

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

JANE DOE, individually and on behalf of all
others similarly situated,

Case Number: _____

Plaintiff,

v.

JURY TRIAL DEMANDED

BRADLEY UNIVERSITY, an Illinois not-
for-profit corporation,

Defendant.

CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiff Jane Doe, individually and on behalf of all others similarly situated (the “Class”), alleges the following based upon personal knowledge as to herself, and upon information, belief and the investigation of her counsel as to all other matters, brings this class action against Defendant Bradley University (“Bradley”), and alleges as follows:

I. INTRODUCTION

1. This class action seeks a prorated disgorgement of the unearned profits from the Spring 2020 Semester. Bradley unjustly profited by withholding collected sums during the COVID-19 pandemic by failing to issue any refunds or other reimbursements to Plaintiff and the Class where it (a) failed to provide any classes at all for one week (March 23, 2020 - March 29, 2020) of the 15-week Spring 2020 Semester; (b) closing on-campus facilities, services, technologies and events for much of the Spring 2020 Semester (March 23, 2020 - May 15, 2020); and (c) changing in-person classroom instruction to an online only format for nearly 50% of the Spring 2020 Semester (March 30, 2020 - May 15, 2020). Bradley’s decision to take these actions to the detriment of its student body in response to COVID-19 pandemic was unjust where it

accepted and retained full tuition and mandatory fees for the entire 15 weeks of in-classroom instruction and use of on-campus facilities, resources, and services.

2. Plaintiff and the Class entered into a contractual agreement for the Spring 2020 Semester with Bradley, the terms of which are set forth in the 2019-2020 Undergraduate Catalog (“Catalog”), where Bradley agreed to provide 15 weeks of in-person classroom instruction, and the use of on-campus facilities, resources, opportunities, events, and technologies in exchange for payment by Plaintiff and the Class in the form of tuition and mandatory fees. In fact, the Catalog itself declares that it is the governing contract between students and Bradley, “[t]his catalog serves as a contract between a student and Bradley University.”¹

3. Despite Bradley sending students home and closing its campus, Bradley continued to charge Plaintiff and the Class for tuition and mandatory fees as instruction and services were being provided and continuing to reap the financial benefit of millions of dollars from students. While Plaintiff and the Class contracted and paid Bradley for a comprehensive academic experience, Bradley provided Plaintiff and the Class something far less: a limited online experience presented by Google or Zoom, void of face-to-face faculty and peer interaction, separated from program resources, and barred from facilities vital to study. Plaintiff and the Class did not bargain for such an experience in their contracts with Bradley.

4. As a result of Bradley’s breach of contract, Plaintiff and the Class have been financially damaged by Bradley. They did not receive the full value of services paid under their contracts with Bradley, and lost the benefit of their bargain and/or suffered out-of-pocket losses, and are entitled to recover compensatory damages.

¹<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/> (Last visited: July 10, 2020).

II. JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1332(d), because at least one Class member is of diverse citizenship from one Defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest, and costs. This Court also has supplemental jurisdiction over the state law claims alleged herein pursuant to 28 U.S.C. §1367.

6. The Court has personal jurisdiction over Defendant because it maintains its principal place of business in this District.

7. Pursuant to 28 U.S.C. §1391(b)(1), venue is proper in this District because Defendant resides in this District and is a resident of Illinois.

III. PARTIES

8. Plaintiff Jane Doe is a resident and citizen of the State of Illinois. Plaintiff is enrolled as an undergraduate nursing major at Bradley.

9. Defendant Bradley is a private university organized under the Illinois General Not for Profit Corporation Act, 805 ILCS, *et seq.*, with its principal place of business in Peoria, Illinois.

IV. FACTUAL ALLEGATIONS

A. Bradley's Marketing

10. Bradley is a private, non-profit college that has 5,400 undergraduate and graduate students in more than 185 academic programs located in Peoria, Illinois.

11. While many colleges and universities nationwide offer and highlight remote learning capabilities as a primary component of their efforts to provide educational value, such as Western Governors University, Southern Hampshire University, and University of Phoenix-Arizona, Bradley is not such a school.

12. Instead, Bradley focuses its marketing and recruiting efforts on the on-campus experiences it offers along with a personalized in-person classroom experience, citing a 12-to-1 student-to-faculty ratio to accomplish such personal interactions and collaborations.²

13. For example, Bradley attracts students by marketing, “[o]pportunities and resources of a larger university and the personal attention and exceptional learning experience of a smaller university.”³ Bradley further boasts about the individualized in-person experience it offers to students:

We are a community that ensures student access to an individualized learning experience. This is characterized by broad opportunities for students to marry their passions and skills, by innovative academic programming, and by an exceptional level of engagement between students, staff and faculty, such that all students acquire the skills and dispositions essential to purposeful and productive living.⁴

14. As another example, on Bradley’s website for its mission statement, Bradley highlights the hands-on individualized attention that it markets:

We are a community that prioritizes academic excellence by nurturing critical inquiry, research, creativity and technical skills development. We work collaboratively to engage learners in high-impact practices, in scholarship, and in leadership development opportunities in order to foster lives of purpose and advance a better world.⁵

15. Bradley further markets the opportunities its small campus and in person instruction offers to its students:

Mid-Sized. Big Difference. When you choose Bradley University, you don’t have to choose between the activities and resources of a larger university and the personal attention and exceptional learning experiences of a smaller college. Our size- about 5,400 students- gives you the best of both worlds.”⁶

² <https://www.bradley.edu/> (Last visited: July 10, 2020).

³ <https://www.bradley.edu/> (Last visited: July 10, 2020).

⁴ <https://www.bradley.edu/about/mission/> (Last visited: July 10, 2020).

⁵ <https://www.bradley.edu/about/mission/> (Last visited: July 10, 2020).

⁶ <https://www.bradley.edu/> (Last visited: July 10, 2020).

16. Further marketing efforts focus on Bradley's facilities to highlight the on-campus experiences Bradley provides to students on-campus:

Whether it's a snack in Michel Student Center, a concert at Renaissance Coliseum, games with friends at Late Night BU, multicultural activities or a student organization service project, Bradley University's campus is always busy with fun activities.⁷

The Markin Family Student Recreation Center features a swimming pool, indoor track, basketball courts, rock climbing wall, fitness classes, racquetball and more. Intramurals, club sports and fitness classes are available throughout the year.⁸

1. Jane Doe's Recruitment to Bradley

17. Plaintiff desired to be a nurse after college education.

18. While in high school, Plaintiff researched more about Bradley to see if that was truly the university that would be best for her career goals. While reviewing Bradley's website and making an on-campus visit, Plaintiff was given assurances and evidence of the level of hands-on in-person learning and small class sizes Bradley offered to its students. Particularly, Plaintiff was promised in Bradley's marketing that it would provide on-campus facilities and technologies that offer students the chance to work hands-on with state-of-the-art equipment with the oversight of in-person classroom instructors.

