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Counsel for Plaintiff and the Putative Class

JOSHUA A. MACHCINSKI, individually
and on behalf of all others similarly situated,
360 4th Street
Lyndhurst, New Jersey 07071,

Plaintiff,

v.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY,
57 US Highway 1,
New Brunswick, New Jersey 08901

Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX
COUNTY**

Case No.

CIVIL ACTION

CLASS ACTION COMPLAINT

SERVE:

Office of the Secretary of the University
Rutgers, the State University of New Jersey
Winants Hall, Room 112
7 College Avenue
New Brunswick, New Jersey 08901-1260

Office of the Vice President and General
Counsel
Rutgers, the State University of New Jersey
Liberty Plaza
335 George Street, Suite 2160
New Brunswick, NJ 08901

Plaintiff Joshua A. Machcinski, by and through his undersigned counsel, brings this Class Action Complaint against Defendant Rutgers, the State University of New Jersey (“Rutgers” or “Defendant”) and alleges as follows based upon information and belief, except as to the allegations specifically pertaining to him, which are based on personal knowledge:

1. “*College is really expensive.*”¹
2. “After adjusting for currency inflation, college tuition has increased 747.8% since 1963 And between 1980 and 2020, the average price of tuition, fees, room and board for an undergraduate degree increased by 169%, according to a report from the Georgetown University Center on Education and the Workforce.”²

¹ Nicole Goodkind, “Some colleges cost \$95,000 per year, and they’re only getting more expensive. Here’s why,” CNN (July 16, 2023), <https://www.cnn.com/2023/07/16/investing/curious-consumer-college-cost/> (last visited Dec. 2, 2025) (emphasis added).

² *Id.*

3. Worse still, “it just keeps getting more expensive.”³ According to *The Hechinger Report*, for example, “[s]tudents nationwide are facing increases in tuition this fall of as high as 10 percent, along with ***new fees and rising costs for dorms and dining.***”⁴

4. Indeed, one reason for the rising costs is the significant fees that colleges and universities are charging students to dine on campus. College and university meal plans – the costs of which “have climbed alongside tuition” – are now “one of the most expensive line items on a student’s bill after tuition and housing.”⁵

5. According to *U.S. News & World Report* (“*U.S. News*”): “College meal plans are pre-paid accounts that provide students with access to dining services on campus. Depending on the selected plan, students are given a set number of swipes per week to use at dining halls or other food vendors on or near campus. Schools typically ***require*** residential students to purchase a meal plan, especially first-year students, as kitchen space is limited in dormitory common rooms.”⁶

³ *Id.*

⁴ Jon Marcus. “After years of quietly falling, college tuition is on the rise again,” *The Hechinger Report* (Oct. 13, 2025), *available at* <https://hechingerreport.org/after-years-of-quietly-falling-college-tuition-is-on-the-rise-again/> (last visited Dec. 2, 2025) (emphasis added).

⁵ Liliana Hall, “College Students Are Paying More Than Ever to Eat in Campus Dining Halls,” *Money* (Aug. 5, 2025), *available at* <https://money.com/college-meal-plan-costs-rising/> (last visited Dec. 2, 2025).

⁶ Sarah Wood, “Paying for Meals at College: What to Know About Costs,” *U.S. News & World Report* (Feb. 9, 2022), *available at* <https://www.usnews.com/education/best-colleges/paying-for-college/articles/paying-for-meals-at-college-what-to-know-about-costs> (last visited Dec. 2, 2025) (emphasis added). *See also infra* at n.7 (discussing the mandatory nature of meal plans). While the meal-swipe approach is exceedingly prevalent on college and university campuses across the country, there are also other approaches to meal plans, such as the “*a la carte*” approach. *See, e.g.*, “Meal Plans Just for You!,” *EWU Dining Services*, <https://inside.ewu.edu/dining/mealplans/> (last visited Dec. 2, 2025) (“À la Carte is a penny-a-point system that allows you to purchase items at any EWU Dining Services location without tax. For ease of use, points are converted to a cash tender type; for example, 142,500 points in À la Carte will translate to \$1,425.00.”).

6. According to at least one report, “98[percent] of schools” – including Rutgers University - New Brunswick (“Rutgers – New Brunswick”) – “**require** incoming students to purchase a meal plan.”⁷

7. The college or university sets the meal plan(s) that its students are required to purchase, as well as the amount(s) charged for the plan(s). At best, students are provided with limited options from which to choose their meal plans. At Rutgers – New Brunswick, current students are presented with the following meal-plan choices:⁸

[Remainder of page intentionally left blank.]

⁷ Hall, *supra* (emphasis added) (citing Education Loan Finance study). *See also, e.g.*, “FAQs,” *Auburn University*, <https://campusdining.auburn.edu/homepage/how-it-works/faqs/> (last visited Dec. 2, 2025) (“All undergraduate students enrolled in at least one class on Auburn University’s campus are required to purchase a meal plan.”); “Meal plan basics,” *SMU*, <https://www.smu.edu/enrollment-services/student-financial-services/cost-and-payment/meal-plans> (last visited Dec. 2, 2025) (“All resident students are required to purchase a meal plan.”); “Meal Plan Terms, Conditions, and Regulations,” *Penn State*, <https://liveon.prod.fbweb.psu.edu/university-park/mealplanTCRs> (last visited Dec. 2, 2025) (“The Campus Meal Plan is a required purchase for all students living in University Housing, with the exception of students who reside in University-owned apartments.”).

