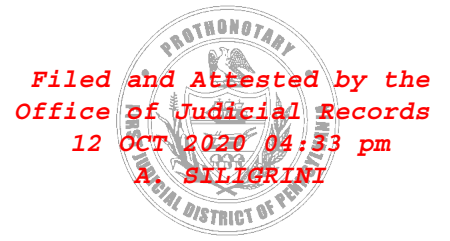


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MICHAEL JAMES LAWSON, JR. AND	:	Court of Common Pleas
TARA LAWSON, individually and on	:	Philadelphia County
behalf of all others similarly situated,	:	
2727 Lakeshore Drive	:	
Melville, NJ 08332	:	_____ TERM, 2020
	:	
Plaintiffs,	:	NO. _____
	:	
v.	:	
	:	
PENNSYLVANIA COLLEGE OF	:	
TECHNOLOGY,	:	
1 College Ave,	:	
Williamsport, PA 17701	:	
	:	
<i>Defendant.</i>	:	

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**NOTICE TO DEFENDANT**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP**

Lawyer Referral Service  
Philadelphia Bar Association  
Lawyer Referral and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19017  
Telephone: (215) 238-6333

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o noificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades y otros derechos importantes para usted. **LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Lawyer Referral Service  
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Filadelfia, Pennsylvania 19107  
Telefono: (215) 238-6333

## **PLAINTIFFS' CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs Michael James Lawson, Jr., and Tara Lawson, (collectively "Plaintiffs") by and through undersigned counsel, bring this action against Pennsylvania College of Technology ("Defendant" or the "College") on behalf of themselves and all others similarly situated, and make the following allegations based upon information, attorney investigation and belief, and upon Plaintiffs' own knowledge:

### **PRELIMINARY STATEMENT**

1. Plaintiffs bring 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 were able to, to leave campus as a result of the Novel Coronavirus Disease ("COVID-19").

2. This decision deprived Plaintiffs and the other members of the Classes 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 do not fully compensate Plaintiffs and members of the Classes for their loss.

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

### **PARTIES**

5. Defendant Pennsylvania College of Technology is an institution of higher

learning located in Williamsport, Pennsylvania and regularly conducts business in Philadelphia County.

6. Defendant's institution enrolls approximately 5,500 students, nearly 90% of which are residents of Pennsylvania. A substantial portion of the student body is comprised of students domiciled in Philadelphia County.<sup>1</sup>

7. Moreover, Defendant conducted and engaged in substantial business and other activities in the County of Philadelphia by marketing, selling and/or advertising the prospect of attending Defendant's institution. For instance:

- Defendant regularly participates in transfer agreements with the Community College of Philadelphia, located within the County of Philadelphia and, upon information and belief, other institutions in Philadelphia County;
- Defendant is accredited by the Middle States Commission on Higher Education, located within the County of Philadelphia;
- Defendant regularly hosts events with Philadelphia Futures, a Philadelphia-based non-profit that provides low-income, first-generation-to-college students with opportunities necessary for admission and success in college.
- Defendant has voluntarily qualified itself to conduct business in Philadelphia County by and through its various actions and methods of advertising and recruiting Philadelphia County high school seniors to attend its institution.

8. Although Defendant receives about 16.6% of its annual operating funds through state appropriations, it is not a state-owned public school. Defendant is not governed or managed by the Pennsylvania State System of Higher education and the majority of its \$118.5

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<sup>1</sup> According to Defendant's recent reporting, nearly one quarter of students reside in the Southeastern region of Pennsylvania, where the County of Philadelphia is located.

Million operating budget is generated through tuition, fees, gifts, investments or otherwise.

9. Defendant is governed by an 11-member board of directors and operates as a corporate entity with the power to sue and be sued.<sup>2</sup>

10. Upon information and belief, Defendant has an estimated endowment of approximately \$642 million.<sup>3</sup>

11. Moreover, upon information and belief, on May 8, 2020, Defendant received \$5,341,470 in federal stimulus under the CARES Act.<sup>4</sup>

12. From this bailout, Defendant has distributed only \$2,209,250 (the bare minimum required by law) to students, presumably intending to retain the remaining \$3.1 million for itself.<sup>5</sup>

13. Plaintiff Michael Lawson is an individual and a resident and citizen of the state of New Jersey.

14. Plaintiff Michael is currently enrolled as a full-time student in Defendant's undergraduate program, studying diesel technology.

15. Plaintiff Michael has paid substantial tuition for the Spring 2020 semester either out of pocket or by utilizing student loan financing, or otherwise.

16. Plaintiff Tara Lawson is Michael Lawson's mother.

17. Plaintiff Tara has contributed a substantial sum toward paying the cost of Michael's tuition and fees, either out of pocket or through Federal Direct Parent Plus financing, or otherwise.

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

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<sup>2</sup> Id.

<sup>3</sup> <https://www.pct.edu/about/fast-facts>

<sup>4</sup> <https://www2.ed.gov/about/offices/list/ope/allocationsforsection18004a1ofcaresact.pdf>

<sup>5</sup> <https://www.pct.edu/covid-19/cares-act-reports>

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

20. Defendant's institution offers in person, hands-on curriculum.

21. Many of Defendant's classes are taught in a hands-on, laboratory or clinical setting, as opposed to a standard classroom.

