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IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT  
DU PAGE COUNTY, WHEATON, ILLINOIS

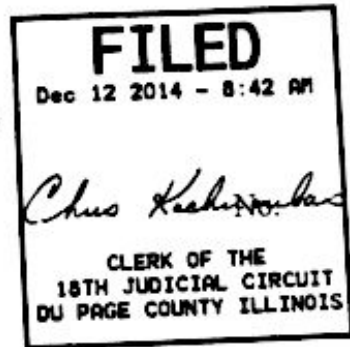
ASIF ASHRAF, MILICA DAMJANOVICH, MILICA HARVEL )  
GINA MENDEZ, ANMARIE NOVAK, GINA SIMON, )  
GEORGE SUFFI, GORDANA STOJANOVSKI AND NICOLE )  
VITEZ, )

2014CH002222 )

Plaintiffs, Status Date: 04/13/15 )  
Assigned To: 2005 )

vs. )

COMMUNITY COLLEGE DISTRICT 502, an )  
Illinois body politic and corporate, THE BOARD )  
OF TRUSTEES OF DISTRICT 502,, COLLEGE )  
OF DUPAGE, an Illinois Community )  
college, DR. ROBERT BREUDER, )  
DR. THOMAS CAMERON and DR. VICKIE GUKENBERGER, )  
Defendants. )



**VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER WITH NOTICE  
OF LIMITED DURATION, PRELIMINARY INJUNCTION AND PERMANENT  
INJUNCTION AND OTHER RELIEF  
(BASED ON BREACH OF CONTRACT/ILLINOIS CONSUMER FRAUD AND  
DECEPTIVE BUSINESS PRACTICES ACT)**

**(VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER OF LIMITED  
DURATION IS COMPRISED OF PARAGRAPHS 1-31 AS FOLLOWS)**

The Plaintiffs, ASIF ASHRAF, MILICA DAMJANOVICH, MILICA HARVEL, GINA  
MENDEZ, ANMARIE NOVAK, GINA SIMON, GEORGE SUFFI, GORDANA  
STOJANOVSKI and NICOLE VITEZ by and through their attorney DOUGLAS DRENK Esq.,  
and pursuant to 735 ILCS 5/11-101 move this Court to enter an Order granting a Temporary  
Restraining Order with notice given of limited duration, and to schedule hearing on Preliminary

Injunction and/or Permanent Injunction against Defendants, COMMUNITY COLLEGE DISTRICT 502 ("the DISTRICT"), THE BOARD OF TRUSTEES OF DISTRICT 502 (THE BOARD"), COLLEGE OF DU PAGE ("the COLLEGE"), DR. ROBERT BREUDER ("BREUDER"), DR. THOMAS CAMERON ("CAMERON") and DR. VICKIE GUKENBERGER ("GUKENBERGER"), and in support thereof state as follows:

### **BACKGROUND**

1) The plaintiffs are all certified health care students who matriculated into OR are currently students in the Defendant College's Advanced Placement ("The Program") which began in the summer of 2014. All of the Plaintiffs, except MILICIA DAMJANOVICH, are currently enrolled in the Program. MILICIA DAMJANOVICH withdrew from the Program.

2) The COLLEGE is a community college located in Glen Ellyn, Illinois, which without notice to Plaintiff, knew its underlying Nursing Program was placed on probation by the Illinois Department of Financial and Professional Regulation in 2013 and its 1901 course was NOT accredited when Plaintiffs matriculated.

3) The DISTRICT is one of community college districts created by Illinois Community College Act, 110 ILCS 850, et seq., ("the Act") which divides the state of Illinois into 39 public community college districts, each having its own Board of Trustees. The Act states in pertinent part, "[t]he board of each community college district is a body politic and corporate by the name of 'Board of Trustees of Community College District...' and by that name may sue and be sued in all courts and places where judicial proceedings are had..."

4) The BOARD is the locally elected Board of Trustees for the District which includes the COLLEGE, which, *inter alia*, approves new courses offered at the COLLEGE.

5) BREUDER is the President of the COLLEGE.

6) CAMERON is the dean of the Health and Sciences Division of the COLLEGE.

7) GUKENBERGER is the associate dean of the Health and Sciences Division of the COLLEGE.

