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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

ALEXANDER BARRY, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSITY OF WASHINGTON,
WILLIAM S. AYER, JOEL BENOLIEL,
JOANNE HARRELL, JEREMY JAECH,
LIBBY MACPHEE, CONSTANCE RICE,
ROGELIO RIOJAS, BLANE TAMAKI,
DAVID ZEEK and, ANA MARI CAUCE,

Defendants.

No.

**CLASS ACTION COMPLAINT FOR
DAMAGES**

JURY TRIAL DEMANDED

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1 Plaintiff, Alexander Barry, individually and on behalf of all others similarly situated, for
2 his Class Action Complaint (“Complaint”) against Defendants UNIVERSITY OF
3 WASHINGTON, including all branch and campus locations, WILLIAM S. AYER, JOEL
4 BENOLIEL, JOANNE HARRELL, JEREMY JAECH, LIBBY MACPHEE, CONSTANCE
5 RICE, ROGELIO RIOJAS, BLANE TAMAKI, DAVID ZEEK, in their capacities as members
6 of the Board of Regents and, ANA MARI CAUCE, in her capacity as University President,
7 based upon personal knowledge as to his own actions and based upon the investigation of
8 counsel regarding all other matters, complains as follows:

9 I. NATURE OF ACTION

10 1. This Class Action Complaint comes during a time of hardship for so many
11 Americans, with each day bringing different news regarding the Novel Coronavirus Disease
12 (“COVID-19”). Social distancing, shelter-in-place orders, and efforts to “flatten the curve”
13 prompted colleges and universities across the country to shut down their campuses, evict
14 students from campus residence halls, and switch to online “distance” learning.

15 2. Despite sending students home, transitioning to online instruction, and closing its
16 campuses, the University of Washington continued to charge for tuition, and/or fees as if nothing
17 changed, continuing to reap the financial benefit of millions of dollars from students.¹ The
18 University of Washington did so despite students’ complete inability to continue school as
19 normal, occupy campus buildings and dormitories, or avail themselves of school programs and
20 events. So while students enrolled and paid Defendants for a comprehensive on-campus
21 academic experience, Defendants instead provided Plaintiff and other Class members something
22 far less: a limited online experience presented by Google or Zoom, devoid of face-to-face faculty
23 and peer interaction, separated from program resources, and barred from facilities vital to study.
24 Plaintiff and Class members did not bargain for such an experience.

25
26
27 ¹ Defendants charge tuition in two components, (1) an “operating fee,” which covers
28 instruction-related expenses, and (2) a “building fee.” See <https://www.washington.edu/opb/tuition-fees/required-student-fees/>

1 3. In response to COVID-19, on or about March 6, 2020, Defendants informed
2 Plaintiff and Class members that classes and finals for the Winter Quarter 2020 would not be
3 held in person starting March 9, 2020.² And just days later, on March 18, 2020, Defendants
4 informed Plaintiff and Class members that the Spring Quarter 2020 would not be held in person
5 either.³ All non-essential on-campus events were cancelled.

6 4. Despite the provision of an entirely remote experience, Defendants refuse to
7 refund or reimburse Plaintiff and similarly situated University of Washington students and their
8 families the tuition and fees they paid for the promised on-campus instruction, services they are
9 not being provided, events they cannot attend, and programs and activities that have been
10 curtailed, discontinued, or closed.

11 5. Essentially, students and their families have paid the University of Washington
12 for in-person instruction that is no longer available to them, access to buildings they can no
13 longer enter, technology, programs, and services that the University of Washington is no longer
14 providing, and activities that are no longer available.

15 6. The University of Washington is thus benefiting from COVID-19 while further
16 burdening students and their families—many of whom have been laid-off, become ill, lost loved
17 ones, or are otherwise bearing the brunt of the COVID-19 pandemic.

18 7. Defendant’s actions have financially damaged Plaintiff and Class members.
19 Plaintiff brings this action because Plaintiff and Class members did not receive the full value of
20 the services paid, and they did not receive the benefits of in-person instruction. They have lost
21 the benefit of their bargain and/or suffered out-of-pocket loss, and are entitled to recover
22 compensatory damages and attorney’s fees and costs. This lawsuit seeks disgorgement and
23 monetary damages in the amount of prorated, unused amounts of tuition and fees that Plaintiff
24 and the other Class members paid, the benefits of which will not be provided by Defendant.
25

26 _____
27 ² [https://www.washington.edu/coronavirus/2020/03/06/beginning-march-9-classes-and-
28 held-remotely-message-to-students/](https://www.washington.edu/coronavirus/2020/03/06/beginning-march-9-classes-and-finals-will-not-be-held-in-person-message-to-faculty-and-staff/)

³ [https://www.washington.edu/coronavirus/2020/03/18/uw-spring-quarter-classes-will-be-
held-remotely-message-to-students/](https://www.washington.edu/coronavirus/2020/03/18/uw-spring-quarter-classes-will-be-held-remotely-message-to-students/)

1 **II. PARTIES**

2 8. Plaintiff Alexander Barry is a citizen and resident of the State of Washington.
3 Plaintiff is a full-time graduate student and paid tuition and fees for the Winter Quarter 2020,
4 Spring Quarter 2020, and Fall Quarter 2020 academic terms at Defendant University of
5 Washington.

6 9. Plaintiff is in good financial standing with the University of Washington, having
7 paid in whole or in combination tuition, fees, costs and/or charges assessed and demanded by
8 Defendants starting in the Winter Quarter 2020.

9 10. Plaintiff paid the University of Washington for opportunities and services that he
10 did not receive, including on-campus education, facilities, services, and activities.

11 11. While Plaintiff could have pursued his degree exclusively online, he instead
12 specifically selected an on-campus experience for the variety of educational and extracurricular
13 opportunities and benefits that only an in-person program can provide.

14 12. Plaintiff thus contracted for and paid the University of Washington for on-campus
15 instruction, opportunities, facilities, and services for the Winter Quarter, Spring Quarter 2020,
16 and Fall Quarter 2020.

17 13. Plaintiff enrolled at the University of Washington to obtain the full experience of
18 live, in-person courses and direct interactions with instructors and students, facilitated by small
19 class sizes. Plaintiff chose University of Washington due to the campus location, accessibility of
20 professors, and camaraderie with classmates both in the classroom and on campus.

