

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ALEXANDRA LARDIS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

COLUMBIA UNIVERSITY,

Defendant.

Civil Action No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Alexandra Lardis (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant Columbia University (“Columbia” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to the allegations specifically pertaining to herself, which are based on personal knowledge.

NATURE OF THE CASE

1. Plaintiff brings this action against Defendant as a result of Defendant’s failure to safeguard and protect the confidential information of Plaintiff and the other members of the Class — information such as Social Security Numbers, date of births, financial information, and/or other personal information that can be used to perpetrate identity theft — in Defendant’s custody, control, and care (the “Sensitive Information”).

2. Defendant’s failure to safeguard and protect the Sensitive Information is in direct contrast to the representations made in its data retention policies, as more fully detailed below.

3. Plaintiff is a former student at Columbia. As a condition of Plaintiff’s attendance, Plaintiff was required to and did supply Sensitive Information to Defendant, including, but not limited, to her Social Security Number, date of birth, financial information, and other personal

private data.

4. Unbeknownst to Plaintiff, Defendant did not have sufficient cyber-security procedures and policies in place to safeguard the Sensitive Information it possessed.

5. Indeed, Defendant disclosed Plaintiff's and Class Members' Sensitive Information to a third-party, Progress Software, which had a security vulnerability in its MOVEit File Transfer solution, a system which was used by Defendant. Cybercriminals were able to gain access to Columbia data through the MOVEit vulnerability, including Plaintiff and Class Members' Sensitive Information, on approximately May 30, 2023,¹ thereby gaining access to Class Members' Sensitive Information, including Plaintiff's (the "Data Breach"). Plaintiff and members of the proposed Class have suffered damages as a result of the unauthorized and preventable disclosure of their Sensitive Information.

6. Indeed, following the Data Breach, Plaintiff experienced three separate fraud issues with her credit card account.

7. But this case is not about Progress Software's malfeasance – it is about Columbia's. Defendant failed to adhere to its own cybersecurity protections and protocols that were created to protect the Sensitive Information of students entrusted into Defendant's custody and care. Without this failure, (1) Plaintiff and the putative class members' data would not have been compromised, (2) the scope of Sensitive Information accessed by bad actors would have been greatly mitigated, and/or (3) Plaintiffs and putative class members could have taken remedial actions much more quickly and prevented fraud issues such as those experienced by Plaintiff.

8. This lawsuit seeks to redress Defendant's failure to adhere to its cyber-security

¹ <https://oag.ca.gov/ecrime/databreach/reports/sb24-574028> (last accessed Nov. 8, 2023).

policies, leading to and worsening the disclosure of the Sensitive Information of all persons affected by this Data Breach.

PARTIES

9. Plaintiff Alexandra Lardis is a resident of New York, New York, who holds two degrees from Columbia University, from 2018 and 2020 respectively. Plaintiff's Sensitive Information was compromised in the Data Breach.

10. The Data Breach occurred on approximately May 30, 2023, and Defendant was notified of the Data Breach shortly thereafter.

11. On July 21, 2023, Plaintiff was notified of a fraud issue with her credit card account. Specifically, a criminal attempted to spend over one-thousand dollars of Plaintiff's money using her credit card, without Plaintiff's knowledge or consent.

12. On July 22, 2023, Plaintiff was notified of a second fraud issue with her credit card account. Specifically, a criminal attempted to spend over eight-hundred dollars of Plaintiff's money using her credit card, without Plaintiff's knowledge or consent.

13. As a result of both incidents, Plaintiff had to spend numerous hours over the following weeks working with her bank to investigate the fraudulent activity, and to receive a new credit card.

14. Immediately after receiving her new credit card, Plaintiff suffered a third fraud attempt, where a criminal attempted to use Plaintiff's new credit card, without Plaintiff's knowledge or consent.

15. This third fraud attempt required Plaintiff to, once again, spend several hours over several weeks to work with her bank to investigate the fraudulent activity, and to receive a new credit card.

16. Plaintiff had never experienced identity, credit, or financial fraud or theft prior to the Data Breach.

17. Plaintiff had never had any of her personal information or Sensitive Information exposed in a Data Breach prior to the May 2023 Data Breach.

18. Plaintiff was **never** warned by Defendant that her Sensitive Information had been compromised. To make matters worse, Defendant has **still** not sent out notification letters to Plaintiff — nor **any** other Class Member — concerning the Data Breach.

19. This is despite documentation showing that the Data Breach did affect Columbia University.

20. Indeed, in September 2023, the National Student Clearinghouse submitted information to the California attorney general’s office showing that “nearly 900 colleges suffered a data breach during the mass hack of the file-sharing tool MOVEit...”²

21. In doing so, the National Student Clearinghouse submitted a “List of Affected Organizations,” as an attachment to their filing.³

22. That list, attached as **Exhibit A**, identifies Columbia University as one of the colleges affected by the Data Breach.

23. Defendant Columbia University is a private university located in New York, New York.

JURISDICTION AND VENUE

24. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class,

² <https://www.highereddive.com/news/move-it-900-colleges-breach/694835/> (emphasis in original) (last visited Nov. 6, 2023).

³ <https://oag.ca.gov/ecrime/databreach/reports/sb24-574028> (last visited Nov. 6, 2023).

as defined below, is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

25. This Court has personal jurisdiction over Defendant because the wrongful conduct giving rise to this case occurred in, was directed to, and/or emanated from this District, and because a substantial portion of the events giving rise to Plaintiff's claims occurred in this District, including Plaintiff's provision of her Sensitive Information to Defendant.

26. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this claim occurred in this District.

FACTUAL ALLEGATIONS

The Risks of Data Breaches and Compromised Sensitive Information are Well Known

27. Defendant had obligations created by contract, industry standards, common law, and representations made to current, former, and prospective students to keep Plaintiff's and Class Members' Sensitive Information confidential and to protect it from unauthorized access and disclosure.

28. Defendant's data security obligations are and were particularly important given the substantial increase in cyberattacks and/or data breaches widely reported on in the last few years. In fact, in the wake of this rise in data breaches, the Federal Trade Commission has issued an abundance of guidance for companies and institutions that maintain individuals' Sensitive Information.⁴

29. Moreover, in 2007, Columbia University suffered a data breach, resulting in the

⁴ See, e.g., *Protecting Personal Information: A Guide for Business*, FTC, available at <https://www.ftc.gov/business-guidance/resources/protecting-personal-information-guide-business> (last visited Aug. 9, 2023).

release of student names and Social Security numbers.⁵

30. Therefore, Defendant knew or should have known of the risks of data breaches and thus should have ensured that adequate protections were in place.

Defendant Allowed Criminals to Obtain Plaintiff's and the Class' Sensitive Information

31. Plaintiff and Class Members were obligated to provide Defendant with their Sensitive Information as part of their relationships with Defendant.

32. Due to inadequate security against unauthorized intrusion, including but not limited to Defendant's disclosure of Plaintiff and Class Members' Sensitive Information to a third-party, cybercriminals breached Plaintiff's and the Class' Sensitive Information on or about May 30, 2023. This Data Breach resulted in the criminals unlawfully obtaining access to students' Sensitive Information.

Data Breaches Lead to Identity Theft

33. Data breaches are more than just technical violations of their victims' rights. By accessing a victim's personal information, the cybercriminal can ransack the victim's life: withdraw funds from bank accounts, get new credit cards or loans in the victims' name, lock the victim out of his or her financial or social media accounts, send out fraudulent communications masquerading as the victim, file false tax returns, destroy their credit rating, and more.

34. Indeed, Plaintiff has already been the victim of three credit card fraud attempts following the Data Breach, which resulted in Plaintiff having to spend numerous hours over several weeks to work with her bank to investigate the fraudulent activity, and to receive new credit cards.

⁵ <https://www.columbiaspectator.com/the-eye/2019/03/01/what-is-columbia-doing-with-your-data/> (last accessed Nov. 8, 2023).

35. As the United States Government Accountability Office noted in a June 2007 report on data breaches (“GAO Report”), identity thieves use identifying data such as Social Security Numbers to open financial accounts, receive government benefits, and incur charges and credit in a person’s name.⁶ As the GAO Report states, this type of identity theft is more harmful than any other because it often takes time for the victim to become aware of the theft, and the theft can impact the victim’s credit rating adversely.

36. In addition, the GAO Report states that victims of this type of identity theft will face “substantial costs and inconvenience repairing damage to their credit records.”⁷

37. Identity theft victims are frequently required to spend many hours and large sums of money repairing the adverse impact to their credit. Identity thieves use stolen personal information for a variety of crimes, including credit card fraud, phones or utilities fraud, and bank/finance fraud.

38. There may be a time lag between when sensitive information is stolen and when it is used. According to the GAO Report:

“[L]aw enforcement officials told us that in some cases, stolen data may be held for up to a year or more before being used to commit identity theft. Further, once stolen data have been sold or posted on the Web, fraudulent use of that information may continue for years. As a result, studies that attempt to measure the harm resulting from data breaches cannot necessarily rule out all future harm.”⁸

39. With access to an individual’s Sensitive Information, cyber criminals can do more than just empty a victim’s bank account – they can also commit all manners of fraud, including:

⁶ See *Personal Information: Data Breaches Are Frequent, but Evidence of Resulting Identity Theft Is Limited; However, the Full Extent is Unknown* (June 2007), United States Government Accountability Office, available at <https://www.gao.gov/products/gao-07-737> (last visited Aug. 9, 2023).