8) The COLLEGE was highly selective regarding the Plaintiffs accepted into the Program. Positions in the program were limited; and, requirements for admission to the Program included taking the Elsevier/Evolve Admission Exam ("the Admission Exam"). Individuals were admitted based on a ranking score which was a combination of the Admission Exam, and grades received on nursing courses and core requirements. Ultimately, twenty-six (26) students were selected to participate in the Program in the class which began in the summer of 2014.

a. The public is significantly affected by the quality of nurses graduating from this two-year program.

9) All of the plaintiffs, except one, is a Licensed Practical Nurses ("LPN") who had previously studied nursing and had taken and passed the National Council Licensure Examination ("NCLEX") boards for LPNs. All of the LPNs have been employed in their profession and, accordingly, have significant nursing experience. ASIF ASHRAF is, however, employed at a dialysis center.

10) The purpose of the Program was to provide to the LPNs the coursework necessary to earn an Associate Nursing Degree from the College by supplementing their previous education with additional coursework and clinical experience; and to prepare them to take the licensing boards. As stated on the COLLEGE website:

*The ADN Nursing program, described in another program guide, is designed for students who plan to practice as a registered nurse (RN) immediately after graduation....*

*To practice as an RN, individuals must graduate from an accredited two-year associate degree program (ADN) or four-year baccalaureate program (BSN) and pass the national licensing examination. An RN must have a baccalaureate degree for employment as a public health nurse or school nurse, and for most supervisory/managerial positions at the unit manager level and above.*

11) The Associate Degree Nursing Program Advanced Placement Packet (See, Advanced Placement Packet, attached hereto as Exhibit 1, pg. 2, paragraph 1) for the Program stated:

**LPN TRANSITION STUDENTS:** *After successful completion of a regional higher learning commission accredited Practical Nursing Program and successfully completing the NCLEX – PN exam a candidate may request advanced placement into the ADN program.*

12) NICOLE VITEZ who is not an LPN was enrolled in the Program because she had previously been enrolled in the Associate Degree Program but had not finished that program. She enrolled in the Program to complete the requirements to receive an Associate Nurse Degree so as to be prepared to take and pass the nursing boards to be licensed as an ADN.

13) The Associate Nursing Degree Handbook, published and disseminated to the public, designated for the students in the Program states the following:

*The purposes of the ADN program are based on the National Organization for Associate Degree Nursing's Position Statement of Associate Degree Nursing (2006), which supports the philosophy of the C.O.D. Associate Degree in Associate degree nursing program. These purposes include:*

- 1. Provide a dynamic pathway for entry into professional registered nurse (RN) practice.*

14) The Associate Nursing Degree (ADN) handbook (See, ADN Handbook, attached hereto as Exhibit 2, pg. 9) further states:

*ADN Program Outcomes*

1. *Performance on State Licensure Exam*
  - *The ADN program will achieve NCLEX RN (licensing exam) pass rates at the national average or above.*
2. *Program Completion*
  - *The ADN program will have at least 78% of current students graduate from the program within three years from admission to the program major.*
3. *Program Satisfaction*
  - *Alumni Survey 78% of alumni will express program satisfaction.*
  - *Current Student 78% of students will express program satisfaction (administered to students in their 1<sup>st</sup> and 3<sup>rd</sup> semester of the program)*
    - *Graduating Students 78% of students will express program satisfaction (administered to students in the last week of the final semester of the nursing program)*
    - *Employer 78% of employers agrees that COD graduates are prepared to successfully function in the workplace.*
4. *Program Exit Exam (Reach/HESI)*
  - *78% of students will score an 850 or above on the second attempt on HESI exit exam.*

15) Prior to the Program, Advance Nursing, offered in Previous years, was structured as follows: a summer session consisting of four (4) credit hours over an eight (8) week period for the teaching of a Transition course and two (2), sixteen (16) week semesters.

16) The Program, however, was structured with an eight (8) week summer session consisting of three (3) classes as follows: (1) Transition, four (4) credit hours; (2) Patho/Physiology, three (3) credit hours; (3) Nursing Trends and Issues, two (2) hours. Then beginning in August, 2014, the Nursing 1901 Course was one fifteen (15) hour class, which was a combination of what was previously offered over two (2) semesters as Med/Surg III and IV.

17) The lecture portion of 1901 covers multiple chapters per week on such topics as cardiology and respiration, among other challenging topics.

18) The lecture portion of 1901's syllabus provides for eight (8) quizzes and eight (8) exams. This leaves a little over one (1) day per week for actual lecture, resulting in virtually no discussion by the professor of the subject matter. Further ineffective handouts, outlines or study guides are provided.

