

RETURN DATE: JANUARY 20, 2025	SUPERIOR COURT
TASHROOM AHSAN, individually and on behalf of all others similarly situated, <i>Plaintiff,</i>	J.D. OF NEW HAVEN
v.	AT NEW HAVEN
YALE UNIVERSITY, <i>Defendant.</i>	[JURY TRIAL REQUESTED]
	DECEMBER 23, 2025

### CLASS ACTION COMPLAINT

Plaintiff Tashroom Ahsan, by and through his undersigned counsel, brings this Class Action Complaint against Defendant Yale University (“Yale” 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.*”<sup>1</sup>
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.”<sup>2</sup>

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<sup>1</sup>     Nicole Goodkind, *Some colleges cost \$95,000 per year, and they’re only getting more expensive. Here’s why,* CNN BUSINESS (July 16, 2023), <https://www.cnn.com/2023/07/16/investing/curious-consumer-college-cost/> [emphasis added].

<sup>2</sup>     *Id.*

3. Worse still, “it just keeps getting more expensive.”<sup>3</sup> 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.*”<sup>4</sup>

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.”<sup>5</sup>

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.”<sup>6</sup>

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<sup>3</sup> *Id.*

<sup>4</sup> Jon Marcus. *After years of quietly falling, college tuition is on the rise again*, THE HECHINGER REPORT (Oct. 13, 2025), <https://hechingerreport.org/after-years-of-quietly-falling-college-tuition-is-on-the-rise-again/> [emphasis added].

<sup>5</sup> Liliana Hall, *College Students Are Paying More Than Ever to Eat in Campus Dining Halls*, MONEY (Aug. 5, 2025), <https://money.com/college-meal-plan-costs-rising/>.

<sup>6</sup> Sarah Wood, *Paying for Meals at College: What to Know About Costs*, U.S. NEWS & WORLD REPORT (Feb. 9, 2022), <https://www.usnews.com/education/best-colleges/paying-for-college/articles/paying-for-meals-at-college-what-to-know-about-costs> [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. 10, 2025) (<https://perma.cc/N42R-RN7U>) (“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. Indeed, according to at least one report, “98[ percent] of schools”—including Yale—“require incoming students to purchase a meal plan.”<sup>7</sup>

7. The college or university sets the meal plan(s) that its students are required to purchase, as well as the amount charged for the plan(s). At best, students are provided with limited options for meal plans. For example, Quinnipiac University offers its students the following “choices”:<sup>8</sup>

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<sup>7</sup> Hall, *supra* n.5 [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. 16, 2025) (<https://perma.cc/8WB4-72XA>) (“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. 16, 2025) (<https://perma.cc/Q5JU-ESZ7>) (“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. 16, 2025) (<https://perma.cc/8UR6-8VEK>) (“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.”).

<sup>8</sup> *See Dining Experience*, QUINNIPAC UNIVERSITY, <https://www.qu.edu/student-life/dining/meal-plans/> (last visited Dec. 16, 2025) (<https://perma.cc/48X7-6J9Q>).

Residential Student Meal Plan Type	Description	Semester Rate	Year Rate
<b>Silver</b>	We designed the Silver Plan with lighter appetites in mind. The Silver Plan is best for students who are choosier, wish to order in or dine off-campus often, or go home regularly.	\$2,200	\$4,400
<b>Gold</b>	A dining plan for students who eat a couple of meals per day in the dining halls but also enjoy ordering food for delivery, going off-campus to local restaurants or who visit home regularly. The Gold Plan is ideal if you believe in making daily meals a real experience.	\$2,320	\$4,640
<b>Platinum</b> <i>Default plan for resident students</i>	This mid-level plan is the default plan for residential students and is designed for students to eat most of their meals on campus and occasionally dine off-campus.	\$2,440	\$4,880
<b>Platinum+</b>	This plan is designed for the frequent diner who dines off-campus rarely.	\$2,700	\$5,400
<b>Diamond</b>	Our most hearty plan, the Diamond Plan, is for students who eat three or more generous meals per day and snacks every day in our dining halls. The Diamond Plan is especially designed for students who eat frequent, heartier meals in the dining hall and almost never order delivered food or dine off campus.	\$3,305	\$6,610

8. As another example, Dartmouth College (“Dartmouth”) offers the following meal plans and charges the following amounts:<sup>9</sup>

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<sup>9</sup> See Dartmouth Dining, DARTMOUTH, <https://dining.dartmouth.edu/meal-plans/meal-plan-options> (last visited Dec. 16, 2025) (<https://perma.cc/JN76-UBZS>).

## MEAL PLAN HIGHLIGHTS

Meal Plan	Details	Dining Dollars	Cost per Term
Ivy Unlimited Plan	Unlimited access to '53 Commons + meal equivalencies + to-go meals + 3 guest passes <i>Required for all first-year students</i>	\$325	\$2,697
115 Block Plus Plan	115 swipes per term <i>Regular dining hall access with retail flexibility</i>	\$475	\$2,375
80 Block Plus Plan	80 swipes per term <i>Maximum flexibility for busy schedules</i>	\$785	\$2,375
Apartment Plan	45 swipes per term <i>For designated on-campus apartments</i>	\$975	\$1,890
Off-Campus Plan	25 swipes per term <i>Optional for off-campus students</i>	\$425	\$900

9. Temple University (“Temple”—as just another example—offers a similar selection of meal plans:<sup>10</sup>

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<sup>10</sup> See *Dining Plans*, TEMPLE UNIVERSITY, <https://studentaffairs.temple.edu/housing/campus-living/dining/dining-plans> (last visited Dec. 16, 2025) (<https://perma.cc/E7RF-MMFB>).

