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21 *Attorneys for Plaintiffs*

22 **UNITED STATES DISTRICT COURT**
23 **SOUTHERN DISTRICT OF CALIFORNIA**

24 EIGHTEEN CADETS: KENDALL
25 ANDERSON, CHRISTOPHER
26 CHODKOWSKI, DE'ANDRE CLARK,
27 ANDREW FOGEL, LUDGY GERMAIN,
28 DISNEY-SEAN GRANNELL, JAMAAL
JOHNSON, KRYSTALL JONES, ADAM
KHAN, ASHLEY KUMAR, FAITH
LITTLE, HONNAH LUSBY, SAMIRA
MCGOWAN, KETSIA MIANDA,
THIAGO ORTEGA, IVANA PAGE,
TRISTON SANDERSON, and MATHIAS
THELUS, individually,

Case No.: **'25CV3609 BAS MSB**
COMPLAINT
DEMAND FOR JURY TRIAL

1 Plaintiffs,

2 v.

3 AMERICAN AIRLINES, INC.,
4 AMERICAN AIRLINES GROUP, INC.,
5 AMERICAN AIRLINES FEDERAL
6 CREDIT UNION, and COAST FLIGHT
7 TRAINING AND MANAGEMENT, INC.,

8 Defendants.

9
10 Plaintiffs Kendall Anderson, Christopher Chodkowski, De’Andre Clark, Andrew
11 Fogel, Ludgy Germain, Disney-Sean Grannell, Jamaal Johnson, Krystall Jones, Adam
12 Khan, Ashley Kumar, Faith Little, Honnah Lusby, Samira McGowan, Ketsia Mianda,
13 Thiago Ortega, Ivana Page, Triston Sanderson, and Mathias Thelus (“Plaintiffs” or
14 “Cadets”), are non-white individuals induced to enroll in flight school through false
15 promises of prime opportunities that were not actually available and never came.
16 Additionally, Defendants unlawfully targeted and discriminated against Plaintiffs on the
17 basis of race. Plaintiffs therefore bring this action for damages, injunctive relief, and
18 declaratory relief against Defendants American Airlines, Inc., American Airlines Group,
19 Inc. (collectively, “American”), Coast Flight Training (“Coast”) (American and Coast
20 collectively referred to as “Defendants”), and American Airlines Federal Credit Union
21 (“AAFCU” or “Credit Union”) pursuant to the California Unfair Competition Law
22 (“UCL”), Cal. Bus. & Prof. Code § 17200 *et seq.*; the California False Advertising Law
23 (“FAL”), Cal. Bus. & Prof. Code § 17500 *et seq.*; the California Consumer Legal
24 Remedies Act (“CLRA”), Cal. Civ. Code § 1750 *et seq.*; the Texas Deceptive Trade
25 Practices Act (“DTPA”), Tex. Bus. & Com. Code § 17.01 *et seq.*; the California Unruh
26 Civil Rights Act (“Unruh Civil Rights Act”), Cal. Civ. Code § 51 *et seq.*; the Equal Credit
27 Opportunity Act (“ECOA”), 15 U.S.C. § 1691 *et seq.*; Section 1981 of the Civil Rights
28 Act of 1866 (“Section 1981”), 42 U.S.C. § 1981; Title VI of the Civil Rights Act of 1964

1 (“Title VI”), 42 U.S.C. § 2000d; and the Racketeer Influenced and Corrupt Organizations
2 Act (“RICO”), 18 U.S.C. § 1961 *et seq.* Plaintiffs also bring claims of fraud and
3 defamation under California and Texas common law. Plaintiffs allege as follows:

4 **I. INTRODUCTION**

5 1. In 2018, American Airlines—the world’s largest airline—announced a new
6 initiative that it claimed would “change the airline industry and provide aspiring pilots
7 with a life changing opportunity.”¹ American launched the American Airlines Cadet
8 Academy (“AACA” or “Cadet Academy”), purportedly a “first-of-its-kind” flight training
9 program designed to provide aspiring pilots with the training, financing, and mentoring
10 needed to become commercial airline pilots. *Id.*

11 2. American promised potential cadets the opportunity to interview and receive
12 a conditional job offer with the airline’s regional carriers upon completion of the AACA.
13 The AACA website advertised “Income potential in 12 months” and a “Curated career
14 track to American” with “No prior training required.”² American suggested that those
15 who completed the AACA would be on the road to making “\$135 – \$235K+” as a flight
16 captain.³ The fact that the pilot training—which usually takes years—was expedited made
17 the AACA especially attractive to prospective cadets.

18 3. American partnered with several flight schools, including Coast, to provide
19 flight training to AACA cadets. Coast offered training at locations in San Diego,
20 California, San Marcos, Texas, and Dallas, Texas.

21 4. The Plaintiffs, non-white former AACA cadets, applied for and enrolled at
22

23 ¹ *American Airlines Announces New Program to Recruit Next Generation of Pilots with*
24 *Launch of Cadet Academy*, AMERICAN AIRLINES NEWSROOM (Apr. 24, 2018), <https://news.aa.com/news/news-details/2018/American-Airlines-Announces-New-Program-to-Recruit-Next-Generation-of-Pilots-With-Launch-of-Cadet-Academy/>.

25 ² Internet Archive Wayback Machine, AMERICAN AIRLINES CADET ACADEMY, <https://web.archive.org/web/20230313082034/https://aacadetacademy.com/> (captured Mar. 13,
26 2023).

27 ³ Internet Archive Wayback Machine, *Pilot Journey*, AMERICAN AIRLINES CADET
28 ACADEMY, <https://web.archive.org/web/20230131170526/https://aacadetacademy.com/pilot-journey/> (captured Jan. 31, 2023).

1 the AACA to pursue the life-changing opportunity that American promised. However,
2 they found that, instead of offering a pathway to a prestigious career as a pilot, the AACA
3 barely resembled the comprehensive, state-of-the-art, 12-month program advertised on
4 American’s and Coast’s slick websites and brochures.

5 5. To attract potential cadets like the Plaintiffs, Defendants unleashed a
6 fraudulent, deceptive, and discriminatory campaign that deliberately targeted people of
7 color—who are historically and presently disproportionately underrepresented in the
8 aviation field.

9 6. Defendants made false and misleading statements to Plaintiffs and the public
10 about the AACA, including but not limited to, misrepresentations about the rate of
11 program completion, the length of time required to complete the AACA, the cost of the
12 AACA (allegedly capped at \$110,000, and later \$120,000, for all costs associated with
13 the program), the frequency of flight training opportunities, the availability of American
14 pilot mentors to guide cadets through the program, and the sufficiency of training
15 resources at the AACA at Coast.

16 7. In reliance on these representations, each Plaintiff took out a large loan—
17 either from the AAFCU or another private loan provider—ranging from \$52,000 to
18 \$120,000 to fund their training at the AACA at Coast. Plaintiffs left steady employment
19 and other opportunities to train at the AACA. All Plaintiffs relocated to be closer to an
20 AACA location, incurring significant moving expenses.

21 8. The reality at the AACA bore little resemblance to Defendants’
22 representations and what Plaintiffs thought that they had signed up for. In reality,
23 completing the program required a significantly longer commitment than the 12 months
24 promised by Defendants at a significantly greater cost than the amount advertised. Each
25 Plaintiff spent substantially more time and money on the program than promised by
26 Defendants or would have had to do so in order to complete it. This was in part because
27 the program did not have the advertised resources, facilities, and staff. During the
28 program, each Plaintiff was able to train and fly much less than the advertised five to six

1 days per week. Contrary to Defendants’ promises, only four of the 18 Plaintiffs received
2 a mentor within the first three months of starting the program, and eight never received a
3 mentor at all. Plaintiffs’ training was hampered by high turnover and inconsistency among
4 instructors and too few functional aircraft for all cadets to train consistently.

5 9. Defendants did not conduct their predatory and fraudulent scheme on an
6 equal opportunity basis. Instead, Defendants engaged in racial discrimination by
7 intentionally targeting and preying on non-white students seeking to break into a white-
8 dominated industry.

9 10. American engaged in “reverse redlining” by directing its advertising and
10 marketing activities to non-whites. American explicitly touted the diversification of the
11 pilot corps as the goal of the AACA. Its website and print materials prominently featured
12 non-white pilots and aspiring pilots to lure minority candidates.

13 11. Defendants’ discriminatory targeting of non-white students was successful.
14 Plaintiffs estimate that about 50% of the AACA cadets in their cohorts (people who
15 started at the same time) were people of color. The disparity between non-white
16 representation in the aviation field and the overrepresentation of non-whites at the AACA
17 indicates that Defendants purposefully and intentionally marketed the AACA to people
18 of color.

19 12. Defendants’ efforts to develop and train a new diverse generation of pilots
20 would be commendable if the AACA were what it claimed to be—a high-quality,
21 accelerated, cost-saving program in which people with little or no aviation experience
22 could become licensed commercial pilots in one year. Instead, Defendants targeted people
23 of color for participation in a substandard program that Defendants knew they had almost
24 no chance of completing.

25 13. To add insult to injury, Defendants not only conned Plaintiffs into enrolling
26 in the AACA but then also subjected them to blatant race discrimination and a hostile
27 environment. Defendants committed and perpetuated a pattern and practice of systemic
28 race discrimination at the AACA including disparate treatment regarding, inter alia: (1)

1 scheduling; (2) instructor assignment; (3) grading/evaluation; (4) mentorship; (5)
2 placement and treatment in the remedial program; and (6) forced withdrawals and
3 terminations from the Cadet Academy. Defendants also fostered a pervasively racist,
4 hostile environment at the AACA.

5 14. After deliberately drawing in cadet classes with high numbers of people of
6 color, Coast allowed its majority white instructors and staff to operate a program that was
7 overtly biased and hostile towards non-white students. Coast instructors made racially
8 derogatory statements about non-white students. For example, an instructor called one
9 Black Plaintiff’s brown skin “dirty” and her fingernails “ghetto,” and another instructor
10 told a Black Plaintiff that he had a “tiny brain” and excoriated him in front of his peers
11 by telling him to “shut the fuck up.” Defendants knew about this racially hostile conduct
12 and did nothing to address it.

13 15. The systemic racism, bias, and hostile environment delayed Plaintiffs’
14 training even further, and made it impossible for them to succeed in the AACA—so much
15 so that, upon information and belief, non-white cadets at the AACA were over three times
16 more likely to be removed or forced to resign from the AACA than white cadets.
17 Defendants terminated fourteen Plaintiffs from the AACA for pretextual reasons and
18 forced several other Plaintiffs to resign in the face of continued, unrelenting
19 discrimination.

20 16. Plaintiffs enrolled in the AACA at Coast to pursue their dreams of becoming
21 fully licensed commercial pilots for the world’s largest airline. Instead of being a vehicle
22 to diversify the pilot profession, the AACA proved to be a nightmare where Plaintiffs,
23 like other non-white cadets, experienced overt race discrimination and constant
24 unfulfilled promises.

25 **II. THE PARTIES**

26 **A. PLAINTIFFS**

27 17. Plaintiff Kendall Anderson is a resident of Dallas, Texas. Prior to attending
28 the AACA, Plaintiff Anderson lived in San Diego, California. In reliance on Defendants’

1 misrepresentations, she attended the AACA at Coast in San Diego, where she lived until
2 April 2024. Defendants removed Plaintiff Anderson from the AACA in March 2023.

3 18. Plaintiff Christopher Chodkowski is a resident of Battlefield, Missouri. Prior
4 to attending the AACA, Plaintiff Chodkowski lived in Battlefield, Missouri. In reliance
5 on Defendants' misrepresentations, he moved to San Marcos, Texas to attend the AACA
6 at Coast, where he lived from September 2022 to December 2023. Defendants removed
7 Plaintiff Chodkowski from the AACA in February 2024.

8 19. Plaintiff De'Andre Clark is a resident of Dallas, Texas. Prior to attending the
9 AACA, Plaintiff Clark lived in Hayward, California. In reliance on Defendants'
10 misrepresentations, he moved to Dallas, Texas to attend the AACA at Coast, where he
11 has lived since September 2022. Plaintiff Clark was forced to resign from the AACA in
12 August 2023.

13 20. Plaintiff Andrew Fogel is a resident of San Diego, California. Prior to
14 attending the AACA, Plaintiff Fogel was a California resident living in Israel. In reliance
15 on Defendants' misrepresentations, he moved to San Diego, California to attend the
16 AACA at Coast, where he has lived since December 2021. Plaintiff Fogel was forced to
17 resign from the AACA in October 2023.

18 21. Plaintiff Ludgy Germain is a resident of Port St. Lucie, Florida. Prior to
19 attending the AACA, Plaintiff Germain lived in Port St. Lucie, Florida. In reliance on
20 Defendants' misrepresentations, he moved to San Marcos, Texas to attend the AACA at
21 Coast, where he lived from September 2022 to December 2023. Defendants removed
22 Plaintiff Germain from the AACA in January 2024.

23 22. Plaintiff Disney-Sean Grannell is a resident of Olive Branch, Mississippi.
24 Prior to attending the AACA, Plaintiff Grannell lived in Philadelphia, Pennsylvania. In
25 reliance on Defendants' misrepresentations, he moved to Dallas, Texas to attend the
26 AACA at Coast, where he lived from July 2022 to June 2023. Defendants removed
27 Plaintiff Grannell from the AACA in June 2023.

28

1 23. Plaintiff Jamaal Johnson is a resident of Dallas, Texas. Prior to attending the
2 AACA, Plaintiff Johnson lived in Chicago, Illinois. In reliance on Defendants'
3 misrepresentations, he moved to Dallas, Texas to attend the AACA at Coast, where he
4 has lived since September 2022. Plaintiff Johnson was forced to resign from the AACA
5 in July 2023.

6 24. Plaintiff Krystall Jones is a resident of Detroit, Michigan. Prior to attending
7 the AACA, Plaintiff Jones lived in Columbia, South Carolina. In reliance on Defendants'
8 misrepresentations, she moved to San Marcos, Texas to attend the AACA at Coast, where
9 she lived from September 2022 to June 2023. Defendants removed Plaintiff Jones from
10 the AACA in June 2023.

11 25. Plaintiff Adam Khan is a resident of California, currently living in New York
12 City, New York. Prior to attending the AACA, Plaintiff Khan lived in New York City,
13 New York. In reliance on Defendants' misrepresentations, he moved to San Diego,
14 California to attend the AACA at Coast, where he lived from June to October 2023.
15 Defendants removed Plaintiff Khan from the AACA in September 2023.

16 26. Plaintiff Ashley Kumar is a resident of Dallas, Texas. Prior to attending the
17 AACA, Plaintiff Kumar lived in Marion, Ohio. In reliance on Defendants'
18 misrepresentations, she moved to San Diego, California to attend the AACA at Coast,
19 where she lived from June 2021 to July 2023. Defendants removed Plaintiff Kumar from
20 the AACA in May 2023.

21 27. Plaintiff Faith Little is a resident of New York City, New York. Prior to
22 attending the AACA, Plaintiff Little lived in Chicago, Illinois. In reliance on Defendants'
23 misrepresentations, she moved to San Diego, California to attend the AACA at Coast,
24 where she lived from September 2021 to November 2023. Plaintiff Little was forced to
25 resign from the AACA in February 2023.

26 28. Plaintiff Honnah Lusby is a resident of San Marcos, Texas. Prior to attending
27 the AACA, Plaintiff Lusby lived in Davidsonville, Maryland. In reliance on Defendants'
28 misrepresentations, she moved to San Marcos, Texas to attend the AACA at Coast, where

1 she has lived since October 2022. Defendants removed Plaintiff Lusby from the AACA
2 in July 2023.

3 29. Plaintiff Samira McGowan is a resident of San Diego, California. Prior to
4 deciding to attend the AACA, Plaintiff McGowan lived in Dallas, Texas. In reliance on
5 Defendants' misrepresentations, she moved to San Diego, California to attend the AACA
6 at Coast, where she has lived since August 2022. Defendants removed Plaintiff McGowan
7 from the AACA in October 2023.

8 30. Plaintiff Ketsia Mianda is a resident of Houston, Texas. Prior to attending
9 the AACA, Plaintiff Mianda lived in Charlotte, North Carolina. In reliance on
10 Defendants' misrepresentations, she moved to San Marcos, Texas to attend the AACA at
11 Coast, where she lived from January 2023 to January 2024. Defendants removed Plaintiff
12 Mianda from the AACA in July 2023.

13 31. Plaintiff Thiago Ortega is a resident of Philadelphia, Pennsylvania. Prior to
14 attending the AACA, Plaintiff Ortega lived in Philadelphia, Pennsylvania. In reliance on
15 Defendants' misrepresentations, he moved to San Marcos, Texas to attend the AACA at
16 Coast, where he lived from January to June 2023. Defendants removed Plaintiff Ortega
17 from the AACA in August 2023.

18 32. Plaintiff Ivana Page is a resident of California, currently living in
19 Pennsylvania. Prior to attending the AACA, Plaintiff Page lived in Viera, Florida. In
20 reliance on Defendants' misrepresentations, she moved to San Diego, California to attend
21 the AACA at Coast, where she lived from approximately January 2022 to November
22 2022. Defendants removed Plaintiff Page from the AACA in May 2022.

23 33. Plaintiff Triston Sanderson is a resident of San Diego, California. Prior to
24 attending the AACA, Plaintiff Sanderson lived in Dallas, Texas. In reliance on
25 Defendants' misrepresentations, he moved to San Diego, California to attend the AACA
26 at Coast, where he has lived since April 2022. Defendants removed Plaintiff Sanderson
27 from the AACA in December 2023.

28

1 34. Plaintiff Mathias Thelus is a resident of Portland, Oregon. Prior to attending
2 the AACA, Plaintiff Thelus lived in Portland, Oregon. In reliance on Defendants'
3 misrepresentations, he moved to San Diego, California to attend the AACA at Coast,
4 where he has lived from October 2021 to September 2023. Defendants removed Plaintiff
5 Thelus from the AACA in January 2023.

6 **B. DEFENDANTS**

7 35. Defendant Coast Flight Training and Management, Inc. is a corporation
8 incorporated in the State of California, with its corporate headquarters in San Diego,
9 California. Coast conducts business throughout California, including within the Southern
10 District of California.

11 36. Defendant American Airlines, Inc. is a Delaware corporation with its
12 corporate headquarters in Fort Worth, Texas. It maintains numerous offices in and
13 conducts business throughout California, including within the Southern District of
14 California.

15 37. Defendant American Airlines Group, Inc. is a Delaware corporation with its
16 corporate headquarters in Fort Worth, Texas. It conducts business throughout California,
17 including within the Southern District of California.

18 38. American Airlines, Inc. is a wholly owned subsidiary of American Airlines
19 Group, Inc. American Airlines, Inc. and American Airlines Group, Inc. jointly operate
20 and do business as American Airlines or American.

21 39. Defendant American Airlines Federal Credit Union is a cooperative
22 association holding a corporate charter from the National Credit Union Administration
23 with a principal executive office in Fort Worth, Texas. It maintains numerous offices in
24 and conducts business throughout California, including within the Southern District of
25 California.

26 40. Starting in 2019, American partnered with Coast to create the AACA at
27 Coast, a flight training program for prospective pilots.
28

1 41. American interviewed and selected the prospective cadets, and then allowed
2 the cadets to choose Coast (among other flight schools American had selected to be part
3 of the AACA), from one of its locations in California and Texas, to obtain the training
4 needed to earn their commercial pilot ratings.

5 42. Employees and independent contractors of each Defendant are agents of that
6 Defendant. In acting or failing to act as alleged in this Complaint, Defendants acted
7 through their employees and/or agents and are liable for the acts and omissions of their
8 employees and/or agents.

9 43. In acting or failing to act as alleged in this Complaint, Defendant Coast was
10 acting within the course and scope of its authority as an agent of American with
11 American's permission, authorization, consent, and ratification of Coast's actions and/or
12 omissions.

13 **III. JURISDICTION AND VENUE**

14 44. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, 28
15 U.S.C. § 1343, and 28 U.S.C. § 1367.

16 45. This Court has personal jurisdiction over Coast because it is incorporated in
17 California, maintains its principal place of business in San Diego, California, and the
18 wrongful conduct alleged in this Complaint occurred at or arose from Coast's facilities in
19 San Diego, California.

20 46. This Court has personal jurisdiction over American because it regularly
21 conducts business within the Southern District of California and through its partnership
22 with Coast, American advertised and provided flight training to AACA cadets, including
23 Plaintiffs, in San Diego, California.

24 47. This Court has personal jurisdiction over AAFCU because it regularly
25 conducts business in the Southern District of California, and through its partnership with
26 American and Coast, AAFCU provides funding to cadets, including Plaintiffs, to pay for
27 flight training through the Cadet Academy in San Diego, California.

28

1 48. Defendants contracted with residents of California, including Plaintiffs
2 Anderson, Fogel, and Khan, and induced residents of other states, including Plaintiffs
3 Kumar, McGowan, Page, Sanderson, and Thelus, to move to San Diego, California to
4 attend the AACA at Coast, and contracted with them in California.

5 49. This Court has jurisdiction over Plaintiffs’ state law claims via pendent
6 jurisdiction, as these claims arose out of Defendants’ contacts with California and share
7 a common nucleus of operative facts with the claims arising under federal law.

8 50. Venue is proper in the United States District Court for the Southern District
9 of California pursuant to 28 U.S.C. §§ 1391(b)(2), (b)(3), (c)(2), and (d) in that a
10 substantial part of the events or omissions giving rise to the claims occurred in this district
11 and the corporate Defendants are subject to personal jurisdiction in this district.
12 Particularly, the unlawful activities or omissions occurred in San Diego, California.
13 American’s ratification of and acquiescence to the unlawful activities occurred in San
14 Diego, California. Further, American contracted and maintained a business partnership
15 with the perpetrators of the unlawful activities within this judicial district. Moreover,
16 Coast maintains an office situated in and conducts substantial business within this judicial
17 district. American maintains an office situated in and conducts substantial business within
18 this judicial district. Finally, several plaintiffs reside within this judicial district.

19 **IV. FACTUAL BACKGROUND**

20 **A. AMERICAN AIRLINES CREATED THE AACA WITH THE PURPORTED AIM TO**
21 **DIVERSIFY THE PILOT PROFESSION**

22 51. In 2018, American Airlines announced a new program created to “attract a
23 diverse group of professional aviators to American for years to come”: the American
24 Airlines Cadet Academy.⁴ American advertised that the AACA offered a clear path to
25
26

27
28 ⁴ *American Airlines Announces New Program to Recruit Next Generation of Pilots with Launch of Cadet Academy*, *supra* note 1.

1 obtain all the necessary licenses and ratings “need[ed] to fly for the world’s largest airline
2 [American].”⁵

3 52. American advertised that the AACA “will provide an opportunity for future
4 pilots to become first officers at one of American’s three wholly owned regional carriers
5 and eventually fly larger aircraft at American.”⁶

6 53. Piloting is a sought-after and prestigious career given the level of selectivity
7 airlines exercise in choosing pilots, high pay, and job stability and satisfaction.

8 54. It is well established that Black and non-white individuals are grossly under-
9 represented as pilots in the airline industry. From 2009 to 2018, 91.4 to 94.1% of aircraft
10 pilots and flight engineers were white and only 1.6 to 3.4% were Black, one compilation
11 of government data noted.⁷ In 2024, according to the U.S. Bureau of Labor Statistics,
12 aircraft pilots and flight engineers were 88.3% white, 4.4% Black, 2.7% Asian, and 8.3%
13 Hispanic or Latino.⁸

14 55. American consistently stated that its purpose in creating the AACA was to
15 make flight training accessible and efficient to those who had historically been excluded
16 from such opportunities in order to expand diversity in the profession, including racial
17 and ethnic diversity. American sought to reach out to people with no aviation experience
18 or existing path to the cockpit—which tend to disproportionately be persons of color.

21 ⁵ *Id.* These licenses and ratings include the Private Pilot License (“PPL”), Instrument
22 Flight Rating (“Instrument” or “IFR”), Commercial Single-Engine Land (“Commercial”
23 or “CSEL”), Commercial Multi-Engine Land (“Multi-Engine” or “(C)MEL”), Certified
Flight Instructor (“CFI”), and Certified Flight Instrument Instructor (“CFII”) (collectively, “licenses” or “ratings”).

24 ⁶ *American Airlines Announces New Program to Recruit Next Generation of Pilots with Launch of Cadet Academy*, *supra* note 1.

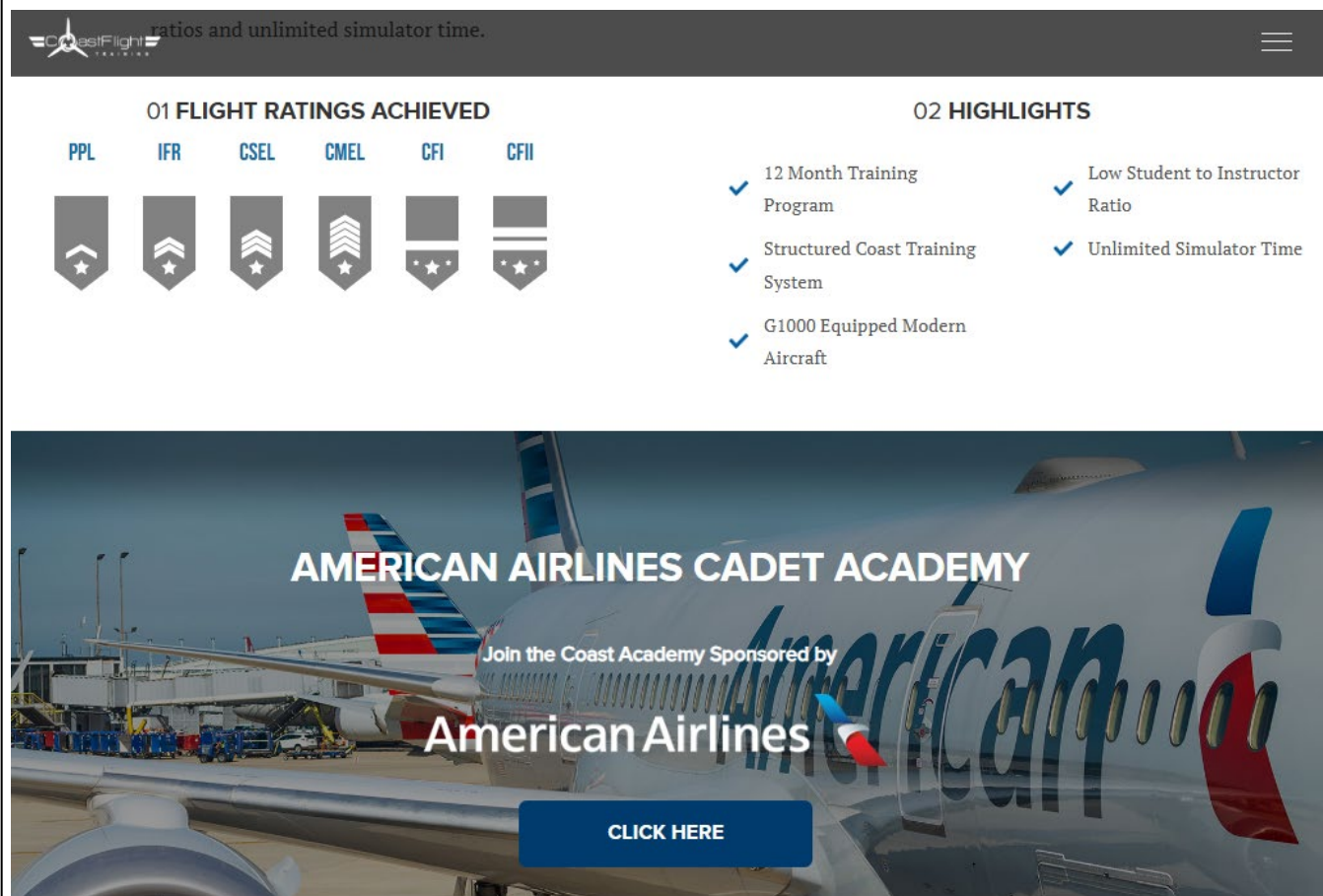
25 ⁷ Lindsay Stevenson, Haydee M. Cuevas, & Katie S. Kirkpatrick, *Racial Diversity in Aviation*, EMBRY RIDDLE AERONAUTICAL U., 12-2020, p. 11, Table 1 and Table 2,
26 <https://commons.erau.edu/cgi/viewcontent.cgi?article=1165&context=student-works>.

27 ⁸ U.S. Dep’t of Labor, Bureau of Labor Statistics, *Labor Force Statistics from the Current Population Survey*, <https://www.bls.gov/cps/cpsaat11.htm> (last updated Jan. 29, 2025).
28

56. From the outset, American promoted the AACA by holding out the promise of a lucrative and fulfilling career to prospective cadets.

B. AMERICAN PARTNERED WITH COAST AND AAFCU TO OPERATIONALIZE AND FUND THE AACA, RESPECTIVELY

57. Starting in January 2019, American and Coast partnered together to offer the AACA at Coast’s flight schools located in San Diego, California, Dallas, Texas, and San Marcos, Texas. Coast’s website features the below:

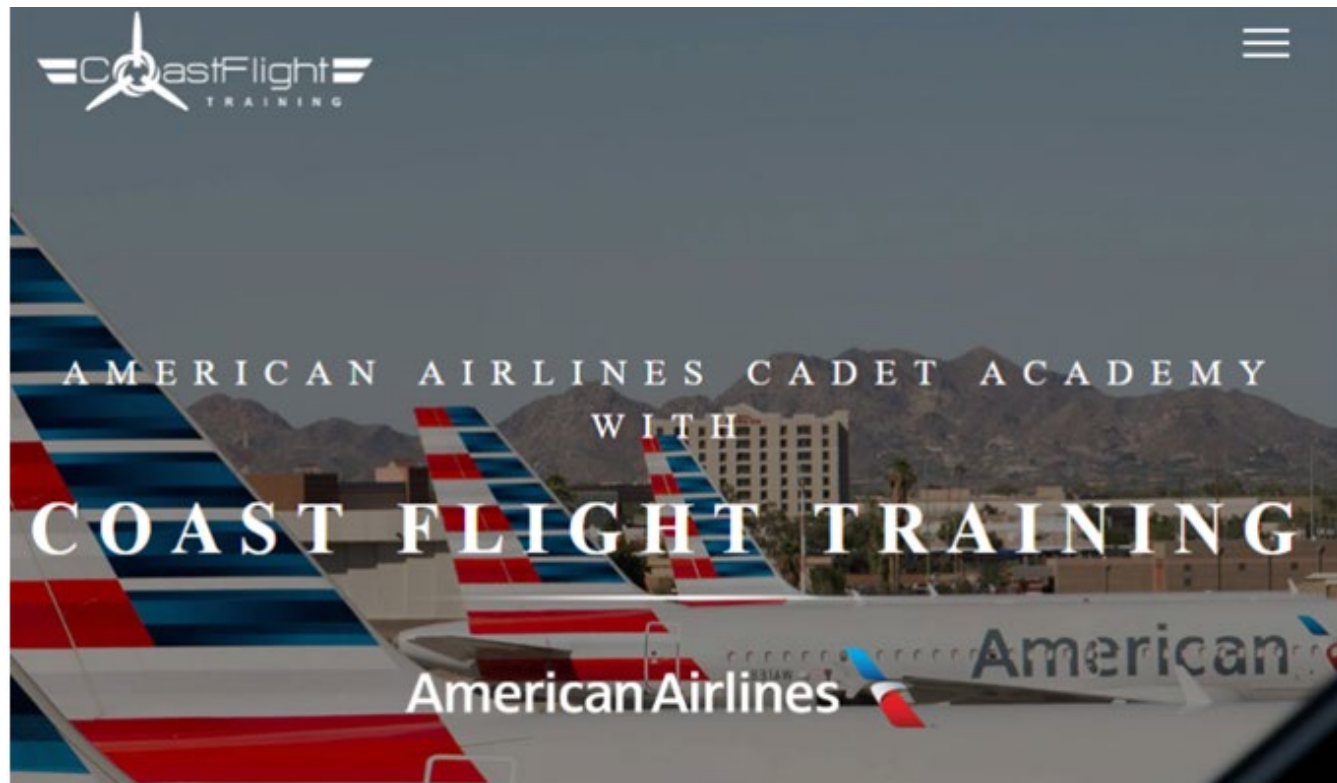


Airline Career Training Program, COAST FLIGHT TRAINING, <https://iflycoast.com/airline-career-training-program/> (last visited Dec. 2, 2025).

58. American recruited, interviewed, and selected cadets for admission to the AACA, while Coast provided flight training to the cadets that American selected for the program.

1 59. American advertised and promoted the AACA on its website and in
2 promotional materials.

3 60. Coast advertised and promoted the AACA on its website and in promotional
4 materials, such as the below:



19 *American Airlines Cadet Academy with Coast Flight Training*, COAST FLIGHT
20 TRAINING, <https://iflycoast.com/aa-cadet-training-at-coast-flight-training/> (last visited
21 Dec. 2, 2025).

22 61. In 2022, American partnered with AAFCU to offer financing to potential
23 AACA cadets,⁹ and AAFCU began offering a student loan exclusively for the purpose of
24 attending flight school through the AACA.

25
26 ⁹ *American Airlines Cadet Academy Introduces New Student Loan Options with*
27 *American Airlines Federal Credit Union*, AMERICAN AIRLINES NEWSROOM (Apr. 26,
28 2022), <https://news.aa.com/news/news-details/2022/American-Airlines-Cadet-Academy-Introduces-New-Student-Loan-Options-With-American-Airlines-Federal-Credit-Union-STEM-04/>.

1 62. The AAFCU loan cannot be used at any other flight school.

2 63. American advertised the new partnership with the AAFCU—the “official
3 credit union for American Airlines”¹⁰—as the “only program of its kind.”¹¹

4 64. Through emails and verbal representations by Coast and American
5 employees, in promotional materials and on their respective websites, and in-person at
6 Coast locations, Defendants strongly promoted the AAFCU as a financing option
7 specifically for AACA cadets.

8 65. Defendants advertised that the AACFU boasted a “100% Cadet Academy
9 tuition financing,” low rates, discounts, grace periods, and other perks.¹²

10 66. Because Plaintiffs already worked for American or were otherwise familiar
11 with the company’s brand, the AAFCU appealed to many of the Plaintiffs as the best
12 option to finance their enrollment in flight school.

13 67. By the time the AAFCU started offering loans for the AACA in 2022,
14 American and AAFCU had access to several years of data regarding the AACA cadets’
15 success rate, the time it took to complete the AACA at Coast, and the actual cost to
16 complete the AACA at Coast. This information was material to cadets’ decisions to enroll
17 in the program, but Defendants withheld it and engaged in false and misleading
18 representations belied by the data.

19 //

20 //

21 //

22 //

23 _____
24 ¹⁰ Internet Archive Wayback Machine, *About the Academy*, AMERICAN AIRLINES CADET
25 ACADEMY, <https://web.archive.org/web/20221006030111/https://aacadetacademy.com/about-the-academy/> (captured Oct. 6, 2022).

26 ¹¹ *American Airlines Cadet Academy Introduces New Student Loan Options with*
27 *American Airlines Federal Credit Union*, *supra* note 9.

28 ¹² *Cadet Loan Apply*, AMERICAN AIRLINES CREDIT UNION, <https://www.aacreditunion.org/cadetapply> (last visited Dec. 2, 2025).

1 **C. DEFENDANTS SYSTEMATICALLY AND INTENTIONALLY MISREPRESENTED**
2 **MATERIAL CHARACTERISTICS OF THE AACA TO PLAINTIFFS AND THE PUBLIC**

3 68. American and Coast misrepresented key aspects of the AACA to induce
4 individuals to take out massive loans and uproot their lives to enroll in a program that
5 American and Coast promised would lead to lucrative careers as airline pilots.

6 69. American and Coast included misleading statements on their websites, in
7 online articles and press releases, in conversations between their representatives and
8 potential cadets, and in emails and promotional materials distributed to individuals
9 applying and admitted to the AACA.

10 70. Defendants misrepresented to Plaintiffs and members of the public at large
11 that, through the AACA at Coast, **they could and would achieve all the ratings required**
12 **to become a commercial pilot—within twelve (12) months and at a specified cost that**
13 **was all-inclusive and would be covered by a single loan.**

14 71. In reality, only a fraction of those who start the AACA at Coast complete the
15 program.

16 72. The vast majority of cadets who do complete the program take significantly
17 longer than the 12 months promised and spend far more than the quoted cost to do so.

18 73. Defendants further misrepresented that **all cadets in the AACA at Coast**
19 **would be flying five days per week**, and all AACA cadets would be assigned **an**
20 **American Airlines pilot as a mentor** to guide and assist them through the program.
21 These representations were critical to Plaintiffs believing they would become certified
22 pilots within one year.

23 74. In reality, most Plaintiffs received training and practiced flying far fewer
24 days per week than Defendants represented they would.

25 75. Many Plaintiffs did not receive mentors, and most of those who did receive
26 a mentor were assigned one only after many months in the program and after repeated
27 complaints to Defendants of not receiving one.

28 76. To sell these falsehoods, Defendants knowingly misrepresented that Coast

1 had sufficient state-of-the-art aircraft, trained and experienced instructors and staff, and
2 systems, policies, and infrastructure in place to ensure that all cadets could get through
3 the program on time and on budget.

4 77. All three Coast locations suffered from insufficient aircraft, inadequate
5 instructors, and policies and practices that caused devastating delays in Cadets' training.

6 78. American and Coast knew that the statements described above were not true
7 or had little to no basis for making these claims, but they made these claims to sell the
8 AACA to prospective cadets.

9 79. Relying on the accuracy of these statements and believing that they would
10 earn all ratings necessary to pursue careers as airline pilots within one year and for the
11 specific cost quoted, the Plaintiffs took out significant loans, quit their jobs or turned
12 down scholarship opportunities, and incurred great expense moving to attend the AACA
13 at Coast.

