Code at the Door:

Authenticated Delivery and the Reasonable Modification Requirement Under ADA Title III

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Working draft, June 2026 (v0.4)

Abstract

A consumer with a disability orders goods online, pays in full, and then cannot receive them. For orders above a value threshold, the seller conditions delivery on an in person authentication: the customer must be physically present, answer the door to an unfamiliar person on the driver's schedule, and read a one time code aloud to the driver, with no remote, written, or accessible alternative accepted. This article argues that the authenticated delivery handoff is itself a place of public accommodation, a staffed physical commercial transaction at a fixed location that is covered under Title III even in the circuits that require a connection to a physical place, so the argument needs no reform of the nexus doctrine. It then argues that conditioning the completion of a paid sale on an authentication the customer's disability makes impossible, while refusing any accessible alternative, is a failure to make a reasonable modification under 42 U.S.C. §12182(b)(2)(A)(ii) and a denial of full and equal enjoyment of goods already purchased under §12182(a). It identifies two distinct classes for whom the requirement is a wall: those whose disability is centered on control of the in person encounter, for whom the requirement reconstructs the barrier the digital channel removed, and those, including deaf, blind, and speech disabled customers, for whom the oral, in person code exchange is itself an inaccessible method of communication. Finally, it anticipates the seller's fraud prevention defense and shows that secure and accessible alternatives exist, so that the refusal to offer any of them, not the existence of a security measure, is the violation.

Keywords: ADA Title III; reasonable modification; *PGA Tour v. Martin*; place of public accommodation; delivery; possession transfer; effective communication; disability access.

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Contents

I. Introduction

A customer with a disability buys a television online. The price clears. Days later the carrier attempts delivery, and the customer learns that this order, because it is above some value threshold, cannot simply be left at the door. The seller requires the customer to be physically present, to come to the door while the driver waits, and to read aloud a one time code that authenticates receipt. Amazon, which operates this system at national scale, sends the recipient a six digit code on the delivery day and instructs the customer to read it to the driver in person, not over the phone or an intercom; without it, the driver is directed not to release the package.[1] A doorbell camera will not satisfy the requirement; the seller does not accept a remote handoff. If the customer is not at the door, in person, with the code, the goods go back, and the customer, who has already paid, does not receive what was bought.

For most customers this is a minor friction. For a customer whose disability is the reason the customer shops online in the first place, it is a wall. A person with agoraphobia, with a serious mental illness marked by fear of strangers, with contamination focused obsessive compulsive disorder, with severe social anxiety, with post-traumatic stress disorder, with an immune condition that makes close contact dangerous, or with a physical condition that makes reaching the door in time impossible, uses the digital channel precisely to avoid the unscheduled, close range, in person encounter the authentication now compels. A second group is excluded by a different feature of the same policy: a deaf or hard of hearing customer, a blind or low vision customer, or a customer with a speech disability cannot perform an oral exchange of a code at the door at all. The seller has taken payment through a channel built to remove the encounter and then conditioned delivery on staging it, or on an oral transaction that some customers cannot conduct.

1. *Secure Delivery with a One-Time Password*, Amazon Customer Service, https://www.amazon.com/gp/help/customer/display.html?nc (last visited June 29, 2026) (stating that a one time password is required on delivery for some orders due to item value, that a six digit code is sent to the customer on the delivery day, and instructing the recipient to read the code to the driver "in person and not over phone or intercom").

This article makes a narrow argument and declines a broad one. The broad argument, that consumer digital services should be covered by Title III without a physical nexus, is contested and is litigated elsewhere. This article does not need it. It selects the one point in the transaction where the physical place is undeniable. When the seller dispatches its own agent to the customer's door and requires a credential exchange before releasing the goods, that handoff is a staffed, physical, in person commercial transaction occurring at a fixed location. It is a place of public accommodation under the most demanding reading any circuit has adopted, and coverage attaches without any reform of the nexus doctrine.

From that footing the argument is straightforward. Title III requires a public accommodation to make reasonable modifications to its policies, practices, and procedures when necessary to afford goods and services to individuals with disabilities, unless the modification would fundamentally alter the nature of those goods and services.[2] Conditioning the delivery of goods already purchased on an in person authentication that a customer's disability makes impossible, while offering no accessible alternative, is a policy that denies that customer the full and equal enjoyment of the goods the customer has bought.[3] The seller will answer that the requirement is a fraud prevention measure. That answer does not save it, because accessible alternatives exist that preserve the security interest, and the refusal to offer any of them, rather than the existence of a security step, is the failure the statute reaches.

