

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Allegheny

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:
Claire Van Treeck

Lead Defendant's Name:
Robert Morris University

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
(check one) ☒ outside arbitration limits

Is this a *Class Action Suit*? ☒ Yes ☐ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Gary F. Lynch

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☒ Other:
Breach of Contract

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

CLAIRE VAN TREECK, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ROBERT MORRIS UNIVERSITY,

Defendant.

CIVIL DIVISION – CLASS ACTION

No.

CLASS ACTION COMPLAINT

Filed on behalf of Plaintiff, CLAIRE
VAN TREECK

Counsel of Record for this Party:

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PA. ID. No. 56887
NICHOLAS A. COLELLA
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Defendant.

NOTICE TO DEFEND

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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
Telephone: (412) 261-5555

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CLAIRE VAN TREECK, on behalf of herself
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CIVIL DIVISION – CLASS ACTION

No.

Plaintiff,

v.

ROBERT MORRIS UNIVERSITY,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff Claire Van Treeck (“Plaintiff”), on behalf of herself and all others similarly situated, by and through her undersigned counsel, brings this Class Action Complaint against Defendant Robert Morris University (“RMU” or “Defendant”), and alleges as follows based upon information and belief, except as to the allegations specifically pertaining to her, which are based on personal knowledge.

NATURE OF THE ACTION

1. Higher education is no different from any other industry in as much as consumers (*i.e.*, students) have the ability to shop between different educational products offered by competitive institutions before ultimately purchasing the product that is right for them.

2. Some colleges and universities offer an educational product without access to a campus or in-person community, while others offer an educational product with access to a varied suite of services, activities, facilities and experiences through an on-campus, in-person educational experience.

3. RMU primarily offers students an in-person educational experience featuring traditional, face-to-face lectures and laboratory courses, and offers a limited selection of courses

in online-only formats.

4. Plaintiff, an undergraduate student during the Spring 2020 semester, paid tuition and fees to enroll in RMU's on-campus, in-person education program, including all the benefits and services associated therewith for the entirety of the Spring 2020 semester.

5. Plaintiff's paid-for experience was cut short midway through the Spring 2020 semester, when that in-person educational experience was taken away from Plaintiff and other students at RMU.

6. In March 2020, in response to the outbreak of the SARS-CoV-2 virus, the virus that causes the COVID-19 disease (the "COVID-19 pandemic"), RMU, like many other colleges and universities, transitioned to online-only distance learning, canceled on-campus recreational events, canceled student activity events, and ordered students to refrain from going on campus.

7. As a result, all on-campus education, services, and amenities were no longer available to RMU students for the remainder of the Spring 2020 semester.

8. Despite the harsh reality that students could no longer enjoy the benefit of the bargain for which they pre-paid, RMU refused to provide a prorated refund of tuition or fees tied to its on-campus education, services, and amenities that were not available to students for a significant part of the Spring 2020 semester.

9. Accordingly, RMU's students lost the benefit of the bargain for services and the experience they paid for but could no longer access or use following the school's transition to remote learning in March 2020.

10. By not giving prorated refunds for tuition or fees charged for on-campus education and services not provided, RMU breached its contracts with its students or was otherwise unjustly enriched.

11. It cannot be disputed that the circumstances underlying this legal action are unfortunate and unprecedented. However, the students did not choose these circumstances, and they certainly did not agree to pay tuition and fees for online-only education and services.

12. It is unfair and unlawful for RMU to retain tuition and fees for campus-based in-person education and services not being provided and to pass the financial losses on to its students.

13. Importantly, Plaintiff does not challenge Defendant's discretion in adhering to federal, state, and local health guidelines, but rather challenges RMU's decision to retain the tuition and fees, paid by Plaintiff and other students for in-person education, experiences, access to campus, and services, without providing such for the entire duration of the Spring 2020 semester.

14. Plaintiff brings this class action for damages and restitution resulting from RMU's retention of the tuition and fees paid by Plaintiff and the other putative Class members for in-person education and services not being provided. Specifically, this lawsuit seeks disgorgement of the prorated, unused amounts of the fees that Plaintiff and other putative Class members paid, but for which they (or the students on behalf of whom they paid) were not provided the benefit, as well as a partial prorated tuition reimbursement representing the difference in fair market value between the on-campus product for which they had paid, and the online product that they received.

