

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

**KRYSTIAN WNOROWSKI,** )  
**individually and on behalf of** )  
**others similarly situated,** )

Plaintiff, )

v. )

Case No. 20-cv-1589

**UNIVERSITY OF NEW HAVEN,** )

Defendant. )

---

**CLASS ACTION COMPLAINT**

Plaintiff, Krystian Wnorowski, (“Plaintiff”) by and through his undersigned counsel, brings this action against University of New Haven, (“Defendant” or the “University”) on behalf of himself and all others similarly situated, and makes the following allegations based upon information, attorney investigation and belief, and upon Plaintiff’s own knowledge:

**PRELIMINARY STATEMENT**

1. Plaintiff brings this case as a result of Defendant’s decision not to issue appropriate refunds for the Spring 2020 semester after canceling in-person classes and changing all classes to an online/remote format, closing most campus buildings, and requiring all students who could leave campus to leave as a result of the Novel Coronavirus Disease (“COVID-19”).

2. This decision deprived Plaintiff and the other members of the Classes (defined below) from recognizing the benefits of on-campus enrollment, access to campus facilities, student activities, and other benefits and services in exchange for which they had already paid fees and tuition.

3. Defendant has either refused to provide reimbursement for the tuition, fees and other costs that Defendant failed to provide during the Spring 2020 semester, or has provided inadequate

and/or arbitrary reimbursement that does not fully compensate Plaintiff and members of the Classes for their loss.

4. This action seeks refunds of the amount Plaintiff and other members of the Classes are owed on a *pro-rata* basis, together with other damages as pled herein.

### **PARTIES**

5. Defendant University of New Haven is an institution of higher learning located in West Haven, Connecticut.

6. Upon information and belief, Defendant has an estimated endowment that exceeds \$130 Million.

7. Moreover, Defendant was allocated more than \$4.6 million of federal stimulus under the CARES Act.<sup>1</sup>

8. From this federal bailout, Defendant has allocated only \$2.3 million (the bare minimum required by law) to student relief grants, and has announced that it will keep the other \$2.3 million for itself.<sup>2</sup>

9. Plaintiff is an individual and a resident and citizen of the state of Connecticut.

10. Plaintiff is currently enrolled as a full-time student in Defendant's undergraduate program, studying finance and business.

### **JURISDICTION AND VENUE**

11. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

12. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), because at least one class member is of diverse citizenship from

---

<sup>1</sup> <https://www.newhaven.edu/about/departments/one-stop/cares-act/index.php>

<sup>2</sup> Id.

one Defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

13. This Court has personal jurisdiction over Defendant because Defendant is domiciled in Connecticut and conducts business in the state of Connecticut.

14. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendant is an institution domiciled and doing business in this District.

### **BACKGROUND FACTS**

15. Plaintiff was enrolled as a full-time student for the Spring 2020 academic semester at Defendant's institution.

16. As a precondition for enrollment, Plaintiff was required to and did pay substantial tuition for the Spring 2020 semester either out of pocket or by utilizing student loan financing, as did all members of the putative Tuition Class (defined below).

17. There are hundreds, if not thousands, of institutions of higher learning in this country.

18. Some institutions of higher learning provide curriculum and instruction that is offered on a remote basis through online programming which do not provide for physical attendance by the students.

19. Defendant's institution offers in person, hands on curriculum, as well as a fully online distance-learning programs, which it markets as separate and distinct products.

20. Plaintiff and members of the proposed Tuition Class did not choose to attend another institution of higher learning, or to seek an online degree, but instead chose to attend Defendant's institution and enroll on an in-person basis.

21. Defendant has recognized and admitted the inherent difference between its in-person and

online products, and markets them separately throughout its website and other publications and circulars, including its academic catalogs.

22. For example, an entire page on Defendant’s website is dedicated to “Student Life” and touts such things as campus events, athletics, and over 150 student organizations on campus.<sup>3</sup>

23. Defendant also markets the benefits of its physical campus, stating, “The life you lead outside of the classroom is just as vital to your college experience as your coursework – and studies have proven it. Student life at the University of New Haven will help you take big steps in your career, explore your interests, have fun along the way, and develop friendships, that will last your entire life.”<sup>4</sup>

24. Accordingly, when students pay tuition in exchange for enrollment in the on-campus program, such students expect to receive, and Defendant has promised to provide, benefits and services above and beyond basic academic instruction, which include but are not limited to:

- Face-to-face interaction with professors, mentors, and peers;
- Access to facilities such as computer labs, study rooms, laboratories, libraries, etc.;
- Student governance and student unions;
- Extra-curricular activities, groups, intramural sports, etc.;
- Student art, cultures, and other activities;
- Exposure to community members of diverse backgrounds, cultures, and schools of thought;
- Social development and independence;

---

<sup>3</sup> <https://www.newhaven.edu/student-life/>

<sup>4</sup> Id.

- Hands-on learning and experimentation; and
- Networking and mentorship opportunities.

25. Plaintiff's education was changed from in-person, hands-on learning to online instruction during the Spring 2020 term.

26. When this happened, Plaintiff was forced from campus and deprived of the benefit of the bargain for which he had paid, and in exchange for which Defendant had accepted, tuition as set forth more fully above.

27. In addition to tuition, Plaintiff was required to pay certain mandatory fees,<sup>5</sup> including but not limited to a mandatory Lab Fee and a mandatory General Student Fee.

28. According to Defendant, the mandatory lab fee is to support in-person courses requiring specialized materials and/or a specialized learning environment.<sup>6</sup>

29. Defendant's mandatory general student fee is charged in exchange for access to health and counseling services, together with the Beckerman Recreation Center. Among other things, the fee is also advertised as providing for student government and club activities; computer laboratories and smart technology classrooms. The general fee is charged for each semester in which a student enrolls.<sup>7</sup>

30. In addition to the mandatory fees described above, Defendant charges a myriad of optional and/or access-based fees such as parking permit charges,<sup>8</sup> program fees, or course-specific fees.

31. As a result of being instructed to stay off campus for the latter portion of the Spring 2020 semester, Plaintiff and members of the Fees Class lost the benefit of the services for which these

---

<sup>5</sup> <https://www.newhaven.edu/about/departments/bursars/tuition/undergraduate-2019-2020.php>

<sup>6</sup> Id.

<sup>7</sup> Id.

