

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 W Broadway
MAILING ADDRESS: 330 W Broadway
CITY AND ZIP CODE: San Diego, CA 92101-3827
BRANCH NAME: Central
TELEPHONE NUMBER: (619) 450-7072

PLAINTIFF(S) / PETITIONER(S): JUSTIN SPANGLER et.al.

DEFENDANT(S) / RESPONDENT(S): National College of Technical Instruction et.al.

JUSTIN SPANGLER V. NATIONAL COLLEGE OF TECHNICAL INSTRUCTION [E-FILE]

**NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT
CONFERENCE on MANDATORY eFILE CASE**

CASE NUMBER:
37-2014-00038832-CU-BT-CTL

CASE ASSIGNMENT

Judge: Timothy Taylor

Department: C-72

COMPLAINT/PETITION FILED: 11/14/2014

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	04/17/2015	09:30 am	C-72	Timothy Taylor

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at www.onelegal.com. Refer to General Order 051414 at www.sdcourt.ca.gov for guidelines and procedures.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/14/2014 at 10:48:43 AM
Clerk of the Superior Court
By Adriane Bennett, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

NATIONAL COLLEGE OF TECHNICAL INSTRUCTION, (see Attachment A for additional Defendants)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JUSTIN SPANGLER and TRAVIS LEIGHTON, individually and on behalf of all those similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego Superior Court
330 West Broadway, San Diego, California 92101

CASE NUMBER:
(NÚMERO) 37-2014-00038832-CU-BT-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jason Hartley, Stueve Siegel Hanson LLP, 550 W C St., Ste. 1750, San Diego, CA (619) 400-5822

DATE: 11/14/2014
(Fecha)

Clerk, by  Deputy
(Secretario) A. Bennett (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

ATTACHMENT A TO SUMMONS

Spangler, et al. v. National College of Technical Instruction, et al.

DEFENDANTS (CONT'D):

AMERICAN MEDICAL RESPONSE, INC., a Delaware corporation, ENVISION
HEALTHCARE CORPORATION, a Delaware corporation, ENVISION HEALTHCARE
HOLDINGS, INC., a Delaware corporation; and DOES 1 through 100

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

11/14/2014 at 10:48:43 AM

Clerk of the Superior Court
By Adriane Bennett, Deputy Clerk

1 JASON S. HARTLEY (SBN# 192514)
2 JASON M. LINDNER (SBN# 211451)
3 STUEVE SIEGEL HANSON LLP
4 550 West C Street, Suite 1750
5 San Diego, CA 92101
6 Tel: 619-400-5822
7 Fax: 619-400-5832

8 Attorneys for Plaintiffs Justin Spangler and
9 Travis Leighton

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 JUSTIN SPANGLER and TRAVIS
13 LEIGHTON, individually and on behalf of all
14 those similarly situated,

15 Plaintiffs,

16 vs.

17 NATIONAL COLLEGE OF TECHNICAL
18 INSTRUCTION, AMERICAN MEDICAL
19 RESPONSE, INC., a Delaware Corporation,
20 ENVISION HEALTHCARE
21 CORPORATION, a Delaware Corporation,
22 ENVISION HEALTHCARE HOLDINGS,
23 INC., a Delaware Corporation, and DOES 1
24 through 1000,

25 Defendants.

Case No. 37-2014-00038832-CU-BT-CTL

**COMPLAINT FOR DAMAGES,
RESTITUTION, AND INJUNCTIVE
RELIEF BASED ON:**

1. VIOLATION OF CONSUMER LEGAL REMEDIES ACT (CIVIL CODE § 1750 ET SEQ.);
2. FALSE ADVERTISING (CIVIL CODE § 17500 ET SEQ.);
3. UNFAIR COMPETITION LAW – UNFAIR BUSINESS PRACTICES (BUS. & PROF CODE § 17200 ET SEQ.);
4. UNFAIR COMPETITION LAW – UNLAWFUL BUSINESS PRACTICES (BUS. & PROF CODE § 17200 ET SEQ.);
5. UNFAIR COMPETITION LAW – FRAUDULENT BUSINESS PRACTICES (BUS. & PROF CODE § 17200 ET SEQ.);
6. FRAUDULENT MISREPRESENTATION;
7. NEGLIGENT MISREPRESENTATION;
8. BREACH OF CONTRACT; AND
9. BREACH OF IMPLIED COVENANT

1 Plaintiffs Justin Spangler and Travis Leighton, individually and on behalf of the proposed
2 Class, by and through their counsel, for their Complaint against National College of Technical
3 Instruction, American Medical Response, Inc., Envision Healthcare Corporation, and Envision
4 Healthcare Holdings, Inc. (collectively, "NCTI" or "Defendants") hereby state and allege as
5 follows:

6 **THE PARTIES**

7 1. Plaintiff Justin Spangler is a resident of San Diego, California. From February
8 2009 to December 2011, he was enrolled as a student in the Emergency Medical Technician -
9 Paramedic Program ("Paramedic Program") at the National College of Technical Instruction
10 ("NCTI") campus owned and operated by Defendants located in San Diego, California. Plaintiff
11 Spangler paid or incurred debt of over \$10,000 plus interest, for NCTI tuition and fees.

12 2. Plaintiff Travis Leighton is a resident of San Diego, California. From January 2012
13 to July 2013, he was enrolled as a student in the Paramedic Program at the NCTI campus owned
14 and operated by Defendants located in San Diego, California. Plaintiff Leighton paid or incurred
15 debt of over \$10,000 plus interest, for NCTI tuition and fees.

16 3. Defendant NCTI is a private post secondary educational institution that provides
17 education in the field of Emergency Medical Services ("EMS"). NCTI's principal place of
18 business is located at 333 Sunrise Avenue, Suite 500, Roseville, CA 95661. NCTI is a subsidiary
19 of American Medical Response, Inc. ("AMR"). NCTI describes itself as the largest paramedic,
20 Emergency Medical Technician ("EMT") and EMS training institute in the United States.¹
21 NCTI's current California Course Catalog, effective January to December 2014, provides that
22 NCTI has nine campuses in California alone, including in Roseville, Livermore, Milipitas,
23 Hercules, Riverside, San Diego, Santa Barbara, Valencia and Weed.² "NCTI begins a new
24

25
26 ¹ See NCTI's website (available at <http://ncti.edu/about/>).

27 ² See NCTI's 2014 California Course Catalog at p. 5 (available at <http://ncti.edu/wp-content/uploads/2014/02/NCTI-CA-School-Catalog-rvsd-Jan-2014.pdf>).
28

1 paramedic program approximately every three months.”³ The maximum number of enrollees per
2 class at each campus ranges between 26 and 44 students respectively.⁴ At its California campuses,
3 NCTI has generated substantial revenues and profits from its Emergency Medical Technician –
4 Paramedic Program at the expense of Plaintiffs and the members of the Class. NCTI’s tuition
5 rates, which are higher than similar programs offered by public institutions such as community
6 colleges, are more than \$10,000 per enrollee.

7 4. AMR is a Delaware corporation with its principal place of business located at 6200
8 South Syracuse Way, National Resource Center, Suite 200, Greenwood Village, CO 80111. AMR
9 owns and operates NCTI. AMR’s website provides that AMR “offers nationally accredited EMS
10 education through its National College of Technical Instruction (NCTI).”⁵ AMR also states that
11 “NCTI is the largest nationally accredited private EMS institute in the country. NCTI provides
12 paramedic and EMT-Basic training along with an associate of Applied Science degree, and an
13 associate of Science degree at 20 campuses and satellite training sites across the nation. NCTI also
14 offers continuing education for EMS professionals, including doctors, nurses and EMTs.”⁶ AMR
15 is an indirect wholly-owned operating subsidiary of Envision Healthcare Holdings, Inc. and does
16 now, and at all relevant times did, business in California under the name American Medical
17 Response, Inc. (Entity No. C2747289), among other fictitious business names.

18 5. Defendant Envision Healthcare Corporation is a Delaware corporation with its
19 principal place of business located at 6200 South Syracuse Way, National Resource Center, Suite
20 200, Greenwood Village, CO 80111. Envision Healthcare Corporation is an indirect wholly
21 owned subsidiary of Envision Healthcare Holdings, Inc.⁷ that operates AMR⁸ and does now, and
22

23 ³ See *Id.* at p. 14.

24 ⁴ See *Id.* at p. 13.

25 ⁵ See AMR’s website (available at <http://www.amr.net/Paramedic-EMT-Training>).

26 ⁶ See *Id.*

27 ⁷ See Envision Healthcare Holdings, Inc.’s Annual Report, Form 10-K at p. 3 (March
28 14, 2014) (“Annual Report”) (available at
http://hsprod.investis.com/shared/v2/irwizard/sec_item_new.jsp?epic=envision&ipage=9467766&DSEQ=&SEQ=&SQDESC=).

1 at all relevant times did, business in California under the name Envision Healthcare Corporation.
2 (Entity No. C3601924), among other fictitious business names.

3 6. Defendant Envision Healthcare Holdings, Inc. is a Delaware corporation with its
4 principal place of business located at 6200 South Syracuse Way, National Resource Center, Suite
5 200, Greenwood Village, CO 80111. Envision Healthcare Holdings, Inc. owns AMR and operates
6 AMR through its indirect wholly owned subsidiary Envision Healthcare Corporation.

7 7. DOES 1 through 1000 are the agent, servant, partner, joint-venturer, co-venturer,
8 principal, director, officer, manager, employee, or shareholder of one or more of its co-defendants
9 who aided, abetted, controlled, and directed or conspired with and acted in furtherance of said
10 conspiracy with one or more of its co-defendant(s) performance of the acts and omissions
11 described below and for the fraudulent purposes described below. Plaintiffs' sue each of these
12 DOE defendants by these fictitious names because Plaintiffs do not know these DOE defendants'
13 true names.

14 **JURISDICTION AND VENUE**

15 8. This Court has jurisdiction over this action pursuant to California Constitution
16 Article VI, § 10 and under California Code of Civil Procedure ("CCP") § 410.10. Jurisdiction is
17 proper in the Superior Court of California, County of San Diego, because all parties reside and/or
18 conduct business in San Diego, California. Specifically, Plaintiffs enrolled in and attended the
19 Emergency Medical Technician – Paramedic Program owned and operated by Defendants at the
20 campus located in San Diego, California, the county in which this Court sits.

21 9. Moreover, Defendants are doing and, at all relevant times, have done business
22 in San Diego County, and venue is proper under California Code of Civil Procedure § 395.
23 Specifically, Defendants transacted business and committed the acts complained of in this
24 Complaint in San Diego, California.

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27 ⁸ See AMR's website (available at <http://www.amr.net/About-AMR/EnvisionHealthcare-Companies>)
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1 NATURE OF ACTION

2 10. This class action arises out of a fraudulent scheme and practices conceived and
3 operated by Defendants in the recruitment and enrollment of their students in connection with
4 Defendants' Emergency Medical Technician – Paramedic Program in the state of California
5 (“Paramedic Program”).

6 11. This class action is filed by and on behalf of students that enrolled in the Paramedic
7 Program at one of NCTI's California campuses during the Class Period which are and were at all
8 relevant times herein owned and operated by Defendants.

9 12. Defendants misrepresented and/or failed to disclose to its prospective enrollees and
10 students material facts regarding Defendants' Paramedic Program in California. Specifically, and
11 as more fully described herein, Defendants misrepresented the overall quality of the Paramedic
12 Program, the qualifications of its faculty, the state of its educational and training equipment, the
13 length of time necessary to complete the program, the contracts Defendants had with local
14 hospitals for placement of students in connection with the clinical hospital phase of the program,
15 and the availability of field internships with AMR preceptors or otherwise.

16 13. Further, Defendants also misrepresented to Plaintiffs and the Class that graduates
17 of Defendants' Paramedic Program were in a better position to obtain future employment as an
18 EMT paramedic with AMR, the largest provider of emergency and non-emergency services in the
19 United States, than graduates from other paramedic programs in California.

20 14. Additionally, Defendants misrepresented that the Paramedic Program is compliant
21 with California law and/or failed to disclose that the Paramedic Program violates numerous
22 provisions in Title 22 of California's Code of Regulations.

23 15. Through their misrepresentations and/or failure to disclose material facts,
24 Defendants induced Plaintiffs and members of the Class to enroll in Defendants' Paramedic
25 Program in California. If Defendants had not misrepresented and/or disclosed this information to
26 Plaintiffs and members of the Class, Plaintiffs and members of the Class would not have enrolled
27 in Defendants' Paramedic Program in California.

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1 **FACTUAL ALLEGATIONS**

2 16. Defendants' Paramedic Program is run through Defendant NCTI. NCTI is a
3 private post secondary educational institution owned and operated by Defendants that provides
4 education in the field of EMS. Defendants publicly represent and market NCTI as "the Nation's
5 largest paramedic school & EMS training college."⁹ NCTI also represents that it is "the nation's
6 leader in EMS training" and "has been the largest paramedic school in the nation for decades."¹⁰
7 Defendants also state that "NCTI is consistently recommended by Healthcare and EMS
8 Professionals for quality education and training."¹¹

9 17. Defendants market and advertise the Paramedic Program primarily through NCTI's
10 website and its related documents including, but not limited to, the California Course Catalog.¹²
11 However, the Paramedic Program is also advertised on AMR's website and includes a direct link
12 to the NCTI website.¹³

13 18. Defendants also publicly represent and market that, "NCTI offers Paramedic
14 training in major cities around the country. You should not consider what paramedic training
15 center you will choose lightly. You will only be as good of a paramedic as the school that trains
16 you. Consider the value for your money. The National College of Technical Instruction has been
17 training paramedics for over twenty years. Over that time we have refined the process and our
18 paramedics are among the most respected in the industry."¹⁴

19 19. NCTI's mission statement provides that NCTI "is dedicated to the delivery of high-
20 quality education in the field of Emergency Medical Services (EMS). Its staff and faculty partner
21 with students to achieve academic success. Programs are designed to prepare students to function
22 as qualified entry-level healthcare professionals, providing the cognitive, psychomotor and
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24 ⁹ See NCTI's website (available at <http://ncti.edu>).

25 ¹⁰ See *Id.*

26 ¹¹ See *Id.*

27 ¹² See *Id.*

28 ¹³ See AMR's website (available at <http://www.amr.net/Paramedic-EMT-Training>).

¹⁴ See NCTI's website (available at <http://ncti.edu/paramedic-training-by-state/>)

1 affective skills necessary to successfully qualify for standardized certification and licensing
2 examinations for EMS personnel throughout the United States.”¹⁵

3 20. Defendants have NCTI campuses throughout the United States, including
4 numerous campuses in the state of California.¹⁶ NCTI’s current California Course Catalog
5 (effective January to December 2014) provides that NCTI has nine campuses in California alone.
6 These California campuses are presently located in Roseville, Livermore, Milipitas, Hercules,
7 Riverside, San Diego, Santa Barbara, Valencia and Weed.¹⁷

8 21. The California Course Catalog provides that “NCTI begins a new paramedic
9 program approximately every 3 months.”¹⁸ The maximum number of enrollees per class at each
10 campus ranges between 26 and 44 students respectively.¹⁹ At these California NCTI campuses,
11 Defendants have generated substantial revenues and profits from the Paramedic Program at the
12 expense of Plaintiffs and the members of the Class. NCTI’s tuition and related fee rates, which
13 are much higher than similar programs offered by public institutions such as community
14 colleges,²⁰ costs more than \$10,000 per enrollee.²¹

15 22. Defendants represent that NCTI “is a private institution approved in the State of
16 California...This approval means the institution complies with the minimum standards established
17 under applicable law for operation of a school engaged in occupational instruction.”²² Prior to
18 recent revisions to the NCTI’s California Catalog, Defendants represented that NCTI “is approved
19 by the State of California, Emergency Medical Services Authority. This approval means the

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21 ¹⁵ See NCTI’s 2014 California Course Catalog at p. 4 (available at <http://ncti.edu/wp-content/uploads/2014/02/NCTI-CA-School-Catalog-rvsvd-Jan-2014.pdf>).

22 ¹⁶ See NCTI’s website (available at <https://ncti.edu/er/#student/locations>).

23 ¹⁷ See NCTI’s 2014 California Course Catalog at p. 5.

24 ¹⁸ See *Id.* at p. 14.

25 ¹⁹ See *Id.* at p. 13.

26 ²⁰ The total tuition costs for Southwestern College’s paramedic program located in Otay Mesa, California is estimated at \$3,400. See Southwestern College’s website at (<http://www.swccd.edu/modules/showdocument.aspx?documentid=8067>).

27 ²¹ See NCTI’s 2014 California Course Catalog at p. 15.

28 ²² See *Id.* at p. 6.

1 institution complies with minimum standards established under applicable law for the operation of
2 EMS and paramedic occupational instruction.”²³

3 23. Defendants tell enrollees that the Paramedic Program takes approximately 12 to 16
4 months to complete.^{24 25} The California Course Catalog states that the Paramedic Program
5 “fulfills all of the training requirements set forth by the state of California for Paramedics.”²⁶
6 “Upon successful completion of this course, students will be eligible to take the National Registry
7 exam (as well as any state-sponsored exam in non-National registry states). The final step towards
8 licensure can lead to employment in a wide range of job opportunities...”²⁷

9 24. According to Defendants’ California Course Catalog, “The program consists of
10 four component parts described as follows: HS 171 Semester A: 1st Half of Didactic Phase (228
11 Hrs), HS 172 Semester B: 2nd Half of Didactic Phase (228 Hrs), HS 273 Semester C: Hospital
12 Clinicals (160 Hrs) & 1st 25% of Field Internship (120 Hrs), HS 274 Semester D: Remaining 75%
13 of Field Internship (360-600 Hrs).”²⁸

14 25. Defendants, in connection with Hospital Clinical phase of the Paramedic Program,
15 represent to students that “Upon successful completion of the Didactic phase, you will begin Phase
16 II of your training, the clinicals. NCTI has contracts with many hospitals throughout California
17 for this purpose. Your clinicals must be completed at one of these contracted hospitals and at a
18 schedule pre-assigned by the school and the hospital.” Defendants, in connection with the Field
19 Internship phase of the Paramedic Program, represent that “Upon completion of the clinical
20 training you may conduct your field internship. NCTI guarantees placement with AMR, and
21

22 ²³ See previous version of NCTI’s California Course Catalog at p. 7 attached hereto as
23 Exhibit A.

24 ²⁴ See Mr. Spangler’s NCTI Acceptance Letter and Paramedic Program Student
25 Agreement at p. 2 attached hereto as Exhibit B.

26 ²⁵ See Mr. Leighton’s NCTI Acceptance Letter and Paramedic Program Student
27 Agreement at p. 3 attached hereto as Exhibit C.

28 ²⁶ See NCTI’s 2014 California Course Catalog at p. 14.

²⁷ See *Id.*

²⁸ See *Id.*

1 every attempt will be made to place you with a preceptor within a 1-1/2 hour radius of your
2 home.”^{29 30}

3 26. Defendants’ California Course Catalog represents in connection with their
4 educational programs, including the Paramedic Program, that “NCTI maintains a large inventory
5 of state-of-the-art educational and training equipment specifically designed for the training of
6 Emergency Medical Services (“EMS”) personnel. This equipment is representative of the types of
7 equipment currently in use by front-line EMS providers throughout the state and nation for the
8 current practice of EMS. This inventory includes specialized anatomical models and human-like
9 training manikins and devices designed to simulate the human body in disease and
10 injury...students will learn to manage airways, ventilate patients, support vascular status and treat
11 shock, and in the advanced programs, start intravenous lines and administer medications as
12 allowed by the state and national scope of practice.”³¹

13 27. California students that enroll in the Paramedic Program are responsible for paying
14 the current course charges and fees of \$9,100.³² Additionally, they also are expected to pay an
15 additional fee of approximately \$1,150-\$1,500 for the Field Internship phase.³³ Finally, the
16 enrolled students also were required to purchase textbooks, uniforms and certification examination
17 fees. Defendants recommended that the enrolled students purchase the text books through the
18 NCTI Bookstore.³⁴

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²⁹ See Mr. Spangler’s NCTI Acceptance Letter and Paramedic Program Student Agreement at p. 1 attached hereto as Exhibit B.

³⁰ See Mr. Leighton’s NCTI Acceptance Letter and Paramedic Program Student Agreement at p. 1 attached hereto as Exhibit C.

