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17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ALAMEDA**

19 Case No. _____

20 **WILLA CORDREY and JENNY VARNER,**
individually and on behalf of the putative class,
and on behalf of the general public,

21 Plaintiffs,

22 v.

23 **MILLS COLLEGE and DOES 1-50,**

24 Defendants.

25 **CLASS ACTION**
COMPLAINT FOR DAMAGES,
RESTITUTION, AND INJUNCTIVE
RELIEF

- 26 (1) Violation of the Unfair Competition
Law (UCL), Cal. Bus. & Prof. Code §
17200, et seq.;
- 27 (2) Violation of the False Advertising Law
(FAL), Cal. Bus. & Prof. Code § 17500,
et seq.; and;
- 28 (3) Negligent Misrepresentation.

JURY TRIAL DEMANDED

1 Plaintiff Willa Cordrey (“Plaintiff Cordrey”) and Plaintiff Jenny Varner (“Plaintiff
2 Varner”) (collectively, “Plaintiffs”), by and through their attorneys, on behalf of themselves and
3 all others similarly situated, and on behalf of the general public, hereby submit this Class Action
4 Complaint against Defendant Mills College (“Mills” or “Defendant”), and allege as follows:

5 **NATURE OF PLAINTIFFS’ CLAIMS**

6 1. After 170 years of operation, Defendant Mills College – the oldest undergraduate
7 college for women in the West – abruptly notified students and staff on March 17, 2021, of its
8 impending closure.

9 2. Defendant told students that it would no longer admit first-year undergraduate
10 students after fall 2021, and that it would most likely confer its final degrees in 2023.

11 3. In June 2021, Defendant announced a forthcoming merger with Northeastern
12 University – a Boston-based coed university.

13 4. Students were shocked, saddened, and concerned about their future.

14 5. Defendant, however, assured students this was an exciting new alliance that “would
15 allow for continued conferral of degrees on the Mills campus with the Mills name as part of those
16 degrees” and “enhanced support for Mills’ current students, faculty and staff; and the future
17 development of new educational programs.”

18 6. Defendant further represented to its students that it would keep them informed, that
19 it would build degree pathways for its continuing students, and current students would be able to
20 complete their degrees with no increased costs. Defendant reaffirmed its promise that it would
21 most likely confer its final degrees in 2023 in the June announcement.

22 7. In reliance on Defendant’s repeated assurances as detailed below, Plaintiff Cordrey,
23 Plaintiff Varner, and other similarly-situated students decided to continue their studies at Mills
24 with the expectation of graduating in the proscribed period and in their desired program.

25 8. Defendant’s promises were false. Now its students are scrambling due to
26 Defendant’s repeated failure to deliver on its promises.

27 9. Indeed, more than a year after its closure announcement and within just a few
28 months of spring 2022 graduation, Defendant finally provided its long-promised guidance to

1 students outlining Northeastern transfer pathways.

2 10. Upon receiving this guidance, students like Plaintiff Cordrey learned for the first
3 time that their majors were going to be eliminated as part of the merger with Northeastern, and
4 that they would have to change majors or transfer to other institutions to receive their intended
5 degrees.

6 11. Other students received similarly damaging news. For example, in the nursing
7 partnership program, students learned that they will have to move across the country to
8 Northeastern's Boston campus if they want to complete their degrees.

9 12. As of the beginning of March 2022, some students still had not received a complete
10 and accurate degree map, which is needed by students to understand what courses they need to
11 take for their selected major as well what their predicted graduation date will be. This is
12 particularly troubling because the new semester had already begun and the deadline for filing a
13 notice of intent to enroll for fall 2022 courses was May 1, 2022.

14 13. Because of Defendant's false promises, misinformation, and misrepresentations,
15 students like Plaintiff Cordrey are now left with an ultimatum: either change their major or transfer
16 to other schools that offer their desired degrees, resulting in delayed graduation dates and
17 additional expenses. What is more, based on Defendant's late disclosures, students like Plaintiff
18 Varner, who would have desired to transfer earlier if they had complete and accurate information
19 from the outset, missed deadlines to enroll, and their graduation dates will be delayed as a result.

20 14. To remedy Defendant's unlawful conduct, Plaintiffs bring this class action alleging
21 violations of California state law. Plaintiffs seek disgorgement, all available damages, punitive
22 damages, declaratory and injunctive relief, and all other available relief.

23 **JURISDICTION AND VENUE**

24 15. This Court has jurisdiction over Plaintiffs' and the putative class's causes of actions
25 alleged herein under section 410.10 of the Code of Civil Procedure.

26 16. Some of the business transactions that are the subject of this action were performed
27 in the County of Alameda, State of California. Plaintiffs certify that venue is proper in this judicial
28 district pursuant to the Code of Civil Procedure section 395(a).

1 **THE PARTIES**

2 17. Plaintiff Willa Cordrey is a resident of the State of California. She began studies at
3 Mills College in August 2019 and is a current student.

