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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN FRANCISCO

12 ANDREA LUQUETTA, FREEDA YLLANA, )  
13 ROSS ASTORIA and KIMBERLY BRAYTON, )  
individually and on behalf of a class of similarly )  
14 situated persons, )

15 Plaintiffs, )

16 v. )  
17 )

18 THE REGENTS OF THE UNIVERSITY OF )  
19 CALIFORNIA, )

20 Defendant. )

Case No.

**CLASS ACTION**

**COMPLAINT FOR INJUNCTIVE  
AND DECLARATORY RELIEF AND  
DAMAGES**

**JURY TRIAL DEMANDED**

Unlimited Civil Case

1 Plaintiffs Andrea Luquetta, Freeda Yllana, Ross Astoria, and Kimberly Brayton bring this  
2 action on behalf of themselves and all similarly-situated students and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs are or were professional degree students at one of the universities in the  
5 University of California (“UC” or “the University”), who accepted the University’s offer of  
6 admission in or before September 2003 and first enrolled in their University of California  
7 professional degree program during the 2003-2004 academic year or thereafter, and whose  
8 professional degree fee was raised after their initial enrollment in that program.

9 2. Plaintiffs were and are parties to contracts with the Regents of the University of  
10 California (“the Regents”), made at the time students accepted the University’s offer of  
11 admission. Those contracts contained a promise by the Regents that the amount of any  
12 professional degree fee would remain the same for the entire duration of Plaintiffs’ enrollment in  
13 their respective degree programs.

14 3. Plaintiffs enrolled in classes in their respective degree programs beginning in the  
15 2003-2004 academic year. Thereafter, the Regents breached its promise that the professional  
16 degree fee would not be changed for the duration of Plaintiffs’ enrollment by increasing the  
17 professional degree fee for the 2004-2005 and 2005-2006 years. Plaintiffs seek injunctive and  
18 declaratory relief and damages for that breach.

19 **PARTIES**

20 4. Plaintiff Andrea Luquetta lives in Los Angeles, California. Ms. Luquetta applied  
21 for admission to the University of California, Los Angeles, School of Law in approximately  
22 December 2002. Ms. Luquetta was offered admission in approximately April 2003, and accepted  
23 that offer of admission in June 2003. She enrolled in classes towards her degree program in  
24 2003-2004. Ms. Luquetta will be enrolled as a third-year law student during the upcoming 2005-  
25 2006 academic year and expects to graduate in 2006.

26 5. Plaintiff Freeda Yllana lives in San Jose, California. Ms. Yllana applied for  
27 admission to the University of California, Berkeley, Boalt Hall School of Law (“Boalt”) in early  
28 January 2003, was offered admission to Boalt in approximately March 2003, and accepted the

1 offer of admission in approximately April 2003. She enrolled in classes towards her degree  
2 program in 2003-2004. Ms. Yllana will be enrolled as a third-year law student during the  
3 upcoming 2005-2006 academic year and expects to graduate in 2006.

4 6. Plaintiff Ross Astoria lives in Berkeley, California. Mr. Astoria is a joint Ph.D  
5 and J.D. candidate at the University of California, Berkeley. Mr. Astoria applied to both the  
6 Ph.D program at Berkeley and the J.D. program at Boalt in or about November 2001. Mr.  
7 Astoria was offered admission to the J.D. program in or about February 2002. Mr. Astoria was  
8 offered admission to the Ph.D program in Jurisprudence and Social Policy and accepted that offer  
9 in April 2002. In April 2002, Mr. Astoria notified Boalt that he wished to defer enrollment in the  
10 J.D. program for one year, and Boalt granted that deferment. Mr. Astoria notified Boalt in  
11 December 2002 that he accepted its offer of admission to the 2003 entering class of J.D.  
12 candidates. Mr. Astoria will be enrolled in the J.D. program during the upcoming 2005-2006  
13 academic year.

14 7. Plaintiff Kimberly Brayton lives in San Francisco, California. Ms. Brayton  
15 applied for admission to the University of California, San Francisco (UCSF), School of Medicine  
16 in the Fall of 2002, was offered admission in or about March 2003, and accepted the offer of  
17 admission shortly thereafter. She enrolled in classes towards her degree beginning in 2003-2004.  
18 She will be enrolled as a third-year medical student at UCSF during the upcoming 2005-2006  
19 academic year, and expects to graduate in 2007.