22. Plaintiffs 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 for on-campus, hands-on instruction.

23. As a College of Technology, Defendant's institution is particularly ill-equipped to offer remote-only instruction.

24. Welding, building construction, automotive, electrical, and manufacturing & machining account for half of Defendant's largest program areas.<sup>6</sup>

25. 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, intramurals, etc.;
- Student art, cultures, and other activities;

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<sup>6</sup> <https://www.pct.edu/about/fast-facts>

- Social development and independence;
- Hands-on learning and experimentation; and
- Networking and mentorship opportunities.

26. Plaintiff Michael's education changed from in-person hands-on learning to online instruction midway through the spring 2020 semester.

27. Plaintiff Michael's online instruction was not commensurate with the same classes being taught in person.

28. As a student studying diesel technology, most of Plaintiff Michael's classes are taught in a laboratory setting and require hands-on application.

29. The same is true for most students of Defendant's institution.

30. Indeed, even before the COVID-19 pandemic, Defendant offered an online degree track called its "distance learning" platform.

31. While Defendant offered approximately 87 different baccalaureate and associate level degrees on campus,<sup>7</sup> Defendant offered only 12 degrees through its distance learning program,<sup>8</sup> suggesting that the majority of Defendant's degree programs were ill suited for remote educational models.

32. Even for the 12 degree programs that Defendant found appropriate to offer online, those programs were offered at a lower average tuition than their identical on-campus programs,<sup>9</sup> suggesting Defendant's acknowledgement that the value of an online degree is not commensurate with that of a degree earned on campus.

33. Diesel technology is one such program that is not ordinarily offered online, owing

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<sup>7</sup> <https://www.pct.edu/catalog/majors>

<sup>8</sup> <https://www.pct.edu/academics/online-degrees>

<sup>9</sup> Id.

to the fact that it requires extensive hands on training.

34. Indeed, in addition to the regular tuition rate, Plaintiffs were charged an additional “instructional lab” fee of \$1,080 for hours Plaintiff Michael was expected to spend in the lab environment over the course of this semester.

35. In addition to tuition and mandatory lab fees, Plaintiffs were required to pay certain other mandatory fees, including but not limited to:

- Capital Fee;
- Technology Fee;
- Health Services Fee; and
- Activity Fee

36. The capital fee is intended provide students with access to “state-of-the-art academic facilities in addition to activities, fitness, and recreation facilities.”<sup>10</sup>

37. The technology fee is designed to provide students with access to the technology infrastructure, such as on-campus wireless internet, computer labs, etc.<sup>11</sup>

38. The health services fee is designed to provide “health and safety initiatives **on campus.**” (emphasis added).<sup>12</sup>

39. Finally, the activity fee “[p]rovides support to students to improve their out-of-class and educational experience by allowing them to attend social, athletic, and cultural events on campus free of charge or for a nominal charge.”<sup>13</sup>

40. As a result of being moved off campus, Plaintiff Michael no longer had the benefit of the services for which these fees had been paid. For example, Plaintiff no longer

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<sup>10</sup> <https://www.pct.edu/students/bursar/tuition-fees-and-charges>

<sup>11</sup> Id.

<sup>12</sup> Id.

<sup>13</sup> Id.



receive clinical or laboratory instruction; no longer had access to academic, fitness, and recreation facilities; no longer had access to the campus technology infrastructure; no longer benefited from campus health and safety initiatives; and no longer had access to social, athletic, and cultural events on campus.

41. In addition to the tuition and fees described above, Plaintiffs paid “Room and Board” fees for the right to reside in campus housing and for access to a meal plan providing for on campus dining opportunities.

42. At Defendant's request and direction, Plaintiff Michael moved out of on-campus housing on or about March 8, 2020 and has not lived on campus since, nor had access to any meals under his meal plan since that date, nor any of the other facilities or services described above.

### **JURISDICTION AND VENUE**

43. This Court has personal jurisdiction over Defendant under Pa. C.S. § 931(a). Defendant is domiciled in Pennsylvania and regularly conducts business in Pennsylvania.

44. Venue is proper in this county under Pa.R.C.P 2179(a)(2) because Defendant regularly and substantially conducts business in Philadelphia County, including marketing to and enrolling students from this County.

### **FACTUAL ALLEGATIONS**

45. Upon information and belief, Defendant’s Spring term began with the first day of classes on or about January 13, 2020.<sup>14</sup>

46. Upon information and belief, Defendant’s Spring term was scheduled to conclude with the last day of examinations on or about May 8, 2020.<sup>15</sup>

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<sup>14</sup> <https://www.pct.edu/academics/academic-affairs/academic-calendar>

<sup>15</sup> Id.

47. Accordingly, Defendant’s Spring semester was scheduled and contracted to consist of approximately 116 days.

48. Defendant’s Spring Break began on or about March 8, 2020 and was supposed to end on or about March 14, 2020, with students returning to campus and in-person classes to resume on Monday, March 16, 2020.<sup>16</sup>

49. However, as a result of the COVID-19 pandemic, Defendant announced on March 11, 2020 that it was extending Spring Break by one week through Monday, March 23, 2020 and that “students should remain at their permanent residences during this time.”<sup>17</sup>

50. On March 16, 2020, the College announced that when classes resumed after the extended Spring Break, they would be taught exclusively online through April 6, 2020.<sup>18</sup>

51. On March 31, 2020, the mandated closure of campus labs and provision of online instruction was extended through May 4, 2020.<sup>19</sup>

52. On April 21, 2020, this timeline was again extended through May 11, 2020.<sup>20</sup>

53. Ultimately, campus remained closed to Plaintiff and members of the proposed classes through the duration of the spring 2020 semester.

