

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

ANTHONY HAMMOND MURPHY, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

LE SPORTSAC, INC.,

Defendant.

Civil Action No. 1:22-cv-00058

**PLAINTIFF'S UNOPPOSED MOTION
TO CERTIFY CLASS FOR SETTLEMENT PURPOSES AND
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Anthony Hammond Murphy, on behalf of himself and all others similarly situated, hereby moves pursuant to Rule 23(e) of the Federal Rules of Civil Procedure for an order conditionally certifying a class for settlement purposes, preliminarily approving the settlement, approving the proposed notice and notice plan, and setting aside dates for the submission of objections to the settlement and a fairness hearing. **Defendant Le Sportsac, Inc. does not oppose the relief sought in this motion.** In further support of this motion, Plaintiff states as follows:

1. In January 2022, Plaintiff attempted to access Defendant's online store, located at <https://www.lesportsac.com/>. (Doc. 1, ¶¶ 23-24, 36.)
2. Plaintiff could not access Defendant's online store because it was not compatible with screen reader auxiliary aids, which Plaintiff uses to access digital content because he is blind.¹ (Doc. 1, ¶¶ 19, 35, 40-41.)

¹ Plaintiff uses the word "blind" to describe people who, as a result of a visual impairment, have substantially limited eyesight. This includes people who have no vision at all as well as those who have low vision. See James H. Omvig, *Why Use the Word "Blind"?*, Braille Monitor (Jan. 2009), <https://nfb.org/sites/default/files/images/nfb/publications/bm/bm09/bm0901/bm090107.htm>.

3. In February 2022, Plaintiff filed a complaint seeking declaratory and injunctive relief, alleging that Defendant does not have, and has never had, adequate policies and practices to cause its online store to be accessible to blind persons, in violation of Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*, and its implementing regulations. (Doc. 1.)

4. In June 2022, the parties notified the Court that they had agreed to settle this case on a class action basis, (Doc. 19), and in September 2022, Plaintiff filed an amended class action complaint, (Docs. 25, 26, 27).

5. After months of good faith negotiations, the parties reached a settlement and executed a proposed class action settlement agreement on or about November 20, 2022.²

6. The agreement resolves this action and defines the settlement class as “all Blind or Visually Disabled individuals who use screen reader auxiliary aids to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access [<https://www.lesportsac.com/>] from the United States.”

7. Under the terms of the agreement,³ Defendant shall ensure that blind or visually disabled individuals have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations provided by and through <https://www.lesportsac.com/>, and any website which Defendant develops, starts to operate, or acquires and which is publicly available in the United States.

² The proposed agreement is attached to this motion as Exhibit 1.

³ The terms of the agreement are explained more fully in the accompanying memorandum.

8. The proposed agreement, notice,⁴ and notice plan⁵ are comparable to or more robust than class action settlements resolving nearly identical claims that courts in this district finally approved in *Murphy v. Eyebobs, LLC*, No. 1:21-cv-00017, Doc. 49 (W.D. Pa. Feb. 9, 2022), *Murphy v. Charles Tyrwhitt, Inc.*, No. 1:20-cv-00056, Doc. 47 (W.D. Pa. Feb. 16, 2022), and *Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, Doc. 41 (W.D. Pa. Nov. 17, 2022), and preliminarily approved in *Douglass v. Optavia LLC*, No. 2:22-cv-00594, Doc. 18 (W.D. Pa. Sept. 14, 2022), and that the District of Massachusetts finally approved in *Giannaros v. Poly-Wood, LLC*, No. 1:21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022).

9. Given the substantial relief obtained and the inherent risks of continued litigation, the settlement is fair, reasonable, and adequate. The proposed agreement is on par with, or exceeds, the relief achieved in analogous cases brought by the National Federation of the Blind and the Civil Rights Division of the U.S. Department of Justice, and in the five cases cited in the preceding paragraph. It was reached after many months of good faith negotiations at arm's length.