PARTIES

15. Plaintiff Claire Van Treeck is an adult, who at all relevant times, is a resident and citizen of the State of Illinois. Plaintiff was an undergraduate student enrolled at RMU for the Spring 2020 semester, which was scheduled to run from approximately January 13, 2020, to May 1, 2020. Halfway through the Spring 2020 semester, due to the COVID-19 pandemic, Plaintiff was forced to take her classes remotely, refrain from visiting campus, and prevented from utilizing various on-campus services for which she paid. Plaintiff paid tuition and fees for an in-person

educational experience during the Spring 2020 semester, the benefits of which she lost because RMU closed the campus and cut off access to on-campus services, facilities, and extracurricular activities.

16. Defendant Robert Morris University is a private university founded in 1921. RMU offers approximately 60 bachelor's degree programs and approximately 35 graduate degree programs. During the 2019-2020 school year, RMU enrolled approximately 3,000 full-time undergraduate students and 800 graduate students. RMU's main campus is located in Moon Township, Pennsylvania. Defendant is a citizen of the Commonwealth of Pennsylvania.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this matter pursuant to Pa. Cons. Art. 5 § 5 and 42 Pa. C.S.A. § 931.

18. This Court has personal jurisdiction over RMU because Defendant resides in this County, many of the acts and transactions giving rise to this action occurred in this County, and because Defendant conducts substantial business by operating its principal campus in this County and soliciting students residing in this County to attend its institution.

19. Venue is proper in this Count because RMU resides in this County, many of the acts and transactions giving rise to this action occurred in this County, specifically, the contracts that are the subject of this action were formed in this County, and the performance and breach of contract also occurred in this County.

FACTUAL ALLEGATIONS.

20. Prior to the COVID-19 pandemic, RMU had a longstanding tradition of offering most of its courses in face-to-face classroom settings in-person, on-campus. In accordance with

this prior course of conduct, RMU scheduled the vast majority of its Spring 2020 courses to be in-person and on-campus.

21. Indeed, a review of RMU’s academic offerings on its website demonstrates that Defendant offers students the option between a traditional in-person, on-campus educational experience and an online educational experience. Specifically, RMU markets its on-campus and online educational programs as separate and distinct products, denoting which of its programs are available on-campus, online, or both, with the vast majority of its programs being offered only on-campus and in-person.¹

22. Recognizing the distinction between its on-campus and online educational programs, RMU prices its on-campus and online programs as distinct products, charging a lower price per credit hour for its online programs when compared to the price per credit hour for its on-campus programs.² Specifically, RMU charged its on-campus students a premium of approximately \$165 per credit hour more as compared to the price charged per credit hour for its online-only programs for the Spring 2020 semester.

23. Further, RMU’s online course enrollment system permits students to filter available classes to find courses delivered remotely or on-campus. Specifically, a student may search for classes by “term” and “location,” with options including, *inter alia*, classes available at

¹ *Undergraduate Programs*, Rober Morris University, <https://web.archive.org/web/20190903165831/https://www.rmu.edu/academics/undergraduate> (captured Sept. 3, 2019); *Online Programs*, Rober Morris University, https://web.archive.org/web/20190903164152mp_/https://rmu.edu/academics/online (captured Sept. 3, 2019).

² *See, e.g., Tuition & Fees*, Robert Morris University, <https://web.archive.org/web/20190423231712/http://sfs.rmu.edu/tuition-fee-schedules/2018-2019-tuition-fees#tuition> (captured Apr. 23, 2019) (charging \$930 per credit hour for its traditional on-campus program while charging \$765 for its online program for the 2019-2020 school year school year).

Defendant's Moon Campus, "Online/Internet," or that are part of a "Fully Online Program."³ And even if a student does not use the search filter, the enrollment system displays the location and delivery type of each class before a student registers. Therefore, when Plaintiff and Class members used this system to enroll in classes for the Spring 2020 semester, they knew whether they were enrolling in face-to-face or online classes and made informed choices about whether to spend their tuition dollars on in-person or online modes of course delivery.

24. To enroll in classes, RMU students are required to pay tuition and some form of fees, including the University Services Fee, the Student Government Association Fee, the Residence Hall Association Fee, and the Student Recreation and Fitness Fee (collectively, the "Mandatory Fees"). RMU describes the Mandatory Fees as follows:

- **University Services Fee.** "The University Services Fee is used for general University support, facilities enhancements and administrative services. This fee helps to defray the costs for technology support including upgrades, software, online support, Blackboard and wireless connections as well as student services which include security, student activities, transportation services, and health and wellness initiatives."
- **Student Government Association Fee.** "The Student Government Association Fee is charged to all traditional undergraduate students each semester. The fee is used to defray the costs of social, leadership, cultural and professional development groups sponsored by the Student

³ *Schedule of Courses*, Robert Morris University, https://sentry.rmu.edu/OnTheMove/findoutmore.open_page?iCalledBy=findoutmore&iPage=700&iT=&iattr=&ivisor=0&ichap=wprgrse (last visited Jan. 24, 2024). Upon information and belief, RMU used this same enrollment platform for the 2019-2020 school year.

