

# Exhibit 54



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## Initial Review of Mid-Size Batch Applications

### BACKGROUND

<b>Name of Institution and OPEID</b>	Empire Beauty School (49 listed Franchises. See attached document for individual OPEIDs.) <sup>1</sup>
<b>Open or Closed</b>	See Attached OPEID Document
<b>Date Advanced Letter Sent</b>	N/A
<b>Additional Locations</b> • Add closure date if applicable	<ul style="list-style-type: none"> <li>- Empire Beauty School – Flagstaff (OPEID- 01180800)</li> <li>- Empire Beauty School – Arvada (OPEID- 02072200)</li> <li>- Empire Beauty School – Thornton (OPEID-02160600)</li> <li>- Empire Beauty School – Lakewood (OPEID-01070900)</li> <li>- Empire Beauty School – Littleton (OPEID-02141100)</li> <li>- Empire Beauty Schools – (OPEID-02179600)</li> </ul>
<b>Corporate Owner(s)</b>	Each individual location, while under the franchise umbrella of Empire Beauty School, is independently owned and operated. Many locations have, or have had, multiple owners at any given time. While the individual schools (based on their OPEID numbers) are unique, many of them are owned, at least in part, by either EEG, Inc. or Empire Beauty School, Inc.
<b>Total Number of Applications</b>	There were 205 applications as of August 13, 2020 193 at Empire Beauty School Locations; 3 at Flagstaff; 1 at Arvada; 1 at Thornton; 1 at Lakewood; 3 at Littleton; 3 at Empire Beauty Schools.
<b>Patterns of Alleged Misconduct</b>	As detailed below, former students at the Empire Beauty School locations have made consistent allegations against the school. However, based on the applications, the borrowers do not present evidence that indicates that the Empire Beauty School locations listed above have committed overt or repetitive misconduct, fraud, or misrepresentations. The application narratives provide individual experiences, frustrations, or issues encountered as a customer of Empire Beauty School. Additionally, although some of the allegations asserted may be relevant to Borrower Defense, the borrowers fail to provide any supporting evidence to establish a pattern or practice of this type of misconduct.
<b>Internal ED Investigation(s)</b> • PC, AAASG, OIG	<p><b>AAASG/Debarment</b></p> <p>In 2007, <a href="#">Ms. Janet Ferguson</a> was sent notice proposing to debar her from participation in all covered transactions under procurement and non-procurement programs and activities of any federal agency. As an Admissions Representative at Empire Beauty School in Harrisburg, PA, Ms. Ferguson plead guilty to Making False Statements in Federal Student Loan Applications and False Use of a Social Security Number. Under the first count, Ms. Ferguson admitted to knowingly and willfully making</p>

<sup>1</sup> [Empire Beauty School OPEIDs](#)



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materially false statements in federal student loan and grant applications for the purpose of obtaining federal education benefits and with the intent to deceive. As a result of her guilty plea, Ms. Ferguson was sentenced to 14 months of imprisonment and was ordered to restitution to Empire Beauty School in the amount of \$9,191.36 and to the PA Department of Labor, \$9,204.00.

In 2011, Tara Wright, former Admissions Representative at Empire's Manhattan Campus enrolled ineligible students at Empire by creating and/or accepting fraudulent High School Diplomas and New York State General Equivalency Diplomas (GED), as well as falsifying registration and financial aid documents. She was debarred for her actions. On July 20, 2009, Wright was sentenced on felony charges of federal financial aid fraud in the United States District Court in the Southern District of NY.

On June 26, 2013, AAASG sent notice proposing to debar [Mr. David Benton](#) from receiving financial and non-financial assistance or benefits from any federal agency, under procurement and non-procurement programs and activities. As a former Admissions Representative for Empire Education Group-Bordentown, from about April 2, 2007 through March 9, 2009, Mr. Benton created false documents, made false statements on documents, accepted false documents, and forged documents necessary for students to obtain federal financial aid. As a result of his conviction for falsifying documents for students to obtain federal student aid, Mr. Benton was sentenced to, among other things, five years of probation, six months home confinement, and 300 hours of community service. Mr. Benton was also ordered to pay a \$15,000 fine and an assessment of \$100.00.

December 17, 2013, AAASG sent notice proposing to debar [Ms. Katie Champion](#) from receiving financial and non-financial assistance or benefits from any federal agency, under procurement and non-procurement programs and activities. Between December 21, 2007 and June 21, 2010, while employed as an admissions representative at Empire Beauty School, Ms. Champion created false documents, made false statements on documents, accepted false documents and forged documents necessary for students to obtain federal financial aid.<sup>2</sup>

**OIG Investigation**

Ineligible disbursements – one employee falsifying docs. 2015 (02149800)

PRCN: 201330228269

<sup>2</sup> [AAASG Monthly Report June 2014](#), [AAASG Monthly Report September 2015](#)

## Finding 1. Ineligible Disbursements

The citation, 34 C.F.R. § 668.32(e), states that in order to receive Federal Student Aid funds, a student must be qualified to study at the Post-Secondary level. Empire had self-reported to the Office of Inspector General (OIG) that it believed an Admission Representative had admitted and enrolled students who did not have valid high school diplomas or valid GEDs. The OIG conducted an investigation into this individual and confirmed the fraudulent activity. Empire was required to provide documented evidence that the funds obtained from these falsified reports, totaling \$231,407.88, had been returned to the appropriate program for the students in question. The final determination stated that based on the documentation provided by Empire, the school must refund the Department \$33,687 in interest.

### OIG Investigation

A 2011 OIG investigation revealed that Tara Wright, former Admissions Representative at Empire's Manhattan Campus enrolled ineligible students at Empire by creating and/or accepting fraudulent High School Diplomas and New York State General Equivalency Diplomas (GED), as well as falsifying registration and financial aid documents. Approximately \$200,000 in Federal Student Aid was disbursed on behalf of the ineligible students based on representations that they were high school graduates or had earned their GEDs. On July 20, 2009, Wright was sentenced on felony charges of federal financial aid fraud in the United States District Court in the Southern District of NY. OIG agents reviewed enrollment records for additional Admissions Representatives but did not find substantial evidence to warrant further investigation. However, the program review did find Empire to be in noncompliance with its campus security policies and distribution of an annual security report.

### [PRCN: 201330228268 \(02344200\) \(2015\)](#)

## Finding 1: Ineligible Disbursements

The citation, 34 C.F.R. § 668.32(e), states that in order to receive Federal Student Aid funds, a student must be qualified to study at the Post-Secondary level. Empire had self-reported to the Office of Inspector General (OIG) that it believed an Admission Representative had admitted and enrolled students who did not have valid high school diplomas or valid GEDs. The OIG conducted an investigation into this individual and confirmed the fraudulent activity. The investigation confirmed the employee assisted students in obtaining fraudulent GEDs and high school diplomas in order to register for classes at Empire. Empire provided documented evidence that \$385,297.08 from the list entitled "Confirmed Ineligible" has been returned to the appropriate program. The Department was able to confirm \$259,318.50 from the list entitled "Fake



Camden High School Diplomas” was returned to the appropriate program. Empire provided further documentation confirming the funds have been returned to the Department. Based on the documentation submitted by Empire, Empire must refund \$80,405.39 in interest to the Department.

The 2013 OIG investigation revealed that a former Empire Admissions Representative at the Bordentown, New Jersey campus, David Benton, enrolled ineligible students at Empire by knowingly accepting fraudulent high school diplomas and New Jersey State General Equivalency Diplomas (GED). Based on a review of Empire’s records and interviews conducted by EDOIG, EDOIG determined that Benton was responsible for at least 20 fraudulent enrollments. The total Title IV aid disbursed for these enrollments was \$247,694.84. On April 7, 2001, Benton plead guilty to an information for felony charges of Federal Student Aid fraud in the United States District Court in the District of New Jersey. In addition, a subsequent EDOIGs investigation lead to the arrest of Katie Champion, an Admissions Representative at the Cherry Hill campus. Champion also plead guilty to Federal Student Aid fraud in the United States District Court in the District of New Jersey. Based on Empire’s review of enrollment records, EDOIG determined that Empire was responsible for a total of \$385,297.08 in Title IV disbursed for students who were ineligible based on fake proof of secondary education or whose eligibility was unable to be confirmed.

#### **Program Compliance**

##### **PRCN: 201020227160 (OPEID-02173200) (2011)**

This 2011 program review had two findings. The first was Crime Awareness Requirements Not Met and the second was Ineligible Student -High School Student. The nature of these findings do not indicate that this review is related to borrower defense.

##### **PRCN: 201220227827 (OPEID- 02079410 - formerly 01260500) (2017)**

#### **Finding 1. Inaccurate/Unsupported Attendance Records**

Empire Beauty School uses a system known as Time Star to record time and attendance for all of its students. The review of the institution and the Time Star program determined that the Time Star system is impacting the school’s ability to properly monitor whether a student is making satisfactory academic process. In addition, it also affects Empire’s ability to properly determine when a student has completed the required number of hours in a payment period and started another payment period.

In response to the findings, Empire agreed that the Time Star system had been erroneously set up in a manner that could result in a students

	<p>receiving credit for “excess hours” if they clocked in before the scheduled time of their classes and that the “excess hours” could be credited to the students as “makeup” hours even when they had not missed classes. Empire ultimately modified the system to prevent this type of error from occurring again. They also reviewed their files to determine if there had been improper disbursements of Title IV funds to Empire due to the system error. The final determination was the Empire is liable for \$62,214.02 in returns due back to the Title IV programs. Although Empire failed to properly account for student attendance, this finding is outside the scope of borrower defense.</p> <p><a href="#">PRCN: 201410228466 (OPEID-00966400) (2018)</a></p> <p>Finding 1. Incentive Compensation Violation          Empire violated incentive compensation regulations when it provided employees directly involved in the enrollment and recruitment of students with yearly increases based in part on factors that consider the employee’s success in recruiting and securing enrollments. the incentive compensation violation identified in this finding is a corporate-wide issue for all schools owned and operated by EEG, Inc. Although Empire violated the incentive compensation regulation, this finding is outside the scope of borrower defense.</p>
<b>Internal Contact(s) for Further Investigation</b>	Jacqueline Watford and Jane Eldred
<b>External Investigations (AG), Evidence or Litigation Related to BD</b>	A review of publicly available information found no evidence related to Borrower Defense.
<b>External Contact(s) for Further Investigation</b>	N/A
<b>External Investigations, Evidence or Litigation NOT related to BD</b>	<p><a href="#">Jones v. EEG, INC., 2016 WL 1572901</a></p> <p>The plaintiffs in this lawsuit allege that Empire Beauty Schools systemically charge more for student-provided cosmetology services than the cost of the materials used in providing those treatments in violation of Pennsylvania and New Jersey state law. A settlement in the case was reached in the amount of \$6,750,000.</p>
<b>News Articles/Media</b>	<p><b>REGIS TO MERGE BEAUTY SCHOOLS INTO EMPIRE EDUCATION GROUP – 2007</b></p> <p>The Regis Corporation entered into an agreement to merge its 51 accredited cosmetology schools into Empire Education Group. Upon completion of the transaction, Regis Corporation will own a 49 percent minority interest in Empire Education Group.</p> <p><a href="https://www.sec.gov/Archives/edgar/data/716643/000110465907030693/a07-11872_1ex99.htm">https://www.sec.gov/Archives/edgar/data/716643/000110465907030693/a07-11872_1ex99.htm</a></p>

	<p>Empire Beauty School, Inc. Profile <a href="https://www.bloomberg.com/profile/company/0835269D:US">https://www.bloomberg.com/profile/company/0835269D:US</a></p> <p><b>AG Secures \$900,000 to Help Students of Online Education Company</b> An April 2018, press release put out by the Massachusetts Office of Attorney General Maura Healey mentioned that the MA AG's office "reached a settlement with Empire Beauty, a for-profit cosmetology school with locations in Boston, Framingham, and Malden, over allegations of failing to provide job placement rates to prospective students and engaging in excessive recruitment calls."<sup>3</sup> <a href="https://www.mass.gov/news/ag-secures-900000-to-help-students-of-online-education-company">https://www.mass.gov/news/ag-secures-900000-to-help-students-of-online-education-company</a></p>
<b>Name of Reviewer</b>	Shana Metzger
<b>Date Review Completed</b>	08/24/2020

## SUMMARY OF ALLEGATIONS AND RECOMMENDATION

<b>Summary of Allegations Reviewed</b>	<p>As of August 13, 2020, there were 205 Borrower Defense applications filed against the Empire Beauty School franchises, with enrollment dates ranging from 1987 to 2020. The bulk of the applicants have enrollment start dates between 2003 and 2019. While the franchises are separate entities, the allegations across the locations were similar in nature.</p> <p><u>Admissions and Urgency to Enroll:</u> Of the 205 applications, 68 borrowers raised admissions and urgency to enroll allegations. Borrowers allege that various Empire Beauty School franchises used similar sales tactics that included pressuring potential students into enrolling quickly and offering incentive programs such as a discount on tuition if the borrower enrolled right then. These claims are not the type that would warrant Borrower Defense relief absent a misrepresentation.</p> <p><u>Career Services:</u> Of the 205 applications, 99 borrowers raised career services allegations. Borrowers allege that Empire Beauty School(s) failed to assist them with job placement, placed them in externships that they believed would lead to permanent positions but did not, made false promises regarding the types of connections that Empire Beauty School had with potential employers in the community, promised to assist them with interview skills and failed to prepare them for their board certification tests. Although the allegations asserted may be relevant to Borrower Defense, the borrowers fail to provide any supporting evidence and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct.</p>
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<sup>3</sup> I was unable to find any evidence relating to this settlement.



	<p><u>Educational Services:</u></p> <p>Of the 205 applications, 94 of the borrowers' allegations discuss the quality of the education received, including misrepresentations as to the quality and qualifications of the instructors, the high turn-over rate of instructors, the student-teacher ratio being higher than promised, and the fact that the school stated that they offered state prep classes but did not. Although the allegation asserted may be relative to Borrower Defense, the borrowers fail to provide any supporting evidence and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct.</p> <p>Finally, several borrowers stated additional claims including bullying, inadequate accommodations for a borrower with a learning disability, and fraudulently signing documents on behalf of the borrower. While the potential for issues of harassment, discrimination and fraud need not be ruled out, these allegations are outside a Borrower Defense determination.</p> <p><u>Employment Prospects:</u></p> <p>Of the 205 applications, 134 borrowers raised employment prospect allegations. Borrowers allege that Empire lied about job placement rates, employment outcomes, job placement assistance, their network of potential employers in each city, and compensation rates upon completion of their course work. In addition, some borrowers claim that the school lied to them about their ability to be gainfully employed upon graduation due to their felony convictions. Borrowers have failed to provide any supporting evidence that exhibits a pattern of practice consistent with misconduct and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct.</p> <p><u>Program Costs and Nature of Loans:</u></p> <p>Of the 205 applications, 124 borrowers raised employment program costs and nature of loans allegations. Borrowers allege that the amount of tuition was one amount and later found out that it was considerably more, that they were not informed about the nature of the loans or how much the program would cost, that the school did not properly explain to them the nature of the loans when they asked, and that the school told them that all equipment would be covered in the tuition but were later made to pay for them separately. These claims are not the type that would warrant Borrower Defense relief absent a misrepresentation.</p> <p>Finally, several borrowers have alleged that Empire signed for, and took out, loans in their name without the borrowers' knowledge or understanding and/or lied to them about nature and amounts of the loans. In addition, parent borrowers allege that they were unaware that they were taking out loans in</p>
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	<p>their own names but believed that they were co-signing for loans in their child’s name. These types of allegations are consistent with possible fraudulent activity associated various Empire franchisees’ loan application and management practices. However, and while the potential for fraud need not be ruled out, these allegations pertain to a false certification of loans review and therefore, are outside a Borrower Defense determination.</p> <p><u>Transferring Credits:</u>                  Of the 205 applications, 150 borrowers raised transferring credits allegations. Borrowers allege that Empire told them that their credits earned at other institutions would transfer over or that their credits were transferrable. However, they do not provide any evidence of the credits’ purported transferability and therefore have not provided enough evidence that exhibits a pattern of practice consistent with misconduct and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct..</p> <p><u>Other:</u>                  Of the 205 applications, 112 borrowers raised “other” allegations. Borrowers provided explanatory narratives relevant to their personal experiences, addressing the implications of acquiring educational debt without secure employment, commenting on the quality of their educational experience, or detailing interpersonal relationship issues. The allegations do not suggest widespread misrepresentations or violations. These claims are not the type that would warrant Borrower Defense relief absent a misrepresentation.</p>
<p><b>Recommended Next Steps</b></p>	<p>In reviewing the allegations as a whole, a number of the types of allegations asserted by the borrowers are those that are consistent with possible harassment, discriminatory, or fraudulent activity associated various Empire franchisees’ loan application and management practices. However, and while the potential for harassment, discrimination and fraud need not be ruled out, these allegations are outside a Borrower Defense determination.</p> <p>With that said, most of the allegations asserted may be relevant to Borrower Defense. However, based on public information (including public records, news articles, court documents, and filings), Department of Education internal resources (FPRDs, AAASG, and OIG investigations), and the review of the claims, there is insufficient evidence to suggest that the named Empire Beauty School franchises engaged in widespread conduct of a type that would warrant borrower defense relief. In addition, the borrowers fail to provide any supporting evidence to support the allegations. Without further evidence, it is recommended that the cases be adjudicated individually. Additionally, as there is no evidence of widespread misconduct, notice to the schools on these claims is not required.</p>





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<b>Recommended Focus Area(s)</b>	N/A
<b>APPROVED BY:</b>	Sarah Angilello
<b>DATE:</b>	08/24/2020

<b>Evidence Considered</b>	<input type="checkbox"/> Attorney Submission <input type="checkbox"/> Borrower Submission <input type="checkbox"/> Consumer Protection Financial Bureau (CPFEB) <input type="checkbox"/> Department of Education-Office of Investigator General (OIG) <input type="checkbox"/> Documents Submitted by the school in response to your application <input type="checkbox"/> Evidence Obtained by the Department in conjunction with its regular oversight activities <input type="checkbox"/> Federal Trade Commission (FTC) <input type="checkbox"/> Department of Justice (DOJ) <input type="checkbox"/> U.S. Securities and Exchange (SEC) <input type="checkbox"/> Attorney General _____ (state) <input type="checkbox"/> Other <input type="checkbox"/> No Other Evidence Considered
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<b>Advanced Letter Requests</b>	<input type="checkbox"/> Standard Letter <input type="checkbox"/> Standard Letter Plus: •
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**Links:** In this section please provide the Sharepoint links to working documents and evidence reviewed. Example of items to provide links for below.

- Advanced Letter (if applicable)
- Salesforce Allegation Report
  - [Cases with Allegations Report](#)
- Program Review Report

# Exhibit 55



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### Initial Review of Medium Batch Applications

#### BACKGROUND

<b>Name of Institution and OPEID</b>	Everglades University and Everglades College, d/b/a Keiser University <sup>1</sup> 02151900
<b>Open or Closed</b>	Open
<b>Date Advanced Letter Sent</b>	
<b>Additional Locations</b> • Add closure date if applicable	See Attachment A -Everglades University and Everglades College Additional Locations
<b>Corporate Owner(s)</b>	Everglades College, Inc.
<b>Total Number of Applications</b>	525 (as of 7/1/2020)
<b>Patterns of Alleged Misconduct</b>	Everglades College currently does not have any pending litigation and BD has not identified evidence that suggests that the Everglades is participating in fraudulent or illegal activity that would support borrower defense discharges. Based on a sample of 50 applications below, the borrowers do not present evidence that indicate Everglades committed misconduct, fraud, or misrepresentations. The application narratives provide individual experiences, frustrations, or misunderstandings encountered as a customer of Everglades.
<b>Internal ED Investigation(s)</b> • PC, AAASG, OIG	<u>Program Compliance</u>  <u>AAASG and OIG Investigations</u>
<b>Internal Contact(s) for Further Investigation</b>	N/A
<b>External Investigations (AG), Evidence</b>	<a href="#">Assurance of Voluntary Compliance, In the Investigation of Keiser University, et al, Case No. L10-3-1201</a> 10/25/2012 Settlement without an admission of guilt between the State of Florida and Everglades College over Florida's Deceptive and Unfair Trade Practices Act allegations.

<sup>1</sup> Everglades, Inc., owns both Everglades University and Keiser University. Everglades, Inc. purchased Keiser in 2011. The 2012 Florida Attorney General Assurance of Voluntary investigated practices at both Everglades University and Keiser University from before and after the sale. Our investigation did not reveal any evidence to establish a pattern or practice of misconduct occurring at Keiser prior to the purchase, outside of the Assurance of Voluntary Compliance noted above.



<b>or Litigation Related to BD</b>	<p>Everglades entered into the Assurance of Voluntary Compliance (AVC) without an admission that they violated Florida's Deceptive and Unfair Trade Practices Act, or any other law, and solely for the purpose of resolution of the matter with the Attorney General. The AVC established that Everglades would implement disclosure policies in several areas, including the transfer of credits, to the extent that they were not already in place.</p> <p>Pursuant to the AVC, Everglades offered a retraining program for students who attended Everglades during the "relevant period" of 1/1/2008-10/25/2012. The AVC states that Everglades "offered this definition in a show of good faith to their former students and in recognition of the current economic climate of the United States." (AVC Section 10(a)(ii), Page 7). The Department is not in possession of any evidence from the investigation at this time and the conclusions made in this memo were reached without access to such evidence.</p>
<b>External Contact(s) for Further Investigation</b>	N/A
<b>External Investigations, Evidence or Litigation NOT related to BD</b>	<p><a href="#">United States v. Everglades Coll., Inc., 855 F.3d 1279 (11th Cir. 2017)</a> Settlement without an admission of guilt between DOJ and Everglades College over False Claims Act allegations of incentive payments to admission counselors</p> <p><a href="#">Telephone Consumer Protection Act Class Action</a> On July 28, 2016 the Broward Palm Beach New Times wrote an article about a class action suit which contended that Keiser University was using recruiters (also known as admissions counselors) to make phone calls to prospective students. The article claims that the school violated the Telephone Consumer Protection Act by doing so because the recruiters pay was incentivized based on the number of student's they were able to enroll. In a statement from the university concerning this matter, the school denied all wrongdoing.</p>
<b>News Articles/Media</b>	<p><a href="https://www.prnewswire.com/news-releases/keiser-university-to-become-private-not-for-profit-university-114160804.html">https://www.prnewswire.com/news-releases/keiser-university-to-become-private-not-for-profit-university-114160804.html</a> 1/18/2011 Everglades College, Inc., the non-profit owner of Everglades University, acquired Keiser University.</p> <p><a href="#">Florida Attorney General Settlement</a> On October 31, 2012 the Southern Florida Sun Sentinel reported a settlement between Keiser and the Florida attorney general's office. The article discusses that the settlement was the result of an investigation into the admissions practice of Keiser University regarding inaccurate enrollment information. Students made allegations that Keiser was providing misleading information about it costs, accreditation, and the transferability of its credits. The settlement agreement provides that Keiser will not admit any fault for its actions but will provide former students with free retraining, and Keiser promises that its admission counselors will not make any misrepresentations concerning the programs that the school offers.</p>

	<p><a href="#">For-Profit to Non-Profit Transition</a></p> <p>On April 23, 2015 Michael Vasquez of the Miami Herald published an online article discussing the change of Keiser University' status from a for -profit institution to a non-profit institution. This article avers that Keiser's change in status was largely due to the Obama Administration's proposal to significantly limited federal funding for career training programs that schools like Keiser University featured. The article further notes how other similarly situated schools like Keiser felt that it was appropriate to switch their status for regulatory reasons and for the public perception reasons.</p>
<b>Name of Reviewer</b>	Conor Kruger
<b>Date Review Completed</b>	07/06/20

**SUMMARY OF ALLEGATIONS AND RECOMMENDATION**

<b>Summary of Allegations Reviewed</b>	<p style="text-align: center;"><b><u>Application Sample:</u></b></p> <p>Borrower Defense reviewed a sample of 50 allegations of each allegation type to identify potential trends in the applicant pool. The enrollment dates for Everglades College range from 1990 to 2019. The narratives in the reviewed applications provide commentary on the quality of education, the transferability of credits, and frustrations arising from the attendance at the school.</p> <p style="text-align: center;"><b><u>Allegation Break Down</u></b></p> <p><b><u>Transferring Credits</u></b></p> <p>Of the 525 total applications, 272 raise a transfer of credits allegation. Of the 50 allegations in sampled applications; 26 allegations assert that Everglades specifically told Borrowers that credits were generally transferable, 10 allegations assert that Borrowers' Everglades credits did not transfer to other institutions but make no allegation as to any representations by the school, and 7 allegations assert that Borrowers were unable or had difficulty transferring credits from other institutions into Everglades including some cases where Everglades made representations to the contrary.</p> <p>Most of the claims are from borrowers who were enrolled in Everglades before the Assurance of Voluntary Compliance (AVC) was reached on 10/25/2012. Of the 272 transfer of credits allegations, 137 are from Borrowers who attended Everglades during the "relevant period" defined in the AVC. The Everglades applications are from borrowers who attended the school over a 29-year period yet over half of the transfer of credits allegations are from the four-year period defined as the "relevant period" in the AVC. In contrast, only 45 allegations are from Borrowers who attended Everglades after the "relevant period" and the AVC was reached between Everglades and the Attorney General for the State of Florida. Although the allegations asserted are of the type that might warrant BD relief, borrowers failed to provide relevant supporting evidence with their claims and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct occurring at Everglades.</p>
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Career Services

Of the 525 total applications, 314 raise a career services allegation. Of the 50 allegations in sampled applications, 14 are of the type that might warrant BD relief, if supported by evidence. The borrowers in the sampled cases allege that they were guaranteed job placement, assistance with job placement, or that they would receive a certain wage or job. Although the allegations asserted are of the type that might warrant BD relief, borrowers failed to provide relevant supporting evidence with their claims and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct occurring at Everglades.