WHEREFORE, Plaintiff respectfully requests that the Court:

(A) Certify the class for settlement purposes, appoint Plaintiff as class representative, and appoint Plaintiff's counsel as class counsel;⁶

(B) Preliminarily approve the settlement as set forth in the proposed agreement; and

(C) Approve the notice and notice plan, including, among other dates, by setting:

(1) A date thirty (30) days after the Court grants preliminary approval as the deadline to publish notice of the settlement ("Notice Deadline");

⁴ The proposed long-form notice is attached to the proposed agreement as Exhibit 1.

⁵ The proposed notice plan is attached to this motion as Exhibit 2.

⁶ Plaintiff's counsel's resumes are attached to this motion as Exhibit 3.

(2) A date seventy-five (75) days after the Court grants preliminary approval as the deadline for Plaintiff to move for final approval and for reasonable attorneys' fees and costs;

(3) A date ninety (90) days after the Court grants preliminary approval as the deadline for the submission of any objections to the settlement; and

(4) A date one hundred twenty (120) days after the Court grants preliminary approval for a final approval hearing, or as soon thereafter as the Court may set the hearing.

Respectfully submitted,

Dated: December 5, 2022

/s/ Kevin W. Tucker

Kevin W. Tucker (He/Him) (PA 312144)
Kevin J. Abramowicz (He/Him) (PA 320659)
Chandler Steiger (She/Her) (PA 328891)
Stephanie Moore (She/Her) (PA 329447)
EAST END TRIAL GROUP LLC
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Lawrence H. Fisher (PA 67667)
LAWFIRST
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Tel. (412) 577-4040
lawfirst@lawrencefisher.com

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that, on December 5, 2022, a true and correct copy of the foregoing document was filed and served by way of the Court's CM/ECF system on all counsel of record.

Dated: December 5, 2022

/s/ Kevin W. Tucker

Kevin W. Tucker

Exhibit 2: Proposed Notice Plan

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

ANTHONY HAMMOND MURPHY, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

LE SPORTSAC, INC.,

Defendant.

Civil Action No. 1:22-cv-00058

NOTICE PLAN

1. As soon as practicable, but no later than thirty (30) days after the Court's entry of a Preliminary Approval order, Defendant shall, at its expense:

(a) Add dates to the placeholders in the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1.

(b) Ensure the Settlement Website is live and may be accessed over the internet. Defendant and Plaintiff's counsel shall ensure that the documents published on the Settlement Website are fully and equally accessible to Settlement Class Members via the Settlement Website, or otherwise. Defendant shall further ensure that the Settlement Website tracks the number of visitors to the Website; and that the Settlement Website remains published for at least 180 days after the date the Court grants final approval of the Agreement.

(c) Cause the Long-Form Notice to be published on, and make the following documents filed in the Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and all supporting documents, and the Court's orders concerning preliminary approval as well as any supporting

memorandum. Defendant and Plaintiff's counsel shall ensure the documents identified in this Section shall be fully accessible by individuals who use screen reader auxiliary aids.

(d) Add an invisible link at the beginning of the Website to direct consumers using screen readers to the Settlement Website. The link shall include alternative text which reads "Click to view our ADA class action settlement notice." Defendant will ensure this link remains published for at least 180 days after the date the Court grants final approval of the Agreement.

(e) Publish posts concerning the Settlement Website on each of Defendant's social media accounts, including, where applicable, <https://www.facebook.com/lesportsac>, <https://www.instagram.com/lesportsac>, and <https://twitter.com/lesportsac>. The post shall be in the form set forth immediately below (it is agreed and understood that the exact language is subject to change) and shall include alternative text to ensure the post is fully accessible by individuals who use screen reader auxiliary aids. Defendant will maintain the posts on its social media accounts during the Agreement Term.

Visit <https://www.lesportsacADAsettlement.com> to learn more about Le Sportsac's agreement to make its digital content accessible to screen reader users.

(f) Publish a blog post on the Website in the form set forth immediately below (it is agreed and understood that the exact language is subject to change). Defendant shall ensure the post is fully accessible by individuals who use screen reader auxiliary aids. Defendant will maintain the blog post on its Website during the Agreement Term.

