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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 LATISHA WATSON, Individually and  
12 on Behalf of All Others Similarly  
13 Situated,

14 Plaintiffs,

15 v.

16 THE UNIVERSITY OF SOUTHERN  
17 CALIFORNIA, and THE BOARD OF  
18 TRUSTEES OF THE UNIVERSITY  
19 OF SOUTHERN CALIFORNIA,

20 Defendants.

Case No. 2:20-cv-04107

**CLASS ACTION COMPLAINT**

- 21 **(1) BREACH OF CONTRACT;**
- 22 **(2) RESTITUTION BASED ON**
- 23 **QUASI CONTRACT;**
- 24 **(3) CONVERSION; and**
- 25 **(4) UNFAIR BUSINESS**
- 26 **PRACTICES IN**
- 27 **VIOLATION OF**
- 28 **CALIFORNIA BUSINESS &**
- PROFESSIONS CODE**
- § 17200, et seq.**

JURY TRIAL DEMANDED

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1 Plaintiff Latisha Watson (“Watson”), individually and on behalf of all other  
2 similarly situated students (collectively, “Plaintiffs” or the “Class” as defined  
3 below), brings this class action complaint against the University of Southern  
4 California (“USC”) and the Board of Trustees of the University of Southern  
5 California (collectively, “Defendants” or the “University”). Plaintiff makes the  
6 following allegations upon personal knowledge as to her own acts and upon  
7 information and belief and her attorneys’ investigation as to all other matters.

8 **I. NATURE OF THE ACTION**

9 1. This is a class action brought on behalf of Plaintiff and other similarly  
10 situated USC students who paid tuition and fees for the Spring 2020 academic  
11 semester and who (i) did not receive their bargained-for educational and other  
12 services and (ii) have not been refunded a prorated portion of their tuition and fees  
13 after the University ceased providing such services to students during the Spring  
14 2020 academic semester due to Coronavirus Disease 2019 (“COVID-19”).

15 2. Specifically, as a result of Defendants’ wrongful acts and unfair  
16 business practices alleged herein, Plaintiff and the proposed Class (i) have not  
17 received any refund or reimbursement for the unused services for which they paid;  
18 and/or (ii) received inadequate reimbursements for unused meal plan amounts that  
19 they were unable to use after USC’s campus was closed due to COVID-19; and/or  
20 (iii) did not receive any refund or reimbursement for the decreased value of the  
21 education they received from USC when their classes transitioned from in-person  
22 instruction at the University’s campus facilities to an entirely remote, online learning  
23 format.

24 3. USC is a private university in California. In 2019, USC enrolled more  
25 than 20,000 undergraduate and approximately 28,000 graduate students for a total  
26 enrollment of approximately 48,500 students.

27 4. USC has a \$6 billion endowment and is the 22nd wealthiest university  
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1 in the United States.

2 5. The estimated annual USC undergraduate tuition is \$57,256, exclusive  
3 of fees, including housing, meals, and other incidentals. For graduate students, the  
4 cost varies. For example, the estimated annual tuition and fees for graduate students  
5 in USC's social work program is approximately \$55,620.

6 6. In response to COVID-19, on or around March 11, 2020, the University  
7 announced its intention to cease all in-person classes. Instead, the University would  
8 attempt to provide instruction electronically via online classes until at least  
9 March 13. That date was subsequently extended to April 14 and has now been  
10 extended through the end of the academic year. The move to all online classes also  
11 applies to all Summer courses.

12 7. On April 28, 2020, USC Provost Charles Zukoski sent a campus-wide  
13 email announcing that the University would *not* offer students any prorated tuition  
14 refunds for the Spring semester or upcoming Summer sessions. He also announced  
15 that both Summer sessions would be conducted exclusively online.