54. Notwithstanding the above, Defendant has announced that it will only be offering a student housing and meal plan refund of four weeks.<sup>21</sup>

- All on-campus resident students, with the exception of those living on campus through this emergency, will receive a four-week refund of room-and-board costs, with refunds being issued the week of April 6. For students with off-campus meal plans, we will provide an update in the near future.

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<sup>16</sup> Id.

<sup>17</sup> <https://www.pct.edu/campus-life/college-health-services/coronavirus/update-archive>

<sup>18</sup> Id.

<sup>19</sup> Id.

<sup>20</sup> Id.

<sup>21</sup> Id.

55. Defendant has offered no explanation for how they calculated this refund offer.

56. Based on the dates set forth above, upon information and belief, Defendant's move to online classes and constructive eviction of students began on March 16, 2020, the date students were originally scheduled to return from Spring Break.

57. These same students had contracted for on-campus housing and meals through at least May 8, 2020, meaning they were robbed of approximately 8 weeks of the benefit of the bargain for which they had already paid.

58. Accordingly, an arbitrary refund of 4 weeks of housing and meal costs is wholly inadequate and unlawful.

59. Likewise, Defendant has refused and continues to refuse to offer any pro-rated reduction or refund on tuition.

60. Finally, Plaintiffs and members of the proposed Fees Class were deprived of utilizing services for which they had already paid, such as access to campus facilities, and other opportunities.

61. However, Defendant has refused and continues to refuse to offer any pro-rated reduction or refund on fees.

### **CLASS ACTION ALLEGATIONS**

62. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to Pa.R.C.P 1707 and 1708 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 College 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.

#### **The Fees Class:**

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

**The On-Campus Housing Class:**

All people who paid the costs of on-campus housing for or on behalf of students enrolled in classes at the College for the Spring 2020 semester who moved out of their on-campus housing prior to the completion of the semester because of Defendant's policies and announcements related to COVID-19.

**The Meals Class:**

All people who paid costs for or on behalf of students for meals and on-campus dining at the College for the Spring 2020 semester.

63. Excluded from the Classes are The Board of Directors of Pennsylvania College of Technology and any of their 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. Plaintiffs reserve the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

64. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their 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.

65. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Rule 1702 of the Pennsylvania Rules of Civil Procedure.

66. The requirements of Pa.R.C.P. 1702 are met in that:

- The class is so numerous that joinder of all members is impracticable, as there are approximately 5,000 members of the class.
- There are questions of law or fact common to the class, which predominate over any questions affecting individual Class members, including without limitation:

- i. Whether Defendant engaged in the conduct alleged herein;
- ii. Whether there is a difference in value between online distance learning and live in-person instruction;
- iii. Whether Defendant breached its contracts with Plaintiffs 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;
- iv. Whether Defendant was unjustly enriched by retaining tuition payments of Plaintiffs and the Tuition Class representing the difference between the value of online distance learning and live in-person instruction;
- v. Whether Defendant breached its contracts with Plaintiffs and the other members of the Fees Class by retaining fees without providing the services the fees were intended to cover;
- vi. Whether Defendant was unjustly enriched by retaining fees of Plaintiffs and the other members of the Fees Class without providing the services the fees were intended to cover;
- vii. Whether Defendant breached its contracts with Plaintiffs and the other members of the On-Campus Housing Class by not refunding them the full pro-rated amount of their housing expenses when the pandemic prevented them (or the students on whose behalf they paid) from continuing to live on campus safely;
- viii. Whether Defendant was unjustly enriched by retaining payments

of Plaintiffs and the other members of the On-Campus Housing Class while such members (or the students on whose behalf they paid) moved out of their on-campus housing;

- ix. Whether Defendant breached its contracts with Plaintiffs and the other members of the Meals Class by retaining costs for food and on-campus dining without providing those services which the costs were intended to cover;
- x. Whether Defendant was unjustly enriched by retaining payments of Plaintiffs and the other members of the Meals Class without providing the food and on-campus dining options which those costs were intended to cover;
- xi. Whether Class members are entitled to declaratory, equitable, or injunctive relief, and/or other relief; and
- xii. The amount and nature of relief to be awarded to Plaintiffs and the other Class members.

- The claims or defenses of the Plaintiffs are typical of the claims or defenses of the class because, among other things, all Class members were similarly situated and were comparably injured through Defendant's wrongful conduct as set forth herein.
- The Plaintiffs will fairly and adequately assert and protect the interests of the class.
- A class action provides a fair and efficient method for adjudication of this controversy pursuant to the criteria established by Rule 1708.

Specifically:

- i. Trying these actions separately would create a risk of inconsistent and incompatible adjudications with respect to individual members of the class
- ii. No litigation has been commenced by or against members of the class involving the same issues.
- iii. Common questions of law and fact predominate over any questions affecting individual members.
- iv. The class is numerous enough to render joinder of all members or the maintenance of separate suits impracticable, and the difficulties likely to be encountered in the management of this action as a class action are minimal.
- v. Defendants have refused to act on grounds generally applicable to all members of the class.

67. The Plaintiffs will fairly and adequately assert and protect the interests of the class pursuant to Rule 1709 in that:

- i. Plaintiffs' counsel is experienced in class action litigation and will adequately represent the interests of the Classes.
- ii. Plaintiffs do not have a conflict of interest in maintenance of the class action.
- iii. Plaintiffs' attorneys have adequate financial resources to assure that the interests of the class will not be harmed.

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

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

68. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

69. Plaintiffs bring this count on behalf of themselves and other members of the Tuition Class.

70. Plaintiffs and the other members of the Tuition Class entered into contracts with Defendant which provided that Plaintiffs 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.