⁷ *Id.* at 9.

⁸ *Id.* at 29

obtaining a driver's license or official identification card in the victim's name but with the thief's picture; using the victim's name and Social Security Number to obtain government benefits; or filing a fraudulent tax return using the victim's information.

40. Such personal information is such a crucial commodity to identity thieves that once the information has been compromised, criminals often trade the information on the "cyber black-market" for years. As a result of recent large-scale data breaches, identity thieves and cyber criminals have openly posted stolen credit card numbers, Social Security Numbers, and other Sensitive Information directly on various Internet websites making the information publicly available.

41. Defendant has still failed to date to send Plaintiff and Class Members notification letters informing them about the Data Breach, despite the breach happening on approximately May 30, 2023 – over five months ago.

Defendant's Records and Data Policies and Its Negligent Failure to Meet Them

42. In the ordinary course of, and as a condition of, her enrollment as a student at Columbia University, Plaintiff, like thousands of other students, alumni, applicants, faculty, and/or staff, provided Sensitive Information, including but not limited to her Social Security Number, to Defendant.

43. Defendant maintains this Sensitive Information within its data infrastructure, including within third-party vendors' systems as a result of Defendant's disclosures to said third-parties such as Progress Software.

44. Furthermore, Plaintiff and Class Members all entered into agreements with Defendant as part of, and as a precondition to, application and enrollment at Columbia University. These agreements contained or implied representations that Defendant would protect

Members' Sensitive Information.

45. Indeed, Defendant publicly posts policies regarding information security, including a "Retention of Student Education Records."⁹

46. Defendant's Retention of Student Education Records policy "describes University and School/Department responsibilities for the retention of, access to, and disposal of student education records."¹⁰

47. The policy bears an "Effective Date" of January 1, 2017.¹¹

48. The policy specifies that for "Disposal of Applicant/Student Documents" that "[a]ny documents that contain non-public information about applicants and students — especially sensitive items such as applications for admission ... or private addresses — should receive special handling when retention is no longer necessary. They should either be shredded or destroyed in some way that maintains complete confidentiality and security."¹²

49. Defendant Columbia University also has a policy termed "Registration And Protection of Systems Policy."¹³

50. Defendant's Registration And Protection Systems Policy "[d]escribes the requirements for the security controls that protect Systems that process, transmit and/or store University Data..."¹⁴

51. The policy bears an "Effective Date" of October 2013, and has been revised four

⁹ <https://universitypolicies.columbia.edu/content/retention-student-education-records> (last accessed Nov. 7, 2023).

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ <https://universitypolicies.columbia.edu/content/registration-and-protection-systems-policy> (last accessed Nov. 7, 2023).

¹⁴ *Id.*

times, including: November 2014; September 2016; October 2017; and July 2019.¹⁵

52. The policy specifies that Columbia has “Additional Protection Requirements for Systems Containing Sensitive Data.”¹⁶

53. Furthermore, the policy specifies that Columbia provides “Additional Protections for Credit Card Information.”¹⁷

54. Within this subsection of the policy, Columbia states that “Cardholder Data (‘CHD’) and Sensitive Authentication Data are not captured, stored, processed or transmitted on University Servers or the University Network other than encrypted CHD through a PCI-validated Point-to-Point Encryption (P2PE) Solution.”¹⁸

55. On information and belief, Defendant did not comply with these policies, which would have and should have prevented the dissemination of Plaintiff and class members’ Sensitive Information. But Plaintiff experienced multiple fraud issues soon after the Data Breach.

56. Finally, Defendant has an “Electronic Data Security Breach Reporting and Response Policy.”¹⁹

57. Defendant’s Electronic Data Security Breach Reporting and Response Policy “establishe[s] measures that must be taken to report and respond to a possible breach or compromise of Sensitive Data...”²⁰

58. The policy bears an “Effective Date” of October 2013, and has been revised three

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ <https://universitypolicies.columbia.edu/content/electronic-data-security-breach-reporting-and-response-policy> (last accessed Nov. 7, 2023).

²⁰ *Id.*

times, including: November 2014; February 2017; and July 2019.²¹

59. The Electronic Data Security Breach Reporting and Response Policy states that, in the event of a data breach, “Each Information Security Office will establish detailed internal procedures for compliance, external and internal communications, oversight of the investigation and technical support associated with a suspected or actual breach of Sensitive Data. The specific incident response procedures are set forth in the applicable Information Security and Privacy Incident Procedure and Checklist.”²²

60. It also states that “Based on the severity of the incident, an appropriate response action will be taken.”²³

61. But this was a severe incident, and Columbia’s response was not appropriate. Indeed, **Columbia still has yet to notify students that their Sensitive Information was compromised.**

62. The purpose of these aforementioned policies is to provide a higher degree of care and protection when collecting and recording Sensitive Information.

63. The policies also provide implied and expressed representations to students that Columbia has adequate procedures in place to prevent the disclosure of their Sensitive Information, as well as adequate procedures in place to respond to attempted and/or actual data breaches.

64. By obtaining, collecting, using, and deriving a benefit from Plaintiff’s and Class Members’ Sensitive Information, Defendant assumed legal and equitable duties and knew or should have known that it was responsible for protecting Plaintiff’s and Class Members’

²¹ *Id.*

²² *Id.*

²³ *Id.*

Sensitive Information from unauthorized disclosure.

65. Defendant compounded the actual and potential harm arising from the Data Breach by failing to notify Plaintiff and other Class Members of the compromise of their personal information, as Defendant has still not sent out any notification to students. Defendant's delay in notifying Plaintiff and the Class the full extent to which they were victims of the Data Breach will dilute any salutary effect that might come from these future suggestions.

66. Defendant's security failure demonstrates that it failed to honor its duties and promises by not:

- (a) Maintaining an adequate data security system to reduce the risk of data breaches and cyber-attacks;
- (b) Adequately protecting Plaintiff's and the Class Members' Sensitive Information;
- (c) Abiding by its own stated policies and procedures with respect to Sensitive Information;
- (d) Properly monitoring its own data security systems for existing intrusions; and
- (e) Ensuring that agents, employees, and others with access to Sensitive Information employed reasonable security procedures.

67. Plaintiff and all members of the Class have consequently suffered harm by virtue of the compromise and exposure of their Sensitive Information – including, but not limited to, (i) an imminent risk of future identity theft; (ii) lost time and money expended to mitigate the threat of identity theft; (iii) diminished value of personal information; and (iv) loss of privacy. Plaintiff and Class Members were also injured because they did not receive the full value of services for which they bargained; educational services plus adequate data security. Plaintiff and all members of the proposed Class are and will continue to be at imminent risk for tax fraud and

identity theft and the attendant dangers thereof for the rest of their lives because their Sensitive Information is in the hands of cyber-criminals.

Defendant's Inadequate Response to the Data Breach

68. The Data Breach occurred on approximately May 30, 2023.

69. Defendant was notified of the Data Breach shortly thereafter.

70. To date — over five months after the Data Breach — Defendant has failed to notify Plaintiff or any Class Members of the Data Breach.

CLASS ALLEGATIONS

71. Plaintiff seeks to represent a class defined as:

All persons whose Sensitive Information, provided to Defendant as part of their application to, enrollment at, or employment by Columbia University, was exposed to unauthorized access by way of the data breach on or about May 30, 2023. (Hereinafter, the “Class”).

72. Plaintiff reserves the right to amend the above definition, or to propose other or additional classes, in subsequent pleadings and/or motions for class certification.

73. Excluded from the Class are: (i) Defendant; any entity in which Defendant has a controlling interest; the officers and directors of Defendant; and the legal representatives, heirs, successors, and assigns of Defendant; (ii) any judge assigned to hear this case (or any spouse or family member of any assigned judge); (iii) any juror selected to hear this case; and (iv) any and all legal representatives (and their employees) of the parties.

74. Plaintiff additionally seeks to represent a subclass defined as “All members of the Class who are residents of New York.” (Hereinafter, the “New York Subclass”).

75. This action seeks both injunctive relief and damages.

76. Plaintiff and the Class satisfy the requirements for class certification for the following reasons:

77. **Numerosity of the Class.** The Data Breach affected thousands of individuals. Therefore, the members of the Class are so numerous that their individual joinder is impracticable. The precise number of persons in the Class and their identities and addresses may be ascertained or corroborated from Defendant's records. If deemed necessary by the Court, members of the Class may be notified of the pendency of this action.

78. **Existence and Predominance of Common Questions of Law and Fact.** There are question of law and fact common to the Class that predominate over any questions affecting only individual members, including:

- (a) Whether Defendant's data security systems prior to the Data Breach met the requirements of relevant laws;
- (b) Whether Defendant's data security systems prior to the Data Breach met industry standards;
- (c) Whether Plaintiff's and other Class Members' Sensitive Information was compromised in the Data Breach; and
- (d) Whether Plaintiff and other Class Members are entitled to damages as a result of Defendant's conduct.

79. **Typicality.** The claims or defenses of Plaintiff are typical of the claims or defenses of the proposed Class because Plaintiff's claims are based upon the same legal theories and same violations of law. Plaintiff's grievances, like the proposed Class Members' grievances, all arise out of the same business practices and course of conduct by Defendant.

80. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel that is highly experienced in complex class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the Class. Furthermore, Plaintiff

has no interests that are antagonistic to those of the Class.

81. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the Class on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

82. In the alternative, the Class may also be certified because:

(a) The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the Defendant;

(b) The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Defendant has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to

the members of the Class as a whole.

COUNT I
Negligence
(On Behalf of Plaintiff and the Class)

83. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

84. Defendant owed a duty to Plaintiff and to the Class to exercise reasonable care in obtaining, securing, safeguarding, properly disposing of and protecting Plaintiff's and Class Members' Sensitive Information within its control from being compromised, including by being accessed by unauthorized third parties. This duty included, among other things, maintaining adequate security measures over its networks and systems — including third parties it disclosed the Sensitive Information to — so as to prevent unauthorized access thereof.

85. Defendant owed a duty of care to the Plaintiff and members of the Class to provide security, consistent with industry standards, to ensure that it adequately protected the Sensitive Information of the individuals who entrusted it to Defendant.

86. Only Defendant was in a position to ensure that its and its vendors' systems were sufficient to protect against the harm to Plaintiff and the members of the Class from the Data Breach.

87. In addition, Defendant had a duty to use reasonable security measures under Section A of the Federal Trade Commission Act, 15 U.S.C. § 45, which prohibits “unfair ... practices in or affecting commerce,” including, as interpreted and enforced by the FTC, the unfair practice of failing to use reasonable measures to protect confidential data.

88. Defendant's duty to use reasonable care in protecting the Sensitive Information arose not only as a result of the common law and the statutes and regulations described above,

but also because they are bound by, and have committed to comply with, industry standards for the protection of confidential information, as well as its own stated policies.

89. Defendant breached its common law, statutory, and other duties – and thus, was negligent – by failing to use reasonable measures to protect students’ Sensitive Information, and by failing to provide timely notice of the Data Breach, and/or by failing to abide by its own stated policies. The specific negligent acts and omissions committed by Defendant include, but are not limited, to the following:

- (a) Failing to adopt, implement, and maintain adequate security measures to safeguard Plaintiff’s and the Class members’ Sensitive Information;
- (b) Failing to adequately monitor the security of its networks and systems;
- (c) Failing to abide by its own stated policies with respect to Plaintiff’s and the Class Members’ Sensitive Information;
- (d) Allowing unauthorized access to Plaintiff’s and the Class Members’ Sensitive Information; and
- (e) Failing to warn Plaintiff and other Class Members about the full extent of the Data Breach in a timely manner so that they could take appropriate steps to mitigate the potential for identity theft and other damages.

90. Defendant owed a duty of care to the Plaintiff and the members of the Class because they were foreseeable and probable victims of any inadequate security practices.

91. It was foreseeable that Defendant’s failure to use reasonable measures to protect Sensitive Information and to provide timely notice of the full extent of the Data Breach would result in injury to Plaintiff and other Class Members. Further, the breach of security, unauthorized access, and resulting injury to Plaintiff and the members of the Class were

reasonably foreseeable.

92. It was therefore foreseeable that the failure to adequately safeguard Sensitive Information would result in one or more of the following injuries to Plaintiff and the members of the Class: ongoing, imminent, certainly impending threat of identity theft crimes, fraud, and abuse, resulting in monetary loss and economic harm; actual identity theft crimes, fraud, and abuse, resulting in monetary loss and economic harm; loss of confidentiality of the stolen confidential data; the illegal sale of the compromised data on the deep web black market; expenses and/or time spent on credit monitoring and identity theft insurance; time spent scrutinizing bank statements, credit card statements, and credit reports; expenses and/or time spent initiating fraud alerts; decreased credit scores and ratings; lost work time; and other economic and non-economic harm.

93. Defendant knew or reasonably should have known of the inherent risks in collecting and storing the Sensitive Information of Plaintiff and members of the Class and the critical importance of providing adequate security of that information, yet despite the foregoing had inadequate cyber-security systems and protocols in place to secure the Sensitive Information.

94. As a result of the foregoing, Defendant unlawfully breached its duty to use reasonable care to protect and secure the Sensitive Information of Plaintiff and the Class which Plaintiff and members of the Class were required to provide to Defendant as a condition of application to or enrollment at Columbia University.

95. Plaintiff and members of the Class reasonably relied on Defendant to safeguard their information, and while Defendant was in a position to protect against harm from a data breach, Defendant negligently and carelessly squandered that opportunity. As a proximate result, Plaintiff and members of the Class suffered and continue to suffer the consequences of the

Data breach.

96. Defendant's negligence was the proximate cause of harm to Plaintiff and members of the Class.

97. Had Defendant not failed to implement and maintain adequate security measures to protect the Sensitive Information of its students, the Plaintiff's and Class Members' Sensitive Information would not have been exposed to unauthorized access and stolen, and they would not have suffered any harm.

98. However, as a direct and proximate result of Defendant's negligence, Plaintiff and members of the Class have been seriously and permanently damaged by the Data Breach. Specifically, Plaintiff and members of the Class have been injured by, among other things; (1) the loss of opportunity to control how their Sensitive Information is used; (2) diminution of value and the use of their Sensitive Information; (3) compromise, publication and/or theft of the Plaintiff's and the Class Members' Sensitive Information; (4) out-of-pocket costs associated with the prevention, detection and recovery from identity theft and/or unauthorized use of financial accounts; (5) lost opportunity costs associated with their efforts expended and the loss of productivity from addressing as well as attempting to mitigate the actual and future consequences of the breach including, but not limited to, efforts spent researching how to prevent, detect, and recover from identity data misuse; (6) costs associated with the ability to use credit and assets frozen or flagged due to credit misuse, including complete credit denial and/or increased cost of the use, the use of credit, credit scores, credit reports, and assets; (7) unauthorized use of compromised Sensitive Information to open new financial accounts; (8) tax fraud and/or other unauthorized charges to financial accounts and associated lack of access to funds while proper information is confirmed and corrected and/or imminent risk of the

foregoing; (9) continued risks to their Sensitive Information, which remains in Defendant's possession and may be subject to further breaches so long as Defendant fails to undertake appropriate and adequate measures to protect the Sensitive Information in its possession; and (10) future costs in terms of time, effort and money that will be spent trying to prevent, detect, contest and repair the effects of the Sensitive Information compromised as a result of the Data Breach as a remainder of the Plaintiff's and Class Members' lives.

99. Plaintiff and the Class seek damages, injunctive relief, and other and further relief as the Court may deem just and proper.

COUNT II
Breach Of Implied Contract
(On Behalf of Plaintiff and the Class)

100. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

101. Plaintiff and members of the Class provided Sensitive Information to Defendant in connection with their obtaining educational services from Defendant and were required to provide their Sensitive Information as a condition of receiving services therefrom.

102. Defendant would not have enrolled Plaintiff, nor enrolled and/or employed any members of the Class, had Plaintiff and members of the Class not provided various forms of Sensitive Information to Defendant, including their Social Security Numbers and other privileged and confidential items of information.

103. Plaintiff and members of the Class had no alternative and did not have any bargaining power with regards to providing their Sensitive Information. Defendant required disclosure of Sensitive Information as a condition to providing its services and/or employment, which the Plaintiff and members of the Class did.

104. When Plaintiff and Class Members paid money and provided their Sensitive Information to Defendant in exchange for services, they entered into implied contracts with Defendant pursuant to which Defendant agreed to safeguard and protect such information and to timely and accurately notify them if their data had been breached and compromised.

105. Defendant solicited and invited prospective students, employees, faculty, and others to provide their Sensitive Information as part of its regular business practices. These individuals accepted Defendant's offers and provided their Sensitive Information to Defendant. In entering into such implied contracts, Plaintiff and the Class reasonably assumed that Defendant's data security practices and policies were reasonable and consistent with industry standards, and that Defendant would use part of the funds received from Plaintiff and the Class to pay for adequate and reasonable data security practices.

106. Plaintiff and the Class would not have provided and entrusted their Sensitive Information to Defendant in the absence of the implied contract between them and Defendant to keep the information secure.

107. Plaintiff and the Class fully performed their obligations under the implied contracts with Defendant.

108. Defendant breached its implied contracts with Plaintiff and the Class by failing to safeguard and protect their Sensitive Information and by failing to provide timely and accurate notice that their personal information was compromised as a result of the Data Breach.

109. As a direct and proximate result of Defendant's breaches of their implied contracts, Plaintiff and the Class sustained actual losses and damages as described herein.

110. Plaintiff and the Class seek damages, injunctive relief, and other and further relief as the Court may deem just and proper.

COUNT III
Breach of Express Contract
(On Behalf of Plaintiff and the Class)

111. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

112. Plaintiff and Class Members entered into written agreements with Defendant as part of, and as a precondition to, application to, enrollment in, and/or employment by Columbia University. These agreements contained or incorporated the representations outlined *supra* ¶¶ 45-60 that Defendant would protect and responsibly handle Class Members' Sensitive Information. The agreements involved a mutual exchange of consideration whereby Defendant provided (or committed to considering to provide) educational services and/or compensation for Class Members in exchange for payment or work, respectively, from Class Members.

113. Defendant's failure to abide by its own stated policies and Defendant's failure to protect Class Members' Sensitive Information constitute a material breach of the terms of the agreement by Defendant, as reflected, *inter alia*, in its policies relating to Sensitive Information outlined *supra*.

114. As a direct and proximate result of Defendant's breach of contract with Plaintiff and Class Members, Plaintiff and Class Members have been irreparably harmed.