## SPRING 2026 MEAL PLAN DATES

- Meal Plans BEGIN: Dinner on Saturday, January 10, 2026
- Meal Plans END: Lunch on Wednesday, May 6, 2026

Meal Plan Type	Meal Plan Rate
A - Unlimited Meal Plan	\$2,677
B - 15 Meals Per Week	\$2,520
C - 12 Meals Per Week	\$2,297
D - 10 Meals Per Week	\$1,963
E - 5 Meals Per Week	\$1,017
F - Block 100 (100 meals per semester)	\$1,217
G - Block 50 (50 meals per semester)	\$642

10. Regardless whether the number of meals is calculated “per term,” “per semester,” “per week,” or in some other manner, the result is the same: A student *must* purchase a meal plan from those offered by his or her school and pay the amount set by the school. Generally, college students are billed and/or required to pay for their meal plans—which can be accessed via their student identification cards<sup>11</sup>—prior to the start of a given semester.<sup>12</sup>

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<sup>11</sup> See, e.g., *University Dining*, BALL STATE UNIVERSITY, <https://www.bsu.edu/campuslife/dining/mealplans> (last visited Dec. 16, 2025) (<https://perma.cc/SE9A-B9KY>) (“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. 16, 2025) (<https://perma.cc/N7L4-MWXP>) (“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.ucsb.edu/gaucho-bucks/use-accounts> (last visited Dec. 16, 2025) (<https://perma.cc/LHF8-RDVH>) (“The UCSB Access ID enables students to access two separate accounts: Gaucho Bucks and your Residential or Off-Campus Meal Plan.”) (citation modified).

<sup>12</sup> See, e.g., *Card Services*, JAMES MADISON UNIVERSITY, <https://www.jmu.edu/cardctr/meal-plans/prices.shtml> (last visited Dec. 16, 2025) (<https://perma.cc/3HP5-ECNE>) (“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,

11. In addition to requiring that students purchase a set number of meals, many colleges and universities, as part of their dining plans, also make students purchase “dining dollars.”<sup>13</sup>

12. “Dining Dollars”—the University of Pittsburgh-Johnstown, for example, explains—“are food dollars attached to each of the meal plan options. One meal point is equal to one dollar or buying power . . . .”<sup>14</sup> Purdue University’s explanation of “dining dollars” is fairly typical of that provided by many schools, including Yale: “Students can use Dining Dollars to buy snacks, beverages, convenience store items or extra meals in any of the residential dining courts or retail operations. They are automatically part of meal plans and come loaded on a

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<https://www.uvm.edu/housingdining/costs> (last visited Dec. 16, 2025) (<https://perma.cc/8JDZ-GJXY>) (“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 students donate their swipes*, THE TEMPLE NEWS (Feb. 29, 2024), <https://temple-news.com/temple-let-students-donate-their-meal-swipes/> (<https://perma.cc/25BM-H242> (“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. 16, 2025) (<https://perma.cc/P6H8-8UNT>) (“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 (July 9, 2024), <https://dining.uga.edu/faq/meal-plan-effective-dates/> (<https://perma.cc/2GH5-PHNB>) (“UGA Dining Services meal plan contracts are for the duration of the academic year consisting of fall and spring semesters.”).

<sup>13</sup> See, e.g., *Frequently Asked Questions*, ROWAN UNIVERSITY, <https://sites.rowan.edu/housing/meal-plans/meal-plan-faq.html> (last visited Dec. 16, 2025) (<https://perma.cc/P9DB-XNQA>) (“Dining Dollars and Rowan Bucks are integrated into *all* meal plans to give you added flexibility and convenience.”) [emphasis added]; *Meal Plans*, UNIVERSITY OF REDLANDS, <https://dining.redlands.edu/meal-plans/> (last visited Dec. 10, 2025) (<https://perma.cc/LP2F-DD57>) (“Dining Dollars are included with *each* meal plan and cannot be added to.”) [emphasis added]; *Meal Plans*, SYRACUSE UNIVERSITY, <https://www.syracuse.edu/campus-life/living-on-campus/meals-dining/meal-plans/> (last visited Dec. 16, 2025) (<https://perma.cc/3Y96-7QDC>) (“*All* meal plans come with an established amount of Meal Plan Dining Dollars.”) [emphasis added]. See also, e.g., *infra* at n.17.

<sup>14</sup> *Dining Services Frequently Asked Questions*, UNIVERSITY OF PITTSBURGH—JOHNSTOWN, <https://www.johnstown.pitt.edu/dining-services/dining-services-frequently-asked-questions> (<https://perma.cc/7YCB-K3X7>) (last visited Dec. 16, 2025).

student's . . . ID card. Dining Dollars can be used at [the university's] cafés, restaurant locations and markets throughout academic campus.”<sup>15</sup>

13. Generally, “[d]ining dollars are paid for at the beginning of a semester and placed on a debit card.”<sup>16</sup>

14. For many students, purchasing dining dollars, like buying meal plans, is *not* optional; many colleges and universities, including Yale, actually *require* that their students purchase hundreds of dollars of these funds<sup>17</sup> as part of their *mandatory* meal plans each semester.

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<sup>15</sup> *About Dining Dollars in West Lafayette*, PURDUE UNIVERSITY DINING & CULINARY, <https://dining.purdue.edu/ResidentialDining/mealplans/DiningDollars.html> (last visited Dec. 16, 2025) (<https://perma.cc/2FH6-XYXU>).