Government Association and is used to provide funding to student clubs and organizations recognized by the Association.”

- **Residence Hall Association Fee.** “The Residence Hall Association Fee is charged to all resident students to help defray the costs associated with educational, cultural and developmental programs and services in the Residence Halls.”
- **Student Recreation and Fitness Fee.** “The Student Recreation and Fitness Fee is charged to all traditional full-time and part-time undergraduate students each semester. The fee is used to fund and support the operation of all university recreation and fitness facilities and to provide intramural sports, fitness classes, wellness programs and recreational activities.”⁴

25. RMU’s Spring 2020 semester was originally scheduled to commence on or about January 13, 2020, and end on or around May 1, 2020.⁵ Tuition for RMU’s undergraduate on-campus programs for the Spring 2020 semester was approximately \$14,530 (\$930 per credit hour) for full-time undergraduate students and \$765 per credit for its undergraduate online programs.⁶ RMU further charged undergraduate students in its on-campus programs \$470 for the University Services Fee, \$5 for the Residence Hall Association Fee, \$20 for the Student Government

⁴ *Miscellaneous Fees Explanations*, Robert Morris University, <https://www.rmu.edu/admissions/student-financial-services/misc-fees-explanations> (last visited Jan. 24, 2024).

⁵ *Calendar of Events at RMU*, Robert Morris University, https://sentry.rmu.edu/OnTheMove/wpcalendarsps.get_results?icalledby=wpcalendarsps&ipage=550&it=&iattr=&ist_dt=11/01/2019&iend_dt=&icat_cd=ACAD&isubcat_cd1=&idisplay_style=D&imax_events=20&i_color=FFFFFF&i_color2=000000&ipageno=1&iDirection= (last visited Jan. 24, 2024).

⁶ *Tuition & Fees*, *supra* note 2.

Association Fee, and \$125 for the Student Recreation Fee. Tuition ranged between \$645 and \$985 per credit hour for graduate students, depending on degree program.⁷

26. RMU uses its marketing materials, course catalog, and other bulletins to solicit students for its in-person, on-campus educational programs. In these materials, RMU emphasizes that in-person, face-to-face interaction is an essential component of students' educational experience.

27. Face-to-face interaction between students and faculty and among students is a core feature of the educational product that RMU markets to prospective students. For example:

- RMU tells prospective students that “Our faculty members bring first-hand work experience into the classroom, giving you a true insider’s perspective, while internships and other professional experiences further enhance your education. In short, RMU helps you turn your passion into a career.”⁸
- RMU highlights the personal attention students receive, telling prospective students that RMU is “[a] teaching-center institution where professors know their students by name” and that it is further “committed to creating a learning environment that leads to future success.”⁹
- RMU highlights its “SEMS Research & Outreach Center” that “enhances STEM education for both undergraduate and graduate students at RMU, as well as for RMU faculty by creating channels for the academic scholarship” through “interdisciplinary research proposals and cross-institutional

⁷ *Id.*

⁸ *Undergraduate Programs*, Robert Morris University, <https://rmu.edu/academics/undergraduate> (last visited Jan. 24, 2023).

⁹ *Personal Attention*, Robert Morris University, <https://web.archive.org/web/20190903161100/https://rmu.edu/why-rmu/attention> (captured Sept. 3, 2019).

collaborations” that “provide several pathways for RMU students to enhance their research experience at RMU.”¹⁰

- RMU highlights its “oral History Center” which “facilitates research into recent American history, allows students to get involved in oral interviews, and serves as a repository of archival materials.”¹¹

28. RMU touts to prospective students the benefits of its campus experience, boasting that “[w]ith its residential campus on 230 scenic suburban acres, RMU is a dynamic living and learning environment.”¹² Specifically, RMU boasts the following as benefits of its campus experience:

- RMU’s “Green Campus” where “Students still walk through the woods to class on the former grounds of the Pine Hill Manor estate;”
- RMU’s “Shiny and New” academic buildings with “fully equipped classrooms and labs;”
- RMU’s Recreation and Fitness Center that “has exercise machines for every kind of workout”; and
- RMU’s “more than 100 clubs and activities” that allow students to “always find something to do.”¹³

¹⁰ *Research & Outreach Center*, Robert Morris University, <https://web.archive.org/web/20190410141855/https://www.rmu.edu/academics/schools/sems/research-outreach> (captured Apr. 10, 2019).