14 80. In Plaintiffs' understanding, Defendants' systematic use of
15 misrepresentations to market the AACA, as described here, began in approximately 2018
16 and continued in substantially the same form through at least 2023. In many cases, this
17 conduct has continued through the present.

18 81. As detailed in Section IV.G, Plaintiffs first encountered Defendants'
19 advertising about the AACA between 2019 and 2022, and they applied for and were
20 admitted to the program between 2020 and 2023.

21 **i. Defendants Misrepresented Plaintiffs' Likelihood of Completing**
22 **the AACA at Coast and Earning All Ratings Needed to Start a**
23 **Career as an Airline Pilot**

24 82. In its press release announcing the launch of the AACA on April 24, 2018,
25 American stated the AACA was "a first-of-its-kind program designed to help future
26 aviators receive the training, financing and mentoring opportunities they need to fly for
27 the world's largest airline" and "will provide an opportunity for future pilots to become
28 first officers at one of American's three wholly owned regional carriers and eventually

1 fly larger aircraft at American.”¹³

2 83. In an article published on its website a year later on April 30, 2019, American
3 touted the success of the AACA’s first year of operation and spotlighted the first cadet to
4 graduate and be hired by one of American’s fully owned regional carriers:

5 [H]e’s set for life. . . [H]e never has to interview again. He’ll instruct,
6 build hours, become an Envoy First Officer, be promoted to Captain
7 and, in as little as six years, flow through to American, where he can
8 live out his dream for the next 40 years or so. And the best part? He’ll
9 soon have a lot of company.¹⁴

10 84. In the same article, American emphasized the selectivity of the program and
11 implied that everyone who had started the program had either completed the program and
12 were employed as flight instructors or were “working on their final qualifications before
13 they, too, will interview with either Envoy, Piedmont Airlines, or PSA Airlines to
14 officially begin their careers.” *Id.*

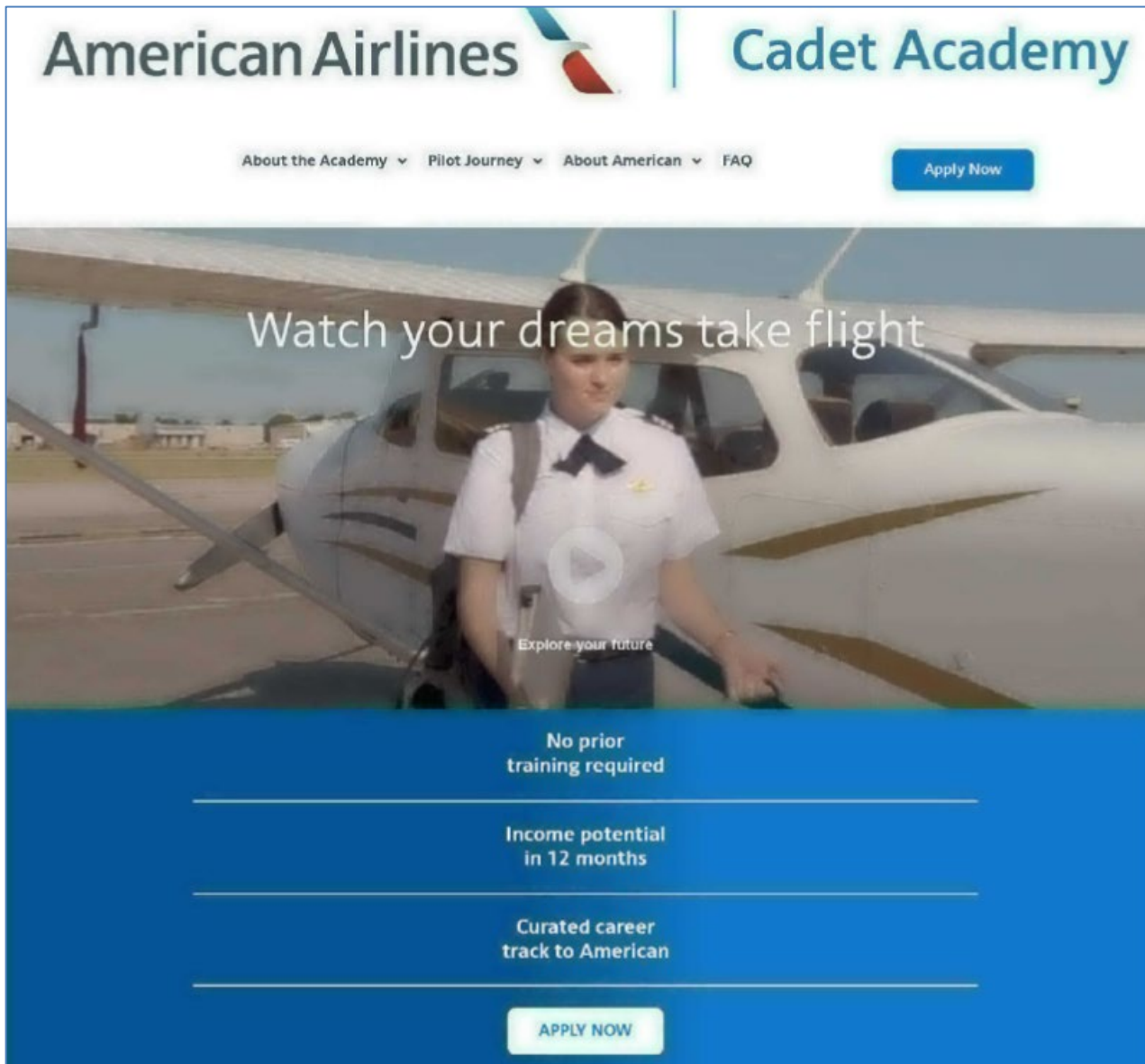
15 85. On its AACA website, American also advertised that cadets would be on
16 their way to careers at American if they completed the program. For example, its website
17 stated, “Most importantly, upon program completion, American’s three wholly owned
18 regional carriers (Envoy, Piedmont, and PSA) will offer you a guaranteed interview. If
19 hired by one of these regional airlines, you are well on your way to working at American
20 Airlines.”¹⁵

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24 ¹³ *American Airlines Announces New Program to Recruit Next Generation of Pilots with*
25 *Launch of Cadet Academy, supra* note 1.

26 ¹⁴ *Focused on the Future: American Airlines Celebrates Cadet Academy’s First Year,*
27 *AMERICAN AIRLINES NEWSROOM* (Apr. 30, 2019), [https://news.aa.com/news/news-](https://news.aa.com/news/news-details/2019/Focused-on-the-future-American-Airlines-celebrates-Cadet-Academys-first-year/)
28 [details/2019/Focused-on-the-future-American-Airlines-celebrates-Cadet-Academys-](https://news.aa.com/news/news-details/2019/Focused-on-the-future-American-Airlines-celebrates-Cadet-Academys-first-year/)
[first-year/](https://news.aa.com/news/news-details/2019/Focused-on-the-future-American-Airlines-celebrates-Cadet-Academys-first-year/).

¹⁵ *About the Academy, supra* note 10.

1 86. From approximately December 2022 until March 2025, American’s landing
2 page for the AACA stated: “No prior training required,” “Income potential in 12
3 months,” “Curated career track to American,” as depicted below:



4 AMERICAN AIRLINES CADET ACADEMY, *supra* note 2.¹⁶

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¹⁶ In or around March 2025, American removed “No prior training required” and replaced it with “Discovery flight required,” but the page continues to state, “Income potential in 12 months” and “Curated Career track to American.” See AMERICAN AIRLINES CADET ACADEMY, <https://academy.aa.com/landing/academy/html/home-page.html> (last visited Dec. 2, 2025).

1 87. From approximately April 2018 until June 2022, American’s website stated,
2 “It takes ambition to become a professional pilot. If you have the passion, Cadet Academy
3 provides everything else.”¹⁷

4 88. From approximately April 2018 until October 2023, the “Cadet Academy
5 FAQs” page on American’s website stated:

6 Although a job is not guaranteed, due to the significant demand for
7 pilots and instructors over the next several decades, American Airlines
8 expects the vast majority of participants to become employed as flight
9 instructors, and eventually, first officers.¹⁸

10 89. From approximately May 2019 to the present, Coast has made
11 representations on its website implying cadets’ high likelihood of completing the program
12 and touting its strong pilot placement rates.

13 90. Representations appearing on Coast’s website include:

14 a. “The training [in the AACA] is designed to get a student, with no flight
15 experience, through all of their commercial ratings. They complete the
16 program as a Certified Flight Instructor and are eligible for employment as
17 a flight instructor at schools all across the nation.”¹⁹

18 b. “Coast Flight Training has created an all encompassing, accelerated
19 program that provides a clear pathway to becoming an airline pilot. [...]
20 This high-quality, accelerated flight training is the best way to achieve your
21

22
23 ¹⁷ See, e.g., Internet Archive Wayback Machine, *Cadet Academy Index*, AMERICAN
24 AIRLINES CADET ACADEMY, <https://web.archive.org/web/20220313021937/https://aacadetacademy.com/CadetAcademy/Index> (captured Mar. 13, 2022).

25 ¹⁸ See, e.g., Internet Archive Wayback Machine, *Cadet Academy FAQs*, AMERICAN
26 AIRLINES CADET ACADEMY, <https://web.archive.org/web/20231024034355/https://aacadetacademy.com/faq/> (captured Oct. 24, 2023).

27 ¹⁹ *American Airlines Selects Coast Flight San Marcos to Help Train Future Pilots*,
28 COAST FLIGHT TRAINING, <https://iflycoast.com/blog/american-airlines-selects-coast-flight-san-marcos-to-help-train-future-pilots/> (last visited Oct. 9, 2025).

1 dream of becoming an airline pilot.”²⁰

2 c. “Students **will receive** their Private Pilot License, Instrument Rating,
3 Commercial Single-Engine License, Commercial Multi-Engine License,
4 Certified Flight Instructor License, and Certified Flight Instrument
5 Instructor License.”²¹

6 d. “Coast students get the distinction of being awarded the largest number of
7 conditional commercial pilot job offers in the nation” and “AIRLINE
8 PILOT BENEFITS BEGIN IMMEDIATELY AFTER TRAINING IN AS
9 LITTLE AS 12-18 MONTHS!”²²

10 e. “INTERVIEW WITH THE AIRLINES AND SECURE EMPLOYMENT
11 BEFORE COMPLETING YOUR FLIGHT TRAINING! [...] BE THE
12 SOLUTION TO THE PILOT SHORTAGE. Lock in Career Earnings of
13 +\$7,000,000.”²³

14 91. Coast provided its Brochure to potential cadets, including many Plaintiffs
15 received, the first page of which states: “COAST FLIGHT TRAINING OFFERS A
16 COMPREHENSIVE, ACCELERATED PROGRAM THAT PROVIDES A CLEAR
17 PATHWAY TO BECOMING A PROFESSIONAL PILOT” and lists the six “FLIGHT
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23 ²⁰ *Airline Career Training Program*, COAST FLIGHT TRAINING, <https://iflycoast.com/airline-career-training-program/> (last visited Dec. 2, 2025).

24 ²¹ *American Airlines’ Academy*, COAST FLIGHT TRAINING, <https://iflycoast.com/blog/american-airlines-academy/> (last visited Oct. 9, 2025) (emphasis added).

25 ²² Internet Archive Wayback Machine, *Airline Career Training Program*, COAST
26 FLIGHT TRAINING, <https://web.archive.org/web/20190211172628/https://iflycoast.com/airline-career-training-program/> (captured Feb. 11, 2019).

27 ²³ *Id.*; see also *Airline Career Training Program*, *supra* note 20.
28

RATING[S] ACHIEVED,” as depicted below:



92. In reality, only a fraction of those cadets who start the AACA at Coast complete the program and earn all their ratings to become a pilot.

93. Upon information and belief, only about 35% of cadets who started the AACA with Plaintiffs completed it.

1 94. Defendants made these representations despite knowing that the vast
2 majority of cadets in the AACA at Coast did not complete the program. Defendants
3 continued to make the same representations to applicants, including Plaintiffs, despite
4 knowing that the representations were false.

5 95. Defendants’ statements about the high likelihood of completing the program
6 and being able to pursue a career as an airline pilot were critical factors for each Plaintiff
7 in choosing to attend the AACA at Coast.

8 **ii. Defendants Misrepresented the Time it Would Take to Complete**
9 **the AACA at Coast**

10 96. From approximately December 2022 to the present, American has
11 prominently advertised on its landing page for the Cadet Academy “Income Potential in
12 12 Months.”²⁴

13 97. Potential cadets had to click on a different part of the website, the “FAQ”
14 page, scroll down to the “Application” section, and select the “How long will training
15 take?” question to find out that training could take “up to 18 months.”²⁵

16 98. American representatives told many Plaintiffs in either their AACA
17 admission interviews or in subsequent discussions that the AACA is a 12-month program.

18 99. From approximately September 2020 to the present, Coast has repeatedly
19 and prominently stated on its website that the AACA at Coast is a 12-month training
20 program, with no qualifications or disclaimers, as depicted in the images below:

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27 ²⁴ AMERICAN AIRLINES CADET ACADEMY, *supra* note 16.

28 ²⁵ *Cadet Academy FAQs*, *supra* note 18.



Internet Archive Wayback Machine, *American Airlines Cadet Academy with Coast Flight Training*, COAST FLIGHT TRAINING, <https://web.archive.org/web/20200925004431/https://iflycoast.com/aa-cadet-training-at-coast-flight-training/> (captured Sep. 25, 2020).



Internet Archive Wayback Machine, *American Airlines Cadet Academy*, COAST FLIGHT TRAINING, <https://web.archive.org/web/20220206035224/https://iflycoast.com/american-airlines-cadet-academy/> (captured Feb. 6, 2022).

100. Starting in November 2020, Coast’s “Airline Career Training Program” webpage began advertising a “12 Month Training Program,” including alongside AACA branding as depicted below:

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CoastFlight

Following the Coast Training System syllabus, students progress through their coursework at a rapid rate. Cadets in the Coast Academy will enjoy flying in G1000 equipped aircraft, low student to instructor ratios and unlimited simulator time.

01 FLIGHT RATINGS ACHIEVED

PPL IFR CSEL CMEL CFI CFII

02 HIGHLIGHTS

- ✓ 12 Month Training Program
- ✓ Structured Coast Training System
- ✓ G1000 Equipped Modern Aircraft
- ✓ Low Student to Instructor Ratio
- ✓ Unlimited Simulator Time

AMERICAN AIRLINES CADET ACADEMY

Join the Coast Academy Sponsored by

American Airlines

CLICK HERE

Airline Career Training Program, COAST FLIGHT TRAINING, <https://iflycoast.com/airline-career-training-program/> (last visited Dec. 2, 2025).²⁶

101. From approximately October 2020 to the present, Coast made similar misrepresentations across many pages on its website, including:

²⁶ From approximately 2018 to October 2020, this page advertised an even faster timeline, promoting Coast’s Airline Direct program as “Quickest to Industry” and “9 Months to Employment.” See, e.g., *Airline Career Training Program*, supra note 22. From approximately October to November 2020, this webpage advertised that Coast provided a “10-12 Month Training Program.” See, e.g., Internet Archive Wayback Machine, *Airline Career Training Program*, COAST FLIGHT TRAINING, <https://web.archive.org/web/20201001181237/> <https://iflycoast.com/airline-career-training-program/> (captured Oct. 1, 2020).

- 1 a. “The full program is an estimated 12 months to graduate but can be
- 2 completed faster.”²⁷
- 3 b. “This immersive program offers full time flight training that is expected to
- 4 be completed in 12 months.”²⁸
- 5 c. “The Coast Academy is a full time, 12 month, immersive flight training
- 6 experience.”²⁹

7 102. The documents Coast provided directly to cadets admitted to the AACA
 8 further emphasized that the program would be completed in 12 months. For example,
 9 Coast provided many of the Plaintiffs with a Price Sheet and Hours Catalogue, several
 10 versions of which state in no uncertain terms, “Full Program – 12 Months,”³⁰ and the
 11 Brochure states, “12 Month Training Program.”³¹

12 103. The Coast Academy Program Guide, a version of which Coast provided to
 13 many Plaintiffs, does not disclose that the program could (and likely will) take
 14 significantly longer to complete due to a host of factors outside of the student’s control,
 15 and instead states, “The program is designed to complete all CORE and CORE Plus
 16 (CORE+) Courses in approximately 12 months.”

20 ²⁷ *American Airlines’ Academy*, *supra* note 21 (first posted Dec. 1, 2021).

21 ²⁸ *Airline Career Training Program*, *supra* note 20 (this language first appeared in
 22 October 2020).

23 ²⁹ Internet Archive Wayback Machine, *Frequently Asked Questions*, COAST FLIGHT
 24 TRAINING,
<https://web.archive.org/web/20201001213805/https://iflycoast.com/frequently-asked-questions/> (captured Oct. 1, 2020)

25 ³⁰ Internet Archive Wayback Machine, *Coast Academy Hours Catalog and Coast*
 26 *Academy Price Sheet*, COAST FLIGHT TRAINING,
 27 <https://web.archive.org/web/20240513052928/https://iflycoast.com/wp-content/uploads/2022/02/Coast-Academy-Full-Program.pdf> (captured May 13, 2024).

28 ³¹ Coast Brochure, *supra* ¶ 91.

1 104. Some Plaintiffs also received emails from Coast representatives stating:

2 This program allows you to obtain all of the ratings you need to
3 become an airline pilot and is designed to finish in 10-12 months. In
4 that time, you will complete your PPL, IFR, CSEL, MEL, CFI & CFII.

5 *See, e.g., infra* ¶¶ 579, 608, 760.

6 105. Defendants made these representations despite knowing and/or having
7 reason to know that the vast majority of cadets in the AACA at Coast would not complete
8 the program within 12 months. Defendants continued to make the same representations
9 to applicants, including Plaintiffs, despite knowing that the representations were false.

10 106. In reality, of those few cadets who finished the AACA, the vast majority
11 took far longer than the 12 months promised.

12 107. Collectively, Plaintiffs recall only *three* cadets in any of their cohorts (which
13 comprised a total of approximately 81 people) who finished within the 12-month
14 timeline—a shocking 3.7% of those who entered the program at the same time as the
15 Plaintiffs.

16 108. None of the Plaintiffs were able to complete the program. Eleven Plaintiffs
17 earned one or more ratings at the AACA, but for each of those Plaintiffs, the ratings they
18 achieved took far longer than Coast’s advertised timeline.

19 109. Nine of the Plaintiffs were in the program for longer than one year. Among
20 those, only one received four ratings, and the other eight received only two or three
21 ratings.

22 110. Plaintiffs reviewed Defendants’ promotional materials and spoke with
23 Defendants’ representatives, and at no point in those interactions did Defendants state that
24 the timeline represented a minimum or a very optimistic goal as to how long the program
25 would take, or that the time could vary wildly depending on a host of variables outside of
26 the student’s control—including the availability of planes, instructors, and other
27 resources.

28

1 111. For each Plaintiff, the 12-month timeline and the promise that they would
2 achieve all ratings within one year were key factors in choosing to attend the AACCA at
3 Coast.

4 112. If Plaintiffs had known the truth that it typically takes significantly longer
5 than 12 months to complete the program (if cadets are able to do so at all), they would
6 not have chosen to attend the AACCA at Coast.

7 **iii. Defendants Misrepresented the Cost of the AACCA at Coast**

8 113. On their websites and in promotional materials, American and Coast
9 consistently represented that the cost of completing the AACCA would be a single price,
10 all of which would be covered by a single loan.

11 114. In its first press release about the AACCA published on April 24, 2018, on its
12 website, American stated, “Our financing program can be used to pay for all aspects of
13 the training program from start to finish.”³²

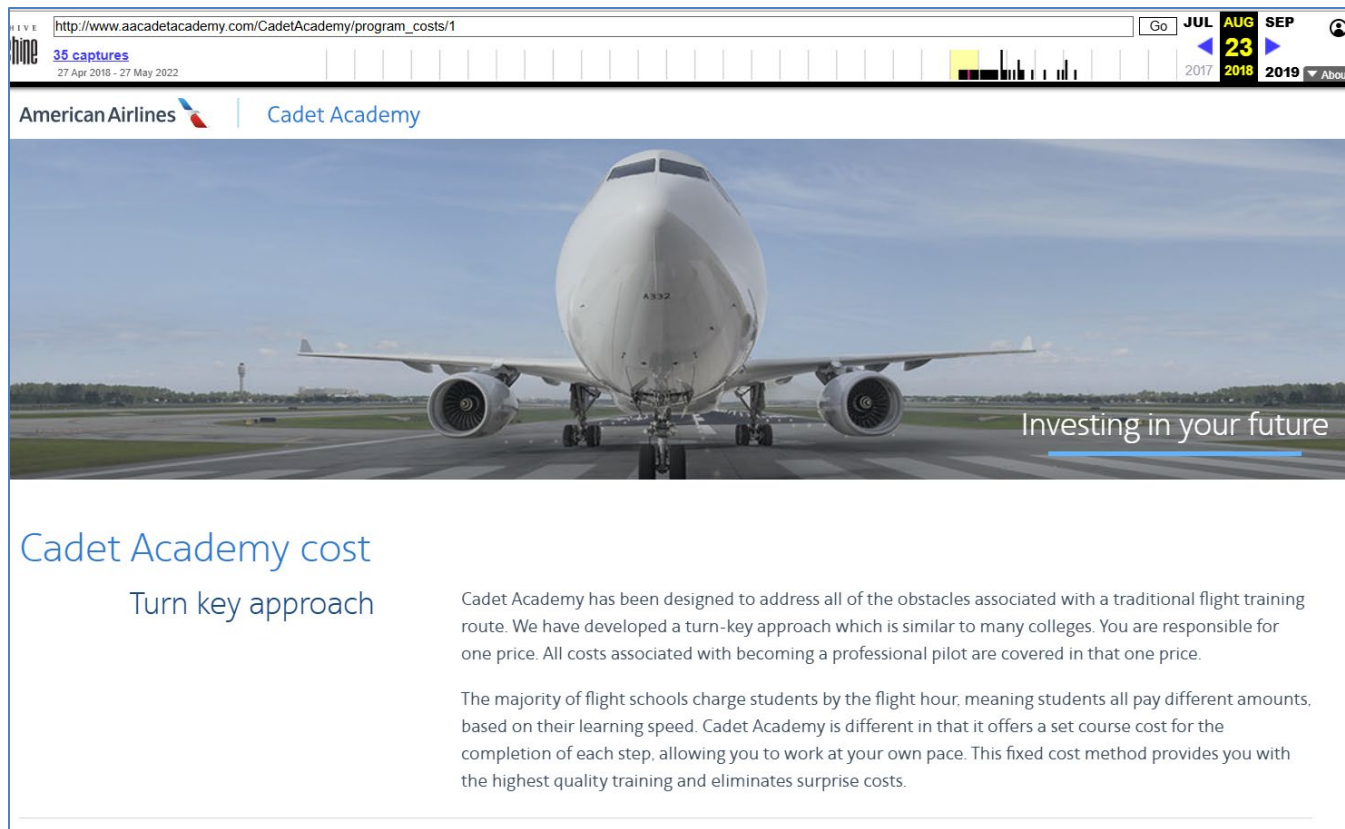
14 115. From approximately August 2018 until January 2022, American’s “Cadet
15 Academy Cost” page stated:

16 You are responsible for one price. All costs associated with becoming
17 a professional pilot are covered in that one price. The majority of flight
18 schools charge students by the flight hour, meaning students all pay
19 different amounts, based on their learning speed. Cadet Academy is
20 different in that it offers a set course cost for the completion of each
21 step, allowing you to work at your own pace. This fixed cost method
22 provides you with the highest quality training and eliminates surprise
23 costs.³³

24 116. A screenshot of the webpage as it appeared in August 2018 is depicted
25 below:

26 ³² *American Airlines Announces New Program to Recruit Next Generation of Pilots with
Launch of Cadet Academy*, *supra* note 1.

27 ³³ *See, e.g.*, Internet Archive Wayback Machine, *Cadet Academy Cost*, AMERICAN
28 AIRLINES CADET ACADEMY, https://web.archive.org/web/20220131212820/http://www.aacadetacademy.com/CadetAcademy/program_costs/1 (captured Jan. 31, 2022).



15 Internet Archive Wayback Machine, *Cadet Academy Cost*, AMERICAN AIRLINES CADET
 16 ACADEMY, https://web.archive.org/web/20180823151249/http://www.aacadetacademy.com/CadetAcademy/program_costs/1 (captured Aug. 23, 2018).

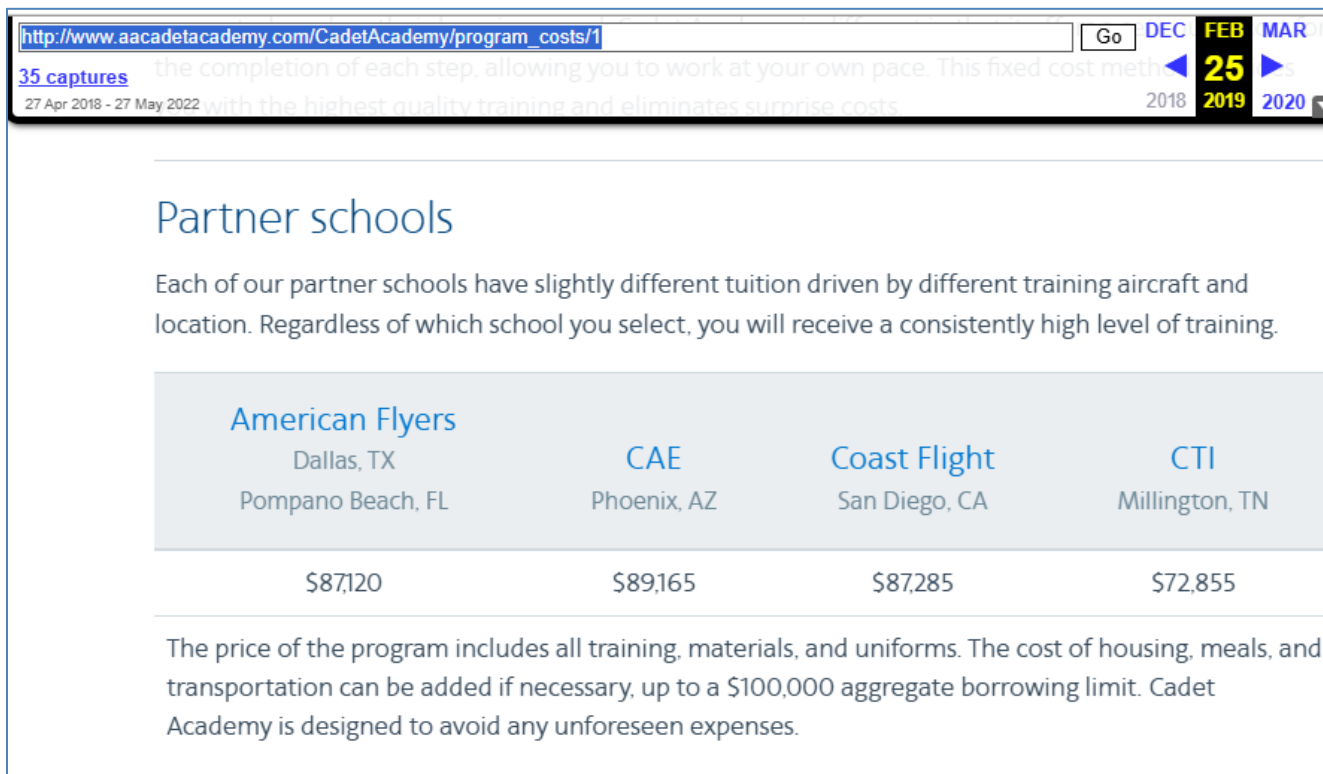
18 117. On the same page, American listed its “Partner schools” and their respective
 19 prices below the “Turn key approach” section. In or around February 2019, American
 20 added “Coast Flight” as one of its partner schools and listed the cost as \$87,285.³⁴

21 118. Immediately below the listed prices, American stated:

22 The price of the program includes all training, materials, and
 23 uniforms. The cost of housing, meals, and transportation can be added,
 24 if necessary, up to a \$100,000 aggregate borrowing limit. Cadet
 25 Academy is designed to avoid any unforeseen expenses.

27 ³⁴ Internet Archive Wayback Machine, *Cadet Academy Cost*, AMERICAN AIRLINES
 28 CADET ACADEMY, https://web.archive.org/web/20190225092118/http://www.aacadetacademy.com/CadetAcademy/program_costs/1 (captured Feb. 25, 2019).

1 *Id.* This section of the website, as it appeared in February 2019, is depicted below:



15 *Id.*

16 119. Although the partner schools and their respective prices changed over time,
17 these sections of American’s “Cadet Academy Costs” page appeared in substantially the
18 same form until approximately May 2022.

19 120. American’s “Cadet Academy Costs” page also contained information about
20 the loans cadets could use to pay for the AACA. Initially, the page only listed the loan
21 through Discover Student Loans, but in or around May 2022, American added the Credit
22 Union loan.

23 121. In announcing its partnership with the AAFCU to provide a loan specifically
24 for the AACA in April 2022, American stated that the Credit Union’s loans “are designed
25 to cover all expenses, including housing and stipend costs.”³⁵

26 122. From approximately August 2022 to present, the AAFCU’s website has

28 ³⁵ *American Airlines Cadet Academy Introduces New Student Loan Options with American Airlines Federal Credit Union, supra* note 9.

1 contained a page for the loan it offered for the AACA, advertising “100% Cadet Academy
2 tuition financing.”³⁶

3 123. Coast sent a “Welcome Email” to all Plaintiffs that stated, “The max
4 application amount for the loan is \$110,000 which can cover all training and some or all
5 of your cost of living.”³⁷

6 124. Coast also sent each Plaintiff a Price Sheet with the Welcome Email that
7 provided specific prices for each rating, the “Flight Training Total,” the cost of textbooks,
8 supplies, and Federal Aviation Administration (“FAA”) certifications, and the “Total
9 Program Total.” Nowhere does the Price Sheet state that this is an estimated cost, nor
10 does it make *any* indication that the price could vary from this amount.

11 125. One version of the Price Sheet that Coast sent to cadets, including at least
12 nine Plaintiffs, from approximately 2021 to 2023, is depicted below:

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22 _____
23 ³⁶ Internet Archive Wayback Machine, *Cadet Learn More*, AMERICAN AIRLINES CREDIT
24 UNION, [https://web.archive.org/web/20220814070311/https://www.aacreditunion.org/
CadetLearnMore/](https://web.archive.org/web/20220814070311/https://www.aacreditunion.org/CadetLearnMore/) (captured Aug. 14, 2022).

25 ³⁷ From 2020 to approximately March 2022, the email said \$110,000. From
approximately June to September 2022, the Welcome Email said:

26 The max application amount for the Discover loan is \$110,000.00 and for
27 the American Airlines Credit Union loan is \$120,000.00. These loans can
cover all training expenses and some or all of your cost of living.

28 Starting in approximately March 2023, the Welcome Email stated only \$120,000.



Coast Academy Price Sheet

Full Program - 12 Months

Courses of Instruction	Per Course
Private Pilot License (PPL)	\$19,320.00
Instrument Rating (IFR)	\$24,840.00
Commercial Single Engine License (CSEL)	\$22,300.00
Certified Flight Instructor (CFI)	\$7,350.00
Certified Flight Instructor Instrument (CFII)	\$4,100.00
Commercial Multi Engine License (CMEL)	\$9,680.00
	Flight Training Total
	Textbooks & Supplies
	FAA Certifications
	\$87,590.00
	\$1,408.00
	\$8,925.00
	Total Program Total
	\$97,923.00

Additional items that can be self provided or added to the loan amount		
	Recommendation	Price
Headset	David Clark H10-13 S	\$341.00
Tablet (Cellular Data Not Required)	iPad-Mini (128 GB+)	\$595.00
Cost of Living		Variable

*If added to the loan, Coast will direct deposit the funds to the student so that selected items can be independently purchased or paid for.

Coast Academy Hours Catalog and Coast Academy Price Sheet, *supra* note 30.

126. According to this Price Sheet, from approximately 2021 to 2023, Coast advertised that its full program cost \$97,923, with the PPL costing \$19,320, the IFR costing \$24,840, the CSEL costing \$22,300, the CFI costing \$7,350, the CFII costing \$4,100, the CMEL costing \$9,680, textbooks and supplies costing \$1,408, and FAA certifications costing \$8,925. *Id.* According to this Price Sheet, cadets would also have to purchase a headset for \$341 and a tablet for \$595, and cover the cost of living, which is variable. *Id.*

127. Coast provided some cadets, including some Plaintiffs, with other versions of the Price Sheet that listed different costs for obtaining some ratings, but the “Total Program Total” was either \$97,923 or \$97,712 on all versions of the Price Sheet Coast

1 sent Plaintiffs.³⁸

2 128. Coast did not disclose that the cost of the program could vary substantially
3 depending on a host of variables outside of the student’s control, such as aircraft
4 availability, weather, and scheduling.

5 129. To Plaintiffs’ knowledge and understanding, the vast majority of cadets in
6 the AACA at Coast pay far more than the quoted prices to complete each pilot rating and
7 the program as a whole.

8 130. Defendants knew that their representations about the cost of the program
9 were false but continued to make them to prospective cadets, including Plaintiffs.

10 131. Plaintiffs relied on Defendants’ representations that they would obtain all the
11 ratings that they needed to become commercial pilots for a single price that was all-
12 inclusive (and could be covered by a single loan) in deciding to uproot their lives to attend
13 the AACA at Coast.

14 132. In reality, Plaintiffs spent far more than the costs Defendants advertised to
15 complete training and ratings in the AACA and received far less for their money. The
16 seven Plaintiffs who received no ratings at all spent between \$26,000 and \$64,000 (an
17 average of approximately \$54,000) on training at Coast and associated expenses. For the
18 Plaintiffs who did earn certain ratings, they spent approximately \$42,000 more than the
19 prices Coast advertised on average. The two Plaintiffs who received only one rating (PPL)
20 spent about \$35,000 and \$58,000, respectively, which is far more than the \$19,320 quoted
21 in Coast’s Price Sheet for that rating. The Plaintiffs who received two, three, or four
22

23 ³⁸ Some other versions also listed other costs, including a Foreflight Subscription for
24 \$99, five uniform shirts for \$200, and the Spin Endorsement for \$450. Some versions of
25 Coast’s Price Sheet also listed “OPTIONAL LIVING EXPENSES,” which advertised
26 that, for a double occupancy room, housing cost \$850 per month in San Diego, \$550 per
month in San Marcos, and \$600 per month in Dallas, and a meal stipend cost \$400 per
month.

27 A few Plaintiffs, including Plaintiffs Anderson, Little, and Thelus, also received Price
28 Sheets for the “Instrument Start” program—a shorter version of the program for cadets
who had already obtained their PPL. The Instrument Start Price Sheet listed the Total
Program Total at \$77,968.

1 ratings spent an average of \$41,000 more than Coast’s quoted prices for the ratings they
2 received.

3 133. Defendants did not disclose to Plaintiffs that the schedule and cost of the
4 AACA could vary enormously based on a variety of factors outside their control and that
5 the loan would almost certainly be insufficient to cover the cost of training and housing—
6 particularly because the program typically lasted longer than the advertised 12 months.

7 134. At no point, neither in their promotional materials nor through their
8 representatives, did Defendants state that the \$97,923 (or \$97,712) price tag was an
9 estimated cost, nor make any indication that the price could vary wildly from this amount.

10 135. If Plaintiffs had known the truth that it typically costs cadets significantly
11 more money than the advertised cost to participate in and complete the AACA, they would
12 not have chosen to attend the AACA at Coast.

13 **iv. Defendants Misrepresented the Frequency of Flight Training for**
14 **Cadets in the AACA at Coast**

15 136. In their communications with the Plaintiffs and on their websites, Defendants
16 ubiquitously advertised the AACA as being an “immersive,” “accelerated,” and “full
17 time” flight training program.³⁹

18 137. From May 21, 2020 to present, American has advertised, “This program is
19 designed to be full-time accelerated flight training program.”⁴⁰

20 138. From at least December 2021 to present, Coast has stated on its website,
21 “The training [in the AACA] is full-time, 5 to 6 days per week with scheduled events
22 between 2 to 6 hours per day.”⁴¹

23 139. From approximately October 2020 until December 2024, Coast’s “FAQ”
24

25 ³⁹ See, e.g., *Airline Career Training Program*, *supra* note 20; *American Airlines Cadet*
26 *Academy with Coast Flight Training*, COAST FLIGHT TRAINING, <https://iflycoast.com/aa-cadet-training-at-coast-flight-training/> (last visited Oct. 9, 2025).

27 ⁴⁰ *Enrollment Information*, AACA BLOG SPOT (May 21, 2020) <https://aaca929002555.wordpress.com/2020/05/21/enrollment-and-the-process/> (last visited Dec. 2, 2025).

28 ⁴¹ *American Airlines’ Academy*, *supra* note 21.

1 page stated, “The Coast Academy is a full time, 12 month, immersive flight training
2 experience.”⁴²

3 140. On a page titled “Coast Academy[:] Expedited Professional Pilot Training,”
4 Coast states its “all encompassing, accelerated” and “immersive program offers full time
5 training that is expected to be complete in 12 months.”⁴³

6 141. Coast’s Brochure, which Coast either emailed directly to Plaintiffs after they
7 were admitted to the AACA or made available to Plaintiffs at their discovery flight (a
8 voluntary, introductory flight for prospective cadets), advertises, “COAST FLIGHT
9 TRAINING OFFERS A COMPREHENSIVE, ACCELERATED PROGRAM THAT
10 PROVIDES A CLEAR PATHWAY TO BECOMING A PROFESSIONAL PILOT.”⁴⁴

11 142. As explained in section IV.G, *infra*, many Plaintiffs received emails from
12 Coast stating unequivocally, “You will be flying 5-6 days a week.” *See, e.g., infra* ¶¶ 501,
13 579, 608, 733, 760.