16 8. The University has not provided any in-person classes since March 13,  
17 2020. Since then, USC has offered less valuable online classes instead of the  
18 bargained-for in-person instruction to those students enrolled for the Spring 2020  
19 semester (January 9, 2020 - May 13, 2020). Consequently, since March 13, 2020,  
20 Defendants have not provided the education, services, facilities, technology, access  
21 or opportunities for which Plaintiff and the Class paid. Moreover, Defendants have  
22 failed to compensate Plaintiff and the Class for the diminished value and damages  
23 they have suffered as a result of Defendants' actions.

24 9. Over 7,000 people have signed an online petition at [www.change.org](http://www.change.org)  
25 requesting that USC provide refunds to students to compensate them for the harm  
26 suffered as a result of the campus closures, failure to provide in-person instruction  
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1 and other benefits promised by the University and paid for by Plaintiffs.<sup>1</sup>

2 10. The University also has received *\$19 million* in government funding  
3 through the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act, half  
4 of which is federally mandated to go toward students who are in need of emergency  
5 financial assistance. As a result of Defendants' actions, students who do not meet  
6 academic progress requirements for the Spring semester, and international and  
7 undocumented students, will be denied access these funds.

8 11. Despite receiving this influx of federal funds, Defendants refuse to  
9 refund or reimburse Plaintiff and similarly-situated USC students the fees they paid  
10 for the education and other services they are not being provided, including fees for  
11 mandatory meal plans that were intended to pay for dining services that are no longer  
12 available.

13 12. Defendants also refuse to refund or reimburse Plaintiff and similarly  
14 situated students for tuition paid for classes that USC is currently providing to them  
15 that are substantially less valuable than the classes promised. And, Defendants have  
16 failed to properly reimburse students for the payments they made for the unused  
17 portions of the meal plans.

18 13. Plaintiff and other Class members have lost the benefits of the  
19 education, services, food, housing, and other experiences that the University  
20 promised. Despite failing to fulfill their obligations, Defendants are currently  
21 unlawfully retaining and refusing to fully or partially refund Plaintiffs' Spring 2020  
22 semester tuition, fees, and meal plans, despite the dramatically lower quality and less  
23 valuable education and services now being provided.

24 14. Essentially, students have paid Defendants for access to buildings they  
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26 <sup>1</sup> [https://www.change.org/p/usc-president-carol-l-folt-partial-tuition-](https://www.change.org/p/usc-president-carol-l-folt-partial-tuition-reimbursement-at-university-of-southern-california)  
27 [reimbursement-at-university-of-southern-california](https://www.change.org/p/usc-president-carol-l-folt-partial-tuition-reimbursement-at-university-of-southern-california) (last visited May 3, 2020).

1 can no longer enter, technology the University is not providing, activities that are  
2 not available, and meals that will never be served. USC is thus profiting from  
3 COVID-19 while further burdening students and their families, many of whom have  
4 borne the brunt of the pandemic, themselves been laid off, or who are ill or suffering  
5 from financial setbacks. The result is an enormous windfall to Defendants. Both  
6 contract and equity demand that Defendants disgorge their ill-gotten funds.

7 15. Plaintiff and similarly situated USC students are entitled to have  
8 Defendants disgorge in full the portions of their payments for unused services and  
9 to refund their tuition for substandard classes. Plaintiffs bring this class action for  
10 injunctive, declaratory, and equitable relief, and any other available remedies,  
11 resulting from Defendants' illegal, inequitable, and unfair retention of the funds paid  
12 by Plaintiff and the other students in the proposed Class.

13 16. Specifically, this lawsuit seeks disgorgement and monetary damages in  
14 the amount of prorated, unused amounts of tuition, fees and meal plan charges that  
15 Plaintiff and the other Class members paid, which benefits will not be provided by  
16 Defendants, including the difference in value between the live in-person classes for  
17 which Spring 2020 semester students enrolled and for which they paid at the start of  
18 the Spring 2020 semester, compared to the lesser online versions of classes USC has  
19 been providing to them since mid-March 2020.