<sup>8</sup> Plaintiff paid \$100 for his Spring 2020 parking permit.

fees had been paid. For example, Plaintiff and the Class could not access the computer labs or recreational facilities; could not participate in student activities and events; were not able to seek basic on-campus health and treatment services, and were unable to park on campus.

32. Plaintiff and members of the Fees Class (defined below) were required to and did pay all mandatory fees associated with their Spring 2020 enrollment.

### **FACTUAL ALLEGATIONS**

33. Plaintiff was enrolled as a full-time student for the Spring 2020 academic semester at Defendant's institution.

34. Upon information and belief, Defendant's Spring term began with the first day of classes on or about January 22, 2022.<sup>9</sup>

35. Upon information and belief, Defendant's Spring term was scheduled to conclude with the last day of examinations on or about May 13, 2020.<sup>10</sup>

36. However, as a result of the COVID-19 pandemic, Defendant announced major changes to this schedule in an announcement on March 9, 2020. The University announced that all in-person classes would be cancelled, and the University would be instituting remote learning across the University. Since then, the University extended remote learning for the remainder of the Spring semester.<sup>11</sup>

37. On or about March 9, 2020, Defendant announced that students would be required to move out of their residence halls by 5pm on Tuesday, March 10, 2020. Those with special accommodations would be required to move out of their residence halls by noon on Wednesday, March 11, 2020.<sup>12</sup>

---

<sup>9</sup> <http://catalog.newhaven.edu/content.php?catoid=20&navoid=1257>

<sup>10</sup> Id.

<sup>11</sup> <https://www.newhaven.edu/news/blog/2020/coronavirus-panel.php>

<sup>12</sup> <https://www.nhregister.com/news/article/University-of-New-Haven-cancels-classes-15118062.php>

38. On or about March 14, 2020, Defendant began to close all on campus student facilities such as libraries and other buildings and non-essential offices.<sup>13</sup>

39. Based on the dates set forth above, upon information and belief, Defendant's move to online classes and constructive eviction of students on March 14, 2020 deprived Plaintiff and other members of the Classes from access to campus facilities and in-person instruction for approximately 50% of the semester for which they had contracted.

40. Although Defendant continued to offer some level of academic instruction via online classes, Plaintiff and members of the proposed Tuition Class were deprived of the benefits of on-campus enrollment for which they paid as set forth more fully above.

41. These realities notwithstanding, Defendant has refused and continues to refuse to offer any refund whatsoever with respect to the tuition that had already been pre-paid.

42. Likewise, Plaintiff and members of the proposed Fees Class were deprived of utilizing services for which they have already paid, such as access to campus facilities, student activities, health services and other opportunities.

43. Nonetheless, Defendant has also refused and continues to refuse to offer any refund whatsoever with respect to the fees that had already been pre-paid.

#### **CLASS ACTION ALLEGATIONS**

44. Plaintiff brings this action on behalf of himself and as a class action, pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure on behalf of the following Classes:

##### **The Tuition Class:**

All people who paid tuition for or on behalf of students enrolled in classes at the University for the Spring 2020 semester who were denied live in-person instruction and forced to use online distance learning platforms for the latter portion of that semester.

---

<sup>13</sup> Id.

**The Fees Class:**

All people who paid fees for or on behalf of students enrolled in classes at the University for the Spring 2020 semester.

45. Excluded from the Classes are any of the University's respective members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; and the judicial officers, and their immediate family members, and Court staff assigned to this case. Plaintiff reserves the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

46. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

47. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

**Numerosity: Fed. R. Civ. P. 23(a)(1)**

48. The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Plaintiff is informed and believes there are thousands of members of the Class, the precise number being unknown to Plaintiff, but such number being ascertainable from Defendant's records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, internet postings, and/or published notice.

**Commonality and Predominance: Fed. R. Civ. P. 23(a)(2)**

49. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- Whether Defendant engaged in the conduct alleged herein;

- Whether there is a difference in value between online distance learning and live in-person instruction;
- Whether Defendant breached its contracts with Plaintiff and the other members of the Tuition Class by retaining the portion of their tuition representing the difference between the value of online distance learning and live in-person instruction;
- Whether Defendant was unjustly enriched by retaining tuition payments of Plaintiff and the Tuition Class representing the difference between the value of online distance learning and live in-person instruction;
- Whether Defendant breached its contracts with Plaintiff and the other members of the Fees Class by retaining fees without providing the services the fees were intended to cover;
- Whether Defendant was unjustly enriched by retaining fees of Plaintiff and the other members of the Fees Class without providing the services the fees were intended to cover;
- Whether certification of any or all of the classes proposed herein is appropriate under Fed. R. Civ. P. 23;
- Whether Class members are entitled to declaratory, equitable, or injunctive relief, and/or other relief; and
- The amount and nature of relief to be awarded to Plaintiff and the other Class members.

**Typicality: Fed. R. Civ. P. 23(a)(3)**

50. Plaintiff's claim is typical of the other Class member's claims because, among other things, all Class members were similarly situated and were comparably injured through Defendant's wrongful conduct as set forth herein.

**Adequacy: Fed. R. Civ. P. 23(a)(4)**

51. Plaintiff is an adequate Class representative because his interests do not conflict with the interests of other members of the Class he seeks to represent. Plaintiff has retained counsel competent and experienced in complex litigation; and Plaintiff intends to prosecute the action vigorously. The Class's interests will be fairly and adequately protected by Plaintiff and his counsel.

**Superiority: Fed. R. Civ. P. 23(b)(3)**

52. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for members of the Class to individually seek redress for Defendant's wrongful conduct.

53. Even if Class members could afford individual litigation, the Court system likely could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, comprehensive supervision by a single court, and finality of the litigation.

**Certification of Specific Issues: Fed. R. Civ. P. 23(c)(4)**

54. To the extent that a Class does not meet the requirements of Rules 23(b)(2) or (b)(3), Plaintiff seeks the certification of issues that will drive the litigation toward resolution.

**Declaratory and Injunctive Relief: Fed. R. Civ. P. 23(b)(2)**

55. The University has acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described herein, with respect to the Class members as a whole.

**FOR A FIRST COLLECTIVE CAUSE OF ACTION  
BREACH OF CONTRACT**

**(Plaintiff and Other Members of the Tuition Class)**

56. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

57. Plaintiff brings this count on behalf of himself and other members of the Tuition Class.

58. Plaintiff and the other members of the Tuition Class entered into contracts with Defendant which provided that Plaintiff and other members of the Tuition Class would pay tuition for or on behalf of students and, in exchange, Defendant would enroll such students and admit them to campus; granting them the full rights and privileges of student status, including but not limited to access to campus facilities, access to campus activities, and live, in-person instruction in a physical classroom.

