

The Accommodation Subscription

Tiered artificial intelligence accessibility, reliance, and the nondelegable duty in public education

Captions, transcripts, and synthetic speech are auxiliary aids and services. On the major educational artificial intelligence platforms they are also priced.

WHAT A LICENSE ACTUALLY IS

A district that licenses a platform is not buying software. It is choosing the instrument through which it delivers its own program.

A student in that district cannot elect a different one. Edition and add-on selections are made once, at the level of the tenant, and apply to every account inside it.

So when the platform sorts its accessibility functions across price tiers, the purchasing decision becomes an allocation of access, made by an entity that owes a duty it cannot hand off.

One platform is the worked example. One district is the defendant: the district that bought the tier below.

THE CLAIM

Two violations, and neither one needs the other.

IN THE HANDS OF THE DISTRICT

Title II and Section 504

The purchasing public entity owes a duty that runs through its own contracts and licenses and cannot be discharged by procurement.

IN THE HANDS OF THE VENDOR

Title III

The vendor's own service, delivered to the student, is configured so that a class of students cannot enjoy it equally.

The argument depends on no doctrinal reform. Every proposition it uses is settled, and the central claims ask no court to extend anything.

THE THREE LEGS

Nothing here is new law.

1 The duty runs through the contract.

A public entity may not discriminate directly or through contractual, licensing, or other arrangements. Buying the tier is the arrangement, and procurement does not discharge the obligation.

2 An aid must be effective, not merely present.

The regulation requires the aid to work for the individual, and requires the entity to give primary consideration to what that individual says they need.

3 The cost of equal treatment cannot be placed on the people who need it.

The surcharge rule names the provision of auxiliary aids as its leading example of a cost that may not be shifted.

THREE DISCLAIMERS

What the article does not argue.

That a vendor must give away its product.

It argues that a covered entity may not distribute the cost of nondiscriminatory treatment onto the class that requires it, and that a public entity may not discharge its own obligation by declining to buy the version of a tool that works.

That the free captioning function is irrelevant.

It argues the opposite. The free function is the baseline against which effectiveness is measured, and its inadequacy for particular students is what the record will show.

That the physical nexus doctrine needs expanding.

The vendor against which the Title III count is brought operates physical retail locations open to the public, which satisfies even the narrowest circuit formulation. The harder case of a vendor with no premises is taken up separately, as an alternative posture.



The Architecture of the Gate

The tiers as the vendor itself describes them

The gate is not a single line item. Accessibility functions are distributed across the upper two of three levels.

THE VENDOR'S OWN TAXONOMY

The commitment to universal access and the price condition sit on the same page.

The page sorts its features into four categories, each named for the disabilities the listed features serve:

Display and vision

Motor and dexterity

**Cognitive and spoken
feedback**

Audio and captions

The taxonomy forecloses the characterization of these functions as general productivity features that happen to benefit disabled users. The vendor has already classified them by the impairment they address.

THREE TIERS, NOT ONE

What is gated, and where the gate sits.

FUNCTION	THE VENDOR'S STATED PURPOSE	WHERE IT IS PRICED
Automated meeting transcription	To assist people with limited working memory and those who need additional processing time.	A paid edition of Google Workspace for Education.
Live translated captioning in Google Meet	Listed by the vendor under audio and captions, for deaf and hard of hearing users.	The paid Google AI Pro for Education add-on.
In-document listening in Google Docs	Synthetic speech with adjustable voices and adjustable playback speed.	The same paid add-on.

The transcription gate operates at the level of the tenant's edition rather than as an optional feature, so a district on the no-cost edition cannot reach the function at all without upgrading its entire deployment.

SOURCES Accessibility Features in Google for Education, https://edu.google.com/intl/ALL_us/our-values/accessibility/ (last visited Aug. 1, 2026); Compare Google Workspace for Education Editions, <https://edu.google.com/workspace-for-education/editions/compare-editions/> (last visited Aug. 1, 2026).

WHAT IS FREE

Offered at no stated cost on the same page

- Closed captioning in Google Meet and Google Slides
- Caption tracks on Drive files
- Browser-level live captioning
- A select-to-speak function
- A reading mode with synthetic speech
- Optical character recognition that reads scanned documents aloud

WHY THE LIST STARTS THE ARGUMENT

An adversary will lead with this list. It proves the claim rather than defeating it.

Congress and the Department of Justice did not write a rule requiring covered entities to provide something in the general vicinity of an aid. The rule requires the aid to be effective for the individual, and it requires the entity to give primary consideration to what that individual says they need.

So the free function is the baseline. The question is whether it works.

THE MEASURED RECORD

The thresholds at which automatic captioning starts to work, and where it usually sits.

85%

Learning gains for students with disabilities using speech recognition captioning have been observed only where transcription accuracy reached at least this figure.

90%

Other work places the classroom threshold here, and holds that 98 percent or better may be required to preserve the meaning and intent of the message.

Below

Actual accuracy rates are most often too low for deaf and hard of hearing students in ordinary educational settings.

A vendor answering with a headline accuracy figure has not answered. Word error rate correlates poorly with whether deaf and hard of hearing users can actually use the resulting caption, and machine caption errors impose greater cognitive demand on the reader than human errors do.

SOURCES Abraham Glasser, Kesavan Kushalnagar & Raja Kushalnagar, *Deaf, Hard of Hearing, and Hearing Perspectives on Using Automatic Speech Recognition in Conversation*, in Proceedings of the 19th International ACM SIGACCESS Conference on Computers and Accessibility 427, 429 (2017); Sushant Kafle & Matt Huenerfauth, *Evaluating the Usability of Automatically Generated Captions for People Who Are Deaf or Hard of Hearing*, in same Proceedings 165 (2017); Sushant Kafle, Peter Yeung & Matt Huenerfauth, *Evaluating the Benefit of Highlighting Key Words in Captions for People Who Are Deaf or Hard of Hearing*, in Proceedings of the 21st International ACM SIGACCESS Conference on Computers and Accessibility 43 (2019).

WHERE THE FREE FUNCTION STOPS

Two students, and the priced function each of them needs.

A CAPTION IN A LANGUAGE THEY DO NOT READ

Monolingual captions are free. Translated captions are priced.

Research on media accessibility proceeds from the finding that the surrounding spoken language typically functions as a second language for deaf and hard of hearing readers, and testing them with instruments designed for foreign learners places them at markedly lower reading proficiency levels than hearing controls on the same instrument. Lower reading literacy also makes fast moving captions harder to follow.

