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8 *Attorneys for Plaintiffs Anthony Martin (by*
9 *and through his guardian ad litem Carol Hopkins),*
10 *Nicola Parr, Jason Bradley and Jessica Neu-Helms*

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF SACRAMENTO

13 ANTHONY MARTIN, by and through his)
14 guardian *ad litem* CAROL HOPKINS,)
15 NICOLA PARR, JASON BRADLEY; and)
16 JESSICA NEU-HELMS,)

17 *Plaintiffs,*

18 *v.*

19 UHS OF DELAWARE, INC., a Delaware)
20 corporation, and DOES 1 through 100,)
21 inclusive,)

22 *Defendants.*

Case No.: 34-2009-044335-CU-FR-GDS
THIRD AMENDED COMPLAINT

Case Filed: May 18, 2009
Trial Date: Not Set

23 1. Plaintiff ANTHONY MARTIN ("Martin"), date of birth March 20, 1996, was
24 enrolled for several years as a special education student at defendant's Elmira school in
25 Sacramento County during the 2004-2005, 2005-2006, and 2006-2007 school years. He sues
26 by his guardian *ad litem*, CAROL HOPKINS ("Hopkins"), a resident of Sacramento County.

27 2. Although plaintiff Martin experienced first-hand defendant's practices of using
28 unqualified instructors and aides while he was enrolled at defendant's Elmira School as above
alleged, he suffers from autism and is unable to represent or understand his claims individually;



1 he does so through his guardian aforesaid, who herself has personal knowledge of defendant
2 UHS's unlawful practices during his time at Elmira, as below alleged.

3 3. Plaintiff NICOLA PARR ("Parr"), served during the 2005-2006 school year as Vice
4 Principal for Instruction at defendant's Elmira school. Plaintiff JASON BRADLEY ("Bradley"),
5 is and was at all relevant times a resident of Sacramento County. From approximately 2001
6 until 2006, Bradley was a counselor and Clinical Director of Behavioral Services at the
7 Carmichael school operated by UHS and at the Elmira school. Plaintiff JESSICA NEU-
8 HELMS ("Neu-Helms"), served as an educational aide and in related positions at Elmira school
9 from roughly October 2005 to July 2007.

10 4. Defendant UHS OF DELAWARE, INC. ("UHS"), is a Delaware Corporation, with
11 its principal place of business in Pennsylvania, which from approximately 2005 forward has
12 owned, controlled and/or managed a number of non-public schools licensed by the California
13 Department of Education to provide special educational services to public school students with
14 disabilities.

15 5. Plaintiffs do not know the true names and capacities of defendants sued herein as
16 DOES 1-10 and therefore sue these defendants by such fictitious names. Plaintiffs will amend
17 this Complaint to allege their true identity and capacities when ascertained. Plaintiffs are
18 informed and believe and on that basis allege that each of these fictitiously named defendants is
19 responsible in some manner for the occurrences alleged herein, and is in some manner an
20 agent, employee, affiliate or other person or entity acting on behalf of defendant UHS.

21 6. Beginning at various dates prior to the 2004-2005 school year, and continuing to the
22 present time, UHS has owned, controlled, managed and operated non-public schools (a) in
23 Grand Terrace, California, under the name "Blue Mountain Academy"; (b) in Sacramento,
24 California, under the name "Creekside Academy"; (c) in Hemet, California, under the name
25 "Desert Valley Hope Academy"; (d) in Riverside, California, under the name "Mission Bell
26 Academy"; (e) in Victorville, California, under the name "Mojave Ridge Academy"; (f) in
27 Twentynine Palms, California, under the name "Morongo Basin Learning Academy"; (g) in
28 Cotati/Rohnert Park, California, under the name "Parkway Academy"; (h) in Rancho

1 Cucamonga, California, under the name "Rancho Academy of Learning"; (i) in El Cajon,
2 California, under the name "Rancho San Diego Academy"; and (j) in Vallejo, California, under
3 the name "UHS Schools, Vallejo".