4 18. Plaintiff Jennifer Varner is a resident of the State of California. She was enrolled at
5 Mills College from August 2018 through December 2021.

6 19. Defendant Mills College is a nonprofit public benefit corporation organized under
7 the laws of the State of California. Defendant’s principal place of business is located at 5000
8 MacArthur Boulevard, Oakland, California, in the County of Alameda.

9 20. Defendants Does 1-50, are sued herein under fictitious names as their true names and
10 capacities are unknow to Plaintiffs. When their true names and capacities are identified, Plaintiffs
11 will amend the complaint to include them.

12 **FACTUAL ALLEGATIONS**

13 **I. Defendant Mills College.**

14 21. Mills College was founded in 1852 and “is a nationally renowned independent
15 liberal arts college for women and gender non-binary students, with graduate programs for all
16 genders.”¹

17 22. The current president of Mills College is Elizabeth Hillman. Hillman has been in
18 this position since 2016. During the relevant time frame, Hillman served and continues to serve on
19 the board of the WASC Senior College and University Commission, Defendant’s accrediting body.
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26 ¹ *Mills College Named One of the 386 Best Colleges in the Nation by the Princeton Review*,
27 available at <https://www.mills.edu/news/press-releases/mills-named-one-of-best-colleges-by-princeton-review.php#:~:text=Located%20in%20Oakland%2C%20California%2C%20Mills,by%20U.S.%20News%20%26%20World%20Report>.
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1 23. According to Defendant’s website, the student body composition for the 2021-22
2 academic year is as follows:²

Undergraduate women	446
Graduate women and men	371
Total	817

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6 24. Within the 2021-2022 student body, about 44% are first-generation undergraduate
7 students and about 66% of undergraduate students are students of color.³

8 25. According to Defendant’s website, cost of full-time undergraduate attendance for
9 the 2021-22 academic year has been as follows:⁴

Tuition	\$29,340
Room and Board (if student lives on campus)	\$14,369
Fees (estimate)	\$1,610
Total Cost	\$45,319

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13 26. Students enrolled in 12-18 credits are charged the full-time tuition rate.

14 27. Students enrolled in fewer than 12 credits are charged the per-course-credit rate and
15 students enrolled over 18 credits are charged the full-time rate plus the overload fee per .25 credits
16 above 18 credits.

17 28. Depending on the graduate program, graduate program tuition is based on either a
18 flat rate per semester or a per-credit based on the number of courses a student takes.⁵

19 29. The top undergraduate majors at Mills for the 2021-2022 academic year have
20 included: Psychology, English, Sociology, Biology, and Studio Art.⁶

21 30. The top graduate programs at Mills for the 2021-2022 academic year have included:
22 Education, English, Public Policy, Pre-Medical, and MBA.⁷

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24 _____
² *Facts about Mills*, available at <https://www.mills.edu/uniquely-mills/facts-about-mills.php>.

25 ³ *Id.*

26 ⁴ *Affording a Mills Education*, available at <https://www.mills.edu/admission-aid/undergraduate-admissions/cost-aid/affording-mills-education.php>.

27 ⁵ *Graduate Tuition & Fees 2021-22*, available at <https://www.mills.edu/admission-aid/graduate-admissions/graduate-programs-cost-aid/tuition-fees-graduate-students.php>.

28 ⁶ *Facts about Mills*, available at <https://www.mills.edu/uniquely-mills/facts-about-mills.php>.

⁷ *Id.*

1 **II. Facts Common to the Class.**

2 **A. Defendant Announces Plans to Close**

3 31. On March 17, 2021, President Hillman unexpectedly announced via email that
4 Defendant planned to stop conferring degrees and enrolling new students and that it would become
5 an institute.

6 32. Specifically, Defendant emailed Plaintiffs and the putative class from the
7 President’s Office email account, stating in part that Mills was going to “shift away from being a
8 degree-granting college and toward becoming a Mills Institute that can sustain Mills’ mission.”

9 33. In this same email, President Hillman stated in part that Defendant would:

- 10 • no longer enroll new first-year graduate students after fall 2021;
11 • focus its resources on building degree pathways for its continuing students;
12 • most likely confer its final degrees in 2023;
13 • work under the guidance of Mills’ accrediting agency, WASC Senior
14 College and University Commission, to develop plans for each degree
15 program that Mills offered, enabling students to either earn a Mills degree
16 or transfer to another college or university, and;
17 • begin to transition its academic programs by creating options and degree
18 pathways for all Mills students.

19 34. In this same communication, President Hillman also promised to keep students
20 informed, stating in part:

21 We will provide regular updates as the design of the Mills Institute evolves.
22 At the same time, Mills is pursuing promising discussions with other
23 academic institutions to continue the College’s mission. We also will keep
24 you informed about those discussions.

24 ...

25 Mills takes seriously our obligation to keep you apprised as we assess
26 options and build pathways for transition.

1 35. On or about March 17, 2021, the Provost sent an email following President
2 Hillman’s email with an attachment titled “Mills Transition Undergraduate Student FAQ.” The
3 FAQs stated that “[s]tudents will be able to earn Mills degrees through at least Spring 2023.”