A RECORD THAT VANISHES AS IT SCROLLS

Captions are free. The transcript is priced.

The transient information effect occurs when explanatory information disappears before the learner has adequately processed it, producing inferior learning compared with a more permanent source. A permanent written record can be revisited and therefore consumes fewer working memory resources than transitory text that must be held while it is integrated.

In each case the free function exists, does not work for the student, and the function that does work is priced.

SOURCES Paweł Aleksandrowicz, *The Reading Comprehension Skill of d/Deaf and Hard-of-Hearing Poles and Its Importance for Media Accessibility*, 2 J. Audiovisual Translation 26 (2019); Kafle, Yeung & Huenerfauth (2019); Anne-Marie Singh, Nadine Marcus & Paul Ayres, *The Transient Information Effect: Investigating the Impact of Segmentation on Spoken and Written Text*, 26 Applied Cognitive Psych. 848 (2012); Wayne Leahy & John Sweller, *Cognitive Load Theory, Modality of Presentation and the Transient Information Effect*, 25 Applied Cognitive Psych. 943 (2011).

A CONSISTENT SHAPE

The same architecture appears twice more, and each instance is offered for what it is.

PATTERN, NOT COUNT

The analytics gate

Read Along in Google Classroom is available at no cost to all education users, while the analytics that track a student's reading progress over time and across assignments are restricted to the higher edition and a separate add-on. The student-facing support is free; the instrument that would let a district identify which students are struggling is paid.

Longitudinal reading data is not itself an auxiliary aid. It is the evidentiary layer on which identification and placement decisions rest, which situates it in the district's methods of administration and in its duty to identify students who may need services.

A SECOND VENDOR, DESCRIBED PRECISELY

A free period with a stated end date

OpenAI offers ChatGPT for Teachers free to verified United States kindergarten through twelfth grade educators through June 2027, and states in its own documentation that after that date it may introduce or adjust pricing. The same documentation states that the plan is not for students.

Two consequences run in opposite directions. Because the product is not student facing, it does not presently generate the student side auxiliary aids claim. Because the free period has an announced end and the price is reserved, it is the clearest available illustration of the reliance mechanism examined later.

SOURCES Read Along in Google Classroom Is Now Available to All Education Users to Support Foundational Literacy, Google Workspace Updates (June 25, 2026); Read Along in Google Classroom, Classroom Help; 34 C.F.R. § 300.111 (child find); 34 C.F.R. § 104.35 (evaluation and placement); ChatGPT for Teachers, OpenAI Help Center, <https://help.openai.com/en/articles/12844995-chatgpt-for-teachers> (last visited Aug. 1, 2026); A Free Version of ChatGPT Built for Teachers, OpenAI (Nov. 19, 2025).



The Gated Functions Are Auxiliary Aids and Services

And the standard is effectiveness, not existence

Transcription and captioning are not analogous to auxiliary aids. They are enumerated in the regulatory definitions.

ENUMERATED, NOT ANALOGOUS

The definition is a list, and the priced functions are on it.

FOR AURALLY DELIVERED INFORMATION

Real-time computer-aided transcription services, and open and closed captioning, including real-time captioning, among the methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

Synthetic speech applied to a document is an audio recording of visually delivered material and, on the vendor's own account, is offered to make written material available to students who cannot use it as printed.

FOR VISUALLY DELIVERED MATERIALS

Audio recordings, screen reader software, and accessible electronic and information technology, among the methods of making visually delivered materials available to individuals who are blind or have low vision.

EFFECT ON READING COMPREHENSION

.35

Average weighted effect size for students with reading disabilities, with a 95 percent confidence interval from .14 to .56.

The two attributes behind the add-on are the two the literature identifies as doing the work.

- Students with dyslexia are significantly more on task when reading with text to speech than when reading at their own pace.
- Comprehension improves in both disabled and typically developing readers.
- Reading rate improves across grade groups.

Adjustable playback speed and voice selection are the parameters that carry the benefit, and they are the parameters the vendor places behind its paid add-on.

SOURCES Sarah G. Wood, Jerad H. Moxley, Elizabeth L. Tighe & Richard K. Wagner, *Does Use of Text-to-Speech and Related Read-Aloud Tools Improve Reading Comprehension for Students with Reading Disabilities? A Meta-Analysis*, 51 J. Learning Disabilities 73, 77 (2018); Paola Bonifacci, Elisa Colombini & Michele Marzocchi, *Text-to-Speech Applications to Reduce Mind Wandering in Students with Dyslexia*, 38 J. Computer Assisted Learning 440 (2022); Sofia Grönér, Per Östberg & Martina Hedenius, *The Compensatory Effect of Text-to-Speech Technology on Reading Comprehension and Reading Rate in Swedish Schoolchildren with Reading Disability*, 33 J. Special Educ. Tech. 98 (2018).

THE STANDARD, STATED TWICE

Not as effective is the violation. The regulation says it once for Title II and once for Section 504.

A public entity may not, directly or through contractual, licensing, or other arrangements, provide a qualified individual with a disability an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others.

PRIMARY CONSIDERATION

In determining which aids are necessary, a public entity must give primary consideration to the requests of individuals with disabilities. So a district cannot answer a student who needs a transcript by pointing to a caption stream. The regulation directs it to start from what the student asked for.

EQUAL OPPORTUNITY

And a district cannot answer a student who needs translated captions by pointing to monolingual captions, because a caption in a language the student does not read is not as effective in affording an equal opportunity to reach the same level of achievement.

SOURCES 28 C.F.R. § 35.130(b)(1)(iii); 34 C.F.R. § 104.4(b)(1)(iii) (prohibiting provision of an aid, benefit, or service "that is not as effective as that provided to others"); 28 C.F.R. § 35.160(b)(1)-(2).

IV

The District

Title II, Section 504, and the duty that runs through the license

A public school district is a public entity subject to Title II and a recipient of federal financial assistance subject to Section 504. Naming a district avoids both an immunity question and a state attribution question.

THE CHAPEAU

“Directly or through contractual, licensing, or other arrangements.”

A district that selects a license tier is making a contractual arrangement, and the prohibition reaches it in terms. The vendor designed the tier. The district bought it. Nothing in the regulation makes the vendor's design a defense, and everything in the phrase above anticipates the argument that a covered entity may route its obligations through a contract and be free of them.

