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11 *behalf of all others similarly situated*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 JANE DOE, individually and on behalf
16 of all others similarly situated,

17 Plaintiff,

18 v.

19 UNIVERSITY OF SOUTHERN
20 CALIFORNIA, and THE BOARD OF
21 TRUSTEES OF THE UNIVERSITY
22 OF SOUTHERN CALIFORNIA,

23 Defendants.

No. 2:20-cv-4172

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiff, Jane Doe, individually and on behalf of all others similarly
2 situated, for her Class Action Complaint against Defendants University of
3 Southern California and The Board of Trustees of The University of Southern
4 California (collectively referred to herein as “USC”), based upon personal
5 knowledge as to her own actions and based upon the investigation of counsel
6 regarding all other matters, complains as follows:

7 **I. NATURE OF ACTION**

8 1. This Class Action Complaint comes during a time of hardship for
9 so many Americans, with each day bringing different news regarding the
10 novel coronavirus COVID-19.¹ Social distancing, shelter-in-place orders, and
11 efforts to ‘flatten the curve’ prompted colleges and universities across the
12 country to shut down their campuses, evict students from campus residence
13 halls, and switch to online “distance” learning.

14 2. Despite sending students home and closing its campus(es),
15 Defendants continue to charge for tuition, fees, and room and board as if
16 nothing has changed, continuing to reap the financial benefit of millions of
17 dollars from students. Defendants do so despite students’ complete inability to
18 continue school as normal, occupy campus buildings and dormitories, or avail
19 themselves of school programs and events. So while students enrolled and
20 paid Defendants for a comprehensive academic experience, Defendants
21 instead offer Plaintiff and the Class Members something far less: a limited
22 online experience presented by Google or Zoom, void of face-to-face faculty
23 and peer interaction, separated from program resources, and barred from
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25 _____
26 ¹ Plaintiff and Plaintiff’s counsel are mindful of the severe impact of the
27 coronavirus on all aspects of society. To minimize the burden on the Court and
28 to reasonably accommodate Defendants, Plaintiff will work with Defendants
to reach an agreeable schedule for their response to this Class Action
Complaint.

1 facilities vital to study. Plaintiff and the Class Members did not bargain for
2 such an experience.

3 3. While some colleges and universities have promised appropriate
4 and/or proportional refunds, Defendants exclude themselves from such other
5 institutions treating students fairly, equitably, and as required by the law. And
6 for some student and families, Defendants do so based on outdated financial
7 aid equations and collections, without taking into account disruptions to
8 family income, a particular concern now where layoffs and furloughs are at
9 record levels.

10 4. As a result, Defendants' actions have financially damaged
11 Plaintiff and the Class Members. Plaintiff brings this action because Plaintiff
12 and the Class Members did not receive the full value of the services paid and
13 did not receive the benefits of in-person instruction. They have lost the benefit
14 of their bargain and/or suffered out-of-pocket loss and are entitled to recover
15 compensatory damages, trebling where permitted, and attorney's fees and
16 costs.

17 II. JURISDICTION AND VENUE

18 5. This Court has jurisdiction over the subject matter presented by
19 this Complaint because it is a class action arising under the Class Action
20 Fairness Act of 2005 ("CAFA"), Pub. L. No. 109-2, 119 Stat. 4 (2005), which
21 explicitly provides for the original jurisdiction of the Federal Courts of any
22 class action in which any member of the Class is a citizen of a State different
23 from any Defendant, and in which the matter in controversy exceeds in the
24 aggregate sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff
25 alleges that the total claims of individual Class members in this action are in
26 excess of \$5,000,000.00 in the aggregate, exclusive of interest and costs, as
27 required by 28 U.S.C. §§ 1332(d)(2) and (6). Plaintiff is a citizen of
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1 California, and Defendants are citizens of California. Plaintiff alleges that
2 more than two-thirds of all of the members of the proposed Class in the
3 aggregate are citizens of a state other than California, where this action is
4 originally being filed, and therefore diversity of citizenship exists under
5 CAFA as required by 28 U.S.C. § 1332(d)(2)(A). The total number of
6 members of the proposed Class is greater than 100, pursuant to 28 U.S.C.
7 § 1332(d)(5)(B).

8 6. Venue is appropriate in this District because Defendants are
9 located within the Western District of California. And on information and
10 belief, events and transactions causing the claims herein, including
11 Defendants' decision-making regarding their refund policy challenged in this
12 lawsuit, has occurred within this judicial district.

13 III. PARTIES

14 7. Plaintiff Jane Doe is a citizen and resident of the State of
15 California. Plaintiff is enrolled as a full time student for the Spring 2020
16 academic term at USC. Plaintiff is in good financial standing at USC, having
17 paid in whole or in combination tuition, fees, costs, and/or room and board
18 charges assessed and demanded by Defendants for the Spring 2020 term.
19 Plaintiff paid Defendants for opportunities and services that she will not
20 receive, including on-campus education, facilities, services and activities.