71. The terms of this contract are as implied or set forth by Defendant through its website, academic catalogs, student handbooks, marketing materials and other circulars, bulletins, and publications.

72. 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.

73. One such right is the ability to be physically present on campus, and fully enjoy the facilities, services, opportunities, and hands-on education provided thereon.



74. This is so axiomatic and engrained into the culture of higher education generally and Pennsylvania College of Technology specifically that it is enshrined within Defendant’s mission statement, vision statement, and values, which read:<sup>22</sup>

### **MISSION STATEMENT**

Pennsylvania College of Technology is a public institution offering *degrees that work* – grounded in a comprehensive, hands-on technical education – that empowers our graduates for success.

### **VISION STATEMENT**

Pennsylvania College of Technology, a nationally recognized leader in applied technology education.

### **PENN COLLEGE VALUES**

These core values guide us to accomplish our mission and achieve our vision:

- **Hands-on Education:** We create a learning environment emphasizing applied instruction in small classes and labs with state of the art equipment, led by skilled faculty with real-world experience.
- **Student-Centered Environment:** We promote a holistic experience that fosters lifelong learning through physical, personal, and social development.
- **Community of Respect:** We celebrate our diversity and are committed to inclusiveness, recognizing that mutual respect for individual differences is the foundation of our learning community.
- **Business and Industry Partnerships:** We partner with business and industry to keep our curriculum, technology, and equipment current, preparing our graduates to compete successfully in the global economy.

75. In fact, the entire purpose of Defendant’s existence is to bridge a gap that is not offered at other institutions, namely, in-person, hands-on instruction:<sup>23</sup>

**As a special mission affiliate, Penn College fills a unique role in the Penn State system, offering opportunities for technology-based, hands-on education and workforce development.**

76. 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.

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

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<sup>22</sup> <https://www.pct.edu/about/mission-vision-values>

<sup>23</sup> <https://www.pct.edu/about/penn-state>

78. Defendant specifically markets certain classes and degree programs as being offered on a fully online basis.

79. Indeed, Defendant dedicates an entire section of its website to these programs, which can be accessed at <https://www.pct.edu/academics/online-degrees>.

80. 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; hands-on learning; leadership opportunities; on-campus housing; class size; dining options; class size; campus location, and the like.

81. Defendant's Student Life webpage opens with a section that states, "With so many ways to get involved in college life, you'll always be a part of something here."<sup>24</sup> The page continues with the words, "Welcome to Wildcat Life," followed by, "Live where you learn, learn where you live."<sup>25</sup>

82. On the same webpage, Defendant states, "Campus is within walking distance to downtown Williamsport and some of Pennsylvania's most beautiful State Parks and Class A Wild Trout Streams."<sup>26</sup> Defendant also states, "Whether you serve in student government or become an RA, there are many ways to make your mark as a leader on campus."<sup>27</sup>

83. Further, under Defendant's Student Activities heading, students and visitors are greeted with the words, "Make your out-of-class experience just as impactful."<sup>28</sup>

84. When students and visitors visit Defendant's "About" page, they are greeted with the following:<sup>29</sup>

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<sup>24</sup> <https://www.pct.edu/student-life>

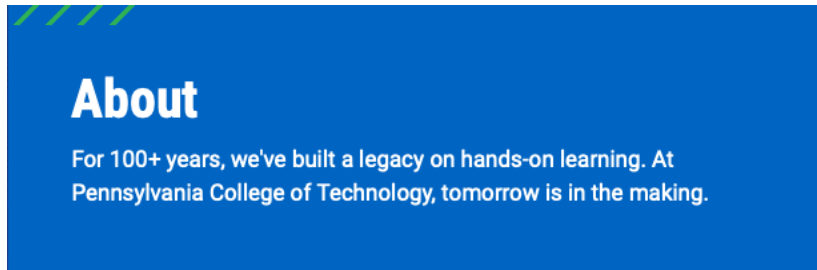
<sup>25</sup> Id.

<sup>26</sup> Id.

<sup>27</sup> Id.

<sup>28</sup> Id.

<sup>29</sup> <https://www.pct.edu/about-penn-college>



85. Further, this page goes on to claim that, “Our cutting-edge facilities are where learning, creating, and innovation happen. We believe providing top-of-the-line equipment gives you the best pathway for success.”<sup>30</sup>

86. Visitors who wish to learn more about Defendant’s institution can read more on the “Future Students” webpage on Defendant’s website.

87. On the “Future Students” webpage, which is also Defendant’s homepage, visitors are greeted with a promotional video montage that depicts students on campus engaging in various hands-on learning activities meant to entice prospective students to enroll in Defendant’s institution.<sup>31</sup>

88. On the video montage, prospective students and visitors are greeted with the words, “FUTURE MADE BY HAND.”<sup>32</sup> “Equipped with hands-on knowledge and the full-on college experience, our tomorrow-minded students are building the lives they want.”<sup>33</sup>

89. Defendant’s hands-on educational experience is marketed as its primary benefit.

90. Upon information and belief, there were no references or disclaimers in any of Defendant’s websites, circulars, bulletins, publications, brochures, or other advertisements that even referenced the possibility of in-person, hands-on classes being changed to fully online classes for any reason whatsoever after the start of a given term.

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<sup>30</sup> Id.

<sup>31</sup> <https://www.pct.edu>

<sup>32</sup> Id.

<sup>33</sup> Id.