³¹ See NCTI’s 2014 California Course Catalog at p. 6.

³² *Id.* at p.15.

³³ *Id.*

³⁴ *Id.*

1 28. In 2009, California students that enrolled in the Paramedic Program were
2 responsible for paying course charges and fees of \$7,000.³⁵ They also were expected to pay an
3 additional fee of approximately \$1,000 for the Field Internship phase.³⁶

4 29. While Defendants represent that the length of the Paramedic Program is 12 to 16
5 months, Defendants also provide that “A student is not allowed more than 1.5 times or 150% of
6 the standard length of the program in which to complete the requirements for graduation.”³⁷ For
7 the Emergency Medical Technician – Paramedic Program 150% of the maximum program length
8 that may be attempted is 96 weeks.³⁸

9 30. The Defendants represent that “Instructional faculty members employed by NCTI
10 are properly-qualified by professional EMS experience and additional education relating to
11 instructional methodologies. NCTI selects instructors carefully and recognizes the key role they
12 play in imparting academic information in an organized format that progressively builds toward
13 student success. Certain NCTI programs that are accredited by national programmatic accrediting
14 bodies require even more stringent standards for the selection of qualified instructors.”³⁹

15 31. Defendants’ solicitations, publications, NCTI website and AMR website all tout the
16 connection between NCTI and its parent company AMR to entice prospective enrollees to choose
17 NCTI’s Paramedic Program over other programs because of future employment opportunities with
18 AMR. For example, Defendants represent that, “It is important to note the graduation from NCTI
19 courses will be looked upon favorably in job application and interviews with American Medical
20 Response – NCTI’s parent organization.”⁴⁰ Defendants also represent that, “NCTI students have
21 employment opportunities available to them as well. With ownership by American Medical
22

23 ³⁵ See Mr. Spangler’s NCTI Acceptance Letter and Paramedic Program Student
24 Agreement at p. 3 attached hereto as Exhibit B.

25 ³⁶ *Id.* at p. 3.

26 ³⁷ See NCTI’s 2014 California Course Catalog at p. 8.

27 ³⁸ *See Id.*

28 ³⁹ *See Id.* at p. 14.

⁴⁰ *See Id.* at p. 12.

1 Response, there exists a natural connection for job opportunities for EMTs and Paramedics and
2 Dispatchers. NCTI also posts additional job openings for other ambulance companies and fire
3 departments throughout the United States.”⁴¹ In fact, Defendants "guarantee" that every student
4 will be placed with AMR for purposes of the Field Internship phase of the Paramedic Program in
5 California.^{42 43}

6 32. Finally, Defendants represent that, “All information in the content of this school
7 catalog is deemed current and correct as of the date of revision, and is so certified.”⁴⁴ Plaintiffs
8 are informed and believe and thereon allege that Defendants have made this representation about
9 the California Course Catalog, which includes specific representations about the Paramedic
10 Program, at all relevant times. Additionally, in the later versions of the Paramedic Program
11 Enrollment Agreement, Defendants represent and agree that NCTI, “will furnish all of the services
12 and perform all of the acts required of it in this agreement, in the school’s catalog (or brochure),
13 and in any solicitations or advertisements made on behalf of the school.”⁴⁵

14 33. The majority of the above representations are false and misleading. Specifically,
15 (1) Defendants’ Paramedic Program takes longer than 12 to 16 months to actually complete
16 through no fault of the enrolled students; (2) Defendants did not and do not have sufficient
17 contracts with California hospitals for purposes of the Clinical Hospital phase; (3) Enrolled
18 students were not able to perform and complete the Clinical Hospital phase of the Paramedic
19 Program at a California hospital that contracted with NCTI. Rather the enrolled students, on their
20 own initiative, had to find a local hospital that would allow the student to perform the required
21 Clinical Hospital hours; (4) Defendants did not, as guaranteed, place students with AMR for
22

23 ⁴¹ See NCTI’s website (available at <http://ncti.edu/employment/>).

24 ⁴² See Mr. Spangler’s NCTI Acceptance Letter and Paramedic Program Student
Agreement at p. 1 attached hereto as Exhibit B.

25 ⁴³ See Mr. Leighton’s NCTI Acceptance Letter and Paramedic Program Student
Agreement at p. 1 attached hereto as Exhibit C.

26 ⁴⁴ See NCTI’s 2014 California Course Catalog at p. 7.

27 ⁴⁵ See Mr. Leighton’s NCTI Acceptance Letter and Paramedic Program Student
Agreement at p. 6 attached hereto as Exhibit C.

28

1 purposes of the Field Internship phase; (5) Defendants failed to place students with AMR
2 preceptors as guaranteed; (6) Defendants failed to place students with AMR preceptors within 1-
3 1/2 hours from students' homes; (7) Defendants did not place students with preceptors for the field
4 internship at all. Rather, students, on their own initiative, had to locate a preceptor that would
5 allow the student to perform their required Field Internship hours; (8) Defendants did not maintain
6 a sufficient inventory of state-of-the-art educational and training equipment. Rather, Defendants'
7 equipment was either non-existent, broken or outdated so that students regularly had to mime the
8 required course practice procedures like intravenous setups; (9) Defendants did not require and
9 students, through no fault of their own, were unable to complete the Paramedic program within 1.5
10 times or 150% (i.e. 96 weeks) of the standard length of the program in which to complete the
11 requirements for graduation; (10) Students who graduated from the California Paramedic Program
12 did not receive any favorable treatment for purposes of job placement with AMR – NCTI's parent
13 organization; (11) Defendants' instructional faculty members were not all properly-qualified; (12)
14 The information in the California Course Catalog was not correct or true; and (13) Defendants'
15 Paramedic Program failed to comply with California law and violated the requirements set forth
16 by the state of California for paramedic instructional program including, but not limited to, the
17 violation of the California Code of Regulations, among other laws.

18 34. Importantly, California law governs Defendants' Paramedic Program and sets forth
19 the requirements for Defendants' Paramedic Program in Title 22, Division 9, Chapter 4 of the
20 California Code of Regulations entitled "Emergency Medical Technician – Paramedic." The
21 regulations that Defendants' Paramedic Program violated and/or failed to comply with include, but
22 are not limited to: 22 California Code of Regulations ("CCR") § 100150 (Teaching Staff), 22 CCR
23 § 100152 (Hospital Clinical Education and Training for Paramedic) and 22 CCR §100153 (Field
24 Internship):

25 (a) [Teaching Staff] "Each training program shall have a principal
26 instructor(s)... who shall: (1) Be a physician, registered nurse,
27 physician assistant, or paramedic, currently certified or licensed in the
28 State of California. (2) Be knowledgeable in the course content of the
 United States Department of Transportation (U.S. DOT) National
 Emergency Medical Services Education Standards DOT HS 811 077A,

1 January 2009, herein incorporated by reference; and (3) Have six years
2 (6) experience in an allied health field and an associate degree or two
3 (2) years experience in an allied health field and a baccalaureate
4 degree. (4) Be responsible for areas including, but not limited to,
5 curriculum development, course coordination, and instruction. (5) Be
6 qualified by education and experience in methods, materials, and
7 evaluation of instruction, which shall be documented by at least forty
8 (40) hours of instruction in teaching methodology..." 22 CCR §
9 100150(c).

10 (b) [Teaching Staff] "Each CCP training program shall have a principal
11 instructor(s) who shall be licensed in California as a physician and
12 knowledgeable in the subject matter, a registered nurse knowledgeable
13 in the subject matter, or a paramedic with current CCP certification or
14 FP certification from the BCCTPC." 22 CCR § 100150(d).

15 (c) [Teaching Staff] "Each training program may have a teaching
16 assistant(s) who shall be an individual(s) qualified by training and
17 experience to assist with teaching of the course. A teaching assistant
18 shall be supervised by a principal instructor, the course director and/or
19 the program medical director." 22 CCR § 100150(e).

20 (d) [Teaching Staff] "**Each paramedic training program shall have a**
21 **field preceptor(s)** who shall: (1) Be a certified or licensed paramedic;
22 and (2) Be working in the field as a certified or licensed paramedic for
23 the last two (2) years; and (3) **Be under the supervision of a principal**
24 **instructor, the course director and/or the program medical**
25 **director.** (4) Have completed field preceptor training approved by the
26 LEMSA and/or comply with the field preceptor guidelines approved by
27 the LEMSA...." 22 CCR § 100150(f). (emphasis added)

28 (e) [Teaching Staff] "**Each training program shall have a hospital**
clinical preceptor(s) who shall: (1) Be a physician, registered nurse or
physician assistant currently licensed in the State of California. (2)
Have worked in emergency medical care for the last two (2) years. (3)
Be under the supervision of a principal instructor, the course
director, and/or the program medical director. (4) Receive
instruction in evaluating paramedic students in the clinical setting.
Means of instruction may include, but need not be limited to,
educational brochures, orientation, training programs, or training
videos..." 22 CCR § 100150(g). (emphasis added.)

(f) [Hospital Clinical Education and Training for Paramedic] "**An**
approved paramedic training program shall provide for and
monitor a supervised clinical experience at a hospital(s) that is
licensed as a general acute care hospital and holds a permit to operate a
basic or comprehensive emergency medical service. The clinical
setting may be expanded to include areas commensurate with the skills

1 experience needed. Such settings may include surgicenters, clinics,
2 jails or any other areas deemed appropriate by the LEMSA. The
3 maximum number of hours in the expanded clinical setting shall not
4 exceed forty (40) hours of the total clinical hours specified in Section
5 100159(a)(2).” 22 CCR § 100152(a). (emphasis added.)

6 (g) [Hospital Clinical Education and Training for Paramedic] “**An
7 approved paramedic training program and/or CCP training
8 program shall not enroll any more students than the training
9 program can commit to providing a clinical internship to begin no
10 later than thirty (30) days after a student’s completion of the
11 didactic and skills instruction portion of the training program....**”
12 22 CCR § 100152(c). (emphasis added.)

13 (h) [Hospital Clinical Education and Training for Paramedic] “**Training
14 programs, both paramedic and CCP, in nonhospital institutions
15 shall enter into a written agreement(s)** with a licensed general acute
16 care hospital(s) that holds a permit to operate a basic or comprehensive
17 emergency medical service for the purpose of providing this supervised
18 clinical experience.” 22 CCR § 100152(d). (emphasis added.)

19 (i) [Hospital Clinical Education and Training for Paramedic] “Paramedic
20 clinical training hospital(s) and other expanded settings shall provide
21 clinical experience, supervised by a clinical preceptor(s). The clinical
22 preceptor may assign the student to another health professional for
23 selected clinical experience. **No more than two (2) students shall be
24 assigned to one preceptor or health professional during the
25 supervised clinical experience at any one time. Clinical experience
26 shall be monitored by the training program staff** and shall include
27 direct patient care responsibilities, which may include the
28 administration of any additional medications, approved by the LEMSA
medical director and the director of the Authority, to result in
competency. Clinical assignments shall include, but are not to be
limited to, emergency, cardiac, surgical, obstetric, and pediatric
patients.” 22 CCR § 100152(e). (emphasis added.)

(j) [Field Internship] “A field internship shall provide emergency medical
care experience supervised at all times by an authorized field preceptor
to result in the paramedic student being competent to provide the
medical procedures, techniques, and medications specified in Section
100146, in the prehospital emergency setting within an organized EMS
system.” 22 CCR § 100153(a).

(k) [Field Internship] “**An approved paramedic training program shall
enter into a written agreement with a paramedic service
provider(s) to provide for field internship, as well as for a field
preceptor(s) to directly supervise, instruct, and evaluate the
students. The assignment of a student to a field preceptor shall be a**

1 **collaborative effort between the training program and the provider**
2 **agency.** If the paramedic service provider is located outside the
3 jurisdiction of the paramedic training program approving authority,
4 then the training program shall do the following: (1) in collaboration
5 with the LEMSA in which the field internship will occur, ensure that
6 the student has been oriented to that LEMSA, including local policies
7 and procedures and treatment protocols, (2) contact the LEMSA where
8 the paramedic service provider is located and report to that LEMSA the
9 name of the paramedic intern in their jurisdiction, the name of the EMS
10 provider, and the name of the preceptor. The paramedic intern shall be
11 under the medical control of the medical director of the LEMSA in
12 which the internship occurs.” 22 CCR § 100153(b). (emphasis added.)

13 (l) [Field Internship] “The training program shall be responsible for
14 ensuring that the field preceptor has the experience and training as
15 required in Section 100150(g)(1)-(4).” 22 CCR § 100153(c).

16 (m) [Field Internship] “**The paramedic training program shall not**
17 **enroll any more students than the training program can commit to**
18 **providing a field internship to begin no later than ninety (90) days**
19 **after a student’s completion of the hospital clinical education and**
20 **training portion of the training program....” 22 CCR § 100153(d).**
21 (emphasis added.)

22 (n) [Field Internship] “All interns shall be continuously monitored by the
23 training program, in collaboration with the assigned field preceptor,
24 regardless of the location of the internship, as **described in written**
25 **agreements between the training program and the internship**
26 **provider.** The training program shall document a student’s progress,
27 based on the assigned field preceptor’s input, and identify specific
28 weaknesses of the student, if any, and/or problems encountered by, or
with, the student. Documentation of the student’s progress, including
any identified weaknesses or problems, shall be provided to the student
at least twice during the student’s field internship.” 22 CCR §
100153(f). (emphasis added.)

35. Defendants’ Paramedic Program violated these regulations. Among other things,
Defendants violated 22 CCR § 100150 as the California Paramedic Program regularly employed
unqualified instructors, such as recent graduates from the Paramedic Program who had yet to be
employed and/or work as a licensed California paramedic. Defendants’ Paramedic Program
violated 22 CCR § 100153 because Defendants failed to enter into sufficient written agreements
with local hospitals for purposes of the Clinical Hospital phase and failed to provide clinical

1 internships that began no later than thirty (30) days after a student's completion of the didactic and
2 skills instruction portion of the Paramedic Program, among other violations. Defendants'
3 Paramedic Program further violated 22 CCR § 100152 because it failed to enter into sufficient
4 written agreements with a paramedic service provider(s) to provide for the field internship and
5 failed to commit to providing a field internship to begin no later than ninety (90) days after a
6 student's completion of the hospital clinical education and training portion of the Paramedic
7 Program, among other violations.

8 36. Defendants failed to disclose the significance of the California Paramedic
9 Program's regulatory violations to prospective students and misled students into believing that (1)
10 the Paramedic Program was compliant with California law; (2) the students' completion of the
11 Paramedic Program would not be delayed or hindered as a result of the violations; (3) these
12 violations would not prevent students from completing the Paramedic Program; and (4) that the
13 Paramedic Program was more valuable than it really was.

14 37. Plaintiffs, and other members of the Class, were not aware of these regulatory
15 violations, and due to Defendants' failure to disclose these material facts, were induced into
16 purchasing tuition to attend Defendants' Paramedic Program in California.

17 **CLASS ACTION ALLEGATIONS**

18 38. Plaintiffs will seek certification of the Class or classes under California Code of
19 Civil Procedure § 382 and/or California Civil Code § 1781.

20 39. This claim is brought on behalf of the Class consisting of: all persons who enrolled
21 in and/or purchased Defendants' Paramedic Program in California within the statutory limitations
22 periods applicable to the herein-alleged causes of action (including, without limitation, the period
23 following the filing of this action). Defendants, and each of them, engaged in the fraudulent
24 scheme and practice of recruiting and enrolling each member of the Class, consistent with
25 Defendants' policy, custom, and practice, and to induce the reliance of all Class members.
26 Defendants' representations and/or omissions were material, were relied upon by the Class, and
27 resulted in damage to each and every member of the class as alleged above.

28

1 40. The exact number of members of the Class as identified above is not known.
2 However, by inference from Defendants' California Paramedic Program's class size, frequency of
3 new classes and number of classes starting, graduating and/or scheduled to graduate during the
4 relevant statutory claims period, Plaintiffs estimate that the number of Class members is in the
5 thousands. The Class is so numerous that joinder of individual member is impracticable.

6 41. There are common questions of law and fact in the action that relate to and affect
7 the rights of each member of the Class, namely Defendants' Paramedic Program's fraudulent
8 scheme and practice of recruiting and enrolling students in California including, but not limited to,
9 Defendants' misrepresentation about the qualifications of the Paramedic Program's faculty, the
10 state of its educational and training equipment, the length time necessary to complete the
11 Paramedic Program, the contracts Defendants had with local hospitals for placement of students in
12 connection with the Hospital Clinical phase, the availability of field internship's with AMR
13 preceptors or otherwise, the Paramedic Program's compliance with California law, and the
14 favorable outlook for future job placement with AMR, among other misrepresentations and
15 omissions, are actionable under applicable legal theories.

16 42. The relief sought is common to the Class. Each affected Plaintiff and Class
17 member will be entitled under the Unfair Competition Law to, among other things, restitution of
18 money that Defendants wrongfully acquired from them through Defendants' fraudulent scheme
19 and practice of recruitment and enrollment of students in California and damages under other
20 causes of action. Each affected Plaintiff and Class member also will be entitled to a pro rata share
21 of punitive damages imposed upon Defendants in this case.

22 43. The claims of Plaintiffs, who are representatives of the Class identified above, are
23 typical of the claims of the Class. The claims of all Class members depend upon a showing of the
24 acts and omissions of Defendants described herein giving rise to the right of Plaintiffs to the relief
25 sought.

26 44. There is no conflict as between the individually named Plaintiffs and other
27 members of the Class with respect to this action, or with respect to the claims for relief herein set
28 forth.

1 45. The named Plaintiffs are the representative parties for the Class. They are able to
2 and will fairly and adequately protect the interests of the Class.

3 46. The attorneys for Plaintiffs are experienced and capable in the field of consumer
4 protection litigation. They have successfully prosecuted claims in other, similar litigation. Of the
5 attorneys designated as counsel for Plaintiffs, Jason Hartley and Jason Lindner of Stueve, Siegel,
6 Hanson LLP will actively conduct and be responsible for this case.

7 47. Certification of the Class is appropriate under applicable law. The questions of law
8 and fact common to the members of the class predominate over any questions affecting only
9 individual members. A class action is superior to other available methods for the fair and efficient
10 adjudication of the controversy, and will create a substantial benefit to both the public and the
11 courts in that:

12 (a) Costs of prosecuting the action individually will vastly exceed the costs
13 for prosecuting the case as a class action;

14 (b) Class certification will obviate the necessity of a multiplicity of claims;

15 (c) It is desirable to concentrate the litigation of these claims in this forum;
16 and

17 (d) Unification of common questions of fact and law into a single
18 proceeding before this Court will reduce the likelihood of inconsistent
19 rulings, opinions, and decisions.

20 48. A class action is a superior means of fairly and efficiently resolving this dispute.
21 Members of the Class almost invariably lack the means to pay attorneys to prosecute their claims
22 individually. Given the complexity of the issues presented here, individual claims are not
23 sufficiently sizeable to attract the interest of highly able and dedicated attorneys who will
24 prosecute them on a contingency basis. Only by aggregating claims can Plaintiffs gain the
25 leverage necessary to pursue a just and global resolution of the issues raised in this complaint. A
26 class action is therefore essential to prevent a failure of justice.

27 49. Notice to the proposed Class will be accomplished through discovery by obtaining
28 Defendants' alumni directory lists and enrollment records. Once the identity of other Class

1 members is determined from Defendants' records, potential Class members may easily and
2 quickly be notified of the pendency of this action by U.S. mail and/or email.

3 **FIRST CAUSE OF ACTION**

4 **(VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

5 **FOR INJUNCTIVE RELIEF ONLY)**

6 50. Plaintiffs incorporate by reference each and every allegation set forth above as if
7 fully stated herein.

8 51. Concurrently with the filing of this Complaint, Plaintiffs have sent notice to
9 Defendants regarding their violation of the Consumer Legal Remedies Act ("CLRA"), in
10 accordance with the requirements of Cal. Civ. Code § 1782.

11 52. If Defendants do not correct, repair, replace, or otherwise rectify the goods or
12 services alleged to be in violation of Section 1770 within the time proscribed by the statute,
13 Plaintiffs will amend this Complaint, pursuant to Cal. Civ. Code § 1782(d), to include a request
14 for damages for violation of the CLRA along with this request for injunctive relief.

15 53. Defendants are "persons" under § 1761 of the CLRA because they are corporations.