21 8. Plaintiff enrolled at USC due to the strength and rigor of its
22 academic program, the opportunities afforded by USC to interact directly with
23 top-notch faculty and peers, and to gain connections through interpersonal
24 experiences created by USC as part of USC's ordinary academic experience,
25 including with USC alumni.

26 9. While USC publicly maintains the position that it continues to
27 offer a high-quality education and a robust learning environment, the reality as
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1 reflected by Plaintiff's experience is far different. Instead, the content and
2 quality of her education has significantly decreased from earlier in the
3 semester. Thus, since USC's transition to an online-only environment,
4 Plaintiff has suffered significant losses and detrimental changes in her
5 bargained for academic experience.

6 10. While Plaintiff could previously meaningfully interact with her
7 professors directly, whether before and after class, in office hours, or through
8 casual conversations, such opportunities are now constrained to rote emails
9 and pre-scheduled in-and-out Zoom conferences, absent of all relationship
10 connections.

11 11. Professors routinely provide conflicting information over email,
12 often emailing the wrong classes the wrong assignments. And where
13 information is communicated over email, it lacks sufficient substance or is
14 communicated by teaching assistants as opposed to the professor.

15 12. Whereas professors could previously adapt their material and
16 delivery based on their assessment of student comprehension, with the shift to
17 online only education, such opportunities are all but erased. Instead, professors
18 present sterilized lectures and/or PowerPoint presentations, cutting classes
19 short instead of using the full time that the professors previously used.

20 13. On top of these examples, her professors have outright cut out
21 key assignments vital to her educational experience, including assignments
22 that would provide her with important learning opportunities and access to
23 USC's alumni network. Indeed, the inability to access library based resources
24 caused the cancellation of at least one important assignment as that assignment
25 utilized key library-based resources that were unavailable off-line.

26 14. Plaintiff has lost the opportunity and ability to interact directly
27 with her peers. While Plaintiff frequently utilized many university resources to
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1 schedule private study rooms to participate in group-study sessions with her
2 peers, with USC’s closing of its doors and barring students from campus, such
3 sessions are no longer possible. Online-only group sessions provide no
4 substitute and are often fragmented by time and geographic differences as well
5 as a stark decrease in student interest to participate in such sessions in the first
6 place. Such sessions were also important to Plaintiff’s education and
7 comprehension, not to mention the relationship and friendships gained through
8 such interactions.

9 15. Plaintiff has also lost all opportunity to utilize other school
10 resources. With USC’s shuttering of its campus, Plaintiff could no longer
11 participate in school activities, such as club athletics, USC’s Greek system, or
12 the numerous other on-campus social clubs in which she was involved. She
13 cannot utilize the same educational resources ordinarily available to students.

14 16. Defendant USC is an institution of higher learning located in Los
15 Angeles County, California.

16 17. A private corporation, USC is governed by the Board of Trustees
17 of The University of Southern California (“USC Board of Trustees”), which
18 has approximately 55 voting members. The USC Board of Trustees is a self-
19 perpetuating body, electing one-fifth of its members each year for a five-year
20 term of office.

21 18. Defendants provide Class Members with campus facilities, in-
22 person classes, as well as a variety of other facilities for which Defendants
23 charge Plaintiff and the Class Members.

24 IV. FACTS

25 A. Background

26 19. Founded in 1880, USC is the oldest private research university in
27 California. It has a current enrollment of approximately 48,500 students, with
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1 approximately 28,000 graduate students and 20,500 undergraduates across 150
2 majors and minors.

3 20. USC has an endowment of approximately \$6 billion.

4 21. The Campaign for USC, a multi-year fundraising campaign saw
5 more than 400,000 donors provide \$7.16 billion in funds between 2011–2018.
6 The campaign was the second largest fundraising effort in the history of U.S.
7 higher education.²

8 22. Recently, USC received an estimated \$19 million from the
9 Federal Government as part of the Coronavirus Aid, Relief, and Economic
10 Security Act (“CARES Act”).

11 23. While many schools nationwide offer and highlight remote
12 learning capabilities as a primary component of their efforts to deliver
13 educational value (*see, e.g.*, Western Governors University, Southern New
14 Hampshire University, University of Phoenix-Arizona), USC is not such a
15 school.

16 24. Rather, a significant focus of Defendants’ efforts to obtain and
17 recruit students pertains to the campus experience it offers along with face-to-
18 face, personal interaction with skilled and renowned faculty and staff.

19 25. A few examples of such efforts to promote that experience
20 follow: USC describes itself as a “top-tier private research institution, with all
21 the resources of a large, urban university and the nurturing environment of a
22 small liberal arts college,” where students will “find different perspectives,
23 experience new cultures, and ultimately uncover a few things about
24 [themselves] along the way.”

