

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

ELENA BOTTS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

JOHNS HOPKINS UNIVERSITY,

Defendant.

Civil Action No. 1:20-cv-01335

**FIRST AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiff Elena Botts (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant Johns Hopkins University (“Johns Hopkins” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to the allegations specifically pertaining to herself, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a class action lawsuit on behalf of all people who paid tuition and fees for in-person and on-campus undergraduate or graduate programs starting in the Spring 2020 academic semester at Johns Hopkins and who have been forced to bear the full financial responsibility for Defendant’s response to the Novel Coronavirus Disease 2019 (“COVID-19”) pandemic.

2. Though all individuals and institutions feel the impact of the COVID-19 crisis, Defendant has not apportioned the burden in an equitable manner or consistent with its educational obligations. Though it has retained all collected tuition, fees, and related payments since the Spring

2020 semester, it has offered only online classes and limited education services since March 10, 2020.

3. As a result of the closure of Defendant's facilities, Defendant has not delivered the educational services, facilities, access and/or opportunities that Plaintiff and the putative class expected, were promised, contracted for and paid for, but Defendant has nonetheless retained and demanded tuition and fee payments as if it were still offering a full in-person and on-campus educational experience.

4. Defendant itself typically charges far less for online education than in-person education, in recognition of the fact that online classes cannot replicate the full academic opportunities of in-person instruction. Online learning cannot recreate, for example, the access to facilities, materials, and faculty, or the opportunity for collaborative learning and in-person dialogue, feedback, and critique. Such remote learning options simply cannot replace the experiential richness of academic life on a college campus in a major U.S. city and thus do not have the same value as the in-person education for which Plaintiff and putative class members paid.

5. Defendant is not entitled, by either contract or equitable principles, to pass the entire cost of COVID-19-related closures on to students and their families. Rather, Plaintiff and the putative class are entitled to a partial refund of tuition and fees for in-person and on-campus educational services, facilities, access and/or opportunities that Defendant has failed to provide.

6. Through this lawsuit Plaintiff seeks, for herself and class members, Defendant's reimbursement and disgorgement of the prorated portion of tuition and fees, proportionate to the diminished value of online or completely lost classes and amount of time that remained in the Spring Semester 2020 and thereafter when Defendant moved classes online and ceased providing

campus services. Plaintiff seeks a return of these amounts on behalf of herself and the classes as defined below. Plaintiff also seeks compensation for paying for a traditional, on-campus experience but only receiving online classes which the Defendant attempts to pass off as equivalent or similar in kind when they are not.

PARTIES

7. Plaintiff Elena Botts is a citizen of Virginia who currently resides in Maine. Ms. Botts is a graduate student in the School of Advanced International Studies at Johns Hopkins University (“SAIS”).

8. Plaintiff paid approximately \$26,600 in tuition and fees to Defendant for Spring Semester 2020. Plaintiff requested a partial refund of her tuition after her in-person, on-campus classes were cancelled but to date has received no such refund. Plaintiff also paid \$14,490 in tuition and fees for the 2020 Summer Session and paid an additional \$32,886 in tuition and fees for the Fall 2020 Semester.

9. Defendant Johns Hopkins University is a private research university founded in Baltimore, Maryland in 1876. The university has approximately 23,000 students attending the school’s graduate and undergraduate programs and an endowment estimated at \$6.28 billion dollars.

10. Upon information and belief, Defendant is eligible to receive federal stimulus funding under the CARES Act, which provides for approximately \$14 billion for colleges and universities based upon enrollment in order to mitigate the financial impact of the COVID-19 crisis on both institutions and students.

JURISDICTION AND VENUE

11. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class, as defined below, is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

12. This Court has personal jurisdiction over Defendant because Defendant is headquartered in this district, because many of the acts and transactions giving rise to this action occurred in this district, and because Defendant conducts substantial business in this district.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is headquartered in this district.

FACTUAL ALLEGATIONS

Closure of Campus and Suspension of In-Person Education

14. Plaintiff and class members are individuals who paid the cost of tuition and other mandatory fees for undergraduate or graduate programs starting in the Spring 2020 Semester at Johns Hopkins and continuing until the school resumes full in-person education and related educational services on-campus.

15. Johns Hopkins holds itself out through its website, educational and promotional literature, and through in-person activities such as campus tours, as being as an elite residential research university. It boasts an 140 acre main campus in Maryland with multiple lecture halls, science labs, residential facilities, dining facilities, libraries, computer labs, study centers and other educational service facilities, as well as a substantial campus in the District of Columbia.

16. When students apply to become admitted to one of its graduate or undergraduate programs, such students have the expectation that they would have use of the campus and educational facilities.

17. They also have the expectation, assuming they maintain academic eligibility and comply with relevant codes of conduct, of continuing their studies through the attainment of a degree.

18. Johns Hopkins offers admission to well qualified students. The acceptance of such an offer of admission must come with a deposit and a promise to pay the requisite tuition and fees, and it forms a contract.

19. At the time Plaintiff and putative class members paid their deposit and/or requested tuition and fees, they entered into an express or implied contract with Defendant that provided that Plaintiff and members of the class would pay tuition and fees and Defendant would provide live, in-person and on-campus instruction as it had historically provided and access to its physical resources such as libraries and laboratories and other campus facilities.

20. The admissions offer letter Defendant typically provides to incoming students promises a live, in-person education at one of Defendant's actual campuses, not an "online" education at a "virtual" campus: It expressly provides that the student will be "joining a vibrant campus where you will learn alongside intellectually adventurous peers under the guidance of faculty who are experts in their fields We can't wait to see what you will contribute to our campus"

21. Students accept that on-campus, in-person educational offer by providing monies to Defendant in the form of a deposit initially, and tuition and fee payments subsequently, from semester to semester.

22. In 2020 and as recently as September 2020, Defendant’s website, in its frequently asked questions page, expressly promises that incoming students will receive an in-person, on-campus educational experience. “Admitted first year students will receive additional information about their enrollment at Johns Hopkins in April. This will include details about housing, dining, academic advising, registration, Orientation and more.”

23. Thus students and their parents or others paying tuition and fees to Defendant in 2020, as in previous years, have an expectation that the students would have the ability to live on-campus and take advantage of all of the campus has to offer in exchange for the requested tuition and fees.

24. Spring Semester 2020 classes at Johns Hopkins began on or about January 15, 2020, on-campus and in-person as usual, and as expected. The Spring Semester was scheduled to end on May 12, 2020.

25. Plaintiff and class members paid the cost of tuition for the Spring Semester 2020. They also paid other mandatory fees for the 2019/2020 academic year, including Student Service Fee of \$900, Matriculation Fee of \$500, and a UPass/Metro Fee of \$200.

26. Approximate tuition costs for the Spring Semester 2020 were as follows:¹

- Undergraduate: \$ 27,675
- Master of Business Administration Program: \$30,500
- Other Graduate Programs: \$26,150 – 34,860 (depending on program)

¹ The tuition and fees described are exemplary only. Total damage amounts, which may include other fees that are not listed herein but that were not refunded, will be adduced during the course of litigation.

27. On March 11, 2020, Johns Hopkins, through an email to its students, faculty, and staff, announced that because of the global COVID-19 pandemic, all in-person classes for the Spring 2020 semester would be suspended and replaced with online classes by March 23, 2020, and that all students would be required to move out of on-campus housing by March 15, 2020.

28. This announcement effectively breached or terminated the contract Johns Hopkins had with each and every student and tuition provider and other class member, who had paid for the opportunity to participate in academic life on Johns Hopkins on-campus and in-person.

29. Johns Hopkins has not held any in-person class since March 10, 2020, and offered no classes of any kind for a period of time in March 2020.

30. The closure of its campuses has been extended through the end of Spring Semester 2020 and through the Summer 2020 and Fall 2020 semesters, and possibly beyond.