14 143. These representations were false. Defendants knew that their representations
15 about the frequency of flight training that cadets received in the AACA at Coast were
16 false, but they continued to make them to prospective cadets, including Plaintiffs.

17 144. The accelerated timeline and high frequency of training promised by
18 Defendants were key selling points of the AACA for each Plaintiff.

19 145. During their time in the AACA at Coast, Plaintiffs collectively received
20 flight training (including ground training, flying, and using flight simulators), on average,
21 much less than the advertised five to six days a week.

22 146. Plaintiffs’ training was inconsistent. Many Plaintiffs went days and
23 sometimes weeks without flying.

24 147. Such infrequent training made learning and perfecting a complicated new
25

26 ⁴² *Frequently Asked Questions, supra* note 29.

27 ⁴³ *Airline Career Training Program, supra* note 20.

28 ⁴⁴ Coast Brochure, *supra* ¶ 91.

1 skill nearly impossible.

2 148. If Plaintiffs had known that they would be training so infrequently, they
3 would never have chosen to take on an enormous amount of debt to attend the AACA.

4 **v. Defendants Misrepresented that Plaintiffs Would Receive Pilot**
5 **Mentors**

6 149. In an article published on its website on April 30, 2019, American touted
7 individual pilot mentorship as an extremely valuable characteristic of the program:
8 “[p]airing pilots with the cadets is a key component of the program so cadets can get first-
9 hand guidance and coaching along their journey.”⁴⁵

10 150. American explained that “[m]entorship pairing is a very detailed process;
11 there are personality tests and assessments completed by a third-party vendor to make
12 sure mentors have the best mix of qualities and commitment for mentees.” *Id.*

13 151. From approximately October 2022 to October 2023, American advertised on
14 its website that all cadets would be “paired with an American Airlines pilot mentor to
15 walk with [them] through the program.”⁴⁶

16 152. From approximately October 2022 to present, American’s website has
17 promised cadets would receive “[i]ndividualized support from an American pilot mentor
18 that continues along [their] path to American.” *Id.*⁴⁷

19 153. In a blog post published on June 12, 2020 by an agent of American—Cadet
20 Development Specialist for the AACA, Maria Didonna—and shared with individuals
21 admitted to the AACA, including several of the Plaintiffs, American specified that
22
23
24

25 ⁴⁵ *Focused on the Future: American Airlines Celebrates Cadet Academy’s First Year*,
26 *supra* note 14.

27 ⁴⁶ *About the Academy*, *supra* note 10.

28 ⁴⁷ *See also About the Academy*, AMERICAN AIRLINES CADET ACADEMY, <https://academy.aa.com/landing/academy/html/about-the-academy.html> (last visited Dec. 2, 2025).

1 “[a]bout a month prior to starting flight training, each cadet is paired with a mentor.”⁴⁸

2 154. During several Plaintiff admission interviews, American representatives
3 emphasized the significant advantage the mentorship program would provide to Plaintiffs
4 if they attended the AACA.

5 155. From at least May 2021 to present, Coast has also prominently advertised
6 that cadets would receive an “American Airline’s Pilot Mentor” on the landing page of
7 its website for the AACA:



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13 Internet Archive Wayback Machine, *American Airlines Cadet Academy*, COAST FLIGHT
14 TRAINING, [https://web.archive.org/web/20220523023931/https://iflycoast.com/american](https://web.archive.org/web/20220523023931/https://iflycoast.com/american-airlines-cadet-academy/)
15 [-airlines-cadet-academy/](https://web.archive.org/web/20220523023931/https://iflycoast.com/american-airlines-cadet-academy/) (captured May 23, 2022).

16 156. Each Plaintiff relied on Defendants’ promises that Plaintiffs would receive a
17 pilot mentor to assist them throughout the program in making their decision to attend the
18 AACA at Coast.

19 157. Defendants’ representations were materially false and detrimental to
20 Plaintiffs’ interests. Most Plaintiffs either never received a mentor or received a mentor
21 many months after they joined the program, despite repeatedly asking Defendants for one.

22 158. Eight Plaintiffs never received a mentor at all. Six Plaintiffs received a
23 mentor late in their training—at least seven months after they started the program, and
24 many of them much later than that. Only four Plaintiffs received a mentor within the first
25 three months of their training (one of whom was terminated within days of receiving a
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27 ⁴⁸ *Overview of the Cadet Academy of Mentors*, AACA BLOG SPOT (June 12, 2020)
28 <https://aaca929002555.wordpress.com/2020/06/12/what-is-the-cadet-academy/> (last
visited Dec. 4, 2025).

1 mentor). Of the Plaintiffs who received mentors at all, the average amount of time it took
2 for them to be assigned a mentor was *8.5 months*.

3 159. Many Plaintiffs who did receive mentors found them to be disappointingly
4 unhelpful.

5 160. Instead of carefully “pairing” cadets with a mentor and providing
6 “[i]ndividualized support” as promised, American typically assigned one pilot mentor to
7 a group of four to seven cadets. Several Plaintiffs merely received a single group email
8 or text from their assigned mentor and afterwards never heard from them again.

9 161. Defendants knew their guarantees about mentorship were false (or that they
10 had little basis in fact), but they continued to make them anyway to convince prospective
11 cadets, such as Plaintiffs, to attend the AACA at Coast.

12 162. In 2022 and 2023, cadets, including Plaintiffs, complained to American and
13 Coast about their failure to provide the promised mentors, and during that time, several
14 representatives of American acknowledged in emails that many cadets still did not have
15 mentors.

16 163. For example, on September 9, 2022, American representative Jessica Ast
17 emailed cadets acknowledging that American was working on “making sure everyone has
18 a mentor that guides them through to be successful in the instructional phase.”

19 164. On March 13, 2023—years after Defendants started advertising mentors as
20 a critical aspect of the AACA—Ms. Didonna acknowledged in an email to cadets that
21 American had yet to “begin the official rollout of our mentor program” at Coast’s San
22 Diego location.

23 165. On May 2, 2023, American representative Christopher Shope emailed cadets
24 acknowledging a complaint that “cadets in the San Diego location have not heard from
25 their mentors yet” and stating that Ms. Ast and Ms. Didonna were “working on the mentor
26 situation right now.”
27
28

1 166. On May 9, 2023, Ms. Didonna emailed the cadets in Dallas (some of whom
2 had been in the program since October 2022) stating she and Ms. Ast had finally emailed
3 pilots about serving as mentors for each cadet.

4 167. If Plaintiffs had known the truth that only a fraction of cadets receive a
5 mentor, most cadets do not receive a mentor until many months into training, each mentor
6 is assigned a group of cadets, and most cadets barely hear from their mentor at all, they
7 would not have chosen to join the AACA at Coast.

8 **vi. Defendants Deceptively Advertised the Flight Training Resources**
9 **Available at Coast**

10 168. Since 2018, American claimed it had “carefully selected flight schools”⁴⁹ to
11 become their “trusted partner schools” for the AACA.⁵⁰

12 169. Plaintiffs trusted that if American had selected Coast to be a “trusted partner
13 [school]” for the program bearing American’s name and logo, Coast must have sufficient
14 resources to enable all cadets to succeed in the program.

15 170. Coast made a host of misleading statements designed to convince
16 prospective cadets that with Coast’s aircraft, facilities, simulators, instructors, scheduling
17 systems, employees, curriculum, and expertise, they would have no problem getting
18 through the program in the advertised 12-month training period.

19 171. Both on its website and on its Brochure, Coast states, “Coast Academy
20 utilizes dedicated instructors, proactive schedulers, and modern aircraft to ensure that
21 satisfactory academic standards are achievable” and “[a]ll of our locations offer a large
22 fleet of state of the art aircraft with G1000 avionics.”⁵¹

23 172. In reality, Coast did not have sufficient resources for cadets to train regularly.
24

25 ⁴⁹ Internet Archive Wayback Machine, *Cadet Academy Index*, AMERICAN AIRLINES
26 CADET ACADEMY, <https://web.archive.org/web/20180719045517/http://www.aacadetacademy.com/CadetAcademy/index/1> (captured July 19, 2018).

27 ⁵⁰ *Pilot Journey*, *supra* note 3.

28 ⁵¹ *Airline Career Training Program*, *supra* note 20.

1 173. For example, Coast prominently boasts about its aircraft across its website,
2 including “NEW 2019 PIPER ARCHER FLEET”⁵² and “NEW PIPER ARCHER TX
3 TRAINING FLEET Model Year 2019 – G1000 Avionics.”⁵³

4 174. Several Plaintiffs received emails from Coast stating, “We fly brand new,
5 2019 Piper Archers with G1000 avionics that are exclusive to our American Airlines
6 Cadet Program.”

7 175. Contrary to Coast’s statements about its aircraft fleet, there often were not
8 enough operational aircraft for the students to fly because planes were constantly
9 grounded for maintenance.

10 176. Plaintiffs experienced malfunctioning and disengaging communications
11 systems while in flight, leakages on aircraft, and loose components on aircraft.

12 177. Several flight instructors quit Coast due to concerns about the safety of the
13 aircraft.

14 178. Plaintiff Sanderson was told by a Designated Pilot Examiner (“DPE”), an
15 examiner appointed by the FAA, that most of the planes Coast used for training needed
16 full engine overhauls and were in such bad repair that they were not safe to use for
17 instruction.

18 179. In June 2023, Coast cut by half its fleet of 14 Piper Archers at its San Diego
19 location. Suddenly, there was a severe shortage of Piper Archers, a shortage of instructors
20 who knew how to fly the other aircraft available (Cessnas), and a shortage of maintenance
21 crew who knew how to maintain the aging Cessnas. This change derailed some cadets’
22 trainings.

25 ⁵² Internet Archive Wayback Machine, *American Airlines Cadet Academy*, COAST
26 FLIGHT TRAINING, <https://web.archive.org/web/20210804162310/https://iflycoast.com/american-airlines-cadet-academy/> (captured Aug. 4, 2021).

27 ⁵³ *American Airlines Cadet Academy with Coast Flight Training*, COAST FLIGHT
28 TRAINING, <https://iflycoast.com/aa-cadet-training-at-coast-flight-training/> (last visited Dec. 4, 2025).

1 180. Plaintiff Fogel was unable to train for or take his multi-engine rating for
2 several months because Coast did not have an appropriate multi-engine plane available
3 for him to fly.

4 181. American and Coast were both aware of Coast’s aircraft shortages and the
5 negative impact these shortages had on cadets’ ability to complete the program.

6 182. In a letter to cadets at Coast San Diego on June 8, 2023, Coast states,
7 “Currently, we know that about 45% of our aircraft fleet for our Academy Students are
8 downed due to maintenance, which is unfortunate for all of us. . . .”

9 183. In an email on June 17, 2023 to cadets in Dallas, a representative of
10 American acknowledged issues with twin engine aircraft availability and the “long queue
11 of students waiting to complete the program.”

12 184. Despite knowing that their representations about the quality and quantity of
13 Coast’s aircraft were false, Defendants continued making these statements to prospective
14 cadets, including Plaintiffs.

15 185. If Plaintiffs had known that Coast did not have sufficient aircraft and other
16 resources needed for students to train the five to six days per week as Defendants
17 promised to complete the AACA in 12 months, they would not have chosen to attend the
18 AACA at Coast.

19 **D. DEFENDANTS UNLAWFULLY DISCRIMINATED AGAINST PLAINTIFFS ON THE**
20 **BASIS OF RACE**

21 186. American Airlines promoted the Cadet Academy as a flight training program
22 with a mission to “diversify the pilot profession”⁵⁴—historically an overwhelmingly
23 white-dominated field.⁵⁵

24 187. Although American claimed altruistic motivations for seeking diverse
25 candidates, its practices reveal that it embarked on a predatory and discriminatory
26

27 ⁵⁴ *American Airlines Cadet Academy Introduces New Student Loan Options with*
American Airlines Federal Credit Union, supra note 9.

28 ⁵⁵ *See supra* ¶ 54; *supra* notes 7 and 8.

1 campaign of targeting non-white cadets, including Plaintiffs, for a flight training program
2 American knew or should have known they were unlikely to complete.

3 188. Further, once Defendants successfully recruited these non-white cadets,
4 including Plaintiffs, Defendants subjected them to an environment rife with racial bias
5 and hostility that severely impacted their ability to succeed in an already deficient
6 program.

7 189. Thus, Defendants unlawfully discriminated against Plaintiffs on the basis of
8 race in two ways: by “reverse redlining” (in violation of ECOA and Title VI), and by
9 subjecting Plaintiffs to disparate treatment once they were enrolled in the AACA (in
10 violation of Section 1981, Title VI, and the Unruh Civil Rights Act).

11 190. Further, when Plaintiffs complained about the discriminatory treatment,
12 Defendants failed to take any action to abate it and instead punished Plaintiffs for
13 complaining.

14 **i. American Utilized Reverse Redlining Tactics to Target Racial**
15 **Minorities for a Predatory Scheme**

16 191. American targeted racial minorities with deceptive and misleading
17 advertising to entice non-white cadets, including Plaintiffs, to take out massive loans to
18 enroll in the AACA—a predatory program with little likelihood of a successful outcome.

19 192. Through focused and systematic advertising, American convinced Plaintiffs
20 that the AACA was designed to help people of color, like them, achieve their goal of
21 becoming airline pilots and commencing a stable, lucrative career.

22 193. This practice Defendants engaged in—targeting certain racial groups to sell
23 predatory products or services, or treating them less favorably through facially-neutral
24 practices that nevertheless have a disproportionate and unjustified impact on the basis of
25 race—is known as “reverse redlining.”

26 194. American’s advertisements, promotions, representations, and actions,
27 consistently show that American targeted the program toward non-white applicants.
28

1 195. In a 2019 article celebrating the program’s first year, American touted the
2 “diverse pool of prospective pilots [that] continues to join the American Airlines Cadet
3 Academy” and spotlighted two cadets: one Black and one of Hispanic descent.⁵⁶

4 196. American also described its continued “effort to recruit and retain the next
5 generation of aviators” at “Moton Field (06A) in Tuskegee, Alabama, where more than
6 100 children from the area were offered the chance to take discovery flights,” noting
7 “[m]any of those who participated were from families who didn’t have the means to
8 expose them to aviation and could not afford the cost of discovery flights.” *Id.*

9 197. Based on the photos American published in the article, all of the participants
10 were Black. In fact, every one of the five pictures published in the article prominently
11 featured Black and other non-white individuals:



22 *Id.*

23 198. When announcing a new financing option through the AAFCU in 2022,
24 American reiterated that the AACA was part of “[their] work to grow and diversify the
25 pilot profession,” and the loans available through Discover and AAFCU “were designed
26 to help eliminate the financial barriers prospective pilots face, while supporting the

27
28 ⁵⁶ *Focused on the Future: American Airlines Celebrates Cadet Academy’s First Year*,
supra note 14.

1 incremental growth of the pilot population and creating greater diversity amongst the
2 future and current pilot ranks.”⁵⁷

3 199. In April 2022, American posted an article on its website celebrating the first
4 two AACA cadets to be hired by American—both of whom were Black. American stated,
5 “Through its Cadet Academy, American [is] creating greater diversity among the current
6 and future pilot ranks,” and “[w]ith nearly 600 cadets in the program today — and many
7 graduates already working in the flight deck — American continues to grow the program,
8 significantly impacting the diverse makeup of flight crews industrywide.”⁵⁸

9 200. American also published videos on its website and YouTube channel in
10 which these two Black cadets lavished praise on American and the AACA.⁵⁹

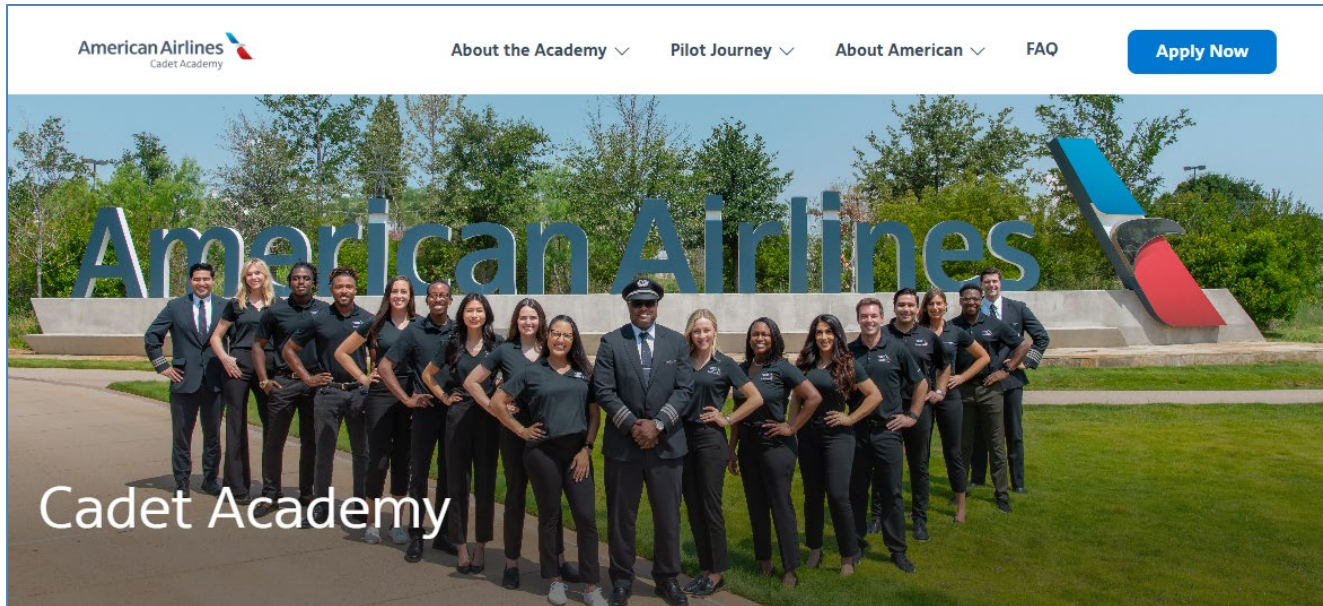
11 201. American prominently features Black and other non-white cadets and pilots
12 on its AACA website and in promotional materials advertising the AACA to attract non-
13 white individuals to the program—for example, on its AACA page, as shown below:

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22 ⁵⁷ *American Airlines Cadet Academy Introduces New Student Loan Options with*
23 *American Airlines Federal Credit Union*, *supra* note 9.

24 ⁵⁸ *Paving the Path: First Two American Airlines Cadet Academy Graduates Hired at*
25 *American Airlines*, AMERICAN AIRLINES NEWSROOM (Aug. 12, 2022),
<https://news.aa.com/news/news-details/2022/Paving-the-path-First-two-American-Airlines-Cadet-Academy-graduates-hired-at-American-Airlines-ID-BK-08/>.

26 ⁵⁹ *Id.*; *Honoring a Legacy of Firsts*, AMERICAN AIRLINES NEWSROOM (May 12, 2022),
27 <https://news.aa.com/news/news-details/2022/Honoring-a-Legacy-of-Firsts-ID-BK-05/default.aspx>; AMERICAN AIRLINES, *Paving the Path: First Two American Airlines*
28 *Cadet Academy Graduates Hired at American Airlines*, (YouTube, Aug 19, 2022),
<https://youtu.be/dU3e2elrVbE?si=q7K7ZxE3CrsyEi3h>.



11 *About the Academy, supra* note 47.

12 202. On American’s “Pilot Journey” page, three out of the four individuals
13 pictured are Black, as shown below:

14

15 **Career Flight Path**

16 The flight path is simple no matter where you start – with or
17 without your certificate, little or a lot of experience.

18

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23 **Learn to fly**

24 The first step in beginning a career as a pilot is to complete initial
25 flight training. With the Cadet Academy, you will join other
26 cadets to train at one of our trusted partner schools. Your initial
27 flight training will include the following certificates and ratings:

- private pilot
- instrument rating
- commercial pilot
- multi-engine rating
- certified flight instructor
- certified flight instructor - instrument

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\$35K ▶ ○ **Paid to fly**

Build time
You will then build the necessary flight hours in order to be hired by a regional airline. Most cadets build hours by becoming a certified flight instructor, where you can get paid to teach others how to fly.

\$50K ▶ ○ **Transition to Airlines**

Fly for a Regional Airline
Once you reach 1,500 total flight hours you will be eligible to join one of American Airlines Group wholly-owned regional airlines: Envoy, Piedmont, and PSA. These regionals have a contractual flow agreement with American Airlines guaranteeing you a first officer position with American Airlines.

\$70-90K ▶ ○ **Gain Experience**

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Fly for American Airlines

Most new hires to American come directly from our regional partners. But it's not the \$90K average salary their first year that makes American the destination for new hires. It's the chance to pilot the largest aircraft to the most destinations globally, while being supported by the largest airline in the world.

\$135 – \$235K+ ▶ **Become a captain**

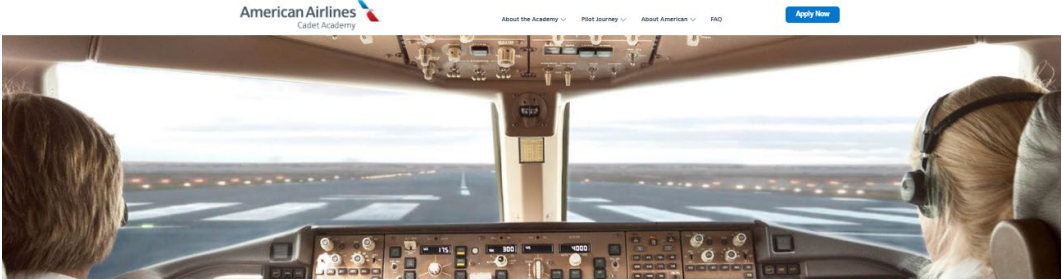
The View from the Left Seat

Pilot Journey, AMERICAN AIRLINES CADET ACADEMY, <https://academy.aa.com/landing/academy/html/pilot-journey.html> (last visited Dec. 4, 2025).

203. American’s “Pilot Stories” page spotlights ten individuals—at least half of whom are Black and/or non-white, as shown below:



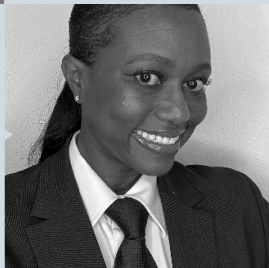







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Pilot and Cadet Testimonials

Pilots and cadets come from every background and they all have their own stories. We asked a few of our pilots and cadets what they love about being a pilot, what inspired them to fly, and why they chose American Airlines. Select each pilot to see their story.

	<p>Jamie Jameson Check Pilot, A320</p>		<p>Cadet Brystal Duppstadt First Officer, B737</p>
<p>Cadet Gustavia Cartwright First Officer, B737</p>		<p>Nic Brice Captain, A320</p>	
	<p>Cadet Elis Rosa Santaella Emory Captain</p>		<p>David Pettet Check Pilot, A320</p>
<p>Kiersten Orrick Captain, A320</p>		<p>Cadet Mohammad Jahangir Abdal Emory Captain, E-175</p>	
	<p>Cadet Damon Washington First Officer, A320</p>		<p>Jim Glick Check Pilot, B787</p>

1 *Pilot Stories*, AMERICAN AIRLINES CADET ACADEMY, [https://academy.aa.com/landing/](https://academy.aa.com/landing/academy/html/pilot-stories.html)
2 [academy/html/pilot-stories.html](https://academy.aa.com/landing/academy/html/pilot-stories.html) (last visited Dec. 4, 2025).

3 204. In 2022, American flew a group of young aviation enthusiasts from Chicago
4 to Wisconsin for the EAA AirVenture (an annual aviation industry gathering) to learn
5 about aviation and try out flight simulators, and nearly every person featured in
6 American’s videos of this event was Black.⁶⁰

7 205. American had booths and representatives promoting the AACA at events
8 targeted toward certain minority groups, such as the Women in Aviation and Organization
9 of Black Aerospace Professionals (“OBAP”) conferences. Several Plaintiffs learned about
10 the AACA at these events, and Plaintiff Mianda interviewed for the AACA at one.

11 206. At the annual OBAP conference in 2022, American announced it was
12 donating \$1.5 million to OBAP.⁶¹ Christina Flores, Head of Global Talent Acquisition for
13 American, stated:

14 At American, diversity, equity, and inclusion is at the very core of our
15 company and embedded in what we do. At this critical time in our
16 industry, we believe it is important to have all work groups represent
17 the customers that we serve. We are also focused on supporting the
18 pilot population growth and increasing diversity amongst both future
19 and current pilot ranks. And our partnership with OBAP is critical to
20 that mission and to the future of our organization. We must be
21 intentional in our efforts to recruit and train pilots, and show those

23 ⁶⁰ AMERICAN AIRLINES, *Inspiring Future Aviators | EAA AirVenture Oshkosh Air Show*
24 *2022*, (YouTube, Aug. 26, 2022), [https://youtu.be/AKQIL7FmKw?si=zt5IktIIAF](https://youtu.be/AKQIL7FmKw?si=zt5IktIIAFfzkipqy)
25 [fzkipqy](https://youtu.be/AKQIL7FmKw?si=zt5IktIIAFfzkipqy); AMERICAN AIRLINES, *Young Aviation Enthusiasts Visit the Annual EAA*
AirVenture in Oshkosh, WI, (YouTube, Aug. 16, 2022),
<https://youtu.be/6wZhXQaAkPM?feature=shared>.

26 ⁶¹ *American Airlines Continues Its Efforts to Diversify the Flight Deck With a \$1.5*
27 *Million Donation to the Organization of Black Aerospace Professionals*, AMERICAN
28 AIRLINES NEWSROOM (Aug. 15, 2022), [https://news.aa.com/news/news-details/2022/](https://news.aa.com/news/news-details/2022/American-Airlines-Continues-its-Efforts-to-Diversify-the-Flight-Deck-With-Donation-to-the-Organization-of-Black-Aerospace-Professionals-ID-BK-08/default.aspx)
[American-Airlines-Continues-its-Efforts-to-Diversify-the-Flight-Deck-With-Donation-](https://news.aa.com/news/news-details/2022/American-Airlines-Continues-its-Efforts-to-Diversify-the-Flight-Deck-With-Donation-to-the-Organization-of-Black-Aerospace-Professionals-ID-BK-08/default.aspx)
[to-the-Organization-of-Black-Aerospace-Professionals-ID-BK-08/default.aspx](https://news.aa.com/news/news-details/2022/American-Airlines-Continues-its-Efforts-to-Diversify-the-Flight-Deck-With-Donation-to-the-Organization-of-Black-Aerospace-Professionals-ID-BK-08/default.aspx).

1 needing a path forward the direction. **That is why we launched the**
2 **American Airlines Cadet Academy in 2018.**⁶²

3 207. Also in 2022, American sponsored the Girls United Summit and three
4 representatives of American “stopped by the GU Summit 2022 to express the need for
5 more Black women in aviation” and promote the AACA.⁶³

6 208. American’s YouTube channel features a playlist called “Empowering Black
7 Talent in Aviation” containing 12 videos all promoting American’s efforts toward racial
8 diversity, including several about the AACA.⁶⁴

9 209. In addition to intentionally targeting non-white prospective cadets,
10 American targets the AACA to certain groups of nontraditional applicants aspiring to be
11 pilots.

12 210. For example, American targets applicants who have no experience piloting,
13 no existing relationship to pilots, and no existing pipeline to becoming a pilot; low-income
14 applicants or applicants who do not have the disposable income necessary to afford flight
15 training; older applicants; and applicants who had prior careers in other industries.
16 Because applicants from these groups are disproportionately non-white, the facially
17 neutral policy of targeting these groups of nontraditional cadet-applicants has an
18 impermissible disparate impact on non-white cadets.

19 211. American specifically advertises to and targets racial minorities and persons
20 for whom pilot training was not readily accessible.

21 _____
22 ⁶² *OBAP Conference and American Airlines Donation - Sound Bites*, AMERICAN
23 AIRLINES NEWSROOM, <https://news.aa.com/multimedia/videos/default.aspx> (choose
24 “Culture” from the menu on the lefthand side; then select the Play or Download symbol
on the video titled “OBAP Conference and American Airlines Donation - Sound Bites”) (last visited Dec. 4, 2025) (emphasis added).

25 ⁶³ Kenyatta Victoria, *American Airlines Elevates Black Women In Aviation During GU*
26 *Summit 2022* (May 1, 2024), ESSENCE GU: GU SUMMIT AA AVIATION PANEL
<https://girlsunited.essence.com/feedback/news/gu-summit-aa-aviation-panel/>.

27 ⁶⁴ AMERICAN AIRLINES, *Empowering Black Talent in Aviation*, (YouTube, Aug. 2022 to
28 Feb. 2023) <https://www.youtube.com/playlist?list=PL43OjlkXFdqZnGnYa9DOD4qvefwBovuUi> (last visited Dec. 4, 2025).

1 212. American’s efforts to target the AACA to racial minorities have worked.
2 Plaintiffs estimate that of the 81 cadets in their cohorts, 40 are white and 41 (including
3 Plaintiffs) are non-white. Based on these estimates, about 50% of AACA cadets are
4 people of color.

5 213. American tracks cadets’ demographics and progress through the program.

6 214. Upon information and belief, the proportion of AACA cadets who are non-
7 white is at least three times more than the proportion of non-white pilots in the profession
8 in the U.S.⁶⁵

9 215. Each Plaintiff saw and was encouraged by American’s representations that
10 non-white people were supported and able to become successful cadets. But for
11 American’s purported commitment to diversity, Plaintiffs would not have enrolled at the
12 AACA at Coast.

13 216. Whether through intentional targeting or facially neutral policies that have
14 the effect of disproportionately attracting non-white cadets, Defendants enticed
15 Plaintiffs—all of whom are non-white—to enroll in the AACA.

16 217. These targeted efforts to enroll Plaintiffs in the AACA also ensnared the
17 Plaintiffs in credit transactions that they would not otherwise have entered into.

18 218. None of the Plaintiffs had sufficient funds to pay for the AACA at Coast.

19 219. In order to afford the program, all of the Plaintiffs took out a loan. Some of
20 the Plaintiffs took out this loan through the AAFCU.

21 220. All of the Plaintiffs entered into these credit transactions based on the false
22 and fraudulent premise that the AACA could be completed within 12 months and at a
23 maximum cost of \$97,923.

24 221. In reality, the average student needed more than 12 months—and much more
25 than \$97,923—to complete the AACA. Defendants knew this but continued to recruit
26 cadets based on these fraudulent premises and target non-white applicants to the program.
27

28 ⁶⁵ See *supra* ¶ 54; *supra* notes 7 and 8.

1 222. As a result of the misrepresentations that caused Plaintiffs to take out the
2 predatory loans, Plaintiffs accrued substantial debt, which led to lasting detrimental
3 effects such as massive drops in their credit scores.

4 223. Defendants’ actions demonstrate a pattern and practice of discrimination
5 under ECOA and Title VI: their targeting resulted in disproportionately high rates of non-
6 white people terminated or forced to resign from the AACA, saddled with significant
7 high-interest debt that they are unable to pay back. These acts constitute reverse redlining
8 and racial discrimination under ECOA and Title VI.⁶⁶

9 **ii. Defendants Subjected Plaintiffs to Disparate Treatment on the**
10 **Basis of Race**

11 224. While Plaintiffs were enrolled in the AACA, Defendants subjected them to
12 disparate treatment on the basis of race.

13 225. Based substantially on Plaintiffs’ race, Defendants denied Plaintiffs full and
14 equal services that would enable them to progress and succeed at the AACA.

15 226. Defendants also subjected Plaintiffs to a hostile educational environment.

16 227. Defendants treated non-white cadets less favorably than white cadets in the
17 AACA. As a result, white cadets, on average, progressed significantly faster and
18 ultimately finished the AACA at far higher rates than non-white cadets.

19 228. Plaintiffs disproportionately faced scheduling delays that white cadets did
20 not; experienced frequent turnover or reassignment in their instructors and often received
21 inadequate instruction in comparison to their white counterparts; were graded, without
22 factual basis, more harshly than their white peers; were disproportionally placed in the
23 remedial program, often due to discriminatory scheduling practices and unfair
24 assessments; and ultimately were disproportionately dismissed or forced to resign from
25 the AACA.

26
27
28 ⁶⁶ *Carroll v. Walden Univ., LLC*, 650 F. Supp. 3d 342, 362 (D. Md. 2022).

1 229. Plaintiffs also experienced open hostility from Coast instructors and staff
2 and, in some instances, were subjected to racialized comments and stereotypes.

3 230. Defendants discriminated against the Plaintiffs in the following ways:

4 231. **Scheduling.** Defendants discriminated against Plaintiffs—all of whom are
5 non-white cadets—in how they operated flight and training scheduling.

6 232. Defendants failed to schedule Plaintiffs for events (direct training sessions),
7 scheduled events during times that the flights were likely to be canceled, and/or frequently
8 canceled Plaintiffs' flights.

9 233. Plaintiffs witnessed Defendants schedule white cadets for training events
10 more frequently and at more advantageous times, allowing them to train more often and
11 progress faster.

12 234. For example, Plaintiff Chodkowski was scheduled so much less frequently
13 than his white cohort-mate, H.S., that H.S. finished the AACA in approximately 11
14 months, despite starting at the same time as Plaintiff Chodkowski and with less prior
15 flying experience.

16 235. In April 2023, while Plaintiff Mianda was working on obtaining her PPL,
17 she went through a 24-day streak of being grounded because of weather conditions, but
18 she found out that white cadets were being scheduled during this time when there were
19 pockets of favorable weather conditions.

20 236. In October 2022, Plaintiff Clark went 18 days without flying. In November
21 2022, he went 25 days without flying. In December 2022, he only flew three times. During
22 many months of his time in the AACA, Plaintiff Clark was unable to fly on more than 20
23 days. Plaintiff Clark was not responsible for any of the idle periods; rather, they were
24 imposed by Defendants. Many of his white counterparts flew far more often than he did
25 during those months.

26 237. The FAA requires flight trainees to pass a “checkride” to obtain each of the
27 ratings required to become a commercial pilot. For this reason, checkrides are a vital part
28 of pilot training.

1 238. Defendants forced Plaintiffs to wait unreasonably long periods of time to
2 complete their checkrides, which stalled their training because they were not permitted to
3 progress on to the next stages of training while waiting.

4 239. There were often long queues to take checkrides, partially due to the scarcity
5 of DPEs who conduct the checkrides. Yet white cadets received priority in the queue and
6 in the timing of the checkride.

7 240. These delays forced Plaintiffs to spend extra money and hours refreshing
8 their skills before the checkride test.

9 241. Several Plaintiffs were not allowed to progress in the AACA *at all* while
10 they waited for a checkride, which caused even further delays.

11 242. For example, Plaintiff Grannell had to wait months for his PPL checkride,
12 and Coast would not allow him to advance in his training during that waiting period.
13 Meanwhile, white cadets, such as J.C. and K.L., had shorter waiting periods or were
14 allowed to advance their training during waiting periods.

15 243. White San Marcos cadets I.S., K.C., A.Z., and S.W. were allowed to advance
16 to Instrument training while waiting for their PPL checkrides, but Plaintiff Lusby was
17 required to complete her PPL checkride before advancing.

18 244. Several Plaintiffs' checkrides were also scheduled with very little notice.
19 This gave some Plaintiffs insufficient time to prepare for these vital exams. Defendants
20 gave white cadets sufficient notice for their checkrides.

21 245. For example, Coast scheduled Plaintiff Anderson's Commercial and CFI
22 checkrides with only a few days' notice. She had insufficient time to do the necessary
23 warm-up flights to prepare, which caused her to fail the checkrides and delayed her
24 progress.

25 246. In or around October 2023, Coast gave Plaintiff McGowan fewer than 36
26 hours' notice of her first checkride. This was inadequate time to complete the FAA
27 paperwork for the first time and study for the test. As a result, she failed the oral
28 examination.

1 247. *Instructor Assignment and Poor Instruction.* Many Plaintiffs’ training
2 timelines were delayed because the Defendants frequently switched their instructors.

3 248. Because different instructors applied different standards and methods of
4 teaching, Plaintiffs who had multiple instructors per course were often forced to repeat
5 training.

6 249. While nearly every Plaintiff’s training was negatively impacted by
7 inconsistent instruction, many Plaintiffs experienced extremely high turnover in
8 instructors.

9 250. Plaintiff Khan flew with five different instructors in one month while he was
10 in the remedial program.

11 251. Plaintiff Clark had three different primary instructors in his first three months
12 of the AACA, and seven primary instructors in total during his 10 months in the AACA.

13 252. In Plaintiffs’ understanding and experience, white cadets had more
14 consistency and less turnover in instructors than Plaintiffs did.

15 253. Of the instructors that Plaintiffs were assigned, many instructors refused to
16 teach Plaintiffs and/or actively demonstrated a lack of interest in their training. This also
17 delayed their training.

18 254. For example, Plaintiff Kumar’s instructor Levi McKenzie stated that he did
19 not like flying with her, and his disdain for training with her culminated in him often
20 arriving late for her training sessions or canceling her training last minute. Mr. McKenzie
21 did not treat white students in the same way.

22 255. As another example, Plaintiff Jones’s instructor Alexa Aspan refused to
23 allow her to be scheduled for training for four days even though the “mistake” Plaintiff
24 Jones had made was due to an instruction from the control tower. Meanwhile, Ms. Aspan
25 comforted white cadets who crashed or almost crashed planes.

