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 ROBERT CALVERT, and CHILE  
 8 AGUINIGA, individually, and on behalf of  
 all others similarly situated  
 9

10  
 11 **UNITED STATES DISTRICT COURT**  
 12 **CENTRAL DISTRICT OF CALIFORNIA**  
 13

14 SONJA JOPLIN, ROBERT CALVERT,  
 and CHILE AGUINIGA, on behalf of  
 15 themselves and all others similarly  
 situated,

16 Plaintiffs,

17 vs.

18 UNIVERSITY OF SOUTHERN  
 19 CALIFORNIA, a California nonprofit  
 corporation; and DOES 1 through 10  
 20 inclusive,

21 Defendant.

Case No.: 2:20-cv-9338

**CLASS ACTION COMPLAINT FOR:**

- 16 **(1) BREACH OF CONTRACT;**
- 17 **(2) UNJUST ENRICHMENT;**
- 18 **(3) CONVERSION; and**
- 19 **(4) VIOLATION OF CALIFORNIA’S**  
**UNFAIR COMPETITION LAW**  
**(“UCL”), BUSINESS AND**  
**PROFESSIONS CODE §§ 17200,**  
**et seq.**

**DEMAND FOR JURY TRIAL**

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1 DEMAND FOR JURY TRIAL ..... 20

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1 Plaintiffs SONJA JOPLIN, ROBERT CALVERT, and CHILE AGUINIGA, on  
2 behalf of themselves and all others similarly situated, by and through their attorneys,  
3 Shegerian & Associates, Inc., hereby file this Class Action Complaint against Defendant  
4 UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit corporation  
5 (“USC”); and DOES 1 through 10 inclusive, (collectively, “Defendants”), and states as  
6 follows:

7 **I. NATURE OF THE ACTION**

8 1. This is a class action for breach of contract, unjust enrichment, conversion, and  
9 violation of the California’s Unfair Competition Law (“UCL”) Brought by Plaintiffs on  
10 Behalf of Themselves and all others similarly situated, that is, all students enrolled at  
11 Defendants’ educational institution. Defendants have shut down all of its campus  
12 facilities, discontinued all live in-classroom instruction of all courses at any of Defendants’  
13 campuses and schools, and instead moved all instruction to virtual online pre-recorded  
14 and/or live streaming video instruction. While these actions are attributable to the  
15 COVID-19 pandemic and the shelter-in-place order in effect in the State of California,  
16 Defendants have continued holding Plaintiffs and all students liable for the full pre-  
17 shutdown tuition and fee obligations, despite the fact that Defendants are unable to  
18 provide, and are not providing, the services and facilities that the students bargained for  
19 and are being billed for as part of their tuition and fees—fees and tuition costs that easily  
20 amount to thousands of dollars per student but less than \$75,000 each at this time.

21 2. While Defendants may not bear culpability for the campus closures or the  
22 inability to provide any classroom instruction, neither do the enrolled students. Yet, while  
23 Defendants have used the current COVID-19 shutdown circumstances to excuse its duty  
24 to perform fully the obligations of its bargain with its students, Defendants continues to  
25 demand that all students fully perform their contractual bargain to pay in full all tuition  
26 and fees without any reduction for Defendants’ lack of full performance. This is contrary  
27 to ordinary tenets of contract law. This indefensible breach is saddling wholly innocent  
28 students with mounting debt as a result of having to pay tuition and fees for services they

1 are not receiving and facilities that are not being provided. In so acting, Defendants are  
2 unjustly enriching themselves at the expense of Plaintiffs and Class members he seeks to  
3 represent.

4 3. California law recognizes the proposition that the relationship between a  
5 matriculated student and Defendants are contractual: “By the act of matriculation,  
6 together with payment of required fees, a contract between the student and the institution  
7 is created.” *Kashmiri v. Regents of University of California* (2007) 156 Cal.App.4th 809,  
8 824. In addition to any express enrollment contract that may exist between the students  
9 and Defendants, the law recognizes an implied-in-fact contract brought about by the  
10 conduct of the parties during the students’ enrollment. *Id.*

11 4. Defendants have breached their contractual duties by ceasing all in-classroom  
12 instruction at all campuses and shutting down campus facilities while continuing to assess  
13 and collect full tuition and fee payment from Plaintiffs and Class members as if full  
14 performance had been rendered to them. Undoubtedly, however, the performance now  
15 being provided by Defendants and Defendants’ campus facilities is different from and of  
16 lesser value than what was bargained for at the time of Plaintiffs’ and class members’  
17 enrollment.

18 5. Plaintiffs therefore bring this action on behalf of themselves and all other  
19 similarly situated students of Defendants to seek redress for Defendants’ breach of  
20 contract, unjust enrichment, acts amounting to the action of money had and received, and  
21 violations of the UCL.