31. Classes that have continued since late March 2020 have only been offered in an online format, with no in-person instruction. Even classes for students with concentrations in areas where in-person instruction is especially crucial (such as music, theatre, and the sciences) have only had access to online education options.

32. On June 30, 2020 Johns Hopkins announced that it would resume in-person classes for the Fall 2020 Semester.

33. Class members made appropriate arrangements based on those representations and other representations on Defendant's website concerning dining, housing and other traditional campus experiences.

34. On or about July 20, 2020 Johns Hopkins abruptly announced that all classes for the SAIS student would be held online for the Fall 2020 Semester and made a similar announcement for undergraduate students on August 6, 2020.

35. As a result of the closure of Defendant's campus and facilities, Defendant has not delivered the educational services, facilities, access and/or opportunities that Plaintiff and the putative classes expected, were promised, contracted for and paid for.

36. Defendant, however, maintains not only that its contract with students remains in full effect but that it is continuing to uphold its side of the agreement. Defendant has therefore refused to properly and proportionally refund tuition and related expenses, purportedly based on its provision of online classes.

37. In so doing, Defendant is attempting to replace the irreplaceable – on-campus life at an elite university – with “virtual learning” via online classes, and is attempting to pass off this substitute educational experience as the same as or just as good as fully participation in the university's academic life.

38. Plaintiff and members of the Class did not choose and pay to attend an online institution of higher learning, but instead chose to attend Defendant's institution and enroll on an in-person basis and have access to the facilities and educational opportunities available on Defendant's campuses.

Inferiority of Online Educational Experience

39. At least one academic study found that “[o]nline courses do less to promote academic success than do in person courses.” The study found that:

- Taking a course online reduced student achievement in that course by .44 points on the traditional four-point grading scale, a full one-third of a standard deviation;
- Specifically, students taking the in-person course earned roughly a B- (2.8 GPA) versus a C (2.4 GPA) for students taking on online version of the same course;
- Taking a course online also reduces future grades by 0.42 points for courses taken in the same subject area in the following semester;

- Taking an online course reduced the probability of the student remaining enrolled a in the university a year later by over ten percentage points.

Eric P. Bettinger *et al.*, *Virtual Classrooms: How Online College Courses Affect Student Success*, AMERICAN ECONOMIC REVIEW, Vol. 107 No, 9, p. 2857.

40. Defendant itself touts the value of its campus life, proclaiming, “Life at Johns Hopkins is about more than earning a degree. Here, you’ll be **a part of enduring university traditions** and have **new experiences that you’ll remember for a lifetime.**” Johns Hopkins University, “Campus Life,” at <https://www.jhu.edu/life/> (May 21, 2020) (emphasis in original).

41. In fact, Defendant *requires* students to be on campus in order be enrolled. According to Defendant’s Student Handbook for SAIS, “Students who are not on campus during the first two weeks of the semester may be required to enrollment to a future term.” The handbook further provides that “Phd pre-dissertation students must be present on campus and working full time towards the fulfillment of the degree.”

42. Defendant also touts its research capabilities, now significantly curtailed by lack of access to laboratories, libraries, and in-person access to faculty:

Researchers at our nine academic divisions and at the university’s Applied Physics Laboratory have made us the nation’s leader in federal research and development funding each year since 1979. Those same researchers mentor our inquisitive students—about two-thirds of our undergrads engage in some form of research during their time here.

Research isn’t just something we do—it’s who we are. Every day, our faculty and students work side by side in a tireless pursuit of discovery, continuing our founding mission to bring knowledge to the world.

Johns Hopkins University, “Research & Faculty,” at <https://www.jhu.edu/research/> (May 21, 2020).

43. Likewise, Defendant describes its various libraries, now largely inaccessible, as “[a] focal point of activity (both studious and social),” “[h]ome to our incredibly helpful librarians (the original search engines), the stacks, and our impressive collection of rare books and manuscripts,” and “the cathedral of books.” Johns Hopkins University, “Libraries,” at <https://www.jhu.edu/research/libraries/> (May 21, 2020).

44. Defendant claims that “Living on campus is an indispensable piece of the Hopkins undergraduate experience.” Johns Hopkins University, “Housing & Dining,” <https://www.jhu.edu/life/housing-dining/> (May 21, 2020).

45. For Plaintiff’s graduate program, Defendant notes the significance of “Experiential Learning,” claiming that “[t]hrough study treks, practicum projects, staff rides, career treks, and internships, you will gain practical, hands-on experience.” Johns Hopkins University School of Advanced International Studies, “Experiential Learning,” at <https://sais.jhu.edu/student-experience/experiential-learning> (May 27, 2020).

46. Defendant’s website for Plaintiff’s graduate program quotes one student on the importance of in-person interactions:

Johns Hopkins SAIS can be best described by our café. When you first walk in you may overhear a group talking about their research in Vietnam, a few more steps and you will meet a classmate returning from Nigeria, and eventually you will get to the policy memo you came to the cate to work on. My degree is not just about coursework, it is also about building my global network.

Johns Hopkins University School of Advanced International Studies, “Student Experience,” at <https://sais.jhu.edu/student-experience> (May 26, 2020).

47. Defendant further touts the benefits of in-person extracurricular activities for Plaintiff’s graduate program as an essential component of a John Hopkins Education: “Through extracurricular activities such as alumni networking event, informal dinners, happy hours and

special programs, you will form lasting professional and social networks.”
<https://sais.jhu.edu/employers/student-activities> (May 26, 2020).

48. Likewise, students at SAIS can no longer meaningfully participate in student clubs, described by Defendant as, “[o]ne of the most exciting aspects of graduate school” for the opportunity to “expand[] your network by meeting classmates with varied interests, career aspirations, and cultures.” <https://sais.jhu.edu/employers/student-activities> (May 21, 2020).

49. Defendant also trumpets the value of its on-campus library: “Mason Library provides services, collections, and technologies that support the Johns Hopkins SAIS community. From one-on-one consultations with librarians to spaces for academic collaboration, the library is a hub of activity for students.” Johns Hopkins University School of Advanced International Studies, “Our Libraries,” at <https://sais.jhu.edu/faculty-research/our-libraries> (May 27, 2020).

50. Additionally, many of the “online classes” now offered by Defendant are not even “live” virtual instruction, but instead are merely recorded lectures for students to watch at their leisure. These recorded classes obviously offer no ability for real-time student participation or feedback. Despite this limitation, students have been informed that a portion of their grades will still be based on their “class participation.”

51. The online learning options Defendant currently offers, though consistent with safety measures, thus simply cannot provide the academic experiences Defendant itself touts as its signatures.

Lower Tuition for Online Education

52. For all of the reasons Johns Hopkins highlights, in-person education is worth more than online education.

- Accordingly, the tuition and fees for in-person instruction at Johns Hopkins are higher than tuition and fees for its own online classes and for other

online institutions because such costs cover not just the academic instruction, but encompass an entirely different experience which includes but is not limited to:

- Face to face interaction with professors, mentors, and peers;
- Access to facilities such as libraries, laboratories, computer labs, and study rooms;
- Student governance and student unions;
- Extra-curricular activities, groups, intramural sports, etc.;
- Student art, cultures, and other activities;
- Social development and independence;
- Hands on learning and experimentation;
- Networking and mentorship opportunities.

53. The fact that Johns Hopkins students paid a higher price for an in-person education than they would have paid for an online education is illustrated clearly by the vast price difference in Johns Hopkins's in-person, on-campus programs versus Johns Hopkins's own online learning program.

54. Defendant's MBA program, for example, charges \$62,500 for tuition for one year of its two-year in-person program, but charges only \$41,175 for the equivalent credits for its online program. Johns Hopkins University Carey Business School, "Tuition and fees," at <https://carey.jhu.edu/programs/admissions/how-to-apply/tuition-fees> (May 27, 2020).