<sup>16</sup> Jim Parsons, *Action News investigation: Colleges profiting from student meal plans (Part 2)*, WTAE (Feb. 27, 2013), <https://www.wtae.com/article/action-news-investigation-colleges-profiting-from-student-meal-plans-part-2/7460129>. See also *Dining Dollars*, UNIVERSITY OF NEBRASKA-LINCOLN, <https://dining.unl.edu/dining-dollars/> (last visited Dec. 16, 2025) (<https://perma.cc/CV5B-MQYR>) (“*You can think of Dining Dollars like dollars on a debit card. One Dining Dollar is equivalent to a dollar.*”) [emphasis added]; *Dining Policies & FAQs*, BIOLA UNIVERSITY, <https://www.biola.edu/dining-services/dining-policies-faq> (last visited Dec. 16, 2025) (<https://perma.cc/2XWZ-KXDT>) (“*Flex Dollars are a Stored Value account linked to your ID card.* They are only available with the purchase of eligible meals plans. This tender type is for dining only and is accepted at all Food Service locations. Balances expire at the end of Spring Semester, or upon cancellation of associated meal plan.”) [emphasis added]; *Accounts*, UNIVERSITY OF MINNESOTA, <https://ucard.tc.umn.edu/accounts/dining-dollars> (last visited Dec. 16, 2025) (<https://perma.cc/BRJ9-T79Y>) (“Dining Dollars are tax-free and make your U Card work like a declining balance card.”).

<sup>17</sup> See, e.g., *Dining Dollars*, THE UNIVERSITY OF ALABAMA, <https://bamadining.ua.edu/dining-dollars/> (last visited Dec. 17, 2025) (<https://perma.cc/7ZRX-T75V>) (“All undergraduate students enrolled in 9 credit hours or more on campus will participate in the Dining Dollars program. The Dining Dollars fee of \$350 is charged to the student account automatically when the 9 credit hour criteria is met in the Fall and Spring semesters.”); Isaac Nielsen, *UNO Implements Controversial New Dining Policy for On-Campus Residents*, THE OMAHA NEWS (Feb. 27, 2025), <https://unomahanews.com/2025/02/27/uno-implements-controversial-new-dining-policy-for-on-campus-residents/> (<https://perma.cc/NE3R-MUG2>) (“Starting in fall 2025, all on-campus residents at the University of Nebraska at Omaha will be required to purchase at least \$100 worth of Dining Dollars as part of their housing agreement.”); Cadence Renfro, *Guaranteed Dining Dollars Still Drawing Mixed Reactions*, SM2 (Feb. 12, 2025), <https://sm2media.com/35922/news/guaranteed-dining-dollars-still-drawing-mixed-reactions/> (“The University of Southern Mississippi’s Guaranteed Dining Dollars Program, introduced in fall 2024, continues to spark mixed reactions among students, with many questioning the mandatory

15. The school sets the amount of dining dollars that its students are required to purchase, as well as the value of those funds and the amount(s) charged for them.<sup>18</sup> The cost of the dining dollars is passed on to students as part of the fee charged for a meal plan.<sup>19</sup>

16. “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.”<sup>20</sup>

17. Colleges and universities set the number of meals or dining dollars that they require students to purchase expecting and knowing full well that the average student will not use all of his or her “swipes” and/or dining dollars 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. . .’<sup>21</sup>

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\$300 charge added to their student accounts. Under the Guaranteed Dining Dollars Program, all full-time students under the age of 25 with a majority of in-person classes are automatically charged \$300 per semester to use at any dining location on campus.”).

<sup>18</sup> See, e.g., *supra*, at ¶8 (setting forth Dartmouth’s meal plans).

<sup>19</sup> See, e.g., *Dining Plans*, OREGON STATE UNIVERSITY, <https://uhds.oregonstate.edu/dining/dining-plans> (last visited Dec. 17, 2025) (<https://perma.cc/NCG4-2QJB>) (“The per-term Dining Dollar amounts are billed to your OSU student account and added to your OSU ID card at the beginning of each term, similar to a balance on a debit card.”). See also, e.g., *supra* n.17.

<sup>20</sup> Hall, *supra* n.5 [emphasis added]. See also, e.g., Wood, *supra* n.6 (“[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”).

<sup>21</sup> Theresa Malloy, *What happens to leftover meal plans, flex dollars*, TOMMIE MEDIA (Feb. 11, 2010), <https://www.tommiemedia.com/what-happens-to-leftover-meal-plans-flex-dollars/>. 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> (stating that, according

18. 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 . . . .”<sup>22</sup>

19. According to the Student Press Law Center—and myriad other sources—“students forfeit many thousands of dollars every year in unused meals and debit dollars.”<sup>23</sup>

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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), <https://theweeklyringer.com/2017/04/19/millions-of-dollars-left-over-annually-from-unused-flex-money/> (estimating that, at the University of Mary Washington in 2017, “an average of 26 percent of swipes are not used by meal plan participants”).

<sup>22</sup> Emmrich & Whittington, *supra* n.21. See also Jasmine Cannon, *More than 10 percent of Dining Dollars go unused each year*, THE CRIMSON WHITE (Apr. 3, 2012), <https://thecrimsonwhite.com/11226/news/more-than-10-percent-of-dining-dollars-go-unused-each-year/> (“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].

<sup>23</sup> Andrew Averill, *Shining the light on campus dining cards*, STUDENT PRESS LAW CENTER (June 15, 2012), <https://splc.org/2012/06/shining-the-light-on-campus-dining-cards/>. See also, e.g., Ashley Bolter, *Where do surplus Campus Dining dollars go?*, MUSTANG NEWS (Feb. 1, 2023), <https://mustangnews.net/where-do-surplus-campus-dining-dollars-go/> (“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), <https://jamesgmartin.center/2019/04/unc-system-schools-profiting-off-unused-student-meals/> (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* n.21 (“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

20. As the Biden Administration—which labeled the “fees or additional unseen costs for unused meal account funds”<sup>24</sup> as “junk fees”<sup>25</sup>—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.”<sup>26</sup>

21. Colleges and universities, including Yale, are also well aware that many students will “scrambl[e] to make use of their university dining budget,” including use-it-or-lose-it dining

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Bechard, *UMN collected \$1 million of unspent Gopher GOLD, Dining Dollars in last decade*, THE MINNESOTA DAILY (Apr. 14, 2024), <https://mndaily.com/283384/campus/umn-collected-1-million-of-unspent-gopher-gold-dining-dollars-in-last-decade/> (“The University of Minnesota collected over \$1 million of funds in Gopher GOLD and Dining Dollars account in the last ten years.”).