A proposed settlement has been reached that would resolve the class action lawsuit filed in the United States District Court for the Western District of Pennsylvania at *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58. The lawsuit alleges Le Sportsac, Inc. violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website does not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content. Under the settlement, Le Sportsac, Inc., agrees to make its website, and any new website it develops or acquires accessible to screen reader users. For a more complete summary of the terms of the proposed settlement, please visit <https://www.lesportsacADAsettlement.com>.

2. As soon as practicable, but no later than seven (7) days after they are filed, Defendant shall make any motion for attorneys' fees and costs, and supporting documentation, as well as any order granting or denying any motion for attorneys' fees and costs, available for download on the Settlement Website. Defendant shall ensure the documents identified in this Section shall be fully accessible by individuals who use screen reader auxiliary aids.

3. As soon as practicable, but no later than thirty-five (35) days after the Court's entry of a Preliminary Approval order, Plaintiff's counsel shall, at its expense, request that at least the following organizations publish notice in the form set forth immediately below (it is agreed and understood that the exact language is subject to change) in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: (1) ACHIEVA, (2) American Action Fund for Blind Children and Adults, (3) American Council of the Blind, (4) American Foundation for the Blind, (5) Blinded American Veterans Foundation, (6) Blinded Veterans Association, (7) Foundation Fighting Blindness, (8) Civil Rights Education and Enforcement Center, (9) Disability Law Center, (10) Disability Rights Education and Defense Fund, and (11) National Federation of the Blind.

The United States District Court for the Western District of Pennsylvania preliminarily approved the attached class action settlement agreement resolving our client's disability discrimination claims against Le Sportsac, Inc. Our client claimed that these companies failed to communicate information on their online store, located at <https://www.lesportsac.com/>, fully and equally to consumers who use screen reader auxiliary aids to access digital content.

In the course of preliminarily approving the settlement, the Court ordered our client to notify the following organizations of the settlement so that they, if they wish, can object to the settlement or notify their memberships of the settlement and the Court's [DATE] deadline to object to the settlement.

- (1) ACHIEVA,
- (2) American Action Fund for Blind Children and Adults,
- (3) American Council of the Blind,

- (4) American Foundation for the Blind,
- (5) Blinded American Veterans Foundation,
- (6) Blinded Veterans Association,
- (7) Foundation Fighting Blindness,
- (8) Civil Rights Education and Enforcement Center,
- (9) Disability Law Center,
- (10) Disability Rights Education and Defense Fund, and
- (11) National Federation of the Blind.

Below is a short paragraph you may use in the event you choose to inform your members of the settlement. While we believe the relief achieved in the settlement and described at <https://www.lesportsacADAsettlement.com> is substantial, we believe all class members (and organizations that advocate for them) must have an opportunity to share their opinion.

Class Action Notice

A proposed settlement has been reached that would resolve the class action lawsuit *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58 (W.D. Pa.). The lawsuit alleges that Le Sportsac, Inc. violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. by failing to take the necessary steps to ensure their online store, located at <https://www.lesportsac.com/>, does not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content. Le Sportsac denies the allegations. Under the settlement, Le Sportsac agrees to take additional steps to make all of its websites and any new website it develops or acquires accessible to screen reader users. For a more complete summary of the terms of the proposed settlement, please visit <https://www.lesportsacADAsettlement.com>.

Our office is happy to pay the reasonable costs associated with your publication of this information.

4. No less than five (5) days before the fairness hearing, Defendant shall provide Plaintiff's counsel with a declaration that all of the obligations in Paragraphs 1 and 2, *supra*, have been discharged, along with the number of visitors to the Settlement Website.

**Exhibit 3:
Plaintiff's Counsel's Resumes**



6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
www.eastendtrialgroup.com



Kevin W. Tucker

Partner (He/Him)

Tel. (412) 877-5220

ktucker@eastendtrialgroup.com

@SquireTuck

Kevin has consistently helped individuals pursue justice at all levels of the judicial system. Kevin represented laborers across Pennsylvania before workers' compensation judges. He's tried § 1983 cases for inmates seeking adequate medical care in federal court. He's represented groups of consumers and individuals with disabilities in class litigation across the country.