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² <https://news.usc.edu/trojan-family/campaign-for-usc-end/>.

1 26. At USC students join a “dynamic community” and embark on a
2 “journey of intellectual challenges, personal and professional achievement and
3 lifelong friendships with alumni who excel in every field.”

4 27. Students “[e]njoy access to facilities and technologies that rival
5 those of professional settings,” 23 libraries, and an 8:1 student to faculty ratio.

6 28. USC’s distinguished faculty of 4,000 scholars, researchers,
7 teachers, and mentors includes five Nobel laureates and dozens of recipients of
8 prestigious national honors.

9 29. USC offers more than 1,000 student organizations responsible for
10 campus programs such as concerts, lectures, and leadership programs to
11 “develop valuable skills and build community on campus.”

12 30. USC also promotes the Residential College experience where
13 students can learn together from the comfort of their residence hall.

14 31. To obtain such educational opportunities and activities, Plaintiff
15 and the Class Members pay, in whole or in part, significant tuition, fees,
16 and/or room and board.

17 32. For the Spring term 2020, USC assesses the following:
18 \$28,628.00 for tuition, approximately \$3,150.00 for room and board, \$64.00
19 for student programming, \$8.00 for the student aid fund, \$366.00 for student
20 health, and Tuition Refund Insurance of \$119.17, for a total of approximately
21 \$32,335.17. Students may also pay other expenses such as parking.

22 33. Such charges for study are significantly higher than online-only
23 programs.

24 34. Schools delivering an online-only educational experience assess
25 significantly discounted rates for delivering such educational services. For
26 example, Western Governor’s University charges flat-rate tuition at \$3,370 per
27 term while Southern New Hampshire University charges \$960 per course for
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1 online undergraduate programs and \$1,881 per course for online graduate
2 programs.

3 **B. The Novel Coronavirus Shutdowns And Defendant’s Campus**
4 **Closure**

5 35. On December 31, 2019, governmental entities in Wuhan, China
6 confirmed that health authorities were treating dozens of cases of a
7 mysterious, pneumonia-like illness. Days later, researchers in China identified
8 a new virus that had infected dozens of people in Asia, subsequently identified
9 and referred to as the novel coronavirus, or COVID-19.

10 36. By January 21, 2020, officials in the United States were
11 confirming the first known domestic infections of COVID-19.

12 37. Due to an influx of thousands of new cases in China, on January
13 30, 2020, the World Health Organization officially declared COVID-19 as a
14 “public health emergency of international concern.”

15 38. By March 11, 2020, the World Health Organization declared
16 COVID-19 a pandemic.

17 39. Travel and assembly restrictions began domestically in the United
18 States on March 16, 2020, with seven counties in the San Francisco, California
19 area announcing shelter-in-place orders. Other states, counties, and
20 municipalities have followed the shelter-in-place orders and as of April 6,
21 2020, 297 million people in at least 38 states, 48 counties, 14 cities, the
22 District of Columbia, and Puerto Rico are being urged or directed to stay
23 home.

1 40. As it relates to this suit, on March 4, 2020 California Governor
2 Gavin Newsom proclaimed a State of Emergency as a result of the threat of
3 COVID-19.³

4 41. On March 19, 2020, Governor Newsom issued via Executive
5 Order N-33-20, a stay-at-home order to protect the health and well-being of all
6 Californians.⁴

7 42. On the same date, Los Angeles Mayor Eric Garcetti issued a
8 Safer At Home Public Order requiring residents to isolate themselves in their
9 residences with exceptions for essential activities.⁵ The order was later
10 extended on May 4, 2020 through May 15, 2020.⁶

11 43. On or about March 10, 2020, USC began migrating all, or
12 substantially all, classes online.

13 44. On March 6, 2020, Charles F. Zukoski, Provost and Senior Vice
14 President for Academic Affairs, sent a memorandum to the USC Community
15 announcing they would test online lectures starting March 11, 2020 through
16 March 13, 2020.⁷

17 45. On March 10, 2020, Provost Zukoski sent a memorandum to the
18 USC Community announcing after Spring Recess from March 14–21, 2020,
19 online classes would continue from March 22 through March 29, 2020.⁸
20 Students were encouraged not to return to campus and to “take all necessary
21 items essential to continuing their education, such as laptops, textbooks, and
22

23 ³ <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>.

24 ⁴ <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf>.

25 ⁵ <https://www.lamayor.org/sites/g/files/wph446/f/page/file/SAFERATHOMEORDER2020.03.19%28REV2020.05.04%29.pdf>.

26 ⁶ *Id.*

27 ⁷ <https://coronavirus.usc.edu/2020/03/06/test-of-online-class-system/>.

28 ⁸ <https://coronavirus.usc.edu/2020/03/10/update-to-university-policies-and-plans/>.