## 22 II. PARTIES

23 6. Plaintiff Sonja Joplin (“Joplin”) is a current graduate student at USC’s Keck  
24 School of Medicine and is pursuing her Medical Degree. Joplin completed her second  
25 year in May 2020.

26 7. Plaintiff Robert Calvert (“Calvert”) is a current undergraduate student at USC  
27 and is pursuing his bachelor’s degree in Economics. Calvert completed his junior year in  
28 May 2020.

1 8. Plaintiff Chile Mark Aguiniga Gomez (“Aguiniga”) is a current undergraduate  
2 student at USC and is pursuing his bachelor’s degree in Law, History, and Culture.  
3 Aguiniga completed his junior year in May 2020. Aguiniga also lived on campus and was  
4 a resident in student housing for the spring 2020 semester until USC prevented Aguiniga  
5 from living in student housing.

6 9. Defendant the University of Southern California (“USC”) is a private university  
7 incorporated in the state of California. Defendant is doing business in the State of  
8 California, operating in the State of California, and is availing itself of the privileges and  
9 obligations associated therewith.

### 10 **III. JURISDICTION AND VENUE**

11 10. This Court has jurisdiction over the subject matter presented by this Complaint  
12 because it is a class action arising under the Class Action Fairness Act of 2005 (“CAFA”),  
13 which confers original jurisdiction on federal courts over a class action with at least 100  
14 putative class members, minimal diversity in which any member of the putative class is a  
15 citizen of a state different from any defendant, and in which the amount in controversy  
16 exceeds in the aggregate sum of \$5,000,000.00, exclusive of interest and costs.

17 11. Plaintiffs allege that there are at least 100 putative class members with student  
18 enrollment in the tens of thousands.

19 12. Plaintiffs allege that the amount in controversy exceeds \$5,000,000.00, pursuant  
20 28 U.S.C. § 1332(d)(2) and (6).

21 13. Plaintiffs allege that minimal diversity exists with members of the proposed class  
22 residents of states other than California and further that more than two-thirds of the  
23 proposed class are not residents of California.

24 14. Venue within this District is proper because Defendant USC is located at 3551  
25 Trousdale Parkway, ADM 352, Los Angeles, California 90089 within this district, is  
26 operating a university at its Los Angeles campuses, and the acts complained of occurred  
27 within this District.

1 **IV. FACTUAL ALLEGATIONS**

2 **A. University of Southern California**

3 15. Defendant USC is a private university with an enrollment of approximately  
4 48,500 students, with approximately 20,500 undergraduate students and 28,000 graduate  
5 and professional students.<sup>1</sup>

6 16. The rates of tuition paid by undergraduate students and graduate school students  
7 during the 2019-2020 academic year was set at a rate of \$28,628.00 each semester.<sup>2</sup> Other  
8 specialized degree programs offered by USC set differing rates of tuition for its students,  
9 including \$33,253.00 each semester for USC’s law school tuition, \$32,575.00 each  
10 semester for USC’s dentistry school tuition, and \$32,269.00 each semester for USC’s  
11 medical school tuition.<sup>3</sup>

12 17. Additionally, Defendants assessed a variety of fees to its students for the 2019-  
13 2020 academic. The estimated fees charged to undergraduate students at USC for the  
14 2019-2020 academic year was approximately \$939.00 per student, with comparable fees  
15 assessed to graduate students that varied by degree program.<sup>45</sup> These fees are assessed to  
16 students for services rendered, including student center fees and other resources available  
17 to students on campus.<sup>6</sup>

18 18. Plaintiffs and Class members paid all that they owe for tuition and fees.

19 19. Plaintiffs brings this action on behalf of themselves and similarly situated  
20 students who enrolled in USC, during the Spring 2020 academic terms and/or Summer  
21 2020 or Fall 2020 academic terms.

22  
23 <sup>1</sup> <https://about.usc.edu/facts/>

24 <sup>2</sup> [https://catalogue.usc.edu/content.php?catoid=11&navoid=3681#tuition\\_\(semester\),\\_\(estimated\)](https://catalogue.usc.edu/content.php?catoid=11&navoid=3681#tuition_(semester),_(estimated))

25 <sup>3</sup> [https://catalogue.usc.edu/content.php?catoid=11&navoid=3681#tuition\\_\(semester\),\\_\(estimated\)](https://catalogue.usc.edu/content.php?catoid=11&navoid=3681#tuition_(semester),_(estimated))

26 <sup>4</sup> <https://financialaid.usc.edu/undergraduates/continuing/how-much-will-my-education-cost.html#/2>

