

IN THE COURT OF CLAIMS  
FOR THE STATE OF OHIO

TREVOR CROSS, *on behalf of himself and all  
others similarly situated*  
9413 EXETER RD.  
CARLETON, MI 48117

Plaintiff,

v.

UNIVERSITY OF TOLEDO and BOARD OF  
TRUSTEES OF THE UNIVERSITY OF TOLEDO  
2801 BANCROFT ST.,  
TOLEDO, OHI 43606

Defendants.

Case No.

Judge

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**VERIFIED CLASS ACTION COMPLAINT**

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Plaintiff Trevor Cross (“Plaintiff”), by and through his counsel, brings this action against the Defendants University of Toledo and the Board of Trustees of the University of Toledo (“Defendants” or the “University”) on behalf of himself and those similarly situated, and makes the following allegations based on information, attorney investigation, and belief, except as to the allegations pertaining to the Plaintiff personally, which are founded on his respective knowledge.

**INTRODUCTION**

1. Plaintiff brings this case against Defendants to demand remediation of the Defendants’ refusal to provide adequate restitution for tuition, room and board, fees, and other applicable costs after the Plaintiff and similarly situated students were forced to leave the University due to the Novel Coronavirus Disease of 2019 (“COVID-19”) pandemic. As a result of this refusal, the Plaintiff and similarly situated students lost the benefits of in-person instruction, housing, meals, and student activities for which they had already paid or been charged by the

University for an entire semester. Plaintiff and similarly situated students seek refunds of the amounts they paid on a pro-rata basis or an equivalent reduction in amounts owing as well as other damages to be elaborated on herein.

### **BACKGROUND**

2. On or around March 10, 2020, the University announced that because of the COVID-19 pandemic, all classes would be moved online for the remainder of the Spring 2020 semester. Defendants instructed students who lived in University residence halls and other on-campus housing to return to their permanent places of residence, or to a non-campus housing arrangement, if they could. Certain residence halls would remain open with limited dining options for students who had no choice but to remain on campus. On information and belief, most students in on-campus housing have complied with the directive to leave campus and have since been locked out of their University residences. In addition, the services that Plaintiff and the proposed Classes' (See Class Definitions, at ¶ 47) tuition and fees were intended to cover were no longer available to them.

3. Despite the cancellation of live in-person instruction, the constructive eviction of students at the University for the remainder of the semester, and the cessation of all campus activities for at least the same time period, the University has not offered adequate refunds or reductions in outstanding charges for tuition, room and board, and fees charged to cover the cost of certain on-campus services which will no longer be available to students. With respect to room and board, the University has merely offered a credit of up to \$1,230 for students who follow its directive to move out of residence halls. This credit is not commensurate with the financial losses sustained by students and their families.

4. A significant portion of the semester (which spans from January 21, 2020 through May 8, 2020) remained when the University directed students to move out of University housing in March.

5. The University's decision to transition to online classes, to encourage students to leave University housing and to restrict dining services were responsible decisions to make, but it is unfair and unlawful for the University to retain full tuition and fees, prepaid amounts for room and board costs along with other fees and to refuse to reduce any outstanding charges, effectively passing the losses on to the students and their families. Other higher education institutions across the United States that also have switched to online learning and requested that their students leave campus have recognized the upheaval and financial harm to students and their families from these decisions and have provided appropriate refunds and reductions in outstanding charges. The University, unfortunately, has not followed the pattern of many of its peers.

6. Accordingly, the University has improperly retained money paid by and failed to reduce outstanding charges assessed against Plaintiff and the other members of the Classes for tuition, room and board, and fees, even though the University is not offering the benefits secured by the payments. When the University sent its students home in the wake of a global pandemic, the school improperly retained funds for services it is not providing and continued to seek recovery of all outstanding charges. The University's actions are unlawful and unfair, and equity demands disgorgement of funds paid and a commensurate reduction in any outstanding charges.