1 study materials.”⁹ All university-sponsored events, on and off campus,
 2 scheduled between March 11 and March 29, 2020 were cancelled or
 3 postponed.

4 46. On March 11, 2020, Provost Zukoski sent another memorandum
 5 extending the period of remote instruction from March 30 to April 14, 2020.¹⁰
 6 Students who were leaving campus for Spring Recess would not be allowed to
 7 return until at least April 13, 2020.¹¹

8 47. On March 13, 2020, President Carol L. Folt sent a message to the
 9 Trojan community acknowledging “Spring semester is usually filled with
 10 events, programs, thesis presentations, recitals, competitions, and
 11 celebrations.”¹²

12 48. On March 16, 2020, President Folt and Provost Zukoski sent a
 13 message informing students the remainder of the academic semester will be
 14 online.¹³ The message noted they were considering pro-rating refunds for
 15 room and board but would not have “a specific plan or answers for a couple of
 16 weeks.”¹⁴

17 49. On March 20, 2020, President Folt and Provost Zukoski sent a
 18 message that students who left university housing during Spring Recess cannot
 19 return to campus to retrieve their belongings until sometime in the future.¹⁵

20 50. On March 20, 2020, USC housing sent a message requesting all
 21 students with the ability to leave to do so, and students with circumstances
 22 requiring them to remain in USC Housing to submit a request for review.¹⁶

23 ⁹ *Id.*

24 ¹⁰ <https://coronavirus.usc.edu/2020/03/11/notice-of-extended-period-of-remote-instruction/>.

25 ¹¹ *Id.*

26 ¹² <https://coronavirus.usc.edu/2020/03/13/message-from-the-usc-president/>.

27 ¹³ <https://coronavirus.usc.edu/2020/03/16/covid-19-new-actions-2/>.

28 ¹⁴ *Id.*

¹⁵ <https://coronavirus.usc.edu/2020/03/20/latest-updates-and-actions/>.

¹⁶ <https://coronavirus.usc.edu/2020/03/20/housing-access-during-covid-19/>.

1 51. On April 10, 2020, David Wright, Senior Vice President of
2 Administration, and Winston B. Crips, Vice President for Student Affairs,
3 announced USC will provide a pro-rated reimbursement of room and meal
4 plan payments to students who vacated university housing.¹⁷

5 52. On April 28, 2020 Provost Zukoski sent a letter to students noting
6 USC has “no plans to provide pro-rated tuition refunds for the Spring 2020
7 semester or our upcoming Summer sessions.”¹⁸

8 53. Though the reasons for such closures are justified, the fact
9 remains that such closures and cancellations present significant loss to
10 Plaintiff and the Class Members.

11 54. College students across the country have offered apt descriptions
12 of the loss they have experienced as a result of the pandemic, highlighting the
13 disparity between students’ bargained for educational experience and the
14 experience that colleges and universities, including USC, now provide.

15 55. For example, as reported in The Washington Post, one student
16 “wonders why he and others . . . are not getting at least a partial tuition refund.
17 Their education, as this school year ends in the shadow of a deadly pandemic,
18 is nothing like the immersive academic and social experience students
19 imagined when they enrolled. But tuition remains the same: \$27,675 per
20 semester . . . ‘Our faculty are doing a good job of working with us,’ said Patel,
21 22, who is from New Jersey. ‘But at the end of the day, it’s not the same as in-
22 person learning . . . It shouldn’t just be a part of the business model where, no
23 matter what happens, you have to pay the same amount. The cost needs to
24 reflect some of the realities.’”¹⁹

25 _____
26 ¹⁷ <https://coronavirus.usc.edu/2020/04/10/4-10-usc-housing-update/>.

26 ¹⁸ <https://coronavirus.usc.edu/2020/04/28/4-28-academic-updates-for-current-and-future-trojans/>.

27 ¹⁹ <https://www.washingtonpost.com/education/2020/04/16/college-students-are-rebelling-against-full-tuition-after-classes-move-online/>.

1 56. As another example, as reflected in a Change.org petition, with
2 nearly 5,000 supporters, students at another major university highlight the loss
3 experienced by students: “As a result of the COVID-19 global pandemic
4 crisis, Governor Pritzker has declared a state of emergency in Illinois. In
5 response, Northwestern University made the sensible decision to offer all
6 Spring 2020 courses online for the start of the quarter and will likely extend
7 this to the rest of the quarter as the situation worsens. While this is certainly
8 the right call to ensure the health and safety of all students, Northwestern’s
9 tuition and fees do not accurately reflect the value lost by switching to online
10 education for potentially an entire term. For the following reasons, we are
11 seeking a partial refund of tuition and full refund of room and board for the
12 Spring 2020 quarter. Since Northwestern is a top private university, the
13 estimated annual cost of attendance of \$78,654 goes towards a comprehensive
14 academic experience that cannot be fully replicated online. Due to the
15 COVID-19 crisis, students paying for the Northwestern experience will no
16 longer have access to invaluable face-to-face interaction with faculty,
17 resources necessary for specific programs, and access to facilities that enable
18 learning.”²⁰

