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Counsel for Plaintiff and the Putative Class

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

EDGAR CHAVARRIA, on behalf of himself and
all others similarly situated,

PLAINTIFF,

- AGAINST -

UNIVERSITY OF SAN DIEGO,

DEFENDANT.

Case No. **'20CV2215 DMS RBB**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Edgar Chavarria (“Plaintiff”), by and through the undersigned counsel, brings this
 2 class action against Defendant University of San Diego (“USD,” the “University,” or
 3 “Defendant”), and alleges as follows based upon information and belief, except as to the
 4 allegations specifically pertaining to him, which are based on personal knowledge.
 5

6 **NATURE OF THE ACTION**

7 1. This is a class action lawsuit on behalf of all persons who paid tuition and/or fees
 8 to attend University of San Diego for an in person, hands-on educational services and experiences
 9 for the semesters or terms affected by Coronavirus Disease 2019 (“COVID-19”), including the
 10 Spring 2020 semester, and had their course work moved to online only learning.
 11

12 2. Such individuals paid all or part of the tuition for the Spring 2020 semester that was
 13 around \$25,225.00 for undergraduate students, including mandatory fees of \$125.00 as a student
 14 fee, a \$170.00 student wellness fee, and a \$7.00 media fee (“Mandatory Fees”). Defendant also
 15 charged and assessed approximately \$4,970.00 for room and board, \$140 for parking fees, and \$70
 16 for student life pavilion fees, and provide some prorated refunds to students.
 17

18 3. However, USD has not refunded any amount of the tuition or any of the
 19 Mandatory Fees, even though it announced on March 12, 2020 that classes would be canceled for
 20 one week starting in or around March 14, 2020 and it would implement online only distance
 21 learning starting in or around March 23, 2020.

22 4. Because of the University’s response to the COVID-19 pandemic, on or about
 23 March 14, 2020, the University also stopped providing services or facilities the Mandatory Fees
 24 were intended to cover.
 25

26 5. The University’s failure to provide the services for which tuition and the
 27 Mandatory Fees were intended to cover since approximately March 14, 2020 is a breach of the
 28

1 contracts between the University and Plaintiff and the members of the Class and is unjust.

2 6. In short, Plaintiff and the members of the Class have paid for tuition for a first-rate
3 education and an on-campus, in person educational experiences, with all the appurtenant benefits
4 offered by a first-rate University, and were provided a materially deficient and insufficient
5 alternative, which constitutes a breach of the contracts entered into by Plaintiff with the University.
6

7 7. As to the Mandatory Fees, Plaintiff and the Class have paid fees for services and
8 facilities which are simply not provided.

9 8. This failure also constitutes a breach of the contracts entered into by Plaintiff with
10 the University.

11 9. Plaintiff seeks, for himself and Class members, the University's disgorgement and
12 return of the pro-rated portion of its tuition and Mandatory Fees, proportionate to the amount of
13 time in the respective semesters when the University closed and switched to online only learning.
14 The return of such amounts would compensate Plaintiff and the Class members for damages
15 sustained by way of Defendant's breach.
16

17 10. Plaintiff seeks for himself and Class members protections including injunctive and
18 declaratory relief protecting Class Members from paying the full cost of tuition and fees during
19 the pendency of the pandemic in light of the educational services, opportunities, and experiences
20 Defendant can actually safely provide.
21

22 **PARTIES**

23 11. Plaintiff Edgar Chavarria was an undergraduate student during the Spring 2020
24 semesters and graduated in May 2020. In the Spring 2020 semester, USD charged Plaintiff
25 approximately \$25,225.00 in tuition and at least \$298.00 in Mandatory Fees, including \$170.00 in
26 health services fees, \$121.00 in student association fees, and \$7.00 in media fees. Additionally,
27
28

1 Plaintiff was charged \$80.00 for a Course fee.

2 12. Plaintiff Chavarria is a citizen of Lafayette, Colorado.

3 13. Plaintiff Chavarria paid tuition and fees for in-person educational services,
4 experiences, opportunities, and other related collegiate services. Plaintiff Chavarria has not been
5 provided a pro-rated refund of the tuition for his in-person classes that were discontinued and
6 moved online, or the Mandatory Fees he paid after the University's facilities were closed and
7 events were cancelled.
8

9 14. Plaintiff Chavarria was also charged the \$70.00 student life pavilion fee and
10 \$140.00 parking fee, but was provided a 60% prorated refund during late March 2020. Whereby,
11 the University acknowledges that certain services were not provided in accordance with prior
12 arrangements and students like Plaintiffs did not receive all of the benefits of their bargain.
13

14 15. Defendant USD is a private University in San Diego, California that was founded
15 in 1949 as two separate institutions and merged into the University of San Diego in 1972. The
16 University offers numerous major fields for undergraduate students, as well as a number of
17 graduate programs.
18

19 16. Defendant's undergraduate and graduate programs includes students from many, if
20 not all, of the states in the country. Defendant is a citizen of California.