21 14. With the University of Washington’s effective campus closure, cancellation of
22 campus events, suspension of many campus services and programs, and transition to exclusively
23 online instruction starting in the Winter Quarter 2020 and continuing in the Spring Quarter 2020
24 and beyond (events directed, implemented and/or approved in whole or in part by the President
25 and Board of Regents Defendants), Plaintiff lost access to the on-campus instruction,
26 opportunities, facilities, and services for which Plaintiff had bargained for by selecting—and
27 paying tuition and fees for—in-person courses and experiences.

28 15. While Plaintiff paid the University of Washington for an in-class experience that

1 would enable Plaintiff to communicate directly with his professors, attend office hours, and
2 provide access to resources unique to his in-person program, such experiences are non-existent
3 following Defendant’s effective campus closure. Such a transition has also made it difficult to
4 connect with professors and staff, a critical component to the bargained-for experience.

5 16. As a result, while Plaintiff and other students paid for in-person access to faculty
6 mentorship as an important component of the University of Washington experience, Defendants
7 excluded students from such access starting in the Winter Quarter 2020.

8 17. Defendant University of Washington is an institution of higher learning with
9 locations in Seattle, Tacoma, and Bothell, Washington. Defendant University of Washington
10 provides Class members with campus facilities, in-person classes, as well as a variety of other
11 facilities for which Defendant University of Washington charges Plaintiff and the Class
12 members.

13 18. Defendants William S. Ayer, Joel Benoliel, Joanne Harrell, Jeremy Jaech, Libby
14 MacPhee, Constance Rice, Rogelio Riojas, Blane Tamaki and David Zeek were board members
15 of the University of Washington Board of Regents and serve as “the University’s governing body
16 whose broad responsibilities are to supervise, coordinate, manage and regulate the university, as
17 provided by state statute.”⁴ The Board of Regents maintains its principal place of business at 139
18 Gerberding Hall, Seattle, WA 98195-1264.

19 19. Under state law, the Board of Regents has full control of the University and its
20 property of various kinds and any authority delegated by the Board is subject to the ultimate
21 authority of the Board. In retaining the ultimate authority over the University with which it is
22 charged by law to exercise within constitutional and statutory limitations, the Board is obligated
23 to exercise the right of periodic review of any and all aspects of government of the University,
24 the right to intervene and modify any rule, regulation, or executive order formulated by the
25 President or the faculty, the right to amend or rescind any existing rule, regulation, or executive
26 order, and the right to enact such rules, regulations, and orders as it deems proper for the
27

28 ⁴ <https://www.washington.edu/regents/>

1 government of the University.”⁵

2 20. Defendant Ana Mari Cauce is President of the University of Washington.
3 President Cauce maintains her principal place of business at 301 Gerberding Hall, Seattle, WA
4 98195-1264.

5 21. For the purpose of effecting the government of the University under and by the
6 Board of Regents, President Cauce is “authorized to act for the Board of Regents in formulating,
7 prescribing and issuing rules, regulations, and executive orders not inconsistent with the Bylaws,
8 Standing Orders, Regent Policies, and other orders of the Board and applicable state law for the
9 immediate government of the University.”⁶

10 III. JURISDICTION AND VENUE

11 22. This Court has jurisdiction over all claims against Defendants as the acts and
12 issues forming the basis of Plaintiff’s allegations occurred in King County, Washington.

13 23. Venue is proper in King County Superior Court because Defendants are located
14 and/or conduct business in King County, Washington.

15 IV. FACTS

16 A. Background

17 24. Founded in 1861, the University of Washington has a current enrollment of
18 approximately 56,000 undergraduate, graduate, and professional students across eighteen schools
19 and colleges.⁷

20 25. A significant focus of Defendant’s efforts to obtain and recruit students and
21 justify its high costs pertains to the campus experience it offers along with face-to-face, personal
22 interaction with skilled and renowned faculty and staff, a wide array of in-person services,
23 opportunities, and extracurricular activities, state-of-the-art facilities, and much more.

24 26. The University of Washington promotes student life as an integral part of the
25 experience that students bargain for in attending the University of Washington, explaining that

26 _____
27 ⁵ <http://www.washington.edu/admin/rules/policies/BRG/SOCh1.html>

28 ⁶ *Id.*

⁷ <https://finance.uw.edu/uwar/annualreport2019.pdf>

1 “Your Husky Experience doesn’t end when you leave the classroom. The hours you spend
2 outside class are just as vital as the ones you spend inside.”⁸

3 27. Indeed, the school recognizes that “[a] UW education is *more than a degree*,”
4 such that “[b]y *more* we mean skills, knowledge and abilities gained through classroom learning
5 as well as high impact experiences such a studying abroad, jobs and internships, research and
6 leadership projects, and participating in clubs and community organizations.”⁹

7 28. And as President Cauce noted in a July 10, 2020 town hall, “I really want
8 everyone to know that we recognize that students, parents, and quite frankly our faculty, prefer
9 in-person. . . . And we really look forward to having 100% in-person as soon as that is possible.
10 That is something we all want.”¹⁰

11 29. The University of Washington touts the beauty of its campus, highlighting it’s
12 2017 ranking of #1 for the “Most Beautiful College Libraries in America,” #1 “Most Picturesque
13 College Fountain,” and #22 out of the “100 Most Beautiful College Campuses in America.”¹¹

14 30. And while students are not required to live on campus, “two-thirds of freshman
15 do. By living on campus, you’ll find countless opportunities to develop meaningful relationships,
16 join an engaging and supportive academic community and explore who you are.”¹²

17 31. Indeed, students who live on campus “can choose from all sorts of community
18 activities throughout the year,” all “[d]esigned so you can unplug and have fun with your friends
19 and family.”¹³

20 32. And “no matter” where students “live on the University of Washington (UW)
21 campus, you’ll make friends and have access to social events, learning opportunities and the
22

23 ⁸ <https://admit.washington.edu/student-life/>

24 ⁹ <https://www.washington.edu/strategicplanning/initiatives/husky-experience/> (emphases in
original).