A FURTHER HOOK, WITH NO TITLE II TWIN

A recipient may not aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to an organization or person that discriminates on the basis of disability in providing any aid, benefit, or service to the beneficiaries of the recipient's program. A district that renews a multi-year license with a vendor whose product allocates auxiliary aids by price is supplying that assistance with knowledge of the allocation.

TWO MORE PROVISIONS, IN ORDER OF WEIGHT

The procurement architecture is the method of administration.

A public entity may not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination, nor apply eligibility criteria that screen out or tend to screen out a class of individuals with disabilities unless the criteria are necessary.

What the architecture looks like has been studied. In a multisite study of districts selected as leading edge in educational technology adoption, purchasing decisions turned on teacher interest, usage data, and interoperability; student learning outcome data was not uniformly emphasized; and subscription products were added quickly or dropped based on how teachers were using them. If that is the process at districts chosen for their sophistication, the assumption that a typical district independently evaluates whether a tier serves its disabled students does not survive contact with the record.

The claim must plead the mechanism, meaning the specific functions gated and the specific students who require them, rather than a statistical disparity at large.

THE WEB RULE, IN A SUBORDINATE POSITION

The Title II web rule requires a public entity to ensure that content it provides or makes available, directly or through contractual, licensing, or other arrangements, is readily accessible. That general statement is not date-limited. The technical requirement is.

2027 April 26, for a public entity other than a special district government with a total population of 50,000 or more.

2028 April 26, for a public entity with a population under 50,000 or any special district government.

Part 35 does not define special district government, so which date applies to an independent school district should be settled before the count is pleaded.

SOURCES 28 C.F.R. § 35.130(b)(3)(i); *accord* 34 C.F.R. § 104.4(b)(4)(i); 28 C.F.R. § 35.130(b)(8); 28 C.F.R. § 35.200(a)(1)-(2), (b)(1)-(2); *Alexander v. Choate*, 469 U.S. 287 (1985); Sara Dexter, Aubrey Francisco & Christina Luke Luna, *Five Leading-Edge K-12 Districts' Decision-Making Processes for EdTech Innovations*, 59 J. Educ. Administration 352 (2021).

THE UNDUE BURDEN DEFENSE

Four requirements, and a district that bought the base tier will typically satisfy none of them.

A written statement of reasons

There is none, because nobody wrote one.

A decision by the head of the entity

There is none, because the decision was made in a procurement cycle.

Consideration of all available resources

There is none, because the tier was selected against a technology line item rather than the whole budget.

Every other action that would not burden

Procuring the aid elsewhere, contracting for human transcription, or buying the add-on only for the students who need it.

The defense is not weak on these facts. It is usually unavailable on them, and its unavailability is a documentary question rather than a contested one.

SOURCES 28 C.F.R. § 35.164 (burden of proof on the public entity; determination by the head of the entity or designee; consideration of all resources available for use in the funding and operation of the service, program, or activity; written statement of reasons; duty to take any other action that would not result in such burdens).

THE RULE, AND THE TEST COURTS APPLY

The provision of auxiliary aids is the leading example of a cost that may not be shifted.

The regulation does not confine itself to a charge itemized against a named person. It reaches a surcharge on any group of individuals with disabilities. And it does not treat auxiliary aids as an incidental illustration.

ONE LIMIT, STATED RATHER THAN DISCOVERED

The Department of Education's Section 504 regulation contains no surcharge provision. Against the district the argument runs under Title II. Against the vendor it runs under Title III.

That framing identifies the remedy. This is not a request that a vendor give away a product. It is a request that the price of nondiscriminatory treatment be carried by the base tier, which is what the regulation has always required of a covered entity that would rather charge for access.

THE THREE ELEMENTS

- 1 **The charge is a surcharge.** A charge is a surcharge if it exceeds the usual or normal amount, and that amount may be zero. The add-on price is by construction an amount in excess of the base tier.
- 2 **The measures are required.** The aids are enumerated in the regulatory definitions, and where a public entity chooses a particular method of ensuring access, the method it chose becomes the required measure.
- 3 **It falls only on people with disabilities.** This is the fight. It does not fall on them by name. Incidence, not billing address, is what the provision polices: a district that buys only the base tier withholds the effective aid from one class and from no one else.

SOURCES 28 C.F.R. § 35.130(f); 28 C.F.R. § 36.301(c); *Duprey v. Connecticut, Dep't of Motor Vehicles*, 28 F. Supp. 2d 702 (D. Conn. 1998); *Klingler v. Director, Dep't of Revenue*, 433 F.3d 1078 (8th Cir. 2006); 34 C.F.R. pt. 104 (eCFR ed. July 24, 2026) (no surcharge provision).

THE BUNDLING ANSWER

“It is sold to the district, it contains many unrelated functions, and it is optional.”

Bundling is not a defense.

A rule that could be defeated by wrapping a required auxiliary aid inside a package of unrelated goods would be a drafting exercise rather than a prohibition, and the regulation's reference to a group rather than an individual indicates that aggregation was contemplated.

The package is already sorted by impairment.

The characterization of the add-on as undifferentiated productivity is unavailable on this record, because the vendor has already classified these functions by the disability each addresses.

The payor does not change the incidence.

Where a purchase is required for a class of students to receive an effective aid and is not required for anyone else, the cost of nondiscriminatory treatment has been placed on that class. A public agency writing the check does not relocate it.

The instruction courts have given elsewhere: an entity that wishes to pass on the cost of an access measure must pass it to everyone rather than to the protected class alone.

SOURCES 28 C.F.R. § 35.130(f); 28 C.F.R. § 36.301(c); *Duprey v. Connecticut, Dep't of Motor Vehicles*, 28 F. Supp. 2d 702 (D. Conn. 1998); *Klingler v. Director, Dep't of Revenue*, 433 F.3d 1078 (8th Cir. 2006).

VI

Reliance, Withdrawal, and Remedy

The harm arrives later than the purchase

The aid is withdrawn from a student who had it, for a reason the student cannot reach: a price set by a party outside the relationship.

THE MECHANISM

The gap between tiers is engineered rather than accidental, and its size is a decision.

VERSIONING

In the economics of information goods this arrangement has a name and a design logic: a seller offers a functionally degraded version alongside a full one in order to sort buyers by willingness to pay. The restrictions placed on the free version are not incidental to that design. They are the instrument by which it operates.