115. Plaintiff and the Class seek damages, injunctive relief, and other and further relief as the Court may deem just and proper.

COUNT IV
Violation Of New York General Business Law § 349
(On Behalf of Plaintiff and the New York Subclass)

116. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

117. Defendant, while operating in New York, engaged in deceptive acts and practices in the conduct of business, trade, and commerce and the furnishing of services, in violation of N.Y. GBL § 349(a). This includes but is not limited to the following:

- (a) Defendant failed to enact adequate privacy and security measures to protect the New York Subclass Members' Sensitive Information from unauthorized disclosure, release, data breaches, and theft, which was a direct and proximate cause of the Data Breach;
- (b) Defendant failed to take proper action following known security risks and prior cybersecurity incidents, which was a direct and proximate cause of the Data Breach;
- (c) Defendant knowingly and deceptively misrepresented that it would maintain adequate data privacy and security practices and procedures to safeguard the Sensitive Information from unauthorized disclosure, release, data breaches, and theft;
- (d) Defendant knowingly and deceptively misrepresented that it would comply with the requirements of relevant federal and state laws pertaining to the privacy and security of Sensitive Information; and
- (e) Defendant failed to abide by its own stated policies pertaining to the privacy and security of Sensitive Information.

118. As a direct and proximate result of Defendant's practices, Plaintiff and other New York Subclass Members suffered injury and/or damages, including, but not limited to, time and expenses related to monitoring their financial accounts for fraudulent activity, an increased, imminent risk of fraud and identity theft, and loss of value of their Sensitive Information.

119. The above unfair and deceptive acts and practices by Defendant were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and other New York Subclass Members that they could not reasonably avoid, which outweighed any benefits to consumers or to competition.

120. Defendant knew or should have known that its data security practices were inadequate to safeguard Sensitive Information entrusted to it, and that risk of a data breach or theft was highly likely. Defendant's actions in engaging in the above-named unfair practices and deceptive acts were negligent, knowing, and willful.

121. Plaintiff, on behalf of herself and the putative New York Subclass, seeks relief under N.Y. GBL § 349(h) for the greater of actual damages (to be proven at trial) and statutory damages of \$50 per violation, injunctive relief, and/or attorneys' fees and costs.

122. Plaintiff and New York Subclass Members seek to enjoin the unlawful deceptive acts and practices described above. Each New York Subclass Member will be irreparably harmed unless the Court enjoins Defendant's unlawful, deceptive actions, because, as detailed herein, Defendant will continue to fail to protect Sensitive Information entrusted to it.

123. Plaintiff and New York Subclass Members seek declaratory relief, restitution for monies wrongfully obtained, disgorgement of ill-gotten revenues and/or profits, injunctive relief prohibiting Defendant from continuing to disseminate its false and misleading statements, and other relief allowable under N.Y. GBL § 349.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- (a) For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- (b) For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- (c) For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- (d) For prejudgment interest on all amounts awarded;
- (e) For an order of restitution and all other forms of equitable monetary relief;
- (f) For an order directing Defendant to cease the illegal actions detailed herein; and
- (g) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit.

DEMAND FOR TRIAL BY JURY

Plaintiff, individually and on behalf of the Class, demands a trial by jury as to all issues triable of right.

Dated: November 21, 2023

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ Matthew A. Girardi
Matthew A. Girardi

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Counsel for Plaintiff

EXHIBIT A

List of Affected Organizations

ACADEMY OF ART UNIVERSITY
ACCESSLEX INSTITUTE
ADAMS STATE UNIVERSITY
ADELPHI UNIVERSITY
ADVANCED TECHNOLOGY INSTITUTE
ALAMANCE COMMUNITY COLLEGE
ALBERTUS MAGNUS COLLEGE
ALFRED UNIVERSITY
ALICE LLOYD COLLEGE
ALLEN COUNTY COMMUNITY COLLEGE
ALLEN HIGH SCHOOL
ALLIANT INTERNATIONAL UNIVERSITY
AMERICAN CAREER COLLEGE
AMERICAN COLLEGE OF HEALTHCARE SCIENCES -OR
AMERICAN UNIVERSITY
AMERICAN UNIVERSITY OF THE CARIBBEAN
ANDREW COLLEGE
ANNA MARIA COLLEGE
ANNE ARUNDEL COMMUNITY COLLEGE
ANTIOCH UNIVERSITY
AQUINAS COLLEGE
ARCADIA UNIVERSITY
ARIZONA STATE UNIVERSITY
ARIZONA WESTERN COLLEGE
ASCENDIUM
ASHEVILLE-BUNCOMBE TECHNICAL COMMUNITY COLLEGE
ASPEN UNIVERSITY
ATHENS STATE UNIVERSITY
ATLANTIC CAPE COMMUNITY COLLEGE
ATLANTIC UNIVERSITY COLLEGE
AUBURN UNIVERSITY
BAKER UNIVERSITY
BALDWIN WALLACE UNIVERSITY
BALL STATE UNIVERSITY
BANK STREET COLLEGE OF EDUCATION
BAPTIST HEALTH SCIENCES UNIVERSITY
BARD COLLEGE
BARTON COMMUNITY COLLEGE
BATON ROUGE COMMUNITY COLLEGE
BEAUFORT COUNTY COMMUNITY COLLEGE

BELHAVEN UNIVERSITY
BELLARMINE UNIVERSITY
BELLEVUE COLLEGE
BELLEVUE WEST HIGH SCHOOL
BELLIN COLLEGE
BEMIDJI STATE UNIVERSITY
BERGEN COMMUNITY COLLEGE
BERRY COLLEGE
BETHUNE-COOKMAN UNIVERSITY
BIG BEND COMMUNITY COLLEGE
BISMARCK STATE COLLEGE
BLADEN COMMUNITY COLLEGE
BLUE RIDGE COMMUNITY AND TECHNICAL COLLEGE
BLUE RIDGE COMMUNITY COLLEGE
BLUEFIELD STATE UNIVERSITY
BLUEFIELD UNIVERSITY
BOISE STATE UNIVERSITY
BRAZOS HIGHER EDUCATION AUTHORITY
BRESCIA UNIVERSITY
BREVARD COLLEGE
BREWTON-PARKER COLLEGE
BRIDGEPORT MILITARY ACADEMY
BRIGHAM YOUNG UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - IDAHO
BROOKDALE COMMUNITY COLLEGE
BROWARD COLLEGE
BROWN UNIVERSITY
BRUNSWICK COMMUNITY COLLEGE
BUENA VISTA UNIVERSITY
BUTLER COMMUNITY COLLEGE
CALDWELL COMMUNITY COLLEGE AND TECHNICAL
INSTITUTE
CALDWELL UNIVERSITY
CALHOUN COMMUNITY COLLEGE
CALIFORNIA BAPTIST UNIVERSITY -UNDERGRADS
CALIFORNIA INSTITUTE OF INTEGRAL STUDIES
CALIFORNIA STATE POLYTECHNIC UNIVERSITY POMONA
CALIFORNIA STATE UNIVERSITY - CHICO
CALIFORNIA STATE UNIVERSITY - DOMINGUEZ HILLS
CALIFORNIA STATE UNIVERSITY - FRESNO
CALIFORNIA STATE UNIVERSITY - FULLERTON

CALIFORNIA STATE UNIVERSITY - LONG BEACH
CALIFORNIA STATE UNIVERSITY - LOS ANGELES
CALIFORNIA STATE UNIVERSITY - SAN BERNARDINO
CALIFORNIA STATE UNIVERSITY- NORTHRIDGE
CAMDEN COUNTY COLLEGE
CAMERON UNIVERSITY
CAMPBELLSVILLE UNIVERSITY
CANADA COLLEGE
CANISIUS COLLEGE
CAPE FEAR COMMUNITY COLLEGE
CAPITAL UNIVERSITY COLUMBUS
CARL ALBERT STATE COLLEGE
CARL JUNCTION HS
CARLOS ALBIZU UNIVERSITY
CAROLINA UNIVERSITY
CAROLINAS COLLEGE OF HEALTH SCIENCES
CARROLL COLLEGE
CARROLL UNIVERSITY
CARSON-NEWMAN UNIVERSITY
CARTERET COMMUNITY COLLEGE
CASE WESTERN RESERVE UNIVERSITY
CASTLETON UNIVERSITY
CAZENOVIA COLLEGE
CECIL COLLEGE
CENTIER BANK
CENTRAL ALABAMA COMMUNITY COLLEGE
CENTRAL CAROLINA TECHNICAL COLLEGE
CENTRAL CONNECTICUT STATE UNIVERSITY
CENTRAL MAINE COMMUNITY COLLEGE
CENTRAL MICHIGAN UNIVERSITY
CENTRAL NEW MEXICO COMMUNITY COLLEGE
CENTRAL PIEDMONT COMMUNITY COLLEGE
CENTRAL TEXAS COLLEGE-TRADITIONAL
CENTRALIA COLLEGE
CENTRE COLLEGE
CFI
CHAFFEY COMMUNITY COLLEGE
CHAMBERLAIN UNIVERSITY
CHANDLER/GILBERT COMMUNITY COLLEGE
CHARTER OAK STATE COLLEGE
CHATTANOOGA STATE COMMUNITY COLLEGE