¹¹ *School of Education and Social Sciences*, Robert Morris University, <https://web.archive.org/web/20190410140314/https://www.rmu.edu/academics/schools/sess> (captured Apr. 10, 2019).

¹² *Campus Experience*, Robert Morris University, <https://web.archive.org/web/20190903165737/https://www.rmu.edu/why-rmu/campus> (captured Sept. 3, 2019).

¹³ *Id.*

29. RMU also promotes athletic tradition as a benefit of enrollment, touting: (1) its UPMC Events Center as “A showplace for the Colonias”; (2) its “RMU Island Sports Center as “the local region’s premier sports and recreation destination;” and (3) its 17 club teams “in a variety of sports, from bowling to rugby to ice hockey.”¹⁴

30. RMU highlights its on-campus facilities and resources as a significant benefit of enrollment in in-person classes. These facilities and resources include:

- The School of Business’s “new state-of-the-art building, which includes the PNC Trading Center, U.S. Steel Videoconferencing and Technology Resource Center, and the ATI Center with an Interactive Marketing Wall,” which enhance “students’ educational experience by providing hands-on opportunities for real world learning;”¹⁵
- The School of Communications and Information Systems’s Active Media Center which is “home to a variety of live studio and location video programs, live sports productions of athletic events, as well as radio production;”¹⁶
- The Wheatley Center, which “offers studios for photography, lighting, drawing, printmaking, and 3D modeling, as well as a wood shop and metal shop, and a gallery to display student work;”¹⁷

¹⁴ *Athletics*, Robert Morris University, <https://www.rmu.edu/athletics> (last visited Jan. 24, 2024).

¹⁵ *School of Business*, Robert Morris University <https://web.archive.org/web/20190903165741/https://rmu.edu/academics/schools/sbus> (captured Sept. 3, 2019).

¹⁶ *School of Communications and Information Systems*, Robert Morris University, <https://web.archive.org/web/20190410140343/https://www.rmu.edu/academics/schools/scis> (captured Apr. 10, 2019).

¹⁷ *Department of Media Arts*, Robert Morris University, <https://web.archive.org/web/20190410140127/https://www.rmu.edu/academics/schools/scis/media-arts> (captured Apr. 10, 2019).

- The RISE Center that “uses life-like computerized mannequins and trained actors” to “facilitate[] simulation education in the School of Nursing and Health Sciences;”¹⁸
- The 45,000 square foot Student Recreation and Fitness Center, which is home to the indoor club sports, intramural sports, and the group exercise and physical wellness programming;¹⁹ and
- The RMU Library, which offers students numerous different types of study spaces and study areas, including a collaborative study room, six small study rooms, numerous study tables, and the Library Research Room where there “are study carrels, iMac work stations, study tables and a quiet lounge area.”²⁰

31. Moreover, RMU promotes the location of its campus as a compelling reason for students to decide to attend. RMU describes nearby Pittsburgh, Pennsylvania, as a “Thriving City.”

RMU informs prospective students:

RMU can plug students into a web of contacts and corporate partnerships, from major multinational companies to tech startups to healthcare organizations, and everything in between. Over the next 10 years, employers in the Pittsburgh region will need to hire 1.2 million people. RMU is poised to meet that challenge, preparing graduates in high demand fields including business, information technology, engineering, and healthcare.²¹

¹⁸ *Research and Innovation in Simulation Education (RISE)*, Robert Morris University, <https://web.archive.org/web/20190903164304/https://rmu.edu/academics/schools/snehs/rise-center> (captured Sept. 3, 2019).

¹⁹ *Campus Recreation*, Robert Morris University, <https://www.rmu.edu/student-life/campus-recreation> (last visited Jan. 24, 2024).

²⁰ *Study Space*, Robert Morris University, <https://web.archive.org/web/20190816095148/http://library.rmu.edu/about/study-space> (captured Aug. 16, 2019).

²¹ *Thriving City*, Robert Morris University, <https://web.archive.org/web/20190903171343/https://www.rmu.edu/why-rmu/thriving-city> (captured Sept. 3, 2019).

32. When enrolling in classes for the Spring 2020 semester, Plaintiff and members of the Class chose to enroll in classes offered in-person, to obtain the benefits outlined above.

33. Plaintiff and members of the Class were also required to pay the Mandatory Fees to enroll in classes.

34. Plaintiff and the members of the Class paid the Mandatory Fee for the Spring 2020 semester so they could benefit from on-campus services and facilities, including student activities and wellness services, offered by RMU.

