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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND/SAN FRANCISCO DIVISION**

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15 TIFFANY RUFFA, KATHRYN CANFIELD,
16 and ISIDORE NIYONGABO, on behalf of
themselves and all others similarly situated,

17 Plaintiffs,

18 v.

19 SOCIETY FOR HUMAN RESOURCE
20 MANAGEMENT,

21 Defendant.

Case No.

**CLASS ACTION – Title III of the
Americans with Disabilities Act; the Unruh
Civil Rights Act**

**INDIVIDUAL ACTION – the Unruh Civil
Rights Act**

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INTRODUCTION

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2 1. For years, the Society for Human Resource Management (“SHRM”) has denied
3 Plaintiffs Tiffany Ruffa, Kathryn Canfield, and Isidore Niyongabo (collectively “Plaintiffs”) and
4 other d/Deaf¹ human resource (“HR”) professionals equal access to the certifications,
5 educational services, and other benefits it makes available to its members and customers without
6 disabilities. SHRM has failed to provide Plaintiffs and other d/Deaf HR professionals access to
7 sign language interpreters, closed captioning, and timely transcripts of courses and events, as
8 well as other necessary forms of effective communication.

9 2. With over 300,000 members in 165 countries, SHRM describes itself as “the
10 foremost expert, convener and thought leader on issues impacting today’s evolving
11 workplaces.”² SHRM offers widely utilized certifications for HR professionals, which may be
12 obtained through examinations and must be maintained through re-examination or continuing
13 education. For many HR professionals, these certifications are critical for career advancement
14 and skill development. Indeed, SHRM states that over 5,000 employers seek to employ SHRM
15 credential holders each month.³ SHRM also offers courses to help individuals prepare for SHRM
16 certification examinations as well as a variety of other educational programming, most of which
17 individuals can use to earn credits toward SHRM recertification.

18 3. SHRM offers in-person as well as online content. Membership is open to the
19 public, and members receive discounts on public-facing content such as exams and courses, as
20 well as access to some members-only programming like podcasts and webcasts.

21 4. While SHRM’s “mission is to empower people and workplaces by advancing HR
22 practices and by maximizing human potential,”⁴ the inaccessibility of its programs denies d/Deaf

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24 ¹ The capitalized word “Deaf” refers to a person who is both deaf and identifies as a member of
25 Deaf Culture; a linguistic minority with its own language (signed language) and culture. The
26 lowercase “deaf” refers to the larger group of people with severe-profound hearing loss.
27 Plaintiffs use d/Deaf to encompass the broader group of individuals with severe-profound
28 hearing loss while also recognizing the Deaf identity.

² *About SHRM*, SHRM, <https://www.shrm.org/about-shrm> (last visited July 19, 2021).

³ *Why Seek SHRM Certification?*, SHRM, [https://www.shrm.org/certification/about/Pages/why-
seek-shrm-certification.aspx](https://www.shrm.org/certification/about/Pages/why-
seek-shrm-certification.aspx) (last visited July 19, 2021).

⁴ *About SHRM*, SHRM, <https://www.shrm.org/about-shrm> (last visited July 19, 2021).

1 members and customers full and equal access to the benefits and services it offers to those who
2 are hearing. SHRM routinely fails to provide information about the accessibility of its programs
3 on its website, or information about how to request accommodations. Plaintiffs are often unable
4 to tell if SHRM's advertised in-person and virtual content will be offered in an accessible format,
5 such as with closed captioning or live sign language interpretation.

6 5. Plaintiffs' attempts to request accommodations have been met with denials, offers
7 of accommodations that would not be adequate to provide access, and sometimes no response at
8 all. Thus, Plaintiffs are unable to access SHRM content in a manner comparable to hearing
9 people.

10 6. SHRM's failure to provide access to its content to d/Deaf members and customers
11 violates Title III of the Americans with Disabilities Act ("ADA") and California state civil rights
12 law. Thus, Plaintiffs bring this civil-rights lawsuit against Defendant SHRM on behalf of
13 themselves and a putative class of all other d/Deaf SHRM members and customers, as well as
14 potential SHRM members and customers, nationwide who have been discriminated against on
15 the basis of their deafness; and a putative subclass of all d/Deaf SHRM members and customers,
16 as well as potential SHRM members and customers, in California who have been discriminated
17 against on the basis of their deafness.

18 7. Plaintiffs notified SHRM of these problems in October 2020 but were unable to
19 obtain the commitments needed from SHRM to ensure that d/Deaf members and customers have
20 equal access to SHRM programs and services, and d/Deaf HR professionals continue to face
21 effective communication barriers in connection with SHRM programs. Plaintiffs were thus faced
22 with no choice but to pursue their legal remedies in court.

23 JURISDICTION AND VENUE

24 8. This action is brought pursuant to the ADA, 42 U.S.C. § 12182, *et seq.* and the
25 Unruh Civil Rights Act, Cal. Civ. Code § 51, *et seq.*

26 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 for
27 Plaintiffs' claims arising under the ADA.
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1 Public Administration from National University with an emphasis on Human Resource
2 Management. She is Deaf and her primary language is ASL.

