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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANDREW FRANCISCO, a conserved adult, by and through his conservators JULIE FRANCISCO and DAVID FRANCISCO; and NOAH FRANCISCO, a minor, by and through his guardians ad litem JULIE FRANCISCO and DAVID FRANCISCO; individually and on behalf of all others similarly situated; JULIE FRANCISCO, individually; and DAVID FRANCISCO, individually,

Plaintiffs,

vs.

COASTAL ACADEMY CHARTER, a California public charter school and local educational agency,

Defendant.

CASE NO.: '26CV6345 RBM DEB

CLASS ACTION

COMPLAINT FOR:

1. Violation of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.* (Declaratory and Injunctive Relief on Behalf of the Class; Damages);

2. Violation of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Declaratory and Injunctive Relief on Behalf of the Class; Damages);

3. Declaratory Relief, 28 U.S.C. § 2201 (Preclusive Effect of Final Administrative Decision); and

4. Attorneys' Fees and Costs, 20 U.S.C. § 1415(i)(3)(B)

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Andrew Francisco ("Andrew") and Noah Francisco ("Noah") are brothers with Down syndrome and intellectual disabilities who were educated for years

alongside their nondisabled peers in general education classrooms operated by Defendant Coastal Academy Charter ("Coastal Academy"). On behalf of themselves and a class of similarly situated students, they challenge Coastal Academy's policy and practice of offering California's alternate pathway to a high school diploma, California Education Code section 51225.31, only through a segregated special education program or home-based independent study (the "Policy"). The Policy violates Title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12131 *et seq.*, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. § 794.

2. California enacted the alternate pathway to a diploma in 2022 through Assembly Bill 181, codified at Education Code section 51225.31. The statute requires a local educational agency, including a charter school, to exempt an eligible student with exceptional needs from local graduation requirements that are additional to the statewide course requirements and to award that student a high school diploma if they complete "state standards aligned coursework to meet the statewide course requirements specified in Section 51225.3." Cal. Educ. Code § 51225.31(a)(1), (b)(1)-(2), (d). The award of that diploma does not change the local educational agency's obligation to provide a free appropriate public education ("FAPE") and does not "otherwise constitute a change in placement." *Id.* § 51225.31(a)(2).

3. Coastal Academy nevertheless conditions access to the alternate pathway on the acceptance of placement in a specific setting. Under the Policy, the only way a student may pursue the alternate pathway is to receive all core academic instruction in a segregated special education class known as the Pathfinders Program (formerly the Functional Skills Program), or through home-based independent study. The Policy forces every student who seeks the alternate pathway out of general education core academic classes, regardless of the student's individual needs or demonstrated ability to learn alongside nondisabled peers.

4. Andrew challenged the application of the Policy to him in a due process hearing before the California Office of Administrative Hearings ("OAH"), OAH Case No. 2025090092. On March 26, 2026, following a six-day hearing, the Administrative Law Judge ("ALJ") issued a Decision (the "Decision") finding that Coastal Academy denied Andrew a FAPE on each of the five issues litigated, including by failing to offer placement in the least restrictive environment, predetermining his placement in the Pathfinders Program, and denying him state

standards aligned coursework required by section 51225.31. Coastal Academy did not appeal. The Decision is final and binding.

5. The Decision did not end the Policy. Coastal Academy applied the same Policy to Noah during the 2025-2026 school year, and it continues to apply the Policy to every student who seeks the alternate pathway during the 2026-2027 school year. Coastal Academy continues to place all such students in the segregated Pathfinders Program, continues to provide them fewer minutes of instruction in each course, and continues to deny them access to core content instruction among their typically developing peers.

6. Plaintiffs seek, on behalf of themselves and the Class defined below, a declaration that the Policy violates Title II and Section 504 and a permanent injunction requiring Coastal Academy to rescind the Policy and to make the alternate pathway available on an individualized basis in the most integrated setting appropriate to each student's needs. Andrew and Noah also seek damages on their own behalf. Andrew and his parents, Julie Francisco and David Francisco, further seek a declaration of the preclusive effect of the Decision and an award of the reasonable attorneys' fees and costs they incurred as prevailing parties in OAH Case No. 2025090092 and in this action.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1343(a)(3)-(4) because this action arises under the laws of the United States, including Title II of the ADA, 42 U.S.C. § 12131 *et seq.*, Section 504, 29 U.S.C. § 794, and the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400 *et seq.* The Court has jurisdiction over the claim for attorneys' fees under 20 U.S.C. § 1415(i)(3)(A)-(B). The Court may grant declaratory relief and further necessary or proper relief under 28 U.S.C. §§ 2201 and 2202.

8. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (2) because Coastal Academy is located in this District, Plaintiffs reside in this District, and the events and omissions giving rise to Plaintiffs' claims occurred in this District.

PARTIES

9. Plaintiff Andrew Francisco is a conserved adult who resides in the County of San Diego, California. He brings this action by and through his parents and conservators, Julie Francisco and David Francisco. Fed. R. Civ. P. 17(c)(1). Andrew has a medical diagnosis of Down syndrome and is eligible for special education and related services on the bases of

intellectual disability and speech or language impairment. Andrew is a qualified individual with a disability within the meaning of Title II of the ADA and Section 504.

10. Plaintiff Noah Francisco is a minor who resides in the County of San Diego, California. He brings this action by and through his parents, Julie Francisco and David Francisco, whose appointment as his guardians ad litem is sought concurrently with the filing of this Complaint. Noah has a medical diagnosis of Down syndrome and is eligible for special education and related services on the basis of intellectual disability. Noah is a qualified individual with a disability within the meaning of Title II of the ADA and Section 504.

11. Plaintiffs Julie Francisco and David Francisco (together, the "Parents") are Andrew's and Noah's parents and reside in the County of San Diego, California. The Parents are parents of Andrew within the meaning of 20 U.S.C. § 1401(23), were parties to OAH Case No. 2025090092 on Andrew's behalf, and bring the Third and Fourth Causes of Action in their own right together with Andrew.

