

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 24-3231

ERIK YARMEY,
Appellant

v.

UNIVERSITY OF PENNSYLVANIA

Appeal from U.S. District Court, E.D. Pa.
Judge R. Barclay Surrick, No. 2:20-cv-05535

Before: MATEY, CHUNG, and AMBRO, *Circuit Judges*
Submitted Jan. 13, 2026; Filed Jul. 29, 2026

NONPRECEDENTIAL OPINION*

MATEY, *Circuit Judge*. The University of Pennsylvania’s Post-Baccalaureate Pre-Health Studies Program allows students with an undergraduate degree to complete the courses needed to apply for medical school. Erik Yarmey enrolled in the Program in the fall of 2017, but problems began just a few weeks into the semester. Yarmey battled a series of health issues that impacted his performance and forced him to withdraw from classes. He repeatedly raised these concerns with faculty and administrators, who mainly responded with accommodations and counseling. But Yarmey’s conditions worsened and he accrued “incomplete” markings for classes. The parties dispute whether Yarmey was formally dismissed from the Program,¹ but agree that the “incomplete” classes were eventually

* This disposition is not an opinion of the full Court and, under I.O.P. 5.7, is not binding precedent.

¹ Penn notified Yarmey that he was on “mandatory leave” and had to “complete all outstanding course work” or his “incomplete” marks would be converted to failing grades.

converted to failures. Faced with these setbacks, Yarmey was noncommittal about his future in the Program. Then, in 2020, Yarmey sued Penn for violation of Title III of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act (“RA”), as well as breach of contract. He sought an injunction reversing his dismissal from the Program and damages. On appeal, Yarmey argues the District Court improperly granted summary judgment in favor of the University,² but we see no error.³

Yarmey cannot state a claim under either Title III of the ADA or Section 504 of the RA.⁴ “The RA assures ‘meaningful access’ to federally funded programs, on the one hand, and the ADA provides for ‘full and equal enjoyment’ of public accommodations, on the other, to people with disabilities.” *Berardelli v. Allied Servs. Inst. of Rehab. Med.*, 900 F.3d 104, 110 (3d Cir. 2018) (citations omitted). “The statutes’ respective causation elements differ. . . . The RA allows a plaintiff to recover if he or she were deprived of an opportunity to participate in a program solely on the basis of disability, while the ADA covers discrimination on the basis of disability, even if there is another cause as well.” *CG v. Pa. Dep’t of Educ.*, 734 F.3d 229, 235–36 (3d Cir. 2013). The “substantive standards for determining

² Yarmey does not appeal the District Court’s breach-of-contract ruling.

³ The District Court had jurisdiction under 28 U.S.C. § 1331, and we have jurisdiction under 28 U.S.C. § 1291. We review the District Court’s grant of summary judgment de novo. *Jorjani v. New Jersey Inst. of Tech.*, 151 F.4th 135, 140 n.5 (3d Cir. 2025).

⁴ And he lacks standing to pursue injunctive relief as he did not show a definite intent to return to his studies, nor was he deterred from participating in the program, making his alleged harms insufficiently concrete. *See Camarillo v. Carrols Corp.*, 518 F.3d 153, 158 (2d Cir. 2008) (per curiam); *Disabled Americans For Equal Access, Inc. v. Ferries Del Caribe, Inc.*, 405 F.3d 60, 64 (1st Cir. 2005).

liability under the Rehabilitation Act and the ADA are the same.” *Ridley Sch. Dist. v. M.R.*, 680 F.3d 260, 282–83 (3d Cir. 2012).

Yarmey lists many challenges and hardships experienced during his time in the Program but, as the District Court correctly concluded, none show he lacked “meaningful access” to, nor denial of “full and equal enjoyment” of, the Program. To the contrary, Penn faculty and staff made numerous accommodations to facilitate Yarmey’s participation in the Program, including nonstandard grade notations, extensions of time on assignments, extended test-taking time, counseling, and personalized guidance.⁵ Though some of Yarmey’s individual requests for accommodations were denied, none of these denials deprived him of meaningful access to nor full and equal enjoyment of the Program. For those reasons, we will AFFIRM the District Court’s judgment.

⁵ The District Court did not consider any conduct that occurred before November 5, 2018, as it reasoned that any such conduct was barred by a two-year statute of limitations. Yarmey argues that no statute of limitations applies because of the “continuing violation” doctrine. But even if we consider earlier acts, none are sufficient to sustain his claims.