4 ***B. Defendant Announces Merger with Northeastern University***

5 36. On June 17, 2021, President Hillman publicly announced in a press release posted
6 on the school’s website as well as in an email to its students that it was beginning formal
7 discussions with Northeastern University regarding a merger of the two schools.

8 37. Northeastern University is a private, nonprofit, Boston-based university that is co-
9 ed.

10 38. President Hillman stated that this new alliance “would allow for continued conferral
11 of degrees on the Mills campus with the Mills name as part of those degrees; enhanced support for
12 Mills’ current students, faculty, and staff; and the future development of new educational
13 programs.”⁸

14 39. President Hillman further stated that as part of the schools’ alliance:

- 15 • Mills would be gender inclusive at the undergraduate level.
- 16 • Current Mills students would be able to complete their degrees at Mills or
17 at Mills College at Northeastern University, depending on a student’s
18 degree path and timing of the alliance.
- 19 • Prior to finalization of the alliance, Mills students would also have the
20 possible option to transfer to Northeastern at no additional cost, based on
21 individual degree paths, or to transfer to other universities with which Mills
22 has negotiated transfer agreements.

23 40. President Hillman’s email reaffirmed the promise that Defendant would most likely
24 confer its final degrees in 2023.

25 41. President Hillman represented that more information was expected to be available
26 in the fall regarding specific pathways and that scholarship and financial aid commitments that

27 _____
28 ⁸ *Mills College & Northeastern University Pursue New Alliance* (June 17, 2021), available at
<https://www.mills.edu/news/news-stories/new-alliance-announcement.php>.

1 Mills made to current Mills College students would be honored by Mills College at Northeastern
2 University – the new name of the organization once the merger was complete.

3 42. At the time of the June 17, 2021 announcement, Mills knew or should have known
4 whether it was going to meet its previous promise to confer degrees through at least 2023. It was
5 negligent, misleading, and deceitful for Defendant to reaffirm, in June 2021, that it would confer
6 its degrees through 2023 if that material fact was false or had not been confirmed with
7 Northeastern.

8 43. With the exercise of reasonable care, Mills could have provided accurate
9 information prior to the fall 2021 semester. The failure to do so constitutes a material
10 misrepresentation by omission.

11 44. On September 14, 2021, Defendant announced that the Mills Board of Trustees had
12 approved a merger between Mills College and Northeastern University, and that Mills College
13 would cease conferring degrees after June 30, 2022, as the merger was set to take effect on or
14 about July 1, 2022. This was approximately one year sooner than Defendant had previously
15 promised.⁹

16 45. Defendant also announced at this time that any degrees issued after June 30, 2022,
17 would be issued by Mills College at Northeastern University – not by Defendant.

18 46. Notably, Defendant made these announcements approximately *six days after* the
19 September 8, 2021, deadline for students to withdraw and receive any tuition refund.

20 47. Defendant’s failure to provide updated information regarding the expected date for
21 final conferral of Mills degrees prior to the fall 2021 semester withdrawal deadline constitutes a
22 material misrepresentation by omission.

23 48. That same day, President Hillman emailed Defendant’s students, including
24 Plaintiffs, stating that support would be provided to “enable currently enrolled students to complete
25 their degrees without increases in anticipated costs.”

26 _____
27 ⁹ See *Mills College to Merge with Northeastern University* (Sept. 14, 2021), available at
28 <https://www.mills.edu/news/press-releases/mills-to-merge-with-northeastern-university.php#:~:text=Oakland%2C%20CA%E2%80%94September%2014%2C,cultivating%20women's%20leadership%20will%20endure>.

1 49. Defendant further stated during a town hall meeting for students on or about
2 September 14, 2021, that Defendant would provide degree maps soon and hoped to do so by the
3 end of the month. However, this did not happen.

4 50. On September 22, 2021, the Provost’s Office at Mills College emailed the student
5 body, repeating Defendant’s promise that current Mills students who continue at Mills College at
6 Northeastern University “will be able to complete their degrees without increases in anticipated
7 costs.”

8 ***C. Defendant Abruptly Eliminates Majors and Fails to Provide Accurate Degree***
9 ***Mapping to Students.***

10 51. On January 19, 2022, Defendant hosted another town hall meeting for students.

11 52. For the first time, Defendant notified students that it planned to eliminate all Mills
12 College majors and programs that did not already exist at Northeastern University. For example,
13 Defendant planned to eliminate the Art History program, and students in the program were
14 encouraged to instead enroll in the Art program, a completely different program focused on studio
15 artwork, rather than the sort of art history background often needed for those wishing to pursue
16 careers in museums or academia. Defendant planned to eliminate the Dance program, and students
17 in the program were encouraged to instead enroll in the entirely distinct Art or Theater programs.
18 Further, Defendant planned to discontinue majors like Child Development and Education – these
19 students were encouraged to instead enroll in utterly distinct Human Services and Communications
20 programs. Many other programs were similarly eliminated.