3 15. Plaintiff Isidore Niyongabo resides in Austin, Texas. He was recently named the
4 Chief People Officer for The Learning Center for the Deaf in Framingham, Massachusetts, and
5 as such will oversee all of the organization's HR functions, including managing the HR team,
6 organizational culture, people strategy, and diversity and inclusion, as well as federal, state, and
7 local compliance. He previously worked for Convo Communications for six years as an HR
8 generalist, HR manager, HR director, and ultimately Director of Employee Relations.
9 Mr. Niyongabo has a bachelor's degree from San Diego State University and a master's degree
10 from University of San Diego. He also has a certification in Strategic HR Leadership from
11 Cornell University. Mr. Niyongabo has been an SHRM member since 2015 and received
12 SHRM's Senior Certified Professional certification, SHRM-SCP, in 2019. He is Deaf and his
13 primary language is ASL.

14 16. Defendant SHRM is the largest professional human resources membership
15 association in the world. It is a 501(c)(6) non-profit organization with headquarters in
16 Alexandria, Virginia.

17 FACTUAL ALLEGATIONS

18 17. SHRM provides products and services in-person and virtually to both members
19 and non-members around the country. Members receive discounts on SHRM's products and
20 services, as well as access to tools, resources, information, and networks valuable to their work
21 as HR professionals.

22 18. SHRM Membership is open to the public and costs \$219 annually.

23 19. There are more than 575 affiliated SHRM chapters around the United States.

24 20. SHRM's consolidated total revenue, including affiliates and subsidiaries, was
25 over \$168 million in 2019.

26 Certification Programs

27 21. SHRM offers certification programs to members and non-members, who can
28 become Certified Professionals (SHRM-CP) or Senior Certified Professionals (SHRM-SCP).

1 22. In 2018, 15.4% of HR professionals surveyed by the company PayScale were
2 SHRM Certified Professionals, and 5.3% were Senior Certified Professionals. PayScale also
3 estimated that the SHRM-CP was responsible for a 3.9% boost in pay, and the SHRM-SCP
4 responsible for a 5.7% boost.⁵

5 23. SHRM’s certification exams can be taken in-person or remotely.

6 24. SHRM offers self-study as well as instructor-led courses for professionals to
7 prepare for the certification exams. These courses can be taken either virtually or in-person.

8 25. SHRM members receive discounts on both the certification exam and the
9 preparatory courses. For example, a 3-week “Virtual SHRM-CP Power Prep” course is available
10 for \$995 for members and \$1,270 for non-members.⁶

11 26. To sustain an SHRM-CP or SHRM-SCP certification, members must recertify
12 every three years. This entails either retaking the certification exam or earning sixty professional
13 development credits (“PDCs”), which are calculated at a rate of one credit per hour of qualifying
14 programming. The professional must also pay the recertification fee of \$100 for members or
15 \$150 for non-members.

16 27. Certified professionals can earn credits through SHRM’s own course and program
17 offerings or through external programs. For example, SHRM’s and its affiliates’ conferences are
18 worth 12 PDCs; SHRM’s education programs are worth 7.5 to 36 PDCs; college or university
19 courses are worth 10 or more PDCs; and SHRM’s free hour-long webcasts are worth 1 PDC.
20 SHRM also offers *SHRM On Demand*, a subscription-based service to access hundreds of
21 recorded sessions from major SHRM conferences through which certified professionals can earn
22 some or all of their PDCs. SHRM’s podcast series, “Honest HR,” is worth 1-2 PDCs per podcast.
23 Professionals can also earn PDCs through books and local SHRM-affiliated chapter
24 programming.

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27 ⁵ *The 2018 Market Value of HR Certifications for HR Pros: U.S. Edition*, PayScale, 7, 11 (2018),
<https://www.payscale.com/content/whitepaper/US-HR-Certification.pdf>.

28 ⁶ *SHRM-CP Certification Power Preparation*, THE SHRMSTORE, <https://store.shrm.org/SHRM-CP-Certification-Power-Preparation> (last visited July 19, 2021).

1 28. SHRM also offers specialty credentials, such as the Inclusive Workplace Culture
2 Specialty Credential and the California Law HR Specialty Credential, which are worth 17-26
3 PDCs.

4 SHRM Educational Programming

5 29. SHRM offers in-person programming to members and non-members around the
6 country. For example, in 2020 SHRM's scheduled in-person programming included: SHRM
7 People Analytics in Seattle, Washington; WorkVision 2020 in Scottsdale, Arizona;
8 Advocacy@Work in Washington, D.C.; and SHRM Annual Conference & Exposition in San
9 Diego, California. In 2021, SHRM has the following in-person programming scheduled: SHRM
10 Annual Conference & Exposition in Las Vegas, Nevada; SHRM Talent Conference & Expo in
11 Las Vegas, Nevada; and Inclusion 2021 in Austin, Texas.

12 30. SHRM also offers extensive live and on-demand online programming. In addition
13 to options for virtual participation in the events described in the preceding paragraph, SHRM
14 also offers live online programs such as Investing in People with Data-Driven Solutions (June
15 10-11, 2021) and Workplace Communications: Using Storytelling to Elevate Credibility (June
16 25, 2021).

17 31. SHRM offers On Demand Webcasts on topics including talent acquisition and
18 retention; employment law and regulation; performance management; diversity, equity, and
19 inclusion; and more. Most webcasts are available for 3-4 months after their live broadcast.⁷

20 32. SHRM's spring 2021 online offerings include a special focus on the COVID-19
21 Crisis and Return to Work.

22 SHRM Fails to Make its Certification, Educational Programming, and Resources Accessible to
23 Deaf Members

24 33. In order for SHRM members and customers who are d/Deaf to access SHRM's
25 programs, the programs must be provided via a method of communication that is effective,
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28 ⁷ On Demand Webcasts, SHRM, <https://www.shrm.org/LearningAndCareer/learning/webcasts/Pages/archive.aspx> (last visited July 19, 2021).