4 7. Beginning in or about October 2005, UHS took over ownership, operation and
5 management of several other non-public schools in California which had previously operated
6 under the name of "Keystone [place name]". These schools included (a) Keystone Elmira,
7 which UHS operated and managed until closing it after the summer session in 2007; (b)
8 Keystone Elk Grove, which UHS operated and managed until closing it at the end of the 2005-
9 2006 school year; (c) Keystone Ramona, which UHS operated and managed until closing it
10 after the summer session in 2008; (d) Keystone Van Nuys, which UHS operated and managed
11 until sometime during the 2006-2007 school year; (e) Keystone Ventura, which UHS operated
12 and managed until closing it after the summer session in 2007; and (f) Keystone Vista del Mar,
13 which UHS operated and managed until closing it after the summer session in 2008.

14 8. During the time that UHS ran each of the above schools, and continuing as
15 indicated to the present day, UHS contracted with area school districts and their Special
16 Education Local Plan Areas (SELPA) to provide special education services at each such
17 school at specified basic daily rates per pupil in attendance, together with related charges for
18 special instruction by the hour, and for transportation to and from the school in specially
19 equipped vans.

20 9. The school districts and their SELPAs with which UHS so contracted obtained their
21 funding for special education services to disabled children in their jurisdiction from the periodic
22 reimbursements provided by the California State Department of Education ("CSDOE"), which
23 were based on Average Daily Attendance ("ADA") records submitted by the school districts to
24 the CSDOE on a regular basis.

25 10. The school districts in turn obtained their ADA records from each school under
26 the district's jurisdiction, including the non-public special education schools owned, operated
27 and managed by UHS.

28

1 11. In practice, UHS maintained a central bookkeeping office and staff at its campus
2 located in Grand Terrace, California. All UHS-owned and UHS-operated non-public schools
3 in California submitted their daily attendance records and van and special instruction log
4 sheets to the Grand Terrace office, which transmitted the attendance and service data shown
5 in those documents regularly (normally each month) to the respective districts and/or SELPAs
6 on forms the latter provided, together with invoices for the services rendered by the particular
7 school at the applicable contract rates. Each such form and invoice so submitted was certified
8 by UHS to reflect an accurate tally of the individual instruction and other services so provided
9 by appropriately credentialed and certificated employees and instructors during the period
10 covered by the respective form or invoice.

11 12. Without the records provided to it by the individual UHS non-public schools, the
12 central office at Grand Terrace would not have been able to submit ADA data and billing
13 information to the respective districts and SELPAs with which UHS had contracted.

14 13. Without the ADA data supplied to them by UHS, the school districts and their
15 SELPAs with which UHS contracted would not have received any ADA reimbursements from
16 the CSDOE with regard to the students enrolled at the UHS non-public schools.

17 14. But for the invoices rendered by the UHS central office to the various school
18 districts and their SELPAs, as backed up by its certifications of all supporting data, the latter
19 would not have paid UHS any of their ADA funds received from the CSDOE.

20 15. The ADA reimbursements received by each school district from the CSDOE were
21 uniform for every pupil in the district's jurisdiction, and made no allowance for the higher costs
22 associated with students having disabilities. Each school district had the responsibility of
23 budgeting for its contracted expenses with non-public special education schools out of its total
24 anticipated ADA reimbursements for any given school period and its other revenue sources.

25 16. To pay the higher costs per student for which they had contracted with UHS, the
26 various school districts and their SELPAs had to take a portion of the ADA reimbursements
27 which they received on account of students' attendance at each of the regular public schools in
28 their jurisdiction, and/or use their revenues from other sources.

1 17. In re-allocating such moneys from the regular schools and budget to the UHS
2 schools, the various districts and their SELPAs relied upon the certifications and accuracy of
3 the data and forms which UHS supplied to them through its central office. Specifically, they
4 relied upon UHS's certification that instruction and services had been provided by
5 appropriately credentialed and certificated employees and instructors, throughout the entire
6 period prescribed for the various students to receive such instruction and services in
7 accordance with their respective ages and disabilities, and all in accordance with the
8 Individual Education Plans (IEPs) established each school year for each enrolled special
9 education student.