12. Defendant Coastal Academy Charter is a California public charter school located in San Diego County. Coastal Academy is its own local educational agency ("LEA") for purposes of special education and is responsible under federal and state law for providing students with disabilities enrolled in its schools a FAPE in the least restrictive environment. Coastal Academy is an LEA within the meaning of California Education Code section 51225.31(d). Coastal Academy operates a high school program and a K-8 program. Coastal Academy is a public entity within the meaning of 42 U.S.C. § 12131(1) and receives federal financial assistance within the meaning of 29 U.S.C. § 794.

STATUTORY AND REGULATORY FRAMEWORK

A. The IDEA's Least Restrictive Environment Requirement

13. The IDEA requires an LEA to offer each eligible student a FAPE through an individualized education program ("IEP") "reasonably calculated to enable a child to make progress appropriate in light of the child's circumstances." *Endrew F. ex rel. Joseph F. v. Douglas Cnty. Sch. Dist. RE-1*, 580 U.S. 386, 399 (2017); 20 U.S.C. §§ 1401(9), 1414(d)(1)(A).

14. The IDEA requires that, "[t]o the maximum extent appropriate," students with disabilities be educated with students who are not disabled, and that "removal of children with disabilities from the regular educational environment occur[] only when the nature or severity of the disability of a child is such that education in regular classes with the use of

supplementary aids and services cannot be achieved satisfactorily." 20 U.S.C. § 1412(a)(5)(A); 34 C.F.R. §§ 300.114-300.120. This mainstreaming requirement reflects Congress's strong preference for educating students with disabilities in regular classrooms with their nondisabled peers. *Sacramento City Unified Sch. Dist. v. Rachel H.*, 14 F.3d 1398, 1403 (9th Cir. 1994).

15. Placement decisions must be made individually by a group that includes the parents, must be based on the student's IEP, and must be made from a continuum of alternative placements. 34 C.F.R. §§ 300.115, 300.116(a)-(b). A student with a disability may not be removed from education in age-appropriate regular classrooms "solely because of needed modifications in the general education curriculum." 34 C.F.R. § 300.116(e).

16. To determine whether a placement satisfies the mainstreaming requirement, the Ninth Circuit balances (1) the academic benefits of placement in the regular classroom, with appropriate supplementary aids and services, as compared to a special education classroom; (2) the non-academic benefits of interaction with nondisabled peers; (3) the effect of the student's presence on the teacher and other students; and (4) the cost of mainstreaming. *Rachel H.*, 14 F.3d at 1404; *D.R. ex rel. R.R. v. Redondo Beach Unified Sch. Dist.*, 56 F.4th 636, 643 (9th Cir. 2022). For a student whose disability precludes achievement at grade level, the academic benefit of a general education placement is measured by progress toward the goals in the student's IEP, not by grade-level performance. *D.R.*, 56 F.4th at 644-45.

B. The Alternate Pathway to a Diploma

17. Education Code section 51225.31 provides that an LEA "shall exempt an individual with exceptional needs who satisfies the eligibility criteria described in subdivision (b) from all courses and other requirements adopted by the governing board or body of the local educational agency that are additional to the statewide course requirements specified in Section 51225.3 and shall award the pupil a diploma of graduation from high school." Cal. Educ. Code § 51225.31(a)(1). The statute expressly applies to charter schools. *Id.* § 51225.31(d).

18. A student with exceptional needs who entered ninth grade in the 2022-2023 school year or later is eligible if the student's IEP provides that (1) the IEP team has deemed the student eligible to take the state alternate assessments, and (2) the student is required to complete "state standards aligned coursework to meet the statewide course requirements specified in Section 51225.3." Cal. Educ. Code § 51225.31(b)(1)-(2).

19. The award of a diploma under section 51225.31 "does not change a local educational agency's obligation to provide a free appropriate public education . . . or otherwise constitute a change in placement." Cal. Educ. Code § 51225.31(a)(2). The statute further entitles eligible students to participate in graduation ceremonies and activities "with their grade-level peers with and without disabilities." *Id.* § 51225.31(c). Nothing in section 51225.31 authorizes an LEA to remove a student from general education instruction as a condition of pursuing the alternate pathway, or to displace the individualized placement determination that federal law requires.

C. Title II of the ADA and Section 504

20. Congress enacted the ADA to provide "a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities." 42 U.S.C. § 12101(b)(1). Congress found that "historically, society has tended to isolate and segregate individuals with disabilities," and that discrimination persists in critical areas including education. *Id.* § 12101(a)(2)-(3).

21. Title II provides that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." 42 U.S.C. § 12132. Title II applies to public education.

22. Title II's implementing regulations prohibit a public entity from, among other things: affording a qualified individual with a disability an opportunity to participate in or benefit from a service that is not equal to that afforded others, 28 C.F.R. § 35.130(b)(1)(ii); providing a service that is not as effective in affording an equal opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement as that provided to others, *id.* § 35.130(b)(1)(iii); providing different or separate services to individuals with disabilities unless necessary to provide services that are as effective as those provided to others, *id.* § 35.130(b)(1)(iv); denying a qualified individual with a disability the opportunity to participate in services that are not separate or different, notwithstanding the existence of separate programs, *id.* § 35.130(b)(2); and utilizing methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination or that defeat or substantially impair accomplishment of the objectives of the entity's program with respect to individuals with disabilities, *id.* § 35.130(b)(3)(i)-(ii).

23. A public entity must make reasonable modifications in policies, practices, or procedures when necessary to avoid discrimination on the basis of disability, 28 C.F.R. § 35.130(b)(7)(i), and must administer its services "in the most integrated setting appropriate to the needs of qualified individuals with disabilities," *id.* § 35.130(d). "[U]njustified isolation . . . is properly regarded as discrimination based on disability." *Olmstead v. L.C. ex rel. Zimring*, 527 U.S. 581, 597 (1999).

24. Section 504 provides that "[n]o otherwise qualified individual with a disability . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 29 U.S.C. § 794(a). A "program or activity" includes all of the operations of a local educational agency. *Id.* § 794(b)(2)(B).