21 53. It was not until January 2022, approximately seven months after students were first
22 informed of Defendant’s impending alliance with Northeastern, that Defendant first notified
23 students, including Plaintiff Cordrey, that certain degrees would be eliminated. Defendant delayed
24 in disclosing this information until the beginning of the spring semester, which commenced on
25 January 19, 2022.

26 54. On or about January 22, 2022, Defendant sent undergraduate students a letter
27 stating they only had one week to provide their notice of intent to continue at Mills College at
28 Northeastern, even though students only first learned of the eradication of certain programs just

1 days earlier. Those who chose to stay were required to adjust their degree if it was not offered by
2 Northeastern.

3 55. Defendant's failure to disclose the elimination of degrees and programs prior to the
4 enrollment deadline for the spring 2022 semester constitutes a material misrepresentation by
5 omission.

6 56. With the exercise of reasonable care, Mills could have provided accurate
7 information prior to the spring 2022 semester.

8 57. On or about February 25, 2022, Defendant's Provost's Office emailed its students,
9 including Plaintiff Cordrey, and acknowledged that a number of students had "received a degree
10 audit that was incomplete."

11 58. A degree map essentially is an audit of a student's Mills transcript to determine (1)
12 completed coursework; (2) remaining coursework outstanding in order to complete their degree;
13 and (3) an estimated time to complete their degree. Thus, the degree map is a critical tool for
14 students to make an informed decision on how to spend their educational resources and time.

15 59. In this same email, students were told that once their map was ready, Northeastern
16 transition counselors, Jordana Bischoff and Shelby Stewart, would reach out to schedule a time to
17 meet.

18 60. It was not until March 5, 2022, that Defendant provided Plaintiff Cordrey with her
19 degree map, which provided that some if not nearly all of her credits were no longer transferable.
20 This was on top of the previous news that her major was being eliminated.

21 61. As of the date of this complaint, Mills students have not been informed what
22 courses will be available next fall.

23 62. Because of Defendant's false promises, misinformation, and misrepresentations,
24 students like Plaintiff Cordrey are now left with the ultimatum of being forced to change their
25 major or transfer to another school that offers their desired program, resulting in delayed
26 graduation dates and additional expenses.

27 63. What is more, because of Defendant's late and incomplete disclosures, students
28 who would have desired to transfer, have missed deadlines to do so. For example, Defendant's

1 own website provides that students interested in transferring out of Mills into another school for
2 spring 2022 “should begin the transfer process no later than early October 2021.” Similarly,
3 Defendant’s website provides that students interested in transferring out of Mills and into another
4 school for the fall 2022 semester “should begin the transfer process no later than early December
5 2021.”¹⁰

6 **II. Plaintiff Willa Cordrey**

7 64. Plaintiff Cordrey began her studies at Mills in August 2019 with the goal of
8 becoming a licensed teacher in California.

9 65. As of March 2021, Plaintiff Cordrey was projected to graduate from Mills College
10 in May 2023 with a Bachelor of Arts degree in Education, and to receive her California teaching
11 credential and Masters in Education degree in May 2024.

12 66. On or about March 17, 2021, Plaintiff Cordrey received and reviewed the email
13 from President Hillman announcing the closure of Mills as described in paragraphs 31-34, *supra*.

14 67. Plaintiff Cordrey also reviewed the FAQ attachment described in paragraph 35,
15 *supra*, and relied on Defendant’s representation that students should be able to earn a Mills degree
16 through at least Spring 2023.

17 68. In order to ensure she would complete her degree and credential by May 2023,
18 Plaintiff Cordrey changed her major to Child Development and Elementary Education on or about
19 April 6, 2021. Multiple school advisors informed her that this would allow her to get a Bachelor’s
20 degree and a multiple-subject teaching credential in four years, finishing in 2023.

21 69. On April 26, 2021, Plaintiff Cordrey received an email from Mandala Pham,
22 Defendant’s Outreach, Partnerships, and Student Communications Specialist, School of
23 Education, stating in part:

24 Based on the information the college has provided about conferring our last degrees
25 in spring 2023, we are operating with the understanding that the credential program
26 will end in spring 2023. With that said, any undergraduate who has completed all
27 of their BA requirements by the end of spring 2022 would be eligible to complete

28 ¹⁰ *Transferring to an Official Partner School*, available at <https://inside.mills.edu/academic-resources/transfer-partnerships/index.php>.

1 the credential program by the end of the 2022-2023 academic year. Generally
2 speaking, that includes current juniors and seniors.

3 70. In addition to changing her major, Plaintiff Cordrey paid for and completed two
4 summer courses during the summer of 2021 to ensure she was on track to complete her degree and
5 requisite credentials by the 2023 deadline.

6 71. Plaintiff Cordrey learned on or about June 17, 2021, of Mills' plans for a future
7 alliance with Northeastern University. She reviewed President Hillman's email (as described in
8 paragraphs 36, 38-41, *supra*) and understood she would still be able to graduate with a Mills degree
9 in her desired field.