21 **JURISDICTION AND VENUE**

22 17. This Court has original jurisdiction under the Class Action Fairness Act, 28 U.S.C.
23 § 1332(d)(2)(A), because the matter in controversy exceeds the sum or value of \$5,000,000,
24 exclusive of interests and costs, and is a class action in which one or more of the other Class
25 members are citizens of a State different from the Defendant.
26

27 18. This Court has personal jurisdiction over Defendant because it resides in this
28

1 District.

2 19. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), because
3 Defendant resides in this District and is a resident of the state in which the District is located.
4

5 **FACTUAL ALLEGATIONS.**

6 20. Plaintiff and Class Members paid to attend USD's Spring 2020 semester including
7 tuition and the Mandatory Fees. The Spring 2020 semester started on January 27, 2020 and ended
8 on or around May 21, 2020.

9 21. Tuition at the University was approximately \$25,225.00 for undergraduate
10 students, and mandatory fees for the semester of approximately \$125.00 for undergraduate
11 associated student fee, \$170.00 student wellness fee, \$70 student life pavilion fee, and a \$7.00
12 media fee, and similar such charges for graduate students. The only fee that was provided a
13 prorated refund was the student life pavilion fee.
14

15 22. Plaintiff and the members of the Class paid tuition for the benefit of on-campus live
16 interactive instruction and an on-campus educational experience throughout the semesters.
17

18 23. Throughout March 2020, the University made public announcements adjusting
19 educational services and opportunities that affected Plaintiff.

20 24. The University has not held any in-person classes since March 14, 2020 for
21 undergraduate students. All classes since March 23, 2020 have only been offered in a remote
22 online format with no in-person instruction or interaction.

23 25. Most of the services for which the Mandatory Fees were assessed were also
24 terminated or cancelled at or about this time, such as access to University health and wellness
25 facilities, programs or services; fitness facilities; student events or sports; and an in-person
26 commencement.
27
28

1 26. Despite these actions, USD has not provided reimbursement or refund information
2 regarding tuition or the Mandatory Fees.

3 27. Students attending USD's Spring 2020 semester did not choose to attend an online
4 only institution of higher learning, but instead chose to enroll in the University's in-person
5 educational programs – with the understanding that USD would provide in person educational
6 opportunities, services, and experiences.

7 28. On its website, USD markets the University's on-campus experience and
8 opportunities as a benefit to students.

9 29. The University uses its website, promotional materials, circulars, admission papers,
10 and publications to tout the benefit of being on campus and the education students will receive in
11 its facilities.

12 30. The online learning options being offered to USD's students are sub-par in
13 practically every aspect as compared to what the educational experience afforded Plaintiff and the
14 members of the Class once was. During the online portion of the Spring 2020 semesters, USD
15 used programs by which previously recorded lectures were posted online for students to view on
16 their own or by virtual Zoom meetings. Therefore, there was a lack of classroom interaction among
17 teachers and students, and among students that is instrumental in educational development and
18 instruction.

19 31. The online formats being used by USD do not require memorization or the
20 development of strong study skills given the absence of any possibility of being called on in class
21 and the ability to consult books and other materials when taking exams. Further, the ability to
22 receive a Pass-Fail grade rather than a letter grade provides educational leniency that the students
23 would not otherwise have with the in-person letter grading education that was paid for and
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1 expected.

2 32. Students, like Plaintiff, have been deprived of the opportunity for collaborative
3 learning and in-person dialogue, feedback, and critique.

4 33. Access to facilities such as libraries, laboratories, computer labs, recitations, and
5 study rooms, are integral to a university education.

6 34. Access to activities offered by campus life fosters intellectual and academic
7 development and independence, and networking for future careers.

8 35. USD priced the tuition and Mandatory Fees based on the in person educational
9 services, opportunities and experiences it was providing on campus.

10 36. The University has not made any refund of any portion of the tuition Plaintiff and
11 the members of the Class paid for the semesters affected by Covid-19.

12 37. The University has not refunded any portion of the Mandatory Fees it collected
13 from Plaintiff and the members of the Class for the affected semester even though it closed or
14 ceased operating the services and facilities for which the Mandatory Fees were intended to pay.