<sup>24</sup> *FACT SHEET: Biden-Harris Administration Takes New Action to Crack Down on Junk Fees in Higher Education*, THE AMERICAN PRESIDENCY PROJECT (Mar. 15, 2024), <https://www.presidency.ucsb.edu/documents/fact-sheet-biden-harris-administration-takes-new-action-crack-down-junk-fees-higher> (“Fact Sheet”).

<sup>25</sup> *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), <https://gwhatchet.com/2013/02/04/the-hidden-costs-of-campus-dining/> () (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”).

<sup>26</sup> Fact Sheet, *supra* n.24. *See also* Peter Romeo, *Biden wants college foodservices to refund unused meal-plan dollars*, FOODSERVICE DIRECTOR (Mar. 14, 2024), <https://www.foodservicedirector.com/foodservice-operations/biden-wants-college-foodservices-to-refund-unused-meal-plan-dollars> (“Students either lose the money outright or binge-spend the money on items they don’t need, like basketsful of grocery products from on-campus stores, according to the administration.”); *infra* at n.27.

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), <https://thehill.com/opinion/education/4118160-a-college-tuition-cap-could-be-the-bipartisan-solution-weve-been-seeking/> (discussing “a trend in which Republican policymakers increasingly voice concern about the cost of college and appear open to the idea of tuition limits”).

dollars, before they expire.<sup>27</sup> To capitalize on this scramble, colleges and universities often inflate prices at on-campus retail establishments.<sup>28</sup>

22. 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, and/or dining points expire in clear contravention of applicable law, students—who are compelled to purchase meal plans at artificially inflated prices—are also, *inter alia*, the victims of unfair methods of competition and/or unfair or deceptive acts or practices in the conduct of any trade or commerce.

23. “Each year, students . . . incur *billions* in fees or additional unseen costs for unused meal account funds” and other junk fees.<sup>29</sup>

## THE PARTIES

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<sup>27</sup> Maya Shaked, *To swipe or not to swipe: What's left of students' meal plans*, THE BROWN AND WHITE (May 7, 2022), <https://thebrownandwhite.com/2022/05/07/navigating-whats-left-of-students-meal-plans/>. See also Parsons, *supra* n.16 (“At the University of Pittsburgh’s Quick Zone convenience store, students rush in at the end of each semester to use up their dining dollars.”); Wood, *supra* n.6 (“To avoid being left with unused meals, some students stock up on nonperishable foods at the end of the semester.”); Natasha Chainani, *Declining Overload! How to Spend Remaining Meal Plan Balance*, UNIVERSITY OF ROCHESTER (Apr. 29, 2013), <https://admissions.rochester.edu/blog/declining-overload-how-to-spend-remaining-meal-plan-balance/> (<https://perma.cc/K7YZ-JL6X>) (discussing the “situation of trying to finish your declining dollars before the semester runs out”); *infra* at n.28.

<sup>28</sup> See Sorvino, *supra* n.25 (“But The Hatchet analyzed the cost of comparable items at different Colonial Cash venues and found that J Street’s prices are more expensive than most other options.”); Parsons, *supra* n.16 (documenting higher on-campus prices than that charged for that same goods at retail stores off campus); Kayla Landers, *What's Behind Campus Store Markups on Food?*, THE POLY POST (Apr. 15, 2025), <https://thepolypost.com/news/2025/04/15/whats-behind-campus-store-markups-on-food/> (same); Elizabeth Schanz, *Stricker shock: why are GV C-Store prices so high?*, GRAND VALLEY LANTHORN (Oct. 16, 2023), <https://lanthorn.com/100567/news/sticker-shock-why-are-gv-c-store-prices-so-high/> (“Grand Valley State University’s campus stores sell products to students at heavily inflated rates, sometimes as high as about 360% more th[a]n the item’s original market value.”).

<sup>29</sup> Fact Sheet, *supra* n.24 [emphasis added].

24. Plaintiff Tashroom Ahsan is a resident of Charlotte, North Carolina, who, during the academic year, lives in New Haven, Connecticut. He is currently an undergraduate student at Yale. In each of the 2023-2024 and 2024-2025 academic years, Mr. Ahsan purchased a university meal plan(s), which included meal swipes and dining dollars.

25. Defendant Yale is a private corporation organized and existing under the laws of the State of Connecticut. Its principal place of business is in New Haven County, Connecticut.

### **JURISDICTION AND VENUE**

26. This Court has general jurisdiction over Yale because it is a corporation formed pursuant to the laws of Connecticut with its principal place of business in Connecticut (and/or as otherwise permitted by law).

27. This Court has subject-matter jurisdiction over this dispute pursuant to Conn. Gen. Stat. §51-164s, Conn. Gen. Stat. §42-110g(a), and/or as otherwise permitted by law.

28. Venue is proper in this Court pursuant to Conn. Gen. Stat. §51-345(a)(1) and Conn. Gen. Stat. §51-345(a)(3) and/or Conn. Gen. Stat. §42-110g(a) because (a) Defendant resides, has its principal place of business, and/or does business in New Haven County and/or (b) the relevant injury and/or transaction occurred in New Haven County—and/or as otherwise permitted by law.

### **BACKGROUND**

29. Commonly recognized as one of the country's top national universities,<sup>30</sup> "Yale University is a large research university with a wide array of programs, departments, schools, centers, museums, and many affiliated organizations."<sup>31</sup> "Since its founding in 1701, Yale has

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<sup>30</sup> See, e.g., *Yale University*, U.S. NEWS & WORLD REPORT, <https://www.usnews.com/best-colleges/yale-university-1426> (last visited Dec. 17, 2025) (ranking Yale most recently as "No. #4 in National Universities").