10 18. During the period it has owned and operated Blue Mountain Academy at Grand
11 Terrace, California, UHS (1) violated California law; (2) violated the terms of its Master
12 Contracts with San Bernardino area school districts and SELPAs; and (3) violated the terms of
13 the individual IEPs' for students enrolled at Blue Mountain, by:

14 a. Employing at the School, among others, the following teachers who either
15 were inappropriately credentialed for the students they were instructing, or were
16 not credentialed at all:

17 i. Lana Leina, who was hired April 3, 2003 with an emergency 30-day
18 teacher substitute credential which did not allow her to teach full-time
19 in the same classroom, as she did until the end of the 2004-2005
20 school year;

21 ii. Linda M. Ideishi-Harvey, who was hired without any credentials on
22 September 15, 2003 and worked full-time in uncredentialed status
23 until she obtained a waiver of her status in March of the 2004-2005
24 school year;

25 iii. Michelle M. Reilly, employed as a full-time teacher from October
26 6, 2003 to October 6, 2006 with no known credentials of any kind;

- 1 iv. Jennifer L. George, who was hired without any credentials on
2 September 15, 2003 and worked full-time in uncredentialed status
3 until March 20 of the 2005-2006 school year;
- 4 v. La Trisha M. Thompson, employed as a full-time teacher from May
5 9 until December 2, 2005 with no known credentials of any kind;
- 6 vi. Melinda N. Schwartz, employed as a full-time teacher from May
7 23, 2005 to June 29, 2007 with no known credentials of any kind;
- 8 vii. Andre L. Fuselier, who worked full-time during the summer
9 session in 2006 with an expired emergency credential;
- 10 viii. Penny R. Robinson, employed as a full-time teacher from August
11 22, 2005 to June 29, 2007 with no known credentials of any kind;
- 12 ix. Maria R. Bejarano, employed as a substitute teacher from
13 September 12, 2005 to June 26, 2008 with no known credentials of any
14 kind;
- 15 x. De Shawn Taylor, employed as a substitute teacher from May 8 to
16 July 21, 2006 with no known credentials of any kind; and
- 17 xi. Joyce D. Lantz, employed as a full-time teacher from August 27,
18 2007 to March 6, 2008 with only an intern's credential that was not
19 valid for teaching at Blue Mountain Academy.

20 b. Not hiring enough appropriately credentialed teachers to keep the class sizes
21 for enrolled students at all times within the maximum limit of twelve.

22 19. During the period it has owned and operated Creekside Academy at Grand Terrace,
23 California, UHS (1) violated California law; (2) violated the terms of its Master Contracts with
24 Sacramento area school districts and SELPAs; and (3) violated the terms of the individual IEPs'
25 for students enrolled at Creekside, by:

26 a. Employing at the School, among others, the following teachers who either
27 were inappropriately credentialed for the students they were instructing, or were
28 not credentialed at all:

- 1 i. Eric L. Johnson, hired as a full-time teacher on October 9, 2001 with
2 no credential, but who thereafter obtained a waiver which expired
3 August 19, 2003, while Mr. Johnson continued to teach full-time at
4 Creekside Academy until January 18, 2006;
- 5 ii. Trina N. Allen, employed as a full-time teacher from January 25,
6 2005 to August 19, 2009 with no known credentials of any kind;
- 7 iii. Pamela E. Hocking, hired as a full-time teacher on August 20,
8 2007 without any credentials, and who thereafter continued to teach
9 until May 2009 before obtaining an appropriate credential;
- 10 iv. Richard E. Gloeckle, employed as a full-time teacher from April 18 to
11 August 16, 2008 with no known credentials of any kind; and
- 12 v. Cecilia G. Bujnosek, Raquel N. Dominguez and Shirley A. Albee,
13 hired as substitute teachers from November 14, 2006 to January 25,
14 2008, January 8, 2007 to April 14, 2008, and from March 25 to May
15 30, 2008 with no credentials of any kind.

16 b. Not hiring enough appropriately credentialed teachers to keep the class sizes
17 for enrolled students at all times within the maximum limit of twelve.

18 20. UHS engaged in an overall pattern and practice of hiring uncredentialed and
19 improperly credentialed individuals as full-time teachers at each of its remaining special
20 education, non-public schools in California which it operated from 2005 or earlier and
21 continuing to the present, all in violation of California law, of UHS's Master Contracts with the
22 respective school districts and SELPAs, and of the IEPs for each individual enrolled student.
23 The details of those individuals so hired at which schools, and the dates of their employment,
24 are listed in Exhibit A attached, the contents of which are incorporated by reference into this
25 paragraph.

26 21. The foregoing overall pattern and practice, as evidenced by the detailed allegations
27 of paragraphs 18 through 20 above, and paragraph 22 below, caused UHS to have too few
28 properly and fully credentialed special education teachers in order to be able to meet the

1 contracted maximum limit of twelve pupils for each credentialed teacher at each school.
2 Instead, UHS's practice was to "warehouse" students with any available salaried or hourly
3 employee, whether appropriately credentialed or not, and then to invoice the respective school
4 districts and SELPAs as though the contracted services had been fully and properly performed
5 as certified, when in fact they had not been.