Part II establishes that the authenticated handoff is a place of public accommodation. Part III shows that delivery is part of the goods the customer purchased, not an event outside the protected transaction. Part IV applies the reasonable modification requirement. Part V identifies the affected classes and the two mechanisms by which the requirement excludes them. Part VI confronts the security defense and explains why it fails. Part VII notes that the argument needs no nexus reform and flags a parallel avenue under Section 504. Part VIII concludes.

2. 42 U.S.C. §12182(b)(2)(A)(ii).

3. 42 U.S.C. §12182(a) (prohibiting discrimination in the "full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation").

II. The Authenticated Handoff Is a Place of Public Accommodation

The strength of this argument is its modesty about coverage. It does not ask a court to hold that a website is a place of public accommodation, or that a purely digital service is. It asks only that a court recognize what is plainly physical: the moment a human agent of the seller stands at a fixed location and conducts an authenticated exchange of goods for a credential.

Title III's category (E) reaches a "sales or rental establishment," and category (F) reaches a "service establishment," each closing with a residual clause.[4] An authenticated delivery handoff is a sale completed in person. The driver is the seller's agent, the location is fixed for the duration of the transaction, and the exchange involves authentication, transfer of goods, and confirmation of receipt. That an exchange is brief, or occurs at the threshold of the customer's home rather than inside a storefront, does not remove it from the category. The functional features that make a storefront a place of public accommodation, a commercial actor transacting with a member of the public at an identifiable physical point, are all present.

The same seller also operates unstaffed pickup lockers, which present a related but distinct question, and the staffed handoff does not depend on how that question comes out. In the Fifth Circuit, whether an unstaffed machine is itself a place of public accommodation is genuinely uncertain after *Magee v. Coca-Cola Refreshments USA, Inc.*, which held that freestanding glass-front vending machines are not "sales establishments" within the statutory list.[5] But the locker is not that vending machine, even on *Magee*'s own terms. The court's liability holding turned on the fact that the vendor neither owned nor operated the hospital and bus station where its machines sat, and the court expressly left open that those machines could be reached through the accommodations that housed them. The locker is the opposite of a severed machine in someone else's building. It is the possession transfer endpoint of the seller's own transaction architecture, which the seller owns, operates, and controls from the routing of the order through the access code to the release of the goods. A plaintiff challenging the locker is

4. 42 U.S.C. §12181(7)(E), (F).

5. *Magee v. Coca-Cola Refreshments USA, Inc.*, 833 F.3d 530 (5th Cir. 2016).

suing the operator of an integrated commercial system, not the vendor of equipment placed on another entity's premises. That distinction is developed elsewhere, and this paper does not rest on it. This paper rests on the door.

Applied to the staffed handoff, *Magee* does not even reach the threshold, because its analysis was about a machine and the handoff is not one. The handoff is the seller's own agent completing the seller's own sale in person. Whatever the status of an unstaffed device, a human agent transacting with a member of the public at a fixed location is the ordinary conduct of a sales or service establishment, and the seller that dispatches the agent, sets the authentication protocol, and controls the release of the goods is the entity that owns and operates that transaction. The vending machine analysis has nothing to say about it.

Finally, the model for connecting a seller's online ordering to its physical operations is already familiar. In *Robles v. Domino's Pizza, LLC*, the Ninth Circuit held that a seller's website and application were covered because they connected customers to the seller's physical operations, including pickup and delivery.[6] The authenticated handoff is the physical operation to which the seller's ordering system connects. A court need not extend *Robles* at all to reach the handoff; it need only recognize the handoff as the physical place the ordering system leads to.

III. Delivery Is Half of the Sale

A defendant might concede that the handoff is physical yet argue that delivery is a courtesy outside the protected transaction, so that any barrier at the door does not touch the customer's enjoyment of the goods. Commercial law refutes the premise. Under the Uniform Commercial Code, the seller's basic obligation is "to transfer and deliver" and the buyer's is to accept and pay.[7] Delivery is not an afterthought to the bargain; it is half of the seller's core performance. Tender of delivery requires the seller to put conforming goods at the buyer's disposition and

6. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898 (9th Cir. 2019).