Employment Prospects

Of the 525 total applications, 357 raise an employment allegation. Of the 50 allegations in sampled applications, 20 are of the type that might warrant BD relief, if supported by evidence. The borrowers allege that Everglades representatives lied about job placement assistance, employment outcomes, and the school's relationship with employers. The allegations made in the Employment Prospects claims are quite similar to and/or overlap with those made in the Career Services allegations and many of the allegations in both sections are made by the same borrowers. Borrowers in the sampled cases allege that they were guaranteed job placement, assistance with job placement, or that they would receive a certain wage or job. There are a similar number of Employment Prospect and Career Services throughout the total number of cases and the two have similar rates of relevant cases. Although the allegations asserted are of the type that might warrant BD relief, borrowers failed to provide relevant supporting evidence with their claims and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct occurring at Everglades.

Program Cost and Nature of Loans

Of the 525 total applications, 370 raise a program cost allegation. Of the 50 allegations in sampled cases, 14 are of the type that might warrant BD relief, if supported by evidence. Most of the claims allege that Everglades lied about the cost of attendance, did not properly explain the cost of attendance, or lied about the amount of financial assistance a borrower would receive. A few borrowers allege that they were not informed of payments they would have to make while still enrolled at Everglades. Although the allegations asserted are of the type that might warrant BD relief, borrowers failed to provide relevant supporting evidence with their claims and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct occurring at Everglades.

Educational Services

Of the 525 total applications, 250 raise an educational services allegation. Of the 50 allegations in sampled cases, 16 are of the type that might warrant BD relief, if supported by evidence. The allegations that are of the type that might warrant BD relief are those that allege that they were misled as to the school's accreditation or certification. The borrowers' allegations discuss the quality of the education received, including opinions on the qualifications of instructors, the availability of externships, and the quality of the curriculum. These claims are not the type that would warrant relief absent a misrepresentation.

	<p><u>Admissions and Urgency to Enroll Admissions</u> Of the 525 total applications, 305 raise an admissions allegation. Several borrowers allege that recruiters stated that there were a limited number of spaces filling up quickly and if the borrower failed to sign up that they would have to wait an extended period before enrolling. These claims are not the type that would warrant relief absent a misrepresentation.</p> <p><u>Other</u> Of the 525 total applications, 278 raise an “other” allegation. Of the 50 allegations in sampled cases, 2 are of the type that might warrant BD relief, if supported by evidence. These borrowers provided explanatory narratives relevant to their experiences with accreditation, litigation involving the schools, fees associated with the school. Although the allegations asserted are of the type that might warrant BD relief, borrowers failed to provide relevant supporting evidence with their claims and FSA is not otherwise in possession of evidence to establish a pattern or practice of this type of misconduct occurring at Everglades.</p> <p><u>Job Placement Rate</u> Of the 525 total applications, 2 raise a “job placement rate” allegation, both of which are of the type that might warrant BD relief, but are not supported by evidence.</p>
<b>Recommended Next Steps</b>	<p>The transfer of credits allegations suggest a pattern of misconduct relating to representations of the transferability of credits to and from Everglades; however, the borrowers do not provide any evidence of a pattern and FSA is not in possession of evidence from external investigations to corroborate the allegations.</p> <p>Accordingly, it is recommended that the cases be adjudicated using the standard protocol.</p>
<b>Recommended Focus Area(s)</b>	N/A
<b>APPROVED BY:</b>	Sarah Angilello
<b>DATE:</b>	07/27/20

<b>Evidence Considered</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Attorney Submission</li> <li><input type="checkbox"/> Borrower Submission</li> <li><input type="checkbox"/> Consumer Protection Financial Bureau (CPFB)</li> <li><input type="checkbox"/> Department of Education-Office of Investigator General (OIG)</li> <li><input type="checkbox"/> Documents Submitted by the school in response to your application</li> <li><input type="checkbox"/> Evidence Obtained by the Department in conjunction with its regular oversight activities</li> <li><input type="checkbox"/> Federal Trade Commission (FTC)</li> <li><input type="checkbox"/> Department of Justice (DOJ)</li> <li><input type="checkbox"/> U.S. Securities and Exchange (SEC)</li> <li><input type="checkbox"/> Attorney General _____ (state)</li> </ul>
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	<input type="checkbox"/> Other: Assurance of Voluntary Compliance, In the Investigation of Keiser University, et al, Case No. L10-3-1201 <input type="checkbox"/> No Other Evidence Considered
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<b>Advanced Letter Requests</b>	Standard Letter: <input type="checkbox"/> N/A
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**Links:** (In this section please provide the Sharepoint links to working documents and evidence reviewed. Example of items to provide links for below.)

- [Salesforce Allegation Report](#)
- [Assurance of Voluntary Compliance, In the Investigation of Keiser University, et al, Case No. L10-3-1201](#)

**Attachment A- Everglades University and Everglades College Additional Locations**

- 3108500 Everglades University
- 3108502 Everglades University - Maitland
- 3108504 Everglades University - Miami
- 3108503 Everglades University - Tampa
- 3108501 Everglades University - Sarasota
- 02151900 Keiser University
- 02151901 Keiser University - Melbourne Campus
- 02151902 Keiser University - Tallahassee Campus
- 02151903 Keiser University - Sarasota Campus
- 02151904 Keiser University - Daytona Beach
- 02151905 Keiser College - Daytona Beach Campus
- 02151906 Keiser University – Lakeland
- 02151907 Keiser University - Sarasota SCTI Fire Academy
- 02151908 Keiser University - Miami Campus
- 02151909 Keiser University - Orlando
- 02151910 Keiser University – Jacksonville
- 02151911 Keiser University - Pt St Lucie
- 02151912 Keiser University - West Palm Beach
- 02151913 Keiser University - Pembroke Pine
- 02151914 Keiser University – Tampa
- 02151915 Keiser University – Miami
- 02151916 Keiser University - PSL – COG
- 02151917 Keiser University - Ft Myers
- 02151918 Keiser University - Tallahassee Additional Classrooms
- 02151919 Keiser University - San Marcos Nicaragua
- 02151920 Keiser University – Clearwater
- 02151921 Keiser University – NPR
- 02151922 Keiser University - Flagship (Residential)

02151923 Keiser University - Patrick Air Force Base

02151924 Keiser University – Naples



# Exhibit 56

## Initial Review of Medium Batch Applications

### BACKGROUND

<b>Name of Institution and OPEID</b>	<p>Universal Technical Institute (UTI)</p> <ul style="list-style-type: none"> <li>• 00822100: Avondale, AZ</li> <li>• 02100500: Phoenix, AZ</li> <li>• 02362000: Houston, TX</li> </ul>
<b>Open or Closed</b>	Open
<b>Additional Locations</b> <ul style="list-style-type: none"> <li>• Add closure date if applicable</li> </ul>	<ul style="list-style-type: none"> <li>• 00822101: Lisle, IL</li> <li>• 00822102: Phoenix, AZ (closed 06/11/04)</li> <li>• 00822103: Rancho Cucamonga, CA</li> <li>• 00822104: Mooresville, NC</li> <li>• 00822105: Norwood, MA</li> <li>• 00822106: Long Beach, CA</li> <li>• 00822107: Mooresville, NC (closed 05/22/17)</li> <li>• 02100501: Phoenix, AZ (closed 08/16/90)</li> <li>• 02100502: Orlando, FL</li> <li>• 02100503: Phoenix, AZ (closed 10/10/16)</li> <li>• 02100504: Phoenix, AZ (closed 10/10/16)</li> <li>• 02100505: Sacramento, CA (02/23/06)</li> <li>• 02362001: Houston, TX (closed 05/07/03)</li> <li>• 02362002: Exton, PA</li> <li>• 02362003: Irving, TX</li> <li>• 02362004: Bloomfield, NJ</li> </ul>
<b>Corporate Owner(s)</b>	<ul style="list-style-type: none"> <li>• UTI Holdings, Inc. <ul style="list-style-type: none"> <li>○ Universal Technical Institute, Inc</li> </ul> </li> </ul>
<b>Total Number of Applications</b>	601 (as of 5/5/2020)
<b>Patterns of Alleged Misconduct</b>	<p>UTI currently does not have any pending litigation and no evidence suggests that UTI is participating in misrepresentation or fraudulent activity. Based on a sample of 50 applications, the borrowers do not present evidence that indicate UTI committed overt or repetitive misconduct, fraud, or misrepresentations. The application narratives provide individual experiences, frustrations, or misunderstandings encountered as a customer of UTI.</p>
<b>Internal ED Investigation(s)</b> <ul style="list-style-type: none"> <li>• PC, AAASG, OIG</li> </ul>	<p>Eric Miles: FPRD 07/30/18</p> <p>The Department of Education's Multi-Region &amp; Foreign Schools Participation Division completed a Final Program Review Determination of UTI on July 30, 2018. The review team made nine findings of noncompliance at the school. The most relevant finding to Borrower Defense being "Finding 7: Consumer Information." The team found that UTI did not provide its students with the required disclosure regarding the cost of attendance. This finding is</p>

	considered resolved with no further action required on the part of UTI.
<b>Internal Contact(s) for Further Investigation</b>	N/A
<b>External Investigations (AG), Evidence or Litigation Related to BD</b>	<ul style="list-style-type: none"> <li>• <a href="#">The United States Department of Justice notified UTI that the DOJ has declined to intervene in Federal False Claims Act lawsuit and that it has closed its investigation</a> <ul style="list-style-type: none"> <li>○ In July 2012, UTI received notice from the Department of Justice (DOJ) that it was the subject of a preliminary investigation into claims brought by a former employee who alleged UTI's compensation of its admissions representatives violated the "incentive compensation ban," amongst other potential violations allegedly occurring over a number of years. The same former employee had filed a complaint with the Department of Labor (DOL) alleging retaliatory employment practices in violation of the whistleblower provisions of the Sarbanes-Oxley Act of 2002. UTI entered into a settlement agreement with the former employee resolving all pending claims.</li> <li>○ Under the terms of the settlement agreement, UTI and the former employee, sought dismissal of the False Claims Act Suit and a final agency disposition of the DOL complaint, which were obtained on October 29, 2013 and November 7, 2013, respectively.</li> <li>○ As of 5/5/2020, the DOJ has not released any findings in relation to this investigation and has not provided to the Department any evidence.</li> </ul> </li> <li>• In 2012, UTI was the subject of a <a href="#">Civil Investigative Demand (CID) from the Attorney General of the Commonwealth of Massachusetts</a> related to a pending investigation in connection with allegations relating to student loans, guarantees and grants provided to students at Norwood campus <ul style="list-style-type: none"> <li>○ The investigation is not listed on UTI's most recent 10-Q filing with the SEC, indicating that UTI no longer believes the investigation will have an impact on the company's future financial position.</li> <li>○ As of 5/5/2020, the Office of the Attorney General for the Commonwealth of Massachusetts has not released any findings in relation to this investigation and has not provided to the Department any evidence.</li> </ul> </li> </ul>
<b>External Contact(s) for Further Investigation</b>	N/A
<b>External Investigations, Evidence or Litigation NOT related to BD</b>	<ul style="list-style-type: none"> <li>• <i>Fletcher v. Universal Technical Inst., Inc.</i>, 2006 WL 2297041. unpaid overtime wages and unpaid wages, alleging violations of the Fair Labor Standards Act and Chapter 448 of the Florida Statutes, and Florida common law.</li> </ul>



	<ul style="list-style-type: none"> <li>• <i>Henry v. Universal Technical Institute</i>, 559 Fed.Appx.648 (2014). Student brought action against school, instructors, and administrators, alleging race and national origin discrimination in violation of Title VI. The United States District Court for the District of Arizona.</li> <li>• <i>Brady v. University Technical Institute of Arizona, Inc.</i> No. CV-09-1044-PHX-FJM (2009). An employment arbitration agreement was valid and enforceable, as both the employee and employer were equally bound by the terms of the arbitration agreement.</li> <li>• <i>Porter v. Universal Technical Institution of North Carolina, Inc.</i> 2004 WL 2236080 (W.D.N.C.) (2004). Statutory and common-law cause of action for violations of Title VII of the Civil Rights Act of 1964, as amended and wrongful termination in violation of North Carolina Equal Employment Practices Act.</li> </ul>
<p><b>News Articles/Media</b></p>	<ul style="list-style-type: none"> <li>• <a href="#">Law Offices of Todd M. Garber Announces Investigation into Possible Suit Against of Universal Technical Institute, Inc.</a> <ul style="list-style-type: none"> <li>○ In a press release, the Law Offices of Todd M Garber, a plaintiff’s class action firm, announced that it was investigating potential claims related to the Department of Justice preliminary investigation into Federal False Claims Act claims (see above). The law office has not made any public filings or statements in relation to investigation since the press release.</li> </ul> </li> <li>• <a href="#">10-K Filing</a></li> <li>• <a href="#">Universal Technical Institute Teacher Files Suit Claiming He Was Assaulted in Classroom</a></li> <li>• Student Complaint Chat <a href="#">“Pissed Consumers”</a></li> <li>• Thread regarding layoffs <a href="#">theLayoff.com</a></li> </ul>
<p><b>Name of Reviewer</b></p>	<p>Conor Kruger</p>
<p><b>Date Review Completed</b></p>	<p>05/05/20</p>

**RECOMMENDATION**

<p><b>Summary of Allegations Reviewed</b></p>	<p style="text-align: center;"><b><u>Application Sample:</u></b></p> <p>Borrower Defense reviewed allegations of each allegation type to identify potential trends in the applicant pool. The enrollment dates for UTI range from 1986 to 2019. The narratives in the reviewed applications provide commentary on the admissions process, the quality of the career services department, the cost of attendance, and frustrations arising from unemployment.</p> <p style="text-align: center;"><b><u>Allegation Break Down:</u></b></p> <p><u>Employment Prospects</u> Five hundred twenty-two of the total applications raise an employment prospects allegation. Of the fifty sampled allegations, twenty-three allegations are of the type that might warrant BD relief, if supported by evidence. The borrowers allege</p>
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that UTI misrepresented job placement assistance, employment outcomes, and UTI's relationship with employers. The most common allegations are that UTI guaranteed a job or a wage after graduation. Although the allegations asserted are of the type that might warrant BD relief, the borrowers failed to provide relevant supporting evidence to establish these allegations of misrepresentation.

#### Program Cost and Nature of Loans

Four hundred fifty of the total applications raise a program cost allegation. Of the fifty sampled allegations, nineteen allegations are of the type that might warrant BD relief, if supported by evidence. The borrowers allege that they were told one price but were ultimately charged another and that they were misled as to whether the aid they received was in the form of grants or loans. Several of the sampled applications allege that they either were not informed about the total cost of attendance or that borrowers were confused as to the total cost. Several borrowers state that UTI made a representation to the effects that they would not have to worry about their loans because they would be making enough to pay them back. Although the allegations asserted are of the type that might warrant BD relief, the borrowers failed to provide relevant supporting evidence to establish these allegations of misrepresentation.

#### Career Services

Four hundred ninety-one of the total applications raise a career services allegation. Of the fifty sampled allegations, seventeen allegations are of the type that might warrant BD relief, if supported by evidence. The most common allegations are that UTI promised job placement services or job placement assistance. Several claims asserted that UTI guaranteed a wage or employment for the borrower. The rest of the claims asserted that the school promised to help the borrower find a job, but the school failed to deliver. Although the allegations asserted are of the type that might warrant BD relief, the borrowers failed to provide relevant supporting evidence to establish these allegations of misrepresentation.

#### Admission and Urgency to Enroll

Three hundred eighty-nine of the total applications raise an admissions allegation. Of the fifty sampled allegations, six allegations are of the type that might warrant BD relief, if supported by evidence. The allegations of the type that might warrant BD relief are allegations of misrepresentations related to employment prospects and program cost made during the admissions process or used as the basis for the urgency to enroll. Although the allegations asserted are of the type that might warrant BD relief, the borrowers failed to provide relevant supporting evidence to establish these allegations of misrepresentation.

#### Educational Services

Three hundred sixty-five of the total applications raise an educational services allegation. Of the fifty sampled allegations, six allegations are of the type that might warrant BD relief, if supported by evidence. The borrowers' allegations discuss the quality of the education received, including the lack of hands-on training and relevance of the curriculum to the profession. Borrowers failed to



	<p>provide relevant supporting evidence to establish misconduct regarding educational services.</p> <p><u>Transfer of Credits</u> Two hundred ninety-seven of the total applications raise a transfer of credits allegation. Of the fifty sampled allegations, twenty-nine allegations are of the type that might warrant BD relief, if supported by evidence. Most allegations express credit-related issues encountered throughout the borrower’s individual experience. Some borrowers assert that UTI specifically told Borrowers that their UTI credits were generally transferable and their UTI credits did not transfer. Although the allegations asserted are of the type that might warrant BD relief, the borrowers failed to provide relevant supporting evidence to establish these allegations of misrepresentation.</p> <p><u>Other</u> Two hundred eighty-five of the total applications raise an “other” allegation. Of the fifty sampled allegations, three allegations are of the type that might warrant BD relief, if supported by evidence. Most of the “other” allegations list the potential violations of Federal law allegedly committed by the school. The rest of the allegations detail issues with the quality of education and the ability to obtain employment afterward. The borrowers failed to provide relevant supporting evidence to establish an allegation of misrepresentation.</p>
<b>Recommended Next Steps</b>	Based on public information (including public records, news articles, court documents, and filings) and the Department of Education's internal resources (FRPDs, AASG, and OIG investigations), there is no evidence to suggest that Universal Technical Institute engaged in widespread conduct of a type that would warrant borrower defense relief. In addition to research conducted, the 50-case sample did not identify a pattern of practice consistent with general misconduct. The allegations sampled focus on individual experiences and do not suggest widespread misrepresentations or violations. Accordingly, it is recommended that the cases be adjudicated using a standard protocol.
<b>Recommended Focus Area(s)</b>	N/A
<b>APPROVED BY:</b>	Sarah Angilello
<b>DATE:</b>	05/08/20

<b>Evidence Considered</b>	<input type="checkbox"/> Attorney Submission <input type="checkbox"/> Borrower Submission <input type="checkbox"/> Federal Trade Commission <input type="checkbox"/> Department of Justice <input type="checkbox"/> Securities and Exchange Commission <input type="checkbox"/> Attorney General _____ (state) <input type="checkbox"/> Consumer Financial Protection Bureau <input checked="" type="checkbox"/> ED - FSA/OIG <input checked="" type="checkbox"/> Other - Publicly available SEC filings
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# Exhibit 57

# Federal Student Aid

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## Initial Review of Mid-Size Batch Applications

### BACKGROUND

<b>Name of Institution and OPEID</b>	Suburban Technical School (01093000)
<b>Open or Closed</b>	Closed (11/21/2011)
<b>Date Advanced Letter Sent</b>	N/A
<b>Additional Locations</b> • Add closure date if applicable	There are no additional locations for this school, however Suburban Technical School (01093000) merged/consolidated with the Harris School of Business (02104003).
<b>Corporate Owner(s)</b>	Premier Education Group, L.P. <ul style="list-style-type: none"> <li>• Robert B. Bast</li> <li>• Elizabeth Brennan Trust</li> </ul> Private
<b>Total Number of Applications</b>	As of August 26, 2020, there are 23 applications already adjudicated and one application awaiting adjudication.
<b>Internal ED Investigation(s)</b> • PC, AAASG, OIG	<b><u>Program Compliance</u></b> Program reviews were conducted on 12/16/2004 and 3/26/2008, however, none of the findings were relevant to borrower defense.  <b><u>AAASG and OIG Investigations</u></b> Borrower Defense found no past or pending AAASG or OIG investigations.  <b><u>OGC/DOJ</u></b> Borrower Defense found no past or pending OGC/DOJ investigations.
<b>Internal Contact(s) for Further Investigation</b>	N/A
<b>External Investigations (AG), Evidence or Litigation Related to BORROWER DEFENSE</b>	<a href="#"><u>United States, ex rel. LaPorte v. Premier Educ. Grp., L.P., Civ. No. 11-3523, 2014 WL 5449745 (D.N.J. Oct.27, 2014)</u></a>  Plaintiffs allege that Premier Education Group (“PEG”) made or caused to be made false claims and statements in order to participate in the Federal student financial aid programs. Specifically, PEG violated provisions of the contractual agreements between PEG and the Department of Education (“DOE”), called Program Participation Agreements (“PPAs”), in which



	<p>PEG agreed to abide by Federal regulations and not engage in material misrepresentations as a condition of PEG's eligibility to receive said funding.</p> <p><a href="#"><u>United States v. Premier Educ. Grp., L.P., Civ. No. 113523, 2016 WL 274 7195 (D.N.J. May 11, 2016)</u></a></p> <p>Plaintiff's alleged that PEG violated provisions of the contractual agreements between PEG and the DOE, PPA's, in which PEG agreed to abide by federal regulations and not engage in material misrepresentations as a condition of PEG's eligibility to receive said funding.</p>
<b>External Contact(s) for Further Investigation</b>	N/A
<b>Name of Reviewer</b>	Carrington Jackson
<b>Date Review Completed</b>	8/27/2020

<b>Recommended Next Steps</b>	Based on our search for public information (including public records, news articles, court documents and filings) and Department of Education internal resources (FRPDs, AASG, and OIG investigations), there is insufficient evidence of widespread misconduct by Suburban Technical School to warrant further investigation. If additional evidence is discovered or received in the future, these claims may be revisited as warranted. As such, it is recommended the cases be adjudicated.
<b>Recommended Focus Area(s)</b>	N/A
<b>APPROVED BY:</b>	Shana Metzger
<b>DATE:</b>	08/27/2020

<b>Evidence Considered</b>	<input type="checkbox"/> Attorney Submission <input type="checkbox"/> Borrower Submission <input type="checkbox"/> Consumer Protection Financial Bureau (CPFB) <input checked="" type="checkbox"/> Department of Education-Office of Investigator General (OIG) <input type="checkbox"/> Documents Submitted by the school in response to your application
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	<input type="checkbox"/> Evidence Obtained by the Department in conjunction with its regular oversight activities <input type="checkbox"/> Federal Trade Commission (FTC) <input checked="" type="checkbox"/> Department of Justice (DOJ) <input checked="" type="checkbox"/> U.S. Securities and Exchange (SEC) <input type="checkbox"/> Attorney General _____ (state) <input type="checkbox"/> Other <input type="checkbox"/> No Other Evidence Considered
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<b>Advanced Letter Requests</b>	<input type="checkbox"/> Standard Letter <input type="checkbox"/> Standard Letter Plus: <ul style="list-style-type: none"> <li>•</li> </ul>
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**Links:** In this section please provide the Sharepoint links to working documents and evidence reviewed. Example of items to provide links for below.

- Working Documents
  - <https://usdedeop.sharepoint.com/:f:/r/teams/FSA/zdo%20not%20use/Borrower%20Defense%20Team/Investigations/MidSize/In%20Progress/Carrington/Suburban%20Technical%20School?csf=1&web=1&e=fmMZdu>
- Program Review Report
  - <https://usdedeop.sharepoint.com/teams/FSA/zdo%20not%20use/Borrower%20Defense%20Team/Investigations/Mid-Size/PEPS%20School%20Reports/Suburban%20Technical%20School%20OPEID%2001093000.PDF>

# Exhibit 58

### Florida Career College – Evidence Considered Protocol

Applicable to:

Florida Career College

Entering Evidence Considered Manually:

1. Open a case with a suggested closing correspondence value of Standard Denial with Evidence Considered in status 3.10
2. In the “Evidence Considered” field on the case select the following:
  - a. Evidence obtained by the Department in conjunction with its regular oversight activities
3. In the “Other Evidence” field on the case input the following:
  - a. Britt v. IEC d.b.a. Florida Career College (S.D. Fla, April 20, 2020)
  - b. Ortiz v. IEC Corporation (S.D.Fla-Miami, May 15, 2019)
4. The case is now ready to process following the normal borrower notification letter creation process.