20 8. Defendant the Regents of the University of California is a corporation charged by  
21 state law with the duty of administering the University of California as a public trust, pursuant to  
22 Article IX, § 9 of the California Constitution. The Regents is the policy-making body that  
23 establishes the fees to be charged at its constituent institutions and that receives the fees paid by  
24 the students. Constituent institutions of the Regents and the University include:

- 25 a. University of California, Berkeley,
- 26 b. University of California, Davis,
- 27 c. University of California, Irvine,
- 28 d. University of California, Los Angeles,

- e. University of California, Riverside,
- f. University of California, San Diego,
- g. University of California, San Francisco,
- h. University of California, Santa Barbara,
- i. University of California, Santa Cruz.

### **JURISDICTION AND VENUE**

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, because this case is a cause not given by statute to other trial courts.

10. Venue is proper in this Court because Plaintiff Kimberly Brayton lives and attends school in San Francisco, and the injury therefore occurred in part in San Francisco.

### **CLASS ACTION ALLEGATIONS**

11. Plaintiffs bring this action on their own behalf and on behalf of all students similarly situated pursuant to Cal. Civ. Proc. §382. A class action is proper because this action involves questions of common or general interest and involves numerous parties, the joinder of which would be impracticable.

12. The Plaintiff class consists of all University of California students subject to the Fee for Professional School Students (also known as the “professional degree fee”) who accepted the University’s offer of admission in or before September 2003 and first enrolled in their University of California professional degree program during the 2003-2004 academic year or thereafter, and whose professional degree fee was raised after their initial enrollment in that program. The Plaintiff class includes all such students in the University of California’s programs in law, business/management, medicine, dentistry, optometry, pharmacy, veterinary medicine, nursing, and for the Los Angeles campus, theater, film and television.

13. The vast majority of members of the class were offered and accepted admission in 2003, and began classes in their degree programs during the 2003-2004 academic year. Upon information and belief, a small number of class members chose, after accepting the University’s offer of admission sometime prior to 2003, to defer enrollment in classes until 2003. Upon

1 information and belief, a small number of class members chose, after accepting the University's  
2 offer of admission prior to September 2003, to defer enrollment in classes until the 2004-2005  
3 year or thereafter. Upon information and belief, a small number of class members applied  
4 sometime during 2002 or thereafter to transfer to a UC professional school, were offered  
5 admission, accepted the offer, and began classes in that program for the first time in the 2003-  
6 2004 academic year.

7 14. The Plaintiff class is so numerous that joinder of all members is impracticable.  
8 Upon information and belief, the class consists of approximately 3,000 members.

9 15. Questions of law and fact common to the Plaintiff class include: 1) whether the  
10 contract entered into by the Regents and class members at the time of admission contained an  
11 enforceable promise not to alter the professional degree fee for the duration of enrollment and 2)  
12 whether the Regents breached that contract by raising the professional degree fee after the  
13 students first enrolled.

#### 14 **FACTUAL ALLEGATIONS**

15 16. The Regents charge a professional degree fee to professional students within the  
16 University of California system.

17 17. In January 1994, the Regents approved an official fee policy for professional  
18 students. Pursuant to that policy, the Regents guaranteed that the level of the professional degree  
19 fee would remain the same for each student for the duration of his or her enrollment in the  
20 professional degree program.

21 18. From 1994 through the 2003-2004 academic year, University publications  
22 contained statements that any increases in the professional degree fee would apply only to newly  
23 admitted students, not to continuing students who had already enrolled.

24 19. For example, the Regents' annual budgets are posted and available to the public  
25 on the University's website. From 1994-95 through 2003-04, the annual budgets for UC stated:  
26 "Until the fee is fully phased in, the level of the [professional degree] fee remains the same for  
27 each student for the duration of his or her enrollment in the professional degree program, with  
28 increases in the fee applicable to new students only."

1           20.     In addition, the Office of the President of the University maintains on its website  
2 an annual guide to Student Fees and Deposits, that is described as “the official guide for all  
3 University departments in the area of general University fees and deposits and miscellaneous  
4 University fees for which Regental or Presidential approval is required.” Every fee guide  
5 published by the UC Office of the President for academic years 1996-1997 through 2002-2003  
6 contains the following statement: “Increases in the Fee apply to new students only. The Fee will  
7 remain the same for each student for the duration of his or her enrollment in the professional  
8 degree program.” On information and belief, at the time that Plaintiffs applied and were  
9 admitted, all of the available fee guides, from academic years 1996-1997 through 2002-2003,  
10 contained the above-quoted language.

11           21.     In addition to university-wide publications, individual schools also published  
12 materials that repeated the promise that the professional degree fee would remain constant for the  
13 duration of a student’s enrollment. For example, both the 2002 and 2003 University of  
14 California, Berkeley, Boalt Hall School of Law Catalogs & Applications stated:

15                   All students who enter the J.D. program pay tuition and fees. The professional degree fee  
16 is one component of the total fees. The professional degree fee remains at the same level  
17 for the three years in which the student is enrolled in the program. Other components of  
total fees, however, could change.