19) The simulation lab and clinical portions of the course also generate readings, research, tests and papers resulting in little study time on non-lecture days.

**COUNT 1**  
**BREACH OF CONTRACT**

20) Plaintiffs incorporate paragraphs 1-19, as though fully set forth in this count and further allege:

21) Plaintiffs were advised they were subject to the 2012-2013 College of DuPage Associate Degree in Nursing Handbook ("ADN Handbook") (see, Advanced Placement Orientation Handout, Attached hereto as Exhibit 3).

22) The ADN Handbook states, *inter alia*, "[t]he ADN programs will have at least 78% of current students graduate from the program within three years from admission to the program major." (See, Exhibit 2, pg. 9).

23) Defendant COLLEGE has a contractual relationship with its students; the relevant terms of said contract are set forth within the College's handbooks, Orientation packets, syllabi, and materials specifically generated by the COLLEGE regarding the Program.

24) Ninety-six percent (96%) of the class, including these Defendants, failed the first lecture portion exam, contrary to the seventy-eight percent (78%) passage rate requirement for



passage of the class stated within the 1901 Syllabus. (See, 1901 Syllabus, attached hereto as Exhibit 4, pg.5, third full paragraph).

25) All of the Plaintiffs are either failing or have a high probability of failing 1901, which will result in failing both the course and the Program, thus not graduating from the Program, not able to sit for RN Boards, and have no option to be re-admitted due to COLLEGE ending the Program because they are under an old curriculum. This runs the risk of there being no other programs for Plaintiffs' to be matriculated into.

26) In September 2012, the plaintiffs joined with the majority of their classmates in bringing their grievances to the attention of the COLLEGE addressing concerns to GUKENBERGER, their Advisor Theresa Bucy, and CAMERON.

27) The students, including Plaintiffs, provided a written statement to CAMERON (See, Attached letter dated November 7, 2014, from Milica Harvel to Dean Cameron, attached hereto as Exhibit 5) attempting to resolve their concerns with the COLLEGE. Ms. Harvel explained the Programs, *inter alia*, as "...the program was already difficult, and that reducing the timeframe would make it next to impossible. The faculty was in possession of this information prior to implementation of this program, and should have had serious concerns as to its probability of success. If the professors and instructors were aware of the substantial degree of difficulty, what in the world possessed the college to create a program that is even more difficult? Isn't this a program which normally takes a summer and two semesters to complete? Was it realistic to think that even the very best students could successfully complete this program in one summer and one semester?..." (Exhibit 5, pg. 1&2).

28) Defendants COLLEGE, GUKENBERGER and CAMERON have the expertise to realize that the Program would fail based on its failure in the past (2013), as well as the

unreasonableness of the requirements students are expected to complete. Defendants actions were arbitrary, capricious, and in bad faith.

29) COLLEGE, GUKENBERGER and CAMERON knew they had a problem because they received a warning letter placing them on probation for their ADN Program having a pass rate below 75% for the 2013 school year.

30) Based on the failure of the Program in the past, as well as the current students' performance after the first test and every subsequent exam, the COLLEGE, GUKENBERGER, and CAMERON knew the Program was doomed to fail, thus acted in bad faith (See, the 2012-2013 Handbook, pg. 17, paragraphs 3 and 4, herein attached as Exhibit 3).

31) GUKENBERGER admitted to the Plaintiffs "... to be honest with you, we made a mistake offering you this class...we shouldn't have done it, we shouldn't have done it at all. . ." (GUKENBERGER came to speak with the students, including Plaintiffs, after class on October 6, 2014, and made the above statement which was lawfully recorded in that students were allowed to record lectures in 1901 and recording devices were in clear sight, both on the professors desk and on desks of the Plaintiff and other students in the class).

32) The plaintiffs have complied with all provisions of their agreement with the COLLEGE. Any provision not complied with was as a direct result of conduct by the COLLEGE.

33) The COLLEGE has breached its contractual agreement with the plaintiffs as follows:

A. The COLLEGE acted in bad faith by offering a Program to students which it knew would be a failure;



B. The COLLEGE will not have at least 78% of its current students in the Program pass the Program, making it impossible for them to graduate and earn their degree.

C. COLLEGE's form made it impossible for Plaintiffs' to sit for the RN Boards after completion of the program.

D. COLLEGE has made it impossible to become RN's.

34) Plaintiffs have no adequate remedy at law and will suffer immediate and irreparable harm if the COLLEGE is allowed to take any further actions in violation of the agreement with plaintiffs, including but not limited to:

35) Defendant COLLEGE has declared, Plaintiffs either have to withdraw from the class by Friday, December 12, 2014, by 4:30 p.m., in order to receive a "W" for the class so as not to affect their grade point average, or will ultimately fail the test to be given December 17, 2014, and as such fail the class.

