

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

**KYLE SMITH, IBRAHIM FETAHI,  
SHAWN WYNN, ARA SARDARBEGIAN,  
RYAN FINK, CHRISTOPHER  
HAMILTON, JOHN THOMPSON, BRETT  
BONDS, JEFF FONDA, IJANAE  
JACKSON, THOMAS CATLETT, and  
ERIC WEINBERG;** individually, and on  
behalf of others similarly situated,

Plaintiffs,

vs.

**TEMPLE UNIVERSITY,**

Defendant.

2:18-cv-00590-CMR

CLASS ACTION

**SECOND AMENDED CLASS ACTION  
COMPLAINT**

Plaintiffs, individually, and on behalf of all others similarly situated, upon personal knowledge and upon information and belief as to all other matters, as and for their Second Amended Complaint against Defendant, TEMPLE UNIVERSITY (“TEMPLE”), allege as follows:

**NATURE OF CLAIMS**

1. Plaintiffs bring this action individually, and in Counts I and II on behalf of all similarly situated persons, who enrolled as students between January 1, 2015 and December 7, 2018 in one of the following programs within TEMPLE’S Fox School of Business and Management (“Fox Programs”):

- (a) Online Master of Business Administration (“OMBA”);
- (b) Global Master of Business Administration (“GMBA”);
- (c) Part-time Master of Business Administration (“PMBA”);

- (d) Online Master of Science in Human Resource Management (“HRM”);
- (e) Online Master of Science in Digital Innovation in Marketing (“DIM”);
- (f) Executive Master of Business Administration (“EMBA”); and
- (g) Online Bachelor of Business Administration (“OBBA”).

2. Plaintiffs allege breach of contract, unjust enrichment, and violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, and seek injunctive relief, compensatory, consequential, and treble damages, costs and reasonable attorney’s fees for TEMPLE’S deceptive and unfair business practices, as herein alleged.

### **JURISDICTION AND VENUE**

3. The provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), explicitly provide for the original jurisdiction of the Federal Courts in any class action in which any member of the plaintiff class is a citizen of a State different from any defendant, and in which the matter in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs.

4. Plaintiffs allege that the total claims of individual class members in this action are in excess of \$5,000,000 in the aggregate, exclusive of interest and costs, as required by 28 U.S.C. §§ 1332(d)(2)(5).

5. Plaintiffs are Citizens of New Jersey, California, Florida, Maryland, Virginia, Pennsylvania, New York and Connecticut. TEMPLE is a Citizen of the Commonwealth of Pennsylvania. Members of the proposed Classes reside in 44 states of the Union other than Pennsylvania and their citizenship is diverse from that of TEMPLE.

6. Diversity of citizenship exists under CAFA, as required by 28 U.S.C. § 1332(d)(5)(B).

7. The Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. §1367(a).

8. Venue is proper in the United States District Court for the Eastern District of Pennsylvania under 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claim occurred in this District and Defendant is subject to personal jurisdiction in this District.

#### **THE PARTIES**

9. Plaintiff, KYLE SMITH, is a citizen and resident of Eatontown, New Jersey 07724.

10. Plaintiff, IBRAHIM FETAHI, is a citizen and resident of San Francisco, California 94103.

11. Plaintiff, SHAWN WYNN, is a citizen and resident of Jacksonville, Florida 32216.

12. Plaintiff, ARA SARDARBEGIANS, is a citizen and resident of Rockville, Maryland 20850.

13. Plaintiff, RYAN FINK, is a citizen and resident of North Wales, Pennsylvania 19454.

14. Plaintiff, CHRISTOPHER HAMILTON, is a citizen and resident of Newport News, Virginia 23601.

15. Plaintiff, JOHN THOMPSON, is a citizen and resident of Owego, New York 13827.

16. Plaintiff, BRETT BONDS, is a citizen and resident of Stonington, Connecticut 06378.

17. Plaintiff, JEFF FONDA, is a citizen and resident of Richmondville, New York 12149.

18. Plaintiff, IJANAE JACKSON, is a citizen and resident of Philadelphia, Pennsylvania 19151.

19. Plaintiff, THOMAS CATLETT, is a citizen and resident of Philadelphia, Pennsylvania 19120.

20. Plaintiff, ERIC WEINBERG, is a citizen and resident of Wyndmoor, Pennsylvania 19038.

21. TEMPLE is an incorporated comprehensive research university, created under the laws of the Commonwealth of Pennsylvania, and maintains its headquarters and largest campus in Philadelphia, Pennsylvania.