15 38. Plaintiff and the Class members are therefore entitled to a pro-rated refund of the
16 tuition and Mandatory Fee they paid for the Spring 2020 semester for the remaining days of that
17 semester after classes moved from in-person to online and facilities were closed, and for the future
18 semesters where in-person classes are cancelled and moved online.

19 39. Defendant's practice of failing to provide reimbursements for tuition and
20 Mandatory Fees despite the diminished value of the education and other experiences that it
21 provided, and the reduced benefits associated with the fees, as alleged herein, violates generally
22 accepted principles of business conduct.

23 ///

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this case individually and, pursuant to FRCP 23, on behalf of the class defined as:

All persons who paid, or will pay, tuition and/or the Mandatory Fees for a student to attend in-person class(es) during the Spring 2020 or any other semester affected by Covid-19 at USD but had their educational experiences and class(es) moved to online only learning (the “Class”).

41. Plaintiff reserves the right to modify or amend the definition of the proposed Class if necessary, before this Court determines whether certification is appropriate.

42. This action has been brought and may properly be maintained on behalf of the Class proposed herein under the criteria of FRCP 23 and other statutes and case law regarding class action litigation in California State Court.

43. The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiff, the University has reported that an aggregate of 9,180 or more undergraduate and graduate students were enrolled for the 2019-2020 school year. The names and addresses of all such students are known to the University and can be identified through the University’s records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

44. The questions here are ones of common or general interest such that there is a well-defined community of interest among the class members. These questions predominate over questions that may affect only individual members of the classes because USD has acted on grounds generally applicable to the classes. Such common legal or factual questions include, but are not limited to:

a. Whether the University accepted money from Plaintiff and the Class members in

1 exchange for the promise to provide an in-person and on-campus live education, as
2 well as certain facilities and services throughout the semesters affected by Covid-
3 19;

4
5 b. Whether Defendant breached its contracts with Plaintiff and the members of the
6 Class by failing to provide them with an in-person and on-campus live education
7 after March 13, 2020;

8
9 c. Whether Defendant breached its contracts with Plaintiff and the Class by failing to
10 provide the services and facilities to which the Mandatory Fees pertained after mid-
11 March 2020; and

12
13 d. Whether Defendant breached the covenant of good faith and fair dealing with
14 Plaintiff and the members of the Class by failing to provide them with an in-person
and on-campus live education after March 13, 2020;

15
16 e. Whether Defendant breached the covenant of good faith and fair dealing with
17 Plaintiff and the members of the Class by failing to provide the services and
18 facilities to which the Mandatory Fees pertained after mid-March 2020;

19
20 f. Whether Defendant is unjustly enriched by retaining all of the tuition and
21 Mandatory Fees during the time when the University has been closed, and Plaintiff
22 and the members of the Class have been denied an in-person and on-campus live
23 education and access and the services and facilities for which the Mandatory Fees
24 were paid;

25
26 g. Whether Defendant intentionally interfered with the rights of the Plaintiff and the
27 Class when it cancelled all in-person classes and only provided a remote online
28 format, cancelled all on-campus events, strongly encouraged students to stay away

1 from campus, and discontinued services for which the Mandatory Fees were
 2 intended to pay, all while retaining the tuition and Mandatory Fees paid by Plaintiff
 3 and the Class; and

- 4
 5 h. The amount of damages and other relief to be awarded to Plaintiff and the Class
 6 members.

7 45. Plaintiff's claims are typical of the claims of the members of the Class because
 8 Plaintiff and the other Class members each contracted with Defendant for it to provide an in-person
 9 and on-campus live education for the tuition they paid and the services and facilities for the
 10 Mandatory Fee that they paid, that the University stopped providing in mid-March.

11
 12 46. Plaintiff is a more than adequate class representative. In particular:

- 13 a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself
 14 and all others similarly situated and has retained competent counsel experienced in
 15 the prosecution of class actions and, in particular, class action litigation;
 16 b) Because his interests do not conflict with the interests of the other Class members
 17 who he seeks to represent;
 18 c) no difficulty is anticipated in the management of this litigation as a class action;
 19 and
 20 d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial
 21 costs and legal issues associated with this type of litigation.

22 47. Class members' interests will be fairly and adequately protected by Plaintiff and
 23 his counsel.