<sup>31</sup> *Yale Facts*, YALE, <https://www.yale.edu/about-yale/yale-facts> (last visited Dec. 17, 2025) (<https://perma.cc/YFX6-JS5U>) ("Yale Facts").

been dedicated to expanding and sharing knowledge, inspiring innovation, and preserving cultural and scientific information for future generations.”<sup>32</sup> Today, Yale is home to many of “the country’s brightest students.”<sup>33</sup>

30. The price for the privilege of attending Yale—if and when admitted—is steep. The estimated cost of tuition for an undergraduate student in 2025-2026 is \$69,900.<sup>34</sup> That amount does *not* include the cost of, *inter alia*, food.

31. At Yale, food costs more—*a lot more*. The cost of an undergraduate meal plan at that university ranges from \$1,850 per semester (or \$3,700 annually) to \$4,550 per semester (or \$9,100 annually).<sup>35</sup>

32. Yale “[s]tudents who have a meal contract are required (except as provided in Financial Services) to pay the charge of the contract until the end of the term for which it was taken . . . . Meal contract bills for nonresident students will ordinarily be rendered on a term basis in advance.”<sup>36</sup>

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<sup>32</sup> *About Yale*, YALE, <https://www.yale.edu/about-yale> (last visited Dec. 117, 2025) (<https://perma.cc/3QPT-MHKP>).

<sup>33</sup> *Yale’s Impact on America*, YALE, <https://www.yale.edu/about-yale/yales-impact-america> (last visited Dec. 17, 2025) (<https://perma.cc/F6YH-VJRW>).

<sup>34</sup> See, e.g., *Undergraduate Financial Aid*, YALE UNIVERSITY, <https://finaid.yale.edu/coa> (last visited Dec. 17, 2025) (<https://perma.cc/R6KK-RA5E>).

<sup>35</sup> See *Explore Meal Plans*, YALE HOSPITALITY, <https://hospitality.yale.edu/explore-meal-plans> (last visited Dec. 17, 2025) (<https://perma.cc/WEQ2-PNM6>) (“Explore Meal Plans”).

<sup>36</sup> See, e.g., *Yale College Undergraduate Regulations 2025-2026*, YALE UNIVERSITY 2025-2026, <https://catalog.yale.edu/undergraduate-regulations/regulations/dining-services/> (last visited Dec. 17, 2025) (<https://perma.cc/HE5R-5LTD>) (“Undergraduate Regulations”) (“All resident students are required to have a meal contract.”).

33. Many Yale students are required to purchase a meal plan; indeed, many students are required by the university to purchase a specific meal plan.<sup>37</sup> The available undergraduate meal plans include the “Full Plan,” the “Flex Plan,” and the “Connect (Off-Campus) Plan.”<sup>38</sup>

34. According to Yale, “[t]he Full Plan is designed for students who want maximum convenience and residential dining access.”<sup>39</sup> This plan offers “[u]nlimited swipes at all (14) residential dining halls”<sup>40</sup> and “[t]hree hundred (\$300) total points per semester to be used in [the university’s] retail locations.”<sup>41</sup>

35. “Points,” or “dining points,” is the name that Yale gives to its version of dining dollars. They are expressed in terms of dollars; for example, “300 dining points [is] the equivalent of \$300.”<sup>42</sup> These points “can be spent at the dining halls, The Bow Wow, the Elm and other Yale Hospitality retail locations.”<sup>43</sup>

36. “Undergraduate students of any year, living on or off campus[,]” are eligible to purchase the Full Plan, which costs \$4,550 per semester.<sup>44</sup>

37. Yale’s Flex Plan, according to the university, “offers the flexibility upper-level students need to fit their schedules . . . . This plan is designed for students who may eat less

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<sup>37</sup> See, e.g., *id.*

<sup>38</sup> Explore Meal Plans, *supra* n.35.

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*

<sup>41</sup> *Id.*

<sup>42</sup> Maia Nehme, *Varied meal swipe values leave students questioning lunch options*, YALE DAILY NEWS (Oct. 4, 2023), <https://yaledailynews.com/blog/2023/10/04/variable-meal-swipe-value-leaves-students-questioning-lunch-options/> (<https://perma.cc/W6TB-CDE2>).

<sup>43</sup> *Id.*

<sup>44</sup> Explore Meal Plans, *supra* n.35.

frequently in residential dining halls, or who may need more points to dine in retail locations like The Commons, Bow Wow and Steep Cafe due to class schedules or locations.”<sup>45</sup>

38. This plan offers “[f]ourteen (14) weekly meal swipes at all (14) residential dining halls, limit one meal swipe per meal period” and “[s]ix hundred (\$600) total points per semester . . .”<sup>46</sup>

39. “Sophomore through senior year undergraduate students, living on or off campus[,]” are eligible to purchase the Flex Plan, which also costs \$4,550 per semester.<sup>47</sup>

40. At Yale, “[a]ll students living in residential colleges or on Old Campus are *required to purchase* the Full or Flex Meal Plan. First-year students *must purchase* the Full Meal Plan. Undergraduates living off campus may also purchase the Flex meal plan.”<sup>48</sup>

41. Undergraduate students living off of campus, however, are “automatically enrolled in the Connect meal plan.”<sup>49</sup> That plan—which is available to “[u]ndergraduate students, living off campus only” and costs \$1,850 per semester—“offers a combination of meal swipes for residential dining halls and dining points for retail locations.”<sup>50</sup> Specifically, it offers “[f]ive (5) weekly meal swipes at all (14) residential dining halls” and “[t]hree-hundred and seventy-five

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<sup>45</sup> *Id.*

<sup>46</sup> *Id.*

<sup>47</sup> *Id.*

<sup>48</sup> *Id.* [emphasis added].

<sup>49</sup> *Id.* *See also id.* (“To make it more convenient to participate, students living off campus will be automatically enrolled in the 2025-2026 Connect Meal Plan with the charge appearing on your term bill.”).