### **STATEMENT OF MATERIAL FACTS**

22. TEMPLE is a public research university in Philadelphia and holds itself out as a national leader in education, research and healthcare, with approximately 40,000 undergraduate, graduate and professional students. TEMPLE'S The Fox School of Business and Management ("FOX") offers more than a dozen specialty master's degree programs, including those above identified in paragraph 1.

23. Business school rankings are important to the various business schools because they are an important marketing tool used to recruit top students, and lure recruiters from the top companies.

24. Business schools, such as FOX, attempt to achieve higher rankings in order that they may obtain the top students who will over the course of their careers most likely benefit the school by achieving high ranking positions, attaining great influence, and accumulating great wealth. Such students often are able to help other students attain better (higher paying, more respected and more influential) jobs.

25. Students use the rankings to choose their school, and creators of the rankings produce them to aid in this decision. MBA programs vary widely in cost depending on the school. Universities generally charge per credit hour, so total cost will depend on how many classes a student takes to complete all degree requirements.

26. The least expensive OMBA programs can charge less than \$300 per credit hour for in-state tuition, resulting in total program costs under \$10,000 before financial aid is applied. Top-

tier, brand-name business schools can charge more than \$1,500 per credit hour.

27. U.S. News started ranking OMBA programs in 2012. In 2014, US News ranked TEMPLE No. 9.

28. From 2015 to 2018, U.S. News ranked TEMPLE'S OMBA program No. 1.

29. In January 2018, TEMPLE notified U.S. News that it had misreported certain data to it by overstating the number of new entrants for its 2016-2017 OMBA entering class who submitted GMAT scores.

30. TEMPLE had reported that all 255 [100%] of the OMBA program's latest incoming class submitted GMAT scores to get into the program, with an average GMAT score of 619. That score put TEMPLE among the five online MBA programs with the highest test scores in U.S. News' Top 50.

31. In fact, the school acknowledged that only 50 OMBA students, or 19.6%, submitted GMAT scores, indicating that the reported average may have been significantly inflated. Standardized test scores are a common and usually required part of admissions in graduate business education.

32. U.S. News' methodology penalizes online MBA programs in its rankings if less than 75% of new entrants submit either a GMAT or GRE score. U.S. News has stated that the lack of data for 25% of students or more "likely means the standardized test score is not representative of the entire class." Standardized test scores, of course, are also a sign of the quality of a school's class. Not requiring the test for admission signals that the overall quality of an incoming class could be suspect. These scores have a weight of 10% in U.S. News' rankings formula.

33. TEMPLE reported a 100% rate of GMAT compliance for four (4) years in a row, [2014-2017] during which time it achieved a No. 1 Online MBA ranking by U.S. News.

34. On January 24, 2018, U.S. News removed TEMPLE's Fox School of Business and Management No. 1 ranked OMBA program off its newest rankings [2018] after finding out that TEMPLE had misreported critical data on this program. U.S. News did not address the school's previously reported data that allowed TEMPLE's Online MBA program to attain its No. 1 ranking for what would have been four (4) consecutive years.

35. In early 2018, TEMPLE engaged law firm Jones Day to conduct a comprehensive review of the rankings data and processes utilized in connection therewith by the Fox School of Business and Management.

36. In July 2018, TEMPLE announced that it had misreported certain data to U.S. News pertaining to its OMBA, GMBA, PMBA, HRM, DIM, EMBA and OBBA Programs.

37. For the year 2018, U.S. News moved the Fox School of Business and Management to the "unranked" category and failed to include it in the Best Online MBA Programs rankings and the Best Online MBA Programs for Veteran Rankings.

38. U.S. News has modified its Website to eliminate any references to Fox School of Business and Management rankings for its MBA and OBBA programs from 2015-2018.

39. Thus, in 2018, Fox School of Business and Management and all of its specialty master's degree programs and OBBA program have been designated as "unranked" by U.S. News and other educational rankings organizations.

#### **OMBA CLASS REPRESENTATIVES**

**a. Kyle Smith**

40. Plaintiff SMITH'S deciding factor in enrolling at TEMPLE was its No.1 OMBA ranking for consecutive years.

41. But for TEMPLE'S No.1 ranking, Plaintiff SMITH would have selected another OMBA

program.