10 72. Plaintiff Cordrey reenrolled as a full-time student and continued her education at
11 Mills for the fall 2021 in reliance on the Defendant's assurances she would be able to complete
12 her desired Mills degree and credential by 2023.

13 73. Plaintiff Cordrey continued to meet with her advisor throughout the 2021-2022
14 academic school year to ensure she was on track to graduate on time with her desired degree and
15 credential.

16 74. By way of example, on or about November 9, 2021, Plaintiff Cordrey met with
17 Professor Emily Nusbaum to discuss her completion of the program. Nusbaum emailed Cordrey,
18 stating in part:

19 I ended [sic] having a conversation with Dr. Galguera today, which is easier often
20 than via email. I have some great news for you, Willa! B/c of the program you are
21 in and how structured it is, if you complete all of what is required by the end of the
22 spring semester then you will just enroll in the summer/and '22/'23 AY courses
23 listed. You don't apply in or anything like that. And yes- you will end up with a
24 Multiple Subjects credential at the end of next year.

25 75. On or about November 17, 2021, Plaintiff Cordrey was assured by Defendant's
26 staff that she would be able to complete her desired program by 2023. Specifically, Wendi
27 Williams, Dean of the School of Education, told her that the program would run in the summer of
28 2022 and that Plaintiff Cordrey would be able to graduate with her credential in spring 2023. This
teaching credential would enable Cordrey to teach in California in her designated field.

1 76. Plaintiff Cordrey was again assured on or about January 6, 2022, via email from
2 Mandala Pham that she was on track to receiving her credential as part of the integrated 4-year
3 bachelor’s program.

4 77. Plaintiff Cordrey relied on Defendant’s representations in continuing to invest in
5 her Mills education.

6 78. On January 19, 2022, Plaintiff Cordrey attended a town hall hosted by Defendant
7 to discuss transition pathways at Northeastern. At this meeting, she discovered for the first time
8 that her major, Child Development and Elementary Education, was eliminated. She reviewed the
9 transition pathways document Defendant put together and now “Child Development” was mapped
10 to “Human Services” and “Education” was mapped to “Communications.”

11 79. Defendant’s proposed “transition pathways” were completely different degrees.
12 Not only would they not help Plaintiff Cordrey learn how to become a teacher, but she would be
13 required to take wholly unrelated classes like “Free Speech in Cyberspace.” Further, this pathway
14 would not allow Plaintiff Cordrey to obtain the requisite credentials needed to teach in the State
15 of California.

16 80. Plaintiff Cordrey was shocked and immediately reached out to her advisor.

17 81. On or about January 20, 2022, Plaintiff’s advisor, an Associate Professor &
18 Director of Early Childhood Special Education, notified Plaintiff Cordrey via email that there was
19 no way Plaintiff Cordrey would be able to graduate with her teaching credential, contrary to
20 Defendant’s prior, repeated misrepresentations that Plaintiff’s program would be continuing.
21 Because of the accreditation required through the California Commission on Teacher
22 Credentialing (“CTC”) and Mills’ merger with Northeastern (a non-California school), the
23 teaching credential program was canceled. This advisor told Plaintiff that she had “a right to be
24 furious.”

25 82. On or about February 14, 2022, Plaintiff Cordrey met with President Hillman to
26 share the impact of Defendant’s actions on her and other students. Plaintiff Cordrey told President
27 Hillman what Defendant’s actions meant for her future plans to become a teacher and asked
28 President Hillman for her help. President Hillman explained that she expected Mills at

1 Northeastern University to have an education department at some point in a couple of years.
2 Plaintiff Cordrey asked her about what that timeline meant for current students like herself, who
3 would not be able to get their teaching credential from Mills. In response, President Hillman said
4 something to the effect of “unfortunately some students are no longer a fit for Mills, and it sounds
5 like you are one of those students.” It was clear that, although Plaintiff Cordrey did everything
6 Defendant required of her, Defendant would not provide Plaintiff with the benefit of the bargain.

7 83. On or about March 5, 2022, Defendant provided Plaintiff Cordrey with her degree
8 map. Plaintiff Cordrey was again surprised to learn for the first time that none of her completed
9 coursework applied to a new degree from Mills at Northeastern University. Approximately ten
10 (10) courses were classified as possible elective and approximately twelve (12) courses had yet to
11 be evaluated. The degree map further indicated that she still needed to complete approximately
12 fifty (50) semester hours in the Communications major if she wanted to transition to that pathway
13 – which was never her educational objective.

14 84. On or about April 11, 2022, Plaintiff Cordrey received an updated degree map
15 stating that she would have to complete approximately twenty-six (26) semester hours in the
16 Communications major if she wanted to transition to that pathway. Thus, the number of semester
17 hours Plaintiff needs to complete for the Communications major continues to change.

18 85. Because of Defendant’s false promises, misinformation, and misrepresentations,
19 Plaintiff Cordrey will no longer be able to complete her desired degree at Mills as promised and
20 will be forced to transfer to do so, further delaying her graduation date and causing her to incur
21 additional expenses. Plaintiff Cordrey would have transferred schools earlier had she known she
22 would not be able to get her degree and teaching credential as promised.