26 256. In Plaintiffs’ experience and observations, instructors treated white cadets
27 with more attention, respect, and professionalism and generally prioritized teaching them.
28

1 257. **Grading.** Instructors at the AACA graded Plaintiffs more harshly than white
2 cadets, holding them to an unreasonably high standard (e.g., expecting them to know more
3 advanced material), failing them for small errors, and/or refusing to allow them to
4 progress without a valid reason.

5 258. For example, instructor Luke Bazaldua forced Plaintiff Grannell to repeat
6 training lessons he had already successfully completed, such as grounds lessons, but
7 would not explain the material or what Plaintiff Grannell should do to improve. Plaintiff
8 Grannell observed that white cadets—particularly his cohort mates, J.C. and K.L.—were
9 not treated this way.

10 259. San Diego instructor Nayef Howar gave Plaintiff Sanderson “unsatisfactory”
11 grades on more than 20 events for small mistakes that should not have warranted a failing
12 grade. Instructors did not treat white cadets in a similar manner.

13 260. Instructor Annika Rivera tested Plaintiff Lusby on harder and more detailed
14 material than her white peers, did not permit her to utilize study materials during her
15 exams, and denied Plaintiff Lusby second chances to repeat exams or lessons, unlike
16 white cadets, such as A.A.

17 261. **Mentors.** Although American was responsible for providing mentors to
18 cadets, few cadets in the AACA received mentors as promised.

19 262. In Plaintiffs’ experience and observations, white cadets received mentors at
20 a higher rate and earlier in their training than non-white cadets.

21 263. Eight Plaintiffs never received mentors as promised.

22 264. For example, Plaintiff Fogel never received a mentor at all despite being in
23 the AACA for 21 months. Plaintiff Little never received a mentor at all despite being in
24 the AACA for 17 months.

25 265. Of the ten Plaintiffs who did receive mentors, at least six only received those
26 mentors at least seven months into their training. Because mentors were supposed to be
27 assigned at the beginning of training, this created delays in Plaintiffs’ progress in the
28 program.

1 266. *Placement in Remedial Program and Removal from AACA.* Defendants
2 discriminatorily placed Plaintiffs Ortega, Mianda, Jones, Lusby, Johnson, Grannell,
3 Clark, Khan, Fogel, Thelus, McGowan, Kumar, and Sanderson in the remedial program.
4 Additionally, Defendants discriminatorily removed all Plaintiffs from the AACA,
5 including by forcing some Plaintiffs to resign.

6 267. Defendants had the power to place cadets in a remedial program during their
7 training. The remedial program is described in the Coast Academy Program Guide, a
8 version of which each Plaintiff received, as a five-tiered process to assist a cadet with
9 issues in their progression and remedy these issues. Cadets may be placed in the remedial
10 program for inability “to maintain the Coast Academy Training Expectations (course
11 progression, availability, professionalism, etc.).”

12 268. Coast’s Program Guide states that Coast will “make an asserted effort to
13 work directly with the cadet to attempt to resolve the issue” for cadets in the remedial
14 program, and that cadets placed in the remedial program or who require extra instruction
15 “will still have a pathway to success.”

16 269. In reality, the remedial program was a pathway to force cadets, particularly
17 non-white cadets, out of the AACA after they had already paid tuition and incurred debt.

18 270. Thirteen out of eighteen Plaintiffs were placed in the remedial program. The
19 reasons for this placement into the remedial program were uniformly discriminatory.

20 271. Defendants placed Plaintiffs in the remedial program for reasons such as lack
21 of progress, high hours, and poor performance. But these purported performance issues
22 usually stemmed from circumstances outside of the Plaintiffs’ control (such as weather
23 cancelations) or Coast’s own failure to deliver proper training (such as biased scheduling,
24 repeatedly switching instructors, or forcing Plaintiffs to work with an instructor who
25 treated them poorly, *see supra* ¶¶ 230-265).

26 272. In Plaintiffs’ experience and observations, Defendants did not place white
27 cadets with similar or worse performance issues than Plaintiffs in the remedial program
28

1 at the same rates, indicating that Coast selectively chose to railroad non-white cadets into
2 this dead-end pathway.

3 273. For example, Plaintiff Clark was put in the remedial program, purportedly
4 for lack of progress and high hours, yet Coast admitted that these issues were not his fault.
5 In contrast, several white students, such as A.Y., were at roughly the same stage as
6 Plaintiff Clark, repeatedly failed stage checks, were not proficient at key skills, and/or
7 had exceeded the allotted hours, but Defendants did not place them in the remedial
8 program.

9 274. Defendants placed Plaintiff Khan in the remedial program in July 2023 for
10 having “unsatisfactory” training events due to small, inconsequential mistakes he made
11 in training. Defendants claimed the remedial program was “an asserted effort” to give
12 Plaintiff Khan a “pathway to success.” But instead of receiving support, Plaintiff Khan
13 found he had no continuity with instructors. While he was in the remedial program,
14 Plaintiff Khan flew with five different instructors in one month, each of whom had
15 different standards and different teaching styles. Rather than allowing for a pathway to
16 success, the haphazard and ineffective remedial program caused Plaintiff Khan to fall
17 *further* behind.

18 275. Defendants placed Plaintiff Johnson in the remedial program in May 2023,
19 purportedly for unsatisfactory and incomplete events and high hours, even though Coast
20 was responsible for these issues. In contrast, white cadets with performance issues such
21 as J.H. were not placed in the remedial program.

22 276. Nearly all of the other cadets with Plaintiffs in the remedial program were
23 non-white.

24 277. When Plaintiffs tried to complain to American and Coast about the unjust
25 decisions and the underlying drags on their training, they were ignored or retaliated
26 against.

27 278. For example, just a few days after he raised concerns about unfairness in the
28 AACA to staff, Plaintiff Khan was terminated from the AACA.

1 279. Defendants terminated fourteen Plaintiffs from the AACA for pretextual
2 reasons. Plaintiffs were terminated for accruing too many hours, receiving unsatisfactory
3 events, or failing too many checkrides, even though these purported performance issues
4 were attributable to Coast’s failure to provide a proper training program, as described
5 *supra* ¶¶ 230-265.

6 280. Defendants terminated some Plaintiffs, such as Plaintiffs Thelus, Ortega, and
7 Jones, for supposed “unsafe” practices, but never identified what those practices were.

8 281. For example, Plaintiff Lusby’s white peers, S.L., I.S., and B.D., had
9 approximately the same hours as Plaintiff Lusby and failed as many exams and
10 checkrides. But unlike Plaintiff Lusby, none of them were placed in the remedial program
11 or removed from the AACA.

12 282. Defendants unfairly forced Plaintiffs Fogel, Clark, Little, and Johnson to
13 resign from the AACA. Through discrimination, unnecessary delays, extra expenses, and
14 failure to respond to complaints, Defendants made these Plaintiffs’ training so difficult
15 that it was clear they would not receive a fair shot at succeeding and continuing in the
16 program would have been futile.

17 283. In Plaintiffs’ observations and experiences, white cadets were removed at a
18 far lower rate than non-white cadets and were able to finish the program at a much higher
19 rate.

20 284. Plaintiffs recollect that their collective cohorts contained 81 people: 40 white
21 cadets and 41 non-white cadets. Among those, Plaintiffs estimate that 24 white cadets
22 finished the program (a pass rate of 60%), while just five non-white cadets finished (a
23 pass rate of about 12%).

24 285. ***Defendants created a hostile environment.*** Plaintiffs not only faced
25 significant obstacles in their training because of Defendants’ disparate treatment but were
26 also forced to endure a hostile environment because they were non-white.

27 286. The racial demographics of the instructors and staff at Coast mirrored that of
28 the aviation profession, in that the majority of them are white. Unlike the aviation field, a

1 large portion of the AACA cadets were non-white.

2 287. Defendants allowed instructors and staff to act with blatant antagonism
3 towards non-white cadets and to make racially biased, stereotypical, and insensitive
4 remarks that made the training environment intolerable.

5 288. Plaintiffs also endured mistreatment by instructors, including shouting,
6 disrespectful language, condescension, and disinterest in Plaintiffs' training, whereas
7 instructors were friendly, supportive, and helpful to white students.

8 289. For example, Coast instructor Andrew Law commented that Plaintiff Fogel
9 must have grown up "in the hood" "struggling" because of his race and said words to the
10 effect of, "watch out, you'll be working for me someday."

11 290. This disparity in instruction was so bad for Plaintiff Fogel that a white cadet
12 in his cohort, N.C., noted that Plaintiff Fogel's instructor refused to help him learn the
13 required material for a checkride, an instructor publicly yelled at him, and an instructor
14 smoked during a flight. These instructors did not treat N.C. in this manner.

15 291. As another example, Dallas instructor Jeffrey Gill was openly hostile toward
16 Plaintiff Johnson, telling him to "shut the fuck up" when Plaintiff Johnson asked a
17 question in a group setting about how to park the planes. This instructor did not speak to
18 white cadets in this manner. Mr. Gill then told Plaintiff Johnson that "he should be able
19 to take that type of treatment since [he is] from Chicago." Plaintiff Johnson is from
20 California, but Mr. Gill assumed that Plaintiff Johnson is from a rough neighborhood in
21 a city with a large Black population because of his race.

22 292. On another occasion, Mr. Gill told Plaintiff Johnson that he had a "tiny
23 brain."

24 293. When Plaintiff Jones complained about her lack of flying time and the
25 difficulty she was experiencing getting placed on the flying schedule, San Marcos Site
26 Director Tamra Reid called her "hostile" and "aggressive," a stereotypical
27 characterization of Black women.

28 294. Coast instructor Zachary Wild criticized Plaintiff Page's crochet-style hair

1 braids by claiming they were “taking up too much space.”

2 295. A Coast instructor called a Black cadet’s skin “dirty” and her fingernails
3 “ghetto.”

4 296. In Plaintiffs’ experience and observations, white cadets were not subjected
5 to such comments about their appearance.

6 297. Coast accused Plaintiff Page of being “hostile” and Plaintiff Thelus of having
7 an “argumentative attitude” in disciplinary documents—both offensive racial stereotypes.

8 298. Many instructors were also overly critical of and displayed a cold demeanor
9 towards Plaintiffs, even though they were affable and conversational with white cadets.

10 299. Defendants knew or should have known that Plaintiffs were experiencing
11 race discrimination in the AACA.

12 300. Plaintiffs notified Coast and American agents and officials of instances of
13 discrimination and unfair practices at Coast. Plaintiffs also complained about the hostile
14 environment at Coast. Plaintiffs made these complaints in multiple forms and on multiple
15 occasions.

16 301. Plaintiffs also alerted instructors, flight leads, site directors, mentors, current
17 American pilots, Coast President Heath Jameson, and other officials about these issues
18 via private communications, in campus-wide town halls, and in other forums.

19 302. Defendants did not take any remedial action in response to Plaintiffs’
20 concerns.

21 303. Upon information and belief, Coast and American were tracking
22 demographic data of AACA program completion. This data should have alerted them that
23 non-white cadets were disproportionately placed in the remedial program, that non-white
24 cadets were disproportionately dismissed from the program, and that non-white cadets
25 disproportionately failed to finish the program as compared to white cadets.

26 304. Defendants did not take any action to remedy the issues causing these
27 discriminatory failure rates.

28 305. Plaintiffs were harmed by this disparate treatment. Every Plaintiff was

1 terminated or forced to resign from the AACA for discriminatory reasons.

2 306. Defendants caused each Plaintiff emotional distress from the racist and
3 biased treatment each faced at the AACA.

4 307. Each Plaintiff was financially harmed by their unfair and discriminatory
5 premature ouster from the AACA.

6 308. Defendants' discriminatory conduct was a substantial factor in causing
7 Plaintiffs' harm.

8 **iii. American's Role and Knowledge of Discrimination at the AACA**
9 **at Coast**

10 309. American and its representatives were aware of the racial bias occurring at
11 the AACA at Coast and knew or should have known about this unlawful discrimination.

12 310. From as early as 2022 through December 2023, Plaintiffs complained to
13 American about the issues that they were facing in the program, some of which American
14 acknowledged in writing.

15 311. American's representatives, including Maria Didonna, Cadet Development
16 Specialist for the AACA, Christopher Shope, Senior Manager of Aviation Programs and
17 Pilot Career Strategy at American Airlines, and/or Jessica Ast, Senior Manager of
18 Aviation Programs at AACA Operations, visited (or were supposed to visit) each of
19 Coast's locations at least monthly. They interacted with each Plaintiff either in-person,
20 via email, or through the online, monthly progress reports Plaintiffs submitted to
21 American.

22 312. Ms. Didonna, Mr. Shope, and Ms. Ast sent frequent emails to cadets
23 providing updates about the program, acknowledging complaints they had received, and
24 describing steps being taken to improve the program.

25 313. For example, in May 2023, Ms. Ast wrote to all cadets admitting that
26 American was aware that some cadets were "pushing timelines" or were past the timelines
27 they anticipated and stated that Coast was working on a "plan of action" for these students.

28 314. In June 2023, Mr. Shope wrote to all cadets acknowledging the complaints

1 and frustrations that Plaintiffs and others had been lodging and acknowledged the need to
2 remedy issues at the AACA. He specifically referenced the shortage of twin engine
3 aircraft in Dallas and “the long queue of students waiting to finish the program.”

4 315. In San Diego, Plaintiffs complained about unfair treatment in emails and
5 calls with Ms. Didonna, Mr. Shope, and Ms. Ast, in their monthly progress reports to
6 American, during townhalls held by American, and in one-on-one conversations with
7 representatives.

8 316. In Dallas, Plaintiffs complained to American in calls with Ms. Didonna, at
9 townhalls, in monthly progress reports, and during site visits, which American
10 acknowledged in writing.

11 317. In San Marcos, Plaintiffs complained to American in calls and emails to Ms.
12 Didonna and through monthly progress reports to American.

13 318. Some Plaintiffs, such as Plaintiffs McGowan and Sanderson, made requests
14 to Ms. Didonna to switch to a different flight school within the AACA given the hostile
15 environment they faced at Coast, but their requests were denied.

16 319. In March 2023, Ms. Didonna emailed several Plaintiffs to suggest they speak
17 with Captain LeRoy Young, a veteran Black pilot at American. Captain Young
18 acknowledged to Plaintiffs Sanderson, Fogel, and McGowan that cadets of color
19 experienced discriminatory treatment in the AACA, and although he said he would talk
20 to American and see if there was anything he could do to help, his primary advice for
21 Plaintiffs was to keep their heads down and do their best to overcome the adversity.

22 320. American also was or should have been aware of the disparity in success
23 rates between white and non-white cadets because it was tracking the demographics of
24 the cadets and their progress through the program.

25 **E. COAST DEFAMED PLAINTIFFS TO AMERICAN, HARMING THEIR CAREER**
26 **PROSPECTS**

27 321. Coast made false and disparaging statements to American about Plaintiffs’
28 ability and fitness to earn the required ratings to become airline pilots as well as their

1 conduct in the AACA.

2 322. In Plaintiffs’ understanding, Coast management, including site directors and
3 flight leads at each Coast location, provided reports, both written and oral, to
4 representatives of American, such as Ms. Didonna, Ms. Ast, and/or Mr. Shope, regarding
5 the progress of cadets in the AACA and issues that arose in their training. Further, Coast
6 provided information about AACA cadets to American through meetings, calls, and
7 emails.

8 323. Coast’s reports to American regarding Plaintiffs included false and
9 disparaging information about Plaintiffs’ piloting skills, behavior at Coast, and ability to
10 obtain their ratings.

11 324. Upon information and belief, Coast created and shared documentation with
12 American, including “Letter[s] of Caution,” “Remedial Training Plan[s],” and “Flight
13 Training Discontinuance” letters, purportedly to document problems cadets were
14 experiencing during training and the steps being taken to address those issues.

15 325. In many cases, the documentation Coast created regarding Plaintiffs’
16 training contained inaccurate statements about Plaintiffs’ piloting skills, behavior at
17 Coast, and ability to complete their ratings.

18 326. Several Plaintiffs informed Coast that the information in the documentation
19 was false.

20 327. Coast’s untruthful and disparaging statements irreparably tarnished
21 Plaintiffs’ reputations with American, causing American to believe that Plaintiffs were
22 incapable of achieving the required ratings, were unsafe pilots, or had behaved so poorly
23 or unprofessionally that they should be excluded from employment at American or
24 American’s regional airlines.

25 328. Coast’s defamation of Plaintiffs interfered with Plaintiffs’ ability to transfer
26 to a different flight school within the AACA or obtain employment as pilots with
27 American or one of its regional airlines upon achieving the required ratings elsewhere.

28 329. For example, during the meeting in which Plaintiff Ortega was removed

1 from the AACA, Chief Pilot Kyle Challis said that he had spoken with American, and
2 Coast and American had collectively decided to remove Plaintiff Ortega from the
3 program. Coast provided a letter stating Plaintiff Ortega was being removed for “unsafe
4 practices,” but he had not previously been informed of any practices that were unsafe.
5 When he asked what unsafe practices he was being accused of, neither Coast nor
6 American responded.

7 330. Similarly, Coast’s letter to Plaintiff Page terminating her training contained
8 several factual inaccuracies regarding her conduct and ability in the AACA, including
9 that she “[r]efus[ed] to answer/respond to basic knowledge questions or requests to
10 demonstrate comprehension of course material” and “[s]how[ed] hostility and/or
11 consistent behavioral issues with Staff and Flight Instructors.”

12 331. A few days later, Mr. Shope emailed Plaintiff Page a letter removing her
13 from the AACA, which stated American had received notice that she had been “suspended
14 from further flight training” with Coast.

15 332. Several Plaintiffs requested to transfer to a different flight school within the
16 AACA. Upon information and belief, American refused these requests because Coast’s
17 false statements tarnished Plaintiffs’ relationship with American.

18 **F. DEFENDANTS’ UNLAWFUL CONDUCT DERAILED PLAINTIFFS’ LIVES**

19 333. Defendants’ fraudulent, deceptive, and discriminatory practices with respect
20 to the AACA caused each Plaintiff substantial economic, reputational, and emotional
21 harm and seriously derailed their lives.

22 334. To pay for the program, all Plaintiffs incurred significant debt in the form of
23 large student loans and owe between \$26,000 and \$130,000, with an average of
24 approximately \$83,000. Many Plaintiffs’ loans carry high interest rates—some as high as
25 11%.

26 335. Each Plaintiff left or turned down a lucrative job or declined a college
27 acceptance offer in order to attend the AACA.

28 336. All Plaintiffs suffered costs related to relocation, additional costs from

1 training taking months longer than expected and/or housing costs being higher than
2 expected, and/or unexpected fees and misrepresented costs of additional exams or
3 trainings for the program.

4 337. Nearly every Plaintiff took out additional loans or incurred significant credit
5 card debt to cover living expenses during the AACA, especially when their training
6 stretched beyond one year.

7 338. In addition to the wages Plaintiffs lost during their participation in the
8 AACA, after leaving the program, many Plaintiffs had difficulty finding new jobs or were
9 forced to accept lower paying jobs out of desperation.

10 339. Most Plaintiffs have faced extreme difficulty in making their loan payments
11 on time. Several are behind on their payments, and at least one has entered default.

12 340. The financial hardship created by Defendants has caused most Plaintiffs to
13 miss payments on their loans, rent, and/or credit cards, and their credit scores have
14 declined as a result.

15 341. Many Plaintiffs have had to pay for additional flight training to obtain the
16 pilot ratings they should have received through the AACA, while others cannot afford to
17 continue their flight training and are left scrambling to start their lives over.

18 342. All Plaintiffs experienced harm to their career path and their reputation in
19 the insular aviation industry.

20 343. If Defendants had delivered the program they promised and not
21 discriminated against or defamed Plaintiffs, Plaintiffs would have obtained the ratings
22 they needed to proceed down the path to lucrative careers as airline pilots—first earning
23 \$35,000 to \$50,000 per year as flight instructors and flying for regional airlines,
24 transitioning to a major airline like American where the starting salary averages \$90,000,
25 and finally becoming captains earning \$135,000 to \$235,000+ per year.⁶⁷

26 344. Defendants' unlawful conduct delayed some Plaintiffs' progress down this
27

28 ⁶⁷ *Pilot Journey*, *supra* note 3.

1 career path by several years, causing significant loss of income. This delay is especially
2 harmful because there is an age limit to being an airline pilot.

3 345. For other Plaintiffs, Defendants' unlawful conduct placed the dream of a
4 career as an airline pilot permanently out of reach.

5 346. Defendants' deception, discrimination, and defamation also caused Plaintiffs
6 significant emotional distress. All Plaintiffs experienced stress, frustration, humiliation,
7 worry, indignity, and loss of self-esteem while they were in the AACA and following
8 their removal. These effects are ongoing and likely to continue indefinitely.

9 347. As a result of their treatment in the AACA, many Plaintiffs experienced more
10 severe emotional distress, including depression, anxiety, fatigue, digestive problems,
11 weight loss, loss of sleep, panic attacks, and/or aggravation of other ailments.

12 348. Several Plaintiffs have sought medical treatment in order to cope with their
13 mental anguish.

14 349. Plaintiffs' emotional distress has continued to impact them long after their
15 departures from the program.

16 350. Many Plaintiffs' personal relationships have suffered, including marital
17 difficulties and fractured familial ties.

18 **G. DEFENDANTS ENGAGED IN UNLAWFUL CONDUCT WITH RESPECT TO EACH**
19 **PLAINTIFF**

20 351. Each Plaintiff relied on the misrepresentations described *supra*, section IV.C
21 in applying for and attending the AACA.

22 352. Defendants also made specific misrepresentations about the quality,
23 duration, features, and cost of the AACA to each Plaintiff directly in order to induce them
24 to join the program.

25 353. Each Plaintiff relied on these general and direct representations in selecting
26 the AACA.

27 354. Despite Defendants' misrepresentations about the AACA, it was extremely
28 difficult for any student to finish the program within 12 months and at the advertised cost.

1 However, non-white students faced the additional challenge of being treated unfairly
2 because of their race, detailed below, which exacerbated their inability to complete the
3 program in the timeframe and at the price that Defendants promised.

4 355. Defendants made misrepresentations to each Plaintiff, and discriminated
5 against each Plaintiff, in the following ways in addition to the common misrepresentations
6 and discrimination as described above:

7 **i. Kendall Anderson**

8 356. Plaintiff Kendall Anderson, who is Black, applied to the AACA and
9 reviewed American’s AACA website in 2020 and 2021. At the time, she was living in
10 San Diego, California and working at a hotel.

11 357. In Plaintiff Anderson’s June 2021 AACA admission interview, American’s
12 Pilot Recruiting & Development employee, Claire Webb, represented that the listed
13 program price included all costs associated with the program and that cadets who focus
14 on training get their ratings in 12 months.

15 358. In a July 2021 phone call with Plaintiff Anderson, Ms. Didonna represented
16 that all costs associated with the AACA would be covered by a loan, that most cadets
17 finished within 12 months, and that if Plaintiff Anderson was good enough to get in the
18 program, she would be able to finish it. Ms. Didonna also said that for cadets who already
19 have a PPL, the program would take 10 months and cost less.

20 359. American offered Plaintiff Anderson admission into the AACA, and relying
21 on American’s representations about the AACA, she signed American’s Conditional
22 Offer of Program Admission (“AACA Acceptance Letter”) on July 9, 2021.

23 360. Plaintiff Anderson received the Welcome Email from Coast in June 2021
24 and reviewed Coast’s website around that time.

25 361. Coast also provided Plaintiff Anderson with a copy of the Price Sheet stating
26 the IFR phase would take 10 months and cost approximately \$78,000.

27 362. Relying on American’s and Coast’s representations about the AACA,
28 Plaintiff Anderson finalized a \$85,000 loan with Discover in July 2021 and signed Coast’s

1 funding disclosure on July 13, 2021.

2 363. When she began the AACA at Coast in San Diego on October 13, 2021,
3 Plaintiff Anderson had already earned her PPL.

4 364. Plaintiff Anderson's training took significantly longer and was far more
5 costly than advertised, due to factors outside her control, including scheduling delays and
6 race-based bias from instructors and Coast management.

7 365. Plaintiff Anderson received, on average, far fewer days of flight training per
8 week than the five to six days that Defendants promised.

9 366. Defendants scheduled Plaintiff Anderson's training at inopportune times
10 (such as in the mornings, which typically have poor weather conditions in San Diego, or
11 in the late afternoons, which often had higher winds). Her flights were often canceled,
12 which delayed her training.

13 367. In addition, despite Plaintiff Anderson being ready to take her CFI checkride,
14 Coast made her wait at least a month to be scheduled for the checkride, which delayed
15 and interrupted her progress. Then, Coast gave last-minute notice of her scheduled
16 checkride, which left her inadequate time to prepare for it.

17 368. Defendants never assigned Plaintiff Anderson an American pilot mentor
18 during her 17 months in the program.

19 369. Defendants also subjected Plaintiff Anderson to unfair treatment because of
20 her race. For example, Coast gave her white peers preferential treatment in flying time
21 and scheduled white students' checkrides more quickly than Plaintiff Anderson's.

22 370. Defendants held Plaintiff Anderson to a higher and harsher standard than
23 white cadets. Instructor Andrew Law doubted her abilities and disrespected and
24 humiliated her by interrupting her presentation to her entire class. He did not treat white
25 cadets in a similar way.

26 371. When Plaintiff Anderson requested specific times to fly, San Diego Site
27 Director, Renee Cerrillo, became frustrated and indignant, but she did not do so when
28 white cadets made the same requests.

1 372. Plaintiff Anderson’s white peers were permitted to back-seat other cadets’
2 lessons and borrow planes for leisure, though this was contrary to Coast’s policy.

3 373. Plaintiff Anderson was placed in the remedial program, purportedly for not
4 progressing quickly enough through the program, even though she was progressing at
5 roughly the same rate as the white students in her training cohort who were not placed in
6 the remedial program.

7 374. A white cadet, C.M., failed his IFR checkride three times in a row but was
8 permitted to continue training, whereas Plaintiff Anderson was terminated from the
9 AACA for failing three checkrides, even though they were for different ratings.

10 375. Plaintiff Anderson raised concerns about an unprofessional and biased DPE
11 to Coast. Coast forced her to do a checkride with the DPE anyway, and the DPE unfairly
12 failed Plaintiff Anderson.

13 376. Plaintiff Anderson reported concerns about her training and treatment at the
14 AACA—including racial hostility, unequal treatment, and unprofessional instructors—to
15 Coast and American administration several times during her training. She complained via
16 monthly progress reports required by American, and to Ms. Cerrillo and Ms. Didonna.
17 But Defendants never remedied and/or ignored the reported issues. In fact, Ms. Cerrillo
18 denounced any possibility that there might be racism at Coast to Plaintiff Anderson.

19 377. Captain Young acknowledged to Plaintiff Anderson that race discrimination
20 was a problem in the AACA, and said he would try to help, but advised Plaintiff Anderson
21 to keep her head down and do her best.

22 378. Defendants removed Plaintiff Anderson from the AACA on March 31, 2023.

23 379. Plaintiff Anderson started the AACA with three white cadets and three other
24 cadets of color. To her knowledge, all three white cadets finished the program while only
25 one cadet of color finished the program.

26 380. Plaintiff Anderson suffered substantial economic losses as a result of
27 Defendants’ unlawful conduct. She spent more than \$94,000 on training at Coast and lost
28 more than two years’ worth of wages. She increased her credit card usage in order to fund

1 her training, and her credit score declined.

2 381. Plaintiff Anderson suffered significant emotional distress as a result of her
3 experience at the AACA, including stress, anxiety, difficulty sleeping, and panic attacks.

4 **ii. Christopher Chodkowski**

5 382. Plaintiff Christopher Chodkowski, who is Black, was living in Battlefield,
6 Missouri and working for a trucking company when he reviewed American's AACA
7 website and applied to the AACA in mid-2022.

8 383. During Plaintiff Chodkowski's June 2022 AACA admission interview,
9 Kerrie Bourne, Pilot Recruiting and Development Analyst for American, made
10 misrepresentations to Plaintiff Chodkowski, including that American designed the AACA
11 to support people from diverse and lower-income backgrounds to become pilots and that
12 the AAFCU loan would be sufficient to cover all of his training, housing, and food.

13 384. American offered Plaintiff Chodkowski admission into the AACA, and
14 relying on American's representations about the AACA, he signed the AACA Acceptance
15 Letter on June 14, 2022.

16 385. After gaining admission to the AACA, Plaintiff Chodkowski received the
17 Welcome Email from Coast in June 2022 and reviewed Coast's website around the same
18 time.

19 386. Relying on American's and Coast's representations about the AACA,
20 Plaintiff Chodkowski signed Coast's funding disclosure in August 2022, finalized a
21 \$120,000 loan with AAFCU in September 2022, and moved to San Marcos, Texas to start
22 the AACA at Coast on October 7, 2022.

23 387. Despite Defendants' assurances that he would complete the AACA within
24 12 months, Plaintiff Chodkowski faced scheduling delays, through no fault of his own,
25 that delayed his progress through the program.

26 388. He received, on average, far fewer days of flight training per week than the
27 five to six days that Defendants promised.

28 389. Plaintiff Chodkowski trained infrequently and was often scheduled at times

1 that were likely to be canceled due to weather. He had to wait months for Coast to find a
2 DPE to examine him—a constant issue throughout cadets’ training at the AACCA at Coast.

3 390. In spite of the substantial delays, Plaintiff Chodkowski completed all of his
4 training at Coast in December 2023, with only his CFI and CFII checkrides to complete.
5 The AACCA informed Plaintiff Chodkowski that he was eligible for admission to an
6 employment program with Envoy, a regionally owned partner of American. However,
7 due to Coast’s delay in scheduling checkrides, Ms. Didonna and San Marcos Site Director
8 Tamra Reid subsequently informed Plaintiff Chodkowski that his endorsements
9 (approvals given by instructors to qualify a cadet for a checkride) had expired and thus
10 he actually was not eligible for the conditional offer opportunity.

11 391. Coast directly caused these endorsements to expire by engaging in continual
12 and unwarranted delays in scheduling Plaintiff Chodkowski for flight training and
13 checkrides. Plaintiff Chodkowski did not have sufficient funds to redo the training needed
14 to renew his expired endorsements.

15 392. Defendants removed Plaintiff Chodkowski from the AACCA in February
16 2024.

17 393. Additionally, Defendants subjected Plaintiff Chodkowski to unfair treatment
18 because of his race.

19 394. For example, he observed that at the AACCA, white cadets were being
20 scheduled for flight training more frequently and at more opportune times than non-white
21 cadets and thus progressed through the program faster than non-white cadets.

22 395. Plaintiff Chodkowski’s white cohort-mate, H.S., advanced through the
23 AACCA more quickly, despite starting at the same time as Plaintiff Chodkowski and
24 having less flying experience. H.S. was given favorable scheduling and treatment by
25 Coast instructors and administrators (the majority of whom were white and had a close
26 relationship with H.S.’s then-white instructor), whereas Plaintiff Chodkowski, whose
27 instructor was Black, did not receive similar treatment. In fact, white students H.S., Z.P.,
28 and S.W. were sometimes scheduled for flight training so often that some of them

1 complained to Coast. Meanwhile, Plaintiff Chodkowski observed that he and other non-
2 white cadets were scheduled infrequently and at the most inopportune times for training,
3 such as when the weather tended to be cloudiest or stormiest, which prevented him from
4 progressing in his training.

5 396. Plaintiff Chodkowski reported concerns about his training and treatment at
6 the AACA—including about preferential treatment of white cadets by instructors and
7 administrators, unfair scheduling, and not receiving a mentor—to Coast and American
8 administration several times during his training. He made complaints to Coast President
9 Heath Jameson, Flight Lead Anna Bruick, Rey Morillo, and to Ms. Didonna, and in a
10 campuswide townhall meeting in which President Jameson was present, but Defendants
11 never remedied and/or ignored the reported issues.

12 397. Plaintiff Chodkowski started the AACA with three white cadets and four
13 other cadets of color. At least one white cadet finished, while none of the non-white cadets
14 completed the program.

15 398. Plaintiff Chodkowski suffered substantial economic loss as a result of
16 Defendants’ and AAFCU’s unlawful conduct. He spent approximately \$117,000 on
17 training at Coast and moving to San Marcos to attend the AACA. He lost 14 months of
18 wages.

19 399. Plaintiff Chodkowski also suffered significant emotional distress as a result
20 of his experience at the AACA, including severe stress, anxiety, and problems sleeping.

21 400. He has continued flight training at another flight school but cannot afford to
22 train regularly.

23 **iii. De’Andre Clark**

24 401. Plaintiff De’Andre Clark, who is Black, applied to the AACA and reviewed
25 American’s AACA website in early 2022. At the time, he was living in Hayward,
26 California and working as a flight attendant for American.

27 402. During Plaintiff Clark’s March 2022 admission interview, Ms. Webb made
28 misrepresentations to Plaintiff Clark, including that American designed the AACA to

1 encourage and support people from diverse and lower-income backgrounds to become
2 pilots, that its unique financing and mentorship program has enabled people like him to
3 complete the AACA. Ms. Webb stated that, in the AACA, he would be training five to
4 six times per week and flying four to five days a week.

5 403. American offered Plaintiff Clark admission into the AACA, and relying on
6 American's representations, he signed the AACA Acceptance Letter on March 25, 2022.

7 404. Plaintiff Clark received the "Welcome Email from Coast" in or around April
8 2022 and reviewed Coast's website around the same time.

9 405. In April 2022, Plaintiff Clark also spoke several times with Veronica
10 Faucher, Director of Sales and Marketing at Coast. In those conversations, Ms. Faucher
11 emphasized Coast's 12-month completion timeline and that the full loan of \$120,000
12 should cover 100% of his training and most of his living expenses during his training.

13 406. Relying on American's and Coast's representations about the cost of the
14 program and the completion timeline, Plaintiff Clark finalized a \$120,000 loan with
15 AAFCU on June 15, 2022, signed Coast's funding disclosure on June 29, 2022, and
16 moved to Dallas, Texas to start the AACA at Coast on October 7, 2022.

17 407. Plaintiff Clark's training took significantly longer and was significantly
18 more costly than advertised, due to factors outside his control, including inconsistency
19 and turnover in instructors, scheduling delays, and race-based bias from instructors and
20 Coast management.

21 408. Plaintiff Clark had three different primary instructors in his first three months
22 of the AACA, and seven primary instructors in total during his 10 months in the AACA.
23 Such lack of continuity in instructors made it nearly impossible to progress in the program
24 and resulted in redundant coursework that made the timeline and cost of the program
25 longer and more expensive than advertised. Even one of his instructors, when she decided
26 to leave Coast, acknowledged that his training had been inconsistent on Coast's part.

27 409. Plaintiff Clark faced extensive scheduling delays, through no fault of his
28 own, that exacerbated his delayed timeline. He often went days and sometimes weeks

1 without receiving flight training.

2 410. For example, in October 2022, he went 18 days without flying; in November
3 2022, he went 25 days without flying; in December 2022, he only flew three times. He
4 consistently had more than 20 days of not flying in most months.

5 411. He received, on average, far fewer days of flight training per week than the
6 five to six days that Defendants promised.

7 412. Additionally, despite Defendants' promise that he would promptly receive a
8 mentor, Defendants never assigned a mentor to Plaintiff Clark, even after he requested
9 one on several occasions.

10 413. Defendants also subjected Plaintiff Clark to unfair treatment because of his
11 race. In contrast to how white AACA students were treated, Plaintiff Clark's instructors,
12 especially his primary instructor, Blake Wyse, were disproportionately critical in
13 evaluating Plaintiff Clark.

14 414. Mr. Wyse unfairly held Plaintiff Clark back from progressing in his training,
15 including giving him a bad score for a small mistake on an otherwise successful flight,
16 blaming Plaintiff Clark for not knowing a skill that Mr. Wyse never taught him, and
17 refusing to sign off on Plaintiff Clark flying solo. This prevented Plaintiff Clark from
18 progressing in his flight training. Mr. Wyse graded white students with similar skills less
19 harshly and allowed them to progress.

20 415. Mr. Wyse failed to show up for several of Plaintiff Clark's training events
21 with no notice, causing additional delay to Plaintiff Clark's training.

22 416. Mr. Wyse also reposted a racial slur on social media, which increased
23 Plaintiff Clark's feelings of discomfort and unease around Mr. Wyse and added an
24 additional challenge to his training.

25 417. Although very few of the AACA students flew as often as Defendants had
26 promised, white students were given preferential treatment that allowed them to fly more
27 than non-white students. Plaintiff Clark observed that white students flew much more
28 frequently and progressed more quickly through the program than he did.

1 418. Plaintiff Clark also noticed that white students received more support from
2 Defendants; as just one example, more white cadets were assigned mentors than non-
3 white cadets.

4 419. To Plaintiff Clark’s knowledge, white cadets did not face the same amount
5 of instructor turnover and inconsistency that he did.

6 420. Plaintiff Clark reported concerns about his training and treatment at the
7 AACA—including about being paired with biased instructors, unfair scheduling and
8 grading, and not receiving a mentor—to Coast and American administration several times
9 during his training. He complained to Coast President Jameson, Director of Operations
10 Nick Carey, flight lead Kyle Challis, instructor Fray Lewis, Chief Pilot Chloe Cheung,
11 Mr. Shope, and Ms. Didonna, but Defendants never remedied and/or ignored the reported
12 issues.

13 421. Defendants placed Plaintiff Clark in the remedial program in April 2023
14 during a meeting in which he complained about Mr. Wyse to Coast administration—
15 purportedly for lack of progress and for accumulating high hours, even though Coast
16 admitted that delays that were outside of Plaintiff Clark’s control were responsible for his
17 slow start.

18 422. In contrast, several white students, such as A.Y., were at roughly the same
19 stage as Plaintiff Clark, were not proficient at key skills, and/or had exceeded the allotted
20 hours, but Defendants did not place them in the remedial program.