7. U.C.C. §2-301 (Am. L. Inst. & Unif. L. Comm'n 1977). Article 2 has been enacted in every state.

to give the buyer whatever notice is reasonably necessary to take delivery.[8] If the seller fails to deliver, the buyer may cancel, recover the price already paid, cover, or recover damages for nondelivery.[9]

The legal architecture of a sale therefore runs through the transfer of possession. Title III protects the "full and equal enjoyment of the goods" of a public accommodation.[10] A customer who has paid for goods but cannot complete the possession transfer, because the seller conditions that transfer on a physical act the customer's disability forecloses, has not enjoyed the goods on full and equal terms. The transaction was completed unequally. A doctrine that protected the disabled customer through browsing and payment but treated the final transfer of possession as legally weightless would protect everything about the sale except the part where the customer actually receives what was bought, a result commercial law does not tolerate and the statute's text does not support.

IV. Conditioning Delivery on an Impossible Authentication Denies a Reasonable Modification

Title III does not merely forbid the outright exclusion of disabled customers. It affirmatively requires a public accommodation to make "reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter" their nature.[11] The Supreme Court applied this requirement in *PGA Tour, Inc. v. Martin*, holding that a golf tour had to modify its walking rule to permit a competitor with a disability to use a cart, because the modification was necessary to afford him access and did not fundamentally alter the nature of

8. U.C.C. §2-503(1).
9. U.C.C. §§2-711 to 2-713.
10. 42 U.S.C. §12182(a).
11. 42 U.S.C. §12182(b)(2)(A)(ii).

the competition.[12] The analysis the Court applied is the analysis that governs here. A policy of general application, neutral on its face, must yield to a modification that a disability makes necessary, unless the modification would change something essential about the service.

The in person authentication requirement is such a policy. It is neutral on its face: every customer ordering above the threshold is asked to be present and provide the code. For the affected customer, a modification is necessary to afford access to the goods, because without one the customer cannot receive what was bought. And the modifications available are not exotic. A seller could accept a remote confirmation entered by the customer in the application at the moment the driver arrives, a customer entered code transmitted without an in person exchange, account based verification, advance written authorization to leave the goods, or a designated alternative recipient. Each delivers the goods to the paying customer without compelling the in person encounter or the oral exchange. The requirement that a court must scrutinize is therefore not whether the seller may verify delivery at all, but whether the seller may refuse every accessible method of verification and insist on the one method these disabilities foreclose. Under *Martin*, the seller bears the burden of showing that providing an accessible alternative would fundamentally alter the service, and delivering the same goods to the same customer through an equally secure but accessible channel alters nothing essential about the sale.

That a seller operates without physical storefronts does not change the duty. In *Massachusetts v. E*Trade Access, Inc.*, the court applied this same reasonable modification framework to a company running an exclusively electronic and mail based business with no physical branches, explaining that once the plaintiff shows a requested modification is reasonable in a general sense, the defendant must make it unless the defendant proves a fundamental alteration, and finding the proposed policy change reasonable on its face for that branchless business.[13] A seller that fulfills and physically delivers goods to the public stands at least as

12. *PGA Tour, Inc. v. Martin*, 532 U.S. 661 (2001).

13. *Massachusetts v. E*Trade Access, Inc.*, 464 F. Supp. 2d 52 (D. Mass. 2006).

squarely within the duty as a branchless financial firm whose only physical touchpoint was an automated machine.

V. The Affected Classes and the Two Mechanisms of Exclusion

The harm here is not generic inconvenience, and the argument should not be stated as though it were. Two identifiable classes are excluded, by two different mechanisms, and the claim is strongest when each is named precisely.

A. Control of the in person encounter

For the first class, the decisive feature is not that the customer cannot physically reach the door. It is that the value the customer draws from online ordering is control over the in person encounter: control over its timing, its proximity, its predictability, and whether it happens at all. The authentication requirement removes exactly that control, and it removes it at the one step the customer cannot route around, the receipt of the goods.