6 22. During the period between 2005 and 2007 that it owned and operated Elmira
7 School, UHS (1) violated California law; (2) violated the terms of its Master Contracts with
8 Elmira area school districts and SELPAs; and (3) violated the terms of the individual IEPs' for
9 students enrolled at Elmira, by:

- 10 a. Employing at the School, among others, the following teachers who either
11 were inappropriately credentialed for the students they were instructing, or
12 were not credentialed at all:
- 13 i. Moses A. Attencio, employed from April 24 through May 5, 2006;
 - 14 ii. Carolynne T. Bottum; employed from February 6 through August
15 15, 2006;
 - 16 iii. Rhonda L. Farmer, employed from November 6, 2006 to August
17 17, 2007;
 - 18 iv. Lamont A. Francies, employed from October 31, 2005 to March 7,
19 2007;
 - 20 vi. Tricia F.G. Reyes, retained to teach the summer session in 2006
21 after her only previous (emergency) credential had expired on June 30,
22 2006; and
 - 23 vii. James Elliott Hunt, employed continuously from October 21, 2002
24 (before UHS had acquired Elmira School) through August 28, 2006;
- 25 b. Not hiring enough appropriately credentialed teachers to keep the class sizes
26 for enrolled students at all times within the maximum limit of twelve; and
27
28

1 c. Assigning uncredentialed teacher aides, such as plaintiff Neu-Helms, to
2 conduct classes alone, without any supervision by an appropriately credentialed
3 teacher, in March, April and May, 2006.

4 23. As a student at UHS's Elmira school from approximately September 2004 through
5 May 2007, plaintiff Martin was a victim of Defendant's' fraudulent and unlawful practices.
6 During his time in the school, and with UHS supervisor Betti Colucci's acquiescence, he was
7 placed in classrooms without qualified teachers or substitutes.

8 24. For the school years 2003-2005, there were no properly credentialed education
9 specialist teachers on Elmira's staff, yet the school contracted with the Solano County SELPA
10 to provide services for disabled, autistic and handicapped children. For the school year 2005-
11 2006, after UHS took it over, Elmira had up to possibly three credentialed education specialist
12 teachers on its staff, but there was an enrollment of greater than eighty students, so even three
13 full-time teachers would not have been enough to enable UHS to satisfy the Master Contract's
14 maximum class size requirements of 12 (extendable temporarily up to 14). According to
15 records, UHS nonetheless invoiced the Solano SELPA for \$139,626 worth of "special education
16 services" allegedly provided for just the month of April 2006 alone, and over \$231,000 in May
17 2006. During the school year 2006-2007, Elmira had only one properly credentialed teacher on
18 its staff, and no credentialed teachers at all for its final summer school session in 2007.

19 25. *Qui tam* plaintiffs bring this cause of action on behalf of the State of California and
20 its political subdivisions pursuant to Government Code Section 12651(a) and allege that UHS,
21 its agents and affiliates, knowingly and intentionally requested reimbursement from the State of
22 California through the various school districts, county offices of education and/or SELPAs and
23 other political subdivisions with which the defendant had contracted, and knowingly requested
24 additional funds from the school districts and SELPAs themselves for students it falsely claimed
25 were receiving qualified educational instruction, all the while knowing that it had not complied
26 with the material terms of the master contracts, and that the ADA and other records and
27 invoices it submitted did not accurately reflect that the UHS personnel were unqualified under
28 the law and the terms of the operative Master Contracts to provide the services for which it

1 billed.

2 26. In violation of Government Code section 12651(a)(1), and over the time periods
3 alleged above, defendant invoiced the respective districts and SELPAs for services not in
4 compliance with the operative IEPs for their enrolled students, and for services not actually
5 provided by properly credentialed personnel to the students at the times covered by the
6 respective invoices. The defendant never, at any time, disclosed that it had failed to comply
7 with the material terms of the master contracts. Rather, by submitting certified claims for
8 payment over the time periods alleged, the defendant falsely attested to its compliance with
9 those terms, and created false supporting records, in violation of Government Code section
10 12651(a)(2). Based on the defendant's false certifications of compliance, and false supporting
11 records, the school districts, county offices of education and/or SELPAs and other political
12 subdivisions made payments to the defendant in accordance with the false claims defendant
13 had submitted to them.

