

April 11, 2007

[REDACTED]  
Campus President  
Remington College  
Fort Worth Campus  
300 E. Loop 820  
Fort Worth, Texas 76112

*Delivered via U.S. Certified Mail, Return Receipt  
Requested #: 7005 2570 0001 8180 3119  
and U.S. First Class Mail*

[REDACTED]  
President  
Remington College  
2410 East Busch Blvd.  
Tampa, Florida 33612

*Delivered via U.S. Certified Mail, Return Receipt  
Requested #: 7005 2570 0001 8180 3089  
and U.S. First Class Mail*

**Re: Notice of Complaint and Claim of [REDACTED] against Remington College under the Texas Deceptive Trade Practices Act (DTPA)**

Dear [REDACTED]

Be advised that the undersigned attorney, [REDACTED] P.C. has been retained to represent [REDACTED] in an action against Remington College as set out herein.

**FACTS**

In 2005, [REDACTED] was considering becoming a certified pharmacy technician, and obtaining a pharmacy technician's license with the State of Texas. Accordingly, in August of that year, [REDACTED] attended an informational meeting at Remington College ("Remington") concerning a pharmacy technician course of study. At that meeting, and in subsequent meetings with Remington personnel, Remington represented to [REDACTED] that it offered a pharmacy technician program that would provide her with the knowledge and skills necessary to prepare her for a career as a pharmacy technician. Remington also represented to [REDACTED] that upon completion of the pharmacy technician program, she would "become eligible" to take the national Pharmacy Technician Certification Exam ("PTCB") and would become certified in CPR by a national organization.

Additionally, Remington represented to [REDACTED] that its faculty had the knowledge, skills, credentials and training necessary to teach pharmacy technician courses. Remington further told [REDACTED] that upon completion of her courses, Remington would provide her with additional training in an externship program with a retail or hospital pharmacy. Remington also represented that upon completion of the courses of study, it would assist [REDACTED] in finding employment with a pharmacy or hospital.

Based on these and other representations made to [REDACTED] by Remington, [REDACTED] enrolled in Remington's pharmacy technician program. [REDACTED] obtained grants for financial assistance and obtained personal loans of at least \$6,625.00 at 7.14% interest rate to finance the remaining balance of the tuition. [REDACTED] began her courses on or about August 22, 2005.

As her course of study progressed, [REDACTED] realized that Remington had made numerous misrepresentations and omissions to her regarding its pharmacy technician program, and failed to perform its obligations to [REDACTED] to provide her with competent instruction. Such misrepresentations, omissions and failures to perform include, but are not limited to, the following:

1. Falsely representing that a pharmacy technician program of the type offered by Remington was a prerequisite for becoming a certified pharmacy technician.
2. Representing that Remington's faculty possessed the knowledge, skill, training and credentials to teach the courses in the pharmacy technician program, when this was in many instances not the case.
3. Providing incompetent faculty unfamiliar with the course materials and unable to answer even basic questions about the material. In many instances, faculty members did not know the answers to exam questions, and gave passing grades without even checking to see if exam questions were answered correctly.
4. Representing that a certain number of lecture hours and laboratory hours would be provided for courses, and for many courses, failing to provide the represented amount of lecture and laboratory hours. In some classes, no lecture or laboratory hours were provided at all. Rather, instructors merely sat at a desk during class and expected the students to study the book on their own.
5. Representing that the pharmacy technician program would adequately prepare students to take the PTCB, when it in fact did not.
6. Representing that the pharmacy technician program would include a meaningful externship with a hospital or pharmacy when this was not the

case. As her "externship", a faculty member found [REDACTED] a job at a pharmacy where she did nothing but shuffle papers and drop medications in a bin.

7. Representing that Remington would provide career assistance and help in finding a job when it did not.
8. Representing that a competent CPR instructor would be provided, when the instructor in fact provided completely inadequate training, failed to give a required written exam and falsified records so that students would receive a CPR card.

Be aware that this is not an exhaustive list of misrepresentations, omissions and failures to perform by Remington, and this list may be supplemented at a later date.

#### GROUNDS FOR DTPA ACTION

Under Texas law, Remington is liable to [REDACTED] for making misrepresentations and omissions regarding the pharmacy technician program, and for breaching its obligations to [REDACTED] regarding that program. Remington's conduct constitutes a breach of contract, and a violation of express and implied warranties given as part of the transaction between [REDACTED] and Remington. Further, such conduct is violative, among other things, of Sections 17.46 (b)(5), (7), (9), (12) and (24), and Section 17.50 of the Texas Business & Commerce Code, Texas Deceptive Trade Practices – Consumer Protection Act (DTPA). In addition, Remington committed such conduct knowingly and intentionally.

#### DAMAGES

Demand is hereby made that within sixty (60) days of the date of receipt of this letter, Remington pay the following damages incurred by [REDACTED] as a result of Remington's conduct as described above:

- i.) \$6,625.00 at 7.14% interest beginning on or about August 22, 2005 in economic damages;
- ii.) \$5,000.00 in mental anguish damages; and
- iii.) \$2,500.00 for expenses, including attorney's fees.