CHICAGO SCHOOL OF PROFESSIONAL PSYCHOLOGY
CHICAGO STATE UNIVERSITY
CHIPPEWA VALLEY TECHNICAL COLLEGE
CITIZEN'S BANK, N.A.
CITY COLLEGE OF SAN FRANCISCO
CLARK COLLEGE
CLARKSON UNIVERSITY
CLAYTON STATE UNIVERSITY
CLEMSON UNIVERSITY
CLEVELAND COMMUNITY COLLEGE
CLEVELAND STATE UNIVERSITY
COAHOMA COMMUNITY COLLEGE
COASTAL CAROLINA COMMUNITY COLLEGE
COASTAL CAROLINA UNIVERSITY
COCHISE COLLEGE
COKER UNIVERSITY
COLLEGE OF DUPAGE
COLLEGE OF HEALTH CARE PROFESSIONS- HOUSTON NW
COLLEGE OF NEW JERSEY
COLLEGE OF SAINT ROSE
COLLEGE OF SAN MATEO
COLLEGE OF SOUTHERN IDAHO
COLLEGE OF SOUTHERN NEVADA
COLLEGE OF THE ALBEMARLE
COLLEGE OF THE CANYONS
COLLEGE OF THE DESERT
COLLEGE OF THE HOLY CROSS
COLLEGE OF THE MAINLAND
COLLEGE OF THE SISKIYOU
COLLEGE OF WESTERN IDAHO
COLLIN COUNTY COMMUNITY COLLEGE
COLORADO MESA UNIVERSITY
COLORADO MOUNTAIN COLLEGE
COLUMBIA STATE COMMUNITY COLLEGE
COLUMBIA UNIVERSITY
COMMUNITY COLLEGE OF BEAVER COUNTY
COMMUNITY COLLEGE OF PHILADELPHIA
COMMUNITY COLLEGE OF RHODE ISLAND
COMMUNITY COLLEGE OF VERMONT
CONCORD UNIVERSITY
CONCORDIA UNIVERSITY

CORNELL UNIVERSITY
COWLEY COUNTY COMMUNITY JUNIOR
CRAVEN COMMUNITY COLLEGE
CREATIVE ARTS SECONDARY SCHOOL
CREIGHTON UNIVERSITY
CRISPUS ATTUCKS HIGH SCHOOL
CUNY BERNARD M BARUCH COLLEGE
CUNY BOROUGH OF MANHATTAN COMMUNITY COLLEGE
CUNY BRONX COMMUNITY COLLEGE
CUNY BROOKLYN COLLEGE
CUNY CITY COLLEGE
CUNY COLLEGE OF STATEN ISLAND
CUNY GRADUATE SCHOOL AND UNIVERSITY CENTER
CUNY HOSTOS COMMUNITY COLLEGE
CUNY HUNTER COLLEGE
CUNY JOHN JAY COLLEGE OF CRIMINAL JUSTICE
CUNY KINGSBOROUGH COMMUNITY COLLEGE
CUNY LAGUARDIA COMMUNITY COLLEGE
CUNY LEHMAN COLLEGE
CUNY MEDGAR EVERS COLLEGE
CUNY NEW YORK CITY COLLEGE OF TECHNOLOGY
CUNY QUEENS COLLEGE
CUNY QUEENSBOROUGH COMMUNITY COLLEGE
CUNY YORK COLLEGE
CUYAHOGA COMMUNITY COLLEGE
CUYAMACA COLLEGE
DALLAS THEOLOGICAL SEMINARY
DARTMOUTH COLLEGE
DAVIDSON COLLEGE
DAVIDSON-DAVIE COMMUNITY COLLEGE
DE ANZA COLLEGE
DELAWARE COUNTY COMMUNITY COLLEGE
DELAWARE TECHNICAL AND COMMUNITY - TERRY
DELAWARE VALLEY UNIVERSITY
DELGADO COMMUNITY COLLEGE
DELTA COLLEGE
DES MOINES AREA COMMUNITY COLLEGE
DEVRY UNIVERSITY
DIVINE MERCY UNIVERSITY
DOANE UNIVERSITY
DOMINICAN UNIVERSITY NEW YORK

DORDT UNIVERSITY
DRAKE UNIVERSITY
DREW UNIVERSITY
DRURY UNIVERSITY
DUNWOODY COLLEGE OF TECHNOLOGY
DURHAM TECHNICAL COMMUNITY COLLEGE
DYERSBURG STATE COMMUNITY COLLEGE
D'YOUVILLE UNIVERSITY
EAST STROUDSBURG UNIVERSITY
EAST TENNESSEE STATE UNIVERSITY
EASTERN GATEWAY COMMUNITY COLLEGE
EASTERN IOWA COMMUNITY COLLEGE DISTRICT
EASTERN MENNONITE UNIVERSITY
EASTERN NEW MEXICO UNIVERSITY
EASTERN OKLAHOMA STATE COLLEGE
EASTERN UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
ECPI UNIVERSITY
EDGECOMBE COMMUNITY COLLEGE
EDMONDS COLLEGE
EDUCATION INVESTMENT
EDUCATIONAL CREDIT MGT CORPORATION
EFP WAREHOUSE FUNDING 3 LLC
ELLSWORTH COMMUNITY COLLEGE
ELMHURST UNIVERSITY
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - DAYTONA
EMMANUEL UNIVERSITY
EMORY UNIVERSITY
EMPIRE STATE UNIVERSITY
EMPORIA STATE UNIVERSITY
ENDICOTT COLLEGE
ENTERPRISE STATE COMMUNITY COLLEGE
ERIKSON INSTITUTE
ESSEX COUNTY COLLEGE
ESTRELLA MOUNTAIN COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
FAIRFIELD UNIVERSITY
FAIRLEIGH DICKINSON UNIVERSITY - TEANECK
FAULKNER UNIVERSITY
FAYETTEVILLE STATE UNIVERSITY
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

FELICIAN UNIVERSITY
FIELDING GRADUATE UNIVERSITY
FINANCE AUTHORITY OF MAINE
FIRSTMARK SERVICED TRUST
FIRSTMARK SERVICES
FITCHBURG STATE UNIVERSITY
FLETCHER TECHNICAL COMMUNITY COLLEGE
FLORENCE-DARLINGTON TECH COLLEGE
FLORIDA COLLEGE
FLORIDA GATEWAY COLLEGE
FLORIDA INSTITUTE OF TECHNOLOGY
FLORIDA INTERNATIONAL UNIVERSITY
FLORIDA SOUTHERN COLLEGE
FLORIDA STATE COLLEGE AT JACKSONVILLE
FOND DU LAC TRIBAL and COMMUNITY COLLEGE
FOOTHILL COLLEGE
FORDHAM UNIVERSITY
FORSYTH TECHNICAL COMMUNITY COLLEGE
FRANKLIN PIERCE UNIVERSITY
FRESNO CITY COLLEGE
FRESNO PACIFIC UNIVERSITY
FRONTIER NURSING UNIVERSITY
FULL SAIL UNIVERSITY
GADSDEN STATE COMMUNITY COLLEGE
GALEN COLLEGE OF NURSING
GASTON COLLEGE
GATEWAY COMMUNITY COLLEGE
GATEWAY COMMUNITY COLLEGE
GEORGE C WALLACE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
GEORGE MASON UNIVERSITY
GEORGE WASHINGTON HIGH SCHOOL
GEORGE WASHINGTON UNIVERSITY
GEORGETOWN UNIVERSITY
GEORGIA GWINNETT COLLEGE
GEORGIA HIGHLANDS COLLEGE
GEORGIA INSTITUTE OF TECHNOLOGY
GEORGIA STATE UNIVERSITY
GODDARD COLLEGE
GOLDEN WEST COLLEGE
GOLDMAN SACHS BANK USA

GONZAGA UNIVERSITY
GORDON-CONWELL THEOLOGICAL - HAMILTON
GRAMBLING STATE UNIVERSITY
GRAND CANYON UNIVERSITY-TRADITIONAL
GRAND RAPIDS COMMUNITY COLLEGE
GREAT BASIN COLLEGE
GREENVILLE TECHNICAL COLLEGE
GREENVILLE UNIVERSITY
GROSSMONT COLLEGE
GUILFORD TECHNICAL COMMUNITY COLLEGE
GULF COAST STATE COLLEGE
GWYNEDD MERCY UNIVERSITY
HALIFAX COMMUNITY COLLEGE
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
HARRIS-STOWE STATE UNIVERSITY
HARTWICK COLLEGE
HARVARD UNIVERSITY
HAYWOOD COMMUNITY COLLEGE
HEARTLAND COMMUNITY COLLEGE
HENNEPIN TECHNICAL COLLEGE
HENRY FORD COLLEGE
HIGHLAND COMMUNITY COLLEGE
HILL COLLEGE
HILLSBOROUGH COMMUNITY COLLEGE
HOOD THEOLOGICAL SEMINARY
HORN HIGH SCHOOL
HORRY-GEORGETOWN TECHNICAL COLLEGE
HOUSATONIC COMMUNITY COLLEGE
HOWARD COMMUNITY COLLEGE
HOWARD UNIVERSITY
HUDSON COUNTY COMMUNITY COLLEGE
HUTCHINSON COMMUNITY COLLEGE
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI
ILLINOIS COLLEGE
ILLINOIS EASTERN C C
ILLINOIS STUDENT ASSISTANCE COMMISSION
INDEPENDENCE COMMUNITY COLLEGE
INDIAN HILLS COMMUNITY COLLEGE
INDIANA WESLEYAN UNIVERSITY
INTER AMERICAN UNIV OF PUERTO RICO