55. Moreover, Defendant implicitly admitted that students were harmed by the switch to "online learning" when it announced a limited 10% reduction in undergraduate tuition for the Fall 2020 Semester. <https://covidinfo.jhu.edu/information-for-undergraduate-students/>

56. That tuition reduction did not come close to adequately compensating undergraduate students for the loss of in-person learning, but even that meager tuition reduction

was not provided to Defendant's graduate students, who make up approximately 75% of Defendant's students.

57. Instead, Defendant offered a \$1,000 "Covid-19 Hardship Tuition Credit" for SAIS students the 2020-2021 academic year on August 13, 2020, which amounted to less than a 2% reduction in tuition for those students and, again, does not come close to adequately compensating students for the switch to online learning.

58. Indeed, SAIS actually *increased* tuition by 3% for the 2020-21 academic year.

59. Nonetheless, Defendant insists that "the University and SAIS remain open for business, with faculty and staff reporting for work, as normal" and that it aims to proceed "without compromising the academic experience or our administrative operations" despite the demonstrably inferior online experience.

60. Most students do not have the option of transferring or pausing their education to wait for the resumption of in-person classes, whether based on Defendant's matriculation requirements, financial burden, or other academic or personal necessity, and were, therefore, compelled to pay full tuition for inferior education in the Summer, Fall, and any subsequent semesters if they wished to avoid the prejudice associated with an interrupted or terminated education.

Damages

61. Through this lawsuit, Plaintiff seeks, for herself and class members, Defendant's reimbursement, return, and disgorgement of the pro-rated portion of tuition and fees, proportionate to the amount of time that remained in the Spring Semester 2020 when classes moved online and campus services ceased being provided, accounting for the diminished value of online learning. Plaintiff seeks return of these amounts on behalf of herself and the Class as defined below.

62. Plaintiff further seeks, for herself and class members, Defendant's reimbursement, return, and disgorgement of the tuition and fees paid for subsequent semesters, over and above the value of online learning.

63. Plaintiff also seeks damages relating to Defendant's passing off an online, "virtual" college experience as similar in kind to full immersion in the academic life of a college campus.

CLASS ALLEGATIONS

64. This action is brought, and may properly be maintained as, a class action pursuant to FED R. CIV. P. 23(b)(3) on behalf of the following classes:

a): *Spring 2020 Semester Class*

Plaintiff seeks to represent a class defined as all people who paid Johns Hopkins Spring Semester 2020 tuition and/or fees for in-person educational services that Johns Hopkins did not provide, and whose tuition and fees have not been refunded (the "Spring 2020 Semester Class"). Specifically excluded from the Spring 2020 Semester Class are Defendant, Defendant's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

b): *Summer 2020 Semester Class*

Plaintiff seeks to represent a class defined as all people who paid Johns Hopkins Summer 2020 tuition and/or fees for in-person educational services that Johns Hopkins did not provide, and whose tuition and fees have not been refunded (the "Summer 2020 Semester Class"). Specifically excluded from the Summer 2020 Semester Class are Defendant, Defendant's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

c): *Fall 2020 Semester and Beyond Class*

Plaintiff seeks to represent a class defined as all people who paid Johns Hopkins Fall Semester 2020 and/or any subsequent semester tuition and/or fees for in-person educational services that Johns Hopkins did not provide, and whose tuition and fees have not been refunded (the “Fall 2020 Semester Class”). Specifically excluded from the Fall 2020 Semester Class are Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers and/or directors, the judge assigned to this action, and any member of the judge’s immediate family.

65. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the class may be expanded or narrowed by amendment or amended complaint.

66. **Numerosity.** The members of the classes are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiff reasonably estimates that there are thousands of members in the classes. Although the precise number of class members is unknown to Plaintiff at this time, the true number of class members is known by Defendant and may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant and third-party retailers and vendors.

67. **Existence and predominance of common questions of law and fact.** Common questions of law and fact exist as to all members of the classes and predominate over any questions affecting only individual class members. These common legal and factual questions include, but are not limited to, the following:

- (a) whether Defendant accepted money from class members in exchange for the promise to provide in-person, on-campus educational services;

- (b) whether Defendant has provided the services for which class members contracted;
- (c) whether Defendant violated the Maryland Consumer Protection Act (“MCPA”);
- (d) whether class members are entitled to a refund for that portion of the tuition and fees that was contracted for services that Defendant did not provide;
- (d) whether Defendant is liable to Plaintiff and the class for unjust enrichment.

68. **Typicality.** Plaintiff’s claims are typical of the claims of the other members of the classes in that, among other things, all class members were similarly situated and were comparably injured through Defendant’s wrongful conduct as set forth herein. Further, there are no defenses available to Defendant that are unique to Plaintiff.

69. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the classes. Plaintiff has retained counsel that is highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the classes. Furthermore, Plaintiff has no interests that are antagonistic to those of the classes.

70. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the classes on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single

proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

71. In the alternative, the classes may also be certified because:

(a) the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the Defendant;

(b) the prosecution of separate actions by individual class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Defendant has acted or refused to act on grounds generally applicable to the classes, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the classes.

COUNT I

Breach Of Contract (On behalf of Plaintiff and each of the Classes)

72. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

73. Plaintiff brings this claim individually and on behalf of the members of the classes against Defendant.

74. Through the admission offer and acceptance through payment of tuition and fees, Plaintiff and each member of the classes entered into a binding contract with Defendant.

75. As part of the contract as conveyed to students through the admission offer and numerous other materials sent to them, and in exchange for the aforementioned consideration,

Defendant promised to provide in-person, on-campus education services, including in-person instruction and access to on campus resources, for the full duration of Spring Semester 2020 through the present and beyond.

76. Plaintiff and class members fulfilled their end of the bargain when they paid monies due for Spring Semester 2020 tuition and for the following semesters.

77. Defendant has failed to provide the contracted-for services and has otherwise not performed under the contract as set forth above but has retained monies paid by Plaintiff and the classes for their Spring Semester 2020 tuition and fees and for fees paid for all following semesters where students failed to receive an in-person education for at least part of the semester.

78. Plaintiff and members of the classes have suffered damage as a direct and proximate result of Defendant's breach, including but not limited to deprivation of the education, experience, and services that they were promised and for which they have already paid.

79. As a direct and proximate result of Defendant's breach, Plaintiff and the classes are entitled to damages, to be decided by the trier of fact in this action, to include but not be limited to reimbursement of certain tuition, fees, and other expenses that were collected by Defendant for services that Defendant has failed to deliver.

COUNT II

Unjust Enrichment (On behalf of Plaintiff and the Classes)

80. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

81. Plaintiff brings this claim individually and on behalf of the members of the classes against Defendant, and in the alternative to Count I.

82. Plaintiff and members of the classes conferred a benefit on Defendant in the form of monies paid for tuition for Spring Semester 2020 and following semesters in exchange for certain service and promises. Tuition and fees for Spring Semester 2020 and following semesters were intended to cover in-person educational services, not a virtual campus and online course.

83. Defendant voluntarily accepted and retained this benefit by accepting payment, and the saving of not operating certain campus facilities and programs.

84. Defendant has retained this benefit, even though it ceased providing the full education, experience, and services for which the tuition and fees were collected.

85. The online education services Defendant substituted for the in-person education for which Plaintiff and class members paid has a substantially lesser value, but Defendant has nonetheless retained full payment.

86. It would be unjust and inequitable for Defendant to retain benefits in excess of the services it provided, and Defendant should be required to disgorge any tuition and fees that exceed the value of online education from March 16, 2020 through the remaining sessions and semesters where Defendant failed to provide a live in-person, on-campus academic experience.