27 <sup>5</sup> [https://catalogue.usc.edu/content.php?catoid=11&navoid=3681#special\\_fees\\_\(estimated\)](https://catalogue.usc.edu/content.php?catoid=11&navoid=3681#special_fees_(estimated))

28 <sup>6</sup> *Id.*

1                   **B.     Coronavirus Disease 2019 (COVID-19)**

2           20. In December 2019, the Chinese government identified a novel coronavirus found  
3 in the Wuhan province called sever acute respiratory syndrome coronavirus 2 (SARS-  
4 CoV-2). This strain of coronavirus caused Coronavirus disease 2019 (“COVID-19”), an  
5 easily spread and unusually lethal disease in certain population groups.<sup>7</sup>

6           21. This disease quickly and explosively spread due to its ability to survive in small  
7 respiratory droplets and the World Health Organization characterized COVID-19 as a  
8 “public health emergency of international concern” in late January and as a pandemic on  
9 March 11, 2020.<sup>8</sup>

10           22. On March 4, 2020, California Governor Gavin Newsom entered an executive  
11 order declaring a state of emergency to exist in California relating to COVID-19.

12           23. On March 19, 2020, California Governor Newsom entered an Executive Order  
13 requiring all individuals living in California to stay home or at their place of residence  
14 except as needed to maintain continuity of operations of critical infrastructure sectors (in  
15 which case, physical distancing must be practiced).<sup>9</sup>

16           24. The spread of the 2019 coronavirus (COVID-19) has radically changed life in  
17 this country with profound impacts on nearly every segment of American life. In response  
18 to the pandemic, colleges and universities have taken aggressive measures, which include  
19 eliminating in-person classroom instruction and replacing it with online instruction, which  
20 is in the form of a combination of pre-recorded or live-streamed video instruction.

21                   **C.     Defendants Continue to Charge Full Tuition and Fees**  
22                   **Despite the Pandemic.**

23           25. On March 19, 2020, California Governor Newsom entered an Executive Order  
24 requiring all individuals living in California to stay home or at their place of residence

25 \_\_\_\_\_  
26 <sup>7</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7128332/>.

27 <sup>8</sup> <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>.

28 <sup>9</sup> <https://covid19.ca.gov/img/Executive-Order-N-33-20.pdf>

1 except as needed to maintain continuity of operations of critical infrastructure sectors (in  
2 which case, physical distancing must be practiced).<sup>10</sup>

3 26. The spread of the 2019 coronavirus (COVID-19) has radically changed life in  
4 this country with profound impacts on nearly every segment of American life. In response  
5 to the pandemic, colleges and universities have taken aggressive measures, which include  
6 eliminating in-person classroom instruction and replacing it with online instruction, which  
7 is in the form of a combination of pre-recorded or live-streamed video instruction.

8 27. In particular, Defendants instituted mandatory “virtual” classes and ceased to  
9 provide on-campus resources to students—including access to laboratories, libraries,  
10 dining halls, fitness centers, and various student learning services.

11 28. On or about March 10, 2020, Defendants announced that classes would “continue  
12 online” and encouraged students not to return to campus. Defendants further noted that  
13 all university-sponsored events, on and off campus, would be canceled or postponed until  
14 a later date and that intercollegiate athletic events would continue without spectators.

15 29. On or about March 11, 2020, Defendants formally extended the period of remote  
16 instruction until April 14, 2020 and further noted that “students who are leaving campus  
17 for Spring Recess, may not return until at least April 13[, 2020].”<sup>11</sup>

18 30. On or about March 16, 2020, Defendants announced that Defendants made the  
19 decision “to finish the academic semester online or remotely.” Defendants further  
20 announced that it would be “closing non-essential clinics and postponing other clinical  
21 services” and that “most buildings, including the libraries, the bookstore and recreational  
22 facilities will not be publicly accessible until further notice.” Defendants noted that “the  
23 majority of students living in university housing left for Spring Recess.” Defendants noted  
24 that “if you left university housing, do not return to retrieve your belongings.”<sup>12</sup>

25  
26 <sup>10</sup> <https://covid19.ca.gov/img/Executive-Order-N-33-20.pdf>

27 <sup>11</sup> <https://coronavirus.usc.edu/category/provost/page/2/>

28 <sup>12</sup> <http://www.uscannenbergmedia.com/2020/03/16/usc-to-finish-rest-of-semester-remotely/>

1 31. On or about March 17, 2020, Defendants set forth “expanded research  
2 guidelines” which “entail pausing all but essential laboratory and core laboratory research”  
3 by March 20, 2020.”

4 32. Defendants ended all in-person classroom instruction and drastically changed the  
5 educational opportunities available to students, severely crippling Plaintiffs and Class  
6 Members from receiving the education they paid for.