14 27. As a direct and proximate result of these actions, the State of California, the
15 SELPAs, the school districts and the taxpayers have been deprived of funds wrongfully
16 collected by defendant, in an amount according to proof.

17 28. The False Claims Act provides that a person in violation of the Act shall be liable
18 to the State of California or to the affected political subdivision for three times the damages
19 sustained. The Court may also award a civil penalty of up to \$10,000 for each false claim. *Qui*
20 *tam* plaintiffs seek such recovery and all remedies allowed by statute on behalf of the State of
21 California and its political subdivisions.

22 29. As a further direct and proximate result of defendant's conduct, plaintiffs have
23 been compelled to retain attorneys, and have and will continue to incur legal fees and costs
24 vindicating their rights and the rights of the public. This action enforces important civil rights
25 affecting the public interest, and will confer a significant benefit on the general public or a large
26 class of people. In the interest of justice, plaintiffs should not be required to bear the financial
27 burden of enforcement of these important rights. Plaintiffs are entitled to attorney's fees
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1 pursuant to Government Code Section 12652(g)(8) and Code of Civil Procedure Section
2 1021.5.

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WHEREFORE, plaintiffs pray for relief as follows:

1. Under the False Claims Act, for restitution to the State of California, the respective school districts, or any other appropriate public entity and to *qui tam* plaintiffs of all public funds wrongfully collected by defendant UHS.

2. Under the False Claims Act, for three times the damage suffered by the State of California, the school districts, or any other appropriate entity for the defendant's wrongful collection of public funds.

3. Under the False Claims Act, for civil penalties to the State of California, the school districts, or any other appropriate entity and to *qui tam* plaintiffs of \$10,000 for each false claim made by defendant UHS.

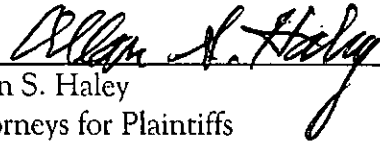
4. For prejudgment interest, where available.