59. The rights and privileges of students at University are as implied or set forth by Defendant through its website, academic catalogs, student handbooks, marketing materials, prior course of conduct, and other circulars, bulletins, and publications.

60. These rights and privileges form the basis of the bargain on which prospective students agree to accept Defendant's offer of enrollment in exchange for the payment of tuition and fees.

61. One such right is the ability to be physically present on campus, and fully enjoy all the

University has to offer. This includes the facilities, services, and opportunities provided thereon, including the campus' location and surrounding opportunities in a historic Northeastern city.<sup>14</sup>

This is so axiomatic and engrained into the culture of higher education generally and University of New Haven specifically that it is enshrined within Defendant's mission, vision, guiding principles, and values statements which read:<sup>15</sup>

The University of New Haven is a private, independent, comprehensive University based in southern New England, specializing in quality educational opportunities and preparation of both traditional and returning students for successful careers and self-reliant, productive service in a global society.

### Our Mission

The University of New Haven is a student-centered comprehensive university with an emphasis on excellence in liberal arts and professional education. Our mission is to prepare our students to lead purposeful and fulfilling lives in a global society by providing the highest-quality education through experiential, collaborative and discovery-based learning.

### Our Vision

For nearly a century, the University of New Haven has equipped students with the practical skills and critical knowledge necessary for success in an array of professional pursuits. In turn, our graduates have become the business executives, engineers, scientists, teachers and public officials leading and supporting our communities.

As knowledge expands and these pursuits become more complex, a university's approach to education must correspondingly change. A new generation of technologically sophisticated students learn differently and require refashioned forms of teaching. They collaborate, find and share knowledge instantly, and fully immerse themselves in the educational process. They think globally and don't recognize academic silos. They increasingly aim to apply what they learn to their chosen careers, even before graduating, by engaging in internships and research projects. Universities must facilitate this discovery-based learning and prepare students for success in today's rapidly changing economic and technological landscape.

A national leader in experiential education, the University of New Haven is on the vanguard of this revolution. We seek to harness new advances in technology, reshape teaching and learning, and foster an educational environment where students benefit by creating, doing and achieving. We also will build upon our historical academic strengths in science, engineering and business—and, more recently, in security and public safety. We will enhance these programs and discover new ways of creating interdisciplinary connections and promoting strategic partnerships.

Our vision is to become one of the Northeast's premier comprehensive universities offering a technologically advanced, experience-based, outcomes-focused education, one that produces graduates who will use their knowledge and skills to strengthen communities throughout our region, our nation and our world.

### Our Guiding Principles

University of New Haven is committed to educational innovation, to continuous improvement in career-focused and professional education, and to support for scholarship and professional development.

The university takes pride in, and models itself by, the standard of best practices in its commitment to service, quality, integrity, and personal caring. All academic programs, as well as campus and student life, provide rich opportunities for leadership, personal growth, and participation in the aesthetics of life so that the University of New Haven will personify a successful commitment to diversity, equality, and "the pursuit of happiness."

Our goal is to distinguish ourselves by the measures of student admissions; retention; career development; collaboration with business, industry, and community; and the success of our graduates and their support as alumni.

### Our Values

We believe in:

- The University of New Haven
- Active learning
- Discovery, creativity and scholarship
- Collaboration
- Independent critical thinking
- Curiosity and inquisitiveness
- Transformational educational experiences
- An appreciation of diverse viewpoints and different cultures
- Individual and institutional integrity

62. Defendant's website and recruitment brochures are the primary means through which Defendant targets prospective new students and attempts to influence such students to apply for enrollment at the University as opposed to other institutions of higher learning.

63. Through these publications, Defendant markets to and enrolls students in two separate and distinct products.

<sup>14</sup> <https://www.newhaven.edu/explore-the-university/>

<sup>15</sup> <http://catalog.newhaven.edu/content.php?catoid=20&navoid=1186>

64. Defendant specifically markets certain programs as being offered on a fully online basis, claiming you can “study when and where you choose.”<sup>16</sup>

65. Indeed, Defendant dedicates a section of its website to these online programs, which can be found at <https://www.newhaven.edu/academics/online-degree-programs/>.

66. Conversely, Defendant’s publications with respect to non-online classes are full of references to the on-campus experience, including numerous references to student activities; campus amenities; class size and student/teacher ratios; campus diversity, campus location, and the like.

67. When visitors and prospective students enter the home page on Defendant’s main website, they are greeted with a nearly full screen image of a building on the New Haven campus and the words, “Success Starts Here.”<sup>17</sup>

68. Likewise, Defendant’s “Student Life” webpage opens up with the words, “MAKE YOURSELF AT HOME,” in large letters, followed by, “A University of New Haven education extends far beyond the classroom. You’ll help lead student organizations, attend lectures and campus programs, live in our residence halls, participate in Greek Life, and cheer on the Charger sports teams.”<sup>18</sup>

69. On the same webpage, Defendant acknowledges and boasts about the following:

We’re about more than just academics at the University of New Haven. Visit the vibrant campus, and you’ll find a remarkable campus community and an activity for every interest.

From the more than 150 student organizations to the thousands of campus events held each year to the University’s competitive Division II athletics program – featuring teams perennially competing for championships – there are a multitude

---

<sup>16</sup> <https://www.newhaven.edu/academics/online-degree-programs/>

<sup>17</sup> <https://www.newhaven.edu>

<sup>18</sup> <https://www.newhaven.edu/student-life/>

of activities to help you immerse yourself in Charger Nation and to enable you to take part in the complete University of New Haven experience.

Just ask the students. In the University of New Haven's profile in *The 2018 Princeton Review*, a student said, "It is absolutely impossible to be bored, because there is always something to do." Another student said, "Every student is involved."