## 20 **II. PARTIES**

### 21 **A. Plaintiff**

22 17. Plaintiff Latisha Watson is a resident of Los Angeles, California. Ms.  
23 Watson is a graduate student studying social work at USC. She is scheduled to  
24 receive her master's degree in Social Work ("MSW") in May 2021.

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**B. Defendants**

18. USC is a private corporation with its principal place of business is in Los Angeles County, California.

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

**III. JURISDICTION AND VENUE**

20. This Court has original jurisdiction under 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because the matter in controversy exceeds \$5,000,000, exclusive of interests and costs, and because at least one member of the Class defined below is a citizen of a state other than California.

21. This Court has personal jurisdiction over Defendants because Defendants maintain their principal place of business in this judicial District.

22. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), because Defendants reside in this District and are residents of the state in which the District is located.

**IV. FACTUAL ALLEGATIONS**

23. USC is one of the nation’s most prestigious universities and offers more than 400 graduate and professional programs through its liberal arts college and 20 professional schools.

24. In the 2020 edition of U.S. News & World Report’s Best Colleges, USC was ranked twenty-second in the top tier for “Best National University.” It tied for the fifty-sixth spot in the same rankings for best undergraduate teaching.

25. USC is also one of the nation’s most expensive private secondary

1 educations. USC markets itself and justifies its higher cost by touting the vitality of  
2 its educational experience, which it describes as “more than just classes.” In  
3 particular, the University touts its campus and the numerous varied extra-curricular  
4 activities and communities. For example, the University website proclaims: “Living  
5 on campus puts you close to your classes, USC libraries, and the student  
6 organizations and events that make campus life rewarding.”<sup>2</sup>

7 26. USC boasts more than 1,000 student organizations. Over 560 results  
8 are returned when USC’s directory of organizations is searched for the phrase “social  
9 work” and there are at least 10 separate student organizations that have the phrase  
10 “social work” in their name.

11 27. Plaintiff paid \$21,886.38 in tuition and fees for the Spring 2020  
12 semester.

13 28. Plaintiff took out loans to pay for her tuition and fees.

14 29. Plaintiff has not attended any in-person classes since March 13, 2020.  
15 Instead, all her classes have been moved online.

16 30. Plaintiff has neither received nor been offered any refund or  
17 reimbursement for the in-person tuition or fees that she paid for the Spring 2020  
18 semester at USC.

19 31. As a result of the closure of USC, Defendants have not delivered the  
20 educational services, facilities, programs, meals, and opportunities for which  
21 Plaintiff and students in the proposed Class contracted and paid. Plaintiff and the  
22 proposed Class are therefore entitled to a full refund of that portion of the fees and  
23 tuition for the latter half of the Spring 2020 semester that Defendants did not provide,  
24 or which they provided in a severely diminished manner.

25 32. The remote, online learning “classes” offered to Spring 2020 students  
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27 <sup>2</sup> <https://admission.usc.edu/live/residential-life/> (last visited May 3, 2020).



1 since March deprive students of in-person learning from their peers and school  
2 faculty. The move to these remote classes also deprives students of access to the  
3 facilities, materials, and opportunities only offered on USC's physical (as opposed  
4 to virtual) campus.

5 33. The online classes Plaintiff and her peers have been provided are not  
6 equivalent to the in-person, campus experience that Plaintiff and other USC students  
7 chose for their university education. The tuition and fees USC charged were  
8 predicated on access to and constant interaction with and feedback from peers,  
9 mentors, professors and guest lecturers; access to technology, libraries, and  
10 laboratories; spectator sports and athletic programs; student government and health  
11 services; and extracurricular groups and learning, among other things.

12 34. The online classes offered to Plaintiff and her peers are also of  
13 substantially lower quality and are objectively worth less than the courses USC  
14 offers which are intended to be online from inception.

15 35. USC offers an online Master's in Social Work program, for example.  
16 The program is referred to as the VAC Program or as MSW@USC. USC runs and  
17 manages its online MSW program in conjunction with a third-party provider of  
18 digital educational tools and interfaces called 2U.