19. Plaintiff was also promised that Bradley would provide in-person networking opportunities, student organizational events, and other on and off campus activities sponsored by Bradley.

20. Plaintiff's intended pursuit of a degree in nursing would be well realized in the environment that was represented to her on Bradley's marketing materials and on her in-person tour of Bradley. Plaintiff decided that for the reasons explained above, she would apply to Bradley.

⁷ <https://www.bradley.edu/campuslife/> (Last visited: July 10, 2020).

⁸ <https://www.bradley.edu/campuslife/> (Last visited: July 10, 2020).

21. Plaintiff and her family received an acceptance letter from Bradley, and Plaintiff choose to attend Bradley starting with the Fall 2019 semester.

B. Plaintiff and Class Members Contracted with Bradley to Provide In-Person Classroom Instruction and Access to all On-Campus Facilities, Resources, Technologies, and Events

22. Plaintiff and the Class entered into a contractual agreement with Bradley where Plaintiff and the Class would provide payment in the form of tuition and mandatory fees to Bradley, and in exchange, Bradley would provide in-person classroom instruction, and access to on-campus facilities, resources, technologies, and events for the Spring 2020 Semester, which was January 22, 2020 through May 15, 2020.

23. The terms of the contractual agreements between Plaintiff and the Class with Bradley were set forth in publications from Bradley, including the Catalog. The Catalog, for both undergraduate and graduate students, is clear that it is the governing contract between Plaintiff and Class Members and Bradley for the Spring 2020 Semester:

This is the official catalog for the 2019-2020 academic year. **This catalog serves as a contract between a student and Bradley University.** Should changes in a program of study become necessary prior to the next academic year every effort will be made to keep students advised of any such changes via the Dean of the College or Chair of the Department concerned, the Registrar's Office, u.Achieve degree audit system, and the Schedule of Classes. It is the responsibility of each student to be aware of the current program and graduation requirements for particular degree programs.⁹

Exhibit A (emphasis added).

24. The Catalog contains the following categories of content:

General Information	
Bradley University	Our Vision and Mission
Founding of Bradley	Academic Calendar (On Campus)

⁹<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/> (Last visited: July 10, 2020).

Fields of Study	Accreditation
Fees and Expenses	Financial Assistance
Housing	Safety and Security
Faculty	Emeritus
Academic Regulations	
Registration	Undergraduate Leave of Absence Policy
Credit Taken in Residence at Bradley	All-University Degree Requirements
Non-Resident Credit	Majors, Concentrations, and Minors
Grades	Academic Ombudsman
Undergraduate Scholastic Probation, Dismissal, and Forgiveness Policies	Breach of Academic Integrity
Graduation	University Student Grievance Policy
Miscellaneous University Regulations	
Admissions	
Freshman	Former Bradley Students
Students Not Pursuing a Degree	Transfer Admission
Illinois Articulation Initiative	International Students
Credit by Examination	
Special Academic Programs	
Academic Exploration Program (AEP)	Military Science
The University Experience course (EHS 120)	
Student Involvement	
Campus Recreation and Athletic Facilities	Event Services
Student Activities <ul style="list-style-type: none"> o Fraternity and Sorority Life o The Lewis J. Burger Center for Leadership and Service 	Campus Programming
Student Government	Student Organizations
Student Affairs	
Student Affairs	Diversity and Inclusion
Health Services/Counseling Center	Off-Campus Properties
Residential Living and Student Conduct	Smith Career Center
Springer Center for Internships	Student Involvement
Student Support Services	
Other Services	
Bradley University Bookstore	Computing Services
Learning, Design and Technology	
Foster College Of Business	
Foster College of Business	BUS Courses

Accounting	Accounting Courses
Economics	Economics Courses
Entrepreneurship, Technology, and Law	Entrepreneurship, Technology, and Law Courses
Finance	Finance Courses
International Business Program	International Business Courses
Management and Leadership	Management and Leadership Courses
Marketing	Marketing Courses
Slane College Of Communications And Fine Arts	
Slane College of Communications and Fine Arts	CFA Courses
Fine Arts Minor	Art and Design
Art and Design Courses	Communication
Communication Courses	General Studies Major in Communications and Fine Arts
Interactive Media	Interactive Media Courses
Music	Music Courses
Theatre Arts	Theatre Courses
College of Education and Health Sciences	
College of Education and Health Sciences	EHS Courses
Education, Counseling, and Leadership	Education, Counseling, and Leadership Courses
Family and Consumer Sciences	Family and Consumer Sciences Courses
Health Science	Health Science Courses
Minor in Health	Minor in Leadership
Nursing	Nursing Courses
Title II Report Card	
Caterpillar College of Engineering and Technology	
Caterpillar College of Engineering and Technology	EGT Courses
Civil Engineering	Civil Engineering Courses
Construction	Construction Courses
Electrical and Computer Engineering	Electrical Engineering Courses
Industrial Engineering	Industrial and Manufacturing Engineering (IME) Courses
Manufacturing Engineering	Manufacturing Engineering Technology
Manufacturing Engineering Technology (IMT) Courses	Mechanical Engineering
Mechanical Engineering Courses	Minors (IMET)
College of Liberal Arts and Sciences	
College of Liberal Arts and Sciences	LAS Courses
SCI Courses	African-American Studies

African-American Studies Courses	Anthropology
Anthropology Courses	Asian Studies
Astronomy Courses	Biology
Biology Courses	Chemistry and Biochemistry
Chemistry Courses	Computer Science and Information Systems
Computer Science Courses	Computer Information Systems Courses
Criminology	Criminology Courses
Economics (LAS)	Economics Courses (FCB)
English	English Courses
Environmental Science Program	Environmental Science Courses
Ethics Minor	European Studies Program
Geological Sciences Courses	History
History Courses	Interdisciplinary Major Program
Institute of International Studies	International Studies Courses
Latin American Studies	Mathematics
Mathematics Courses	Medical Laboratory Science Program
Neuroscience Minor	Neuroscience Courses
Philosophy	Philosophy Courses
Physics	Physics Courses
Political Science	Political Science Courses
Legal Studies Minor	Pre-Law Courses
Psychology	Psychology Courses
Religious Studies	Religious Studies Courses
Sociology	Sociology Courses
Social Work	Social Work Courses
Sustainability Minor	Western Civilization Courses
Women's and Gender Studies Program	Women's and Gender Studies Courses
World Languages and Cultures	World Languages Courses
Turner School Of Entrepreneurship And Innovation	
Minor in Entrepreneurship and Innovation	Entrepreneurial Scholar
SEI Courses	

25. The entire graduate and undergraduate Catalog comprise the terms and conditions of the contract between Plaintiff and the Class and Bradley.

26. When Plaintiff and the Class entered into a contractual agreement with Bradley to provide in-person classroom instruction, and access to on-campus facilities, resources, technologies, and events for the Spring 2020 Semester, Plaintiff and Class Members viewed the Catalog to make specific course selections prior to registering and paying for those selected

courses. Plaintiff and Class Members also viewed the Catalog to view what on-campus facilities, resources, technologies, and student organizations were offered for the Spring 2020 Semester prior to paying tuition and mandatory fees for those amenities.