B. Plaintiffs will not be able to successfully complete the Program as structured by Defendant COLLEGE.

**THEREFORE**, Asif Ashraf, Milica Damjanovich, Milica Harvel, Gina Mendez, AnMarie Novak, Gina Simon, George Suffi, Gordana Stojanovski, and Nicole Vitez request this Court enter a Judgment in their favor and against Defendants, as follows:

A. Order Defendants to comply in all respects, with the Agreement between the parties;

B. Grant a Temporary Restraining Order of limited duration, and set a hearing date for preliminary and permanent injunctive relief barring, restraining and enjoining Defendants

from requiring Plaintiffs to withdraw from the Program or fail by December 12, 2014, by 4:30 p.m., and further prohibiting Defendant College from giving the December 17, 2014, test;

C. Awarding Plaintiffs all costs, expenses, attorneys' fees and disbursements incurred in this litigation; and

E. Granting plaintiffs such other and further relief as this Court deems just and proper.

**COUNT II**  
**ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT**

36) Plaintiffs incorporate paragraphs 1-28, as though fully set forth in this count and further allege:

37) Plaintiffs are and were at all pertinent times Consumers under the Illinois Consumer Fraud and Deceptive Business Practices Act ("CFA"), 815 ILCS 505/1 et. seq.

38) At all times pertinent, the CFA was in effect.

39) The College failed to disclose to Plaintiffs the Program was not approved for accreditation until right before classes began for the Fall Session and that they had a pass rate of less than 75% in the ADN program for 2013.

40) By the time Plaintiffs learned the Program was unaccredited, the tuition had already been paid (which was twice the rate of other ADN students), some Plaintiffs already quit their jobs, Plaintiffs moved from out of State, and some Plaintiffs had to borrow money.

41) Plaintiffs were told this was a "once in a lifetime opportunity for you." (See, Email from GUKENBERGER, attached hereto as Exhibit 6).

42) Plaintiffs knew the Program would be challenging, however, had no way to know the Program was structured to fail.

43) Had Plaintiffs known of the past failure of the Program, as well as the issues with accreditation, Plaintiffs would not have willingly quit their jobs, paid tuition for the unaccredited program, or endured the months of futile concerns over the stability/longevity of the Program.

44) The COLLEGE lured the Plaintiffs into the program, claiming the COLLEGE would provide a “pathway” to becoming RNs. Instead, they provided an experimental program they had reason to know would fail to medical professionals badly needed in the marketplace to serve a rapidly aging population, raising their actions to the level of clear consumer protection concerns.

45) The Defendants’ actions, as set out above, constitute unfair acts and practices within the meaning of the CFA in that:

a. Defendants concealed a material fact by misrepresenting the Program by failing to advise the students, including Plaintiffs, 1901 was unaccredited;

b. Defendants knew the Program was deficient based on their low passage rates as reflected by the findings of the Illinois Department of Financial and Professional Regulation’s Warning Letter sent to COLLEGE.

46) CFA allows this Court to enjoin the behavior complained of herein.

**THEREFORE**, Asif Ashraf, Milica Damjanovich, Milica Harvel, Gina Mendez, AnMarie Novak, Gina Simon, George Suffi, Gordana Stojanovski, and Nicole Vitez request this Court enter a Judgment in their favor and against Defendants, as follows:

A. Order Defendants to comply in all respects, with the Agreement between the parties;

B. Grant a Temporary Restraining Order of limited duration, and schedule a hearing on preliminary and permanent injunctive relief barring, restraining and enjoining Defendants

from requiring Plaintiffs to drop the Program or fail by December 12, 2014, by 4:30 p.m. or take the December 17, 2014 test;

C. Awarding Plaintiffs all costs, expenses, attorneys' fees and disbursements incurred in this litigation; and

E. Granting plaintiffs such other and further relief as this Court deems just and proper.

Respectfully submitted,

By: \_\_\_\_\_

**VERIFICATION BY CERTIFICATION**

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (Ill.Rev.Stat. Chapter 110, Sec. 1-109), the undersigned certifies that the statements set forth in this instrument are true and correct, except as to such matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that I verily believe the same to be true.

\_\_\_\_\_