16 54. Plaintiffs are a "consumer" within the meaning of § 1761 of the CLRA because
17 they both are individuals who acquired services from Defendants for personal purposes.

18 55. The conduct complained of herein involves a "transaction" within the meaning of
19 the CLRA, and encompasses the making and performance of the Paramedic Program Student
20 Agreement entered into between Plaintiffs and Defendants, whether or not that agreement is
21 enforceable.

22 56. Section 1770 of the CRLA proscribes "unfair methods of competition and unfair or
23 deceptive acts or practices" that are "intended to result in the sale or lease of goods and services to
24 consumers," including:

- 25 a. Misrepresenting the source, sponsorship, approval, or certification of
26 goods or services;
- 27 b. Representing that goods or services have sponsorship, approval,
28 characteristics, ingredients, uses, benefits, or quantities which they do
not have;

- 1
- 2 c. Representing that goods or services are of a particular standard,
quality, or grade, if they are of another;
- 3
- 4 d. Advertising goods or services with the intent not to sell them as
advertised.

5 57. Defendants engaged in unlawful acts under the CLRA by engaging in the following
6 acts intended to induce students into enrolling at Defendants' Paramedic Program in California,
7 by, without limitation, making false, deceptive and misleading statements and representations
8 on the NCTI website, California Course Catalog and otherwise about the qualifications of
9 Paramedic Program's faculty, the state of its educational and training equipment, the length time
10 necessary to complete the Paramedic Program, the contracts Defendants had with local hospitals
11 for placement of students in connection with the Hospital Clinical phase, the availability of field
12 internships with AMR preceptors or otherwise, the Paramedic Program's compliance with
13 California law, and the favorable outlook for future job placement with AMR.

14 58. The omissions, misrepresentations, and false and misleading statements described
15 above regarding quality of the education, compliance with applicable law, length of the program,
16 placement in the Hospital Clinical and Field Internship phases, and future employment with AMR,
17 among other things, were material to Plaintiffs' and members of the Class's decision to enroll at
18 Defendants' Paramedic Program in California, and Plaintiffs and members of the Class justifiably
19 relied upon the statements of Defendants. Plaintiffs and members of the Class enrolled at
20 Defendants' Paramedic Program in California for the purpose of efficiently completing a legally
21 compliant Paramedic Program and securing a job as a licensed California EMT paramedic.

22 59. Defendants knew the intentions of Plaintiffs and members of the Class, and
23 implemented strategic, manipulative, and oppressive tactics to gain prospective students' trust and
24 to intentionally suppress material information about Defendants' education, services, degrees, and
25 the outcomes of its graduates.

26 60. Plaintiffs and members of the Class justifiably relied on the representations and
27 suffered harm as a proximate result of Defendants' wrongful conduct.
28

- 1 61. Under the CLRA, Plaintiffs and members of the Class are entitled to:
- 2 a. An order enjoining the unlawful practices described herein;
- 3 b. Reasonable attorneys' fees and costs; and
- 4 c. Any other relief that the Court deems proper.

SECOND CAUSE OF ACTION
(FALSE ADVERTISING)

7 62. Plaintiffs incorporate by reference each and every allegation set forth above as if
8 fully stated herein.

9 63. Section 17500 of the California Business and Professions Code ("FAL") provides
10 that it is unlawful to falsely publicize a "circumstance or matter of fact connected with the
11 proposed performance or disposition" of a good or service when that party knew or should have
12 known the advertisement was, in fact, false or misleading, with the intention of inducing the
13 purchase of the goods or services.

14 64. Defendants violated Section 17500 of the FAL pursuant to a fraudulent scheme and
15 practice in the recruitment and enrollment of students in California which included, but was not
16 limited to, making false, deceptive and misleading statements and representations on the NCTI
17 website, California Course Catalog and otherwise about the qualifications of the Paramedic
18 Program's faculty, the state of its educational and training equipment, the length time necessary to
19 complete the Paramedic Program, the contracts Defendants had with local hospitals for placement
20 of students in connection with the Hospital Clinical phase, the availability of field internships with
21 AMR preceptors or otherwise, the Paramedic Program's compliance with California law, and the
22 favorable outlook for future job placement with AMR

23 65. The above statements were false advertisements because they were statements of
24 fact or descriptions of the value of Defendants' Paramedic Program education in California that
25 Defendants did not actually intend to provide, and were made in an effort to sell Defendants'
26 Paramedic Program to prospective students.

1 66. Defendants knew that the statements above were false and misleading at the time
2 they were made because Defendants previously enrolled hundreds of students at the San Diego
3 campus, and thousands of students throughout California, in the programs described herein. As a
4 result, Defendants knew that (1) the Paramedic Program in California took longer than 12 to 16
5 months to complete, (2) the instructors were unqualified, (3) there were insufficient contracts with
6 local hospitals for purposes of the Hospital Clinicals, (4) there were insufficient preceptors for
7 purposes of the Field Internship, (5) the Paramedic Program violated California regulations and
8 (6) there was no advantage for purposes of future employment with AMR.

9 67. Plaintiffs and members of the Class enrolled in Defendants' Paramedic Program for
10 the purpose of the timely completion of a legally compliant Paramedic Program and securing a job
11 as a licensed California EMT paramedic. The acts were thus material to Plaintiffs' and the
12 members of the Class' decision to enroll at Defendants' Paramedic Program in California, and
13 Plaintiffs and members of the Class justifiably relied upon the statements of Defendants.

14 68. Plaintiffs and members of the Class suffered harm as a proximate result of
15 Defendants' violations of the False Advertising Law.

16 69. WHEREFORE, Plaintiffs on behalf of themselves and on behalf of the members of
17 the Class pray for:

- 18 a. An order enjoining the unlawful practices described herein;
19 b. Restitutionary relief, including disgorgement of profits;
20 c. Any other relief that the Court deems proper.

THIRD CAUSE OF ACTION

(UNFAIR COMPETITION LAW – UNFAIR BUSINESS PRACTICES)

23 70. Plaintiffs incorporate by reference each and every allegation set forth above as if
24 fully stated herein.

25 71. Section 17200 of the California Business and Professions Code ("UCL") provides
26 that it is unfair competition to engage in any "unlawful, unfair, or fraudulent business act or
27 practice and unfair, deceptive, untrue or misleading advertising," and to engage certain acts that
28 are prohibited in the Business and Professions Code. Defendants violated Section 17200 of the

1 UCL pursuant to a fraudulent scheme and practice in recruiting and enrolling students into the
2 California Paramedic Program which included, without limitation, making false, deceptive and
3 misleading statements and representations on the NCTI website, California Course Catalog
4 and otherwise about the qualifications of its faculty, the state of its educational and training
5 equipment, the length time necessary to complete the Paramedic Program, the contracts
6 Defendants had with local hospitals for placement of students in connection with the Hospital
7 Clinical phase, the availability of field internships with AMR preceptors or otherwise, the
8 Paramedic Program's compliance with California law and the favorable outlook for future job
9 placement with AMR.

10 72. The above described acts were unfair business practices because they were
11 unethical, unscrupulous, oppressive, and substantially injurious to consumers such as Plaintiffs
12 and members of the Class.

13 73. Plaintiffs and members of the Class justifiably relied upon the publicly made and
14 advertised statements of Defendants when enrolling in Defendants' Paramedic Program in
15 California.

16 74. Plaintiffs and members of the Class suffered harm as a proximate result of
17 Defendants' violations of the UCL.

18 75. WHEREFORE, Plaintiffs on behalf of themselves and on behalf of the members of
19 the Class pray for:

- 20 a. An order enjoining the unlawful practices described herein;
21 b. Restitutionary relief, including disgorgement of profits;
22 c. Any other relief that the Court deems proper.

23 **FOURTH CAUSE OF ACTION**

24 **(UNFAIR COMPETITION - UNLAWFUL BUSINESS PRACTICES)**

25 76. Plaintiffs incorporate by reference each and every allegation set forth above as if
26 fully stated herein.

27 77. Section 17200 of the California Business and Professions Code ("UCL") provides
28 that it is unfair competition to engage in any "unlawful, unfair, or fraudulent business act or

1 practice and unfair, deceptive, untrue or misleading advertising,” and to engage certain acts that
2 are prohibited in the Business and Professions Code. Defendants violated Section 17200 of the
3 UCL pursuant to a fraudulent scheme and practice in recruiting and enrolling students into the
4 California Paramedic Program which included, without limitation, making false, deceptive and
5 misleading statements and representations on the NCTI website, California Course Catalog
6 and otherwise about the qualifications of its faculty, the state of its educational and training
7 equipment, the length time necessary to complete the Paramedic Program, the contracts
8 Defendants had with local hospitals for placement of students in connection with the Hospital
9 Clinical phase, the availability of field internships with AMR preceptors or otherwise, the
10 Paramedic Program’s compliance with California law and the favorable outlook for future job
11 placement with AMR.

12 78. The above described acts are unlawful because they are violations of California
13 law, and similar laws of other jurisdictions, including the CRLA, Cal. Civ. Code § 1780 *et seq.*,
14 California Regulations governing paramedic programs, 17 CCR § 100150, 17 CCR § 100152, 17
15 CCR § 100153 and the False Advertising Law, Cal. Civ. Code § 17500 *et seq.*, among others.

16 79. Plaintiffs and members of the Class justifiably relied upon the publicly made and
17 advertised statements of Defendants when enrolling in Defendants’ Paramedic Program in
18 California.

19 80. Plaintiffs and members of the Class suffered harm as a proximate result of
20 Defendants’ violations of the UCL.

21 81. WHEREFORE, Plaintiffs on behalf of themselves and on behalf of the members of
22 the Class pray for:

- 23 a. An order enjoining the unlawful practices described herein;
24 b. Restitutionary relief, including disgorgement of profits;
25 c. Any other relief that the Court deems proper.
26
27
28

1 **FIFTH CAUSE OF ACTION**

2 **(UNFAIR COMPETITION - FRAUDULENT BUSINESS PRACTICES)**

3 82. Plaintiffs incorporate by reference each and every allegation set forth above as if
4 fully stated herein.

5 83. Section 17200 of the California Business and Professions Code (“UCL”) provides
6 that it is unfair competition to engage in any “unlawful, unfair, or fraudulent business act or
7 practice and unfair, deceptive, untrue or misleading advertising,” and to engage certain acts that
8 are prohibited in the Business and Professions Code. Defendants violated Section 17200 of the
9 UCL pursuant to a fraudulent scheme and practice in recruiting and enrolling students into the
10 California Paramedic Program which included, without limitation, making false, deceptive and
11 misleading statements and representations on the NCTI website, California Course Catalog
12 and otherwise about the qualifications of its faculty, the state of its educational and training
13 equipment, the length time necessary to complete the Paramedic Program, the contracts
14 Defendants had with local hospitals for placement of students in connection with the Hospital
15 Clinical phase, the availability of field internships with AMR preceptors or otherwise, the
16 Paramedic Program’s compliance with California law and the favorable outlook for future job
17 placement with AMR.

18 84. The above statements were false because they were statements of fact or
19 descriptions of the value of Defendants’ Paramedic Program education in California that
20 Defendants did not actually intend to satisfy, and were made in an effort to sell Defendants’
21 Paramedic Program to prospective students. The fraudulent business practices were executed
22 with the intent to deceive Plaintiffs and members of the Class into enrolling at Defendants’
23 Paramedic Program in California.

24 85. Defendants knew that the statements above were false and misleading at the time
25 they were made because Defendants previously enrolled hundreds of students at the San Diego
26 campus, and thousands of students throughout California, in the programs described herein. As a
27 result, Defendants knew that the Paramedic Program in California took longer than 12 to 16
28 months to complete, the instructors were unqualified, there were insufficient contracts with local

1 hospitals for purposes of the Hospital Clinicals, there were insufficient preceptors for purposes of
2 the Field Internship, the Paramedic Program violated California law and there was no advantage
3 for purposes of future employment with AMR.

4 86. Plaintiffs and members of the Class justifiably relied upon the publicly made and
5 advertised statements of Defendants when enrolling in Defendants' Paramedic Program in
6 California.

7 87. Plaintiffs and members of the Class suffered harm as a proximate result of
8 Defendants' violations of the UCL.

9 88. WHEREFORE, Plaintiffs on behalf of themselves and on behalf of the members of
10 the Class pray for:

- 11 a. An order enjoining the unlawful practices described herein;
- 12 b. Restitutionary relief, including disgorgement of profits;
- 13 c. Any other relief that the Court deems proper.

14 **SIXTH CAUSE OF ACTION**

15 **(FRAUDULENT MISREPRESENTATION)**

16 89. Plaintiffs incorporate by reference each and every allegation set forth above as if
17 fully stated herein.

18 90. Plaintiffs and members of the Class are entitled to a measure of damages for
19 common law fraud under the California Civil Code for the fraud described above.

20 91. The fraudulent misrepresentations that were made to Plaintiffs and all members of
21 the Class by Defendants include, but are not limited to, making false, deceptive and misleading
22 statements and representations on the NCTI website, California Course Catalog and otherwise
23 about the qualifications of the Paramedic Program's faculty, the state of its educational and
24 training equipment, the length time necessary to complete the Paramedic Program, the contracts
25 Defendants had with local hospitals for placement of students in connection with the Hospital
26 Clinical phase, the availability of field internships with AMR preceptors or otherwise, the
27 Paramedic Program's compliance with California law and the favorable outlook for future job
28 placement with AMR.

1 92. Defendants knew that the above statements were false and misleading at the time
2 they were made because Defendants previously enrolled hundreds of students at the San Diego
3 campus, and thousands of students throughout California, in the programs described herein. As a
4 result, Defendants knew that the Paramedic Program in California took longer than 12 to 16
5 months to complete, the instructors were unqualified, there were insufficient contracts with local
6 hospitals for purposes of the Hospital Clinicals, there were insufficient preceptors for purposes of
7 the Field Internship, the Paramedic Program violated California law and there was no advantage
8 for purposes of future employment with AMR.

9 93. As described with specificity above, Defendants knew the falsity of their
10 representations, and they were made with the intent to deceive Plaintiffs and members of the Class
11 into enrolling at Defendants' Paramedic Program in California. The acts were material to
12 Plaintiffs' and members of the Class' decision to enroll at Defendants' Paramedic Program in
13 California, and Plaintiffs and members of the Class justifiably relied upon the statements of
14 Defendants.

15 94. Plaintiffs and members of the Class suffered harm as a proximate result of
16 Defendants' fraudulent acts.

17 95. WHEREFORE, Plaintiffs and members of the Class are entitled to:
18 a. General damages;
19 b. Special damages in an amount according to proof;
20 c. An order enjoining the unlawful practices described herein;
21 d. Punitive damages;
22 e. Reasonable attorneys' fees and costs; and
23 f. Any other relief that the Court deems proper, or available for common
24 law fraud in other jurisdictions.

25 **SEVENTH CAUSE OF ACTION**

26 **(NEGLIGENT MISREPRESENTATION)**

27 96. Plaintiffs incorporate by reference each and every allegation set forth above as if
28 fully stated herein.

1 97. Defendants made misrepresentations to Plaintiffs and all members of the Class
2 including, but not limited to, misrepresentations on the NCTI website, California Course
3 Catalog and otherwise about the qualifications of Paramedic Program's faculty, the state of its
4 educational and training equipment, the length time necessary to complete the Paramedic Program,
5 the contracts Defendants had with local hospitals for placement of students in connection with the
6 Hospital Clinical phase, the availability of field internships with AMR preceptors or otherwise, the
7 Paramedic Program's compliance with California law and the favorable outlook for future job
8 placement with AMR.

9 98. Plaintiffs and members of the Class are entitled to a measure of damages for
10 negligent misrepresentation under California law because Defendants knew or should have known
11 that the above representations were false. Defendants previously enrolled hundreds of students at
12 the San Diego campus, and thousands of students throughout California, in the programs described
13 herein and knew the actual rate of placement, knew or should have known that the Paramedic
14 Program in California took longer than 12 to 16 months to complete, the instructors were
15 unqualified, there were insufficient contracts with local hospitals for purposes of the Hospital
16 Clinicals, there were insufficient preceptors for purposes of the Field Internship, the Paramedic
17 Program violated California law and there was no advantage for purposes of future employment
18 with AMR.

19 99. As described with specificity above, Defendants knew or should have known these
20 representations were misleading or false. The representations were material to Plaintiffs' and
21 members of the Class' decision to enroll in Defendants' Paramedic Program in California, and
22 Plaintiffs and members of the Class justifiably relied upon the statements of Defendants.

23 100. Plaintiffs and members of the Class have suffered harm as a proximate result of
24 Defendants' negligent misrepresentations.

25 101. WHEREFORE Plaintiffs and members of the Class are entitled to:

- 26 a. General damages;
- 27 b. Special damages in an amount according to proof;
- 28 c. An order enjoining the unlawful practices described herein;

- d. Punitive damages;
- e. Reasonable attorneys' fees and costs; and
- f. Any other relief that the Court deems proper.

EIGHTH CAUSE OF ACTION

(BREACH OF CONTRACT)

102. Plaintiffs incorporate by reference each and every allegation set forth above as if fully stated herein.

103. Plaintiffs and members of the Class entered into the Paramedic Program Student Agreement.

104. Plaintiffs and members of the Class did all, or substantially all, of the significant things that the Paramedic Program Student Agreement required them to do and/or they were excused from doing those things. Moreover, all conditions required by the Paramedic Program Student Agreement for Defendants' performance had occurred and/or were excused.

105. Defendants breached the Paramedic Program Student Agreement by failing to perform in accordance with its terms and provisions.

106. As a proximate result, Plaintiffs and members of the Class have been harmed by Defendants' breach.

107. WHEREFORE Plaintiffs and members of the Class are entitled to:

- a. General damages;
- b. Special damages in an amount according to proof;
- b. Interest on such damages;
- c. Reasonable attorneys' fees and costs; and
- d. Any other relief that the Court deems proper.

NINTH CAUSE OF ACTION

(BREACH OF IMPLIED COVENANT)

108. Plaintiffs incorporate by reference each and every allegation set forth above as if fully stated herein.

1 109. Plaintiffs and members of the Class entered into the Paramedic Program Student
2 Agreement in California.

3 110. California law implies a covenant of good faith and fair dealing in all contracts
4 between parties entered into in the State of California.

5 111. Plaintiffs and members of the Class did all, or substantially all, of the significant
6 things that the Paramedic Program Student Agreement required them to do and/or they were
7 excused from doing those things. Moreover, all conditions required by the Paramedic Program
8 Student Agreement for Defendants' performance had occurred and/or were excused.

9 112. Defendants unfairly interfered with Plaintiffs' and members of the Class' rights to
10 receive the benefits of the Paramedic Program Student Agreement.

11 113. As a result of the actions of Defendants, Defendants have violated the implied
12 covenant of good faith and fair dealing contained in the Paramedic Program Student Agreement as
13 against said Plaintiffs and members of the Class, and as a result, Plaintiffs and members of the
14 Class are entitled to damages as prayed.

15 114. The actions of said Defendants as described above in violation of the implied
16 covenant of good faith and fair dealing have caused the Plaintiffs and members of the Class to
17 suffer damages.

18 115. WHEREFORE Plaintiffs and members of the Class are entitled to:

- 19 a. General damages;
- 20 b. Special damages in an amount according to proof;
- 21 b. Interest on such damages;
- 22 c. Reasonable attorneys' fees and costs; and
- 23 d. Any other relief that the Court deems proper.
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DEMAND FOR JURY TRIAL

Plaintiffs and members of the Class hereby request a trial by jury of all issues triable by jury.

DATED: November 13, 2014

STUEVE SIEGEL HANSON LLP

By: 

Jason S. Hartley
Jason M. Lindner
Attorneys for Plaintiffs

EXHIBIT A

Be-A-Medic.com



National College of Technical Instruction
Course Catalog
California

(Revised: November 2008)



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National College of Technical Instruction

Administrative Office

333 Sunrise Avenue, Suite 500, Roseville, California 95661
(916) 960-6284 Fax (916) 960-6296 Toll Free (888) 609-6284

Lawson E. Stuart, RN, MBA, MICP
Executive Director

28 Years, Prehospital Emergency Care
26 Years, EMS Education
23 Years, EMS Administration

Mary Burghgraef
Business Manager

21 Years, Business Administration
6 Years, EMS Educational Administration
21 Years, Healthcare Management

National College of Technical Instruction

is owned and operated by American Medical Response, Inc., and is the managing affiliate of the
College of Emergency Services

MISSION STATEMENT

NCTI is dedicated to the delivery of high-quality education in the field of Emergency Medical Services (EMS). Its staff and faculty partner with students to achieve academic success. Programs are designed to prepare students to function as qualified entry-level healthcare professionals, providing the cognitive, psychomotor and affective skills necessary to successfully qualify for standardized certification and licensing examinations for EMS personnel throughout the United States.