42. Plaintiff SMITH was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

43. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff SMITH would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

44. Plaintiff SMITH enrolled in the Fox OMBA program in the Spring 2017 semester. He received his OMBA in May 2018.

45. Plaintiff SMITH completed 48 credits of study and incurred tuition costs of approximately \$60,000.

46. Plaintiff SMITH incurred personal out-of-pocket expenses for Fox OMBA course-related books and online subscriptions.

47. Plaintiff SMITH incurred personal out-of-pocket expenses for meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

48. Plaintiff SMITH incurred personal out-of-pocket expenses for testing fees charged by Examity®, which is an online proctoring solution that gives students the flexibility to take exams remotely. It provides teachers, schools and students with the tools they need to prevent cheating and to preserve integrity.

**b. Ibrahim Fetahi**

49. Plaintiff FETAHI applied to and was accepted by at least one (1) OMBA Program other than TEMPLE'S.

50. Plaintiff FETAHI'S deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

51. But for TEMPLE'S No.1 ranking, Plaintiff FETAHI would have selected another OMBA program.

52. Plaintiff FETAHI was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

53. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff FETAHI would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

54. Plaintiff FETAHI enrolled in the Fox OMBA program in the Fall 2015 semester and received his OMBA in May 2018.

55. Plaintiff FETAHI completed 48 credits of study and incurred tuition costs of approximately \$ 79,776.00.

56. Plaintiff FETAHI has taken private student loans to finance his tuition for the Fox OMBA and immersion programs.

57. Plaintiff FETAHI has incurred application fees, transaction fees and interest charges in connection with the student loans.

58. Plaintiff FETAHI has incurred expenses for Fox OMBA course-related fees and trip expenses for immersion programs.

59. Plaintiff FETAHI incurred personal out-of-pocket expenses for Fox OMBA course-related books and online subscriptions.

60. Plaintiff FETAHI incurred personal out-of-pocket expenses for transportation and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

61. Plaintiff FETAHI incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.



**c. Shawn Wynn**

62. Plaintiff WYNN applied to and was accepted by at least one (1) OMBA Program other than TEMPLE'S.

63. Plaintiff WYNN'S deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

64. But for TEMPLE'S No.1 ranking, Plaintiff WYNN would have selected another OMBA program.

65. Plaintiff WYNN was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

66. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff WYNN would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

67. Plaintiff WYNN enrolled in the Fox OMBA program in the Summer 2016 semester and received his OMBA in May 2018.

68. Plaintiff WYNN completed 48 credits of study and incurred tuition costs of approximately \$60,000.00.

69. Plaintiff WYNN incurred personal out-of-pocket expenses for Fox OMBA course-related books and online subscriptions.

70. Plaintiff WYNN incurred personal out-of-pocket expenses for plane fare and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

71. Plaintiff WYNN incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.

**d. Ara Sardarbegians**

72. Plaintiff SARDARBEGIANS applied to and was accepted by at least one (1) OMBA Program other than TEMPLE'S.

73. Plaintiff SARDARBEGIANS' deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

74. But for TEMPLE'S No.1 ranking, Plaintiff SARDARBEGIANS would have selected another OMBA program.

75. Plaintiff SARDARBEGIANS was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

76. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff SARDARBEGIANS would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

77. Plaintiff SARDARBEGIANS enrolled in the Fox OMBA program in the Spring 2016 semester and received his MBA degree in September 2017.

78. Plaintiff SARDARBEGIANS completed 48 credits of study and incurred tuition costs of approximately \$ 60,000.00.

79. Plaintiff SARDARBEGIANS incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.

80. Plaintiff SARDARBEGIANS incurred personal out-of-pocket expenses for Fox OMBA course-related books and online subscriptions.

81. Plaintiff SARDARBEGIANS incurred personal out-of-pocket expenses for gas, tolls and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

**e. Ryan Fink**

82. Plaintiff FINK'S deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

83. But for TEMPLE'S No.1 ranking, Plaintiff FINK would have selected another OMBA program.

84. Plaintiff FINK was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

85. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff FINK would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

86. Plaintiff FINK enrolled in the Fox OMBA program in the Spring 2017 semester and anticipates receiving his OMBA in May 2019.

87. Plaintiff FINK has completed 36 credits of study and incurred tuition costs of approximately \$ 45,000.00.

88. Plaintiff FINK has incurred personal out-of-pocket expenses for Fox OMBA course-related books and online subscriptions.

