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22 **SUPERIOR COURT OF CALIFORNIA**
23 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

24 PATRICIA LEE, individually and on behalf of
25 all others similarly situated,

26 Plaintiff,

27 vs.

28 CALIFORNIA SOUTHERN UNIVERSITY
formerly known as SOUTHERN
CALIFORNIA UNIVERSITY FOR
PROFESSIONAL STUDIES and
DOES 1 through 100, inclusive;

Defendants.

**ELECTRONICALLY
FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX CENTER
Jun 10 2009

ALAN CARLSON, Clerk of the Court
by J. HAINES

CASE NO.: 05CC00274

Judge David C. Velasquez
Dept. CX 101
Complex Litigation (Class Action)

FIRST AMENDED COMPLAINT FOR:

- 1) **UNLAWFUL PRACTICE IN SALE OF CONSUMER GOODS AND SERVICES [CONSUMERS LEGAL REMEDIES ACT, CIV. CODE §1780(a)]; AND**
- 2) **UNLAWFUL, UNFAIR AND DECEPTIVE BUSINESS ACTS AND FALSE ADVERTISING [BUS. & PROF. CODE §17200, ET SEQ.]**

Action Filed: November 18, 2005

Trial Date: Not Yet Set

1 Plaintiff, PATRICIA LEE, individually and on behalf of all others similarly situated, alleges as
2 follows:

3 **CLASS ACTION ALLEGATIONS**

4 1. Plaintiff PATRICIA LEE is an individual and a consumer of the educational goods
5 and services hereafter described who at all times herein alleged resided in San Leandro, California.
6 Plaintiff is bringing this action on behalf of herself and all other consumers similarly situated.

7 2. Defendant CALIFORNIA SOUTHERN UNIVERSITY formerly known as
8 SOUTHERN CALIFORNIA UNIVERSITY FOR PROFESSIONAL STUDIES ("SCUPS") was
9 established in 1978 and is a corporate business entity that is organized, existing and doing business
10 as a private postsecondary and vocational education provider. SCUPS' principal place of business is
11 in Santa Ana, Orange County, California. At all times herein alleged, SCUPS was authorized or
12 licensed by the Bureau for Private Postsecondary and Vocational Education of the State of California
13 Department of Consumer Affairs ("Bureau") to sell to adult consumers various courses in
14 professional studies that would, if completed, result in SCUPS awarding to the consumer an
15 Associates, Bachelors, Masters, Professional Doctoral or Doctor of Philosophy Degree. Since the
16 initial filing of this action, the Bureau's operations have been suspended with the repeal of the
17 *California Education Code* ("CEC") under which it was originally created.

18 3. Plaintiff is unaware of the true names and capacities, whether individual, associate,
19 corporate, partnership, or otherwise, of the Defendants sued herein as DOES 1 through 100,
20 inclusive, and Plaintiff therefore sues said Defendants by such fictitious names. Plaintiff will seek
21 leave of this Court to amend this complaint to state the true names and capacities of said DOE
22 Defendants if and when such names are ascertained.

23 4. Each of the DOE Defendants is an affiliated or partner education provider, principal,
24 agent, servant or employee of SCUPS that is in some manner jointly responsible for the acts, conduct
25 and damages alleged herein. Each of the said DOE Defendants participated in creating, publishing or
26 disseminating the unfair, fraudulent and deceptive promotional materials hereafter described and in
27 aiding, assisting and enabling SCUPS to violate the laws hereafter described and at the time knew
28 that the unlawful, unfair, fraudulent and deceptive methods, acts or practices hereafter alleged were

1 being committed unlawfully. All references herein to "Defendants" are references to SCUPS as well
2 as, where appropriate, the DOE Defendants.

3 5. Plaintiff is a member of a class of consumers, the membership of which is comprised
4 of consumers similarly situated and similarly affected by the alleged violations of the California
5 Education Code ("CEC"), California Code of Regulations ("CCR"), Consumers Legal Remedies Act
6 ("CLRA") and the unlawful, unfair and deceptive business acts and false advertising that are
7 hereafter alleged to have been committed by the Defendants and, said class of consumers have
8 incurred similar harm as alleged in this complaint as a result of the Defendant's violations of the law.