Today, Kevin is a co-founder of East End Trial Group. He has a diverse practice and experience centering on consumer protection, privacy, and the Americans with Disabilities Act.

Since founding East End in 2020, courts have appointed Kevin as class counsel in many cases concerning the rights of consumers. *See, e.g., Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-204, Doc. 41 (W.D. Pa. Nov. 17, 2022) (Lanzillo, J.); *Giannaros v. Poly-Wood, LLC*, No. 1:21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022) (Young, J.); *Butela v. Midland Credit Mgmt.*, 2022 U.S. Dist. LEXIS 76602 (W.D. Pa. April 27, 2022) (Stickman, J.); *Haston v. Phillips & Cohen Associates, LTD*, 2:20-cv-01069-WSS, Doc. 45 (W.D. Pa. Nov. 11, 2021) (Stickman, J.); *Murphy v. Eyebobs, LLC*, 2021 U.S. Dist. LEXIS 192676 (W.D. Pa. Oct. 6, 2021) (Lanzillo, J.); and *Murphy v. Charles Tyrwhitt, Inc.*, 2020 U.S. Dist. LEXIS 222540 (W.D. Pa. Nov. 25, 2020) (Baxter, J.).

In 2022, Judge Conti of the Western District of Pennsylvania appointed Kevin to a leadership position *In Re: Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL 3014, Doc. 395 (W.D. Pa.). Following this appointment, the Leadership Development Committee voted Kevin to serve as Co-Chair.

Before founding East End, Kevin was a Partner at a national plaintiffs-side class action law firm that The Legal Intelligencer named Litigation Department of the Year for work the firm did while he was a member of that team.

PRACTICE AREAS

Deceptive Business Practices and Consumer Protection

Americans with Disabilities Act

Privacy Violations

EDUCATION

University of Pittsburgh School of Law, J.D., 2011

University of Michigan, BA, 2008

BAR ADMISSIONS

Pennsylvania

The Third Circuit Court of Appeals

The Ninth Circuit Court of Appeals

Eastern District of Pennsylvania

Western District of Pennsylvania

Northern District of New York

Western District of New York

Northern District of Illinois

Eastern District of Michigan

KEVIN W. TUCKER

(continued)

MDL APPOINTMENTS

In Re: Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation, MDL 3014 (W.D. Pa.), Leadership Development Committee Co-Chair (2022)

PROFESSIONAL AFFILIATIONS

University of Pittsburgh School of Law Alumni Board of Governors, Vice-President (2021-), Secretary (2019-2021)

SuperLawyers, Pennsylvania Rising Star for Class Action & Mass Torts (2021-2022)

LawDragon, 500 Leading Plaintiff Consumer Lawyers (2022)

Allegheny County Bar Association, Civil Rights Litigation Committee, Chair (2020-21), Soccer Commissioner (2015-2020)

Pittsburgh Center for Creative Reuse, President (2014-2016)

University of Pittsburgh School of Law, Pitt Legal Income Sharing Founding, President (2009-2011)

FAVORITE RACES

Canal Corridor 100 mile Endurance Run, Ohio (2022, 2020)

24-hr Maine Summer Adventure Race, Maine (2022, 2021)

Twisted Branch 100k Ultra, New York (2021)

Rachel Carson Trail Challenge, Western Pennsylvania (many)

During that time, Kevin helped leadership teams prosecute large multidistrict litigations, including *In Re Equifax, Inc. Customer Data Security Breach Litigation*, MDL 2800 (N.D. Ga.) (Equifax agreed to pay \$5.5 million to a putative class of thousands of banks and credit unions and to spend at least \$25 million on the financial institutions' data security); *In re Vizio, Inc. Consumer Privacy Litigation*, MDL No. 2693 (C.D. Cal.) (Vizio agreed to pay \$17 million to resolve smart-TV owners' claims it collected and shared data about their viewing habits without consent); and *In Re FedLoan Student Loan Servicing Litigation*, MDL 2833 (E.D. Pa.) (a putative nationwide class of student loan borrowers challenges the policies and practices of the country's largest student loan servicer and the U.S. Department of Education in this pending litigation).