COUNT III

**Maryland Consumer Protection Act (“MCPA”)
Md. Code Ann., Comm. Law §§ 13-101 *et seq.*
(On behalf of Plaintiff and the Classes)**

87. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

88. Plaintiff and class members purchased education services from Defendant and are “consumers” as defined by Md. Code Ann., Comm. Law § 13-101(c).

89. Education services are services used primarily for personal, family, or household purposes and are therefore “consumer services” as defined by Md. Code Ann., Comm. Law § 13-101(d).

90. Defendant violated Md. Code Ann., Comm. Law §§ 13-301(1), (2)(i), and (2)(iv) by falsely representing and passing off to Plaintiff and class members that online education has the same value as in-person education.

91. Defendant intended that Plaintiff and class members rely on its implicit misrepresentation, through its failure to adjust tuition, and explicit misrepresentations, as to the quality of its online classes as a substitute for in-person education, in violation of Md. Code Ann., Comm. Law § 13-301(9)(i).

92. Defendant’s representations as to the quality and value of their online classes as a comparable substitute for in-person education have the tendency to mislead.

93. Plaintiffs and class members are, accordingly, entitled to actual damages, costs, and attorney’s fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- (a) For an order certifying the classes under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the classes and Plaintiff’s attorneys as Class Counsel to represent the classes;
- (b) For an order finding in favor of Plaintiff and the classes on all counts asserted herein;
- (c) For actual, compensatory, and punitive damages in amounts to be determined by the Court and/or jury;
- (d) For prejudgment interest on all amounts awarded;

- (e) For an order of restitution and all other forms of equitable monetary relief, including disgorgement;
- (f) For injunctive relief as pleaded or as the Court may deem proper; and
- (g) For an order awarding Plaintiff and the classes reasonable attorneys' fees and expenses and costs of suit.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: September 9, 2020

Respectfully submitted,

/s/ Courtney L. Weiner

Courtney L. Weiner (#19463)
Law Office of Courtney Weiner PLLC
1629 K Street NW, Suite 300
Washington, DC 20006
PH: 202-827-9980
cw@courtneyweinerlaw.com

FRANCIS MAILMAN SOUMILAS, P.C.
James A. Francis (*pro hac vice*)
John Soumilas (*pro hac vice*)
Edward H. Skipton (*pro hac vice forthcoming*)
1600 Market Street, Suite 2510
Philadelphia, PA 19103
Telephone: (215) 735-8600
Facsimile: (215) 940-8000
Email: jfrancis@consumerlawfirm.com
Email: jsoumilas@consumerlawfirm.com
Email: eskipton@consumerlawfirm.com

Kevin Mallon (*pro hac vice*)
Mallon Consumer Law Group, PLLC
One Liberty Plaza, Suite 2301
New York, NY 10006
(646) 759-3663
E-mail: consumer.esq@outlook.com

Certificate of Service

I certify that on this 10th day of September, 2020, I caused a copy of the foregoing First Amended Complaint to be served on all counsel of record via CM/ECF.

/s/ Courtney L. Weiner

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

ELENA BOTTS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

JOHNS HOPKINS UNIVERSITY,

Defendant.

Civil Action No. 1:20-cv-01335

**FIRST AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiff Elena Botts (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant Johns Hopkins University (“Johns Hopkins” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to the allegations specifically pertaining to herself, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a class action lawsuit on behalf of all people who paid tuition and fees for in-person and on-campus undergraduate or graduate programs starting in the Spring 2020 academic semester at Johns Hopkins, and who have been forced to bear the full financial responsibility for Defendant’s response to the Novel Coronavirus Disease 2019 (“COVID-19”) pandemic.

2. Though all individuals and institutions feel the impact of the COVID-19 crisis, Defendant has not apportioned the burden in an equitable manner or consistent with its educational obligations. Though it has retained all collected tuition, fees, and related payments since the Spring

Style Definition: Normal: Font: 12 pt, Space After: 8 pt, Line spacing: Multiple 1.08 li, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Normal (Web): Line spacing: Multiple 1.08 li

Style Definition: m_6864530138039876535paragraph: Line spacing: Multiple 1.08 li

Formatted: Indent: Left: 1.7", First line: 0", Right: 1.7", Space Before: 0 pt, After: 0 pt, Line spacing: single

Formatted: Different first page header

Deleted: ¶

Formatted: Space Before: 12 pt, After: 12 pt

Formatted Table

Formatted: Font color: Auto

Deleted: ¶

Formatted: Indent: Left: 0.1", Right: 0.1", Space Before: 0 pt, After: 12 pt, Line spacing: single

Deleted: 1335

Deleted: 2130 Glencourse Ln.
Reston, VA 20191 ¶

Formatted: Space Before: 0 pt, After: 12 pt

Deleted: ¶

Deleted: ¶

Formatted: Space After: 18 pt

Deleted: ¶
THE

Formatted: Space After: 12 pt

Deleted: 3400 N. Charles St.¶
Baltimore, MD 21218¶

Formatted: Indent: Left: 0", Right: 0", Space After: 0 pt

Formatted

... [1]

Deleted: ¶

Deleted: full

Deleted: for

Deleted: ,

Deleted: , without the benefit of the education for whi... [2]

Deleted: for

2020 semester, it has offered only online classes and limited education services since March 10, 2020.

3. As a result of the closure of Defendant's facilities, Defendant has not delivered* the educational services, facilities, access and/or opportunities that Plaintiff and the putative class expected, were promised, contracted for and paid for, but Defendant has nonetheless retained and demanded tuition and fee payments as if it were still offering a full in-person and on-campus educational experience.

4. Defendant itself typically charges far less for online education than in-person education, in recognition of the fact that online classes cannot replicate the full academic opportunities of in-person instruction. Online learning cannot recreate, for example, the access to facilities, materials, and faculty, or the opportunity for collaborative learning and in-person dialogue, feedback, and critique. Such remote learning options simply cannot replace the experiential richness of academic life on a college campus in a major U.S. city and thus do not have the same value as the in-person education for which Plaintiff and putative class members paid.

5. Defendant is not entitled, by either contract or equitable principles, to pass the entire cost of COVID-19-related closures on to students and their families. Rather, Plaintiff and the putative class are entitled to a partial refund of tuition and fees for in-person and on-campus educational services, facilities, access and/or opportunities that Defendant has failed to provide.

6. Through this lawsuit Plaintiff seeks, for herself and class members, Defendant's* reimbursement and disgorgement of the prorated portion of tuition and fees, proportionate to the diminished value of online or completely lost classes and amount of time that remained in the Spring Semester 2020 and thereafter when Defendant moved classes online and ceased providing

Deleted:

Deleted: <#>-----Section Break (Next Page)-----

Formatted: Indent: Left: 0", Right: 0", Space After: 0 pt

Deleted: <#>full

Deleted:

Deleted: not provided.

Formatted: Right: 0", Space After: 0 pt

Deleted: Class

Deleted: <object>¶

campus services. Plaintiff seeks a return of these amounts on behalf of herself and the classes as defined below. Plaintiff also seeks compensation for paying for a traditional, on-campus experience but only receiving online classes which the Defendant attempts to pass off as equivalent or similar in kind when they are not.

Deleted: Class

PARTIES

7. Plaintiff Elena Botts is a citizen of Virginia who currently resides in Maine. Ms. Botts is a graduate student in the School of Advanced International Studies at Johns Hopkins University (“SAIS”).

Formatted: Indent: Left: 0.6", Right: 0.6", Space After: 0 pt, Line spacing: Double, Keep with next

Deleted: ¶

8. Plaintiff paid approximately \$26,600 in tuition and fees to Defendant for Spring Semester 2020. Plaintiff requested a partial refund of her tuition after her in-person, on-campus classes were cancelled but to date has received no such refund. Plaintiff also paid \$14,490 in tuition and fees for the 2020 Summer Session and paid an additional \$32,886 in tuition and fees for the Fall 2020 Semester.