Consider the conditions on which the requirement bites hardest, and the distinct mechanism in each. Agoraphobia is characterized by fear and avoidance of situations from which escape may be difficult, and clinical study finds that leaving home and being home alone are among the most commonly reported agoraphobic situations.[14] For such a customer, the accommodation is the avoidance of an unstructured threshold encounter, and the requirement compels precisely that encounter. For a person with a serious mental illness marked by persecutory fear, the cognitive model understands the delusion as an unfounded threat belief maintained by safety behaviors, the most common of which is avoidance, including minimizing how often one goes outside or faces strangers.[15] Such a customer who has goods delivered is not

14. *See* Habibeh Barzegar et al., *A Descriptive Study of Agoraphobic Situations and Correlates on Panic Disorder*, 28 Middle E. Current Psychiatry art. 47 (2021) (reporting that leaving home alone and being home alone were among the most frequent agoraphobic situations); Am. Psychiatric Ass'n, *Diagnostic and Statistical Manual of Mental Disorders* (5th ed., text rev. 2022) [hereinafter DSM-5-TR] (criteria for agoraphobia).

15. *See* Daniel Freeman et al., *Virtual Reality in the Treatment of Persecutory Delusions*, 209 Brit. J. Psychiatry 62 (2016) (describing persecutory delusions as unfounded threat beliefs maintained by safety-seeking behaviors, of which avoidance is the most common).

simply avoiding the door but controlling when to face an unknown person, on the customer's own assessment of safety; the requirement strips that control by compelling an unscheduled, real time exchange with an unfamiliar person who is demanding a credential. For a person with contamination focused obsessive compulsive disorder, avoidance is a common feature and is particularly associated with contamination concerns, and the accommodation is control over the contamination pathway, the parcel that can sit, be handled, and be opened on the person's terms; the timed hand to hand exchange removes that control.[16] For a person with post-traumatic stress disorder, particularly a survivor of home invasion or assault, an unscheduled stranger at the door triggers the hypervigilance and threat response the condition is defined by.[17] For a person who is immunocompromised, the close range contact is a physical risk. And for a person with a mobility or fatigue condition, or a condition that confines the person to bed or bathroom for unpredictable stretches, the inability to reach or answer the door within the driver's window forecloses receipt outright.

These are different mechanisms producing the same exclusion, which is why the legal claim does not vary across them. The reasonable modification requirement is one rule. What changes from disability to disability is only the reason the in person authentication is impossible or harmful: threat, contamination, infection, sensory and social overload, or physical inability. The seller's policy denies each of these customers the same thing, receipt of goods already purchased, for the same statutory reason, that it conditions that receipt on an act the disability forecloses while refusing any accessible alternative.

B. The authentication method itself

The second class is excluded not by the encounter but by the form of the credential exchange. Amazon's instruction is to read a numeric code aloud to the driver, in person, and not over

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16. *See* Vladan Starčević et al., *The Nature and Correlates of Avoidance in Obsessive-Compulsive Disorder*, 45 Australian & N.Z. J. Psychiatry 871 (2011) (finding avoidance common in obsessive-compulsive disorder and particularly associated with contamination obsessions, and associated with greater illness severity).

17. *See* DSM-5-TR, *supra* (criteria for post-traumatic stress disorder, including hypervigilance and avoidance of trauma-associated stimuli).

a phone or intercom. A deaf or hard of hearing customer may not perceive the knock or the driver's prompt and cannot reliably conduct an unaided spoken exchange at the door. A blind or low vision customer faces the tasks of locating and reading a six digit code on a screen, identifying the driver, and reaching the door within the window. A customer with a speech disability, including a nonspeaking autistic customer, cannot perform an oral code exchange at all. For this class the barrier is the communication method, and Title III already requires public accommodations to furnish auxiliary aids and services and to take the steps necessary to ensure effective communication with individuals with disabilities.[18] A code that must be spoken aloud to a driver, offered through no other channel, is not effective communication for a customer who cannot speak or hear it, and the same accessible alternatives that serve the first class, a customer entered code in the application, account based verification, or advance authorization, resolve the communication barrier as well.

A further configuration deserves brief mention. Title III also forbids discrimination against an individual because of that individual's known relationship or association with a person who has a disability.[19] A customer who is the sole caregiver for a person with a disability, and who cannot leave that person to wait at the door for an unscheduled handoff, presents a related claim that the same modifications resolve.

Two points of precision keep the claims defensible. First, the relevant conditions are disabilities under the Act when they substantially limit a major life activity, and the Americans with Disabilities Act Amendments Act of 2008 directs that the definition be construed broadly in favor of coverage.[20] The claim is not that every person with one of these diagnoses is housebound or unreachable, but that for the subgroups described, the requirement either reconstructs the barrier the digital channel removed or imposes a credential exchange the disability forecloses. Second, the claim is therefore not that disabled customers in general have a grievance whenever an interaction is inconvenient. It is the narrower and stronger claim that for

18. 42 U.S.C. §12182(b)(2)(A)(iii); 28 C.F.R. §36.303 (auxiliary aids and services; effective communication).
19. 42 U.S.C. §12182(b)(1)(E).
20. 42 U.S.C. §12102(4)(A); ADA Amendments Act of 2008, Pub. L. No. 110-325, 122 Stat. 3553.

these identifiable classes, the requirement denies access to goods already purchased, and that an accessible alternative is available and refused.