LOCATION / FACILITIES

Roseville Campus / Administrative Offices *

333 Sunrise Avenue, Suite 500
Roseville, CA 95661
Phone: 916.960.6284 toll free: 888.609.6284
Fax: 916.960.6296

[Click here for map](#)

Maximum Facility Capacity: 236
Maximum Classroom 1 Capacity: 42
Maximum Classroom 2 Capacity: 36
Maximum Classroom 3 Capacity: 16
Square Footage: 16,474

Santa Barbara Campus *

240 East Highway 246, Suite 200
Buellton, CA 93427

[Click here for map](#)

Maximum Facility Capacity: 115
Maximum Classroom 1 Capacity: 50
Maximum Classroom 2 Capacity: 30
Square Footage: 4,400

Livermore Campus *

7543 Southfront Road
Livermore, CA 94551

[Click here for map](#)

Maximum Facility Capacity: 250
Maximum Classroom 1 Capacity: 44
Maximum Classroom 2 Capacity: 44
Maximum Classroom 3 Capacity: 44
Square Footage: 8380

South Bay (Milpitas) Campus

777 South Main Street
Milpitas, CA 95035

[Click here for map](#)

Maximum Facility Capacity: 64
Maximum Classroom 1 Capacity: 24
Square Footage: 1200

Hercules Campus

1477 Willow Avenue
Hercules, CA 94572

[Click here for map](#)

Maximum Facility Capacity: 150
Maximum Classroom 1 Capacity: 40
Square Footage: 4500

Riverside Campus

1737 Atlanta Avenue, #H 3-A
Riverside, CA 92507

[Click here for map](#)

Maximum Facility Capacity: 47
Maximum Classroom 1 Capacity: 30
Maximum Classroom 2 Capacity: 17
Square Footage: 3,978

San Diego Campus

8808 Balboa Avenue, Suite 150
San Diego, CA 92123

[Click here for map](#)

Maximum Facility Capacity: 47
Maximum Classroom 1 Capacity: 36
Maximum Classroom 2 Capacity: 12
Square Footage: 2,950

Siskiyou Campus**

800 College Avenue
Weed, CA 92507

[Click here for map](#)

Maximum Facility Capacity: 36
Maximum Classroom 1 Capacity: 36
Maximum Classroom 2 Capacity: 18
Square Footage: 4,000

*** Campus eligible for VA Benefits**

**** Campus is a CA Community College**
(See COS catalog for program details)

All NCTI facilities meet the fire and life safety standards as outlined in the 1989 Uniform Fire Code, as well as local jurisdictional requirements.

OPERATING SCHEDULE

NCTI's administrative offices are open Monday through Friday from 8:30 a.m. to 4:30 p.m. Staff and/or faculty members are available to answer questions and process enrollments.

Class hours are 7:30 a.m. to 10:30 p.m., Monday - Friday, and Saturdays 8:00 - 5:00. Depending on the class schedule, instruction may be all day, part of the day, or evenings, and many include Saturday sessions. Generally, instructors are available on weekdays. However, if you have questions or problems with your classes or schedule, please contact the Business Office or Registration Office at (916) 960-6284, NCTI has voice mail capability for after-hours messages.

NCTI observes the following holidays (no courses conducted and the administrative offices are closed): New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following Thanksgiving, and Christmas Day. Courses are not usually scheduled between Christmas and New Year's Day.

APPROVAL DISCLOSURE STATEMENT

National College of Technical Instruction (NCTI), 333 Sunrise Ave., Suite 500, Roseville, CA 95661 is approved by the State of California, Emergency Medical Services Authority. This approval means the institution complies with minimum standards established under applicable law for the operation of EMS and paramedic occupational instruction. It does not however imply any endorsement or recommendation by the state. Approval must be renewed periodically as required and is subject to continuing review. Approved are the following courses:

**EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC
(EMT-P) – 1096-1336 Hours**

**EMERGENCY MEDICAL TECHNICIAN –
INTERMEDIATE
(EMT-I) – 128 Hours**

**EMERGENCY MEDICAL TECHNICIAN – BASIC
(128 Hours)**

**EMERGENCY MEDICAL TECHNICIAN – BASIC
REFRESHER
(24 Hours)**

**EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC
REFRESHER
(48- 72 Hours)**

**911 EMERGENCY DISPATCH COMMUNICATIONS
(256 Hours)**

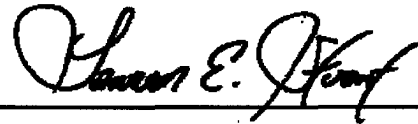
Prospective enrollees are encouraged to visit the physical facilities of the school and to discuss personal educational and occupational plans with the school personnel prior to enrolling or signing enrollment agreements. This school's programs currently do not qualify for federal student financial aid, though from time to time other private sponsorship or scholarship programs are available from EMS employers, including NCTI's parent organization – American Medical Response. In some locations, grant funding is periodically available to qualified individuals to pay for or assist with tuition and/or fees.

Students with complaints should communicate verbally or in writing to any instructor, administrator, admissions personnel, or counselor. Formal complaints submitted in writing will receive a written response from the Institute Director, within 21 business days of the institution receiving the complaint. The student's participation in the

complaint procedure and the disposition of a student's complaint shall not limit or waive any of the student's rights or remedies.

Unresolved complaints may be directed to the State of California, Department of Consumer Affairs in Sacramento, CA (www.dca.gov)

"All information in the content of this school catalog is deemed current and correct as of the date of revision, and is so certified."



**Lawson E. Stuart, RN, MBA, MICP
President, Executive Director**

REGULATORY OVERSIGHT

The Local Emergency Medical Services Agency (LEMSA) approving authority for NCTI in the State of California is the Sierra-Sacramento Valley EMS Agency, Rocklin, CA. (www.ssvems.com)

DISCRIMINATION

NCTI, its staff and instructors do not discriminate on the basis of race, ethnicity, gender, sexual preference or disability. Discrimination or acts of discrimination on the part of any student will not be tolerated.

STUDENT CONDUCT

At the discretion of the school administration, a student may be dismissed from school for any of the following:

- Serious incident or repeated incident of an intoxicated or drugged state of behavior
- Possession of drugs or alcohol upon school premises
- Possession of weapons upon school premises
- Behavior creating a safety hazard to other persons at school
- Dishonesty pertaining to investigations, documentation, examinations, quizzes or testing events
- Disobedient or disrespectful behavior to other students, administrators, or faculty members
- Serious disruption of the class and failure to modify behavior when requested
- Falsification of documents

- Any other stated or determined infraction of conduct.

STUDENT DRESS CODE

Paramedic Program - Students are responsible for purchasing uniforms for the program. A uniform specification sheet will be provided with the student enrollment agreement once accepted into the program. If the uniform is ordered from an NCTI-recommended supplier, the cost usually does not exceed \$200.

EMT – Intermediate, EMT – Basic and 911 Dispatch students are required to wear the uniform shirt provided on the first day of class. Students should attend class in appropriate dress as required by the instructor. Students must wear shirts and shoes at all times, and may not wear T-shirts containing offensive or objectionable pictures or words.

CERTIFICATES OF COMPLETION

Upon satisfactory completion of all phases of the training course, including such testing as may be required by the institution, a certificate or course completion will be issued in the name of the student, bearing the official name and insignia of the institution where the course was completed. All tuition and fees must be paid in full in order to receive completion certificates.

This certificate serves only as evidence that all aspects of training set forth by the institution have been completed. It is not intended or implied that the certificate of course completion in any way licenses the student to perform the prescribed skills.

Courses of training which prepare the student for professional licensing or certification will be labeled as such in the school catalog.

ASSOCIATE OF SCIENCE DEGREE (A.S.)

NCTI maintains a formal articulation and consortium agreement with the College of the Siskiyous (COS) in Weed, California, through which students have the opportunity to obtain college credits and/or earn an Associate of Science (A.S.) degree. This opportunity is available to all graduates of any California NCTI paramedic program. Because NCTI provides the on-campus paramedic program at COS utilizing consistent curriculum, an agreement was established to allow graduates from other NCTI campuses in California, upon presentation of their NCTI course completion certificate, to obtain the same community college credits for the

didactic and lab phase of training as would be issued to a student who trained directly at COS through NCTI. (Approximately 24-30 units). By completing or transferring in additional units of *general education* and satisfaction of all other COS graduation requirements, students can obtain an A.S. degree. COS also requires, by campus policy, that a minimum number of credits within the degree (approximately 12 total) must be completed "in residence" at COS. By definition that means either courses physically taken in-person at the COS campus, or by taking on-line courses offered directly from the COS website. This makes it possible for NCTI graduates to earn credits and/or obtain the A.S. degree without ever physically being present at the COS campus. COS charges NCTI students separate fees for this opportunity in accordance with a current established fee schedule. (*The COS fee-per-unit is \$20 and the entire degree cost is estimated to be \$800 – \$1,200, depending upon the amount of related coursework already completed by the applicant.*) More information is available by contacting the NCTI administrative office or through COS directly at (530) 938-5512 or online at: www.siskiyous.edu.

PLACEMENT ASSISTANCE

While NCTI does not have an active Placement Office and does not represent itself as offering active placement assistance, the Programs Administrator, the instructors and the staff are available at any time to provide information on jobs available in the area. It is also important to note that graduation from NCTI courses will be looked upon favorably in job applications and interviews with American Medical Response – NCTI's parent organization. However, no expressed or implied guarantee of placement is made by NCTI or any of its representatives.

STUDENT SERVICES

Counseling: Students are encouraged to seek the counseling services of any instructor, or the Institute Director. Counseling issues may include anything that impedes the student's success or potential success in the program. The Institute Director is also available for answering generalized questions about potential success in the program potential employment and / or employers in the EMS industry.

STUDY PRACTICES

NCTI acknowledges the fact the programs offered are extremely challenging academic undertakings. Students need to dedicate many hours on a routine basis to study time outside the classroom. Typical expectation is two hours of study for every one hour of classroom time. Students are also encouraged to group together for study purposes, which often facilitate semi-structured study time and present an opportunity to challenge and be challenged by fellow students. Equipment, supplies and classroom space are available for practice outside the normal labs if an NCTI instructor is present throughout the practice session.

RECORDS RETENTION

Enrollees are advised and cautioned that state law requires this educational institution to maintain school and student records for only a (5) five-year period. These records are maintained at the main campus: 333 Sunrise Avenue, Suite 500, Roseville, CA 95661. Students may request copies of records, in writing, within that five year period of time. A copy or records fee may apply.

ENGLISH AS A SECOND LANGUAGE

National College of Technical Instruction does not provide instruction for English as a Second Language (ESL).

SPECIAL NEEDS

National College of Technical Instruction will provide reasonable and appropriate accommodations for students with documented disabilities. In accordance with the Americans with Disabilities Act (ADA), it is the student's responsibility to notify NCTI, in writing, of any diagnosed disabilities along with the appropriately prescribed accommodations requested. This documentation must be provided at the time of enrollment and at least 15 business days prior to the first day of the program or course.

Publishes its academic calendar online and it is available at all times on www.ncti-online.com.

MAXIMUM NUMBER OF ENROLLEES

Location	Paramedic	EMT-I	EMT-B	911 Dispatch
Roseville	42	N/A	28	15
Livermore	44	N/A	28	n/a
S. Bay	26	N/A	N/A	N/A
Hercules	40	N/A	N/A	N/A
Santa Barbara	40	N/A	N/A	N/A
Riverside	30	N/A	N/A	N/A
Siskiyou	36	N/A	N/A	N/A

VETERANS ADMINISTRATION

The **EMT Paramedic** program offered by National College of Technical Instruction is accredited by the Commission on the Accreditation of Allied Health Education Programs, a nationally recognized accrediting association, effective October 2003, and is approved by the Veteran Administration for educational benefits. The **EMT Basic**, a non-accredited program, is approved by the Veterans Administration for education benefits. The EMT Intermediate, 911 Emergency Dispatch Communication and the EMT Basic Recertification are not approved by the Veterans Administration for education benefits.

EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC (EMT-P)

Instructional Faculty

Instructional faculty members employed by NCTI are properly-qualified by professional EMS experience and additional education relating to instructional methodologies. NCTI selects instructors carefully and recognizes the key role they play in imparting academic information in an organized format that progressively builds toward student success. Certain NCTI programs that are accredited by national programmatic accrediting bodies require even more stringent standards for the selection of qualified instructors.

Course Description

This course fulfills all of the training requirements set forth by the State of California for Emergency Medical Technician Paramedics (EMT - P). The paramedic program is an interactive, hands-on experience. All students are expected to participate to enhance the overall education in both skills and lectures. Upon successful completion of this course, students will be eligible to take the National Registry exam (as well as any state-sponsored exam in non-National Registry states), the final step toward licensure as a paramedic in the State of California. This licensure can lead to employment in a wide range of job opportunities, to include: Ambulance Paramedic, Firefighter Paramedic, Emergency Room Technician, private industry paramedic, special functions standby paramedic (i.e. concerts, sporting events, state and county fairs, etc.) and others.

The program consists of four component parts described as follows:

SEMESTER A:

1st Half of Didactic Phase (228 Hrs)

SEMESTER B

2nd Half of Didactic Phase (228 Hrs)

SEMESTER C

Hospital Clinicals (160 Hrs) &
1st 25% of Field Internship (120 Hrs)

SEMESTER D

Remaining 75% of Field Internship
(360 – 480 Hrs)

Schedule of Training

NCTI begins a new paramedic program approximately every 3 months.

Didactic Phase – Scheduled as two (2), eight (8) hour instructional days per week.

Hospital Clinical Phase – Scheduled according to hospital availability, and typically consists of 2-3 days per week, pre-scheduled 8, 10 or 12-hour shifts, for a period of 8-12 weeks. Students must be available for any scheduling possibilities during this portion of the program.

Field Internship Phase – Scheduled according to ALS provider agency availability, and typically consists of 2-3 days per week, pre-scheduled 8, 10, 12 or 24-hour shifts, for a period of 16-20 weeks. Students must be available for any scheduling possibilities during this portion of the program.

General Education Phase – This is optional if students are pursuing the associate's degree path. Courses are available on-line through a variety of sources and recognized testing agencies and can be completed concurrently or after completion of the paramedic training program.

Course Completion & Grading

Completion of the EMT-P program at NCTI is subject to the following criteria:

1. Successful completion of all section MAJOR exams. Maintaining a 75% grade point average (GPA). Completion of the course FINAL exam with a minimum grade of 75%.
2. Active participation in practice sessions and successful completion of all SKILLS EXAMS, rated on a "Pass / Fail" basis.
3. Active participation in and successful completion of ACLS, PALS, PEPP, AMLS and ITLS, according to the pre-set guidelines of the course.
4. Compliance with all attendance requirements.

Grading

Excellent	93% - 100%	A
Above Average	83% - 92%	B
Average	75% - 82%	C
Unsatisfactory	< 75%	F

Condition for Re-Enrollment

Request for re-enrollment will be approved only after evidence is shown to the director's approval that conditions which caused the interruption for unsatisfactory progress have been rectified, or are unlikely to reoccur.

Attendance Expectations

Students must attend at least 432 of the 456 hours of classroom time during the Didactic phase of training. Students will be assigned make-up work for all classroom hours missed (usually in the form of written essays on the topics missed during the absence); however make-up work will not be accepted or counted as hours of class attendance.

Tardiness is a disruption of a good learning environment and is discouraged. Any student arriving to class more than 5 minutes tardy will be docked one hour of class attendance.

Leave of Absence requests will be considered and such requests may be granted to students at the discretion of the Institute Director and the Primary Instructor.

Students are expected to attend classes as scheduled as they would be expected to be present for work. Absence and tardiness will be recorded at each class and the instructor will counsel students demonstrating attendance problems. Students failing to maintain satisfactory attendance, by missing more than 24 hours of didactic classroom time will be dropped from the program.

To Qualify for Admission

Applicants must be at least 18 years of age and possess a high school diploma or GED equivalent. Applicant must also have an EMT-Basic or EMT-Intermediate certification that is current or has expired less than 12 months prior to the start date of the program, and must have a current CPR card. Students who are accepted into the program must have proof of completing and passing an approved Anatomy and Physiology course within the past five (5) years prior to the first day of class. NCTI offers a five-day accelerated Anatomy & Physiology course which fulfills this pre-requisite. Students who take the Anatomy & Physiology course at a different school can submit the course syllabus for approval.

Desirable Qualifications

Prior experience as an EMT-Basic or EMT-Intermediate with an ambulance or fire service provider agency is preferred, but not required.

How & When to Apply

NCTI conducts entrance exams several times each year for each paramedic program. Entrance exams are held approximately three to four (3-4) months prior to the program start date. The number of students accepted into each program is dependent on the site location.

NCTI also accepts alternates per program, provided students have both passed the entrance exam and submitted a complete application packet. Students will not be accepted without a completed application packet. Students may contact the Registration Office during regular business hours to request an application, or refer to our website at: www.ncti-online.com.

Course Charges & Fees

Registration Fee (non-refundable)	\$75.00
Tuition Costs	\$7,162.00
Insurance	\$395.00
Equipment	\$850.00
FISDAP Software	\$75.00
Clinical Scrubs	\$50.00
Background Check	\$143.00
TOTAL	\$8,750.00

There may also be a fee of approximately \$1,000 that must be paid to most ALS provider agencies for the field internship portion of the training. These fees are usually paid by the agency to the approved field preceptors that supervise that phase of the training.

Additional Course Fees & Texts

Students are responsible for purchasing required uniforms and textbooks for this paramedic program. A list of uniforms and textbooks will be provided with the student enrollment agreement once accepted into the program. Textbooks ordered through the NCTI Bookstore at www.ncti-online.com usually do not exceed \$650.00.

Uniforms, if purchased through an NCTI-suggested provider, usually do not exceed \$200.00.

Tuition Policy

Student's contracts indicate the payment schedule for tuition and fees.

Cancellation

A student may terminate enrollment by presenting in person or by mailing a signed and dated copy of the "Notice of Cancellation" to the:

Business Manager, NCTI
333 Sunrise Avenue #500
Roseville, CA 95661

The effective date of cancellation is the date postmarked. Any refunds due will be made by the school within 30 days of cancellation.

Refunds & Refund Period

An enrollee may cancel enrollment up through midnight of the fifth (5th) business day after the first class day and receive a full refund of all monies paid, less the registration fee. Equipment, supplies, materials, etc. (if distributed by NCTI) must be returned if in new and usable condition.

Course Withdrawal

If a student withdraws prior to completion of the course per state requirements, the refund shall be in the amount the student paid, less hours of instruction, registration fee, equipment, books, insurance, supplies and material charges owed. The refund policy and examples of how it is applied can be found in the enrollment agreement.

Granting of Credit

Upon enrollment, the student will be asked to list any previous education, training, or experience in the *exact* area of training for which they are enrolled. If it is recent enough, sufficiently thorough and relevant, and if it can be demonstrated that all required content has been taught and tested, appropriate credit may be allowed at the sole discretion of the school administration. The course length may be shortened, however no fee adjustment will be made since course credit is being granted. The student's records will document any such action taken.

Licensure Training

Re-licensure of Paramedics of the State of California requires 48 hours of Continuing Education and a recertification fee every two years (the National Registry requires 72 hours nationally). NCTI offers numerous courses applicable for portions of those hours required for re-licensure, including Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Pediatric Education for Pre-hospital Paramedics (PEPP), Advanced Medical Life Support (AMLS), International Trauma Life Support (ITLS) and Pre-hospital Case Reviews. Continuing Education Certificates are provided upon successful completion of these courses. NCTI also provides complete refresher training programs (in some locations) for National Registry renewal.

National Registry Exam

After receiving a course completion certificate from an approved paramedic program in California, an individual must take and pass the National Registry exam for paramedics. NCTI administers this exam for any qualified candidate multiple times each year (in certain locations). Skills labs in the didactic training are designed to prepare the students for successful completion of the skills portion of this exam and NCTI typically offers a National Registry Prep Course to assist candidates in preparing for the computer adaptive test (CAT) which has replaced the NREMT written exam.