9. Defendant Johns Hopkins University is a private research university founded in Baltimore, Maryland in 1876. The university has approximately 23,000 students attending the school’s graduate and undergraduate programs and an endowment estimated at \$6.28 billion dollars.

Formatted: Indent: Left: 0", Right: 0", Space After: 0 pt

10. Upon information and belief, Defendant is eligible to receive federal stimulus funding under the CARES Act, which provides for approximately \$14 billion for colleges and universities based upon enrollment in order to mitigate the financial impact of the COVID-19 crisis on both institutions and students.

Deleted: Defendants are

Deleted: <object>¶

JURISDICTION AND VENUE

11. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A),
as modified by the Class Action Fairness Act of 2005, because at least one member of the Class,
as defined below, is a citizen of a different state than Defendant, there are more than 100 members
of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest
and costs.

12. This Court has personal jurisdiction over Defendant because Defendant is
headquartered in this district, because many of the acts and transactions giving rise to this action
occurred in this district, and because Defendant conducts substantial business in this district.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is
headquartered in this district.

FACTUAL ALLEGATIONS

Closure of Campus and Suspension of In-Person Education

14. Plaintiff and class members are individuals who paid the cost of tuition and other
mandatory fees for undergraduate or graduate programs starting in the Spring 2020 Semester at
Johns Hopkins and continuing until the school resumes full in-person education and related
educational services on-campus.

15. Johns Hopkins holds itself out through its website, educational and promotional
literature, and through in-person activities such as campus tours, as being an elite residential
research university. It boasts an 140 acre main campus in Maryland with multiple lecture halls,
science labs, residential facilities, dining facilities, libraries, computer labs, study centers and other
educational service facilities, as well as a substantial campus in the District of Columbia.

Formatted: Indent: Left: 0.7", Right: 0.7", Space After: 0 pt, Line spacing: Double, Keep with next
Deleted: ¶

Formatted: Indent: Left: 0", Right: 0", Space After: 0 pt

Formatted: Indent: Left: 0.6", Right: 0.6", Space After: 0 pt, Line spacing: Double, Keep with next
Deleted: ¶

Deleted:

Formatted: Right: 0", Space Before: 0 pt, Keep with next

Formatted: Indent: Left: 0", Right: 0", Space Before: 0 pt, After: 0 pt

Deleted: Class

Deleted: for

Deleted: .

Deleted: <object>¶

16. When students apply to become admitted to one of its graduate or undergraduate programs, such students have the expectation that they would have use of the campus and educational facilities.

17. They also have the expectation, assuming they maintain academic eligibility and comply with relevant codes of conduct, of continuing their studies through the attainment of a degree.

18. Johns Hopkins offers admission to well qualified students. The acceptance of such an offer of admission must come with a deposit and a promise to pay the requisite tuition and fees, and it forms a contract.

19. At the time Plaintiff and putative class members paid their deposit and/or requested tuition and fees, they entered into an express or implied contract with Defendant that provided that Plaintiff and members of the class would pay tuition and fees and Defendant would provide live, in-person and on-campus instruction as it had historically provided and access to its physical resources such as libraries and laboratories, and other campus facilities.

20. The admissions offer letter Defendant typically provides to incoming students promises a live, in-person education at one of Defendant's actual campuses, not an "online" education at a "virtual" campus: It expressly provides that the student will be "joining a vibrant campus where you will learn alongside intellectually adventurous peers under the guidance of faculty who are experts in their fields We can't wait to see what you will contribute to our campus"

21. Students accept that on-campus, in-person educational offer by providing monies to Defendant in the form of a deposit initially, and tuition and fee payments subsequently, from semester to semester.

Deleted: a

Deleted:
Class

Deleted: the University

Deleted: .

Deleted: <object>¶

22. In 2020 and as recently as September 2020, Defendant’s website, in its frequently asked questions page, expressly promises that incoming students will receive an in-person, on-campus educational experience. “Admitted first year students will receive additional information about their enrollment at Johns Hopkins in April. This will include details about housing, dining, academic advising, registration, Orientation and more.”

23. Thus students and their parents or others paying tuition and fees to Defendant in 2020, as in previous years, have an expectation that the students would have the ability to live on-campus and take advantage of all of the campus has to offer in exchange for the requested tuition and fees.

24. Spring Semester 2020 classes at Johns Hopkins began on or about January 15, 2020, on-campus and in-person as usual, and as expected. The Spring Semester was scheduled to end on May 12, 2020.

25. Plaintiff and class members paid the cost of tuition for the Spring Semester 2020. They also paid other mandatory fees for the 2019/2020 academic year, including Student Service Fee of \$900, Matriculation Fee of \$500, and a UPass/Metro Fee of \$200.

26. Approximate tuition costs for the Spring Semester 2020 were as follows:¹

- Undergraduate: \$ 27,675
- Master of Business Administration Program: \$30,500
- Other Graduate Programs: \$26,150 – 34,860 (depending on program)

¹ The tuition and fees described are exemplary only. Total damage amounts, which may include other fees that are not listed herein but that were not refunded, will be adduced during the course of litigation.

Formatted: Indent: Left: 0", Right: 0", Space Before: 0 pt, After: 0 pt

Deleted: ¶

Deleted: ¶

Deleted: Class

Deleted: ¶

Deleted: at Johns Hopkins

Deleted: are

Deleted: ¶

Formatted: Space Before: 0 pt, After: 12 pt, Line spacing: single

Formatted: Space After: 6 pt

Deleted: <object>¶

27. On March 11, 2020, Johns Hopkins, through an email to its students, faculty, and staff, announced that because of the global COVID-19 pandemic, all in-person classes for the Spring 2020 semester would be suspended and replaced with online classes by March 23, 2020, and that all students would be required to move out of on-campus housing by March 15, 2020.

Formatted: Indent: Left: 0", Space Before: 0 pt, After: 0 pt

28. This announcement effectively breached or terminated the contract Johns Hopkins had with each and every student and tuition provider and other class member, who had paid for the opportunity to participate in academic life on Johns Hopkins on-campus and in-person.

Deleted: , though necessitated by circumstances,

Deleted: Hopkins's

29. Johns Hopkins has not held any in-person class since March 10, 2020, and offered no classes of any kind for a period of time in March 2020.

Deleted: .

30. The closure of its campuses has been extended through the end of Spring Semester 2020 and through the Summer 2020 and Fall 2020 semesters, and possibly beyond.

Deleted: semester.

31. Classes that have continued since late March 2020 have only been offered in an online format, with no in-person instruction. Even classes for students with concentrations in areas where in-person instruction is especially crucial (such as music, theatre, and the sciences) have only had access to online education options.

Formatted: Indent: Left: 0", Space Before: 0 pt, After: 0 pt

32. On June 30, 2020 Johns Hopkins announced that it would resume in-person classes for the Fall 2020 Semester.

33. Class members made appropriate arrangements based on those representations and other representations on Defendant's website concerning dinning, housing and other traditional campus experiences.

34. On or about July 20, 2020 Johns Hopkins abruptly announced that all classes for the SAIS student would be held online for the Fall 2020 Semester and made a similar announcement for undergraduate students on August 6, 2020.

Deleted: <object>¶

35. As a result of the closure of Defendant's campus and facilities, Defendant has not delivered the educational services, facilities, access and/or opportunities that Plaintiff and the putative classes expected, were promised, contracted for and paid for.

Formatted: Indent: Left: 0", Space After: 0 pt

Deleted: class

36. Defendant, however, maintains not only that its contract with students remains in full effect but that it is continuing to uphold its side of the agreement. Defendant has therefore refused to properly and proportionally refund tuition and related expenses, purportedly based on its provision of online classes.

37. In so doing, Defendant is attempting to replace the irreplaceable – on-campus life at an elite university – with “virtual learning” via online classes, and is attempting to pass off this substitute educational experience as the same as or just as good as fully participation in the university's academic life.