The life you lead outside of the classroom is just as vital to your college experience as your coursework – and studies have proven it. Student life at the University of New Haven will help you take big steps in your career, explore your interests, have fun along the way, and develop friendships, that will last your entire life.<sup>19</sup>

70. On the Defendant's "About" webpage, the University makes the following promises, among others:<sup>20</sup>

- **Faculty Expertise and Dedication.** Learn from professors dedicated to fostering your personal growth and professional development. This unwavering commitment has guided the personal and professional success of each student for almost a century.
- **A Foundational Education.** A proven, purposeful education, which, through professionally focused courses of study, equips students with the critical skills, knowledge, and experience essential for a meaningful careers and productive life.
- **Interdisciplinary Curriculum.** A curriculum that encourages interdisciplinary exploration, educating students who will succeed in a global society, ensuring you are well-prepared to understand and navigate the world at large.
- **Limitless Academic and Co-Curricular Opportunities.** A wide range of learning opportunities within our colleges and schools, outside of a classroom and in the community, enable you to pursue your passion – or discover a new one.
- **Vibrant Campus Community.** An engaged, vibrant campus community - that is the right size – small enough to feel personal and manageable, yet large enough to offer students a wide array of academic, residential, athletic, and leadership opportunities.

71. On Defendant's "Student Life" webpage and corresponding subpages, the University also

---

<sup>19</sup> <https://www.newhaven.edu/student-life/>

<sup>20</sup> <https://www.newhaven.edu/about/>

makes the following promises, among numerous others:<sup>21</sup>

- **Get Involved.** We offer more than 150 student clubs and organizations for you to participate in. Can't find what you're looking for? Start one.<sup>22</sup>
  - **Limitless Opportunities to Learn, Lead, and Grow.** Whether you are interested in cultural, intellectual, or social programs, you'll have a wealth of opportunities to immerse yourself in the life of the University, interact with your classmates, and create memories that you will treasure for your entire life.<sup>23</sup>
  - **Super-Charge Your College Experience.** The University's Center for Student Engagement, Leadership, and Orientation (CSELO) fosters a sense of pride on campus through programs, resources, and opportunities for involvement that advance student learning and prepare students for success in the global community.<sup>24</sup>
  - **Army ROTC.** Army ROTC instruction provides leadership training that allows students to excel in any career field in the military, government, or civil sector.<sup>25</sup>
  - **Community Service.** Serving the community is both educational and personally rewarding. You'll have many opportunities to get involved and to give back to the Greater West Haven and New Haven communities.<sup>26</sup>
  - **Competency Learning Experience.** Take part in a range of activities that are designed to equip students with the critical skills that employers are looking for.<sup>27</sup>
  - **Greek Life.** Through involvement in a sorority or fraternity, you will have the opportunity not only to enhance your personal development but also to live in a closely knit community whose members share values and forge lasting friendships.<sup>28</sup>
  - **Leadership Development.** Be the person with the vision and the skills to inspire others to work toward it. Our program encourages you to identify values, serve as a responsible citizen, and lead others.<sup>29</sup>

---

<sup>21</sup> Id.

<sup>22</sup> Id.

<sup>23</sup> <https://www.newhaven.edu/student-life/get-involved/index.php>

<sup>24</sup> Id.

<sup>25</sup> Id.

<sup>26</sup> Id.

<sup>27</sup> Id.

<sup>28</sup> Id.

<sup>29</sup> Id.

- **Marching Band.** The Chargers Marching Band and the University’s student ensembles are a source of spirit and pride for the University of New Haven and the local community.<sup>30</sup>
- **Recognized Student Organizations.** The University has over 150 Recognized Student Organizations, overseen by two student-run governing bodies: the Undergraduate Student Government Association (USGA), and the Graduate Student Council (GSC).<sup>31</sup>
- **WNHU.** The University’s award-winning radio station is run by students for students.<sup>32</sup>
- **Campus Safety.** The University of New Haven is the only private college or university in the state whose campus police department has earned Tier I accreditation from the State of Connecticut Police Officer Standards and Training Council.<sup>33</sup>
  - **University Police.** The University of New Haven Police Department provides full-service police protection to the West Haven campus 24 hours a day, seven days a week.<sup>34</sup>
  - **Fire Safety and Office of Fire Marshal.** The Director of Safety and Training, in partnership with the campus community, sponsors programs, policies and procedures that promote an understanding of safety as it relates to the well-being of the community, both on and off campus.<sup>35</sup>
  - **Environmental Health and Safety.** The Department of Public Safety employs a comprehensive Environmental Health and Safety program that is responsible for maintaining and enforcing consistent standards of program quality and safety throughout all University of New Haven campuses.<sup>36</sup>
  - **Shuttles and Transportation.** The University of New Haven offers a variety of safe and reliable transportation options that allow students to explore the Greater New Haven and West Haven areas.<sup>37</sup>
- **Diversity & Inclusion.** The University of New Haven fosters a climate in which the diversity of all of its members is valued, appreciated, and embraced. Living and learning in a multicultural campus community prepares you to be a leader in the

---

<sup>30</sup> Id.

<sup>31</sup> Id.

<sup>32</sup> Id.

<sup>33</sup> <https://www.newhaven.edu/student-life/>

<sup>34</sup> <https://www.newhaven.edu/student-life/public-safety/index.php>

<sup>35</sup> Id.

<sup>36</sup> Id.

<sup>37</sup> Id.

global economy.<sup>38</sup>

- **Be Part of a Welcoming and Accepting Community.** The University of New Haven is committed to fostering a climate based on mutual respect and inclusion, one in which people from diverse backgrounds feel valued, accepted, and appreciated.<sup>39</sup>
- **Accessibility Resources Center.** The Accessibility Resources Center provides comprehensive services and support that serve to promote educational equity and ensure that students are able to participate in all the opportunities available at the University.<sup>40</sup>
- **International Services Office.** The International Services Office advocates for, and advises, the international student population at the University on U.S. immigration and visa-related issues. The office also supports and facilitates the transition of international students to the University community.<sup>41</sup>
- **Myatt Center for Diversity and Inclusion.** The Myatt Center plans programs and activities that promote cultural diversity, awareness, and sensitivity throughout the campus community.<sup>42</sup>
- **Health & Wellness.** It's much easier to excel in your studies when you are feeling your best – physically, emotionally, and spiritually.<sup>43</sup>
  - **Develop a Healthy Mind, Body, and Spirit.** Ensuring the health and wellbeing of all students is of paramount importance at the University of New Haven. We offer a wide variety of programs, services, and resources to enrich and enhance your social, physical, nutritional, financial, mental, spiritual, and intellectual wellness.<sup>44</sup>
  - **ChargerRec.** Participate in intramurals, get personal training, or work out in our state-of-the art David A. Beckerman Recreation Center, a \$15. 5 million facility that features a 6,000-square- foot weight room and fitness center, exercise studios, jogging track, hardwood activity courts, and locker rooms.<sup>45</sup>
  - **Spiritual Life and Campus Ministry.** The Office of Spiritual Life & Campus Ministry provides students, faculty and staff with opportunities for the development and expression of religious ideas and values.<sup>46</sup>

---

<sup>38</sup> <https://www.newhaven.edu/student-life/>

<sup>39</sup> <https://www.newhaven.edu/student-life/diversity-inclusion/index.php>

<sup>40</sup> Id.

