

CA

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA

ALECIA WILLIAMS  
406 M Street, NE  
Washington, DC 20002,

LILLIAN A. WILSON  
5300 C Street, SE  
Washington, DC 20011,

EDLYN PHILLIP-BOYD  
4908 Meade Street, NE  
Washington, DC 20019,

CHAKIA SUMPTER  
903 Marcy Avenue, 204  
Oxon Hill, MD 20745,

KADIR IMAM  
6000 13<sup>th</sup> Street, Apt. # 307  
Washington, DC 20011,

ZERFU AYELE  
1380 Peabody Street, NW, 200  
Washington, DC 20011,

and  
HELEN THOMAS  
5055 Seminary Road, 330  
Alexandria, VA 22311,

PLAINTIFFS,  
[On Behalf of Themselves And  
Similarly Situated Others]

v.

GRADUATE SCHOOL  
600 Maryland Avenue, S.W.,  
Washington, DC 20024-2520,

**Serve Upon:**  
Jerry Ice, Ed.D.  
CEO and President  
600 Maryland Avenue, S.W.,  
Washington, DC 20024-2520,

**FILED**  
CIVIL ACTIONS BRANCH  
MAR 15 2010  
Superior Court  
of the District of Columbia  
Washington, D.C.

Case No. 0001667-10



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913



and )  
 )  
 SOUTHEASTERN UNIVERSITY )  
 1310 Southern Avenue, SE )  
 Washington, DC 20032 )  
 )  
**Serve Upon:** )  
 Elaine Ryan )  
 600 Maryland Avenue, S.W., )  
 Washington, DC 20024-2520, )  
 )  
 DEFENDANTS. )

**JH AMENDED CLASS COMPLAINT AND JURY TRIAL DEMAND**

COME NOW THE PLAINTIFFS, ALECIA WILLIAMS, LILLIAN A. WILSON, EDLYN PHILLIP-BOYD, CHAKIA SUMPTER, KADIR IMAM, ZERFU AYELE, and HELEN THOMAS, on behalf of themselves, and on behalf of similarly situated others, and sue the Defendants as follows:

1. The Plaintiffs believe that the class they propose to represent is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the class; the claims or defenses of the named Plaintiffs are typical of the claims or defenses of the class; and the Representative Plaintiffs will fairly and adequately protect the interests of the class.
2. Defendant, Southeastern University, is a private entity, which engages in the provision of educational services to consumers of education, including the above-named and other Plaintiffs.
3. Defendant Graduate School is "a private District institution that specializes in training government workers..." **Exhibit 1.** Graduate



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707  
Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

School is the successor in interest of the Defendant Southeastern University.

4. Graduate School acknowledges that it purchased "assets and liabilities" of Southeastern University. Graduate School has represented publicly, as recently as March 6, 2010, that "it had completed a merger with... Southeastern University." *Exhibit 1*. The Plaintiffs believe and aver that Graduate School is responsible for Plaintiffs' harm alleged herein. Southeastern and Graduate School shall be referred to herein jointly and severally as "Defendant."
5. Plaintiffs Alecia Williams, Lillian A. Wilson, Edlyn Phillip-Boyd, Kadir M. Imam, and Zerfu Ayele are residents of the District of Columbia.
6. Plaintiff Helen Thomas is a resident of the Commonwealth of Virginia and Plaintiff Chakia Sumpter is a resident of the State of Maryland.
7. Plaintiffs Williams, Phillip-Boyd, Wilson, Sumpter and Imam were registered by the Defendant (through the misrepresentations and omissions) into the Cardiovascular Program.
8. Plaintiffs Thomas and Ayele were registered into the Medical Technology program.
9. In exchange for the promises made by the Defendant, the Plaintiffs paid substantial amounts of money in tuition, books and costs. The amounts of money paid by Plaintiffs and collected by the Defendant (as a result of the false promises, representations and omissions made by the Defendant) varied from as low as Ten Thousand Dollars



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

(\$10,000.00) to as high as Forty One Thousand Five Hundred Dollars (\$41,500.00). The Defendant represented to the Plaintiffs that they would make significant salaries upon graduation.

10. Jurisdiction and venue are proper over the Defendant in this Court. Defendant is located in the District of Columbia and conducts business here. During the relevant period of time, the Defendant regularly advertised its relevant programs in the District.
11. The fraudulent conduct complained of herein occurred in the District of Columbia.
12. The Defendant holds itself out as a provider of private educational services through several distinct programs, including an academic department known as "Public Administration". Through this Department, the Defendant offered Plaintiffs an "Associate of Science Degree" with a concentration in "Cardiovascular Technology" and "Medical Technology."
13. The Defendant represented to potential consumers, including the Plaintiffs, and did so during the period relevant to this suit, that its programs are "accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools..."
14. The Defendant also represented that it "prepares students for a successful and rewarding career... by focusing on academic and professional preparation in a supportive environment."



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

15. The Defendant Southeastern represented, or omitted to disclose to Plaintiffs information regarding Defendant's inability to provide faculty, its declining enrollment and its lack of stability as an institution, both academically and financially.
16. The also Defendant specifically represented that it provided students, who enroll in its Cardiovascular Technology program ("the Program") with "700+ observational and practical hours before graduation, including Clinical Externship."
17. The Defendant expressly represented to Plaintiffs that students are eligible to sit for a "Certification Exam."
18. Defendant also represented that it possesses learning resources that include "interactive" classrooms, and "science/medical software programs". It represented that it has an academic advisor and a student support program manager who would provide one-on-one counseling.
19. The Defendant also promised potential consumers of the Medical Technology program that they would receive an education in two years, that they would train on state of the art equipment, that they would be placed in a practical externship program, and that they would be instructed by qualified teachers. The Defendant knew that it could not deliver upon these promises and representations. The Defendant knew that the quality of the program it offered is less than represented and that due to the financial instability and dropping



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

faculty enrollment that it could not deliver upon the said representations. The Defendant knew and had reason to know that its accreditation was threatened, and it *withheld* that material information from the Plaintiffs.