Bulk Update Options:

Bulk update (by work ticket to Accenture) all Florida Career College cases in 3.10 with the following:

- a. In the “Evidence Considered” dropdown, select “Evidence obtained by the Department in conjunction with its regular oversight activities.”
  - b. In the “Other Evidence” field on input the following:
    - i. Britt v. IEC d.b.a. Florida Career College (S.D. Fla, April 20, 2020)
    - ii. Ortiz v. IEC Corporation (S.D.Fla-Miami, May 15, 2019)
2. Process following the normal borrower notification letter creation process.



# Exhibit 59

NO. D-1-GN-19-000017

IN THE MATTER OF	§	IN THE DISTRICT COURT
	§	
STATE OF TEXAS	§	
	§	
and	§	TRAVIS COUNTY, TEXAS
	§	
CAREER EDUCATION CORPORATION,	§	
AMERICAN INTERCONTINENTAL	§	
UNIVERSITY, INC., and	§	
COLORADO TECHNICAL UNIVERSITY,	§	
INC.	§	
Respondent.	§	<u>353RD</u> JUDICIAL DISTRICT

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance (“AVC”) is entered into by the Attorneys General of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, District of Columbia, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (referred to collectively as the “Attorneys General”) and Career Education Corporation (“CEC”), American InterContinental University, Inc. (“AIU”) and Colorado Technical University, Inc. (“CTU”), including, except as otherwise provided herein, all of their respective subsidiaries, affiliates, successors, and assigns (collectively, “CEC” and, together with the Attorneys General, the “Parties”).

This AVC resolves certain claims of the Attorneys General relating to CEC’s compliance with applicable state consumer protection laws, particularly with respect to recruitment and enrollment practices relating to CEC’s institutions’ post-secondary educational programs.

CEC enters into this AVC solely for the purpose of resolving the allegations and related claims of the Attorneys General. Nothing contained herein shall constitute or may be construed as an admission by CEC of any liability or wrongdoing.

### **PARTIES**

1. The parties to this AVC are as follows:
  - (a) The State of Texas through Attorney General Ken Paxton, is authorized to enforce its consumer protections laws, including Texas Deceptive Trade Practices – Consumer Protection Act. See, Tex. Bus. & Com. Code Ann §§ 17.41-17.63.
  - (b) Career Education Corporation is a Delaware corporation with corporate headquarters at Schaumburg, Illinois. American InterContinental University, Inc. is a Georgia Corporation with its corporate headquarters in Schaumburg, Illinois. Colorado Technical University, Inc. is a Colorado corporation with its corporate headquarters in Colorado Springs, Colorado.

### **THE ALLEGATIONS OF THE ATTORNEYS GENERAL**

2. At times during the course of offering enrollment in educational programs, CEC placed significant pressure on its employees to enroll students and engaged in unfair and deceptive practices by making misleading statements to prospective students, failing to disclose material facts to prospective students, and otherwise engaging in Unreasonable Recruitment Methods in violation of state consumer protections laws as follows:
  - (a) CEC misled students about the total costs of enrollment at CEC institutions;
  - (b) CEC misled students about the transferability of credits into CEC from other institutions and out of CEC to other institutions;

- (c) CEC misrepresented their program offerings and the potential to obtain employment in the field desired by prospective students, including failing to adequately disclose the fact that certain programs lacked the necessary programmatic accreditation, which negatively affect a student's ability to obtain a license or employment; and
- (d) CEC engaged in unfair and deceptive practices in calculating job placement rates, thereby giving prospective students an inaccurate impression of CEC graduates' employment outcomes. CEC's misrepresentations related to job placement rates include but are not limited to:
  - (i) misrepresenting CEC graduates who worked only temporarily as having been "placed," based, for example, on less than two weeks of work or having continued in an internship for a week after graduation; and
  - (ii) misrepresenting CEC graduates as having been "placed" in fields in which the students trained or in related fields, when in fact, CEC graduates employment was neither in the field in which the graduate was trained nor in a field related to their field of study.

As a result of the unfair and deceptive practices described above, some students enrolled in CEC who would not have otherwise enrolled, could not obtain professional licensure, and/or incurred debts that they could not repay nor discharge.

### **CEC'S RESPONSE TO ALLEGATIONS**

3. CEC denies the allegations of the Attorneys General, including those set forth in paragraph 2, denies any wrongdoing or liability of any kind, and enters into this AVC solely for the purpose of resolving certain disputed claims of the Attorneys General relating to the



allegations including those set forth above in paragraph 2.

### DEFINITIONS

Whenever the terms listed below are used in this AVC, the following definitions shall apply:

4. “**Administrator**” shall have the meaning set forth in paragraphs 34 through 37 below.
5. “**Admissions Advisor**” means any natural person employed by CEC who has substantial responsibility for encouraging Prospective Students to apply or enroll in a Program of Study or recruiting Prospective Students, including but not limited to assisting Prospective Students with the application process and informing Prospective Students about Programs of Study at CEC’s institutions, but shall exclude Financial Aid Advisors.
6. “**Anticipated Total Direct Cost**” means the estimated cost of tuition, fees, books, supplies, and equipment to complete a Program of Study.
7. “**Attorneys General**” means the Attorneys General of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, District of Columbia, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.
8. “**CIP Code**” means the six-digit U.S. Department of Education Classification of Instructional Program (“CIP”) code identified for a particular Program of Study.
9. “**CIP to SOC Crosswalk**” means the crosswalk developed by the National Center for

Educational Statistics and the Bureau of Labor Statistics relating CIP Codes to Standard Occupational Classification (“SOC”) codes and available at <http://nces.ed.gov/ipeds/cipcode/resources.aspx> or its successor site.

10. **“Clearly and Conspicuously”** or **“Clear and Conspicuous,”** when referring to a statement or disclosure, means that such statement or disclosure is made in such size, color, contrast, location, and duration that it is readily noticeable, readable, and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner.
11. **“Core Skills”** means skills that are necessary to receive a diploma or degree in a Student’s field of study, such that failure to master these skills will result in no diploma or degree being awarded. “Core Skills” are specific to the Program of Study and are not taught in general education courses or generally taught across all fields of study, and are not the same as basic skills, which are skills that are necessary for success in a Student’s field of study, but which the Student should possess upon entry into a Program of Study. Core Skills do not include generic skills such as “collaboration,” “team work,” and “communication,” and for bachelor’s degree programs, Core Skills do not include skills taught in 100-level courses unless the skill is refined and specifically identified in upper-level courses.
12. **“Cost of Attendance”** means cost of attendance as defined in the Federal Higher Education Act of 1965, § 472, 20 U.S.C. § 10871l, or as that statute may be amended.

13. “**Completer**,” only for purposes of calculating a Job Placement Rate in accordance with this AVC, means a Student who is no longer enrolled in a Program of Study and who has either completed the time allowed or attempted the maximum allowable number of credits for the Program of Study but who did not accomplish the requirements for graduation, such as:
  - (a) achieving the necessary grade point average;
  - (b) attaining required competencies or speed skills; or,
  - (c) satisfying non-academic requirements, including but not limited to paying outstanding financial obligations.
14. “**Do Not Call Registry**” means the national registry established by the Federal Communications Commission and the Federal Trade Commission and the state registry established by the Public Utility Commission of the State of Texas that prohibits the initiation of outbound telephone calls, with certain statutory exemptions, to registered consumers.
15. “**Effective Date**” means January 2, 2019.
16. “**Electronic Financial Impact Platform**” means an interactive, internet-based program that produces a personalized disclosure for a Prospective Student of the potential financial impact of pursuing a particular Program of Study and incurring a specific amount of debt. The platform shall permit Prospective Students to input and/or adjust fields to customize the resulting disclosure, including but not limited to the fields that pertain to sources of funding (*i.e.*, scholarships, grants, student contributions, federal loans, and private loans) and post-graduation expenses, and shall generate a customized disclosure for the Prospective Student that shows current estimates of (a) the Prospective Student’s

Anticipated Total Direct Costs in pursuing the Program of Study, (b) the Prospective Student's Cost of Attendance, including each component thereof, (c) the Prospective Student's estimated total debt incurred by pursuing the Program of Study at the time of repayment and the corresponding monthly loan payments over a term of years based on the loan interest rate information, (d) the Prospective Student's estimated income if he/she successfully graduates from the Program of Study, if available from the U.S. Department of the Education, and (e) the Prospective Student's estimated post-graduation expenses, including personal financial obligations such as rent or mortgage payments, other debt, car payments, child care expenses, utilities, and the like. The Electronic Financial Impact Platform shall also provide information about the Program of Study, including the following information: Program Completion Rates, Median Debt for Completers, and Program Cohort Default Rate. For the avoidance of doubt, the Parties agree that the Program Cohort Default Rate and the Median Earnings for Completers are to be calculated by the U.S. Department of Education and that this AVC does not require CEC itself to calculate these figures for use in the Electronic Financial Impact Platform if unavailable from the U.S. Department of Education.

17. **"Enrollment Agreement"** shall mean the document executed by a Prospective Student that sets forth certain terms and conditions of the Prospective Student's enrollment in a Program of Study.
18. **"Executive Committee"** shall refer to the Attorneys General of the States of Connecticut, Illinois, Iowa, Kentucky, Maryland, Oregon, and Pennsylvania.
19. **"Financial Aid Advisor"** means any natural person employed by CEC who has substantial responsibility for assisting or advising Students and Prospective Students with respect to



financial aid matters.

20. “**Former Employee**” means any person who was employed by CEC on or after the Effective Date and who is no longer employed by CEC.
21. “**Good Cause**” means: (a) a material and substantial breach of the terms of this AVC by the Administrator, including the failure to comply with the terms and limitations of this AVC, (b) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Administrator, (c) any intentional act of bias or prejudice in favor or against either party or Students by the Administrator, or (d) conduct by the Administrator that demonstrates unfitness to serve in any administrative capacity. Good Cause shall not include disagreements with the decisions of the Administrator pursuant to this AVC, unless there is a clear pattern in the Administrator’s decisions that demonstrates or shows that the Administrator has not been acting as an independent third party in rendering decisions.
22. “**Graduate,**” only for purposes of calculating a Job Placement Rate in accordance with this AVC, means a Student who has accomplished all of the requirements of graduation from a Program of Study, such as, for example, achieving the necessary grade point average, successfully passing all required courses and meeting all clinical, internship, and externship requirements, and satisfying all non-academic requirements.
23. “**Job Placement Rate**” means the job placement rate calculated in accordance with this AVC and is a numeric rate calculated by dividing the total number of placed Graduate/Completers by the total number of Graduate/Completers who do not qualify for exclusion from the calculation as set out below. CEC shall count a Graduate/Completer as placed or excluded for purposes of calculating a Job Placement Rate in accordance with this AVC only where CEC is able to successfully contact a Graduate/Completer or

employer to verify employment or exclusion and possesses at the time it is calculating the Job Placement Rate the documentation required below.

- (a) In calculating Job Placement Rates in accordance with this AVC, CEC shall assess whether the Student has been placed within six (6) months of the later of (i) the end of the month in which the Student becomes a Graduate/Completer or (ii) if a license or certification is required for the relevant occupation, the date on which the results of the first licensing or certification exam for which the Graduate/Completer was eligible to sit become available; *provided, however*, that such six (6) month period shall be extended for up to sixty (60) days to permit Students who accepted employment prior to the expiration of such six (6) month period to satisfy the minimum employment threshold set forth in paragraph 68(a)(v) and (a)(vi), in which case the Graduate/Completer shall be excluded from the current reporting cohort and included in the next reporting cohort.
- (b) In calculating a Job Placement Rate in accordance with this AVC, a Graduate/Completer may be excluded from the total number of Graduates/Completers (*i.e.*, the denominator) if CEC obtains written documentation that the Graduate/Completer:
  - (i) has a medical condition or disability that results in the Graduate/Completer's inability to work or the Graduate/Completer is not available for employment because the Graduate/Completer has a parent, child, or spouse who has a medical condition that requires the care of the Graduate/Completer;
  - (ii) is engaged in full time active military duty;

- (iii) is enrolled at least half-time in an additional program of post-secondary education;
- (iv) is deceased;
- (v) is not eligible for placement in the United States because of visa restrictions;
- (vi) is a spouse or dependent of military personnel who have moved due to military transfer orders;
- (vii) is incarcerated; or
- (viii) qualifies for any other job placement rate calculation exclusion that the U.S. Department of Education adopts subsequent to the Effective Date, unless the Attorneys General determine in their reasonable judgment within thirty (30) days of being notified by CEC of the adoption of such waiver that recognizing the waiver for purposes of calculating the Job Placement Rate would be contrary to the interests of Prospective Students; *provided, however,* that CEC shall have the right to apply to the District Court for the State of Iowa, Fifth Judicial District, for a ruling as to whether any such determination by the Attorneys General was reasonable under the circumstances.

- (c) Where CEC excludes a Graduate/Completer from the total number of Graduate/Completers for the purposes of calculating the Job Placement Rate, CEC shall not count that Graduate/Completer as “placed.”

24. “**Median Earnings for Completers**” means the earnings calculated according to the definitions and method provided by the U.S. Department of Education in 34 CFR 668.413(b)(8) and as that regulation may be amended or recodified.

25. “**Median Debt for Completers**” includes Title IV loans, institutional loans, private loans, credit, or unpaid balances extended by or on behalf of the CEC institution to Students, as provided in 34 CFR 668.404(d)(1). Median Debt for Completers is the median debt for Students who completed the program during the most recent award year and is determined according to the definitions and method provided in 34 CFR 668.413(b)(4) and as that regulation may be amended or recodified.
26. “**Program Cohort Default Rate**” means the program cohort default rate determined according to 34 CFR 668.413(b) (13) and as that regulation may be amended or recodified.
27. “**Program Completion Rate**” means the program completion rate for full-time Students calculated according to the definitions and method provided by the U.S. Department of Education in 34 CFR 668.413 and as that regulation may be amended or recodified.
28. “**Program of Study**” shall mean a series of courses, seminar, or other educational program offered at a CEC institution in the United States, for which CEC charges tuition and/or fees, which is designed to lead toward a degree, certificate or diploma, and which (a) is eligible for Title IV funding, (b) involves more than 25 contact hours in a credit bearing course, or (c) is designed to make a Student eligible to sit for any state or national certification or licensing examination. Notwithstanding anything in the foregoing sentence to the contrary, non-credit courses, courses paid for entirely by employers, or programs offered for personal enrichment, *i.e.*, hobby or training courses, that are not Title-IV eligible, courses that are not taken for the purpose of ultimately obtaining a degree, certificate, diploma, or review courses that are designed to assist with a Student’s preparation for a state or national certification or licensing exam for which the Student is already eligible to sit, shall not be Programs of Study.



29. **“Prospective Student”** means any natural person who is being recruited for a Program of Study and/or pursuing enrollment at a CEC institution in a Program of Study and is a resident of a state which is a party to this AVC at the time of such recruitment or pursuit.
30. **“Student”** means any natural person who is or was enrolled at a CEC institution in a Program of Study and is or was a resident of a state which is a party to this AVC at the time of enrollment.
31. **“Third-Party Lead Vendor”** means any third-party vendor (whether a person, corporation, partnership, or other type of entity) that is directly retained and authorized by CEC to provide Prospective Student inquiries to CEC, but excludes companies that host CEC’s advertising or marketing content including but not limited to Facebook, Google, Twitter, and LinkedIn.
32. **“Transferability of Credits Disclosure”** means a disclosure with respect to the transferability of credits earned at CEC institutions. For regionally accredited institutions, each such disclosure shall state: “Course credits are not guaranteed to transfer to other schools.” For all other institutions each such disclosure shall state: “Course credits will likely not transfer to other schools. Degrees will likely not be honored by other schools.” CEC shall be permitted to make such reasonable changes to the Transferability of Credits Disclosure that are approved by the Administrator in consultation with the Attorneys General.
33. **“Unreasonable Recruitment Methods”** means the intentional exploitation of a Prospective Student’s fears, anxieties, or insecurities, or any method intentionally calculated to place unreasonable pressure on a Student to enroll in a CEC institution.

## TERMS OF AGREEMENT

### ADMINISTRATOR PROVISIONS

#### Appointment of an Administrator

34. Robert M. McKenna, Esq. of Orrick, Herrington & Sutcliffe LLP is appointed as the Administrator to oversee CEC's compliance with the provisions of this AVC, effective as of the Effective Date. The Administrator may act directly or through staff, agents, employees, contractors, and representatives in overseeing CEC's compliance with the terms of this AVC.
35. Contemporaneously with the execution of this AVC, the Parties shall execute a separate Work Plan that sets forth the Administrator's scope of work consistent with the Powers and Duties of the Administrator, set forth in paragraph 39. In the event of any dispute arising over the Administrator's performance or the reasonableness of the Administrator's costs and fees, either CEC or the Attorneys General may request that the issue be submitted to the Iowa Attorney General, and, if necessary, the issue may be resolved by the District Court for the State of Iowa, Fifth Judicial District.
36. The Administrator may be dismissed for any reason by agreement of the Parties. In the event the Parties do not agree to the dismissal of the Administrator, either the Attorneys General or CEC may submit the question of the Administrator's dismissal to the District Court for the State of Iowa, Fifth Judicial District, and the Administrator shall only be dismissed if that court finds that there is Good Cause for dismissal.
37. The Administrator shall be appointed for a term of three (3) years, to run from the Effective Date. If the Administrator is dismissed or leaves the position for any reason before the end of the term, another Administrator shall be appointed by agreement of CEC and the

Attorneys General to serve the remainder of the term.

### **Costs of the Administrator**

38. CEC shall provide for the reasonable and necessary fees, expenses, and costs of the Administrator as set forth in the Administrator's fee agreement, but in no event shall the Administrator's fees, expenses, and costs exceed \$1,000,000 in the first year, \$600,000 in the second year, and \$400,000 in the third year.

### **Powers and Duties of the Administrator**

39. The Administrator shall independently review CEC's compliance with the terms of this AVC in accordance with the Work Plan referenced in paragraph 35. In furtherance of this purpose, and without limiting the power of the Administrator to review any relevant matter within the scope of this AVC, the Administrator shall be permitted to:
- (a) observe Admissions Advisor and Financial Aid Advisor training sessions;
  - (b) review telephone calls and meetings between Admissions Advisors or Financial Aid Advisors, on the one hand, and Students or Prospective Students, on the other; the Administrator shall not be permitted to participate in such calls or attend such meetings, but it is expressly understood that the Administrator may review CEC's existing mystery shopping program and be permitted to request additional mystery shops and/or utilize independent mystery shops if the Administrator believes that such additional shops are reasonably necessary to review compliance with this AVC;
  - (c) review transcripts, recordings, and/or reports, to the extent they exist, related to any telephone call or meeting with Prospective Students;
  - (d) review materials used to train Admissions Advisors and Financial Aid Advisors;

- (e) review complaints made to CEC, its accreditors, the Attorneys General, the Better Business Bureau, or any state or federal governmental body, after the Effective Date of this AVC, which potentially concern or relate to any of CEC's recruitment, admissions, Student financial aid, or career services practices;
- (f) review CEC's advertisements, marketing materials, websites, catalogs, enrollment agreements, disclosures, and other public-facing media to verify compliance with this AVC;
- (g) review documents, data, and information related to CEC's calculation of any job placement rate;
- (h) review CEC's compliance practices with respect to the conduct of Third-Party Lead Vendors;
- (i) review documents in the possession of CEC or reasonably accessible to CEC related to the conduct of Third-Party Lead Vendors;
- (j) review communications with Students and Prospective Students in the possession of CEC or reasonably accessible to CEC related to Student recruitment, admissions, financial aid, or career services;
- (k) review CEC's compliance with its refund policy;
- (l) review CEC's compliance with data reporting requirements imposed by this AVC;
- (m) review CEC's complaint resolution practices;
- (n) review reports provided by CEC's third-party vendor related to CEC's monitoring of Third-Party Lead Vendors;
- (o) review CEC's institutional and programmatic accreditation status to verify compliance with this AVC;



- (p) review CEC's records to verify CEC's compliance with its obligation to forgo efforts to collect outstanding debt from certain Students pursuant to paragraphs 116 and 117 of this AVC;
- (q) have reasonable access to books, records, other documents, and staff sufficient to insure implementation of and compliance with this AVC; and
- (r) have reasonable access to employees and Former Employees of CEC as the Administrator deems necessary to insure implementation of and compliance with this AVC; reasonable access for purposes of this subparagraph includes disclosing the identity of any current employee or Former Employee if the identity is requested by the Administrator and can be determined by CEC; reasonable access to current employees shall include providing appropriate times and locations for staff interviews; and reasonable access to Former Employees shall include providing the most recent contact information available;

*provided, however,* that this AVC shall not effectuate a waiver of the attorney-client privilege or the attorney-work-product doctrine, and the Administrator shall not have the right to demand access to documents or information protected by the attorney-client privilege or the attorney-work-product doctrine.

- 40. The Administrator shall make a good faith effort to leverage CEC's existing compliance mechanisms when reviewing CEC's compliance with this AVC.
- 41. The Administrator shall make a good faith effort to perform his or her duties in a manner designed to cause minimal disruption to CEC's activities. In this regard, CEC shall designate senior officials within the Office of the General Counsel (or any office subsequently organized to succeed to the duties of the foregoing office) to serve as the

primary points of contact for the Administrator in order to facilitate the Administrator's access to documents, materials, or staff necessary to review CEC's compliance with this AVC. The Administrator shall communicate any request for documents, materials, or access to staff to the designated contacts, unless otherwise instructed. For the avoidance of doubt, nothing in this paragraph shall be interpreted to prohibit the Administrator from speaking with a current or Former Employee of CEC.

42. If at any time the Administrator believes that there is undue delay, resistance, interference, limitation, or denial of access to any records or to any employee or Former Employee deemed necessary by the Administrator to implement or review compliance with this AVC, the Administrator shall meet and confer with the designated CEC officials referenced in paragraph 41. If the Administrator cannot resolve such limitation or denial, it shall be immediately reported to the Attorneys General.
43. Nothing in this AVC shall limit the ability of the Administrator to communicate at any time with the Attorneys General regarding CEC's conduct or to provide documents or information to the Attorneys General as it relates to the Administrator's role of ensuring compliance with this AVC.

#### **Oversight and Compliance**

44. The Administrator and the designated CEC officials referenced in paragraph 41 shall meet on a quarterly basis, or more frequently if the Administrator or CEC deem reasonably necessary, in order to discuss any facts, matters, issues, or concerns that may arise in the administration of this AVC or that may come to the attention of the Administrator or CEC. The purpose of these meetings is to permit CEC to confer with the Administrator and address issues and concerns as they arise. In addition, the Administrator may in his

discretion and on reasonable advance notice invite the CEC officials referenced in paragraph 41 and the Attorneys General to meet and confer to the extent he deems it reasonably necessary for the administration of this AVC.

45. The Administrator shall issue a report (hereinafter “Annual Report”) to the Attorneys General and to CEC within nine (9) months after the Effective Date and every twelve (12) months thereafter for the duration of the Administrator’s term. The Administrator may make more frequent reports to the Attorneys General and to CEC as deemed reasonably necessary to ensure compliance with this AVC or upon request of the Attorneys General. The Annual Report and all written reports requested by the Attorneys General shall be provided to CEC prior to their presentation to the Attorneys General. The Administrator and CEC shall meet and confer to discuss all written reports and Annual Reports prior to their presentation to the Attorneys General. As part of this conferral process, the Administrator shall in good faith consider all reasonable modifications to the report proposed by CEC.
46. The Annual Report shall include:
  - (a) a description of the methodology and review procedures used;
  - (b) an evaluation of whether CEC is in compliance with the provisions of this AVC, together with a description of the underlying basis for that evaluation; and
  - (c) a description of any practice which the Administrator believes may constitute a deceptive or unfair practice (as those terms are commonly understood in the context of consumer protection laws).
47. Notwithstanding any other provision in this AVC, the Administrator’s reports (including the Annual Reports) shall identify only practices or patterns of CEC’s noncompliance with

this AVC, if any, and are not intended to identify isolated incidents, unless the Administrator determines that such incidents are indicative of CEC's substantial non-compliance with the AVC.