9 6. Plaintiff brings this action as a class action, pursuant to California *Civil Code* § 1781
10 and *Code of Civil Procedure* § 382, on behalf of herself and all other consumers similarly situated.

11 The class ("Class") is initially defined as follows:

12 All individuals who enrolled in SCUPS pursuant to a uniform enrollment agreement not
13 containing an arbitration clause, who paid tuition and then terminated (voluntarily or
14 involuntarily) from their program at SCUPS, and did not receive a pro rata refund of
15 their tuition less the application fee, and who either (a) terminated their program of study
16 having completed 60% or less of the program of study; or (b) did not request all
17 materials in writing after having received the first lesson. Individuals whose claims are
18 barred by applicable statutes of limitation are excluded as are employees of SCUPS.

19 7. It is impracticable to bring all members of the Class of consumers as individual
20 plaintiffs before the Court for the reasons that the members of the Class are believed to be numerous
21 based on the number of years SCUPS has been in business and based on the number of complaints
22 filed with the Board by other adult students against SCUPS. Further, based on SCUPS' response to
23 Plaintiffs own complaint against them before the Board, Plaintiff is informed and believes that over
24 the years many students have terminated (voluntarily or involuntarily) from their program at SCUPS
25 who did not receive any pro rata refund, or, who received a refund that was improperly calculated by
26 SCUPS.

27 8. The questions of law or fact common to the Class are substantially similar and
28 predominate over the questions affecting the individual Class members in that from at least 1999 and

1 continuing to the present time SCUPS has been operating and doing business (a) using a refund
2 policy that is in violation of CEC §94820(c) and which policy has been expressly prohibited by the
3 Bureau; (b) using a student Enrollment Agreement that omits a refund provision that complies with
4 CEC §94820(c), which makes SCUPS' business practices misleading, unfair, unethical and a
5 violation of California law; and, (c) by publishing, promoting and advertising SCUPS' courses in its
6 written student catalogue(s) and other promotional materials in a false and misleading manner
7 because such materials portray SCUPS' business practices as being in compliance with applicable
8 law, which mislead students as to how SCUPS actually calculates tuition refunds. As a result of
9 SCUPS' business practices, which included publishing and distributing false and misleading
10 promotional materials, individual Class members were denied a refund of the tuition they had been
11 induced to pay to SCUPS for class materials, programs and services they did not or were not able to
12 complete. Further, in calculating the tuition refund, SCUPS wrongfully relied upon their bulk
13 mailing of class materials, programs and related service materials to the students in violation of 5
14 CCR 71830, because SCUPS mailed all materials to the students even though the students had not
15 requested all of the materials in writing after having received the first lesson. SCUPS thereafter
16 justified retaining all or nearly all of the students' tuition, on the basis that it had mailed the
17 materials to the students, without regard to its violation of 5 CCR 71830 and the fact that the
18 students had not completed 60% of their program of study. In so acting, SCUPS' business practices
19 were directly contrary to the then applicable law, which SCUPS incorporated into its Enrollment
20 Agreements and/or promotional literature, to the resulting damage of the Class members.

21 9. The claims of the Plaintiff are typical of the claims of the Class in that Plaintiff and
22 all other members of the Class similarly affected relied on the representations of SCUPS that
23 appeared in its student catalogue, brochure and other promotional literature, wherein SCUPS
24 claimed it had been lawfully doing business for 21 years as of 1999 and the Class members were
25 induced by SCUPS into believing that SCUPS was acting lawfully with regards to their tuition
26 refund policy. Had Plaintiff and the other members of the Class known that SCUPS' student
27 catalogue(s) violated the CEC and CCR and were misleading, unlawful, unfair, fraudulent, unethical
28 and a violation of California law, Plaintiff and the other Class members would not have entered into

1 a student Enrollment Agreement with SCUPS and would not have enrolled in a program of study
2 with SCUPS and agreed to buy from SCUPS the materials and educational services they were selling
3 to the general public.

