

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

BLAIR DOUGLASS

Plaintiff,

vs.

P.C. RICHARD & SON, LLC,

Defendant.

Civil Action No. 2:22-CV-399

**DEFENDANT’S RESPONSE TO PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Defendant P.C. Richard & Son, LLC (“Defendant”) submits the following response to plaintiff Blair Douglass’s (“Plaintiff”) Motion to Certify Class for Settlement Purposes and For Preliminary Approval of Class Action Settlement (CM/ECF Doc. No. 31) (the “Motion”) and Plaintiff’s Memorandum in Support of Plaintiff’s Motion to Certify Class for Settlement Purposes and For Preliminary Approval of Class Action Settlement (CM/ECF Doc. No. 32) (the “Brief”).

Defendant does not oppose the relief sought through Plaintiff’s Motion and consents to the entry of the proposed Order to be submitted by Plaintiff’s counsel; however, Defendant denies certain factual statements contained in the Plaintiff’s Brief.

Specifically, Defendant denies that its “online store” is “not compatible with screen reader auxiliary aids” or that Defendant “does not have, and has never had, adequate policies and practices to cause its store to be accessible to blind persons.” (Brief, p. 1, 15-16 & 19) Defendant also denies that it has violated Title III of the American With Disabilities Act or any other federal, state or local law or regulation and denies that any of its actions or omission harmed Plaintiff or the putative class that he seeks to represent.

Additionally, Defendant denies the allegations and claims for relief contained in Plaintiff's Complaint (CM/ECF Doc. No. 1; ¶ 69) (the "Complaint") as set forth in the Answer filed by Defendant in this case (*See*, CM/ECF Doc. No. 29).

Further, if this matter were to be litigated, Defendant denies that Plaintiff's proposed class defined in his Complaint (Compl., ¶ 69) is certifiable under Fed. R. Civ. P. 23. Defendant agrees only to the certification of the class defined in the Settlement Agreement (Ex. 1, § 2.44; Brief, pp. 2 & 9) and only for purposes of resolving this matter. In the event that Plaintiff's Motion is not granted, Defendant intends to vigorously defend the claims alleged by Plaintiff in this action and therefore reserves all rights and defenses.

CONCLUSION

In the event that the Court denies the Motion, Defendant reserves all rights and defenses in this matter.

Dated January 6, 2022

Respectfully submitted,

/s/ John J. Berry

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to Motion to Approve Settlement was served via email and the Court's CM/ECF filing system on the 6th day of January, 2023 upon the following:

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/s/ John J. Berry

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