VI. The Security Defense and Why It Fails

The seller's response is foreseeable and is not frivolous. The in person code requirement serves a real interest: reducing fraud and theft on higher value shipments by confirming that the goods reached the intended recipient. A defendant will argue that a remote handoff defeats that purpose, because the point of an in person credential is to confirm that an actual person at the delivery location received the goods, and that accepting a camera image or a remote acknowledgment reopens the fraud the requirement was designed to close.

The argument fails on the statute's own terms, because the reasonable modification inquiry does not pit access against security as though only one can prevail. It asks whether an accessible modification would fundamentally alter the service, and a modification that preserves the security interest while removing the in person demand does not. The security interest is in verifying that the right recipient received the goods. That interest can be served without an unscheduled face to face exchange: by a code the customer enters in the application from inside the home when the driver arrives, by account based authentication tied to the customer's verified identity, by a one time confirmation the customer controls, or by advance authorization the customer affirmatively provides. Each confirms receipt by the right recipient as reliably as a code read to the driver at the threshold, and several confirm it more reliably, because they tie receipt to the customer's authenticated account rather than to whoever happens to open the door. That the seller can vary the recipient is something the seller already concedes, because its own policy permits the customer to designate another trusted person to receive the package in person.[21] A seller that can hand the transaction to a different human at the customer's direction can also accept a confirmation that does not require an in person, oral exchange at all. What the seller

21. *Secure Delivery with a One-Time Password*, *supra* (permitting the customer to share the code with a chosen person who can receive the package on the customer's behalf).

has not done is offer any accessible path for the customer who cannot perform the in person or spoken exchange. The violation is not that the seller verifies delivery. It is that the seller refuses every accessible method of verifying it. A security measure for which secure and accessible alternatives exist, offered to no one who needs them, is not a defense to the failure to modify; it is the policy that the duty to modify reaches.

VII. Coverage Without Nexus Reform, and a Parallel Avenue Under Section 504

The argument made here is deliberately confined to a footing that holds in every circuit. It does not depend on whether a website is a place of public accommodation, and it does not depend on resolving the split over whether Title III requires a connection to a physical place. It rests on a physical place whose physicality no court has questioned, the staffed, fixed location handoff, and on a requirement, reasonable modification, that applies to every covered entity. A court skeptical of broad digital coverage can decide this case without touching that question, because the place at issue is as physical as a checkout counter.

A parallel avenue may exist under Section 504 of the Rehabilitation Act, which prohibits disability discrimination by programs and activities receiving federal financial assistance and, unlike Title III, does not turn on the existence of a physical place at all. Whether Section 504 reaches a given seller depends on whether that seller, or an operation integrated into its core business, receives federal financial assistance within the meaning of the statute and the Civil Rights Restoration Act of 1987, an inquiry that is entity specific and that this article does not resolve. The point here is only that the Title III reasonable modification theory stands on its own, and that a Section 504 theory, where the assistance predicate is satisfied, would supply an independent and in some respects stronger route to the same conclusion, including a more settled footing for disparate impact analysis. The Title III argument requires no such predicate and is the argument on which this article rests.

VIII. Conclusion

The customer paid. The goods exist, dispatched, a short distance away. The only thing standing between the customer and the goods the customer already owns is a policy that requires an in person, spoken authentication the customer's disability forecloses, and a refusal to accept any accessible way of confirming the same delivery. That is not a failure of the digital channel. It is the digital channel doing exactly what it was supposed to do, taking the order and the payment without an in person encounter, followed by a delivery policy that stages the encounter anyway, at the one step the customer cannot avoid, and in a form some customers cannot perform. Title III requires the seller to modify that policy unless doing so would fundamentally alter the sale, and delivering the same goods to the same customer through an equally secure, accessible channel alters nothing. The seller may keep its security. It may not keep it by holding the customer's purchased goods hostage to a door the customer cannot answer, or a code the customer cannot speak.