48. If, at the conclusion of the Administrator's three-year term, the Attorneys General determine in good faith and in consultation with the Administrator that justifiable cause exists, the Administrator's engagement shall be extended for an additional term of up to two (2) years, subject to the right of CEC to commence legal proceedings for the purpose of challenging the decision of the Attorneys General and to seek preliminary and permanent injunctive relief with respect thereto. For purposes of this paragraph, "justifiable cause" means a failure by CEC to achieve and maintain substantial compliance with the substantive provisions of the AVC.

#### **Use of the Administrator's Reports**

49. The Administrator's reports (including the Annual Reports) and testimony may be used by the Attorneys General or CEC in any action or proceeding brought by the Attorneys General or CEC relating (a) to this AVC or (b) to any CEC conduct described in the reports by the Administrator to the Attorneys General, and the reports shall be admissible into evidence in any such action or proceeding to the extent allowed by the rules of evidence of the respective tribunal in which such reports are sought to be introduced. For the avoidance of doubt, the Parties do not intend for the Administrator's reports (including the Annual Reports) or testimony to be admissible in any action or proceeding other than an action or proceeding described in the preceding sentence. No action or lack of action by the Attorneys General regarding information received from the Administrator regarding CEC's conduct shall be considered affirmation, acceptance, or ratification of that conduct

by the Attorneys General, and the Attorneys General reserve the right to act at any time regarding information provided to them by the Administrator.

**Confidentiality**

50. The Administrator shall keep confidential from any and all individuals, entities, regulators, government officials, or any other third party that is not a party to this AVC all communications with employees and information and documents obtained by or produced to the Administrator in the course of his duties. The Administrator also agrees to ensure that any third-party whom the Administrator engages shall agree to the same restriction. Nothing in the preceding sentences shall limit the Administrator's ability to make any disclosure compelled by law. In the event the Administrator receives a request for disclosure of any such communications, information, or documents, the Administrator shall notify CEC the sooner of no more than ten (10) business days following receipt of the request or five (5) business days prior to disclosure to afford CEC time to object to such disclosure. Nothing herein shall relieve the Administrator of his obligation to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.
51. It is understood that any document, information, or report shared with the Attorneys General pursuant to this AVC (including reports created by the Administrator pursuant to paragraphs 45 and 112) may be subject to applicable state open records laws. Nevertheless, the Attorneys General recognize that some or all of such documents, information, or reports may be confidential pursuant to those laws or other applicable state statutes or federal laws. In the event that the Attorneys General (or any of them) receive a request or otherwise intends to disclose a document, information, or report, and the Attorneys General (or any of them) determine that the requested document, information, or report is not confidential



pursuant to applicable law and is subject to disclosure, or if the Attorneys General (or any of them) are compelled to produce the material pursuant to a court or administrative order, the relevant Attorney(s) General shall provide notice to CEC ten (10) business days prior to disclosing the document, information, or report to any third party, or any lesser period required under state law. Notwithstanding the above requirements, the Attorneys General may share any document, information, or report subject to this paragraph with any other local, state, or federal agency empowered to investigate or prosecute any laws, regulations, or rules. Subject to the foregoing, unless required under applicable state law, the Attorneys General shall not release to the public any confidential document or information provided by CEC pursuant to this AVC.

#### **Miscellaneous Administrator Provisions**

52. Non Retaliation Clause: CEC shall not intimidate, harass, threaten, or penalize any employee or Former Employee for his or her cooperation with or assistance to the Administrator relating to the Administrator's Powers and Duties to ensure implementation of and compliance with this AVC.
53. Compliance Hotline: It is understood that CEC is operating a compliance hotline, which permits employees to lodge concerns with CEC anonymously. CEC shall continue to maintain this hotline or a reasonable equivalent. CEC shall provide the Administrator access to any complaints or reports made through this hotline (whether made anonymously or not).

#### **REQUIRED DISCLOSURES**

##### **General Disclosures**

54. CEC shall comply with 34 CFR 668.412(e) and any substantially similar successor regulation requiring the direct disclosure of the U.S. Department of Education gainful employment template information to Prospective Students. The requirements of paragraphs 55-58 herein shall take effect only if the U.S. Department of Education repeals, amends, or delays 34 CFR 668.412(e) in a manner that substantially changes this direct disclosure requirement. In addition, should paragraphs 55-58 take effect, CEC may cease compliance with providing a Single-Page Disclosure Sheet as required by paragraphs 55-58 in the event the U.S. Department of Education or Congress promulgates a substantially similar direct disclosure requirement.
55. CEC shall Clearly and Conspicuously disclose to Prospective Students a “Single-Page Disclosure Sheet” that conforms as to form to the sample disclosure sheet attached as Exhibit B hereto and contains the following information:
- (a) the Anticipated Total Direct Cost for the Program of Study at the prospective campus; *provided, however*, that this provision shall not be interpreted to restrict CEC’s ability to change tuition, fees, or expenses;
  - (b) the Median Debt for Completers for the Program of Study for the most recent reporting period, if available;
  - (c) the Program Cohort Default Rate for the most recent reporting period if available;
  - (d) the Program Completion Rate for the most recent reporting period, if available;
  - (e) the Transferability of Credits Disclosure;
  - (f) the Median Earnings for Completers for the Program of Study for the most recent reporting period, if available; and
  - (g) the Job Placement Rate Disclosure for the Program of Study at the prospective

campus for the most recent reporting period, if available.

For the avoidance of doubt, the Parties agree that the Program Cohort Default Rate and the Median Earnings for Completers are to be calculated by the U.S. Department of Education and that this AVC does not require CEC itself to disclose figures that are unavailable from the Department.

56. Specifically, CEC shall Clearly and Conspicuously disclose the Single-Page Disclosure Sheet for the Program of Study in which the Prospective Student is seeking to enroll in the following ways: (1) by Clearly and Conspicuously disclosing the Single-Page Disclosure Sheet during the enrollment process, prior to the Prospective Student's execution of the Enrollment Agreement; and (2) CEC shall also email the Single-Page Disclosure Sheet as one of two attachments in an email to the Prospective Student prior to starting the first day of class. The other attachment in this email would be a Clear and Conspicuous disclosure of the refund policy as outlined in Paragraph 101.
57. Before an already-enrolled Student begins a new Program of Study, CEC shall Clearly and Conspicuously disclose to the Student the Single-Page Disclosure Sheet for that Program of Study. Additionally, CEC shall also email the Single-Page Disclosure Sheet to the Student prior to starting the first day of class in the new Program of Study.
58. CEC shall be permitted to make such reasonable changes to the Single-Page Disclosure Sheet and to the form and timing of the disclosure of the Single-Page Disclosure Sheet as are approved by the Administrator in consultation with the Attorneys General.
59. CEC may calculate and disclose to Students and Prospective Students, in materials other than the gainful employment template or the Single-Page Disclosure Sheet, information with respect to the income earned by CEC's graduates in reporting period as to which the

Median Earnings for Completers is not available, provided that such information is not false, misleading, or deceptive.

60. If a CEC institution elects to disclose that it has articulation agreements for the transferal of credits to other schools, then, in addition to the foregoing, the CEC institution shall also Clearly and Conspicuously: (a) list any school(s) with articulation agreements with that CEC institution, (b) list the classes for which the receiving school allows credits to transfer, (c) disclose any conditions upon the acceptance of transferred credits, and (d) disclose that credits are accepted by the receiving school for elective credit only, if that is the case.

#### **Job Placement Rate Disclosures**

61. For any Program of Study at a CEC institution that is required to calculate or provide a job placement rate by a national accreditor or any federal, state, or local law, rule, or judgment, CEC shall calculate a Job Placement Rate for such Program of Study in accordance with this AVC, and such rate shall be disclosed on the Single-Page Disclosure Sheet described in paragraph 55. The parties agree that a regionally accredited institution shall not be subject to paragraphs 61 to 69 relating to placement rates unless it shall choose to voluntarily report a placement rate. If a CEC institution voluntarily calculates a job placement rate for any Program of Study offered at a CEC campus, it must calculate the Job Placement Rate in accordance with this AVC for that Program of Study and also calculate a Job Placement Rate in accordance with this AVC for all Programs of Study that are offered at that same CEC campus, and such rates shall be disclosed on the Single-Page Disclosure Sheet described in paragraph 55. For purposes of this paragraph, all online offerings of each one of CEC's institutions shall be considered a "campus." Notwithstanding the foregoing, CEC shall not be required to calculate Job Placement Rates

- for any Program of Study that CEC is teaching out (*i.e.*, that is not accepting new Students).
62. If CEC does not calculate a job placement rate for a Program of Study, and it is not required to calculate a Job Placement Rate by this AVC, then CEC shall disclose to Prospective Students on the Single Page Disclosure Sheet that: “[CEC institution] does not calculate a job placement rate for students who completed this program.”
  63. CEC shall not make any claims or representations to Prospective Students about the likelihood of such Prospective Students obtaining employment after completing a Program of Study if it does not calculate and disclose a Job Placement Rate in accordance with this AVC.
  64. The Job Placement Rate calculated in accordance with this AVC shall be disclosed on the U.S. Department of Education’s Gainful Employment Program Disclosure Template, which is the disclosure form issued by the Secretary of the U.S. Department of Education for Gainful Employment Programs, as well as at the time(s) and in the manner(s) provided herein. Moreover, with respect to job placement rates that CEC calculates after the Effective Date, CEC shall not report and/or disclose any job placement rate other than the Job Placement Rate calculated in accordance with this AVC, except as may be required by a government entity or accreditor. CEC must comply with any state regulations in addition to the requirements of this AVC.
  65. Notwithstanding anything to the contrary in this AVC, CEC shall not be required to disclose a Program Completion Rate, a Program Cohort Default Rate, a Median Debt for Completers, or a Job Placement Rate for any Program of Study at a location with fewer than ten (10) Students or Graduates/Completers, as applicable, in that program.
  66. Notwithstanding anything to the contrary in this AVC, CEC shall not be required to



calculate a Job Placement Rate for new Programs of Study that have not had any Completers or Graduates. A Program of Study is not “new” for purposes of this paragraph if the same campus at which the Program of Study is offered previously offered a program of substantially similar subject matter, content, length, and ending credential. For the avoidance of doubt, a Program of Study will be “new” for purposes of Job Placement Rate calculations if any governmental entity or any relevant accreditor considers the Program of Study substantially different from a prior Program of Study in terms of subject matter, content, length, or ending credential.

67. If CEC relies on a third party for verifying and/or calculating Job Placement Rates, CEC shall enter into a contract with such third party pursuant to which the third party shall agree to adhere to the requirements of this AVC concerning calculation and/or verification of Job Placement Rates (to the extent applicable) and require the third party to provide any requested information regarding the calculation and/or verification of Job Placement Rates to the Administrator. CEC shall monitor such third party’s compliance with these requirements.
68. CEC shall deem an individual as “placed” only if the Graduate or Completer meets the below conditions of “employed” or “self-employed.”
  - (a) Employed. The individual shall be deemed “employed” if each of the following six (6) requirements are met:
    - (i) The position is in the field of study or a related field of study. The position shall be considered to be in the field of study or a related field of study if it meets one of the following criteria:
      - (1) the position is included on the list of job titles for the

Graduate's/Completer's Program of Study published by the institution and is included in the most recent CIP to SOC Crosswalk for the applicable CIP Code; *provided, however*, that it is understood that in an instance where a Graduate/Completer's actual job title is not listed on the CIP to SOC Crosswalk, CEC may include the job as a placement under this provision if the job title the Graduate/Completer obtained is listed as a "Lay Title" on the O\*Net Code Connector for an SOC job title that is linked to the Graduate/Completer's Program CIP per the CIP to SOC Crosswalk, regardless of any job level within the Graduate/Completer's title (*e.g.*, Registered Nurse 1, Registered Nurse 2, etc.), and the job description by the employer for the job title the Graduate/Completer obtained predominantly matches the job description, tasks, and work activities for the SOC job title that is linked to the CIP for the Graduate/Completer's program; or

- (2) the position requires the Graduate/Completer to use, during a majority of the time while at work, the Core Skills listed in the institution's published program and course descriptions expected to have been taught in the Student's program; and (a) the written job description requires education beyond a high school diploma or provides that a postsecondary credential is preferred, (b) the position is one as a supervisor or manager, or (c) the Graduate/Completer or the employer certifies in writing that the education received by the

Graduate/Completer provided a benefit or advantage to the Graduate/Completer in obtaining the position.

- (ii) The position is a permanent position (*i.e.*, there is no planned end date) or a temporary position that the Graduate/Completer expects to maintain for a minimum of one hundred and eighty (180) days;
  - (iii) The position is a paid position;
  - (iv) The position requires at least twenty (20) work hours per week;
  - (v) The Graduate/Completer has worked in the position for a minimum of thirty (30) days; and
  - (vi) CEC has verified the employment after the Graduate/Completer has worked in the position for a minimum of thirty (30) days by: (1) speaking to either the employer or an agent of the employer to confirm employment, (2) contacting the Graduate/Completer directly, (3) receiving an email from the Graduate/Completer, or (4) the Graduate/Completer's employer provides employment information about the Graduate/Completer by email or other written confirmation, or on-line.
- (b) Self-Employed. The individual shall be deemed placed as "self-employed" if each of the following four (4) requirements is met:
- (i) The position is in the field of study or a related field of study. The position shall be considered to be in the field of study or a related field of study if it meets one of the following criteria:
    - (1) the position is included on the list of job titles for the Graduate's/Completer's Program of Study published by the

institution and is included in the most recent CIP to SOC Crosswalk for the applicable CIP Code; *provided, however*, that it is understood that in an instance where a Graduate/Completer's actual job title is not listed on the CIP to SOC Crosswalk, CEC may include the job as a placement under this provision if the job title the Graduate/Completer obtained is listed as a "Lay Title" on the O\*Net Code Connector for an SOC job title that is linked to the Graduate/Completer's Program CIP per the CIP to SOC Crosswalk and the job description by the employer for the job title the Graduate/Completer obtained matches the job description, tasks, and work activities for the SOC job title that is linked to the CIP for the Graduate/Completer's program; or

(2) the position requires the Graduate/Completer to use, during a majority of the time while at work, the Core Skills listed in the institution's published program and course descriptions expected to have been taught in the Student's program; and the Graduate/Completer certifies in writing that the education received by the Graduate/Completer provided a benefit or advantage to the Graduate/Completer in performing the tasks entailed in such self-employment;

- (ii) The Graduate/Completer has received some compensation in return for services provided in connection with the self-employment;
- (iii) In the case of grant-funded or similar employment, the position is

anticipated to employ the Graduate/Completer for a period of no less than three (3) months; and

- (iv) CEC has verified the self-employment and the Graduate/Completer has either (a) completed at least 135 hours of work (including, for example, time devoted to marketing or other unpaid preparatory or developmental work) in connection with the Graduate/Completer's self-employment or (b) received no less than \$4,500.00 in compensation, over a period of no more than ninety (90) days, in return for services provided in connection with the self-employment, provided that CEC has obtained written verification directly from the Graduate/Completer that includes: (1) an attestation that s/he is self-employed with a description of the nature of the self-employment and (2) the number of hours worked and/or amount of compensation earned.
- (c) Federal Work/Study positions at CEC or any affiliated school shall not be counted as "employment" or "self-employment."
- (d) Continuing Employment.
  - (i) Graduates/Completers continuing employment in a position that was held prior to enrolling in the Program of Study shall not be deemed "placed" unless:
    - (1) the requirements of subsections (a)(i) through (a)(vi) of this paragraph are met; and
    - (2) completing the Program of Study enabled the Graduate/Completer to maintain the position, or the Graduate/Completer earned a



promotion or an increase in pay as a result of completing the Program of Study.

- (ii) If a Graduate/Completer continuing in a pre-enrollment position enrolled in the Program of Study pursuant to an “established employer educational assistance program,” and the conditions of subsection (d)(i)(2) of this paragraph are not satisfied, then the Graduate/Completer shall be excluded from the Job Placement Rate calculation. (The term “established employer educational assistance program” shall mean a program evidenced in writing in which an employer pays 50% or more of the cost of tuition for its employee to attend a Program of Study to gain skills related to the employee’s current position with the employer.)
  - (e) CEC’s first calculation of the Job Placement Rate in accordance with the provisions of this AVC will be for the cohort of Graduates and Completers from July 1 through June 30 of the year following that time period in which this paragraph becomes effective.
69. CEC shall implement a protocol for performance checks of those employees responsible for verifying, calculating, and/or disclosing job placement rates. Such performance checks shall be designed to provide a reliable assessment of the accuracy of disclosed job placement rates and compliance by CEC’s employees, agents, and/or contractors with the verification, calculation, and disclosure of job placement rates. The performance checks shall be carried out regularly by CEC’s compliance department or an independent third party, if used. If the institution obtains placement data by contacting employers and Completer/Graduates, the information should be documented in writing, including, to the

extent practicable, the name of the employer, name of the Student, address and telephone number of Student and employer, title of employment, duties of employment, length of employment, hours worked, the name and title of the person(s) providing the information to CEC, the name and title of the person(s) at CEC who received and recorded the information, and the date the information was provided. CEC shall maintain a copy of the above information for a period no less than three (3) years.

### **Electronic Financial Impact Platform Disclosures**

70. As soon as reasonably practicable after a Prospective Student has enrolled in a program for the first time and received a financial aid award letter, CEC shall provide the Student with a link such that the Student generates a required personalized disclosure using the Electronic Financial Impact Platform; *provided, however*, that Prospective Students who are ineligible for federal student aid or who are not borrowing funds to finance their education shall be exempt from this requirement. For the avoidance of doubt, in the event that a Student chooses to revisit the Electronic Financial Impact Platform after enrolling in a Program of Study, CEC shall not have any additional obligations to that Student under this paragraph. If a Student's refund period expires without the Student having received a financial aid award letter and link to the Electronic Financial Impact Platform, CEC shall Clearly and Conspicuously disclose to that Student that he or she may withdraw from his or her Program of Study without financial responsibility for any tuition and fees associated with the Student's class attendance that term. For purposes of this paragraph, the term "refund period" is described by paragraph 101 unless that paragraph does not apply, in which case the refund period is any time frame within which the Student is eligible to withdraw without financial liability for tuition and fees associated with attending classes.

71. Within one hundred eighty (180) days of the Effective Date, CEC shall, in consultation with the Administrator and the Attorneys General, implement its Electronic Financial Impact Platform. The link required in paragraph 70 may include a disclaimer that states: “This link is provided to you for informational purposes only and is not intended to provide, suggest, or imply financial advice of any kind.”

**MISREPRESENTATIONS, PROHIBITIONS, AND REQUIRED CONDUCT**

72. In connection with the recruitment of any Prospective Students, CEC is prohibited from:
- (a) making any false, deceptive, or misleading statements;
  - (b) omitting any material fact;
  - (c) engaging in unfair practices (as that term is commonly understood in the context of consumer protection laws);
  - (d) using any Unreasonable Recruitment Methods to persuade a Student to enroll or remain enrolled at a CEC institution; and
  - (e) making any representation inconsistent with required Disclosures of the U.S. Department of Education found in Title 34 of the Code of Federal Regulations Chapter 668 as such regulations may be amended or recodified.
73. In connection with any communication with Students or Prospective Students, CEC shall not:
- (a) make a false, misleading, or deceptive statement about any governmental (federal, state, or other) approval related to a Program of Study;
  - (b) represent that a “recommendation” is required for acceptance into a Program of Study or that an Admissions Advisor must recommend the Student for acceptance prior to admission unless such recommendation is an independent requirement for

admission and is expressly stated in the catalog; or

- (c) provide inaccurate statistics regarding any statistic required to be disclosed by this AVC or by the U.S. Department of Education in Title 34 of the Code of Federal Regulation Chapter 668.

74. In connection with any communication with Students or Prospective Students, CEC shall not make any false, deceptive, or misleading statements or guarantees concerning Student outcomes by:

- (a) misrepresenting that Students will be assured program completion or graduation;
- (b) misrepresenting that Students will be assured a job or employment following graduation; or
- (c) misrepresenting how many of the Student's credits will transfer in or out of the institution, or representing to the Student that any credits obtained while attending the institution are transferable (unless CEC receives written assurance from another school or transfer of credits is assured through an articulation agreement or is required by state law).

Notwithstanding the prohibitions contained in subparagraphs (a) through (c), CEC and its representatives are permitted to provide good-faith estimates to Students and Prospective Students about how many of the Students' or Prospective Students' credits obtained while attending other schools will transfer to a CEC institution.

75. In connection with any communication with Students or Prospective Students concerning financial aid, CEC shall not:

- (a) make any false, deceptive, or misleading statements concerning whether a Student will receive financial aid or any particular amount of financial aid;

- (b) purport to guarantee a Student particular military or veteran benefit without proper documentation on file; or
- (c) imply that financial aid or military funding will cover the entire costs of tuition, the costs of books or supplies, or the costs of attending a Program of Study, including living expenses, if such is not the case.

Notwithstanding the prohibitions contained in subparagraphs (a) through (c), CEC and its representatives are permitted to provide good-faith estimates to Students and Prospective Students about the amount of financial aid they may be expected to receive.

76. CEC shall not make express or implied false, deceptive, or misleading claims to Prospective Students with regard to the likelihood of obtaining employment as a result of enrolling, including but not limited to misrepresenting:
- (a) the percentage, rate, or portion of Students who obtain employment following the completion of a Program of Study;
  - (b) the annual starting salary for persons employed in a given field;
  - (c) the annual starting salary of Graduates employed in a given field; and
  - (d) the annual starting salary of Graduates.
77. CEC shall not make any express or implied false, deceptive, or misleading claims that Program Completion Rates, job placement rates, or annual salaries that are generally applicable to CEC are equivalent to those for a specific Program of Study or that institution-wide rates for a Program of Study are equivalent to those for a specific campus.
78. CEC shall not make express or implied false, deceptive, or misleading claims to Students or Prospective Students with regard to the ability to obtain a license or certification from a third party as a result of enrolling in a Program of Study, including but not limited to



misrepresenting:

- (a) whether the Program of Study will qualify a Student to sit for a licensure exam, if any;
- (b) the types of licensure exams Students are eligible to sit for;
- (c) the states where completion of the Program of Study will qualify a Student to take an exam or attain immediate authorization to work in the field of study;
- (d) the passage rates of graduates from that Program of Study;
- (e) the states where completion of the Program of Study will not qualify a Student to sit for a licensure exam or attain immediate authorization to work in the field of study; and
- (f) the states where a Student may be qualified to work within a profession if the Student must meet other requirements to be employed in such states.

79. CEC shall not make express or implied false, deceptive, or misleading claims to Prospective Students with regard to the academic standing of its programs and faculty, including but not limited to misrepresenting:

- (a) the transferability, or lack thereof, of any credits, including but not limited to any credits for which the Student wishes to receive credit from a CEC institution and for all credits from a CEC institution for which the Student may wish to receive credit from another school, provided however, that CEC and its representatives are permitted to provide good-faith estimates to Students and Prospective Students about how many of the Students' or Prospective Students' credits obtained while attending other schools will transfer to a CEC institution;
- (b) the accreditation and the name of the accrediting organization(s);

- (c) the Student/faculty ratio;
  - (d) the percentage of faculty holding advance degrees in the program;
  - (e) the names and academic qualifications of all full-time faculty members;
  - (f) the course credits and any requirements for satisfactorily completing a Program of Study, such as clinicals, internships, and externships; and
  - (g) the Program Completion Rates for each of its offered Programs of Study.
80. CEC shall not make express or implied false or misleading claims to Prospective Students regarding actual or potential financial obligations the Student will incur regarding a Program of Study, including but not limited to:
- (a) the Cost of Attendance;
  - (b) the Anticipated Total Direct Cost the Student will incur to complete the Program of Study;
  - (c) the Program Cohort Default Rate; and
  - (d) the Median Debt of Completers of each Program of Study.
81. CEC shall provide all Admissions Advisors and Student Financial Aid Advisors with the information reasonably necessary to inform Prospective Students about CEC and its Programs of Study, including but not limited to the Single-Page Disclosure Sheet, and if a representative of CEC truthfully advises a Student or Prospective Student that he or she does not have the information requested by the Student or Prospective Student at hand, then CEC shall subsequently, to the extent such information is reasonably ascertainable prior to the expiration of the applicable refund period established by paragraph 101 (or, if no such refund period applies, prior to the first day of the Student's semester, quarter, or payment term), provide such information.

