

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED 2-15
2017 FEB 25 PM 3:47

GENOVEVA HRISTOVA, and all others similarly situated,)
AMANDA GOMEZ, and all others similarly situated,)
ANA BREDEMEIER, MICAELA GUTIERREZ,)
MARILYN LEE,)
LAURA MARTINEZ, YAJAHIRA NAVAR)

Plaintiffs,)

v.)

VERVE GLOBAL, INC., an Illinois For-Profit)
Corporation, d/b/a PCCTI, a/k/a PCCTI IT AND)
HEALTHCARE a/k/a PC COMPUTER TRAINING)
INSTITUTE,)

Defendants.)

10 CH 08385

No. 10 CH _____

JURY TRIAL DEMANDED

PLAINTIFFS' COMPLAINT FOR CLASS ACTION

NOW COME Plaintiffs, GENOVEVA HRISTOVA and all others similarly situated, AMANDA GOMEZ and all others similarly situated, ANA BREDEMEIER, MICAELA GUTIERREZ, MARILYN LEE, LAURA MARTINEZ, and YAJAHIRA NAVAR, by and through their attorneys, Jeffrey J. Antonelli of the LAW OFFICE OF JEFFREY J. ANTONELLI, LTD. and Edward X. Clinton and Edward X. Clinton, Jr. of the LAW OFFICES OF EDWARD X. CLINTON, P.C., and complain against Defendants VERVE GLOBAL, INC., an Illinois For-Profit Corporation, d/b/a PCCTI, a/k/a PCCTI IT AND HEALTHCARE a/k/a PC COMPUTER TRAINING INSTITUTE, as follows:

I. INTRODUCTION

1. From 2002 to the present, VERVE GLOBAL, INC., an Illinois For-Profit Corporation, d/b/a PCCTI, a/k/a PCCTI IT AND HEALTHCARE a/k/a PC COMPUTER TRAINING INSTITUTE, [hereinafter "PCCTI"] purported to operate a technical institution preparing students for careers in Practical Nursing ("LPN"), and other Diagnostic Medical

Technology courses.

2. PCCTI operated at two locations, one at 216 West Jackson Boulevard, Suite 900, Chicago, IL, 60606 and the other at 2021 Midwest Road, Suite 300, Oak Brook, IL, 60523.

3. PCCTI represented to students that its one-year LPN program was a competent, comprehensive course taught by qualified, experienced instructors leading students to graduate as competent, licensed practical nurses (hereinafter referred to as “LPNs”).

4. In reality, PCCTI’s LPN program contained egregious deficiencies in content as well as administration. The theoretical and clinical instruction as to all Class Plaintiffs completely failed to include required nursing areas including Pharmacology, Pediatrics, Cardiology, Psychology, Maternity, and Nutrition, violating 68 IL. Admin Code. Section 1300.40 (regulating the content of Illinois LPN programs) and 68 IL. Admin Code. Section 1300.44 (specifically requiring instruction in Pharmacology in Illinois LPN programs).

5. Students were taught incorrect nursing procedures, and taught factually incorrect theory. Moreover, students’ examinations failed to give credit to answers provided by PCCTI instructors, and failed to grade students’ examinations utilizing a valid and consistent methodology resulting in grades issued by the school without competent basis.

6. A large number of students of the LPN program have been issued failing grades by PCCTI without competent basis, leading these students to be unfairly prevented from taking the Illinois license test for becoming an LPN. PCCTI also changed the passing score during the course from a “C” to a “B.”

7. Even students who “passed” the LPN course have been unable to procure jobs, because employer pre-employment examinations reveal that the PCCTI LPN curriculum is deeply flawed and deficient of required nursing knowledge.

8. In sum, PCCTI’s LPN course was incompetent and wasted Plaintiffs’ time and

money.

II. THE PARTIES

A. THE PLAINTIFFS

6. Plaintiffs are students who paid for and attended PCCTI's courses at both the Chicago and Oak Brook locations and who graduated or expected to graduate from PCCTI's Licensed practical Nurse (LPN) program in 2009 [hereinafter "The Students"]. Plaintiffs include GENOVEVA HRISTOVA, as Proposed Class Representative, AMANDA GOMEZ, as Proposed Class Representative, ANA BREDEMEIER, MICAELA GUTIERREZ, MARILYN LEE, LAURA MARTINEZ, and YAJAHIRA NAVAR.

7. Each of The Students signed an "Enrollment Agreement" with PCCTI. (Exhibit A).

8. At all relevant times, the Enrollment Agreement signed by each of The Students was an "Enrollment Agreement" under the Vocational Schools Act. 105 ILCS 425/1 (2009) (An "Enrollment Agreement" is any agreement or instrument, however named, which creates or evidences an obligation binding a student to purchase a course of instruction from a school").

9. The Students entered into enrollment agreements with PCCTI within the State of Illinois and were residents of Illinois.

10. At all relevant times, The Students were "Illinois Students" under the Vocational Schools Act. 105 ILCS 425/1 (2009).

11. At all relevant times, The Students were "consumers" under The Consumer Fraud and Deceptive Business Practices Act [hereinafter "Consumer Fraud Act"]. 815 ICLS 505/1 (e) (2009).

B. THE DEFENDANTS

12. PCCTI is an Illinois corporation purporting to operate technical schools at 216