7. Plaintiff brings this class action for damages, injunctive, declaratory, and equitable relief, and any other available remedies, resulting from the University's illegal and unfair conduct, namely retaining full tuition, retaining the full costs of room and board paid by Plaintiff and the other members of the Classes, retaining the full amount paid for fees, and refusing to adjust

outstanding charges, even though Plaintiff and other members of the Classes have been forced to move off campus.

8. This lawsuit also seeks disgorgement of: partial tuition for the Spring 2020 semester; the prorated unused portion of room and board; and, unused fees that Plaintiff and other members of the Classes paid, but for which they (or the students on behalf of whom they paid) will not be provided the benefit.

### **PARTIES**

#### **Plaintiff**

9. Plaintiff Trevor Cross is a resident of the state of Michigan. He is a student at the University of Toledo. Plaintiff is a finance and professional sales major.

10. Plaintiff is enrolled in the University for the Spring 2020 semester and lived in University housing. Plaintiff paid for a portion of his education with scholarships. The remaining balance of the cost for tuition, room, board and fees for the entire Spring 2020 semester was paid by Plaintiff and his family out-of-pocket.

11. Plaintiff's education has transitioned from in-person to online learning as part of students and non-essential personnel being forced to evacuate the University's campuses. Plaintiff's online classes are not commensurate with the same courses being taught in-person. Plaintiff is now missing the benefit of in-person interaction with professors. Plaintiff has not been provided with an adequate refund of tuition.

12. Plaintiff moved out of on-campus housing at the behest of the University. Indeed, the sudden change of living arrangements for the Plaintiff was in keeping with the University's direction that any student who could move home or to a different location should do so. Plaintiff has not resided in on-campus housing since he left campus in March of 2020. Plaintiff has not

received an adequate refund or reduction in outstanding charges of the payments for room and board.

13. Plaintiff paid for a meal plan for the Spring 2020 semester, the benefits of which will no longer be received. Plaintiff has not been provided an adequate refund or reduction in outstanding charges.

14. Plaintiff also has been charged for certain fees for the entire Spring 2020 semester, the benefits of which will no longer be received. Plaintiff has not been provided an adequate refund of his payments or a reduction in outstanding charges.

### **Defendants**

15. Defendant, the University of Toledo, is a public research university located in Toledo, Ohio.

16. Defendant, the Board of Trustees of the University of Toledo, is a body corporate authorized to sue and be sued on behalf of the University of Toledo with respect to its responsibilities governing the University.

### **JURISDICTION AND VENUE**

17. This Court has jurisdiction over this action pursuant to ORC 2743.03, because the University is a department or institution of the State.

18. This Court has jurisdiction because Plaintiff and the proposed members of the Classes seek a declaratory judgment, there is an actual controversy between the parties, and the Court would have jurisdiction if relief other than a declaratory judgment were sought.

19. This Court has jurisdiction over this action and venue is proper because at least some of the events giving rise to these causes of action occurred in Lucas County, Ohio and at least some of the injuries suffered by Plaintiff and the proposed members of the Classes occurred and will continue to occur in Lucas County, Ohio.

## FACTUAL ALLEGATIONS

### Plaintiff and Other Members of the Classes Have Been Charged the Full Cost of Tuition, Room and Board, and/or Fees for the Semester of Spring 2020

20. Plaintiff and members of the Classes are individuals who were charged the cost of tuition, room and board, and/or fees for the University's semester in Spring of 2020.

21. Spring semester classes at the University began on January 21, 2020. Final exams for the semester are scheduled to end on or around May 8, 2020. Prior to the COVID-19 outbreak, students were scheduled to move out of their residences during or around the second week of May 2020; however, because of the COVID-19 outbreak, Plaintiff and other members of the Classes moved out in the middle of March.

22. For freshmen, tuition at the University for the 2019-2020 academic year starts at \$18,194 for non-Ohio residents. Approximate room and board costs at the University for the year start at \$12,470 for shared occupancy of a double room with the lowest price meal plan.<sup>1</sup>

23. Tuition and fees listed and described in the above paragraphs are provided by way of example; total damage amounts – which may include other fees not listed herein – will be proven at trial. There are also fees which are not included in the cost of tuition, which are separately discussed above and throughout this Complaint.