⁸ *See* “New Brunswick Meal Plans,” *Rutgers-New Brunswick Student Affairs*, <https://food.rutgers.edu/meal-plans> (last visited Dec. 2, 2025) (“New Brunswick Meal Plans”). *See also, e.g.*, “Dining Experience,” *Quinnipiac University*, <https://www.qu.edu/student-life/dining/meal-plans/> (last visited Dec. 2, 2025) (setting forth school’s meal-plan options); “Dartmouth Dining,” *Dartmouth*, <https://dining.dartmouth.edu/meal-plans/meal-plan-options> (last visited Dec. 2, 2025) (same); “Dining Plans,” *Temple University*, <https://studentaffairs.temple.edu/housing/campus-living/dining/dining-plans> (last visited Dec. 2, 2025) (same).

New Brunswick Meal Plans: Fall 2025– Spring 2026

Meal Plan	Cost Per Semester	Meals Per Semester
Scarlet		
Unlimited	\$3,767	Unlimited
255 Plan	\$3,634	255
210 Plan*	\$3,396	210
150 Plan**	\$3,209	150
100 Plan	\$2,033	100
75 Plan	\$1,579	75
50 Plan	\$1,173	50

8. Generally, college students are billed and/or required to pay for their meal plans – which can be accessed via their student identification cards⁹ – prior to the start of a given semester.¹⁰

⁹ See, e.g., “University Dining,” *Ball State University*, <https://www.bsu.edu/campuslife/dining/mealplans> (last visited Dec. 2, 2025) (“Your Ball State identification card is used to access your meal plan and is swiped at the registers.”); “Meal Plans,” *George Mason University*, <https://masoncard.gmu.edu/meal-plans/> (last visited Dec. 2, 2025) (“Tap your mobile device or plastic Mason ID card on the university card reader, it will automatically access your meal swipes or dining dollar account.”); “UC Santa Barbara Access ID Card,” *University of California, Santa Barbara*, <https://www.accessid.ucsbg.edu/gaucho-bucks/use-accounts> (last visited Dec. 2, 2025) (“The UCSB Access ID enables students to access two separate accounts: Gaucho Bucks and your Residential or Off-Campus Meal Plan.”) (emphasis omitted).

¹⁰ See, e.g., “Card Services,” *James Madison University*, <https://www.jmu.edu/cardctr/meal-plans/prices.shtml> (last visited Dec. 2, 2025) (“All meal plans will automatically renew for the spring semester and be billed with tuition each December.”); “University Housing and Dining Services,” *University of Vermont*, <https://www.uvm.edu/housingdining/costs> (last visited Dec. 2, 2025) (“Students living on campus are billed each semester for a room, meal plan, and Inter-Residence Association fee. Semester bills are payable to UVM Student Financial Services in August and January.”); “Temple, let

9. “On top of being a required expense at most campuses, meal plans often offer little flexibility. **Many schools don’t refund unused dining dollars or meal swipes.** Leftover funds from the fall semester typically roll over, but they usually expire by the end of the academic year. Students who don’t use their full plan still pay the full cost up-front, further padding university revenue.”¹¹

10. Colleges and universities set the amounts of meals that they require students to purchase expecting and knowing full well that the average student will not use all of his or her “swipes” during the time permitted. For example:

Bruce Van den Berghe, the vice president for auxiliary services at the University of St. Thomas, said ““colleges and universities set [meal-plan] pricing knowing that students are going to miss 10 to 15 percent of their meals. ...””¹²

students donate their swipes,” *The Temple News* (Feb. 29, 2024), available at <https://temple-news.com/temple-let-students-donate-their-meal-swipes/> (last visited Dec. 2, 2025) (“Temple students have to pay for their meal plans at the beginning of the semester”). Cf. also, e.g., “Mason Card Office,” *George Mason University*, <https://masoncard.gmu.edu/meal-plan-terms-and-conditions/> (last visited Dec. 2, 2025) (“All meal plans are billed for the entire academic year. Billing occurs both for the fall and spring semesters.”); “Meal Plan Effective Dates,” *University of Georgia*, <https://dining.uga.edu/faq/meal-plan-effective-dates/> (last visited Dec. 2, 2025) (“UGA Dining Services meal plan contracts are for the duration of the academic year consisting of fall and spring semesters.”).

¹¹ Hall, *supra* (emphasis added). See also, e.g., Wood, *supra* (“[I]f not budgeted correctly, there’s also a risk of being left with extra meals or dollars at the end of the semester or year. Some meal plans roll over from the fall to spring semester but not to another academic year. Others don’t roll over at all and are nonrefundable except under certain circumstances such as a leave of absence or withdrawal from the university.”).

¹² Theresa Malloy, “What happens to leftover meal plans, flex dollars,” *TommieMedia* (Feb. 11, 2010), available at <https://www.tommiemedia.com/what-happens-to-leftover-meal-plans-flex-dollars/> (last visited Dec. 2, 2025). See also Tina Kelley, “College kids leave lots of money unused on their meal cards. N.J. has a plan to spend it.” *NJ.com* (Feb. 28, 2024), <https://www.nj.com/education/2024/02/nj-cooking-up-plan-for-the-money-college-kids-leave-unspent-on-their-dining-hall-cards.html> (last visited Dec. 2, 2025) (stating that, according to the interim executive director of the New Jersey Association of State Colleges and Universities, “college contracts with food vendors include the assumption that 30% to 40% of meals will not be purchased”); Kelly Emmrich & Abigail Whittington, “Millions of dollars left over annually from unused flex money,” *The Weekly Ringer* (Apr. 19, 2017), available at <https://theweeklyringer.com/2017/04/19/millions-of-dollars-left-over-annually-from-unused-flex-money/> (last visited Dec. 2, 2025) (estimating that, at the University of Mary Washington in 2017, “an average of 26 percent of swipes are not used by meal plan participants”).