7 33. Defendants attract students to its programs by emphasizing its “student  
8 organizations and events that make campus life rewarding,”<sup>13</sup> “beauty at every turn” where  
9 “any given day its world-class performance spaces might be hosting celebrity speakers,  
10 theater or film festivals, and the campus often bustles with local or cultural events.<sup>14</sup>”

11 34. By and large, the commitments promised to students are left unfulfilled with  
12 Defendants barring students from campuses and imposing mandatory virtual classes. In  
13 short, the plethora of resources bargained and paid for by students have been denied.

14 35. As a result of the transition to virtual learning online, the quality of education  
15 Plaintiffs and class members have received has suffered.

16 36. Despite closing its campuses and failing to offer in-person classes, Defendants  
17 continue to charge full tuition and fees. While students enrolled and paid for a  
18 comprehensive educational experience at Defendants’ campuses, Defendants have,  
19 instead, provided a limited online experience, lacking invaluable in-person learning  
20 opportunities.

21 37. Despite Defendants receiving approximately \$19,278,560.00 in federal  
22 assistance under the CARES ACT and having an endowment valued at approximately \$5.5  
23 billion,<sup>15</sup> Defendants have refused to reimburse Plaintiffs and similarly situated students  
24 for failing to provide the services and educational opportunities paid for by the students.

25  
26 <sup>13</sup> <https://admission.usc.edu/live/residential-life/>

27 <sup>14</sup> <https://visit.usc.edu/>

28 <sup>15</sup> <https://www.thecollegefix.com/usc-says-yes-to-nearly-20-million-in-covid-relief/>

1 Defendants are thus profiting from the pandemic while further burdening students and  
2 families, many of whom have been financially and/or physically impacted by COVID-19.

3 38. Consequently, Plaintiffs and class members have suffered harm by losing the  
4 education, services, and other experiences Defendants promised to their students.  
5 Plaintiffs and similarly situated students seek disgorgement of their payments for unused  
6 services and refund of the tuition for the inadequate, subpar educational instruction  
7 provided in lieu of the quality education for which they bargained.

## 8 V. CLASS ACTION ALLEGATIONS

### 9 Class Definition

10 39. Plaintiff brings this action pursuant to 28 U.S.C. § 1332(d) on behalf of a  
11 proposed class of persons (the “Class”), defined as:

12 All students enrolled at a USC campus who paid tuition and mandatory  
13 campus and student services fees for the Spring Term of 2020 for  
14 classes scheduled for in-person instruction who were denied that  
15 instruction for any part of the Spring Term of 2020.

16 40. Excluded from the Class are Defendants, any of its past or present officers,  
17 directors, agents, and affiliates, any judge who presides over this action, and all counsel  
18 of record.

19 41. Plaintiff reserves the right to expand, limit, modify, or amend the definitions of  
20 the class as may be desirable or appropriate during the course of this litigation.

21 42. Class certification is proper because the question raised by this Complaint is one  
22 of a common or general interest affecting numerous persons so that it is impracticable to  
23 bring them all before the Court.

### 24 Numerosity and Ascertainability

25 43. The class is sufficiently numerous, as Defendants boast an enrollment of approxi-  
26 mately 48,500 undergraduate and graduate students. Class members may be identified  
27 through objective means, such as Defendants’ records, and notified of this action by  
28 recognized methods of notice, such as mail or e-mail, or publication in print or on the

1 Internet. Furthermore, Defendants maintain rosters of all of its attending students and their  
2 financial obligations and payments.

### 3 **Adequacy**

4 44. Plaintiffs and their counsel are adequate representatives of the interests of the  
5 putative class. Plaintiffs are students at USC who are being or were charged tuition or  
6 fees as part of their enrollment. Plaintiffs contend that USC has breached its agreement  
7 with students by continuing to charge and demand full tuition and fees, even though USC  
8 is not providing any in-person classroom instruction at any of its campuses and not making  
9 campus facilities available for students.

10 45. Plaintiffs have retained counsel experienced in class action litigation to litigate  
11 and represent the interests of the proposed Class.

### 12 **Typicality**

13 46. Plaintiffs' claims are typical of the claims being raised on behalf of the absent  
14 class members. Like all absent Class members, Plaintiffs seek redress for Defendants'  
15 failure to provide any in-person campus instruction or campus facility, while continuing  
16 to charge full tuition and fees. The claims Plaintiffs assert are the same as and co-extensive  
17 with the claims raised on behalf of Class members.

### 18 **Superiority**

19 47. A class action is superior to other available methods for the fair and efficient  
20 adjudication of this controversy. Here, classwide litigation is superior to individually  
21 litigating and adjudicating this dispute, because the cost of litigating an individual claim  
22 for partial refund of tuition or fees makes such individual litigation unfeasible, given the  
23 costs of bringing such an action relative to the amount of damages recoverable in an  
24 individual action.