18 The 2003 Catalog & Application contained the application for students desiring to begin the  
19 program in the 2003-2004 academic year.

20           22.     Prior to the commencement of the 2003-2004 academic year, Plaintiffs applied to  
21 the University for admission to professional school programs, were offered admission, and  
22 accepted admission. By accepting admission, students gave up the opportunity to attend degree  
23 programs elsewhere. They also made arrangements for housing and finances to attend the  
24 University.

25           23.     At the time Plaintiffs accepted the University’s offers of admission, the  
26 University’s publications and websites contained promises to maintain the level of the  
27 professional degree fee for continuing students at the rate at which they first enrolled.

28           24.     Upon registering for classes in their respective degree programs for the first time,

1 Plaintiffs received billing statements reflecting the amount of fees they owed for the educational  
2 services for their first term. Those statements included a professional degree fee for a certain  
3 amount – the amount that students expected to pay for the duration of their degree program based  
4 on the Regents’ promise to them that it would remain constant.

5 25. On or about May 20, 2004, the Regents voted to increase the professional degree  
6 fee for 2004-2005 for all students, including both new and continuing students. The fee increase  
7 amounts varied from school to school and program to program, but ranged from \$2,690 to \$6,570  
8 above 2003-2004 professional degree fee amounts.

9 26. When Plaintiffs enrolled in classes for the 2004-2005 academic year, the Regents  
10 billed the students professional degree fees that included the 2004-2005 fee increases.

11 27. The 2004-2005 increase in fees breached the contracts into which the Regents had  
12 entered with Plaintiffs when Plaintiffs accepted the Regents’ offer of admission into their  
13 respective degree programs.

14 28. On or about November 18, 2004, the Regents announced that the professional  
15 degree fees for the 2005-2006 academic year would increase by 3% over the 2004-2005 amount.  
16 In May 2005, the Regents considered additional increases to fees for professional degree students  
17 for 2005-2006, but deferred a final vote on any additional increases.

18 29. The University’s breach of its contract with Plaintiffs has imposed both financial  
19 and nonfinancial hardship, affecting students’ financial, educational and career choices.

20 30. Plaintiffs will be injured and irreparably harmed if forced to pay increased  
21 professional degree fees for the upcoming 2005-2006 academic year.

22 **FIRST CAUSE OF ACTION**

23 **(Breach of Contract)**

24 31. Plaintiffs incorporate by reference the allegations of fact set forth in the  
25 previous paragraphs.

26 32. A contract exists between the Regents and professional degree students, which  
27  
28

1 includes a promise by the Regents that the amount of the professional degree fee would not  
2 change for the duration of Plaintiffs' and class members' enrollment in their respective degree  
3 programs.

4 33. Even though Plaintiffs and members of the class performed their contracts by  
5 enrolling in their programs and paying fees, the University breached the contracts by increasing  
6 the professional degree fee after Plaintiffs and class members first enrolled. The increase  
7 resulted in damages to Plaintiffs and members of the class.

8 **PRAYER FOR RELIEF**

9 Wherefore:

10 A. Plaintiffs respectfully request that this Court certify this action as a class  
11 action, with the class defined as follows, and set this matter for trial:

12 All University of California students subject to the Fee for Professional School  
13 Students (also known as "professional degree fee") who accepted the University's  
14 offer of admission in or before September 2003 and first enrolled in their University  
15 of California professional degree program during the 2003-2004 academic year, and  
16 whose professional degree fee was raised after their initial enrollment in that program.

17 B. As remedies for the cause of action asserted above, Plaintiffs and class members  
18 request judgment for Plaintiffs and class members for:

19 (1) A preliminary and permanent injunction ordering the Regents to cease  
20 charging and collecting professional degree fees from Plaintiffs and class members in amounts  
21 greater than those at which they first enrolled in their respective programs.

22 (2) A declaratory judgment holding that the Regents breached the contracts it  
23 had entered with Plaintiffs for the provision of education services without raising the  
24 professional degree fee for the duration of Plaintiffs' enrollment in their respective degree  
25 programs.

26 (3) Compensatory damages, including a refund of improperly increased fees  
27 together with pre-judgment interest, to all members of the class who paid the fee increase(s);

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- 1 (4) Attorneys' fees;  
2 (5) Costs of this action; and  
3 (6) Such other and further relief as the nature of Plaintiffs' cause may warrant.  
4

5 Dated: July 12, 2005

6 Respectfully submitted,  
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