25 ¹⁰ [https://s3-us-west-2.amazonaws.com/uw-s3-cdn/wp-content/uploads/sites/10/2020/04/
15093420/Back-to-School-Town-Hall-transcription.pdf](https://s3-us-west-2.amazonaws.com/uw-s3-cdn/wp-content/uploads/sites/10/2020/04/15093420/Back-to-School-Town-Hall-transcription.pdf)

26 ¹¹ <https://admit.washington.edu/visit/>

27 ¹² [https://depts.washington.edu/doitsum/mer2017/files/0_Tuesday/2017-UW-Freshman-
Viewbook-FINAL-s.pdf](https://depts.washington.edu/doitsum/mer2017/files/0_Tuesday/2017-UW-Freshman-Viewbook-FINAL-s.pdf)

28 ¹³ <https://hfs.uw.edu/Experience/Residential-Life-Activities>

1 academic and emotional support that make the Husky Experience your own unique adventure.”¹⁴

2 33. Likewise, students living in a Living Learning Community “have unique
3 opportunities to engage with faculty and community leaders and learn through experience.”¹⁵

4 34. And students living in Family Housing “will have opportunities to participate in a
5 variety of social and educational programs, meet people of different cultures and backgrounds,
6 make lifelong friends, have fun and help influence the character of your living environment.”¹⁶

7 35. However, Defendants did not provide these on-campus experiences and in-person
8 courses, and refused to refund Plaintiff and Class members for their losses due to the campus-
9 wide transition to online-only learning starting in the Winter Quarter 2020.

10 **B. Defendant contracted to provide in-person education, housing, dining, and access to**
11 **facilities and resources.**

12 36. For the Winter Quarter 2020 and beyond, Plaintiff contracted with the University
13 of Washington—and paid a premium—specifically for *on-campus* courses and programs.

14 37. Defendant’s enrollment materials obligated the University of Washington to
15 provide Plaintiff and Class members the same in-person education, on-campus housing, sports,
16 resources, and facilities that Defendant highlighted in its promotional marketing materials.

17 38. The University of Washington’s 2018–2020 Academic Catalogs for the
18 undergraduate and graduate schools, as well as Defendant’s policies, handbooks, circulars,
19 publications, advertisements, and other promotional materials, lay out the terms of the contract
20 between the University of Washington and Plaintiff and Class members.¹⁷

21 39. The Catalog emphasizes student access to the University of Washington campus:
22 “The natural beauty of the Pacific Northwest envelops us. This is an important element of who
23 we are, for this awe-inspiring place not only anchors us, it reaffirms our desire to effect positive
24 change in the world around us. We accept gratefully our role in preserving and enhancing

25 _____
26 ¹⁴ <https://hfs.uw.edu/Guides-and-Handbooks/UW-Housing-Application-Guide-Undergrads.aspx>

27 ¹⁵ *Id.*

28 ¹⁶ *Id.*

¹⁷ <https://www.washington.edu/students/gencat/>.

1 Washington: the place, the people, our home.”¹⁸

2 40. As the Catalog lays out, courses provided on-campus routinely offer students
3 advantages and opportunities that are only available through on-campus, in-person instruction.
4 For example, the Catalog’s descriptions for on-campus courses refer to: students using “state-of-
5 the-art facilities,”¹⁹ access to “laboratories equipped with modern research equipment”²⁰ to
6 support students with coursework and projects, access to “excellent instructional and research
7 facilities,”²¹ access to “rehearsal and performance spaces,”²² studios, technology, and
8 equipment,²³ courses with opportunities for “hands-on experience,”²⁴ “hands-on experiments,”²⁵
9 and dozens of other references to benefits exclusive to on-campus instruction.

10 41. The Catalog also establishes students’ rights to access services and facilities only
11 available on-campus, noting “The Husky Card . . . provides access to services and opportunities,
12 including campus libraries.”²⁶

13 42. In registering and paying the University of Washington’s tuition and fees,
14 Plaintiff and Class members bargained for and understood that instruction would be provided in
15 person by leading academics, and on campus, including in specific buildings with state-of-the-art
16 resources.

17 43. The University of Washington’s usual and customary practices when students
18 register for on-campus courses and pay tuition for such courses is to provide on-campus
19

20 ¹⁸ <https://www.washington.edu/students/gencat/>.

21 <https://www.washington.edu/about/visionvalues>.

22 ¹⁹ <https://www.washington.edu/students/gencat/academic/microm.html>;
23 <https://www.washington.edu/students/gencat/academic/nbio.html>

24 ²⁰ <https://www.washington.edu/students/gencat/academic/bioc.html>

25 ²¹ <https://www.washington.edu/students/gencat/academic/phys.html>

26 ²² <https://www.washington.edu/students/gencat/academic/drama.html>

27 ²³ *Id.*; <https://art.washington.edu/spaces/technology>

28 ²⁴ <http://www.washington.edu/students/crscat/archo.html>; <http://www.washington.edu/students/crscat/art.html>; <http://www.washington.edu/students/crscat/psych.html>

²⁵ <http://www.washington.edu/students/crscat/biology.html>

²⁶ <https://www.washington.edu/students/gencat/>; <https://hfs.uw.edu/Husky-Card-Services>.

1 instruction. Plaintiff's and Class members' reasonable expectation when registering for classes
2 starting in the Winter Quarter 2020 and beyond was that those classes would be provided on-
3 campus, consistent with the University of Washington's usual and customary practice.

4 44. Plaintiff and Class members had the reasonable expectation that Defendants
5 would provide the in-person educational experience and use of its facilities provided in
6 Defendant University of Washington's publications, including but not limited to the Catalogs,
7 manuals, regulations, brochures, advertisements, and other promotional materials.

8 45. The combination of the express terms of the Catalogs, Defendant University of
9 Washington's publications and its usual and customary practice constituted an offer to any
10 student attending University of Washington to register for on-campus classes. When accepted by
11 Plaintiff and Class members, who did, in fact, register for such on-campus classes in accordance
12 with the University of Washington's policies and procedures and usual custom and practice, and
13 who timely paid tuition for those on-campus classes, the University of Washington became
14 contractually obligated to provide on-campus classes to Plaintiff and the other Class members.