25 48. A class action is also superior to other available methods for the fair and efficient  
26 adjudication of this controversy because it eliminates the prospect of inconsistent rulings  
27 that would unsettle the legal obligations or expectations of Defendants, Plaintiffs, and  
28 Class members.

1 49. Because the damages suffered by each individual class member may be relatively  
2 small, the expense and burden of individual litigation would make it very difficult or  
3 impossible for individual class members to redress the wrongs done to each of them  
4 individually, so that the prosecution of specific actions and the burden imposed on the  
5 judicial system by individual litigation by the Class would be significant, making class  
6 adjudication the superior option.

7 50. The conduct of this action as a class action presents far fewer management  
8 difficulties, far better conserves judicial resources and the parties' resources, and far more  
9 effectively protects the rights of each class member than would piecemeal litigation.  
10 Compared to the expense, burdens, inconsistencies, economic infeasibility, and  
11 inefficiencies of individualized litigation, any challenge of managing this action as a class  
12 action is substantially outweighed by the benefits to the legitimate interests of the parties,  
13 the Court, and the public of class treatment, making class adjudication superior to other  
14 alternatives.

### 15 **Commonality and Predominance**

16 51. Plaintiffs' Complaint raises questions of fact or law common to the class that  
17 predominate over questions affecting only individual class members. Among these  
18 predominating common questions are:

19 a. Whether the relationship between Defendants and Plaintiff and members of  
20 the proposed Class is contractual;

21 b. What tuition and mandatory fees Plaintiffs and Class members paid to  
22 Defendants;

23 c. What tuition and mandatory fee refunds, if any, Defendants issued to  
24 Plaintiffs and Class members;

25 d. Whether Defendants breached their agreements with Plaintiffs and Class  
26 members when Defendants failed to deliver to Plaintiffs and Class members in-person  
27 instruction and the services for which they paid tuition and mandatory fees and  
28 subsequently refused to refund;

1 e. Whether the refunds, if any, Defendants issued to Plaintiffs and Class  
2 members were adequate to account for the cessation in in-person classroom instruction  
3 and services and the closure of campus facilities;

4 f. Whether Defendants ceased providing in-person classroom instruction to  
5 Plaintiffs and Class members;

6 g. Whether Defendants deprived Plaintiffs and Class members of the use and  
7 enjoyment of campus services and facilities;

8 h. Whether the value of online instruction is not equivalent to the value of the  
9 in-person classroom instruction that Plaintiffs and Class members bargained for and for  
10 which they were and are continuing to be charged;

11 i. Whether the value of campus facilities that Plaintiffs and Class members  
12 were charged has been lessened as a result of Defendants' closing campus facilities;

13 j. Whether Defendants' action in continuing to charge and demand full tuition  
14 and fees has harmed Plaintiffs and Class members;

15 k. Whether a method of computing classwide damages or restitution exists;

16 l. Whether Defendants was unjustly enriched by retaining tuition and  
17 mandatory fee payments when Plaintiffs and Class members did not receive the services  
18 for which they paid tuition and mandatory fees;

19 m. Whether Plaintiffs and Class members are entitled to declaratory or injunctive  
20 relief against Defendants;

21 n. Whether Defendants have unjustly enriched themselves at the expense of  
22 Plaintiffs and Class members; and

23 o. Whether Defendants engaged in unfair business practices in violation of  
24 California law in refusing to refund any portion of the tuition and fees paid for services  
25 not offered to Plaintiffs.

26 52. In the event that the Court were to find the proposed class definition inadequate  
27 in any way, Plaintiffs respectfully pray for certification of any other alternative, narrower  
28 class definition or for the certification of subclasses, as appropriate.

1 **VI. FIRST CAUSE OF ACTION**

2 **Breach of Contract**

3 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All**  
4 **Defendants)**

5 53. Plaintiffs re-allege and incorporate by reference all previous allegations as though  
6 set forth in full herein.

7 54. By the act of matriculation, together with payment of required fees, a contract  
8 between Plaintiffs and Class members, on the one hand, and Defendants, on the other  
9 hand, was created. Thus, in addition to any enrollment contract that may exist between  
10 Defendants and the Plaintiffs and Class members, an implied-in-fact contract  
11 independently exists between the parties as a matter of California law.

12 55. By ceasing all in-person classroom instruction, relegating Plaintiffs and Class  
13 members to online instruction only and shutting off campus facilities to Plaintiffs and  
14 Class members, Defendants have failed to provide the services that Plaintiffs bargained  
15 for in entering into their contractual relationships with Defendants.