<sup>50</sup> *Id.*

(\$375) total points per semester to be used at residential dining halls” and the university’s retail locations.<sup>51</sup>

42. For plans that offer weekly meal swipes: Upon information and belief, unused meal swipes do not “roll over” from week to week. In addition, for *all* undergraduate meal plans. “[r]emaining points from Fall semester will roll over to the Spring semester, but *all points will expire at the end of the academic year.*”<sup>52</sup>

43. Yale also offers a meal plan specifically tailored to graduate and professional students. The “Grad Plan” provides those “students a bank of points to use across campus at . . . retail locations.”<sup>53</sup> This plan, which is available to “[g]raduate and professional students only” and costs \$385 per semester—provides each purchaser with “[f]our hundred (\$400) total points per block.”<sup>54</sup>

44. Upon information and belief, remaining points included in the Grad Plan will roll over from the Fall semester to the Spring semester, but all unused points will expire at the end of the academic year.

45. Yale’s “Fine Print” specifically states, *inter alia*:

- “Unused swipes do not transfer to future weeks nor do they have refundable value.”<sup>55</sup>
- “Remaining points from Fall semester will roll over to the Spring semester, but all points will expire at the end of the academic year.”<sup>56</sup>

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<sup>51</sup> *Id.*

<sup>52</sup> *Id.* [emphasis added].

<sup>53</sup> *Id.*

<sup>54</sup> *Id.*

<sup>55</sup> *Id.*

<sup>56</sup> *Id.*

- “Meal plans are only valid during the specified academic year term and cannot be redeemed.”<sup>57</sup>

46. Upon information and belief, Yale students’ meal plans, swipes, and dining points are loaded onto and stored on their university identification cards. “All undergraduates must present their [Yale] identification cards to access any Yale dining hall. Upon entering a dining hall, students present their [Yale] identification cards for electronic scanning.”<sup>58</sup>

47. Upon information and belief, many Yale students do not use all of their meal plan, swipes, and/or points—meaning that they expire and are forfeited back to Yale at the end of the Spring Semester (if not before then).

48. Thus, Yale students face the “financial penalty” that the Biden Administration described.<sup>59</sup> That is, “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.”<sup>60</sup>

49. Upon information and belief, Yale knows (or should know) that many students do not use, and expects that many students will not use, all of their meal plans, swipes, and/or points.<sup>61</sup>

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<sup>57</sup> *Id.* See also *id.* (“Refunds of meal plan payments are not permitted unless a student is leaving the University early in a semester or under other very extenuating circumstances.”); Undergraduate Regulations, *supra* n.36 (“No refunds or rebates can be given for meals not taken during a term.”),

<sup>58</sup> Undergraduate Regulations, *supra* n.36. See also *id.* (“Students who do not present a valid Yale identification card may be denied access to a dining hall.”).

<sup>59</sup> Fact Sheet, *supra* n.24. See also *supra*, at ¶20.

<sup>60</sup> *Id.*

<sup>61</sup> See, e.g., Nora Moses & Yolanda Wang, *Organizers for Yale Hunger and Homelessness Action Project express frustrations with Yale Hospitality monetary discrepancies*, YALE DAILY NEWS (Nov. 14, 2023), <https://yaledailynews.com/blog/2023/11/14/organizers-for-yale-hunger-and-homelessness-action-project-express-frustrations-with-yale-hospitality-monetary-discrepancies/> (<https://perma.cc/6D9T-JM4U>) (“Meal swipes—aside from bonus meals—do not roll over between semesters or years, leaving many students already paying for more food than they eat, [Paul Douglass] explained. Points roll over between only the fall and spring semesters.”) [emphasis added].

Yale, upon information and belief, intentionally, willfully, recklessly, unfairly, and/or unethically sets its meal-plan options and pricing based on this knowledge and expectation.

50. Mr. Ahsan purchased the Full Plan for each semester in the 2023-2024 academic year and the Connect Plan for each semester in the 2024-2025 academic year. He did *not* use all of the swipes and/or points provided by either plan in any semester. Those swipes and/or points were forfeited back to the university. Mr. Ahsan was not reimbursed, or compensated in any other way, for those unused swipes/points.

### **CLASS ACTION ALLEGATIONS**

51. Plaintiff brings this case individually and—pursuant to Sec. 9-7 of the Rules for the Superior Court, *et seq.*, and/or CT Gen Stat §42-110g(b) (and/or as otherwise permitted by law)—on behalf of a class that includes:

All students at Yale who forfeited any unused meal(s), swipe(s), point(s), and/or meal-plan value (or had any unused meal(s), swipe(s), point(s), and/or meal-plan value expire) during or at the conclusion of any semester in any academic year within the relevant statute of limitations (the “Class”).

52. Specifically excluded from the Class are (a) Yale; (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.

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

54. **Numerosity:** The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiff, there are currently 15,657 undergraduate, graduate, and professional students enrolled at Yale, including

6,667 students enrolled in Yale College.<sup>62</sup> Among the undergraduate student body are 1,633 first-time first-year students (i.e., freshmen),<sup>63</sup> as well as other students who are required to, or chose to, have a meal plan. The names and addresses of all such students are known to Yale and can be identified through Yale’s records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

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

- a. Is Yale’s 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, swipes, and/or points—and then requiring that students ultimately forfeit unused value, swipes, and/or points an “unfair method[] of competition[,]” an “unfair or deceptive act[] or practice[] in the conduct of any trade or commerce[,]” and/or otherwise violative of Connecticut’s Unfair Trade Practices Act (“CUTPA”)?
- b. Are Yale student identification cards, or even student meal plans themselves “gift certificates” within the meaning of Connecticut’s Gift Card Law (the “Gift Card Law”)?
- c. Does Yale’s policy of requiring students to forfeit any unused meal-plan value, swipes, and/or points during or at the end of a semester violate Connecticut law, including, but not limited to, the state’s prohibition against gift certificates being subject to expiration dates?
- d. Does Yale’s retention of amounts paid by Plaintiff and the Class members for meal plans—for which students did not receive full and fair value—constitute unjust enrichment?