Paramedic Licensing

Final paramedic licensure in the State of California is through the State Emergency Medical Services Authority, headquartered in Sacramento, CA.

EMERGENCY MEDICAL TECHNICIAN – INTERMEDIATE (EMT- I)

Instructional Faculty

Instructional faculty members employed by NCTI are properly-qualified by professional EMS experience and additional education relating to instructional methodologies. NCTI selects instructors carefully and recognizes the key role they play in imparting academic information in an organized format that progressively builds toward student success. Certain NCTI programs that are accredited by national programmatic accrediting bodies require even more stringent standards for the selection of qualified instructors.

Course Description

This course fulfills all of the training requirements set forth by the State of California for Emergency Medical Technician – Intermediates (EMT-I). The EMT-Intermediate program is an interactive, hands-on experience. All students are expected to participate to enhance the overall education in both skills and lectures. Upon successful completion of this course, students will be eligible to take the National Registry exam (as well as any state-sponsored exam in non-National Registry states), the final step toward certification as an Intermediate in the State of California. This certification can lead to employment in a wide range of job opportunities, to include: Ambulance Intermediate, Firefighter Intermediate, Emergency Room Technician, private industry Intermediate, special functions standby Intermediate (i.e. concerts, sporting events, state and county fairs, etc.) and others.

Schedule of Training

NCTI begins a new EMT-Intermediate program at the Roseville, CA campus infrequently and only as needed & scheduled. NCTI can, upon sufficient group request, offer an accelerated program (Monday-Friday, 8-5 until all course hours are satisfied).

Didactic Phase – Scheduled as two, 4-hour instructional evenings per week and one 8-hour session on Saturday, for 8 weeks.

Hospital Clinical Phase – Scheduled according to hospital availability, and typically consists of pre-scheduled 8, 10 or 12-hour shifts, arranged

concurrently with didactic class sessions. Students must be available for any scheduling possibilities during this portion of the program.

Field Internship Phase – Scheduled according to ALS provider agency availability, and typically consists of pre-scheduled 8, 10, 12 or 24-hour shifts. Students must be available for any scheduling possibilities during this portion of the program.

Course Completion & Grading

Completion of the EMT-I program at NCTI is subject to the following criteria:

1. Successful completion of all major exams. Maintaining a 75% grade point average (GPA).
2. Completion of the course FINAL exam with a minimum grade of 75%.
3. Active participation in practice sessions and successful completion of all SKILLS EXAMS, rated on a "Pass / Fail" basis.
4. Compliance with all attendance requirements.

Grading

Excellent	93% - 100%	A
Above Average	83% - 92%	B
Average	75% - 82%	C
Unsatisfactory	< 75%	F

Condition for Re-Enrollment

Request for re-enrollment will be approved only after evidence is shown to the director's approval that conditions which caused the interruption for unsatisfactory progress have been rectified, or are unlikely to reoccur.

Attendance Expectations

Students must attend at least 184 of the 200 hours of classroom time during the Didactic phase of training. Students will be assigned make-up work for all classroom hours missed (usually in the form of written essays on the topics missed during the absence); however make-up work will not be accepted or counted as hours of class attendance.

Tardiness is a disruption of a good learning environment and is to be discouraged. Any student arriving to class more than 5 minutes tardy will be docked one hour of class attendance.

Leave of Absence requests will be considered and such requests may be granted to students at the discretion of the Institute Director with input from the Primary Instructor.

Students are expected to attend classes as scheduled as they would be expected to be present for work. Absence and tardiness will be recorded at each class and the instructor will counsel students demonstrating attendance problems. Students failing to maintain satisfactory attendance, and at the time that a student misses more than 16 hours of didactic classroom time will be dropped from the program.

To Qualify for Admission

Applicants must be at least 18 years of age and possess a high school diploma or GED equivalent. Applicant must also have an EMT-Basic or EMT-Intermediate certification that is either current or has expired less than 12 months prior to the start date of the program, and must have a current CPR card.

Desirable Qualifications

It is desirable for students to possess a general knowledge of anatomy & physiology, and first aid, and the ability to handle stressful situations; a desire to help people during medical emergencies; Interest /ability to devote time and attention to academic studies. Prior experience as an EMT-Basic with an ambulance or fire service provider agency is preferred, but not required.

How & When to Register

Visit the business office during regular business hours (Monday – Friday, 8:30 a.m. – 4:30 p.m.) or go on-line to www.ncti-online.com to register and reserve space in the next available class. Class size is limited to classroom size restrictions and enrollment is offered to interested and qualified candidates on a first-come, first-served basis. Applicants must submit a complete application packet prior to the first class session. Contact the Registration Office during regular business hours to obtain a registration form and enrollment agreement.

Course Charges & Fees

Registration Fee (not refunded)	\$100.00
Tuition Costs	\$2,010.00
Insurance	\$175.00
Textbooks	\$285.00
Syllabus	\$125.00
Uniforms	N/C
TOTAL	\$2,695.00

Tuition Policy

Student enrollment agreements indicate the payment schedule for tuition and fees. Fees are to be paid as per the requirements of the agreement and prior to the first day of class.

Cancellation

A student may terminate enrollment by presenting in person or by mailing a signed and dated copy of the "Notice of Cancellation" or any other written and signed to the Business Manager, National College of Technical Instruction, 333 Sunrise Avenue #500, Roseville, CA 95661. The effective date of cancellation is the date postmarked. Any refunds due will be made by the school within 30 days of cancellation.

Refunds & Refund Period

An enrollee may cancel enrollment up through midnight of the third (3rd) class day and receive a full refund of all monies paid, less registration and textbooks fees. Equipment, supplies, materials, etc. (if distributed by NCTI) must be returned if in new and usable condition.

Materials

Once purchased and opened, texts and other materials are the property of the student.

Course Withdrawal

If a student withdraws prior to completion of the course per state requirements, the refund shall be in the amount the student paid, less hours of instruction, equipment, books, insurance, supplies and material charges owed. The refund policy and examples of how it is applied can be found in the enrollment agreement.

Granting of Credit

Upon enrollment, the student will be asked to list any previous education, training, or experience in the *exact* area of training for which they are enrolled. If it is recent enough, sufficiently thorough and relevant, and if it can be demonstrated that all required content has been taught and tested, appropriate credit may be allowed at the sole discretion of the school administration. The course length may be shortened, however no fee adjustment will be made since course credit is being granted. The student's records will document any such action taken.

Challenging the EMT – Intermediate Course

State law allows provisions for certain individuals to challenge the EMT-Intermediate course. To be eligible, challenge candidates must possess current licensure or certification as one of the following:

- MD, RN, PA, EMT-P or a member of the Armed Forces with training comparable to USDOT standards for EMT-Intermediates

Candidates meeting the above criteria may request a course challenge, which will consist of the following:

- Successful completion of the NCTI EMT-Intermediate written final exam with a minimum score of 75%
- Successful completion of the NCTI EMT-Intermediate skills exam with a rating of "Pass" in all areas.

Course completion certificates provided upon successful completion will state "BY CHALLENGE" on the face of the certificate. The individual may then elect to take the National Registry exam or pursue certification through a local EMS agency in California.

Recertification Training

Recertification of EMT – Intermediates in the State of California requires 24 hours of Continuing Education and a recertification fee every two years (the National Registry requires 72 hours nationally). NCTI offers numerous courses applicable for portions of those hours required for recertification, including Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Pediatric Education for Pre-hospital Intermediates (PEPP), Advanced Medical Life Support (AMLS), Intermediate Trauma Life Support (BTLS) and Pre-hospital Case Reviews. Continuing Education Certificates are provided upon successful completion of these courses. NCTI also provides complete refresher training programs (in certain locations) for National

Registry renewal.

National Registry Exam

After receiving a course completion certificate from an approved EMT-Intermediate program in California, an individual must take and pass the National Registry exam for EMT-Intermediates. NCTI administers this exam for any qualified candidate multiple times each year (in certain locations). Skills labs in the didactic training are designed to prepare the students for successful completion of the skills portion of this exam and NCTI typically offers a National Registry Prep Course to assist candidates in preparing for the computer adaptive test (CAT) which has replaced the NREMT written exam.

EMT – Intermediate Certification

Final EMT-Intermediate certification in the State of California is through the Local Emergency Medical Services Agency (LEMSA), head-quartered in each county.

EMERGENCY MEDICAL TECHNICIAN – BASIC (EMT- B)

Instructional Faculty

Instructional faculty members employed by NCTI are properly-qualified by professional EMS experience and additional education relating to instructional methodologies. NCTI selects instructors carefully and recognizes the key role they play in imparting academic information in an organized format that progressively builds toward student success. Certain NCTI programs that are accredited by national programmatic accrediting bodies require even more stringent standards for the selection of qualified instructors.

Course Description

This course fulfills all of the training requirements set forth by the State of California for Emergency Medical Technician Basics (EMT-B). The EMT-Basic program is an interactive, hands-on experience. All students are expected to participate to enhance the overall education in both skills and lectures. Upon successful completion of this course, students will be eligible to take the National Registry exam (as well as any state-sponsored exam in non-National Registry states), the final step toward certification as a Basic in the State of California. This certification can lead to employment in a wide range of job opportunities, to include: Ambulance Basic, Firefighter Basic, Emergency Room Technician, private industry Basic, special functions standby Basic (i.e. concerts, sporting events, state and county fairs, etc.) and others.

Schedule of Training

NCTI begins a new EMT-Basic program approximately every 3 months. NCTI also offers (1) one accelerated program per year, at the Roseville Campus only (Monday-Friday, 8-5 for approximately 3 weeks).

Didactic Phase – Scheduled as two, 4-hour instructional evenings per week and one 8-hour session on Saturday, for 8 weeks.

Hospital Clinical Phase – Scheduled according to hospital availability, and typically consists of pre-scheduled 8, 10 or 12-hour shifts per program, arranged concurrently with didactic class sessions. Students must be available for flexible scheduling possibilities during this portion of the program.

Field Internship Phase – Scheduled according to ALS

provider agency availability, and typically consists of pre-scheduled 8, 10, 12 or 24-hour shifts. Students must be available for any scheduling possibilities during this portion of the program.

Course Completion & Grading

Completion of the EMT-B program at NCTI is subject to the following criteria:

5. Maintaining a 75% grade point average (GPA).
6. Completion of the course FINAL exam with a minimum grade of 75%.
7. Active participation in practice sessions and successful completion of all SKILLS EXAMS, rated on a "Pass / Fail" basis.
8. Compliance with all attendance requirements.

Grading

Excellent	93% - 100%	A
Above Average	83% - 92%	B
Average	75% - 82%	C
Unsatisfactory	< 75%	F

Condition for Re-Enrollment

Request for re-enrollment will be approved only after evidence is shown to the director's approval that conditions which caused the interruption for unsatisfactory progress have been rectified, or are unlikely to reoccur.

Attendance Expectations

Students must attend at least 118 of the 128 hours of classroom time during the Didactic phase of training. Students will be assigned make-up work for all classroom hours missed (usually in the form of written essays on the topics missed during the absence); however make-up work will not be accepted or counted as hours of class attendance.

Tardiness is a disruption of a good learning environment and is to be discouraged. Any student arriving to class more than 5 minutes tardy will be docked one hour of class attendance.

Leave of Absence requests will be considered and such requests may be granted to students at the discretion of the Institute Director with input from the Primary Instructor.

Students are expected to attend classes as scheduled as they would be expected to be present for work.

Absence and tardiness will be recorded at each class and the instructor will counsel students demonstrating attendance problems. Students failing to maintain satisfactory attendance, and at the time that a student misses more than 10 hours of didactic classroom time will be dropped from the program.

To Qualify for Admission

Applicants must be at least 18 years of age and possess a high school diploma or GED equivalent. Applicants must also have a current CPR card prior to the first day of class.

Desirable Qualifications

It is desirable for students to possess a general knowledge of anatomy & physiology, and first aid, and the ability to handle stressful situations; a desire to help people during medical emergencies; Interest /ability to devote time and attention to academic studies.

Prior experience as a volunteer or association with an ambulance or fire service provider agency is preferred, but not required.

How & When to Register

Visit the business office during regular business hours (Monday – Friday, 8:30 a.m. – 4:30 p.m.) or go on-line to www.ncti-online.com to register and reserve space in the next available class. Class size is determined by the program location, and is offered on a first-come, first-served basis. Applicants must submit a complete application packet prior to the first class session. Contact the Registration Office during regular business hours to obtain a registration form and enrollment agreement.

Course Charges & Fees

Registration Fee (non-refundable)	\$100.00
Tuition Costs	\$1,350.00
Insurance	\$100.00
Textbooks	\$115.00
Syllabus	\$30.00
Uniforms	N/C
TOTAL	\$1,695.00

Tuition Policy

Student enrollment agreements indicate the payment

schedule for tuition and fees. Fees are to be paid as per the requirements of the agreement and prior to the first day of class.

Cancellation

A student may terminate enrollment by presenting in person or by mailing a signed and dated copy of the "Notice of Cancellation" to the:

Business Manager, NCTI
333 Sunrise Avenue #500
Roseville, CA 95661

The effective date of cancellation is the date postmarked. Any refunds due will be made by the school within 30 days of cancellation. Cancellation can be done either in writing or on the web www.ncti-online.com.

Refunds & Refund Period

An enrollee may cancel enrollment up through the first (1st) class day and receive a full refund of all monies paid, less registration fee and textbooks fees.

Materials

Once purchased and opened, texts and other materials are the property of the student.

Course Withdrawal

If a student withdraws prior to completion of the course per state requirements, the refund shall be in the amount the student paid, less hours of instruction, equipment, books, insurance, supplies and material charges owed. The refund policy and examples of how it is applied can be found in the enrollment agreement.

Granting of Credit

Upon enrollment, the student will be asked to list any previous education, training, or experience in the *exact* area of training for which they are enrolled. If it is recent enough, sufficiently thorough and relevant, and if it can be demonstrated that all required content has been taught and tested, appropriate credit may be allowed at the sole discretion of the school administration. The course length may be shortened, however no fee adjustment will be made since course credit is being granted. The student's records will document any such action taken.

Challenging the EMT – Basic Course

State law allows provisions for certain individuals to challenge the EMT-Basic course. To be eligible, challenge candidates must possess current licensure or certification as one of the following:

- MD, RN, PA, EMT-P or a member of the Armed Forces with training comparable to USDOT standards for EMT-Basics

Candidates meeting the above criteria may request a course challenge, which will consist of the following:

- Successful completion of the NCTI EMT-Basic written final exam with a minimum score of 75%
- Successful completion of the NCTI EMT-Basic skills exam with a rating of “Pass” in all areas

Course completion certificates provided upon successful completion will state “BY CHALLENGE” on the face of the certificate. The individual may then elect to take the National Registry exam or pursue certification through a local EMS agency in California.

Recertification Training

Recertification of EMT – Basics in the State of California requires 24 hours of Continuing Education and a recertification fee every two years (the National Registry requires 72 hours nationally). NCTI offers numerous courses applicable for portions of those hours required for recertification. NCTI also provides complete refresher training programs (in some locations) for National Registry renewal.

National Registry Exam

After receiving a course completion certificate from an approved EMT-Basic program in California, an individual must take and pass the National Registry exam for EMT-Basics. NCTI administers this exam for any qualified candidate multiple times each year (in certain locations). Skills labs in the didactic training are designed to prepare the students for successful completion of the skills portion of this exam and NCTI typically offers a National Registry Prep Course to assist candidates in preparing for the computer adaptive test (CAT) which has replaced the NREMT written exam.

EMT – Basic Certification

Final EMT-Basic certification in the State of California is through the Local Emergency Medical Services Agency (LEMSA), head-quartered in each county.

EMERGENCY COMMUNICATIONS / 911 DISPATCHER

Instructional Faculty

Instructional faculty members employed by NCTI are properly-qualified by professional EMS communications experience and additional education relating to instructional methodologies. NCTI selects instructors carefully and recognizes the key role they play in imparting academic information in an organized format that progressively builds toward student success. Certain NCTI programs that are accredited by national programmatic accrediting bodies require even more stringent standards for the selection of qualified instructors.

Course Description

This course fulfills all of the training requirements set forth by many dispatching agencies in the State of California for Emergency Medical Technician 911 Dispatchers. The Emergency Communications / 911 Dispatcher program is an interactive, hands-on experience. All students are expected to participate to enhance the overall education in both skills and lectures. This training can lead to employment in a wide range of job opportunities, to include: Emergency Medical Services 911 Dispatcher, Fire Department 911 Dispatcher, Police Department 911 Dispatcher, private industry Dispatcher, special functions Dispatcher and others.

Schedule of Training

NCTI begins a new Emergency Communications / 911 Dispatcher program at the Roseville, CA campus approximately every 6 months. NCTI, upon request of sufficient groups or agencies, can also offer an accelerated program (Monday-Friday, 8-5 until required course hours are satisfied).

Didactic Phase – Scheduled as two, 4-hour instructional evenings per week and one 8-hour session on Saturday, for 15 weeks.

Comm Center Internship Phase – Scheduled according to Comm Center availability, and typically consists of pre-scheduled 8, 10 or 12-hour shifts, arranged concurrently with didactic class sessions. Students must be available for flexible scheduling possibilities during

this portion of the program.

Course Completion & Grading

Completion of the 911 Dispatcher program at NCTI is subject to the following criteria:

1. Maintaining a 75% grade point average (GPA).
2. Completion of the course FINAL exam with a minimum grade of 75%.
3. Active participation in practice sessions and successful completion of all SKILLS EXAMS, rated on a "Pass / Fail" basis.
4. Compliance with all attendance requirements.

Grading

Excellent	93% - 100%	A
Above Average	83% - 92%	B
Average	75% - 82%	C
Unsatisfactory	< 75%	F

Condition for Re-Enrollment

Request for re-enrollment will be approved only after evidence is shown to the director's approval that conditions which caused the interruption for unsatisfactory progress have been rectified, or are unlikely to reoccur.

Attendance Expectations

Students must attend at least 240 of the 256 hours of classroom time during the Didactic phase of training. Students will be assigned make-up work for all classroom hours missed (usually in the form of written essays on the topics missed during the absence); however make-up work will not be accepted or counted as hours of class attendance.

Tardiness is a disruption of a good learning environment and is to be discouraged. Any student arriving to class more than 5 minutes tardy will be docked one hour of class attendance.

Leave of Absence requests will be considered and such requests may be granted to students at the discretion of the Institute Director with input from the Primary Instructor.

Students are expected to attend classes as scheduled as they would be expected to be present for work. Absence and tardiness will be recorded at each class and the instructor will counsel students demonstrating attendance problems. Students failing to maintain satisfactory attendance, and at the time that a student misses more than 16 hours of didactic classroom time will be dropped from the program.

To Qualify for Admission

Applicants must be at least 18 years of age and possess a high school diploma or GED equivalent. Applicants must also have a current CPR card prior to the first day of class.

Desirable Qualifications

It is desirable for students to possess a general knowledge of anatomy & physiology, and first aid, and the ability to handle stressful situations; a desire to help people during emergencies; Interest /ability to devote time and attention to academic studies.

Prior experience as a volunteer or association with a fire, police or EMS provider agency is preferred, but not required.

How & When to Register

Visit the business office during regular business hours (Monday – Friday, 8:30 a.m. – 4:30 p.m.) or go on-line to www.ncti-online.com to register and reserve space in the next available class. Class size is limited to 24 students per class and enrollment is offered to interested and qualified candidates on a first-come, first-served basis. Applicants must submit a complete application packet prior to the first class session. Contact the Registration Office during regular business hours to obtain a registration form and enrollment agreement.

Course Charges & Fees

Registration Fee (not refunded)	\$100.00
Tuition Costs	\$1,380.00
Insurance	\$100.00
Textbooks	\$100.00
Uniforms	\$20.00
National EMD Certificate	\$295.00
TOTAL	\$1,995.00

Tuition Policy

Student enrollment agreements indicate the payment schedule for tuition and fees. Fees are to be paid as per the requirements of the agreement and prior to the first day of class.

Cancellation

A student may terminate enrollment by presenting in person or by mailing a signed and dated copy of the "Notice of Cancellation" to the:

Business Manager, NCTI
333 Sunrise Avenue #500
Roseville, CA 95661

The effective date of cancellation is the date postmarked. Any refunds due will be made by the school within 30 days of cancellation.