### In Response to COVID-19, the University Gets It Half Right: Students Are Forced to Leave Campus, But the University Does Not Provide A Refund or Reduction in Outstanding Charges for Partial Tuition, Room and Board, and Fees

24. Beginning in January of 2020, COVID-19 began presenting American cities and universities with an unprecedented, modern-day challenge: maintaining the fabric of our economy and communities while protecting American lives.

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<sup>1</sup> <http://www.utoledo.edu/admission/freshman/tuition/2019-tuition>

25. In March 2020, several U.S. cities, states, and municipalities began calling for social distancing to slow the spread of COVID-19. Eventually, some cities, states, and municipalities ordered citizens and residents to “shelter-at-home,” effectively requiring them to stay home, other than to receive essential services.

26. In March 2020, the University announced that all Spring 2020 classes would be moved to online learning platforms. Additionally, students who could leave campus residence halls at the University were directed to do so, as the school announced that it was closing residence halls and only students with extenuating circumstances would be permitted to remain in on-campus housing. While some University housing would remain open for students who needed to remain on campus, food options would be continued on a very limited basis.

27. The University has retained the value of payments made by Plaintiff and the other members of the Classes for tuition for live in-person instruction, room and board, and fees, while failing to provide the services for which those fees were paid. The University has also not reduced outstanding charges assessed against, but not yet paid by, some members of the Classes for tuition, room and board, and fees.

28. Various members of the Classes have demanded a refund or reduction in outstanding charges for the unused amounts of funds paid for tuition, for room and board, and fees, through a number of channels. The University has made clear that it will not reduce outstanding charges or return any tuition, fees, or payments for room and board.

29. Through this lawsuit, Plaintiff seeks for himself and the other members of the Classes: a reduction in outstanding charges and a partial refund of tuition representing the difference in value of a half semester of live in-person instruction versus the value of a half semester of online distance learning; a reduction in outstanding charges and the return of the

unused portion of room and board costs proportionate to the amount of time that remained in the Spring 2020 semester when students were forced to move out of their on-campus housing; and, a reduction in outstanding charges and the full refund of the unused portion of each meal contract and a refund of a prorated share of fees.

***The University Failed to Reduce Charges and Refund Partial Tuition: The Difference in Value of Online Education vs. Live In-Person Instruction in Brick and Mortar Classrooms***

30. University students were not offered a reduction in outstanding charges or a partial refund of tuition representing the value of the quarter of the academic year during which they were forced to use online distance learning platforms in lieu of live in-person instruction in brick and mortar classrooms.

31. As noted in a July 9, 2017 study by Eric Betting and Susanna Loeb of the Brookings Institute (the “Brookings Study”)<sup>2</sup>, the promises of online courses are “far from fully realized”:

- While online courses can improve access, they are challenging, especially for the “least well-prepared students” who “consistently perform worse in an online setting than they do in face-to-face classrooms.”
- Taking courses online “increases their likelihood of dropping out and otherwise impedes progress through college.”

32. Of note, the Brookings Study uses data from DeVry University, comparing DeVry’s online and in-person courses. The results are telling and provide evidence that students learn less in the online setting:

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<sup>2</sup> <https://www.brookings.edu/research/promises-and-pitfalls-of-online-education>

- Taking courses online reduces student grades by 0.44 points on the traditional four-point grading scale, a 0.33 standard deviation decline relative to taking courses in-person.
- Specifically, students taking the course in-person earned roughly a B- (2.8) grade on average while if they had taken it online, they would have earned a C (2.4).
- Taking a course online reduces a student's GPA the following term by 0.15 points, with larger drops of 0.42 points and 0.32 points respectively in the next term's grades for courses taken in the same subject area or for courses in which the online course is a prerequisite.
- The study also found that taking a course online, instead of in-person, increases the probability that the student will drop out of school, citing that students are approximately 9% less likely to remain enrolled in the semester after taking an online course.