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<sup>62</sup> See Headcount Enrollment Multi-Year Summary (W001), YALE UNIVERSITY, <https://oir.yale.edu/data-browser/student-data/enrollments/headcount-enrollment-multi-year-summary-w001> (last visited Dec. 17, 2025) (<https://perma.cc/2EY9-S239>).

<sup>63</sup> See *id.*

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.

56. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the other Class members each paid Yale for a meal plan(s)—which included swipes and/or points—and then suffered economic injury when they were deprived of the full value of the meal plan(s) when Defendant caused them—and the swipes and/or points—to expire and be forfeited during or at the end of a semester.

57. **Adequacy of Representation:** Plaintiff is an adequate class representative because (i) his interests do not conflict with the interests of the 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.

58. **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 is common to Plaintiff and each member of the Class.

59. **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 are relatively small, making it impracticable for any Class Member to bear the burden and expense required to individually prosecute claims against

Defendant. Even if the 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.

60. **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 LAW**

61. Paragraphs 1-60 above are incorporated by reference as though fully set forth herein.

62. In Connecticut, “[n]o person may sell or issue a gift certificate . . . that is subject to an expiration date.”<sup>64</sup>

63. According to Connecticut law, the Yale identification card (and/or a meal plan itself) is a “gift certificate.”<sup>65</sup> It is a “record evidencing a promise, made for consideration, by the seller or issuer of the record that goods or services will be provided to the owner of the record to the value shown in the record and includes, but is not limited to, a record that contains a microprocessor chip, magnetic stripe or other means for the storage of information that is prefunded and for which the value is decremented upon each use, a gift card, an electronic gift card, stored-value card or certificate, a store card, or a similar record or card . . .”<sup>66</sup>

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<sup>64</sup> Conn. Gen. Stat. §42-460(a).

<sup>65</sup> Conn. Gen. Stat. §3-56a(6).

<sup>66</sup> *Id.*

64. In exchange for payment of a student's meal plan, Defendant has promised that student that he or she will receive meals and/or other food in an amount equal to the value of the meal plan, including, but not necessarily limited to, in the form of meal-plan swipes and/or points.

65. Despite the statutory prohibition, a student's meal plan—and his or her meal-plan swipes and/or points—expires (at the end of a week, semester, and/or academic year).

66. Upon information and belief, Defendant does not even disclose on a student's identification card that the card and/or the meal-plan value expires.

67. Yale's actions—which have been undertaken intentionally, knowingly, willfully, and/or recklessly—are unethical, oppressive, and unscrupulous; actually deceptive; and against public policy, including, but not necessarily limited to, the state's articulated public policies to (i) ensure transparency in pricing and (ii) make higher education affordable.

68. By making meal plans, swipes, and/or points, which have been loaded onto students' identification cards, expire, Defendant has caused its students—including Plaintiff and the Class members—to suffer a substantial injury, harm, and/or damages—specifically the lost value of unused and expired meal plan(s), swipes, and/or points.

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

**COUNT II:**  
**VIOLATION OF CUTPA**  
**(Junk Fees)**

70. Paragraphs 1-69 above are incorporated by reference as though fully set forth herein.

71. In Connecticut, “[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”<sup>67</sup>

72. By, *inter alia*, offering for sale, and in fact selling, meal plans (and meals/food) to its students, Defendant is “offering for sale . . . the distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value in this state.”<sup>68</sup> That is, Defendant is engaged in trade and/or commerce.

73. “Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by [CUTPA], may bring an action in the judicial district in which the plaintiff or defendant resides or has his principal place of business or is doing business, to recover actual damages.”<sup>69</sup>

74. Defendant intentionally, knowingly, willfully, and/or recklessly 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.”

75. Junk fees are, *inter alia*, unfair, deceptive, and abusive.<sup>70</sup> As such—in and of themselves—they violate CUTPA.

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<sup>67</sup> Conn. Gen. Stat. §42-110b(a).

<sup>68</sup> Conn. Gen. Stat. §42-110a(4).

<sup>69</sup> Conn. Gen. Stat. §42-110g(a).

<sup>70</sup> “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 [said].” 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/>.

76. Here, Defendant violated CUTPA by intentionally, knowingly, willfully, and/or recklessly overcharging students, requiring them to pay significantly more for meal plans than they were really worth to students, and forcing students to forfeit the value of unused and expired meal plans, swipes, and/or points.

77. Defendant is engaged in on-going, unlawful, unfair, oppressive, unscrupulous, unethical, and immoral practices and/or conduct by charging consumers, i.e., its students, junk fees. Its actions are actually deceptive and against public policy, including, but not necessarily limited to, the state's articulated public policies to (i) ensure transparency in pricing and (ii) make higher education affordable.

78. As a result of Defendant's unlawful practices and/or conduct, Plaintiff and each Class member has suffered a substantial injury and an ascertainable (i.e., quantifiable or measurable) loss—that—is, 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), swipe(s), and/or point(s)).

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

**COUNT III:**  
**VIOLATION OF CUTPA**  
**(Meal Plans Generally)**

80. Paragraphs 1-79 above are incorporated by reference as though fully set forth herein.

81. While the imposition of junk fees is enough to constitute a violation of CUTPA, 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, at a minimum, an “unfair or deceptive act[] or practice[.]”

82. The manner in which Defendant intentionally, knowingly, willfully, and/or recklessly prices and administers meal plans is unlawful, unfair, oppressive, unscrupulous, unethical, and immoral. It is actually deceptive and against public policy, including, but not necessarily limited to, the state’s articulated public policies to (i) ensure transparency in pricing and (ii) make higher education affordable.