5. For reasonable attorneys' fees and costs.

6. For all other just and proper relief.

Dated: September 28, 2011

HALEY & BILHEIMER

By: 
Allan S. Haley
Attorneys for Plaintiffs

	A	B	C	D	E	F	G	H
3				Full Time		Date of		
4				(F) or Sub-	Credential	First Approp.	Date of	Credential at
5	Teacher Name	School Name	Date Hired	stitute (S)	When Hired	Credential	Termination	Termination
6	IDEISHI-HARVEY, LINDA M.	Blue Mtn. Academy	9/15/2003	F	none	3/14/2005	3/19/2006	none
7	REILLY, MICHELLE M.	Blue Mtn. Academy	10/6/2003	F	none	-	10/6/2006	none
8	KASPAR, MARIE C.	Blue Mtn. Academy	6/21/2004	F	Level 1	canceled	12/20/2005	none
9	GEORGE, JENNIFER L.	Blue Mtn. Academy	11/22/2004	F	none	3/20/2006	6/29/2007	Prov. Intern
10	THOMPSON, LA TRISHA M.	Blue Mtn. Academy	5/9/2005	F	none	-	12/2/2005	none
11	SCHWARTZ, MELINDA N.	Blue Mtn. Academy	5/23/2005	F	none	-	6/29/2007	none
12	FUSELIER, ANDRE L.	Blue Mtn. Academy	7/5/2005	F	emerg	-	8/28/2006	expired 6/30
13	ROBINSON, PENNY R.	Blue Mtn. Academy	8/22/2005	F	none	-	6/29/2007	none
14	BEJARANO, MARIA E.	Blue Mtn. Academy	9/12/2005	F	none	-	6/26/2008	none
15	TAYLOR, DE SHAWN LA K.	Blue Mtn. Academy	5/8/2006	S	none	-	7/21/2006	none
16	COLUNGA, VALERIE L.	Blue Mtn. Academy	11/28/2005	F	subst. only	2/17/2006	6/29/2007	Prov. Intern
17	LANTZ, JOYCE D.	Blue Mtn. Academy	8/27/2007	F	Intern - restr.	-	3/6/2008	Intern - restr.
18	JOHNSON, ERIC L.	Creekside Academy	10/9/2001	F	none	8/19/2002	1/18/2006	subst. only
19	LASITER, JOHN B.	Creekside Academy	3/6/2002	F	subst. only	7/1/2006	8/28/2009	Level 1
20	OVERBY, GARNETT L.	Creekside Academy	7/15/2002	F	none	10/8/2002	8/14/2006	emerg - restr.
21	CARTER, PRESHICE M.	Creekside Academy	11/5/2002	F	none	4/12/2004	8/15/2006	Intern
22	MINOR, MELINDA G.	Creekside Academy	1/20/2004	F	none	8/16/2004	8/8/2008	Intern - restr.
23	MULLARKEY, KERRY S.	Creekside Academy	3/1/2004	F	none	6/13/2004	5/4/2006	emerg
24	GOTTLIEB, CARYN L.	Creekside Academy	5/24/2004	F	subst. only	11/3/2004	7/14/2006	Intern
25	ALLEN, TRINA N.	Creekside Academy	1/25/2005	F	none	-	8/10/2009	none
26	REALI, ROY J.	Creekside Academy	4/11/2005	F	emerg	-	8/4/2006	expired 5/01
27	HOCKING, PAMELA E.	Creekside Academy	8/20/2007	F	none	5/27/2009	7/31/2009	Level 1.
28	GLOECKLE, RICHARD E.	Creekside Academy	4/18/2008	F	none	-	8/16/2008	none
29	BUJNOSEK, CECILIA G.	Creekside Academy	11/14/2006	S	none	-	1/25/2008	none
30	DOMINGUEZ, RAQUEL N.	Creekside Academy	1/8/2007	S	none	-	4/14/2008	none
31	ALBEE, SHIRLEY A.	Creekside Academy	3/25/2008	S	none	-	5/30/2008	none
32	CLARK, PATRICIA A.	Desert Valley Hope Ac.	11/15/2005	F	subst. only	-	1/5/2006	subst. only
33	LITTLES, DEMOND A.	Desert Valley Hope Ac.	5/22/2006	F	none	-	8/18/2006	subst. only
34	OVERSTREET, CARLA D.	Desert Valley Hope Ac.	2/21/2006	F	subst. only	-	4/28/2006	subst. only
35	WOODARD, NANCY J.	Desert Valley Hope Ac.	12/13/2004	F	subst. only	1/24/2005	1/27/2006	emerg
36	HEMMINGS, SHANIQWA K.	Desert Valley Hope Ac.	10/2/2006	S	none	-	11/17/2006	none
37	PEPITO, CHRISTIAN B.	Desert Valley Hope Ac.	3/29/2004	S	none	-	5/7/2007	none
38	WANTZ, DOUGLAS E.	Desert Valley Hope Ac.	4/10/2006	S	none	-	5/26/2006	none
39	DUNCAN, ROGER E.	Mission Bell Academy	2/28/2005	F	emerg exp 3/06	10/14/2009	7/29/2010	Level 1