23 **III. Plaintiff Jenny Varner**

24 86. Plaintiff Varner began studies at Mills College in August 2018. As of March 2021,
25 Varner was on track to graduate from Mills College in May 2023 with a Bachelor of Arts in Art
26 History, with a second major in History.

27 87. Plaintiff Varner received the March 17, 2021, communication from Defendant
28 stating that Mills students could graduate from Mills College through 2023. She subsequently

1 attended a student town hall in spring 2021, wherein, Defendant reiterated they had enough money
2 to get through until at least 2023, meaning that 2023 would be the earliest Defendant would stop
3 conferring degrees. She also reviewed and relied on the June 2021 email from President Hillman
4 reiterating Defendant would be conferring degrees in 2023, as identified in paragraphs 36, 38-41
5 *supra*.

6 88. In reliance on Defendant's repeated promises, Plaintiff Varner developed a plan to
7 ensure that she could graduate by May 2023 and enrolled as a full-time student for the fall 2021
8 semester.

9 89. On or about September 14, 2021, Plaintiff Varner received communication from
10 Defendant via email stating that Mills would stop conferring degrees after June 2022. Plaintiff
11 Varner also attended the student town hall hosted on September 14, 2021.

12 90. Plaintiff Varner was shocked that she would no longer be able to graduate with a
13 Mills degree in light of Defendant's representations and assurances that Defendant would be
14 issuing degrees through 2023.

15 91. Because of the timing of Defendant's notice, Plaintiff Varner was unable to
16 withdraw from the current semester and receive any tuition refund for the fall 2021 semester.

17 92. Plaintiff Varner would not have enrolled at Mills for fall 2021 had she known she
18 would not have been able to graduate in 2023 with a Mills degree. She incurred approximately
19 \$15,421 in costs for the fall 2021 semester.

20 93. Plaintiff Varner decided to transfer following the fall 2021 semester because of
21 Defendant's conduct, but due to the timing of Defendant's communications, Varner was unable to
22 secure a transfer plan for the spring 2022 semester, further delaying her anticipated graduation
23 date.

24 94. In January 2022, Defendant announced that Varner's program, Art History, would
25 be eliminated once the merger with Northeastern University was effective.

26 95. Plaintiff has since enrolled at Lewis & Clark University, where the tuition is
27 approximately \$8,000 more per year than at Mills. Plaintiff Varner is pursuing a degree in Art
28

1 History and History but will likely graduate one year later than expected because of the delays
2 caused by Defendant's unlawful conduct.

3 96. Plaintiff Varner enrolled in summer courses for 2022 at Lewis & Clark to make up
4 for not being able to attend school in spring 2022 and also in case credits from Mills do not transfer
5 to Lewis & Clark.

6 97. Further, Lewis & Clark has an academic residency requirement, meaning that a
7 transfer student must complete at least 60 semester credits at Lewis & Clark out of the 128 semester
8 credits required for the degree.

9 98. Plaintiff Varner has incurred approximately over \$10,000 for these summer
10 courses. This of course does not take into account future summer courses she may be required to
11 take in order to graduate with her desired degrees in a timely manner and to meet the residency
12 requirement at Lewis & Clark.

13 **IV. Other Students Harmed by Defendant's Conduct**

14 99. Joya Saxena ("Saxena") began studies at Mills College in August 2020. As of
15 March 2021, Saxena was on track to graduate from Mills College in May 2024 with a Bachelor of
16 Arts in Education.

17 100. Saxena received the March 2021 and June 2021 communications from Defendant
18 stating that Mills students could graduate from Mills College and that it would focus its resources
19 on building degree pathways for its continuing students. Saxena received additional assurances
20 from Defendant that Mills College would undergo a merger with another school, and that such a
21 merger would preserve all of the academic programs that Mills offers.

22 101. In reliance on the promises that any upcoming closure or merger would not impact
23 her ability to receive her Bachelor of Arts in Education, Saxena enrolled in the fall 2021 semester
24 and spring 2022 semester at Mills.

25 102. On or about March 5, 2022, Defendant provided Saxena with her degree map. None
26 of Saxena's completed coursework appeared to apply to the Communications studies pathway at
27 Northeastern University. Approximately nine courses were classified as possible electives and
28 approximately four courses had yet to be evaluated. The degree map indicated that Saxena still

1 needed to complete approximately 52 semester hours in the Communication studies major in order
2 to graduate.

3 103. Saxena was left with no other option than to transfer colleges in order to receive
4 her Bachelor of Arts in Education.

5 104. Saxena is expected to complete additional semesters of coursework in order to
6 graduate at another institution and is projected to graduate in fall of 2024 or spring of 2025. This
7 is later than her anticipated spring 2024 graduation date from Mills.

8 105. Savannah McCoy (“McCoy”) began studies at Mills College in August 2019. As
9 of March 2021, McCoy was on track to graduate from Mills College in May 2023 with a Bachelor
10 of Science in Biology.