This article draws no inference about any vendor's intent from that literature, and does not need to.

WHERE THE HARM ARRIVES

A student who receives an aid at the start of a school year does not experience it as a licensing decision. The student adapts to it, learns through it, and organizes their participation in the classroom around it.

Then the price of the paid tier rises, or a grant expires, or a district reallocates its technology budget, and the aid is withdrawn from a student who had it. The district's stated reason will be cost, and the cost will have been set by a party the student cannot reach.

Nothing in that sequence is speculative. At least one vendor in this market has announced the schedule in advance, offering an education product at no cost through a stated date and reserving the right to introduce or adjust pricing afterward. A district that builds instructional practice around a tool during such a period is on notice that the period ends. So is the vendor. What neither has committed to is what happens to the student who by then depends on the function.

SOURCES Paul Belleflamme, *Versioning in the Information Economy: Theory and Applications*, 51 CESifo Econ. Stud. 329 (2005); Christine Halmenschlager & Patrick Waelbroeck, *Fighting Free with Free: Freemium vs. Piracy* (2014); ChatGPT for Teachers, OpenAI Help Center (last visited Aug. 1, 2026).

TWO CLAIMS, COMPARED

Withdrawal, not the initial purchase, is the actionable event.

WHAT THE CASE MUST SHOW	DENIAL AT THE OUTSET	WITHDRAWAL AFTER RELIANCE
The baseline	A court must determine what the student would have needed.	A baseline of effectiveness established by the district's own deployment.
The reliance	Hypothetical.	Documented in the student's plan and coursework.
The loss	Argued from need.	Regression measurable against that baseline, which is also the evidence on damages.

The consequence of losing an assistive technology a person has come to rely on is a studied phenomenon rather than an intuition. Abandonment and non-use of provided assistive technology have been documented for three decades, and the determinants are grouped as personal, device related, environmental, and intervention related rather than as a failure of the user. The strand of that work most on point locates abandonment in the perceived quality of the delivery process itself, which is to say in how the provider administers the provision. A district that ends a subscription is administering the provision.

SOURCES Betsy Phillips & Hongxin Zhao, *Predictors of Assistive Technology Abandonment*, 5 Assistive Tech. 36 (1993); Roelof Wessels, Bea Dijcks, Mathijs Soede, Lars Lyhne Gelderblom & Luc De Witte, *Non-Use of Provided Assistive Technology Devices, a Literature Overview*, 15 Tech. & Disability 231 (2003); Stefano Federici & Simone Borsci, *Providing Assistive Technology in Italy: The Perceived Delivery Process Quality as Affecting Abandonment*, 11 Disability & Rehabilitation: Assistive Tech. 22 (2016).

COST DOES NOT DEFINE THE OBLIGATION

A vendor's decision to reprice a tier is not a change in what a student needs.

Where an assistive technology device or service is required as part of a child's special education, related services, or supplementary aids and services, the public agency must ensure it is made available. Rejecting a proposed multi-factor test that would have folded cost into the definition of a district's duty, the Supreme Court observed that accommodating the cost concerns Congress may have had is a different exercise from using cost itself as the definition, and that a district cannot limit educational access by pointing to the limitations of its existing resources.

WHY THIS MAKES THE DISTRICT THE RIGHT DEFENDANT

The vendor sets the price and owes no duty to the student under the education statutes.

The district owes the duty and does not set the price.

The student's loss is produced by the interaction of the two, and only one of them is answerable for it.

That asymmetry is not a defect in the case. It is the reason the nondelegable duty exists.

SOURCES 34 C.F.R. § 300.105(a); see 34 C.F.R. §§ 300.5, 300.6; 34 C.F.R. § 104.33(b)(1); *Cedar Rapids Cmty. Sch. Dist. v. Garret F.*, 526 U.S. 66 (1999) (the decision does not hold that expense is always irrelevant and expressly did not reach any threshold for undue burden).

THE CONCESSION, AND WHAT SURVIVES

One category is gone. The category this case needs is not.

CONCEDED**Emotional distress damages**

Unrecoverable in private actions under the Spending Clause antidiscrimination statutes, and now extended to Title II through the statute's own reference to the Rehabilitation Act, which adopts the remedies of Title VI. The argument that the ADA is not Spending Clause legislation supplies no escape, because the incorporation is express.

PRESERVED**Compensatory damages for lost educational opportunities**

The same decision holds these available under Title II, agreeing with the Eleventh Circuit that compensation for lost educational benefits remains available. The anchor is the principle that where legal rights have been invaded and a federal statute provides a general right to sue, federal courts may use any available remedy to make good the wrong done. Plaintiffs must prove the amount with reasonable certainty.

One point of precision, because the shorthand is already circulating. The majority did not classify lost educational opportunity damages as economic rather than emotional harm as a general matter, and expressly did not decide how such damages are classified in all contexts. The economic characterization appears in the partial dissent. The plaintiff therefore pleads an invaded right and a lost opportunity with a provable value, rather than arguing about a damages taxonomy the court declined to settle.

SOURCES *Cummings v. Premier Rehab Keller, P.L.L.C.*, 596 U.S. 212 (2022); *Payan v. L.A. Cmty. Coll. Dist.*, No. 24-1809 (9th Cir. Mar. 11, 2026), and *id.* (Lee, J., dissenting in part); *A.W. ex rel. J.W. v. Coweta Cnty. Sch. Dist.*, 110 F.4th 1309, 1314-16 (11th Cir. 2024); *Barnes v. Gorman*, 536 U.S. 181, 190 n.3 (2002); *Franklin v. Gwinnett Cnty. Pub. Schs.*, 503 U.S. 60, 66 (1992) (quoting *Bell v. Hood*, 327 U.S. 678, 684 (1946)); *Vestar Dev. II, LLC v. Gen. Dynamics Corp.*, 249 F.3d 958, 962 (9th Cir. 2001); 42 U.S.C. § 12133; 29 U.S.C. § 794a(a)(2).

REACHING DAMAGES AT ALL

Deliberate indifference has two elements, and one document supplies both.

Knowledge

Satisfied where the plaintiff has alerted the entity to the need, where the need is obvious, or where the accommodation is required by statute or regulation. Here all three routes are open.