33. The Brookings Study concludes that the “analyses provide evidence that students in online courses perform substantially worse than students in traditional in-person courses and that experiences in these online courses impact performance in future classes and their likelihood of dropping out of college as well. The negative effects of online course-taking are far stronger for students with lower prior GPA.”

34. In addition to the value of live in-person instruction, students are more successful academically and otherwise when living in university residence halls.<sup>3</sup> “The truth of the matter is that campus housing provides a great deal of return to the students who chose to live in the residence halls. This has been demonstrated through multiple studies over multiple years.”<sup>4</sup>

35. Several studies demonstrated that living in a residence hall had a positive impact on degree attainment and that on-campus students were more likely to stay in school and graduate than commuter students.<sup>5</sup> “The data are very clear – the impact of higher education increases

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<sup>3</sup> <https://theconversation.com/why-there-is-value-in-on-campus-living-45691>

<sup>4</sup> Id.

<sup>5</sup> Id.

dramatically when students are enrolled in a college that engages them in a robust campus life program, especially in a college where they live on campus and are constantly interacting with a range of people and ideas.”<sup>6</sup>

36. While Plaintiff acknowledges the necessity of the University’s efforts to continue delivering education in a format other than in-person classes, the value (and cost) of online classes is less than in-classroom instruction, with labs, seminars and office hours.

37. Plaintiff and members of the Classes who were charged tuition for live in-person instruction in brick and mortar classrooms that were forced to use online distance learning platforms for the remainder of the Spring 2020 semester did not get the full benefit of what they bargained for when they agreed to pay tuition for the Spring 2020 semester.

***The University Failed to Reduce Outstanding Charges or Refund Prorated Room and Board Payments***

38. While social distancing is recommended by healthcare professionals and the Center for Disease Control and Prevention (“CDC”), the resulting financial impact to students and families is significant.

39. University students were informed that they would receive a credit to their student account as long as they moved out of residence halls by a set date. Undergraduate students who lived in University housing and contracted for a meal plan would receive a credit of up to \$1,230. Students in university apartments and graduate housing received smaller, also inadequate, credits.

40. In a message to students dated March 25, 2020, the University stated the following:

The University of Toledo has finalized plans to credit student accounts for on-campus housing and meal plans that cannot be used for the remainder of spring semester due to the coronavirus (COVID-19) pandemic.

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<sup>6</sup> [https://www.huffpost.com/entry/the-value-of-campus-life\\_b\\_57f3e995e4b03d61445c7443](https://www.huffpost.com/entry/the-value-of-campus-life_b_57f3e995e4b03d61445c7443)

“We know that the past few weeks have been a tumultuous time for you and for the University,” said Dr. Phillip “Flapp” Cockrell, vice president for student affairs and vice provost. “The patience that students have demonstrated as we worked through the process of housing and dining credits for the remainder of the spring 2020 semester is truly appreciated.”

UToledo students with housing and meal plans who moved off campus on or before March 25 will receive a credit of up to \$1,230. Students who lived in McComas Village and did not have a meal plan will receive a credit of up to \$750. Students living in Honors Academic Village with a meal plan will receive a meal plan credit of up to \$350. And students with a commuter meal plan will receive a credit of up to \$200.

Students have three options to receive these funds: a credit toward next fall’s on-campus housing; a credit toward next fall’s meal plan; or a credit applied to their student account with a refund determined after UToledo aid, non-refundable aid, any balances owed, and federal student financial aid are taken into consideration. If a student chooses a fall 2020 credit option, the amount received may be treated as estimated financial assistance for the 2020-21 academic year.

An online form has been created for students to start the housing credit process. The deadline to inform the University on how to apply the credit is Friday, April 10.

The Division of Student Affairs worked closely with the Office of Student Financial Aid and the state of Ohio to navigate this refund process, in addition to exploring best practices of other universities around the country. UToledo took into consideration expenses already incurred to ready the residence halls for students at the beginning of the semester along with other costs, and balanced that with reimbursing students for the remaining weeks of the semester when they will not live on campus.