19 36. USC charges the same amount of tuition for online courses offered  
20 through 2U as it does for in-person tuition on its campuses.

21 37. The educational tools and interfaces provided to USC by 2U are so  
22 valuable that USC has a long-term contractual agreement (extending to 2030)  
23 whereby it has agreed to pay to 2U *sixty-percent (60%)* of the tuition paid by online  
24 students.

25 38. However, when USC switched its in-person students, such as Plaintiff,  
26 to online courses, those students were not added to courses run by 2U.

1           39. Instead, Plaintiff and other in-person students were placed in haphazard  
2 courses run through the Zoom conferencing application. Those classes experienced  
3 numerous problems and deficiencies and were and are clearly less valuable than the  
4 online classes offered by USC through 2U.

5           40. For example, class sizes in online classes run through 2U are limited to  
6 twelve people to ensure that the educational experience is not hindered by large class  
7 sizes. Yet since her classes were moved online and run by USC directly, Plaintiff's  
8 class sizes have remained the same, consisting of 20-30 students per class.

9           41. In addition, due to predictable learning fatigue that ensues from trying  
10 to stay engaged in a remote environment, VAC online classes are scheduled to last  
11 for far shorter time periods online than in-person discussion-based classes. The  
12 online VAC classes also have an additional component that is asynchronous. The  
13 majority of a student's time in the online VAC MSW program is spent doing  
14 fieldwork. 2U is known for providing innovative and specially tailored educational  
15 placements in the field.

16           42. Unlike the VAC courses offered through 2U, USC's self-run post-  
17 COVID-19 online classes run for *three hours at a time*. USC's newly online classes  
18 lack numerous asynchronous components provided through the VAC program,  
19 including the extensive fieldwork opportunities.

20           43. Plaintiff and Class members' fieldwork time has not increased as a  
21 result of USC's transition to online coursework.

22           44. The VAC Program also carries numerous other benefits and  
23 professional opportunities which Plaintiff has not been provided, including a  
24 WeWork Global Access Membership, LinkedIn Premium Career Access, and access  
25 to numerous online community building tools provided by 2U.

26           45. In short, USC's same-price online program through 2U includes tools,  
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1 class size limits, community building, additional fieldwork, and a variety of  
2 additional qualitative and quantitative benefits provided to students who bargained  
3 to be online from the start.

4 46. Despite USC’s transitioning of Plaintiff and other Class members to an  
5 online learning format, Plaintiff and Class members have not been offered the tools  
6 or benefits that 2U provides, presumably because USC would be required to pay for  
7 such services—in the amount of approximately 60% of the tuition paid by the  
8 students.

9 47. Instead, Plaintiff and Class members have been provided with a second-  
10 rate online substitute which is cheaper for USC to provide by simply putting existing  
11 professors and classes on Zoom. But USC’s post-COVID-19 online student  
12 offerings do not even come close to comparing with either USC’s in-person course  
13 experience or its online offerings with 2U. Instead, they are overpriced bubble-gum  
14 and duct-tape substitutes.

15 48. As part of the \$21,866.38 she paid to USC, Plaintiff paid \$675.00 for a  
16 meal plan for students who live off-campus, as Plaintiff does. The meal plan  
17 included 40 Meals in on-campus dining facilities, specifically, Café 84, Everybody’s  
18 Kitchen & Parkside Residential Dining Venues. The plan also included \$150 Dining  
19 Dollars which could be used in USC Hospitality Park Campus & Health Sciences  
20 Campus, and retail and residential dining venues, throughout the semester.

21 49. Plaintiff also paid a mandatory “student programming fee” of \$43 per  
22 semester but has been unable to access meaningful student programming since the  
23 school shut down.

24 50. Plaintiff has neither received nor been offered any refund for the unused  
25 portion of her mandatory meal plan.