Failure to act

Not satisfied by speculation. The entity must undertake a fact-specific inquiry, gather sufficient information, and give primary consideration to what the individual requests. The same regulation that defines the substantive duty supplies the measure of the indifference.

Attribution

Liability attaches through an official with authority to address the discrimination and institute corrective measures, actual knowledge, and an inadequate response. On these facts the inquiry is unusually clean: the official who selects the license tier is exercising discretion at the decision point that allocates the aid.

THE NOTICE EXHIBIT IS THE DEPRIVATION EXHIBIT

The vendor's public page states which functions are gated and which disabilities they serve. One document establishes both that the aid was withheld and that the district knew what it was declining to buy.

SOURCES *Duvall v. County of Kitsap*, 260 F.3d 1124 (9th Cir. 2001) (en banc); *Liese v. Indian River Cnty. Hosp. Dist.*, 701 F.3d 334 (11th Cir. 2012) (adopting the attribution analysis of *Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998)); 28 C.F.R. § 35.160(b)(1)-(2).

EXHAUSTION

Two questions identify the gravamen, and both answers here are yes.

QUESTION ONE

Could the same claim arise somewhere that is not a school?

A public library or a public hospital that deployed the same platform on the same tier would present the identical claim to the identical class of users.

QUESTION TWO

Could an adult at the school press the same grievance?

A deaf teacher, or a parent attending a conference conducted over the same platform, could press the identical grievance.

AN INDEPENDENT ROUTE, AND THE LIMIT THAT TRAVELS WITH IT

Exhaustion does not bar a suit under another federal statute where the relief sought is unavailable under the Act, and compensatory damages are such relief. But a plaintiff who joins a request for the kind of equitable relief the Act does provide may find that request barred or deferred pending exhaustion. The injunction sought here runs to the district's procurement and communication practices rather than to the contents of any individual plan, which keeps it outside that category, and a plaintiff who has a Section 504 plan and no individualized education program does not reach the question at all.

VIII

The Vendor

*Title III, Section 504 in the alternative, and the case with
no storefront*

The money in this case is on the district side. The injunction is on the vendor side, and the injunction is the point.

THE JOINT THAT LOOKED SOFT

The district is the purchaser and the student bought nothing. Title III still reaches the service.

NO CLIENTS OR CUSTOMERS LIMITATION

The general rule of Title III guarantees full and equal enjoyment to any individual, and contains no clients or customers limitation. The Supreme Court has said so directly, observing that the clause in which that phrase appears is not literally applicable to the general rule, and the Ninth Circuit has applied that reading. Another court of appeals has rejected the limitation as well; the decisions imposing it are district court authority running against the weight.

Even on the narrow reading the claim survives, because a single payment suffices to make a person a client or customer. A student who pays any technology fee is inside the category on that authority alone.

WHAT THE ARTICLE DOES NOT ASSERT

That merely contracting with an entity subject to Title III makes the contracting party liable for that entity's failures. That principle is sound and is not the claim.

The claim is that the vendor's own service, delivered to the student, is configured so that a class of students cannot enjoy it equally. The contract is how the service reaches the student. It is not the source of the duty.

The statute lists twelve categories of private entity, one of which is a nursery, elementary, secondary, undergraduate, or postgraduate private school, or other place of education. A learning platform sold to schools as the environment in which instruction is delivered fits that residual clause, which is written in functional terms.

OBLIGATIONS, SEQUENCING, REMEDY

Both defenses are the vendor's to establish, on a record where it has already built the function.

Two provisions

Reasonable modifications in policies, practices, or procedures when necessary to afford goods and services, unless the modification would fundamentally alter the nature of what is offered. And auxiliary aids and services, unless provision would fundamentally alter the offering or impose an undue burden.

Access before content

Captioning, transcription, and synthetic speech are access claims and are pleaded first because they are enumerated in the regulatory definitions. Summarization, reading level adaptation, and document reorganization are transformations of content, and framing them as access invites a line the Seventh Circuit has drawn. The sequencing is deliberate, and is stated so the discipline is visible rather than mistaken for an omission.

The remedy

Damages are not available in private Title III actions; the relief is injunctive, with fees available to a prevailing party. The money in this case is on the district side. The injunction is on the vendor side, and the injunction is the point.

SOURCES 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii); 28 C.F.R. § 36.303(a); *PGA Tour, Inc. v. Martin*, 532 U.S. 661 (2001); *Doe v. Mut. of Omaha Ins. Co.*, 179 F.3d 557 (7th Cir. 1999); *Molski v. M.J. Cable, Inc.*, 481 F.3d 724 (9th Cir. 2007); 42 U.S.C. § 12205.

SECTION 504, PLEADED IN THE ALTERNATIVE

Two assistance routes, opposite strengths, pleaded in the alternative rather than merged.

ROUTE ONE · THE ASSISTANCE CHAIN**\$8,780,002**

Five subawards to Fitbit LLC between September 2017 and March 2022 under a National Institutes of Health cooperative agreement to the Scripps Research Institute, award U24OD023176, in the amount of \$202,512,666.65, with a period of performance running July 6, 2016 to June 30, 2023. Google completed its acquisition of Fitbit in January 2021 and has owned it since.

Stronger on entity spread, because the recipient that operated the program was principally engaged in health care. Weaker on which corporate entity holds what.

ROUTE TWO · ASSISTANCE IN ITS OWN NAME**\$3,414,230.75**

387 awards to Google LLC in its own name from the Federal Communications Commission, recorded as direct payments for specified use in the nature of a subsidy or other non-reimbursable direct financial aid, with the latest transaction dated June 25, 2024. This route requires no acquisition analysis.

Stronger on recipient status, because the payments went to Google LLC by name. Weaker on spread, because a broadband subsidy is not obviously assistance to the corporation as a whole.

The reach question is governed by the definition of program or activity. Where assistance is extended to a corporation as a whole, the entire corporation is the program. Where the entity is principally engaged in education, health care, housing, social services, or parks and recreation, the entire corporation is the program regardless of the size of the assistance. Otherwise the reach is limited to the plant or geographically separate facility in which the assistance was extended.