“We thank our students and their families for their patience and understanding as we determined this housing refund process and also for the safe and orderly way we were able to move students out of the residence halls in this rapidly evolving and unprecedented situation,” Cockrell said.

41. The University’s refusal to offer an adequate credit or reduction in outstanding charges leaves students and their families responsible for paying the full prorated, unused portion of room and board payments for the portion of the semester students were no longer on campus.

42. Furthermore, even if remaining in on-campus housing were an option for students with no other place to go, residence halls and other campus housing are not designed to safely house students in the event of a pandemic. In order to stay safe, unless there are absolutely no other options, students must move out to practice safe, social distancing.

43. In addition to the price of tuition, housing, costs and fees, Plaintiff and members of the Classes were charged for on-campus meals. After students were directed to leave, they lost access to the food being served on campus. The University has failed to adequately reduce outstanding charges or reimburse students on a prorated basis for the amounts paid for unused meals.

#### **Student Fees**

44. In addition to the failure to reimburse tuition and payments for room and board, the University failed to offer students a reduction in outstanding charges or a refund of any of the fees they were charged for the semester that were unused or for which they had not received a benefit.

45. This is so even though most University buildings were closed and all student activities were canceled for the remainder of the Spring 2020 semester.

#### **CLASS ACTION ALLEGATIONS**

46. Plaintiff brings this action as a class action, pursuant to Ohio Rule of Civil Procedure 23, individually on behalf of the proposed classes (“Classes”) enumerated in paragraph 47, under Class Definitions.

47. **Class Definitions.** Plaintiff brings this case for damages, equitable relief and disgorgement, on behalf of three Classes, defined as:

**Tuition Class:** All people who were charged for or paid tuition for students enrolled in classes at the University for the Spring 2020 semester who were denied live in-person instruction and forced to use online distance learning platforms for the last quarter of the 2019-2020 academic year (the “Tuition Class”).

**Room and Board Class:** All people who were charged for or paid the costs of room and board (housing and meals) for students enrolled in classes at the University for the Spring 2020 semester who moved out of their on-campus housing prior to the completion of that semester because of the University's policies and announcements related to COVID-19 (the "Room and Board Class").

**Fee Class:** All people who were charged for or paid fees for or on behalf of students enrolled in classes at the University for the Spring 2020 semester (the "Fee Class").

48. Excluded from the Classes are: the Board of Trustees of the University of Toledo, and any of its respective members and their family members; the judicial officers assigned to this matter, and their immediate family members; and, Court staff assigned to this case. Plaintiff reserves the right to modify or amend the Class Definitions, as appropriate, during the course of this litigation.

49. This action has been brought and may properly be maintained on behalf of the Classes proposed herein under the criteria of Ohio Rule of Civil Procedure 23.

50. **Numerosity – Ohio Rule of Civil Procedure 23(A)(1).** The number of members of each of the Classes is so numerous that individual joinder of all members of the Classes is impracticable. The precise number of members of the Classes is unknown to Plaintiff, but may be ascertained from the University's records. Members of the Classes may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

51. **Commonality – Ohio Rule of Civil Procedure 23(A)(2).** This action involves questions of law and fact common to the Classes, which predominate over any individual questions, including:

- a. Whether Defendants engaged in the conduct alleged herein;

- b. Whether there is a difference in value between online distance learning and live in-person instruction;
- c. Whether the University breached its contracts with Plaintiff and the other Tuition Class members by retaining the portion of their tuition representing the difference between the value of one half a semester of online distance learning and one half a semester of live in-person instruction in brick and mortar classrooms and by refusing to reduce outstanding charges;
- d. Whether the University was unjustly enriched by retaining tuition payments and refusing to reduce outstanding charges of Plaintiff and the Tuition Class representing the difference in value of one half a semester of online distance learning and one half a semester of live in-person instruction in brick and mortar classrooms;
- e. Whether the University breached its contracts with Plaintiff and the other members of the Room and Board Class who entered into housing agreements by not reducing outstanding charges or refunding the full prorated amount of housing expenses and whether the University breached its contracts with Plaintiff and the other Class members by not reducing outstanding charges and by retaining costs for food and on-campus dining without providing those services which the costs were intended to cover;
- f. Whether the University was unjustly enriched by not reducing outstanding charges and by retaining payments of Plaintiff and the other Room and Board Class members while they (or the students on whose behalf they paid) moved out of their on-campus housing;