91. In fact, it is clear that, prior to the COVID-19 interruption, Defendant had no plans whatsoever to offer its in-person classes via an online delivery model. This is evident from the fact that the University had to hurriedly and ineffectively scrambled to make the switch, while acknowledging that “hands-on learning is what it’s all about.”<sup>34</sup>

92. Moreover, Defendant admits that although Spring 2020 was moved to remote learning, Fall 2020 will be held on campus, acknowledging that hands-on learning is their “hallmark”.<sup>35</sup>

**Penn College’s Strategy to Resume In-person Instruction**

Penn College’s hallmark is hands-on learning supported by in-person instruction; this is our enduring educational model, imbuing our graduates with the skills necessary to become leaders and innovators in their fields. Guided by our mission, and following the Commonwealth’s health and safety guidelines, Penn College has committed to in-person instruction in Fall 2020 in the safest and most responsible way possible.

93. 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.

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

95. Initially, the student will receive an official offer letter. For example, at least one version of Defendant’s acceptance letter read, “You have a lot to look forward to. Joining the culture of doers and makers creating tomorrows world. Practicing your craft on the cutting-edge using industry-standard equipment and the latest technology. Discovering a core of liberal arts that teaches you to adapt in any environment. Feeding your curiosity and expanding your interests with

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<sup>34</sup> <https://www.pct.edu/penn-college-students/covid-19-resources>

<sup>35</sup> <https://www.pct.edu/covid-19/reopening>

events, activities and opportunities on campus and beyond. Gaining the practical experience that will launch your career. And benefiting from the strong support of passionate peers and expert educators as you become qualified not only to thrive in your industry, but to lead it.” Defendant concludes with, “We can’t wait to see what you do at Penn College.”

96. According to Defendant’s publications, accepting the offer of admissions by confirming the intent to enroll is the first step to officially joining Pennsylvania College of Technology. “We’ve offered you acceptance, now it’s time to seal the deal.”<sup>36</sup>

97. Prospective students are invited to visit Penn College. “Come and see where it all begins. A place where skills are acquired and perspectives are explored, where ideas catch spark and are brought to life, where hands-on learning spurs reinvention and futures gain momentum. Take on everything today has to offer so that we can make an even better tomorrow.”

98. When students officially accept their offers, they are flooded with a number of other communications from the school that reference Defendant’s “hands-on education” and extolling the virtues of the on-campus experience.

99. Before the start of their first semester, students are required to attend a mandatory new student orientation program on-campus, called, “Connections.”

100. Connections is Defendant’s orientation program that is designed to prepare accepted students for college life with workshops on:<sup>37</sup>

- Academic success;
- Online resources;

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<sup>36</sup> <https://www.pct.edu/admissions/accepted-students>

<sup>37</sup> <https://www.pct.edu/campus-life/orientation/connections> See also <https://www.pct.edu/admissions/accepted-students>

- Classroom expectations;
- College expenses;
- Learn more about involvement opportunities;
- Obtain information on buying books/tool kits, selecting a meal plan, and paying tuition/fees;
- Make connections with college staff; and
- Answer any and all questions

101. 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.

102. When students log on to their online account during the registration period to select their in-person classes, each class is listed not only by description, but also by meeting time and physical classroom location.

103. Upon registration, students in many of Defendant's on-campus 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.

104. 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.

105. Those classes for which students expected to receive in-person, hands-on instruction began the Spring 2020 semester by offering in-person instruction.

106. Each day for the weeks and months leading up to announcement of campus

closures, students attended physical classrooms to receive in-person, hands-on instruction, and Defendant provided such in-person instruction.

107. For example, Plaintiff Michael, studying diesel technology, was enrolled in a Powertrain and Brake Systems Lab with the following class description on Defendant's course catalog:<sup>38</sup>

### Powertrain and Brake Systems Lab

#### DSM142

Hands-on applications of heavy vehicle power train and brake system components. Overhaul, adjustment, and repair procedures of heavy transmissions, drive lines, differentials, clutches, and final drives. Troubleshooting and repair of hydraulic and pneumatic brake systems and other instructor-selected topics. 4 Credits (0 Lecture - 12 Lab) *Corequisite(s): DSM141.*

108. Plaintiff Michael was also enrolled in a Hydraulics Class with the following class description in Defendant's course catalog:<sup>39</sup>

### Hydraulics II

#### DSM122

Study of the operation, disassembly, evaluation, assembly and various setup procedures and their application to piston pumps. Course work includes learning to disassemble, explain the operation, evaluate failures, assemble, and perform the various setup procedures on hydraulic valves. Topics include the various systems on hydraulic equipment and how to read a schematic. Hands-on practice also includes disassembling, evaluating, learning the various seals of, and performing the proper reassembly procedures for hydraulic cylinders. 4 Credits (2 Lecture - 6 Lab) *Prerequisite(s): DSM121.*

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

110. It is impossible to receive hands-on education with fully online instruction.

111. Each day for the weeks and months prior to announced closures, students had

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<sup>38</sup> <http://catalogarchive.pct.edu/20192020/catalog/courses/DSM.html>

<sup>39</sup> *Id.*

access to the full campus.

112. 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.

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

114. In addition to maintaining separate webpages and charging differing tuition prices, Defendant has a separate section on its online course catalog for online degrees and courses.<sup>40</sup>

115. Based on this mutual assent, Plaintiffs 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.

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

117. This cause of action does not seek to allege “educational malpractice.”

118. 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.

119. Plaintiffs and members of the Tuition Class accepted Defendant’s offer for live in-person on-campus education and paid valuable consideration in exchange.