35. Plaintiff and members of the Class paid their tuition and Mandatory Fees in the Spring 2020 semester to enjoy everything RMU offered them, including on-campus services and facilities and an in-person education throughout the entire Spring 2020 semester.

36. Despite Plaintiff and Class members paying Spring 2020 semester tuition and Mandatory Fees to attend RMU for an in-person and on-campus educational experience, RMU failed to provide the promised in-person education and facility access for the duration of the entire Spring 2020 semester, instead providing only online instruction for more than half of the Spring 2020 semester.

A. In Response to COVID-19, RMU Closed Campus, Preventing Access to its Facilities, Services, Housing, and Dining, and Cancelled All In-Person Classes.

37. On Wednesday March 11, 2020, in response to COVID-19, RMU announced that it would be suspending all in-person classes and would be conducting all classes remotely through April 27, 2020. To enable its faculty to prepare for the transition to online classes, RMU cancelled all classes over the next two days, March 12 and 13, 2020.²²

²² Coronavirus Cancellations: Robert Morris University Switching to Online Classes Due to Coronavirus, CBS (Mar. 11, 2020), <https://www.cbsnews.com/pittsburgh/news/robert-morris-university-switching-to-online-classes/>.

38. While RMU intended to resume in-person classes on April 27, 2020, it announced on March 16, 2020 that it would be moving all courses to remote instruction only for the remainder of Spring 2020 semester.²³ By that same announcement, RMU cancelled all events until further notice, closed the RMU library's physical location, closed the Student Recreation and Fitness Center, and cancelled all events at the UPMC Events Center through at least April 12, 2020.²⁴

39. On or around this same time, RMU recommended that students vacate their residence halls, permitting only those who could not safely return home to remain on campus, while also indicating that only certain residence halls would remain open to such students.²⁵

40. RMU did not hold any in-person classes for undergraduate students between March 11, 2020, and the end of Spring 2020 term. All Spring 2020 classes after March 11, 2020, were only offered in a remote, online format with no in-person, face-to-face engagement between students and faculty.

41. Most campus facilities and services for which the Mandatory Fees were assessed were also terminated, cancelled, or severely curtailed at or about this time, such as access to the library, recreation center, health and wellness facilities and intramural facilities, as well as student organizations, programs, athletic events, and arts performances.

42. At the time, RMU acknowledged the cost differential between its in-person and online programs stating under a frequently ask question "Why do I have to pay full tuition when online classes cost less?":

²³March 16: Urgent Coronavirus Update, Robert Morris University, <https://web.archive.org/web/20200516142531/https://www.rmu.edu/about/health> (captured May 16, 2020).

²⁴ *Id.*

²⁵ *Id.*

Although we are moving to online instruction, or other course delivery methods, we will continue to provide a high-quality academic experience. **While some online courses at the university do cost less than on-ground courses,** they also come with less financial aid. Students will continue to receive the same financial aid as they would under normal circumstances.²⁶

43. RMU further acknowledged that the decision to move to remote distance learning dramatically changed Plaintiff's and Class members' educational experiences. In his March 16, 2020, announcement to the campus community, RMU's president stated:

I realize that while none of this is unexpected, given what has happened in the U.S. and abroad over the past several days, it is deeply disappointing. This is not how any of us envisioned the spring would unfold, and it is certainly not what we wanted. Our highest priority now is to keep all of you safe, and to provide our students with the highest quality academic experience, regardless of how it is delivered.²⁷

44. RMU thus admitted that students did not receive the educational experience that both parties—students *and* RMU—expected when students paid tuition and the Mandatory Fees for the Spring 2020 semester, because of RMU's unprecedented shift to remote-only education that adversely affected its educational product.

45. Despite the fact that RMU's closure of campus and shift to online-only distance learning effected dramatic changes to students' bargained-for educational experience, RMU refused to adjust its tuition costs or offer any form of tuition refund or refund of the Mandatory Fee. Instead, RMU provided prorated credits and or refunds for only room and board, and parking and student recreation fees.

²⁶ *Important Coronavirus Information*, Robert Morris University, <https://web.archive.org/web/20200516142531/https://www.rmu.edu/about/health> (captured May 16, 2020) (emphasis added).

²⁷ *March 16: Urgent Coronavirus Update*, *supra* note 23.