- g. Whether the University breached its contracts with Plaintiff and the other Fee Class members by not reducing outstanding charges and by retaining fees without providing the services which the fees were intended to cover;
- h. Whether the University was unjustly enriched by not reducing outstanding charges and by retaining fees of Plaintiff and the other Fee Class members without providing the services which the fees were intended to cover;
- i. Whether certification of any or all the Room and Board Class, Fee Class and/or Tuition Class is appropriate under Ohio Rule of Civil Procedure 23(B);
- j. Whether Class members are entitled to declaratory, equitable, or injunctive relief, and/or other relief; and
- k. The amount and nature of relief to be awarded to Plaintiff and the other Class members.

52. **Typicality – Ohio Rule of Civil Procedure 23(A)(3)**. Plaintiff's claims are typical of the claims of the other members of the Classes because Plaintiff and the other members each paid for tuition, room and board, fees and certain other costs associated with the Spring 2020 semester at the University but were not provided the services that those fees and costs were meant to cover. Plaintiff and the other members of the Classes suffered damages – namely, the loss of their payments – as a direct and proximate result of the same wrongful conduct in which the University engaged. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the other members of the Classes.

53. **Adequacy of Representation – Ohio Rule of Civil Procedure 23(A)(4)**. Plaintiff is an adequate Class representative because his interests do not conflict with the interests of the

other members of the Classes who he seeks to represent, Plaintiff has retained counsel competent and experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. The interests of the members of the Classes will be fairly and adequately protected by Plaintiff and his counsel.

54. **Superiority of Adjudication as a Class Action – Ohio Rule of Civil Procedure 23(B)(3)**. Because of the aforementioned, and in an effort to preserve judicial economy, this case will be best maintained as a Class Action, which is superior to other methods of individual adjudication of claims.

55. **Declaratory and Injunctive Relief – Ohio Rule of Civil Procedure 23(B)(2)**. The University has acted or refused to act on grounds generally applicable to Plaintiff and the other members of the Classes, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the members as a whole.

## **SECOND CLAIM FOR RELIEF**

### **BREACH OF CONTRACT (Plaintiff and Other Members of the Tuition Class)**

56. Plaintiff repeats and re-alleges the allegations in the Paragraphs above, as if fully alleged herein.

57. Plaintiff brings this claim individually and on behalf of other members of the Tuition Class.

58. Plaintiff and the Tuition Class entered into contracts with the University (the contracts are in the University's possession) which provided that Plaintiff and other members of the Tuition Class would pay tuition, and in exchange, the University would provide live in-person instruction in a brick and mortar classroom.

59. Plaintiff and other members of the Tuition Class fulfilled their end of the bargain when they accepted charges and paid tuition for the Spring 2020 semester either out-of-pocket or by using student loan financing.

60. The University breached the contract with Plaintiff and the Tuition Class by moving the second half of all classes for the Spring 2020 semester to online distance learning platforms and refusing to reduce outstanding charges or refund tuition costs paid by Plaintiff and other members of the Tuition Class.

61. Plaintiff and other members of the Tuition Class have been damaged in that they have been deprived of the value of the services the tuition was intended to cover – live in-person instruction in brick and mortar classrooms – while the University retained those fees and refused to reduce outstanding charges.

62. Plaintiff and other members of the Tuition Class are entitled to a refund and a commensurate reduction in outstanding charges.

63. Plaintiff and other members of the Tuition Class are entitled to an equitable remedy – here: disgorgement of the difference between the value of one half a semester of online learning versus the value of one half a semester of live in-person instruction in brick and mortar classrooms.