20. Shortly after enrolling into the Program, the Plaintiffs learned that Defendant's representations are false. The Defendant lacked the accreditation that it represented it had. It lacked the ability to prepare students academically, or professionally. It lacked the University backing that it claimed it had.
21. The Plaintiffs learned that Defendant did not have in place "Clinical Externships" that were capable of accommodating students the Defendant sought to enroll into its program. Contrary to its representation, Plaintiffs graduating from Defendant's Cardiovascular Technology program would not have been eligible to sit for a Certification Exam.
22. Defendant's representations as to the quality of the Program were false. Defendant omitted to inform Plaintiffs that it had lost student enrollment due to a decline in international student attendance since 9/11. This fact, which was also simply not made known to Plaintiffs, was cited as an excuse by Defendant for its failure. This fact was known by Defendant and should have been made available to Plaintiffs.
23. Upon information and belief, not a single Plaintiff, or consumer graduated from Defendant's said Program.



**HERMINA  
LAW GROUP**

Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

**COUNT I**  
**FRAUD**

24. The Plaintiffs incorporate by reference all of the allegations made above and in this Complaint as if fully set forth herein and further state:
25. For that, at the time of their enrollments, Defendant Southeastern, which is succeeded by Defendant Graduate School, made promises and representations, which it knew to be false, including the representations regarding the accreditation, the declining of the institution, the lack of financial stability, the lack of Clinical Externships, the quality of the program, the lack of quality instruction, the declining of faculty, the reputation of the school, all of which turned out to be false. That Defendant's representations and/or regarding the faculty and the financial stability of the institution were false. The Plaintiffs justifiably relied upon the representations and omissions to their detriment. The Defendant maliciously intended that Plaintiffs rely on these representations or omissions.
26. As a result of Defendant's fraud, Plaintiffs were significantly harmed in that they lost the amounts paid in tuition and fees, and in lost wages, attorneys' fees, compensatory and other damages. The Plaintiffs also suffered significant emotional harm as a result of Defendant's conduct, which has been complained of hereinabove.



**HERMINA**  
**LAW GROUP**

Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

WHEREFORE, your Plaintiffs pray a judgment in the amount of One Million Dollars (\$1,000,000.00), including compensatory damages, Ten Million Dollars (\$10,000,000.00) in punitive damages, plus cost of suit.

**COUNT II**  
**UNFAIR OR DECEPTIVE TRADE PRACTICES ACT**  
**DC CODE SECTION 28-3901, et Seq.**

27. The Plaintiffs incorporate by reference all of the allegations made above and in this Complaint as if fully set forth herein and further state:
28. For that Defendant's promises and misrepresentations, which it made knowing the same could not be delivered, and/or the failure to deliver upon such promises and misrepresentations constitute unfair and deceptive trade practices in violation of the Consumer Protection Act of the District of Columbia, Section 28-3901, et seq. The oral and written statements complained-of herein were false and/or misleading, or had the capacity or tendency to mislead consumers, including Plaintiffs.
29. As a result of Defendant's practices, Plaintiffs were significantly harmed in that they lost the amounts paid in tuition and fees, and in lost wages, attorneys' fees, compensatory and other damages contemplated under the Act. The Plaintiffs also suffered significant



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707  
Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

emotional harm as a result of Defendants' conduct, which has been complained of hereinabove.

WHEREFORE, your Plaintiffs pray a judgment in the amount of One Million Dollars (\$1,000,000.00), including compensatory damages, statutory damages, attorneys' fees, plus cost of suit.

**COUNT III**  
**BREACH OF CONTRACT**

30. The Plaintiffs incorporate by reference all of the allegations made above and in this Complaint as if fully set forth herein and further state:
31. Defendant's oral and written promises constitute contractual obligations to deliver upon educational and other services promised.
32. The failure to deliver upon the promises was a material breach, which caused Plaintiffs substantial harm.
33. The Plaintiffs each met Defendant's expectations by meeting all of the educational elements required of them, notwithstanding the fraudulent nature of Defendants' business.

WHEREFORE, your Plaintiffs pray a judgment in the amount of One Million Dollars (\$1,000,000.00) in compensatory damages, plus cost of suit.



**HERMINA**  
**LAW GROUP**

Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

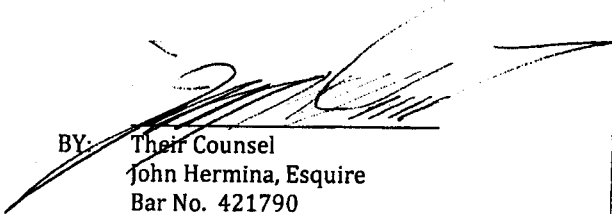
Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913

**Demand for Trial By Jury**

The Plaintiffs respectfully demand a trial by jury on all of the  
issued to be so tried.

Respectfully Submitted,

THE PLAINTIFFS,

  
BY: Their Counsel  
John Hermina, Esquire  
Bar No. 421790  
HERMINA LAW GROUP  
Laurel Lakes Executive Park  
8327 Cherry Lane  
Laurel, Maryland 20707  
Tel 301-206-3166  
Fax 301-490-7913



Laurel Lakes Executive  
Park  
8327 Cherry Lane  
Laurel, MD 20707

Phone: (301) 206-3166  
(410) 792-2727  
Fax: (301) 490-7913