89. Plaintiff FINK incurred personal out-of-pocket expenses for transportation expenses and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

90. Plaintiff FINK incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.

**f. Christopher Hamilton**

91. Plaintiff HAMILTON applied to and was accepted by at least one (1) OMBA Program other than TEMPLE'S.

92. Plaintiff HAMILTON'S deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

93. But for TEMPLE'S No.1 ranking, Plaintiff HAMILTON would have selected another OMBA program.

94. Plaintiff HAMILTON was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

95. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff HAMILTON would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

96. Plaintiff HAMILTON enrolled in the Fox OMBA program in the Summer 2016 semester and received his OMBA in May 2018.

97. Plaintiff HAMILTON completed 48 credits of study and incurred tuition costs of approximately \$60,000.00.

98. Plaintiff HAMILTON has incurred personal out-of-pocket expenses for Fox OMBA course-related books and online subscriptions.

99. Plaintiff HAMILTON incurred personal out-of-pocket expenses for meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

100. Plaintiff HAMILTON incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.

**g. John Thompson**

101. Plaintiff THOMPSON'S deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

102. But for TEMPLE'S No.1 ranking, Plaintiff THOMPSON would have selected another

OMBA program.

103. Plaintiff THOMPSON was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

104. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff THOMPSON would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

105. Plaintiff THOMPSON enrolled in the Fox OMBA program in the Summer 2016 semester and received his OMBA in May 2018.

106. Plaintiff THOMPSON completed 48 credits of study and incurred tuition costs of approximately \$ 60,000.00.

107. Plaintiff THOMPSON incurred personal out-of-pocket expenses for Fox OMBA course-related books, online subscriptions and journal articles.

108. Plaintiff THOMPSON incurred personal out-of-pocket expenses for transportation and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

109. Plaintiff THOMPSON incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.

**h. Brett Bonds**

110. Plaintiff BONDS applied to and was accepted by at least one (1) OMBA Program other than TEMPLE'S.

111. Plaintiff BONDS' deciding factor in enrolling at TEMPLE was the prestige associated with its No.1 OMBA ranking for consecutive years.

112. But for TEMPLE'S No.1 ranking, Plaintiff BONDS would have selected another OMBA program.

113. Plaintiff BONDS was willing to pay TEMPLE'S premium per credit rate of tuition, which had a direct correlation to its No.1 OMBA ranking.

114. If TEMPLE had not received a No.1 OMBA ranking, Plaintiff BONDS would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

115. Plaintiff BONDS enrolled in the Fox OMBA program in the Winter 2015 semester and received his OMBA degree in December 2017.

116. Plaintiff BONDS completed 48 credits of study and incurred tuition costs of approximately \$ 60,000.00.

117. Plaintiff BONDS incurred personal out-of-pocket expenses for Fox OMBA course-related books, online subscriptions and journal articles.

118. Plaintiff BONDS incurred personal out-of-pocket expenses for airfare, transportation and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program before his first semester.

119. Plaintiff BONDS incurred personal out-of-pocket expenses for online proctor testing fees charged by Examity®, which enabled him to take exams remotely.

#### **OTHER FOX PROGRAMS' CLASS REPRESENTATIVES**

120. The Fox School of Business and Management degrees include the GMBA, PMBA, EMBA, DIM, HRM and OBBA, which are all AACSB accredited programs. As of May 2016, AACSB has granted business accreditation to 517 schools across the United States.

121. Plaintiff, JEFF FONDA, was accepted in the Fox Global MBA program in or about Fall 2016 and after successfully completing his course of study, received his degree in May 2018. Plaintiff FONDA incurred total tuition costs of approximately \$80,000 to complete the Fox Global MBA program.

122. Plaintiff, IJANAE JACKSON, was accepted in the Fox Part-Time MBA program in or about Fall 2017 and is a candidate to graduate in May 2019. Plaintiff JACKSON has incurred total tuition costs of approximately \$45,000 to date, in her PMBA program.

123. Plaintiff, THOMAS CATLETT, was accepted in the Fox Online BBA program in or about Fall 2015 and is a candidate to graduate in May 2019. Plaintiff Catlett has incurred total tuition costs of approximately \$51,000 to date to complete his OBBA program.

124. Plaintiff, ERIC WEINBERG was accepted in the Fox Executive MBA program in or about Fall 2016 and after successfully completing his course of study, received his degree in May 2018. Plaintiff WEINBERG incurred total tuition costs of approximately \$100,000 to complete the Fox Executive MBA program.

125. A significant factor in Plaintiffs' decisions to enroll at TEMPLE was the prestige associated with Fox School of Business and Management's consistent national ranking among the top Business Schools offering MBA and other programs in the nation.

126. But for TEMPLE'S rankings, Plaintiffs would have selected another ranked program at another school.

127. If Temple's Fox Programs were unranked, they would not have been considered by Plaintiffs.

128. If TEMPLE's Fox Programs had not received ranking, Plaintiffs would not have agreed to pay TEMPLE'S premium per credit rate of tuition.