B. Students Experienced Significant Losses, in Many Cases of Borrowed Funds, as a Result of RMU's Conduct.

46. At RMU, the median federal loan debt among borrowers who completed their undergraduate degree is \$26,950.²⁸ The median monthly federal loan payment (if it were repaid over 10 years at 5.05% interest) for federal student loan borrowers who graduated from RMU is \$285.²⁹

47. In addition, 30% of graduating students at RMU took out private loans.³⁰ Students with private loans had an average of \$49,819 in private loan debt at graduation.³¹

48. With the campus shut down for more than half of the semester, Plaintiff and the proposed Class have been deprived of the benefits of the on-campus educational experience as set forth above. Nevertheless, RMU has refused to refund any portion of tuition or the Mandatory Fees (outside of a prorated credit or refund of the Student Recreation and Fitness Fee), despite not providing the on-campus educational experience and services for which students paid.

49. Students attending RMU's Spring 2020 semester did not choose to attend an online institution of higher learning, but instead chose to enroll in Defendant's in-person, on campus educational program.

50. During the online portion of the Spring 2020 semester, RMU principally used programs by which previously recorded lectures were posted on an online learning management system for students to view on their own, or by virtual Zoom meetings. Therefore, there was a lack

²⁸ *Robert Morris University Tuition & Financial Aid*, U.S. News, <https://www.usnews.com/best-colleges/robert-morris-university-pennsylvania-3359/paying#:~:text=At%20Robert%20Morris%20University%2C%20the%20median%20federal%20loan%20debt%20among,borrowers%20who%20graduated%20is%20%24286> (last visited Jan. 24, 2024).

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*

of classroom interaction between students and professors and among students that is instrumental in interpersonal skill development.

51. Students were deprived of the opportunity for hands-on, collaborative learning and in-person dialogue, feedback, and critique.

52. Access to facilities such as libraries, laboratories, computer labs, and study rooms, integral to a university education, and access to the myriad activities offered by campus life that foster social development, leadership, wellness, independence, and networking for future careers, are all substantial and material parts of the basis upon which RMU can charge the tuition and Mandatory Fees it charges. Contrary to RMU's promises, these services and facilities were not provided.

53. RMU provided students with prorated refunds for Spring 2020 room and board fees, *i.e.*, funds that students paid in exchange for services that RMU decided not to provide.³² However, RMU has not made a similar offer to refund any portion of the tuition or Mandatory Fees (outside of a prorated credit or refund of the Student Recreation and Fitness Fee) that Plaintiff and Class members paid RMU for in-person educational services which they did not receive during the majority of Spring 2020 semester.

54. Plaintiff and the Class are therefore entitled to a prorated refund of the tuition and Mandatory Fees they paid RMU for the Spring 2020 semester for the remaining days of that semester after classes moved from in-person to online and facilities were closed.

CLASS ACTION ALLEGATIONS

55. Plaintiff brings this case individually and, pursuant Rules 1702, 1708 and 1709 of the Pennsylvania Rules of Civil Procedure, on behalf of the class defined as:

³² *March 16: Urgent Coronavirus Update, supra* note 23.

All Robert Morris University students who satisfied their payment obligations for the Spring Semester 2020 tuition and/or Mandatory Fees, and who were enrolled in at least one in-person on-campus class (the “Class”).

56. Specifically excluded from the Class are all students who received full RMU-funded scholarships for the Spring 2020 semester, Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and its heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers.

57. Subject to additional information obtained through further investigation and discovery, Plaintiff reserves the right to amend, narrow, or expand the class definition.

58. **Numerosity – Pennsylvania Rule of Civil Procedure 1702(1):** The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiff, RMU reported several thousand students enrolled for the 2019-2020 school year. The names and addresses of all such students are known to RMU and can be identified through RMU’s records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

59. **Commonality – Pennsylvania Rule of Civil Procedure 1702(2):** There are questions of law and fact common to the members of the Class including, without limitation:

- a. Whether RMU accepted money from Plaintiff and the Class members in exchange for the promise to provide an in-person and on-campus educational experience, as well as certain facilities and services throughout the Spring 2020 semester;

- b. Whether RMU breached its contracts with Plaintiff and the members of the Class by failing to provide them with an in-person on-campus educational experience and access to campus facilities and services after mid-March 2020;
- c. Whether RMU breached its contracts with Plaintiff and the members of the Class by failing to provide the services and facilities to which the Mandatory Fees pertained after mid-March 2020;
- d. Whether RMU was unjustly enriched by retaining a portion of the tuition and Mandatory Fees during the period of time RMU was closed during the Spring 2020 semester, and Plaintiff and the members of the Class were denied an in-person and on-campus educational experience and access to the services and facilities for which tuition and the Mandatory Fee was paid;
- e. Whether RMU intentionally interfered with the rights of the Plaintiff and the Class when it moved all in-person classes to a remote online format, cancelled all on-campus events, strongly encouraged students to stay away from campus, and discontinued campus services for which the Mandatory Fee was intended to pay, all while retaining the tuition and Mandatory Fee paid by Plaintiff and the Class; and
- f. The amount of damages and other relief to be awarded to Plaintiff and the Class members.