38. Plaintiff and members of the Class did not choose and pay to attend an online institution of higher learning, but instead chose to attend Defendant's institution and enroll on an in-person basis and have access to the facilities and educational opportunities available on Defendant's campuses.

Deleted: .

Inferiority of Online Educational Experience

Formatted: Indent: Left: 0", Space After: 0 pt, Keep with next

39. At least one academic study found that “[o]nline courses do less to promote academic success than do in person courses.” The study found that:

Formatted: Indent: Left: 0", Space After: 0 pt

- Taking a course online reduced student achievement in that course by .44 points on the traditional four-point grading scale, a full one-third of a standard deviation;
- Specifically, students taking the in-person course earned roughly a B- (2.8 GPA) versus a C (2.4 GPA) for students taking on online version of the same course;
- Taking a course online also reduces future grades by 0.42 points for courses taken in the same subject area in the following semester;

Formatted: Indent: Left: 1", Hanging: 0.5", Space After: 12 pt, Line spacing: single, Tab stops: 1.5", Left + Not at 1.08" + 1.08"

Deleted:

Deleted:

Deleted:

Deleted: <object>¶

- Taking an online course reduced the probability of the student remaining enrolled a in the university a year later by over ten percentage points.

Deleted:

Eric P. Bettinger *et al.*, *Virtual Classrooms: How Online College Courses Affect Student Success*, AMERICAN ECONOMIC REVIEW, Vol. 107 No, 9, p. 2857.

40. Defendant itself touts the value of its campus life, proclaiming, “Life at Johns Hopkins is about more than earning a degree. Here, you’ll be a part of enduring university traditions and have new experiences that you’ll remember for a lifetime.” Johns Hopkins University, “Campus Life,” at <https://www.jhu.edu/life/> (May 21, 2020) (emphasis in original).

Formatted: Indent: Left: 0", Space After: 0 pt

41. In fact, Defendant *requires* students to be on campus in order be enrolled. According to Defendant’s Student Handbook for SAIS, “Students who are not on campus during the first two weeks of the semester may be required to enrollment to a future term.” The handbook further provides that “Phd pre-dissertation students must be present on campus and working full time towards the fulfillment of the degree.”

42. Defendant also touts its research capabilities, now significantly curtailed by lack of access to laboratories, libraries, and in-person access to faculty:

Formatted: Indent: Left: 0", Space After: 0 pt

Researchers at our nine academic divisions and at the university’s Applied Physics Laboratory have made us the nation’s leader in federal research and development funding each year since 1979. Those same researchers mentor our inquisitive students—about two-thirds of our undergrads engage in some form of research during their time here.

Formatted: Justified, Indent: Left: 0.75", Right: 0.75", Space Before: 0 pt, After: 12 pt

Research isn’t just something we do—it’s who we are. Every day, our faculty and students work side by side in a tireless pursuit of discovery, continuing our founding mission to bring knowledge to the world.

Johns Hopkins University, “Research & Faculty,” at <https://www.jhu.edu/research/> (May 21, 2020).

Deleted: ¶

Deleted: <object>¶

43. Likewise, Defendant describes its various libraries, now largely inaccessible, as “[a] focal point of activity (both studious and social),” “[h]ome to our incredibly helpful librarians (the original search engines), the stacks, and our impressive collection of rare books and manuscripts,” and “the cathedral of books.” Johns Hopkins University, “Libraries,” at <https://www.jhu.edu/research/libraries/> (May 21, 2020).

Formatted: Indent: Left: 0", Space After: 0 pt

44. Defendant claims that “Living on campus is an indispensable piece of the Hopkins undergraduate experience.” Johns Hopkins University, “Housing & Dining,” <https://www.jhu.edu/life/housing-dining/> (May 21, 2020).

45. For Plaintiff’s graduate program, Defendant notes the significance of “Experiential Learning,” claiming that “[t]hrough study treks, practicum projects, staff rides, career treks, and internships, you will gain practical, hands-on experience.” Johns Hopkins University School of Advanced International Studies, “Experiential Learning,” at <https://sais.jhu.edu/student-experience/experiential-learning> (May 27, 2020).

Formatted: Font color: Text 1

46. Defendant’s website for Plaintiff’s graduate program quotes one student on the importance of in-person interactions:

Johns Hopkins SAIS can be best described by our café. When you first walk in you may overhear a group talking about their research in Vietnam, a few more steps and you will meet a classmate returning from Nigeria, and eventually you will get to the policy memo you came to the cate to work on. My degree is not just about coursework, it is also about building my global network.

Formatted: Justified, Indent: Left: 0.75", First line: 0", Right: 0.75", Space After: 12 pt

Johns Hopkins University School of Advanced International Studies, “Student Experience,” at <https://sais.jhu.edu/student-experience> (May 26, 2020).

Deleted: ¶

47. Defendant further touts the benefits of in-person extracurricular activities for Plaintiff’s graduate program as an essential component of a John Hopkins Education: “Through extracurricular activities such as alumni networking event, informal dinners, happy hours and

Deleted: ¶

Formatted: Indent: Left: 0", Space After: 0 pt

Deleted: <object>¶

special programs, you will form lasting professional and social networks.”
<https://sais.jhu.edu/employers/student-activities> (May 26, 2020).

48. Likewise, students at SAIS can no longer meaningfully participate in student clubs, described by Defendant as, “[o]ne of the most exciting aspects of graduate school” for the opportunity to “expand[] your network by meeting classmates with varied interests, career aspirations, and cultures.” <https://sais.jhu.edu/employers/student-activities> (May 21, 2020).

49. Defendant also trumpets the value of its on-campus library: “Mason Library provides services, collections, and technologies that support the Johns Hopkins SAIS community. From one-on-one consultations with librarians to spaces for academic collaboration, the library is a hub of activity for students.” Johns Hopkins University School of Advanced International Studies, “Our Libraries,” at <https://sais.jhu.edu/faculty-research/our-libraries> (May 27, 2020).

50. Additionally, many of the “online classes” now offered by Defendant are not even “live” virtual instruction, but instead are merely recorded lectures for students to watch at their leisure. These recorded classes obviously offer no ability for real-time student participation or feedback. Despite this limitation, students have been informed that a portion of their grades will still be based on their “class participation.”

51. The online learning options Defendant currently offers, though consistent with safety measures, thus simply cannot provide the academic experiences Defendant itself touts as its signatures.

Lower Tuition for Online Education

52. For all of the reasons Johns Hopkins highlights, in-person education is worth more than online education.

- Accordingly, the tuition and fees for in-person instruction at Johns Hopkins are higher than tuition and fees for its own online classes and for other

Formatted: Indent: Left: 0", Space After: 0 pt, Keep with next

Formatted: Indent: Left: 0", Space After: 0 pt

Formatted: Indent: Left: 1", Hanging: 0.5", Space After: 12 pt, Line spacing: single, Tab stops: 1.5", Left + 1.62", Left + 1.63", Left + Not at 1.08" + 1.08"

Deleted: <object>[]

online institutions because such costs cover not just the academic instruction, but encompass an entirely different experience which includes but is not limited to:

- Face to face interaction with professors, mentors, and peers;
- Access to facilities such as libraries, laboratories, computer labs, and study rooms;
- Student governance and student unions;
- Extra-curricular activities, groups, intramural sports, etc.;
- Student art, cultures, and other activities;
- Social development and independence;
- Hands on learning and experimentation;
- Networking and mentorship opportunities.

Deleted: ¶

Deleted: ¶

Deleted: ¶

Deleted: ¶

Deleted: ¶

Deleted: ¶

Deleted: ¶

53. The fact that Johns Hopkins students paid a higher price for an in-person education*

Deleted: ¶

than they would have paid for an online education is illustrated clearly by the vast price difference in Johns Hopkins's in-person, on-campus programs versus Johns Hopkins's own online learning program.