11. Indeed, at least certain colleges or universities include within their annual budget expected revenue that they anticipate receiving from unused meal plans and/or dining dollars. For example, at Virginia Commonwealth University – where “thousands of meal plans aren’t used in their entirety each year” and “[t]he revenue from unused meal plans amounts to about \$1 million for the university” – the university has stated that “it relies on students not spending their entire meal plan”¹³

12. According to the Student Press Law Center – and myriad other sources – “students forfeit many thousands of dollars every year in unused meals/swipes and debit dollars.”¹⁴

¹³ Emmrich & Whittington, *supra*. See also Jasmine Cannon, “More than 10 percent of Dining Dollars go unused each year,” *The Crimson White* (Apr. 3, 2012), available at <https://thecrimsonwhite.com/11226/news/more-than-10-percent-of-dining-dollars-go-unused-each-year/> (last visited Dec. 2, 2025) (“Every [University of Alabama] student is well aware of the mandatory purchases of \$300 in Dining Dollars and a freshman year meal plan that are required. But like so many plates at the dining halls, there are often leftovers on student accounts. What happens to those? ... ‘**Meal Plan balances do not roll over [after the spring] because the funds collected as payment for the meal plan are budgeted** to allow Bama Dining to purchase food, pay workers, pay for utility and maintenance charges and all other operating costs involved in serving over 1 million meals per year,’ [Kristina] Hopton-Jones[, director of the University of Alabama Dining Services] said.”) (emphasis added).

¹⁴ Andrew Averill, “Shining the light on campus dining cards,” *Student Press Law Center* (June 15, 2012), available at <https://splc.org/2012/06/shining-the-light-on-campus-dining-cards/> (last visited Dec. 2, 2025). See also, e.g., Ashley Bolter, “Where do surplus Campus Dining dollars go?,” *Mustang News* (Nov. 20, 2023), available at <https://mustangnews.net/where-do-surplus-campus-dining-dollars-go/> (last visited Dec. 20, 2025) (“Thousands of dollars are left unused at the end of each year from dining plans.”); Anthony Hennen, “UNC System Schools Profiting Off Unused Student Meals,” *The James G. Martin Center for Academic Renewal* (Apr. 1, 2019), available at <https://jamesgmartin.center/2019/04/unc-system-schools-profiting-off-unused-student-meals/> (last visited Dec. 2, 2025) (stating that “some [University of North Carolina system] campuses take in hundreds of thousands of dollars in unspent funds from meal plans”); Emmrich & Whittington, *supra* (“At the end of the 2015-2016 school year, \$103,897 in flex went unused, according to a response to a FOIA request to the public information office.”); Hannah Wood and Chloe Bechard, “UMN collected \$1 million of unspent Gopher GOLD, Dining Dollars in last decade,” *The Minnesota Daily* (Apr. 14, 2024), available at <https://mndaily.com/283384/campus/umn-collected-1-million-of-unspent-gopher-gold-dining-dollars-in-last-decade/> (last visited Dec. 2, 2025) (“The University of Minnesota collected over \$1 million of funds in Gopher GOLD and Dining Dollars account in the last ten years.”).

13. As the Biden Administration – which labeled the “unseen costs of unused meal account funds”¹⁵ as “junk fees”¹⁶ – observed, students face “a financial penalty … as they either lose the money they are entitled to, or are forced to spend remaining funds at the end of the term on items they might not otherwise feel they need.”¹⁷

14. In the end, it is students alone who are left to pay the – inflated – price. Specifically, in addition to having their unused meal plans/swipes expire in clear contravention of applicable law, Rutgers – New Brunswick students – who are compelled to purchase meal plans at artificially inflated prices – are also, *inter alia*, the victims of unconscionable, abusive, and deceptive commercial practices.

THE PARTIES

15. Plaintiff Mr. Machcinski is a resident of Lyndhurst, New Jersey. He is currently enrolled as an undergraduate student in Rutgers’ School of Engineering and attends Rutgers – New

¹⁵ “FACT SHEET: Biden-Harris Administration Takes New Action to Crack Down on Junk Fees in Higher Education” (Mar. 15, 2024), *available* at <https://www.presidency.ucsb.edu/documents/fact-sheet-biden-harris-administration-takes-new-action-crack-down-junk-fees-higher> (last visited Dec. 2, 2025) (“Fact Sheet”).

¹⁶ *Id.* *See also id.* (“Junk fees are hidden costs or surprise fees that companies and institutions include on customer or student bills, increasing their costs.”); *id.* (“Additionally, students aren’t always provided clear and upfront opportunities to avoid fees for services they do not want.”). *Cf. also* Chloe Sorvino, “The hidden costs of campus dining,” *The GW Hatchet* (Feb. 4, 2013), *available* at <https://gwhatchet.com/2013/02/04/the-hidden-costs-of-campus-dining/> (last visited Dec. 2, 2025) (citing study that “found [that] each student pays \$800 extra to [George Washington University] in hidden tuition, based on the price they wouldn’t have to pay if [university retail] prices weren’t inflated”).