INTER AMERICAN UNIV OF PUERTO RICO- BAYAMON
CAMPUS
INTER AMERICAN UNIV OF PUERTO RICO- LAW
INTER AMERICAN UNIV OF PUERTO RICO- METRO CAMPUS
INTERDENOMINATIONAL THEOLOGICAL
INVER HILLS COMMUNITY COLLEGE
IONA UNIVERSITY
IOWA CENTRAL COMMUNITY COLLEGE
IOWA STATE UNIVERSITY
IOWA WESTERN COMMUNITY COLLEGE
IRVINE VALLEY COLLEGE
ISOTHERMAL COMMUNITY COLLEGE
J F DRAKE STATE TECHNICAL COLLEGE
JACKSON COLLEGE
JACKSON STATE COMMUNITY COLLEGE
JACKSON STATE UNIVERSITY
JAMES MADISON UNIVERSITY
JAMES SPRUNT COMMUNITY COLLEGE
JEFFERSON COLLEGE
JOHN BROWN UNIVERSITY - MAIN CAMPUS
JOHN CARROLL UNIVERSITY
JOHNSTON COMMUNITY COLLEGE
KEAN UNIVERSITY
KELLOGG COMMUNITY COLLEGE
KENNESAW STATE UNIVERSITY
KENT STATE UNIVERSITY
KEYBANK NATIONAL ASSOCIATION
KING'S COLLEGE
KIRKWOOD COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE
LAGRANGE COLLEGE
LAKE ERIE COLLEGE OF OSTEOPATHIC
LAKE FOREST GRADUATE SCHOOL OF MANAGEMENT
LAKE SUPERIOR STATE UNIVERSITY
LAKESHORE TECHNICAL COLLEGE
LAKE-SUMTER STATE COLLEGE
LANE COLLEGE
LARAMIE COUNTY COMMUNITY COLLEGE
LE MOYNE COLLEGE
LEBANON VALLEY COLLEGE
LEHIGH CARBON COMMUNITY COLLEGE

LEHIGH UNIVERSITY
LENOIR COMMUNITY COLLEGE
LETOURNEAU UNIVERSITY
LEWIS-CLARK STATE COLLEGE
LIBERTY HIGH SCHOOL
LIMESTONE UNIVERSITY
LINDENWOOD UNIVERSITY
LONE STAR COLLEGE SYSTEM DISTRICT
LONG ISLAND UNIVERSITY
LONGWOOD UNIVERSITY
LOUISIANA CHRISTIAN UNIVERSITY
LOUISIANA DELTA COMMUNITY COLLEGE
LOUISIANA STATE UNIVERSITY - SHREVEPORT
LOUISIANA STATE UNIVERSITY AT ALEXANDRIA
LOYOLA MARYMOUNT UNIVERSITY
LOYOLA UNIVERSITY CHICAGO
LOYOLA UNIVERSITY IN NEW ORLEANS
LYNN UNIVERSITY
MACOMB COMMUNITY COLLEGE
MANCHESTER COMMUNITY COLLEGE
MANHATTAN AREA TECHNICAL COLLEGE
MANHATTAN COLLEGE
MANHATTANVILLE COLLEGE
MARIA COLLEGE
MARIAN UNIVERSITY
MARIAN UNIVERSITY
MARQUETTE UNIVERSITY
MARSHALL UNIVERSITY HUNTINGTON
MARSHALLTOWN COMMUNITY COLLEGE
MARTIN COMMUNITY COLLEGE
MARYLAND UNIVERSITY OF INTEGRATIVE HEALTH
MARYWOOD UNIVERSITY
MASSACHUSETTS MARITIME ACADEMY
MCDOWELL TECHNICAL COMMUNITY COLLEGE
MCHENRY COUNTY COLLEGE
MCLENNAN COMMUNITY COLLEGE
MCNEESE STATE UNIVERSITY
MEDAILLE UNIVERSITY
MERCED COLLEGE
MERCY COLLEGE OF OHIO
MEREDITH COLLEGE

MESABI RANGE COLLEGE
METHODIST UNIVERSITY
METROPOLITAN COMMUNITY COLLEGE
METROPOLITAN STATE UNIVERSITY
MGH INSTITUTE OF HEALTH PROFESSIONS
MIAMI UNIVERSITY
MICHIGAN FINANCE AUTHORITY
MICHIGAN STATE UNIVERSITY
MICHIGAN TECHNOLOGICAL UNIVERSITY
MID AMERICA CHRISTIAN UNIVERSITY
MID MICHIGAN COLLEGE
MID PLAINS COMMUNITY COLLEGE
MIDAMERICA NAZARENE UNIVERSITY
MIDDLESEX COLLEGE
MIDDLESEX COMMUNITY COLLEGE
MIDLAND UNIVERSITY
MIDWAY UNIVERSITY
MILDRED ELLEY SCHOOL
MILLIKIN UNIVERSITY
MILLSAPS COLLEGE
MILWAUKEE AREA TECH COLLEGE
MILWAUKEE LUTHERAN HIGH SCHOOL
MINNESOTA OFFICE OF HIGHER EDUCATION
MINNESOTA STATE UNIVERSITY - MANKATO
MINNESOTA STATE UNIVERSITY MOORHEAD
MISSISSIPPI COLLEGE
MISSOURI STATE UNIVERSITY
MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY
MITCHELL COMMUNITY COLLEGE
MOBERLY AREA COMMUNITY COLLEGE
MODESTO JUNIOR COLLEGE
MOLLOY UNIVERSITY
MONROE COLLEGE
MONROE COMMUNITY COLLEGE
MONTCLAIR STATE UNIVERSITY
MONTEREY PENINSULA COLLEGE
MONTREAT COLLEGE
MOREHEAD STATE UNIVERSITY
MOUNT MARTY UNIVERSITY
MOUNT MARY UNIVERSITY
MOUNT SAINT MARY COLLEGE

MOUNT ST MARY'S UNIVERSITY
MPOWER FINANCING
MUHLENBERG COLLEGE
MUSKEGON COMMUNITY COLLEGE
MYCOMPUTERCAREER AT COLUMBUS
NASH COMMUNITY COLLEGE
NASHVILLE STATE COMMUNITY COLLEGE
NASSAU COMMUNITY COLLEGE
NATIONAL STUDENT LOAN PROGRAM
NATIONAL UNIVERSITY
NCMSLT I
NELNET BANK, INC.
NELNET INC.
NEUMONT COLLEGE OF COMPUTER SCIENCE
NEVADA STATE UNIVERSITY
NEW ENGLAND COLLEGE - SEMESTERS - DAYO
NEW ENGLAND COLLEGE OF OPTOMETRY
NEW JERSEY INSTITUTE OF TECHNOLOGY
NEW MEXICO STATE UNIVERSITY-MAIN
NEW MEXICO STUDENT LOANS
NEW YORK COLLEGE OF HEALTH PROFESSIONS
NEW YORK INSTITUTE OF TECHNOLOGY- OLD WESTBURY
NEW YORK UNIVERSITY
NIAGARA COUNTY COMMUNITY COLLEGE
NICHOLS COLLEGE
NIGHTINGALE COLLEGE
NORFOLK STATE UNIVERSITY
NORMANDEALE COMMUNITY COLLEGE
NORTH CAROLINA CENTRAL UNIVERSITY
NORTH CAROLINA STATE UNIVERSITY
NORTH CAROLINA WESLEYAN COLLEGE
NORTH CENTRAL TEXAS COLLEGE
NORTH CENTRAL UNIVERSITY
NORTH FLORIDA COLLEGE
NORTH HENNEPIN COMMUNITY COLLEGE
NORTH IDAHO COLLEGE
NORTH IOWA AREA COMMUNITY COLLEGE
NORTH SEATTLE COLLEGE
NORTH SHORE COMMUNITY COLLEGE
NORTHCENTRAL UNIVERSITY
NORTHEAST IOWA COMMUNITY COLLEGE

NORTHEASTERN STATE UNIVERSITY
NORTHEASTERN TECHNICAL COLLEGE
NORTHERN ARIZONA UNIVERSITY
NORTHERN KENTUCKY UNIVERSITY
NORTHERN MICHIGAN UNIVERSITY
NORTHERN OKLAHOMA COLLEGE
NORTHLAND COMMUNITY and TECHNICAL COLLEGE
NORTHSTAR EDUCATION FINANCE, INC.
NORTHWEST MISSOURI STATE UNIVERSITY
NORTHWESTERN STATE UNIVERSITY
NORTHWESTERN UNIVERSITY
NORWALK COMMUNITY COLLEGE
NORWICH UNIVERSITY
O.D. WYATT HIGH SCHOOL
OAKWOOD UNIVERSITY
OCEAN COUNTY COLLEGE
OGLETHORPE UNIVERSITY
OKLAHOMA CITY UNIVERSITY
OKLAHOMA STATE UNIVERSITY - STILLWATER/TULSA
OLATHE EAST HIGH SCHOOL
OLD DOMINION UNIVERSITY
OLIVET NAZARENE UNIVERSITY UG
OREGON INSTITUTE OF TECHNOLOGY
OSCEOLA COUNTY SCHOOL FOR THE ARTS
OSCEOLA HIGH SCHOOL
OUR LADY OF THE LAKE UNIVERSITY OF SAN ANTONIO
OXNARD COLLEGE
PACE UNIVERSITY
PACIFIC WESTERN BANK
PALMER COLLEGE OF CHIROPRACTIC
PAMLICO COMMUNITY COLLEGE
PANHANDLE PLAINS PERKINS
PARADISE VALLEY COMMUNITY
PARK HILL HIGH SCHOOL
PARK UNIVERSITY
PASADENA CITY COLLEGE
PASSAIC COUNTY COMMUNITY COLLEGE
PAUL SMITH'S COLLEGE
PAYNE THEOLOGICAL SEMINARY
PEIRCE COLLEGE
PELLISSIPPI STATE COMMUNITY COLLEGE