As part of this consumer practice, Kevin prosecutes disability discrimination claims for individuals who use auxiliary aids to access digital content, like a website. Kevin has helped secure landmark decisions across the country confirming public accommodations' duty to make digital content fully and equally accessible to everyone. See *Gniewkowski v. Lettuce Entertain You Enterprises, Inc.*, 251 F. Supp 908 (W.D. Pa. 2017); *Access Now, Inc. v. Otter Prods., LLC*, 280 F. Supp. 3d 287 (D. Mass. 2017); and *Access Now, Inc. v. Blue Apron, LLC*, 2017 U.S. Dist. LEXIS 185112 (D. N.H. Nov. 8, 2017). In one of the first cases to resolve on a class-wide basis, the Western District of Pennsylvania acknowledged Kevin's "diligent and effective representation to date and during the Parties' extensive settlement negotiations" and found Kevin and the entire team at East End "will fairly and adequately protect the interests of the entire class in that case." *Murphy v. Eyebobs*, 2021 U.S. Dist. LEXIS 192676, *8-9 (W.D. Pa. Oct. 6, 2021) (Lanzillo, J.).

Kevin works to create positive working relationships with co- and opposing counsel. He works with teams to gameplan for the entire case at the start of the case and readjusts confidently and quickly when appropriate.



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Kevin J. Abramowicz

Partner

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While in law school, Kevin served as an Article Editor for the University of Pittsburgh Law Review and as a judicial extern in the Western District of Pennsylvania. Since then, Kevin has represented hundreds of individuals in many areas of law, seeking to enforce and protect their rights.

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Americans with Disabilities Act

Privacy Violations

Consumer Debt Defense

EDUCATION

University of Pittsburgh School of
Law, J.D., 2015

University of Pittsburgh, BA, 2011

BAR ADMISSIONS

Pennsylvania

The Third Circuit Court of Appeals

The Fifth Circuit Court of Appeals

Western District of Pennsylvania

Western District of New York

Kevin started as an attorney at a national, plaintiffs class action law firm. After that, he founded a consumer rights law firm. Today, Kevin is co-founder of East End Trial Group. He currently represents consumers experiencing debt, credit, and privacy issues, and individuals with disabilities.

Courts certified Kevin as class counsel in cases concerning the rights of consumers and workers denied their fair wages. *See, e.g., Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-204, Doc. 41 (W.D. Pa. Nov. 17, 2022) (Lanzillo, J.); *Giannaros v. Poly-Wood, LLC*, No. 1:21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022) (Young, J.); *Butela v. Midland Credit Mgmt.*, 2022 U.S. Dist. LEXIS 76602 (W.D. Pa. April 27, 2022) (Stickman, J.); *Haston v. Phillips & Cohen Associates, LTD.*, 2:20-cv-01069-WSS, Doc. 45 (W.D. Pa. Nov. 11, 2021) (Stickman, J.); *Murphy v. Eyebobs, LLC*, 2021 U.S. Dist. LEXIS 192676 (W.D. Pa. Oct. 6, 2021) (Lanzillo, J.); *Murphy v. Charles Tyrwhitt, Inc.*, 2020 U.S. Dist. LEXIS 222540 (W.D. Pa. Nov. 25, 2020) (Baxter, J.); *White v. 1 Person At A Time, LLC*, No. 2:17-cv-01047, ECF No. 28 (W.D. Pa. June 15, 2018) (Fischer, J.); *Hernandez v. AutoZone, Inc.*, 323 F.R.D. 496 (E.D.N.Y. 2018) (Block, J.).