15 46. In light of the terms laid out in the Catalogs, the University of Washington's
16 publications, and its usual and customary practice, Plaintiff and Class members registered for on-
17 campus courses starting in the Winter Quarter 2020. The University of Washington accepted
18 their registration as an on-campus student taking on-campus courses and charged Plaintiff and
19 Class members specific amounts for tuition and fees.²⁷

23 ²⁷ <https://www.washington.edu/opb/tuition-fees/current-tuition-and-fees-dashboards/> On
24 information and belief, Defendant University of Washington accounts for all student payments,
25 as well as financial aid received on an individual student's behalf, as it is frequently required to
26 issue refunds to the government and the student for instances where the student enrolls, but does
27 not complete classes for which the institution has received financial aid payments from the
28 federal government. The Higher Education Act ("HEA"), Title IV, governs federally funded
student financial aid programs for college and post-secondary vocational training. *See* 20 U.S.C.
§§ 1070–1099 (1990 & 1992 Supp.). The HEA requires that when a student withdraws partway
through the enrollment period, the institution must refund a certain portion of the charges to
account for its reduced educational obligations toward the student. *Career Coll. Ass'n v. Riley*,
74 F.3d 1265, 1269 (D.C. Cir. 1996).

1 47. Plaintiff contracted with Defendant and agreed to pay the high cost of the
2 University of Washington’s on-campus tuition because the program offered access to
3 opportunities that were based on in-person classes and study.

4 48. Plaintiff and Class members paid the University of Washington tuition and fees
5 for on-campus courses—and the benefits, services, opportunities, and facilities that came with
6 that— starting in the Winter Quarter 2020. In registering and paying the University of
7 Washington tuition and fees starting in the Winter Quarter 2020, Plaintiff and Class members
8 understood, per the Catalogs, the University of Washington’s promotional materials, and its
9 usual and customary practice, that the classes they bargained and paid for would be administered
10 on campus for the duration of the quarter, and that they would get a full quarter’s worth of access
11 to on-campus facilities, services, and resources.

12 49. However, as set forth further below, since March 9, 2020, Plaintiff and Class
13 members have been denied the benefit of their bargain. Plaintiff and other Class members have
14 lost the benefits of the in-person education, services, food, and other experiences that Defendants
15 promised. Despite failing to fulfill its obligations, Defendants are currently unlawfully retaining
16 and refusing to fully or partially refund Plaintiff’s and Class members’ tuition and fees.

17 **C. Defendant’s transition exclusively to remote learning and closure of University of**
18 **Washington’s campuses, facilities, and activities**

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

23 51. By January 21, 2020, officials in the United States were confirming the first
24 known domestic infections of COVID-19, the first of which was only miles away from The
25 University of Washington’s Seattle campus.

26 52. Due to an outbreak of thousands of new cases in China, on January 30, 2020, the
27 World Health Organization officially declared COVID-19 as a “public health emergency of
28 international concern.”

1 53. And by March 11, 2020, the World Health Organization declared COVID-19 a
2 pandemic.

3 54. On March 6, 2020, the University of Washington’s President Ana Mari Cauce
4 sent a message to the University of Washington community announcing that “[s]tarting Monday,
5 March 9, classes will no longer be meeting in person. For the remainder of the quarter,
6 instructors have been asked to conduct classes and/or exams remotely, as possible, until the
7 quarter concludes on March 20.”²⁸

8 55. Approximately nine days later, on March 18, 2020, the University of Washington
9 announced that “Spring quarter will begin as scheduled on March 30, with remote instruction
10 that will continue through the end of the quarter.”²⁹

11 56. The University of Washington also expected “most students who returned home
12 prior to spring break will remain there, and we encourage that.”³⁰

13 57. The University subsequently offered online-only courses throughout the Summer
14 2020 Quarter, and are offering an online-only format for most of the courses in the Fall 2020
15 Quarter.

16 58. The University ended on-campus events, as well. Even as of this Complaint,
17 “events are allowed only if necessary, and they must have 5 or fewer people. Events not directly
18 related to academic or critical operations, or hosted by non-UW entities are not currently
19 allowed.”³¹

20 59. Similarly, all physical branches of Defendant’s library system remain closed as
21 last updated on September 12, 2020.³²

22 60. Though the reasons for such closures are justified, the fact remains that such
23

24 ²⁸ [https://www.washington.edu/coronavirus/2020/03/06/beginning-march-9-classes-and-
25 finals-will-not-be-held-in-person-message-to-students/](https://www.washington.edu/coronavirus/2020/03/06/beginning-march-9-classes-and-finals-will-not-be-held-in-person-message-to-students/)

26 ²⁹ [https://www.washington.edu/coronavirus/2020/03/18/uw-spring-quarter-classes-will-be-
27 held-remotely-message-to-students/](https://www.washington.edu/coronavirus/2020/03/18/uw-spring-quarter-classes-will-be-held-remotely-message-to-students/)

28 ³⁰ *Id.*

³¹ <https://www.washington.edu/coronavirus/faq/#operations>

³² *Id.*

1 closures and cancellations present significant loss to Plaintiff and Class members.

2 **D. Defendant's refusal to issue tuition and fee refunds after the March 2020 remote**
3 **conversion and campus closure**

4 61. Given Defendants' transition to online classes and COVID-19 concerns,
5 Defendants encouraged students to remain at home as opposed to returning to dormitories prior
6 to March 18, 2020.

7 62. Plaintiff and Class members paid for services they cannot use because those
8 services were curtailed or eliminated, or because the student followed the university's
9 encouragement to leave campus and return home.

10 63. The online-only education provided by the University of Washington has not
11 compared and cannot compare to the live classes and access to facilities bargained for and paid
12 for by Plaintiff and the other Class members that Defendants promised to deliver.

13 64. Plaintiff and Class members were provided with an online substitute for the
14 hands-on, in-person coursework for which they contracted—and for which Plaintiff and Class
15 members paid.

16 65. The remote, online learning classes offered to students starting in the Winter
17 Quarter 2020 deprived students of in-person learning from their peers and school faculty. The
18 move to these remote classes also deprived students of access to the facilities, materials, and
19 opportunities only offered on the University of Washington's physical campus, including
20 laboratory and research experience, use of on-campus facilities, such as the gym and libraries,
21 and use of on-campus services and events such as sporting events, end-of-year programs,
22 lectures, and various student services.

23 66. The online classes Plaintiff and his peers have been provided are not equivalent to
24 the in-person, campus experience that Plaintiff and other University of Washington students
25 chose for their university education. The tuition and fees that Defendants charged were
26 predicated on access to—and constant interaction with—and feedback from peers, mentors,
27 professors, and guest lecturers; access to technology, libraries, and laboratories; opportunities to
28 attend or participate in spectator sports and athletic programs; access to student government and

1 health services; and participation in extracurricular groups and learning, among other things.