60. **Typicality – Pennsylvania Rule of Civil Procedure 1702(3):** Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the other Class members each contracted with Defendant for it to provide an in-person and on-campus educational experience

for the tuition they paid and the services and facilities for the Mandatory Fees that they paid, that RMU stopped providing for the remainder for the Spring 2020 semester.

61. **Adequacy of Representation – Pennsylvania Rule of Civil Procedure 1702(4) and 1709:** Plaintiff is an adequate class representative because her interests do not conflict with the interests of the other Class members whom she seeks to represent. Plaintiff has retained competent counsel who are experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff's counsel has adequate financial means to vigorously pursue this action and ensure the interests of the Class will not be harmed. Furthermore, the interests of the Class Members will be fairly and adequately protected and represented by Plaintiff and Plaintiff's counsel.

62. **Predominance – Pennsylvania Rule of Civil Procedure 1708(a)(1):** Common questions of law and fact predominate over any questions affecting only individual Class members. Similar or identical violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. For example, Defendant's liability and the fact of damages is common to Plaintiff and each member of the Class. If Defendant breached its contracts to Plaintiff and Class members, then Plaintiff and each Class member suffered damages by that conduct.

63. **Manageability – Pennsylvania Rule of Civil Procedure 1708(a)(2):** While the precise size of the Class is unknown without the disclosure of RMU's records, at least a few thousand students were enrolled in Defendant's on-campus program during the Spring 2020 semester. The claims of Plaintiff and the Class members are substantially identical as explained above. Certifying the case as a class action will centralize these substantially identical claims in a

single proceeding and adjudicating these substantially identical claims at one time is the most manageable litigation method available to Plaintiff and the Class.

64. **Risk of Inconsistent, Varying or Prejudicial Adjudications – Pennsylvania Rule of Civil Procedure 1708(a)(3):** If the claims of Plaintiff and the members of the Class were tried separately, RMU may be confronted with incompatible standards of conduct and divergent court decisions. Furthermore, if the claims of Plaintiff and the members of the Class were tried individually, adjudications with respect to individual Class members and the propriety of their claims could be dispositive on the interests of other members of the Class not party to those individual adjudications and substantially, if not fully, impair or impede their ability to protect their interests.

65. **Litigation Already Commenced – Pennsylvania Rule of Civil Procedure 1708(a)(4):** To Plaintiff's knowledge there is no other pending case where a RMU student seeks to represent a class of students based on the conduct alleged in this Complaint.

66. **The Appropriateness of the Forum – Pennsylvania Rule of Civil Procedure 1708(a)(5):** This is the most appropriate forum to concentrate the litigation because the Defendant resides in this County, the contracts that are the subject of this action were formed in this County, the performance and breach of contract also occurred in this County, and a substantial number of Class members were injured in this County.

67. **The Class Members' Claims Support Certification – Pennsylvania Rule of Civil Procedure 1708(a)(6) and (7).** Given the relatively low amount recoverable by each Class member, the expenses of individual litigation are insufficient to support or justify individual suits. Furthermore, the damages that may be recovered by the Class will not be so small such that class certification is unjustified.

FIRST CLAIM FOR RELIEF
BREACH OF IMPLIED CONTRACT
(On Behalf of Plaintiff and the Class under Pennsylvania Law)

68. Plaintiff repeats and re-alleges the factual allegations above, as if fully alleged herein.

69. Plaintiff brings this claim individually and on behalf of the members of the Class.

70. When Plaintiff and Class members paid RMU tuition and the Mandatory Fees for the Spring 2020 semester, RMU agreed to, among other things, provide an in-person and on-campus educational experience as well as access to campus services and facilities to which the Mandatory Fees they paid pertained throughout the entire Spring 2020 semester. As a result, Plaintiff and each member of the Class entered into binding implied contracts with RMU.

71. When entering into implied contracts, Plaintiff and Class members reasonably believed and expected that RMU would provide them with an on-campus and in-person educational experience, as opposed to remote learning, and use of Defendant's facilities and services for the duration of the entire Spring 2020 semester as mutually agreed and intended in accordance with Defendant's publications, including but not limited to, its marketing materials, course catalogues, and other bulletins, as well as RMU's history and prior course of providing in-person and on-campus education.

72. Plaintiff and Class members fully performed their obligations under their implied contracts with RMU by registering for classes and paying tuition.