27. Plaintiff was a freshman nursing major for the Spring 2020 Semester. Thus, while making specific course sections for the Spring 2020 Semester, Plaintiff viewed the Catalog and went to the College of Education and Health Services Category, and clicked on the subcategory titled Nursing:¹⁰

College of Education and Health Sciences

- College of Education and Health Sciences
- EHS Courses
- Education, Counseling, and Leadership
- Education, Counseling, and Leadership Courses
- Family and Consumer Sciences
- Family and Consumer Sciences Courses
- Health Science
- Health Science Courses
- Minor in Health
- Minor in Leadership
- Nursing
- Nursing Courses
- Title II Report Card

28. While under the Nursing subcategory, Plaintiff viewed the classes required by Bradley for a nursing degree:

¹⁰<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/> (Last visited: July 10, 2020).

Bachelor Of Science In Nursing (BSN) Requirements

Freshman Year

First Semester

- COM 103 Oral Comm. Process - 3 hrs.
- PSY 101 Principles of Psychology - 3 hrs.
- CHM 100 Fund. of Gen. Chemistry. - 3 hrs.
- CHM 101 Fund. of Gen. Chemistry Laboratory - 1 hr.
- BIO 111 Cell Biology - 3 hrs.
- MTH 111 Elementary Statistics - 3 hrs.

16 hours

Second Semester

- ENG 101 Composition - 3 hrs.
- CHM 162 Fundamentals of Organic Chemistry and Biochemistry - 4 hrs.
- BIO 202 Microbiology and Immunology - 4 hrs.
- SOC 100 Sociological Perspective - 3 hrs.
- NUR 391 Medical Terminology – 1 hr.

29. After viewing the required courses for Nursing, Plaintiff registered for those courses in the Catalog by going to the Academic Regulations category in the Catalog and clicking on the Registration subcategory:¹¹

¹¹<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/> (Last visited: July 10, 2020).

Academic Regulations

- Registration
- Undergraduate Leave of Absence Policy
- Credit Taken in Residence at Bradley
- All-University Degree Requirements
- Non-Resident Credit
- Majors, Concentrations, and Minors
- Grades
- Academic Ombudsman
- Undergraduate Scholastic Probation, Dismissal, and Forgiveness Policies
- Breach of Academic Integrity
- Graduation
- University Student Grievance Policy
- Miscellaneous University Regulations

30. The Catalog also includes a category titled Student Involvement and Student Affairs, whose subcategories describes Bradley's facilities, resources, services, and events offered for Spring 2020 Semester:

Student Affairs

- Student Affairs
- Diversity and Inclusion
- Health Services/Counseling Center
- Off-Campus Properties
- Residential Living and Student Conduct
- Smith Career Center
- Springer Center for Internships
- Student Involvement
- Student Support Services

Student Involvement

- Campus Recreation and Athletic Facilities
- Event Services
- Student Activities
 - Fraternity and Sorority Life
 - The Lewis J. Burger Center for Leadership and Service
- Campus Programming
- Student Government
- Student Organizations

31. For example, the Campus Recreation and Athletic Facilities subcategory describes some of the facilities available that were supposed to be available to Plaintiff and the Class during the Spring 2020 Semester as part of the "Activity Fee" charged to Plaintiff and the Class:

Campus Recreation provides a variety of programs to meet the recreational needs of all students. The Markin Family Student Recreation Center is a multi-use indoor facility. The center provides opportunities for intramural events, sports and fitness classes, and unscheduled, informal activity. It has exercise and fitness equipment, an indoor pool, two racquetball courts, a rock climbing wall that stands 46 feet, a bouldering wall, a Multi-Activity Court (MAC court), a 1/8-mile running/walking track, and a juice bar. It has four basketball courts for intramural and recreational games and a championship court, which seats about 300 and will be used for, among other things, hosting championship intramural events. The intramural sports calendar includes 25 different events.¹²

32. The Health Services/ Counseling Center subcategory in the Catalog describes what health services were available for the Spring 2020 Semester that the Health Fee charged to Plaintiff and the Class funds:

Student Health Services is an outpatient clinic that provides service to enrolled Bradley students who experience health problems. Students are assisted through advisement, treatment, consultations with health providers, and referral for extended treatment if necessary. While there is no charge for most on-site treatment, services provided through referral to outside agencies are charged by that care provider and are the student's financial responsibility. The Center's qualified staff of physicians, psychiatrist, counselors, and nurses is located in modern treatment offices in the Markin Center. They provide a point-of-entry for all university students to receive health care both at the Center and in the Peoria community. Professional counselors and supportive staff are trained to work with Bradley students in their growth and total development—social, emotional, intellectual, physical, spiritual, and occupational—as well as the environment in which they live.¹³

33. Other subsections of the Catalog reference the in-person nature of each of Bradley's Spring 2020 Semester course offerings. The "Bradley University" subsection asserts that, "[t]he Wall Street Journal/Times Higher Education continues to recognize Bradley among the top 15 schools in the U.S. for student engagement."¹⁴

¹² <https://www.bradley.edu/academic/undergradcat/20192020/overview-sarec.dot> (Last visited: July 10, 2020).

¹³ <https://www.bradley.edu/academic/undergradcat/20192020/overview-sa-health-services.dot> (Last visited: July 10, 2020).

¹⁴ <https://www.bradley.edu/academic/undergradcat/20192020/overview-budescription.dot> (Last visited: July 10, 2020).

34. Finally, the Catalog provides how much it was going to cost Plaintiff and the Class in tuition and mandatory fees for the Spring 2020 Semester. Bradley assesses tuition and fees depending on the student's course of studies. For example, for the Spring 2020 Semester for undergraduate students, the Catalog contained the following tuition and fees:

Tuition and Fees

Undergraduate Tuition

Full Time Charges 2019-2020

Tuition (12-16 credit hours per semester)	\$34,200
Room and Board	\$10,940
Activity and Health Fee	\$410
TOTAL	\$45,550

These expenses comprise the direct costs of attending Bradley University. Some courses may require additional course fees. Credit hours in excess of 16 per semester result in additional charges of \$800/hr. The amount you will spend on books and supplies, transportation, and personal expenses, will average an additional \$3,440.

Other Fees

Activity fee

- \$85/sem. - all undergraduate students with 9 hours or more
- \$25/sem. - all graduate students except Doctor of Physical Therapy and Executive MBA

Health fee

- \$112/sem. (for all students with 7 hours or more)

Applied music fee

- Full-time students \$180; part-time students \$280 per hour.

Engineering tuition surcharge

- A surcharge of \$50 per semester hour will be assessed for all classes taught under the direction of the College of Engineering and Technology.

Nursing Simulation

- A surcharge of \$50 per course will be assessed on the following courses: NUR 203, 207, 307, 309, 315, 317, 403, 409, 411, 413, 417.

