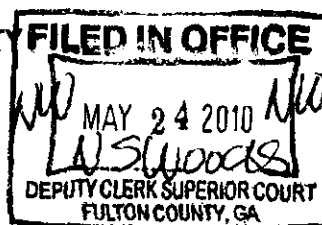


IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



DEBRA BURGESS, TRAN GOUGELMANN,
CHERYL CASIMIR, MELISSA GOLSON,
BEZUNESH KASSA, ROMANA MUDIMI,
NISHALA RANKINS, TRINA TRINH, KATHERINE
SULLIVAN, TAYYEBEH ABOLGHASEMI
and GEORGIA TIPPINS on behalf of
themselves and all similarity situated
persons.

Plaintiffs,

v.

INSTITUTE OF ALLIED MEDICAL
PROFESSIONS

Defendant.

JURY TRIAL DEMANDED

CAFN: 2010CV186071

COMPLAINT

COME NOW, PLAINTIFFS, on behalf of themselves and all other similarly situated persons by and through their designated attorneys, for their Class Action Complaint against the DEFENDANT named herein and show the Court the following, to wit:

JURISDICTION AND VENUE

1.

Defendant is a corporation organized and existing under the laws of the State of Georgia. Defendant conducts business at 5673 Peachtree Dunwoody Road, Suite 450, Atlanta, Georgia 30342-1797.

2.

This Court has jurisdiction over Defendant Institute of Allied Medical Professions, which operates a business at 5673 Peachtree Dunwoody Road, Suite 450, Atlanta, Georgia 30342-1797 and venue is proper. Service may be made upon this defendant at through its agent National Registered Agents, Inc., 3675 Crestwood Parkway, Suite 350, Duluth, GA 30095.

FACTS

Breach of Contract

3.

Plaintiffs incorporate all allegations of fact in all preceding paragraphs as if fully set forth fully herein. This is a class action brought for (i) Breach of Contract; (ii) Fraud; (iii) Negligence; (iv) Bad Faith Business Practice; (v) Punitive Damages in order to remedy Defendant's wrongful conduct which proximately caused Plaintiff to lose many thousands of dollars and their ability to work as sonographers.

4.

In 2003, the Defendant, The Institute of Allied Medical Professions (IAMP) began conducting business at the St. Joseph's Hospital of Atlanta located at 5673 Peachtree Dunwoody Road, Suite 450, Atlanta, Georgia 30342-1797.

5.

IAMP offers a certificate course in Diagnostic Medical Sonography.

6.

Since its inception in 2003, IAMP has accepted approximately 100 students in its Diagnostic Medical Sonography program.

7.

The named Plaintiffs and the Class Members were students in the Diagnostic Medical Sonography program at the Institute of Allied Medical Professions.

8.

Each Plaintiff and each Class Member contracted with Defendant to receive 851 hours of classroom time plus 1,000 hours of clinical internship. Defendant promised that each course of study would be 18 months long. Defendant promised that the Diagnostic Medical Sonography Program would be accredited by the time each Plaintiff graduated from the Program, and that each Plaintiff and each Class Member would receive a certificate from an accredited program.

9.

During their sonography course of study, Defendant repeatedly confirmed their promise to Plaintiffs that the course would become accredited before they graduated. Defendants presented materials to the named Plaintiffs and Class Members to convince them that the

accreditation process was under way and that the program would become accredited before the Plaintiffs graduated. Defendant made these statements for the purpose of encouraging Plaintiffs to join the program and inducing Plaintiffs to remain in the program knowing the likelihood of the high possibility that the program may not become accredited.

10.

Defendant's failed to present the Diagnostic Medical Sonography Course of Study in 851 hours. Defendant failed to provide 1000 hours of clinical internship to Plaintiffs. Defendant failed to achieve the accreditation of the Diagnostic Medical Sonography program before the named Plaintiffs and the Class Members graduated from IAMP.

11.

Defendant was aware that Plaintiffs' graduation from a nonaccredited program would make Plaintiffs ineligible for employment by most employers. Defendant was aware that Plaintiffs and the Class Members would not be able to sit for the State certification examination unless they possessed a four (4) year college degree or that they worked for a minimum of one (1) year as a sonographer before seeking certification from the State of Georgia. Most of the named Plaintiffs and Class Members do not have four (4) year college degrees.

12.

Each Plaintiff and Class Member paid Defendant \$25,000.00 for their course of study in Diagnostic Medical Sonography.

13.

Plaintiffs and the Class Members relied upon the agreement and the promises made by Defendant, and Defendant was aware of Plaintiffs' reliance upon same.

14.

Defendant's failure to act according to the written and the verbal agreements is a breach of contract for which damages are owed to the named Plaintiffs and to the Class Members.

15.

Unjust Enrichment

Plaintiffs and the Class Members incorporate all allegations of fact in all preceding paragraphs as if fully set forth fully herein.

16.