26 51. At the time USC closed, Plaintiff had only used approximately half the  
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1 meals and Dining Dollars that were part of the meal plan she purchased. Moreover,  
2 during the closure many of the dining locations that were part of Plaintiff's meal  
3 plan have been closed, and all dining options have been transformed to be take-out  
4 only. Plaintiff and members of the Class therefore receive significantly limited  
5 dining options and none of the social benefits of the meal plans and on-campus  
6 dining experiences for which they paid.

7 52. Plaintiff does not own a car and taking public transportation at this time  
8 poses risks of exposure to COVID-19. Traveling to the campus would take Plaintiff  
9 over an hour on the bus.

10 53. Traveling an hour to campus to pick up take-out food from the few  
11 remaining dining options on campus would violate the spirit, if not the letter of  
12 California Governor Gavin Newsom's stay-at-home order. Further, it is  
13 unreasonable to expect students to travel from off-campus housing to purchase take-  
14 out meals from campus when all other campus facilities and activities are closed.

15 54. Per USC policy, "[a]ll required meal plans reset at the end of each  
16 semester. Remaining funds cannot be refunded or transferred." Meal plan changes  
17 are not accepted after January for the Spring semester. Thus, USC's closure of  
18 campus will result in Plaintiff's and other Class members' unused meals and Dining  
19 Dollars being completely lost.

20 55. Through this lawsuit, Plaintiff seeks—for herself and the other Class  
21 members—Defendants' disgorgement and/or refund of the prorated, unused portion  
22 of meal fees, proportionate to the amount of time that remained in the Spring 2020  
23 semester when the campus was shut down, when classes moved online and when  
24 campus dining services ceased being provided in full, as well as a refund of a  
25 percentage of tuition based on students no longer being able to attend classes in  
26 person and instead being offered a sub-par online learning experience.

1 **V. CLASS ACTION ALLEGATIONS**

2 56. Pursuant to Fed. R. Civ. P. 23(a), (b)(2), (b)(3), and/or (c)(4), Plaintiff  
3 brings this action on behalf of herself and the following Class:

4 All persons who paid the University of Southern California tuition  
5 and/or fees for in person education and/or who paid for unused and  
6 unrefunded meal plans to the University of Southern California for the  
Spring 2020 semester.

7 57. A class action is a superior means to ensure the fair and efficient  
8 adjudication of this case. The damages suffered by individual Class members are  
9 relatively small compared to the burden and expense of individual litigation of the  
10 claims described herein against the Defendants. Moreover, individualized actions  
11 would run the risk of creating inconsistent or contradictory judgments arising from  
12 the same set of facts and would increase the likely delay and expense to all parties  
13 involved and the Court itself. By contrast, by proceeding as a class action, the claims  
14 at issue can be adjudicated efficiently through economies of scale.

15 58. **Numerosity.** In accordance with Fed. R. Civ. P. 23(a)(1), the members  
16 the proposed Class are so numerous and geographically dispersed that individual  
17 joinder of all Class members is impracticable. Although the precise number of Class  
18 members is unknown presently to Plaintiff, the Class is presumed to number more  
19 than 40,000 people and is easily ascertainable through enrollment and financial  
20 records maintained by Defendants.

21 59. **Commonality and Predominance.** In accordance with Fed. R. Civ. P.  
22 23(a)(1) and (b)(3), this action involves questions of law and fact common to the  
23 Class that predominate over any individual questions specific to any Class member.  
24 These include:

- 25 a. whether Defendants accepted money from the Class;
- 26
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- b. whether Defendants retained money from the Class for services they did not render, or only partially rendered;
- c. whether Defendants entered into a contract with the Class;
- d. whether Defendants breached their contract with the Class;
- e. whether Defendants' failure to refund unused meal plans was appropriate;
- f. whether Defendants benefited from the money they accepted from the Class;
- g. whether the educational and other services Defendants provided to the Class were commensurate with their value;
- h. whether certification of the Class is appropriate under Fed. R. Civ. P. 23;
- i. whether Class members are entitled to declaratory, equitable, or injunctive relief, and/or other relief; and
- j. the amount and nature of relief to be awarded to Plaintiff and the other Class members.