Formatted: Indent: Left: 0", Space After: 0 pt

54. Defendant's MBA program, for example, charges \$62,500 for tuition for one year of its two-year in-person program, but charges only \$41,175 for the equivalent credits for its online

Deleted:

program. Johns Hopkins University Carey Business School, "Tuition and fees," at <https://carey.jhu.edu/programs/admissions/how-to-apply/tuition-fees> (May 27, 2020).

Deleted:

55. Moreover, Defendant implicitly admitted that students were harmed by the switch to "online learning" when it announced a limited 10% reduction in undergraduate tuition for the Fall 2020 Semester. <https://covidinfo.jhu.edu/information-for-undergraduate-students/>

56. That tuition reduction did not come close to adequately compensating undergraduate students for the loss of in-person learning, but even that meager tuition reduction

Deleted: <object>¶

was not provided to Defendant's graduate students, who make up approximately 75% of Defendant's students.

57. Instead, Defendant offered a \$1,000 "Covid-19 Hardship Tuition Credit" for SAIS students the 2020-2021 academic year on August 13, 2020, which amounted to less than a 2% reduction in tuition for those students and, again, does not come close to adequately compensating students for the switch to online learning.

58. Indeed, SAIS actually *increased* tuition by 3% for the 2020-21 academic year.

59. Nonetheless, Defendant insists that "the University and SAIS remain open for business, with faculty and staff reporting for work, as normal" and that it aims to proceed "without compromising the academic experience or our administrative operations" despite the demonstrably inferior online experience.

60. Most students do not have the option of transferring or pausing their education to wait for the resumption of in-person classes, whether based on Defendant's matriculation requirements, financial burden, or other academic or personal necessity, and were, therefore, compelled to pay full tuition for inferior education in the Summer, Fall, and any subsequent semesters if they wished to avoid the prejudice associated with an interrupted or terminated education.

Damages

61. Through this lawsuit, Plaintiff seeks, for herself and class members, Defendant's reimbursement, return, and disgorgement of the pro-rated portion of tuition and fees, proportionate to the amount of time that remained in the Spring Semester 2020 when classes moved online and campus services ceased being provided, accounting for the diminished value of online learning. Plaintiff seeks return of these amounts on behalf of herself and the Class as defined below.

Formatted: Indent: Left: 0", Keep with next

Deleted: Class

Formatted: Justified, Indent: Left: 0", First line: 0.42", Space After: 0 pt

Deleted: <object>¶

62. Plaintiff further seeks, for herself and class members, Defendant’s reimbursement, return, and disgorgement of the tuition and fees paid for subsequent semesters, over and above the value of online learning.

63. Plaintiff also seeks damages relating to Defendant’s passing off an online, “virtual” college experience as similar in kind to full immersion in the academic life of a college campus.

CLASS ALLEGATIONS

64. This action is brought, and may properly be maintained as, a class action pursuant to FED R. CIV. P. 23(b)(3) on behalf of the following classes:

a): *Spring 2020 Semester Class*

Plaintiff seeks to represent a class defined as all people who paid Johns Hopkins Spring Semester 2020 tuition and/or fees for in-person educational services that Johns Hopkins did not provide, and whose tuition and fees have not been refunded (the “Spring 2020 Semester Class”). Specifically excluded from the Spring 2020 Semester Class are Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers and/or directors, the judge assigned to this action, and any member of the judge’s immediate family.

b): *Summer 2020 Semester Class*

Plaintiff seeks to represent a class defined as all people who paid Johns Hopkins Summer 2020 tuition and/or fees for in-person educational services that Johns Hopkins did not provide, and whose tuition and fees have not been refunded (the “Summer 2020 Semester Class”). Specifically excluded from the Summer 2020 Semester Class are Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers and/or directors, the judge assigned to this action, and any member of the judge’s immediate family.

Formatted: Justified, Indent: Left: 0", First line: 0.42", Space After: 0 pt

Deleted: ¶

Formatted: Indent: Left: 0.75", Right: 0.75", Space Before: 0 pt, After: 12 pt, Line spacing: single, No bullets or numbering

Deleted: <object>¶

c): Fall 2020 Semester and Beyond Class

Plaintiff seeks to represent a class defined as all people who paid Johns Hopkins Fall Semester 2020 and/or any subsequent semester tuition and/or fees for in-person educational services that Johns Hopkins did not provide, and whose tuition and fees have not been refunded (the "Fall 2020 Semester Class"). Specifically excluded from the Fall 2020 Semester Class are Defendant, Defendant's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

65. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the class may be expanded or narrowed by amendment or amended complaint.

66. **Numerosity.** The members of the classes are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiff reasonably estimates that there are thousands of members in the classes. Although the precise number of class members is unknown to Plaintiff at this time, the true number of class members is known by Defendant and may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant and third-party retailers and vendors.

67. **Existence and predominance of common questions of law and fact.** Common questions of law and fact exist as to all members of the classes and predominate over any questions affecting only individual class members. These common legal and factual questions include, but are not limited to, the following:

- (a) whether Defendant accepted money from class members in exchange for the promise to provide in-person, on-campus educational services;

Formatted: Indent: Left: 0", Space After: 0 pt

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Formatted: Indent: Left: 0", Space Before: 0 pt, After: 0 pt

Deleted: Class

Deleted: Class

Formatted: Indent: Left: 0.5", Space After: 0 pt

Deleted: Class

Deleted: <object>¶

(b) whether Defendant has provided the services for which class members contracted;

Deleted: Class

(c) whether Defendant violated the Maryland Consumer Protection Act (“MCPA”);

(d) whether class members are entitled to a refund for that portion of the tuition and fees that was contracted for services that Defendant did not provide;

Deleted: Class

(d) whether Defendant is liable to Plaintiff and the class for unjust enrichment.

Formatted: Indent: Left: 0.5", Hanging: 0.42", Space After: 0 pt

68. **Typicality.** Plaintiff’s claims are typical of the claims of the other members of the classes in that, among other things, all class members were similarly situated and were comparably injured through Defendant’s wrongful conduct as set forth herein. Further, there are no defenses available to Defendant that are unique to Plaintiff.

Deleted: Class

Formatted: Indent: Left: 0", Space After: 0 pt

Deleted: Class

Deleted: Class

69. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the classes. Plaintiff has retained counsel that is highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the classes. Furthermore, Plaintiff has no interests that are antagonistic to those of the classes.

Deleted: Class

Deleted: Class

70. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the classes on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single

Deleted: to those of the Class.¶
¶

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: <object>¶

proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

71. In the alternative, the classes may also be certified because:

(a) the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the Defendant;

(b) the prosecution of separate actions by individual class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Defendant has acted or refused to act on grounds generally applicable to the classes, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the classes.

COUNT I

Breach Of Contract **(On behalf of Plaintiff and each of the Classes)**

72. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

73. Plaintiff brings this claim individually and on behalf of the members of the classes against Defendant.

74. Through the admission offer and acceptance through payment of tuition and fees, Plaintiff and each member of the classes entered into a binding contract with Defendant.

75. As part of the contract as conveyed to students through the admission offer and numerous other materials sent to them, and in exchange for the aforementioned consideration,

Deleted: Class

Formatted: Indent: Left: 0.5", Hanging: 0.5", Space After: 0 pt, Line spacing: Double

Deleted: ¶

Formatted: Indent: Left: 0", Space After: 0 pt

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class as a whole

Deleted: Class as a whole

Formatted: Space After: 12 pt, Line spacing: single, Keep with next

Deleted: of

Formatted: Indent: Left: 0", Space After: 0 pt

Deleted: Class

Deleted: agreement

Deleted: Class

Deleted: <object>¶

Defendant promised to provide in-person, on-campus education services, including in-person instruction and access to on campus resources, for the full duration of Spring Semester 2020 through the present and beyond.