83. 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, and/or points during any given week, semester, and/or academic year. Nonetheless, intending to gain a financial windfall, Defendant still sold Plaintiff and every Class Member a meal plan(s) that included more meals and/or points than the average student would consume or use.

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

85. By engaging in this, *inter alia*, deceptive, misleading, and unethical practice, Defendant is charging junk fees, which in and of itself, as discussed above, violates CUTPA.

86. Expiring—and refusing to refund—meal plans/swipes also violates Connecticut’s Gift Card Law, as discussed above.

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

88. 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.

89. 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., meal plans, at artificially inflated and/or anti-competitive prices.

90. As a result of Defendant's unlawful practices and/or conduct, Plaintiff and each Class member suffered a substantial injury and ascertainable (i.e., quantifiable or measurable) loss—that is, 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), swipe(s), and/or point(s)).

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

**COUNT IV:**  
**UNJUST ENRICHMENT**

92. Paragraphs 1-91 above are incorporated by reference as though fully set forth herein.

93. When Plaintiff and the Class members paid Defendant money for their meal plans during the relevant time period, they conferred a benefit on Defendant.

94. In exchange for their payments, Plaintiff and the Class members expected to receive good and/or services of fair and/or equal value—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 and/or points.

95. To their detriment, Plaintiff and the Class members, however, did not receive the benefit of their bargain. In other words, Defendant unjustly did not provide Plaintiff and the Class members the full and fair return for the amounts paid.

96. Defendant's unilateral, non-negotiable declarations, *inter alia*, that (a) "all points will expire at the end of the academic year[;]" (b) "[u]nused swipes do not transfer to future weeks nor do they have refundable value[;]" and (c) "[m]eal plans . . . cannot be redeemed" 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 no choice but to agree to the terms if they wanted to attend Yale, which *U.S. News* currently ranks as the fourth best "national university" in the United States.<sup>71</sup>

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

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

**COUNT V:**  
**CONVERSION**

99. Paragraphs 1-98 above are incorporated by reference as though fully set forth herein.

100. Defendant improperly demanded and collected from Plaintiff and the Class members money as payment for meal plans.

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<sup>71</sup> See, e.g., *supra*, at ¶29 & n.30.

101. Defendant was not authorized to collect the amount of money charged and/or overcharged and collected by Defendant for Plaintiff's and the Class members' meal plans.

102. 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 deprived of the use of that money.

103. Defendant's unilateral, non-negotiable declarations, *inter alia*, that (a) "all points will expire at the end of the academic year[;]" (b) "[u]nused swipes do not transfer to future weeks nor do they have refundable value[;]" and (c) "[m]eal plans . . . cannot be redeemed" 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 no choice but to agree to the terms.

104. Plaintiff and the Class members have been harmed by Defendant's actions.

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

**COUNT VI:**  
**CIVIL THEFT**

106. Paragraphs 1-105 above are incorporated by reference as though fully set forth herein.

107. Defendant improperly demanded and collected from Plaintiff and the Class members' money as payment for meal plans.

108. Defendant was not authorized to collect the amount of money charged and/or overcharged and collected by Defendant for Plaintiff's and the Class members' meal plans.

109. 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 deprived of the use of that money.

110. Defendant intended to deprive Plaintiff and the Class members of their money and to appropriate the same to itself.

111. Defendant wrongfully took, obtained, and still withholds that money from Plaintiff and the Class members.

112. Defendant's unilateral, non-negotiable declarations, *inter alia*, that (a) "all points will expire at the end of the academic year[;]" (b) "[u]nused swipes do not transfer to future weeks nor do they have refundable value[;]" and (c) "[m]eal plans . . . cannot be redeemed" 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 no choice but to agree to the terms.

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

### **PRAYER FOR RELIEF**

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

1. A refund of all monies acquired by Defendant by means of any and all illegal and/or improper practice(s) and/or conduct;
2. An award of actual and/or compensatory and/or consequential damages;
3. Alternatively, an award of nominal damages (if and as necessary);
4. An award of statutory damages (if and as permitted by law);
5. An award of punitive damages (pursuant to Conn. Gen. Stat. §42-110g(a) and/or as otherwise permitted by law);
6. An award of treble damages (pursuant to Conn. Gen. Stat. §52-564 and/or as otherwise permitted by law);
7. An award of reasonable attorneys' fees and expenses incurred in connection with this action (pursuant to Conn. Gen. Stat. §42-110g(d) and/or as otherwise permitted by law);
8. An award of the costs of this action pursuant to Conn. Gen. Stat. (pursuant to §42-110g(d) and/or as otherwise permitted by law);
9. Disgorgement of all amounts unjustly charged, collected, received, maintained, converted, or held by Defendant;
10. A declaration that the manner by which Defendant prices, charges, and administers its meal plans violates the Gift Card Law and CUTPA;
11. Injunctive relief (if and as permitted by law) prohibiting Defendant from continuing to price, charge, and/or administer its meal plan in a manner that violates the Gift Card Law and/or CUTPA; 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.

Dated: December 23, 2025

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*Counsel for Plaintiff and the Putative Class*

\* (*Pro Hac Vice* forthcoming)

RETURN DATE: JANUARY 20, 2025

TASHROOM AHSAN,  
individually and on behalf of all others  
similarly situated,  
*Plaintiff,*

v.

YALE UNIVERSITY,  
*Defendant.*

SUPERIOR COURT

J.D. OF NEW HAVEN  
AT NEW HAVEN  
[JURY TRIAL REQUESTED]

DECEMBER 23, 2025

#### **STATEMENT OF AMOUNT IN DEMAND**

The amount in demand exclusive of interest and costs, is greater than Fifteen Thousand Dollars (\$15,000.00).

Plaintiff,  
TASHROOM AHSAN

  
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