82. Except as set forth in paragraph 84, CEC shall not represent in advertising, marketing, or promotional materials or otherwise that graduates of a Program of Study would be qualified for a particular occupation if that Program of Study lacks an accreditation necessary to qualify graduates for such occupation.
83. Except as set forth in paragraph 84, for Programs of Study that prepare Students for employment in fields that require Students to obtain state licensure or authorization for such employment, CEC shall not enroll Students in the Program of Study if graduation from the Program of Study would not qualify such Students for state licensure or authorization or to take the exams required for such licensure or authorization in the state in which:
  - (a) the CEC campus is located, if the Program of Study is offered at an on-ground campus;
  - (b) the Prospective Student resides, if the student resides in a different state from the on-ground campus; or
  - (c) the Prospective Student resides if the Program of Study is offered online.
84. The prohibitions established by paragraphs 82 and 83 shall not apply if:
  - (a) the Program of Study is a new program that cannot obtain a programmatic accreditation that would be necessary to qualify Students for state licensure or authorization or to take exams required for such licensure or authorization in the relevant state until the program is operational, the institution is making a good faith effort to obtain the necessary programmatic accreditation in a timely manner, the institution Clearly and Conspicuously discloses to Prospective Students on all promotional materials for the Program of Study and in a Clear and Conspicuous

written disclosure prior to the Student signing an Enrollment Agreement that such programmatic accreditation would need to be obtained before the Student would qualify for state licensure or authorization or to take exams required for such licensure or authorization, and CEC teaches-out the program if the institution's application for accreditation for a program subject to this paragraph is denied, and it is not subject to further review;

- (b) the Prospective Student has notified CEC in writing that the Student intends to seek employment in a state where the program does lead to immediate state licensure or authorization or qualification to take the exams required for such licensure or authorization;
- (c) the Prospective Student has already completed some of the coursework necessary to complete the Program of Study and is seeking re-enrollment, and CEC advises the Prospective Student Clearly and Conspicuously in writing prior to re-enrollment that completion of the Program of Study is not expected to qualify the Student for state licensure or authorization or to take exams required for such licensure or authorization; or
- (d) the reason that graduation from the Program of Study would not qualify the Prospective Student for state licensure or authorization or to take the exams required for such licensure or authorization is that the Prospective Student has a criminal record that is disqualifying, and CEC has complied with the disclosure and acknowledgement requirements of paragraph 87.

85. CEC shall take reasonable measures to arrange and facilitate sufficient placements for Students in internships, externships, practicums, or clinicals that are prerequisites for

graduation, licensure, or certification; *provided, however*, that nothing herein shall prevent a CEC institution from requiring its Students to seek to obtain an internship, externship, practicum, or clinical through their own efforts in the first instance.

86. CEC shall not knowingly enroll a Student in a Program of Study that does not possess the programmatic accreditation typically required by employers in the Student's state of residence for employment, except where a Student has indicated the intention to seek employment in a different state in which employers do not typically require programmatic accreditation for that Program of Study, or where the Program of Study does possess the programmatic accreditation typically required by employers in that state. "Typically" shall mean 75% or more of job opportunities in a particular occupation are open only to graduates of a school with certain accreditation(s) and/or an academic program with certain programmatic accreditation(s). CEC shall make reasonable efforts to assess employer requirements in states where they enroll Students.
87. If CEC knows that a criminal record may disqualify a Student from employment in the field or a related field for which the Program of Study is a prerequisite, then CEC shall (a) Clearly and Conspicuously disclose that a criminal record may disqualify the Student for the chosen field or related field of employment and (b) require the Student's acknowledgment of such disclosure in writing at or before the time of enrollment. If CEC knows that a criminal record will disqualify a Student from employment in the field or a related field for which the Program of Study is a prerequisite, then CEC shall (a) Clearly and Conspicuously disclose that a criminal record will be disqualifying and (b) require the Student's acknowledgment of such disclosure in writing at or before the time of enrollment.
88. Arbitrations between CEC and any Student shall not be protected or treated as confidential



proceedings, unless confidentiality is required by law or the Student requests confidentiality. CEC shall not ask or require any Student, participant, or witness to agree to keep the arbitration confidential, unless confidentiality is required by law. Nothing in this paragraph shall prevent CEC from asking the arbitrator to designate arbitration materials as a trade secret or proprietary information subject to nondisclosure. Except as may be prohibited by law or a Student request for confidentiality, and subject to appropriate assertions of the following:

- (a) the attorney-client privilege and/or the attorney-work-product doctrine; and
- (b) compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;

the Administrator and the Attorneys General shall not be prohibited from reviewing or inspecting the parties, proceedings, and evidence pertaining to any arbitration involving a Student that commences after the Effective Date of this AVC. The Administrator and the Attorneys General shall not, to the extent permitted by law, disclose any of CEC's properly designated trade secrets or proprietary information that appear in arbitration materials.

89. CEC shall not adopt any policy or engage in any practice that delays or prevents Students with complaints or grievances against CEC from contacting any accrediting body, state or federal regulator, or Attorney General regarding the complaint or grievance. Notwithstanding anything to the contrary in this paragraph, CEC shall be permitted to encourage Prospective Students and Students to file any complaint or grievance with CEC in the first instance, so long as CEC does not represent or imply that Students are required to file their complaints or grievances with CEC before contacting any accrediting body, state or federal regulator, or Attorney General regarding the complaint or grievance, unless

the accrediting body, state or federal regulator, or Attorney General so requires.

### **CEC RECRUITING PRACTICES**

90. CEC shall not engage in any false, misleading, deceptive, abusive, or unfair acts or practices (as those terms are commonly understood in the context of consumer protection laws) when recruiting Prospective Students, including during the orientation program and refund periods referenced in paragraphs 100 and 101.
91. CEC shall not use Unreasonable Recruitment Methods when communicating with Prospective Students during the admissions and enrollment process. CEC shall train Admissions Advisors and other employees to avoid use of Unreasonable Recruitment Methods. CEC shall audit its communications with Prospective Students, including those of its Admissions Advisors, to ensure that Unreasonable Recruitment Methods are not being used. CEC shall make the results of such audits reasonably available to the Administrator and the Attorneys General upon request.
92. CEC shall record all telephone calls and online chats between Admissions Advisors or Financial Aid Advisors, on the one hand, Students and Prospective Students, on the other, subject to interruptions in the ordinary course of business; *provided, however*, that CEC shall not be required to record telephone calls between Students and Admissions Advisors when the purpose of the telephone call or online chat is not to discuss recruiting, admissions, or financial aid related to admissions, but the Admissions Advisor is instead serving an advisory role related to the Student's performance in the Program of Study. This provision shall not require CEC to record telephone calls or online chats placed or received on personal devices, such as cell phones. Admissions Advisors and Financial Aid Advisors will be trained not to engage in communications with Students on personal devices. During

the term of this AVC, CEC shall continue to retain its current third party vendor, or a vendor who employs comparative services, for call recording under this paragraph and for automated voice interaction analytics. Any decision to switch from its current vendor to another vendor shall be done in consultation with and approval by the Administrator. CEC shall make the call recordings required under this paragraph reasonably available to the Administrator and the Attorneys General upon request.

93. Notwithstanding anything to the contrary in this AVC, CEC shall not be required to record a telephone conversation if the Student or Prospective Student, after receiving the disclosure required by paragraph 95, objects to the conversation being recorded, nor shall CEC be prohibited from continuing a telephone conversation with a Student or Prospective Student on an unrecorded line once such an objection has been made; *provided, however*, that CEC shall be prohibited from encouraging Students or Prospective Students to object to recording the conversation.
94. Call recordings and online chats shall be maintained for a period not less than ninety (90) days after the date of the call. The Administrator shall have full and complete access to all recordings via the voice analytics platform.
95. CEC shall inform a Prospective Student at the outset of any telephone call after the initial greeting that the call may be being recorded. CEC shall be permitted to make this disclosure in pre-recorded form.
96. CEC shall not initiate unsolicited telephone calls to a Prospective Student's telephone number that appears on any current Do Not Call Registry. CEC shall keep an accurate record of and comply with any request to not receive further telephone calls. CEC shall not initiate any outbound telephone calls to a person who has previously stated to CEC that

he or she does not wish to receive telephone calls from CEC, or who has expressed a desire not to be contacted anymore by CEC, or who has requested that they be placed on CEC's internal do-not-call list, unless the person has made a renewed request for contact or has otherwise indicated a desire to again receive calls from CEC.

97. CEC shall not continue a telephone call after a Prospective Student has expressed a desire to conclude the call or has clearly stated that he/she does not want to apply to or enroll at a CEC institution.
98. CEC shall not prevent a Prospective Student from consulting with or obtaining advice from a parent, adult friend, or relative with respect to any issue relevant to enrollment.
99. CEC shall invite Prospective Students under the age of eighteen (18) to bring an adult with them to any interview/meeting on campus prior to enrollment.

#### **REQUIRED ORIENTATION AND REFUND PROVISIONS**

100. CEC shall require all incoming Students (other than graduate Students and Students who have already obtained twenty-four (24) or more credits at the post-secondary education level) to complete an online and/or in-person orientation program prior to the Student's first class at no cost to the Student. This orientation program shall be approved by the Administrator in consultation with the Attorneys General. This orientation program shall address such topics as study skills, organization, literacy, financial skills, and computer competency. A Student may withdraw from enrollment in a Program of Study at any time during the orientation program without any cost, and any grants or financial aid received directly from a grantor or lender on behalf of the Student shall be returned to the grantor or lender. In the alternative, and in lieu of the orientation described above, CEC may satisfy its obligation by requiring all incoming Students (other than graduate Students and

Students who have already obtained twenty-four (24) or more credits at the post-secondary education level) to complete a college readiness course components of which will address the topics referenced above and the content of which will be approved by the Administrator in consultation with the Attorneys General. If CEC elects to offer a college readiness course, CEC shall give Students enrolled in the course a Clear and Conspicuous disclosure of the refund provision contained in paragraph 101 within ten (10) days after the start of the course.

101. All Students who are newly enrolled in any fully online Program of Study at CEC institution (other than graduate Students and Students who have already obtained twenty-four (24) or more online credits at the post-secondary education level) shall be permitted to withdraw within the first twenty-one (21) days of the first day of the Student's semester, quarter, or (with respect to students enrolled in a non-term program) payment term at the CEC institution in which the Student enrolled. If a Student's credits are from a university that predominantly offers online programs, CEC can count the Student's credits towards the 24 online credit threshold. All Students who are newly enrolled in any on-ground Program of Study at a CEC institution (other than graduate Students) shall be permitted to withdraw within the first seven (7) days of the first day of the Student's first session, at the CEC institution in which the Student enrolled. CEC shall Clearly and Conspicuously disclose the availability of the refund periods described in this paragraph in the Enrollment Agreement or in a separate written disclosure prior to starting class. CEC shall not hold a qualifying Student who withdraws in accordance with this paragraph liable for any tuition and fees associated with attending classes and shall return to grantors or lenders any grants and financial aid received directly from a grantor or lender for or on behalf of the Student.

Under no circumstances shall the time of a Student's attendance in the orientation program required pursuant to paragraph 100 be included in the refund periods required pursuant to this paragraph.

102. Except for qualifying Students who withdraw during the new Student orientation program required pursuant to paragraph 100 or the applicable refund period established by paragraph 101, when a Student withdraws from a Program of Study, CEC may retain or be entitled to payment for a percentage of any tuition and fees and other educational costs earned, based on the percentage of the enrollment period attended by the Student, subject to the CEC institution's internal refund policies and applicable law; *provided, however*, that where a student has not attended sixty (60) percent of the academic term as calculated in accordance with 34 CFR 668.22, CEC shall not retain or be entitled to payment for a percentage of any tuition and fees or other educational costs for a class that was scheduled to be taken during the relevant academic term but was not attended because the student withdrew from school prior to the commencement of the class. Except as mandated by changes to federal or state laws or regulations, no CEC institution shall change its internal policy with respect to calculating the percentage of tuition and fees and other educational costs that a Student remains obligated to pay upon withdrawal in a manner that results in the policy becoming less favorable to Students unless CEC obtains the prior approval of the Administrator or, if the Administrator's term has expired, the Executive Committee. CEC shall comply with all state and federal record-keeping requirements for documenting Student attendance and determining dates of withdrawal.
103. CEC shall comply with applicable state and federal law specifying the amounts owed by or to be refunded to Students to the extent their application would result in a greater refund



or lower cost for a Student than is otherwise required herein.

**THIRD-PARTY LEAD VENDOR REQUIREMENTS**

104. CEC shall require that all contracts with Third-Party Lead Vendors who provide it with lead generation services include each of the following:
- (a) a provision requiring that the Third-Party Lead Vendor comply with:
    - (i) CEC’s lead aggregator guidelines in effect at the time of contracting or as may be modified subsequently, subject to approval by the Administrator;
    - (ii) all applicable state and federal consumer protection laws;
    - (iii) if and when applicable to CEC, all provisions in the Code of Conduct referenced in paragraph 105; and
    - (iv) all provisions of the Telephone Consumer Protection Act, 47 U.S.C. § 227;
  - (b) a prohibition on attracting Students or obtaining leads by misleading advertising suggesting available employment opportunities rather than educational opportunities;
  - (c) a prohibition on representing that a Student or Prospective Student is guaranteed to receive “free” financing from the federal or a state government; *provided, however,* that CEC may permit its Third-Party Lead Vendors to represent that grants and scholarships may be available and would not need to be repaid;
  - (d) a prohibition on representing that loans are grants that do not carry with them an obligation to be repaid;
  - (e) a provision prohibiting Third-Party Lead Vendors from transferring a Prospective Student inquiry to a CEC institution unless the Prospective Student has expressly informed the Third-Party Lead Vendor that he or she is interested in educational

opportunities. Prior to transferring a Prospective Student to a CEC institution, Third-Party Lead Vendors shall be required to ask the Prospective Student if they are interested in educational opportunities. Should the Prospective Student say “no,” or otherwise provide a clear negative response as to their interest in pursuing educational opportunities, the Prospective Student cannot be directed to a CEC institution. Should the Prospective Student say “I’m not sure,” or otherwise provide an equivocal response as to their interest in pursuing educational opportunities as opposed to job opportunities, the Third-Party Lead Vendor shall be permitted to describe the advantages an education may provide in creating additional job opportunities, but in so doing, the Third-Party Lead Vendor shall be prohibited from referencing any specific salary amounts. The Third-Party Lead Vendor shall then again ask the Prospective Student if they are interested in educational opportunities. Should the Prospective Student respond by providing a clear and affirmative indication that they are interested in educational opportunities, the Third-Party Lead Vendor shall be permitted to continue transferring the Prospective Student to a CEC institution; otherwise, the Prospective Student cannot be transferred to a CEC institution. In all events, prior to transferring any Prospective Student to a representative of any CEC institution, Third-Party Lead Vendors shall be required to confirm the Prospective Student’s interest in pursuing educational opportunities; and

- (f) a requirement that all Third-Party Lead Vendors begin calls made on behalf of CEC with the following statement immediately after the Prospective Student answers the phone, “This is [insert company], this call may be recorded for quality assurance

and training purposes,” or words to that effect. Should the Prospective Student that answers the phone transfer the call to another Prospective Student, the preceding statement must be repeated for this Prospective Student and any other Prospective Student that may be later connected to the call. Additionally, the Third-Party Lead Vendor will clearly state that “this call may be recorded for quality assurance and training purposes” before transferring a call to CEC.

105. In addition, CEC shall negotiate in good faith with the Attorneys General and other post-secondary educational institutions with the goal of codifying a Code of Conduct that may be amended from time to time, for the recruitment of Students through Third-Party Lead Vendors. The Code of Conduct shall include provisions to help ensure that Third-Party Lead Vendors do not make misleading claims or use misleading solicitation strategies when generating leads for post-secondary educational institutions. CEC shall be bound to abide by the provisions of the Code of Conduct that post-secondary educational institutions agree to follow and implement as long as those provisions do not conflict with any other requirement of this AVC. CEC shall not be obligated to abide by the Code of Conduct provisions unless and until the Code of Conduct becomes effective as to industry participants representing (together with CEC) at least 50% of students enrolled in for-profit schools, with such percentage to be calculated using the most recent available data from The Integrated Postsecondary Education Data System regarding student enrollments at four-year and two-year post-secondary educational institutions that award degrees at the associate’s degree level or above. All parties shall use reasonable efforts to encourage the participation of Third-Party Lead Vendors in the Code of Conduct.
  - (a) During the term of this AVC, CEC shall continue to retain its current third-party

vendor, or a vendor who employs comparative services, to monitor the conduct of CEC's Third-Party Lead Vendors and monitor that they are complying with the contractual terms set forth in paragraph 104, including but not limited to whether the Third-Party Lead Vendors are using any unfair, false, misleading, deceptive, or abusive acts or practices (as those terms are commonly understood in the context of consumer protection laws), and the use of any incentive, discount, or inducement of any kind to encourage Student inquiries or otherwise used to recruit Students. Any decision to switch from its current vendor to another vendor shall be done in consultation with and approval by the Administrator.

106. If CEC learns that a Third-Party Lead Vendor or a sub-vendor, which for the purposes of this paragraph shall mean a third-party utilized by a Third-Party Lead Vendor to assist it in providing Prospective Student inquiries to CEC, that provides services to the Third-Party Lead Vendor has failed to materially comply with the contractual terms set forth in paragraphs 104(a)(ii) through 104(f), or has failed to materially comply with any of CEC's Lead Aggregator Guidelines that would give rise to a violation of paragraphs 104(a)(ii) through 104(a)(iv) ("a Violation"), CEC shall retain a record of such Violation (which record shall be available to the Administrator and the Attorneys General upon request) for a period of two (2) years and shall address such Violation by taking corrective action against the segment of the Third-Party Lead Vendor's business in which the Violation occurred (for example, if the Third-Party Lead Vendor commits a Violation related to a webpage, electronic solicitation, or other online advertisement, CEC shall not be required to take corrective action against that Third-Party Lead Vendor with respect to any call center, that the Third-Party Lead Vendor may be providing to CEC) or by demanding

corrective action against the sub-vendor as follows:

- (a) First Violation within any rolling 12-month period: CEC shall notify the Third-Party Lead Vendor of the Violation and the steps it must take to correct the Violation. If, within five (5) business days, the Third-Party Lead Vendor does not document that it is actively engaged in making the required changes, the Violation shall be escalated to CEC's Compliance Department, which shall inform the Third-Party Lead Vendor and pause the campaign, or if the Violation was committed by a sub-vendor, demand that the Third-Party Lead Vendor pause the sub-vendor's participation in the campaign, until the Violation is corrected;
- (b) Second Repeated Violation within any rolling 12-month period: CEC shall notify the Third-Party Lead Vendor of the Violation and the steps it must take to correct the Violation. If, within five (5) business days, the Third-Party Lead Vendor does not document that it is actively engaged in making the required changes, the Violation shall be escalated to CEC's Compliance Department, which shall inform the Third-Party Lead Vendor and pause the campaign, or if the Violation was committed by a sub-vendor, demand that the Third-Party Lead Vendor pause the sub-vendor's participation in the campaign, for thirty (30) days or until the Violation is corrected, whichever is longer; and
- (c) Third Repeated Violation within any rolling 12-month period: CEC shall notify the Third-Party Lead Vendor of the Violation and the steps it must take to correct the Violation. If, within five (5) business days, the Third-Party Lead Vendor does not document that it is actively engaged in making the required changes, the Violation shall be escalated to CEC's Compliance Department, which shall inform

the Third-Party Lead Vendor that the segment of the Third-Party Lead Vendor's business in which the Violations occurred shall be removed from CEC's vendor list for a period of at least one (1) year, or if the Violation was committed by a sub-vendor, that the Third-Party Lead Vendor must cease using the sub-vendor for CEC's account for a period of at least one (1) year;

*provided, however,* that nothing in this paragraph shall be deemed to limit or otherwise affect CEC's obligations under paragraph 107 of this AVC.

107. Termination Violations.

- (a) For purposes of this paragraph, a "Termination Violation" means any one of the following occurrences:
  - (i) a Third-Party Lead Vendor's webpage, electronic solicitation, or other online advertisement references both a post-secondary educational opportunity and an employment opportunity, and the webpage, electronic solicitation, or online advertisement (1) uses a substantially smaller font size to present the educational opportunity as compared with the employment opportunity or (2) represents the educational opportunity as a "want ad" or employment application;
  - (ii) a Third-Party Lead Vendor's webpage, electronic solicitation, or other online advertisement states that the Prospective Student (1) is eligible for a scholarship, grant, or financial aid as the result of having already won a drawing or raffle, (2) has been specially selected to receive a scholarship, grant, or financial aid, or (3) is entitled to receive compensation to fund his or her education in exchange for completing a form; or



- (iii) a Third-Party Lead Vendor's webpage, electronic solicitation, or other online advertisement states that a Prospective Student will receive compensation to fund his or her post-secondary education that will not need to be repaid, unless the statement refers to grants that are expressly stated to be subject to eligibility.
  - (b) Notwithstanding anything in paragraph 106 to the contrary, in the event that a Third-Party Lead Vendor incurs three Termination Violations within a 180-day period, CEC shall, within thirty (30) days of discovering the third such Termination Violation, terminate any outstanding insertion orders to the segment of the Third-Party Lead Vendor's business in which the Termination Violations occurred and not issue any new insertion orders to that business segment for at least ninety (90) days if the Termination Violations were attributable to the Third-Party Lead Vendor, or if the Termination Violations were attributable to a sub-vendor, demand that the Third-Party Lead Vendor must cease using the sub-vendor for CEC's account a period of at least ninety (90) days; *provided, however*, that the requirements of this subparagraph shall not apply if the CEC and/or the Third-Party Lead Vendor document to the reasonable satisfaction of the Administrator that the three Termination Violations that would otherwise have triggered the requirements of this subparagraph represented, in the aggregate, no more than 1% of the total Prospective Student leads from the Third-Party Lead Vendor during the relevant period.
108. Upon written notice from the Attorneys General or Administrator that a Third-Party Lead Vendor has failed to comply with the contractual terms set forth in paragraph 104 of this

AVC, or any provision of an applicable state consumer protection law, CEC shall conduct an investigation of the Third-Party Lead Vendor practice and report the results of that investigation to the Attorneys General and to the Administrator within thirty (30) days, unless the Attorneys General agree otherwise.

109. CEC shall maintain policies and procedures and take appropriate action, including but not limited to exercising any rights available to it under a contract, to require Third-Party Lead Vendors to comply with this AVC. Appropriate action shall be determined by the nature and circumstance of the alleged Violation, including but not limited to the pattern or severity of the alleged conduct.
110. Subject to the prior approval of the U.S. Department of Education, CEC shall work in good faith to develop and implement a system of paying Third-Party Lead Vendors based on the actual quality of leads produced by the particular vendor.
111. Nothing in this AVC limits the right of the Attorneys General to investigate or take any action against Third-Party Lead Vendors for any violation of applicable law, nor shall anything in this AVC be construed to limit the remedies available to the Attorneys General for any violation of applicable law by Third-Party Lead Vendors.

#### **ENFORCEMENT**

112. The terms of this paragraph apply only during the term of the Administrator.
  - (a) If at any time it appears that CEC is engaged in a practice or pattern of non-compliance with this AVC, or commits an egregious act of non-compliance with this AVC, either on the basis of information obtained by the Administrator pursuant to the Work Plan or from information obtained through any other source, then the Administrator shall review the relevant facts, collect whatever additional facts the

Administrator deems necessary, and seek CEC's position as to the practice, pattern, or egregious act of alleged non-compliance and related instances of individual violations. If the Administrator's review establishes either a pattern or practice of non-compliance or egregious act of non-compliance with this AVC, then the Administrator shall work in conjunction with CEC to devise a corrective action plan to remedy such practice or pattern of non-compliance, including a reasonable period for corrective action and implementation of such plan. To the extent that the Administrator and CEC are unable to agree to a corrective action plan, the Attorneys General may take whatever action they deem necessary, including but not limited to bringing an action to enforce this AVC, filing a new original action, conducting further investigation, or attempting to negotiate a corrective action plan directly with CEC. Should the Attorneys General choose to file a new original action, nothing referred to in this paragraph shall affect the release in paragraph 131.