19 57. Another university’s student newspaper reflects another example:
20 “At this time, most of the campus and dorms need not be rigorously
21 maintained. No events will be held, nor speakers hosted. The world-class
22 education that consists in having opportunities to work and interact with
23 academics and peers (not to mention the vast numbers of innovators, creators,
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27 ²⁰ [https://www.change.org/p/northwestern-university-tuition-fees-](https://www.change.org/p/northwestern-university-tuition-fees-reduction-for-spring-2020)
28 reduction-for-spring-2020.

1 doctors, organizers, and more that congregate on our campus) will no longer
2 be provided.”²¹

3 58. USC students echo these efforts. Over 7,000 USC students have
4 signed a Change.org petition requesting USC provide refunds to students
5 including tuition and fees, noting the following:

6 “On March 6, 2020, faced with the ongoing spread
7 of the Coronavirus in Los Angeles and beyond,
8 University of Southern California announced their
9 decision to move all classes to Zoom from March 11
10 to March 13, which has now been extended to April
11 14. The fact is all the classes of this semester will
12 end on May 1 and nearly 1/3 of the classes will be
13 transferred online. While we recognize and
14 sympathize with the difficult position that the
15 Coronavirus has put University of Southern
16 California in, this transition to online classes
17 represents a notable reduction in educational and
18 instructional quality, which we fear will negatively
19 affect our educational and professional outcomes
20 moving forward. Further, we fear that the quality of
21 education we will be receiving will not be
22 commensurate with costly tuition payments made in
23 January of this year.

24 In addition to a reduction in educational quality,
25 other unintended consequences of the Coronavirus,
26 including cancelled talks on campus, networking
27 events, and reduced face-to-face time with
28 professors and colleagues, threaten to negatively
affect our short and long-term professional
outcomes. This is a particularly worrying prospect
for those of us graduating in 2020, as we will likely
find ourselves graduating into a recession.

With this in mind, we call upon the University to
address the reduction of educational quality that
online classes represent, as well as the negative
professional impacts of reduced networking
opportunities and cancelled campus events, by
providing students with a partial tuition
reimbursement. Thank you for your reading and
sharing.”²²

26 ²¹ <https://www.chicagomaroon.com/article/2020/3/19/uchicago-lower-tuition-spring-2020/>.

27 ²² <https://www.change.org/p/usc-president-carol-l-folt-partial-tuition-reimbursement-at-university-of-southern-california>.

1 59. And as reported in The Daily Trojan student newspaper:

2 “Given the state of the semester, students should be
3 given a partial tuition refund for Spring 2020. While
4 professors and University administration have gone
5 to great lengths to adapt course curriculums to an
6 online format and learn how to navigate Zoom, the
7 caliber of education that students are receiving is
8 evidently not the same.

9 It seems logical that students would be partially
10 reimbursed for on-campus housing and meal plans
11 going to waste, but the same should hold true for
12 University tuition. USC is a top-ranked learning
13 institution and research facility, and the high cost of
14 tuition is partially caused by the level of experiential
15 learning and on-campus resources students have
16 access to. Much of what tuition money goes toward
17 is no longer accessible, like the University’s 23
18 libraries, laboratories or lighting stages, since the
19 transition to remote learning.

20 Closed classrooms, abandoned dorms and shuttered
21 dining halls are only a facet of the college
22 experience that students are missing from home. The
23 costly biannual invoice from USC guarantees
24 students smaller class sizes, unique course offerings
25 and a more personalized education than students
26 would receive at a large public university, not to
27 mention an exclusive membership to the Trojan
28 Family.

Not everyone has access to the same resources, a
quiet space to learn, a stable internet connection or
even all of their textbooks. Although the University
has made accommodations by changing the grading
policy, some students may still be burdened by the
loss of resources available at the University.

While students and educators alike are making do
with what they have, Zoom office hours will never
be the same as interacting face-to-face with a
professor, and there’s simply no virtual substitute for
conducting undergraduate research in a lab on
campus. Free events such as Visions and Voices and
Speaker Series are postponed or canceled, and for
the few events that have been moved online, glitchy
audio and technical difficulties will never equate to
sitting in Bovard Auditorium and listening to a
presentation live.

