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9 *Counsel for Plaintiff and the Putative Class*

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 KIROLLOS KALDES, on behalf of himself and  
13 other individuals similarly situated,

14 Plaintiffs,

15 against

16 CALIFORNIA BAPTIST UNIVERSITY; and  
17 other affiliated entities and individuals,

18 Defendants.

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

19 Named Plaintiff Kirollos Kaldes (hereinafter “Plaintiff”), individually and on  
20 behalf of all others similarly situated, by his attorneys, alleges the following upon information and  
21 belief, except for those allegations pertaining to Plaintiff, which are based on personal knowledge.

22 **NATURE OF THE ACTION**

23 1. This class action is brought on behalf of Named Plaintiff Kirollos Kaldes and those  
24 similarly situated who paid tuition and fees for the Spring 2020 semester at California Baptist  
25 University (“California Baptist”). As a result of Defendants’ response to the Novel Coronavirus  
26 Disease 2019 (“COVID-19”), Plaintiffs did not receive the benefit and services for which they  
27 bargained for when they provided payment for tuition and various fees.

28 2. Plaintiffs and Defendants entered into a contract where Plaintiffs would provide

1 payment in the form of tuition and fees and Defendants would provide in-person educational  
2 services, experiences, opportunities, and other related services.

3 3. On or around March 13, 2020, California Baptist canceled all in-person education.  
4 On or around March 30, 2020, California Baptist transitioned to complete online education,  
5 following Spring Break recess.  
6

7 4. Based on these closures Defendants have failed to uphold their end of the contract  
8 to provide in-person educational services and other related collegiate experiences and services.

9 5. Despite Defendants' failure to provide the services and experiences as bargained  
10 for, Defendants have not offered any refund of the tuition and fees that Plaintiff and the Class had  
11 paid.  
12

13 **FACTS**

14 6. Plaintiff and Class Members are individuals that paid tuition and fees for the Spring  
15 Semester 2020 at California Baptist.

16 7. Defendants accepted Plaintiff's and Class Members' payments in exchange for  
17 educational services, experiences, and opportunities as detailed in Defendants' marketing,  
18 advertisements, and other public representations.

19 8. Based on the academic schedule, the Spring 2020 semester at California Baptist  
20 commenced on or around January 13, 2020, and the semester was scheduled to conclude on or  
21 around May 2, 2020.  
22

23 9. Plaintiff Kirillos Kaldes was an undergraduate student during Spring 2020  
24 semester. California Baptist charged plaintiff approximately \$16,471.00 in tuition during the  
25 Spring 2020 semester. Additionally, Plaintiff paid a total of approximately \$1,610.00 inclusive of  
26 tuition and other various fees for the Spring 2020 semester.  
27  
28

1           10.       Plaintiffs paid tuition and fees for in-person educational services, experiences,  
2 opportunities, and other related collegiate services for the entire period beginning in or around  
3 January 2020 through mid-May 2020.

4           11.       According to publicly available information, the average tuition cost for both in-  
5 state and out-of-state residents for the Spring 2020 semester at California Baptist is approximately  
6 \$16,965.00. Students also pay approximately \$1,205.00 in related costs and fees, not including  
7 room and board. The average tuition and fee cost for a graduate student for the Spring 2020  
8 semester is \$16,965.00 in tuition and \$1,305.00 in mandatory fees, which are calculated per credit  
9 hour.  
10

11           12.       On or around March 13, 2020, California Baptist announced that because of  
12 COVID-19, they would suspend all in-person classes for the remainder of the Spring Semester  
13 2020 beginning on or around March 30, 2020 (following Spring Break recess) and that all learning  
14 would transition to online.  
15

16           13.       Defendants were unable to provide in-person educational experiences, services,  
17 and opportunities for approximately 45% of the Spring 2020 semester.  
18

19           14.       Prior to the suspension of in-person classes for the Spring 2020 semester, Plaintiff  
20 attended campus events and was involved in student activities, labs, and/or clubs.

21           15.       As a result of Defendants' closure, Defendants have not complied with their  
22 obligation to provide in-person educational services along with other experiences, opportunities,  
23 and services Plaintiff and the Class paid for.  
24

25           16.       Plaintiff and the Class did not enter into an agreement with Defendants for online  
26 education, but rather sought to receive in-person education from Defendants' institution.

27           17.       Therefore, Plaintiff and Class Members are entitled to a pro-rata refund of the  
28

1 tuition and fees they paid to Defendants for in-person educational services as well as other  
2 marketed collegiate experiences and services that were not provided.