- (b) At a reasonable time following the period for corrective action, the Administrator shall provide a report to the Executive Committee, setting forth:
  - (i) a description of the practice or pattern of non-compliance and related instances of individual violations of this AVC (including the relevant facts);
  - (ii) a description of the corrective action plan;
  - (iii) findings by the Administrator as to whether the Administrator deems it reasonably likely that CEC is in substantial compliance with the terms of this AVC, including but not limited to whether CEC has ceased to engage in a practice or pattern of non-compliance; and

- (iv) a description of CEC's views as to the foregoing matters.
  - (c) The Attorneys General agree that they will meet and confer with CEC concerning the subject of the action before filing any action related to this AVC, so long as CEC makes necessary representatives available to meet and confer in a timely manner. However, an Attorney General may take any action where the Attorney General concludes that, because of a specific practice, an imminent threat to the health, safety, or welfare of the citizens of the State exists, or the practice creates a public emergency requiring immediate action.
  - (d) The Attorneys General agree that no action may be filed to enforce the terms of this AVC unless they have proceeded as set forth in this paragraph. However, an Attorney General may take any action where the Attorney General concludes that, because of a specific practice, an imminent threat to the health, safety, or welfare of the citizens of the State exists, or the practice creates a public emergency requiring immediate action.
113. The terms of this paragraph shall apply following the term of the Administrator.
- (a) For the purposes of resolving disputes with respect to compliance with this AVC, should any of the Attorneys General have a reasonable basis to believe that CEC has engaged in a practice that violates a provision of this AVC and decide to pursue the matter, then such Attorney General shall notify CEC in writing of the specific practice in question, identify with particularity the provision of this AVC that the practice appears to violate, and give CEC thirty (30) days to respond to the notification. Within thirty (30) days of its receipt of such written notice, CEC shall provide a good-faith written response to the Attorney General notification,

containing either a statement explaining why CEC believes it is in compliance with this AVC, or a detailed explanation of how the alleged violation occurred and a statement explaining how CEC intends to remedy the alleged breach.

- (b) Should any of the Attorneys General have a reasonable basis to believe that CEC has engaged in a practice that violates a provision of this AVC and decide to pursue the matter, and following notice to CEC as provided in subparagraph (a), CEC shall provide the Attorneys General reasonable access to inspect and copy relevant, non-privileged records and documents in the possession, custody, or control of CEC that relate to CEC's compliance with the identified practice that the Attorneys General believe may violate this AVC. If the Attorneys General make or request copies of any documents during the course of that inspection, the Attorneys General will provide a list of those documents to CEC. This provision does not limit the rights of the Attorneys General to otherwise serve subpoenas or CIDs on CEC or to enforce them.
- (c) The Attorneys General may assert any claim that CEC has violated this AVC in a separate civil action to enforce compliance with this AVC, or may seek any other relief afforded by law to enforce compliance with this AVC, but only after providing CEC an opportunity to respond to the notification described in subparagraph (a); *provided, however*, that an Attorney General may take any action if the Attorney General concludes that a specific practice alleged to be in violation of this AVC requires immediate action due to an imminent threat to the health, safety, or welfare of the public, or the practice creates a public emergency requiring immediate action.

114. The Attorneys General agree to make good faith efforts to coordinate any future efforts to enforce violations of this AVC to the extent they are reasonably able to do so. To that end, each Attorney General agrees to provide notice to the Executive Committee at least ten (10) business days prior to the filing of any action to enforce this AVC against any of the parties released from liability pursuant to paragraph 131. However, nothing in this paragraph shall be construed so as to limit the right of a state to enforce any law in any action by that state not related to enforcement of compliance with this AVC. In addition, the notice requirement stated herein shall not apply to the extent that the relevant Attorney General concludes that further delay in acting constitutes a threat to public health, safety, or welfare, or that the action intended to be taken addresses a public emergency requiring immediate action. For the avoidance of doubt, nothing in this paragraph shall relieve the Attorneys General of the requirements of paragraphs 112 and 113 of this AVC, which must be satisfied before any Attorney General may provide the notices required by this paragraph.
115. Subject to the release set forth in paragraph 131, nothing in this AVC limits the right of the Attorneys General to conduct investigations or examinations or file suit for any violation of applicable law, not related to the enforcement of compliance with this AVC nor shall anything in this AVC be construed to limit the remedies available to the Attorneys General for any violation of applicable law that is not released by this AVC. For the avoidance of doubt, nothing in this paragraph shall be construed to modify the procedures to be followed prior to the filing of an action to enforce the terms of this AVC, as set forth in paragraphs 112 through 114.



**INSTITUTIONAL RECEIVABLES**

116. For purposes of this paragraph and paragraph 117, a “Qualifying Former Student” means any former student whose last known address at the time of the Effective Date is in a state that is a party to this AVC and either (a) attended a CEC institution which was closed prior to the Effective Date or is currently scheduled to close before December 31, 2018; or (b) whose final day of attendance at AIU or CTU occurred on or before December 31, 2013. As partial consideration for the release set forth in paragraph 131, without any admission of wrongdoing, CEC agrees to forgo any and all efforts to collect any amounts that are owed to CEC by such Qualifying Former Students (hereinafter “Institutional Receivables”) on the first day of the month following after the Effective Date which amounts totaled, as of December 1, 2018, approximately \$493,687,220.00. The parties agree that issuance of 1099s is not required, and that 1099s will not be issued to Qualifying Former Students. For the avoidance of doubt, Institutional Receivables shall not include any amounts that are owed to non-CEC entities, such as, for example, federal student loans owed to the United States government. In the event that any Qualifying Former Student or a co-signer for a Qualifying Former Student attempts to make a payment to CEC after the first day of the month following thirty (30) days after the Effective Date that relates to Institutional Receivables, CEC shall use all reasonable efforts to refuse such payment and return the payment. CEC shall request that any and all trade line information related to amounts covered by this paragraph be deleted from Qualifying Former Students’ credit reports, to the extent that such trade line information exists, at CEC’s own expense. For the avoidance of doubt, it is not the Parties’ intent to allow Qualifying Former Students to recover the amounts CEC is foregoing collection of pursuant to this paragraph in any other forum.

117. On or before sixty (60) days after the Effective Date, CEC shall send a letter by U.S. mail to each Qualifying Former Student at his or her last known mailing address notifying such former students that CEC are forgoing collection on their Institutional Debt, including all interest and fees. The notice shall state that due to a recent settlement with the Attorneys General the student's account balance owing to CEC is \$0 and shall encourage the student to advise any and all co-signers that the student's account balance owing to CEC has been reduced to \$0. The notice shall also inform the student that CEC will send a copy of the notice to each of the credit reporting agencies (*i.e.*, TransUnion, Equifax, and Experian). The notice shall further inform the student that if the student finds that the amounts owed to CEC by the student are still erroneously appearing on the student's credit report after one hundred and twenty (120) days and notifies CEC, then CEC, at its own expense, shall promptly and properly notify the appropriate credit reporting agency, whether directly or indirectly, of any change(s) to be made to the credit reporting resulting from the application of the terms of this AVC. The notice shall provide CEC's contact information for making a request to correct a credit report and for any additional inquiries about the student's account.

#### **PAYMENT TO THE STATES**

118. CEC shall pay \$5 million (the "Payment Amount") to the Attorneys General. CEC and the Attorneys General agree that CEC shall make this payment according to instructions communicated to CEC by the Attorneys General of the State of Connecticut and the State of Iowa, including allocated distributions to the Attorneys General as determined by the Executive Committee and a payment of \$500,000.00 to the National Association of Attorneys General Financial Services and Consumer Protection Fund and \$250,000.00 to

the State Center. The Texas Attorney General shall receive a payment of \$50,000.00. Payment by CEC shall be made no later than thirty (30) days after the Effective Date of this AVC and after CEC's receipt of such payment instructions. The Executive Committee shall, in its sole discretion, determine the amount to be allocated to each Attorney General from the Payment Amount. Each Attorney General may, at his or her sole discretion, use such allocation for any purpose or expenditure permitted by law, including but not limited to attorneys' fees and other costs, and/or for any other consumer protection purpose. However, no portion of the Payment Amount or such allocation shall be characterized as the payment by CEC of a fine, civil penalty, or forfeiture.

#### **TIME TO IMPLEMENT AND DURATION**

119. Except as otherwise provided in paragraphs 116 and 117 and Exhibit A hereto, CEC shall implement the terms of this AVC by no later than the Effective Date.
120. With respect to each of the paragraphs of this AVC listed in Exhibit A hereto, CEC shall implement the terms of the relevant paragraph of this AVC by no later than the date set forth in Exhibit A.
121. Except as otherwise provided in paragraphs 37 and 48, CEC shall be relieved of its obligations under this AVC on the sixth anniversary of the Effective Date; provided, however, that CEC's obligations under paragraphs 72 through 80, 82, 90, 91 (first sentence only), and 133 through 139 of this AVC shall remain in effect unless and until the AVC is terminated or modified by the Parties.
122. Beginning on the fourth anniversary of the Effective Date, CEC shall have the right to petition the Executive Committee to be relieved of its obligations under specific identified paragraphs of this AVC that CEC believes have become overly burdensome or

unnecessary. CEC shall set forth in writing the reasons why it believes it should be relieved from such obligations and any additional factors that it would like the Executive Committee to consider. Moreover, if the U.S. Department of Education adopts regulations that establish a uniform approach for the calculation and disclosure of job placement rates that is applicable to CEC institutions, then CEC may petition the Executive Committee to be relieved of its obligations under paragraph 23 and paragraphs 61 through 69 on the date when such regulations become effective. The Executive Committee shall consider any petitions made by CEC in good faith and, in each case, the Executive Committee shall be obligated to meet and confer with CEC within sixty (60) days of the request being sent and to make a recommendation about the petition to the Attorneys General within sixty (60) days thereafter.

123. In the event that CEC sells or otherwise transfers control of American InterContinental University or Colorado Technical University, to a third-party acquirer (the “Acquiring Company”), and the Acquiring Company becomes subject to the terms of this AVC as a successor to CEC, the Acquiring Company shall assume CEC’s rights to petition under this paragraph with respect to the institutions sold or transferred by CEC.

#### **MISCELLANEOUS PROVISIONS**

124. All obligations undertaken by CEC under this AVC shall apply prospectively. Nothing herein, including the powers and duties of the Administrator to review CEC’s compliance with this AVC shall apply to any of the schools owned or operated by Career Education Corporation fully taught out by December 31, 2018.
125. Nothing in this AVC shall override or prevent CEC from complying with its obligations under the August 19, 2013 Assurance of Voluntary Discontinuance with the New York

Attorney General, including its obligations regarding placement rate disclosures.

126. During the term of this AVC, if the position of the Administrator is vacant, then, to the extent that this AVC or the Work Plan referenced in paragraph 35 requires the Administrator's approval or consent for CEC to take a particular action, then CEC shall be entitled to take that action if it notifies the Attorneys General of its intent to act and the Attorneys General fail to object with particularity within thirty (30) days. If the Attorneys General object and particularize the bases for the objection within the thirty (30) day period, then the Parties shall promptly meet and confer, following which CEC shall be entitled to seek judicial review with regard to the objection if necessary.
127. Either the Attorneys General or CEC may request to meet and confer with respect to any aspect of this AVC or its implementation by notifying the other party. The notice shall state the subjects proposed to be discussed. The recipient of the notice shall in good faith make itself and/or its representatives available to meet and confer at a mutually convenient time within thirty (30) days of the notice being sent.
128. This AVC is for settlement purposes only. No part of this AVC constitutes or shall be deemed to constitute an admission by CEC that they have ever engaged in any conduct proscribed by this AVC.
129. This AVC is made without trial or adjudication of any issue of fact or law by a court at law or equity, or finding of liability or fact of any kind, and no party to this agreement shall make contrary representations. This AVC is not intended by the parties to constitute evidence against CEC in, or provide any basis for, any action brought by any person or entity for any violation of the common law, any federal or state statute or regulation, or constitute evidence in, or provide any basis for, any defenses, claims or assertions by or on

behalf of current or former Students seeking student loan forgiveness or defense to repayment claims initiated at or by the U.S. Department of Education. Further, this AVC is not intended by the parties to constitute evidence in favor of CEC in, or provide any basis for, any defense put forward by CEC against any alleged violation of the common law, or any federal or state statute or regulation, or to constitute evidence in or provide any basis for any defenses, claims or assertions by or on behalf of CEC seeking to disallow student loan forgiveness or defense to repayment claims initiated at or by the U.S. Department of Education.

130. Notwithstanding the provisions of paragraphs 128, 129, or any other provision of this AVC, this AVC may be used as evidence in an action brought by the Attorneys General to enforce the terms of this AVC for the sole purpose of establishing those terms of the AVC that any such action seeks to enforce. In addition, notwithstanding the provisions of paragraphs 128, 129, or any other provision of this AVC, this AVC may be used by CEC and may constitute evidence in favor of CEC in any proceeding (a) brought by or on behalf of Students whose institutional debt has been forgiven pursuant to the provisions of paragraphs 116 and 117 of this AVC for the sole purpose of establishing the amount of institutional debt forgiven, or (b) brought by the Attorneys General seeking relief or recovery for claims or other matters released pursuant to paragraph 131 of this AVC for the sole purpose of establishing the matters allegedly released, or (c) in any action brought by the Attorneys General to enforce the terms of this AVC for the sole purpose of establishing conditions precedent to the bringing of such action, pursuant to paragraphs 112 and 113.
131. As of the Effective Date, the Attorney Generals hereby release CEC from any and all civil



claims, actions, causes of action, damages, losses, fines, costs, and penalties, pursuant to each Attorney General's State's consumer protection and trade practice statutes, that have been or could have been brought against CEC or any of their respective current or former subsidiaries, affiliates, divisions, agents, representatives, and each of their respective officers, directors, shareholders, members, insurers, attorneys or employees on or before the Effective Date related to (1) the allegations set forth in paragraph 2 and (2) CEC's institutional lending practices that are the subject of paragraphs 116 and 117. Notwithstanding any other term of this AVC, the following do not comprise released claims: private rights of action; criminal claims; claims of environmental or tax liability; claims for property damage; claims alleging violations of State or federal securities laws; claims alleging violations of State or federal antitrust laws; claims brought by any other agency or subdivision of the State; claims alleging violations of State or federal privacy laws or State data breach laws; and claims alleging a breach of this AVC.

132. The Parties agree that this AVC does not constitute an approval by the Attorneys General of any of CEC's past or future practices, and CEC shall not make any representation to the contrary.
133. The requirements of this AVC are in addition to, and not in lieu of, any other requirements of state or federal law. Nothing in this AVC shall be construed as relieving CEC of the obligation to comply with all local, state, and federal laws, regulations, or rules, nor shall any of the provisions of this AVC be deemed as permission for CEC to engage in any acts or practices prohibited by such laws, regulations, or rules.
134. Nothing contained in this AVC shall be construed to create or waive any individual private right of action.

135. CEC shall not participate directly or indirectly in any activity to form or proceed as a separate entity or corporation for the purpose of engaging in acts prohibited in this AVC or for any other purpose which would otherwise circumvent any part of this AVC.
136. If any clause, provision or section of this AVC shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
137. The section headings and subheadings contained in this AVC are included for convenience of reference only and shall be ignored in the construction or interpretation of this AVC.
138. To the extent that any changes in CEC's business, advertisements, and/or advertising practices are made to achieve or facilitate conformance to the terms of this AVC, the fact that such changes were made shall not constitute any form of evidence or admission, explicit or implicit, by CEC of wrongdoing.
139. In the event that any statute, rule, or regulation pertaining to the subject matter of this AVC is enacted, promulgated, modified, or interpreted by any federal or state government or agency, or a court of competent jurisdiction holds that such statute, rule, or regulation is in conflict with any provision of this AVC, and compliance with this AVC and the subject statute, rule, or regulation is impossible, CEC may comply with such statute, rule, or regulation and such action in the affected jurisdiction shall not constitute a violation of this AVC. CEC shall provide written notices to the Attorneys General and the Administrator, if applicable, that it is impossible to comply with this AVC and the subject law and shall explain in detail the basis for claimed impossibility, with specific reference to any

applicable statutes, regulations, rules, and court opinions. Such notice shall be provided immediately upon CEC learning of the potential impossibility and at least thirty (30) days in advance of any act or omission which is not in compliance with this AVC. Nothing in this paragraph shall limit the right of the Attorney General to disagree with CEC as to the impossibility of compliance and to seek to enforce this AVC accordingly.

140. All notices under this AVC shall be provided to the following via email and Overnight Mail:

FOR CEC

Jeffrey D. Ayers  
Senior Vice President, General Counsel and Secretary  
Career Education Corporation  
231 N. Martingale Rd.  
Schaumburg, Illinois 60173  
[jayers@careered.com](mailto:jayers@careered.com)

Jerry W. Kilgore  
Cozen O'Connor  
Three James Plaza  
Suite 1420  
Richmond, VA 23219  
[jkilgore@cozen.com](mailto:jkilgore@cozen.com)

FOR THE STATE OF TEXAS

Office of the Texas Attorney General  
Consumer Protection Division  
Attention: D. Esther Chavez  
P.O. Box 12548  
Austin, Texas 78711-2548  
[Esther.Chavez@oag.texas.gov](mailto:Esther.Chavez@oag.texas.gov)

**ATTORNEYS FOR THE STATE OF TEXAS**

KEN PAXTON  
Attorney General of Texas

JEFFREY C. MATEER  
First Assistant Attorney General

BRANTLEY STARR  
Deputy First Assistant Attorney General

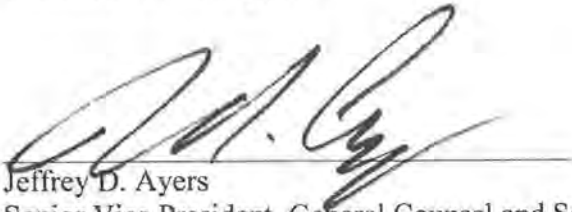
DARREN L. MCCARTY  
Deputy Attorney General for Civil Litigation

PAUL SINGER  
Chief, Consumer Protection Division



D. ESTHER CHAVEZ  
Senior Assistant Attorney General  
State Bar No. 04162200  
Office of the Texas Attorney General  
P.O. Box 12548  
Austin, Texas 78711-2548  
Phone: (512) 475-4628  
Facsimile: (512) 463-8301  
Email: [Esther.Chavez@oag.texas.gov](mailto:Esther.Chavez@oag.texas.gov)  
Dated: JAN. 2, 2019.

For Career Education Corporation, American InterContinental University, Inc., and Colorado Technical University, Inc.

A handwritten signature in black ink, appearing to read "J. D. Ayers", written over a horizontal line.

Jeffrey D. Ayers  
Senior Vice President, General Counsel and Secretary  
Career Education Corporation  
231 N. Martingale Rd.  
Schaumburg, Illinois 60173  
jayers@careered.com

Counsel for Career Education Corporation, American InterContinental University, Inc., and Colorado Technical University, Inc.



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COZEN O'CONNOR  
Three James Plaza  
Suite 1420  
Richmond, VA 23219  
Phone: (804) 762-6916  
jkilgore@cozen.com



**Exhibit A – Implementation Schedule**

AVC Paragraph(s)	Subject Matter	Deadline for Compliance
¶¶ 54-59 (and all other references)	Single-Page Disclosure Sheet <sup>1</sup>	180 days from the Effective Date, subject to the qualifications contained in the relevant paragraphs regarding what information must be contained in the Single-Page Disclosure.
¶¶ 70-71	Electronic Financial Impact Platform	CEC shall have one hundred eighty (180) days from the Effective Date to complete development, have approved by the Administrator in consultation with the Attorneys General, and implement its Electronic Financial Impact Platform

<sup>1</sup> All capitalized terms used in this Exhibit A shall have the meaning given to them in the AVC.





# PROGRAM NAME

## PROGRAM COST AND LENGTH

TUITION AND FEES\*: \$XX.XXX PROGRAM LENGTH: XX months

Tuition:	Total Credits:	Cost Per Credit Hour:	Technology Fee:	Graduation Fee:
\$XX.XXX	XXX	\$XXX	\$XXX/term	\$XX

\*The amounts shown above include costs for the entire program, assuming normal time to completion. In addition, a non-refundable \$150 Graduation Fee will be charged to the student's account during the final term. Program length and cost may vary due to multiple factors including eligible transferred credits, program pacing and proficiency credit awarded for passing knowledge assessments.

## TRANSFER CREDITS

- Course credits are not guaranteed to transfer to other schools. Transferability of credits is at the sole discretion of the receiving institution.
- Not all credits are eligible to transfer. The Prior Learning Assessment Team can determine what credits students may be eligible to transfer into their current program. You can transfer in up to 75% of credits required for a degree. See the university's catalog regarding transfer credit policies.

## STUDENT SUCCESS & OUTCOMES

THE TYPICAL GRADUATE LEAVES WITH A LOAN DEBT OF: \$XX,XXX

The median debt of borrowers who completed this program. This debt includes federal, private, and institutional loans.

SUCCESS OF STUDENTS WHO ENROLL

XX% of Title IV students complete the program within XX months



XX out of XX complete within XX months



XX out of XX do not complete within XX months

THE TYPICAL GRADUATE EARNS \$XX,XXX PER YEAR AFTER LEAVING THIS PROGRAM.

The median earnings of program graduates who received Federal aid.

# Exhibit 60

# Secretary DeVos Approves New Methodology for Providing Student Loan Relief to Borrower Defense Applicants


While courts continue to deliberate, DeVos moves forward with ensuring harmed students receive relief

DECEMBER 10, 2019

Contact: Press Office, (202) 401-1576, [press@ed.gov](mailto:press@ed.gov)

WASHINGTON –Today, U.S. Secretary of Education Betsy DeVos announced the Department has implemented a new methodology for assessing borrower defense to repayment (BDR) claims, many of which were left behind by the previous administration. The new methodology relies on publicly available earnings data and a scientifically robust statistical methodology to determine harm.

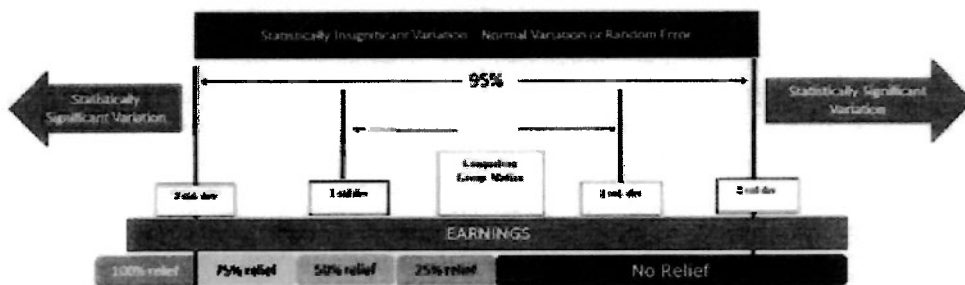
**More Resources**

 [New Borrower Defense Relief Methodology Policy Statement](#)

“Despite the mess we inherited from the previous administration, we committed from day one to getting this right for students and taxpayers,” said Secretary DeVos. “We cannot tolerate fraud in higher education, nor can we tolerate furiously giving away taxpayer money to those who have submitted a false claim or aren’t eligible for relief. This new methodology treats students fairly and ensures that taxpayers who did not go to college or who faithfully paid off their student loans do not shoulder student loan costs for those who didn’t suffer harm.”

As illustrated in the chart below, the new borrower defense relief methodology relies on publicly available data to compare median earnings of graduates who have made BDR claims to the median earnings of graduates from comparable programs. If the earnings from the school in question under the BDR application are lower than the median for that program at all comparable schools, then they will be determined to have suffered harm and will receive student loan relief, either in full or in part:

- Earnings lower than two standard deviations from the median will result in full relief.
- Successful BDR applicants whose program earnings are lower than the median but higher than two standard deviations from the median will receive tiered relief of either 25%, 50%, or 75%, based on their program's earnings deviation from the median.



To calculate harm and determine the relief amount, the Department is relying on publicly available 2017 Gainful Employment earnings data, Social Security Administration earnings, College Scorecard data and IRS information.

Because of promises made by the prior administration, and damages likely caused to those borrowers by the Department’s continuous efforts to use Corinthian Colleges, Inc. (CCI) institutions as an example, the Department will award no less than 10% relief to all eligible CCI Borrower Defense applicants, regardless of program earnings.

Hundreds of claims adjudicated utilizing the new methodology, mostly consisting of Corinthian and ITT borrowers, will be released this week. FSA will also resume notifying borrowers that their loans are ineligible for relief under the 2016 BDR regulation based on the following factors:

- Borrowers did not have Direct Loans related to the claim.

- Borrowers were not part of the pre-identified class of Corinthian Colleges for whom approval was provided in advance.
- Borrowers did not make an allegation or provide sufficient evidence that the institution violated an applicable state law.
  - For example, borrowers who submitted a claim stating that their teacher was unfair or that they have not found a job they like are not eligible for relief under the applicable BDR provision.

The decisions issued this week include thousands of claims that were effectively denied by the prior administration but were left behind for this administration to notify borrowers. For context, the prior administration's final BDR report had indicated approximately 40% of pending claims at that point in time were deemed ineligible. Students deemed ineligible for relief, who have loans held by the Department, will have any interest accrued on their loan waived from the date their claim was submitted.