25. Section 504's implementing regulations contain prohibitions parallel to those under Title II, 34 C.F.R. § 104.4(b)(1)(ii)-(iv), (b)(2)-(4), and impose specific requirements on public elementary and secondary education programs. A recipient must provide a FAPE to each qualified student with a disability, 34 C.F.R. § 104.33, and "shall place a handicapped person in the regular educational environment operated by the recipient unless it is demonstrated by the recipient that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily," 34 C.F.R. § 104.34(a). Placement decisions must be made by a group of persons knowledgeable about the student, the meaning of evaluation data, and the placement options. 34 C.F.R. § 104.35(c).

FACTUAL ALLEGATIONS

A. Coastal Academy's Policy of Offering the Alternate Pathway Only in a Segregated Setting

26. Coastal Academy operates a special education program for students enrolled in its high school program and its K-8 program. Although Coastal Academy maintains an administrative division between its K-8 and high school programs, the programs share the same special education administration, policies, and procedures.

27. When the alternate pathway to a diploma became available under section 51225.31, Coastal Academy renamed its Functional Skills Program, a segregated special education class, the "Pathfinders Program," and began using it as the vehicle through which students would access the alternate pathway.

28. Coastal Academy adopted and maintains the Policy, under which the only ways a student may pursue the alternate pathway are to receive all core academic instruction in the segregated Pathfinders Program or to enroll in home-based independent study. A student pursuing the standard diploma may take on-campus general education core academic classes; a student pursuing the alternate pathway may not. Coastal Academy communicated the Policy to families in writing, including in an August 30, 2024 prior written notice to Andrew's Parents stating that Andrew's only options for pursuing the alternate pathway were the Pathfinders Program or independent study.

29. Neither option under the Policy permits a student pursuing the alternate pathway to receive core academic instruction alongside nondisabled peers. The Pathfinders Program is a separate classroom populated only by students with disabilities. Home-based independent study removes the student from the school campus, and from nondisabled peers, entirely.

30. Because the Policy dictates in advance the placement of every student who seeks the alternate pathway, it eliminates the individualized determination of placement that federal law requires. The Policy removes students from general education core academic instruction without any determination that education in the regular classroom with supplementary aids and services cannot be achieved satisfactorily, and regardless of the student's demonstrated ability to make progress in that setting.

31. As implemented during the 2024-2025, 2025-2026, and 2026-2027 school years, the Pathfinders Program has failed to provide coursework aligned with state standards and has provided only a fraction of the instructional time provided in each corresponding general education course. The Pathfinders Program also requires that students be taught all subjects by a teacher who is not qualified to teach those subjects to Coastal Academy's general education students. Students in the Pathfinders Program therefore receive instruction that is less effective than, and not equal to, the core academic instruction Coastal Academy provides to nondisabled students.

32. The Policy cannot be reconciled with section 51225.31, which requires that an eligible student's IEP provide state standards aligned coursework, provides that the alternate pathway diploma does not constitute a change in placement, and guarantees eligible students the opportunity to graduate alongside grade-level peers with and without disabilities. Cal. Educ. Code § 51225.31(a)(2), (b)(2), (c).

B. Plaintiff Andrew Francisco

33. Andrew attended Coastal Academy's K-8 program from kindergarten through eighth grade, where he was educated in general education classes alongside peers with and without disabilities. Throughout that time, Andrew was included with his general education peers for academic subjects for more than 80 percent of his school day, and he made progress on his academic and communication goals.

34. Andrew's IEP team deemed him eligible to take the state alternate assessments, and Andrew sought to pursue the alternate pathway to a diploma. Before Andrew's transition to Coastal Academy's high school program for the 2024-2025 school year, his IEP offered placement in general education for 85 percent of his school day.

35. Because Andrew sought to pursue the alternate pathway, Coastal Academy sought to remove him from general education core academic classes and place him in the Pathfinders Program. In the summer of 2024, Coastal Academy's high school program specialist emailed the Parents suggesting that Andrew enroll in the Pathfinders Program. On August 30, 2024, Coastal Academy issued a prior written notice stating that Andrew's only options for pursuing the alternate pathway were the Pathfinders Program or independent study.

36. At an IEP amendment meeting convened on November 7, 2024, and completed on January 24, 2025, Coastal Academy made an IEP offer that removed Andrew from the general education setting for all academic courses and placed him in the Pathfinders Program Functional Academics class, a separate classroom outside the general education setting. The Parents did not consent to that offer.

37. At the time of that offer, Andrew was succeeding in the general education setting. He was making substantial progress toward his IEP goals and had met multiple reading goals months ahead of schedule. He earned a grade of approximately 90 percent in his general education biology course during the first semester and made the honor roll that semester. He had no behaviors that interfered with the learning of his peers, and he benefited from social interaction with his nondisabled classmates.

38. Andrew, by and through the Parents, filed a due process complaint against Coastal Academy with OAH, which was assigned OAH Case No. 2025090092. Administrative Law Judge Rommel P. Cruz conducted a due process hearing over six days in January and

February 2026. Both parties were represented by counsel, presented sworn testimony and documentary evidence, and cross-examined witnesses.

39. On March 26, 2026, ALJ Cruz issued the Decision, finding that Coastal Academy denied Andrew a FAPE during the 2024-2025 school year. Andrew prevailed on each of the five issues litigated. The ALJ found that Coastal Academy's November 7, 2024 and January 24, 2025 IEP offers: (a) failed to offer placement in the least restrictive environment; (b) failed to offer a program designed to address Andrew's unique learning needs; (c) predetermined the offer of placement; (d) denied Andrew a program with state standards aligned coursework to meet the statewide course requirements under California Education Code section 51225.31, subdivision (b)(2); and (e) denied Andrew access to core curriculum instruction to the maximum extent appropriate.

40. Among other findings, the ALJ found that Coastal Academy "arrived at the January 24, 2025 IEP team meeting having already decided to place Student in the Pathfinder Program for all core academic courses." The ALJ ordered Coastal Academy to obtain training for its administrators and special education staff on its obligation to educate students with disabilities alongside their nondisabled peers and on best practices for the inclusion of students with extensive support needs.