1 which may include sign language interpretation, captioning, transcripts, or other forms of
2 communication.

3 34. Depending on the type of content, a d/Deaf participant may need additional
4 accommodations in order to obtain the same opportunity as a hearing person to access and
5 benefit from the program. For example, while live interpretation may provide effective
6 communication during an event, HR educational content frequently entails technical terms that
7 are important to understand and communicate with complete accuracy, so a transcript may also
8 be necessary to provide the same benefit of the educational content. In addition, a person who is
9 watching live interpretation or reading closed captioning during an event may not be able to take
10 simultaneous notes and may need a note-taker or a transcript of the material in order to have the
11 same access as a hearing person. There are other instances where a transcript alone will not
12 suffice and live captioning is necessary to allow individuals to simultaneously view presenters'
13 words alongside their facial expressions and body language.

14 35. SHRM has routinely failed to provide effective communication to its d/Deaf
15 members and potential members, including Plaintiffs.

16 36. SHRM's website is one of the primary ways members and customers obtain
17 information about certification programs, educational programs and other SHRM events.
18 Although the website contains numerous posts and pages regarding accessibility from an HR
19 perspective, including a sample ADA reasonable accommodation request form for employees,
20 the website has no accessibility policy of its own. Nor does the site have a page dedicated to
21 accommodations for SHRM services or contact information for an ADA coordinator. And, until
22 recently, SHRM provided no process through which participants could request such
23 accommodation for any programming, and still only references accommodations in limited
24 circumstances.

25 37. Additionally, SHRM does not provide information about the accessibility of the
26 vast majority of its on-demand offerings, so Plaintiffs and class members are unable to identify
27 from the program and course listings on the website whether those offerings will be accessible to
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1 them. Because of this, Plaintiffs and class members cannot register for a program or course with
2 confidence that they will be able to access the content.

3 38. In the absence of available information about the accessibility of much of
4 SHRM's programming and an adequate accommodations process, Plaintiffs have attempted ad
5 hoc solutions by submitting requests through a generic online contact form and to various SHRM
6 email addresses.

7 39. Plaintiffs have often received no confirmation or record of requests submitted
8 through the online contact form. And when customer service representatives have responded,
9 they and those to whom such requests were elevated, demonstrated a lack of knowledge
10 regarding the types of accommodations that d/Deaf individuals may require. As a result,
11 Plaintiffs have missed programming, faced delays in certifications, or been forced to utilize
12 ineffective methods of communication to participate in or attend SHRM programming, among
13 other barriers.

14 Certification Programs and Courses

15 40. Plaintiffs Niyongabo and Canfield have encountered barriers when trying to
16 access SHRM's certification programs and courses.

17 41. Plaintiff Niyongabo reached out to SHRM in August 2017 regarding
18 inaccessibility of audio content within the SHRM Learning System, which he had paid to access
19 in order to prepare to take the SHRM-CP certification exam. He had not passed the June 2017
20 exam due to his inability to adequately use the Learning System because of the absence of sign
21 language interpretation or captioning. SHRM's Michelle Sparacino, Vice President of
22 Certification Services & Operations, responded to Mr. Niyongabo in September 2017 that
23 captioning was not yet available for the Learning System audio content, and offered to provide
24 transcripts instead along with a new subscription for 18 months to the 2017 Learning System and
25 a free retake of the exam for either the time period December 1, 2017 – February 15, 2018 or
26 May 1 – July 15, 2018. Mr. Niyongabo planned to re-take the exam in spring 2018. On
27 September 15, 2017, Ms. Sparacino sent Mr. Niyongabo several transcripts of Learning System
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1 audio content but explained that the files might not be all the content, as she “was expecting it to
2 be longer.”

3 42. Unfortunately, the incomplete transcripts were not an adequate accommodation or
4 substitution for captioning within the Learning System. The transcripts constituted one long
5 block of text which was not divided by section or chapter. Mr. Niyongabo could not focus on
6 certain portions of the content without going through the entire transcript. While the audio
7 content within the Learning System has videos containing key information that often show up on
8 the exams, or tips on areas students should focus on, the transcript provided to Mr. Niyongabo
9 did not similarly highlight such helpful content. In addition, without captioning, Mr. Niyongabo
10 was not able to follow along with lectures that include visual content such as graphs and some
11 key infographics to help students understand concepts, such as the employee life cycle.

12 43. With only a few months left in 2017 and some incomplete, unwieldy transcripts,
13 Mr. Niyongabo did not have enough time to prepare for the 2017 exam, and SHRM did not
14 provide him any transcripts of the 2018 content in the spring. Mr. Niyongabo was again unable
15 to pass the exam in July 2018 without captioning in the Learning System and missed a promotion
16 opportunity for which he was otherwise eligible.

17 44. Mr. Niyongabo followed up with Ms. Sparacino in March 2019 to inquire whether
18 captioning was available within the Learning System and did not receive a response.

19 45. Ultimately, Mr. Niyongabo signed up for an in-person, three-month certification
20 exam preparation course at the University of Texas Center for Professional Education, which
21 provided an interpreter for the course. This course cost Mr. Niyongabo approximately \$1,500.

22 46. Mr. Niyongabo then took the SHRM-SCP exam in May 2019. SHRM did not
23 waive the \$300 test fees again.

24 47. Mr. Niyongabo lost significant time preparing for the test multiple times and
25 traveling to in-person classes in order to obtain appropriate interpretation of the course content
26 which he could not access through SHRM directly.