3  
4 **JURISDICTION AND VENUE**

5 33. This Court has jurisdiction over the action pursuant to 28 U.S.C. §  
6 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one  
7 member of the Class, as defined below, is a citizen of a different state than Defendants, there  
8 are more than 100 members of the Class, and the aggregate amount in controversy exceeds  
9 \$5,000,000 exclusive of interest and costs.

10 34. This court has personal jurisdiction over Defendants because Defendants  
11 maintains its principal place of business in this District.

12 35. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants’  
13 operate their primary campus within this district.

14  
15 **PARTIES**

16 36. Plaintiff Kirolos Kaldes is a student and a resident of Corona, California 92882.  
17 Plaintiff was enrolled as a full-time undergraduate student at California Baptist during the Spring  
18 2020 semester. Plaintiff has not received a refund tuition and fees paid to Defendants, despite the  
19 fact that the University has been shut down since on or about March 13, 2020.

20 37. California Baptist University (“California Baptist”) is a private university and  
21 entity whose principal place of business is located in Riverside, CA.

22  
23 **CLASS ALLEGATIONS**

24 38. Plaintiff brings this matter on behalf of himself and those similarly situated. As  
25 detailed in this Complaint, Defendants failed to provide the in-person education services the  
26 Plaintiffs paid tuition and fees to receive during the Spring Semester 2020.  
27  
28

1 39. Plaintiffs were impacted by and damaged by this misconduct.

2 40. Accordingly, this action is ideally situated for class-wide resolution.

3 41. The Class is defined as all individuals who paid tuition and fees to California  
4 Baptist to receive in-person educational services, experiences, and opportunities during the  
5 Spring Semester 2020. (“Class”).

6  
7 42. The Class is properly brought and should be maintained as a class action under  
8 FRCP 23 satisfying the class action prerequisites of numerosity, commonality, typicality, and  
9 adequacy because:

10 43. Numerosity: Class Members are so numerous that joinder of all members is  
11 impracticable. Plaintiff believes that there are thousands of individuals who are Class  
12 Members described above who have been damaged by Defendants breach of contract.

13  
14 44. Commonality: The questions of law and fact common to the Class Members  
15 which predominate over any questions which may affect individual Class Members include,  
16 but are not limited to:

- 17  
18 a. Whether Defendants accepted money from Plaintiff and Class Members  
19 in exchange for a promise to provide services;  
20 b. Whether Defendants provided those services as bargained for;  
21 c. Whether Plaintiff and the Class Members are entitled to a pro-rata portion  
22 of the tuition and fees paid for services that were not provided.;

23 45. Typicality: Plaintiff is a member of the Class. Plaintiff’s claims are typical of the  
24 claims of each Class Member in that every member of the Class was subject to Defendants breach  
25 of contract, unjust enrichment and conversion. Plaintiff is entitled to relief under the same causes  
26 of action as the other Class Members.

27  
28 46. Adequacy: Plaintiff is an adequate Class representative because his interests do not

1 conflict with the interests of the Class Members he seeks to represent; his claims are common to  
2 all members of the Class and he has a strong interest in vindicating his rights; he has retained  
3 counsel competent and experienced in complex class action litigation and they intend to vigorously  
4 prosecute this action. Plaintiff has no interests which conflict with those of the Class. The Class  
5 Members' interests will be fairly and adequately protected by Plaintiff and his counsel. Defendants  
6 have acted in a manner generally applicable to the Class, making relief appropriate with respect to  
7 Plaintiff and the Class Members. The prosecution of separate actions by individual Class Members  
8 would create a risk of inconsistent and varying adjudications.

10 47. The Class is properly brought and should be maintained as a class action under  
11 FRCP 23 because a class action is superior to traditional litigation of this controversy. Common  
12 issues of law and fact predominate over any other questions affecting only individual members of  
13 the Class. The Class issues fully predominate over any individual issue because no inquiry into  
14 individual conduct is necessary; all that is required is a narrow focus on Defendants' deceptive and  
15 misleading practices.