Refunds & Refund Period

An enrollee may cancel enrollment up through midnight of the first (1st) class day and receive a full refund of all monies paid, less registration and textbooks fees. Equipment, supplies, materials, etc. (if distributed by NCTI) must be returned if in new and usable condition.

Materials

Once purchased and opened, texts and other materials are the property of the student.

Course Withdrawal

If a student withdraws prior to completion of the course per state requirements, the refund shall be in the amount the student paid, less hours of instruction, registration fee, equipment, books, insurance, supplies and material charges owed. The refund policy and examples of how it is applied can be found in the enrollment agreement.

Granting of Credit

Upon enrollment, the student will be asked to list any previous education, training, or experience in the *exact* area of training for which they are enrolled. If it is recent enough, sufficiently thorough and relevant, and if it can be demonstrated that all required content has been taught and tested, appropriate credit may be allowed at the sole discretion of the school administration. The course length may be shortened, however no fee adjustment will be made since course credit is being granted. The student's records will document any such action taken.

Refresher Training

Refresher training for 911 Dispatchers in the State of California typically requires 24 hours of Continuing Education and a recertification fee every two years (the National Academy requires 36 hours nationally). NCTI offers numerous courses applicable for portions of those hours required for recertification. NCTI also provides complete refresher training programs (in certain locations) for National Academy renewal.

VETERANS POLICY STATEMENT

Paramedic Only

1. Evaluation of previous education/training, CFR 21.4253. *need the right symbol*

This institution will conduct an evaluation of previous education and training for all veterans and eligible persons, grant appropriate credit, shorten the training period proportionately, and notify the VA and student accordingly.

2. Standards of Progress CFR 21.4253

- a. Maintaining a minimum test score average of 75% throughout the course to continue with the EMT-P program. Any student who does not maintain this minimum average will be placed on academic probation until the next major exam. If the overall test average does not increase to 75% upon completion of the next major exam, the student will be dismissed from the program without exception. There will be no opportunity to retest on any quiz or major exam. No student is permitted to be on academic probation more than once during the didactic phase of the program.
- b. If a student misses a quiz or major exam due to absence from the class, a make-up quiz or major exam will be given within two calendar days (48 hours) of the student's return to class. The student will only be allowed this single make-up opportunity. The instructor will schedule the test location and time. The student must accommodate this schedule or receive a 0% on the make-up test. The make-up test will not be given during regular class time or during any scheduled class break.
- c. The make-up quiz or major exam will consist of different test items although the items will be of similar proportions. The level of difficulty and the number of test items will be the same on the make-up test.
- d. A student will only be allowed to miss two quizzes and one major exam during the course of the didactic phase of training. If a student misses a third quiz or a second major exam, they will be dismissed from the program without exception.
- e. Successful completion of the final written comprehensive exam with a minimum score of 75% is required. There will be no opportunity to retake final exams. No student will be admitted late to a final exam. There will be no exception to this requirement.
- f. If a student misses the final exam due to absence, there will be no make-up exam offered, except in cases of the following life-altering events:
 - i. Serious, debilitating personal illness or injury
 - ii. Death of an immediate family member
 - iii. Receiving CISM services in the 24 hours prior to the exam or activation to provide CISM services the day of the exam
 - iv. Active Military Reserve or National Guard obligations
 - v. Mandatory activation for an Office of Emergency Services strike team

In the event of one of these situations, the student must present the appropriate verifying documentation with a cover letter to the Primary Paramedic Instructor. The cover letter must provide explanation of the circumstances, including the NCTI staff that the student contacted by phone (e.g., primary instructor, the Educational Assistant, etc.), the student's current contact information and an approximate date when the student expects to be available to take the final exam.

This notification must be provided in advance, with the exception of personal illness or injury in which case the documentation is due within 72 hours of the final exam. Any deviation from this requirement will eliminate the student's opportunity to take the final exam.

- g. Successful completion of the final skills exam and oral exam, which will be rated Pass/Fail. There will be no re-test or make-up test opportunities and no student will be admitted late for these practical exams under any circumstances.
- h. Any student who fails the final oral exam will be permitted one opportunity to meet with the Program's Medical Director for a second oral exam. The examination administered by the Medical Director will be

comprehensive and considered the final opportunity to complete the oral exam requirement. The Medical Director's decision cannot be challenged and will be considered the ultimate authority in this situation.

- i. Successful completion of ACLS, PALS/PEPP and ITLS. There will be no opportunity to retake or make up these courses within the didactic portion of the paramedic program. There will also be no opportunity to take any of these courses outside of this didactic program. Course completion cards or certificates from previous courses will not be honored as equivalent to the requirement to attend these courses within the didactic portion of this paramedic program.

Completion of the entire Emergency Medical Technician- Paramedic Program, and receiving a course completion certificate, also depends on the following:

- a. Successful completion of the clinical portion of the training program, including a minimum of 160 hours training in the hospital setting, with satisfactory completion of all required skills and satisfactory completion of a final clinical evaluation by a hospital Preceptor, is required for each student. Each student must also successfully complete a clinical review with a school representative prior to proceeding to field internship.

The clinical portion of training must be completed within 3 months of the start of the clinical rotation. Every reasonable effort will be made by the staff at NCTI to accommodate the requests of each student for preferred clinical placement locations and schedules. Students may not personally solicit Clinical Hospitals or specific Preceptors due to the complex political, organizational and legal issues involved in establishing clinical internship opportunities.

Due to the complexity of this scheduling and the effort expended by the participating hospitals to provide these clinical internships, a student may not refuse or reject a clinical placement or assignment. Failure to report to the clinical location and designated Preceptor on the assigned dates and times twice will result in immediate dismissal from the program.

- b. Successful completion of the field internship portion of the training program, including a minimum of 480 supervised field hours, 40 advanced life support patient contacts (defined as advanced life support interventions) on a transporting unit, and achieving ratings of "3" in all categories on the final major evaluation that is completed by the field Preceptor, is a requirement for each student in this paramedic program.

Every reasonable effort will be made by the staff at NCTI to accommodate the requests of each student for preferred field internship locations and schedules.

Due to the complexity of scheduling and competition for field internships with ALS provider agencies, a student may not refuse or reject a field internship placement or assignment. Failure to report to the field shift and designated Preceptor on the assigned dates and times twice will result in immediate dismissal from the program.

The MAXIMUM number of ours allowed by NCTI for field internship is 720 hours. The field internship portion of training must be completed within 6 months of the student's first shift date in their field internship. Requests for exception to these requirements due to extreme hardship must be submitted in writing to the Primary Paramedic Instructor.

- c. The only excused absence from a clinical or field internship will be for the following life-altering events:
 1. Serious, debilitating person illness or injury
 2. Death of an immediate family member
 3. Receiving CISM services in the 24 hours prior to the exam or activation to provide CISM services the day of the exam
 4. Active Military Reserve or National Guard obligations
 5. Mandatory activation for an Office of Emergency Services strike team

In the event of one of these situations, the student must present the appropriate verifying documentation with a cover letter to the NCTI Primary Paramedic Instructor. The cover letter must detail the shifts that will be missed or that have been missed, who the student contacted by phone (e.g., primary instructors, the Educational Assistant, the hospital or

field Preceptor, the AMR Internship Office, etc.) currently contact information for the student and an approximate date when the student expects to contact NCTI to determine how they will resume the internship.

This notification must be provided in advance, with the exception of personal illness or injury in which case the documentation is due within 72 hours of the first missed shift. Any deviation from this requirement will result in immediate dismissal from the program.

93% - 100%	= A
83% - 92%	= B
75% - 82%	= C
74 and below	= F

3. Refund Policy for Accredited Courses, CFR 21.4255

This school has and maintains a policy for the refund of the unused portion of tuition, fees, and other charges in the event the veteran or eligible person fails to enter the course of withdraws, or is discontinued there from at any time prior to completion. The amount charged to the veteran or eligible person for tuition, fees, and other charges does not exceed the approximate pro rate portion of the total charges for tuition, fees, and other charges, that the length of the completed portion of the course should bear to its total length.

4. Maximum Class Size:

Roseville Campus:	Maximum 42 Students
Livermore Campus:	Maximum 40 Students
Santa Barbara Campus:	Maximum 28 Students

5. VA Approved Campus Locations

Roseville Campus

333 Sunrise Avenue, Suite 500

Roseville, CA 95661

Phone: 916.960.6284

Toll Free: 888.609.6284

Fax 916.960.6296

Santa Barbara Campus

240 East Highway 246, Suite 200

Buellton, CA 93427

Livermore Campus

7543 Southfront Road

Livermore, CA 94551

EMT- Basic Only

1. VA Benefits

The NCTI EMT-Basic Program is approved to train eligible veterans for the Emergency Medical Technician – Basic (EMT-B) Program. Please contact our Business Office for filing assistance.

2. Evaluation of previous education/training CFR 21.4254(c) (4).

This institution will conduct an evaluation of previous education and training for all veterans and eligible persons, grant appropriate credit, shorten the training period proportionately, and notify the VA and student accordingly.

3. Standards of Progress, CFR 214254(b)(6)

- a. Maintaining a minimum test score average of 75% throughout the course to continue with the EMT-Basic program. Any student who does not maintain this minimum average will be placed on academic probation until the next major exam. If the overall test average does not increase to 75% upon completion of the next major exam, the student will be dismissed from the program without exception. There will be no opportunity to retest on any quiz, midterm, final exam or final skills testing. No student is permitted to be on academic probation more than once during the didactic phase of the program.
- b. If a student misses a quiz due to absence from the class, a make-up quiz will be given within two calendar days (48 hours) of the student's return to class. The student will only be allowed this single make-up opportunity. The instructor will schedule the test location and time. The student must accommodate this schedule or receive a score of zero on the make-up test. The make-up test will not be given during regular class time or during any scheduled class break.
- c. The make-up quiz or major exam will consist of different test questions, although they will be of a similar format and will cover the same subject matter in similar proportions. The level of difficulty and the number of test items will be the same on the make-up test.
- d. A student will only be allowed to miss one quiz during the course of the didactic phase of training. Student missing a third quiz or a second major exam will be dismissed from the program without exception.
- e. Successful completion of the final written comprehensive exam with a minimum score of 75% and a minimum overall grade of 75% in the class is required. There will be no opportunity to retake final exams. No student will be admitted late to a final exam. There will be no exception to this requirement.
- f. If a student misses the final exam due to absence, there will be no make up exam offered, except in cases of the following life altering events;
 1. Serious, debilitating personal illness or injury;
 2. Death of an immediate family member;
 3. Receiving CISM services in the 24 hours prior to the exam or activation to provide CISM services the day of the exam;
 4. Active Military, Military Reserve, or National Guard obligations
 5. Mandatory activation fro an Office of Emergency Services strike team

In the event of one of these situations, the student must present the appropriate verifying documentation with a cover letter to the Primary Instructor. The cover letter must provide explanation of the circumstances, including the NCTI staff that the student contacted by telephone (e.g. primary instructor, the Educational Assistant, etc.), the student's current contact information, and an approximate date when the student expects to be available to take the final exam.

This notification must be provided in advance, with the exception of personal illness or injury, in which case the documentation is due within 72 hours of the final exam. Any deviation from this requirement will eliminate the student's opportunity to take the final exam.

- g. Successful completion of the final skills exam will be rated as pass or fail. There will be no retest or make-up test opportunities, and no student will be admitted late for these practical exams under any circumstances.

Completion of the entire Emergency Medical Technician – Basic Program and receiving a course completion certification also depends on the following:

- a. The only excused absence from completion of a ten-hour ride-along will be for the following life-altering events:
 - 1. Serious, debilitating personal illness or injury;
 - 2. Death of an immediate family member;
 - 3. Receiving CISM services in the 24 hours prior to the exam or activation to provide CISM services the day of the exam;
 - 4. Active Military, Military Reserve, or National Guard obligations
 - 5. Mandatory activation fro an Office of Emergency Services strike team

- b. Students will be graded on the following scale:

93% - 100%	=A
83% - 92%	=B
75% - 82%	=C
74% and below	=F

3. Refund Policy for Non-accredited Course, CFR 21.4255

This school has and maintains a policy for the refund of the unused portion of tuition, fees, and other charges in the event the veteran or eligible person fails to enter the course or withdraws or is discontinued there from at any time prior to completion. The amount charged to the veteran or eligible person for tuition, fees, and other charges does not exceed the approximate pro rata portion of the total charges for tuition, fees, and other charges, that the length of the completed portion of the course should bear to its total length.

Note: The maximum non-refundable registration fee allowed by the VA is \$10 for non-accredited schools.

4. Maximum Class Size:

Roseville Campus:	Maximum 42 Students
Livermore Campus:	Maximum 40 Students
Santa Barbara Campus:	Maximum 28 Students

5. VA Approved Campus Locations

Roseville Campus

333 Sunrise Avenue, Suite 500
Roseville, CA 95661
Phone: 916.960.6284 | Fax 916.960.6296
Toll Free: 888.609.6284

Livermore Campus

7543 Southfront Road
Livermore, CA 94551

Santa Barbara Campus

240 East Highway 246, Suite 200
Buellton, CA 93427

California Instructional Faculty

Paramedic Instructional Faculty

Beth Watt, BS, EMT-P
Primary Paramedic Instructor
Weed (Siskiyou County)

Jennifer Reed, AS,BS,CCT-P,NREMT-P
Manager / Primary Paramedic Instructor
NCTI San Francisco Bay Area

Chris Toy, BA,EMT-P
Primary Paramedic Instructor
Roseville (Placer County)

Helen Faithfull, BA,EMT-P
Primary Paramedic Instructor
Buellton (Santa Barbara County)

James Goss, MHA, MICP
Manager / Primary Paramedic Instructor
NCTI Southern California

Kristen Clements, BA, MICP
Primary Paramedic Instructor
Riverside (Riverside County)

Misty Sieger, BA, MICP
Primary Paramedic Instructor
San Diego (San Diego County)

EMT – Basic & Intermediate Instructional Faculty

Lori Gallian, AS, EMT-P
Primary EMT-B Instructor
Roseville

Monica Teves, AS, NREMT-P
Primary EMT-B Instructor
Livermore

Terry Flores, EMT-P
Primary EMT-B Instructor
Riverside

EXHIBIT B



Dear Student:

CONGRATULATIONS! NCTI is proud to accept you into the San Diego May 2009 Paramedic Program. This is a great accomplishment, one that we hope you are proud to have reached!

Attached to this letter you will find your Paramedic Program Agreement. Please print, sign and mail all pages of the agreement along with your first payment. Final acceptance will be granted upon receipt of these two items in the order received (first come, first serve). Failure to submit the required documentation and payment by the due date will be considered a decline of your position in the paramedic program.

Contract and Payment 1 Due: on or before March 15, 2009

Didactic Start Date: May 12, 2009
Meeting Days: Tuesdays and Thursdays
Meeting Times: 10:00am - 7:00pm
Didactic Ends: November 2009

You will receive a full calendar on the first day of class. Upon successful completion of the Didactic phase, you will begin Phase II of your training, the clinicals. NCTI has contracts with many hospitals throughout California for this purpose. Your clinicals must be completed at one of these contracted hospitals and at a schedule pre-assigned by the school and the hospital.

Upon completion of the clinical training you may conduct your field internship. NCTI guarantees placement with AMR, and every attempt will be made to place you with a preceptor within a 1-1/2 hour radius of your home. Please keep in mind there will be a fee of up to \$1,000.00 for your internship phase due at the time you begin your internship.

Additional Student Responsibilities:

- Purchasing required textbooks - Section "C" of the Agreement. You may order books through NCTI's online bookstore.
- Uniforms - See Section D of the Agreement for specific details.
- All paramedic students must provide copies of current immunizations / tests on, or before, the first day of class (see the Acceptance Packet attached to the e-mail for requirements). Failure to submit immunization documentation by the first day of class will affect your attendance status. Please send copies of your immunization records and retain originals for your records. Immunization documents collected by NCTI will not be returned to students.
- Successful completion ("C" or better) of a college level Anatomy & Physiology course within the past five years is a mandatory prerequisite to enter NCTI's paramedic program. Please be prepared to supply proof of Anatomy & Physiology by the first day of class. If you took A&P with NCTI, it is your responsibility to provide a copy of your Certificate of Completion by the first day of class. Failure to submit A&P documentation by the first day of class will affect your attendance status. Please make copies of your A&P documents and retain originals for your records. A&P documents collected by NCTI will not be returned to students.
- You are also required to have a Department of Motor Vehicles Medical Examiners Card (Green Card) to ride on an ambulance during the field internship. You can obtain the forms from any DMV office and your doctor must complete and sign all forms. NCTI must receive a copy of the actual green card.
- Certification examination fees

Once again, Congratulations! We look forward to having you in class.

National College of Technical Instruction

NCTI - Admissions Department
332 Sunrise Ave, #600, Roseville, CA 95661
866.609.6284 * fax: 916.860.6296 * Be-A-Medic.com * ncti-online.com



Received 2/17/09 CC
 Amount check # 1123 \$1000.00
 Paid By Joe
 For Joe

Paramedic Program Student Agreement

Program Name: SDO 0905

NCTI - San Diego
 8808 Balboa Ave., Suite 150
 San Diego, CA 92123

A. Justin Spangler
 STUDENT NAME

9989
 STUDENT ID NUMBER

Course Title:	Emergency Medical Technician - Paramedic
Total Number of Clock Hours to be completed:	1,095 - 1,336 Hours
Didactic Start Date:	May 12, 2009
Didactic Class Days:	Tuesdays and Thursdays
Didactic Class Times:	10:00am - 7:00pm
Estimated Completion:	12- 16 months
Total Fees, Charges, and Expenses:	\$7,000.00

B. Total Fees, Charges, and Expenses Breakdown

Registration Fee	500.00	Non-Refundable after first day of class. If student cancels prior to the first day of class, student will receive a Registration Fee refund of \$350 and the school will retain \$150 of the Registration Fee as a Cancellation Process Fee.
Tuition	4,800.00	Prorated upon course withdrawal. Refer to refund provisions at the end of this Agreement. This tuition represents fees for the didactic training (466 hours). This calculates to a fee \$10.62 per scheduled didactic instructional hour. No refunds after 350 scheduled didactic instructional hours.
Insurance	500.00	Non-refundable after the third scheduled class day.
Equipment	850.00	Includes, supplies, materials, virtual library, implements, tools, machinery, computers, electronic devices, or any other goods related to the instruction offered in this agreement. This calculates to a fee of \$1.87/hour of didactic instruction. No refunds after 350 scheduled didactic instructional hours.
FISDAP	75.00	Non-refundable after 350 scheduled didactic instructional hours.
Clinical Scrubs	50.00	Non-refundable after 350 scheduled didactic instructional hours.
Background Check	225.00	Non-refundable after the third scheduled class day.
Total Charges	\$ 7,000.00	

There may be an additional fee due for field internship, depending upon the agency providing the service. The amount of this fee may vary, but should not exceed \$ 1,000.00, due and payable on or after the last day of the student's clinical portion of the program. This fee will be paid in the form of a Cashier's Check directly to the agency providing the field internship.

Students enrolled in this NCTI Paramedic Program will not be charged for the National Registry Prep Course or their Initial National Registry Practical Skills Exam. It is the student's responsibility to contact the National Registry at www.nrmt.org to make arrangements for the National Registry Written Exam. If student needs to re-take any portion of the National Registry Practical Skills Exam, student will be responsible for scheduling and payment of the re-test fees.

Students are required to purchase all textbooks and uniforms prior to the first day of the student's didactic portion of the program. Please see section O, Student Responsibilities.

Students shall not reproduce or use pictorial reproductions, drawings, National College of Technical Instruction (aka NCTI) name or logo without prior written consent of Institute Director of NCTI.

C. Student Responsibilities

In addition to the fees, charges and expenses listed in section C, students shall be responsible for purchasing required textbooks, uniforms, and certification examination fees.

To order your textbooks, we recommend NCTI's Bookstore at www.ncti-online.com and select NCTI EMT Paramedic Course.