Class and lab fees

- Please consult your instructor regarding various additional fees (e.g. art fees, chemistry breakage fees, etc.)

35. For Spring 2020 Semester graduate students, Bradley imposed the following tuition and fees:

Graduate Student Enrollment Fee

Any admitted graduate student (on-campus) full or part time is required to pay a \$100 (non-refundable) enrollment fee to secure a place for the incoming semester. From this, \$25 will be paid towards the student's first-semester student activity fee.

Payments should be submitted by July 1 (for fall semester) or December 1 (for spring semester). If you are admitted after this deadline, your payment is due no later than two weeks from the date posted on your acceptance letter.

2019-2020 Tuition**Traditional Graduate Programs 2019-2020**

Tuition	\$910/sem. hr.
Activity Fee	\$50/yr. (\$25/sem.)

Doctor of Physical Therapy—June 2020 Cohort

Tuition	\$75,000
	(\$25,000/yr.)

Executive MBA—Fall 2019 Cohort

Tuition	\$68,000
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36. Such tuition and mandatory fees charged by Bradley to graduate and undergraduate students are significantly higher than online only programs, including, upon information and belief, the limited online programs Bradley currently offers.

37. Schools delivering an online-only educational experience assess significantly discounted rates for delivering such educational services:

Western Governor University¹⁵

Tuition (per semester) - \$3,225
 Resource Fee - \$145
 Program Fee- \$0

Southern New Hampshire University¹⁶

Tuition (per semester) - \$4,800
 Graduation Fee (one time) - \$150

¹⁵ <https://www.wgu.edu/financial-aid-tuition/tuition-business-degrees.html> (Last visited: July 10, 2020).

¹⁶ <https://www.snhu.edu/tuition-and-financial-aid/online> (Last visited: July 10, 2020).

38. Another example of the substandard nature of online education as compared to the in-person instruction is evident from the University of Miami professor who had a pornographic website purporting to feature college women open in his web browser during a virtual lecture.¹⁷

C. Bradley Billed Plaintiff for Spring 2020 Semester Tuition and Mandatory Fees

39. After Plaintiff registered for her Spring 2020 Semester classes, Bradley sent Plaintiff a bill for Spring 2020 Semester tuition and mandatory fees, which is part of the contract between Plaintiff and Bradley:

Tuition	\$17,100.00
Course Surcharges	\$25.00
Activity Fee	\$85.00
Health Fee	\$120.00
Meal Plan- 120 Block Meals	\$2,305.00
Double Room Rate UNI	\$3,165.00
Payment Plan Deferment Charge	\$274.50
Subtotal:	\$23,074.50

(Plaintiff's Spring 2020 Semester bill).

40. As the Spring 2020 Semester bill evidences, Bradley charged Plaintiff and Class Members: (a) an \$85 Activity Fee to fund on-campus facilities, resources, technologies, and events; (b) a \$120 Health Fee for use of on-campus health services and facilities; and (c) a \$25 Course Surcharge.

41. Certain undergraduate and graduate classes at Bradley possess a mandatory Course Surcharge. For the Spring 2020 Semester, Plaintiff enrolled in an on-campus, in-person lab that had a \$25 mandatory Course Surcharge for enrollment.

42. Plaintiff paid her Spring 2020 Semester bill for tuition and mandatory fees in full.

¹⁷ <https://www.nbcnews.com/news/us-news/university-miami-professor-resigns-after-reportedly-sharing-porn-bookmark-zoom-n1195746> (Last visited: July 10, 2020).

D. Spring 2020 Semester

43. Bradley provided Plaintiff the in-person instruction, on-campus facility, resource, and events use that it promised to provide Plaintiff and the Class in its Catalog contract and in its marketing materials for the first portion of the Spring 2020 Semester.

44. However, once in the middle of the Spring 2020 Semester, Bradley failed to provide those things that it marketed, contracted, and sold to Plaintiff and the Class.

45. Plaintiff and the Class contracted with Bradley to provide in-person classroom instruction and access to on-campus facilities, faculty, supplies, resources, events, technologies, and services for the entirety of the 15-week Spring 2020 Semester (January 22, 2020 - May 15, 2020) when they received a balance from Bradley for tuition and mandatory fees and made their payments in full.

46. Regardless of whether the particular actions Bradley took were its chosen response to COVID-19, the fact remains that such closures and cancellations present significant loss to Plaintiff and the Class.

47. College and university students across the nation have provided insight into the loss they have experienced as a result of the COVID-19 pandemic, highlighting the disparity between students' bargained-for educational experience and the experience that colleges and universities, including Bradley, now provide in response to the COVID-19 pandemic.

1. Bradley Changed its In-Person Classroom Instruction to an Online Format

48. On March 12, 2020, Bradley sent an email communication to all students, faculty, and staff, to inform everyone that Bradley was eliminating one week of the 15-week Spring 2020 Semester and extending spring break by one week through the week of March 23, 2020 through March 29, 2020. The email further informed that after the canceled week of class and campus

closure, that all in-person classroom instruction would be moved by Bradley to an online only format starting March 30, 2020, and that campus would be closed.

49. Thus, Plaintiff and the Class paid tuition and mandatory fees to Bradley for one week of in-person class instruction and on-campus facilities, supplies, events, and services that never actually occurred from March 23, 2020 through March 27, 2020. The Spring 2020 Semester was not extended to provide for instruction in any manner.

50. By March 30, 2020, Bradley changed its in-person instruction of classes, and transformed them into an online only class. In doing so, Plaintiff and students lost the hands-on training, close instructor supervision, use of campus technologies and facilities, and all of the benefits Plaintiff and the Class paid to Bradley for mandatory, course-specific fees (Bradley titles them “Course Surcharges”), such as lab supplies, art supplies, facility use, materials, trips, software programs, etc.

51. Moreover, once the classes returned from the one-week class cancellation (March 23, 2020 - March 29, 2020) in its new online format, the online learning options provided to Plaintiff and the Class was subpar in practically every aspect, including lack of facilities, materials, and access to faculty. Students were deprived of the opportunity for collaborative learning and in-person dialogue, feedback, and critique. The remote learning options were in no way the equivalent of the in-person education that Plaintiff and the Class contracted and paid for.

52. When classes were moved online, instructors failed to come close to fulfilling the 3 hours of class instruction that students paid for a particular class each week. For example, prior to the transition from in person to online, Plaintiff received 15 hours per week of course instruction, but after Bradley’s change to online instruction only, Plaintiff received an inferior level of education, as instructors reduced the workload and instruction time.

53. The above examples highlight the inferior nature of online classes when compared to in-person instruction on the same course material. In-person instruction and online classes are not equal learning experiences.

2. Closure of Bradley's Campus and Facilities

54. In March 2020, Bradley also closed its campus and prevented students from accessing all of its on-campus facilities and resources, including:

- (a) the Markin Center, which is a 130,000 square foot building featuring Bradley's fitness center, Late Night BU, counseling services, and health services;
- (b) the campus library and the attendant computers and software programs;
- (c) student housing and meal services; and
- (d) the student center.