A monetary benefit was conferred upon Defendant by the named Plaintiffs and the Class Members by the payment of \$25,000 in order to enroll in Defendant's Diagnostic Medical Sonography Program. Defendant appreciated from such a monetary benefit. Defendant's acceptance and retention of such benefit under such circumstances

makes it inequitable for Defendant to retain the benefit without payment of the value thereof.

18.

As a result of the unlawful acts and practices described above, Defendant was unjustly enriched by collecting tuition and fees from the named Plaintiffs and the Class Members and failing to meet its end of the bargain.

19.

Bad Faith Business Practices

Plaintiffs and the Class Members incorporate all allegations of fact in all preceding paragraphs as if fully set forth fully herein.

20.

Defendant engaged in bad faith business practices when it knowingly misrepresented to the named Plaintiffs and the Class Members that it would complete the Diagnostic Medical Sonography Course of Study program in 851 hours, when most times the program began 6 to 12 months late and completed after more than 851 hours. Some Plaintiffs who financed the program through loans were required to pay on said loans for many months before the course began.

21.

On a regular basis, Defendant failed to provide the 1000 clinical technical hours as agreed, thus making the named Plaintiffs and Class Members ineligible for employment.

22.

Furthermore, Defendant promised the accreditation of the program before the named Plaintiffs' and Class Members' graduation, knowing that it had failed in the past to qualify and understood the high likelihood of a repeated failure. Defendant for approximately six (6) years continued to make these misrepresentations to mislead its students year after year.

23.

When Defendant realized that graduation was approaching, it went one step further in its misrepresentation to its students, the named Plaintiffs and Class Members by promising them that if they graduated before IAMP received its accreditation the accreditation would retroactively apply to them.

24.

Negligence

Plaintiffs incorporate all allegations of fact in all preceding paragraphs as if fully set forth fully herein.

25.

Upon information and belief, the State of Georgia advised Defendant of the requirements of securing accreditation for its Diagnostic Medical Sonography Course of Study. Upon information and belief, Defendant negligently, knowingly or recklessly failed to comply with the State of Georgia requirements in securing the necessities to become eligible for an accredited Diagnostic Medical Sonography Program.

26.

Defendant owed to the named Plaintiffs and the Class Members a duty of ordinary care that it would comply with the State of Georgia's requirement to secure the accreditation for the program that it promised the named Plaintiffs and the Class Members. Defendant failure to secure the State's accreditation for Diagnostic Medical Sonography program is a breach of this duty owed to the Plaintiffs and the Class Members. Such a failure is actionable as negligence.

27.

Defendant breach of duty of care to the named Plaintiffs and the Class Members has proximately caused them to incur damages. Defendant is liable for damages that it caused the named Plaintiff and the Class Members.

28.

Punitive Damages

Plaintiffs incorporate all allegations of fact in all preceding paragraphs as if fully set forth fully herein.

29.

Defendant acted intentionally and/or recklessly with respect to its wrongful conduct because it was aware that it had attempted securing accreditation for its Diagnostic Medical Sonography Course of Study, and that it had failed on several occasions, but yet Defendant continued to misrepresent to the Named Plaintiffs and the Class Members that it would secure accreditation for said course of study. Defendant made these false promises to the named Plaintiffs and Class Members from 2003 and continued to do the same until 2009. As a result, Defendant's actions and omissions constitute a gross deviation from the standard of care that an ordinary person would exercise under the circumstances.

30.

The nature and reprehensibility of Defendant's wrongdoing is substantial because Defendant has intentionally or recklessly abused its relationship with Plaintiffs and the other Class Members, by charging them for services they did not receive.

31.

Defendant was aware of the harm that could and would be caused to the named Plaintiffs and the Class Members with respect to its wrongful conduct. Defendant's misconduct spanned years. In order to recover their losses, the named Plaintiffs and Class Members will incur substantial costs and time.

32.

Defendant profited significantly from its wrongful conduct, which a significant punitive award should deter future similar misconduct.

33.

Because of Defendant's wrongful conduct, punitive damages are warranted in order to punish Defendant and to deter them from future misconduct.

WHEREFORE, Plaintiffs pray that Defendant be duly cited to appear and answer herein, that upon final trial of this case Plaintiffs be granted:

- I. Issue service of process and serve Defendant;
- II. Empanel a jury to try this matter;
- III. Issue an Order certifying that this action may be maintained as a Class Action appointing Plaintiffs and their counsel to represent the Class, and direction that reasonable notice of this action be given by Defendant to the Class Members;

- IV. Grant any reasonable request to Amend Plaintiff's Class Action Complaint to conform to discovery and evidence obtained in this class action;
- V. Award each named Plaintiff and Class Member compensatory damages;
- VI. Award punitive damages against Defendant;
- VII. Award pre and post judgment interest pursuant to O.C.G.A. section 51-12-14.
- VIII. Award cost and expenses incurred in this action.
- IX. Award pre and post judgment interest as provided by law in amount according to proof of trial; and
- X. Grant the named Plaintiffs and Class Members such further relief as the Court may deem just and proper.

Respectfully submitted,



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Members

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