21 423. A white cadet, C.W., damaged a plane during training, yet did not face the
22 same repercussions that Plaintiff Clark did for less drastic training errors.

23 424. Plaintiff Clark resigned from the AACA in August 2023 once he realized
24 that he was not being given a fair chance to succeed in the program, Defendants were not
25 delivering what they had promised, and they were treating him significantly worse than
26 his white counterparts.

27 425. Plaintiff Clark started the AACA with five white cadets and four other cadets
28 of color. To his knowledge, all five white cadets completed the program, while only two

1 non-white cadets completed the program.

2 426. Plaintiff Clark suffered substantial economic losses as a result of
3 Defendants' and AAFCU's unlawful conduct. He spent more than \$65,000 on training at
4 Coast and moving to Dallas to attend the AACA, but he did not receive any ratings. He
5 lost 10 months of wages. Plaintiff Clark's credit score decreased due to the large amount
6 of loans he took out to attend the AACA and his resulting high debt to credit ratio.

7 427. Plaintiff Clark also suffered significant emotional distress as a result of his
8 experience at the AACA, including severe stress, anxiety, and problems sleeping.

9 428. He continued flight training at another school but had to stop in 2023 because
10 he could no longer afford to train regularly.

11 **iv. Andrew Fogel**

12 429. Plaintiff Andrew Fogel, who is Black, applied to the AACA in early 2021
13 and reviewed American's AACA website around the same time. At the time, he was living
14 in Israel and working as a professional basketball player.

15 430. During a phone call in or around May 2021, Plaintiff Fogel spoke with a
16 female Coast representative, who represented to him that the program cost was all-
17 inclusive and the loan would be more than enough to complete all ratings, that the
18 program boasted modern aircraft and facilities, and that the AACA would include
19 mentorship from an American pilot and a guaranteed interview with American's regional
20 airlines.

21 431. During Plaintiff Fogel's June 15, 2021 AACA admission interview, Ms.
22 Didonna represented that the AACA was fast-paced and designed for people with no flight
23 experience, that it would lead to an interview with one of American's regional airlines,
24 that Coast had enough aircraft for him to complete his training quickly, and that American
25 would support him along the way.

26 432. American offered Plaintiff Fogel admission into the AACA, and relying on
27 American's and Coast's representations, he signed the AACA Acceptance Letter on June
28 22, 2021.

1 433. Plaintiff Fogel received the Welcome Email from Coast in or around June
2 2021 and reviewed Coast’s website around the same time.

3 434. Plaintiff Fogel also had a telephone conversation with Ms. Faucher in August
4 2021, in which she assured him that the price on the Price Sheet included all training and
5 was enough to cover any issues in his training, and that most people finish the AACA in
6 12 months even with no previous flight experience.

7 435. Relying on American’s and Coast’s representations, Plaintiff Fogel finalized
8 a \$110,000 loan with Discover in December 2021, signed Coast’s funding disclosure on
9 December 14, 2021, and moved to San Diego, California.

10 436. Plaintiff Fogel started the AACA at Coast on January 7, 2022.

11 437. Plaintiff Fogel’s training took significantly longer and was significantly
12 more costly than advertised, due to factors outside his control, including scheduling
13 delays, aircraft availability, instructor changes, and race-based bias from instructors and
14 Coast management.

15 438. He received, on average, far fewer days of flight training per week than the
16 five to six days that Defendants promised.

17 439. Defendants subjected Plaintiff Fogel to frequent scheduling delays, through
18 no fault of his own, that exacerbated his delayed timeline. For example, he was often
19 scheduled for morning flights during his PPL training, which are the most likely to be
20 canceled due to poor weather in San Diego.

21 440. Defendants also delayed Plaintiff Fogel’s training when Coast had aircraft
22 shortages and equipment failures and scheduled an unqualified DPE to do Plaintiff
23 Fogel’s checkride.

24 441. Plaintiff Fogel’s training was also delayed when his instructor suddenly left
25 Coast, and he had to wait several weeks to start with another instructor.

26 442. Defendants never assigned Plaintiff Fogel a mentor during his 21 months in
27 the AACA, despite his repeated requests for one.

28 443. Defendants also subjected Plaintiff Fogel to unfair treatment because of his

1 race.

2 444. For example, one of his instructors, Andrew Law, shouted at Plaintiff Fogel
3 and kicked him out of a ground tutorial in front of other cadets.

4 445. Mr. Law also made public comments that Plaintiff Fogel must have grown
5 up “in the hood” and was “struggling” because of his race, among other disrespectful
6 comments.

7 446. Instructor Ryan Thomas used racially coded language when he said to
8 Plaintiff Fogel, who is African American, “you people like to give up, don’t you?”
9 Plaintiff Fogel understood Mr. Thomas to be referring to African Americans as “you
10 people.”

11 447. Additionally, Plaintiff Fogel’s instructors held him to a higher, harsher
12 standard than white cadets. Instructors such as Mr. Law and Jake Rice gave Plaintiff Fogel
13 “incomplete” and “unsatisfactory” grades after successful training events and failed to
14 remedy computer errors that incorrectly left him with unsatisfactory grades. They spoke
15 disrespectfully about him to other staff behind his back, and instructor, Olivia Gourney,
16 even smoked inside the aircraft with Plaintiff Fogel present. At least one white cadet,
17 N.C., noted that Plaintiff Fogel was treated differently and markedly worse than white
18 cadets.

19 448. Plaintiff Fogel reported concerns about his training and treatment at Coast—
20 including about biased and unprofessional instructors, unfair scheduling and grading, lack
21 of functional aircraft, and not receiving a mentor—to Ms. Didonna and Captain Young,
22 but Defendants never remedied and/or ignored the reported issues.

23 449. Captain Young acknowledged that racism was a problem in the AACA, and
24 said he would try to help, but advised Plaintiff Fogel to keep his head down and do his
25 best.

26 450. Defendants placed Plaintiff Fogel in the remedial program in October 2022.

27 451. In January 2023, Coast presented Plaintiff Fogel with a letter of caution, and
28 though he disagreed with the claims in the letter, he signed it because flight lead, Levi

1 McKenzie, said it would “be worse for [him]” and “raise red flags” if he did not.

2 452. Plaintiff Fogel resigned from the AACA in October 2023 once he realized
3 that he was not being given a fair chance to succeed in the program, that Coast and
4 American were not delivering what they had promised, and they were treating him
5 significantly worse than his white counterparts.

6 453. Plaintiff Fogel suffered substantial economic losses as a result of
7 Defendants’ unlawful conduct. He spent more than \$145,000 on training at Coast and
8 moving to San Diego to attend the AACA. He lost more than 21 months of wages. He
9 incurred significant credit card debt, and his credit score has declined.

10 454. Plaintiff Fogel also suffered significant emotional distress as a result of his
11 experience at the AACA, including severe stress, migraines, anxiety, and insomnia, for
12 which he attended therapy. This stress exacerbated existing medical issues and caused
13 severe strain on his family.

14 455. He has not been able to continue his flight training since leaving the AACA.

15 **v. Ludgy Germain**

16 456. Plaintiff Ludgy Germain, who is Black, applied to the AACA in mid-2022
17 and reviewed American’s AACA website around this time. At the time, he was living in
18 Port St. Lucie, Florida and working as a flight attendant for Spirit Airlines.

19 457. In Plaintiff Germain’s July 2022 AACA admission interview, Ms. Webb
20 represented that the AACA is designed to be fast-paced and that he would receive a pilot
21 mentor.

22 458. American offered Plaintiff Germain admission into the AACA, and relying
23 on American’s representations, he signed the AACA Acceptance Letter on August 8,
24 2022.

25 459. Plaintiff Germain received the Welcome Email from Coast in or around
26 August 2022, and reviewed Coast’s website around the same time.

27 460. Plaintiff Germain also had a telephone conversation with Ms. Faucher in or
28 around August 2022, in which she assured him he would receive a mentor from American

1 and said Coast had state-of-the-art aircraft and equipment.

2 461. Relying on American’s and Coast’s representations in written materials and
3 on their websites about the AACA, Plaintiff Germain secured a \$120,000 loan with
4 AAFCU on August 24, 2022, signed Coast’s funding disclosure on August 30, 2022, and
5 moved to San Marcos, Texas to start the AACA at Coast on October 7, 2022.

6 462. Plaintiff Germain’s training took significantly longer and was significantly
7 more costly than advertised, due to factors outside his control, including scheduling
8 delays and race-based bias from Coast management.

9 463. He received, on average, far fewer days of flight training per week than the
10 five to six days that Defendants promised.

11 464. Plaintiff Germain faced inconsistency in instruction and scheduling delays,
12 and contrary to Defendants’ representations, there was a marked lack of planes available
13 to train on, which substantially delayed his training.

14 465. Additionally, Defendants did not assign Plaintiff Germain a mentor until one
15 year into his training.

16 466. Defendants also subjected Plaintiff Germain to unfair treatment because of
17 his race. For example, white cadets, such as H.S., were scheduled for flight training by
18 Defendants much more often and progressed through the AACA faster than he did.
19 Plaintiff Germain would go days without being scheduled for training events while some
20 white students were sometimes placed on the schedule twice in the same day.

21 467. In addition, Plaintiff Germain faced unprofessional and condescending
22 behavior from his instructors. His instructors would arrive late to his training events,
23 forcing them to rush through the event.

24 468. Plaintiff Germain reported concerns about his training and treatment at the
25 AACA—including about unfair scheduling and treatment from instructors and not
26 receiving a mentor—to Coast and American administration several times during his
27 training, including to Ms. Reid, President Jameson and an AAFCU representative, but
28 Defendants never remedied and/or ignored the reported issues. President Jameson

1 canceled the meetings that Plaintiff Germain scheduled with him, but, to Plaintiff
2 Germain’s knowledge, did not do so when white students scheduled meetings.

3 469. Plaintiff Germain performed well in the program but ran out of funds from
4 his loan and could not afford to continue training.

5 470. Defendants removed Plaintiff Germain from the AACA on January 17, 2024.

6 471. Plaintiff Germain started the AACA with four white cadets and three other
7 cadets of color. To his knowledge and understanding, one white cadet finished, while no
8 cadets of color completed the program.

9 472. Plaintiff Germain suffered substantial economic losses as a result of
10 Defendants’ and AAFCU’s unlawful conduct. He spent more than \$115,000 on training
11 at Coast and moving to San Marcos but did not complete the program. He lost 15 months
12 of wages, he was kicked out of his apartment, and his car was repossessed. He has not
13 been able to make his loan payments on time, which has caused his credit score to drop
14 substantially.

15 473. Plaintiff Germain also suffered emotional distress as a result of his
16 experience at the AACA, including severe stress, anxiety, sleeplessness, difficulty
17 concentrating, and difficulty breathing, for which he went to the doctor while at the
18 AACA.

19 474. Plaintiff Germain continued flight training at another flight school and is
20 working towards his CFI and CFII, but at substantial additional cost.

21 **vi. Disney-Sean Grannell**

22 475. Plaintiff Disney-Sean Grannell, who is Black, applied to the AACA in early
23 2022 and reviewed American’s AACA website around the same time. At the time, he was
24 living in Philadelphia, Pennsylvania and attending university on a partial scholarship.

25 476. During Plaintiff Grannell’s February 2022 AACA admission interview, Ms.
26 Didonna made misrepresentations to him including that he would receive support from
27 American, including via a pilot mentor, throughout his training.

28 477. American offered Plaintiff Grannell admission into the AACA, and relying

1 on American’s representations, he signed the AACA Acceptance Letter on February 8,
2 2022.

3 478. Plaintiff Grannell received the Welcome Email from Coast in April 2022 and
4 reviewed Coast’s website around the same time.

5 479. Relying on American’s and Coast’s representations about the AACA,
6 Plaintiff Grannell finalized a \$110,000 loan with Discover in April 2022, signed Coast’s
7 funding disclosure on April 18, 2022, and moved to Dallas, Texas to start the AACA at
8 Coast on August 5, 2022.

9 480. Plaintiff Grannell’s training took significantly longer and was significantly
10 more costly than advertised, due to factors outside of his control, including scheduling
11 delays and unfair, racially biased evaluations from instructors and Coast management.

12 481. In contrast to Defendants’ representations that the AACA would take 12
13 months to complete and that he would train five to six days a week, Plaintiff Grannell
14 went for long stretches without being scheduled for flights.

15 482. He received, on average, far fewer days of flight training per week than the
16 five to six days that Defendants promised.

17 483. In or around May 2023, Defendants did not give Plaintiff Grannell the
18 required 24-hours’ notice before his scheduled stage check, which also caused him delay
19 in training.

20 484. Defendants did not assign Plaintiff Grannell an American pilot mentor until
21 more than 10 months after he started the AACA. Once he received a mentor, he had to
22 share the mentor with six other cadets.

23 485. Defendants also subjected Plaintiff Grannell to unfair treatment because of
24 his race.

25 486. For example, in the spring of 2023, Plaintiff Grannell waited months for his
26 PPL checkride, and Coast would not allow him to advance in his training during that
27 waiting period. In Plaintiff Grannell’s observations and experience, white cadets had
28 shorter waiting periods or were allowed to advance their training during waiting periods.

1 487. Additionally, Plaintiff Grannell’s instructors held him to a higher, harsher
2 standard than white cadets. Instructor Luke Bazaldua graded Plaintiff Grannell harshly
3 and did not give him second chances to complete performance tasks on the spot without
4 receiving a failing grade. White cadets like J.C. and K.L. were not subjected to this
5 treatment.

6 488. White cadets who made mistakes in training were, at most, given a warning
7 by Coast administrators. Plaintiff Grannell is aware of a white cadet who falsified their
8 hours but was not removed from the program.

9 489. Plaintiff Grannell raised concerns about his training and treatment at the
10 AACA—including about unfair scheduling and grading and not receiving a mentor—to
11 Coast and American administration several times. He complained to Ms. Ast and Ms.
12 Didonna, but Defendants never remedied and/or ignored the reported issues.

13 490. Defendants placed Plaintiff Grannell in the remedial program in May 2023
14 purportedly for lack of progress and for accumulating high hours, even though white
15 students were proceeding in the AACA at the same rate but were not put in the remedial
16 program.

17 491. Several white students in Plaintiff Grannell’s cohort, including J.C. and K.L.,
18 exceeded the number of hours Coast that permitted cadets to spend training for each pilot
19 rating, but they were not placed in the remedial program, nor were they repeatedly
20 threatened with removal as Plaintiff Grannell was.

21 492. Defendants removed Plaintiff Grannell from the AACA in June 2023.

22 493. Plaintiff Grannell suffered substantial economic losses as a result of
23 Defendants’ unlawful conduct. He spent more than \$61,000 on training at Coast and
24 moving to Dallas, but he did not complete the program. He gave up a valuable academic
25 scholarship to attend the AACA.

26 494. Plaintiff Grannell also suffered emotional distress as a result of his
27 experience at the AACA, including stress and anxiety.

28 495. Plaintiff Grannell is succeeding in his training at another flight school,

1 having completed his IFR, CSEL, CFI, CFII, and CMEL, and now working as a CFI
2 Instrument instructor, but at substantial additional cost.

3 **vii. Jamaal Johnson**

4 496. Plaintiff Jamaal Johnson, who is Black, was living in Chicago, Illinois and
5 working as a flight attendant for American when he applied to the AACA in mid-2020.
6 He reviewed American's AACA website around the same time.

7 497. During Plaintiff Johnson's June 2020 AACA admission interview, Brad
8 Morrison, Pilot Career Recruiting Manager for American, made misrepresentations to
9 Plaintiff Johnson, including that American would be very involved in his training, that he
10 would receive a pilot mentor, and that the AACA had a very low dropout rate compared
11 to other flight schools.

12 498. American offered Plaintiff Johnson admission into the AACA, and relying
13 on American's representations, he signed the AACA Acceptance Letter on July 7, 2020.

14 499. In or around July 2020, Plaintiff Johnson received the Welcome Email from
15 Coast, and he reviewed Coast's website around the same time.

16 500. Plaintiff Johnson received an email on July 9, 2020 from Ms. Faucher
17 attaching a letter from then-Coast President Bryan Simmons, stating:

18 This program is designed to be a one of kind, world class learning
19 experience, one that Coast, and American Airlines will be proud of,
20 and a program that will ensure you a timely, cost-effective completion
assurance.

21 501. On June 2, 2021, Plaintiff Johnson received an email from Ms. Faucher
22 stating, "Coast Academy allows you to obtain all of the ratings you need to become an
23 airline pilot and is designed to finish in 12 months. In that time, you will complete your
24 PPL, IFR, CSEL, MEL, CFI & CFII. You will be flying 5-6 days a week."

25 502. Around the same time, Plaintiff Johnson also spoke with Ms. Faucher, who
26 confirmed the 10 to 12 month timeline to complete the AACA and that the \$120,000 loan
27 would cover all of his training. She recommended the AAFCU loan because he would not
28 have to pay back the loan for two years. She also verified that cadets would have mentors

1 throughout the program and that American was hands-on and involved in the cadets'
2 training.

3 503. In or around the spring of 2022, Plaintiff Johnson had several phone calls
4 with Ms. Didonna, who reiterated that cadets were guaranteed mentors and confirmed that
5 the loan would cover all costs of training. She emphasized that Coast had more than
6 enough G1000 high standard and well-maintained aircraft for cadets to succeed in the
7 program, and said that if Plaintiff Johnson could get into the program, he could finish it.

8 504. Relying on American's and Coast's representations about the AACA,
9 Plaintiff Johnson finalized a \$120,000 loan with AAFCU on June 17, 2022, signed
10 Coast's funding disclosure on June 17, 2022, and moved to Dallas, Texas to start the
11 AACA at Coast on October 7, 2022.

12 505. Plaintiff Johnson's training took significantly longer and was significantly
13 more costly than advertised due to factors outside of his control, including inconsistency
14 and turnover in instructors, scheduling delays, and race-based bias from instructors and
15 Coast management.

16 506. He received, on average, far fewer days of flight training per week than the
17 five to six days that Defendants promised.

18 507. Defendants did not assign Plaintiff Johnson an American pilot mentor until
19 seven months after he started the AACA.

20 508. Defendants also subjected Plaintiff Johnson to unfair treatment because of
21 his race. For example, Defendants scheduled white cadets such as J.H. and A.N. to fly
22 twice a day while Plaintiff Johnson was only scheduled once a day and sometimes not at
23 all.

24 509. In contrast to his white peers, Plaintiff Johnson faced high turnover and
25 inconsistency in his instructors. He had six different instructors, and each change forced
26 him to restart his training.

27 510. One instructor, Forrest Benson, forced Plaintiff Johnson to fly in unsafe
28 weather conditions that were well beyond his training level, and unfairly graded Plaintiff

1 Johnson.

2 511. Plaintiff Johnson experienced particular hostility from instructor Jeffrey
3 Gill, who told him to “shut the fuck up” when Plaintiff Johnson asked a question in a
4 group setting and announced to the group that he “ha[s] a tiny brain.” Making a race-
5 based assumption that Plaintiff Johnson is from an urban area, Mr. Gill also said that
6 Plaintiff Johnson “should be able to take that type of treatment since [he is] from
7 Chicago,” even though Plaintiff Johnson is from California.

8 512. Plaintiff Johnson raised concerns about his training and treatment at the
9 AACA—including about unfair scheduling and grading and biased instructors—to Coast
10 and American administration several times over the course of his training. He complained
11 to Mr. Carey, Ms. Cheung, Ms. Ast, and Mr. Shope in in-person meetings during May
12 and June 2023, but Defendants never remedied and/or ignored the reported issues.

13 513. Defendants placed Plaintiff Johnson in the remedial program in May 2023
14 purportedly for unsatisfactory and incomplete events and high hours, even though Coast
15 was responsible for these issues. In contrast, white cadets with performance issues were
16 not placed in the remedial program. For example, one white peer, J.H., was not placed in
17 the remedial program despite crashing a plane.

18 514. Two Coast instructors, B.J. and F.L., recommended that Plaintiff Johnson
19 resign because, as a Black cadet, he would have to work twice as hard as his white peers.

20 515. Plaintiff Johnson resigned from the AACA on July 13, 2023, once he
21 realized he was not being given a fair chance to succeed in the program and Defendants
22 were prolonging his training to keep his tuition money flowing.. He also realized that
23 Coast and American were not delivering what they had promised, and they were treating
24 him significantly worse than his white counterparts.

25 516. Plaintiff Johnson started the AACA with five white cadets and four other
26 cadets of color. In his knowledge and understanding, none of the five white cadets were
27 placed in the remedial program; four of the five cadets of color were placed in the remedial
28 program. Only two cadets of color finished the AACA.

1 517. Plaintiff Johnson suffered substantial economic losses as a result of
2 Defendants' and AAFCU's unlawful conduct. He spent more than \$70,000 on training at
3 Coast and moving to Dallas, but he did not receive any ratings. He lost 11 months of
4 wages. Plaintiff Johnson's credit score decreased due to the large amount of loans he took
5 out to attend the AACA and his resulting high debt to credit ratio. Plaintiff Johnson also
6 suffered significant emotional distress as a result of his experience at the AACA,
7 including stress, anxiety, and depression, as well as weight loss.

8 518. Plaintiff Johnson has successfully continued flight training at another flight
9 school and has now obtained his PPL, IFR, CFI, and CSEL ratings, but at substantial
10 additional cost.

11 **viii. Krystall Jones**

12 519. Plaintiff Krystall Jones, who is Black, applied to the AACA in early 2022
13 and reviewed American's AACA website. At the time, she was living in Columbia, South
14 Carolina and working as a flight attendant for an American Airlines subsidiary.

15 520. During Plaintiff Jones's November 2021 AACA admission interview, Ms.
16 Didonna made misrepresentations to Plaintiff Jones, including that American designed
17 the AACA to be fast-paced.

18 521. American offered Plaintiff Jones admission into the AACA, and relying on
19 American's representations, she signed the AACA Acceptance Letter on November 23,
20 2021.

21 522. In subsequent phone calls and emails, Ms. Didonna represented to Plaintiff
22 Jones that the loan would cover the full cost of the program, including housing, that
23 American would provide her with a pilot mentor, and that she had a very high likelihood
24 of completing the AACA and then being interviewed for a job. Ms. Didonna assured
25 Plaintiff Jones that she would complete the program within the timeline. Ms. Didonna
26 said that although she could not officially guarantee Plaintiff Jones a job after completing
27 the program, she could say that everyone who has wanted to work for American received
28 a job offer.

1 523. Plaintiff Jones received the Welcome Email from Coast in November 2021
2 and reviewed Coast’s website around the same time.

3 524. Plaintiff Jones also had conversations with Ms. Faucher in December 2021
4 and April 2022, in which Ms. Faucher assured her that the loan would cover the full cost
5 of training as well as housing and that the 12-month training timeline included time built
6 in for any training delays.

7 525. On May 16, 2022, Plaintiff Jones also received an email from Jamie
8 Fatheree, Financial Wellness Counselor for the AAFCU, who wrote that AAFCU was
9 “happy to be partnering with AA to offer financing” for the AACA and “you can finance
10 100% of the cost of the flight school” through the AAFCU loan.

11 526. Relying on representations from American, Coast, and the AAFCU, Plaintiff
12 Jones finalized a \$120,000 loan with AAFCU on June 1, 2022, signed Coast’s funding
13 disclosure on June 10, 2022, and moved to San Marcos, Texas to start the AACA at Coast
14 on October 10, 2022.

15 527. Plaintiff Jones’s training took significantly longer and was significantly
16 more costly than advertised, due to factors outside her control, including scheduling
17 delays and race-based bias from instructors and Coast management.

18 528. Plaintiff Jones received, on average, far fewer days of flight training per
19 week than the five to six days that Defendants promised.

20 529. Plaintiff Jones’s attempts to schedule flights were often thwarted by the
21 unavailability of planes and instructors.

22 530. Plaintiff Jones cycled through several different instructors who all had vastly
23 different teaching styles. As a result, she repeatedly had to stop then re-start her learning
24 and adjust to new instructors, which significantly slowed her progress.

25 531. Defendants never assigned Plaintiff Jones a pilot mentor during her nine
26 months in the AACA.

27 532. Defendants also subjected Plaintiff Jones to unfair treatment because of her
28 race. For example, Defendants prevented Plaintiff Jones from securing consistent flying

1 time, while white students flew often. Plaintiff Jones witnessed white student, H.S., fly
2 one or two times a day while she was only flying one to two times a week.

3 533. Plaintiff Jones observed that white students seemed to be able to call Ms.
4 Reid to ask for more events or preferential flight times, while Ms. Reid would refuse the
5 same requests from students of color. H.S. noticed this disparity and expressed: “this is
6 not right.”

7 534. Plaintiff Jones’s scheduled flight training events were often canceled by
8 Coast, though white students were permitted to train during the same times.

9 535. By March 2023, Plaintiff Jones noticed that her flights were being canceled
10 one or two hours before she was scheduled to fly and Ms. Reid would often list “not
11 enough planes, instructor: plane ratio” as the reason for the cancellation. But when there
12 *was* sufficient equipment, white students were given preferential treatment over Plaintiff
13 Jones and were permitted to fly.

14 536. On one occasion in March 2023, Ms. Reid told Plaintiff Jones that a flight
15 was canceled for plane maintenance. Ms. Reid then called H.S. minutes later and asked if
16 he was available to fly and subsequently permitted H.S. to fly instead of Plaintiff Jones.
17 H.S. reported to Plaintiff Jones that nothing was wrong with the plane he flew.

18 537. In late March 2023, Plaintiff Jones raised concerns about unfair and biased
19 scheduling in an email to Ms. Didonna and September Doria, Operations Manager for
20 Coast, including one instance where Coast canceled all her upcoming flights seemingly
21 in retaliation for requesting a different time. As a result, Plaintiff Jones was deprived of
22 the opportunity to practice for an upcoming solo flight.

23 538. Plaintiff Jones noticed that white cadets were given preferential treatment in
24 the AACA at Coast. For example, Ms. Reid was friendly to white students and let them
25 study in the office and wear casual, non-uniform clothing (such as flip-flops), while
26 ignoring cadets of color, preventing them from studying in the office and criticizing them
27 for wearing casual attire.

28 539. Plaintiff Jones observed that her white instructors, including Connor Kahn,

1 Alexa Aspan, and Anna Bruick, seemed uncomfortable when interacting with non-white
2 cadets but were relaxed and friendly with white cadets. They were also far more lenient
3 when white students made mistakes, while harshly criticizing non-white students.

4 540. For example, when Plaintiff Jones was doing her pre-solo flight in March
5 2023, the control tower made her extend her left down-wind for so long until she was out
6 of the traffic pattern and when she could no longer see the airport, she called the tower
7 back and they jokingly stated, “Oh, we forgot about you.” Ms. Aspan reprimanded
8 Plaintiff Jones for this and kept her off the schedule for four days even though Plaintiff
9 Jones was only following the orders from the control tower.

10 541. A few days later, white student, B.D., crashed a plane, and another white
11 student, S. L., interfered with another flight and almost caused a crash, but neither were
12 reprimanded nor taken off the schedule. When these white cadets made these mistakes,
13 Coast administrators comforted them and told them that it was not a problem. Plaintiff
14 Jones never received such comfort or consolation when she made mistakes.

15 542. Plaintiff Jones was held to a higher and harsher standard than white cadets.
16 White students like H.S. were told to “go home and study” if they failed a portion of a
17 test, but Plaintiff Jones was negatively marked and reprimanded for answering incorrectly
18 on a more advanced question. In Plaintiff Jones’s understanding, H.S. failed an end of
19 course exam several times and continued getting chances to retake the exam, while
20 Plaintiff Jones was not afforded the same leniency.

21 543. Defendants also made racist remarks to Plaintiff Jones, particularly when she
22 spoke up about her unfair treatment in the AACA. Ms. Reid and Ms. Aspan called
23 Plaintiff Jones “aggressive” and “hostile”—stereotypical criticisms of Black women.
24 These remarks also came shortly after Plaintiff Jones complained to President Jameson
25 about not being put on the schedule by Coast administrators. Ms. Ast called Plaintiff Jones
26 not a “personality fit” for the AACA when she was removing her from the AACA—
27 another remark that is racially coded.

28 544. Plaintiff Jones reported concerns about her training and treatment at the

1 AACA—including about unfair scheduling and cancellations, and biased and/or
2 retaliatory treatment—to Coast and American administration several times during her
3 training, including via a required monthly progress report provided by American, and to
4 Mr. Jameson and Ms. Didonna, but Defendants never remedied and/or ignored the
5 reported issues. Plaintiff Jones also reported concerns about race-biased treatment at the
6 AACA to American Airlines pilots and former cadets, Gustavia Cartwright and Damion
7 Washington.

8 545. Defendants placed Plaintiff Jones in the remedial program in March 2023,
9 shortly after she raised complaints, purportedly for excessive hours and “unsafe training
10 tendencies” even though Coast caused these problems through biased scheduling and
11 staff.

12 546. On at least one occasion, Coast conveyed its evaluation of Plaintiff Jones’s
13 “ineptitude” to be a pilot to American Airlines Captain Paul Pierre.

14 547. Defendants removed Plaintiff Jones from the AACA on June 13, 2023.

15 548. Plaintiff Jones started the AACA with four white cadets, and three cadets of
16 color. In her understanding, at least some of the cadets of color were put in the remedial
17 program and none of cadets of color finished the program.

18 549. Plaintiff Jones suffered substantial economic losses as a result of
19 Defendants’ and AAFCU’s unlawful conduct. She spent more than \$58,000 on training
20 at Coast and moving to San Marcos to attend the AACA but received no ratings. She lost
21 over 10 months of wages, accrued credit card debt and late rent fees, and was unable to
22 make her loan payments on time. Plaintiff Jones’s credit score declined as a result.

23 550. Plaintiff Jones also suffered significant emotional distress as a result of her
24 experience at the AACA, including anxiety, stress, and depression, and fractured personal
25 relationships.

26 551. Plaintiff Jones is succeeding in her training at another flight school, having
27 now completed her PPL, but at substantial additional cost.

28

1 **ix. Adam Khan**

2 552. Plaintiff Adam Khan, who is of Pakistani descent, applied to the AACA and
3 reviewed American’s AACA website in late 2022. At the time, he was living in New York
4 City, New York and working as a flight attendant for American.

5 553. American offered Plaintiff Khan admission into the AACA, and relying on
6 American’s representations, he signed the AACA Acceptance Letter on December 4,
7 2022.

8 554. Plaintiff Khan received the Welcome Email from Coast in or around
9 December 2022 and reviewed Coast’s website around the same time.

10 555. In or around early 2023, Plaintiff Khan visited Coast’s San Diego campus.
11 The staff there reassured him that his loan would cover the entire cost of training, and that
12 he could definitely complete the program with the support he would receive from both
13 American and Coast.

14 556. Relying on American’s and Coast’s representations about the AACA,
15 Plaintiff Khan finalized a \$120,000 loan with AAFCU in April 2023, signed Coast’s
16 funding disclosure on February 17, 2023, and moved to San Diego, California.

17 557. Plaintiff Khan started the AACA at Coast on July 7, 2023.

18 558. Plaintiff Khan’s training took significantly longer and was far more costly
19 than advertised, due to factors outside his control, including ineffective and inconsistent
20 instruction, scheduling delays, and race-based bias from instructors and Coast
21 management.

22 559. Despite Defendants’ promises about how often he would be training,
23 Plaintiff Khan trained and flew less frequently, which delayed his progress.

24 560. He received, on average, far fewer days of flight training per week than the
25 five to six days that Defendants promised.

26 561. During his two months in the program, Plaintiff Khan flew with many
27 different instructors, each of whom had different standards and teaching styles. For
28 example, one instructor rated Plaintiff Khan’s communications as satisfactory, but

1 another instructor rated the same skills as unsatisfactory. This delayed his progress and
2 resulted in unsatisfactory events.

3 562. Defendants did not assign Plaintiff Khan a mentor until just days before he
4 was removed from the AACA.

5 563. Defendants also subjected Plaintiff Khan to unfair treatment because of his
6 race. Plaintiff Khan’s instructors held him to a higher, harsher standard than white cadets.
7 His first instructor, Shelby Hammer, made no effort to teach him, and would fail him or
8 give him unsatisfactory marks for small mistakes, even though in most cases, he
9 identified the mistakes himself and made appropriate corrections. In Plaintiff Khan’s
10 observations and experience, Ms. Hammer did not interact with white cadets in this
11 manner.

12 564. Coast instructors and staff also perpetuated a culture of hostility to persons
13 of color. Plaintiff Khan observed instructors, staff, and Ms. Cerrillo having friendly
14 conversations and laughing with the white cadets, while they would rarely even
15 acknowledge Plaintiff Khan or his non-white peers.

16 565. Additionally, upon information and belief, white cadets did not face the same
17 extreme amount of instructor turnover and inconsistency that Plaintiff Khan did.

18 566. Defendants placed Plaintiff Khan in the remedial program in July 2023—
19 less than a month after he started training and after he had received only seven
20 unsatisfactory events—and threatened him with removal if he did not improve quickly.

21 567. By contrast, several white students had more unsatisfactory events than
22 Plaintiff Khan did but were not placed in the remedial program or threatened with
23 removal.

24 568. On August 28, 2023, Coast issued Plaintiff Khan a letter of caution and gave
25 him just seven days to fix his deficiencies or be removed. Flight lead Damian DeMoray
26 and instructor Alex Zarate said Coast had already been lenient with him and he should
27 “just quit now instead of wasting [his] money.”

28 569. Although Coast held the remedial program out as supportive to cadets, in

1 reality, it set up Plaintiff Khan to fail. He was passed from instructor to instructor and not
2 scheduled for training events on many days.

3 570. Plaintiff Khan reported concerns about his training and treatment at the
4 AACA—including about unfair scheduling and grading and cadets being threatened with
5 removal and removed—to Coast and American administration during his training,
6 including to Ms. Cerrillo and Jerritt Brannock, a member of American’s pilot recruitment
7 team, but Defendants never remedied and/or ignored the reported issues.

8 571. In fact, despite Mr. Brannock’s reassurance that he would look into Plaintiff
9 Khan’s concerns, Plaintiff Khan was removed from the AACA just three days later.

10 572. Defendants removed Plaintiff Khan from the AACA on September 11, 2023,
11 purportedly for lack of progress and deficient performance; yet there were white students,
12 including G.M. and A. [last name unknown], who had failed just as many training events
13 as Plaintiff Khan or even more, but were still in the program.

14 573. Plaintiff Khan suffered substantial economic losses as a result of
15 Defendants’ and AAFCU’s unlawful conduct. He spent more than \$32,000 on training at
16 Coast and moving to San Diego to attend the AACA but received no ratings. He lost seven
17 months of wages.

18 574. He also suffered significant emotional distress as a result of his experience
19 at the AACA, including depression, anxiety, panic attacks, stress, and fatigue. He attended
20 counseling sessions to cope with the emotional distress.

21 575. Plaintiff Khan continued his training at another flight school but had to stop
22 due to lack of funds.

23 **x. Ashley Kumar**

24 576. Plaintiff Ashley Kumar, who is Indian American, reviewed American’s and
25 Coast’s AACA websites and applied to the AACA in 2020. She was living in Marion,
26 Ohio and working as a clinical trial logistics coordinator prior to training.

27 577. In an email on October 28, 2020, Coast’s Admission Coordinator, Emily Van
28 Meter, informed Plaintiff Kumar that Coast and American offered “an all-inclusive, full-

1 time flight training opportunity. This intensive program will allow you to obtain all of
2 your ratings in a year [and] includes flight training five to six times per week.”

3 578. In an email sent December 9, 2020, Coast Admissions and Marketing
4 Assistant Brie Woody stated that Coast offers an “intensive program [that] will allow
5 students to obtain all their certificates in a year! Cadets will obtain their PPL, IFR, CSEL,
6 SMEL, CFI and CFII.” She further stated that “The American Airlines Cadet Academy
7 program includes flight training five times per week, housing, and food stipends,” was
8 “all-inclusive,” and that the loan “covers all training and living costs.”

9 579. In an email sent February 19, 2021, Ms. Woody informed Plaintiff Kumar,
10 “This program allows you to obtain all of the ratings you need to become an airline pilot
11 and is designed to finish in 10-12 months. In that time, you will complete your PPL, IFR,
12 CSEL, MEL, CFI & CFII. You will be flying 5-6 days a week.” She also wrote that with
13 the Sallie Mae loan, “you can pay for all of your eligible professional training expenses,
14 including the cost of the program, FAA certification fees, written exam fees, books,
15 housing, meals, and equipment.”

16 580. On or around April 23, 2021, Plaintiff Kumar visited Coast San Diego
17 location for a discovery flight. Instructor Paul Zadrozny told Plaintiff Kumar that the
18 AACA was designed to be completed in 10-12 months and most cadets had “no issue with
19 finishing in 10 months.”

20 581. Plaintiff Kumar also spoke with Ms. Van Meter in or around April 2021,
21 who emphasized Coast’s 12-month timeline and represented that a loan of \$97,000 would
22 cover the full cost of training with funds leftover for living expenses.

23 582. Relying on American’s and Coast’s representations, Plaintiff Kumar
24 finalized a \$114,000 loan with Sallie Mae on June 24, 2021, signed Coast’s funding
25 disclosure in July 2021, and moved to San Diego, California.

26 583. She started training at Coast (and then later the AACA) on July 9, 2021.

27 584. During Plaintiff Kumar’s AACA admission interview in July 2021, AACA
28 recruiter Jennifer Blum stated that the program was designed to be fast-paced and

1 completed in one year.

2 585. American offered Plaintiff Kumar admission into the AACA, and relying on
3 American and Coast's representations, she signed the AACA Acceptance Letter on July
4 21, 2021.