This is the second robust adjudication process put in place by this administration to address pending claims. As many will recall, the Department first began adjudicating BDR claims in 2017 but was stopped by a California court based on technical, legal questions arising from a data-sharing agreement within the federal government. The Department appealed the court's decision, but when it became obvious that the court was not going to move quickly, the Department began to develop the new methodology released today for adjudicating claims.

# Exhibit 61

Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00009715; DOE00009719	Academy of Art University	Stephens Institute, Inc.	5/12/2020, updated 11/17/2020	409	N
DOE00009723	Academy of Healing Arts	LaSalle Capital Group	11/5/2019	7	N
DOE00009724; DOE00009728; DOE00009732	ACT College	Applied Career Training, Inc.	8/18/2020, updated 11/19/2020	54	N
DOE00009733; DOE00009734	Adelphi Business College	Unknown	8/31/2020, updated 11/17/2020	14	N
DOE00009735; DOE00009737; DOE00009739	Alabama A&M University	Public	12/20/2019; 8/19/2020, updated 11/20/2020	22	N
DOE00009740; DOE00009743; DOE00009745; DOE00009747	Alabama State University	Public	11/4/2019; 8/19/2020, updated 11/19/2020	21	N
DOE00009748; DOE00009751; DOE00009756	Albany State University	Public	11/8/2019; 7/31/2020, updated 11/20/2020	22	N
DOE00009761; DOE00009762	Albert Merrill School	Unknown	9/4/2020, updated 11/18/2020	12	N
DOE00009545, DOE00009548, DOE00009550, DOE00009552	All CEC schools (listed in memo)	Career Education Corporation (CEC)	4/2/2020, 6/19/2020, 12/2/2020	Unspecified	Maybe - students with enrollment start date between 1/1/2008 - 12/31/2012
DOE00009765; DOE00009767; DOE00009768	Allied American University	Allied Business Schools, Inc.; The George E. Achenbach Irrevocable Trust	10/15/2019; 9/14/2020, updated 11/18/2020	13	N
DOE00009769; DOE00009773; DOE00009777	American Broadcasting School	American Broadcasting School, Inc.	8/6/2020, updated 11/24/2020	7	N



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DOE00009778; DOE00009781; DOE00009784; DOE00009788	American Business Institute	Wilfred American Education Corp.	10/3/2019; 9/15/2020	36	N
DOE00009470	American Career Institute	Not specified	1/4/2017	Unspecified	Unknown
DOE00009789; DOE00009792; DOE00009794	American Career Training Travel School	Joseph Calareso	8/19/2020, updated 11/23/2020	13	N
DOE00009797; DOE00009798	American College	Unknown	9/15/2020, updated 11/20/2020	14	N
DOE00009795; DOE00009796	American College of Medical Technology	Daniel Dorim Kim	8/19/2020, updated 11/20/2020	18	N
DOE00009704; DOE00009709; DOE00009714	American Commercial College	Doyle Sheets and Sheets Family Partnership	2/10/2020, updated 11/18/2020	57	N
DOE00009799; DOE00009800	American Hi-Tech Business Technology	Robert Fiance Business Institute	9/4/2020, updated 11/19/2020	12	N
DOE00009806; DOE00009809; DOE00009812; DOE00009805	American Institute	Unspecified	2/10/2020; 8/28/2020, updated 11/19/2020	38	N
DOE00009801; DOE00009802	American Institute of Business	Unknown	8/31/2020, updated 11/19/2020	10	N
DOE00009803	American Institute of Trucking	Charles R. ("Chuck") Wirth	11/13/2019	7	N
DOE00009814; DOE00009815	American Musical & Dramatic Academy	Nonprofit	8/31/2020, updated 11/18/2020	18	N
DOE00009817; DOE00009823; DOE00009816	American Professional Institute/Helms College	Goodwill Industries, Inc.	8/12/2020, updated 11/20/2020	69	N
DOE00009829	American Public University System	American Public Education, Inc.	8/23/2019	38	N



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DOE00009831; DOE00009834; DOE00009837	American School of Technology	American School of Technology Management, Inc. (Michael Schiff)	9/26/2019; 9/23/2020, updated 11/20/2020	27	N
DOE00009840; DOE00009842	American University of the Caribbean School of Medicine	Adtalem Global Education Inc.	9/25/2020, updated 11/18/2020	6	N
DOE00009844; DOE00009845; DOE00009846	Ameritech College	Ameritech College (William Jones)	11/18/2019; 9/14/2020, updated 11/19/2020	10	N
DOE00009847; DOE00009849; DOE00009854	Anamarc College	Anamarc Enterprises, Inc. (Enrique Diaz, Elsa Lorena Pina, Ana Maria Pina Houde)	7/12/2019; 7/31/2020, updated 11/19/2020	74	N
DOE00009859	Angley College	Angley College, Inc.	8/7/2019	23	N
DOE00009862; DOE00009864	Antioch University	Private	9/15/2020, updated 11/19/2020	10	N
DOE00009866; DOE00009870	Antonelli College	Technology Training Systems, Inc.	8/26/2020, updated 11/17/2020	64	N
DOE00009874	Antonelli Institute	Edward Gillespie	11/14/2019	10	N
DOE00010161; DOE00010167; DOE00010160	Antonelli Institute; Antonelli Institute of Art & Photography; Bradford School; Fox College; Hickey College; International Business College; King's College; Minneapolis Business College; Vet Tech Institute; Wood Tobe-Coburn School	Bradford Schools, Inc.	8/12/2020, updated 11/20/2020	230	N
DOE00009875; DOE00009878	Apex Technical School	Breton International Inc. (William Z. Cann, The Estate of Dorothy Cann Hamilton)	9/10/2020, updated 11/20/2020	25	N

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DOE00009622	Argosy University, South University, Western State College of Law	EDMC (Education Management Corp.)	8/13/2020	Unclear re: these 3 brands; 13,000 from EDMC total	Y - Allegations re: professional licensure for psychology masters & doctorates at Argosy; professional licensure for South University nursing program in 2009; any allegations during Dream Center ownership
DOE00009881	Arizona College	Eduvision Inc.	11/19/2019	6	N
DOE00009883	Arizona Institute of Electrolysis Div Unif School	Unknown	11/18/2019	7	N
DOE00009885; DOE00009887; DOE00009891	Arizona State University	Public	7/11/2019; 9/8/2020, updated 11/20/2020	50	N
DOE00009895; DOE00009899	Armstrong State University (now Georgia Southern Armstrong Campus)	Public	8/4/2020, updated 11/18/2020	5	N
DOE00009635	Art Institutes, Argosy University, Brown Mackie College, South University, Western State College of Law	EDMC	4/30/2020	18,000	Maybe - This memo addresses allegations from before 7/1/2003; other time periods/issues in other memos
DOE00009631	Art Institutes, Argosy University, Brown Mackie College, South University, Western State College of Law	EDMC	6/2/2020	Not specified	Maybe - This memo addresses allegations from between 1/1/2016-9/30/2017; other time periods/issues in other memos
DOE00009626; DOE00009638; DOE00009608; DOE00009616	Art Institutes, Argosy University, Brown Mackie College, South University, Western State College of Law	EDMC	8/7/2020; 7/21/2020	17,000	Maybe - This memo addresses allegations from between 7/1/2003-12/31/2008 (except professional licensure for psychology masters &

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DOE00009903; DOE00009909; DOE00009915	ASA College	ASA Institute of Business & Computer Technology, Inc. (Alex Shchegol)	8/31/2020, updated 11/23/2020	88	N
DOE00009539	Ashford University	Bridgepoint	Undated	Unspecified	Unknown
DOE00009916; DOE00009918; DOE00009923; DOE00009928	Associated Technical College	Diversified Education Co.	11/13/2019; 8/3/2020, updated 11/22/2020	24	N
DOE00009929; DOE00009930	ATA College	Educational Ventures, LLC	8/19/2020, updated 11/22/2020	24	N
DOE00009932; DOE00009934; DOE00009931	Atlanta's John Marshall Law School / Savannah Law School	John Marshall Law School, LLC	8/19/2020	12	N
DOE00009936; DOE00009942	Atlantic Union College	Private	8/3/2020	7	N
DOE00009948	Austin Community College	Austin Independent School District (public)	11/13/2019	7	N
DOE00009950	Austin Peay State University	Public	11/5/2019	10	N
DOE00009952; DOE00009954; DOE00009955; DOE00009960	Austin's School of Spa Technology	Empire Education Corp. (solely owned by Faith Takes)	12/2/2019; 8/5/2020; 8/24/2020, updated 11/23/2020	16	N
DOE00009965; DOE00009966; DOE 00009967	Avalon School of Cosmetology	EA Education, Inc. (owned by P-Squared, Inc.; in turn owned by BP Assets, LLC [Brandon Pobiak], DP Assets, LLC [Donald Pobiak], and KP Assets, LLC [Clint Tryon & Kimberly Tryon])	12/19/2020 [likely typo for 2019]; 8/24/2020, updated 11/18/2020	12	N
DOE00009969; DOE00009970	Aveda Arts & Sciences Institute Covington	Beauty Basics, Inc. (Debra A. Neill Baker and Edwin H. Neill GST Trust)	8/24/2020; 8/13/2020	16	N
DOE00009975; DOE00009980	Aveda Institute - South Florida	TSP Institute, Inc.	8/13/2020, updated 11/19/2020	8	N

Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00009985	Aviation Institute of Maintenance	Employment Services, Inc.	7/18/2019	27	N
DOE00010797; DOE00010802; DOE00010807	Aviation Institute of Maintenance, Centura College, Centura Institute, Tidewater Tech	Employment Services, Inc.	5/1/2020, updated 11/22/2020	164	Y - Aviation Inst. Students between 2007-2018 who allege misrepresentations re: graduation rates & employability of students with criminal records
DOE00009987	Azusa Pacific University	Azusa Pacific University	10/21/2019	12	N
DOE00009990	Bainbridge State College	Public	11/25/2019	6	N
DOE00009992; DOE00009994; DOE00009997; DOE00010002; DOE00010007	Baker College	Private (Jewell family)	7/17/2019; 10/22/2019; 9/2/2020, updated 11/19/2020	137	N
DOE00010008; DOE00010009	Barber-Scotia College	Private	8/27/2020, updated 11/18/2020	19	N
DOE00010010; DOE00010011	Barclay College	Glenn Rodano	9/15/2020, updated 11/17/2020	16	N
DOE00010012; DOE00010018	Barry University	Barry University, Inc.	9/29/2020; updated 11/20/2020	23	N
DOE00010024; DOE00009645	Bauder College	Kaplan Higher Education Corp.	11/1/2019	90	N
DOE00009645	Bauder College, Kaplan Career Institute, Kaplan College, Mount Washington College, Purdue University Global, Maric College	Graham Holdings Co. (Kaplan)	Undated	Unspecified	Unknown
DOE00010027	Bay State College	Bay State College	1/2/2020	7	N
DOE00010031; DOE00010032	Beauty Institute (The)	Magnolia School of Ambler Corp. (Truc Do)	9/15/2020, updated 11/20/2020	10	N

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DOE00010028	Beauty Institute (The), a/k/a The Beauty Institute-Schwarzkopf Professional	Unknown	10/22/2019	17	N
DOE00010033; DOE00010039	Beauty Schools of America	Coral Springs Schools, Inc. (John W. Rebstock)	8/31/2020, updated 11/18/2020	129	N
DOE00010045; DOE00010050; DOE00010055	Beckfield College	Quad Partners III-A LP (previously Kentucky Career Institute, Beckfield, and Daymar)	8/28/2020; updated 11/23/2020	32	N
DOE00010056; DOE00010057	Belhaven University	Private	9/15/2020, updated 11/22/2020	11	N
DOE00010058; DOE00010062	Bellus Academy	Beauty Boutique, Inc. (Chula Vista & El Cajon); Poway Academy of Hair Design, Inc. (Poway) (both controlled by William & Lynelle Lynch)	2/19/2020, updated 11/24/2020	13	N
DOE00010067; DOE00010070	Belmont Abbey College	Private	8/4/2020, updated 11/20/2020	5	N
DOE00010074; DOE00010076; DOE00010078; DOE00010080	Benedict College	Private	8/2/2019; 8/11/2020, updated 11/17/2020	30	N
DOE00010081	Benjamin Franklin Institute of Technology	Benjamin Franklin Institute of Technology	12/11/2019	6	N
DOE00010082	Bennett College	Affiliated with United Methodist Church	12/18/2019	6	N
DOE00010084; DOE00010089	Berkeley College	Berkeley Educational Services of New Jersey, Inc. & Berkeley Educational Services of New York, Inc. (Randy B. Luing, Kevin L. Luing, Timothy D. Luing, Brian D. Luing)	9/8/2020, updated 11/20/2020	91	N
DOE00009561	Berks Technical College	Unspecified	Undated	Unspecified	Unknown
DOE00010094	Bethune-Cookman University	Private	8/1/2019	19	N
DOE00010097; DOE00010098	Blake Business School	Barbara Marion & Rex Shaw	9/15/2020, updated 11/23/2020	17	N

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DOE00010099; DOE00010104	Blanton's College	Blanton's College, Inc.	7/31/2020, updated 11/22/2020	6	N
DOE00010109	Bloomsburg University of Pennsylvania	Pennsylvania State System of Higher Education (public			
DOE00010111; DOE00010113; DOE00010117; DOE00010122	Blue Cliff College	Education Management Inc.	8/23/2019; 9/15/2020, updated Nov. 2020(?)	79	N
DOE00010123; DOE00010127	Blue Ridge Community and Technical College	Public	8/4/2020, updated 11/20/2020	5	N
DOE00010131; DOE00010137; DOE00010143	Boca Beauty Academy	Boca Beauty Academy, LLC (Jack Bragin)	7/30/2020, updated 11/18/2020	10	N
DOE00010144	Boise State University	Public	11/15/2019	6	N
DOE00010146	Boston University	Private non-profit	10/31/2019	9	N
DOE00010148; DOE00010152; DOE00010158; DOE00010157	Bowling Green State University	Public	11/8/2019; 7/31/2020, updated 11/20/2020	16	N
DOE00010173; DOE00010178	Bramson ORT College	ORT America, World ORT	8/5/2020, updated 11/18/2020	7	N
DOE00010182; DOE00010184; DOE00010185	Brandman University	Brandman University	10/9/2019; 9/15/2020, updated 11/18/2020	21	N
DOE00010186	Brensten Education	Brensten Education, Inc.	7/23/2019	26	N
DOE00010191; DOE00010196; DOE00010190	Broadview University	C Square Educational Enterprises; Broadview Institute, Inc.; Terry L. Myhre	10/5/2020, updated 11/22/2020	43	Y - Students enrolled between 1/1/1997-8/31/1999
DOE00010201; DOE00010206; DOE00010209	Brookline College	Brookline College, LLC	11/14/2019; 8/18/2020	98	N
DOE00010214; DOE00010217; DOE00010221; DOE00010225	Brookstone College of Business	Commercial College of Asheboro, Inc.; Jack & Marlene Henderson	10/11/2019; 8/31/2020, updated 11/19/2020	40	N

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DOE00010226; DOE00010228; DOE00010231; DOE00010233	Broward College	Public community college	7/30/2019; 8/25/2020, updated 11/18/2020	22	N
DOE00010234; DOE00010235	Brown College of Court Reporting	Coyne American Institute, Inc.; Russell T. Freeman	9/15/2020, updated 11/20/2020	10	N
DOE00010237; DOE00010241; DOE00010246; DOE00010236	Bryan College	Alta Education, LLC (John S. Ledesma); Bryan College, LLC	11/25/2019; 8/27/2020, updated 11/20/2020	63	N
DOE00010251; DOE00010256; DOE00010261	Bryan University	Bryan College, LLC (Chad Evans)	10/21/2020, updated 11/18/2020	60	N
DOE00010262; DOE00010266; DOE00010270	Bryan University [unaffiliated with entry above]	Bryan Career College Inc. (Brian D. Stewart)	10/19/2020, updated 11/23/2020	23	N
DOE00010271; DOE00010274; DOE00010279; DOE00010273	Bryant & Stratton College	Bryant & Stratton Limited Partnership	11/5/2019; 3/23/2020, updated 11/22/2020	215	N
DOE00010284; DOE00010290; DOE00010296	Business Career Training Institute, f/k/a Business Computer Training Institute	Business Career Training Institute, Inc. (G. Morris Pigott, Thomas Jonez)	8/25/2020, updated 11/22/2020	190	N
DOE00010297; DOE00010299	Business Industrial Resources	Business Industrial Resources (Irene Zakron)	8/5/2020, updated 11/19/2020	37	N
DOE00010301	Butler Business School	Academic Enterprises, Inc.	7/19/2019	25	N
DOE00010303; DOE00010307	Caliber Training Institute	Caliber Training Institute, Inc. (Ben D. Lokos)	8/19/2020, updated 11/18/2020	41	N
DOE00010311	California College of Vocational Careers	Rudesindo Fernandez	10/30/2019	12	N
DOE00010313	California Healing Arts College	California Healing Arts College	12/20/2019	6	N
DOE00010314	California State University East Bay	Public	3/5/2020	7	N
DOE00010316	California State University Los Angeles	Public	3/5/2020	7	N
DOE00010318; DOE00010319	California State University Northridge	Public	8/27/2020, updated 11/20/2020	18	N



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DOE00010320	California State University Sacramento	Public	10/15/2019	13	N
DOE00010322; DOE00010323; DOE00010324	Cambridge Technical Institute	Cambridge Technical Institute, Inc.	10/23/2019; 9/14/2020, updated 11/20/2020	12	N
DOE00010325	Camelot College	Ronnie Williams	10/31/2019	9	N
DOE00009542; DOE00009544; DOE00002492	Capella University	Strategic Education Co. (since 2018 following Strayer-Capella merger)	7/13/2020	700	Y - Doctoral students
DOE00010327	Capitol City Trade & Technical School	Unknown	10/15/2019	15	N
DOE00010330; DOE00010331	Capri Institute of Hair Design	Capri Training Centers, Inc.; Capri Corporate Management, Inc. (Helmut E. Muenster Trust A & Anne E. Muenster)	9/16/2020, updated 11/18/2020	10	N
DOE00010332; DOE00010334	Career Care Institute	Edmund Carrasco	9/15/2020, updated 11/23/2020	11	N
DOE00010336; DOE00010337	Career College of Northern Nevada	Career Colleges, Inc. (Larry N. Clark)	8/24/2020, updated 11/22/2020	12	N
DOE00010338	Career Institute of America	Career Institute of America	12/28/2019	6	N
DOE00010339	Career Institute of Health and Technology	Computer Career Center, Inc.	8/9/2019	51	N
DOE00010341; DOE00010346; DOE00010351	Career Point College	Dickinson College of San Antonio, Inc. dba Career Point	8/31/2020, updated 11/22/2020	437	N
DOE00010352	Career Technical College	Private	11/25/2019	10	N
DOE00010354; DOE00010356; DOE00010358	Career Technical Institute	Career Technical Institute, Inc. (Moses Rabi)	12/27/2019; 9/18/2020, updated 11/20/2020	23	N
DOE00010359; DOE00010361	Career Training Academy	Career Training Academy, Inc.; HCP ED Holdings, Inc.; HCP ED Holdings, LLC; Hispania Private Equity II, L.P.	9/3/2020, updated 11/18/2020	20	N
DOE00009763	Carlos Albizu University	Puerto Rico Institute of Psychology Inc.	11/15/2019	6	N

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DOE00010364; DOE00010368; DOE00010363	Carrington College	San Joaquin Valley College, Inc.	3/31/2020, updated 11/20/2020	375	N
DOE00010372; DOE00010374; DOE00010375	Casa Loma College	Private	11/5/2019; 9/21/2020, updated 11/20/2020	18	N
DOE00010377	Catherine College	Unknown	11/4/2019	7	N
DOE00010378; DOE00010385; DOE00010388	CC's Cosmetology School, CC's Cosmetology College	James & Starlith ("Chiquita") Carter	4/10/2020, updated 9/17/2020 & 11/23/2020	19	N
DOE00010389; DOE00010393	CDA Technical Institute	CDA Technical Institute, Inc.	8/4/2020, updated 11/22/2020	8	N
DOE00010397; DOE00010398; DOE00010399	Center for the Media Arts	The Center for the Media Arts Inc.	11/13/2019; 8/28/2020, updated 11/22/2020	12	N
DOE00010400; DOE00010401; DOE00010402	Central Connecticut State University	Public	11/15/2019; 8/26/2020, updated 11/20/2020	11	N
DOE00010403; DOE00010406; DOE00010407	Central Florida Institute	Career Path Training Corp.; CG&G II, Inc.; Werner Enterprises	10/3/2019; 9/17/2020, updated 11/23/2020	27	N
DOE00010409	Central Michigan University	Public	11/5/2019	8	N
DOE00010411; DOE00010415	Central New Mexico Community College	Public	8/5/2020, updated 11/20/2020	5	N
DOE00010419	Central Nursing College	LLC, Katherine Ahn	10/11/2019	6	N
DOE00010422; DOE00010424; DOE00010426	Central State University	Public	8/24/2020, updated 11/20/2020	18	N
DOE00010426; DOE00010434; DOE00010427	Chamberlain University	Adtalem Global Education Inc.	7/31/2020, updated 11/18/2020	77	N

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DOE00010440; DOE00010442; DOE00010444	Chancellor University, David N. Myers University, Dyke College	Chancellor University System, LLC	8/19/2019; 9/17/2020, updated 11/19/2020	29	N
DOE00010446	Chapman University	Daniele C. Struppa	11/6/2019	8	N
DOE00010448	Charleston Southern University	South Carolina Baptist Convention	11/6/2019	5	N
DOE00009555; DOE00009560; DOE00002528	Charlotte School of Law	Infilaw System	5/12/2020	1,000	Y - Students with separation date on or after 2/24/2015
DOE00010450	Charter College	Prospect Education, LLC	1/23/2020	46	N
DOE00010455	Chattanooga College-Medical, Dental, and Technical Careers, Inc.	ECPI	2/21/2020	7	N
DOE00010457	Chicago Institute of Technology	Unknown	11/14/2019	10	N
DOE00010458; DOE00010460; DOE00010462	Cincinnati Christian University	Private	8/27/2020, updated 11/22/2020	12	N
DOE00010463; DOE00010464	Cincinnati State Technical & Community College	Public	9/4/2020, updated 11/22/2020	12	N
DOE00010465; DOE00010466; DOE00010468; DOE00010470	CIT College of InfoMedical Technology	Mohammad Qamaruddin	11/14/2019; 8/31/2020, updated 11/19/2020	20	N
DOE00010471; DOE00010477	City College	Private	8/25/2020, updated 11/20/2020	69	N
DOE00010483	Clark Atlanta University	Private	9/6/2019	13	N
DOE00010485; DOE00010487	Clark State Community College	Public	12/29/2019; 2/21/2020	6	N
DOE00010491; DOE00010493	Cleveland Chiropractic College (Kansas City) [location inferred from -10489]	Private	9/16/2020, updated 11/23/2020	12	N
DOE00010489	Cleveland Chiropractic College (Los Angeles)	Cleveland Chiropractic College	11/5/2019	10	N
DOE00010495	Cleveland Institute of Dental-Medical Assistants	Cleveland Institute of Dental-Medical Assistants, Inc.	9/16/2019	15	N
DOE00010498	Cleveland State University	Public	11/15/2019	6	N

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DOE00010500; DOE00010504; DOE00010506; DOE00010510	College of Health Care Professions (The)	Empowerment Schools, Inc.	7/16/2019; 9/19/2020, updated 11/20/2020	53	N
DOE00010511; DOE00010513; DOE00010517	College of New Rochelle (The)	Private	2/10/2019; 9/15/2020, updated 11/18/2020	100	N
DOE00010521; DOE00010523; DOE00010525	College of Office Technology (The)	Assurance Corp.; Pedro Galva	9/1/2020, updated 11/19/2020	39	N
DOE00010526	College of Southern Nevada	Public	9/27/2019	13	N
DOE00010530; DOE00010531; DOE00010534; DOE00010537	College of Westchester (The)	The College of Westchester, Inc. (Karen J. Smith)	11/12/2019; 10/2/2020, updated 11/22/2020	20	N
DOE00010538	Colorado Christian University	Private	11/12/2019	6	N
DOE00010539	Columbia College of Missouri, Columbia College of Chicago	Private	8/21/2019	35	N
DOE00010541; DOE00010542	Columbia School of Broadcasting, Home Study	Private	8/28/2020, updated 11/22/2020	11	N
DOE00010543; DOE00010545; DOE00010549	Columbia Southern University	Columbia Southern University, Inc.; Columbia Souther Education Group, Inc. (Chantell M. Cooley, Minnie L. Mayes, Robert G. Mayes)	1/15/2020; 9/4/2020, updated 11/20/2020	43	N
DOE00010554	Columbus State Community College, Columbus Area Technician's School, Columbus Technical Institute	Public (?)	9/6/2019	10	N
DOE00010556	Community Care College	Community HigherEd Institute (since 2015, previously Dental Directions, Inc.)	11/8/2019	10	N
DOE00010559	Community College of Philadelphia	Public	8/12/2019	21	N
DOE00010562; DOE00010565; DOE00010570	Computer Processing Institute	Adecco, SA	4/20/2020, updated 11/24/2020	11	N