3. Plaintiff's Spring 2020 Tuition and Fees

55. The \$504.50 in mandatory fees that Plaintiff and the Class paid included: a \$274.50 Payment Plan Deferment Charge; \$85 Activity Fee; and \$120 Health Fee. Additionally, certain classes at Bradley require payment of a mandatory "Course Surcharges" to account for in-person use of labs, materials, computers, software programs, and trips. For the Spring 2020 Semester, Plaintiff paid a \$25 Course Surcharge.

56. After Bradley closed its campus and facilities, Plaintiff did not have access to campus technologies, facilities, and resources such as the library, fitness center, student center, Bradley-sponsored events, health care center, and computer software programs despite paying a fee to use those during the Spring 2020 Semester. Additionally, the \$274.50 Payment Plan Deferment Charge Fee Plaintiff paid was for 15 weeks of in-person classroom instruction, which was changed to online classes and reduced to 14 weeks.

57. The Course Surcharge fees Plaintiff and the Class paid diminished in value when Bradley changed its in-person instruction to an online format because those fees went towards course-specific labs, materials, supplies, and events that cannot be accessed or delivered remotely. For example, Plaintiff could not access her lab after Bradley's unilateral move to online classes, despite paying a \$25 Course Surcharge for her lab.

58. The remote online classes were in no way comparable to the in-person instruction that was offered to Bradley students prior to the campus closure. This is especially true at a college catered for a small class size, where hands-on, in-person instruction is part of the "experience" that is marketed by Bradley, and is actually necessary for Plaintiff and the Class to learn the skills necessary to be successful in their chosen fields of studies.

59. Plaintiff and the Class did not choose to attend an online institution of higher learning, but instead chose to attend Bradley and enroll on an in-person basis.

60. The tuition and mandatory fees for in-person classes at Bradley are higher than tuition and fees are higher than tuition and fees for other online institutions because such costs cover not just the academic instruction, but encompass an entirely different experience which includes, but is not limited to:

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

4. Bradley has Failed to Reimburse Students for One Week of No Classes and Seven Weeks of Online Class and Campus Closure

61. Bradley has not provided any refunds or other reimbursements for fees and tuition paid for the Spring 2020 Semester, except for those who lived in campus housing and/or purchased a meal plan:

For those students who lived in the residence halls and SAC during the Spring 2020 Semester, but are not currently living in those buildings, you will be issued a refund prorated at 44% of the housing and meal plans for the spring semester. We are diligently working through this process and plan to have the applicable credit amount reflected on each student's billing statement by April 20. When the credit is applied to your student account, it will be used to offset any unpaid, outstanding tuition and fee charges. Any credit balance on your account will result in you being issued a check and it will be mailed to your home address on file.¹⁸

62. While Bradley made some reimbursements for student housing and meal plans, it made no provision for a reimbursement for the more critical losses suffered by its student body.

63. In fact, Bradley explicitly declared that it will not provide any refunds for Spring 2020 tuition or mandatory fees:

Bradley will continue to offer instruction, deliver content and issue academic credit for the remainder of the spring semester. Full academic credit will be awarded in accordance with university academic standards. No tuition and fee adjustments will be made for the Spring 2020 Semester.¹⁹

64. Thus, despite Bradley providing reimbursement for room and board and meal plans to Plaintiff, Bradley rejects any notion that it should refund a portion of the tuition and mandatory fees paid for the Spring 2020 Semester by Plaintiff and the Class.

¹⁸ <https://www.bradley.edu/sites/coronavirus/communications/20200331family.dot> (Last visited: July 10, 2020).

¹⁹ <https://www.bradley.edu/sites/coronavirus/communications/20200331family.dot> (Last visited: July 10, 2020).

65. The tuition and fees that Plaintiff and the Class paid for the Spring 2020 Semester was based on Bradley providing in-classroom instruction, hands-on learning, instruction feedback in person, providing events, college organizations, networking and use of campus facilities.

66. The and the Class have suffered actual damages in the following ways:

- (a) Prorated tuition and fees paid for the one week of canceled classes;
- (b) Prorated tuition and course instruction fees paid for in-person instruction versus online instruction for the last seven weeks of the Spring 2020 Semester; and
- (c) Prorated fees paid for on-campus facilities, activities, supplies, resources, events, and technologies that were closed for the last 7 weeks of the Spring 2020 Semester.

67. Plaintiff seeks, for herself and the Class, for Bradley to disgorge the prorated portion of tuition and mandatory fees at issue, proportionate to the amount of time that remained in the Spring 2020 Semester when classes moved online and campus services and facilities ceased being provided.

V. CLASS ACTION ALLEGATIONS

68. Plaintiff brings this action as a class action pursuant to Rule 23(a), (b)(2), (b)(3), and/or (c)(4) of the Federal Rules of Civil Procedure on behalf of herself and all others similarly situated as members of the Class listed below:

All persons enrolled at Bradley University for the Spring 2020 Semester who paid Bradley University, tuition and/or fees for in-person instruction and use of campus facilities, but were denied use of and/or access to in-person instruction and/or campus facilities.

69. Subject to additional information obtained through further investigation and discovery, the foregoing Class definition may be expanded or narrowed by amendment or superseded by Plaintiff's motion for class certification.

70. **Numerosity of the Class.** The members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is informed and believes that there are, accordingly,

at least several thousand members in the Class. Inasmuch as the Class members may be identified through business records regularly maintained by Bradley and its employees and agents, the number and identities of Class members can be ascertained. Members of the Class can be notified of the pending action by e-mail and mail and supplemented by published notice, if necessary.

71. Commonality and Predominance of Common Questions of Law and Fact.

There are questions of law and fact common to the Class. These questions predominate over any questions affecting only individual Class members. These common legal and factual issues include, but are not limited to whether:

- (a) whether Defendant accepted money from Plaintiff and the Class in exchange for the promise to provide services;
- (b) whether Defendant has provided the services for which Plaintiff and the Class contracted;
- (c) whether Plaintiff and the Class are entitled to a refund for the portion of the tuition and fees that was contracted for services that Defendant did not provide;
- (d) whether Defendant has unlawfully converted money from Plaintiff and the Class;
- (e) whether Defendant was unjustly enriched by retaining the fees and/or tuition of Plaintiff without providing the services or partially providing that the fees and/or tuition were supposed to cover;
- (f) whether the tuition and fees charged by Bradley for in-person instruction are commensurate to online classes at Bradley;
- (g) whether certification of the Class is appropriate under Rule 23;
- (h) whether the Class is entitled to declaratory, equitable, or injunctive relief; and
- (i) whether Plaintiff and the Class are entitled to damages and what are the proper measure of damages.

72. Typicality. The claims of the representative Plaintiff are typical of the claims of each member of the Class. Plaintiff, like other Class members, has sustained damages arising from Defendant's breach of contract, as alleged herein. The representative Plaintiff and the Class were and are similarly or identically harmed by the same conduct by Defendant.