41. Coastal Academy did not appeal the Decision, and the time to do so has expired. 20 U.S.C. § 1415(i)(2)(B); Cal. Educ. Code § 56505(k). The Decision is final and binding on all parties. 20 U.S.C. § 1415(i)(1)(A); Cal. Educ. Code § 56505(h). Andrew and the Parents are the prevailing parties in OAH Case No. 2025090092.

C. Plaintiff Noah Francisco

42. Like his brother, Noah was educated at Coastal Academy in the general education setting for the majority of his school day, spending approximately 80 percent of his week in general education. In that setting he consistently made progress on his IEP goals.

43. Coastal Academy convened Noah's annual IEP meeting on March 7, 2025. All team members, including the Parents, agreed to the goals as written. After the meeting, a Coastal Academy administrator altered the majority of Noah's goals by removing references to the goals being completed in the general education setting, using general education curriculum, or being implemented by general education teachers. Coastal Academy refused to reinstate the agreed-upon language.

44. Noah's IEP team deemed him eligible to take the state alternate assessments, and Noah sought to pursue the alternate pathway to a diploma.

45. On April 30, 2025, Coastal Academy convened an IEP amendment meeting to address Noah's transition to its high school program. Although Noah was in general education for nearly 80 percent of his week, none of his general education teachers was invited to the meeting. At that meeting, consistent with the Policy, Coastal Academy proposed placing Noah in the Pathfinders Program for all core academic instruction in ninth grade.

46. Coastal Academy convened a further IEP amendment meeting on June 4, 2025, ostensibly to correct the exclusion of Noah's general education teachers from the April meeting. At that meeting, a Coastal Academy administrator stated that nothing the general education teachers said would change Coastal Academy's offer, confirming that Coastal Academy had predetermined that it would place Noah in the Pathfinders Program. Coastal Academy then withheld the June 4, 2025 IEP document until after the start of the 2025-2026 school year, denying the Parents a clear written offer of program and placement.

47. Coastal Academy applied the Policy to Noah throughout the 2025-2026 school year. As applied to Noah, the Policy required his removal to a segregated setting for all core academic instruction solely because he sought to pursue the alternate pathway, without regard to his individual needs, his demonstrated progress in the general education setting, or the least restrictive environment in which he could be appropriately educated.

48. Noah, by and through the Parents, filed a due process complaint against Coastal Academy with OAH on March 30, 2026, four days after the Decision in Andrew's case. On September 22, 2026, Noah and Coastal Academy entered into a settlement agreement resolving Noah's claims arising under the IDEA. The settlement agreement expressly preserves all of Noah's claims arising outside the IDEA, including the claims asserted in this action.

D. Coastal Academy Has Continued the Policy After the Decision

49. The Decision put Coastal Academy on notice, through a final adjudication in which it fully participated, that applying the Policy to a student who was succeeding in general education violated that student's rights. Coastal Academy did not rescind or modify the Policy in response to the Decision or to the training the ALJ ordered.

50. Instead, Coastal Academy has continued to apply the Policy to every student who seeks the alternate pathway, including Noah during the remainder of the 2025-2026 school

year and all such students during the 2026-2027 school year. Coastal Academy continues to place all students who seek the alternate pathway in the segregated Pathfinders Program for core academic instruction; continues to provide those students fewer minutes of instruction in each course than it provides in the corresponding general education course; and continues to deny those students access to core content instruction and to education among their typically developing peers.

51. Coastal Academy's continuation of the Policy after losing on every issue in Andrew's due process hearing demonstrates that the Policy is a deliberate, institutional choice rather than an individualized judgment about any particular student, and that individual administrative proceedings have not caused, and will not cause, Coastal Academy to change it.

E. Coastal Academy's Knowledge and Deliberate Indifference

52. Coastal Academy adopted, maintained, and applied the Policy with actual knowledge that it was substantially likely to violate Andrew's, Noah's, and other students' federally protected rights, and failed to act on that knowledge. Among other things:

a. Coastal Academy adopted the Policy as a written, categorical rule and communicated it in writing to the Parents in the August 30, 2024 prior written notice, before any IEP team had considered Andrew's individual needs for the 2024-2025 school year;

b. Coastal Academy knew from its own records that Andrew was succeeding in general education, including that he had met multiple reading goals months ahead of schedule, earned approximately 90 percent in his general education biology course, and made the honor roll, yet it proposed to remove him from all general education core academic classes;

c. The Parents objected to the removal of Andrew from general education, did not consent to the offer, and challenged it in due process, putting Coastal Academy on notice of their position that the Policy violated Andrew's rights;

d. After the Parents and the IEP team agreed on Noah's goals on March 7, 2025, a Coastal Academy administrator unilaterally removed references to the general education setting, curriculum, and teachers from those goals and refused to restore them;

e. Coastal Academy excluded Noah's general education teachers from his April 30, 2025 transition IEP meeting and, when it reconvened on June 4, 2025, an administrator stated that nothing the general education teachers said would change the offer;

f. Coastal Academy withheld Noah's June 4, 2025 IEP document until after the 2025-2026 school year began, depriving the Parents of a clear written offer;

g. On March 26, 2026, the ALJ found that Coastal Academy had predetermined Andrew's placement in the Pathfinders Program, denied him placement in the least restrictive environment, and denied him state standards aligned coursework, and ordered training on Coastal Academy's obligation to educate students with disabilities alongside nondisabled peers;

h. Four days later, Noah filed his own due process complaint challenging the same Policy; and

i. Notwithstanding all of the foregoing, Coastal Academy continued to apply the Policy to Noah and to all other students who seek the alternate pathway, including during the 2026-2027 school year.

53. Coastal Academy's conduct was not the product of bureaucratic inaction or negligence. It reflects a deliberate decision to maintain a segregating Policy after Coastal Academy had been told, by the Parents and by a final administrative decision, that the Policy violated the rights of students with disabilities.

F. Plaintiffs' Current Enrollment and Intent to Return

54. Andrew and Noah attended Coastal Academy for their entire academic careers, as did their older siblings. Because Coastal Academy will not permit students to pursue the alternate pathway while receiving core academic instruction in general education, the Parents withdrew Andrew and Noah from Coastal Academy. Andrew and Noah are currently pursuing alternate pathway diplomas at another public charter school.