¹⁷ Fact Sheet, *supra*.

The rising cost of college education, of course, is *not* a partisan issue. *See, e.g.*, Robert Shireman & Carolyn Fast, “A college tuition cap could be the bipartisan solution we’ve been seeking,” *The Hill* (July 26, 2023), *available* at <https://thehill.com/opinion/education/4118160-a-college-tuition-cap-could-be-the-bipartisan-solution-weve-been-seeking/> (last visited Dec. 2, 2025) (discussing “a trend in which Republican policymakers increasingly voice concern about the cost of college and appear open to the idea of tuition limits”).

Brunswick. In 2024 and 2025, he had unused meal-plan swipes for which he paid that were not returned to him by the university.

16. Rutgers is a corporation organized and existing under the laws of the State of New Jersey. Its principal place of business is in Middlesex County, New Jersey.

17. Rutgers “comprises three main regional locations and the state’s largest academic health centers, each led by a chancellor.”¹⁸ One of those locations is Rutgers – New Brunswick, which Rutgers promotes as its “[f]lagship location.”¹⁹

JURISDICTION AND VENUE

18. This Court has personal jurisdiction over Rutgers because the university is incorporated in, has its principal place of business in, and has continuous and systematic contacts with New Jersey, or as otherwise permitted by law.

19. Venue is proper in this Court pursuant to N.J. Civil Court Rule (“Rule”) 4:3-2(a) because the cause of action arose in Middlesex County and because Rutgers currently, and at all relevant times, has resided in this county, or as otherwise provided by law.

BACKGROUND

20. Rutgers promotes itself as “one of the leading comprehensive public research universities in the nation.”²⁰ According to its website:

Rutgers, The State University of New Jersey, stands among America’s highest-ranked, most diverse public research universities. The oldest, largest, and top-ranked public university in the New York/New Jersey metropolitan area We’re an academic, health, and research powerhouse and a university of opportunity.²¹

¹⁸ “Our Structure,” *Rutgers*, <https://www.rutgers.edu/about/structure> (last visited Dec. 2, 2025).

¹⁹ “Rutgers University – New Brunswick,” *Rutgers*, <https://www.rutgers.edu/new-brunswick> (last visited Dec. 2, 2025).

²⁰ “About Rutgers,” *Rutgers*, <https://www.rutgers.edu/about-rutgers> (last visited Dec. 2, 2025).

²¹ *Id.*

21. Rutgers also states: “Standing among the nation’s leading research universities, Rutgers is acclaimed for the excellent achievements of our people and for their contributions to society in the pursuit of education, research, and health care.”²²

22. Obtaining the benefits of a Rutgers education does not come cheap, though. In addition to certain mandatory and/or other fees, New Jersey residents pay at least \$7,466.50 per semester (or, \$14,933.00 annually) to attend Rutgers – New Brunswick as undergraduates during the 2025-2026 academic year.²³ Non-New-Jersey (*i.e.*, “out-of-state”) residents pay more. For those students, undergraduate tuition each semester during the 2025-2026 academic year ranges from \$15,554.50 (in the School of Nursing) to \$20,891.50 (in the School of Engineering).²⁴ As a result, out-of-state students pay in excess of \$30,000.00-\$40,000.00 in tuition to attend Rutgers – New Brunswick as undergraduates.

23. Not included in the price of tuition at Rutgers – New Brunswick, however, is the cost of a meal plan. That cost is also ***not*** insubstantial. It can range from \$1,173.00 per semester (or, \$2,346.00 per academic year) to \$3,767.00 per semester (or, \$7,534.00 per academic year).

24. At Rutgers – New Brunswick, “[t]he meal plan selected for the fall semester will automatically be selected and charged to the term bill for the spring semester. It is the student’s responsibility to make payment for meal plan charges placed on their term bill, regardless of whether an actual bill is sent.”²⁵

²² *Id.*

²³ See “2025-2026 Tuition Fees By Semester Undergraduate Schools – New Brunswick,” available at https://finance.rutgers.edu/sites/default/files/2025-07/2025-2026%20All%20schools%20tuition%20%26%20fee%20rates_NB-UG.pdf (last visited Dec. 2, 2025).

²⁴ *See id.*

²⁵ New Brunswick Meal Plans, *supra*.

25. At Rutgers – New Brunswick, “[f]irst-year students living in residence hall are **required** to have a 210 Meal Plan.”²⁶ The cost of that plan is \$3,396.00 per semester (or, \$6,792.00 per academic year).

26. Similarly, “[u]pper-class students living in residence halls are **required** to minimally have a 150 Meal Plan.”²⁷

27. A meal plan is “loaded on [a student’s] Rutgers ID.”²⁸ The student “can then tap [his or her] ID at one of the [university’s] dining locations once the semester begins.”²⁹

28. Upon information and belief, the following words appear on the front of each Rutgers student’s ID card: “RUTGERS,” the relevant student’s name, and “STUDENT.” The front of the card also displays the Rutgers logo and a picture of the relevant student.