4 10. The interests of the Class will be fairly and adequately protected by this Plaintiff for
5 the reason that the success or failure by the Plaintiff is identical to that success or failure which each
6 of the members of the Class would experience if they were to individually bring their claims. There
7 is no conflict between this Plaintiff and the other Class members.

8 **JURISDICTION & VENUE**

9 11. The Central Justice Center for the Orange County Superior Court has personal
10 jurisdiction over each of the Defendants in that said Defendants were at all times herein alleged
11 doing and are still doing business in Santa Ana, Orange County, California.

12 12. The Central Justice Center for the Orange County Superior Court is the proper venue
13 to hear the claims involved in this action because each of the acts herein alleged occurred in Santa
14 Ana, Orange County, California and each of the contracts out of which Plaintiff's claims arise were
15 entered into and were to be performed in Santa Ana, Orange County, California.

16 **FIRST CAUSE OF ACTION**

17 **UNLAWFUL PRACTICE IN SALE OF CONSUMER GOODS AND SERVICES**

18 **[CONSUMERS LEGAL REMEDIES ACT, *CIVIL CODE* § 1780(a)]**

19 13. Plaintiff incorporates by reference as though set forth in full hereat paragraphs 1
20 through 12 above.

21 14. SCUPS promotes, advertises and offers higher education programs through "distance
22 learning methodologies" to adult learners "throughout the world" according to the student
23 catalogue(s) and other promotional literature used by SCUPS that were provided to Plaintiff in 1999.
24 In its student catalogue(s) and other promotional literature, SCUPS claims that it awards degrees
25 from the Bureau in accordance with the provisions of the CEC. SCUPS claims in its student
26 catalogue(s) and other promotional literature to have been engaged in such scholastic endeavors
27 since 1978. Further, SCUPS represents that its educational goals include, among other things,
28 transforming each student into a "self-teacher" who uses "Active Self-Learning with Faculty

1 Mentors" who will "support the adult's active learning role by guiding and stimulating the learning
2 process as a one-on-one mentor and guide."

3 15. In SCUPS' student catalogue(s), its "Cancellation and Refund Policy" provides that
4 the "learner is not entitled to a refund after the eight-day cancellation period." That eight-day
5 cancellation period is stated in the catalogue(s) as expiring on "midnight of the eighth business day
6 after the first course material [is] mailed" to the learner. In other promotional literature distributed by
7 SCUPS, it claims that its tuition refund policy complies with applicable laws under which SCUPS
8 does business.

9 16. Based upon the representations made in SCUPS' student catalogue(s) and other
10 promotional literature SCUPS provided to Plaintiff, Plaintiff was induced to enroll as a student in
11 SCUPS' *juris doctorate* four-year program. On or about June of 2000 Plaintiff enrolled with SCUPS
12 and agreed to purchase from SCUPS the course materials and educational services for the four-year
13 program of study in which Plaintiff had enrolled. Plaintiff's purchase of these goods and services
14 was evidenced by one full year of tuition that Plaintiff paid to SCUPS in advance in the amount of
15 \$2,800.00, which included a \$100.00 application fee.

16 17. The goods and services described above were bought by Plaintiff and other Class
17 members similarly situated primarily for their personal, family or household purposes. The
18 Enrollment Agreement and student catalogue(s) by which Plaintiff and the other Class members
19 purchased the said goods and services from SCUPS is subject to the requirements of the Consumers
20 Legal Remedies Act ("CLRA"), *Civil Code* § 1750, *et seq.*

21 18. Plaintiff's first set of courses were received by her in August 2000. According to
22 Plaintiff's Enrollment Agreement with SCUPS, she was entitled to a refund of her prepaid tuition in
23 the event of dismissal or suspension, which SCUPS said was the same as a voluntary withdrawal.
24 The Agreement further provided that the learner was not entitled to a refund of tuition -- regardless
25 of the reason -- after the eight-day cancellation period had expired, which was tied to the date her
26 first set of courses were received.

27 19. In 2002, after the eight-day cancellation period had expired, Plaintiff became afflicted
28 with a serious illness which disabled her and rendered her incapable of completing any of SCUPS'

1 courses. Thus, Plaintiff did not complete her program of study. Plaintiff notified SCUPS of her
2 illness and inability to continue with her program of study. Plaintiff requested that she be placed on a
3 "non-bar track." Then, she asked to be allowed to study at her own pace. SCUPS never approved nor
4 acted on Plaintiff's request to be allowed to study at her own pace.