120. However, after accepting such consideration from Plaintiffs and other members of

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<sup>40</sup> <http://catalogarchive.pct.edu/20192020/catalog/index.html>



the Tuition Class, Defendant provided a materially different product, which deprived Plaintiffs and other members of the Tuition Class of the benefit of the bargain for which they had already paid.

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

122. Defendant's refusal to provide appropriate refunds is in bad faith.

123. Plaintiffs 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.

124. As a direct and proximate result of Defendant's breach, Plaintiffs 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  
(Plaintiffs and Other Members of the Tuition Class)**

125. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

126. Plaintiffs brings this count on behalf of themselves and other members of the Fees Class.

127. 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.

128. Plaintiffs and other members of the Tuition Class paid substantial tuition for live, hands-on, in-person instruction in a physical classroom on a physical campus with all the attendant benefits.

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

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

131. However, Plaintiffs and other members of the Tuition Class did not receive the full benefit of their bargain.

132. Instead, Plaintiffs and other members of the Tuition Class conferred this benefit on Defendant in expectation of receiving one product, *i.e.*, live, hands-on, in-person instruction in a physical classroom along with the on-campus experience of campus live 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.

133. 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.

134. As a result of closing campus and moving classes online, Defendant saved significant sums of money by 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.

135. Simply put, it is significantly cheaper to operate a remote, on-line campus than a fully online 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.

136. Equity and good conscience require that the College return a pro-rata portion of the monies paid in fees to Plaintiffs and other members of the Tuition Class.

137. This is particularly true where, as here, Defendant is supported by a \$642 million endowment, while its students on information and belief, do not have access to such immense financial resources, and further where, on information and belief, a substantial portion of its students have incurred substantial debt to finance an educational experience that they did not receive.

138. At the same time, Defendant received significant aid from the federal government, of which Defendant has retained roughly \$3.1 million for itself, as opposed to passing it along to students.

139. 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  
(Plaintiffs and Other Members of the Fees Class)**

140. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

141. Plaintiffs bring this count on behalf of themselves and other members of the Fees Class.

142. In addition to tuition, Defendant charges a myriad of fees that are either related to courses or included under the guise of tuition.

143. In its publications and, particularly on its website, Defendant specifically

describes the nature and purpose of each fee.

144. As such, it is axiomatic that the monies Plaintiffs and other members of the Fees Class paid towards this fee were intended by both the students and Defendant to cover the services for which the fee was described and billed.

145. Pursuant to Defendant’s website, a \$49 Capital Fee is charged per credit hour and is included in tuition. According to Defendant, the fee, “Provides a funding source for capital projects designed to maintain state-of-the-art academic facilities in addition to activities, fitness, and recreation facilities. The revenue from this fee is also used to support campus facilities maintenance and improvement.”<sup>41</sup>

146. Pursuant to Defendant’s website, a \$17 Technology Fee is charged per credit hour and is included in tuition. According to Defendant, the fee, “Provides direct support to the technology infrastructure. The revenue generated by this fee is dedicated for the upgrading, expansion, and support of our technology resources.”<sup>42</sup>

147. Pursuant to Defendant’s website, a \$6 Health Services Fee is charged per credit hour and is included in tuition. According to Defendant, the fee, “to offset costs of medications allowing students to have access to them at cost.”<sup>43</sup>

148. Pursuant to Defendant’s website, a \$11 Activity Fee is charged per credit hour and is included in tuition. According to Defendant, the fee, “Provides support to students to improve their out-of-class and educational experience by allowing them to attend social, athletic, and cultural events on campus free of charge or for a nominal charge.”<sup>44</sup>

149. Defendant also charges a Related Course Fee for Instructional Lab Hours, where

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<sup>41</sup> <https://web.archive.org/web/20191101213137/https://www.pct.edu/students/bursar/tuition-fees-and-charges>

<sup>42</sup> Id.

<sup>43</sup> Id.

<sup>44</sup> Id.

\$45 is charged per lab hour. According to Defendant, “This fee is assessed in recognition of the additional costs associated with laboratory and/or clinical instruction. These additional costs include, but are not limited to, additional instructional and preparation time, lab activities, clinical experiences, lab equipment, and instructional supplies.”<sup>45</sup>

150. As such, in accepting these terms and paying these fees, a contract was formed between Plaintiffs, including the Fees Class, and Defendant, which provided that Plaintiffs and other members of the Fees Class would pay these fees for or on behalf of themselves and, in exchange, Defendant would provide or make available the services, benefits and/or programs related to those fees, as promised.

151. It is undisputed that Defendant did not provide student activities, on-campus computer or lab facilities, access to recreational facilities, access to campus events, any student activities, or any student health and treatment services for a portion of the Spring 2020 semester.

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

153. However, Defendant breached the contract with Plaintiffs and 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, closing most campus buildings and facilities, and cancelling most student activities.

154. By retaining fees paid by Plaintiffs and other members of the Fees Class, without providing them the full benefit of their bargain, Defendant has not performed its contractual obligations.

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<sup>45</sup> Id.

155. Defendant's refusal to offer appropriate refunds is in bad faith.

156. Plaintiffs and other members of the Fees Class have suffered damage as a direct and proximate result of Defendant's breach, namely being deprived of the value of the benefits, services and/or programs the fees were intended to cover.

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

**FOR A FOURTH COLLECTIVE CAUSE OF ACTION  
UNJUST ENRICHMENT  
(Plaintiffs and Other Members of the Fees Class)**

158. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

159. Plaintiffs brings this count on behalf of themselves and other members of the Fees Class.

160. 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.