24 48. It is impracticable to bring members of the Class's individual claims before the
 25 Court. Class treatment permits a large number of similarly situated persons or entities to prosecute
 26 their common claims in a single forum simultaneously, efficiently, and without the unnecessary
 27 duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory
 28

1 judgments that numerous individual actions would engender. The benefits of the class mechanism,
 2 including providing injured persons or entities with a method for obtaining redress on claims that
 3 might not be practicable to pursue individually, substantially outweigh any difficulties that may
 4 arise in the management of this class action. A class action is superior to other available methods
 5 for the fair and efficient adjudication of this litigation. The damages or financial detriment suffered
 6 by individual Class members are relatively small compared to the burden and expense of individual
 7 litigation of their claims against the University. It would, thus, be virtually impossible for the
 8 Class, on an individual basis, to obtain effective redress for the wrongs committed against them.
 9 Furthermore, individualized litigation would create the danger of inconsistent or contradictory
 10 judgments arising from the same set of facts. Individualized litigation would also increase the
 11 delay and expense to all parties and the court system from the issues raised by this action. By
 12 contrast, the class action device provides the benefits of adjudication of these issues in a single
 13 proceeding, economies of scale, and comprehensive supervision by a single court, and presents no
 14 unusual management difficulties under the circumstances.

15
 16
 17 49. Plaintiff also seeks class certification for injunctive and declaratory relief under
 18 FRCP 23(b)(2) and (b)(3), at the appropriate juncture.
 19

20 **FIRST CLAIM FOR RELIEF**
 21 **BREACH OF CONTRACT**
 22 **(On Behalf of Plaintiff and the Class)**

23 50. Plaintiff repeats and re-alleges the factual allegations above, as if fully alleged
 24 herein, including those made in paragraphs 1 through 48 above.

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

26 52. By paying the University tuition and the Mandatory Fees for the Spring 2020
 27 semester, the University agreed to, among other things, provide an in-person and on-campus live
 28

1 education as well as the services and facilities to which the Mandatory Fees that were paid
2 pertained to throughout those semesters. As a result, Plaintiff and each member of the Class
3 entered into a binding contract with the University.

4
5 53. USD has held that its in-person educational opportunities, experiences, and services
6 are of substantial value.

7 54. USD has agreed to provide in-person educational opportunities, experiences, and
8 services to enrolled students.

9 55. USD has promoted its in-person educational services as being valuable to students'
10 educational experiences and their development.

11 56. In marketing materials and other documents provided to the Named Plaintiff,
12 Defendant promoted the value of the in-person education experiences, opportunities, and services
13 that Defendant provided.

14 57. Defendant provided Plaintiff with an acceptance letter that the Named Plaintiff
15 accepted based on the promise of in-person educational experiences, opportunities, and services
16 that Defendant would provide.

17 58. The University has breached its contract with Plaintiff and the Class by failing to
18 provide the promised in-person and on-campus live education as well as the services and facilities
19 to which the Mandatory Fees pertained throughout the semesters affected by Covid-19, yet has
20 retained monies paid by Plaintiff and the Class for a live in-person education and access to these
21 services and facilities during these semesters.

22 59. Plaintiff and the members of the Class have therefore been denied the benefit of
23 their bargain.

24 60. Plaintiff and members of the Class have performed all of the obligations on them
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26
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1 pursuant to their agreement – including by making such payments or securing student loans or
 2 scholarships to pay for such education.

3 61. Plaintiff and the members of the Class have suffered damage as a direct and
 4 proximate result of the University's breach in the amount of the prorated portion of the tuition and
 5 Mandatory Fee they each paid during the portion of time the semesters affected by Covid-19 in
 6 which in-person classes were discontinued and facilities were closed by the University.
 7

8 62. The University should return such portions of the tuition and Mandatory Fee to
 9 Plaintiff and each Class Member.

10 **SECOND CLAIM FOR RELIEF**
 11 **UNJUST ENRICHMENT**
 12 **(On Behalf of Plaintiff and the Class)**

13 63. Plaintiff incorporates the allegations by reference as if fully set forth herein,
 14 including those made in paragraphs 1 through 61 above.

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

16 65. By paying the University tuition and the Mandatory Fees for the Spring semester,
 17 the University agreed to, among other things, provide an in-person and on-campus live education
 18 as well as the services and facilities to which the Mandatory Fees that were paid pertained to
 19 throughout the semester.
 20

21 66. Defendant has retained the benefits of the amount of tuition and fees that Plaintiff
 22 has provided – without providing the benefits that Plaintiff is owed.

23 67. For example, Defendant failed to provide Plaintiff and Class Members access to
 24 any on-campus facility after March 13, 2020. Yet Defendant assessed Plaintiff with tuition and
 25 fees that covered the cost of upkeep and maintenance of such facilities, services, costs, and
 26 expenses.
 27
 28

1 68. Plaintiff was not able to access such facilities or services remotely.