129. Plaintiffs have incurred personal out-of-pocket expenses for the Fox MBA course-related fees, airfares, food and trip expenses for two (2) mandatory international immersion programs.

130. Plaintiffs have incurred personal out-of-pocket expenses for Fox course-related books and online subscriptions.

### CLASS ACTION ALLEGATIONS

131. This action is brought and may be properly maintained as a Class action pursuant to The Class Action Fairness Act, 28 U.S.C. § 1332(d).

132. This action has been brought and may properly be maintained as a class action against TEMPLE pursuant to the provisions of Rule 23 of the Federal Rule of Civil Procedure, because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

133. Plaintiffs Kyle Smith, Ibrahim Fetahi, Shawn Wynn, Ara Sardarbegians, Ryan Fink, Christopher Hamilton, John Thompson and Brett Bonds bring this action individually and on behalf of all others similarly situated, and seek certification of an OMBA Class, defined as:

All persons who enrolled as students in TEMPLE'S Fox School of Business and Management's Online MBA program ("OMBA") between January 1, 2015 and December 7, 2018.

134. The OMBA Class consists of approximately 968 students.

135. Plaintiffs Jeff Fonda, Ijanae Jackson, Thomas Catlett, and Eric Weinberg bring this action individually and on behalf of all others similarly situated, and seek certification of an Other Fox Programs Class as defined:

All persons who enrolled as students between January 1, 2015 and December 7, 2018 in one of the following programs within TEMPLE'S Fox School of Business and Management:

- (a) Global Master of Business Administration ("GMBA");
- (b) Part-time Master of Business Administration ("PMBA");
- (c) Online Master of Science in Human Resource Management ("HRM");
- (d) Online Master of Science in Digital Innovation in Marketing ("DIM");
- (e) Executive Master of Business Administration ("EMBA"); and



(f) Online Bachelor of Business Administration (“OBBA”).

136. The Other Fox Programs Class consists of approximately 1998 students.

137. This action is properly brought as a class action because each of the proposed Classes is so numerous and geographically dispersed throughout the United States that the joinder of all Class Members is impracticable.

138. This action is properly brought as a class action because the disposition of Plaintiffs’ and proposed Class Members’ claims in a class action will provide substantial benefits to both the parties and the Court.

139. This action is properly brought as a class action because each of the proposed Classes is ascertainable and there is a well-defined community of interest in the questions of law or fact alleged herein since the rights of each proposed Class Member were infringed or violated in the same fashion.

140. This action is properly brought as a class action because there are questions of law and fact common to each of the proposed Classes which predominate over any questions that may affect particular Class Members.

141. Such common questions of law and fact include but are not limited to:

- (i) Whether TEMPLE breached its educational contract with Plaintiffs and members of the proposed Classes;
- (ii) Whether TEMPLE was unjustly enriched by its wrongful acts and conduct;
- (iii) Whether Plaintiffs and Class Members have been harmed and the proper measure of relief;
- (iv) Whether Plaintiffs and Class Members are entitled to an award of attorneys’ fees and expenses; and
- (v) Whether, Plaintiffs and Class Members are entitled to equitable relief, and if so, the nature of such relief.

142. Plaintiffs' claims are typical of the claims of the members of the proposed Classes. Plaintiffs and Class Members have been injured by the same wrongful practices of TEMPLE. Plaintiffs' claims arise from the same practices and conduct that give rise to the claims of all Class Members and are based on the same legal theories.

143. Plaintiffs will fairly and adequately protect the interests of the proposed Classes in that they have no interests antagonistic to those of the other Class Members, and Plaintiffs have retained attorneys experienced in consumer class actions and complex litigation as counsel.

144. A class action is superior to other available methods for the fair and efficient adjudication of this controversy for at least the following reasons:

- (i) Given the size of individual Class Members' claims and the expense of litigating those claims, few, if any, Class Members could afford to or would seek legal redress individually for the wrongs Defendant committed against them and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;
- (ii) This action will promote an orderly and expeditious administration and adjudication of the proposed Class claims, economies of time, effort and resources will be fostered, and uniformity of decisions will be insured;
- (iii) Without a class action, Class Members will continue to suffer damages, and TEMPLE'S violations of law will proceed without remedy while Defendant continues to reap and retain the proceeds of its wrongful conduct; and
- (iv) Plaintiffs are not aware of any difficulty that will be encountered in the management of this litigation which would preclude class certification.