This demand is made in the spirit of compromise, and is intended as a good faith effort by [REDACTED] to resolve this potential litigation quickly and on reasonable terms. However, if payment is not received as requested above, [REDACTED] has authorized this firm to file suit against you for all appropriate remedies under the DTPA. In such a suit, [REDACTED] would expect to recover economic damages, mental

anguish damages, prejudgment interest, court costs, attorney's fees and additional damages.

Furthermore, be advised that under the DTPA an award of court costs and reasonable and necessary attorney's fees is mandatory should our client prevail. Damages also for mental anguish and up to three times the amount of economic damages may be awarded at trial if the aforementioned conduct is found to have been committed "knowingly"; once more, if the aforementioned conduct is found to have been committed "intentionally", our client may recover up to three times the amount of damages for both mental anguish and economic damages.

██████████ reserves the right to pursue any other available remedies, including filing complaints with appropriate state and federal governmental agencies.

Please respond immediately and in writing to this demand letter, and forward it to your insurance carrier for review. If you have any questions or need additional information, please feel free to contact me or have your attorney do so. Do not contact ██████████ either orally or in writing.

**YOUR IMMEDIATE ATTENTION IS EXPECTED.**

Sincerely,

Redacted by HELP Committee

██████████  
Attorney for ██████████

WBC/wbc

Cc: Client's File

██████████ via U.S. Regular Mail

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between Remington College – Tampa Campus, Inc. d/b/a Remington College – Fort Worth Campus (the "Company") and [REDACTED] ("Student"), (collectively, the "Parties").

### Recitals

WHEREAS, Student enrolled in and graduated from the Company's Pharmacy Technician Program;

WHEREAS, a dispute has arisen between Student and the Company regarding the educational services provided to Student during her enrollment in the Company's Pharmacy Technician Program;

WHEREAS, the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. Subject to Student's compliance with the terms and conditions of this Agreement, the Company agrees to:

- (a) Issue a check payable to Student in the amount of [REDACTED] relative to her enrollment in the Company's Pharmacy Technician Program and her pharmacy technician certification examination; and
- (b) Issue a check payable to Student's attorney, [REDACTED], in the amount of [REDACTED] for attorney's fees and costs.

Student and Student's attorney understand and agree that they will be solely responsible, and indemnify and hold the Company harmless, for and from any and all tax obligations/liabilities associated with the consideration set forth above in this Paragraph 1.

2. Release of Claims. In consideration for the agreement of the Company to provide Student (and Student's attorney) the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers, employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below) and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the "Released Parties") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to

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**Remington College – Fort Worth Campus/** [REDACTED]  
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Student's enrollment in the Company's Pharmacy Technician Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, or (d) any violation of or failure to comply with any public policy connected in any way with Student's affiliation with the Company, the Company's Pharmacy Technician Program or any of the Affiliated Companies.

The term "Affiliated Companies" means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

3. No Other Claims. Student represents and warrants that she has no disputes against the Company or any of the Affiliated Companies, aside from the dispute referenced above in this Agreement. Additionally, Student represents and warrants that she has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies or any court, judicial body or other entity relative to any disputes she may have or have had with the Company, any of the Affiliated Companies or relative to her enrollment in the Company's Pharmacy Technician Program.
4. No Enrollment/Re-Enrollment. Student represents and warrants that she will not apply for or enroll in any program offered by the Company or any of the Affiliated Companies.
5. Confidentiality. Student acknowledges and understands that the terms of this Agreement and Student's settlement with the Company are strictly confidential, and Student warrants and represents that neither she nor her agents will reveal to any person or entity (except for Student's attorney, tax consultant or immediate family members, subject to their agreement to keep the terms of this Agreement and/or Student's settlement with the Company confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant or immediate family members will constitute a breach by Student as if Student had committed the breach.
6. Non-Disparagement. Student warrants and represents that she will not, directly or indirectly, herself or through any other person or entity, make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Company's Pharmacy Technician Program.
7. Non-Solicitation. Student agrees not to, directly or indirectly, herself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any current or former student of the Company or any of the Affiliated Companies: (a) to drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the

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Company, any of the Affiliated Companies, or the Company's Pharmacy Technician Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies or any other entity against the Company or any of the Affiliated Companies; or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

8. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligation to pay any amounts owing to Student pursuant to Paragraph 1 of this Agreement shall immediately cease, and Student shall immediately be obligated to pay the Company an amount equal to any monies paid to Student or paid to others on Student's behalf (e.g. Lenders). Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction prohibiting any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

9. Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 7, Student and the Company agree that any and all claims, disputes, or controversies, whether in contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

10. Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supersedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to Student's enrollment in the Company's Pharmacy Technician Program.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The Company and Student agree that the venue for all arbitrations shall be in Ft. Worth, TX, unless otherwise mutually agreed upon in writing by the Parties.

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Executed and entered into this 5 day of July, 2007.

Student




SSN:



DOB:

State of Texas )

County of Tarrant )

I, the undersigned Notary Public, certify that this Settlement and Release Agreement was executed before me by  known to me personally (or) who produced the following as verification of her identity: Type: TXDL; Number: 18272121.

# Redacted by HELP Committee

Student's Attorney



Company