27 48. Additionally, Plaintiff Canfield has encountered multiple barriers and insufficient
28 information about accommodations regarding use of the SHRM Learning System. As a result,

1 she studied on her own for the SHRM-CP certification in 2018 after being unable to determine
2 whether SHRM's training materials included captions for audio content.

3 SHRM Educational Programming, Webinars, and Web Events

4 49. Plaintiffs have all encountered barriers when attempting to utilize SHRM's online
5 educational programming.

6 50. In 2019, Plaintiff Canfield did not utilize the offered benefits of her SHRM
7 membership due to the lack of information about accommodations on the SHRM website and on
8 informational and promotional materials.

9 51. When faced with the need to obtain PDCs to maintain her SHRM-CP
10 certification, in May 2020, Ms. Canfield signed up for a webinar focusing on recruitment. The
11 confirmation email indicated that questions could be directed to webcast@shrm.org, however,
12 when Ms. Canfield emailed this address regarding her requested accommodations, the email
13 bounced back as undeliverable. She could not find any other instructions or information for
14 requesting accommodations for the webinar but reached out to the local Northern California
15 SHRM chapter for assistance as a last attempt. Unfortunately, the Northern California chapter
16 was not able to assist.

17 52. As Ms. Canfield continued to grow her consulting business in 2020, she depended
18 more on SHRM for its available information and resources but found that they were not always
19 accessible. For instance, a video on ADA Reasonable Accommodation Best Practices was not
20 captioned.

21 53. On July 19, 2020, Ms. Canfield signed up for SHRM Northern California's
22 September 2020 program, HR Reimagined. Immediately after paying, she emailed and requested
23 accommodations through the Northern California SHRM chapter. She did not receive a
24 confirmation that captioning would be available until the week prior to the conference, and even
25 then, she did not have access to the networking portions of the program because captioning was
26 only provided for the course sessions themselves and not for other portions of the event.

27 54. On January 24, 2021, Ms. Canfield registered for an SHRM course called
28 "Leading Workplace Investigations," scheduled to take place beginning March 15, 2021. The

1 event was worth 13.5 PDCs and qualified for the SHRM Workplace Investigations Specialty
2 Credential. On March 1, she received an email about the upcoming course, but it did not include
3 any information about available accommodations or how to request them. Ms. Canfield
4 attempted to request accommodations by emailing shrmconfsem@shrm.org the same day. On
5 March 2, she received an email from SHRM representative Ignacio Rodriguez acknowledging
6 her request. By March 15, 2021, when the course was due to begin, she had received no other
7 response from SHRM, and no substantive response addressing her accommodations request.
8 When Ms. Canfield logged into the course there was no interpretation or closed captioning
9 available. She followed up again to Ignacio Rodriguez's response to her accommodations
10 request, and subsequently received several emails between March 16 and March 19 from various
11 SHRM representatives regarding her request. One, from SHRM's Manager of Educational
12 Programs Riley Kishkunas, apologized for "the delay that occurred in having this information
13 provided to you along with these accommodations not being met." Mr. Kishkunas wrote that
14 "[o]ffering interpretation services is our consistent accommodation," but that SHRM "currently
15 ha[s] not tested the captioning/transcript in our current technology." He recommended that Ms.
16 Canfield enroll in "another offering of this program." Ms. Canfield also discussed the request
17 with SHRM's Director of Educational Programs Liz Lacey through a video relay service
18 telephone call. During this conversation, Ms. Lacey at first stated that future workshops would
19 be recorded, sent to an interpretation company to provide interpretation, and then made available
20 to Ms. Canfield after the fact; but she subsequently stated there would be live remote
21 interpretation. Ultimately, Ms. Canfield chose to re-register for the course and credential, and
22 was provided a live remote interpreter, but only after enduring a two-month delay due to the
23 lengthy process of pursuing what should have been a simple request.

24 55. In late 2020, SHRM began offering a series for members called "Tune in
25 Tuesdays," a "brand-new digital series of interactive episodes airing live the second Tuesday of
26 each month"⁸ in anticipation of the 2021 SHRM annual conference. These are not just webcasts,
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28 ⁸ *Tune in Tuesdays*, SHRM21, https://tuneintuesdays.shrm.org/?_ga=2.183244837.229450629.1622654208-558687534.1622654208 (last visited July 19, 2021).

1 but rather interactive events where attendees get the opportunity to network with peers through
2 live chats and contribute to the conversation in real time through interactive polling and Q&As.
3 Attending an episode of Tune in Tuesday provides participants with 1 PDC.

4 56. The Tune in Tuesdays registration page provides no information about
5 accessibility, nor any way to request accommodations. Plaintiffs have attempted to attend these
6 events but have not been provided adequate accommodations and cannot access them. They have
7 attempted to request accommodations through SHRM’s contact form since January 2021.

8 57. Plaintiff Canfield attended Tune in Tuesday events on February 9, 2021 and
9 March 9, 2021. There was no process through which she could request accommodations in
10 advance. During each episode, she requested closed captions via the live Q&A feature within the
11 webcast platform. SHRM did not provide closed captioning during the webcast.