55. Andrew and Noah remain eligible for special education and related services and for the alternate pathway to a diploma. Both would return to Coastal Academy to complete their diplomas if Coastal Academy rescinded the Policy and offered the alternate pathway on an individualized basis in the general education setting. Coastal Academy has not done so, and Andrew and Noah are deterred from returning by the continued existence of the Policy. Andrew

and Noah therefore face a real and immediate threat of future injury from the Policy, which can be redressed by the injunctive relief sought in this action.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

56. Andrew has exhausted his administrative remedies. He filed a due process complaint, litigated it through a six-day evidentiary hearing, and obtained a final Decision in his favor on every issue. Noah filed a due process complaint with OAH on March 30, 2026, and resolved his IDEA claims by a settlement that expressly preserves the claims asserted here.

57. The IDEA's exhaustion requirement, 20 U.S.C. § 1415(l), does not apply to Andrew's and Noah's claims for compensatory damages under Title II and Section 504, because compensatory damages are not relief "available under" the IDEA. *Luna Perez v. Sturgis Pub. Schs.*, 598 U.S. 142, 147-48 (2023).

58. To the extent section 1415(l) applies to any claim for declaratory or injunctive relief asserted on behalf of Plaintiffs or the Class, *see Fry v. Napoleon Cmty. Schs.*, 580 U.S. 154 (2017), exhaustion is excused. Exhaustion is not required where it would be futile or inadequate, where an agency has adopted a policy or pursued a practice of general applicability that is contrary to law, or where adequate relief is not reasonably available through the administrative process. *Honig v. Doe*, 484 U.S. 305, 326-27 (1988); *Hoeft v. Tucson Unified Sch. Dist.*, 967 F.2d 1298, 1303-04 (9th Cir. 1992). Each of those grounds is present here.

59. *Futility.* The administrative process has already been tried and has proven unable to change the Policy. Andrew pursued that process to a final Decision and prevailed on every issue, including findings that Coastal Academy predetermined his placement in the Pathfinders Program and denied him placement in the least restrictive environment. Coastal Academy did not appeal, yet it continued to apply the identical Policy to Noah and to every other student who seeks the alternate pathway. Requiring each Class member to obtain a separate administrative decision against the same written Policy would produce the same result: individual relief for one student and no change to the Policy.

60. *Inadequacy of administrative remedies.* OAH's jurisdiction in a due process hearing is limited to matters concerning the identification, assessment, educational placement, or provision of a FAPE to the individual student whose parent filed the complaint. 20 U.S.C. § 1415(b)(6), (f); Cal. Educ. Code § 56501(a). OAH cannot certify a class, cannot enjoin an LEA to rescind a policy as to students who are not parties, and cannot award relief to students who

have not yet enrolled or who have been deterred from enrolling by the Policy. The only systemic remedy the ALJ could order in Andrew's case was staff training, and that order did not change the Policy.

61. *Policy of general applicability contrary to law.* Plaintiffs challenge a written, categorical Policy that applies uniformly to every student who seeks the alternate pathway. The Policy does not depend on any individual student's needs; it forecloses consideration of them. Whether a categorical rule conditioning the alternate pathway on segregated instruction is lawful is a question of law that the administrative process is not designed to resolve on a class-wide basis.

62. *Systemic violation.* The relief Plaintiffs seek, rescission of the Policy and restructuring of how Coastal Academy delivers the alternate pathway to all eligible students, addresses a systemic violation that cannot be remedied through individual due process hearings. *See Doe v. Ariz. Dep't of Educ.*, 111 F.3d 678, 682 (9th Cir. 1997); *Hoeft*, 967 F.2d at 1303-04.

63. The purposes of exhaustion have been served. Exhaustion is designed to permit the agency to develop a factual record, apply its expertise, and correct its own errors. Here, OAH conducted a six-day evidentiary hearing that produced a full factual record and detailed findings on the operation of the Policy, the Pathfinders Program, and Coastal Academy's predetermination of placement. Coastal Academy had every opportunity to correct the Policy in light of those findings and chose not to.

CLASS ALLEGATIONS

64. Under Federal Rules of Civil Procedure 23(a) and 23(b)(2), Andrew and Noah bring the First and Second Causes of Action on their own behalf and on behalf of the following class (the "Class"):

> All students with exceptional needs who (1) entered, or will enter, ninth grade in the 2022-2023 school year or later; (2) have been, or will be, deemed eligible by their IEP teams to take the state alternate assessments; (3) seek, or will seek, a diploma under California Education Code section 51225.31; and (4) are enrolled in Coastal Academy's high school program, will enroll in it in the future, or would enroll or re-enroll in it but for the Policy.

65. The Class seeks only declaratory and injunctive relief. Andrew and Noah seek damages solely on their own behalf, and no claim for damages is asserted on behalf of the Class. The claims of the Class arise solely under Title II of the ADA and Section 504.

66. *Numerosity, Fed. R. Civ. P. 23(a)(1).* The Class is so numerous that joinder of all members is impracticable. On information and belief, approximately 14 students in Coastal Academy's high school program are currently subject to the Policy, and approximately 6 additional students in Coastal Academy's middle school grades have been deemed eligible to take the state alternate assessments and will become subject to the Policy when they enter high school. Additional students become subject to the Policy each year as students in Coastal Academy's K-8 program and new enrollees reach high school and seek the alternate pathway. The Class also includes future students, who cannot be identified or joined, and students who have been deterred from enrolling or re-enrolling by the Policy. Class membership changes each year as students enter and leave Coastal Academy's high school program. Class members are students with significant cognitive disabilities who depend on parents, conservators, or educational rights holders to act on their behalf, which further renders joinder impracticable.