5 586. Plaintiff Kumar's training took significantly longer and was significantly
6 more costly than advertised, due to factors outside her control, including scheduling
7 delays, unfair grading, lack of instructor availability, and race-based bias from instructors
8 and Coast management.

9 587. During the first month of Plaintiff Kumar's training, on more than one
10 occasion, several Coast personnel verbally reaffirmed to her that she will be flying five
11 to six days per week.

12 588. However, Plaintiff Kumar received, on average, far fewer days of flight
13 training per week than the five to six days that Defendants promised.

14 589. Defendants delayed Plaintiff Kumar's training by forcing her to repeat
15 lessons due to small, inconsequential mistakes during her Instrument training.

16 590. Defendants also delayed her training by making her wait more than a month
17 for her Commercial checkride.

18 591. Instructor Will Hutchings failed Plaintiff Kumar on her Instrument end-of-
19 course exam without justification. After Mr. Hutchings failed her, Coast required Plaintiff
20 Kumar to move from its Part 141 training program to the less structured Part 61 program
21 and also required Plaintiff Kumar to complete additional training hours, which interrupted
22 her training and severely delayed her progress.

23 592. Not only did that delay Plaintiff Kumar's training and force her to spend
24 more of her loan, but Coast's actions also made her training performance record appear
25 worse to American than it actually was.

26 593. Additionally, Defendants would often schedule Plaintiff Kumar to fly at
27 inopportune times of day that were more likely to be canceled because of weather.
28

1 594. Defendants never assigned Plaintiff Kumar a mentor during her 22 months
2 in the program.

3 595. Defendants also subjected Plaintiff Kumar to unfair treatment because of her
4 race. For example, Defendants held Plaintiff Kumar to a higher, harsher standard than her
5 white peers. Coast granted a white peer, B.S., more leniency and more chances to
6 complete her training, though she was progressing and performing similarly to Plaintiff
7 Kumar.

8 596. Defendants also scheduled white cadets for training more frequently than
9 Plaintiff Kumar, so they progressed more quickly.

10 597. Plaintiff Kumar witnessed Coast staff treating white cadets more favorably
11 than cadets of color. Instructor Levi McKenzie was often late for his training with Plaintiff
12 Kumar and stated he did not like flying with her, but in Plaintiff Kumar's observation,
13 did not treat white students in a similar way. For example, Mr. McKenzie canceled
14 Plaintiff Kumar's flight the day before her checkride, despite flying with multiple white
15 students the same day.

16 598. Similarly, Instructor Grace Cornwall chatted and laughed while working
17 with white cadets, such as B.S., but turned cold and rude when flying with Plaintiff Kumar
18 and failed her for minor errors.

19 599. Plaintiff Kumar's white instructor, Damien DeMoray, seemed cold,
20 frustrated, and uncomfortable when interacting with her, and yelled at her during training,
21 but was friendly with white cadets and did not exhibit the same type of yelling or rude
22 behavior.

23 600. Plaintiff Kumar reported concerns about her training and treatment at the
24 AACA—including about unfair scheduling and grading—to Coast and American
25 administration several times during her training, including to Site Director Katelyn
26 Steffen, Ms. Cerrillo, and Ms. Didonna, but Defendants never remedied and/or ignored
27 the reported issues.

28

1 601. Defendants placed Plaintiff Kumar in the remedial program in or around
2 February 2022, purportedly for tardiness to events. Plaintiff Kumar's white peers were
3 also tardy to events, but were not placed in the remedial program.

4 602. Defendants removed Plaintiff Kumar from the AACA on May 16, 2023.

5 603. White cadets, such as B.S., were in the program for just as long or longer but
6 were not removed from the program.

7 604. Plaintiff Kumar suffered substantial economic losses as a result of
8 Defendants' unlawful conduct. She spent more than \$124,000 on training at Coast and
9 moving to San Diego, but she did not complete the program. She lost at least 22 months
10 of wages and took a lower paying job upon leaving the program. Plaintiff Kumar has
11 struggled to make her loan payments, has had to significantly increase her credit card
12 usage, and at one point was unable to pay her rent. Her credit score dropped substantially
13 as a result.

14 605. Plaintiff Kumar also suffered emotional distress as a result of her experience
15 at the AACA, including stress and anxiety.

16 606. Plaintiff Kumar continued training at a different flight school but has not
17 completed her ratings due to lack of funds.

18 **xi. Faith Little**

19 607. Plaintiff Faith Little, who is Black, applied to the AACA and reviewed
20 American's AACA website in mid-2021. At the time, she was living in Chicago, Illinois
21 and turned down a job offer to work as a software engineer for an aviation defense
22 company in order to attend the AACA.

23 608. In April 2021, Plaintiff Little received an email from Ms. Van Meter that
24 stated, among other things, the AACA at Coast:

25 allows you to finance all of the ratings you need to become an airline
26 pilot ... The program is designed to finish in 10-12 months. In that
27 time, you will complete your PPL, IFR, CSEL, MEL, CFI & CFII.
28 You will be flying 5-6 days a week.

1 It also stated, “All of your supplies are covered in the cost, including an iPad mini with a
2 Foreflight subscription. We fly brand new, 2019 Piper Archers with G1000 avionics that
3 are exclusive to our American Airlines Cadet Program.”

4 609. During Plaintiff Little’s June 2021 AACA admission interview, Ms.
5 Didonna represented that Plaintiff Little would receive an American pilot mentor in the
6 AACA.

7 610. American offered Plaintiff Little admission into the AACA, and relying on
8 American’s and Coast’s representations, Plaintiff Little signed the AACA Acceptance
9 Letter on June 26, 2021.

10 611. Plaintiff Little received the Welcome Email from Coast in June 2021 and
11 reviewed Coast’s website around the same time.

12 612. During a phone call in or around July 2021, Ms. Faucher explained that,
13 since Plaintiff Little already had her PPL, she could receive a “PPL refresher” and then
14 start her IFR training. Ms. Faucher explained that the total program cost of \$77,968 for
15 the “IFR start” was inclusive of all her training, including the PPL refresher, and she
16 would have no trouble finishing the AACA in less than a year.

17 613. Relying on American’s and Coast’s representations about the AACA,
18 Plaintiff Little finalized a \$7,229 loan with Discover on August 19, 2021 (and later a
19 second loan of \$45,000 with Discover on June 1, 2022), signed Coast’s funding disclosure
20 in or around July 2021, and moved to San Diego, California.

21 614. She started the AACA at Coast on September 3, 2021. Plaintiff Little had
22 already earned her PPL.

23 615. Plaintiff Little’s training took significantly longer and was far more costly
24 than advertised due to factors outside her control, including scheduling delays,
25 inconsistency and turnover in instructors, and race-based bias from instructors and Coast
26 management.

27 616. She received, on average, far fewer days of flight training per week than the
28 five to six days that Defendants promised.

1 617. Defendants never assigned Plaintiff Little an American pilot mentor during
2 her 17 months in the program.

3 618. Defendants also subjected Plaintiff Little to unfair treatment because of her
4 race. For example, Plaintiff Little's instructors treated her less favorably than her white
5 peers. Instructor Alana Courier made no effort to teach Plaintiff Little yet tested and
6 graded her more harshly than her white peers, which delayed her progress.

7 619. Although Plaintiff Little made clear that she had received her PPL several
8 years prior and needed a PPL refresher, Ms. Courier skipped the refresher and started her
9 out in IFR training. This was tantamount to setting Plaintiff Little up to fail, and she
10 struggled to recall everything from PPL training and learn new IFR material at once.

11 620. Ms. Courier treated Plaintiff Little with disrespect, yelling at her, slamming
12 a door in her face, and telling her "no one cares" when Plaintiff Little raised a concern
13 during her training. She repeatedly failed Plaintiff Little on small errors that she would
14 allow white cadets to proceed on.

15 621. Plaintiff Little's white peer, who had no or little flight experience prior to
16 the AACA, progressed faster than Plaintiff Little who already had her PPL prior to starting
17 at Coast.

18 622. Throughout her training, Plaintiff Little experienced several periods of
19 extremely sporadic scheduling, which delayed her progress.

20 623. Starting around October 2022, Plaintiff Little was assigned many different
21 instructors, all with different teaching styles and standards for what was acceptable, which
22 delayed her progress. Plaintiff Little's white peers did not face these issues.

23 624. White instructors, including Damien DeMoray, seemed cold, frustrated, and
24 uncomfortable when interacting with Black cadets like Plaintiff Little, but were relaxed
25 and friendly with white cadets. For example, Mr. DeMoray angrily yelled at and
26 discouraged Plaintiff Little during her training but did not do so with his white students.

27 625. Plaintiff Little resigned from the AACA in February 2023 once she realized
28 she was not being given a fair chance to succeed in the program, Coast and American

1 were not delivering what they had promised, and they were treating her significantly
2 worse than her white counterparts.

3 626. Plaintiff Little suffered substantial economic losses as a result of
4 Defendants' unlawful conduct. She spent more than \$80,000 on training at Coast and
5 moving to San Diego, but she did not complete the program. She lost 17 months of wages,
6 accrued significant credit card debt, and has struggled to make her loan payments. She
7 has also incurred additional costs because she has been living in short-term rentals instead
8 of an apartment due to concerns about being denied a lease because of the damage to her
9 credit. Plaintiff Little has also suffered emotional distress as a result of her experience at
10 the AACA, including stress, difficulty sleeping, and loss of self-confidence.

11 627. She completed flight training at another school at substantial additional cost.

12 **xii. Honnah Lusby**

13 628. Plaintiff Honnah Lusby, who is Asian American, was living in
14 Davidsonville, Maryland and working two jobs at the airport and a carwash when she
15 reviewed American's AACA website and applied to the AACA in early 2022.

16 629. During Plaintiff Lusby's 2022 AACA admission interview, Ms. Didonna
17 represented to Plaintiff Lusby that the AACA was a 12-month program with a 6-month
18 buffer, that most students complete the program in twelve months, and few, if any, fail
19 out. Ms. Didonna said the loan of \$110,000 was more than enough to complete the AACA,
20 that Plaintiff Lusby she would receive an American pilot mentor, and that interviewing
21 with American regional airlines was "guaranteed" once she completed the AACA. When
22 Plaintiff Lusby asked what would happen if a cadet were to fall behind, Ms. Didonna
23 dismissed her concern by saying that would not happen.

24 630. American offered Plaintiff Lusby admission into the AACA, and relying on
25 American's representations, she signed the AACA Acceptance Letter on February 29,
26 2022.

27 631. Plaintiff Lusby received the Welcome Email from Coast in March 2022 and
28 reviewed Coast's website around the same time.

1 632. In or around the spring of 2022, Plaintiff Lusby spoke with Ms. Faucher,
2 who emphasized that nearly everyone finishes the program in twelve months.

3 633. Relying on American's and Coast's representations about the AACA,
4 Plaintiff Lusby finalized a \$110,000 loan with Discover on August 30, 2022, signed
5 Coast's funding disclosure on April 31, 2022, and moved to San Marcos, Texas to start
6 the AACA at Coast on November 4, 2022.

7 634. Plaintiff Lusby's training took significantly longer and was significantly
8 more costly than advertised, due to factors outside of her control, including scheduling
9 delays and unfair, race-biased evaluations from instructors and Coast management.

10 635. She received, on average, far fewer days of flight training per week than the
11 five to six days that Defendants promised.

12 636. Defendants never assigned Plaintiff Lusby an American pilot mentor during
13 the eight months she was in the program.

14 637. In addition, Defendants subjected Plaintiff Lusby to unfair treatment because
15 of her race. For example, unlike white cadets, Plaintiff Lusby went for long stretches
16 without being scheduled for flights. She witnessed instructor Anna Bruick schedule white
17 students, such as I.S., K.C., A.Z., and S.W., more frequently and at more opportune times
18 to train, and they received ratings months before Plaintiff Lusby despite starting the
19 AACA after her.

20 638. Unlike Plaintiff Lusby, her white peers were permitted to do multiple lessons
21 a day and back-seat other cadets' lessons. Plaintiff Lusby's white peers were allowed to
22 start IFR training right after their PPL end-of-course check (the step before a checkride).
23 Coast forced Plaintiff Lusby to wait until she completed her checkride to advance to IFR
24 training which delayed her training for months.

25 639. Additionally, Plaintiff Lusby's instructors held her to a higher, harsher
26 standard than white cadets. Instructor Annika Rivera tested Plaintiff Lusby on harder and
27 more detailed material than her white peers and did not permit her to utilize study
28 materials during her exams unlike her white peers.

1 640. Ms. Rivera was also disrespectful to Plaintiff Lusby, often showing up late
2 to her lessons and leaving lessons midway through to discuss non-training-related issues
3 with friends—actions she did not take with white cadets.

4 641. White cadets such as S.L., I.S., and B.D. had approximately the same number
5 of training hours as Plaintiff Lusby and had failed exams and checkrides, and one even
6 damaged equipment, yet, none of them were placed in the remedial program or removed.

7 642. Plaintiff Lusby raised concerns about her training and treatment at the
8 AACA—including about unfair scheduling and grading—to Coast and American
9 administration several times over the course of her training, including to Ms. Didonna,
10 Ms. Bruick, instructor Felix Flores, American Airlines pilot Jennifer Olson, and President
11 Jameson, but Defendants never remedied and/or ignored the reported issues.

12 643. Shortly after Plaintiff Lusby raised concerns to Ms. Didonna, Defendants
13 placed her in the remedial program in May 2023, purportedly for lack of progress and for
14 accumulating high hours, even though these were a result of Coast’s actions.

15 644. Defendants removed Plaintiff Lusby from the AACA on July 6, 2023—even
16 though she had completed her PPL checkride two days earlier.

17 645. Plaintiff Lusby started the AACA with four white cadets; in her
18 understanding all four of them completed the program. Plaintiff Lusby was the only non-
19 white cadet in her cohort and the only one not to complete the program.

20 646. Plaintiff Lusby suffered substantial economic losses as a result of
21 Defendants’ unlawful conduct. She spent more than \$59,000 on training at Coast and
22 moving to San Marcos to attend the AACA, but she did not complete the program. She
23 turned down several college acceptances to attend the AACA and lost eight months of
24 wages. Because she had to pay back her loans sooner than anticipated and was out of
25 work for some time, Plaintiff Lusby missed a few loan payments, which caused her credit
26 score to drop.

27
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1 647. Plaintiff Lusby also suffered significant emotional distress as a result of her
2 experience at the AACA, including depression, anxiety, stress, loss of sleep, rashes,
3 suicidal thoughts, and fractured relationships with her family.

4 648. She has continued her training at another flight school, but at substantial cost.

5 **xiii. Samira McGowan**

6 649. Plaintiff Samira McGowan, who is Black, applied to the AACA in mid-
7 2021. At the time, she was living in Dallas, Texas and working as a designer at an interior
8 design company. She reviewed American's AACA website in 2021.

9 650. Plaintiff McGowan visited Coast's San Diego campus in June 2021. Ms.
10 Steffen gave her a tour, and instructor Ryan Diaz took her on a discovery flight. Both Ms.
11 Steffen and Mr. Diaz represented to her that the AACA takes 10-12 months to complete,
12 she would be flying five times a week, and Coast has more than enough aircraft for
13 everyone to progress through the program quickly.

14 651. During Plaintiff McGowan's AACA admission interview in March 2022,
15 Ms. Didonna represented that American's goal for the AACA was to increase diversity
16 and provide opportunities to people of color. She said the program was designed to take
17 students with zero flight experience into the flight deck and promised Plaintiff McGowan
18 would receive a mentor.

19 652. American offered Plaintiff McGowan admission into the AACA, and relying
20 on the representations from American and Coast, she signed the AACA Acceptance Letter
21 on March 22, 2022.

22 653. Plaintiff McGowan received the Welcome Email from Coast in March 2022
23 and reviewed Coast's website around the same time.

24 654. In or around April 2022, Plaintiff McGowan spoke with Ms. Faucher, who
25 emphasized that the full loan of \$110,000 would cover 100% of her training and most of
26 her living expenses for one year—the amount of time it took most cadets to finish.

27 655. Ms. Didonna stated in an April 27, 2022 email to Plaintiff McGowan, “[your]
28 mentors will be in contact with you shortly after you begin on campus or right before,”

1 and linked to several blog posts about the AACA, which included information such as
2 “The Cadet Academy is designed to be a turnkey, clear-cut pathway from zero flight
3 experience to an American Airlines pilot. . . . About a month prior to starting flight
4 training, each cadet is paired with a mentor”; “You should already be matched with a pilot
5 mentor”; and “This program is designed to be full-time accelerated flight training
6 program. Our turn-key program design is intended to provide for everything you need
7 while in training.”

8 656. Relying on American’s and Coast’s representations about the AACA,
9 Plaintiff McGowan finalized a \$110,000 loan with Discover on July 22, 2022, signed
10 Coast’s funding disclosure on July 19, 2022, and moved to San Diego, California.

11 657. Plaintiff McGowan began the AACA at Coast on August 5, 2022.

12 658. Plaintiff McGowan’s training took significantly longer and was significantly
13 more costly than advertised, due to factors outside her control, including scheduling
14 delays and race-based bias from instructors and Coast management.

15 659. She received, on average, far fewer days of flight training per week than the
16 five to six days that Defendants promised.

17 660. Defendants scheduled Plaintiff McGowan’s training flights at inopportune
18 times, so her events were often canceled, which delayed her training.

19 661. Defendants did not assign Plaintiff McGowan a mentor until nine months
20 after she started the AACA, and she shared the mentor with four other cadets.

21 662. Defendants also subjected Plaintiff McGowan to unfair treatment because of
22 her race.

23 663. Plaintiff McGowan often had long gaps between training flights, which made
24 it difficult for her to master skills and progress in her training. White students flew much
25 more frequently and thus progressed faster.

26 664. In or around October 2023, Coast gave Plaintiff McGowan less than 36
27 hours’ notice of a scheduled checkride. Meanwhile Coast gave white cadets at least one
28 week’s notice of their checkrides.

1 665. Defendants held Plaintiff McGowan to a higher, harsher standard than her
2 white peers. Instructor Alex Prell graded her more harshly than her white peers, which
3 delayed her progress. He repeatedly refused to endorse Plaintiff McGowan for her PPL
4 checkride without specifying a reason, even though she had mastered the skills. When
5 Plaintiff McGowan flew with two other instructors, Dejan Ballamy and Keely Stinner,
6 both said she was ready for her checkride.

7 666. Coast threatened Plaintiff McGowan with immediate removal from the
8 AACA if she failed her IFR checkride for a second time. White cadet C.M. failed the
9 same checkride three times but was permitted to remain in the program and not threatened
10 with removal.

11 667. Coast denied Plaintiff McGowan's time-off request to attend her best
12 friend's wedding but granted white cadets' time-off requests freely.

13 668. Plaintiff McGowan reported concerns about her training and treatment at the
14 AACA—including about biased instructors, unfair scheduling and grading, not receiving
15 a mentor, unfair application of standards, and being forced to pay over the maximum loan
16 amount—to Coast and American administration during her training, including to Ms.
17 Cerrillo, Zach Harris, Captain Young, Ms. Ast, Ms. Didonna, and Mr. Shope, but
18 Defendants never remedied and/or ignored the reported issues.

19 669. Captain Young agreed that racism was a problem in the AACA, and said he
20 would try to help, but advised Plaintiff McGowan to keep just her head down and do her
21 best.

22 670. Defendants placed Plaintiff McGowan in the remedial program in December
23 2022 shortly after she raised concerns about disparate treatment.

24 671. Defendants removed Plaintiff McGowan from the AACA on October 25,
25 2023.

26 672. Plaintiff McGowan started the AACA with five white cadets and two other
27 cadets of color, none of whom completed the program.

28

1 673. Plaintiff McGowan suffered substantial economic losses as a result of
2 Defendants’ unlawful conduct. She spent more than \$102,000 on training at Coast and
3 moving to San Diego, but she did not complete the program. She lost more than 14 months
4 of wages, had to increase her credit card usage, and was unable to make her loan payments
5 on time. Plaintiff McGowan’s credit score has declined significantly, and she filed for
6 bankruptcy as a result of the financial hardship caused by Defendants.

7 674. Plaintiff McGowan also suffered emotional distress as a result of her
8 experience at the AACA, including stress, anxiety, depression, problems sleeping, and
9 panic attacks, which have led to significant medical bills.

10 675. She would like to continue flight training but cannot afford it.

11 **xiv. Ketsia Mianda**

12 676. Plaintiff Ketsia Mianda, who is Black, was living in Charlotte, North
13 Carolina and working as a customer service agent for American when she applied to the
14 AACA in August 2022. She reviewed American’s AACA website around the same time.

15 677. During the OBAP conference in August 2022, Plaintiff Mianda heard
16 multiple American representatives state that its goal in creating the AACA was to increase
17 racial diversity in the flight deck and to provide career opportunities to racial minorities
18 who otherwise would not be able to afford flight training.

19 678. At the conference, Mr. Shope interviewed Plaintiff Mianda. He, and other
20 American pilots at the conference, assured her she would receive an American pilot
21 mentor, and the loan of \$120,000 would fully cover the cost of training.

22 679. On August 23, 2022, Ms. Didonna sent Plaintiff Mianda an email that read
23 “[your] mentors will be in contact with you shortly after you begin on campus or right
24 before.” In that same email, Ms. Didonna linked to several blog posts about the AACA,
25 which included information such as “The Cadet Academy is designed to be a turnkey,
26 clear-cut pathway from zero flight experience to an American Airlines pilot. . . . About a
27 month prior to starting flight training, each cadet is paired with a mentor” and “You
28 should already be matched with a pilot mentor” and “This program is designed to be full-

1 time accelerated flight training program. Our turn-key program design is intended to
2 provide for everything you need while in training.”

3 680. American offered Plaintiff Mianda admission into the AACA, and relying
4 on American’s representations, she signed the AACA Acceptance Letter on August 30,
5 2022.

6 681. Plaintiff Mianda received the Welcome Email from Coast in August 2022
7 and reviewed Coast’s website around the same time.

8 682. In or around September 2022, Plaintiff Mianda spoke with Ms. Faucher, who
9 said that the full loan amount of \$120,000 would cover the entire cost of training along
10 with room and board for the twelve months it would take to finish the program.

11 683. On October 12, 2022, Ms. Faucher emailed Plaintiff Mianda that the
12 \$120,000 loan “covers the cost of the program and leaves you with a surplus of
13 \$22,077.00,” which she could use to pay for a headset, tablet, or living expenses.

14 684. Relying on American’s and Coast’s representations about the AACA,
15 Plaintiff Mianda signed Coast’s funding disclosure on October 14, 2022, finalized a
16 \$120,000 loan with AAFCU on December 7, 2022, and moved to San Marcos, Texas.

17 685. Plaintiff Mianda started the AACA at Coast on January 6, 2023.

18 686. Plaintiff Mianda’s training took significantly longer and was significantly
19 more costly than advertised, due to factors outside of her control, including scheduling
20 delays and unfair, race-biased evaluations from instructors and Coast management.

21 687. She received, on average, far fewer days of flight training per week than the
22 five to six days that Defendants promised.

23 688. Coast regularly delayed Plaintiff Mianda’s flight lessons, often forcing her
24 to go a full week without flying—even though she asked to fly as much as possible so
25 that she could finish in the allotted timeline.

26 689. Defendants subjected Plaintiff Mianda to unfair treatment because of her
27 race.

28

1 690. Coast allowed white students, including S.L. and M.H., to take multiple
2 flights a day, but never allowed Plaintiff Mianda to take more than one flight per day.

3 691. In April 2023, Plaintiff Mianda had a 24-day streak of not flying, supposedly
4 due to poor weather conditions, but Coast allowed her white peers to fly during this time.

5 692. Additionally, Plaintiff Mianda’s instructors held her to a higher, harsher
6 standard than white cadets. Instructor Felix Flores refused to teach Plaintiff Mianda
7 certain techniques, did not permit her to control the plane, and frequently yelled at her.

8 693. A white student, I.S., failed a checkride and was permitted to immediately
9 redo it. Plaintiff Mianda was not given that option.

10 694. Despite stretches of not flying for reasons entirely beyond her control,
11 Defendants placed Plaintiff Mianda in the remedial program in or around March 2023.
12 Defendants did not inform Plaintiff Mianda that she was in the remedial program until
13 about a month after she was actually placed in it.

14 695. Ms. Reid, Mr. Jameson, Ms. Doria, and Mr. Flores told Plaintiff Mianda that
15 she should be able to leave the remedial program if she improved her landings—Mr.
16 Flores let her know that if she could show she had mastered landings in three flights, she
17 would have a clean slate. But, when Plaintiff Mianda met that benchmark, she was still
18 not removed from the remedial program: two weeks later, Plaintiff Mianda failed a stage
19 check and Coast informed her that she would be removed.

20 696. Defendants removed Plaintiff Mianda from the AACA on July 19, 2023.

21 697. Plaintiff Mianda started the AACA with two white cadets, and one other
22 cadet of color. In her understanding, at least one of the white cadets finished the program,
23 while the other non-white cadet also was placed in the remedial program and removed
24 from the AACA.

25 698. Plaintiff Mianda suffered substantial economic losses as a result of
26 Defendants’ and AAFCU’s unlawful conduct. She spent more than \$70,000 on training
27 at Coast and moving to San Marcos to attend the AACA but received no ratings. She left
28

1 her job to attend the AACCA, and then experienced months of unemployment upon leaving
2 the AACCA.

3 699. Plaintiff Mianda also suffered significant emotional distress as a result of her
4 experience at the AACCA, including anxiety, stress, panic attacks, and stomach pain. She
5 has been unable to make her loan payments every month, and thus her credit score has
6 dropped.

7 700. She has not been able to continue her flight training since leaving the AACCA,
8 as Defendants denied her request to transfer to another school to use the remainder of her
9 loan on training. She would like to continue flight training but cannot afford it.

10 **xv. Thiago Ortega**

11 701. Plaintiff Thiago Ortega, who is Latino/Brazilian, reviewed American's
12 AACCA website and applied to the AACCA in mid-2022. At the time, he was living in
13 Philadelphia, Pennsylvania, and working as a flight attendant for American.

14 702. During Plaintiff Ortega's August 2022 AACCA admission interview, Ms.
15 Didonna represented that the program was designed to be fast-paced and told him that the
16 AACCA aimed to increase diversity in the pilot profession.

17 703. On September 28, 2022, Ms. Didonna also sent Plaintiff Ortega an email that
18 read "[your] mentors will be in contact with you shortly after you begin on campus or
19 right before." In that same email, Ms. Didonna linked several blog posts about the AACCA,
20 which included information such as "The Cadet Academy is designed to be a turnkey,
21 clear-cut pathway from zero flight experience to an American Airlines pilot. . . . About a
22 month prior to starting flight training, each cadet is paired with a mentor" and "You
23 should already be matched with a pilot mentor" and "This program is designed to be full-
24 time accelerated flight training program. Our turn-key program design is intended to
25 provide for everything you need while in training."

26 704. American offered Plaintiff Ortega admission into the AACCA, and relying on
27 American's representations, he signed the AACCA Acceptance Letter on September 20,
28 2022.

1 705. Plaintiff Ortega received the Welcome Email from Coast in September 2022
2 and reviewed Coast’s website around the same time.

3 706. Relying on American’s and Coast’s representations about the AACA,
4 Plaintiff Ortega finalized a \$120,000 loan with AAFCU in October 2022, signed Coast’s
5 funding disclosure on October 19, 2022, and moved to San Marcos, Texas.

6 707. Plaintiff Ortega started the AACA at Coast on February 2, 2023.

7 708. Plaintiff Ortega’s training took significantly longer and was far more costly
8 than advertised due to factors outside his control, including scheduling delays and race-
9 based bias from instructors and Coast management.

10 709. He received, on average, far fewer days of flight training per week than the
11 five to six days that Defendants promised.

12 710. Plaintiff Ortega faced extensive scheduling delays, through no fault of his
13 own, that exacerbated his delayed timeline. He routinely went many days, and at times
14 more than a week, without being scheduled to fly.

15 711. Coast repeatedly changed Plaintiff Ortega’s instructors and often scheduled
16 him for unnecessary or incorrect events, which caused problems in continuity and wasted
17 his time and money.

18 712. Defendants subjected Plaintiff Ortega to unfair treatment because of his race.
19 For example, Coast scheduled white students, such as B.D., to fly far more often and gave
20 them priority for preferred flight time slots.

21 713. Plaintiff Ortega’s instructors were biased against him. His primary
22 instructor, Jacob Hutto, was highly critical of and doubted Plaintiff Ortega’s piloting
23 ability. He refused to endorse Plaintiff Ortega to take his solo stage check, despite Plaintiff
24 Ortega having completed stage checks and four solo flights safely. He never gave Plaintiff
25 Ortega clear instructions in his training and refused to explain his reasoning behind his
26 evaluations and grades.

27 714. Plaintiff Ortega reported concerns about his training and treatment in the
28 AACA—including about the bias and hostility in instructors, lack of support for diverse

1 students, disorganization of scheduling and training events, and unequal standards in
2 grading—to Coast and American administrators, including to Ms. Reid, flight lead Anna
3 Bruick, and Ms. Didonna, but Defendants never remedied and/or ignored the reported
4 issues.

5 715. Ms. Bruick in particular was dismissive and condescending to Plaintiff
6 Ortega when he reported concerns about his instructors’ inadequate and inconsistent
7 teaching, and their preferential treatment of white students.

8 716. He later overheard Ms. Bruick mocking his complaint, and criticizing his
9 abilities to other instructors, although she had never flown with him.

10 717. Shortly after he raised concerns to Ms. Didonna, Defendants placed Plaintiff
11 Ortega in the remedial program in April 2023, purportedly for accumulating high hours,
12 even though this was due to Coast’s scheduling errors and scheduling unnecessary flights,
13 uncooperative weather, and inconsistent instruction.

14 718. In Plaintiff Ortega’s understanding, all of the other cadets of color that he
15 met during his time at Coast were also placed in the remedial program.

16 719. Defendants removed Plaintiff Ortega from the AACA on August 3, 2023.

17 720. That day, he had a meeting scheduled with Chief Pilot Kyle Challis for the
18 next stage of the remedial program, but instead, Ms. Reid, Ms. Bruick, and Ms. Didonna
19 informed him that he was being removed for “unsafe practices.”

20 721. Mr. Challis informed Plaintiff Ortega that American and Coast had discussed
21 and came to the conclusion that he had “unsafe practices” and therefore was being
22 removed.

23 722. Plaintiff Ortega never received written documentation of any “unsafe
24 practices” in his removal letter, nor did anyone at Coast or American specify what those
25 practices were when he asked.

26 723. By contrast, white students were not removed even when they had just as
27 many hours as Plaintiff Ortega, failed exams, and/or received negative feedback in
28 training.

1 724. For example, at least one white student, J.B., had as many hours or more as
2 Plaintiff Ortega without improvement and failed checkrides but was not removed from
3 the program.

4 725. Plaintiff Ortega was present when a white student steered off the runway
5 during an exam—surely an “unsafe practice,” but she was not removed.

6 726. Plaintiff Ortega suffered substantial economic losses as a result of
7 Defendants’ and AAFCU’s unlawful conduct. He spent more than \$61,000 on training at
8 Coast and moving to San Marcos to attend the AACA, but he did not receive any ratings.
9 He lost 10 months of wages. Plaintiff Ortega’s credit score decreased due to the large
10 amount of loans he took out to attend the AACA and his resulting high debt to credit ratio.

11 727. Plaintiff Ortega also suffered significant emotional distress as a result of his
12 experience at the AACA, including severe stress, panic attacks, anxiety, and insomnia,
13 for which he has seen a therapist.

14 728. Plaintiff Ortega continued his training at another flight school, having
15 obtained his PPL, Instrument, and Commercial ratings, but at substantial additional cost.

16 **xvi. Ivana Page**

17 729. Plaintiff Ivana Page, who is Black, applied to the AACA in mid-2020. At the
18 time, she was living in Viera, Florida and working as a systems engineer at an aerospace
19 defense company. She reviewed American’s AACA website in 2020.

20 730. During Plaintiff Page’s May 2020 AACA admission interview, Mr.
21 Morrison represented that American thoroughly vetted its partner flight schools and was
22 highly involved and supportive of the cadets, that the vast majority of cadets complete the
23 program in the allotted timeframe, and that she would receive a mentor. Mr. Morrison
24 said that, to date, everyone who had applied to one of American’s wholly owned regional
25 airlines through the AACA had been hired.

26 731. American offered Plaintiff Page admission into the AACA in July 2020, and
27 relying on American’s representations, she signed the AACA Acceptance Letter in or
28 around May 2021.

1 732. Plaintiff Page received the Welcome Email from Coast in June 2021 and
2 reviewed Coast's website around the same time.

3 733. On June 2, 2021, Ms. Faucher sent Plaintiff Page an email stating:
4 Coast Academy allows you to obtain all of the ratings you need to
5 become an airline pilot and is designed to finish in 12 months. In that
6 time, you will complete your PPL, IFR, CSEL, MEL, CFI & CFII.
You will be flying 5-6 days a week.

7 734. Plaintiff Page visited Coast's San Diego site in June 2021. The flight leads
8 and instructors she met assured her that everyone who attended the AACCA completed the
9 program within 12 months and within budget, and that the price listed on the Price Sheet
10 would cover all training and housing and that it even had a buffer for delayed training
11 built into the price and schedule.

12 735. Relying on American's and Coast's representations about the AACCA,
13 Plaintiff Page finalized a \$110,000 loan with Discover on September 14, 2021, and a loan
14 from Truist Bank for \$58,000 on October 19, 2021, signed Coast's funding disclosure in
15 December 2021, and moved to San Diego, California.

16 736. Plaintiff Page started the AACCA at Coast on January 24, 2022.

17 737. Plaintiff Page's training took significantly longer and was far more costly
18 than advertised, due to factors outside her control, including race-based bias from
19 instructors and management at Coast and American and scheduling delays.

20 738. Plaintiff Page received, on average, far fewer days of flight training per week
21 than the five to six days that Defendants promised.

22 739. Coast regularly scheduled her flights during the busiest times for air traffic
23 which did not allow her a safe time to fly and forced her to cancel some training events.

24 740. Defendants belittled Plaintiff Page's previous flight training and experience
25 in aviation. Instructors forced her to re-prove proficiencies repeatedly, which cost her
26 money and delayed her timeline for completion of the program.

27 741. Plaintiff Page's various instructors also gave her inconsistent, conflicting
28 instruction.

1 742. Defendants also subjected Plaintiff Page to unfair treatment because of her
2 race. For example, Instructor Zachary Wild criticized her crochet-style hair braids (though
3 they did not interfere with her headset and complied with Coast’s policy). He was
4 disrespectful, yelled at her during training, rarely showed up for her lessons on time and
5 spent the first ten minutes of many sessions chatting with other instructors.

6 743. Instructor Paul Zadrozny repeatedly yelled at Plaintiff Page during training,
7 referring to her as “you people” (referring to African Americans), mocked another Black
8 student’s accent, and spit in her direction.

9 744. Instructor Kelly Cannataro became upset when Plaintiff Page asked
10 questions and on several events, failed her for unfair reasons. After a miscommunication
11 during a flight, Ms. Cannataro blew up at Plaintiff Page, ended the flight, and refused to
12 continue training her.

13 745. White cadets, such as C.R., did not have instructors question their abilities
14 or show hostility the way they did with Plaintiff Page. C.R. said that when he made
15 mistakes, no one belittled him or told him to quit training, they just told him what to fix
16 and he was allowed to try again. In contrast, Coast employees constantly belittled Plaintiff
17 Page, told her to quit aviation, and chastised her for every mistake.

18 746. Coast allowed C.R. to solo within weeks of starting the program, but never
19 allowed Plaintiff Page to solo, even though she had already done so many times before
20 arriving at Coast.

21 747. C.R. said Coast must be treating Plaintiff Page differently because of her
22 race.

23 748. Plaintiff Page’s mentor, First Officer Stephanie Hartsfield, a Black woman,
24 said that Defendants had labeled Plaintiff Page as “difficult” and “aggressive”—
25 stereotypes of Black women, and were likely building a case against her to remove her
26 from the program. Ms. Hartsfield advised Plaintiff Page that because of her race, if
27 Plaintiff Page wanted to succeed at Coast, she had to keep her head down, do as she was
28 told, and be careful not to ruffle feathers.

1 749. Plaintiff Page reported her concerns about Mr. Wild to Ms. Spivey, Ms.
2 Steffen, and Ms. Cerrillo and requested to switch instructors.

3 750. The next day, Coast issued Plaintiff Page a letter of caution and falsely
4 accused her of slapping Mr. Wild’s hands off the controls during a flight.

5 751. Plaintiff Page reported concerns about her training and treatment at the
6 AACA—including about being paired with biased and unprofessional instructors, and
7 unfair scheduling and grading—to Coast and American administration several times
8 during her training, including to Ms. Spivey, Ms. Steffen, Ms. Cerrillo, Mr. Shope, Ms.
9 Hartsfield, and Ms. Didonna, but Defendants never remedied and/or ignored the reported
10 issues.

11 752. Defendants removed Plaintiff Page from the AACA on May 13, 2022.

12 753. Coast’s termination letter and letter of caution contained false and
13 disparaging information about Plaintiff Page, which, upon information and belief, Coast
14 shared with American.

15 754. For example, the termination letter falsely accused Plaintiff Page of
16 “[r]efusing to answer/respond to basic knowledge questions or requests to demonstrate
17 comprehension of course material” and “[s]howing hostility and/or consistent behavioral
18 issues with Staff and Flight Instructors.”

19 755. Plaintiff Page suffered substantial economic losses as a result of Defendants’
20 unlawful conduct. She spent more than \$29,000 on training at Coast and moving to San
21 Diego to attend the AACA, but she did not receive any ratings. She lost more than 12
22 months of wages.