145. TEMPLE, by its agents, servants and employees has access to address and contact information for the Class Members, which may be used for the purpose of providing notice of the class action.

146. Plaintiffs seek damages and equitable relief on grounds generally applicable to each of the proposed Classes.

147. A class action is a superior and cost-effective method for the fair and efficient adjudication of the present controversy and there would accrue enormous savings to both the Courts and the proposed Classes in litigating the common issues on a class-wide basis, instead of on a repetitive individual basis.

148. The prosecution of separate actions by individual members of the proposed Classes would run the risk of inconsistent or varying adjudications, which would (a) establish incompatible standards of conduct of Defendant in this action and (b) create the risk that adjudications with respect to individual members of the sub-classes would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. Prosecution as a class action will eliminate the possibility of repetitious litigation.

**FIRST COUNT**  
**(Individual and Class Breach of Contract)**

149. Plaintiffs re-allege and incorporate by reference each of the allegations contained in the preceding paragraphs above, as if fully set forth herein.

150. The law recognizes that there is an educational contractual relationship between student and college, university or trade school.

151. Each Plaintiff accepted TEMPLE'S offer to provide certification leading to a Degree and entered into an agreement to attend TEMPLE'S Fox School of Business and Management in exchange for the payment of agreed upon tuition and fees.

152. TEMPLE agreed to provide each Plaintiff with the necessary course work, instruction and training, in a specified time frame, whereby each Plaintiff would be eligible to earn certification for a degree, upon their successful completion of required courses.

153. The subject contract imposed upon each party a duty of good faith and fair dealing in its

performance and its enforcement, by embracing a pledge that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract.

154. Plaintiffs and members of each of the proposed Classes performed their obligations under the contract and complied with their duty of good faith and fair dealing.

155. TEMPLE had a duty of good faith and fair dealing not to take opportunistic advantage of the Plaintiffs and members of each of the proposed classes, in a way that could not have been contemplated at the time of entering into the contract.

156. TEMPLE breached this duty of good faith and fair dealing.

157. TEMPLE had a duty of good faith and fair dealing to act in accordance with the agreed common purpose and consistent with the justified expectations of Plaintiffs and members of each of the proposed Classes.

158. TEMPLE breached this duty of good faith and fair dealing.

159. TEMPLE breached its educational agreement with each Plaintiff and members of each of the proposed Classes by misreporting data to educational ranking organizations that were used to calculate the Best Programs.

160. TEMPLE breached its educational agreement with each Plaintiff and members of each of the proposed Classes by representing to U.S. News and other educational ranking services that its programs possessed certain characteristics, qualifications, requirements, benefits, and levels of attainment that were known not to actually exist at the time reported.

161. Plaintiffs and members of each of the proposed Classes reasonably relied upon the fact that TEMPLE would truthfully and accurately submit information and critical data to U.S. News and other organizations that ranked U.S programs.

162. Plaintiffs and members of each of the proposed Classes had no means of knowing or learning that TEMPLE was engaged in misreporting data to educational ranking organizations.

163. If Plaintiffs and/or members of each of the proposed Classes had knowledge of TEMPLE'S misreporting of data and deceptive practices described herein, they would not have applied for admission to TEMPLE'S programs.

164. If Plaintiffs and/or members of each of the proposed Classes had knowledge of TEMPLE'S misreporting of data and deceptive practices described herein, they would not have agreed to pay TEMPLE premiums for tuition, fees and costs.

165. TEMPLE'S above-described breaches of the educational agreement have raised grave concerns about the value and legitimacy of a TEMPLE degree.

166. TEMPLE'S above-described breaches of the educational agreement have raised grave concerns about the integrity of TEMPLE'S Administration and the long-range impact on the school's reputation, prestige and peer ratings.

167. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have been damaged and sustained pecuniary injury.

168. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained damages for loss of the benefit of the bargain, equal to what Plaintiffs would have received, if the representations to U.S. News had been true.

169. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained out-of-pocket damages for the incremental difference between the tuition and fees TEMPLE actually charged to Plaintiffs

and members of each of the proposed Classes, and the amount of tuition and fees they would have paid had they enrolled in other unranked programs.

170. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained consequential damages in the nature of application fees, transaction fees and interest charges in connection with student loans.

171. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained consequential damages in the nature of the costs incurred for course-related books and online subscriptions.

172. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained consequential damages in the nature of expenses incurred for airfare, transportation and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program first semester study.

173. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained consequential damages expenses incurred for online proctor testing fees.