5 20. On or about November 19, 2002, SCUPS issued a letter to Plaintiff informing her that
6 because she was "not making satisfactory academic progress" Plaintiff was "being administratively
7 withdrawn" from SCUPS effective December 19, 2002 (thirty days after SCUPS' letter notification).
8 A true and correct copy of SCUPS' notification letter to Plaintiff is attached, marked as Exhibit 1 and
9 incorporated in full by this reference.

10 21. Plaintiff filed a complaint against SCUPS with the Bureau on February 4, 2004.
11 Plaintiff alleged that SCUPS had unjustly terminated her from the *juris doctorate* Bar program and
12 that she had paid for a full year of tuition in advance that SCUPS had refused to refund. On April 8,
13 2004, after considering certain materials, the Complaint Analyst assigned by the Bureau to respond
14 to Plaintiff's complaint against SCUPS issued certain findings and recommendations that were
15 adverse to the Plaintiff. On May 17, 2004, the Plaintiff made a written Request for Reconsideration
16 to the Bureau's Enforcement and Compliance Unit. On October 13, 2004, the Bureau
17 administratively overturned its previous findings and issued new findings which held:

18 (a) SCUPS was required to apply the refund calculation contained in CEC
19 §94820(c), which allows a refund of tuition if 60% or less of the program of study is completed by
20 the student. The Enrollment Agreement that SCUPS required Plaintiff to sign stated that refunds
21 upon dismissal are the same as for voluntary withdrawal and are subject to the eight-day cancellation
22 period, which states that the learner was not entitled to a refund after the eight-day cancellation
23 period had run. The Bureau expressly found that SCUPS' refund policy violated the CEC in that it
24 did not allow students a refund if the students withdrew prior to completing 60% of their program of
25 study, which was the circumstance of Plaintiff and the Class members. Because SCUPS' Enrollment
26 Agreement violates the CEC, it is an unconscionable contract, which is prohibited by the CLRA and
27 the UCL.
28

1 (b) SCUPS' student catalogue(s) and other written promotional materials did not
2 disclose that CEC §94820(c)'s refund requirements allowed for a refund beyond the eight-day
3 cancellation period and SCUPS presented to prospective students an Enrollment Agreement that
4 omitted any reference to a refund being available after the eight-day cancellation period.
5 Consequently, SCUPS' student catalogue(s) and other promotional materials constituted misleading,
6 unfair and unethical business practices. The Bureau held that SCUPS was legally obligated to use the
7 refund calculation set forth in CEC §94820(c).

8 (c) SCUPS was required to clearly and specifically demonstrate how its
9 Enrollment Agreement complied with CEC §94820(c) with respect to the refund policy contained in
10 the Enrollment Agreement. The Bureau required SCUPS to change and immediately begin using a
11 revised Enrollment Agreement that complied with CEC §94820(c).

12 22. Plaintiff is informed and believes and thereon alleges that the acts, omissions,
13 misrepresentations and unfair or deceptive acts and practices by SCUPS and its violations of law that
14 SCUPS was found guilty of by the Bureau meant that the sale of SCUPS' goods and services to
15 Plaintiff and to other consumers similarly situated to Plaintiff had been effectuated in violation of
16 CLRA § 1770 (a) (4), (7) and (19) and the UCL, that prohibit the use of deceptive representations of
17 services, which in Plaintiff's case involved SCUPS' unlawful tuition refund policies that violated
18 California law.

19 23. On or about May 27, 2005, pursuant to section 1782 of the CLRA, Plaintiff sent to
20 SCUPS' principal place of business within California a written Notification of Intent to Commence
21 Consumer Legal Remedies Action ("Notification and Demand"), by certified mail, return receipt
22 requested, wherein Plaintiff demanded that SCUPS refund to Plaintiff her \$2,800.00 tuition, plus
23 interest at the rate of 10% per annum from November 19, 2002. A copy of Plaintiff's Notification
24 and Demand is attached to this complaint, marked as Exhibit 2 and is incorporated in full by this
25 reference. Plaintiff's Notification and Demand notified SCUPS of its above-mentioned violations of
26 the CLRA in the sale of its educational goods and services to Plaintiff and the Class members and
27 demanded that SCUPS remedy the violations therein described.

