

Code at the Door

Authenticated delivery and the reasonable modification requirement under ADA Title III

A disabled consumer orders online, pays in full, and then cannot receive the goods, because the seller conditions delivery on standing at the door and reading a one-time code aloud to a stranger, with no accessible alternative. The handoff is a physical place of public accommodation in any circuit, so the argument needs no nexus reform, and refusing every accessible way to confirm the same delivery is a failure to make a reasonable modification.

DELIVERY-DAY REQUIREMENT

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"Read the code to the driver **in person and not over phone or intercom.**" No code, no release.

The customer already paid. The goods go back anyway.

The seller took payment through a channel built to remove the in-person encounter, then conditioned delivery on staging it, at the one step the customer cannot route around. **For the customer whose disability is the reason they shop online, that is a wall.**

It does not touch the nexus fight. It rests on the door.

Declined: the broad claim that digital services are covered without a physical nexus. Contested, litigated elsewhere, and unnecessary here.

Selected: the one point where the place is undeniable, a staffed, fixed-location handoff, covered under the most demanding reading any circuit has adopted.

From there it is straightforward: reasonable modification unless a fundamental alteration, and delivering the same goods to the same customer through an equally secure, accessible channel alters nothing.

The Handoff Is a Place of Public Accommodation

A staffed, fixed-location sale, and why the vending-machine cases never reach it

A human agent transacting with the public at a fixed point is the ordinary conduct of a sales establishment.

MAGEE DOESN'T REACH IT

The vending-machine holding turned on a vendor that neither owned nor operated the building its machines sat in. The handoff is the opposite: the seller's **own agent, own sale, own controlled release**. Its analysis was about a machine; the handoff is not one.

ROBLES ALREADY CONNECTS IT

A seller's site and app were covered because they connect customers to its physical operations, including delivery. **The handoff is that physical place, no extension of Robles required.**

"To transfer and deliver." Delivery is not a courtesy. It is half of the seller's core performance.

The UCC makes possession transfer the spine of the sale, if the seller fails to deliver, the buyer may cancel, recover the price paid, cover, or recover damages. The legal architecture of a sale runs through the transfer of possession.

Title III protects the full and equal enjoyment of the goods. **A customer who paid but cannot complete the transfer has not enjoyed the goods equally, and the statute's text does not tolerate protecting everything except the part where the customer receives what was bought.**

The Reasonable Modification

PGA Tour v. Martin governs, and the alternatives are not exotic

The question is not whether the seller may verify delivery. It is whether it may refuse every accessible way to.

A cart for Casey Martin did not alter the game. An accessible confirmation does not alter the sale. Five ready alternatives:

In-app confirmation Entered from inside when the driver arrives.	Customer-entered code Transmitted without an oral exchange.	Account verification Tied to the customer's verified identity.	Advance authorization Written leave-at-door consent.	Designated recipient A trusted person the seller already allows.
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Under Martin the seller carries the burden of proving fundamental alteration, and **E*Trade Access applied this same duty to an entirely branchless business.**

Sources 42 U.S.C. §12182(b)(2)(A)(ii); PGA Tour, Inc. v. Martin, 532 U.S. 661 (2001); Massachusetts v. E*Trade Access, Inc., 464 F. Supp. 2d 52 (D. Mass. 2006); Gilly, sec. IV.

Two Classes, Two Mechanisms of Exclusion

One rule, named precisely for the encounter and for the credential

The digital channel removed the encounter. The requirement reconstructs it.

The value is control, over timing, proximity, predictability. Different mechanisms, the same exclusion, one legal claim.

Agoraphobia Leaving home and being home alone are among the most reported feared situations.	Persecutory SMI An unscheduled credential demand strips control over when to face an unknown person.	Contamination OCD The timed hand-to-hand exchange removes control over the contamination pathway.
PTSD An unscheduled stranger at the door triggers the defining hypervigilance and threat response.	Immunocompromise Close-range contact at the threshold is a direct physical risk.	Mobility / fatigue Reaching or answering the door in the driver's window forecloses receipt outright.

Sources Barzegar et al., 28 Middle E. Current Psychiatry art. 47 (2021); Freeman et al., 209 Brit. J. Psychiatry 62 (2016); Starčević et al., 45 Australian & N.Z. J. Psychiatry 871 (2011); DSM-5-TR (2022); Gilly, sec. V.A.

A code you must speak aloud is not effective communication for someone who cannot speak or hear it.

A **deaf** customer cannot conduct an unaided spoken exchange; a **blind** customer must locate and read a six-digit code and identify the driver in the window; a **nonspeaking** customer cannot perform an oral exchange at all. Title III already requires auxiliary aids and effective communication, and the same alternatives resolve it.

TWO POINTS OF PRECISION

These are disabilities when they substantially limit a major life activity, construed broadly under the ADAAA. And the claim is narrow: not that any inconvenience is a grievance, but that for these classes the requirement **denies access to goods already purchased, with an accessible alternative available and refused**. A sole caregiver states a related association claim.

The inquiry does not pit access against security. It asks whether the accessible option alters the service.

The interest is confirming the right recipient received the goods. Account-based authentication and a customer-controlled code do that **more reliably** than a code read to whoever opens the door.

The seller already lets the customer designate another trusted recipient. One that can hand the transaction to a different human **can accept a confirmation with no in-person exchange at all.**

The violation is not that the seller verifies delivery. It is that it refuses every accessible method of verifying it.

As physical as a checkout counter. A skeptical court can rule without touching the nexus split.

The theory holds in every circuit: it rests on a place no court has questioned and a duty that applies to every covered entity. **No reform of the nexus doctrine is required.**

A parallel avenue: **Section 504** does not turn on a physical place at all. Where the federal-assistance predicate is met, it is an independent and in some respects stronger route, with a more settled footing for disparate impact.

The goods exist, dispatched, a short distance away. The only thing between the customer and what they already own is a policy demanding an in-person, spoken authentication the disability forecloses, and a refusal of any accessible way to confirm the same delivery. Title III requires the seller to modify that policy unless doing so fundamentally alters the sale, and an equally secure, accessible channel alters nothing.

The seller may keep its security. It may not keep it by holding purchased goods hostage to a door the customer cannot answer, or a code the customer cannot speak.

Table of Authorities

All authorities as cited in Gilly, T. (2026), Code at the Door, Working draft, June 2026 (v0.4). Reproduced verbatim from the article's footnotes.

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

STATUTES & REGULATIONS

42 U.S.C. §12181(7)(E), (F).

42 U.S.C. §12182(a).

42 U.S.C. §12182(b)(1)(E).

42 U.S.C. §12182(b)(2)(A)(ii), (iii).

42 U.S.C. §12102(4)(A).

28 C.F.R. §36.303.

ADA Amendments Act of 2008, Pub. L. No. 110-325, 122 Stat. 3553.

U.C.C. §§2-301, 2-503(1), 2-711 to 2-713 (Am. L. Inst. & Unif. L. Comm'n 1977).

Rehabilitation Act of 1973 §504; Civil Rights Restoration Act of 1987.

OTHER AUTHORITIES

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Habibeh Barzegar et al., A Descriptive Study of Agoraphobic Situations and Correlates on Panic Disorder, 28 Middle E. Current Psychiatry art. 47 (2021).

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Vladan Starčević et al., The Nature and Correlates of Avoidance in Obsessive-Compulsive Disorder, 45 Australian & N.Z. J. Psychiatry 871 (2011).