2 67. University of Washington students have offered apt descriptions of the loss they
3 have experienced as a result of the pandemic, highlighting the disparity between students'
4 bargained-for in-person educational experience and the online experience that the University of
5 Washington provided.

6 68. As reflected in a Change.org petition signed by over 15,000, students at the
7 University of Washington highlight the loss experienced by students:³³

8 In light of COVID-19 global pandemic, the state of Washington has
9 declared state of emergency. Per state laws, the University of
10 Washington administration has wisely decided to offer all classes
11 and instruction remotely throughout spring quarter. While this is a
12 smart, logical decision in consideration of the health of all students
13 and faculty, this mode of online education is not what we pay for.
14 For the following reasons, we are seeking a partial refund of tuition
15 for the spring 2020 quarter:

16 Despite the “high-quality method of instruction” that UW is striving
17 to establish for the quarter, the student body will no longer have
18 access to resources that are required to graduate/ fulfill certain hours
19 for a specific programs/ internships, including but not limited to:
20 labs, facilities, equipment, valuable face to face guidance, and
21 professional physical critique and advising from faculty. We believe
22 that these are essential factors of the university learning experience,
23 and therefore, in their absence we are seeking a partial monetary
24 refund for the spring 2020 quarter. We believe that these are
25 valuable hundreds of hours we are missing out on being at the school
26 physically, though we do understand that it is a critical time to
27 uphold social-distancing and self-quarantine to ensure safety of both
28 vulnerable and general populations. It is entirely impossible for the
students to receive the fullness of the educational experience we are
paying for, not to mention the immense amount of tuition for the
out-of-state students. Many students are experiencing great financial
suffering due to numerous job closures throughout the state, and a
number of students is front-line healthcare workers who are at risk
for exposure and serious health-related consequences. Thus we
believe that a partial refund of tuition and reduced billing on tuition
collection would greatly assist in alleviating the financial stress and
uncertainty of the situation. Therefore, we respectfully implore the
administration to rightfully grant us monetary return compensation.

UW has created a page with answers to many key questions about
spring quarter. However, the only financial concerns that the page
addresses are as follows: “there will be no change in financial aid
for full-time students enrolled in spring quarter.”

28 ³³ <https://www.change.org/p/university-of-washington-seattle-partial-tuition-refund-for-spring-2020-at-uw>

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69. And as reflected in another Change.org petition:³⁴

We, **the Students of University of Washington Seattle**, chose to go to UW because of the many resources it offers, connections to be made, and the numerous businesses readily hiring students from Seattle. Now that spring quarter is fully online and those same resources are not being offered, it seems only fair that tuition should reflect the decline in assistance available to students. **While Zoom may be able to address some concerns, it is not a perfect solution** and many students will be feeling the consequences of this change of pace. Many students work part time jobs in order to afford tuition, any many of those same students are now unemployed due to the current situation involving **COVID-19. Students are having a hard time stomaching the prospect of unemployment, debt, health concerns, and decreased effectiveness in schooling all at the same time.** UW, for the time being, is just like any other online school and cannot justify the current tuition it expects from students. **No student should be forced to pay for resources that are no longer offered to them,** and no student should face the prospect of going through these difficult times alone.

We must stand together and unite to mitigate the social, economic, and health concerns affecting our students.

UW STUDENTS DEMAND CHANGE AND WE NEED IT NOW

70. The University of Washington's student newspaper, The Daily, highlights other examples noting how students are not receiving the benefit of their bargain:

- "Online classes and stay-at-home orders are not how any of us imagined spring quarter, let alone the coronavirus pandemic happening around us."³⁵
- "As we've gone through this national crisis, there has been a lot of talk about the value of our tuition money. For students like me, the concern has been about paying the same outrageously high tuition bill as our families and neighbors are laid off and classes have been moved online. How can we pay the same to be taught twice as infrequently, about half as much content, as we vacate university

³⁴ <https://www.change.org/p/university-of-washington-adjusted-tuition-for-uw-seattle> (emphases in original).

³⁵ Maryam Noor, *Slow and steady spring quarter*, THE DAILY (May 14, 2020), http://www.dailyuw.com/opinion/article_3e51d2a2-95a6-11ea-b44e-03329cfc3951.html

1 buildings?”³⁶

- 2 • “However, even if [the remote learning] decision is best for public health and
3 safety, many students are left feeling robbed of the education that they signed up
4 and paid for.”³⁷
- 5 • “‘We decided students aren’t getting the appropriate UW education that we pay
6 all of this money towards by just sitting at home on our computers,’ Davidson
7 said. ‘As much as the university likes to share that narrative and push that
8 narrative that we’re investing in our online technologies to continue that same
9 education, it’s just not occurring.’”³⁸

10 71. And the University of Washington’s own website reflects such discrepancies as
11 well.

12 72. For example, in describing the transition to remote teaching and work for students
13 at the Northwest Center for Occupational Health and Safety: “With classes fully online for the
14 spring quarter, trainees have adjusted to the new reality of online lectures and remote lab
15 training. In a short mid-quarter poll, trainees responded that the transition to remote learning has
16 been reasonably smooth, although not the same as in-person learning.”³⁹

17 73. Defendant’s own faculty further highlight the differences between what students
18 bargained for and what they received. As one faculty member noted: “The students and I feel
19 challenged in so many ways this quarter, and we are being open and honest with one another.
20 I’m certainly not at my best, and I can’t expect them to be either. We are learning a great deal,
21 but our learning is not the same as it would be in the classroom.”⁴⁰

22 ³⁶ Peter Fink, *You’re paying, so wouldn’t it be nice if they did what you wanted?*, THE DAILY
23 (Apr. 22, 2020), [http://www.dailyuw.com/opinion/article_6e58ea84-8445-11ea-a4ba-
24 83bc4dbbf62e.html](http://www.dailyuw.com/opinion/article_6e58ea84-8445-11ea-a4ba-83bc4dbbf62e.html)

25 ³⁷ Griffin Dugan, *Online will not compare to classroom learning*, THE DAILY (Apr. 2, 2020),
http://www.dailyuw.com/opinion/article_9951813a-7485-11ea-8725-cbc267e82e84.html