<sup>41</sup> Id.

<sup>42</sup> Id.

<sup>43</sup> <https://www.newhaven.edu/student-life/>

<sup>44</sup> <https://www.newhaven.edu/student-life/health-wellness/index.php>

<sup>45</sup> Id.

<sup>46</sup> Id.

- **Health Services.** The primary on-campus provider of care in cases of illness or injury, the Office of Health Services also provides a variety of educational health programs.<sup>47</sup>
- **Counseling and Psychological Services.** The Counseling Center offers a variety of services to enrich your mental health and ensure that you make the most of your experience as a student.<sup>48</sup>
- **Financial Literacy Tool.** We offer resources that will help you develop effective strategies to enhance your financial literacy.<sup>49</sup>
- **Living on Campus.** The residence halls are home to your college family and give you easy access to classes, resources, and campus activities.<sup>50</sup>
  - **Welcome Home to Your Charger Community.** The residence halls at the University of New Haven are home to your college family and are the living arrangement that offers the most convenience. Simply put: Living in our residence halls is your best option because you are located near everything that is important to you.<sup>51</sup>
  - **Your Home Away From Home.** Living in one of our residence halls enables you to participate in a well-rounded educational experience that caters to your personal and professional development.<sup>52</sup>
  - When you live in a University of New Haven residence hall, you live and learn near the people and places that are integral to your college experience, and you'll be part of a supportive, engaged community. Through our unique Living-Learning Communities, you can even live with people who have the same major as you.<sup>53</sup>
  - **Better Grades and Higher Level of Engagement.** Research shows that those who live in our residence halls earn better grades and are more likely to pursue an advanced degree. On-campus students also develop deeper connections with faculty and their fellow students, experience a higher level of engagement, and, ultimately, have a more successful and satisfying college career.<sup>54</sup>
  - **Convenience and Access to Resources.** Right outside of your residence hall,

---

<sup>47</sup> Id.

<sup>48</sup> Id.

<sup>49</sup> Id.

<sup>50</sup> <https://www.newhaven.edu/student-life/>

<sup>51</sup> <https://www.newhaven.edu/student-life/living-on-campus/index.php>

<sup>52</sup> Id.

<sup>53</sup> Id.

<sup>54</sup> Id.

you have easy access to your professors and a wealth of campus resources, including the Peterson Library and the Beckerman Recreation Center, which is open nearly 18 hours a day.<sup>55</sup>

- **It's easier to get involved.** By living on campus, you are more plugged in, and there is always something to do. The Office of Residential Life and the Center for Student Engagement, Leadership, and Orientation annually organize thousands of social, cultural, and academic programs as well as a wide variety of leadership opportunities for students.<sup>56</sup>
- **A vibrant campus community.** Students who live on campus have the opportunity to immerse themselves in a culturally diverse and lively campus life. These experiences in diversity will benefit you in any endeavor you pursue in the future.<sup>57</sup>
- **You'll make friends for life.** Some of your most transformational experiences will take place outside of the classroom. You'll forge lifelong relationships and build people skills that will serve you well throughout your career and in your personal life.<sup>58</sup>
- **Explore Our Residence Halls.** Living on campus is a once-in-a-lifetime experience. As an on-campus student, you have total access to all that the University has to offer. Don't miss out!<sup>59</sup>
- **Dining Options.** We offer a wide variety of nutritious and balanced meal options to meet your specific tastes, lifestyles, and dietary needs.<sup>60</sup>
  - **Mouth-Watering Food Options for all Palates.** At the University of New Haven, you have almost instant access to good food and a diversity of cuisine from which to choose. You can even stop by our student-run café for a cup of coffee or gather your friends to go to our fine-dining campus restaurant.<sup>61</sup>
  - **We Have An Option for You.** Whatever you are in the mood for, we have you covered. Our newly designed Marketplace features a wide variety of stations – from Beach Grill and All-Day Breakfast to Holy Habanero and Hearty American – that cater to all tastes.<sup>62</sup>
  - Our meals range from old-fashioned comfort foods to those with international flair. Our Simply Serving station caters to those seeking gluten-free, allergy-

---

<sup>55</sup> Id.

<sup>56</sup> Id.

<sup>57</sup> Id.

<sup>58</sup> Id.

<sup>59</sup> Id.

<sup>60</sup> <https://www.newhaven.edu/student-life/>

<sup>61</sup> <https://www.newhaven.edu/student-life/dining-options/index.php>

<sup>62</sup> Id.

free, vegan, or vegetarian foods.<sup>63</sup>

- You'll also find minimally processed, non-GMO, antibiotic- and hormone-free options on the menu.<sup>64</sup>
- **Good Eats.** Enjoy gourmet-quality cuisine at Food on Demand, a technology-driven restaurant experience – you'll order digitally using a touch-screen kiosk – where the possibilities are as wide as your imagination.<sup>65</sup>
- In addition to your individually prepared meal, you'll enjoy unlimited salad, dessert, and beverages, all in a great space in Westside Hall – our newest residence hall – to connect with your friends and the community.<sup>66</sup>
- Looking for a mid-day snack or a late-night bite to eat? Stop by one of our eight retail locations that feature everything from sushi to freshly baked pastries to mega smoothies. If you are a commuter, you don't have to miss out on all the great food.<sup>67</sup>
- **Commuter Resources.** We strongly encourage our commuter students to take advantage of the many opportunities available to students who choose to live off campus.<sup>68</sup>
  - **Your Home Away From Home.** You don't have to live on campus to immerse yourself in the complete University of New Haven experience. Commuter students are highly encouraged to take advantage of the many opportunities to get connected to the campus.<sup>69</sup>
  - **Make the Most of Your Time as a Charger.** Even if you don't live in one of our residence halls, there is so much for you to do outside of the classroom and in the surrounding communities that the University of New Haven will quickly become your second home. The Undergraduate Student Government Association and Graduate Student Council are available to advocate for you and to enrich your experience as a student. There is something for everyone. Take advantage of these co-curricular learning opportunities, and make sure you get the most out of your educational experience.<sup>70</sup>
- **Graduate Student Services.** The University helps graduate students meet the challenges of balancing work, family, and academics.<sup>71</sup>

---

<sup>63</sup> Id.