SOURCES USASpending.gov, Award Profile: Cooperative Agreement U24OD023176, Scripps Research Institute (retrieved Aug. 1, 2026); USASpending.gov, Recipient Profile: Fitbit LLC, Unique Entity Identifier KM48X6CALL76 (retrieved Aug. 1, 2026); USASpending.gov, Recipient Profile: Google LLC, Unique Entity Identifier NQV3T7DDKNT6 (retrieved Aug. 1, 2026); Rick Osterloh, *Google Completes Fitbit Acquisition*, The Keyword (Jan. 14, 2021); 29 U.S.C. § 794(b)(3)(A)(i)-(ii), (b)(3)(B).

THREE EXPOSURES, STATED UP FRONT

The count is exposed in three places, and each is named rather than buried in a footnote.

Recipient status

The Rehabilitation Act does not define federal financial assistance, and the Supreme Court has held that coverage attaches to those who actually receive the assistance rather than those who merely benefit from it, because Congress imposed the obligations on entities in a position to accept or reject them. A program that discounts service for eligible households and reimburses the provider is structured so that the household is the intended beneficiary. On that reasoning the provider looks like the airline rather than the airport, and a court could so hold.

Duration

The Scripps period of performance closed on June 30, 2023, and the latest payment recorded to Google LLC in its own name is dated June 25, 2024. The conduct challenged here occurred in 2026. The rule that preserves claims accruing while assistance was live does not reach conduct that postdates the assistance. The duration authority is thin and is not overstated: the point rests on a court of appeals footnote and a single district decision.

A negative result

A search of federal assistance records conducted on August 1, 2026 located no grant or cooperative agreement, prime or subaward, from the Department of Education to any Google entity, and no assistance award from any agency naming a Google entity as a subrecipient. The identical query shape run without the agency filter returned the five Fitbit subawards, which establishes that the query path functions and that the null is a finding rather than an artifact.

SOURCES *United States Dep't of Transp. v. Paralyzed Veterans of Am.*, 477 U.S. 597, 605-07 (1986); *Koslow v. Pennsylvania*, 302 F.3d 161 (3d Cir. 2002); USASpending award search API (queries run Aug. 1, 2026), filtered to awarding agency Department of Education, assistance types 02, 03, 04, 05, 06, and 10, at both prime and subaward level against the recipient strings Google, Fitbit, and YouTube.

A VENDOR WITHOUT PREMISES

Two firms can sell the identical platform into the identical school and be answerable to different degrees, because one of them rents a storefront.

THE PREMISE: FUNCTIONS, NOT BUILDINGS

The First Circuit held as much three decades ago, reasoning that by including a travel service in the list of public accommodations Congress plainly contemplated service establishments whose customers never enter a structure, and that it would be irrational to protect a person who walks into an office while leaving unprotected a person who buys the identical service by telephone or by mail.

The Seventh Circuit has said the same in substance: the site of the sale is irrelevant to the congressional goal of equal access to sellers of goods and services, and what matters is that the good or service is offered to the public. The statutory text supports the premise in one further respect. The residual clause covering a place of education says nothing about physical presence, and neither does any other category.

THE CONTRARY LINE, NAMED

Several circuits require a nexus to a physical place, and the leading decisions confining Title III to access rather than to the content of what is sold come from that line. A plaintiff who needs the premise should not file where it has been rejected.

- Interface and auxiliary aids claims belong in the First Circuit, where the premise is settled.
- A claim that must reach what the service itself delivers belongs in the Second Circuit, which has the only appellate authority addressing the substance of what a covered entity sells rather than the door through which it is sold.

SOURCES *Carparts Distrib. Ctr., Inc. v. Auto. Wholesaler's Ass'n of New England, Inc.*, 37 F.3d 12 (1st Cir. 1994); *Morgan v. Joint Admin. Bd.*, 268 F.3d 456 (7th Cir. 2001); 42 U.S.C. § 12181(7)(J); *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d 1104 (9th Cir. 2000); *Doe v. Mut. of Omaha Ins. Co.*, 179 F.3d 557 (7th Cir. 1999); *Pallozzi v. Allstate Life Ins. Co.*, 198 F.3d 28 (2d Cir. 1999).

THE STATE EDUCATION AGENCY

Naming a district makes two hard questions unnecessary.

Where a state agency rather than a district selects or approves the platform, two questions are added that this article's posture avoids.

THE FIRST

Sovereign immunity

It requires an abrogation analysis for Title II damages, and turns on the express waiver condition attached to federal financial assistance.

THE SECOND

Attribution to the state

When is the administration of a program through a private platform attributable to the state? The surviving binding appellate authority is narrow, and one frequently quoted decision was vacated as moot.

A district is a unit of local government, which is why this article names one. Neither question has to be answered for the claim to run.

SOURCES 42 U.S.C. § 2000d-7; see *United States v. Georgia*, 546 U.S. 151 (2006); *Noel v. N.Y.C. Taxi & Limousine Comm'n*, 687 F.3d 63 (2d Cir. 2012); *Ivy v. Williams*, 781 F.3d 250 (5th Cir. 2015), vacated as moot sub nom. *Ivy v. Morath*, 580 U.S. 956 (2016).

APPLYING IT, WITHOUT ANY SCHOOL'S LICENSE

A daily cap on speaking is a cap on access, and on nothing else.

WHY THE COUNT AVOIDS THE LICENSE

A count built on the institutional contract invites the answer that the student is not in a service relationship with the vendor, and a second answer drawn from the very case that supplies the site-of-sale language: a retirement plan negotiated between an employer and a union was not a public accommodation because nobody could walk in off the street and ask to participate. An institutional license, standing alone, looks like that private deal.

It does not stand alone. Both vendors offer their services to the general public, and anyone may obtain an account. The institutional deployment is a configuration of a publicly offered service, not a closed plan available only to members, and the count can be brought by any disabled user of the public service without reference to any school at all.

THE ARCHITECTURE ON THAT SERVICE

The vendor's own documentation states that voice conversation is available to logged-in users, that free users receive a smaller model and a daily cap, that subscribers receive nearly unlimited daily use and the more capable model, and that the options available depend on the plan.

Spoken input and spoken output are the access modality for users who cannot type, cannot see a screen, or cannot read printed text at speed. A daily cap on that modality is a cap on their access to the service and on nothing else, because a user who can type is unaffected by it.

TWO LIMITS ON THE COUNT

The article asserts no fact about the accessibility configuration of that vendor's education product, which it has not examined against the vendor's own documentation. And the count depends on the functional premise, so in a circuit that has rejected it the count fails at the threshold rather than on the merits.