### **THIRD CLAIM FOR RELIEF**

#### **BREACH OF CONTRACT (Plaintiff and Other Members of the Room and Board Class)**

64. Plaintiff repeats and re-alleges the allegations in the Paragraphs above, as if fully alleged herein.

65. Plaintiff brings this claim individually and on behalf of the other members of the Room and Board Class.

66. Plaintiff and other members of the Room and Board Class entered into contracts in the form of agreements with the University (the contracts are in the University's possession), that provided that Plaintiff and other members of the Room and Board Class would pay for room and board and, in exchange, the University would provide housing and meals in its residence halls and other campus affiliated-housing.

67. Plaintiff and other members of the Room and Board Class fulfilled their end of the bargain when they accepted charges or paid amounts due and owing for their residence hall or other housing for the semester. Plaintiff and other members of the Room and Board Class were not provided housing for the entire semester; accordingly, Plaintiff and other members of the Room and Board Class are entitled to a reduction in outstanding charges or a refund.

68. Plaintiff and the other members of the Room and Board Class are entitled to an equitable remedy in the event of a breach – here: disgorgement of the unused days of housing costs already charged.

69. The University has refused to reduce outstanding charges and retained funds paid by Plaintiff and other members of the Room and Board Class for their Spring 2020 residence hall housing, without providing the benefit of their bargain.

70. Plaintiff and other members of the Room and Board Class have been damaged in that they have been deprived of the value they paid for residence hall housing and meals while the University retained that value.

#### **FOURTH CLAIM FOR RELIEF**

##### **BREACH OF CONTRACT (Plaintiff and Other Members of the Fee Class)**

71. Plaintiff repeats and re-alleges the allegations in the Paragraphs above, as if fully alleged herein.

72. Plaintiff brings this claim individually and on behalf of the other members of the Fee Class.

73. Plaintiff and the Fee Class entered into contracts with the University (the contracts are in the University's possession), which provided that Plaintiff and other members of the Fee Class would pay various fees, and in exchange, the University would provide services to students.

74. The University has refused to reduce outstanding charges and has retained the money paid by Plaintiff and the other members of the Fee Class, without providing them the benefit of their bargain.

75. Plaintiff and the other members of the Fee Class have been damaged in that they have been deprived of the value of the services the fees they paid were intended to cover, while the University refused to reduce outstanding charges and provide refunds.

76. Plaintiff and other members of the Fee Class are entitled to an equitable remedy – here: disgorgement of the prorated, unused amounts of fees already charged and collected.

#### **FIFTH CLAIM FOR RELIEF**

##### **UNJUST ENRICHMENT (Plaintiff and Other Members of the Tuition Class)**

77. Plaintiff repeats and re-alleges the allegations in the Paragraphs above, as if fully alleged herein.

78. Plaintiff brings this claim individually and on behalf of the other members of the Tuition Class and in the alternative to the breach of contract claim brought on behalf of Plaintiff and the other members of the Tuition Class.

79. The University has received a benefit at the expense of Plaintiff and other members of the Tuition Class to which it is not entitled. Plaintiff and other members of the Tuition Class accepted charges and paid substantial tuition for live in-person instruction in brick and mortar

classrooms and did not receive the full benefit of their bargain. Accordingly, the University should reduce outstanding charges and return a portion of money paid for tuition for the Spring 2020 semester by Plaintiff and other members of the Tuition Class. Equity demands the return of the difference between the value of one half of one semester of instruction on online distance learning platforms versus the value of one half of one semester of live in-person instruction in brick and mortar classrooms.

80. The University has been unjustly enriched by refusing to refund money paid by Plaintiff and other members of the Tuition Class for live in-person instruction in brick and mortar classrooms without providing the services for which those funds were to be paid. Equity requires that the University return a portion of the amounts paid in tuition to Plaintiff and other members of the Tuition Class.