11 106. McCoy received the March 2021, communication from Defendant stating that Mills
12 students could graduate from Mills College through May 2023. Plaintiff McCoy enrolled for the
13 Fall 2021 semester in reliance on the promise that she would be able to graduate from Mills College
14 in 2023.

15 107. Defendant did not provide McCoy with an updated degree map until Spring 2022
16 – at least one of McCoy’s courses was not transferable.

17 **CLASS ACTION ALLEGATIONS**

18 108. Plaintiffs and the putative class hereby re-allege and incorporate the foregoing
19 paragraphs of this Complaint.

20 109. Plaintiffs seek certification of this lawsuit as a class action, pursuant to section 382
21 of the Code of Civil Procedure, in order that their rights, and the rights of the putative class, be
22 resolved.

23 110. The class is defined as follows:

24 All persons enrolled at Mills on March 17, 2021, and who re-enrolled at Mills for
25 the fall 2021 semester.

26 111. Excluded from the putative class are the immediate family of any officer, director,
27 or senior administrator of Defendant or Northeastern University; the immediate family of any
28 judge to whom this case is assigned; and the immediate family of any members of the judge’s staff.

1 112. This putative class is easily ascertainable and readily definable as all class members
2 are registered students of Defendant.

3 113. The putative class is so numerous that joinder of all members is impracticable.
4 While the precise number of putative class members has not yet been determined, several hundred
5 individuals likely satisfy this class definition.

6 114. Plaintiffs maintain a well-defined community of interest with the putative class.

7 115. Plaintiffs are able to fairly and adequately represent and protect the interests of the
8 putative class. No known conflicts exist between Plaintiffs and the class they seeks to represent.
9 Likewise, Plaintiffs' Counsel are competent and experienced in litigating large class actions.

10 116. The named Plaintiffs are members of the putative class and are typical of other class
11 members. Plaintiff Cordrey was enrolled at Mills at the time Defendant announced its impending
12 closure on March 17, 2021 and is currently enrolled as of the date of the complaint filing. Plaintiff
13 Cordrey reviewed and reasonably relied on Defendant's misleading communications to her
14 detriment as outlined herein and was damaged as a result. Plaintiff Varner was enrolled at Mills at
15 the time of Defendant announced its impending closure on March 17, 2021, re-enrolled for the fall
16 2021 semester, and thereafter transferred to another institution. Plaintiff Varner reviewed and
17 reasonably relied on Defendant's misleading communications to her detriment as outlined herein
18 and was damaged as a result.

19 117. At all applicable times, Defendant has subjected Plaintiffs and the putative class to
20 common policies and practices.

21 118. Plaintiffs and the putative class also have suffered ascertainable damages and losses
22 as a result of Defendant's common course of conduct in violation of law as alleged herein.

23 119. The issues surrounding this lawsuit present common questions of law and fact, and
24 these common questions predominate over the variations, if any, which may exist between
25 members of the class. These common, predominant questions of law and fact include, but are not
26 limited to, the following:

- 27 a) Whether Defendant made false or misleading representations
28 regarding the ability for students to graduate with their intended programs;

- 1 b) Whether Defendant made false or misleading representations
2 regarding the ability for students to graduate by 2023;
- 3 c) Whether Defendant made false or misleading representations
4 regarding the transferability of credits;
- 5 d) Whether Defendant made false or misleading representations
6 regarding the ability for students to continue their education at Mills or
7 Mills at Northeastern with no increased costs
- 8 e) Whether Defendant failed to disclose material facts to Plaintiffs and
9 the putative class;
- 10 f) Whether Defendant violated the California Unfair Competition
11 Law, Cal. Bus. & Prof. Code § 17200, et. seq.;
- 12 g) Whether Defendant violated the California False Advertising Law,
13 Cal. Bus. & Prof. Code § 17500, et seq.;
- 14 h) Whether Defendant made negligent representations to Plaintiffs
15 and the putative class;
- 16 i) The nature of appropriate declaratory and injunctive relief; and
17 j) The appropriate measure and amount of damages due to Plaintiffs
18 and the putative class.

19 120. The questions of law and fact listed above will yield common answers for Plaintiffs
20 and the class as to whether Defendant is liable for the alleged legal violations.

21 121. Class adjudication would provide a substantial benefit to the Court, the parties, and
22 the putative class, promoting the interests of justice and judicial efficiency. Management of this
23 case as a class action will not present any likely difficulties and is the best mechanism for providing
24 members of the putative class with a meaningful opportunity for relief. Conversely, individual
25 actions by each member of the class injured or affected would result in a multiplicity of actions,
26 and potentially inconsistent judgments, creating a hardship to Plaintiffs, the putative class, the
27 Court, and Defendant. The damages suffered by the individual members of the putative class are
28 small compared to the expense and burden of vigorous individual prosecution of this litigation

1 against an institutional defendant. Accordingly, a class action is the superior method for the fair
2 and efficient adjudication of this lawsuit and distribution of the common fund to which the putative
3 class is entitled.