23 756. She suffered significant emotional distress as a result of her experience at
24 the AACA, including severe stress, depression, anxiety, difficulty sleeping and eating,
25 constant nausea, and weight loss.

26 //

27 //

28 //

1 **xvii. Triston Sanderson**

2 757. Plaintiff Triston Sanderson, who is Black, applied to the AACA in 2020 and
3 again in late 2021. At the time, he was living in Dallas, Texas and working as an
4 accountant.

5 758. Plaintiff Sanderson reviewed American’s and Coast’s AACA websites in
6 2020 and 2021.

7 759. On August 10, 2020, Plaintiff Sanderson received an email from Coast’s
8 Emily Van Meter stating:

9 American Airlines has partnered with Coast Flight Training to offer
10 students an all-inclusive flight training opportunity! . . . This intensive
11 program will allow you to obtain all of your ratings in a year! In this
12 time, you will obtain your PPL, IFR, CSEL, CFI, CFII & MEL. The
13 Cadet Academy includes flight training five to six times per week,
housing, a monthly food stipend, supplies, and exam fees.

14 The email also stated, “You can begin this program with either zero flight experience or
15 with a completed private pilot’s license. This program also unlocks the opportunity to
16 apply for a loan that covers all training and living costs.”

17 760. On March 15, 2021, Plaintiff Sanderson received an email from Coast’s Brie
18 Woody stating, Coast “allows you to obtain all of the ratings you need to become an
19 airline pilot and is designed to finish in 10-12 months. In that time, you will complete
20 your PPL, IFR, CSEL, MEL, CFI & CFII. You will be flying 5-6 days a week.”

21 761. On March 31, 2021, Plaintiff Sanderson received another email from Ms.
22 Van Meter stating Coast is “an all-inclusive, full-time flight training opportunity. This
23 intensive program will allow you to obtain all of your ratings in a year [and] includes
24 flight training five to six times per week.” The email reiterates that the loan “covers all
25 training and living costs.”

26 762. When Plaintiff Sanderson visited Coast in San Diego in June 2021, Ms.
27 Cerrillo assured him that most students finished the program and received all their ratings
28 in 10-12 months (mentioning that one student completed the program in just seven

1 months) and said he would be flying five to six days per week. She touted the large fleet
2 of state-of-the-art aircraft and emphasized that the price of the program was all-inclusive.
3 She said the loan would cover the full cost of training and most of his living expenses.

4 763. Plaintiff Sanderson attended a Future Airlines Pilots Association event in
5 September 2021, where a Black pilot working for American spoke to a group of aspiring
6 aviators about his journey to the captain's seat. Afterwards, American's Brad Morrison
7 told the group that the Black pilot was earning more than \$350,000 per year and said the
8 AACA was the best way to put themselves in his shoes quickly. He said the application
9 process was highly competitive but if you can gain admission, the AACA offered a fail-
10 proof path to the airlines. Mr. Morrison assured them the loan would cover the full cost
11 of training, which was typically completed in under 12 months. When they spoke one-on-
12 one, Mr. Morrison said Plaintiff Sanderson seemed like a perfect fit for the program.

13 764. During his interview for the AACA in October 2021, American
14 representative Kerrie Bourne assured Plaintiff Sanderson that through the AACA, he
15 would receive all of his ratings in 10-12 months, the loan would cover the full cost of the
16 program, and American would provide a pilot mentor to guide him through his training.

17 765. American offered Plaintiff Sanderson admission into the AACA, and relying
18 on American's and Coast's representations, he signed the AACA Acceptance Letter in
19 October 2021.

20 766. Plaintiff Sanderson received the Welcome Email from Coast in October
21 2021 and reviewed Coast's website around the same time.

22 767. In January 2022, he spoke with Ms. Faucher, who highlighted the 12-month-
23 or-less timeline and that a loan of \$110,000 would cover the entire cost of the program.

24 768. Relying on American's and Coast's representations about the AACA,
25 Plaintiff Sanderson finalized a \$110,000 loan with Discover on January 26, 2022, signed
26 Coast's funding disclosure on February 4, 2022, and moved to San Diego, California.

27 769. Plaintiff Sanderson started the AACA at Coast on April 4, 2022.
28

1 770. Contrary to Defendants’ representations, Plaintiff Sanderson’s training took
2 significantly longer and was significantly more costly than advertised, due to factors
3 outside his control, including scheduling delays and race-based bias from instructors and
4 Coast management.

5 771. Plaintiff Sanderson received, on average, far fewer days of flight training per
6 week than the five to six days that Defendants promised.

7 772. Defendants scheduled Plaintiff Sanderson’s training at inopportune times,
8 which further delayed his training.

9 773. Defendants failed to provide consistent instruction. Plaintiff Sanderson was
10 forced to start over with a new instructor after Coast fired his first instructor after six
11 weeks.

12 774. Defendants further failed to provide consistent access to aircraft. In June
13 2023, Coast moved half its fleet of Piper Archers to its Dallas location, thereby reducing
14 the aircraft available for Plaintiff Sanderson to train on, further delaying his training.

15 775. Defendants did not assign Plaintiff Sanderson an American pilot mentor until
16 more than 11 months after he started the AACA.

17 776. Defendants also subjected Plaintiff Sanderson to unfair treatment throughout
18 the program because of his race. Defendants held him to a higher, harsher standard than
19 white cadets, and were less supportive of him than white cadets.

20 777. Plaintiff Sanderson’s instructor Nayef Howar gave him unsatisfactory marks
21 for small mistakes but did not do so for white cadets. Mr. Howar was insulting and critical
22 of Plaintiff Sanderson and rushed through his training sessions, but spent significant time
23 debriefing, offering advice to, and comforting white cadets.

24 778. Plaintiff Sanderson was punished for requesting time off for sickness or
25 important events, but white cadets were not punished for similar events.

26 779. Furthermore, Coast scheduled flight training for white cadets, such as L.R.
27 and J.B., more frequently and at more advantageous times than Plaintiff Sanderson.
28

1 780. Plaintiff Sanderson reported concerns about his training and treatment at the
2 AACCA—including about unfair, biased scheduling and grading, inconsistent instructors,
3 delayed scheduling, insufficient and poorly maintained aircraft, the cost of living and
4 training far exceeding what was advertised, lack of support from American, and not
5 receiving a mentor—to Coast and American administration several times during his
6 training, including to Ms. Cerrillo, Ms. Ast, Mr. Shope, and to Captain Young, but
7 Defendants never remedied and/or ignored the reported issues.

8 781. Captain Young agreed that racism was a problem in the AACCA, and said he
9 would try to help, but advised Plaintiff Sanderson to keep his head down and do his best.

10 782. Defendants placed Plaintiff Sanderson in the remedial program in July 2023,
11 purportedly for failing a checkride, accumulating high hours, and cancelling events. Yet,
12 Coast did not place several white students, such as C.M., C.D., and G.B., who had failed
13 multiple checkrides and had high hours, in the remedial program.

14 783. Ms. Cerrillo repeatedly threatened Plaintiff Sanderson with removal.

15 784. Ms. Cerrillo made false and disparaging statements about Plaintiff
16 Sanderson to American, including that he had poor performance and lacked basic
17 knowledge and that no instructors wanted to work with him.

18 785. Defendants removed Plaintiff Sanderson from the AACCA on December 7,
19 2023.

20 786. Plaintiff Sanderson suffered substantial economic losses as a result of
21 Defendants' unlawful conduct. He spent more than \$113,000 on training at Coast and
22 moving to San Diego but did not complete the program. He lost over two years of wages
23 and had to take a lower paying job upon leaving the program. He incurred substantial
24 credit card debt and has struggled to make his loan payments. His credit score has
25 declined.

26 787. Plaintiff Sanderson also suffered emotional distress as a result of his
27 experience at the AACCA, including stress, anxiety, depression, and insomnia.

28

1 788. He has continued his training at another flight school so far, having now
2 completed his CSEL, CFI, and CFII ratings, but at significant additional cost.

3 **xviii. Mathias Thelus**

4 789. Plaintiff Mathias Thelus, who is Black, reviewed American's website and
5 applied to the AACA in mid-2021. At the time, he was living in Portland, Oregon and
6 working as a ramp agent for American.

7 790. During Plaintiff Thelus's June 2021 AACA admission interview, Mr. Shope
8 represented that the AACA took 11 to 12 months for those with no flight experience. Mr.
9 Shope represented that most cadets completed the AACA, earned their livings as
10 instructors, then worked for American's regional airlines.

11 791. American offered Plaintiff Thelus admission into the AACA, and relying on
12 American's representations, he signed the AACA Acceptance Letter on July 1, 2021.

13 792. Plaintiff Thelus received the Welcome Email from Coast in June 2021 and
14 reviewed Coast's website around the same time.

15 793. Relying on American's and Coast's representations about the AACA,
16 Plaintiff Thelus finalized a \$82,000 loan with Discover on September 16, 2021, signed
17 Coast's funding disclosure on October 18, 2021, and moved to San Diego, California.

18 794. Plaintiff Thelus started the AACA at Coast on November 8, 2021. Plaintiff
19 Thelus had already earned his PPL.

20 795. Plaintiff Thelus's training took significantly longer and was far more costly
21 than advertised, due to factors outside his control, including scheduling delays, instructor
22 inconsistency, and race-based bias from instructors and Coast management.

23 796. He received, on average, far fewer days of flight training per week than the
24 five to six days that Defendants promised.

25 797. Poor weather, aircraft grounded for maintenance, and instructor turnover
26 caused Plaintiff Thelus to face substantial training delays.

27 798. Despite their promises, Defendants never assigned Plaintiff Thelus a mentor.
28

1 799. Defendants also subjected Plaintiff Thelus to unfair treatment because of his
2 race. Defendants held Plaintiff Thelus to a higher, harsher standard than white cadets.

3 800. For example, white students J.B., I.K., and A.H. were given second chances
4 when they made mistakes. Meanwhile, instructors Paul Allen and Sam Mier gave Plaintiff
5 Thelus low grades and harsh criticisms for small mistakes.

6 801. Defendants scheduled Plaintiff Thelus's white peers, such as J.B., I.K., and
7 A.H., for flight training more frequently and at more opportune times. As a result, his
8 white peers progressed faster in the AACA, despite having less prior experience than
9 Plaintiff Thelus.

10 802. In November 2022, Coast issued Plaintiff Thelus a remedial training plan,
11 which falsely stated he had "unsafe flying habits" and had "shown a lack of commitment."

12 803. In December 2022, Coast issued Plaintiff Thelus a letter of caution that
13 falsely accused him of having an argumentative attitude and engaging in unsafe practices.

14 804. Defendants placed Plaintiff Thelus in the remedial program in December
15 2022, purportedly because he had received three "unsatisfactory" grades in his CFI
16 training. Yet, white cadets who failed on more events were not placed in the remedial
17 program.

18 805. Defendants removed Plaintiff Thelus from the AACA on January 30, 2023.

19 806. Plaintiff Thelus only failed one checkride during the AACA, whereas
20 Defendants did not remove white students who had failed multiple checkrides.

21 807. Plaintiff Thelus started the AACA with three white cadets and five other
22 cadets of color. In his understanding, all three white cadets and only one non-white cadet
23 finished the program.

24 808. Plaintiff Thelus suffered substantial economic losses as a result of
25 Defendants' unlawful conduct.

26 809. He spent more than \$75,000 on training at Coast and moving to San Diego
27 to attend the AACA, and he only received his IFR and CSEL ratings. He lost 14 months
28

1 of wages, incurred significant credit card debt, and has been unable to make his loan
2 payments on time, which has caused his credit score to drop substantially.

3 810. Plaintiff Thelus has suffered emotional distress as a result of his experience
4 in the AACA, including severe stress, anxiety, depression, problems sleeping, loss of
5 appetite, and negative impact on relationships with friends and family.

6 811. He has continued his training at another flight school, so far having
7 completed his CMEL, but at substantial additional cost.

8 **V. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Fraud / Intentional Misrepresentation**

11 **(All Plaintiffs against Defendants)**

12 812. Plaintiffs incorporate by reference all preceding paragraphs.

13 813. On Defendants' websites, in Defendants' advertising materials, and in
14 Defendants' emails and verbal conversations with Plaintiffs, Defendants represented:

- 15 a. That Plaintiffs would complete the AACA at Coast in 12 months (or, in 10
16 months for those who already had their PPL) and receive all the ratings
17 needed to become commercial airline pilots (PPL, IFR, CSEL, CFI, CFII,
18 and CMEL) through the AACA at Coast;
- 19 b. That the entire AACA program at Coast, including most of their living
20 expenses for one year, was a set price (\$97,923, \$97,712, or \$77,968,
21 depending on the Plaintiff), which would be covered by a single loan of no
22 more than \$110,000 (or \$120,000, depending on the Plaintiff);
- 23 c. That Plaintiffs would train five to six days per week during the AACA at
24 Coast; and
- 25 d. That Plaintiffs would be assigned an American Airlines pilot as a mentor
26 shortly before or shortly after starting in the AACA at Coast to assist and
27 guide them throughout the program.

28 814. These representations were false.

1 815. Defendants knew these representations were false at the time they made
2 them, or they made these representations recklessly without any knowledge of their truth
3 and as a positive assertion.

4 816. Defendants made these misrepresentations with the intent that Plaintiffs
5 would rely on them in making their decisions to attend the AACA at Coast.

6 817. Defendants' misrepresentations were material to Plaintiffs in making the
7 decision to attend the AACA at Coast.

8 818. Plaintiffs reasonably relied on Defendants' representations in making the
9 decisions to attend the AACA at Coast.

10 819. Plaintiffs have been harmed by their reasonable reliance on Defendants'
11 representations in that Plaintiffs gave up valuable opportunities and borrowed and spent
12 significant amounts of money to attend the AACA at Coast, but they did not receive the
13 ratings Defendants promised. Progress through the program took substantially longer and
14 cost substantially more than Defendants represented, Plaintiffs did not train five to six
15 days per week, and few Plaintiffs received mentors. Plaintiffs were either terminated or
16 forced to resign from the AACA at Coast.

17 820. Plaintiffs' reliance on these false representations was a substantial factor in
18 causing their harm. Plaintiffs have been harmed in an amount to be proven at trial, but
19 includes: (a) the amount they spent on flight training at Coast; (b) the amount they spent
20 moving to their chosen Coast location; (c) the amount they spent on living expenses while
21 at Coast over and above what they would have spent on living expenses had they not
22 attended the AACA at Coast; (d) the wages or scholarship funds Plaintiffs gave up to
23 attend the AACA at Coast; (e) medical expenses arising from injuries Plaintiffs endured
24 during and after the AACA at Coast; (f) the economic harm caused by the damage to
25 Plaintiffs' credit scores; (g) the cost each Plaintiff must pay to obtain the ratings they were
26 told they would earn through the AACA at Coast; and (h) compensatory damages for the
27 emotional distress Plaintiffs endured during and after their experience in the AACA at
28 Coast.

1 821. Defendants acted individually and on behalf of each other when they made
2 each of the representations, and when one Defendant made a representation, the others
3 ratified the representation and/or knew of the misrepresentation and failed to correct it.

4 822. Defendants also acted in a conspiracy when they committed this fraud as: (a)
5 each of the Defendants had knowledge of and agreed to both the objective and course of
6 action to injure Plaintiffs; (b) pursuant to their agreement, Defendants intentionally misled
7 Plaintiffs at the time and place and via the manner set forth above; and (c) pursuant to
8 their agreement, Defendants injured Plaintiffs, as set forth above.

9 823. Defendants' actions were fraudulent, oppressive, and malicious and
10 therefore warrant an award of punitive damages under Section 3294 of the California
11 Civil Code.

12 **SECOND CAUSE OF ACTION**

13 **Fraudulent Concealment / Fraud by Non-Disclosure**

14 **(All Plaintiffs against Defendants)**

15 824. Plaintiffs incorporate by reference all preceding paragraphs.

16 825. On Defendants' websites, in Defendants' advertising materials, and in
17 Defendants' emails and verbal conversations with Plaintiffs, Defendants actively
18 concealed and deliberately failed to disclose material facts, including that:

- 19 a. Only a small percentage of cadets in the AACA at Coast complete the
20 program and receive all the ratings needed to become commercial airline
21 pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL);
- 22 b. Most of the cadets that do finish the AACA at Coast take far longer than 12
23 months to do so;
- 24 c. Most of the cadets that do finish the AACA at Coast spend far more than the
25 quoted price (\$97,923, \$97,712, or \$77,968, depending on the cadet), and
26 need to borrow far more than the single loan of \$110,000 (or \$120,000,
27 depending on the cadet);
- 28

1 d. Very few, if any, cadets in the AACA at Coast train five to six days per week;
2 and

3 e. Very few cadets in the AACA at Coast receive an American Airlines pilot
4 as a mentor shortly before or shortly after starting in the program.

5 826. Defendants owed Plaintiffs duties to disclose these facts because (a)
6 Defendants provided some information to Plaintiffs, but intentionally failed to disclose
7 the full truth, making Defendants' disclosures deceptive; and (b) Defendants intentionally
8 failed to disclose these facts, which were known only to Defendants and could not have
9 been discovered by Plaintiffs.

10 827. Plaintiffs did not know of these facts and did not have an equal opportunity
11 to discover them.

12 828. Defendants knew of these facts and knew they were material and unknown
13 to Plaintiffs but intentionally concealed or deliberately failed to disclose them with the
14 intent to induce Plaintiffs to uproot their lives, decline valuable opportunities, and borrow
15 and spend tens of thousands of dollars to attend the AACA at Coast.

16 829. Defendants intended to deceive Plaintiffs by concealing or deliberately
17 failing to disclose these facts.

18 830. Plaintiffs relied on the nondisclosure of these facts in deciding to attend the
19 AACA at Coast. Had these facts been disclosed, Plaintiffs would have behaved differently
20 in that they would not have chosen to attend the AACA at Coast.

21 831. These facts were objectively material to any reasonable person, and their
22 concealment or nondisclosure caused Plaintiffs to alter their positions to their detriment.

23 832. Plaintiffs have been harmed by Defendants' fraudulent concealment or
24 deliberate non-disclosure in an amount to be proven at trial, but includes: (a) the amount
25 they spent on flight training at Coast; (b) the amount they spent moving to their chosen
26 Coast location; (c) the amount they spent on living expenses while at Coast over and
27 above what they would have spent on living expenses had they not attended the AACA
28 at Coast; (d) the wages or scholarship funds Plaintiffs gave up to attend the AACA at

1 Coast; (e) medical expenses arising from injuries Plaintiffs endured during and after the
2 AACA at Coast; (f) the economic harm caused by the damage to Plaintiffs' credit scores;
3 (g) the cost each Plaintiff must pay to obtain the ratings they were told they would earn
4 through the AACA at Coast; and (h) compensatory damages for the emotional distress
5 Plaintiffs endured during and after their experience in the AACA at Coast.

6 833. Defendants' concealment or non-disclosure of these material facts to
7 Plaintiffs was a substantial factor in causing Plaintiffs' harm.

8 834. Defendants were acting individually and on behalf of each other when they
9 failed to disclose material facts, and when one Defendant omitted material facts, the others
10 ratified the omission and/or knew of the omission and failed to correct it.

11 835. Defendants also acted in a conspiracy when they committed this fraud as: (a)
12 each of the Defendants had knowledge of and agreed to both the objective and course of
13 action to injure Plaintiffs; (b) pursuant to their agreement, Defendants intentionally misled
14 Plaintiffs at the time and place and via the manner set forth above; and (c) pursuant to
15 their agreement, Defendants injured Plaintiffs, as set forth above.

16 836. Defendants' actions were fraudulent, oppressive, and malicious and
17 therefore warrant an award of punitive damages pursuant to Section 3294 of the California
18 Civil Code.

19 **THIRD CAUSE OF ACTION**

20 **Promissory Fraud / Fraudulent Inducement**

21 **(All Plaintiffs against Defendants)**

22 837. Plaintiffs incorporate by reference all preceding paragraphs.

23 838. On Defendants' websites, in Defendants' advertising materials, and in
24 Defendants' emails and verbal conversations with Plaintiffs, Defendants promised that:

- 25 a. Plaintiffs would receive all the ratings needed to become commercial airline
26 pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL) through the AACA at Coast
27 and complete the AACA in 12 months (or, in 10 months for those who
28 already had their PPL);

- 1 b. The cost of the entire AACA program at Coast was \$97,923, \$97,712, or
- 2 \$77,968, depending on the Plaintiff, which would be covered entirely,
- 3 including most of their living expenses for one year, by a single loan of
- 4 \$110,000 or \$120,000 depending on the Plaintiff (or, even less for those who
- 5 had their PPL);
- 6 c. Plaintiffs would train five to six days per week during the AACA at Coast;
- 7 and
- 8 d. Plaintiffs would receive an American Airlines pilot as a mentor shortly
- 9 before or shortly after starting in the AACA at Coast to assist and guide them
- 10 throughout the program.

11 839. Defendants did not intend to perform these promises at the time they made
12 them and have not performed as promised.

13 840. Defendants made these promises with the intent to induce Plaintiffs to pay
14 substantial sums of money and materially alter their positions to attend the AACA at
15 Coast.

16 841. Defendants' affirmative promises were of objectively material facts to any
17 reasonable person in Plaintiffs' shoes, and they were subjectively material to Plaintiffs,
18 as Plaintiffs would not have chosen to attend the AACA at Coast if Defendants had not
19 made them.

20 842. Defendants intended to induce Plaintiffs to alter their positions in reliance
21 on the promises by declining other opportunities, borrowing substantial sums of money,
22 and uprooting their lives to attend the AACA at Coast.

23 843. Plaintiffs did not know that Defendants' promises were false.

24 844. Plaintiffs justifiably and reasonably relied on Defendants' promises when
25 they decided to attend the AACA at Coast.

26 845. Defendants' false promises and Plaintiffs' justifiable reliance were the actual
27 and proximate causes of substantial harm to Plaintiffs in that Plaintiffs gave up valuable
28 opportunities and borrowed and spent significant amounts of money to attend the AACA

1 at Coast, but they did not receive the ratings Defendants promised. Progress through the
2 program took substantially longer and cost substantially more than Defendants promised,
3 Plaintiffs did not train five to six days per week, and few Plaintiffs received mentors.
4 Plaintiffs were either terminated or forced to resign from the AACA at Coast.

5 846. Plaintiffs' justifiable reliance on Defendants' false promises was a
6 substantial factor in causing Plaintiffs' harm. Plaintiffs have been harmed in an amount
7 to be proven at trial, but includes: (a) the amount they spent on flight training at Coast;
8 (b) the amount they spent moving to their chosen Coast location; (c) the amount they
9 spent on living expenses while at Coast over and above what they would have spent on
10 living expenses had they not attended the AACA at Coast; (d) the wages or scholarship
11 funds Plaintiffs gave up to attend the AACA at Coast; (e) medical expenses arising from
12 injuries Plaintiffs endured during and after the AACA at Coast; (f) the economic harm
13 caused by the damage to Plaintiffs' credit scores; (g) the cost each Plaintiff must pay to
14 obtain the ratings they were told they would earn through the AACA at Coast; and (h)
15 compensatory damages for the emotional distress Plaintiffs endured during and after their
16 experience in the AACA at Coast.

17 847. Defendants were acting individually and on behalf of each other when they
18 made each of the promises, and when one Defendant made a promise, the others ratified
19 the promise and/or knew of the false promise and failed to correct it.

20 848. Defendants also acted in a conspiracy when they committed this fraud as: (a)
21 each of the Defendants had knowledge of and agreed to both the objective and course of
22 action to injure Plaintiffs; (b) pursuant to their agreement, Defendants intentionally misled
23 Plaintiffs at the time and place and via the manner set forth above; and (c) pursuant to
24 their agreement, Defendants injured Plaintiffs, as set forth above.

25 849. Defendants' actions were fraudulent, oppressive, and malicious and
26 therefore warrant an award of punitive damages pursuant to Section 3294 of the California
27 Civil Code.

28

1 **FOURTH CAUSE OF ACTION**

2 **Negligent Misrepresentation**

3 **(All Plaintiffs against Defendants)**

4 850. Plaintiffs incorporate by reference all preceding paragraphs.

5 851. On Defendants' websites, in Defendants' advertising materials, and in
6 Defendants' emails and verbal conversations with Plaintiffs, Defendants represented:

7 a. That Plaintiffs would receive all the ratings needed to become commercial
8 airline pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL) through the AACA
9 at Coast and complete the AACA at Coast in 12 months (or, in 10 months
10 for those who already had their PPL);

11 b. That the entire AACA program at Coast was a set price (\$97,923, \$97,712,
12 or \$77,968, depending on the Plaintiff), which would be covered, along with
13 most of their living expenses for one year, by a single loan of no more than
14 \$110,000 or \$120,000 depending on the Plaintiff (or even less for those who
15 had their PPL);

16 c. That Plaintiffs would train five to six days per week during the AACA at
17 Coast; and

18 d. That Plaintiffs would be assigned an American Airlines pilot as a mentor
19 shortly before or shortly after starting in the AACA at Coast to assist and
20 guide them throughout the program.

21 852. These representations were false, and Defendants either knew they were
22 false or if Defendants honestly believed the representations were true, they had no
23 reasonable grounds for believing the representations were true when they made them.

24 853. Defendants intended that Plaintiffs rely on the above representations when
25 each Plaintiff decided to attend the AACA at Coast.

26 854. Plaintiffs reasonably relied on these representations in making the decision
27 to attend the AACA at Coast.

28

1 855. Plaintiffs have been harmed by their reasonable reliance on Defendants’
2 representations in that Plaintiffs gave up valuable opportunities and borrowed and spent
3 significant amounts of money to attend the AACA at Coast, but they did not receive the
4 ratings Defendants promised. Progress through the program took substantially longer and
5 cost substantially more than Defendants represented, Plaintiffs did not train five to six
6 days per week, and few Plaintiffs received mentors. Plaintiffs were either terminated or
7 forced to resign from the AACA at Coast.

8 856. Plaintiffs’ reliance on these false representations was a substantial factor in
9 causing their harm. Plaintiffs have been harmed in an amount to be proven at trial, but
10 includes: (a) the amount they spent on flight training at Coast; (b) the amount they spent
11 moving to their chosen Coast location; (c) the amount they spent on living expenses while
12 at Coast over and above what they would have spent on living expenses had they not
13 attended the AACA at Coast; (d) the wages or scholarship funds Plaintiffs gave up to
14 attend the AACA at Coast; (e) medical expenses arising from injuries Plaintiffs endured
15 during and after the AACA at Coast; (f) the economic harm caused by the damage to
16 Plaintiffs’ credit scores; (g) the cost each Plaintiff must pay to obtain the ratings they were
17 told they would earn through the AACA at Coast; and (h) compensatory damages for the
18 emotional distress Plaintiffs endured during and after their experience in the AACA at
19 Coast.

20 **FIFTH CAUSE OF ACTION**

21 **Violations of California Unfair Competition Law,**

22 **Cal. Bus. & Prof. Code § 17200 *et seq.***

23 **(All Plaintiffs against Defendants)**

24 857. Plaintiffs incorporate by reference all preceding paragraphs.

25 858. California Business & Professions Code § 17200 *et seq.* (“Section 17200”)
26 prohibits “unfair competition,” which includes “any unlawful, unfair or fraudulent
27 business act or practice and unfair, deceptive, untrue or misleading advertising” and any
28 act prohibited by Cal. Bus. & Prof. Code § 17500.

1 859. Defendants’ conduct constitutes a “business practice” under Section 17200.

2 860. Defendants violated Section 17200’s prohibition against engaging in an
3 “*unlawful*” business act or practice by making material misrepresentations, omissions,
4 and/or false promises regarding the AACA at Coast in violation of Cal. Civ. Code §§
5 1572 (actual fraud), 1573 (constructive fraud), 1709 and 1710 (deceit), 1750 *et seq.*
6 (CLRA); Cal. Bus. & Prof. Code §17500 (FAL); Tex. Bus. & Com. Code § 17.01 *et seq.*
7 (DTPA), and Texas common law. Defendants also violated Section 17200’s prohibition
8 against engaging in an “*unlawful*” business act or practice by targeting racial minorities
9 with a predatory product in violation of ECOA, and by discriminating against Plaintiffs
10 on the basis of their race in violation of Title VI, the Unruh Civil Rights Act, and Section
11 1981. Plaintiffs reserve the right to allege other violations of law which constitute other
12 unlawful business acts and practices.

13 861. Defendants violated Section 17200’s prohibition against “*fraudulent*”
14 business acts or practices through their misrepresentations and omissions regarding the
15 AACA at Coast that had a tendency to—and did—mislead the public and with intent to
16 induce reliance of Plaintiffs.

17 862. Defendants violated Section 17200 by issuing unfair, deceptive, untrue, or
18 misleading statements to Plaintiffs and the public about the AACA at Coast, including:

- 19 a. That Plaintiffs would receive all the ratings needed to become commercial
20 airline pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL) through the AACA
21 at Coast and complete the AACA at Coast in 12 months (or, for those who
22 already had their PPL, in 10 months);
- 23 b. That the entire AACA program at Coast was a set price (\$97,923, \$97,712,
24 or \$77,968, depending on the Plaintiff), which would be covered in its
25 entirety, including most of their living expenses for one year, by a single loan
26 of \$110,000 or \$120,000, depending on the Plaintiff (or, less for those who
27 had their PPL);
- 28

- 1 c. That Plaintiffs would train five to six days per week during the AACA at
- 2 Coast;
- 3 d. That Plaintiffs would be assigned an American Airlines pilot as a mentor
- 4 shortly before or shortly after starting in the AACA at Coast to assist and
- 5 guide them throughout the program; and
- 6 e. That Coast had sufficient resources, including aircraft, instructors, and other
- 7 staff, policies, and practices, to ensure Plaintiffs could train regularly and
- 8 progress through the AACA program on time and on budget.

9 863. Defendants violated Section 17200 by making unfair, deceptive, untrue, or
10 misleading statements by failing to disclose material facts about the AACA at Coast to
11 Plaintiffs and the public that were known only to Defendants and could not have been
12 discovered by Plaintiffs or the public, including that:

- 13 a. Only a small percentage of cadets in the AACA at Coast complete the
- 14 program and receive all the ratings needed to become commercial airline
- 15 pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL);
- 16 b. Most of the cadets that do finish the AACA at Coast take far longer than 12
- 17 months to do so;
- 18 c. Most of the cadets that do finish the AACA at Coast spend far more than the
- 19 quoted price (\$97,923, \$97,712, or \$77,968, depending on the cadet) and
- 20 need to borrow far more than the single loan of \$110,000 (or \$120,000,
- 21 depending on the cadet);
- 22 d. Very few, if any, cadets in the AACA at Coast train five to six days per week;
- 23 e. Very few cadets in the AACA at Coast receive an American Airlines pilot
- 24 as a mentor shortly before or shortly after starting in the program; and
- 25 f. Coast does not have sufficient aircraft, instructors, staff, policies, and/or
- 26 practices to ensure Plaintiffs could train regularly and progress through the
- 27 AACA program on time and on budget.
- 28

1 864. Defendants knew these misrepresentations and omissions were likely to
2 deceive the public, and they did in fact deceive the public, including Plaintiffs.

3 865. Defendants’ conduct also constitutes “*unfair*” business acts and practices
4 within the meaning of Section 17200 because they induced Plaintiffs (and other members
5 of the public) to spend tens of thousands of dollars to attend the AACA at Coast, but
6 Defendants did not deliver what they promised. Defendants’ practices offend public
7 policy and are unethical, oppressive, unscrupulous and violate the laws stated.
8 Defendants’ conduct caused and continues to cause substantial injury to Plaintiffs and
9 other members of the public. The gravity of Defendants’ alleged wrongful conduct
10 outweighs any purported benefits attributable to such conduct. There were also reasonably
11 available alternatives to Defendants to further their business interests.

12 866. Relying on Defendants’ representations, Plaintiffs spent tens of thousands of
13 dollars on training in the AACA at Coast, but they did not receive the ratings they were
14 promised, the training took far longer and was far more expensive than was promised,
15 they did not train five to six days per week, and they did not receive mentors as promised.
16 Plaintiffs were either terminated or forced to resign from the program before they received
17 all the ratings they needed to start their careers as pilots.

18 867. Plaintiffs have suffered injury in fact and have lost money and/or property
19 as a result of Defendants’ unlawful, fraudulent, and unfair business acts and practices and
20 are entitled to relief in the form of restitution to restore to Plaintiffs any money or property
21 which Defendants acquired by means of such practices.

22 868. Plaintiffs are also entitled to injunctive relief to prevent Defendants from
23 continuing to harm members of the public and the flight training industry with their
24 unlawful, fraudulent, and unfair business acts and practices.

25 //

26 //

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SIXTH CAUSE OF ACTION

Violations of California False Advertising Law,

Cal. Bus. & Prof. Code § 17500 *et seq.*

(All Plaintiffs against Defendants)

869. Plaintiffs incorporate by reference all preceding paragraphs.

870. California Business and Professions Code § 17500 (“Section 17500”) prohibits making or disseminating to members of the public “any statement” that is “untrue or misleading” concerning property or services offered for sale, and “which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

871. Through their websites, promotional materials, emails, and conversations with applicants, Defendants made and disseminated untrue or misleading statements regarding the AACA at Coast to Plaintiffs and the public, including:

- a. That Plaintiffs would receive all the ratings needed to become commercial airline pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL) through the AACA at Coast and complete the AACA at Coast in 12 months (or, for those who already had their PPL, in 10 months);
- b. That the entire AACA program at Coast was a set price (\$97,923, \$97,712, or \$77,968, depending on the Plaintiff), which would be covered in its entirety, including most of their living expenses for one year, by a single loan of \$110,000 or \$120,000, depending on the Plaintiff (or, less for those who had their PPL);
- c. That Plaintiffs would train five to six days per week during the AACA at Coast;
- d. That Plaintiffs would be assigned an American Airlines pilot as a mentor shortly before or shortly after starting in the AACA at Coast to assist and guide them throughout the program; and

1 e. That Coast had sufficient resources, including aircraft, instructors, and other
2 staff, policies, and practices, to ensure Plaintiffs could train regularly and
3 progress through the AACA program on time and on budget.

4 872. At the time Defendants made or disseminated these untrue and misleading
5 statements, they knew, or through the exercise of reasonable care should have known,
6 they were untrue and misleading.

7 873. Defendants made these untrue and misleading statements and omissions with
8 the intent to induce members of the public, including Plaintiffs, to enter into obligations
9 relating to the AACA at Coast, including but not limited to entering into loan agreements
10 to borrow substantial sums of money to pay for flight training at the AACA at Coast,
11 along with moving costs and living expenses associated with attending the AACA at
12 Coast.

13 874. Defendants caused these untrue and misleading statements to be made or
14 disseminated as part of a plan or scheme with the intent not to sell the services associated
15 with the AACA at Coast as advertised and/or at the price advertised.

16 875. Relying on Defendants' untrue and misleading statements, Plaintiffs spent
17 tens of thousands of dollars on training in the AACA at Coast, but they did not receive
18 the ratings they were promised, the training took far longer and was far more expensive
19 than was promised, they did not train five to six days per week, and they did not receive
20 mentors as promised. Plaintiffs were either terminated or forced to resign from the
21 program before they received all the ratings they needed to start their careers as pilots.

22 876. Plaintiffs have suffered injury in fact and have lost money and/or property
23 as a result of Defendants' untrue and misleading advertising and are entitled to relief in
24 the form of restitution to restore to Plaintiffs any money or property which Defendants
25 acquired by means of such practices.

26 877. Plaintiffs are also entitled to injunctive relief to prevent Defendants from
27 continuing to harm members of the public and the flight training industry with their untrue
28 and misleading advertising.

SEVENTH CAUSE OF ACTION

Violations of California Consumer Legal Remedies Act,

Cal. Civil Code § 1750 *et seq.*

(All Plaintiffs against Defendants)

878. Plaintiffs incorporate by reference all preceding paragraphs.

879. The California Consumers Legal Remedies Act, Cal. Civil Code § 1750 *et seq.* (CLRA) makes unlawful specific “unfair or deceptive acts or practices” undertaken in a transaction for the sale of goods or services to any consumer.

880. Plaintiffs are consumers as defined by Cal. Civ. Code § 1761(d).

881. The flight training program through the AACA at Coast constitutes “services” and/or “products” as defined by Cal. Civ. Code §§ 1761(a) and (b).

882. Defendants constitute “persons” under Cal. Civ. Code § 1761(c).

883. Plaintiffs’ purchases of flight training at Coast through the AACA and the loans they took out in order to do so constitute “transactions” as that term is defined in Cal. Civ. Code § 1761(e).

884. Defendants violated and continue to violate the CLRA by engaging in the following unfair or deceptive acts or practices specifically proscribed by Cal. Civ. Code § 1770(a), in transactions with Plaintiffs that were intended to result, or which resulted in the sale of goods or services to a consumer:

- a. In violation of Cal. Civ. Code § 1770(a)(5), Defendants represented that the AACA’s flight training program at Coast had characteristics and benefits it did not have;
- b. In violation of Cal. Civ. Code § 1770(a)(7), Defendants represented the AACA at Coast was “of a particular standard, quality, or grade” when the program was of another standard, quality, or grade; and
- c. In violation of Cal. Civ. Code § 1770(a)(14), Defendants represented that the transactions between Defendants, Plaintiffs, and the lenders from whom

1 Plaintiffs borrowed money to attend the AACA at Coast would “confer or
2 involve rights, remedies, or obligations” that they did not have or involve.