174. By reason of TEMPLE'S above-described breaches of the educational agreement, Plaintiffs and members of each of the proposed Classes have sustained consequential damages expenses incurred for fees and trip expenses for immersion programs in foreign countries.

175. As a proximate result of the above-described breaches of the educational agreement, TEMPLE is liable to Plaintiffs and members of each of the proposed Classes for reasonable attorney's fees and the costs of this litigation.

**SECOND COUNT**  
**(Individual and Class Unjust Enrichment)**

176. Plaintiffs incorporate by reference, each of the allegations contained in the preceding paragraphs above, as if fully set forth herein.

177. At all relevant times, TEMPLE knew that the misreporting of critical data to U.S News and other ranking organizations was necessary for it to improve and maintain its U.S. News rankings.

178. TEMPLE knew that its rankings from U.S. News provided significant leverage to enable the school to increase enrollment in its program offerings.

179. TEMPLE knew that its rankings from U.S. News provided significant leverage to enable the school to increase tuition rates and fees for its program offerings.

180. TEMPLE knew that its failure to achieve high rankings from U.S. News was likely to make a difference in the purchasing decisions of prospective applicants to TEMPLE'S programs.

181. Plaintiffs and members of each of the proposed Classes paid a premium for tuition and other fees to attend TEMPLE's programs based on their U.S. News rankings, and did not receive what they bargained for.

182. TEMPLE'S actions and conduct, as described herein, was immoral, unethical, and unscrupulous.

183. As a result of the foregoing, TEMPLE was enriched, at Plaintiffs' expense, by TEMPLE'S wrongful conduct and actions, and accordingly, it is against equity and good conscience to permit TEMPLE to retain such enrichment.

184. TEMPLE is required to make restitution to Plaintiffs and members of each of the proposed Classes.

185. It would be inequitable and unjust for TEMPLE to retain the benefits without payment

of value to Plaintiffs and members of each of the proposed Classes.

186. By reason of the foregoing, Plaintiffs and members each of the proposed Classes have sustained damages in an amount to be determined at trial.

**THIRD COUNT**  
**(Individual Consumer Protection Law Claims)**

187. Plaintiffs incorporate by reference, each of the allegations contained in the preceding paragraphs above, as if fully set forth herein.

188. TEMPLE is in the business of marketing and delivering educational services and Degrees to the general public.

189. Plaintiffs, as students, are consumers of educational services.

190. TEMPLE, an educational institution, is subject to the same laws, both statutory and common law, that govern other purveyors of goods and services in Pennsylvania.

191. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, (“CPL”) defines “unfair or deceptive acts or practices” by listing twenty (20) specific examples and then including a “Catchall” definition barring “any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.” 73 P.S. § 201-2(4).

192. TEMPLE violated the CPL by engaging in “unfair methods of competition” and “unfair or deceptive acts or practices,” specifically proscribed by the statute, affecting transactions with each Plaintiff.

193. TEMPLE violated CPL § 201-2 (4)(ii) by causing likelihood of confusion or of misunderstanding to each Plaintiff, as to the legitimacy of its programs.

194. TEMPLE violated CPL § 201-2 (4)(iii) by causing likelihood of confusion or of misunderstanding to each Plaintiff as to the validity of its certification and rankings of its programs by the U.S. News and other educational ranking services.



195. TEMPLE violated CPL § 201-2 (4)(v) by representing to U.S. News and other educational ranking services that its programs possessed certain characteristics, qualifications, requirements, benefits, and levels of attainment that were known not to actually exist at the time reported.

196. TEMPLE violated CPL § 201-2 (4)(vii) by representing that its programs were of a particular standard, quality or grade, under circumstances in which it knew that such representations and reporting were not true at the time made to ranking organizations.

197. At all relevant times, TEMPLE knew that its Fox programs' rankings by U.S. News were based upon misreported data and deceptive reporting practices it employed.

198. TEMPLE'S unfair competition and deceptive practices, as described above, actually deceived or had the tendency to deceive a substantial segment of its student body, including Plaintiffs.

199. At all relevant times, TEMPLE knew that the misreporting of certain critical data to U.S. News and other ranking organizations was necessary for it to retain its U.S. News rankings for its Fox Programs.

200. TEMPLE knew that its rankings from U.S. News provided significant leverage to enable the school to increase enrollment in its Fox Programs.

201. TEMPLE knew that its failure to achieve high rankings from U.S. News was likely to make a difference in the purchasing decisions of prospective applicants to TEMPLE'S Fox Programs.