28 24. Within 30 days of the receipt of the Notification and Demand, SCUPS failed to

1 correct or otherwise rectify, and failed to agree to correct or otherwise rectify within a reasonable
2 time, the above-mentioned violations of the CLRA. SCUPS also refused to refund Plaintiff's tuition
3 plus the interest due her and other damages demanded in Plaintiff's Notification and Demand.
4 Neither has SCUPS refunded to the Class members the tuition that is due them, according to
5 Plaintiff's information and belief.

6 25. By reason of the above-mentioned violations of the CLRA, Plaintiff and each
7 member of the Class has suffered damages in an amount equal to the tuition they each paid to
8 SCUPS that was not refunded to them in the correct amount, or at all. In Plaintiff's instance, her
9 damages are \$2,800.00 plus interest on that liquidated sum at the rate allowed by law, which is 10%
10 per annum. Because of the potential number of Class members that Plaintiff believes exists, Plaintiff
11 is informed and believes and thereon alleges that the total damages on which SCUPS is liable
12 exceeds the Limited Jurisdictional amount of the Superior Court and, for that reason, this action is
13 filed as an Unlimited Jurisdictional action.

14 26. SCUPS continues to engage in the above-described deceptive practices and unless
15 enjoined from doing so by this Court SCUPS will continue to do so, all to the damage of any
16 consumer who is induced to purchase SCUPS' goods and services on the basis of the misleading
17 student catalogue(s) and illegal refund policies and procedures set out therein and in SCUPS'
18 Enrollment Agreement, all as hereinabove alleged. Plaintiff therefore seeks an order enjoining the
19 methods, acts and practices by SCUPS as hereinabove complained of.

20 27. The above-described violations of the CLRA by SCUPS were willful, oppressive and
21 fraudulent. Plaintiff and the members of the Class that she represents are, therefore, entitled to an
22 additional award of punitive damages as allowed by CLRA § 1780(a)(4).

23 28. Plaintiff is further entitled to recover from SCUPS a reasonable attorney's fee, in an
24 amount to be determined by the Court, pursuant to CLRA § 1780(d).

25 ///

26
27 ///

1 were not because SCUPS' refund policy was not tied to whether the students completed at least 60%
2 of their program of study but was, instead, tied to the date on which SCUPS had improperly mailed
3 to the students the entire course of materials, even though the students had not requested it in writing
4 after receiving their first course materials. SCUPS' representations and omissions were likely to
5 mislead an objectively reasonable member of the public to whom SCUPS' conduct was directed.
6 SCUPS' conduct constituted a violation of *Bus. & Prof. Code* § 17500 *et seq.* ("FAL"), which is an
7 independent violation of the UCL.

8 34. As a proximate result of the Defendants' unlawful conduct, Plaintiff and her fellow
9 Class members suffered injury in fact and lost money; and are entitled to restitution of the tuition
10 they paid to SCUPS and that SCUPS failed to refund or failed to calculate properly.

11 35. Defendants' unlawful, unfair, and fraudulent business acts or practices and false
12 advertising should be permanently enjoined so that SCUPS' refund policy will comply with the CEC
13 and CCR and for that purpose Plaintiff herein seeks injunctive relief to prevent the Defendants, and
14 each of them, from continuing their illegal business practices.

15 PRAYER

16 WHEREFORE, Plaintiff prays for relief as follows:

17 1. That this action be certified as a class action and that the Plaintiff be designated the
18 Class representative;

19 2. That judgment be entered in favor of the Plaintiff and the Class for damages and/or
20 restitution in an amount equal to the tuition they each paid SCUPS for a program of study of which
21 they did not complete 60% and for judgment in favor of the Plaintiff and the Class for damages
22 and/or restitution in an amount equal to the tuition they each paid SCUPS when SCUPS sent all
23 course materials without first receiving from the Plaintiff and the Class a written request for same;

24 3. For equitable relief consisting of, *inter alia*, an injunction preventing Defendants
25 from continuing their wrongful business practices and requiring Defendants to remediate the effects
26 of their past illegal actions;

27 4. For interest at the legal rate of 10% per annum commencing from the earliest date
28 allowed by law;

- 1 5. For exemplary damages according to proof at trial;
- 2 6. For costs of suit incurred herein, including reasonable attorneys' fees; and
- 3 7. For such other and further relief as the Court may deem just and proper.