<sup>64</sup> Id.

<sup>65</sup> Id.

<sup>66</sup> Id.

<sup>67</sup> Id.

<sup>68</sup> <https://www.newhaven.edu/student-life/>

<sup>69</sup> <https://www.newhaven.edu/student-life/commuter-resources/index.php>

<sup>70</sup> Id.

<sup>71</sup> <https://www.newhaven.edu/student-life/>

- **Live, Learn, Explore.** At the University of New Haven, we understand the unique responsibilities you have as a graduate student. Whether you are working full-time and pursuing your degree in the evenings, or you are a full-time student living in Connecticut for the first time, the Office of Graduate Student Services will help you make the most of your time as a graduate student.<sup>72</sup>
- From the luxury apartments at The Atwood and the surrounding college-town atmosphere, to the access you'll have to the rich culture of New England and New York City, to the on-campus programs that enable you to present your research to the campus community, you will find a wealth of opportunities to take part in a well-rounded graduate school experience.<sup>73</sup>
- You can also take a leadership position with the Graduate Student Council or participate in the many social events in the Greater New Haven area that are designed to help you create lifelong connections with your classmates.<sup>74</sup>
- The supportive community and the many resources you'll have access to will help ensure you are well prepared for personal and professional success.<sup>75</sup>
- **Career Development Center.** The University's Career Development Center – which has been ranked among the best in the country by *The Princeton Review* – offers support from your first day on campus.<sup>76</sup>
  - **Career Development.** From help choosing the right major – or switching to a better fit – to internships and co-ops, résumé building, interview training, and job listings in your field, our goal is to connect you with the services and resources you need to map out the career you envision.<sup>77</sup>
  - At the University of New Haven, we re-imagined how career development should work and created an approach that is integrative instead of merely transactional. That means future career success is built right into your entire academic experience.<sup>78</sup>
  - It also means that everyone in the University is involved in Career Development, not just a few dedicated staff members. It really does take a village, in our opinion, to sow the seeds of a successful career — from faculty members who design career-focused curricula, to Resident Assistants who are

---

<sup>72</sup> <https://www.newhaven.edu/student-life/graduate-student-services/index.php>

<sup>73</sup> Id.

<sup>74</sup> Id.

<sup>75</sup> Id.

<sup>76</sup> <https://www.newhaven.edu/student-life/>

<sup>77</sup> <https://www.newhaven.edu/student-life/career-development-center/index.php>

<sup>78</sup> Id.

intensely engaged in setting up career workshops and seminars, to the many campus events where career development is always a presence, to mini career fairs that are discipline-focused instead of come-one-come-all events. And that's only a small sample of what you can expect.<sup>79</sup>

- For undergraduates, graduate students, alumni, and employers, Career Development is more than an office at the University of New Haven. It's a philosophy — and it's our culture.<sup>80</sup>
- **Military & Veteran Student Services.** Through the Military & Veteran Services Team, you will have the support you need to achieve your goals in this next phase of your life.<sup>81</sup>
  - **Your Success Continues Here.** Through the Military & Veteran Services Team, you will have the support you need to achieve your goals in this next phase of your life. Our programs at the University of New Haven will help you excel in the classroom, connect with other service members, and allow you access to all the services and resources available to ensure your success. Our dedicated staff members who work specifically with our military/student veterans and their dependents are there so that you will always know to whom and where to turn when you need help.<sup>82</sup>
  - **Our Community.** Joining the community at the University of New Haven means having access to all of the tools necessary to succeed, the support needed to get your goals accomplished, and the support needed along the way to ensure it all gets done. Whether in the classroom or in the field, our team of dedicated staff/students is here to ensure your success.<sup>83</sup>
  - **Academics.** At the University of New Haven, we provide the solid foundation of knowledge and skills you need to succeed at any career path you choose. Check out our Undergraduate and Graduate programs, and find your major.<sup>84</sup>
  - **Join Our Family.** The University of New Haven is home to over 300 military/student veterans and dependents, as well as nearly 100 ROTC cadets. So, no matter what your program or schedule, you're sure to run into a fellow Soldier, Sailor, Airman, or Marine.<sup>85</sup>
- **Orientation.** The University's comprehensive orientation program eases the transition to college life, and welcomes new students and their families into the

---

<sup>79</sup> Id.

<sup>80</sup> Id.

<sup>81</sup> <https://www.newhaven.edu/student-life/>

<sup>82</sup> <https://www.newhaven.edu/veterans/>

<sup>83</sup> Id.

<sup>84</sup> Id.

<sup>85</sup> Id.

University community.<sup>86</sup>

- **Campus Store.** The University’s Campus Store is the one-stop place to get textbooks, supplies, University apparel, and more!<sup>87</sup>

72. Students seeking more information about the University can connect to Defendant through its numerous official social media accounts.

73. Based upon these advertisements and other promises and inducements made by Defendant, those prospective students who were interested in enrolling at the University after consuming the marketing materials described above were invited to complete applications, and some were selected for and offered admission.

74. When a student is offered admission to the University, that student receives a number of further communications and has a number of additional interactions with Defendant.

75. Initially, the student will receive an official offer letter. For example, at least one version of Defendant’s acceptance letter read, “You’ll see that there are many reasons why we think UNH is the right place for you! Please make sure that you take some time to **visit our campus** if you haven’t done so already. Even if you have, we invite you to come and visit again. A personal visit through our **Charger Day** program is a great way to learn more about what UNH has to offer,” before concluding with, “I look forward to welcoming you to campus!”

76. According to Defendant’s publications, paying an enrollment deposit is the first step to officially joining the University community.

77. As mentioned above, “accepted students,” and their families, are invited to attend “Charger Day” (which is hosted on Defendant’s campus) where Defendant again attempts to convince such students to accept their offers of admission by highlighting the University’s

---

<sup>86</sup> <https://www.newhaven.edu/student-life/>

<sup>87</sup> *Id.*

location and the many benefits of being on campus.

78. During this time, prospective students are again given a tour of campus, sit in on an actual college course, and have the opportunity to hear from faculty and current students about all the benefits University of New Haven's location has to offer.<sup>88</sup>

## Charger Days

### A Personalized Campus Visit for Accepted Students!

The University of New Haven cordially invites you to participate in our most personalized and unique campus visit program, Charger Day! Our Charger Day Program allows you to find out what it is really like to be a student at the University of New Haven!