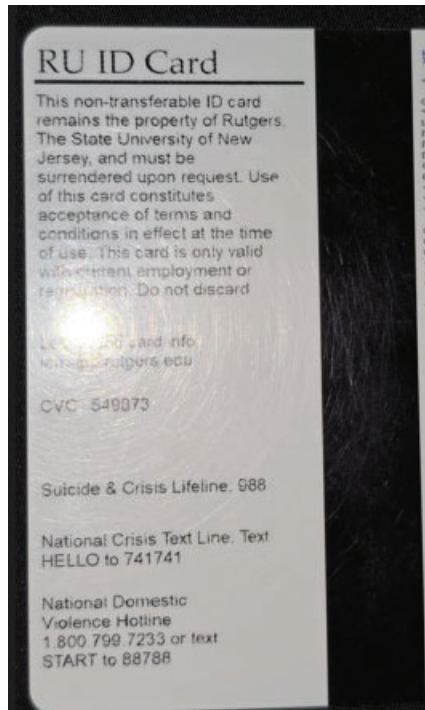
29. The back of a student’s Rutgers ID card looks and reads as follows:

²⁶ *Id.* (emphasis added). *See also* “Meal Plan FAQ,” Rutgers-New Brunswick Student Affairs, <https://food.rutgers.edu/meal-plan-faq> (last visited Dec. 2, 2025) (“Meal Plan FAQ”) (“For first-year students living in traditional residence halls, the minimum is the 210 meal plan. For all other students, a minimum may or may not apply depending on your campus residence.”); “Rutgers – New Brunswick Dining Services,” Rutgers-New Brunswick Parent and Family Engagement Division of Student Affairs, <https://rutgers.campusesp.com/posts/630> (last visited Dec. 2, 2025) (“Dining Services”) (setting forth meal-plan “[r]equirements”). *Cf. also* Norman Sohail, “SOHAIL: Rutgers is robbing you,” *The Daily Targum* (Nov. 7, 2023), available at <https://dailytargum.com/article/sohail-rutgers-is-robbing-you-20231107> (last visited Dec. 2, 2025) (“Additionally, meal swipe minimums, like the on-campus mandatory 210 plan for first-year students and 150 plan for returning students in residence halls, limit student discretion on how much to spend on food by implementing a ‘price-floor’ through their average swipe costs.”).

²⁷ New Brunswick Meal Plans, *supra* (emphasis added). *See also* Dining Services, *supra* (setting forth meal-plan “[r]equirements”). In addition, “[a]n optional 100 meal plan will be **assigned** to all apartment residents for the 2025-2026 academic year.” New Brunswick Meal Plans, *supra* (emphasis added). Apartment residents who do not want to be enrolled in this meal plan, must “[o]pt out.” Dining Services, *supra*.

²⁸ Meal Plan FAQ, *supra*. *See also* Dining Services, *supra* (“Once a student signs up for a meal plan, it is automatically loaded onto their RU ID card.”).

²⁹ Meal Plan FAQ, *supra*. *See also, e.g.*, “Policies,” Rutgers-New Brunswick Student Affairs, <https://food.rutgers.edu/policies> (last visited Dec. 2, 2025) (“Students are required to present a valid RUconnection ID card when they enter a dining hall.”),



30. Nowhere on the card itself does Rutgers state – in any font or typeface – that meal plans and/or meal swipes, which are loaded onto the card, ever expire.

31. However, at Rutgers, “[a]ny unused meals will expire at the end of each semester, and [students] will not receive any credits or refunds for unused meals.”³⁰

32. Upon information and belief, for all relevant purposes, Rutgers’ approach to meal plans – including that they are required for many and expire for all – has been consistent during all relevant times.

33. Upon information and belief, many Rutgers – New Brunswick students do not use all of their meal plan or meal swipes³¹ – meaning that they expire and are forfeited back to Rutgers at the end of the relevant semester.

³⁰ New Brunswick Meal Plans, *supra* (emphasis added).

³¹ See, e.g., “Increase the amount of meal swipes which Rutgers students can donate,” *change.org*, <https://www.change.org/p/increase-the-amount-of-meal-swipes-which-rutgers-students-can-donate> (last visited Dec. 2, 2025) (“Each semester, Rutgers students who dorm [sic] are required to purchase

34. Mr. Machcinski, for example, was charged and paid for a university meal plan in both Fall Semester 2024 and Spring Semester 2025. At the end of each semester, he had a number of unused meal swipes remaining, which expired, he was forced to forfeit, and for which he received no refund or other value. Less than 12 months elapsed between purchase and expiration of the meal plans/swipes.

35. Upon information and belief, Rutgers knows or should know that many Rutgers - New Brunswick students do not use all of their meal plan or meal swipes during the permitted time.

CLASS ACTION ALLEGATIONS

36. Plaintiff brings this case individually and, pursuant to Rule 4:32-1, on behalf of the class defined as:

All students at Rutgers – New Brunswick who carried a non-zero balance of meals, swipes, and/or meal-plan value at the end of any semester in any academic year within the relevant statute of limitations (the “Class”).

37. Specifically excluded from the Class are (a) Rutgers; (b) any of its parents, subsidiaries, affiliates, divisions, predecessors, successors, or any other entities it legally controls; and (c) each of their officers, directors, members, agents, trustees, employees, principals, servants, partners, or representatives, as well as each of their parents, spouses, children, trusts, heirs, successors, and assigns. Also excluded from the Class are any, if any, students who have been formally exempted from the meal-plan requirement(s) at Rutgers – New Brunswick.

38. Subject to additional information obtained through further investigation and discovery, Plaintiff reserves the right to amend, narrow, or expand the class definition(s).

a minimum meal plan of 210 swipes. Given their busy schedules, many students do not use all of them and they are neither refundable nor transferrable.”).