60. **Typicality.** Pursuant to Fed. R. Civ. P. 23(a)(3), Plaintiff's claims are typical of the other Class members' claims because Plaintiff and the other Class members each paid for certain costs associated with the Spring 2020 semester but were not provided the services that those costs were meant to cover. Each suffered damages in the form of their lost tuition, fees, and other monies paid to Defendants, and the claims all arise from the same USC practices and course of conduct. There are no defenses available that are unique to the Plaintiff.

61. **Adequacy of Representation.** In accordance with Fed. R. Civ. P. 23(a)(4), Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the other proposed Class members. Moreover, Plaintiff has retained counsel competent and experienced in complex class action litigation,

1 and she intends to prosecute this action vigorously on behalf of her fellow Class  
2 members. Plaintiff has no interests that are antagonistic to those of the Class and  
3 she will fairly and adequately protect the proposed Class' rights along with counsel.

4 **COUNT I**

5 **Breach of Contract**

6 62. Plaintiff repeats and alleges the allegations in Paragraphs 1-61, above,  
7 as if fully alleged herein.

8 63. Plaintiff brings this claim individually and on behalf of the other  
9 members of the Class.

10 64. Plaintiff and the other members of the Class entered into binding  
11 contracts with the University of Southern California through Defendant Board of  
12 Trustees, for which USC was the direct beneficiary, which provided that Plaintiff  
13 and the other members of the Class would pay tuition and fees, including fees for  
14 dining services, to USC, in exchange for on-campus educational, social, and dining  
15 facilities and experiences.

16 65. As part of their contracts with USC, and, in exchange for adequate  
17 consideration that Plaintiff and members of the proposed Class provided, Defendants  
18 promised to provide educational and campus services and a meal plan during the  
19 Spring 2020 semester.

20 66. Defendants failed to provide the services that they were obligated to  
21 perform under their contracts with Plaintiff and the proposed Class. Defendants  
22 have retained tuition, fee and meal plan payments paid by Plaintiff and the other  
23 members of the Class for the full 2020 Spring semester without providing them the  
24 promised benefits, instead providing those benefits for only a portion of the 2020  
25 Spring semester.

26 67. By contrast, Plaintiff and the other members of the Class fulfilled their  
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1 end of the bargain when they paid the monies due and owing for their full tuition,  
2 fees, and meal plans for the semester.

3 68. The tuition, fees and meal plan payments that Plaintiff and the proposed  
4 Class paid were intended to cover in-person educational and extra-curricular services  
5 from January through May 2020. Defendants, however, failed to provide the  
6 services due under the contracts for that entire time period, yet have improperly  
7 retained the funds Plaintiff and the proposed Class paid for their Spring 2020 tuition  
8 and meal plans without providing them the services and other benefits due under the  
9 contracts.

10 69. Plaintiff and members of the Class have suffered damages as a direct  
11 and proximate result of Defendants' breach, including being deprived of the  
12 education, experience and services that they were promised and expected to obtain,  
13 and for which they have paid. They are entitled to damages including but not limited  
14 to prorated reimbursement of the tuition, fees and other expenses that were collected  
15 by Defendants for services that Defendants failed to deliver fully.

16 70. Defendants' performance under the contracts is not excused because of  
17 COVID-19. Even if performance was excused or impossible, USC would  
18 nevertheless be required to return the funds received for services and/or goods that  
19 it did not provide.

## 20 COUNT II

### 21 **Restitution Based On Quasi-Contract**

22 71. Plaintiff repeats and allege the allegations in Paragraphs 1-70, above,  
23 as if fully alleged herein.

24 72. Plaintiff brings this claim individually and on behalf of the other  
25 members of the Class in the alternative to the breach of contract claim brought in  
26 Count I.