SOURCES *Morgan v. Joint Admin. Bd.*, 268 F.3d 456 (7th Cir. 2001); Voice Mode FAQ, OpenAI Help Center, <https://help.openai.com/en/articles/8400625-voice-mode> (last visited Aug. 1, 2026); ChatGPT Voice, OpenAI Help Center, <https://help.openai.com/en/articles/20001274-chatgpt-voice> (last visited Aug. 1, 2026); 42 U.S.C. § 2000d-7; *United States v. Georgia*, 546 U.S. 151 (2006); *Noel v. N.Y.C. Taxi & Limousine Comm'n*, 687 F.3d 63 (2d Cir. 2012); *Ivy v. Williams*, 781 F.3d 250 (5th Cir. 2015), vacated as moot *sub nom. Ivy v. Morath*, 580 U.S. 956 (2016).

WHAT IS OLD, AND WHAT IS NEW

None of the law is new. The arrangement is.

The functions at issue are named in the regulations as auxiliary aids and services. The standard is effectiveness rather than existence, and the regulation says so in the same sentence that forbids a public entity from discriminating through its licensing arrangements. The prohibition on shifting the cost of nondiscriminatory treatment onto the people who require it names the provision of auxiliary aids as its leading example. None of that asks a court to extend anything.

A district buys a platform, the platform sorts its accessibility functions by price, and a student who needs a transcript receives a caption stream instead. The student adapts to whatever arrived, and the following year it may not arrive, because a price the student never saw moved.

The statutes have an answer to that, and the answer has been available the entire time.

References

Travis Gilly, *The Accommodation Subscription: Tiered Artificial Intelligence Accessibility, Reliance, and the Nondelegable Duty in Public Education*, working paper, August 2026 (v1.0). Complete list of 67 entries, in the order the article gives it, across 4 slides.

A Free Version of ChatGPT Built for Teachers, OpenAI (Nov. 19, 2025), <https://openai.com/index/chatgpt-for-teachers/>.

A.W. ex rel. J.W. v. Coweta County School District, 110 F.4th 1309 (11th Cir. 2024).

Accessibility Features in Google for Education, Google for Education, https://edu.google.com/intl/ALL_us/our-values/accessibility/ (last visited Aug. 1, 2026).

Aleksandrowicz, Paweł, *The Reading Comprehension Skill of d/Deaf and Hard-of-Hearing Poles and Its Importance for Media Accessibility*, 2 J. AUDIOVISUAL TRANSLATION 26 (2019), <https://doi.org/10.47476/jat.v2i1.87>.

Alexander v. Choate, 469 U.S. 287 (1985).

Americans with Disabilities Act, 42 U.S.C. §§ 12131(1), 12181(7)(J), 12182, 12205.

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5, 300.6, 300.105, 300.111 (eCFR ed. July 24, 2026).

Barnes v. Gorman, 536 U.S. 181 (2002).

Bell v. Hood, 327 U.S. 678 (1946).

Belleflamme, Paul, *Versioning in the Information Economy: Theory and Applications*, 51 CESIFO ECON. STUD. 329 (2005), <https://doi.org/10.1093/cesifo/51.2-3.329>.

Bonifacci, Paola, Elisa Colombini & Michele Marzocchi, *Text-to-Speech Applications to Reduce Mind Wandering in Students with Dyslexia*, 38 J. COMPUTER ASSISTED LEARNING 440 (2022), <https://doi.org/10.1111/jcal.12624>.

Carparts Distribution Center, Inc. v. Automotive Wholesaler's Association of New England, Inc., 37 F.3d 12 (1st Cir. 1994).

Cedar Rapids Community School District v. Garret F., 526 U.S. 66 (1999).

ChatGPT for Teachers, OpenAI Help Center, <https://help.openai.com/en/articles/12844995-chatgpt-for-teachers> (last visited Aug. 1, 2026).

ChatGPT Voice, OpenAI Help Center, <https://help.openai.com/en/articles/20001274-chatgpt-voice> (last visited Aug. 1, 2026).

Civil Rights Remedies Equalization Act, 42 U.S.C. § 2000d-7.

Compare Google Workspace for Education Editions, Google for Education, <https://edu.google.com/workspace-for-education/editions/compare-editions/> (last visited Aug. 1, 2026).

Cummings v. Premier Rehab Keller, P.L.L.C., 596 U.S. 212 (2022).

References, continued

- Dexter, Sara, Aubrey Francisco & Christina Luke Luna, *Five Leading-Edge K-12 Districts' Decision-Making Processes for EdTech Innovations*, 59 J. EDUC. ADMINISTRATION 352 (2021), <https://doi.org/10.1108/jea-10-2020-0222>.
- Doe v. Mutual of Omaha Insurance Co., 179 F.3d 557 (7th Cir. 1999).
- Duffy, Clare, *Meta Is Opening a Retail Store*, CNN Business (Apr. 25, 2022), <https://www.cnn.com/2022/04/25/tech/meta-facebook-store/index.html>.
- Duprey v. Connecticut, Department of Motor Vehicles, 28 F. Supp. 2d 702 (D. Conn. 1998).
- Duvall v. County of Kitsap, 260 F.3d 1124 (9th Cir. 2001) (en banc).
- Federici, Stefano & Simone Borsci, *Providing Assistive Technology in Italy: The Perceived Delivery Process Quality as Affecting Abandonment*, 11 DISABILITY & REHABILITATION: ASSISTIVE TECH. 22 (2016), <https://doi.org/10.3109/17483107.2014.930191>.
- Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992).
- Fry v. Napoleon Community Schools, 580 U.S. 154 (2017).
- Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998).
- Glasser, Abraham, Kesavan Kushalnagar & Raja Kushalnagar, *Deaf, Hard of Hearing, and Hearing Perspectives on Using Automatic Speech Recognition in Conversation*, in PROCEEDINGS OF THE 19TH INTERNATIONAL ACM SIGACCESS CONFERENCE ON COMPUTERS AND ACCESSIBILITY 427 (2017), <https://doi.org/10.1145/3132525.3134781>.
- Grunér, Sofia, Per Östberg & Martina Hedenius, *The Compensatory Effect of Text-to-Speech Technology on Reading Comprehension and Reading Rate in Swedish Schoolchildren with Reading Disability*, 33 J. SPECIAL EDUC. TECH. 98 (2018), <https://doi.org/10.1177/0162643417742898>.
- Halmenschlager, Christine & Patrick Waelbroeck, *Fighting Free with Free: Freemium vs. Piracy* (2014), <https://doi.org/10.2139/ssrn.2475641>.
- Individuals with Disabilities Education Act, 20 U.S.C. § 1415(l).
- Ivy v. Morath, 580 U.S. 956 (2016).
- Ivy v. Williams, 781 F.3d 250 (5th Cir. 2015), vacated as moot sub nom. Ivy v. Morath, 580 U.S. 956 (2016).
- Kafle, Sushant & Matt Huenerfauth, *Evaluating the Usability of Automatically Generated Captions for People Who Are Deaf or Hard of Hearing*, in PROCEEDINGS OF THE 19TH INTERNATIONAL ACM SIGACCESS CONFERENCE ON COMPUTERS AND ACCESSIBILITY 165 (2017), <https://doi.org/10.1145/3132525.3132542>.