12 58. Ms. Ruffa has also faced barriers attempting to access the benefits of Tune in
13 Tuesdays. During the March 2021 Tune in Tuesdays event, SHRM’s Chief of Staff and Head of
14 Government Affairs & Corporate Secretary Emily Dickens interviewed Khadijah Sharif-
15 Drinkard and Elke Suber about transitioning in, through, and out of workplaces. More than 1,500
16 people joined the live conversation. Ms. Ruffa wrote, “Hi, I’m looking for the closed captions,”
17 and moderator Liz Petersen responded, “Tiffany we do not have them during this session
18 immediately, but there will be a transcript with the recording on the website at this same place by
19 next week.” Afterwards, Ms. Ruffa responded to the email announcing the March 9 program,
20 explaining that it was inaccessible and requesting that future live interviews be made accessible.
21 No one from SHRM responded to this request.

22 59. Providing only a transcript one week after the live event precludes Plaintiffs from
23 participating in the live conversation, asking questions that may be answered by the presenters,
24 and accessing the information provided in the webinar in a timely fashion. In addition, providing
25 only delayed transcripts requires Plaintiffs to spend twice as long attending the event as other HR
26 professionals—they must watch the recording, even though they cannot access what is being
27 said, in order to obtain their PDC, and then go back a week later and read the transcript in order
28 to actually receive the educational benefit of attending the event and gain the information

1 provided. In addition, an after-the-fact transcript prevents Plaintiffs from being able to view the
2 event and associate the presenters' words side by side with their facial expressions and body
3 language, which are critical aspects of communication that Plaintiffs would be able to access
4 with live captioning or sign language interpretation. If Plaintiffs review only the transcript after
5 the fact, they may miss the opportunity to obtain the PDC because it may have expired.

6 60. In April 2021, three months after Plaintiffs first began requesting
7 accommodations for Tune in Tuesdays, SHRM began providing Automatic Speech Recognition
8 ("ASR") captions during the episodes. The ASR captions contain numerous errors, some of
9 which are obvious from the caption text but many of which Plaintiffs and members of the class
10 may have no way to know are present. The National Deaf Center on Postsecondary Outcomes
11 ("NDC") has analyzed ASR's impact on d/Deaf students and notes that ASR is "not comparable
12 to what speech-to-text professionals provide" and that "deaf students are . . . forced to decipher
13 errors in ASR captions, without access to the original source of information."⁹ NDC explains
14 that factors "such as accents, female speakers, multiple or overlapping speakers in group
15 discussion, and audio distortion" worsen ASR's accuracy and that ASR typically does not
16 contain grammar or punctuation markers, speaker identification, accurate technical vocabulary,
17 or homonym differentiation.¹⁰ Defendant's use of ASR deprives Plaintiffs of equal access
18 because they must undertake the difficult and distracting work of attempting to decipher ASR
19 while also absorbing the material and engaging with the interactive features. Plaintiffs' hearing
20 colleagues and counterparts do not face this obstacle. Further, the inaccuracy of the
21 information provided limits its utility and places d/Deaf HR professionals at risk of relying on
22 inaccurate information in their professional capacity.

23 61. Plaintiff Niyongabo registered for a member-exclusive webcast "CEO of Pfizer
24 Shares What You Need to Know" on March 15, 2021, promising attendees would learn the latest
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26 ⁹ *Auto Captions and Deaf Students: Why Automatic Speech Recognition Technology Is Not the*
27 *Answer (Yet)*, National Deaf Center on Postsecondary Outcomes (Oct. 27, 2020),
28 <https://www.nationaldeafcenter.org/news/auto-captions-and-deaf-students-why-automatic-speech-recognition-technology-not-answer-yet>.

¹⁰ *Id.*

1 on COVID-19 “[v]accine development and distribution,” “[t]he future of remote and hybrid
2 work,” and “[w]hat employers can do if workers refuse the vaccine.” The webcast was scheduled
3 to take place on March 16, 2021 and was worth 1 PDC towards SHRM-CP or SHRM-SCP
4 recertification. During the registration process, there was no way for Mr. Niyongabo to identify
5 whether the webcast would include closed captioning, nor was there any way for him to request
6 accommodations.

7 62. Plaintiff Ruffa signed up for the same webcast. She was not able to access
8 information about accessibility, nor request accommodations during registration. Ms. Ruffa
9 emailed customer-care@help.shrm.org and shrm@shrm.org on March 16 at the beginning of the
10 business day and asked about accessibility in the form of closed captions and a transcript. She
11 did not receive a response. When the event began, there were no captions. Ms. Ruffa promptly
12 submitted an inquiry in the program’s live Q&A box about the availability of captions, but did
13 not receive a response.

14 63. On April 8, 2021—more than two weeks after the event—Ms. Ruffa received a
15 response to her March 16 email inquiry, stating that “the webinar has already the close caption
16 option. [sic]” The response contained a forwarded email thread showing that various higher-level
17 SHRM personnel had failed to respond to the internal “escalation” of the request. That a
18 customer service representative needed to “escalate” a simple accommodation request, and that
19 the individuals to whom he escalated it failed to respond, demonstrates that SHRM lacks a
20 process for adequately and timely providing accommodations. Ms. Ruffa attempted to access the
21 webinar after receiving SHRM’s response, and it did not in fact have captions.

22 64. Defendant’s failure to provide captions or other effective communication during
23 the webinar excluded Plaintiffs Niyongabo and Ruffa from the ability to obtain time-sensitive
24 and critical information regarding the COVID-19 vaccine and its impact on the workplace—
25 information they, like the many hearing HR professionals who signed up for the webcast, require
26 in order to be able to do their jobs effectively.