73. Defendant is in possession of all contracts, materials, circulars, advertisements and the like between Plaintiff and members of the Class on one hand, and RMU on the other.

74. RMU breached its contracts with Plaintiff and the Class by failing to provide the promised in-person and on-campus educational experience as well as access to campus services

and facilities to which the Mandatory Fees pertained throughout the Spring 2020 semester, yet has retained monies paid by Plaintiff and the Class for an on-campus and in-person educational experience and access to these services and facilities during the entire Spring 2020 semester. Plaintiff and the members of the Class have therefore been denied the benefit of their bargain.

75. Plaintiff and the members of the Class have suffered damages as a direct and proximate result of RMU's breach in the amount of the pro-rated portion of the tuition and Mandatory Fees they each paid equal to the reduction in contracted for education and services during the portion of time the Spring 2020 semester when RMU discontinued in-person classes and closed campus facilities.

76. RMU should return such portions of the tuition and Mandatory Fee to Plaintiff and each Class member.

WHEREFORE, Plaintiff demands judgment against RMU and demands a trial by jury.

SECOND CLAIM FOR RELIEF
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Class)

77. Plaintiff repeats and re-alleges the factual allegations above, as if fully alleged herein.

78. Plaintiff brings this claim individually and on behalf of the members of the Class in the alternative to the First Claim for Relief, to the extent it is determined that Plaintiff and the Class do not have an enforceable contract with RMU regarding the relief requested.

79. Plaintiff and members of the Class conferred a benefit on RMU in the form of tuition and the Mandatory Fees paid for the Spring 2020 semester. The payment of this tuition and Mandatory Fees was to be in exchange for an in-person, on-campus educational experience to be provided to Plaintiff and the members of the Class throughout the Spring 2020 semester.

80. RMU knowingly accepted the benefits conferred upon it by Plaintiff and Class members.

81. RMU has retained the full benefit of the tuition and Mandatory Fees payments made by Plaintiff and the members of the Class for the Spring 2020 semester—without providing the benefits that Plaintiff and Class members were owed.

82. For example, RMU failed to provide Plaintiff and Class members access to many on-campus facilities and services after March 11, 2020, yet RMU assessed Plaintiff and Class members with tuition and fees that covered the cost of upkeep and maintenance of such facilities and services.

83. Indeed, as a result of closing campus and moving classes online, RMU saved significant sums of money in the way of reduced utility costs, reduced staffing requirements, reduced or eliminated hours for hourly employees, reduced or eliminated hours for paid work student students, and otherwise.

84. Upon information and belief, the costs incurred for having an online only program are significantly lower than the overhead needed to provide classes and services on campus.

85. As a result of RMU's retention of all the tuition and Mandatory Fee paid by Plaintiff and members of the Class during the period of time RMU was closed, Plaintiff and members of the Class were denied an in-person and on-campus educational experience and access to services and facilities for which the Mandatory Fee was paid. This was unjust and inequitable under the circumstances.

86. Allowing RMU to retain the full benefit of tuition and Mandatory Fees paid for in-person on campus education and experiences, after reducing the benefit provided and the costs incurred by RMU, unjustly enriched Defendant.

87. Accordingly, RMU has been unjustly enriched and should return the prorated portion of the tuition and Mandatory Fees that Plaintiff and Class members each paid equal to the reduction in benefit for education and services during the remainder of the Spring 2020 semester when RMU discontinued in-person classes and closed campus facilities.

WHEREFORE, Plaintiff demands judgment against RMU and demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for relief as follows:

- (a) For an order certifying the Class under the Pennsylvania Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- (b) For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- (c) For compensatory damages in an amount to be determined by the trier of fact;
- (d) For an order of restitution and all other forms of equitable monetary relief;
- (e) Awarding Plaintiff reasonable attorneys' fees, costs, and expenses;
- (f) Awarding pre- and post-judgment interest on any amounts awarded; and,
- (g) Awarding such other and further relief as may be just and proper.

DEMAND FOR TRIAL BY JURY

A jury trial is demanded on all claims so triable.

Dated: January 24, 2024

Respectfully submitted,

/s/ Gary F. Lynch

Gary F. Lynch

(Pa. ID No. 56887)

Nicholas A. Colella

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*Counsel for Plaintiff and the Proposed
Class*

VERIFICATION

I, Claire Van Treeck, am fully familiar with the facts set forth in this Complaint. I verify that the averments contained in this Complaint are true and correct to the best of my knowledge, information, and belief. I understand any false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Dated: 1/24/2024 _____

DocuSigned by:

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Claire Van Treeck _____