3 885. Through their websites, promotional materials, emails, and conversations
4 with applicants, Defendants made false, deceptive, and/or misleading representations
5 about the AACA at Coast to Plaintiffs and the public in violation of the CLRA, including:

- 6 a. That Plaintiffs would complete the AACA program at Coast and receive all
7 the ratings needed to become commercial airline pilots (PPL, IFR, CSEL,
8 CFI, CFII, and CMEL) through the AACA at Coast in 12 months (or, for
9 those who already had their PPL, in 10 months);
- 10 b. That the entire AACA program at Coast was a set price (\$97,923, \$97,712,
11 or \$77,968, depending on the Plaintiff), which would be covered in its
12 entirety, along with most of their living expenses for one year, by a single
13 loan of no more than \$110,000 or \$120,000, depending on the Plaintiff (or,
14 even less for those who had their PPL);
- 15 c. That Plaintiffs would train five to six days per week during the AACA at
16 Coast;
- 17 d. That Plaintiffs would be assigned an American Airlines pilot as a mentor
18 shortly before or shortly after starting in the AACA at Coast to assist and
19 guide them throughout the program; and
- 20 e. That Coast had sufficient resources, including aircraft, instructors, and other
21 staff, policies, and practices, to ensure Plaintiffs could train regularly and
22 progress through the AACA program on time and on budget.

23 886. Through their websites, promotional materials, emails, and conversations
24 with applicants, Defendants made and disseminated false, deceptive, and/or misleading
25 statements about the AACA at Coast to Plaintiffs and the public by failing to disclose
26 material facts that were known to Defendants but could not have been discovered by
27 Plaintiffs or the public, including that:

28

- 1 a. Only a small percentage of cadets in the AACA at Coast complete the
- 2 program and receive all the ratings needed to become commercial airline
- 3 pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL);
- 4 b. Most of the cadets that do finish the AACA at Coast take far longer than 12
- 5 months to do so;
- 6 c. Most of the cadets that do finish the AACA at Coast spend far more than the
- 7 quoted price (\$97,923, \$97,712, or \$77,968, depending on the cadet), and
- 8 need to borrow far more than the single loan of \$110,000 or \$120,000
- 9 depending on the cadet (or less for those who had their PPL);
- 10 d. Very few, if any, cadets in the AACA at Coast train five to six days per week;
- 11 e. Very few cadets in the AACA at Coast receive an American Airlines pilot
- 12 as a mentor shortly before or shortly after starting in the program; and
- 13 f. Coast does not have sufficient aircraft, instructors, staff, policies, and/or
- 14 practices to ensure Plaintiffs could train regularly and progress through the
- 15 AACA program on time and on budget.

16 887. As a result of Defendants' CLRA violations, each Plaintiff suffered
17 ascertainable monetary losses, which they would not have incurred but for Defendants'
18 unlawful practices, including: (a) the amount each Plaintiff spent on flight training at
19 Coast; (b) the amount each Plaintiff spent moving to their chosen Coast location; (c) the
20 amount each Plaintiff spent on living expenses while at Coast in excess of what they
21 would have spent on living expenses had they not attended the AACA at Coast; (d) the
22 wages or scholarship funds Plaintiffs gave up to attend the AACA at Coast; (e) medical
23 expenses arising from injuries some Plaintiffs endured during and after the AACA at
24 Coast; (f) the economic harm caused by the damage to Plaintiffs' credit scores; and (g)
25 the cost each Plaintiff must pay to obtain the ratings they were told they would earn
26 through the AACA at Coast.

27 888. Plaintiffs also suffered emotional distress as a direct and proximate result of
28 Defendants' unlawful conduct.

1 889. Pursuant to Cal. Civ. Code § 1782, Plaintiffs provided notice to each of the
2 Defendants in writing of the violations of Cal. Civ. Code § 1770 and demanded that
3 Defendants rectify the problems associated with the actions detailed above.

4 890. On or around September 8, 2025, counsel for each of the Defendants,
5 respectively, accepted service of the notice by email on their clients' behalf.

6 891. Defendants failed to rectify the problems within 30 days after receipt of the
7 Cal. Civ. Code § 1782 notice.

8 892. Plaintiffs seek actual damages and punitive damages for violation of the
9 CLRA pursuant to Cal. Civ. Code § 1780(a)(1), (4).

10 893. Plaintiffs are also entitled to recover attorneys' fees, costs, and expenses,
11 pursuant to Cal. Civil Code § 1780(e).

12 894. Plaintiffs seek a Court order enjoining wrongful acts and practices that
13 violate Cal. Civ. Code § 1770 under Cal. Civ. Code § 1780(a)(2).

14 **EIGHTH CAUSE OF ACTION**

15 **Violation of Texas Deceptive Trade Practices-Consumer Protection Act**

16 **Tex. Bus & Com. Code § 17.41 *et seq.***

17 **(All Plaintiffs against Defendants)**

18 895. Plaintiffs incorporate by reference all preceding paragraphs.

19 896. The Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus.
20 & Com. Code § 17.41 *et seq.* ("DTPA"), makes unlawful false, misleading, and deceptive
21 business acts or practices in the conduct of any trade or commerce.

22 897. Plaintiffs are "[c]onsumer[s]" as defined by Tex. Bus. & Com. Code §
23 17.45(4).

24 898. Defendants are "[p]erson[s]" as defined by Tex. Bus. Com. Code § 17.45(3).

25 899. The AACA at Coast's flight training program constitutes "[s]ervices" as
26 defined by Tex. Bus. Com. Code § 17.45(2).

27 900. Defendants engaged in "[t]rade" and "commerce" as defined by Tex. Bus.
28 Com. Code § 17.45(6) because they advertised and offered for sale flight training services

1 through the AACA at Coast at locations in California and Texas to Plaintiffs and the
2 public, including the people of Texas, thereby directly or indirectly affecting the people
3 of Texas.

4 901. Defendants engaged in false, misleading, and deceptive acts and practices in
5 violation of Tex. Bus. Com. Code § 17.46(b), including:

- 6 a. By representing that the AACA’s flight training program at Coast had
7 characteristics and benefits it did not have, in violation of Tex. Bus. & Com.
8 Code § 17.46(b)(5);
- 9 b. By representing that the transaction between Plaintiffs, Defendants, and/or
10 the lenders from whom Plaintiffs borrowed money to attend the AACA at
11 Coast would “confer or involve rights, remedies, or obligations” that it did
12 not have or involve, in violation of Tex. Bus. & Com. Code § 17.46(b)(12);
- 13 c. By representing the AACA at Coast was “of a particular standard, quality,
14 or grade” when the program was of another, in violation of Tex. Bus. & Com.
15 Code § 17.46(b)(7); and
- 16 d. By failing to disclose information concerning material aspects of the AACA
17 at Coast that was known at the time of the transaction with the intent to
18 induce the Cadets to enter into transactions that they would not have agreed
19 to if the information had been disclosed, in violation of Tex. Bus. & Com.
20 Code § 17.46(b)(24).

21 902. Through their websites, promotional materials, emails, and conversations
22 with applicants, Defendants made false, misleading, and deceptive representations about
23 the AACA at Coast to Plaintiffs and the public in violation of the DTPA, including:

- 24 a. That Plaintiffs would receive all the ratings needed to become commercial
25 airline pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL) through the AACA
26 at Coast and complete the AACA at Coast in 12 months (or, for those who
27 already had their PPL, in 10 months);

28

- b. That the entire AACA program at Coast would cost a set price (\$97,923, \$97,712, or \$77,968, depending on the cadet), which would be covered, along with most of their living expenses for one year, by a single loan of no more than \$110,000 or \$120,000, depending on the cadet (or less for those who had their PPL);
- c. That Plaintiffs would train five to six days per week during the AACA at Coast;
- d. That Plaintiffs would be assigned an American Airlines pilot as a mentor shortly before or shortly after starting in the AACA at Coast to assist and guide them throughout the program; and
- e. That Coast had sufficient resources, including aircraft, instructors, and other staff, policies, and practices, to ensure Plaintiffs could train regularly and progress through the AACA program on time and on budget.

903. Through their websites, promotional materials, emails, and conversations with applicants, Defendants made false, misleading, and deceptive statements about the AACA at Coast to Plaintiffs and the public by failing to disclose material facts, including that:

- a. Only a small percentage of cadets in the AACA at Coast complete the program and receive all the ratings needed to become commercial airline pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL);
- b. Most of the cadets that do finish the AACA at Coast take far longer than 12 months to do so;
- c. Most of the cadets that do finish the AACA at Coast spend far more than the quoted price (\$97,923, \$97,712, or \$77,968, depending on the Plaintiff) and need to borrow far more than the single loan of \$110,000 or \$120,000, depending on the Plaintiff;
- d. Very few, if any, cadets in the AACA at Coast train five to six days per week;

- 1 e. Very few cadets in the AACA at Coast receive an American Airlines pilot
- 2 as a mentor shortly before or shortly after starting in the program; and
- 3 f. Coast does not have sufficient aircraft, instructors, staff, policies, and/or
- 4 practices to ensure Plaintiffs could train regularly and progress through the
- 5 AACA program on time and on budget.

6 904. Defendants concealed these material facts with the intent to induce Plaintiffs
7 to borrow and pay money to attend the AACA at Coast, to give up valuable opportunities,
8 and incur other substantial costs and expenses to attend the AACA at Coast. Plaintiffs
9 would not have entered these transactions if the information had been disclosed.

10 905. Defendants failed to inform Plaintiffs of these material facts and continued
11 advertising and selling the AACA at Coast, notwithstanding its knowledge of the false,
12 misleading, and deceptive nature of their statements and omissions.

13 906. Defendants had a duty to disclose the above facts due to: (a) Defendants'
14 possession of exclusive knowledge regarding the true facts about the AACA at Coast at
15 the time of Plaintiffs agreeing to attend the AACA at Coast; (b) Defendants' active
16 concealment of the true facts about the AACA at Coast; and (c) Defendants' incomplete
17 representations about the characteristics, benefits, standard, quality, and grade of the
18 AACA at Coast, and the rights, remedies, and obligations associated with the AACA at
19 Coast.

20 907. Defendants intended to mislead Plaintiffs and induce them to rely on their
21 misrepresentations and omissions.

22 908. Defendants' misrepresentations and omissions were material because they
23 were likely to and did in fact deceive reasonable consumers.

24 909. Plaintiffs lacked knowledge about the above business acts, practices,
25 omissions, and misrepresentations because this information was known exclusively by
26 Defendants.

27 910. Plaintiffs relied on Defendants' false, misleading, and deceptive acts and
28 practices when they decided to borrow and pay substantial amounts of money, give up

1 valuable opportunities, and pay significant other costs and expenses to move to their
2 chosen Coast location and attend the AACA at Coast.

3 911. Defendants acted intentionally, knowingly, and maliciously to violate the
4 DTPA, and recklessly disregarded Plaintiffs' rights. Defendants' knowledge of the false,
5 misleading, and deceptive nature of their statements put them on notice that the AACA at
6 Coast was not as they advertised.

7 912. As a result of Defendants' DTPA violations, each Plaintiff suffered
8 ascertainable monetary losses, which they would not have incurred but for Defendants'
9 unlawful practices, including: (a) the amount each Plaintiff spent on flight training at
10 Coast; (b) the amount each Plaintiff spent moving to their chosen Coast location; (c) the
11 amount each Plaintiff spent on living expenses while at Coast in excess of what they
12 would have spent on living expenses had they not attended the AACA at Coast; (d) the
13 wages or scholarship funds Plaintiffs gave up to attend the AACA at Coast; (e) medical
14 expenses arising from injuries some Plaintiffs endured during and after the AACA at
15 Coast; (f) the economic harm caused by the damage to Plaintiffs' credit scores; and (g)
16 the cost each Plaintiff must pay to obtain the ratings they were told they would earn
17 through the AACA at Coast.

18 913. As a direct and proximate result of Defendants' false, misleading, and
19 deceptive acts and practices, Plaintiffs suffered mental anguish, including, but not limited
20 to, loss of sleep, loss of appetite, upset stomach, inability to concentrate, inability to find
21 enjoyment in everyday activities, interference with relationships with friends and family,
22 humiliation, depression, anxiety, excessive worry, panic attacks, paranoia, stomach
23 ulcers, and loss of self-esteem.

24 914. Plaintiffs did not receive the benefit of their bargains in paying to attend the
25 AACA at Coast and spent increased time and expenses dealing with the many ways the
26 AACA at Coast did not live up to what Defendants promised. Defendants' deceptive acts
27 or practices were a producing cause of Plaintiffs' injuries, ascertainable losses, economic
28 damages, and non-economic damages.

1 915. Plaintiffs seek all monetary and non-monetary relief allowed by law,
2 including economic damages, damages for mental anguish, treble damages for each act
3 committed intentionally or knowingly, court costs, reasonable and necessary attorneys'
4 fees, injunctive relief, and any other relief which the court deems proper.

5 916. Plaintiffs demand judgment against Defendants, for all actual and
6 compensatory damages together with interest, if applicable, and all costs of this action
7 and for such other and further relief as this Court and/or jury may deem just and proper.

8 917. Plaintiffs suffered direct financial damages and/or benefit of the bargain
9 damages by borrowing and paying a substantial amount of money to attend the AACA,
10 giving up valuable opportunities and paying significant other costs and expenses to attend
11 the AACA at Coast, but not receiving the benefits they paid for. Plaintiffs seek these direct
12 economic damages.

13 918. Plaintiffs also suffered incidental damages as a result of the reasonable
14 expenses incurred to earn the ratings they were told they would receive at the AACA at
15 Coast. Plaintiffs seek these incidental damages.

16 919. Plaintiffs have been required to incur attorneys' fees and court costs to
17 pursue the claims alleged herein and seek recovery for the same. Plaintiffs seek to recover
18 all attorneys' fees and costs pursuant to Tex. Civ. Prac. & Rem. Code. § 38.001(8) and
19 the Tex. Bus. & Com. Code § 17.50(d).

20 920. Pursuant to Tex. Bus. & Com. Code § 17.505, on or around September 8,
21 2025, Plaintiffs gave Defendants written notice of their specific complaints in reasonable
22 detail, including the conduct they claim violates the DTPA and the amounts of economic
23 damages, damages for mental anguish, and expenses, including attorneys' fees, they had
24 reasonably incurred to date asserting their claims against Defendants.

25 921. Plaintiffs gave Defendants the opportunity to correct their violations of the
26 DTPA, but Defendants failed to take any actions to remedy the harm that they caused.

27
28

NINTH CAUSE OF ACTION

Violation of California Unruh Civil Rights Act

California Civil Code § 51 *et seq.*

(Plaintiffs Anderson, Fogel, Khan, Kumar, Little, McGowan, Page, Sanderson, and Thelus against Defendants)

922. Plaintiffs incorporate by reference all preceding paragraphs.

923. Section 51(b) of the California Civil Code provides that “All persons within the jurisdiction of this state are free and equal, and no matter what their . . . race, color,” or “ancestry, national origin” “are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.”

924. Section 51.5 of the California Civil Code provides that:

No business establishment of any kind whatsoever shall discriminate against, boycott or blacklist, or refuse to buy from, contract with, sell to, or trade with any person in this state on account of any characteristic listed or defined in subdivision (b) or (e) of Section 51 . . . because the person is perceived to have one or more of those characteristics, or because the person is associated with a person who has, or is perceived to have, any of those characteristics.

925. Defendants are a business establishment under the Unruh Civil Rights Act. Defendants have a fixed location of business in California and/or constitute a permanent commercial force, have an online place of business that sells a service to consumers throughout California, and Defendants earn revenue or other benefits from their business activities in California.

926. Through the actions described above, Defendants have intentionally discriminated against and/or refused to provide services to persons of non-white races, color, ancestry, and/or national origin, including by terminating or forcing Plaintiffs to resign from the AACA at Coast, and also by discriminating against Plaintiffs during their time in the AACA at Coast, for no legitimate reason.

1 927. Defendants also inadequately responded to complaints of discrimination,
2 including those by Plaintiffs, which also constitutes a denial of/to advantages, facilities,
3 privileges, and services.

4 928. Pursuant to Section 52(a) of the California Civil Code, Defendants are liable
5 to Plaintiffs for each and every offense for the actual damages suffered by Plaintiffs,
6 which include (a) the amount each Plaintiff spent on flight training at Coast; (b) the
7 amount each Plaintiff spent moving to their chosen Coast location; (c) the amount each
8 Plaintiff spent on living expenses while at Coast in excess of what they would have spent
9 on living expenses had they not attended the AACCA at Coast; (d) the wages or scholarship
10 funds Plaintiffs gave up to attend the AACCA at Coast; (e) medical expenses arising from
11 injuries some Plaintiffs endured during and after the AACCA at Coast; (f) the economic
12 harm caused by the damage to Plaintiffs' credit scores; (g) the cost each Plaintiff must
13 pay to obtain the ratings they were told they would earn through the AACCA at Coast, and
14 (h) emotional distress, including anxiety, depression, sadness, humiliation,
15 embarrassment, and mental anguish.

16 929. Defendants are also liable to Plaintiffs for any amount that may be
17 determined by a jury, or a court sitting without a jury, up to a maximum of three times the
18 amount of actual damage, as well as Plaintiffs' attorneys' fees.

19 930. Plaintiffs are further entitled to all other legal and equitable relief available,
20 including injunctive relief.

21 **TENTH CAUSE OF ACTION**

22 **Race Discrimination in Violation of the Equal Credit Opportunity Act**

23 **15 U.S.C. § 1691 *et seq.***

24 **(All Plaintiffs against Defendants and Plaintiffs Khan, Chodkowski, Clark,**
25 **Johnson, Mianda, Jones, Germain, and Ortega against AAFCU)**

26 931. Plaintiffs incorporate by reference all preceding paragraphs.
27
28

1 932. 15 U.S.C. § 1691(a)(1) provides that it is “unlawful for any creditor to
2 discriminate against any applicant, with respect to any aspect of a credit transaction . . .
3 on the basis of race, color, religion, national origin, sex or marital status, or age.”

4 933. American and Coast are each a “creditor” within the meaning of 15 U.S.C.
5 § 1691a(e) because they “regularly arrange[d] for the extension, renewal, or continuation
6 of credit,” and/or were assignees of an original creditor and participated in the decision
7 to extend, renew, or continue credit to each Plaintiff.

8 934. The AAFCU is a “creditor” within the meaning of 15 U.S.C. § 1691a(e)
9 because it “extended or continued credit” to Plaintiffs Khan, Chodkowski, Clark,
10 Johnson, Mianda, Jones, Germain, and Ortega.

11 935. Each Plaintiff is an “applicant” as defined by 15 U.S.C. § 1691a(b) as they
12 were qualified for credit and applied to a creditor (Defendants and AAFCU for some
13 Plaintiffs) directly for an extension, renewal, or continuation of credit.

14 936. Defendants and AAFCU, creditors within the meaning of ECOA, maintained
15 racially discriminatory policies and engaged in acts of racial discrimination as a matter of
16 regular procedure, including by targeting non-white people with their misleading
17 advertisements and false claims.

18 937. Defendants’ and AAFCU’s credit transactions with the Plaintiffs were
19 predatory and were intentionally discriminatory and/or had a disparate negative impact
20 on non-white people, in violation of 15 U.S.C. § 1691(a)(1).

21 938. As “the purpose of [ECOA] is to promote the availability of credit to all
22 creditworthy applicants without regard to race, color, religion, national origin, sex, marital
23 status, or age” and prevent discrimination against those applying for credit, *see* 12 C.F.R.
24 § 202.1(b), ECOA still applies when members of a protected class were targeted, as they
25 were here, even if the terms of a loan themselves are not necessarily discriminatory.

26 939. Under 15 U.S.C. § 1691e(a), Defendants and AAFCU, who have failed to
27 meet the requirements of ECOA, are liable to Plaintiffs for any actual damages Plaintiffs
28 have sustained, which include: (a) the amount each Plaintiff spent on flight training at

1 Coast; (b) the amount each Plaintiff spent moving to their chosen Coast location; (c) the
2 amount each Plaintiff spent on living expenses while at Coast in excess of what they
3 would have spent on living expenses had they not attended the AACA at Coast; (d) the
4 wages or scholarship funds Plaintiffs gave up to attend the AACA at Coast; (e) medical
5 expenses arising from injuries some Plaintiffs endured during and after the AACA at
6 Coast; (f) the economic harm caused by the damage to Plaintiffs' credit scores; (g) the
7 cost each Plaintiff must pay to obtain the ratings they were told they would earn through
8 the AACA at Coast, and (h) emotional distress, including anxiety, depression, sadness,
9 humiliation, embarrassment, and mental anguish.

10 940. Defendants and AAFCU are liable to Plaintiffs for their reasonable
11 attorneys' fees. 15 U.S.C. § 1691e(d).

12 941. Defendants and AAFCU are also liable for punitive damages up to \$10,000.
13 15 U.S.C. § 1691e(b).

14 **ELEVENTH CAUSE OF ACTION**

15 **Violation of Section 1981 of the Civil Rights Act of 1866**

16 **42 U.S.C. § 1981**

17 **(All Plaintiffs Against Defendants)**

18 942. Plaintiffs incorporate by reference all preceding paragraphs.

19 943. Federal law provides that:

20 [a]ll persons within the jurisdiction of the United States shall have the
21 same right in every State and Territory to make and enforce contracts,
22 to sue, be parties, give evidence, and to the full and equal benefit of
23 all laws and proceedings for the security of persons and property as is
24 enjoyed by white citizens, and shall be subject to like punishment,
pains, and penalties, taxes, licenses, and exactions of every kind, and
to no other.

25 42 U.S.C. § 1981(a).

26 944. The right to "make and enforce contracts" is defined as including the
27 "making, performance, modification, and termination of contracts, and the enjoyment of
28 all benefits, privileges, terms, and conditions of the contractual relationship." 42 U.S.C.

1 § 1981(b). Such rights “are protected against impairment by nongovernmental
2 discrimination and impairment under color of State law.” 42 U.S.C. § 1981(c).

3 945. Both American and Coast have a contractual relationship with Plaintiffs.
4 Each Plaintiff contracted with American to pursue flight training through the AACCA when
5 they signed the AACCA Acceptance Letter.

6 946. After each Plaintiff applied to the AACCA, American offered them admission
7 into the AACCA by sending them the AACCA Acceptance Letter. In the AACCA Acceptance
8 Letter, American promised that, upon Plaintiffs accepting admission into the AACCA,
9 American would assist them in gaining admission to one of American’s partner flight
10 schools to complete their flight training through the AACCA. In offering admission into
11 the AACCA, American contemplated and intended for Plaintiffs to enter contracts with one
12 of its partner flight schools, including Coast, to complete their flight training and obtain
13 the ratings required to become an airline pilot. American’s representations on its website,
14 through promotional materials, and during admissions interviews laid out the benefits,
15 privileges, terms, and conditions by which American and its partner flight schools would
16 provide flight training to cadets in the AACCA. Based on these representations, each
17 Plaintiff contracted with American to pursue flight training through the AACCA when they
18 signed the AACCA Acceptance Letter.

19 947. After American admitted Plaintiffs to the AACCA, Coast provided each
20 Plaintiff with information about the AACCA at Coast through emails, promotional
21 materials, Coast’s website, Coast’s Program Guide, Price Sheet, and Hours Catalogue,
22 and through conversations with Coast representatives, which laid out the benefits,
23 privileges, terms, and conditions by which Coast would provide flight training to
24 Plaintiffs.

25 948. Each Plaintiff contracted with Coast to receive flight training through the
26 AACCA at Coast, including by signing the Funding Disclosure form, which described the
27 schedule, process, and plan by which Plaintiffs would pay, through their loans, for flight
28 training in the AACCA at Coast.

1 949. Through these contracts, Defendants were obligated to provide Plaintiffs
2 with a fair and equal opportunity to complete their flight training through the AACA at
3 Coast and to receive the ratings required to become an airline pilot.

4 950. Defendants discriminated against the Plaintiffs in the performance of the
5 contracts when they intentionally discriminated against them based on race. Specifically,
6 Defendants intentionally prevented Plaintiffs from having a fair and equal opportunity to
7 complete their training at the AACA at Coast and impaired Plaintiffs’ enjoyment of all
8 benefits, privileges, terms, and conditions of the contractual relationships—including by
9 dismissing them from the program or forcing them to resign—based on their race.

10 951. Plaintiffs seek damages for the injuries they have sustained as a result of
11 Defendants’ violations of 42 U.S.C. § 1981, which include, but are not limited to,
12 compensatory, consequential, and emotional distress damages.

13 952. Plaintiffs seek and Defendants are liable for punitive damages because they
14 violated 42 U.S.C. § 1981 with malice and/or reckless indifference.

15 953. Plaintiffs seek and Defendants are liable for Plaintiffs’ reasonable attorneys’
16 fees and costs. 42 U.S.C. § 1988(b).

17 **TWELFTH CAUSE OF ACTION**

18 **Violation of Title VI of the Civil Rights Act of 1964**

19 **42 U.S.C. § 2000d**

20 **(All Plaintiffs Against Coast)**

21 954. Plaintiffs incorporate by reference all preceding paragraphs.

22 955. 42 U.S.C. § 2000d provides that:

23 No person in the United States shall, on the ground of race, color, or
24 national origin, be excluded from participation in, be denied the
25 benefits of, or be subjected to discrimination under any program or
activity receiving Federal financial assistance.

26 956. Coast receives “Federal financial assistance” within the meaning of 42
27 U.S.C. § 2000d because it receives (and since at least January 2019 has received) federal
28

1 funds through the “GI Bill,” including the Post-9/11 GI Bill, the Montgomery GI Bill
2 Active Duty, and the Montgomery GI Bill Selected Reserve.

3 957. Coast deprived Plaintiffs of “terms, conditions, and privileges” of attending
4 the AACA, including by discriminating against Plaintiffs in scheduling flight times,
5 instructor assignments, grading, placement in the remedial program and dismissal, and
6 mentor assignments. Coast’s actions caused disparities in Plaintiffs’ training, flight, and
7 testing frequency and time, evaluation and grading, enforcement of policies, punishment
8 for policy violations, placement into and treatment in the remedial program, and dismissal
9 from the program—all of which contributed to Plaintiffs’ termination or forced
10 resignation from the AACA.

11 958. Plaintiffs received fewer opportunities and harsher treatment than their white
12 peers.

13 959. Coast’s acts, policies, and practices are intentionally discriminatory against
14 non-white cadets and subject non-white cadets to intentional discrimination in Coast’s
15 programs and activities.

16 960. Plaintiffs seek damages for the injuries they have sustained as a result of
17 Defendants’ intentional discrimination, which include, but are not limited to,
18 compensatory, consequential, and emotional distress damages.

19 961. Plaintiffs seek and Defendants are liable for Plaintiffs’ reasonable attorneys’
20 fees and costs.

21 **THIRTEENTH CAUSE OF ACTION**

22 **Violation of Racketeer Influenced and Corrupt Organizations Act**

23 **18 U.S.C. § 1961 *et seq.***

24 **(All Plaintiffs against Defendants and AAFCU)**

25 962. Plaintiffs incorporate by reference all preceding paragraphs.

26 963. The federal Racketeer Influenced and Corrupt Organizations (“RICO”)
27 statute provides, in relevant part:
28

1 It shall be unlawful for any person employed by or associated with
2 any enterprise engaged in, or the activities of which affect, interstate
3 or foreign commerce, to conduct or participate, directly or indirectly,
4 in the conduct of such enterprise's affairs through a pattern of
5 racketeering activity or collection of unlawful debt.

6 18 U.S.C. § 1962(c).

7 964. Defendants and AAFCU are “person[s]” within the meaning of RICO
8 because they were “entit[ies] capable of holding a legal or beneficial interest in
9 property[.]” *See* 18 U.S.C. § 1961(3).

10 965. The AACA is an “enterprise” within the meaning of RICO because it
11 “includes any individual, partnership, corporation, association, or other legal entity, and
12 any union or group of individuals associated in fact although not a legal entity.” *See* 18
13 U.S.C. § 1961(4).

14 966. As set forth above, Defendants and AAFCU were associated with the AACA
15 (a RICO enterprise) and conducted and participated in the AACA's affairs through a
16 pattern of racketeering activity, as defined in 18 U.S.C. § 1961(1) and (5), including by
17 engaging in numerous and repeated uses of interstate wire communications to execute a
18 scheme to defraud Plaintiffs and other cadets to attend the AACA at Coast, in violation
19 of 18 U.S.C. § 1343.

20 967. Defendants and AAFCU established and used the AACA to carry out,
21 through a pattern of racketeering activity, the scheme to defraud cadets to attend the
22 AACA at Coast.

23 968. Each Defendant and AAFCU committed, or aided and abetted, the
24 commission of at least two acts of racketeering activity, i.e., indictable violations of 18
25 U.S.C. § 1343, within the past 10 years.

26 969. These multiple acts of racketeering activity that Defendants and AAFCU
27 committed and/or aided and abetted in the commission of, were related to each other, pose
28 a threat of continued racketeering activity, and therefore constitute a “pattern of
racketeering activity” under 18 U.S.C. § 1961(5).

1 970. Defendants’ and AAFCU’s predicate acts of racketeering within the
2 meaning of 18 U.S.C. § 1961(1) include wire fraud. Defendants and AAFCU violated 18
3 U.S.C. § 1343 by, *first*, devising a scheme or artifice to defraud or obtain money from
4 cadets, including Plaintiffs, by means of false or fraudulent pretenses, representations, or
5 promises about the AACA at Coast, and *second*, transmitting or causing to be transmitted
6 writings, signs, signals, pictures, or sounds via wire for the purpose of executing such
7 scheme or artifice. The materials include, but are not limited to, misrepresentations on
8 Defendants’ and AAFCU’s websites, promotional materials and information sent to
9 Plaintiffs by email, conversations during interviews conducted by Zoom, interstate credit
10 card transactions, and other electronic financial transactions.

11 971. Defendants and AAFCU used, created, or made false or fraudulent pretenses,
12 representations, and/or promises to Plaintiffs and the public about the AACA at Coast,
13 including:

- 14 a. That Plaintiffs would complete the AACA at Coast in 12 months (or, in 10
15 months for those who already had their PPL) and receive all the ratings
16 needed to become commercial airline pilots (PPL, IFR, CSEL, CFI, CFII,
17 and CMEL) through the AACA at Coast;
- 18 b. That the entire AACA program at Coast, including most of their living
19 expenses for one year, was a set price that would be covered by a single loan
20 of no more than \$110,000 (or, even less for those who had their PPL);
- 21 c. That Plaintiffs would train five to six days per week during the AACA at
22 Coast;
- 23 d. That Plaintiffs would be assigned an American Airlines pilot as a mentor
24 shortly before or shortly after starting in the AACA at Coast to assist and
25 guide them throughout the program; and
- 26 e. That Coast had sufficient resources, including aircraft, instructors, and other
27 staff, policies, and practices, to ensure Plaintiffs could train regularly and
28 progress through the AACA program on time and on budget.

1 972. Defendants and AAFCU also created false or fraudulent pretenses,
2 representations, and promises by failing to disclose material facts about the AACA at
3 Coast to Plaintiffs and the public, including that:

- 4 a. Only a small percentage of cadets in the AACA at Coast complete the
5 program and receive all the ratings needed to become commercial airline
6 pilots (PPL, IFR, CSEL, CFI, CFII, and CMEL);
- 7 b. Most of the cadets that do finish the AACA at Coast take far longer than 12
8 months to do so (or 10 months for those who already had their PPL);
- 9 c. Most of the cadets that do finish the AACA at Coast spend far more than the
10 quoted price and need to borrow far more than the single loan of \$110,000;
- 11 d. Very few, if any, cadets in the AACA at Coast train five to six days per week;
- 12 e. Very few cadets in the AACA at Coast receive an American Airlines pilot
13 as a mentor shortly before or shortly after starting in the program; and
- 14 f. Coast does not have sufficient aircraft, instructors, staff, policies, and/or
15 practices to ensure Plaintiffs could train regularly and progress through the
16 AACA program on time and on budget.

17 973. Defendants and AAFCU either knew or recklessly disregarded that these
18 were material misrepresentations and/or omissions.

19 974. Defendants and AAFCU obtained money from Plaintiffs and other cadets as
20 a result of these violations of 18 U.S.C. § 1343.

21 975. Plaintiffs have been injured in their business or property by Defendants' and
22 AAFCU's racketeering activity, including their overt acts of wire fraud.

23 976. Plaintiffs have suffered injury to their business or property due to
24 Defendants' and AAFCU's RICO violations, including (a) the amount they spent on flight
25 training at Coast; (b) the amount they spent moving to their chosen Coast location; (c) the
26 amount they spent on living expenses while at Coast over and above what they would
27 have spent on living expenses had they not attended the AACA at Coast; (d) the wages or
28 scholarship funds Plaintiffs gave up to attend the AACA at Coast; (e) medical expenses

1 arising from injuries Plaintiffs endured during and after the AACA at Coast; (f) the
2 economic harm caused by the damage to Plaintiffs' credit scores; and (g) the cost each
3 Plaintiff must pay to obtain the ratings they were told they would earn through the AACA
4 at Coast.

5 977. Without Defendants' and AAFCU's RICO violations, Plaintiffs would not
6 have incurred these losses because they would not have chosen to attend the AACA at
7 Coast.

8 978. Plaintiffs' injuries were directly and proximately caused by Defendants' and
9 AAFCU's racketeering activity.

10 979. Defendants and AAFCU knew and intended that Plaintiffs would rely on the
11 misrepresentations and omissions that they transmitted via wire as part of this scheme to
12 defraud. Defendants and AAFCU knew and intended for Plaintiffs to materially alter their
13 positions, borrow, and pay tens of thousands of dollars to attend the AACA at Coast as a
14 result of this scheme.

15 980. Under 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages
16 as well as the cost to bring this action and their reasonable attorneys' fees.

17 **FOURTEENTH CAUSE OF ACTION**

18 **Defamation**

19 **(All Plaintiffs Against Coast)**

20 981. Plaintiffs incorporate by reference all preceding paragraphs.

21 982. Defendant Coast made false and disparaging statements to American about
22 each Plaintiff's training performance during the AACA and their aptitude to be pilots.

23 983. Specifically, Coast stated verbally and in writing to American that each
24 Plaintiff is not capable of completing the flight training needed to become an airline pilot.

25 984. Coast included false and disparaging information about Plaintiffs' flight
26 training performance in various documents, including flight logs, letters of caution,
27 training memoranda, termination letters, and emails, which Coast shared with American.

28 985. The statements Coast made are false.

1 986. At the time Coast made these statements, Coast knew or should have known
2 that the statements were false. These statements constitute defamation.

3 987. As a result of Coast's false and negative statements to American, Plaintiffs
4 have lost credibility and have lasting negative, false performance records that American
5 will consider when deciding whether to hire them as pilots, and/or whether to admit them
6 into cadet programs or recommend them for hire at American's regional airlines.

7 988. The statements Coast made are defamatory and cause injury to the Plaintiffs'
8 occupations, careers, and reputations, particularly in (but not limited to) the aviation
9 industry. As a result of Coast's unlawful conduct, Plaintiffs have suffered and will
10 continue to suffer harm, including but not limited to lost earnings, lost future employment
11 opportunities, humiliation, embarrassment, reputational harm, emotional and physical
12 distress, mental anguish, discouragement of others from associating with Plaintiffs, and
13 other economic and non-economic damages.

14 989. Coast made these statements with malice and knew or should have known
15 that these statements would harm and damage Plaintiffs' professional reputations, which
16 the statements did.

17 990. Coast is liable for statements made by its staff, including administrators and
18 instructors, because they took place within the scope of their employment. Coast's staff
19 made these statements while acting on behalf of Coast. The statements were made and/or
20 ratified by Coast executives, managers, and/or representatives.

21 991. Coast's defamatory statements to American caused harm to Plaintiffs'
22 business, trade, profession, or occupation, damage to their professional reputations,
23 emotional distress, and medical expenses.

24 **VI. PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs demand judgment in their favor and against the
26 Defendants, jointly and severally:
27
28

- 1 a. Award actual damages to Plaintiffs in an amount no less than \$36 million
- 2 pursuant to Cal. Civ. Code § 52(2); 15 U.S.C. § 1691e(a); and other
- 3 applicable law;
- 4 b. Award compensatory damages to Plaintiffs in an amount to be determined
- 5 by the jury that would fully compensate Plaintiffs for their injuries caused
- 6 by the conduct of Defendants alleged herein, including but not limited to the
- 7 compensation for the funds Plaintiffs have paid or owe for tuition at Coast;
- 8 c. Award punitive damages to Plaintiffs in an amount to be determined by the
- 9 jury;
- 10 d. Award to Plaintiffs their reasonable attorneys' fees and costs pursuant to 15
- 11 U.S.C. § 1691e(d), 42 U.S.C. § 1988(b), Cal. Civ. Code § 52(b); and other
- 12 applicable law;
- 13 e. Award to Plaintiffs equitable relief, including restitution, pursuant to 15
- 14 U.S.C. § 1691e(c); Cal. Bus. & Prof. Code § 17200; and other applicable
- 15 law;
- 16 f. Award to Plaintiffs declaratory relief including by finding that Defendants
- 17 violated the ECOA, the Unruh Civil Rights Act, Section 1981, and Title VI
- 18 by acting in a discriminatory fashion toward non-white cadets;
- 19 g. Award injunctive relief directing Defendants and their directors, officers,
- 20 agents, and employees to take all affirmative steps necessary to remedy the
- 21 effects of the conduct described in this Complaint and to prevent additional
- 22 instances of such conduct or similar conduct from occurring in the future,
- 23 including but not limited to requiring Defendants to cease discriminating
- 24 against current and former AACA cadets, and to cease collecting outstanding
- 25 amounts and interest on Plaintiffs' loans;
- 26 h. Award Plaintiffs pre-judgment and post-judgment interest; and
- 27 i. Grant such other and further relief as this Court deems just and equitable.
- 28

1 **VII. DEMAND FOR JURY TRIAL**

2 Plaintiffs demand a jury trial for all triable issues of fact.

3
4 Respectfully submitted,

5 SANFORD HEISLER SHARP MCKNIGHT, LLP

6
7 Dated: December 16, 2025

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