Required Books	ISBN
International Trauma Life Support (ITLS) 6E	0131123513
Pediatric Education for Prehospital Professionals	0763743739
Basic Arrhythmias	0131175912
Handbook of Emergency Cardiovascular Care ECG Handbook	80-1088
ACLS Provider Manual	80-1088
Paramedic Care Principles & Practice w/drug Guide Volume 1-5	0137148965
Paramedic Care Principles & Practice Workbook Volume 1-5	0136045843
Advanced Medical Life Support (AMLS)	0131723405
Easy 4-Step Method to Drug Calculations	0131134804
Introduction to 12-LEAD ECG	0763719817
PALS Provider Textbook	80-1434

Optional Books	ISBN
Taber's Cyclopedic Medical Dictionary	0803612079
Understanding Pharmacology A Physiologic Approach	0888581366
Drug Guide for Paramedic Care	013193645X
Anatomy and Physiology for Emergency	0130422983

D. Uniform Requirements

Students are responsible for purchasing one full uniform set consisting of:

- Short Sleeve Shirt - 5586 Flying Cross - Navy Blue
- Trousers - 49360 Flying Cross Blue - Navy Blue
- Black Basket Weave Belt - 1 3/4" belt, silver buckle
- Black closed toe & heel shoes that can be polished

E. Program Payment Schedule

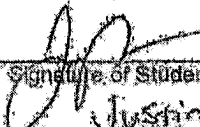
Total Fees, Charges, and Expenses: \$7,000.00

Payment	Amount	Due Date
Option 1 (pay in full)		
Payment 1	\$7,000.00	March 15, 2009
Option 2 (7-month payment plan)		
Payment 1	\$1,000.00	March 15, 2009
Payment 2	\$1,000.00	April 15, 2009
Payment 3	\$1,000.00	May 15, 2009
Payment 4	\$1,000.00	June 15, 2009
Payment 5	\$1,000.00	July 15, 2009
Payment 6	\$1,000.00	August 15, 2009
Payment 7	\$1,000.00	September 15, 2009

"My signature below certifies that I have read, understand and agree to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. I understand that continued enrollment and course completion is dependent upon the attendance and grading policies as outlined in NCTI's paramedic policies and procedures to be received on the first day of instruction. I understand I am financially responsible for THE TOTAL CHARGES OF \$7000.00 as detailed in this contract. I understand I will not receive the results of the final didactic exam until all tuition balances are paid in full. I understand placement into clinicals and/or internship will also be delayed until all tuition balances are paid in full. Any delay in paying remaining tuition balances could lead to my dismissal from this program. Any tuition payments made after September 15, 2009, must be in the form of a cashier's check, money order or credit card payment. No personal checks will be accepted as a form of payment after September 15, 2009.

NCTI will charge \$.25.00 processing fee for each check returned by the bank for non-sufficient funds.

This contract is a legally binding instrument, which becomes operative on the first day of instruction when signed by the student and accepted by the school. NCTI reserves the right to cancel this agreement, for any reason, up to the first day of instruction. Student will be notified in writing of cancellation.


 Signature of Student
 Justin SPANGLER
 Student Printed Name (Print legibly to avoid enrollment delays)

2-12-09
 Date


 Signature and Title of School Official
 School Representative

2/23/09
 Date

Sign and return entire contract and payment to NCTI Admissions Department

F. Cancellation of Agreement

You may cancel this contract prior to the Didactic Start Date listed on the first page of this contract and receive a full refund of monies paid less the \$150.00 Cancellation Process Fee.

You also have the right to withdraw from school at any time, and receive a refund as outlined in Section G – Withdrawal from This Course – Notice of Refund. Your refund rights are described in the contract. If you have lost your contract, ask the school for a description of the refund policy.

G. Withdrawal from This Course – Notice of Refund

THIS NOTICE IS IMPORTANT. KEEP IT FOR YOUR RECORDS. You have the right to cancel from this course at any time prior to the Didactic Start Date listed on the first page of this contract and receive a refund of any monies paid less the \$150.00 Cancellation Processing Fee. If you withdraw from this course of instruction before the Didactic Start Date listed on the first page of this contract, you must provide a written cancellation notice to the school. Your cancellation notice may be mailed or hand delivered. You cannot cancel by telephone. The institution shall remit a full refund within 30 days following the student's withdrawal.

Send your cancellation notice to:

Business Manager
National College of Technical Instruction
333 Sunrise Ave, Suite 500
Roseville, CA 95661

If you withdraw after The Didactic Start Date listed on the first page of this contract, you will be responsible to pay the school for the \$500 Registration Fee (non refundable after the first day of class), the \$500.00 Insurance Fee (refundable only thru the third scheduled class day), plus \$10.52 per scheduled didactic instructional hour and \$1.87 per scheduled didactic instructional hour for equipment and supplies, plus \$225 Background Check fee (refundable only thru the third scheduled class day) and \$75.00 FISCAP Fees (non-refundable after 350 scheduled didactic instructional hours) plus \$50.00 SCRUB Fee (non-refundable after 350 scheduled didactic instructional hours). There will be no refunds after 350 scheduled didactic instructional hours.

You MUST cancel in writing. You do not have the right to withdraw by just telephoning the school or by not coming to class. Your request to withdraw may be mailed or hand delivered to the address listed above.

If the amount that you have paid is more than the amount that you owe for the time you attended, then a refund will be made within 30 days of withdrawal. If the amount that you owe is more than the amount that you have already paid, you will be required to make payment arrangements with NCTI's Business Manager.

For the purpose of determining the amount you owe for the time you attended, you shall be deemed to have withdrawn from the course when any of the following occurs:

- You notify the school, in writing, of your withdrawal or the actual date of withdrawal.
- The school terminates your enrollment.
- You fail to attend classes as outlined in your policies and procedures handed out the first day of instruction. In this case, the date of withdrawal shall be deemed to be the last date of recorded attendance.

If you have any questions or complaints you feel you cannot work out with the school, you may contact:
The Department of Consumer Affairs
1625 North Market Street
Sacramento, CA 95834

NCTI - Hypothetical Refund Table

The following table illustrates the amount the school will refund to student if student cancels or withdraws during various intervals of the program. Refunds are based on the refund policies outlined in Section C of this agreement.

Total Fees, Charges, and Expenses: \$7,000.00

		Student Withdraws at 16 Didactic Instructional Hours	Student Withdraws at 100 Didactic Instructional Hours	Student Withdraws at 250 Didactic Instructional Hours	Student Withdraws at 350 Didactic Instructional Hours
Tuition Fees	\$7,000.00				
Registration Fee (non-refundable after 1 st day of class)	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Didactic Instructional Fees	\$4,800.00	\$168.32	\$4,052.00	\$2,630.00	\$4,800.00
Didactic Equipment Fees	\$850.00	\$29.92	\$187.00	\$487.50	\$850.00
Insurance (non-refundable after 3rd scheduled class day)	\$500.00	\$0.00	\$500.00	\$500.00	\$500.00
Background Check (non-refundable after 3rd scheduled class day)	\$225.00	\$0.00	\$225.00	\$225.00	\$225.00
FISDAP (non-refundable after 350 scheduled didactic instruct hrs)	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
Scrubs (non-refundable after 350 scheduled didactic instruct hrs)	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
Tuition Due School		\$698.24	\$2484.00	\$4922.50	\$7000.00
Total Student Payments		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Refund Due Student		\$6301.76	\$4536.00	\$2677.50	*\$0.00

* No Refunds After 350 Scheduled Didactic Instructional Hours

EXHIBIT C

Urgent!! Paramedic Agreement-Enrollment Pkt

From: lisa.smith@amr.net on behalf of Registrar (Registrar@emsc.net)
Sent: Wed 12/21/11 6:53 PM
To: travy@hotmail.com (travy@hotmail.com)
2 attachments
Student Agreement-Enrollment Pkt SDO 1201.pdf (800.5 KB) , NCTI New Text Book Notification and WARNING.PDF (73.0 KB)

Dear Student:

CONGRATULATIONS! NCTI is proud to accept you into the San Diego January 3, 2012 Paramedic Program. This is a great accomplishment, one that we hope you are proud to have reached!

Attached to this letter you will find your Paramedic Program Student Agreement and Paramedic Enrollment Packet. Please print, sign and mail all pages of the agreement and enrollment packet. Final acceptance will be granted upon receipt of these items in the order received (first come, first serve). Failure to submit the required documentation by the due date will be considered a decline of your position in the paramedic program.

Contract Due: on or before December 15, 2012

Didactic Start Date: January 3, 2012

Meeting Days: Tuesdays and Thursdays

Meeting Times: 9:30am to 6:30pm

Didactic Ends: July 2012

You will receive a full calendar on the first day of class. Upon successful completion of the Didactic phase, you will begin Phase II of your training, the clinicals. NCTI has contracts with many hospitals throughout California for this purpose. Your clinicals must be completed at one of these contracted hospitals and at a schedule pre-assigned by the school and the hospital.

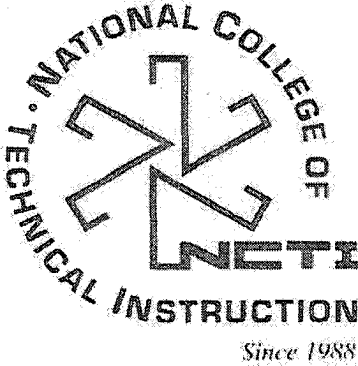
Upon completion of the clinical training you may conduct your field internship. NCTI guarantees placement with AMR, and every attempt will be made to place you with a preceptor within a 1-½ hour radius of your home. Please keep in mind there could be a fee of up to \$1,500.00 for your internship phase due at the time you begin your internship.

Additional Student Responsibilities:

- Purchasing required textbooks – Page 7 of the Agreement. You may order books through NCTI's online bookstore.
- Uniforms – See Page 7 of the Agreement for specific details
- All paramedic students must provide copies of current immunizations / tests on, or before, the first day of class (see the Acceptance Packet attached to the e-mail for requirements) **Failure to submit immunization documentation by the first day of class will affect your attendance status.** Please send copies of your immunization records and retain originals for your records. Immunization documents collected by NCTI will not be returned to students.
- Successful completion ("C" or better) of a college level Anatomy & Physiology course within the past five years is a mandatory prerequisite to enter NCTI's paramedic program. Please be prepared to supply proof of Anatomy & Physiology by the first day of class. If you took A&P with NCTI, it is your responsibility to provide a copy of your Certificate of Completion by the first day of class. **Failure to submit A&P documentation by the first day of class will affect your attendance status.** Please make copies of your A&P documents and retain originals for your records. A&P documents collected by NCTI will not be returned to students.
- You are also required to have a Department of Motor Vehicles Medical Examiners Card (Green Card) to ride on an ambulance during the field internship. You can obtain the forms from any DMV office and your doctor must complete and sign all forms. NCTI must receive a copy of the actual green card.
- Certification examination fees

Once again, Congratulations! We look forward to having you in class.

National College of Technical Instruction



Paramedic Program Enrollment Agreement

Program Name: SDO 1201

Instruction for this course will be held at:

National College of Technical Instruction—San Diego
2655 Camino Del Rio North #330
San Diego, CA 92108

Agreement for Educational Services: This is an Enrollment Agreement for Emergency Medical Technician—Paramedic educational training to be provided to the student named below by the National College of Technical Instruction (hereinafter referred to as NCTI). This contract is a legally binding instrument, operative on the first day of instruction, when signed by the student and accepted by the school

Travis Leighton
STUDENT NAME
Print first and last name legibly to
avoid enrollment delays

5632
STUDENT ID NUMBER
Last four of Social Security Number

Course Title:	Emergency Medical Technician -- Paramedic
Total Number of Clock Hours to be completed:	1,096 – 1,336 Hours
Didactic Start Date:	January 3, 2012
Didactic Class Days:	Tuesdays and Thursdays
Didactic Class Times:	19:30am to 6:30pm
Estimated Completion:	12- 16 months
Total Fees, Charges, and Expenses:	\$8,950.00

TL (initial)

STUDENT TUITION RECOVERY FUND

If the school was to close prior to course completion the student would be eligible for a refund from the State Student Tuition Recovery Fund if the student is a resident of the State of California. Non-California residents or recipients of third-party tuition are not eligible for protection from the Student Tuition Recovery Fund. An Assessment fee, as determined by the Bureau for Private Postsecondary Education, will be deducted from the student's tuition and paid to the State Student Tuition Recovery Fund. **The school will pay the Bureau, on the behalf of the student, the Student Recovery Tuition Fund (STRF) assessment as part of the non-refundable Enrollment Fee.**

TOTAL FEES, CHARGES, AND EXPENSES BREAKDOWN

Enrollment Fee <i>(this is <u>not</u> the first payment, see page 8)</i>	250.00	Non-refundable (to include the non-refundable STRF Assessment)
Tuition	7,000.00	Prorated upon course withdrawal. Refer to refund provisions at the end of this Agreement. This tuition represents fees for the didactic training (456 hours) This calculates to a fee \$15.35 per didactic instructional hour. No refunds after 274 (60%) scheduled didactic instructional hours.
Insurance	500.00	Non-refundable after the third scheduled class day
Equipment	975.00	Includes, supplies, materials, virtual library, implements, tools, machinery, computers, electronic devices, or any other goods related to the instruction offered in this agreement. This calculates to a fee of \$2.14/hour of didactic instruction No refunds after 274 scheduled didactic instructional hours
Background Check	225.00	Non-refundable after the third scheduled class day
Total Charges	\$ 8,950.00	

Field Internship Fees:

There may be an additional fee due for field internship, depending upon the agency providing the service. The amount of this fee may vary, but should not exceed \$ 1,500.00, due and payable on or after the last day of the student's clinical portion of the program. This fee will be paid in the form of a Cashier's Check directly to the agency providing the field internship.

National Registry Prep and Skills Exam Fees:

Students enrolled in this NCTI Paramedic Program will not be charged for the National Registry Prep Course or their initial National Registry Practical Skills Exam. It is the student's responsibility to contact the National Registry at www.nremt.org to make arrangements for the National Registry Written Exam. If student needs to re-take any portion of the National Registry Practical Skills Exam, student will be responsible for scheduling and payment of the re-test fees.

Students are required to purchase all required textbooks and uniforms prior to the first day of the student's didactic portion of the program. Please see Students Responsibilities.

Students shall not reproduce or use pictorial reproductions, drawings, National College of Technical Instruction (aka NCTI) name or logo without prior written consent of Institute Director of NCTI.

 (initial)

STUDENT'S RIGHT TO CANCEL

1. Student's Right to Cancel and Receive a Refund:

The student has the right to cancel this agreement, without obligation, and obtain a refund of all amounts paid, less a **Non-Refundable Enrollment Fee of \$250.00**. The notice of cancellation must be given to NCTI in writing prior to or on the first day of instruction or the seventh day after enrollment, whichever is later.

The student may cancel this agreement by giving written notice to the school at the address shown on the top of the first page of this agreement. The student may do this by mail or hand delivery. The written notice of cancellation, if sent by mail, is effective when it is deposited in the mail properly addressed with postage prepaid. The student should keep a record of the date, time and place of mailing any notice of cancellation.

2. Student's Right to Withdraw and Receive a Refund:

The student has the right to withdraw from this program after the Start Date of class as listed on the first page of this agreement, and receive a refund of the unused portion of tuition fees and other charges and equipment fees up to 274 scheduled didactic hours (60% of the scheduled instructional hours), less the \$250 Non-Refundable Enrollment Fee.

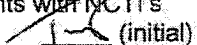
There are no refunds after 274 scheduled didactic hours. If the student withdraws from this program of instruction after the Start Date of class, the student is obligated to pay for Non-Refundable Enrollment Fee, Insurance Fee, and pro-rated fees based scheduled didactic hours and equipment fees, up to the date of their withdrawal. THERE ARE NO REFUNDS AFTER 274 SCHEDULED DIDACTIC HOURS. STUDENTS WILL BE RESPONSIBLE FOR PAYMENT IN FULL OF THIS COURSE TUITION AFTER 274 SCHEDULED DIDACTIC HOURS.

3. Withdrawal from This Course – Notice of Refund

THIS NOTICE IS IMPORTANT. KEEP IT FOR YOUR RECORDS. You have the right to cancel from this course at any time prior to the Didactic Start Date listed on the first page of this contract or by the seventh day after enrollment, whichever is later, and receive a refund of any monies paid less the \$250.00 Non-Refundable Enrollment Fee. If you withdraw from this course of instruction before the Didactic Start Date listed on the first page of this contract or by the seventh day after enrollment, whichever is later, you must provide a written cancellation notice to the school. Your cancellation notice may be mailed or hand delivered. You cannot cancel by telephone. The institution shall remit a refund within 30 days following the student's withdrawal.

Send your cancellation notice to: Business Manager, National College of Technical Instruction,
333 Sunrise Ave, Suite 500, Roseville, CA 95661

If you withdraw after The Didactic Start Date listed on the first page of this contract, or by the seventh day after enrollment, whichever is later, you will be responsible to pay the school for the \$250 Non-Refundable the \$500.00 Insurance Fee (refundable only thru the third scheduled class day), plus a pro-rated portion of the scheduled didactic hours and equipment fees. **There will be no refunds after 274 scheduled didactic instructional hours. Student will be responsible for payment in full of the \$8,950.00 tuition after 274 scheduled didactic hours.**

You **MUST** cancel in writing. You do not have the right to withdraw by just telephoning the school or by not coming to class. Your request to withdraw may be mailed or hand delivered to the address listed above. If the amount that you have paid is more than the amount that you owe for the time you attended, then a refund will be made within 30 days of withdrawal. If the amount that you owe is more than the amount that you have already paid, you will be required to make payment arrangements with NCTI's Business Manager.  (initial)

For the purpose of determining the amount you owe for the time you attended, you shall be deemed to have withdrawn from the course when any of the following occurs:

- You notify the school, in writing, of your withdrawal or the actual date of withdrawal.
- The school terminates your enrollment.
- You fail to attend classes as outlined in your policies and procedures handed out the first day of instruction. In this case, the date of withdrawal shall be deemed to be the last date of recorded attendance.

Student will be considered to have voluntarily withdrawal from this program if they do not attend on the start date of this class as stated on the first page of this agreement.

Any questions or problems concerning this school should be directed to Institute Director, National College of Technical Instruction, 333 Sunrise Ave #500, Roseville, CA 95661

Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau of Private Postsecondary Education at 1625 North Market Blvd Suite S-202, Sacramento, CA 95834; (916) 574-7720; website: www.bppe.ca.gov

4. Refunds to Third Party Payor or Student Loan Programs:

If any portion of the student's tuition and fees were paid by a third-party organization, or federal student financial aid funds, any remaining amount of the refund will first be used to repay the third-party organization or federal student aid program. Any remaining amount will then be paid to the student. If there is a balance due, the student will be responsible for paying the amount due to NCTI.

If student obtains a loan to pay for this educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, the federal or state government or loan guarantee agency may take action against the student, including applying any income tax refund to which the student is entitled to reduce the balance owed on the loan; student may not be eligible for any other federal student financial aid at another institution or other government assistance until loan is repaid.


Obligations of Student and School:

The student will make all of the payments and perform all of the other acts required of the student in this agreement, subject to the student's right to cancel the agreement and withdraw from the course, and the school will furnish all of the services and perform all of the acts required of it in this agreement, in the school's catalog (or brochure), and in any solicitations or advertisements made on behalf of the school.

Any questions or problems concerning this school should be directed to Institute Director, National College of Technical Instruction, 333 Sunrise Ave #500, Roseville, CA 95661

Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau of Private Postsecondary Education at (physical address) 2535 Capital Oaks Drive, Suite 400, Sacramento, CA 95833; (mailing address) P O Box 980818, West Sacramento, CA 95798-0818; phone number: (916) 431-6959; toll free (888) 370-7589; website: www.bppe.ca.gov.

Complaints

 (initial) A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589, or by completing a complaint form, which can be obtained on the bureau's Internet Web site: www.bppe.ca.gov.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at National College of Technical Instruction is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certification or degree you earn in the Emergency Medical Technician-Basic is also at the complete discretion of the institution to which you may seek to transfer. If the certificate, degree or credits that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of the coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may see to transfer after attending National College of Technical Instruction to determine if your certificate, degree or credits will transfer.

_____ (initial)

Student Tuition Recovery Fund Disclosures

You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student, who is California resident, or are enrolled in a residency program, and prepays all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if either of the following applies:

1. You are not a California resident or are not enrolled in a residency program or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party

"The State of California created the Student Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private for Private Postsecondary and Vocational Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act."

_____ (initial)

REASONABLE ACCOMMODATIONS:

Initials: Please initial next to all that apply – enrollment application cannot be accepted without your initials next to any and all that apply.