4
5 DATED: June 10, 2009

HERSHORIN & HENRY LLP

6
7 By: 

8 JEAN C. WILCOX
9 Attorneys for Plaintiff,
10 PATRICIA LEE



SOUTHERN CALIFORNIA UNIVERSITY FOR PROFESSIONAL STUDIES
The University for Distance Learning

November 19, 2002

Patricia Lee
979 Woodland Ave.
San Leandro, CA 94577

Re: Administrative Withdrawal α


Dear Patricia,

In auditing your record, we noticed that you are not making satisfactory academic progress towards your degree per your contract. We, at the University, understand that numerous situations can arise in your life that prevent you from achieving your original educational goals of a degree.

Due to the lack of academic progress towards your degree you are being administratively withdrawn from the University 30 days from the date of this letter.

If you wish to continue your studies, you can re-apply to the University when you are ready to resume your course work by contacting the University's Admission Office.

Sincerely,


Linda L. Schulte, Ed.D.
Chief Academic Officer

CC: Records
Accounting
Academic Advisor

EXHIBIT " 1 "

WILCOX & PEIRANO LLP

LEGACY LAW & LITIGATION
20 TRUMAN, SUITE 208, IRVINE, CA 92620
Telephone: (949) 679-7400 · Facsimile: (949) 679-7810

E-mail: jlwilcox@legacy-law.com

Website: www.legacy-law.com

May 27, 2005

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7004 2510 0005 7959 1689

**NOTIFICATION OF INTENT TO COMMENCE CONSUMER
LEGAL REMEDIES ACTION (CIVIL CODE § 1782)**

Carol A. Stanton, Chief Operating Officer
Southern California University for Professional Studies
1840 East 17th Street, Suite 240
Santa Ana, CA 92705-8605

Re: Claimant(s): Patricia Lee On Behalf of Herself and Such Other
Consumers Similarly Situated
Claim: Unlawful Methods of Competition, Unfair or Deceptive Acts
Refund of Tuition After Administrative Withdrawal

Dear Ms. Stanton:

This letter is sent to the Southern California University for Professional Studies ("SCUPS") pursuant to California Civil Code section 1782. Pursuant to said statute, SCUPS has thirty (30) days from the date of this notice in which to correct and otherwise rectify the unlawful methods of competition, and unfair or deceptive acts that are hereafter described and which SCUPS is carrying out in offering educational services to the general public.

Demand is herewith made that SCUPS refund to Patricia Lee ("Claimant") the sum of \$2,800.00, plus interest at the rate of 10% per annum from November 19, 2002. Said refund represents the full year of tuition that the Claimant paid SCUPS. Said tuition is to be refunded to the Claimant pursuant to the October 13, 2004 findings of Diana Cuccia, Associate Enforcement Analyst for the Enforcement and Compliance Unit of the Bureau for Private Postsecondary and Vocational Education of the State of California Department of Consumer Affairs ("Bureau").

Demand is herewith further made that SCUPS comply with the Bureau's findings and deliver to Claimant's attorneys, Wilcox & Peirano LLP, the names and addresses of all students who were administratively withdrawn by SCUPS or who did not complete any of the courses offered by SCUPS from January 1, 2000 to the present, as determined by the Bureau. Further demand is made that

SCUPS refund the tuition paid by these administratively withdrawn students, plus 10% per annum interest from the date they were administratively withdrawn until the date SCUPS issues its refund.