73. **Adequacy.** The representative Plaintiff will fairly and adequately represent and protect the interests of the Class and has retained counsel who are experienced and competent trial lawyers in complex litigation and class action litigation. There are no material conflicts between the claims of the representative Plaintiff and the Class that would make class certification inappropriate. Counsel for the Class will vigorously assert the claims of all Class members.

74. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if the Class could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

75. In the alternative, the Class may be certified because:

- (a) The prosecution of sperate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Bradley;
- (b) Bradley has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to members of the Class as a whole.

COUNT I
Breach of Contract

76. Plaintiff and the Class repeat and re-allege the allegations in paragraphs 1 through 75 above, as if fully alleged herein.

77. Plaintiff brings this claim individually and on behalf of the members of the Class against Bradley.

78. Plaintiff and the Class entered into identical binding contracts with Bradley where Plaintiff and Class would provide payment in the form of tuition and mandatory fees to Bradley, and in exchange, Bradley would provide in-person classroom instruction, and access to on-campus facilities, resources, technologies, and events for the Spring 2020 Semester, which was January 22, 2020 through May 15, 2020.

79. The terms of the contractual agreements between Plaintiff and the Class with Bradley were set forth in publications from Bradley, including the Catalog. The Catalog, for both undergraduate and graduate students, is clear that it is the governing contract between Plaintiff and Class Members and Bradley for the Spring 2020 Semester:

This is the official catalog for the 2019-2020 academic year. **This catalog serves as a contract between a student and Bradley University.** Should changes in a program of study become necessary prior to the next academic year every effort will be made to keep students advised of any such changes via the Dean of the College or Chair of the Department concerned, the Registrar's Office, Achieve degree audit system, and the Schedule of Classes. It is the responsibility of each student to be aware of the current program and graduation requirements for particular degree programs.²⁰

Exhibit A (emphasis added).

80. The Catalog contains the following categories of content:

General Information

²⁰<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/>

Bradley University	Our Vision and Mission
Founding of Bradley	Academic Calendar (On Campus)
Fields of Study	Accreditation
Fees and Expenses	Financial Assistance
Housing	Safety and Security
Faculty	Emeritus
Academic Regulations	
Registration	Undergraduate Leave of Absence Policy
Credit Taken in Residence at Bradley	All-University Degree Requirements
Non-Resident Credit	Majors, Concentrations, and Minors
Grades	Academic Ombudsman
Undergraduate Scholastic Probation, Dismissal, and Forgiveness Policies	Breach of Academic Integrity
Graduation	University Student Grievance Policy
Miscellaneous University Regulations	
Admissions	
Freshman	Former Bradley Students
Students Not Pursuing a Degree	Transfer Admission
Illinois Articulation Initiative	International Students
Credit by Examination	
Special Academic Programs	
Academic Exploration Program (AEP)	Military Science
The University Experience course (EHS 120)	
Student Involvement	
Campus Recreation and Athletic Facilities	Event Services
Student Activities <ul style="list-style-type: none"> ○ Fraternity and Sorority Life ○ The Lewis J. Burger Center for Leadership and Service 	Campus Programming
Student Government	Student Organizations
Student Affairs	
Student Affairs	Diversity and Inclusion
Health Services/Counseling Center	Off-Campus Properties
Residential Living and Student Conduct	Smith Career Center
Springer Center for Internships	Student Involvement
Student Support Services	
Other Services	
Bradley University Bookstore	Computing Services
Learning, Design and Technology	

Foster College Of Business	
Foster College of Business	BUS Courses
Accounting	Accounting Courses
Economics	Economics Courses
Entrepreneurship, Technology, and Law	Entrepreneurship, Technology, and Law Courses
Finance	Finance Courses
International Business Program	International Business Courses
Management and Leadership	Management and Leadership Courses
Marketing	Marketing Courses
Slane College Of Communications And Fine Arts	
Slane College of Communications and Fine Arts	CFA Courses
Fine Arts Minor	Art and Design
Art and Design Courses	Communication
Communication Courses	General Studies Major in Communications and Fine Arts
Interactive Media	Interactive Media Courses
Music	Music Courses
Theatre Arts	Theatre Courses
College of Education and Health Sciences	
College of Education and Health Sciences	EHS Courses
Education, Counseling, and Leadership	Education, Counseling, and Leadership Courses
Family and Consumer Sciences	Family and Consumer Sciences Courses
Health Science	Health Science Courses
Minor in Health	Minor in Leadership
Nursing	Nursing Courses
Title II Report Card	
Caterpillar College of Engineering and Technology	
Caterpillar College of Engineering and Technology	EGT Courses
Civil Engineering	Civil Engineering Courses
Construction	Construction Courses
Electrical and Computer Engineering	Electrical Engineering Courses
Industrial Engineering	Industrial and Manufacturing Engineering (IME) Courses
Manufacturing Engineering	Manufacturing Engineering Technology
Manufacturing Engineering Technology (IMT) Courses	Mechanical Engineering
Mechanical Engineering Courses	Minors (IMET)

College of Liberal Arts and Sciences	
College of Liberal Arts and Sciences	LAS Courses
SCI Courses	African-American Studies
African-American Studies Courses	Anthropology
Anthropology Courses	Asian Studies
Astronomy Courses	Biology
Biology Courses	Chemistry and Biochemistry
Chemistry Courses	Computer Science and Information Systems
Computer Science Courses	Computer Information Systems Courses
Criminology	Criminology Courses
Economics (LAS)	Economics Courses (FCB)
English	English Courses
Environmental Science Program	Environmental Science Courses
Ethics Minor	European Studies Program
Geological Sciences Courses	History
History Courses	Interdisciplinary Major Program
Institute of International Studies	International Studies Courses
Latin American Studies	Mathematics
Mathematics Courses	Medical Laboratory Science Program
Neuroscience Minor	Neuroscience Courses
Philosophy	Philosophy Courses
Physics	Physics Courses
Political Science	Political Science Courses
Legal Studies Minor	Pre-Law Courses
Psychology	Psychology Courses
Religious Studies	Religious Studies Courses
Sociology	Sociology Courses
Social Work	Social Work Courses
Sustainability Minor	Western Civilization Courses
Women's and Gender Studies Program	Women's and Gender Studies Courses
World Languages and Cultures	World Languages Courses
Turner School Of Entrepreneurship And Innovation	
Minor in Entrepreneurship and Innovation	Entrepreneurial Scholar
SEI Courses	

81. The entire graduate and undergraduate Catalog make up the terms and conditions of the contract between Plaintiff and the Class and Bradley.

82. When Plaintiff and the Class entered into a contractual agreement with Bradley for providing in-person classroom instruction, and access to on-campus facilities, resources,

technologies, and events for the Spring 2020 Semester, Plaintiff and the Class viewed the Catalog to make specific course selections prior to registering and paying for those selected courses. Plaintiff and the Class also viewed the Catalog to view what on-campus facilities, resources, technologies, and student organizations were offered for the Spring 2020 Semester prior to paying tuition and mandatory fees for those amenities.