- Learning Disability
- Physically Handicapped
- Blind/Visually Impaired
- Deaf/Hearing Impaired
- Other (please explain) _____
- No disabilities

(initial) Students with disabilities must provide written verification, addressed to the NCTI Admissions office, of their disability, to include identification of their educational limitations due to their disability, from a qualified medical examiner, PRIOR TO THE FIRST DAY OF THIS CLASS. NCTI instructional staff will determine if reasonable accommodation for disability is needed or if it will alter this course of instruction or whether an alternative accommodation is available. Student will be notified in writing of accommodation decision prior to the first day of class. Any student whose disability cannot be accommodated will receive a full refund of all tuition and fees paid.

STUDENT RESPONSIBILITIES

In addition to the fees, charges and expenses listed in "Students Responsibilities", students shall be responsible for purchasing required textbooks, uniforms, and certification examination fees.

To order your textbooks we recommend NCTI's Bookstore at www.ncti.edu and select NCTI EMT Paramedic Course.

Required Books	ISBN
International Trauma Life support (ITLS) 6E	0132379821
Pediatric Education for Prehospital Professional	0763743739
Basic Arrhythmias 7E	9780135002384
Handbook of Emergency Cardiovascular Care ECC Handbook 2010	9781616690007
ACLS Provider Manual 2011	901014
Paramedic Care Principles & Practice w/drug Guide Volume 1-5	0137146965
Paramedic Care Principles & Practice Workbook Volume 1-5	0135045843
Advanced Medical Life Support (AMLS) 1E NAEMT	9780323071604
Easy 4-Step Method to Drug Calculations	0131134604
12-LEAD ECG The Art of Interpretation 1E	9780763712846
PALS Provider Textbook	80-1434

Optional Books	ISBN
Taber's Cyclopedic Medical Dictionary	9780803615595
Understanding Pharmacology A Physiologic Approach	0838581366
Drug Guide for Paramedic Care	013193645X
Anatomy and Physiology for Emergency	0132342987

Uniform Requirements *Uniform Order Form provided in the Acceptance Packet*

Students are responsible for purchasing one full uniform set, one scrub set, one safety vest consisting of:

- Short Sleeve Shirt w/NCTI logo embroidery– Navy Blue
- Trousers – Navy Blue, Either Cargo Pant or 4 pocket
- Black Basket Weave Belt – 1 3/4" belt, silver buckle
- Black closed toe & heel shoes that can be polished
- Caribbean Blue Scrub Top w/NCTI logo on left chest and "Paramedic Intern" centered on back
- Caribbean Blue Scrub Pant
- Hi-Vis Safety Vest for Field Internship

ON = 582-555

 (initial)

PROGRAM PAYMENT SCHEDULE

Total Fees, Charges, and Expenses: **\$8,950.00**

Payment	Amount	Due Date
<i>ms</i> (initial) Option 1 (pay in full)		
Payment 1	\$8,950.00	December 15, 2011
or		
<i>ms</i> (initial) Option 2 (7-month payment plan)		
Payment 1	\$1,280.00	December 15, 2012
Payment 2	\$1,280.00	January 15, 2012
Payment 3	\$1,280.00	February 15, 2012
Payment 4	\$1,280.00	March 15, 2012
Payment 5	\$1,280.00	April 15, 2012
Payment 6	\$1,280.00	May 15, 2012
Payment 7	\$1,270.00	June 15, 2012

I have initialed next to the payment option of choice upon enrollment into this program. I understand there may be an additional fee due for field internship, depending upon the agency providing the service. The amount of this fee may vary, but should not exceed \$ 1,500.00, due and payable on or after the last day of the student's clinical portion of the program. This fee will be paid in the form of a Cashier's Check directly to the agency providing the field internship

Balances Due At End of Didactics: I understand if I have an outstanding balance on the final day of the didactic (classroom) phase of this program, and do not have an approved extended payment plan prior to the end of didactics, or if my approved extended payment plan is not paid current by the final day of the didactic phase, I will be dismissed on the 90th day following the last scheduled didactic day of this program. I understand any delay in payments will jeopardize the timeliness of my clinical and/or field internship placement and that my clinical and/or field internship placement will be subject to availability at the time my account balance is paid in full or paid current as outline in an approved extended payment plan.

Attorney Fees: I understand in the event of any action taken by NCTI to collect all balances due, NCTI shall be entitled to an award of attorney fees, collection fees and other costs resulting from this collection action.

Return Check Fee: NCTI will charge \$ 25.00 processing fee for each check returned by the bank for non-sufficient funds

This contract is a legally binding instrument, which becomes operative on the first day of instruction when signed by the student and accepted by the school. NCTI reserves the right to cancel this agreement, for any reason, up to the first day of instruction. Student will be notified in writing of cancellation.


ms
Signature of Student

12-23-11
Date

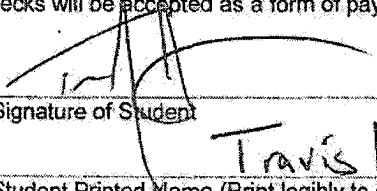
Travis Leighton
Student Printed Name (Print legibly to avoid enrollment delays)

Prior to signing this enrollment agreement you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages prior to signing this agreement.

I have received the enrollment check list, textbook requirements, reading assignments, immunization requirements, and enrollment documents.

 (initial) I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information included in the School Performance Fact Sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

"My signature below certifies that I have read, understand and agree to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. I understand that continued enrollment and course completion is dependent upon the attendance and grading policies as outlined in NCTI's paramedic policies and procedures to be received on the first day of instruction. I understand I am financially responsible for THE TOTAL CHARGES OF \$8,950.00 as detailed in this contract. I UNDERSTAND THERE ARE NO REFUNDS AFTER 274 SCHEDULED DIDACTIC HOURS AND THAT I WILL BE RESPONSIBLE FOR PAYMENT OF FULL TUITION OF \$8,950.00 AFTER 274 SCHEDULED DIDACTIC HOURS. Any tuition payments made after July 15, 2012 must be in the form of a cashiers check, money order or credit card payment. No personal checks will be accepted as a form of payment after July 15, 2012


Signature of Student
Travis Leighton
Student Printed Name (Print legibly to avoid enrollment delays)

12-23-11
Date

Signature and Title of School Official
School Representative
Date

To complete enrollment into the Paramedic Program, Student must print, initial where required, sign above and Mail the original first 9 pages and the Release of Photo & likeness form of the Student Agreement along with the 1st or Full Payment, Acknowledgement Form, School Performance Fact Sheet, and School Catalog Receipt Form to:

**NCTI-Admissions Department
333 Sunrise Avenue, Suite 500
Roseville, CA 95661**

Attachment A

NCTI – Hypothetical Refund Table

The following table illustrates the amount the school will refund to student if student cancels or withdraws during various intervals of the program. Refunds are based on the refund policies outlined on page 2 of this agreement.

Total Fees, Charges, and Expenses: \$8,950.00

		Student Withdraws at 16 Didactic Instructional Hours	Student Withdraws at 100 Didactic Instructional Hours	Student Withdraws at 250 Didactic Instructional Hours	Student Withdraws at 275 Didactic Instructional Hours
Tuition Fees	\$8,950.00				
Enrollment Fee(to include the non-refundable STRF Assessment)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$250.00
Didactic Instructional Fees <i>(pro-rated up to 274 scheduled didactic hours - no refunds after 274 scheduled didactic hours)</i>	\$ 7,000.00	\$ 245.60	\$ 1,535.00	\$ 3,837.50	\$7,000.00
Didactic Equipment Fees	\$ 975.00	\$ 34.24	\$ 214.00	\$ 535.00	\$ 975.00
Insurance (non-refundable after 3rd scheduled class day)	\$ 500.00	\$0.00	\$ 500.00	\$ 500.00	\$ 500.00
Background Check (non-refundable after 3rd scheduled class day)	\$ 225.00	\$0.00	\$ 225.00	\$ 225.00	\$ 225.00
Tuition Due School		\$ 529.84	\$ 2,724.00	\$ 5,347.50	\$ 8,950.00
Total Student Payments		\$ 8,950.00	\$ 8,950.00	\$ 8,950.00	\$ 8,950.00
Refund Due Student		\$ 8, 420.16	\$ 6,226.00	\$ 3,602.50	*\$ 0.00

*** No Refunds After 274 Scheduled Didactic Instructional Hours. Student will be responsible for payment in full of the \$8,950.00 tuition after 274 scheduled didactic hours.**



RELEASE FOR USE OF PHOTO OR LIKENESS

By signing below, I acknowledge that the photo, image, quote or other reproduction of my image, voice, and or other personal attributes taken by National College of Technical Instruction (NCTI) or American Medical Response (AMR) employee or their designee is given voluntarily and I confirm my permission that such materials may be used for marketing or other related uses.

I understand and acknowledge such information may be in the public view and I acknowledge that I have not been promised any compensation for the use of such materials.

I understand and acknowledge that I am responsible to notify NCTI, AMR or their designee prior to any photo, image, quote or other reproduction of my image, voice, and or other personal attributes that I elect not to opt out of this agreement, and that I am responsible to remove myself from exposure to any photo, image, quote or other reproduction of my image, voice and or other personal attributes.

(Please Print)

Travis Leighton
Name

[Signature]
Signature

12-23-11
Date

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jason Hartley (CA Bar No. 192514)/Jason Lindner (CA Bar No. 211451) Stueve Siegel Hanson LLP 550 West C Street, Suite 1750 San Diego, CA 92101 TELEPHONE NO.: 619400-5822 FAX NO.: 619-400-5832 ATTORNEY FOR (Name): Plaintiffs		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 11/14/2014 at 10:48:43 AM Clerk of the Superior Court By Adriane Bennett, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central		CASE NUMBER: 37-2014-00038832-CU-BT-CTL JUDGE Judge Timothy Taylor DEPT:
CASE NAME: Spangler v. National College of Technical Instruction, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **Nine**

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **November 13, 2014**
Jason Lindner
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2014-00038832-CU-BT-CTL CASE TITLE: Justin Spangler v. National College of Technical Instruction [E-FILE]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),**
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and**
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).**

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): JUSTIN SPANGLER et.al.	
DEFENDANT(S): National College of Technical Instruction et.al.	
SHORT TITLE: JUSTIN SPANGLER V. NATIONAL COLLEGE OF TECHNICAL INSTRUCTION [E-FILE]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2014-00038832-CU-BT-CTL

Judge: Timothy Taylor

Department: C-72

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 11/14/2014

JUDGE OF THE SUPERIOR COURT

FILED
Clerk of the Superior Court

JAN 03 2013

By: Amy Helfers

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**THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**IN RE PROCEDURES REGARDING
ELECTRONIC FILING**

**GENERAL ORDER OF THE
PRESIDING DEPARTMENT
ORDER NO. 010313**

THIS COURT FINDS AND ORDERS AS FOLLOWS:

On August 1, 2011, the San Diego Superior Court ("court") began an Electronic Filing and Imaging Pilot Program ("Program") designed to reduce paper filings and storage, facilitate electronic access to civil court files and, in Phase Two, allow remote electronic filing ("E-File" or "E-Filing") of papers in civil cases. The ultimate goal of the Program is to create a paperless or electronic file in all civil cases, as well as in other case categories.

Phase One of the Program, described in General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records*, involved the court's scanning of papers in newly filed cases in designated divisions and departments (the "Imaging Project"). Phase Two of the Program is the implementation of electronic filing by counsel and parties through the court's E-File Service Provider.

Electronic filing under Phase Two of the Program will initially be limited to the Central Civil Division only. Probate and North County Civil Divisions of the Superior Court

1 are excluded from Phase Two of the Program. This General Order relates to Phase Two,
2 and supplements General Order: *In re Procedures Regarding Electronically Imaged Court*
3 *Records, Electronic Filing, and Access to Electronic Court Records.*

4 Permissive E-Filing will begin January 7, 2013 in predetermined non-mandated civil
5 cases in the Central Division, and expand as resources permit. Beginning March 4, 2013,
6 E-Filing will be mandatory in certain types of cases. Further information on these initiatives
7 can be found on the court's website, at www.sdcourt.ca.gov.

8 Filing and service of documents by electronic means is governed by Code of Civil
9 Procedure Section 1010.6 and California Rules of Court ("CRC"), rules 2.250 et seq. and
10 CRC 2.30. In addition, the San Diego Superior Court's specific requirements for E-Filing
11 are available on the court's website. Litigants and attorneys electronically filing documents
12 must comply with all applicable rules and requirements.

13 **GENERAL E-FILING REQUIREMENTS**

14 Documents can only be electronically filed through the court's electronic service
15 provider (the "Provider"). E-File Provider information is available on the court's website.

16 Any document filed electronically shall be considered as filed with the Clerk of the
17 Superior Court when it is first transmitted to the Provider and the transmission is
18 completed, except that any document filed on a day that the court is not open for business,
19 or after 5:00 p.m. (Pacific Time) on a day the court is open for business, shall be deemed to
20 have been filed on the next court day.

21 Pursuant to Government Code section 68150 and California Rules of Court, rule
22 2.504, electronic documents, whether imaged by the court or filed by the parties, are
23 certified as official records of the court.

24 Additional and more specific information on electronic filing can be found on the
25 court's website.

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This Order shall expire on December 31, 2013, unless otherwise ordered by this court.

IT IS SO ORDERED.

Dated: January 3, 2013



ROBERT J. TRENTACOSTA
Presiding Judge

ELECTRONIC FILING REQUIREMENTS OF THE

SAN DIEGO SUPERIOR COURT

These requirements are issued pursuant to California Rules of Court ("CRC"), rules 2.250 et seq., Code of Civil Procedure section 1010.6, and San Diego Superior Court General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records*.

It is the duty of the plaintiff (and cross-complainant) to serve a copy of the General Order of the Presiding Department, Order No. 010313, and Electronic Filing Requirements of the San Diego Superior Court with the complaint (and cross-complaint).

PERMISSIVE eFILING

Effective January 7, 2013, the court allowed subsequent documents to be filed electronically in predetermined non-mandated civil cases in the Central Division by the Soft Launch Authorized Project Participants.

Effective March 4, 2013, documents **may be filed electronically** in non-mandated civil cases in the Central Division where either: (1) the case is first initiated on or after March 4, 2013; or (2) the case is already pending as of March 3, 2013 and has been imaged by the court.

MANDATORY eFILING

The case types that shall be subject to mandatory eFiling are: civil class actions; consolidated and coordinated actions where all cases involved are imaged cases; and actions that are provisionally complex under CRC 3.400-3.403 (as set forth in the Civil Cover Sheet, Judicial Council form CM-010 – but not including construction defect actions). "Complex cases" included in mandatory eFiling include Antitrust/Trade Regulation, Mass Tort, Environmental/Toxic Tort, and

Securities Litigation cases, as well as insurance coverage claims arising from these case types. Construction defect cases, currently being filed through the LexisNexis website, will continue to be filed through that system until further notice.

For cases of the type subject to mandatory E filing that are initiated on or after March 4, 2013, all documents **must be filed electronically**, subject to the exceptions set forth below.

For cases of the type subject to mandatory E filing that are already pending as of March 3, 2013, and provided that the case has been imaged by the court, all documents filed on or after March 4, 2013 **must be filed electronically**, subject to the exceptions set forth below.

A party may request to be excused from mandatory electronic filing requirements. This request must be in writing and may be made by ex parte application to the judge or department to whom the case is assigned. The clerk will not accept or file any documents in paper form that are required to be filed electronically, absent a court order allowing the filing.

Self-represented litigants are not required to E file in a mandatory E file case; however, they may E file if they choose to do so and/or are otherwise ordered to E file by the court.

REQUIREMENTS FOR ALL eFILERS

E file documents can only be filed through the court's Electronic Service Provider (the "Provider"). See www.onelegal.com.

E filers must comply with CRC 2.250-2.261. Also, all documents electronically filed must be in a text searchable format, i.e., OCR.

Documents that contain exhibits must be bookmarked, as set forth on the Provider's site. Documents not so bookmarked are subject to rejection. Moving

papers with exhibits that are not bookmarked will be rejected. (See CRC 3.1110(f) with bookmarking being the substitute for plastic tabs in electronically filed documents.)

Exhibits to be considered via a Notice of Lodgment shall not be attached to the electronically filed Notice of Lodgment; instead, the submitting party must provide the assigned department with hard copies of the exhibits with a copy of the Notice of Lodgment that includes the eFiling Transaction ID# noted in the upper right hand corner.

Unless otherwise required by law, per CRC 1.20(b) only the last four digits of a social security or financial account number may be reflected in court case filings. Exclusion or redaction is the responsibility of the filer, not the clerk, CRC 1.20(b)(3). Failure to comply with this requirement may result in monetary sanctions, CRC 2.30(b).

Proposed filings, such as proposed court orders and amended complaints, should be submitted as an exhibit and then re-submitted as a separate and new eFiling transaction after the Court has ruled on the matter to which the proposed document applies. See also CRC 3.1312.

Any document filed electronically shall be considered as filed with the Clerk of the Superior Court when it is first transmitted to the vendor and the transmission is completed, except that any document filed on a day that the court is not open for business, or after 5:00 p.m. (Pacific Time) on a day the court is open for business, **shall be deemed to have been filed on the next court day.**

Please be advised that you must schedule a motion hearing date directly with the Independent Calendar Department. A motion filed without an appointment, even when a conformed copy of the filing is provided by the court, is not scheduled and the hearing will not occur.

If a hearing is set within 2 court days of the time documents are electronically filed, litigant(s) must provide hard copies of the documents to the court. Transaction ID numbers must be noted on the documents to the extent it is feasible to do so. Hard copies for Ex Parte hearings must be delivered directly to the department on or before 12 Noon the court day immediately preceding the hearing date.

An original of all documents filed electronically, including original signatures, shall be maintained by the party filing the document, pursuant to CRC 2.257.

DOCUMENTS INELIGIBLE FOR ELECTRONIC FILING The following documents are **not eligible for eFiling** in cases subject to either mandatory or permissive filing, and shall be filed in paper form:

- Safe at Home Name Change Petitions
- Civil Harassment TRO/RO
- Workplace Violence TRO/RO
- Elder Abuse TRO/RO
- Transitional Housing Program Misconduct TRO/RO
- School Violence Prevention TRO/RO
- Out-of-State Commission Subpoena
- Undertaking/Surety Bonds
- Request for Payment of Trust Funds
- Writs
- Notice of Appeal of Labor Commissioner
- Abstracts
- Warrants
- Settlement Conference Briefs (to be lodged)
- Confidential documents lodged conditionally under seal

The following documents **may be filed in paper form**, unless the court expressly directs otherwise:

- Documents filed under seal or provisionally under seal pursuant to CRC 2.551 (although the motion to file under seal itself must be electronically filed)
- Exhibits to declarations that are real objects, i.e., construction materials, core samples, etc. or other documents, i.e. plans, manuals, etc., which otherwise may not be comprehensibly viewed in an electronic format may be filed in paper form

DOCUMENTS DISPLAYED ON THE PUBLIC-FACING REGISTER OF ACTIONS

Any documents submitted for eFiling (and accepted) will be filed and displayed on the San Diego Superior Court's public-facing Register of Actions with the exception of the following documents:

- CASp Inspection Report
- Confidential Cover Sheet False Claims Action
- Confidential Statement of Debtor's Social Security Number
- Financial Statement
- Request for Accommodations by Persons with Disabilities and Court's Response
- Defendant/Respondent Information for Order Appointing Attorney Under Service Members Civil Relief Act
- Request to Waive Court Fees
- Request to Waive Additional Court Fees

Documents not included in the list above, that are intended to be kept confidential, should NOT be eFiled with the court.

Notice to Filer

Pursuant to California Rules of Court ("CRC"), rules 2.250 et seq., Code of Civil Procedure section 1010.6, and San Diego Superior Court General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records*, this case has been designated as a Mandatory eFile case.

All future documents submitted to the court on this case must be filed electronically. **The clerk will not accept or file any documents in paper form that are required to be filed electronically, absent a court order allowing the filing.**

A party may request to be excused from mandatory electronic filing requirements. This request must be in writing and may be made by ex parte application to the judge or department to whom the case is assigned.

Documents for cases ordered to mandatory eFiling can only be filed through the court's electronic service provider (the "Provider"). See www.onelegal.com, for information on how to file electronically.