4 122. This action is further maintainable as a class action because Defendant has acted or
5 refused to act on grounds that apply generally to the putative class, so that final injunctive relief
6 or corresponding declaratory relief is appropriate respecting the putative class as a whole.

7 **FIRST CAUSE OF ACTION**
8 **UNFAIR COMPETITION LAW**
9 **(Cal. Bus. & Prof. Code § 17200, et. seq.)**
10 **(On Behalf of Plaintiffs and the Putative Class)**

11 123. Plaintiffs and the putative class allege and incorporate by reference the allegations
12 in the preceding paragraphs.

13 124. The California Unfair Competition Law (UCL), Cal. Bus. & Prof. Code § 17200,
14 et seq., prohibits any unlawful, unfair or fraudulent business acts or practices and unfair, deceptive,
15 untrue or misleading advertising, and any act prohibited by Cal. Bus. & Prof. Code § 17500.

16 125. Defendant's course of conduct, acts, and practices alleged throughout this
17 Complaint each constitute a separate and independent violation of the UCL. Defendant's conduct
18 described herein violates the policy, spirit, and letter of the law and otherwise significantly
19 threatens or harms competition. The following misrepresentations are examples of Defendant's
20 unfair, fraudulent, and unlawful actions:

- 21 a) the ability to graduate from Mills in the student's chosen program, *see*,
22 *e.g., supra* ¶¶ 33-35, 39, 52-53, 55-56;
- 23 b) the ability to graduate from Mills by 2023, *see, e.g., supra* ¶¶ 33-35, 40,
24 42-43;
- 25 c) the ability to continue their education at Mills or Mills at Northeastern
26 with no increased costs, *see, e.g., supra* ¶¶ 39, 48, 50 and;
- 27 d) the transferability of credits, *see, e.g., supra* ¶¶ 33-35, 39, 55-57, 60, 62.

28 126. Plaintiffs relied on the representations described herein before re-enrolling, and in
deciding to continue their enrollment, and taking additional summer courses.

1 misleading statements, by any means, in connection with the sale of property or services. Cal.
2 Bus. & Prof. Code § 17500. This prohibition extends to statements that are either known to be
3 untrue or misleading or which by the exercise of reasonable care should be known, to be untrue or
4 misleading. *Id.*

5 138. The following communications from Defendant act as Defendant's representations
6 of its goods and services to students before students decided to continue to enroll with Mills and/or
7 increase their course load with the expectation they would be able to graduate by 2023:

- 8 a) the email communication from President Hillman on March 17, 2021,
9 *see supra* ¶¶ 31-34;
- 10 b) the FAQ email communication from Defendant's Provost on March 17,
11 2021, *see supra* ¶ 35;
- 12 c) the email and press release communicated by President Hillman on June
13 17, 2021, *see supra* ¶¶ 36, 38-43;
- 14 d) The email communication from President Hillman on September 14,
15 2021, *see supra* ¶ 48, and;
- 16 e) The email communication from Defendant's Provost's Office at Mills
17 college on September 22, 2021, *see supra* ¶ 50.

18 139. Defendant's communications contained false, deceptive, and misleading statements
19 regarding:

- 20 a) the ability to graduate from Mills in the student's chosen program, *see*,
21 *e.g.*, *supra* ¶¶ 33-35, 39, 52-53, 55-56;
- 22 b) the ability to graduate from Mills by 2023, *see, e.g.*, *supra* ¶¶ 33-35, 40,
23 42-43;
- 24 c) the ability to continue their education at Mills or Mills at Northeastern
25 with no increased costs, *see, e.g.*, *supra* ¶¶ 39, 48, 50, and;
- 26 d) the transferability of credits, *see, e.g.*, *supra* ¶¶ 33-35, 39, 55-57, 60, 62.

27 140. Defendant's statements were rendered false, deceptive, and misleading, because,
28 among other things, Defendant failed to provide timely, accurate information.

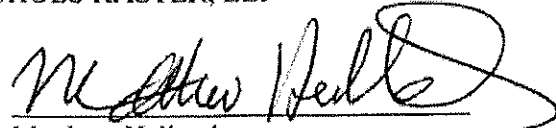
DEMAND FOR JURY TRIAL

154. Plaintiffs and the putative class hereby demand a jury trial with respect to all causes of actions and claims for which they have a right to jury trial.

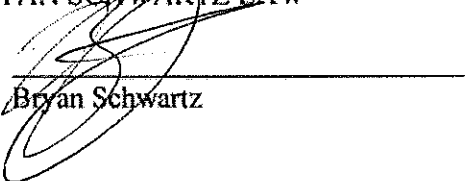
Respectfully submitted,

Dated: 5/11/22

NICHOLS KASTER, LLP

By: 
Matthew Helland

BRYAN SCHWARTZ LAW

By: 
Bryan Schwartz

ATTORNEYS FOR INDIVIDUAL AND REPRESENTATIVE PLAINTIFFS