67. *Commonality, Fed. R. Civ. P. 23(a)(2).* Plaintiffs' claims and the claims of the Class arise from a single, uniform, written Policy, and they present common questions of law and fact whose answers will resolve the claims of all Class members at once, including:

a. Whether Coastal Academy maintains a policy or practice of offering the alternate pathway to a diploma only through the Pathfinders Program or home-based independent study;

b. Whether the Policy categorically conditions access to the alternate pathway on removal from general education core academic instruction, without an individualized determination of each student's placement;

c. Whether the Policy violates the requirement that services be administered in the most integrated setting appropriate to the needs of qualified individuals with disabilities, 28 C.F.R. § 35.130(d), and that students with disabilities be placed in the regular educational environment unless education there with supplementary aids and services cannot be achieved satisfactorily, 34 C.F.R. § 104.34(a);

d. Whether the Policy denies Class members the opportunity to participate in Coastal Academy's general education core academic courses, which are not separate or different, in violation of 28 C.F.R. § 35.130(b)(2) and 34 C.F.R. § 104.4(b)(3);

e. Whether the Pathfinders Program, including its reduced instructional minutes and lack of state standards aligned coursework, provides Class members an opportunity that is not equal to, and not as effective as, the core academic instruction Coastal Academy provides to nondisabled students, in violation of 28 C.F.R. § 35.130(b)(1)(ii)-(iv) and 34 C.F.R. § 104.4(b)(1)(ii)-(iv);

f. Whether the Policy is a method of administration that has the effect of subjecting Class members to discrimination on the basis of disability, in violation of 28 C.F.R. § 35.130(b)(3) and 34 C.F.R. § 104.4(b)(4);

g. Whether Coastal Academy has failed to make reasonable modifications to the Policy necessary to avoid discrimination on the basis of disability, in violation of 28 C.F.R. § 35.130(b)(7)(i); and

h. Whether Class members are entitled to declaratory and injunctive relief requiring Coastal Academy to rescind the Policy and offer the alternate pathway on an individualized basis in the most integrated setting appropriate to each student's needs.

68. *Typicality, Fed. R. Civ. P. 23(a)(3).* Andrew's and Noah's claims are typical of the claims of the Class. Each is a student whose IEP team deemed him eligible to take the state alternate assessments, who seeks a diploma under section 51225.31, and who has been subjected to, and is deterred from returning to Coastal Academy by, the same Policy that applies to every Class member. Their claims arise from the same course of conduct and rest on the same legal theories as the claims of the Class.

69. *Adequacy, Fed. R. Civ. P. 23(a)(4).* Andrew and Noah will fairly and adequately protect the interests of the Class. They have no interests antagonistic to those of the Class, and the injunctive relief they seek will benefit every Class member. Their parents, who act on their behalf as conservators and guardians ad litem, are committed to prosecuting this action vigorously. Plaintiffs are represented by Vanaman German LLP, whose attorneys have extensive experience litigating special education and disability discrimination claims, including class actions, on behalf of students with disabilities in administrative proceedings and in state and federal court. Vanaman German LLP was lead counsel in the class action that produced the

Chanda Smith Consent Decree governing special education in the Los Angeles Unified School District, one of the largest and most complex IDEA class actions in the nation, and Plaintiffs' counsel David W. German served as associate counsel in that matter during the final six years of the consent decree. On October 24, 2026, Learning Rights Law Center honored Vanaman German LLP for its participation in the *J.R. v. Oxnard School District* class action. Vanaman German LLP will fairly and adequately represent the Class. Fed. R. Civ. P. 23(g).

70. *Rule 23(b)(2).* Coastal Academy has acted or refused to act on grounds that apply generally to the Class by adopting and maintaining a single Policy that applies to every Class member, so that final injunctive relief and corresponding declaratory relief are appropriate respecting the Class as a whole. A single injunction requiring Coastal Academy to rescind the Policy and to offer the alternate pathway on an individualized basis would provide relief to each Class member.

FIRST CAUSE OF ACTION

Violation of Title II of the Americans with Disabilities Act,

42 U.S.C. § 12131 *et seq.*

(By Plaintiffs ANDREW FRANCISCO and NOAH FRANCISCO, Individually and on Behalf of the Class, Against Coastal Academy)

71. Plaintiffs incorporate by reference each of the foregoing paragraphs.

72. Andrew, Noah, and each Class member is a qualified individual with a disability within the meaning of 42 U.S.C. § 12131(2). Each has an intellectual or other disability that substantially limits one or more major life activities, including learning, reading, thinking, and communicating, and each meets the essential eligibility requirements for participation in Coastal Academy's educational program.

73. Coastal Academy is a public entity within the meaning of 42 U.S.C. § 12131(1).

74. Through the Policy, Coastal Academy has excluded Andrew, Noah, and Class members from participation in, and denied them the benefits of, its educational program, and has subjected them to discrimination by reason of their disabilities, in violation of 42 U.S.C. § 12132 and its implementing regulations, by:

a. Affording them an opportunity to participate in and benefit from its educational program that is not equal to that afforded students without disabilities, 28 C.F.R. § 35.130(b)(1)(ii);

b. Providing them educational services that are not as effective in affording an equal opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement as those provided to other students, 28 C.F.R. § 35.130(b)(1)(iii);

c. Providing them different and separate services that are not necessary to provide services as effective as those provided to others, and denying them the opportunity to participate in general education core academic courses that are not separate or different, 28 C.F.R. § 35.130(b)(1)(iv), (b)(2);

d. Utilizing methods of administration, including the Policy, that have the effect of subjecting them to discrimination on the basis of disability and of defeating or substantially impairing accomplishment of the objectives of Coastal Academy's educational program with respect to students with disabilities, 28 C.F.R. § 35.130(b)(3)(i)-(ii);

e. Failing to make reasonable modifications to the Policy necessary to avoid discrimination on the basis of disability, 28 C.F.R. § 35.130(b)(7)(i); and

f. Failing to administer its educational program in the most integrated setting appropriate to their needs by requiring that they be removed from general education core academic instruction in order to pursue the alternate pathway, 28 C.F.R. § 35.130(d).

75. Coastal Academy's unjustified segregation of Andrew, Noah, and Class members on the basis of disability is discrimination prohibited by Title II. *Olmstead*, 527 U.S. at 597.

76. Coastal Academy acted with deliberate indifference to the federally protected rights of Andrew and Noah. As alleged above, Coastal Academy had actual knowledge that the Policy was substantially likely to violate their rights, including through the Parents' objections, its own records of Andrew's and Noah's success in general education, and the Decision, and it failed to act on that knowledge by maintaining and applying the Policy. *See Duvall v. County of Kitsap*, 260 F.3d 1124, 1138-39 (9th Cir. 2001).