He also has made substantial litigation contributions to class actions that provided millions of dollars in value to persons across the country. *See, e.g., Luca v. Wyndham*, No. 16-cv-746, ECF No. 208-1 (W.D. Pa.); *Morrow v. Ann Inc.*, No. 16-cv-3340, ECF No. 71 (S.D.N.Y.); *Gennock v. General Nutrition Centers, Inc.*, No. 16-cv-633, ECF No. 93-3, Ex. A (W.D. Pa.); *Friske v. Bonnier Corporation*, No. 16-cv-12799, ECF No. 76-1, p. 2 (E.D. Mich.); *Sullivan v. Wenner Media LLC*, No. 16-cv-960, ECF No. 60-1, p. 6 (W.D. Mich.).



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Stephanie Moore

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PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Americans with Disabilities Act

EDUCATION

University of Pittsburgh School of
Law, J.D., 2020

University of Pittsburgh, B.S.,
Business Administration, 2017

Kennedy Catholic High School,
2013

BAR ADMISSIONS

Commonwealth of Pennsylvania

Third Circuit Court of Appeals

Western District of Pennsylvania

While in law school, Stephanie served as a judicial intern for Magistrate Judge Lisa Pupo Lenihan of the U.S. District Court for the Western District of Pennsylvania and a law fellow in the Allegheny County Court of Common Pleas for Judge Kim Eaton. Stephanie also provided free legal services to low-income adults via the Pitt Law Elder Law Clinic and served as an Associate Editor for the University of Pittsburgh Journal of Law and Commerce.

After law school, Stephanie joined East End Trial Group, where she assists with the litigation of consumer protection and civil rights cases, including class actions challenging usurious lending and deceptive debt collection practices, and individual and class cases alleging disability discrimination.

Chief Magistrate Judge Lanzillo of the Western District of Pennsylvania recently certified Stephanie as class counsel on behalf of a nationwide class of visually impaired individuals who use screen reader auxiliary aids to access digital content. *See Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, Docs. 41 and 42 (W.D. Pa. Nov. 17, 2022). In doing so, Judge Lanzillo described Stephanie, and the entire East End team, as “experienced and competent class action counsel who fairly and adequately protected the interests of the putative class throughout th[e] litigation[.]” *Id.* at Doc. 41, ¶ 8.

Stephanie has contributed research and writing to several consumer class actions in state and federal court, including on appeal. *See American Eagle Outfitters, Inc. v. Garcia*, No. 1320 WDA 2021 (Pa. Super.); *Lutz v. Portfolio Recovery Assocs.*, No. 21-1656 (3d Cir.); and *Zirpoli v. Midland Funding LLC*, No. 21-2438 (3d Cir.). But, of her experiences to date, she has most enjoyed working with clients affected by the recall of Philips’ CPAP and Bi-PAP devices, the subject of a mass tort pending in *In Re: Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL 3014 (W.D. Pa.), of which East End is part of Plaintiffs’ leadership.



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Chandler Steiger

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Before law school, Chandler served as a judicial intern for now-President Judge Shawn D. Meyers of the Court of Common Pleas of the 39th Judicial District of Pennsylvania.

While in law school, Chandler served as a judicial intern for Judge Mary Jane Bowes of the Pennsylvania Superior Court and for Magistrate Judge Lisa Pupo Lenihan of the U.S. District Court for the Western District of Pennsylvania. During that time, she also served as a Junior Research Editor for the Pittsburgh Journal of Technology Law and Policy.

After law school, Chandler joined East End Trial Group, where she assists with the litigation of consumer protection and civil rights cases, including class actions challenging usurious lending and deceptive debt collection practices, and individual and class cases alleging disability discrimination.

Chief Magistrate Judge Lanzillo of the Western District of Pennsylvania recently certified Chandler as class counsel on behalf of a nationwide class of visually impaired individuals who use screen reader auxiliary aids to access digital content. *See Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, Docs. 41 and 42 (W.D. Pa. Nov. 17, 2022). In doing so, Judge Lanzillo described Chandler, and the entire East End team, as “experienced and competent class action counsel who fairly and adequately protected the interests of the putative class throughout th[e] litigation[.]” *Id.* at Doc. 41, ¶ 8.