1 While the email sent by Zukoski was an attempt at
2 transparency, students should expect more from
3 USC. As unprecedented a situation as this is, USC
4 has a responsibility to its students first. It claims to
5 accomplish its mission of creating well-rounded
6 contributors to society through a combination of
7 ‘teaching, research, artistic creation, professional
8 practice and selected forms of public service.’ With
9 the suspension of daily life and the introduction of
10 remote instruction, obviously not all of this is
11 possible. But if this is what students are paying for,
12 then Zoom classes shouldn’t cost exactly the same as
13 what a semester’s worth of hands-on interaction and
14 experience would.”²³

15 C. Defendant’s Refusal To Issue Tuition And Fee Refunds

16 60. Given USC’s transition to online classes and COVID-19
17 concerns, Defendants asked students to vacate student housing as soon as
18 possible and not to return after Spring Recess from March 14–21, 2020.

19 61. While Defendants have agreed to prorate housing and dining as
20 of March 23, 2020, they have not agreed to do the same with tuition or
21 mandatory fees.²⁴

22 62. Rather, Defendants announced tuition will remain the same for
23 the Spring 2020 term based on the disputed statement “we are continuing to
24 provide a high-quality education, ensure academic progress towards degree,
25 and offer a robust learning environment.”²⁵

26 63. Defendants do so notwithstanding the fact USC received \$19
27 million in federal stimulus aid under the CARES Act.
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²³ <https://dailytrojan.com/2020/04/15/usc-must-gives-students-a-partial-tuition-refund/>.

²⁴ <https://coronavirus.usc.edu/2020/04/10/4-10-usc-housing-update/>.

²⁵ <https://coronavirus.usc.edu/2020/04/28/4-28-academic-updates-for-current-and-future-trojans/>.

V. CLASS ACTION ALLEGATIONS

1
2 64. Plaintiff sues under Rule 23(a), (b)(2), and Rule 23(b)(3) of the
3 Federal Rules of Civil Procedure, on behalf of herself and a Class defined as
4 follows:

5 All persons enrolled at USC for the Spring 2020
6 term who paid USC, in whole or in part, tuition, fees,
7 and/or room and board for in-person instruction and
8 use of campus facilities, but were denied use of
9 and/or access to in-person instruction and/or campus
10 facilities by USC.

11 Excluded from the Class are Defendants, any entity in which Defendants have
12 a controlling interest, and Defendants' legal representatives, predecessors,
13 successors, assigns, and employees. Further excluded from the Class is this
14 Court and its employees. Plaintiff reserves the right to modify or amend the
15 Class definition including through the creation of sub-classes if necessary, as
16 appropriate, during this litigation.

17 65. The definition of the Class is unambiguous. Plaintiff is a member
18 of the Class Plaintiff seeks to represent. Class Members can be notified of the
19 class action through contact information and/or address lists maintained in the
20 usual course of business by Defendants.

21 66. Per Rule 23(a)(1), Class Members are so numerous and
22 geographically dispersed that their individual joinder of all Class Members is
23 impracticable. The precise number of Class members is unknown to Plaintiff
24 but may be ascertained from Defendants' records, however, given the
25 thousands of students enrolled at USC in a given year, that number greatly
26 exceeds the number to make joinder possible. Class Members may be notified
27 of the pendency of this action by recognized, Court-approved notice
28 dissemination methods, which may include U.S. Mail, electronic mail, Internet
postings, and/or published notice.

1 67. Defendants have acted or refused to act on grounds generally
2 applicable to Plaintiff and the Class Members, making appropriate final
3 injunctive relief and declaratory relief regarding the Class under Rule 23(b)(2).

4 68. Consistent with Rule 23(a)(2), Defendants engaged in a common
5 course of conduct giving rise to the legal rights sought to be enforced by the
6 Class Members. Similar or identical legal violations are involved. Individual
7 questions pale by comparison to the numerous common questions that
8 predominate. The injuries sustained by the Class Members flow, in each
9 instance, from a common nucleus of operative facts—USC’s campus closure
10 and student evictions, its complete transition to online classes, and
11 Defendant’s refusal to fully refund tuition, fees and/or room and board.

12 69. Additionally, common questions of law and fact predominate
13 over the questions affecting only individual Class Members under Rule
14 23(a)(2) and Rule 23(b)(3). Some of the common legal and factual questions
15 include:

- 16 a. Whether Defendants engaged in the conduct alleged;
- 17 b. Whether Defendants have a policy and/or procedure of
18 denying refunds, in whole or in part, to Plaintiff and the Class
19 Members;
- 20 c. Whether Defendants breached identical contracts with
21 Plaintiff and the Class Members;
- 22 d. Whether Defendants violated the common law of unjust
23 enrichment;
- 24 e. Whether Defendants converted Plaintiff and the Class
25 Members refunds and/or rights to refunds;
- 26 f. The nature and extent of damages and other remedies to which
27 the conduct of Defendants entitles the Class Members.

1 70. The Class Members have been damaged by Defendants through
2 their practice of denying refunds to Class Members.

3 71. Plaintiff's claims are typical of the claims of the other Class
4 Members under Rule 23(a)(3). Plaintiff is a student enrolled at USC in the
5 Spring 2020 term. Like other Class Members, Plaintiff was instructed to leave
6 USC's campus, forced to take online classes, and has been completely or
7 partially denied a refund for tuition, fees, and/or room and board.