16 56. Although Defendants may not bear culpability for the campus closures or the  
17 inability to provide any classroom instruction, neither do the enrolled students. Yet, while  
18 Defendants have used the current COVID-19 shutdown circumstances to excuse its  
19 obligation to fully perform the obligations of their bargain with their students, Defendants  
20 continue to demand that all students fully perform their contractual obligations to pay in  
21 full all tuition and fees, without any reduction for Defendants' failure to fully perform their  
22 contractual obligations. This is contrary to the tenets of contract law.

23 57. The nature of the instruction provided by Defendants at the time Plaintiffs and  
24 Class members enrolled (*i.e.*, in-person classroom instruction), as well as the campus  
25 facilities Defendants offer across its schools and campuses, were and are material terms  
26 of the bargain and contractual relationship between students and Defendants.

27 58. Defendants' failure to provide any in-person classroom instruction and its  
28 shutdown of campus facilities amount to a material breach of the contract.

1 59. As a result of Defendants’ material breach—regardless of whether Defendants’  
2 performance may be excused—Plaintiffs and Class members are not to be held liable for  
3 continuing to perform their contractual obligations. That is, regardless of whether  
4 Defendants’ failure to offer in-person classroom instruction or to provide campus facilities  
5 is to be excused as a result of the COVID-19 pandemic, Defendants cannot continue to  
6 demand full payment of tuition and fees from Plaintiffs and Class members for services  
7 and facilities that Defendants are indisputably failing to provide.

8 60. Defendants’ breach and continued demand for full payment from Plaintiffs and  
9 the Class members are the proximate causes of Plaintiffs’ and Class members’ injury.

10 61. Plaintiffs and Class members have all been harmed as a direct, foreseeable, and  
11 proximate result of Defendants’ actions because Plaintiffs and Class members are being  
12 charged full tuition and fees for services that Defendants are not providing.

13 62. Plaintiffs and Class members are entitled to an award of money damages or par-  
14 tial restitution in an amount to be determined at trial as redress for Defendants’ breach.  
15 Plaintiffs pray for the establishment of a Court-ordered and Court-supervised common  
16 fund from which the claims of affected Class members may be paid and the attorneys’ fees  
17 and costs of suit expended by class counsel, as approved by the Court, may be awarded  
18 and reimbursed.

19 63. Defendants continue to insist that full tuition and fees are due from Plaintiffs and  
20 the students, despite Defendant’s failure to fully perform its contractual obligations.  
21 Unless restrained by way of injunctive relief, Defendants’ conduct is reasonably likely to  
22 lead to irreparable harm. Plaintiffs and Class members are entitled to and hereby pray for  
23 injunctive relief to enjoin Defendants’ continued conduct.

24 64. Defendants continue to represent falsely on its web site that it offers campus  
25 facilities with significant benefit and value to students and continues to represent falsely  
26 the value of its in-person on-campus classes. Unless restrained by way of injunctive relief,  
27 Defendants’ conduct is reasonably likely to lead to irreparable harm. Plaintiffs and Class  
28 members are entitled to and hereby pray for injunctive relief to enjoin Defendants’

1 continued conduct.

2 65. Defendants dispute their obligation to refund tuition and fees to Plaintiffs and  
3 Class members. Given this dispute and the contractual relationship between the parties,  
4 Plaintiffs and Class members are entitled to and hereby pray for declaratory relief to have  
5 the Court declare the parties' respective obligations.

6 **VII. SECOND CAUSE OF ACTION**

7 **Unjust Enrichment**

8 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All**  
9 **Defendants)**

10 66. Plaintiffs re-allege and incorporate by reference all previous allegations as though  
11 set forth in full herein.

12 67. Plaintiffs and Class members conveyed money to Defendant in the forms of  
13 tuition and fees for on-campus instruction and facilities that Defendants did not provide  
14 and is not providing. Defendants have continued to retain these monies, despite not  
15 providing the full benefit of on-campus classroom instruction and campus services and  
16 facilities.

17 68. Through this conduct, Defendants have been unjustly enriched at the expense of  
18 Plaintiffs and Class members.

19 69. Between the parties (Defendants and the Class members), it would be inequitable  
20 to permit Defendants to retain all of the benefits Plaintiffs and Class members conferred  
21 on Defendants the form of tuition and fees paid.

22 70. Plaintiffs and Class members are entitled to and hereby pray for an order of partial  
23 restitution as redress for Defendants' unjust enrichment. Plaintiffs pray for the estab-  
24 lishment of a Court-ordered and -supervised common fund from which the claims of  
25 affected Class members may be paid and the attorneys' fees and costs of suit expended by  
26 class counsel, as approved by the Court, may be awarded and reimbursed.