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

162. Plaintiffs and other members of the Fees Class paid substantial fees for on-campus benefits, access and services and did not receive the full benefit of the bargain.

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

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

165. Defendant has retained this benefit, even though Defendant has failed to provide the services, benefits and/or programs for which the fees were collected, making Defendant's retention unjust under the circumstances.

166. 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.

167. Simply put, it is significantly cheaper to operate a remote, on-line campus than a fully open physical campus.

168. Equity and good conscience require that Defendant return a *pro-rata* portion of the monies paid in fees to Plaintiffs and other members of the Fees Class.

169. This is particularly true where, as here, Defendant is supported by a \$642 million endowment, while its students on information and belief, do not have access to such immense financial resources, and further where, on information and belief, a substantial portion of its students have incurred substantial debt to finance an educational experience that they did not receive.

170. At the same time, Defendant received significant aid from the federal government, of which Defendant has retained roughly \$3.1 million for itself, as opposed to passing it along to students.

171. 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 FIFTH COLLECTIVE CAUSE OF ACTION  
BREACH OF CONTRACT  
(Plaintiffs and Other Members of the On-Campus Housing Class)**

172. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

173. Plaintiffs bring this count on behalf of themselves and other members of the On-Campus Housing Class.

174. Plaintiffs and the On-Campus Housing Class entered into contracts with Defendant which provided that Plaintiffs and other members of the On-Campus Housing Class would pay certain charges and fees for or on behalf of students and, in exchange, the College would provide on-campus housing to those students for the duration of the Spring 2020 semester.

175. In fact, Defendant acknowledge that their Housing Fee, “Covers the cost of on-campus housing to which students have been assigned and signed a contract.”<sup>46</sup>

176. In addition to housing costs listed on Defendant’s website, each student living on campus pays a \$30 Residence Life activity fee each semester, which covers the cost of activities offered to students living on campus throughout the semester.<sup>47</sup>

177. Plaintiffs and other members of the On-Campus Housing Class fulfilled their end of the bargain when the charges and fees for the Spring 2020 semester were paid, either out of pocket, by using student financing, or otherwise.

178. Defendant breached the contract with Plaintiffs and the On-Campus Housing Class by evicting students from on-campus housing on or about March 8, 2020, prior to the completion of the semester.

179. The College breached the contract with Plaintiffs and the On-Campus Housing

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<sup>46</sup> <https://www.pct.edu/students/bursar/tuition-fees-and-charges>

<sup>47</sup> <https://www.pct.edu/campus-life/campus-housing/on-campus-housing-costs>



Class by moving all classes for the Spring 2020 semester to online distance learning platforms, and asked students to move out of on-campus housing facilities, thus constructively evicting them.

180. By retained charges and fees paid by Plaintiffs and other members of the On-Campus Housing Class, without providing them the full benefit of their bargain, Defendant has failed to perform its contractual obligation.

181. Defendant has acknowledged this breach by offering partial refunds, equal to four weeks of housing charges.

182. However, as set forth more fully above, these partial refunds are arbitrary and wholly deficient, in as much as students were evicted with approximately eight weeks remaining in the semester.

183. Plaintiffs and other members of the On-Campus Housing 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 housing charges were intended to cover, namely, housing in which to live.

184. As a direct and proximate result of Defendant's breach, Plaintiffs and the On-Campus Housing 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 were collected but for which length of time housing was not provided.

**FOR A SIXTH COLLECTIVE CAUSE OF ACTION  
UNJUST ENRICHMENT  
(Plaintiffs and Other Members of the On-Campus Housing Class)**

185. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

186. Plaintiffs bring this count on behalf of themselves and other members of the On-Campus Housing Class.

187. 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 Fifth Cause of Action above.

188. Defendant has received a benefit at the expense of Plaintiffs and other members of the On-Campus Housing Class to which it is not entitled.

189. Plaintiffs and other members of the On-Campus Housing Class paid substantial charges and fees for the right to occupy on-campus housing and did not receive the full benefit of the bargain.

190. Plaintiffs and other members of the On-Campus Housing Class conferred this benefit on Defendant when they paid the charges and fees.

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

192. Defendant has retained this benefit, even though Defendant has failed to provide the housing and other amenities for which the charges and fees were collected, making Defendant's retention unjust under the circumstances.

193. As a result of evicting students, Defendant saved significant sums of money in the way of reduced utility costs, reduced maintenance and staffing requirements, and reduced or eliminated hours for hourly employees, such as resident assistants and the like.

194. Simply put, it is significantly cheaper to operate a remote, online campus than a fully open physical campus.

195. Equity and good conscience require that Defendant return a *pro-rata* portion of the monies paid in charges and fees to Plaintiffs and other members of the On-Campus Housing

Class.

196. This is particularly true where, as here, Defendant is supported by a \$642 million endowment, while its students on information and belief, do not have access to such immense financial resources, and further where, on information and belief, a substantial portion of its students have incurred substantial debt to finance an educational experience that they did not receive.

197. At the same time, Defendant received significant aid from the federal government, of which Defendant has retained roughly \$3.1 million for itself, as opposed to passing it along to students.

198. Defendant should be required to disgorge this unjust enrichment to the extent that Defendant has retained more than the pro-rated value for the product that Defendant was able to provide.