8 72. Plaintiff and Plaintiff's counsel will fairly and adequately protect
9 the interests of the Class as required by Rule 23(a)(4). Plaintiff is familiar with
10 the basic facts that form the bases of the Class Members' claims. Plaintiff's
11 interests do not conflict with the interests of the other Class Members she
12 seeks to represent. Plaintiff has retained counsel competent and experienced in
13 class action litigation and intends to prosecute this action vigorously.

14 Plaintiff's counsel has successfully prosecuted complex class actions,
15 including consumer protection class actions. Plaintiff and Plaintiff's counsel
16 will fairly and adequately protect the interests of the Class Members.

17 73. The class action device is superior to other available means for
18 the fair and efficient adjudication of the claims of Plaintiff and the Class
19 Members under Rule 23(b)(3). The relief sought per individual members of
20 the Class is small given the burden and expense of individual prosecution of
21 the potentially extensive litigation necessitated by the conduct of Defendants.
22 It would be virtually impossible for the Class Members to seek redress
23 individually. Even if the Class Members themselves could afford such
24 individual litigation, the court system could not.

25 74. In addition, under Rule 23(b)(3)(A), individual litigation of the
26 legal and factual issues raised by the conduct of Defendants would increase
27 delay and expense to all parties and to the court system. The class action
28

1 device presents far fewer management difficulties and provides the benefits of
2 a single, uniform adjudication, economies of scale, and comprehensive
3 supervision by a single court.

4 75. Under Rule 23(b)(3)(C), it is desirable to concentrate the
5 litigation of the claims of Plaintiff and the Class Members in this forum given
6 that USC is located within this judicial district and discovery of relevant
7 evidence will occur within this district.

8 76. Given the similar nature of the Class Members' claims and the
9 absence of material differences in the state statutes and common laws upon
10 which the Class Members' claims are based, a nationwide Class will be easily
11 managed by the Court and the parties per Rule 23(b)(3)(D).

12 **VI. CAUSES OF ACTION**

13 **COUNT I**

14 **BREACH OF CONTRACT**

15 77. Plaintiff restates and re-alleges, and incorporates herein by
16 reference, the preceding paragraphs as if fully set forth herein.

17 78. Plaintiff and the Class Members entered into identical, binding
18 contracts with Defendant.

19 79. Under their contracts with Defendant, Plaintiff and the members
20 of the class paid Defendant tuition, fees and/or room and board charges for
21 Defendant to provide in-person instruction, access to Defendant's facilities,
22 and/or housing services.

23 80. Plaintiff and the Class Members have fulfilled all expectations,
24 having paid Defendants for all Spring 2020 term financial assessments.

25 81. However, Defendants have breached such contracts, failed to
26 provide those services and/or have not otherwise performed as required by the
27 contract between Plaintiff and the Class Members and Defendants. Defendants
28

1 have moved all classes to online classes, have restricted or eliminated Plaintiff
2 and the Class Members' ability to access university facilities, and/or have
3 evicted Plaintiff and the Class Members from campus housing. In doing so,
4 Defendants have and continue to deprive Plaintiff and the Class Members
5 from the benefit of their bargains with Defendants.

6 82. Plaintiff and the Class Members have been damaged as a direct
7 and proximate result of Defendants' breach.

8 83. Plaintiff and Class Members are entitled to damages, including
9 but not limited to tuition refunds, fee refunds, and/or room and board refunds.

10 **COUNT II**

11 **UNJUST ENRICHMENT**

12 84. Plaintiff restates and re-alleges, and incorporates herein by
13 reference, the preceding paragraphs as if fully set forth herein.

14 85. At all times relevant hereto, Plaintiff and the Class Members
15 directly conferred non-gratuitous benefits on Defendants, *i.e.*, monetary
16 payments for tuition, fees, and/or room and board, so that Plaintiff and the
17 Class Members could avail themselves of in-person educational opportunities
18 and utilize campus facilities, including campus dormitories.

19 86. Defendants knowingly accepted the benefits conferred upon them
20 by Plaintiff and the Class Members.

21 87. Defendants appreciated or knew of the non-gratuitous benefits
22 conferred upon them by Plaintiff and members of the Class.

23 88. Defendants accepted or retained the non-gratuitous benefits
24 conferred upon them by Plaintiff and members of the Class, with full
25 knowledge and awareness that, because of Defendants' unjust and inequitable
26 actions, Plaintiff and members of the Class are entitled to refunds for tuition,
27 fees, and/or room and board.

1 89. Retaining the non-gratuitous benefits conferred upon Defendants
2 by Plaintiff and members of the Class under these circumstances made
3 Defendants’ retention of the non-gratuitous benefits unjust and inequitable.