26 ³⁸ *Id.*

27 ³⁹ [https://deohs.washington.edu/nwcohs/blog/teaching-learning-and-research-continues-
28 during-covid-19-pandemic-and-restricted-operations](https://deohs.washington.edu/nwcohs/blog/teaching-learning-and-research-continues-during-covid-19-pandemic-and-restricted-operations)

⁴⁰ [https://web.archive.org/web/20200619053651/https://www.washington.edu/
teaching/2020/06/03/flexible-finals-in-the-pandemic/](https://web.archive.org/web/20200619053651/https://www.washington.edu/teaching/2020/06/03/flexible-finals-in-the-pandemic/)

1 74. As noted by another: “The past six weeks have certainly provided an
2 unprecedented number of challenges as we all try to understand how to adapt to the inescapable
3 realities brought on by COVID-19. Our faculty have rapidly responded to the need to shift all of
4 our teaching to an online platform and have quickly become familiar with Zoom, Panopto, and
5 our online learning management system, Canvas. While these tools are effective and have made
6 the continuation of classes possible, they are, of course, not the same as teaching and engaging in
7 person, especially for our studio-based courses.”⁴¹

8 75. Despite the fact that University of Washington students also would not get what
9 they bargained for in contracting for on-campus courses, opportunities, facilities, and resources,
10 Defendants have inexplicably refused to prorate or refund Plaintiff and Class members any of the
11 tuition or mandatory fees they had paid for the Winter Quarter 2020 terms and beyond.

12 76. Indeed, the University of Washington has noted in a coronavirus-related FAQ
13 section that “tuition and required fees for spring quarter 2020 are not changing” and that all but
14 two fees would remain unchanged as well.⁴²

15 77. All the while, the University of Washington has also received millions of dollars
16 from the federal government under the Coronavirus Aid, Relief and Economic Security Act,
17 ultimately receiving \$39.7 million in total allocations.⁴³

18 **V. CLASS ACTION ALLEGATIONS**

19 78. Plaintiff sues under CR 23(a), (b)(2), and CR 23(b)(3), on behalf of himself and a
20 Class defined as follows:

21 All people paying the University of Washington, in whole or in
22 part, personally and/or on behalf of others, for tuition, and/or fees
23 for in-person instruction and use of campus facilities, but who
24 were denied use of and/or access to in-person instruction and/or
25 campus facilities by Defendants for the Winter Quarter 2020 term
26 or any subsequent term.

27 ⁴¹ <https://art.washington.edu/news/2020/04/14/directors-notes>

28 ⁴² See <https://www.washington.edu/provost/springquarter/#financial-concerns> (noting waiver of only two student fees for the Spring Quarter 2020: (1) UPASS transit fee for the spring quarter, and (2) the “Y Fee” applicable to the UW Tacoma campus).

⁴³ http://www.dailyuw.com/news/article_a9b24658-7b7a-11ea-839d-0b86f398b645.html

1 Excluded from the Class are Defendants, any entity in which Defendants have a controlling
2 interest, and Defendants' legal representatives, predecessors, successors, assigns, and non-
3 student employees. Further excluded from the Class is this Court and its employees. Plaintiff
4 reserves the right to modify or amend the Class definition including through the creation of sub-
5 classes if necessary, as appropriate, during this litigation.

6 79. The definition of the Class is unambiguous. Plaintiff is a member of the Class
7 Plaintiff seeks to represent. Class members can be notified of the class action through contact
8 information and/or address lists maintained in the usual course of business by Defendants.

9 80. Per CR 23(a)(1), Class members are so numerous and geographically dispersed
10 that their individual joinder of all Class members is impracticable. The precise number of Class
11 members is unknown to Plaintiff but may be ascertained from Defendants' records. However,
12 given the thousands of students enrolled at Defendant University of Washington in a given year,
13 that number greatly exceeds the number to make joinder possible. Class members may be
14 notified of the pendency of this action by recognized, court-approved notice dissemination
15 methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published
16 notice.

17 81. Defendants have acted or refused to act on grounds generally applicable to
18 Plaintiff and Class members, making appropriate final injunctive relief and declaratory relief
19 regarding the Class under CR 23(b)(2).

20 82. Consistent with CR 23(a)(2), Defendants engaged in a common course of conduct
21 giving rise to the legal rights sought to be enforced by Class members. Similar or identical legal
22 violations are involved. Individual questions pale in comparison to the numerous common
23 questions that predominate. The injuries sustained by Class members flow, in each instance,
24 from a common nucleus of operative facts—Defendants' effective campus closure, its complete
25 transition to online classes, and Defendants' refusal to fully refund tuition and/or fees.

26 83. Additionally, common questions of law and fact predominate over the questions
27 affecting only individual Class members under CR 23(a)(2) and 23(b)(3). Some of the common
28 legal and factual questions include:

- a. Whether Defendants engaged in the conduct alleged;
- b. Whether Defendants have a policy and/or procedure of denying refunds, in whole or in part, to Plaintiff and Class members;
- c. Whether Defendants breached identical contracts with Plaintiff and Class members;
- d. Whether Defendants violated the common law of unjust enrichment;
- e. Whether Defendants violated Plaintiff's and the Class members' rights under the U.S. and Washington Constitutions;
- f. The nature and extent of damages and other remedies to which the conduct of Defendants entitles Class members.

84. The Class members have been damaged by Defendants through its practice of denying refunds to Class members.

85. Plaintiff's claims are typical of the claims of the other Class members under CR 23(a)(3). Plaintiff is a student that was enrolled at Defendant University of Washington starting in the Winter Quarter 2020. Like other Class members, Plaintiff was instructed to stay off of Defendants' campus, forced to take online classes, and has been completely or partially denied a refund for tuition and/or fees.

86. Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class as required by CR 23(a)(4). Plaintiff is familiar with the basic facts that form the bases of the Class members' claims. Plaintiff's interests do not conflict with the interests of the other Class members he seeks to represent. Plaintiff has retained counsel competent and experienced in class action litigation and intends to prosecute this action vigorously. Plaintiff's counsel has successfully prosecuted complex class actions, including consumer protection class actions. Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class members.

87. The class action device is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the Class members under CR 23(b)(3). The relief sought per individual members of the Class is small given the burden and expense of

1 individual prosecution of the potentially extensive litigation necessitated by the conduct of
2 Defendants. It would be virtually impossible for the Class members to seek redress individually.
3 Even if the Class members themselves could afford such individual litigation, the court system
4 could not.