39. **Numerosity:** The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiff, one published report state that, in Fall 2024, there were 37,985 undergraduate students enrolled at Rutgers – New Brunswick.³² Among the undergraduate student body are thousands of freshmen and other students who are required to, or choose to, have a meal plan. The names and addresses of all such students are known to Rutgers and can be identified through Rutgers’ 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.

40. **Commonality:** There are questions of law and fact common to the members of the Class including, without limitation:

- a. Is Rutgers’ practice of requiring students to purchase a set meal plan – when it knows or should know that students will not use all of the meal plan or swipes – and then requiring that students ultimately forfeit unused value and/or swipes “unconscionable,” “abusive,” “decept[ive],” or otherwise violative of New Jersey’s Consumer Fraud Act (the “Consumer Fraud Act”)?
- b. Are meal plans, *i.e.*, prepaid value that is stored on students’ Rutgers ID cards, and/or the ID cards themselves, “gift certificates” or “gift cards” within the meaning of New Jersey’s Gift Card Act (the “Gift Card Act”)?
- c. Does Rutgers’ policy of requiring students to forfeit any unused meal-plan value and/or swipes at the end of a semester violate New Jersey law, including, but not limited to, the state’s prohibition against “[g]ift cards sold in New Jersey ... expir[ing] within 24 months of the date of sale”?

³² See “Rutgers University -- New Brunswick Student Life,” *U.S. News & World Report*, <https://www.usnews.com/best-colleges/rutgers-new-brunswick-6964/student-life> (last visited Dec. 2, 2025). Forty percent of graduate and undergraduate students enrolled in this university live on campus. *See id.*

d. Does Rutgers' retention of the value of unused meal plans and/or swipes, for which Class members paid, constitute unjust enrichment?

In addition, common questions include ones concerning (i) the amount of damages and other relief to be awarded to Plaintiff and the Class members, and (ii) whether class-wide injunctive relief is necessary to prevent future harm to Plaintiff and the Class members.

41. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the other Class members each paid Rutgers for a meal plan(s) and then suffered economic injury when they were deprived of the full value of the meal plans when Defendant caused them to expire and be forfeited at the end of a semester.

42. **Adequacy of Representation:** Plaintiff is an adequate class representative because (i) his interests do not conflict with the interests of the other Class members whom he seeks to represent; (ii) he has retained competent counsel who are experienced in complex class action litigation; and (iii) he intends to prosecute this action vigorously. The Class members' interests will be fairly and adequately protected by Plaintiff and his counsel.

43. **Predominance:** Common questions of law and fact predominate over any questions affecting only individual Class members. Similar or identical violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. For example, Defendant's liability and any, if any, statutory damages are common to Plaintiff and each member of the Class.

44. **Superiority:** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment

suffered by Plaintiff and the Class Members is relatively small, making it impracticable for any Class Member to bear the burden and expense required to individually prosecute claims against Rutgers. Even if Class members could afford individual litigation, the court system could not. Individual litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

45. **Ascertainability:** Members of the Class are ascertainable. Class membership is defined using objective criteria, and Class members may be readily identified through Defendant's books and records.

COUNT I:
VIOLATION OF THE GIFT CARD ACT

46. Paragraphs 1-45 above are incorporated by reference as though fully set forth herein.

47. According to New Jersey law, the Rutgers ID card is a "gift card." *See* N.J.S.A. 56:8-110(d). It is "a tangible device, whereon is embedded or encoded in an electronic or other format a value issued in exchange for payment, which promises to provide to the bearer merchandise of equal value to the remaining balance of the device." *Id.* Meal plans, or swipes, are issued in return for payment of the meal-plan fee; in exchange for a meal-plan swipe, the university promises to provide the student with merchandise of supposedly equal value.

48. As such, the ID card/meal plan is to "retain full unused value until presented in exchange for merchandise." N.J.S.A. 56:8-110 (1)(a).

49. Pursuant to New Jersey law: “In no case shall the underlying funds associated with a gift certificate or gift card expire within the 24 months immediately following the date of sale.” N.J.S.A. 56:8-110(1)(a)(1).

50. Despite this express prohibition, a student’s meal plan associated with a student’s Rutgers ID card expires within ***less than 12 months***, *i.e.*, at the end of a semester.

51. In addition, pursuant to New Jersey law:

The terms of any expiration date or dormancy fee applicable to a gift certificate or gift card, as permitted by subsection a. of this section, shall be disclosed to a consumer by:

(1) written notice of the expiration date or dormancy fee or both printed in at least 10 point font, on the gift certificate or gift card, or the sales receipt for the certificate or card, or the package for the certificate or card; and

(2) written notice, in at least 10 point font, on the gift certificate or gift card, or the sales receipt for the certificate or card, or the package for the certificate or card, of a telephone number which the consumer may call, for information concerning any expiration date or dormancy fee.

N.J.S.A. 56:8-110(1)(b).

52. Upon information and belief, none of the disclosures required by New Jersey law are provided on a student’s Rutgers ID card, any receipt, or any packaging.

53. By making meal plans and/or swipes, which have been loaded onto students’ ID cards, expire, Defendant has caused its student – including Plaintiff and the Class members – to suffer an injury, harm, and/or damages – specifically, the lost value of unused and expired meal plan/swipes.

54. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.³³

³³ See also N.J.S.A. 56:8-19 (“Any person who suffers any ascertainable loss of moneys or property, real or personal, as a result of the use or employment by another person of any method, act, or practice declared unlawful under this act or the act hereby amended and supplemented may bring an action or

COUNT II:
VIOLATION OF THE CONSUMER FRAUD ACT
(Junk Fees)

55. Paragraphs 1-54 above are incorporated by reference as though fully set forth herein.

56. In New Jersey “[t]he act, use or employment by any person of any commercial practice that is unconscionable or abusive, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . . , or with the subsequent performance of such person as aforesaid, ***whether or not any person has in fact been misled, deceived or damaged thereby***, is declared to be an unlawful practice” N.J.S.A. 56:8-2 (emphasis added).³⁴

57. By, *inter alia*, charging for meal plans, as well as other fees, Rutgers is engaged in a commercial practice(s).

58. Rutgers forces Plaintiff and the Class members to incur significant sums “in fees or additional unseen costs for unused meal account funds.” President Biden labeled such “[o]bscured costs and misleading practices” as “junk fees.”

assert a counterclaim therefor in any court of competent jurisdiction. In any action under this section the court shall, in addition to any other appropriate legal or equitable relief, award threefold the damages sustained by any person in interest. In all actions under this section, including those brought by the Attorney General, the court shall also award reasonable attorneys' fees, filing fees and reasonable costs of suit.”); N.J.S.A. 56:8-110 (“A merchant or other entity required to comply with the provisions of this subsection shall be liable to a penalty of \$500 for each violation plus restitution of the amount of the cash value remaining on the stored value card, provided however that the amount of the penalty shall be trebled for an aggregate of 100 such violations occurring during any 12-month period. Failure to provide requested cash redemption for each stored value card shall be considered a separate violation.”).

³⁴ “A practice can be unlawful even if no person was in fact misled or deceived thereby.” *Kleinman v. Merck & Co., Inc.*, 8 A.3d 851, 860 (N.J. Super. 2009) (internal quotations omitted).

59. Junk fees are, *inter alia*, deceptive and abusive.³⁵ As such – in and of themselves – they violate the Consumer Fraud Act.

60. Here, Defendant violated the Consumer Fraud Act by overcharging students, requiring them to pay significantly more for meal plans than they were really worth to students, and/or forcing students to forfeit the value of unused and expired meal plans/swipes.

61. Defendant is engaged in on-going and unlawful practices and conduct by charging consumers, *i.e.*, its students, junk fees.

62. As a result of Defendant's unlawful practices and conduct, Plaintiff and each Class member suffered an ascertainable loss, *i.e.*, the amount of junk fees each person paid to Defendant (*i.e.*, the amount of the meal plan(s) each person was required to purchase, or, in the alternative, the amount or value of any unused, expired meal plan(s)).

63. Defendant's unlawful practices and conduct caused the loss suffered by Plaintiff and each Class member. Those losses are ascertainable, *i.e.*, quantifiable or measurable.

64. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.³⁶

³⁵ “Most Americans are unfamiliar with terms like ‘ancillary revenue,’ ‘shrouded attributes,’ or ‘partitioned pricing.’ But we’re all well acquainted with the feeling that we’ve been scammed, tricked, or flat-out deceived when shopping for products and services. That’s why the phrase ‘junk fees,’ coined by Consumer Financial Protection Bureau (CFPB) director Rohit Chopra, makes intuitive sense, even if you’re just hearing it for the first time. The fact that ‘fees’ almost always refer to non-optional costs was an important factor in settling on that descriptor, Chopra told me.” Hassan Ali Kanu, “Loaded Up With Junk,” *The American Prospect* (June 6, 2024), available at <https://prospect.org/2024/06/06/2024-06-06-loaded-up-with-junk/> (last visited Dec. 2, 2025).

³⁶ See also N.J.S.A. 56:8-2.11 (stating that “[a]ny person violating the provisions of [the Consumer Fraud Act] shall be liable for a refund of all moneys acquired by means of any practice declared [in the act] to be unlawful”).

COUNT III:
VIOLATION OF THE CONSUMER FRAUD ACT
(Fraud, etc. in connection with sale or advertisement of merchandise)

65. Paragraphs 1-64 above are incorporated by reference as though fully set forth herein.

66. While the imposition of junk fees is enough to constitute a violation of the Consumer Fraud Act, Defendant's on-going, systematic violation(s) of that law goes much further. Indeed, the entire manner in which Defendant prices and administers meal plans is an "unconscionable or abusive" act and/or a form of "deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise ... , or with the subsequent performance of such person as aforesaid" N.J.S.A. 56:8-2.³⁷

67. In addition, "[t]he advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price is an unlawful practice" in New Jersey. N.J.S.A. 56:8-2.2.

68. Defendant knew (or should have known) that neither Plaintiff nor each Class member would use 100 percent of the meal plan(s) purchased. To the contrary, Defendant knew (or should have known) that it was unreasonable to expect an average student to use all of his or her meal plan(s)/swipes during any given semester. Nonetheless, intending to gain a financial windfall, Defendant still sold Plaintiff and every Class Member a meal plan(s) that included more meals than the average student would consume.

³⁷ Defendant's conduct is actionable regardless "whether or not any person has in fact been misled, deceived or damaged" by it. N.J.S.A. 56:8-2. *See also supra* at n.34.

69. Then, Defendant forced Plaintiff and any Class member with unused meal-plan value and/or meal-plan swipes to forfeit that value and/or those swipes at the end of the relevant semester. As a university-wide policy, Defendant refused to issue any refund or credit for unused meal plans. Instead, meal plans/swipes expired at the end of the semester.