	A	B	C	D	E	F	G	H
40				Full Time		Date of		
41				(F) or Sub-	Credential	First Approp.	Date of	Credential at
42	Teacher Name	School Name	Date Hired	stitute (S)	When Hired	Credential	Termination	Termination
43	FRIDAY, STEPHANIE B.	Mission Bell Academy	11/17/2003	F	none	5/16/2005	11/3/2006	waiver
44	GOMEZ, CHRISTOPHER A.	Mission Bell Academy	10/29/2007	F	none	1/3/2008	7/4/2008	Level 1
45	GREEN, STANLEY M.	Mission Bell Academy	5/24/1999	F	waiver exp 6/2000	9/28/2005	6/29/2007	Prov. Intern
46	MARSH, CHRISTOPHER	Mission Bell Academy	3/15/2004	F	none	5/17/2010	-	Prov. Intern
47	MATTHEWS, KATHLEEN M.	Mission Bell Academy	10/13/2003	F	none	4/26/2006	8/15/2008	Level 1
48	METARREF, ADRIANA N.	Mission Bell Academy	2/21/2006	F	none	7/6/2009	10/9/2009	Intern
49	ONEILL, BRIAN H.	Mission Bell Academy	9/5/2006	F	none	-	11/7/2006	none
50	PATEY, MAYRA	Mission Bell Academy	4/9/2009	F	none	-	4/24/2009	none
51	PRAISUWAN, LESLIE D.	Mission Bell Academy	1/26/2000	F	none	9/1/2010	-	Intern
52	SHANKS, SALDETOR A.	Mission Bell Academy	10/15/2007	F	none	-	8/28/2008	none
53	TELLEZ, TANIA	Mission Bell Academy	6/7/2004	F	none	10/17/2005	1/19/2006	waiver
54	VASCONES, YVETTE I.	Mission Bell Academy	10/3/2002	F	none	12/22/2005	11/3/2006	waiver
55	AUSTIN, GEORGE H.	Mojave Ridge Academy	3/4/2004	F	none	-	2/10/2006	subst. only
56	BERMUDAS, SIMIALLAH	Mojave Ridge Academy	1/10/2005	E	emerg -restr	12/11/2007	9/12/2008	Intern
57	CASTRO, JAVIER T.	Mojave Ridge Academy	10/11/2004	F	none	-	4/27/2007	subst. only
58	FERRANTE-MORA, KIMBERLY A.	Mojave Ridge Academy	1/7/2011	F	none	2/1/2011	-	Intern
59	PHIRI, JILL	Mojave Ridge Academy	3/9/2004	F	none	1/4/2010	-	Intern
60	PRASAD, GANESH	Mojave Ridge Academy	9/7/1999	F	none	4/18/2006	-	Level 1
61	TENNISON, TOM E.	Mojave Ridge Academy	4/20/2001	F	waiver - restr.	4/20/2003	3/2/2009	Intern
62	MCINTYRE, SHANE D.	Morongo Basin Learning	10/1/2007	F	none	8/24/2009	-	Intern
63	MOEDER, PAMELA J.	Morongo Basin Learning	4/14/2003	F	none	-	6/12/2007	Intern - restr.
64	CONNORS, ROBERT E.	Parkway Academy	8/21/2006	F	subst. only	-	9/1/2006	subst. only
65	GARCIA, PEDRO F.	Parkway Academy	9/7/2007	F	Intern - restr.	-	10/13/2010	none
66	JOHNSON, JERRY C.	Parkway Academy	3/3/2008	F	none	-	2/20/2009	none
67	CARTER, CARNELL B.	Rancho Acad. of Learning	10/20/2003	F	subst. only	-	7/10/2007	Prov. Intern
68	ESPOSITO, REBECCA A.	Rancho Acad. of Learning	8/17/2007	F	none	-	10/16/2009	Intern - restr.
69	JUAREZ, WENDY E.	Rancho Acad. of Learning	8/7/2009	F	waiver - restr.	12/23/2002	2/3/2006	emerg
70	PAGE, JANELLE C.	Rancho Acad. of Learning	11/17/2003	F	none	1/1/2005	6/29/2007	Intern
71	RICHARDSON, LAWANNA L.	Rancho Acad. of Learning	10/22/2007	F	none	11/9/2009	-	Intern
72	ROMANO, GABRIELA I.	Rancho Acad. of Learning	2/2/2009	F	subst. only	-	10/12/2009	Intern - restr.
73	ROSS, ERICKA J.	Rancho Acad. of Learning	10/16/2009	F	subst. only	2/24/2010	-	Intern
74	SCIOLLA, LORISA R.	Rancho Acad. of Learning	2/5/2007	F	none	2/12/2009	-	Intern
75	STEPHENSON, JON P.	Rancho Acad. of Learning	10/3/2005	F	subst. only	-	12/16/2006	expired
76	WARSI, ARIF H.	Rancho Acad. of Learning	5/21/2007	F	subst. only	-	8/6/2007	subst. only