4 90. Because Defendants’ retention of the non-gratuitous benefits
5 conferred by Plaintiff and members of the Class is unjust and inequitable,
6 Plaintiff and members of the Class are entitled to, and seek disgorgement and
7 restitution of the benefits unjustly retained, whether in whole or in part,
8 including through refunds for tuition, fees, and/or room and board.

9 **COUNT III**
10 **CONVERSION**

11 91. Plaintiff restates and re-alleges, and incorporates herein by
12 reference, the preceding paragraphs as if fully set forth herein.

13 92. Plaintiff and the other members of the Class have an undisputed
14 right to receive educational services, activities, and access USC’s facilities for
15 the Spring 2020 term. Plaintiff and the Class Members obtained such rights by
16 paying Defendants tuition, fees, and/or room and board and by otherwise
17 remaining in good standing with Defendants.

18 93. Defendants wrongfully exercised control over and/or
19 intentionally interfered with the rights of Plaintiff and members of the Class
20 by effectively closing its campus(es) to in-person education and switching to
21 an online-only format, discontinuing paid-for services, and evicting students
22 from campus housing. All the while, Defendants have unlawfully retained the
23 monies Plaintiff and the Class Members paid Defendants as well as barred
24 Plaintiff from USC’s facilities.

25 94. Defendants deprived Plaintiff and the other Class Members of the
26 rights and benefits for which they paid Defendants tuition, fees, and/or room
27 and board.

28

1 95. Plaintiff and/or Class Members have requested and/or demanded
2 that Defendants issue refunds.

3 96. Defendants’ interference with the rights and services for which
4 Plaintiff and members of the Class paid damaged Plaintiff and the members of
5 the Class in that they paid for rights, benefits, services, and/or facility access,
6 but Defendant has deprived Plaintiff and members of the Class of their rights,
7 benefits, services, and/or facility access.

8 **COUNT IV**

9 **CAL. BUS. & PROF. CODE § 17200**

10 97. Plaintiff restates and re-alleges, and incorporates herein by
11 reference the preceding paragraphs as if fully set forth herein.

12 98. California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§
13 17200, et seq., prohibits an “unlawful, unfair or fraudulent business act or
14 practice.”

15 99. Defendants violated the Unfair Competition Law by committing
16 an unlawful act by breaching its contracts with Plaintiff and Class Members,
17 failing to provide services paid for, including in-person instruction and access
18 to Defendants’ facilities, and failing to refund tuition, fees, and costs.

19 100. Defendants’ practices are fraudulent because Defendants
20 represented they would offer in-person instruction and access to Defendants’
21 facilities. Plaintiff and Class Members paid for the Spring 2020 semester and
22 college experience as advertised. But Plaintiff and Class Members did not
23 receive the services they paid for—Defendants moved all classes online,
24 restricted student access to university facilities, and evicted Plaintiff and Class
25 Members from campus housing.

1 101. Defendants continue to charge full tuition and fees as if full
2 services and facilities are being provided, collecting millions of dollars from
3 students deprived of the full benefit of their payments.

4 102. Defendants’ practices are immoral, unethical, oppressive,
5 unscrupulous or substantially injurious because it deprives Plaintiff and Class
6 members of their bargained for educational experience, opportunities, and
7 access to facilities, and forces students and families bear the burden of USC’s
8 COVID-19 related shutdown.

9 103. As a direct and proximate result of Defendants unlawful and
10 unfair business acts and practices, Plaintiffs have suffered and will continue to
11 suffer actual damages.

12 104. Plaintiff and members of the Class are entitled to, and seek
13 disgorgement and restitution of the benefits unjustly retained, whether in
14 whole or in part, including through refunds for tuition, fees, and/or room and
15 board.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff and Class Members request that the Court
18 enter an order or judgment against Defendants including:

19 A. Certification of the action as a Class Action under Rules 23(b)(2)
20 and 23(b)(3) of the Federal Rules of Civil Procedure, and appointment of
21 Plaintiff as Class Representative and her counsel of record as Class Counsel;

22 B. Damages in the amount of unrefunded tuition, fees, and/or room
23 and board;

24 C. Actual damages and all such other relief as provided under the
25 law;

26 D. Pre-judgment and post-judgment interest on such monetary relief;
27
28

1 E. Other appropriate injunctive relief as permitted by law or equity,
2 including an order enjoining Defendants from retaining refunds for tuition,
3 fees, and/or room and board;

4 F. The costs of bringing this suit, including reasonable attorney's
5 fees; and

6 All other relief to which Plaintiff and members of the Class may be
7 entitled by law or in equity.

8 **JURY DEMAND**

9 Plaintiff demands trial by jury on her own behalf and on behalf of Class
10 Members.

11 Dated: May 7, 2020

Respectfully submitted,

12 By: /s/ Christopher R. Pitoun

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