#### **SIXTH CLAIM FOR RELIEF**

##### **UNJUST ENRICHMENT**

##### **(Plaintiff and Other Members of the Room and Board Class)**

81. Plaintiff repeats and re-alleges the allegations in the Paragraphs above, as if fully alleged herein.

82. Plaintiff brings this claim individually and on behalf of the other members of the Room and Board Class and in the alternative to the breach of contract claim brought on behalf of Plaintiff and the other members of the Room and Board Class.

83. The University has received a benefit to which it is not entitled at the expense of Plaintiff and other members of the Room and Board Class. Plaintiff and other members of the Room and Board Class accepted charges and paid for room and board and did not receive the full benefit of their bargain. Accordingly, the University should reduce outstanding charges and return the unused amounts paid for room and board for the Spring 2020 semester by Plaintiff and other

members of the Room and Board Class. Equity demands a reduction in outstanding charges and the return of the prorated, unused amounts paid by Plaintiff and other members of the Room and Board Class.

84. The University has been unjustly enriched by refusing to refund the amounts paid by Plaintiff and other members of the Room and Board Class for residence hall housing for the semester while not providing the housing and meals for which those funds were to be paid. Equity requires the University to return the full prorated unused amounts charged to Plaintiff and other members of the Room and Board Class for their housing and meal expenses.

#### **SEVENTH CLAIM FOR RELIEF**

##### **UNJUST ENRICHMENT (Plaintiff and Other Members of the Fee Class)**

85. Plaintiff repeats and re-alleges the allegations in the Paragraphs above, as if fully set forth herein.

86. Plaintiff brings this claim individually and on behalf of the other members of the Fee Class, respectively, and in alternative to the breach of contract claim brought on behalf of Plaintiff and the other members of the Fee Class.

87. The University has received a benefit to which it is not entitled at the expense of Plaintiff and other members of the Fee Class. Plaintiff and other members of the Fee Class paid University fees and did not receive the full benefit of their bargain when the school shut down most facilities. Accordingly, the University should return a prorated amount of funds paid for fees for the Spring 2020 semester by Plaintiff and other members of the Fee Class. Equity demands the return of these amounts paid by Plaintiff and other members of the Fee Class.

88. Plaintiff and the other members of the Fee Class were charged for and paid fees for or on behalf of students, which were intended to cover the cost of services for the Spring 2020

semester. In exchange, students were entitled to receive Fee-related services for the entire semester.

89. The University stopped providing the services these fees were intended to cover.

90. The University has refused to refund fees paid by Plaintiff and other members of the Fee Class, without providing the services for which they were paid and, as such, has been enriched.

91. The University has been unjustly enriched by retaining the fees paid by Plaintiff and the other members of the Fee Class for the semester while not providing the services for which those fees were intended. Equity requires that the University return the fees paid by Plaintiff and the other members of the Fee Class.

#### **PRAYER FOR RELIEF**

92. Plaintiff, individually and on behalf of the other members of the Classes, respectfully requests that the Court enter judgment in their favor and against Defendants as follows:

A. Certifying the Classes as requested herein, designating Plaintiff as class representative, and appointing the undersigned counsel as Class Counsel;

B. Declaring that the University is financially responsible for notifying the members of the Classes of the pendency of this suit;

C. Declaring that the University has wrongfully refused to reduce outstanding charges and has wrongfully kept funds paid for tuition, room and board, and fees;

D. Requiring that the University disgorge amounts wrongfully obtained for on-campus tuition, room and board, and fees.

E. Requiring the University to reduce outstanding charges for tuition, room and board, and fees.

F. Awarding injunctive relief as permitted by law or equity, including enjoining the University from refusing to reduce outstanding charges and from retaining the prorated, unused amounts paid for tuition, room and board, and fees;

G. Awarding Plaintiff's reasonable attorney's fees, costs and expenses;

H. Awarding pre- and post-judgment interest on any amounts awarded; and

I. Awarding such other and further relief as may be just and proper.

April 27, 2020

Respectfully submitted,

/s/ Drew Legando

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**VERIFICATION**

I declare under the penalties of perjury that this Complaint has been examined by me and that its contents are true to the best of my information, knowledge and belief.

s/ Trevor Cross