Chandler has successfully defended consumers’ rights to pursue claims in court, *see, e.g., Haston v. Resurgent Capital Servs., L.P.*, No. 2:20-cv-01008, 2022 U.S. Dist. LEXIS 176901 (W.D. Pa. Sept. 29, 2022) (denying defendants’ motion to compel arbitration with prejudice), and contributed research and writing to several class actions in state and federal court, including on appeal, *see American Eagle Outfitters, Inc. v. Garcia*, No. 1320 WDA 2021 (Pa. Super.); *Lutz v. Portfolio Recovery Associates*, No. 21-1656 (3d Cir.); *Zirpoli v. Midland Funding LLC*, No. 21-2438 (3d Cir.).

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Americans with Disabilities Act

EDUCATION

University of Pittsburgh School of
Law, J.D., 2020

Bucknell University, B.A., 2017

Mercersburg Academy, 2013

BAR ADMISSIONS

Commonwealth of Pennsylvania

Third Circuit Court of Appeals

Western District of Pennsylvania

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

ANTHONY HAMMOND MURPHY, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

LE SPORTSAC, INC.,

Defendant.

Civil Action No. 1:22-cv-00058

**ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION
TO CERTIFY CLASS FOR SETTLEMENT PURPOSES AND
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, the parties in the above-captioned litigation have advised the Court that they have settled the litigation, the terms of which have been memorialized in a proposed class action settlement agreement (“the Agreement”);

WHEREAS, Plaintiff has applied to this Court through an unopposed motion for an order (1) certifying the class for settlement purposes, (2) granting preliminary approval of the Agreement resolving all claims in the above-captioned matter, (3) directing notice to the class, and (4) setting a final approval hearing; and

WHEREAS, the Court has read and considered Plaintiff’s Unopposed Motion to Certify Class for Settlement Purposes and for Preliminary Approval of Class Action Settlement (“Motion”), the points and authorities and exhibits submitted therewith, the Agreement, and all of the supporting documents; and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this order as set forth in the Agreement.

2. Plaintiff's Motion is GRANTED. It appears to this Court on a preliminary basis that the Agreement satisfies the elements of Fed. R. Civ. P. 23 and is fair, adequate, and reasonable.

3. The proposed Settlement Class is hereby preliminarily certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

[A] national class including all Blind or Visually Disabled individuals who use screen reader auxiliary aids to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, the Website from the United States.

4. The Court finds that Plaintiff Anthony Hammond Murphy will fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates Mr. Murphy as representative of the Settlement Class.

5. The Court finds that attorneys Kevin Tucker, Kevin Abramowicz, Chandler Steiger, and Stephanie Moore of East End Trial Group LLC, and Lawrence Fisher of LawFirst, are experienced and competent counsel who will continue to fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates attorneys Tucker, Abramowicz, Steiger, Moore, and Fisher as Class Counsel for the Settlement Class.

6. The Court finds that the Long-Form Notice attached to the Agreement as Agreement Exhibit 1 and the notice plan attached to the pending motion as Exhibit 3 meet due process requirements, the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, and ensure notice is well calculated to reach representative class members. The notice and notice plan are hereby approved.

7. As soon as practicable, but no later than thirty (30) days after the Court's entry of a Preliminary Approval order, Defendant shall, at its expense:

(a) Add dates to the placeholders in the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1.

(b) Ensure the Settlement Website is live and may be accessed over the internet. Defendant and Class Counsel shall ensure that the documents published on the Settlement Website are fully and equally accessible to Settlement Class Members via the Settlement Website, or otherwise. Defendant shall further ensure that the Settlement Website tracks the number of visitors to the Website; and that the Settlement Website remains published for at least 180 days after the date the Court grants final approval of the Agreement.

(c) Cause the Long-Form Notice to be published on, and make the following documents filed in the Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and all supporting documents, and the Court's orders concerning preliminary approval as well as any supporting memorandum. Defendant and Class Counsel shall ensure the documents identified in this Section shall be fully accessible by individuals who use screen reader auxiliary aids.