**FOR A SEVENTH COLLECTIVE CAUSE OF ACTION  
BREACH OF CONTRACT  
(Plaintiffs and Other Members of the Meals Class)**

199. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

200. Plaintiffs bring this count on behalf of themselves and other members of the Meals Class.

201. Plaintiffs and the Meals Class entered into contracts with Defendant which provided that Plaintiffs and other members of the Meals Class would pay certain charges and fees for or on behalf of students and, in exchange, Defendant would provide meals and on-campus dining options to those students for the duration of the Spring 2020 semester.

202. Plaintiffs and other members of the Meals 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.

203. The College breached the contract with Plaintiffs and the Meals 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, including dining facilities.

204. By retaining charges and fees paid by Plaintiffs and other members of the Meals Class, without providing them the full benefit of their bargain, Defendant has failed to perform its contractual obligation.

205. Defendant has acknowledged this breach by offering partial refunds, equal to four weeks of meal charges.

206. However, as set forth more fully above, these partial refunds are arbitrary and wholly deficient, in as much as students were deprived of approximately eight weeks of on-campus dining.

207. Plaintiffs and other members of the Meals 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, namely, on-campus meals and dining options.

208. As a direct and proximate result of Defendant's breach, Plaintiffs and the Meals 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 meal charges and fees that were collected but for which length of time meals were not provided.

**FOR AN EIGHTH COLLECTIVE CAUSE OF ACTION  
UNJUST ENRICHMENT**

**(Plaintiffs and Other Members of the Meals Class)**

209. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

210. Plaintiffs bring this count on behalf of themselves and other members of the Meals Class.

211. 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 Seventh Cause of Action above.

212. Defendant has received a benefit at the expense of Plaintiffs and other members of the Meals Class to which it is not entitled.

213. Plaintiffs and other members of the Meals Class paid substantial charges for access to on-campus meals and dining options.

214. Plaintiffs and other members of the Meals Class conferred this benefit on Defendant when they paid the fees.

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

216. Defendant has retained this benefit, even though Defendant has failed to provide the meals and dining options for which the fees were collected, making Defendant's retention unjust under the circumstances.

217. As a result of closing the dining halls and evicting students, Defendant saved significant sums of money in the way of reduced utility costs, reduced maintenance and staffing requirements, reduced food and material costs, and reduced or eliminated hours for hourly employees.

218. Simply put, it is significantly cheaper to operate a remote, online campus than a

fully open physical campus.

219. Equity and good conscience require that the College return a *pro-rata* portion of the monies paid in meal fees to Plaintiffs and other members of the Meals Class.

220. This is particularly true where, as here, Defendant is supported by a \$642 million endowment, while its students on information and belief, do not have access to such immense financial resources, and further where, on information and belief, a substantial portion of its students have incurred substantial debt to finance an educational experience that they did not receive.

221. At the same time, Defendant received significant aid from the federal government, of which Defendant has retained roughly \$3.1 million for itself, as opposed to passing it along to students.

222. Defendant should be required to disgorge this unjust enrichment to the extent that Defendant has retained more than the pro-rated value for the product that Defendant was able to provide.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, individually and on behalf of members of the Classes, pray for judgment in their favor and against Defendant as follows:

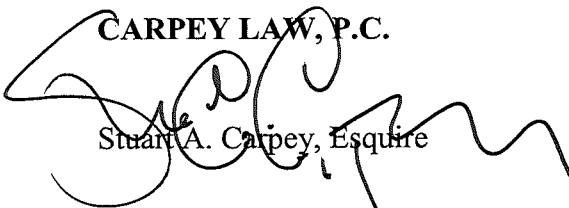
- A. Certifying the Classes as proposed herein, designating Plaintiffs as Class representatives, and appointing undersigned counsel as Class Counsel;
- B. Declaring that Defendant is financially responsible for notifying the Class members of the pendency of this action;
- C. Declaring that Defendant has wrongfully kept monies paid for tuition, fees, on-campus housing, and meals;

- D. Requiring that Defendant disgorge amounts wrongfully obtained for tuition, fees, on-campus housing, and meals;
- E. Awarding injunctive relief as permitted by law or equity, including enjoining Defendant from retaining the pro-rated, unused monies paid for tuition, fees, on-campus housing, and meals;
- F. Scheduling a trial by jury in this action;
- G. Plaintiffs demand damages in excess of \$50,000.00.
- H. Awarding Plaintiffs' reasonable attorney's fees, costs and expenses, as permitted by law;
- I. Awarding pre and post judgment interest on any amounts awarded, as permitted by law; and
- J. Awarding such other and further relief as may be just and proper.

**DEMAND FOR JURY TRIAL**

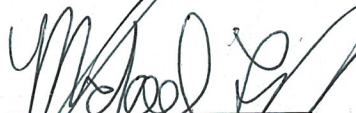
Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, Plaintiffs demand trial by jury in this action of all issues so triable.

Dated this 12<sup>th</sup> day of October, 2020

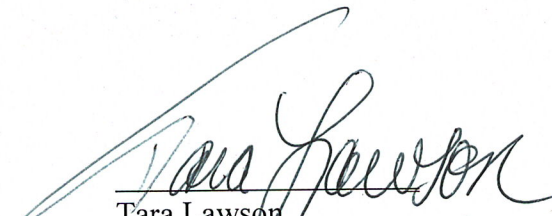
**CARPEY LAW, P.C.**  
  
Stuart A. Carpey, Esquire

**VERIFICATION**

Plaintiffs in this action verify that the statements made in the foregoing pleading are true and correct to the best of Plaintiffs' knowledge, information and belief. The undersigned understands the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Michael James Lawson, Jr.

Date: 10/9/2020

  
\_\_\_\_\_  
Tara Lawson

Date: 10-9-2020