77. As a direct and proximate result of Coastal Academy's conduct, Andrew and Noah have suffered injury, including the denial of meaningful and equal access to the benefits of a public education and the loss of equal educational opportunity. Andrew and Noah are entitled to damages in an amount to be proven at trial. 42 U.S.C. § 12133.

78. Unless enjoined, Coastal Academy will continue to apply the Policy to Class members and will continue to deter Andrew and Noah from returning to Coastal Academy, causing ongoing and irreparable harm for which there is no adequate remedy at law. Andrew, Noah, and the Class are entitled to declaratory and injunctive relief and to reasonable attorneys' fees and costs. 42 U.S.C. §§ 12133, 12205.

SECOND CAUSE OF ACTION

Violation of Section 504 of the Rehabilitation Act of 1973,

29 U.S.C. § 794

(By Plaintiffs ANDREW FRANCISCO and NOAH FRANCISCO, Individually and on Behalf of the Class, Against Coastal Academy)

79. Plaintiffs incorporate by reference each of the foregoing paragraphs.

80. Andrew, Noah, and each Class member is an otherwise qualified individual with a disability within the meaning of Section 504. 29 U.S.C. §§ 705(20), 794(a).

81. At all relevant times, Coastal Academy has received federal financial assistance, and all of its operations constitute a program or activity within the meaning of 29 U.S.C. § 794(b)(2)(B).

82. Solely by reason of their disabilities, Coastal Academy has excluded Andrew, Noah, and Class members from participation in, denied them the benefits of, and subjected them to discrimination under its educational program by adopting and implementing the Policy, in violation of 29 U.S.C. § 794(a) and its implementing regulations, including by:

a. Failing to place them in the regular educational environment, with the use of supplementary aids and services, without any demonstration that their education in that environment cannot be achieved satisfactorily, 34 C.F.R. § 104.34(a);

b. Making placement decisions by categorical rule rather than through a group of persons knowledgeable about each student, the meaning of evaluation data, and the placement options, 34 C.F.R. § 104.35(c);

c. Affording them aids, benefits, and services that are not equal to, and not as effective as, those afforded others, and providing different or separate aids, benefits, and services that are not necessary to provide them with aids, benefits, or services as effective as those provided to others, 34 C.F.R. § 104.4(b)(1)(ii)-(iv);

d. Denying them the opportunity to participate in general education core academic courses that are not separate or different, 34 C.F.R. § 104.4(b)(3); and

e. Utilizing methods of administration that have the effect of subjecting them to discrimination on the basis of disability, 34 C.F.R. § 104.4(b)(4).

83. Coastal Academy acted with deliberate indifference to the federally protected rights of Andrew and Noah. As alleged above, Coastal Academy had actual knowledge that the Policy was substantially likely to violate their rights and failed to act on that knowledge, including by continuing to apply the Policy after the Decision. *See Mark H. v. Lemahieu*, 513 F.3d 922, 938 (9th Cir. 2008); *A.G. v. Paradise Valley Unified Sch. Dist. No. 69*, 815 F.3d 1195, 1204 (9th Cir. 2016).

84. As a direct and proximate result of Coastal Academy's conduct, Andrew and Noah have suffered injury, including the denial of meaningful and equal access to the benefits of a public education and the loss of equal educational opportunity. Andrew and Noah are entitled to damages in an amount to be proven at trial. 29 U.S.C. § 794a(a)(2).

85. Unless enjoined, Coastal Academy will continue to apply the Policy to Class members and will continue to deter Andrew and Noah from returning to Coastal Academy, causing ongoing and irreparable harm for which there is no adequate remedy at law. Andrew, Noah, and the Class are entitled to declaratory and injunctive relief and to reasonable attorneys' fees and costs. 29 U.S.C. § 794a(a)(2), (b).

THIRD CAUSE OF ACTION

Declaratory Relief, 28 U.S.C. § 2201: Binding and Preclusive Effect of the Final Administrative Decision

(By Plaintiffs ANDREW FRANCISCO, JULIE FRANCISCO, and DAVID FRANCISCO Against Coastal Academy)

86. Plaintiffs incorporate by reference each of the foregoing paragraphs.

87. The Decision in OAH Case No. 2025090092 is the final administrative determination of the issues it decided and is binding on Coastal Academy. 20 U.S.C. § 1415(i)(1)(A); Cal. Educ. Code § 56505(h). Coastal Academy did not seek review of the Decision within the time permitted by 20 U.S.C. § 1415(i)(2)(B) and California Education Code section 56505(k).

88. Federal courts give the fact-finding of a state agency acting in a judicial capacity, which the parties had an adequate opportunity to litigate, the same preclusive effect it would receive in the courts of the State. *Univ. of Tenn. v. Elliott*, 478 U.S. 788, 799 (1986); *Miller v. County of Santa Cruz*, 39 F.3d 1030, 1032-33 (9th Cir. 1994); *see United States v. Utah Constr. & Mining Co.*, 384 U.S. 394, 422 (1966).

89. In OAH Case No. 2025090092, OAH acted in a judicial capacity. The ALJ presided over a six-day adversarial evidentiary hearing at which Coastal Academy was represented by counsel, presented witnesses and documentary evidence, cross-examined Plaintiffs' witnesses, and had a full and fair opportunity to litigate each issue. The ALJ resolved disputed issues of fact properly before OAH and issued a written Decision with findings of fact and conclusions of law. Coastal Academy had the right to seek judicial review of the Decision and chose not to.

90. Among the issues actually litigated and necessarily decided in the Decision were that Coastal Academy, through its November 7, 2024 and January 24, 2025 IEP offers to Andrew: (a) failed to offer placement in the least restrictive environment; (b) failed to offer a program designed to address Andrew's unique learning needs; (c) predetermined Andrew's placement in the Pathfinders Program, having "already decided to place Student in the Pathfinder Program for all core academic courses" before the January 24, 2025 IEP team meeting; (d) denied Andrew a program with state standards aligned coursework to meet the statewide course requirements under California Education Code section 51225.31, subdivision (b)(2); and (e) denied Andrew access to core curriculum instruction to the maximum extent appropriate.