5 88. In addition, under CR 23(b)(3)(A), individual litigation of the legal and factual
6 issues raised by the conduct of Defendants would increase delay and expense to all parties and to
7 the court system. The class action device presents far fewer management difficulties and
8 provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive
9 supervision by a single court.

10 89. Under Civil Rule 23(b)(3)(C), it is desirable to concentrate the litigation of the
11 claims of Plaintiff and Class members in this forum given that Defendants are located within
12 King County and discovery of relevant evidence will occur within King County.

13 90. Given the similar nature of the Class members' claims and the absence of material
14 differences in the state statutes and common laws upon which the Class members' claims are
15 based, a nationwide Class will be easily managed by the Court and the parties per CR
16 23(b)(3)(D).

17 VI. CAUSES OF ACTION

18 COUNT I

19 BREACH OF CONTRACT

20 91. Plaintiff realleges and incorporates by reference all previous allegations, as
21 though set forth in full herein.

22 92. Plaintiff brings this claim individually and on behalf of the other members of the
23 Class against Defendant University of Washington.

24 93. Plaintiff and Class members entered into identical, binding contracts with
25 Defendant by accepting Defendant's offer to register for on-campus classes in accordance with
26 the terms of the Catalogs, Defendant's publications, and Defendant's usual and customary
27 practice of providing on-campus courses.
28

1 94. The language on the University of Washington’s website, Catalogs, and in other
2 materials made available to students promising in-person instruction, campus facilities, services,
3 and resources became terms of the contract. That is, at the time of contract, the parties had the
4 reasonable expectation that, in exchange for tuition and fee payments, Defendant would provide
5 Plaintiff and Class members with an on-campus education. The nature of the instruction provided
6 by the University of Washington at the time Plaintiff and Class members enrolled (i.e., in-person
7 classroom instruction) as well as the facilities and resources offered by the University of
8 Washington across its schools and campuses were and are material terms of the bargain and
9 contractual relationship between students and Defendant.

10 95. Under their contracts with Defendant, and per Defendant’s usual and customary
11 practice of providing on-campus courses, Plaintiff and Class members registered for on-campus
12 courses and paid Defendant tuition and/or fees for Defendant to provide in-person instruction
13 and access to Defendant’s facilities.

14 96. Plaintiff and Class members have fulfilled all requirements of their mutually
15 agreed contracts, having followed the Catalogs’ policies, procedures, and requirements for
16 registering and paying for on-campus courses and access to on-campus facilities and services.
17 Plaintiff and Class members have paid Defendant for all financial assessments starting in the
18 Winter Quarter 2020.

19 97. By ceasing in-person instruction, relegating Plaintiff and Class members
20 exclusively to remote instruction, and shutting down campus facilities and opportunities to
21 Plaintiff and the Class, Defendant failed to provide the services for which Plaintiff and Class
22 members bargained when they entered into their contractual relationship with Defendant.

23 98. Defendant’s failure to provide in-person instruction and shutdown of campus
24 facilities amounts to a material breach of the contract.

25 99. The tuition, fees, and other costs that Plaintiff and the proposed Class paid were
26 intended to cover in-person educational and extracurricular services. Defendant, however, has
27 failed and continues to fail to provide the education and services due under the contracts, yet has
28

1 improperly retained the funds Plaintiff and the other Class members paid or agreed to pay.

2 100. Plaintiff and members of the Class have suffered damages as a direct and
3 proximate result of Defendant's breach, including being deprived of the education, experience,
4 and services that they were promised and reasonably expected to obtain, and for which they have
5 paid.

6 101. Plaintiff and Class members are entitled to an award of money damages or partial
7 restitution in an amount to be determined at trial as redress for the University of Washington's
8 breach, including but not limited to prorated reimbursement of the tuition, fees, and other
9 expenses for services that Defendant failed and continues to fail to deliver fully.

10 102. Defendant's performance under the contracts is not excused because of COVID-
11 19. Even if performance were excused or impossible, Defendant would nevertheless be required
12 to return the funds received for services and/or goods that it did not provide.

13 **COUNT II**

14 **BREACH OF IMPLIED CONTRACT**

15 103. Plaintiff restates and realleges, and incorporates herein by reference, the
16 preceding paragraphs as if fully set forth herein.

17 104. Plaintiff pleads this Count in the alternative to Count I against Defendant
18 University of Washington.

19 105. Plaintiff and Class members entered into an implied contract by accepting
20 Defendant's offer to register for on-campus classes and use of Defendant's facilities in
21 accordance with Defendant's usual and customary practice of providing on-campus courses.

22 106. Under the implied contract, Plaintiff and Class members registered for on-campus
23 courses.

24 107. It was the reasonable expectation of Plaintiff and Class members that Defendant
25 would provide them with on-campus—as opposed to online—classes and instruction and use of
26 Defendant's facilities as mutually agreed and intended in accordance with Defendant's
27 publications, including brochures, advertisements, and other promotional materials, and
28 Defendant's usual and customary practice of providing on-campus courses.

1 108. Plaintiff and Class members accepted and intended to use and enjoy Defendant's
2 on-campus classes and facilities.

3 109. Plaintiff and Class members have fulfilled all expectations of their mutual
4 agreement, by registering and paying for on-campus courses and access to on-campus facilities
5 and services starting in the Winter Quarter 2020. Plaintiff and Class members have paid
6 Defendant for all financial assessments starting in the Winter Quarter 2020.

7 110. However, Defendant breached the implied contract, failed to provide those on-
8 campus classes and/or services, and has not otherwise performed as obligated and required by
9 the implied-in-fact contract between Plaintiff and Class members and Defendant. Defendant
10 moved all classes to online classes, restricted or eliminated Class members' ability to access
11 university facilities. In doing so, Defendant has deprived and continues to deprive Plaintiff and
12 Class members of the benefit of their bargains with Defendant.

13 111. Plaintiff and Class members have been damaged as a direct and proximate result
14 of Defendants' breach. The online classes provided by Defendant are objectively different from
15 and less valuable than the on-campus classes for which the parties entered into an implied
16 contract.

17 112. Plaintiff and Class members are entitled to damages, including but not limited to
18 tuition refunds and/or fee refunds.