83. Plaintiff was a freshman nursing major for the Spring 2020 Semester. Thus, while making specific course sections for the Spring 2020 Semester, Plaintiff viewed the Catalog and went to the College of Education and Health Services Category, and clicked on the subcategory titled Nursing.²¹



84. While under the Nursing subcategory, Plaintiff viewed the classes required by Bradley for a nursing degree:

²¹<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/> (Last visited: July 10, 2020).

Bachelor Of Science In Nursing (BSN) Requirements

Freshman Year

First Semester

- COM 103 Oral Comm. Process - 3 hrs.
- PSY 101 Principles of Psychology - 3 hrs.
- CHM 100 Fund. of Gen. Chemistry. - 3 hrs.
- CHM 101 Fund. of Gen. Chemistry Laboratory - 1 hr.
- BIO 111 Cell Biology - 3 hrs.
- MTH 111 Elementary Statistics - 3 hrs.

16 hours

Second Semester

- ENG 101 Composition - 3 hrs.
- CHM 162 Fundamentals of Organic Chemistry and Biochemistry - 4 hrs.
- BIO 202 Microbiology and Immunology - 4 hrs.
- SOC 100 Sociological Perspective - 3 hrs.
- NUR 391 Medical Terminology – 1 hr.

85. After viewing the required courses for Nursing, Plaintiff registered for those courses in the Catalog by going to the Academic Regulations category in the Catalog and clicking on the Registration subcategory:²²

²²<https://web.archive.org/web/20191016203123/https://www.bradley.edu/academic/undergradcat/20192020/> (Last visited: July 10, 2020).

Academic Regulations

- Registration
- Undergraduate Leave of Absence Policy
- Credit Taken in Residence at Bradley
- All-University Degree Requirements
- Non-Resident Credit
- Majors, Concentrations, and Minors
- Grades
- Academic Ombudsman
- Undergraduate Scholastic Probation, Dismissal, and Forgiveness Policies
- Breach of Academic Integrity
- Graduation
- University Student Grievance Policy
- Miscellaneous University Regulations

86. The Catalog also includes a category titled Student Involvement and Student Affairs, whose subcategories describes Bradley's facilities, resources, services, and events offered for Spring 2020 Semester:

Student Affairs

- Student Affairs
- Diversity and Inclusion
- Health Services/Counseling Center
- Off-Campus Properties
- Residential Living and Student Conduct
- Smith Career Center
- Springer Center for Internships
- Student Involvement
- Student Support Services

Student Involvement

- Campus Recreation and Athletic Facilities
- Event Services
- Student Activities
 - Fraternity and Sorority Life
 - The Lewis J. Burger Center for Leadership and Service
- Campus Programming
- Student Government
- Student Organizations

87. For example, the Campus Recreation and Athletic Facilities subcategory describes some of the facilities available that were supposed to be available to Plaintiff and the Class during the Spring 2020 Semester that part of the "Activity Fee" charged to Plaintiff and the Class:

Campus Recreation provides a variety of programs to meet the recreational needs of all students. The Markin Family Student Recreation Center is a multi-use indoor facility. The center provides opportunities for intramural events, sports and fitness classes, and unscheduled, informal activity. It has exercise and fitness equipment, an indoor pool, two racquetball courts, a rock climbing wall that stands 46 feet, a bouldering wall, a Multi-Activity Court (MAC court), a 1/8-mile running/walking track, and a juice bar. It has four basketball courts for intramural and recreational games and a championship court, which seats about 300 and will be used for, among other things, hosting championship intramural events. The intramural sports calendar includes 25 different events.²³

88. The Health Services/ Counseling Center subcategory in the Catalog describes what health services were available for the Spring 2020 Semester that the Health Fee charged to Plaintiff and Class Members funds:

Student Health Services is an outpatient clinic that provides service to enrolled Bradley students who experience health problems. Students are assisted through advisement, treatment, consultations with health providers, and referral for extended treatment if necessary. While there is no charge for most on-site treatment, services provided through referral to outside agencies are charged by that care provider and are the student's financial responsibility. The Center's qualified staff of physicians, psychiatrist, counselors, and nurses is located in modern treatment offices in the Markin Center. They provide a point-of-entry for all university students to receive health care both at the Center and in the Peoria community. Professional counselors and supportive staff are trained to work with Bradley students in their growth and total development—social, emotional, intellectual, physical, spiritual, and occupational—as well as the environment in which they live.²⁴

89. Other subsections of the Catalog reference the in-person nature of each of Bradley's Spring 2020 Semester course offerings. The "Bradley University" subsection asserts that, "[t]he Wall Street Journal/Times Higher Education continues to recognize Bradley among the top 15 schools in the U.S. for student engagement."²⁵

²³ <https://www.bradley.edu/academic/undergradcat/20192020/overview-sarec.dot> (Last visited: July 10, 2020).

²⁴ <https://www.bradley.edu/academic/undergradcat/20192020/overview-sa-health-services.dot> (Last visited: July 10, 2020).

²⁵ <https://www.bradley.edu/academic/undergradcat/20192020/overview-budescription.dot> (Last visited: July 10, 2020).

90. Finally, the Catalog provides the cost to Plaintiff and the Class in tuition and mandatory fees for the Spring 2020 Semester. Bradley assesses students' tuition and fees depending on their course of studies. For example, for the Spring 2020 Semester for undergraduate students, the Catalog contained the following tuition and fees:

Tuition and Fees

Undergraduate Tuition

Full Time Charges 2019-2020

Tuition (12-16 credit hours per semester)	\$34,200
Room and Board	\$10,940
Activity and Health Fee	\$410
TOTAL	\$45,550

These expenses comprise the direct costs of attending Bradley University. Some courses may require additional course fees. Credit hours in excess of 16 per semester result in additional charges of \$800/hr. The amount you will spend on books and supplies, transportation, and personal expenses, will average an additional \$3,440.

Other Fees

Activity fee

- \$85/sem. - all undergraduate students with 9 hours or more
- \$25/sem. - all graduate students except Doctor of Physical Therapy and Executive MBA

Health fee

- \$112/sem. (for all students with 7 hours or more)

Applied music fee

- Full-time students \$180; part-time students \$280 per hour.

Engineering tuition surcharge

- A surcharge of \$50 per semester hour will be assessed for all classes taught under the direction of the College of Engineering and Technology.

Nursing Simulation

- A surcharge of \$50 per course will be assessed on the following courses: NUR 203, 207, 307, 309, 315, 317, 403, 409, 411, 413, 417.

Class and lab fees

- Please consult your instructor regarding various additional fees (e.g. art fees, chemistry breakage fees, etc.)

91. For Spring 2020 Semester graduate students, Bradley imposed the following tuition and fees:

Graduate Student Enrollment Fee

Any admitted graduate student (on-campus) full or part time is required to pay a \$100 (non-refundable) enrollment fee to secure a place for the incoming semester. From this, \$25 will be paid towards the student's first-semester student activity fee.