17 48. In addition, this Class is superior to other methods for fair and efficient  
18 adjudication of this controversy because, *inter alia*:

20 49. Superiority: A class action is superior to the other available methods for the  
21 fair and efficient adjudication of this controversy because:

- 22 a. The joinder of thousands of individual Class Members is impracticable,  
23 cumbersome, unduly burdensome, and a waste of judicial and/or  
litigation resources;
- 24 b. The individual claims of the Class Members may be relatively modest  
25 compared with the expense of litigating the claim, thereby making it  
26 impracticable, unduly burdensome, and expensive-if not totally impossible-to  
justify individual actions;
- 27 c. When Defendants' liability has been adjudicated, all Class Members' claims can  
28 be determined by the Class and administered efficiently in a manner far less  
burdensome and expensive than if it were attempted through filing, discovery,

1 and trial of all individual cases;

- 2 d. This class action will promote orderly, efficient, expeditious, and  
3 appropriate adjudication and administration of Class claims;  
4 e. Plaintiff knows of no difficulty to be encountered in the management of  
5 this action that would preclude its maintenance as a class action;  
6 f. This class action will assure uniformity of decisions among Class Members;  
7 g. The Class is readily definable and prosecution of this action as a class action  
8 will eliminate the possibility of repetitious litigation;  
9 h. Class Members' interests in individually controlling the prosecution of  
10 separate actions are outweighed by their interest in efficient resolution by  
11 single class action; and  
12 i. It would be desirable to concentrate in this single venue the litigation of all  
13 plaintiffs who were induced by Defendants' deceptive and discriminatory  
14 consumer practices.

15 50. Accordingly, this Class is properly brought and should be maintained as a class  
16 action under FRCP 23 because questions of law or fact common to Class Members predominate  
17 over any questions affecting only individual members, and because a class action is superior to  
18 other available methods for fairly and efficiently adjudicating this controversy.

19 51. Plaintiff and the Class can maintain this action as a class action under FRCP  
20 23(b)(1), (2), and (3).

21 **FIRST CAUSE OF ACTION**  
22 **BREACH OF CONTRACT**  
23 **(On Behalf of Plaintiff and All Class Members)**

24 52. Plaintiff, on behalf of himself and other members of the class, brings a common  
25 law claim for Breach of Contract.

26 53. By accepting payment, Defendants entered into contractual arrangements with  
27 Plaintiff and Class Members to provide educational services, experiences, opportunities, and  
28 related services for the Spring Semester 2020.

54. Plaintiff and Class Members' payment of tuition and fees were intended to cover  
in-person education, experiences, and services from January through May 2020.

55. Defendants received and retained the benefits without providing those benefits to

1 Plaintiff and Class Members.

2 56. As a direct and proximate result of Defendants' breach of contract, Plaintiff and  
3 Class Members have been harmed by not receiving the educational experiences, opportunities, and  
4 services they paid for during the Spring Semester 2020.

5 57. Defendants are required to perform under the contract and COVID-19 does not  
6 excuse such performance. Therefore, Defendants should be required to return pro-rata shares of  
7 the tuition and fees paid by Plaintiff and Class Members that related to services that were not  
8 provided for after California Baptist shut down on or around March 13, 2020.

9  
10 **SECOND CAUSE OF ACTION**  
11 **CONVERSION**

12 **(On Behalf of Plaintiff and All Class Members)**

13 58. Plaintiff, on behalf of himself and other members of the Class, brings a common  
14 law claim for Conversion.

15 59. Plaintiff and Class Members have an ownership right to the in-person educational  
16 services based on their payment of tuition and fees for the Spring Semester 2020.

17 60. Defendants intentionally interfered with Plaintiff and the Class Members  
18 ownership right when they canceled in-person instructions for the remainder of the Spring  
19 Semester 2020.

20 61. Plaintiff and the Class Members were damaged by Defendants' interference as they  
21 paid for educational, experience, and services for the entirety of the Spring Semester 2020 which  
22 were not provided.

23 62. Plaintiff and the Class Members are entitled to a pro-rata share of the tuition and  
24 fees they paid for but were not provided resulting from Defendants' interference.

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26  
27 ///

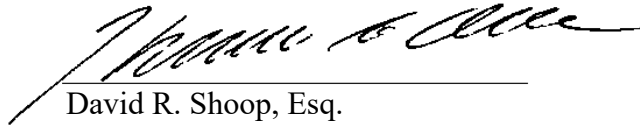




- 1 (a) Declaring this action to be a proper class action and certifying  
2 Plaintiff as the representative of the Class under FRCP 23;  
3  
4 (b) Awarding monetary damages, including damages;  
5  
6 (c) Awarding punitive and treble damages;  
7  
8 (d) Awarding Plaintiff and Class Members their costs and expenses incurred in this  
9 action, including a reasonable allowance of attorney's fees for Plaintiff's  
10 attorneys and experts, and reimbursement of Plaintiff's expenses; and  
11  
12 (e) Granting such other and further relief as the Court may deem just and proper.

Dated: July 31, 2020

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