References, continued

- Kafle, Sushant, Peter Yeung & Matt Huenerfauth, *Evaluating the Benefit of Highlighting Key Words in Captions for People Who Are Deaf or Hard of Hearing*, in *PROCEEDINGS OF THE 21ST INTERNATIONAL ACM SIGACCESS CONFERENCE ON COMPUTERS AND ACCESSIBILITY* 43 (2019), <https://doi.org/10.1145/3308561.3353781>.
- Klingler v. Director, Department of Revenue, 433 F.3d 1078 (8th Cir. 2006).
- Koslow v. Pennsylvania, 302 F.3d 161 (3d Cir. 2002).
- Leahy, Wayne & John Sweller, *Cognitive Load Theory, Modality of Presentation and the Transient Information Effect*, 25 *APPLIED COGNITIVE PSYCH.* 943 (2011), <https://doi.org/10.1002/acp.1787>.
- Liese v. Indian River County Hospital District, 701 F.3d 334 (11th Cir. 2012).
- Menkowitz v. Pottstown Memorial Medical Center, 154 F.3d 113 (3d Cir. 1998).
- Molski v. M.J. Cable, Inc., 481 F.3d 724 (9th Cir. 2007).
- Morgan v. Joint Administration Board, Retirement Plan of the Pillsbury Co., 268 F.3d 456 (7th Cir. 2001).
- Noel v. New York City Taxi & Limousine Commission, 687 F.3d 63 (2d Cir. 2012).
- Nondiscrimination on the Basis of Disability by Public Accommodations, 28 C.F.R. §§ 36.301, 36.303 (eCFR ed. July 30, 2026).
- Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. §§ 84.10, 84.68 (eCFR ed. July 24, 2026).
- Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 C.F.R. §§ 35.104, 35.130, 35.160, 35.164, 35.200 (eCFR ed. July 30, 2026).
- Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. pt. 104 (eCFR ed. July 24, 2026).
- Osterloh, Rick, Google Completes Fitbit Acquisition, *The Keyword* (Jan. 14, 2021), <https://blog.google/products/devices-services/fitbit-acquisition/>.
- Pallozzi v. Allstate Life Insurance Co., 198 F.3d 28 (2d Cir. 1999).
- Payan v. Los Angeles Community College District, No. 24-1809 (9th Cir. Mar. 11, 2026).
- Perez v. Sturgis Public Schools, 598 U.S. 142 (2023).
- PGA Tour, Inc. v. Martin, 532 U.S. 661 (2001).
- Phillips, Betsy & Hongxin Zhao, *Predictors of Assistive Technology Abandonment*, 5 *ASSISTIVE TECH.* 36 (1993), <https://doi.org/10.1080/10400435.1993.10132205>.

References, concluded

Read Along in Google Classroom Is Now Available to All Education Users to Support Foundational Literacy, Google Workspace Updates (June 25, 2026), <https://workspaceupdates.googleblog.com/2026/06/read-along-in-google-classroom-is-now-available-to-all-education-users-to-support-foundational-literacy.html>.

Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794.

Singh, Anne-Marie, Nadine Marcus & Paul Ayres, *The Transient Information Effect: Investigating the Impact of Segmentation on Spoken and Written Text*, 26 APPLIED COGNITIVE PSYCH. 848 (2012), <https://doi.org/10.1002/acp.2885>.

United States Department of Transportation v. Paralyzed Veterans of America, 477 U.S. 597 (1986).

United States v. Georgia, 546 U.S. 151 (2006).

USASpending.gov, Award Profile: ACOACP200000773842102042024, Google LLC, https://www.usaspending.gov/award/ASST_NON_ACOACP200000773842102042024_027 (retrieved Aug. 1, 2026).

USASpending.gov, Award Profile: Cooperative Agreement U240D023176, Scripps Research Institute, https://www.usaspending.gov/award/ASST_NON_U240D023176_075 (retrieved Aug. 1, 2026).

USASpending.gov, Recipient Profile: Fitbit LLC, Unique Entity Identifier KM48X6CALL76, <https://www.usaspending.gov/recipient/71af6f1c-7ca2-e970-e2fb-6ce1b39a8327-C> (retrieved Aug. 1, 2026).

USASpending.gov, Recipient Profile: Google LLC, Unique Entity Identifier NQV3T7DDKNT6, <https://www.usaspending.gov/recipient/eddf926f-f4fe-e72c-14f1-ab22d5925171-C> (retrieved Aug. 1, 2026).

Vestar Development II, LLC v. General Dynamics Corp., 249 F.3d 958 (9th Cir. 2001).

Voice Mode FAQ, OpenAI Help Center, <https://help.openai.com/en/articles/8400625-voice-mode> (last visited Aug. 1, 2026).

Wessels, Roelof, Bea Dijcks, Mathijs Soede, Lars Lyhne Gelderblom & Luc De Witte, *Non-Use of Provided Assistive Technology Devices, a Literature Overview*, 15 TECH. & DISABILITY 231 (2003), <https://doi.org/10.3233/tad-2003-15404>.

Weyer v. Twentieth Century Fox Film Corp., 198 F.3d 1104 (9th Cir. 2000).

Wood, Sarah G., Jerad H. Moxley, Elizabeth L. Tighe & Richard K. Wagner, *Does Use of Text-to-Speech and Related Read-Aloud Tools Improve Reading Comprehension for Students with Reading Disabilities? A Meta-Analysis*, 51 J. LEARNING DISABILITIES 73 (2018), <https://doi.org/10.1177/0022219416688170>.