27 65. On April 2, 2021, Ms. Ruffa registered for an April 13, 2021 webcast called
28 “Create Your Own Employee Journey Map.” The event was worth 1 PDC. She sent an email to

1 customer-care@help.shrm.org the same day, requesting closed captions and a transcript. She
2 received no response until April 6, when she was informed by Customer Experience
3 representative Ignacio Rodriguez that he would “investigate” her request for accommodations.
4 Less than thirty minutes later, he responded again and stated: “[U]nfortunately, we are not able
5 to provide captioning/transcripts for these particular webcasts at this time. However, we are
6 always continuing to explore options to improve the Create Your Own Employee Journey Map
7 webcast experience for all of our members, and we certainly appreciate your inquiry.”

8 Mr. Rodriguez then directed Ms. Ruffa, if she needed further assistance, to dial an 800 number
9 and select option 3, or to “email us at <https://shrm.org/about-shrm/Pages/Ask-A-Question.aspx>.”

10 66. In June 2021, Ms. Ruffa registered and paid for an SHRM program called
11 “Getting Talent Back to Work Certification,” however there were no closed captions or transcript
12 available. On June 12, 2021, Ms. Ruffa emailed elarning@shrm.org to request these
13 accommodations. Two days later, she received a response from Cintia Roman, a member of
14 SHRM’s Customer Experience team, indicating that because “this is a SHRM’s foundation
15 class” Ms. Ruffa would need to contact SHRMFOUNDATION@SHRM.ORG. Ms. Ruffa then
16 promptly emailed the referral address and received a response four days later, on June 18, from
17 Elizabeth Kohm, Sr. Specialist in Engagement and Philanthropy. Ms. Kohm apologized for her
18 “delay in responding” noting that “it has been a busy week and [she] was out of pocket for part
19 of it on top of that.” She represented that she had opened a ticket on “the closed captions issue”
20 but could provide transcripts as she was awaiting resolution, however she did not provide the
21 transcripts. Ms. Ruffa followed up again on July 7; she received a response stating that
22 Ms. Kohm was on vacation and asking again if Ms. Ruffa wanted her to send transcripts.
23 Ms. Ruffa repeated her request for closed captions and transcripts, explaining that transcripts
24 alone are not adequate accommodations and received a response the morning of July 19
25 indicating that Ms. Kohm was now back from vacation and would “check [the] status of the open
26 ticket.” However, Ms. Kohm has still not provided any transcripts and the course does not have
27 closed captions.
28

1 67. On June 22, 2021, Ms. Ruffa registered for an SHRM program called “The Future
2 of Global Mobility: Beyond the Pandemic”, which had been previously recorded on June 15,
3 2021. She attempted to view this program the same day, but there were no closed captions
4 available in the viewing platform, nor was there a transcript available. The same day, Ms. Ruffa
5 emailed webcasts@shrm.org, the contact listed in the confirmation email for those with
6 questions, to request closed captions. As of close of business on July 19, Ms. Ruffa had not
7 received a response.

8 68. On June 22, 2021, Ms. Ruffa registered for an SHRM program called “2021
9 SHRM Government Affairs CLA Webcast Q2” to be held on June 29, 2021. The same day, she
10 emailed Meredith Nethercutt, the contact listed in the confirmation email for those with
11 questions, and requested closed captions and a transcript for the webinar. On June 25, 2021,
12 Ms. Nethercutt responded, stating that “our current system only allows for CC post-live event.”
13 Ms. Ruffa thus does not have access to the interactive aspects of live webcasts and is at a
14 disadvantage in receiving time sensitive HR information.

15 In-Person Conferences and Events

16 69. Plaintiff Ruffa experienced barriers when seeking effective communication at
17 SHRM in-person events.

18 70. SHRM hosts in-person conferences and events around the country.

19 71. SHRM fails to provide adequate access to sign language interpretation and other
20 accommodations for people who are d/Deaf at these events. For example, Plaintiff Ruffa
21 submitted a request on January 26, 2020 for sign language interpretation at SHRM’s annual
22 conference, which was at that time planned for June 2020 in San Diego at the San Diego
23 Convention Center, and for which she would have received PDC towards her recertification. She
24 received an email stating that “SHRM has received your request for assistance” but with no
25 details about the request. A “Customer Experience Representative” responded four days later
26 from the email address customer-care@help.shrm.org as follows: “I’m afraid, at the moment we
27 do not offer accommodations for conference attendees. Nevertheless, we are looking to have
28 couple of on-site interpreters, which might include sign language interpreters. But for now I’ll

1 suggest you keep an eye out on the SHRM conference site for updates.” Ms. Ruffa responded on
2 the same thread, asking to speak with someone who could help facilitate her request. The
3 representative directed her to email shrmconfsem@shrm.org. Ms. Ruffa was not provided any
4 means to track the status of her request.

5 72. Ms. Ruffa emailed that address along with the original customer care email
6 address on February 1, 2020, requesting accommodations at the conference in San Diego. By
7 February 7, she still had not received a response and followed up again. The representative
8 responded later that day, informing her that her request “ha[d] been escalated for review” and
9 that she would “be notified as soon as a decision has been made.” By February 26, Ms. Ruffa
10 had not received any additional communication and sent another email to both SHRM addresses,
11 explaining that she registered for the conference and had booked her flight and hotel and would
12 like the interpreters’ information in order to arrange meeting them at the conference. By March
13 10, 2020, Ms. Ruffa still had not received any response and decided to try to find an outside
14 agency who could provide an interpreter.