PENINSULA COLLEGE
PENNSYLVANIA WESTERN UNIVERSITY
PENSACOLA STATE COLLEGE
PHILADELPHIA COLLEGE OF OSTEOPATHIC MEDICINE
PIEDMONT COMMUNITY COLLEGE
PIEDMONT UNIVERSITY
PIERCE COLLEGE
PIMA COMMUNITY COLLEGE
PITT COMMUNITY COLLEGE
PLAZA COLLEGE
POINT UNIVERSITY
POMEROY COLLEGE OF NURSING AT CROUSE HOSPITAL
PONTIFICAL CATHOLIC UNIVERSITY OF PUERTO RICO
POST UNIVERSITY
PRAIRIE VIEW A&M UNIVERSITY
PRESBYTERIAN COLLEGE
PRESCOTT COLLEGE
PRISM CAREER INSTITUTE
PURDUE UNIVERSITY - WEST LAFAYETTE
PURDUE UNIVERSITY GLOBAL
PURDUE UNIVERSITY NORTHWEST
QUEENS UNIVERSITY OF CHARLOTTE
QUINCY COLLEGE
QUINNIPIAC UNIVERSITY
RADFORD UNIVERSITY
RAMAPO COLLEGE OF NEW JERSEY
RANDOLPH COLLEGE
RANDOLPH COMMUNITY COLLEGE
REDEEMER UNIVERSITY
REGIS COLLEGE
REND LAKE COLLEGE
RHODE ISLAND SCHOOL OF DESIGN
RICE UNIVERSITY
RICHMOND COMMUNITY COLLEGE
RIO SALADO COLLEGE
RIVER PARISHES COMMUNITY COLLEGE
RIVERSIDE CITY COLLEGE
ROANOKE COLLEGE
ROBESON COMMUNITY COLLEGE
ROCHESTER COMMUNITY and TECHNICAL COLLEGE
ROCK VALLEY COLLEGE

ROCKHURST UNIVERSITY
ROCKINGHAM COMMUNITY COLLEGE
ROCKY MOUNTAIN COLLEGE OF ART and DESIGN
ROGUE COMMUNITY COLLEGE
ROSEMAN UNIVERSITY OF HEALTH SCIENCES
ROWAN-CABARRUS COMMUNITY COLLEGE
RUTGERS -THE STATE UNIVERSITY OF NJ -NEW BRUNSWICK
SADDLEBACK COLLEGE
SAINT AUGUSTINE'S UNIVERSITY
SAINT JOHN'S UNIVERSITY
SAINT JOSEPH'S COLLEGE OF MAINE
SAINT LOUIS UNIVERSITY
SAINT MARY'S UNIV OF MINNESOTA
SAINT PAUL COLLEGE
SAINT PETER'S UNIVERSITY
SAINT THOMAS AQUINAS COLLEGE
SALUS UNIVERSITY
SAMARITAN HOSPITAL SCHOOL OF NURSING
SAMUEL MERRITT UNIVERSITY
SAN BERNARDINO VALLEY COLLEGE
SAN DIEGO MESA COLLEGE
SAN DIEGO MIRAMAR COLLEGE
SAN DIEGO STATE UNIVERSITY
SAN FRANCISCO STATE UNIVERSITY
SAN JOSE STATE UNIVERSITY
SAN JUAN COLLEGE
SANDHILLS COMMUNITY COLLEGE
SANTA ANA COLLEGE
SANTA FE COMMUNITY COLLEGE
SANTA MONICA COLLEGE
SAVANNAH STATE UNIVERSITY
SAYBROOK UNIVERSITY
SCHOOL OF VISUAL ARTS
SCOTTSDALE COMMUNITY COLLEGE
SEATTLE CENTRAL COLLEGE
SEATTLE UNIVERSITY
SETON HILL UNIVERSITY
SEWARD COUNTY COMMUNITY COLLEGE
SHASTA COLLEGE
SHAW UNIVERSITY
SHAWNEE COMMUNITY COLLEGE

SHAWNEE STATE UNIVERSITY
SHORTER UNIVERSITY
SIENA COLLEGE
SIERRA COLLEGE
SIMMONS UNIVERSITY
SKYLINE COLLEGE
SLF V-2015 TRUST
SNOW COLLEGE
SOUTH CAROLINA STUDENT LOAN CORPORATION
SOUTH DAKOTA STATE UNIVERSITY
SOUTH PIEDMONT COMMUNITY COLLEGE
SOUTH SEATTLE COLLEGE
SOUTHEAST COMMUNITY COLLEGE - LINCOLN
SOUTHEAST MISSOURI STATE UNIVERSITY
SOUTHEASTERN COMMUNITY COLLEGE
SOUTHERN BAPTIST THEOLOGICAL SEMINARY
SOUTHERN CONNECTICUT STATE UNIVERSITY
SOUTHERN MAINE COMMUNITY COLLEGE
SOUTHERN UNION STATE COMMUNITY COLLEGE
SOUTHWEST COLLEGE OF NATUROPATHIC MED & HEALTH
SCI
SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY
SOUTHWESTERN COMMUNITY COLLEGE
SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
SOUTHWOOD FINANCIAL LLC
SPLASH FINANCIAL
SPOKANE COMMUNITY COLLEGE
SPOKANE FALLS COMMUNITY COLLEGE
SPRING ARBOR UNIVERSITY
ST AMBROSE UNIVERSITY
ST CHARLES COMMUNITY COLLEGE
ST CLAIR COUNTY COMMUNITY COLLEGE
ST CLOUD STATE UNIVERSITY
ST JOHN FISHER UNIVERSITY
ST JOHNS RIVER STATE COLLEGE
ST JOSEPH'S UNIVERSITY
ST JOSEPH'S UNIVERSITY- BROOKLYN
ST LOUIS COMMUNITY COLLEGE
ST MARY'S COLLEGE OF CALIFORNIA
ST MARY'S UNIVERSITY
ST OLAF COLLEGE

ST PETER'S HOSPITAL COLLEGE OF NURSING
ST THOMAS UNIVERSITY
STANFORD FEDERAL CREDIT UNION
STANFORD UNIVERSITY
STANLY COMMUNITY COLLEGE
STATE UNIVERSITY OF NEW YORK NEW PALTZ
STEPHEN F AUSTIN STATE UNIVERSITY
STETSON UNIVERSITY
STONEHILL COLLEGE
STUDENT LOAN ACQUISITION TRUST 2019-1
SULLIVAN UNIVERSITY
SUNY ADIRONDACK COMM COLL
SUNY BINGHAMTON
SUNY BROOME COMMUNITY COLLEGE
SUNY COBLESKILL
SUNY COLLEGE - CORTLAND
SUNY COLLEGE - OLD WESTBURY
SUNY COLLEGE OF ENVIRONMENTAL
SUNY COLLEGE OF TECHNOLOGY AT CANTON
SUNY COLUMBIA-GREENE COMMUNITY COLLEGE
SUNY DOWNSTATE HEALTH SCIENCE CENTER
SUNY FARMINGDALE
SUNY FASHION INSTITUTE OF TECHNOLOGY
SUNY FINGER LAKES COMMUNITY COLLEGE
SUNY HERKIMER COUNTY COMMUNITY COLLEGE
SUNY JAMESTOWN COMMUNITY COLLEGE
SUNY MOHAWK VALLEY COMMUNITY COLLEGE
SUNY ONONDAGA COMMUNITY COLLEGE
SUNY ORANGE COUNTY COMMUNITY COLLEGE
SUNY POLYTECHNIC INSTITUTE
SUNY ROCKLAND COMMUNITY COLLEGE
SUNY STONY BROOK UNIVERSITY
SUNY SUFFOLK COUNTY COMMUNITY COLLEGE
SUNY SULLIVAN CO COMMUNITY CLG
SUNY TOMPKINS CORTLAND COMMUNITY COLLEGE
SUNY UNIVERSITY - BROCKPORT
SUNY UNIVERSITY AT ALBANY
SUNY UPSTATE MEDICAL UNIVERSITY
SUNY WESTCHESTER COMMUNITY COLLEGE
SURRY COMMUNITY COLLEGE
SUSSEX COUNTY COMMUNITY COLLEGE