2 69. Plaintiff paid tuition and fees with the expressed understanding that such costs
3 included the in-person classes, services, opportunities, and experiences that USD have previously
4 marketed, promoted, or made available prior to Covid-19.
5

6 70. Defendant has been unjustly enriched by Plaintiff's payment of tuition and fees.

7 71. Despite not being able to provide such services, USD failed to provide
8 reimbursements for tuition and fees despite the diminished value of the education and other
9 experiences that it provided, and the reduced benefits associated with the fees.
10

11 72. Plaintiff and members of the Class have sustained monetary damages as a result of
12 each of Defendant's breaches of the covenant of good faith and fair dealing.

13 73. Defendant's act was unjust for them to keep money for services they did not render.

14 **THIRD CAUSE OF ACTION**
15 **CONVERSION & TAKING OF PROPERTY**
16 **(On Behalf of Plaintiff and the Class)**

17 74. Plaintiff repeats and re-alleges the factual allegations above, as if fully alleged
18 herein, including those made in paragraphs 1 through 72 above.

19 75. In the alternative to the First Claim for Relief, Plaintiff brings this claim
20 individually and on behalf of the members of the Class.

21 76. Plaintiff and members of the Class provided the University with property in the
22 form of funds (tuition and Mandatory Fees), to be in exchange for in person on campus services,
23 facilities and face to face instruction.
24

25 77. The University exercises control over Plaintiff's and Class members' property.

26 78. The University intentionally interfered with Plaintiff's and the Class members'
27 property when it unilaterally moved all in-person classes to a remote online format, cancelled all
28

1 on-campus events, strongly encouraged students to stay away from campus, and discontinued
 2 services for which the Mandatory Fees were intended to pay, all while retaining the tuition and
 3 Mandatory Fees paid by Plaintiff and the Class.

4
 5 79. Class members demanded the return of their property proportionate to the reduction
 6 in benefit for education and services during the Spring 2020 semester when in-person and on-
 7 campus live education, and access to the University's services and facilities were unavailable.

8 80. The University's retention of the tuition and Mandatory Fees paid by Plaintiff and
 9 the Class without providing the services for which they paid, deprived Plaintiff and Class of the
 10 benefits for which the tuition and Mandatory Fees were paid, and of their funds paid for those
 11 benefits.
 12

13 81. Plaintiff and the Class members are entitled to the return of the pro-rated amounts
 14 of tuition and Mandatory Fees each paid equal to the reduction in benefit for education and services
 15 during the Spring 2020 semester when in-person and on-campus live education, and access to the
 16 University's services and facilities were unavailable.
 17

18 **PRAYER FOR RELIEF**

19
 20 WHEREFORE, Plaintiff respectfully requests that judgment be entered in favor of Plaintiff
 21 and the Class against Defendant as follows:

- 22 (a) For an order certifying the Class under the FRCP and naming Plaintiff as
 23 representative of the Class and Plaintiff's attorneys as Class Counsel to
 24 represent the Class;
 25
 26 (b) For an order finding in favor of Plaintiff and the Class on all counts asserted
 27 herein;
 28

- 1 (c) For compensatory damages in an amount to be determined by the trier of
2 fact;
3 (d) For an order compelling disgorgement of the ill-gotten gains derived by
4 Defendant from its misconduct;
5 (e) For an order of restitution and all other forms of equitable monetary relief;
6 (f) For an order awarding Plaintiff's reasonable attorneys' fees, costs, and
7 expenses;
8 (g) For an order awarding pre- and post-judgment interest on any amounts
9 awarded; and,
10 (h) For an order awarding such other and further relief as may be just and
11 proper, including injunctive relief and declaratory relief.
12
13
14

15 **DEMAND FOR TRIAL BY JURY**

16 Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

17 Dated: November 13, 2020

18 Respectfully submitted,

19 **SHOOP | APLC**

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13 *Counsel for Plaintiff and Proposed Class*
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Edgar Chavarria, on behalf of himself and all others
similarly situated

(b) County of Residence of First Listed Plaintiff Colorado

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

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DEFENDANTS

University of San Diego

County of Residence of First Listed Defendant San Diego

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'20CV2215 DMS RBB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332(d)(2)(A)

Brief description of cause:

Class action involving Breach of Contract, Conversion and Common Law Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

6,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

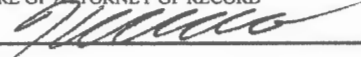
JUDGE

DOCKET NUMBER

DATE

11/13/2020

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.