15 73. Although the 2020 Annual Conference, for which SHRM denied Ms. Ruffa in-
16 person interpretation, was cancelled because of the COVID-19 pandemic, Plaintiffs are
17 concerned that, once they are again able to attend in-person conferences and events operated by
18 SHRM—such as the SHRM Annual Conference & Exposition scheduled to take place in
19 September 2021 at the Las Vegas Convention Center and the Inclusion 2021 conference
20 scheduled to take place in October 2021 at the JW Marriott in Austin, Texas—they will be
21 similarly denied accommodations.

22 CLASS ALLEGATIONS

23 74. Plaintiffs’ experiences are examples of an ongoing, systemic pattern of
24 discrimination by SHRM against individuals who are d/Deaf.

25 75. Plaintiffs seek certification of the following nationwide class pursuant to Rules
26 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure: “all individuals in the United States
27 who are d/Deaf and are currently or will be members or customers of SHRM” (“the ADA
28 Class”).

1 76. Plaintiffs seek only injunctive relief on behalf of the ADA Class.

2 77. Each Plaintiff and member of the proposed ADA Class is a “qualified person with
3 a disability” pursuant to the ADA, as alleged herein.

4 78. Plaintiffs Ruffa and Canfield seek certification of the following subclass pursuant
5 to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure: “all individuals in California
6 who are d/Deaf and are currently or will be members or customers of SHRM” (“the Unruh
7 Subclass”).

8 79. Plaintiffs Ruffa and Canfield seek only injunctive relief on behalf of the Unruh
9 Subclass.

10 80. Plaintiffs Ruffa and Canfield and each member of the proposed Unruh Subclass is
11 a “person with a disability” pursuant the Unruh Civil Rights Act, as alleged herein.

12 81. The persons in each class are so numerous that joinder of all such persons is
13 impractical and the disposition of their claims in a class action is a benefit to the parties and to
14 the Court.

15 82. While the exact number of class members in each class is unknown to Plaintiffs at
16 this time, the U.S. Bureau of Labor Statistics estimates that in May 2020 approximately 647,810
17 individuals were employed as HR Specialists nationwide, and 75,340 individuals were employed
18 as HR Specialists in California.¹¹ According to the American Community Survey, 2.0 % of
19 Americans between the ages of 18 and 64 and 1.5% of Californians between the ages of 18 and
20 64 reported having a hearing difficulty.¹² Thus, one would expect over 12,000 HR Specialists
21 nationwide and over 1,000 HR Specialists in California to have hearing difficulties. The
22 proposed class is thus sufficiently numerous such that joinder of all members is impracticable.

23
24 _____
¹¹ *Human Resource Specialists*, U.S. Bureau of Labor Statistics,
25 www.bls.gov/oes/current/oes131071.htm#st (Mar. 31, 2021).

26 ¹² 2019 American Community Survey: 5-year estimates, Table ID S1810, https://data.census.gov/cedsci/table?q=disability&g=0100000US_0400000US06&tid=ACSST5Y2019.S1810&hidePreview=true (last visited July 19, 2021). The ACS reports a person as having a hearing
27 difficulty if they answer yes to the question: “Is this person deaf or does he/she have serious
28 difficulty hearing?” See U.S. Dep’t of Com., ACS Questionnaire Informational Copy 9 (2019),
available at <https://www2.census.gov/programs-surveys/acs/methodology/questionnaires/2019/quest19.pdf>.

1 83. There is a well-defined community of interest in the questions of law and fact
2 involved affecting the parties to be represented, in that they are individuals who are d/Deaf and
3 who have been harmed by SHRM's (a) failure to ensure its professional certification exams and
4 educational and other programming and events, are accessible to d/Deaf individuals and (b)
5 failure to provide equal access to its services and accommodations.

6 84. Common questions of law and fact predominate, including questions raised by
7 Plaintiffs' allegations that Defendant's failure to provide accessible programs and services and
8 effective communication for d/Deaf persons violates state and federal anti-discrimination laws.

9 85. The claims of the Plaintiffs are typical of the claims of the proposed class and
10 subclass as a whole. Plaintiffs, similar to members of the proposed class and subclass, have been
11 and continue to be denied access to SHRM's courses and offerings related to professional
12 certification, as well as the services and accommodations it provides to the public.

13 86. Plaintiffs are adequate class representatives. They seek injunctive and declaratory
14 relief that will benefit all members of the proposed class and subclass, and their interests are
15 neither antagonistic to, nor in conflict with, the interests of the proposed class and subclass as a
16 whole.

17 87. The attorneys representing the proposed class and subclass are experienced in
18 disability law and in class action litigation. Plaintiffs' counsel is qualified to fully prosecute this
19 litigation and possesses adequate resources to see this matter through to a resolution.

20 88. Defendant has acted and/or failed to act on grounds generally applicable to the
21 proposed class and subclass as a whole, thereby making appropriate final declaratory and
22 injunctive relief with respect to the class and subclass as a whole.

23 **FIRST CAUSE OF ACTION, ON BEHALF OF THE ADA CLASS**

24 ***Violation of Title III of the Americans with Disabilities Act***
25 ***42 U.S.C. § 12182, et seq.***

26 89. Plaintiffs incorporate by reference the foregoing allegations as if set forth fully
27 herein.

28 90. Title III of the ADA ("Title III") and its implementing regulations entitle
individuals with disabilities to full and equal enjoyment of the goods, services, facilities,

1 privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C.
2 § 12182(a); 28 C.F.R. § 36.201(a).

3 91. Plaintiffs and members of the proposed ADA Class are individuals who are Deaf,
4 and thus were and are qualified individuals with disabilities within the meaning of the ADA. 42
5 U.S.C. § 12102.

6 92. SHRM is a private entity within the meaning of the ADA. 42 U.S.C. § 12181(6).