202. Plaintiffs reasonably relied upon the fact that TEMPLE would truthfully and accurately submit information and critical data to U.S. News and other organizations that ranked U.S. programs.

203. Plaintiffs had no means of knowing or learning that TEMPLE was engaged in the unfair methods of competition and deceptive acts or practices described herein.

204. If Plaintiffs had knowledge of TEMPLE'S unfair methods of competition and deceptive acts or practices described herein, they would not have applied for admission to TEMPLE'S Fox Programs.

205. Plaintiffs each relied upon the apparent legitimacy of TEMPLE'S programs, to their pecuniary detriment and irreparable damage to their educational pedigree.

206. TEMPLE'S CPL violations, as described herein were immoral, unethical, and unscrupulous.

207. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss, due to the CPL violations alleged.

208. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered loss of the benefit of the bargain, equal to what Plaintiffs would have received, if the representations underlying TEMPLE'S rankings, had been true.

209. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss for damages measured by the incremental difference the tuition and fees TEMPLE actually charged to Plaintiffs and the amount of tuition and fees they would have paid had they enrolled in other unranked programs.

210. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss in the nature of expenses incurred for application fees, transaction fees and interest charges in connection with the student loans.

211. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss in the nature of the costs incurred for Fox course-related books

and online subscriptions.

212. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss in the nature of expenses incurred for airfare, transportation and meals in connection with TEMPLE Fox School of Business and Management's mandatory one (1) week residency program for first semester study.

213. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss for expenses incurred for online proctor testing fees.

214. TEMPLE'S CPL violations, as described herein, have directly caused each Plaintiff to have suffered ascertainable loss for expenses incurred for fees and trip expenses for immersion programs in foreign countries.

215. OMBA Plaintiffs each paid a premium to attend TEMPLE, a purported No.1 ranked program and did not receive what they bargained for.

216. Plaintiffs in the Other Fox Programs paid a premium to attend TEMPLE, for purported ranked programs and did not receive what they bargained for.

217. The ascertainable loss sustained by each Plaintiff, as a proximate result of TEMPLE'S CPL violations described herein, include perceived diminution in the academic value of a TEMPLE degree and reduced opportunities in the workplace for recipients thereof.

218. As a proximate result of TEMPLE'S CPL violations, TEMPLE is liable to each Plaintiff for compensatory damages.

219. As a proximate result of TEMPLE'S CPL violations, TEMPLE is liable to each Plaintiff for consequential damages.

220. As a proximate result of TEMPLE'S CPL violations, TEMPLE is liable to each Plaintiff for treble damages.

221. As a proximate result of TEMPLE'S CPL violations, TEMPLE is liable to each Plaintiff for reasonable attorney's fees and the costs of this litigation.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, Individually and on behalf of all others similarly situated, pray for Judgment as follows:

(a) Certifying the claims in Counts I and II as a Class Action, with Plaintiffs as Class representatives for each of their respective Classes, and their attorneys as Class counsel for all Classes;

(b) Awarding Judgment to Plaintiffs and members of each of the Classes for all available monetary damages and other relief under the FIRST COUNT asserted;

(c) Awarding Judgment to Plaintiffs and members of each of the Classes for all available monetary damages and other relief under the SECOND COUNT asserted;

(d) Awarding Judgment to Plaintiffs for all available monetary damages and other relief under the THIRD COUNT asserted;

(e) Awarding Plaintiffs and members of each of the Classes their costs and disbursements, including reasonable attorney's fees;

(f) Awarding Plaintiffs and members of each of the Classes pre-judgment and post-judgment interest;

(g) Granting such other and further relief as may be deemed just and proper in the premises.

Dated: December 21, 2018

Respectfully submitted,

By: /s/ Jason T. Brown  
Jason T. Brown

BROWN, LLC (formerly JTB LAW  
GROUP, LLC)  
111 Town Square Place, Suite 400  
Jersey City, NJ 07310  
T: 877-561-0000  
F: 855-582-5297  
jtb@jtblawgroup.com

Steven Bennett Blau  
Shelly A. Leonard  
BLAU LEONARD LAW GROUP, LLC  
23 Green Street, Suite 303  
Huntington, NY 11743  
631-458-1010  
sblau@blauleonardlaw.com  
sleonard@blauleonardlaw.com

*Attorneys for Plaintiffs*

George Bochetto  
BOCHETTO & LENTZ  
1524 Locust Street  
Philadelphia, PA 19102  
Tel: (215) 735-3900  
gbochetto@bochettoandlentz.com

*Attorneys for EMBA Students*