Demand is herewith further made that SCUPS immediately rectify its educational services which violate California Education Code section 94820(c), which allows a tuition refund if 60% or less of the education program is completed. The Enrollment Agreement that SCUPS required the Claimant to sign upon enrolling in SCUPS' juris doctorate-bar program improperly limited the Claimant's right to cancellation to an eight-day period, which is in violation of the California Education Code that allows a student a refund if his/her withdrawal occurs prior to completion of 60% of the educational program, as is the Claimant's circumstance, as well as others similarly situated. SCUPS' business practice is deceptive in that it initially represented in its 2000 Student Catalog that it followed the California Education Code section 94820(c) refund requirements, when in reality it thereafter presented students with an Enrollment Agreement that omitted any type of refund after the eight-day cancellation period had expired. Such business practices are misleading unfair and unethical and the Claimant will seek an injunction against SCUPS unless these practices are immediately stopped and assurances given to the Claimant that they will not occur in the future.

Each of the foregoing acts or omissions on which the Claimant demands restitution, damages or other relief is prohibited by California Civil Code section 1770 ("1770") which identifies unfair methods of competition and unfair or deceptive acts or practices undertaken by SCUPS in connection with its educational services that it offers to consumers. Among other violations, SCUPS violated section 1770(a)(4) that prohibits the use of deceptive representations of services; in this instance, SCUPS misrepresented its educational services and the tuition refund policies it would follow. Section 1770(a)(7) also prohibits representing that services are of a particular standard; in this case, SCUPS' represented that its educational services are being administered in conformity with the California Education Code when, in actuality, this was not the case. Section 1770(a)(19) also prohibits the insertion of an unconscionable provision in a contract with a consumer; in this instance, SCUPS falsely represented compliance with the California Education Code's refund policies, when in actuality SCUPS did not. Further, SCUPS' practices of administratively withdrawing a student who is experiencing a medical disability, as is the Claimant's case, is discriminatory and unlawful.

If SCUPS does not comply with this Notice, then the Claimant intends to immediately proceed with a class action against SCUPS and to seek therewith all damages, penalties, punitive damages, restitution and injunctive relief permitted under the Consumer Legal Remedies Act. Further, the Claimant will seek an award of court costs and attorney's fees under California Civil Code section 1780(d) or such other law that recognizes a litigant's entitlement to attorney's fees when her action is brought for the benefit of the general public.

Sincerely,

WILCOX & PEIRANO LLP


Jean C. Wilcox

EXHIBIT " 2 " (2 OF 3)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <input type="checkbox"/> I am enclosing a bill for the purchase of this item. <input type="checkbox"/> I am enclosing a bill for the purchase of this item. <input type="checkbox"/> I am enclosing a bill for the purchase of this item. 	<p>NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES</p>
<p><i>Handwritten text, illegible due to heavy noise and low resolution.</i></p>	<p>NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES</p>
<p>NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES</p>	

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3 I am employed in the County of Orange, State of California. I am over the age of 18 years
4 and not a party to the within action. My business address is 27422 Portola Parkway, Suite 360,
5 Foothill Ranch, California 92610. My email address: mariac@hhlawgroup.com.

6 On June 10, 2009, pursuant to *California Rules of Court*, Rule 2.260(a), because the parties
7 to this action have consented to electronic service, I caused the following document(s) described as

8 **FIRST AMENDED COMPLAINT FOR:**

- 9 **1) UNLAWFUL PRACTICE IN SALE OF CONSUMER GOODS AND SERVICES**
[CONSUMERS LEGAL REMEDIES ACT, CIV. CODE §1780(a)]; AND
- 10 **2) UNLAWFUL, UNFAIR AND DECEPTIVE BUSINESS ACTS AND FALSE**
11 **ADVERTISING [BUS. & PROF. CODE §17200, ET SEQ.]**

12
13 to be served on all interested parties in this action by emails to:

14 **Edward M. Cramp at EMCramp@duanemorris.com**

15 **Michelle Hon at mhon@duanemorris.com**

16 **Clifford Cantor at cacantor@comcast.net**

17 **Anthony Lanza at tony@lanzagoalsby.com**

18
19 The email transmissions were reported as complete and without error.

20 I declare under penalty of perjury under the laws of the State of California that the above is true and
21 correct.

22 Executed on June 10, 2009, at Foothill Ranch, California.

23 
24 _____
25 Maria B. Collins