Our admissions staff would like to make sure that each accepted student gets the best experience possible when visiting the University of New Haven campus. In order to do this, we have put together a program that allows you to do a number of different things during your specialized visit. These personal visits are a great way for accepted students to decide if the University of New Haven is the right place for them!

79. When students officially accept their offers, they are flooded with a number of other communications from the school each again referencing the University of New Haven "community" and extolling the virtues of the on-campus experience.

80. Before the start of their first semester, students are required to attend a mandatory new student orientation program on-campus, called SOAR, where new students are able to meet their classmates, learn more about academic and student life and the University.

81. Once students make it through orientation [and for returning students], it comes time to register for classes. This is another area where Defendant specifically emphasizes the distinction between its in-person and online class offerings through the academic catalogs and course listings on the website.

---

<sup>88</sup> <https://www.newhaven.edu/admissions/undergraduate/visit/charger-days/index.php>

82. As previously mentioned, Defendant uses a separate website for its online programs.<sup>89</sup>

83. Each of Defendant's tuition and fees are listed separately on the University's Bursar website with specific tuition and fees charged depending on student status (Full-Time Day, Part-Time Day, Part-Time Evening, Residential, etc.).<sup>90</sup>

84. Defendant's online variant, however, charges tuition and fees depending on the chosen online program.<sup>91</sup>

85. When students log into their myCharger accounts during the registration period to select their in-person classes, each class is listed not only by description, but also by meeting time, professor, and physical classroom location.

86. Upon registration, students in many of Defendant's on-campus schools and programs were subject to strict personal attendance requirements as set forth in various departmental policies and handbooks, evidencing Defendant's requirement and the student's acceptance of the requirement that such students physically attend such classes on campus.

87. That Defendant offered to provide, and members of the Tuition Class expected to receive, instruction on the physical campus is further evidenced by the parties' prior course of conduct.

88. Each day for the weeks and months leading up to March 14, 2020, students attended physical classrooms to receive in-person instruction, and Defendant provided such in-person instruction.

89. Likewise, upon information and belief, most students were provided with syllabi and other documents that referenced class meeting schedules, locations, and physical attendance requirements.

---

<sup>89</sup> See <https://online.newhaven.edu>.

<sup>90</sup> <https://www.newhaven.edu/about/departments/bursars/tuition/undergraduate-2020-2021.php> ; See also <http://catalog.newhaven.edu/content.php?catoid=20&navoid=1196> for 2019 tuition rates.

90. Each day for the weeks and months prior to announced closures, students had access to the full campus.

91. Accordingly, it is clear that Defendant offered to provide live, in-person education, together with a full on-campus experience and that members of the Tuition Class accepted that offer by paying tuition and attending classes during the beginning of the Spring 2020 semester.

92. It is also clear that Defendant recognized and treated online enrollment vs. on-campus enrollment as two separate and distinct products.

93. In addition to maintaining separate websites and charging separate tuition prices, Defendant published a separate academic calendar and course schedule for online courses.

94. Unlike registration for on-campus courses which list the days, start/end times, instructors, and location, registration for online courses only state instructors and credits, with its location listed as "ONLINE."

95. Based on mutual assent, plaintiff and other members of the Tuition Class fulfilled their end of the bargain when they paid tuition for the Spring 2020 semester, either by paying out of pocket or by using student loan financing, or otherwise.

96. However, the University breached the contract with Plaintiff and other members of the Tuition Class by moving all classes for the Spring 2020 semester to online distance learning platforms, and eliminating the on-campus experience without reducing or refunding tuition accordingly.

97. This cause of action does not seek to allege "educational malpractice."

98. Rather, it is clear from the facts and circumstances that Defendant offered two separate and distinct products, one being live, in-person, on-campus education, with its featured ancillary and related services, and the other being online distance education.

99. Plaintiff and members of the Tuition Class accepted Defendant's offer for live in-person, on-campus education and paid valuable consideration in exchange.

100. However, after accepting such consideration from Plaintiff and other members of the Tuition Class, Defendant provided a materially different product, which deprived Plaintiff and other members of the Tuition Class of the benefit of the bargain for which they had already paid.

101. Defendant retained tuition monies paid by Plaintiff and other members of the Tuition Class, without providing them the full benefit of their bargain.

102. Plaintiff and other members of the Tuition Class have suffered damage as a direct and proximate result of Defendant's breach amounting to the difference in the fair market value of the services and access for which they contracted, and the services and access which they actually received.

103. As a direct and proximate result of Defendant's breach, Plaintiff and other members of the Tuition Class are legally and equitably entitled to damages, to be decided by the trier of fact in this action, to include disgorgement of the difference between the fair market value of the online learning provided versus the fair market value of the live, in-person instruction in a physical classroom on a physical campus with all the attendant benefits for which they contracted.

**FOR A SECOND COLLECTIVE CAUSE OF ACTION  
UNJUST ENRICHMENT**

**(Plaintiff and Other Members of the Tuition Class)**

104. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

105. Plaintiff brings this count on behalf of himself and other members of the Tuition Class.

106. This claim is pled in the alternative to, and to the extent it is determined a contract does

not exist or otherwise apply, the contract-based claim set forth in the First Cause of Action above.

107. Plaintiff and other members of the Tuition Class paid substantial tuition for live, in-person instruction in physical classrooms on a physical campus.

108. Plaintiff and other members of the Tuition Class conferred a benefit on Defendant when they paid this tuition.

109. Defendant has realized this benefit by accepting such payment.

110. However, Plaintiff and members of the Tuition Class did not receive the full benefit of their bargain.

111. Instead, Plaintiff and other members of the Tuition Class conferred this benefit on Defendant in expectation of receiving one product, *i.e.*, live in-person instruction in a physical classroom along with the on-campus experience of campus life as described more fully above, but they were provided with a materially different product carrying a different fair market value, *i.e.*, online instruction devoid of the on-campus experience, access, and services.

112. Defendant has retained this benefit, even though Defendant has failed to provide the services for which the tuition was collected, making Defendant's retention unjust under the circumstances.

113. As a result of closing campus and moving classes online, Defendant saved significant sums of money in the way of reduced utility costs, reduced maintenance and staffing requirements, reduced or eliminated hours for hourly employees, reduced or eliminated hours for paid work study students, and otherwise.