70. By engaging in this deceptive and misleading practice, Defendant is charging junk fees, which in and of itself, as discussed above, violates the Consumer Fraud Act.

71. Expiring – and refusing to refund – meal plans/swipes also violates New Jersey’s Gift Card Act, as discussed above.

72. Defendant reaps a windfall from the overall manner in which it prices and administers meal plans.

73. Upon information and belief, Defendant anticipates, expects, and plans to receive such a windfall, even incorporating it into the university’s financial planning (or budget) for a given fiscal year.

74. Defendant is engaged in on-going, unlawful practices and conduct, which are intended to force consumers, *i.e.*, its own students, to purchase goods and services, *i.e.*, the meal plans, at artificially inflated and/or anti-competitive prices.

75. As a result of Defendant’s unlawful practices and conduct, Plaintiff and each Class member has suffered an ascertainable loss, *i.e.*, the value of the meal plan(s) each person purchased, or, in the alternative, the amount or value of any unused, expired meal plan(s) each person forfeited. These losses are continuing.

76. Defendant’s unlawful practices and conduct caused the losses suffered by Plaintiff and each Class member.

77. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.³⁸

COUNT IV:
UNJUST ENRICHMENT

78. Paragraphs 1-77 above are incorporated by reference as though fully set forth herein.

79. Plaintiff and the Class members conferred a benefit on Defendant in the form of the money that they paid to the university for their meal plans each semester during the relevant time period.

80. In exchange for their payments, Plaintiff and the Class members expected to receive a full and fair return – that is, at the time that they paid for their meal plans, they expected to receive full and fair value for the amount they paid in the form of meal swipes.

81. Plaintiff and the Class members, however, did not receive full and fair value. To the contrary, they were overcharged for their meal plans and denied the full and fair benefit of their bargain (and of their meal plans).

82. Defendant's unilateral, non-negotiable declaration that “[a]ny unused meals will expire at the end of each semester” and that students “will not receive any credits or refunds for unused meals” are terms of adhesion. In addition, these “terms” are unconscionable and the direct result of the parties' markedly disparate bargaining positions. Plaintiff and the Class members had

³⁸ See also N.J.S.A. 56:8-2.11 (stating that “[a]ny person violating the provisions of [the Consumer Fraud Act] shall be liable for a refund of all moneys acquired by means of any practice declared [in the act] to be unlawful”).

no choice but to agree to the terms if they wanted to attend Rutgers, which *U.S. News* has ranked as the best “public national university” in New Jersey.³⁹

83. Failure to provide Plaintiff and the Class Members the appropriate and adequate good/services in exchange for full payment unjustly enriched Defendant, including, but not limited to, beyond any, if any, contractual right(s).

84. Allowing Defendant to retain the benefit of the Plaintiff's and Class members' payments for meal plans would be unjust.⁴⁰

85. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.

COUNT V:
CONVERSION AND CIVIL THEFT

86. Paragraphs 1-85 above are incorporated by reference as though fully set forth herein.

87. Plaintiff and the Class members had a legal right to the amount of money charged and/or overcharged and collected by Defendant for their meal plans. In other words, it was Plaintiff's and the Class members' money that Defendant collected and holds.

88. Defendant's administration and collection of payments for meal plans was intentional and improper. Defendant was not authorized to charge, collect, or assume control over all of the money.

³⁹ See, e.g., “Rutgers Rankings,” Rutgers, <https://communications.rutgers.edu/services-resources/rankings> (last visited Dec. 2, 2025).

⁴⁰ See also N.J.S.A. 56:8-2.11 (stating that “[a]ny person violating the provisions of [the Consumer Fraud Act] shall be liable for a refund of all moneys acquired by means of any practice declared [in the act] to be unlawful”).

89. Upon receipt of that money, Defendant assumed control over it to the exclusion of the rights of Plaintiff and the Class members. As a result, Plaintiff and the Class members have been tortiously or otherwise deprived of the use of their own money.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class members, through counsel, request judgment against Rutgers as follows:

1. a refund of all monies acquired by Rutgers by means of any and all illegal and/or improper practice(s) and/or conduct;
2. compensatory and consequential damages;
3. disgorgement of all amounts unjustly charged, collected, received, maintained, converted, or held by Defendant;
4. any applicable civil, statutory, or other penalty(ies);
5. treble damages (if and as permitted by law);
6. punitive damages (if and as permitted by law);
7. a declaration that the manner by which Rutgers prices, charges, and administers its meal plans violates the Gift Card Act and the Consumer Fraud Act;
8. injunctive relief (if and as permitted by law) prohibiting Rutgers from continuing to price, charge, and/or administer its meal plan in a manner that violates the Gift Card Act and the Consumer Fraud Act;
9. nominal damages (in the alternative);
10. attorneys' fees and expenses incurred in connection with this action;
11. the costs of this action; and/or
12. any other legal or equitable relief as the Court deems appropriate.

JURY TRIAL DEMAND

Plaintiff and the Class members request a jury trial with respect to each of the claims alleged herein so triable.

CERTIFICATION UNDER RULE 4:5-1

Pursuant to Rule 4:5-1, undersigned counsel hereby certifies that, to the best of their knowledge, the matter in controversy is not the subject of any other action pending in any court or any arbitration proceeding, and no such other action or arbitration is contemplated.

Dated: December 2, 2025

Respectfully Submitted,

/s/ Gerald D. Wells, III

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