	A	B	C	D	E	F	G	H
77				Full Time		Date of		
78				(F) or Sub-	Credential	First Approp.	Date of	Credential at
79	Teacher Name	School Name	Date Hired	stitute (S)	When Hired	Credential	Termination	Termination
80	WILSON, MARK A.	Rancho Acad. of Learning	8/15/2001	F	revoked	revoked	6/29/2007	revoked
81	BARBOUR, DESI L.	Keystone Elk Grove	8/30/2005	F	subst. only	-	3/27/2006	subst. only
82	HENSLEY, RENEE M.	Keystone Elk Grove	12/30/2004	F	Intern - restr.	-	7/21/2006	Intern - restr.
83	JONES, MARK	Keystone Elk Grove	8/1/2000	F	none	-	7/7/2006	Intern - restr.
84	MONDAY, JESSICA	Keystone Elk Grove	6/14/2000	F	none	-	2/10/2006	emerg - restr.
85	PORTER, STACEY L.	Keystone Elk Grove	6/1/1999	F	none	4/1/2003	3/10/2006	Level 1
86	ATENCIO, MOSES A.	Keystone Elmira	4/24/2006	F	Intern - restr.	-	5/5/2006	Intern - restr.
87	BOTTUM, CAROLYNNE T.	Keystone Elmira	2/6/2006	F	Intern - restr.	-	8/15/2006	Intern - restr.
88	BREWER (FARMER), RHONDA L.	Keystone Elmira	11/6/2006	F	Intern - restr.	-	8/17/2007	Intern - restr.
89	FRANCIES, LAMONT A.	Keystone Elmira	10/31/2005	F	subst. only	9/27/2006	3/7/2007	Prov. Intern
90	GRAGNANO (REYES), TRICIA F.	Keystone Elmira	7/11/2005	F	none	8/1/2005	8/19/2006	Prov. Int. exp.
91	HUNT, JAMES E.	Keystone Elmira	10/21/2002	F	none	-	8/28/2006	none
92	ALVA, SUSAN J.	Keystone Ramona	5/27/2003	F	none	-	9/7/2006	none
93	CERGOL, MELISSA L.	Keystone Ramona	4/29/2002	F	none	-	2/28/2006	none
94	CROCKETT, DAVID	Keystone Ramona	9/7/1999	F	none	-	9/19/2006	none
95	LANGER, BETTY S.	Keystone Ramona	9/24/2007	F	none	-	10/19/2007	none
96	RASK, STEVEN P.	Keystone Ramona	3/15/2004	F	none	-	7/9/2007	none
97	BACA, ALEXANDER	Keystone Ventura	10/10/2005	F	none	5/1/2006	11/10/2006	Prov. Intern
98	BURNS, TELANA M.	Keystone Ventura	1/5/2005	F	none	3/25/2005	4/10/2007	emerg. only
99	GUSTAFSON, RUSSELL A.	Keystone Ventura	9/6/2005	F	none	-	4/28/2006	none
100	HERRERA, MICHAEL J.	Keystone Ventura	1/24/2005	F	waiver	-	7/31/2006	exp 1/24/2006
101	PETERS, DEBI K.	Keystone Ventura	8/25/2005	F	subst. only	-	3/5/2006	subst. only
102	WICK, AMY M.	Keystone Ventura	7/16/2007	F	none	-	8/24/2007	none
103	WILLS, ELIZABETH K.	Keystone Ventura	2/14/2006	F	waiver (Solano Co)	-	7/21/2006	Solano only
104	BENNECKE, ANGELA N.	Keystone Vista del Mar	5/1/2003	F	none	2/1/2006	3/2/2006	S-T Staff
105	FITZMAURICE, SHARON D.	Keystone Vista del Mar	2/16/2005	F	subst. only	-	8/26/2006	none
106	MCARDLE II, ROBERT F.	Keystone Vista del Mar	3/6/2006	F	subst. only	-	6/13/2006	subst. only
107	PLUNKETT III, ROBERT L.	Keystone Vista del Mar	11/26/2007	F	cert. of elig. only	-	8/19/2008	none
108	RICHARDSON, MARK W.	Keystone Vista del Mar	3/20/2006	F	none	-	8/14/2006	none

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5 Nevada City, CA 95959
6 telephone 530.265.6357
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8 *Attorneys for Plaintiffs Anthony Martin (by*
9 *and through his guardian ad litem Carol Hopkins),*
10 *Nicola Parr, Jason Bradley and Jessica Neu-Helms*

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF SACRAMENTO

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11 ANTHONY MARTIN, by and through his)
12 guardian *ad litem* CAROL HOPKINS,)
13 NICOLA PARR, JASON BRADLEY, and)
14 JESSICA NEU-HELMS,)
15)
16 *Plaintiffs,*)
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Case No.: 34-2009-044335-CU-FR-GDS
**PROOF OF SERVICE OF THIRD
AMENDED COMPLAINT**

15 v.
16 UHS OF DELAWARE, INC., a Delaware
17 corporation, and DOES 1 through 100,
18 inclusive,
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Defendants.