Payments should be submitted by July 1 (for fall semester) or December 1 (for spring semester). If you are admitted after this deadline, your payment is due no later than two weeks from the date posted on your acceptance letter.

2019-2020 Tuition**Traditional Graduate Programs 2019-2020**

Tuition	\$910/sem. hr.
Activity Fee	\$50/yr. (\$25/sem.)

Doctor of Physical Therapy—June 2020 Cohort

Tuition	\$75,000
	(\$25,000/yr.)

Executive MBA—Fall 2019 Cohort

Tuition	\$68,000
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92. Such tuition and mandatory fees charged by Bradley to graduate and undergraduate students are significantly higher than online only programs.

93. As part of their Catalog contracts with Bradley, and in exchange for adequate consideration that Plaintiff and the Class provided, Bradley promised to provide in-person classroom instruction and on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester.

94. Bradley failed to provide the in-person instruction and on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester that they were obligated to perform under their contracts with Plaintiff and the Class. Defendant retained tuition and fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees) paid by Plaintiff and the Class for the Spring 2020 Semester without providing them the promised benefits, which is a breach of contract of the Catalog contract.

95. By contrast, Plaintiff and the Class fulfilled their end of the bargain when they paid monies due and owing for their full tuition and fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees) for the Spring 2020 Semester for in-person instruction

and on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester.

96. The tuition and fees that Plaintiff and the Class paid were intended to cover in-person classroom instruction and on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester, from January 22, 2020 through May 15, 2020.

97. Bradley failed to provide the services due, as described in the Catalog contract, under the entire time period of January 22, 2020 through May 15, 2020. From March 23, 2020 through March 29, 2020, Bradley suspended all classes to extend its spring break by one week, and never made up that week of instruction. From March 30, 2020 through May 15, 2020 Bradley changed the in-person instruction to an online format. Yet, Bradley improperly retained the fees and tuition Plaintiff and the Class paid for the tuition and fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees), without providing them the services and other benefits due under the contract, which is a breach of contract.

98. Plaintiff and the Class have suffered damage as a direct and proximate result of Bradley's breaches of the Catalog contract, including being deprived of the in-person instruction and fees (Course Surcharges, Activity Fees, and Health Fees), and also on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester that they were promised and expected to obtain, and for which they have paid. They are entitled to damages, including but not limited to, prorated reimbursement of the tuition, fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees), and other expenses that were collected by Bradley for services that Bradley failed to deliver.

99. Bradley's performance under the contracts is not excused because of COVID-19. Even if performance were excused or impossible, Bradley would nevertheless be required to return the funds received for services and/or goods that it did not provide.

100. Therefore, Bradley should return a pro-rata share of the tuition and fees paid by Plaintiff and the Class that relate to those in-person educational services and on-campus facilities, resources, services, and events that were not provided after Bradley shut down.

COUNT II
Restitution Based on Quasi-Contract

101. Plaintiff and the Class repeat and re-allege the allegations in paragraphs 1 through 75 above, as if fully alleged herein.

102. Plaintiff and the Class bring this claim in the alternative to the breach of contract claim in Count I.

103. Plaintiff and the Class conferred a benefit on Defendant in the form of payments of tuition and mandatory fees for the Spring 2020 Semester in exchange for certain services and promises. Tuition for the Spring 2020 Semester was intended to cover in-person instruction for 15 weeks. In exchange for tuition monies paid, Plaintiff and the Class were entitled to in-person classroom instruction and use of on-campus facilities, resources, events, and services through the end of the Spring 2020 Semester.

104. Bradley voluntarily accepted and retained this benefit by accepting payment from Plaintiff and the Class.

105. Bradley retained this benefit even though Bradley failed to provide the education, experience, on-campus facilities, resources, events, and services for which the tuition and mandatory fees were collected for, making Bradley's retention unjust under the circumstances. Accordingly, Bradley should return the pro-rated portion of any Spring 2020 Semester tuition and

fees for education services not provided since Bradley shut down campus and changed in-person instruction to online only in March 2020.

106. It would be unjust and inequitable for Bradley to retain the benefit of overpayments conferred by Plaintiff and the Class.

107. Bradley should be required to disgorge all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiff and the Class may seek restitution.

COUNT III
Conversion

108. Plaintiff and the Class repeat and re-allege the allegations in paragraphs 1 through 75 above, as if fully alleged herein.

109. Plaintiff and the Class have a personal right to the in-person instruction and application of fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees), which include on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester they were supposed to be provided in exchange for their payments of tuition and fees to Bradley.

110. Plaintiff and the Class have an absolute and unconditional right to immediate possession of tuition and fees that were paid for in-person instruction and on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester, but were not actually provided because Bradley moved all classes to an online, remote-learning format and discontinuing access to on campus technologies, facilities, events, resources, and supplies during the Spring 2020 Semester, for which Plaintiff and the Class paid, including one week where there was no instruction at all.

111. Plaintiff and the Class demand a return of the pro-rated portion of any Spring 2020 Semester tuition and fees paid for education services not provided since Bradley closed its campus and moved in-person instruction to online only in March 2020.

112. Defendant wrongfully assumed control of the property of Plaintiff and the Class by denying their right to access of in-person instruction and on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester for which their Spring 2020 Semester tuition and fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees) were intended to be applied towards.

113. Defendant's retention of the fees paid by Plaintiff and the Class without providing the in-person instruction and full application of its mandatory fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees), including on-campus services, technologies, facilities, events, resources, and supplies during the Spring 2020 Semester for which they paid deprived Plaintiff and the Class of the benefits for which the fees (Course Surcharges, Activity Fees, Payment Plan Deferment Charge, and Health Fees) were paid. This conversion of monies paid by Plaintiff and the Class damaged Plaintiff and the Class in that they paid fees for services that were not and will not be provided.

114. Plaintiff and the Class are entitled to the return of prorated portion of their tuition and fees paid for the Spring 2020 Semester for education services not provided since Bradley closed its campus and moved in-person instruction to online only in March 2020.

PRAYER FOR RELIEF

115. Plaintiff, individually and on behalf of the members of the Class, respectfully requests that the Court enter judgment in their favor and against Defendants as follows:

- (a) Certifying the Class under Rule 23 as requested herein, designating Plaintiff as class representative, and appointing the undersigned counsel as Class counsel;

- (b) Declaring that Defendant is financially responsible for notifying the Class of the pendency of this suit;
- (c) Declaring that Defendant wrongfully kept the monies paid by the Class;
- (d) Awarding injunctive relief as permitted by law and equity;
- (e) Awarding Plaintiff's reasonable attorney fees, costs, and expenses;
- (f) Awarding pre- and post-judgment interest on any amounts awarded; and
- (g) Awarding such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all claims so triable.

Respectfully submitted July 14, 2020.

VARNELL & WARWICK, P.A.

s/ Matthew T. Peterson

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