Deleted:
Deleted:

76. Plaintiff and class members fulfilled their end of the bargain when they paid monies due for Spring Semester 2020 tuition and for the following semesters.

Deleted: Class

77. Defendant has failed to provide the contracted services and has otherwise not performed under the contract as set forth above but has retained monies paid by Plaintiff and the classes for their Spring Semester 2020 tuition and fees and for fees paid for all following semesters where students failed to receive an in-person education for at least part of the semester.

Deleted:

Deleted: Class
Deleted:

78. Plaintiff and members of the classes have suffered damage as a direct and proximate result of Defendant's breach, including but not limited to deprivation of the education, experience, and services that they were promised and for which they have already paid.

Deleted: Class

79. As a direct and proximate result of Defendant's breach, Plaintiff and the classes are entitled to damages, to be decided by the trier of fact in this action, to include but not be limited to reimbursement of certain tuition, fees, and other expenses that were collected by Defendant for services that Defendant has failed to deliver.

Deleted: Class

COUNT II

Formatted: Indent: Left: 0", Space After: 12 pt, Line spacing: single, Keep with next

**Unjust Enrichment
(On behalf of Plaintiff and the Classes)**

80. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

Formatted: Indent: Left: 0", First line: 0.5", Space After: 0 pt

81. Plaintiff brings this claim individually and on behalf of the members of the classes against Defendant, and in the alternative to Count I.

Formatted: Indent: Left: 0", First line: 0.42", Space After: 0 pt
Deleted: Class

Deleted: <object>¶

82. Plaintiff and members of the classes conferred a benefit on Defendant in the form of monies paid for tuition for Spring Semester 2020 and following semesters in exchange for certain service and promises. Tuition and fees for Spring Semester 2020 and following semesters were intended to cover in-person educational services, not a virtual campus and online course.

- Deleted: Class
- Deleted: tuition
- Deleted: other fees
- Deleted: was
- Deleted: from January through May 2020.

83. Defendant voluntarily accepted and retained this benefit by accepting payment, and the saving of not operating certain campus facilities and programs.

84. Defendant has retained this benefit, even though it ceased providing the full education, experience, and services for which the tuition and fees were collected.

85. The online education services Defendant substituted for the in-person education for which Plaintiff and class members paid has a substantially lesser value, but Defendant has nonetheless retained full payment.

86. It would be unjust and inequitable for Defendant to retain benefits in excess of the services it provided, and Defendant should be required to disgorge any tuition and fees that exceed the value of online education from March 16, 2020 through the remaining sessions and semesters where Defendant failed to provide a live in-person, on-campus academic experience.

- Deleted: May 12, 2020

COUNT III
Maryland Consumer Protection Act (“MCPA”),
Md. Code Ann., Comm. Law §§ 13-101 *et seq.*
(On behalf of Plaintiff and the Classes)

- Formatted: Space After: 12 pt, Line spacing: single, Keep with next
- Deleted: ¶
- Formatted: Font: Not Italic

87. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

- Deleted: ¶
- Formatted: Indent: Left: 0", First line: 0.48", Space After: 0 pt

88. Plaintiff and class members purchased education services from Defendant and are “consumers” as defined by Md. Code Ann., Comm. Law § 13-101(c).

- Formatted: Indent: Left: 0", Space After: 0 pt

- Deleted: <object>¶

89. Education services are services used primarily for personal, family, or household purposes and are therefore “consumer services” as defined by Md. Code Ann., Comm. Law § 13-101(d).

Formatted: Indent: Left: 0", First line: 0.48", Space After: 0 pt

90. Defendant violated Md. Code Ann., Comm. Law §§ 13-301(1), (2)(i), and (2)(iv) by falsely representing and passing off to Plaintiff and class members that online education has the same value as in-person education.

91. Defendant intended that Plaintiff and class members rely on its implicit misrepresentation, through its failure to adjust tuition, and explicit misrepresentations, as to the quality of its online classes as a substitute for in-person education, in violation of Md. Code Ann., Comm. Law § 13-301(9)(i).

Deleted:

92. Defendant’s representations as to the quality and value of their online classes as a comparable substitute for in-person education have the tendency to mislead.

Deleted: compared to

Deleted:

Deleted: had

93. Plaintiffs and class members are, accordingly, entitled to actual damages, costs, and attorney’s fees.

Deleted: attorneys

PRAYER FOR RELIEF

Formatted: Indent: Left: 0", Space After: 0 pt, Line spacing: Double, Keep with next

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

Deleted: ¶

Formatted: Indent: Left: 0", Space Before: 0 pt, After: 0 pt

- (a) For an order certifying the classes under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the classes and Plaintiff’s attorneys as Class Counsel to represent the classes;
- (b) For an order finding in favor of Plaintiff and the classes on all counts asserted herein;
- (c) For actual, compensatory, and punitive damages in amounts to be determined by the Court and/or jury;
- (d) For prejudgment interest on all amounts awarded;

Formatted: Indent: Left: 1", Space After: 12 pt, Line spacing: single

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: ¶

Deleted: Class

Deleted: ¶

Formatted: Indent: Left: 1", Space Before: 0 pt, After: 12 pt, Line spacing: single

Deleted: ¶

Deleted: <object>¶

- (e) For an order of restitution and all other forms of equitable monetary relief, including disgorgement;
- (f) For injunctive relief as pleaded or as the Court may deem proper; and
- (g) For an order awarding Plaintiff and the classes reasonable attorneys' fees and expenses and costs of suit.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: September 10, 2020

Respectfully submitted,

/s/ Courtney L. Weiner
 Courtney L. Weiner (#19463)
 Law Office of Courtney Weiner PLLC
 1629 K Street NW, Suite 300
 Washington, DC 20006
 PH: 202-827-9980
cw@courtneyweinerlaw.com

FRANCIS MAILMAN SOUMILAS, P.C.
 James A. Francis (*pro hac vice*)
 John Soumilas (*pro hac vice*)
 Edward H. Skipton (*pro hac vice forthcoming*)
 1600 Market Street, Suite 2510
 Philadelphia, PA 19103
 Telephone: (215) 735-8600
 Facsimile: (215) 940-8000
[Email: jfrancis@consumerlawfirm.com](mailto:jfrancis@consumerlawfirm.com)
[Email: jsoumilas@consumerlawfirm.com](mailto:jsoumilas@consumerlawfirm.com)
[Email: eskipton@consumerlawfirm.com](mailto:eskipton@consumerlawfirm.com)

Kevin Mallon (*pro hac vice*)
 Mallon Consumer Law Group, PLLC
 One Liberty Plaza, Suite 2301
 New York, NY 10006
 (646) 759-3663
 E-mail: consumer.esq@outlook.com

Deleted: ¶

Deleted: ¶

Deleted: ¶

Formatted: Indent: Left: 1", Space After: 18 pt, Line spacing: single

Deleted: Class

Deleted: ¶

Page Break

Formatted: Normal, Centered, Right: 0", Space Before: 0 pt, Line spacing: Double, Keep with next

Formatted: Font: Bold

Formatted: Font: Bold, Thick underline

Deleted: ¶

Deleted: ¶

Deleted: May 29

Deleted:

Deleted: ¶

Formatted: Space After: 0 pt, Line spacing: single, Tab stops: 3", Left + Not at 3.08"

Deleted: cw@courtneyweinerlaw.com¶

Deleted: Forthcoming

Deleted: forthcoming

Deleted: Email: jfrancis@consumerlawfirm.com¶
 Email: jsoumilas@consumerlawfirm.com¶
 Email: eskipton@consumerlawfirm.com¶

Deleted: forthcoming

Deleted: <object>¶

Indent: Left: 0", Right: 0", Space After: 0 pt, Line spacing: Double

▼

1.