114. Simply put, it is significantly cheaper to operate a remote, on-line campus than a fully open physical campus. But even if it was not, it is not the product that students were offered and

not the product the students expected to receive.

115. Equity and good conscience require that the University return a portion of the monies paid in tuition to Plaintiff and other members of the Tuition Class.

116. This is particularly true where, as here, Defendant's campus is supported by millions of dollars in endowment funds, while its students, upon information and belief, do not have access to such immense financial resources, and further where, upon information and belief, a substantial portion of its students have incurred substantial debt to finance an educational experience that they did not receive.

117. At the same time, Defendant received significant aid from the federal government, of which, Defendant has retained \$2.3 million for itself as opposed to passing that along to students.

118. Defendant should be required to disgorge this unjust enrichment to the extent that Defendant has retained more than the fair market value for the product that Defendant was able to provide.

**FOR A THIRD COLLECTIVE CAUSE OF ACTION  
BREACH OF CONTRACT**

**(Plaintiff and Other Members of the Fees Class)**

119. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

120. Plaintiff brings this count on behalf of himself and other members of the Fees Class.

121. In addition to tuition, Defendant charges a number of mandatory fees.

122. In its publications and, particularly on its website, Defendant specifically describes the nature and purpose of each fee.

123. Some fees apply broadly to all or certain groups of students, while other fees are program or course based.

124. Such fees are set forth not only in amount but also in description and purpose on the website.

125. Plaintiff and the Fees Class entered into contracts with the University which provided that Plaintiff and other members of the Fees Class would pay certain fees for or on behalf of students and, in exchange, the University would provide services related to those fees, such as access to student activities, athletics, wellness centers, libraries, etc.

126. Plaintiff and other members of the Fees Class fulfilled their end of the bargain when they paid these fees for the Spring 2020 semester either out-of-pocket or by using student loan financing, or otherwise.

127. The University breached the contract with Plaintiff and the other members of the Fees Class by moving all classes for the Spring 2020 semester to online distance learning platforms, constructively evicting students from campus, and closing most campus buildings and facilities.

128. The University retained fees paid by Plaintiff and other members of the Fees Class, without providing them the full benefit of their bargain.

129. Plaintiff and other members of the Fees Class have suffered damage as a direct and proximate result of Defendant's breach, including but not limited to being deprived of the value of the benefits and services the fees were intended to cover.

130. As a direct and proximate result of Defendant's breach, Plaintiff and the Fees Class are legally and equitably entitled to damages, to be decided by the trier of fact in this action, to include but not be limited to disgorgement of the pro-rata amount of fees that was collected but for which services were not provided.

**FOR A FOURTH COLLECTIVE CAUSE OF ACTION  
UNJUST ENRICHMENT**

**(Plaintiff and Other Members of the Fees Class)**

131. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

132. Plaintiff brings this count on behalf of himself and other members of the Fees Class.

133. This claim is pled in the alternative to, and to the extent it is determined a contract does not exist or otherwise apply, the contract-based claim set forth in the Third Cause of Action above.

134. Defendant has received a benefit at the expense of Plaintiff and other members of the Fees Class to which it is not entitled.

135. Plaintiff and other members of the Fees Class paid substantial student fees for on campus benefits and services and did not receive the full benefit of the bargain.

136. Plaintiff and other members of the Fees Class conferred this benefit on Defendant when they paid the fees.

137. Defendant has realized this benefit by accepting such payment.

138. Defendant has retained this benefit, even though Defendant has failed to provide the services for which the fees were collected, making Defendant's retention unjust under the circumstances.

139. As a result of closing campus and moving classes online, Defendant saved significant sums of money in the way of reduced utility costs, reduced maintenance and staffing requirements, reduced or eliminated hours for hourly employees, reduced or eliminated hours for paid work study students, and otherwise.

140. Simply put, it is significantly less expensive to operate a remote, on-line campus than a fully open physical campus.

141. Equity and good conscience require that the University return a pro-rata portion of the

monies paid in fees to Plaintiff and other members of the Fees Class.

142. This is particularly true where, as here, Defendant's campus is supported by millions of dollars in endowment funds, while its students, upon information and belief, do not have access to such immense financial resources, and further where, upon information and belief, a substantial portion of its students have incurred substantial debt to finance an educational experience that they did not receive.

143. At the same time, Defendant received significant aid from the federal government, of which, Defendant has retained \$2.3 million for itself as opposed to passing that along to students.

144. Defendant should be required to disgorge this unjust enrichment to the extent that Defendant has retained more than the fair market value for the product that Defendant was able to provide.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of members of the Class(es), pray for judgment in their favor and against Defendant as follows:

- a. Certifying the Classes as proposed herein, designating Plaintiff as Class representative, and appointing undersigned counsel as Class Counsel;
- b. Declaring that Defendant is financially responsible for notifying the Class members of the pendency of this action;
- c. Declaring that Defendant has wrongfully kept monies paid for tuition and fees;
- d. Requiring that Defendant disgorge amounts wrongfully obtained for tuition and fees;
- e. Awarding injunctive relief as permitted by law or equity, including enjoining Defendant from retaining the pro-rated, unused monies paid for tuition and fees;

- f. Scheduling a trial by jury in this action;
- g. Awarding Plaintiff's reasonable attorney's fees, costs and expenses, as permitted by law;
- h. Awarding pre and post judgment interest on any amounts awarded, as permitted by law; and
- i. Awarding such other and further relief as may be just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury in this action of all issues so triable.

This 22<sup>nd</sup> day of October, 2020

**TOPTANI LAW PLLC**

*/s/Edward Toptani*  
Edward Toptani  
375 Pearl Street, Suite 1410  
New York, NY 10038  
(212) 699-8930  
edward@toptanilaw.com

-and-

**ANASTOPOULO LAW FIRM, LLC**

Eric M. Poulin\*\*  
Roy T. Willey, IV\*\*  
32 Ann Street  
Charleston, SC 29403  
(843) 614-8888  
eric@akimlawfirm.com  
roy@akimlawfirm.com

-and-

**MOREA SCHWARTZ BRADHAM  
FRIEDMAN & BROWN, LLP**

John M. Bradham\*\*  
Peter B. Katzman\*\*  
444 Madison Ave., 4<sup>th</sup> Floor  
New York, New York 10022  
(212) 695-8050  
jbradham@msbllp.com  
pkatzman@msbllp.com

**ATTORNEYS FOR PLAINTIFF**

*\*\*Pro Hac Vice Admission Forthcoming*