7 93. SHRM is a “person that offers examinations or courses related to . . . certification,
8 or credentialing for . . . professional . . . purposes” within the meaning of the ADA. 42 U.S.C.
9 § 12189.

10 94. SHRM is a place of public accommodation in the form of a “service
11 establishment” that “affect[s] commerce” within the meaning of 42 U.S.C. § 12181(7)(f).

12 95. In addition, SHRM “leases . . . or operates a place of public accommodation” by
13 holding conferences and in-person programming at hotels and conference venues around the
14 United States. 42 U.S.C. §§ 12181-12182.

15 96. By failing to provide effective communication, including through the failure to
16 provide auxiliary aids and services, SHRM fails to provide d/Deaf persons with equal access to
17 its courses and offerings related to professional certification, as well as to the other services and
18 accommodations it provides to the public, in violation of Title III. 42 U.S.C.
19 § 12182(b)(2)(A)(iii); 36 C.F.R. § 36.303(a), (b)(1).

20 97. SHRM has violated Title III by failing to “offer . . . examinations or courses” for
21 professional certification “in a place and manner accessible to persons with disabilities or offer
22 alternative accessible arrangements for such individuals.” 42 U.S.C. § 12189; 28 C.F.R. §
23 36.309.

24 98. SHRM has also failed to reasonably modify its policies and practices where
25 necessary to ensure that d/Deaf persons have full and equal access to its services, in violation of
26 Title III. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.

27 99. SHRM’s conduct constitutes an ongoing and continuous violation of Title III, and
28 unless restrained from doing so, SHRM will continue to violate the ADA. This conduct, unless

1 enjoined, will continue to inflict injuries for which Plaintiffs and members of the proposed class
2 have no adequate remedy at law. Consequently, Plaintiffs and members of the proposed ADA
3 Class are entitled to injunctive relief pursuant to section 308 of the ADA, 42 U.S.C. § 12188(a),
4 as well as reasonable attorneys' fees and costs, 42 U.S.C. § 12205.

5 100. WHEREFORE, Plaintiffs and members of the proposed ADA Class request relief
6 as set forth below.

7 **SECOND CAUSE OF ACTION, ON BEHALF OF THE UNRUH SUBCLASS**

8 ***Violation of the Unruh Civil Rights Act***
9 ***California Civil Code § 51, et seq.***

10 101. Plaintiffs incorporate by reference the foregoing allegations as if set forth fully
11 herein.

12 102. The California Unruh Civil Rights Act ("Unruh Act") provides that all persons in
13 California are free and equal, and no matter their disability, are entitled to full and equal
14 accommodations, advantages, facilities, privileges, or services in all business establishments of
15 every kind whatsoever. Cal. Civ. Code § 51(b).

16 103. As persons who are d/Deaf, Plaintiffs Ruffa and Canfield and members of the
17 proposed Unruh Subclass are persons with disabilities within the meaning of the Unruh Act. Cal.
18 Civ. Code § 51(e)(1).

19 104. SHRM is a business establishment within the jurisdiction of the state of
20 California, and as such is obligated to comply with the provisions of the Unruh Act. Cal. Civ.
21 Code §51, *et seq.*

22 105. Defendant has violated the Unruh Act by intentionally excluding individuals who
23 are d/Deaf from fully and equally enjoying their accommodations, advantages, facilities,
24 privileges, and services. Defendant has been on notice of its failure to provide persons who are
25 d/Deaf with full and equal access to its accommodations, advantages, facilities, privileges, or
26 services and continue to fail to provide such persons with full and equal access.

27 106. The Unruh Act also provides, *inter alia*, that a violation of the ADA shall also
28 constitute a violation of the Unruh Act. Cal. Civ. Code § 51(f).

1 116. WHEREFORE, Named Plaintiffs Ruffa and Canfield pray for relief as set forth
2 below.

3 **REQUEST FOR RELIEF**

4 117. WHEREFORE, Plaintiffs and members of the proposed ADA Class and Unruh
5 Subclass request relief for Defendant's violations of Title III and the Unruh Act as follows:

6 a) An order certifying this case as a class action under Fed. R. Civ. P. 23(a)
7 and 23(b)(2), appointing Named Plaintiffs as class representatives of the ADA Class, appointing
8 Tiffany Ruffa and Kathryn Canfield as class representatives of the Unruh Subclass, and
9 appointing Named Plaintiffs' attorneys as class counsel.

10 b) A declaration that Defendant's conduct as alleged herein has violated and
11 continues to violate Title III of the ADA and the Unruh Act.

12 c) An order enjoining Defendant and its affiliates, subsidiaries, employees,
13 agents, and all other persons acting on its control from violating Title III of the ADA and the
14 Unruh Act.

15 d) A permanent injunction pursuant to the ADA and the Unruh Act requiring
16 Defendant to ensure that its services and accommodations are made and maintained accessible to
17 individuals who are d/Deaf.

18 e) Damages for Named Plaintiffs Ruffa and Canfield under the Unruh Act.

19 f) An award of Plaintiffs' attorneys' fees and costs, as provided by statute.

20 g) Such other and further relief as the Court deems just and proper.

21
22 DATED: July 20, 2021

Respectfully submitted,

23 DISABILITY RIGHTS ADVOCATES

24
25 _____
26 Meredith J. Weaver
27 *Attorney for Plaintiffs*
28

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Pursuant to California Civil Code § 52(c)(1):

Tiffany Ruffa

Date

Kathryn Canfield

Date