91. An actual and justiciable controversy exists between Andrew and the Parents, on the one hand, and Coastal Academy, on the other, regarding the effect of the Decision. Although Coastal Academy did not appeal the Decision, it has continued to apply the Policy that the Decision found it applied to Andrew, and Andrew and the Parents are informed and believe that Coastal Academy disputes that the Policy is unlawful and will seek to relitigate in this action the facts found in the Decision.

92. Andrew and the Parents are entitled to a declaration that the Decision is final and binding on Coastal Academy and that the findings of fact and conclusions of law in the

Decision are entitled to preclusive effect against Coastal Academy in this action as to the issues actually litigated and necessarily decided in OAH Case No. 2025090092.

FOURTH CAUSE OF ACTION

Attorneys' Fees and Costs Under the IDEA, 20 U.S.C. § 1415(i)(3)(B)

(By Plaintiffs ANDREW FRANCISCO, JULIE FRANCISCO, and DAVID FRANCISCO Against Coastal Academy)

93. Plaintiffs incorporate by reference each of the foregoing paragraphs.

94. The IDEA authorizes the Court, in its discretion, to award reasonable attorneys' fees as part of the costs to a prevailing party who is a parent. 20 U.S.C. § 1415(i)(3)(B)(i)(I).

95. Andrew is eligible for special education and related services under the IDEA, and Julie Francisco and David Francisco are his parents within the meaning of 20 U.S.C. § 1401(23). Andrew, by and through the Parents, was the petitioner in OAH Case No. 2025090092.

96. Andrew and the Parents are the prevailing parties in OAH Case No. 2025090092. Following a six-day hearing, the ALJ issued the Decision on March 26, 2026, finding that Coastal Academy denied Andrew a FAPE and that Andrew prevailed on each of the five issues litigated. The Decision materially altered the legal relationship between the parties by ordering relief against Coastal Academy, including training for its administrators and special education staff.

97. To vindicate Andrew's rights in the administrative proceeding and in this action, Andrew and the Parents have incurred, and continue to incur, reasonable attorneys' fees, costs, and expenses.

98. Andrew and the Parents are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in connection with OAH Case No. 2025090092 and in pursuing those fees in this action. 20 U.S.C. § 1415(i)(3)(B)-(C).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Coastal Academy as follows:

1. An order certifying the Class under Federal Rules of Civil Procedure 23(a) and 23(b)(2), appointing Andrew Francisco and Noah Francisco as Class representatives,

and appointing Vanaman German LLP as Class counsel under Federal Rule of Civil Procedure 23(g);

2. A declaration that the Policy, under which Coastal Academy offers the alternate pathway to a diploma under California Education Code section 51225.31 only through the Pathfinders Program or home-based independent study, violates Title II of the ADA, 42 U.S.C. § 12132, and its implementing regulations, 28 C.F.R. § 35.130(b)(1)(ii)-(iv), (b)(2), (b)(3), (b)(7)(i), and (d), and Section 504, 29 U.S.C. § 794(a), and its implementing regulations, 34 C.F.R. §§ 104.4(b), 104.34(a), and 104.35(c);

3. A permanent injunction requiring Coastal Academy, its officers, agents, employees, and all persons acting in concert with them, to:

a. Immediately rescind the Policy and cease conditioning access to the alternate pathway to a diploma on placement in the Pathfinders Program, home-based independent study, or any other separate setting;

b. Within thirty (30) days, provide written notice to the families of all Class members currently enrolled in Coastal Academy, and to Andrew and Noah, that the alternate pathway is available to eligible students receiving core academic instruction in general education classes with appropriate supplementary aids, services, modifications, and supports;

c. Within sixty (60) days of a request by the parent or educational rights holder of any Class member, convene an IEP team meeting, including the student's general education teachers, to determine the student's placement on an individualized basis from the full continuum of placements, including general education core academic courses with supplementary aids and services;

d. Ensure that alternate pathway coursework is aligned with state standards as required by California Education Code section 51225.31(b)(2), and that students pursuing the alternate pathway in any setting receive instructional time in each course equivalent to that provided in the corresponding general education course;

e. Within ninety (90) days, adopt and distribute written policies and procedures implementing the alternate pathway consistent with this injunction, subject to review by Plaintiffs' counsel and approval by the Court;

f. Provide training to its administrators, special education staff, and general education teachers on the requirements of this injunction and on the inclusion of students with extensive support needs in general education core academic courses; and

g. Report to the Court and Plaintiffs' counsel at intervals the Court directs, for a period of not less than three (3) years, on Coastal Academy's compliance, including the number of students pursuing the alternate pathway and the setting in which each receives core academic instruction;

4. An order that the Court retain jurisdiction to monitor and enforce compliance with its injunction;

5. A declaration that the Decision in OAH Case No. 2025090092 is final and binding on Coastal Academy and that its findings of fact and conclusions of law are entitled to preclusive effect against Coastal Academy in this action as to the issues actually litigated and necessarily decided;

6. Compensatory damages to Andrew Francisco and Noah Francisco in an amount to be proven at trial under 42 U.S.C. § 12133 and 29 U.S.C. § 794a(a)(2);

7. An award to Andrew Francisco, Julie Francisco, and David Francisco of their reasonable attorneys' fees, costs, and expenses incurred in OAH Case No. 2025090092 and in pursuing those fees in this action, under 20 U.S.C. § 1415(i)(3)(B);

8. An award to Plaintiffs of their reasonable attorneys' fees, litigation expenses, and costs incurred in this action under 42 U.S.C. § 12205 and 29 U.S.C. § 794a(b);

9. Pre-judgment and post-judgment interest as permitted by law; and

10. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Dated: November 6, 2026

Respectfully submitted,
VANAMAN GERMAN LLP

/s/ David W. German
David W. German
Attorney for Plaintiffs ANDREW FRANCISCO, NOAH FRANCISCO, JULIE FRANCISCO, and DAVID FRANCISCO