27 71. Defendants continue to falsely represent on their web site that they offer campus  
28 facilities with significant benefit and value to students and continue to falsely represent

1 the value of their in-person on-campus classroom instruction. This is false in that such  
2 on-campus instruction is not being offered. Defendants also continue to defy and deny  
3 requests for partial tuition or fee reimbursement, claiming that it is offering the same  
4 services for which Plaintiffs and Class members bargained. Thus, Defendants are  
5 continuing to demand full tuition and fees despite announcing that they will not be  
6 providing any on-campus instruction for the summer sessions and is uncertain of whether  
7 it will do so for the Fall 2020 term. Unless restrained by way of injunctive relief,  
8 Defendants' conduct is reasonably likely to lead to irreparable harm. Plaintiffs and Class  
9 members are entitled to and hereby pray for injunctive relief to enjoin Defendants'  
10 continued conduct.

## 11 **VIII. THIRD CAUSE OF ACTION**

### 12 **Conversion**

#### 13 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All** 14 **Defendants)**

15 72. Plaintiffs re-allege and incorporate by reference all previous allegations as though  
16 set forth in full herein.

17 73. Defendants received money from Plaintiffs and Class members in the form of  
18 tuition and fee payments.

19 74. The money Plaintiffs and Class members paid to Defendants was supposed to be  
20 used for the benefit of Plaintiffs and Class members for Defendants' provision of on-  
21 campus university classroom instruction and to make available to Plaintiffs and Class  
22 members campus services and facilities.

23 75. Defendants wrongfully exercised control over and/or intentionally interfered  
24 with the rights of Plaintiffs and Class members by effectively closing their campuses to  
25 in-person classroom instruction and switching to a virtual online-only format,  
26 discontinuing paid-for services, and evicting students from campus housing.

27 76. Defendants received and wrongfully kept the money Plaintiffs and Class  
28 members paid for tuition and fee payments, because Defendants have not provided campus

1 facilities or on-campus instruction for the Spring term. More specifically, Defendants  
2 failed to provide to Plaintiffs and Class members the benefits—such as in-person class-  
3 room instruction and related academic activities, access to campus services, facilities, and  
4 in-person extracurricular, athletic, and other student activities—that Plaintiffs and Class  
5 members paid the tuition and mandatory campus and student services fees to secure.

6 77. Plaintiffs and/or Class members have requested that Defendants issue refunds.

7 78. Defendants refused to return, and has thus wrongfully retained, a portion of  
8 tuition and mandatory campus and student services fees. Defendants, therefore, are  
9 indebted to Plaintiffs and Class members for this failure to provide on-campus classroom  
10 instruction and campus facilities.

11 79. Defendants’ actions have damaged Plaintiffs and Class members in the amounts  
12 of the tuition and mandatory campus and student services fees that defendant improperly  
13 withheld.

14 80. Plaintiffs and Class members hereby pray for the full panoply of remedies  
15 available as redress for conversion, including a constructive trust over such monies had  
16 and received for which the benefit was not provided, restitution or disgorgement, as  
17 appropriate, and declaratory and injunctive relief.

18 **IX. FOURTH CAUSE OF ACTION**

19 **Violation of California’s Unfair Competition Law (“UCL”), California Business**  
20 **and Professions Code §§ 17200, *et seq.***

21 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All**  
22 **Defendants)**

23 81. Plaintiffs re-allege and incorporate by reference all previous allegations as though  
24 set forth in full herein.

25 82. California’s Unfair Competition Law, California Business and Professions Code  
26 sections 17200, *et seq.*, prohibits an “unlawful, unfair or fraudulent business act or  
27 practice.”

28 83. Defendants violated the Unfair Competition Law by committing an unlawful act

1 by breaching their contracts with Plaintiffs and Class members, failing to provide services  
2 paid for, including in-person classroom instruction and access to Defendants' facilities,  
3 and failing to refund tuition, fees, and costs.

4 84. Defendants' conduct in representing that it offers campus facilities and on-  
5 campus instruction to Plaintiffs and Class members when, in fact, it did not do so, but  
6 continuing to charge and demand full tuition and fees as if such services and facilities were  
7 being provided, amounts to an unlawful, unfair, or deceptive business practice within the  
8 meaning of California's Unfair Competition Law ("UCL").

9 85. Had Defendants disclosed that they would not be offering on-campus facilities or  
10 in-classroom instruction before it charged Plaintiffs and Class members full tuition and  
11 fees and decided to retain them, Plaintiffs and Class members either would not have en-  
12 rolled at Defendants' educational institution or would not have agreed to pay the same  
13 amounts of tuition and fees for services and facilities they would not receive.