1 on-campus classes, facilities, activities, and meal plans, while moving all classes to  
2 an online, remote learning format and discontinued services and access to facilities  
3 for which Plaintiff and the members of the proposed Class had paid.

4 82. Defendants deprived the Plaintiff and the other members of the Class  
5 of their fees or of the right to the services for which their fees were intended to be  
6 used.

7 83. Class members demanded the return of the prorated, unused fees for the  
8 remainder of the Spring 2020 semester.

9 84. Defendants' retention of the fees paid by Plaintiff and the other  
10 members of the Class without providing the services for which they paid deprived  
11 Plaintiff and the other members of the Class of the benefits for which the fees were  
12 paid. This interference with the services for which Plaintiff and the other members  
13 of the Class paid damaged Plaintiff and the other members of the Class in that they  
14 paid fees for services that were not and will not be provided.

15 85. Plaintiff and the other members of the Class are entitled to the return of  
16 prorated unused portion of the fees paid, through the end of the semester

17 **COUNT IV**

18 **Cal. Bus. & Prof. Code § 17200**

19 86. Plaintiff reiterates each of the allegations in the preceding paragraphs  
20 as if set forth at length herein.

21 87. By failing to refund Plaintiff's tuition, fees and meal plan charges,  
22 Defendant caused an injury to Plaintiff's property.

23 88. Defendants' practices constituted unlawful, unfair, and fraudulent  
24 business practices.

25 89. Defendants' practices were unlawful because they violated USC's  
26 contract with Plaintiff, unjustly enriched USC, and caused Plaintiff not to receive  
27

1 goods and services for which she paid. The practices were unfair because it is  
2 unethical, immoral, unscrupulous, oppressive, and substantially injurious to  
3 consumers to deny students the value of the goods and services to which they were  
4 entitled and unfairly cause Plaintiff and members of the Class to shoulder the entire  
5 burden of USC's COVID-19 related shutdown. USC is far better situated to bear  
6 the costs of the shutdown than its students and, in any event, has failed to provide  
7 students with the goods and services for which they paid. This denial is due to no  
8 fault of Plaintiff or the Class.

9 90. Defendants' practices were fraudulent because students were charged  
10 and paid for goods and services that were promised to them but which they did not  
11 receive.

12 91. The harm caused by these business practices vastly outweighs any  
13 legitimate utility they possible could have.

14 92. Because USC has already announced that Summer classes will be  
15 online, there is a real and immediate threat that Plaintiffs will suffer the same  
16 ongoing injuries.

17 93. Plaintiff and the Class are entitled to injunctive relief, restitution,  
18 disgorgement, and to the recovery of attorneys' fees and costs.

19 **VI. PRAYER FOR RELIEF**

20 94. Plaintiff, individually and on behalf of the members of the Class,  
21 respectfully requests that the Court enter judgment in their favor and against  
22 Defendants as follows:

- 23 a. Certifying the Class as requested herein, designating Plaintiff as  
24 Class representative, and appointing the undersigned counsel as  
25 Class Counsel;

- 1        b.     Declaring that Defendants are financially responsible for notifying
- 2             the Class members of the pendency of this suit;
- 3        c.     Declaring that Defendants wrongfully kept the monies paid by the
- 4             Class;
- 5        d.     Awarding injunctive relief and restitution as permitted by law or
- 6             equity;
- 7        e.     Awarding Plaintiff's reasonable attorneys' fees, costs, and expenses;
- 8        f.     Awarding pre- and post-judgment interest on any amounts awarded;
- 9             and
- 10       g.     Awarding such other and further relief as the Court deems just and
- 11             proper.

12 **VII. DEMAND FOR JURY TRIAL**

13        Plaintiff demands a trial by jury pursuant to Rule 38 of the Federal Rules of  
14 Civil Procedure on all causes of action so triable.

15  
16 Dated: May 5, 2020

Respectfully submitted,  
BERGER MONTAGUE PC

18             /s/ Benjamin Galdston  
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