TACOMA COMMUNITY COLLEGE
TARLETON STATE UNIVERSITY
TARRANT COUNTY COLLEGE
TEMPLE COLLEGE
TEMPLE UNIVERSITY
TEXARKANA COLLEGE
TEXAS A and M INTERNATIONAL UNIVERSITY
TEXAS A and M UNIVERSITY KINGSVILLE
TEXAS CHRISTIAN UNIVERSITY
TEXAS STATE TECHNICAL COLLEGE - WACO
TEXAS WOMAN'S UNIVERSITY
THE CATHOLIC UNIVERSITY OF AMERICA
THE MASTER'S UNIVERSITY
THE NEW SCHOOL
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
THE UNIVERSITY OF OLIVET
THE UNIVERSITY OF TENNESSEE SOUTHERN
THE UNIVERSITY OF TULSA
THREE RIVERS COLLEGE
TIFFIN UNIVERSITY
TOURO UNIVERSITY
TOURO UNIVERSITY CALIFORNIA
TOURO UNIVERSITY WORLDWIDE
TOWD POINT ASSET GRANTOR TRUST 2021-SL1
TRELLIS COMPANY
TREMPER HIGH SCHOOL
TREVCCA NAZARENE UNIVERSITY
TRI-COUNTY TECHNICAL COLLEGE
TRINITY INTERNATIONAL UNIVERSITY
TRITON COLLEGE
TROCAIRE COLLEGE
TRUMAN STATE UNIVERSITY
TUFTS UNIVERSITY
TUSKEGEE UNIVERSITY
TYLER JUNIOR COLLEGE
UC LAW SAN FRANCISCO
UEI COLLEGE- FRESNO
UMB SL TRUST I
UNION BANK AND TRUST COMPANY
UNION COLLEGE OF UNION COUNTY NEW JERSEY
UNION PRESBYTERIAN SEMINARY

UNITED EDUCATION INSTITUTE- HUNTINGTON PARK CAMPUS
UNITED STATES NAVAL ACADEMY
UNITED STATES SPORTS ACADEMY
UNITED STATES UNIVERSITY
UNITY ENVIRONMENTAL UNIVERSITY
UNIVERSIDAD ANA G MENDEZ RECINTO DE CAROLINA
UNIVERSIDAD ANA G MENDEZ RECINTO DE CUPEY
UNIVERSIDAD ANA G MENDEZ RECINTO DE GURABO
UNIVERSIDAD DEL SAGRADO CORAZON
UNIVERSITY ACCOUNTING SERVICE
UNIVERSITY OF AKRON
UNIVERSITY OF ALABAMA
UNIVERSITY OF ALABAMA BIRMINGHAM-TRADITIONAL
UNIVERSITY OF ALASKA - FAIRBANKS
UNIVERSITY OF ALASKA ANCHORAGE
UNIVERSITY OF ARIZONA
UNIVERSITY OF ARKANSAS - FORT SMITH
UNIVERSITY OF BRIDGEPORT
UNIVERSITY OF CALIFORNIA-LOS ANGELES
UNIVERSITY OF CENTRAL MISSOURI
UNIVERSITY OF CENTRAL OKLAHOMA
UNIVERSITY OF CINCINNATI
UNIVERSITY OF COLORADO BOULDER
UNIVERSITY OF COLORADO COLORADO SPRINGS
UNIVERSITY OF COLORADO DENVER
UNIVERSITY OF CONNECTICUT
UNIVERSITY OF DAYTON
UNIVERSITY OF DETROIT MERCY
UNIVERSITY OF FLORIDA
UNIVERSITY OF HARTFORD
UNIVERSITY OF HOLY CROSS
UNIVERSITY OF IDAHO
UNIVERSITY OF ILLINOIS AT CHICAGO
UNIVERSITY OF ILLINOIS AT URBANA
UNIVERSITY OF INDIANAPOLIS
UNIVERSITY OF KANSAS
UNIVERSITY OF KENTUCKY
UNIVERSITY OF LA VERNE
UNIVERSITY OF LOUISIANA - MONROE
UNIVERSITY OF LOUISVILLE
UNIVERSITY OF LYNCHBURG

UNIVERSITY OF MARY WASHINGTON
UNIVERSITY OF MEMPHIS
UNIVERSITY OF MIAMI
UNIVERSITY OF MICHIGAN
UNIVERSITY OF MICHIGAN DEARBORN
UNIVERSITY OF MICHIGAN FLINT
UNIVERSITY OF MISSOURI-COLUMBIA
UNIVERSITY OF MISSOURI-KANSAS CITY
UNIVERSITY OF MISSOURI-ST LOUIS
UNIVERSITY OF MOBILE
UNIVERSITY OF MONTEVALLO
UNIVERSITY OF MOUNT OLIVE
UNIVERSITY OF NEVADA LAS VEGAS
UNIVERSITY OF NEVADA-RENO
UNIVERSITY OF NEW HAVEN-SEMESTERS
UNIVERSITY OF NEW MEXICO
UNIVERSITY OF NEW ORLEANS
UNIVERSITY OF NORTH ALABAMA
UNIVERSITY OF NORTH CAROLINA ASHEVILLE
UNIVERSITY OF NORTH CAROLINA-GREENSBORO
UNIVERSITY OF NORTH CAROLINA-PEMBROKE
UNIVERSITY OF NORTH DAKOTA
UNIVERSITY OF NORTH TEXAS
UNIVERSITY OF NORTHWESTERN OHIO COLL OF BUS
UNIVERSITY OF OKLAHOMA
UNIVERSITY OF PHOENIX
UNIVERSITY OF PITTSBURGH
UNIVERSITY OF PROVIDENCE
UNIVERSITY OF PUERTO RICO-PONCE
UNIVERSITY OF RICHMOND
UNIVERSITY OF SAN FRANCISCO
UNIVERSITY OF SCIENCE AND ARTS OF OKLAHOMA
UNIVERSITY OF SOUTH DAKOTA
UNIVERSITY OF ST THOMAS
UNIVERSITY OF TAMPA
UNIVERSITY OF TENNESSEE
UNIVERSITY OF TENNESSEE - MARTIN
UNIVERSITY OF TENNESSEE CHATTANOOGA
UNIVERSITY OF TEXAS ARLINGTON
UNIVERSITY OF TEXAS RIO GRANDE VALLEY
UNIVERSITY OF THE DISTRICT OF COLUMBIA

UNIVERSITY OF THE INCARNATE WORD
UNIVERSITY OF THE PACIFIC
UNIVERSITY OF THE SOUTHWEST
UNIVERSITY OF THE VIRGIN ISLANDS
UNIVERSITY OF WEST ALABAMA
UNIVERSITY OF WEST GEORGIA
UNIVERSITY OF WISCONSIN - LA CROSSE
UNIVERSITY OF WISCONSIN - MILWAUKEE
UNIVERSITY OF WISCONSIN - OSHKOSH
UNIVERSITY OF WISCONSIN - PLATTEVILLE
UNIVERSITY OF WISCONSIN - STEVENS POINT
UNIVERSITY OF WISCONSIN - STOUT
UNIVERSITY OF WISCONSIN - WHITEWATER
UNIVERSITY OF WISCONSIN- GREEN BAY
UPPER IOWA UNIVERSITY
US BANK NATIONAL ASSOCIATION
UTAH STATE UNIVERSITY
UTICA UNIVERSITY
UW CREDIT UNION
VALLEY FORGE MILITARY COLLEGE
VALPARAISO UNIVERSITY
VANCE-GRANVILLE COMMUNITY COLLEGE
VANDERBILT UNIVERSITY
VERITAS DOCTRINA LOAN TRUST
VERMONT STUDENT ASSISTANCE CORP
VILLANOVA UNIVERSITY
VIRGINIA COMMONWEALTH UNIVERSITY
VIRGINIA MILITARY INSTITUTE
VIRGINIA POLYTECH and STATE UNIV
WAGNER COLLEGE
WAKE FOREST UNIVERSITY
WAKE TECHNICAL COMMUNITY COLLEGE
WALDEN UNIVERSITY
WARTBURG COLLEGE
WASHINGTON STATE UNIVERSITY
WAUKESHA COUNTY TECHNICAL COLLEGE
WAYNE COMMUNITY COLLEGE
WAYNE STATE COLLEGE
WEBSTER UNIVERSITY SEMESTER
WELCH COLLEGE
WEST COAST UNIVERSITY- NORTH HOLLYWOOD

WEST SHORE COMMUNITY COLLEGE
WEST TEXAS A and M UNIVERSITY
WEST VALLEY COLLEGE
WEST VIRGINIA STATE UNIVERSITY
WEST VIRGINIA UNIVERSITY
WESTERN CAROLINA UNIVERSITY
WESTERN CONNECTICUT STATE UNIVERSITY
WESTERN GOVERNORS UNIVERSITY
WESTERN IOWA TECH COMMUNITY COLLEGE
WESTERN KENTUCKY UNIVERSITY
WESTERN MICHIGAN UNIVERSITY THOMAS M COOLEY LAW
WESTERN NEVADA COLLEGE
WESTERN NEW ENGLAND UNIVERSITY
WESTERN OKLAHOMA STATE COLLEGE
WESTERN PIEDMONT COMM COLL
WESTERN UNIVERSITY OF HEALTH SCIENCES
WESTMONT COLLEGE
WESTMORELAND COUNTY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE
WICHITA STATE UNIVERSITY
WILKES COMMUNITY COLLEGE
WILKES UNIVERSITY
WILLIAM and MARY
WILLIAM PATERSON UNIVERSITY OF NEW JERSEY
WILSON COLLEGE
WILSON COMMUNITY COLLEGE
WINGATE UNIVERSITY
WINONA STATE UNIVERSITY
WISCONSIN LUTHERAN COLLEGE
WOR-WIC COMMUNITY COLLEGE
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