(d) Add an invisible link at the beginning of the Website to direct consumers using screen readers to the Settlement Website. The link shall include alternative text which reads "Click to view our ADA class action settlement notice." Defendant will ensure this link remains published for at least 180 days after the date the Court grants final approval of the Agreement.

(e) Publish posts concerning the Settlement Website on each of Defendant's social media accounts, including, where applicable, <https://www.facebook.com/lesportsac>, <https://www.instagram.com/lesportsac>, and <https://twitter.com/lesportsac>. The post shall be in the form set forth immediately below (it is agreed and understood that the exact language is subject to change) and shall include alternative text to ensure the post is fully accessible by individuals who

use screen reader auxiliary aids. Defendant will maintain the posts on its social media accounts during the Agreement Term.

Visit <https://www.lesportsacADAsettlement.com> to learn more about Le Sportsac's agreement to make its digital content accessible to screen reader users.

(f) Publish a blog post on the Website in the form set forth immediately below (it is agreed and understood that the exact language is subject to change). Defendant shall ensure the post is fully accessible by individuals who use screen reader auxiliary aids. Defendant will maintain the blog post on its Website during the Agreement Term.

A proposed settlement has been reached that would resolve the class action lawsuit filed in the United States District Court for the Western District of Pennsylvania at *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58. The lawsuit alleges Le Sportsac, Inc. violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website does not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content. Under the settlement, Le Sportsac, Inc., agrees to make its website, and any new website it develops or acquires accessible to screen reader users. For a more complete summary of the terms of the proposed settlement, please visit <https://www.lesportsacADAsettlement.com>.

8. As soon as practicable, but no later than seven (7) days after they are filed, Defendant shall make any motion for attorneys' fees and costs, and supporting documentation, as well as any order granting or denying any motion for attorneys' fees and costs, available for download on the Settlement Website. Defendant shall ensure the documents identified in this Section shall be fully accessible by individuals who use screen reader auxiliary aids.

9. As soon as practicable, but no later than thirty-five (35) days after the Court's entry of a Preliminary Approval order, Class Counsel shall, at its expense, request that at least the following organizations publish notice in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: (1) ACHIEVA, (2) American Action Fund for Blind Children and Adults, (3) American Council of the Blind, (4) American Foundation for the Blind, (5) Blinded American Veterans Foundation, (6)

Blinded Veterans Association, (7) Foundation Fighting Blindness, (8) Civil Rights Education and Enforcement Center, (9) Disability Law Center, (10) Disability Rights Education and Defense Fund, and (11) National Federation of the Blind.

10. No less than five (5) days before the final approval hearing, Defendant shall provide Class Counsel with a declaration that all of the obligations in Paragraphs 7 and 8, *supra*, have been discharged, along with the number of visitors to the Settlement Website.

11. Within seventy-five (75) days of this order, Plaintiff shall move for final approval and for reasonable attorneys' fees and costs.

12. Within sixty (60) days of this order, Defendant or Defendant's counsel shall file a declaration evidencing Defendant's compliance with this order.

13. Within sixty (60) days of this order, Class Counsel shall file a declaration evidencing its compliance with this order.

14. Within ninety (90) days of this order, any Settlement Class Member may object to the Agreement by filing written objections with the Clerk of the Court ("Objection Deadline"). Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the final approval hearing.

15. Within ninety-five (95) days of this order, which is five (5) days after the Objection Deadline, the parties shall respond to any timely-filed objections.

16. A final approval hearing shall be held before this Court on _____, 2023 at _____ ET in the United States District Court for the Western District of Pennsylvania, Erie Division, located at 17 South Park Row, Erie, PA 16501, to determine whether the Agreement shall be granted final approval, and to address any related matters.

17. The final approval hearing may, from time to time and without further notice to the Settlement Class Members (except those who have filed timely objections or entered appearances), be continued or adjourned by order of the Court.

18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this order or the terms of the Agreement.

IT IS SO ORDERED

Dated: _____

Honorable Richard A. Lanzillo
Chief Magistrate Judge