19 **COUNT III**

20 **UNJUST ENRICHMENT**

21 113. Plaintiff restates and realleges, and incorporates herein by reference, the
22 preceding paragraphs as if fully set forth herein.

23 114. Plaintiff brings this claim individually and on behalf of the other members of the
24 Class in the alternative against Defendant University of Washington.

25 115. Plaintiff and Class members directly conferred non-gratuitous benefits upon
26 Defendant, in the form of tuition and fees that they paid or agreed to pay. The payments of the
27 tuition and fees were to be in exchange for an in-person, on-campus educational experience,
28 including services and facilities.

1 116. Defendant knowingly accepted the benefits conferred upon it by Plaintiff and
2 Class members.

3 117. Defendant appreciated or knew of the non-gratuitous benefits conferred upon it by
4 Plaintiff and members of the Class.

5 118. Defendant retained the full benefit of the tuition and fee payments by Plaintiff and
6 the Class, yet has failed to provide the in-person, on-campus education, and full access to the
7 University of Washington's services and facilities for which tuition and fees were paid.

8 119. Defendant's retention of the portion of the tuition and fees during the period of
9 time the University of Washington moved to an entirely remote online education, encouraged
10 students to stay off campus, closed or limited access to services and facilities, and otherwise
11 denied Plaintiff and Class members the in-person, on-campus education for which their tuition
12 and fees paid, is unjust and inequitable under the circumstances.

13 120. Equity and good conscience require that the University of Washington return a
14 portion of the monies paid in tuition and fees to Plaintiff and Class members.

15 121. This is particularly true where, as here, Defendant is supported by a \$3.588 billion
16 endowment, with assets totaling more than \$5.578 billion,⁴⁴ while its students, on information
17 and belief, do not have access to such immense financial resources, and further where, on
18 information and belief, a substantial portion of its students have incurred substantial debt to
19 finance an educational experience that they did not receive.

20 122. Because Defendant's retention of the non-gratuitous benefits conferred by
21 Plaintiff and Class members is unjust and inequitable, Plaintiff and Class members are entitled
22 to, and seek disgorgement and restitution of, the benefits unjustly retained, and Defendant should
23 return the prorated portion of the tuition and fees that Plaintiff and Class members each paid or
24 agreed to pay, but did not and will not receive the bargained-for in-person education and on-
25 campus experience.

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27
28 ⁴⁴ <https://finance.uw.edu/uwar/annualreport2019.pdf>

1 **COUNT IV**

2 **VIOLATION OF THE TAKINGS CLAUSE—42 U.S.C. § 1983**

3 123. Plaintiff restates and realleges, and incorporates herein by reference, the
4 preceding paragraphs as if fully set forth herein.

5 124. Plaintiff brings this claim individually and on behalf of the Class members against
6 all Defendants.

7
8 125. The Takings Clause of the Fifth Amendment provides that private property shall
9 not “be taken for public use, without just compensation.” U.S. Const. amend. V. The takings
10 clause is made applicable to the states through the Fourteenth Amendment. *See* U.S. Const.
11 amend. XIV; *Murr v. Wisconsin*, 137 S. Ct. 1933, 1942, 198 L. Ed. 2d 497 (2017) (citing
12 *Chicago, B. & Q.R. Co. v. Chicago*, 166 U.S. 226, 17 S. Ct. 581, 41 L. Ed. 979 (1897)).
13 Similarly, Article I, § 16 of the Washington State Constitution provides “No private property
14 shall be taken or damaged for public or private use without just compensation having been first
15 made.” Const. art. 1, § 16. Thus, the Takings Clause of the U.S. and Washington Constitutions
16 prohibit states, and state agencies like Defendant University of Washington, and the individual
17 Defendants, from taking private property for public use without just compensation.
18

19 126. Takings claims may properly be brought against state agencies and are not barred
20 by sovereign immunity.

21 127. Common law has recognized that there is a property right by an owner in funds
22 held in an account managed by another. Here, Defendant University of Washington received
23 payment of tuition, housing, and mandatory fees from private citizens, as consideration for the
24 benefit of receiving in-person course instruction, housing, and other on-campus benefits—the
25 funds are thus private in nature but held by a public entity. Plaintiff and Class members have a
26 protected property right in all sums they paid to the University.
27
28

1 136. Defendants deprived Plaintiff and the other Class members of their protected
2 property interests without due process of law by, for example:

- 3 a. Failing to provide timely notice to Plaintiff and the Class, whose identity and
4 contact information Defendants either knew, or by exercise or reasonable
5 diligence should have known, of the refundable nature of the tuition, housing, and
6 mandatory fees;
- 7 b. Failing to design and implement criteria by which the tuition, housing, and
8 mandatory fees can be refunded to Plaintiff and the Class in light of the
9 University of Washington ceasing or severely limiting all on-campus in-person
10 lectures, housing, and activities due to the COVID-19 pandemic; and
- 11 c. Failing to design and implement a mechanism by which Plaintiff and the other
12 Class members can obtain a refund of the tuition, housing, and mandatory fees in
13 light of the University of Washington ceasing or severely limiting all on-campus
14 in-person lectures, housing, and activities due to the COVID-19 pandemic.

15 137. Defendants' failure to comply with the requirements of due process has resulted
16 in substantial detriment to the Plaintiff and the Class.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff and Class members request that the Court enter an order or
19 judgment against Defendant including:

- 20 A. Certification of the action as a Class Action under CR 23(b)(2) and 23(b)(3), and
21 appointment of Plaintiff as Class Representative and his counsel of record as Class Counsel;
- 22 B. Damages in the amount of unrefunded tuition and/or fees;
- 23 C. Actual damages and all such other relief as provided under the law;
- 24 D. Pre-judgment and post-judgment interest on such monetary relief;
- 25 E. Other appropriate injunctive relief as permitted by law or equity, including an
26 order enjoining Defendant from retaining refunds for tuition, and/or fees;
- 27 F. The costs of bringing this suit, including reasonable attorney's fees; and
- 28 G. All other relief to which Plaintiff and members of the Class may be entitled by
law or in equity.

JURY DEMAND

Plaintiff demands trial by jury on his own behalf and on behalf of Class members.

1 Dated: September 16, 2020

Respectfully submitted,

2 By: /s/ Steve W. Berman

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