14 86. Defendants' practices are fraudulent because Defendant represented that it would  
15 offer in-person instruction and access to Defendants' campus facilities. Plaintiffs and  
16 Class members paid for the Spring 2020 term and college experience advertised.  
17 However, Plaintiffs and Class members did not receive the services they paid for—  
18 Defendant moved all classes online, restricted student access to university facilities, and  
19 evicted students from campus housing.

20 87. Plaintiffs and Class members conveyed money to Defendants in the forms of  
21 tuition and fees while Defendants were engaged in the unlawful, unfair, or deceptive  
22 business practice.

23 88. Plaintiffs and Class members have been and continue to be injured by  
24 Defendants' unlawful, unfair, or deceptive business practices because they are not  
25 receiving the instruction or facilities for which they conveyed money to Defendant.

26 89. Plaintiffs and Class members are entitled to and pray for an order of partial  
27 restitution as redress for Defendant's violations of the UCL.

28 90. Plaintiffs and Class members pray for the establishment of a Court-ordered and -

1 supervised common fund from which the claims of affected Class members may be paid  
2 and the attorneys' fees and costs of suit expended by class counsel, as approved by the  
3 Court, may be awarded and reimbursed.

4 91. Defendants continue to charge full tuition and fees as if full services and facilities  
5 were being provided, collecting millions of dollars from students deprived of the full  
6 benefit of their payments.

7 92. Defendants continue to represent falsely on its web site that it offers campus  
8 facilities with significant benefit and value to students and continues to represent falsely  
9 the value of its in-person on-campus classes. Defendants also continue to defy and deny  
10 all requests for partial tuition reimbursement, claiming falsely that it is offering the same  
11 services as Plaintiffs and Class members had bargained for. Thus, Defendants are  
12 continuing to demand full tuition and fees, even though Defendants have already  
13 announced that they will not be providing any on-campus instruction for the summer  
14 sessions and is uncertain of whether it will do so for the Fall 2020 term. Unless restrained  
15 by way of injunctive relief, Defendants' conduct is reasonably likely to lead to irreparable  
16 harm. Plaintiffs and Class members are entitled to and hereby pray for injunctive relief to  
17 enjoin Defendants' continued conduct.

18 93. As a direct and proximate result of Defendants' unlawful and unfair business acts  
19 and practices, Plaintiffs and Class members have suffered and will continue to suffer actual  
20 damages.

21 94. Plaintiffs and Class members are entitled to and seek disgorgement and  
22 restitution of the benefits unjustly retained, whether in whole or in part, including through  
23 refunds for tuition, fees, and/or room and board.

#### 24 **X. PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated,  
26 respectfully requests that this Court finds against Defendants as follows:

27 1. An order certifying this action as a class action as defined herein, appointing  
28 Plaintiffs as Class representatives, their counsel as Class counsel, and directing that notice

1 be disseminated to the absent Class members;

2 2. For judgment in favor of Plaintiffs and Class members and against Defendants  
3 on all counts and claims for relief;

4 3. For compensatory, consequential, general, and punitive damages and/or  
5 restitution in an amount to be determined at trial;

6 4. For statutory damages and treble damages to the extent permitted by law;

7 5. Pre-judgment and post-judgment interest at the maximum legal rates; and

8 6. For the establishment of a Court-ordered and -supervised common fund to be  
9 funded by Defendant and from which claims of all eligible class members will be paid,  
10 attorneys' fees awarded to class counsel will be paid, costs of suit approved by the Court  
11 and incurred by Class counsel will be reimbursed, and any award of interest will be  
12 disbursed;

13 7. For interest as permitted by law;

14 8. For an award of attorneys' fees;

15 9. For costs of suit;

16 10. For declaratory relief, to have the Court declare the obligations of the parties;

17 11. For injunctive relief to enjoin Defendants' ongoing conduct; and

18 12. For all such other relief as the Court deems just and proper.

19  
20 Dated: October 9, 2020

**SHEGERIAN & ASSOCIATES, INC.**

21  
22 By: /s/ Carney Shegerian

Carney R. Shegerian

Anthony Nguyen

Cheryl A. Kenner

23  
24  
25 Attorneys for Plaintiffs SONJA JOPLIN,  
26 ROBERT CALVERT, and CHILE AGUINIGA,  
27 on behalf of themselves and all others similarly  
28 situated

**DEMAND FOR JURY TRIAL**

Plaintiffs SONJA JOPLIN, ROBERT CALVERT, and CHILE AGUINIGA, on behalf of themselves and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: October 9, 2020

**SHEGERIAN & ASSOCIATES, INC.**

By: /s/ Carney Shegerian  
Carney R. Shegerian  
Anthony Nguyen  
Cheryl A. Kenner

Attorneys for Plaintiffs SONJA JOPLIN,  
ROBERT CALVERT, and CHILE AGUINIGA,  
on behalf of themselves and all others similarly  
situated

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