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DOE00010571; DOE00010573	Concorde Career Institute, Concorde Career College	Concorde Careers-Florida, Inc.	8/5/2019; 1/28/2020	46	N
DOE00010576	Concordia College Alabama	Concordia College Alabama	2/25/2020	7	N
DOE00010578; DOE00010584; DOE00010577	Concordia University	Private	9/4/2020, updated 11/18/2020	72	N
DOE00010591; DOE00010594; DOE00010599; DOE00010590	Cortiva Institute, Cortiva Institute-Charlottesville, Texas Center for Massage Therapy, Utah College of Massage Therapy, Connecticut Center of Massage Therapy, Florida College of Natural Health, Nevada Institute, Arizona School of Massage Therapy	Steiner Leisure Limited; FCNH, Inc.	7/25/2019; 9/1/2020, updated 11/22/2020	87	N
DOE00010604; DOE00010606; DOE00010608	Cosmetology Career Institute	New Growth Partners LLC	8/11/2020, updated 11/22/2020	14	N
DOE00010609; DOE00010610	Coyne College	Coyne American Institute, Inc.	9/18/2020, updated 11/20/2020	12	N
DOE00010611; DOE00010616	Cuyahoga Community College	Public	3/27/2020, updated 11/20/2020	7	N
DOE00010622; DOE00010627; DOE00010621	Dade Medical College	Dade Medical College, Inc. (Ernesto Perez, Jr.)	3/10/2020, updated 11/20/2020	279	N
DOE00010632; DOE00010633	Dallas Nursing Institute	TCS Education-Texas, Inc.	9/1/2020, updated 11/20/2020	12	N
DOE00010635; DOE00010638; DOE00010643; DOE00010634	Daniel Webster College	Non-profit through 2009, when sold to ITT Tech	11/8/2019; 9/2/2020, updated 11/20/2020	44 (at least 9 pre-ITT)	Y - Students enrolled after ITT acquisition
DOE00010647; DOE00010650; DOE00010652; DOE00010656; DOE00010663; DOE00010664	Davenport University	Davenport University, Inc.	7/1/2019; 10/29/2019; 12/10/2019; 9/15/2020, updated 11/20/2020	73	N

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DOE00010666; DOE00010668	Dawn Career Institute	DCIA, LLC; Education Evolve, LLC; Joseph Fortunato; Michael C. Marino; Carl Spatocco; Joseph W. Marino	8/26/2020, updated 11/22/2020	16	N
DOE00010669; DOE00010670	Daytona State College	Public	9/21/2020, updated 11/22/2020	13	N
DOE00010671; DOE00010673; DOE00010674; DOE00010679	Decker College	Compass Educational Holdings, Inc.	11/5/2019; 5/21/2020, updated 11/20/2020	56	N
DOE00010684; DOE00010686; DOE00010687	Delaware State University	Public	10/21/2019; 9/18/2020, updated 11/20/2020	15	N
DOE00010688	Delgado Community College	Delgado Community College, Inc.	7/30/2019	20	Y - Allegations in connection with tuition bribery scheme that resulted in plea deal
DOE00010690	Delta School of Business & Technology	Unknown	10/11/2019	17	N
DOE00010694; DOE00010702; DOE00010710	DeMarge College	DeMarge College, Inc.; Argie Caporal and Dee Hoshall	5/18/2020, updated 11/20/2020	9	N
DOE00010711; DOE00010713	DePaul University	Private	9/16/2020, updated 11/20/2020	38	N
DOE00010715	Des Moines Area Community College	Public	10/30/2019	11	N
DOE00009583; DOE00002532	DeVry University; DeVry College of Technology; DeVry Institute of Technology	DeVry Inc.; became Adtalem Global Education in 2017; sold to Cogswell Education LLC in 2018	6/15/2020	"thousands"	Y - Allegations re: job placement rates between 1/1/2008 - 9/30/2015
DOE00010717; DOE00010720	Dover Business College	Dover Educational Services, LLC (Randy B. Luing, Timothy D. Luing, Kevin L. Luing, Brian D. Luing)	9/16/2020, updated 11/20/2020	20	N
DOE00010722	Dowling College	Private	8/16/2019	98	N
DOE00010726; DOE00010728; DOE00010730	DPT Business School	Paul T. Siemann	9/30/2020, updated 11/20/2020	20	N

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DOE00010731; DOE00010732	Draughons College	RD Shelton	8/26/2020, updated 11/22/2020	10	N
DOE00010733	Drexel University	Private	9/16/2019	14	N
DOE00010735; DOE00010736	Duluth Business University	Duluth Business University, Inc. (James R. Gessner, Terry L. Myhre)	8/28/2020, updated 11/20/2020	11	N
DOE00010737	Duquesne University of the Holy Spirit	Private	11/23/2020	14	N
DOE00010738	Eagle Gate College	Bullen & Wilson, LLC	8/22/2019	18	N
DOE00010741; DOE00010742	East Carolina University	Public	8/24/2020, updated 11/20/2020	16	N
DOE00010751; DOE00010755	East Coast Polytechnic Institute	ECPI University LLC; Novateur Education, Inc. Mark Dreyfus	3/3/2020, updated 11/20/2020	82	N
DOE00010743	Eastern Kentucky University	Public	11/6/2019	8	N
DOE00010744	Eastern Michigan University	Public	9/10/2019	15	N
DOE00010746	East-West University	East-West University, Inc.	11/13/2019	7	N
DOE00010748	Eastwick College	Eastwick Education (Thomas Eastwick)	11/7/2019	19	N
DOE00010759	Eldorado College	Anthony J. Pitale	11/8/2019	7	N
DOE00010761; DOE00010765; DOE00010769	Elmira Business Institute	Elmira Business Institute	5/12/2020, updated 11/20/2020	21	N
DOE00010770; DOE00010771; DOE00010772	Embry-Riddle Aeronautical University	Embry-Riddle Aeronautical University, Inc.	10/30/2019; 9/22/2020, updated 11/20/2020	12	N
DOE00010774; DOE00010783; DOE00010792; DOE00010795	Empire Beauty School	Empire Education Group (merged with Regis Corp. in 2007) is franchisor; each location independently owned by franchisee	1/7/2020; 8/24/2020, updated 11/22/2020	205	N
DOE00010808; DOE00010810	ESS College of Business	Executive Secretarial School of Texas	9/1/2020, updated 11/20/2020	25	N
DOE00010812; DOE00010816; DOE00010817	Eternity Cosmetology School	Eternity Cosmetology School Corp. (Mirenia Ceballo, Marisela Alvarez)	2/21/2020; 8/28/2020, updated 11/20/2020	12	N



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DOE00010818; DOE00010826; DOE00010834	Everglades University, Everglades College dba Keiser University	Everglades College, Inc. (purchased Keiser in 2011)	7/27/2020, updated 11/23/2020	525	N
DOE00010835; DOE00010836; DOE00010838	Excelsior College	Excelsior College	8/25/2020, updated 11/20/2020	24	N
DOE00010840; DOE00010842; DOE00010843	Fairleigh Dickinson University	Private	11/5/2019; 8/24/2020, updated 11/20/2020	15	N
DOE00010844; DOE00010848; DOE00010852	Fashion Institute of Design & Merchandising	Fashion Institute of Design & Merchandising (Tonian Hohberg)	12/15/2019; 8/27/2020, updated 11/20/2020	69	N
DOE00010853	Five Towns College	Private	11/8/2019	7	N
DOE00010855; DOE00010857; DOE00010860; DOE00010863; DOE00010865	Florida Agricultural & Mechanical University; Florida A&M College of Law	Public	8/6/2019; 11/6/2019; 8/24/2020, updated 11/22/2020	31	N
DOE00010867	Florida Atlantic University	Unspecified	11/7/2019	6	N
DOE00010869	Florida Barber Academy	Unspecified	11/5/2019	5	N
DOE00010870; DOE00010871; DOE00010875	Florida Career College	International Education Group (2014- present); Anthem Education Group (2012-2014)	5/8/2020	374	N
DOE00010879; DOE00010881; DOE00010885	Florida International University	Public	7/14/2019; 9/18/2020, updated 11/20/2020	42	N
DOE00010889; DOE00010891; DOE00010892	Florida Memorial University	Private	9/13/2019; 8/27/2020, updated 11/19/2020	14	N
DOE00010893; DOE00010895; DOE00010898	Florida National University	Florida National University, Inc. (Lourdes Andreu, Omar Sanchez, Frank Andreu, Maria C. Regueiro)	9/13/2019; 8/20/2020, updated 11/20/2020	31	N

Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00010901; DOE00010903	Florida SouthWestern State College, f/k/a Edison Junior College, Edison Community College, Edison College, Edison State College	Public	8/27/2020, updated 11/21/2020	23	N
DOE00010905; DOE00010910; DOE00010913	Florida State College at Jacksonville	Public	8/5/2019; 9/16/2020, updated 11/20/2020	29	N
DOE00010915; DOE00010917; DOE00010918	Florida State University	Public	9/23/2019; 9/21/2020, updated 11/20/2020	19	N
DOE00010919; DOE00010920; DOE00010924	Florida Technical College	Leeds IV Advisors, Inc.	8/28/2020, updated 11/22/2020	86	N
DOE00010928; DOE00010931; DOE00010935	Four-D College, a/k/a Four-D Career College	Four-D College (Linda L. Smith)	7/10/2019; 9/18/2020, updated 11/22/2020	123	N
DOE00010939	Franklin University	Private	11/12/2019	7	N
DOE00010940	Fremont College	Bechtel family; Fremont Private Investments	9/26/2019	10	N
DOE00010943; DOE00010944; DOE00010948	Full Sail University	Full Sail Recorders Inc. (TA Associates, Edward E. Haddock Jr. Trusts; Garry Jones Entities; James W. Heavener Entities & Trusts; Jonathon D. Phelps Entities & Trusts)	5/14/2020, updated 11/20/2020	561	N
DOE00010952; DOE00010953; DOE00010954; DOE00010956	Galen Health Institutes a/k/a Galen College of Nursing	Two different listed: Isleworth Partners, Inc., acquired by HCA Healthcare in 2020 (-10952); Galen College of California, Inc./Galen College of Medical and Dental Assistants/Clara B. Esquivel (-10953)	8/24/2020, updated 11/19/2020 and 11/23/2020	17	N
DOE00010957; DOE00010958; DOE00010963	Galiano Career Academy	Anthony Galiano	9/6/2020, updated 11/23/2020	42	N

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DOE00010967; DOE00010968	Gateway Electronics Institute	Unknown	8/28/2020, updated 11/20/2020	7	N
DOE00010969; DOE00010970	General Communications	Victor Berlin, Janice Berlin, Irv Monsein	8/28/2020, updated 11/20/2020	6	N
DOE00010971; DOE00010972	Genesis Career College	Genesis Career College; Genesis Career Group, Inc.; Richard J. Bundy	8/26/2020, updated 11/22/2020	11	N
DOE00010973; DOE00010976; DOE00010978	George Mason University	Public	9/6/2019; 8/24/2020, updated 11/22/2020	17	N
DOE00010980	George Washington University	Private	10/16/2019	11	N
DOE00010983	Georgia Beauty Academy	Unknown	10/30/2019	13	N
DOE00010985; DOE00010986; DOE00010987	Georgia Perimeter College	Private until merged with Georgia State University in 2016	10/31/2019; 9/16/2020, updated 11/20/2020	13	N
DOE00010988	Georgia Southern University	Public	11/6/2019	6	N
DOE00010990	Georgia State University	Public	10/30/2019	11	N
DOE00010993	Glendale Career College	Glendale Career Schools, Inc. (formerly a division of Landmark Education Services, Inc.; in 2008 sold to Success Education Colleges)	9/4/2019	9	N
DOE00009642	Globe University, Minnesota School of Business	Myrhe family	8/19/2020	2,500	Y - Criminal justice program
DOE00010996	Goodwin College, f/k/a Data Institute	Mark Scheinberg	9/27/2019	11	N
DOE00010998; DOE00010999; DOE00011000; DOE00011001; DOE00011003	Governors State University	Public	9/10/2020, updated 11/19/2020; 9/17/2020, updated 11/21/2020	10	N
DOE00011004	Grand Rapids Community College	Public	12/2/2019	6	N
DOE00011006	Grantham University	Grantham Education Corp.	9/3/2019	19	N
DOE00011009	Green Mountain College	Private (part of EcoLeague)	11/8/2019	7	N

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DOE00011011; DOE00011012; DOE00011013	Greenville Technical College	Public	10/29/2019; 9/17/2020, updated 11/20/2020	14	N
DOE00011014; DOE00011015	Griffin College	Gerald C. Phillips	9/1/2020, updated 11/23/2020	11	N
DOE00011016; DOE00011017	Guilford Technical Community College	Public	9/18/2020, updated 11/23/2020	10	N
DOE00011018	GUTI The Premier Beauty and Wellness Academy	Private	12/15/2019	6	N
DOE00011020; DOE00011021	Hair Fashions by Kaye Beauty College	Kaye Maxwell	9/17/2020, updated 11/22/2020	18	N
DOE00011022	Hallmark Institute of Photography	Premier Education Group (bought from bank in 2009 after previous owner, George J. Rosa III, defaulted)	8/19/2019	16	N
DOE00011028; DOE00011029	Hallmark University, Hallmark College of Aeronautics	Hallmark University, Inc.	9/17/2020, updated 11/22/2020	16	N
DOE00011026	Hallmark University, Hallmark Institute of Technology, Hallmark College	Premier Education Group	11/12/2019	12	N
DOE00011030; DOE00011033	Hamilton College	Iowa College Acquisition LLC	9/1/2020, updated 11/20/2020	22	N
DOE00011036; DOE00011038; DOE00011039	Harrisburg Area Community College	Public	11/6/2019; 9/17/2020, updated 11/19/2020	15	N
DOE00011040; DOE00011041; DOE00011046	Harrison Career Institute	Harrison Career Institute, Inc.	4/29/2020, updated 11/20/2020	74	N
DOE00011052; DOE00011059	Harrison College	Educational Management Corp. (purchased 1986)	6/11/2020, updated 11/20/2020	323	N
DOE00011065; DOE00011066	Hausman Computer Associates School of Computer Programming	Private	9/8/2020, updated 11/20/2020	3	N

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DOE00010553; DOE00011067; DOE00011069	Hawaii Business College	National Career College, Inc. (Allen Mirzaei, Jeff Hirsra, Kamaledin Tabatabai)	9/3/2020, updated 11/20/2020	13	N
DOE00011071; DOE00011072	Heald Business College	Heald (sold to Corinthian in 2010 but these apps pre-date Corinthian ownership)	8/27/2020, updated 12/2/2020	14	N
DOE00011073; DOE00011074	Healthy Hair Academy	Ronny J's Hair Inc. (Abdu R. Ali)	9/17/2020, updated 11/22/2020	20	N
DOE00011075	Henry Ford College	Public	10/22/2019	10	N
DOE00011077; DOE00011086	Heritage College; Heritage Institute	Weston Educational, Inc. (Earl Weston)	4/29/2020, updated 11/23/2020	666	N
DOE00011095; DOE00011098	Herzing University	Herzing, Inc. in GA, MN, AL; Herzing Educational Foundation, Ltd. In WI	9/8/2020, updated 11/23/2020	93	N
DOE00011101	Hickey College	Bradford Schools, Inc.	11/6/2019	7	N
DOE00009519; DOE00009521	High-Tech Institute, Anthem Career College, Anthem College, Anthem College Online, Anthem Institute, Morrison University, Bryman School of AZ	Anthem Education Group, LLC	6/1/2020	1,508	Y - Cases in Minnesota
DOE00011102	Hillsborough Community College	Public	8/27/2019	10	N
DOE00011104; DOE00011105; DOE00011108	Hinds Community College	Public	9/17/2020, updated 11/20/2020	26	N
DOE00011111	Hiwassee College	Methodist Episcopal Church, South	12/12/2019	7	N
DOE00011113	Hodges University	Hodges University, Inc.	12/29/2019	6	N
DOE00011114	Hofstra University	Private	9/13/2019	14	N
DOE00011117	Hollywood Beauty College	Hollywood Beauty College, Inc.	10/9/2019	7	N
DOE00011120; DOE0001121	Hollywood Institute	Way Beyond Education LLC (owned in turn by NT Holdings, LLC -> Ryan Ross, LLC -> Neal R. Heller)	8/31/2020, updated 11/20/2020	18	N
DOE00011122	Hollywood Institute of Beauty Careers	Unknown	10/11/2019	11	N

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DOE00011126; DOE00011127; DOE00011129; DOE00011131; DOE00011134; DOE00011137	Houston Community College	Public	8/13/2019; 11/7/2019; 2/7/2020; 8/26/2020, updated 11/20/2020	35	N
DOE00011138; DOE00011141; DOE00011145	Howard University	Private	8/22/2019; 9/21/2020, updated 11/20/2020	61	N
DOE00011149	Hudson Valley Community College	Public	11/7/2019	6	N
DOE00011151	Huston-Tillotson University	Unspecified	10/30/2019	10	N
DOE00011153; DOE00011154; DOE00011156; DOE00011159	IBMC College	The Laub Corporation (Richard B. Laub, Colleen A. Laub)	11/15/2019; 9/22/2020, updated 11/22/2020	21	N
DOE00011162; DOE00011163; DOE00011173	ICDC College	International Career Development Center Inc. (Anna and Herman Berger)	5/14/2020, updated 11/22/2020	467	N
DOE00011184	Idaho State University	Public	11/12/2019	7	N
DOE00011186	Illinois Media School	Illinois Media School	1/17/2020	6	N
DOE00011187	Illinois State University	Public	10/31/2019	9	N
DOE00011189; DOE00011190; DOE00011193; DOE00011196	Indiana Institute of Technology	Indiana Institute of Technology	9/7/2019; 9/17/2020, updated 11/29/2020	22	Y - Applications relating to Indiana Tech Law School
DOE00011199	Indiana University	Public	9/26/2019	16	N
DOE00011201; DOE00011202	Indiana Wesleyan University	Private	8/24/2020, updated 11/19/2020	13	N

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DOE00011203; DOE00011207	Institute for Business & Technology; National Career Education; Lamson Institute	Since Dec. 2004: Institute for Business & Technology, Inc. -> Mikhail Education Corp. -> Mikhail Family Partnership (Peter Mikhail & Sally M. Bemis); from June 1985-Dec. 2004 was owned by National Career Education, a subsidiary of Delta Career Education Corp.	9/10/2020, updated 11/20/2020	33	N
DOE00011210	Institute for Health Education	Private	1/23/2020	13	N
DOE00011212; DOE00011213; DOE00011215	Institute of Production and Recording (The)	The Institute of Production and Recording, Inc.	8/20/2020, updated 11/20/2020	6	N
DOE00011217; DOE00011221	Institute of Technology	Select Education Group -> National Holistic Institute (Timothy Veitzer, Mason Myers)	9/17/2020, updated 11/20/2020	80	N
DOE00011225; DOE00011229	IntelliTec College	DVMD, LLC (David G. Vice; MDDV, Inc. [David G. Vice, Michael Dourgarian])	8/26/2020, updated 11/22/2020	24	N
DOE00011183	Interactive College of Technology	Elmer Smith	11/14/2019	9	N
DOE00011232; DOE00011233	InterAmerican University of Puerto Rico	Private	8/27/2020, updated 11/22/2020	15	N
DOE00011234; DOE00011241	Intercoast College	Intercoast Colleges	8/5/2020, updated 11/20/2020	83	N
DOE00011247; DOE00011248	International Aviation & Travel Academy	KD Schools, Inc. (Kenneth D. Woods)	8/31/2020, updated 11/19/2020	14	N
DOE00011249	International Business College	Bradford Schools, Inc.	4/13/2020	36	N
DOE00011253	International School of Health, Beauty and Technology	International School of Health, Beauty and Technology	10/22/2019	13	N
DOE00011254; DOE00011255; DOE00011259	Iverson Institute, a/k/a Iverson Business School and Court Reporting	Silicon Valley, Inc. (Akber Mithani)	5/12/2020, updated 11/21/2020	19	N
DOE00011264; DOE00011266	Ivy Tech Community College of Indiana	Public	8/9/2019; 1/25/2020	79	N
DOE00011268; DOE00011270	Jackson State University	Public	6/27/2019; 11/7/2019	27	N



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DOE00011272; DOE00011274; DOE00011276; DOE00011277	Jacksonville Beauty Institute	Jacksonville Beauty Institute, Inc. (Misty L. Craig, Sonia Craig-Sutton)	9/11/2020, updated 11/18/2020; 9/23/2020, updated 11/20/2020	20	N
DOE00011278; DOE00011279	Jacksonville State University	Public	8/26/2020, updated 11/20/2020	10	N
DOE00011280	James Madison University	James Madison University	11/7/2019	7	N
DOE00011282	Jefferson Community and Technical College	Public	10/22/2019	9	N
DOE00011283; DOE00011284	Jersey College	SSS Education, Inc. (Greg Karzhevsky)	8/26/2020, updated 11/22/2020	9	N
DOE00011285; DOE00011288; DOE00011292	Johnson and Wales University	Private	6/21/2019; 9/9/2020, updated 11/22/2020	46	N
DOE00011296; DOE00011297; DOE00011299; DOE00011301	Johnson C Smith University	Private	11/12/2019; 8/24/2020, updated 11/20/2020	11	N
DOE00011302; DOE00011304; DOE00011306; DOE00011310	Jones College	Private	6/28/2019; 8/31/2020, updated 11/19/2020	41	N
DOE00011314; DOE00011319	Jones International University	Jones Knowledge, Inc. (Glenn Jones)	4/15/2020, 11/20/2020	103	N
DOE00011323; DOE00011325	Kansas State University	Public	9/19/2020, updated 11/20/2020	9	N
DOE00011326; DOE00011328; DOE00011329	Kean University	Public	10/25/2019; 8/28/2020, updated 11/20/2020	13	Y - Physician assistant masters' program

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DOE00009585; DOE00011330; DOE00011331; DOE00011341	Keller Graduate School of Management	DeVry Education Group Inc.; DeVry/New York Inc.; became Adtalem Global Education in 2017	4/24/2020	810	N
DOE00011351; DOE00011354; DOE00011357	Kelsey-Jenney College	Private	10/11/2019; 9/8/2020, updated 11/22/2020	29	N
DOE00011360; DOE00011361	Kendall College	Kendall College, LLC (Exeter Street Holdings, LLC)	9/10/2020, updated 11/22/2020	14	N
DOE00011362; DOE00011363; DOE00011364	Kennesaw State University	Public	9/23/2019; 9/18/2020, updated 11/20/2020	17	N
DOE00011368	Kent State University	Public	7/25/2019	31	N
DOE00011370	Kentucky State University	Public	10/18/2019	6	N
DOE00011372; DOE00011373	Key College	Independent Education Corp. (Ronald H. Dooley)	9/8/2020, updated 11/19/2020	11	N
DOE00011374; DOE00011376	King's College	King's College	8/30/2019; 10/31/2019	53	N
DOE00011379	Knoxville College	United Presbyterian Church	12/5/2019	6	N
DOE00011380; DOE00011381	Kurtztown University of Pennsylvania	Public	9/1/2020, updated 11/20/2020	10	N
DOE00011382; DOE00011384	LA College International	AmericanWay Education, LLC -> Prime II Investments, L.P. -> Diamond Ventures, LLC (Robert W. Hughes, Gregory Marchbanks)	8/27/2020, updated 11/20/2020	18	N
DOE00011388; DOE00011396	Lacy Cosmetology School	Lacy School of Cosmetology LLC (Ernest J. Lacy)	10/28/2020, updated 11/20/2020	49	Y - Applications relating to accreditation of Advanced Cosmetology program between 7/1/2009-6/30/2011
DOE00011404	Lake Lanier School of Massage; American Professional Institute; Woodruff Medical Training and Testing	Lake Lanier School of Massage	10/11/2019	6	N
DOE00011406	Lamar University	Public	11/8/2019	7	N

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DOE00011407; DOE00011409	Lane Community College	Public	8/26/2020, updated 11/20/2020	19	N
DOE00011410	Lansing Community College	Public	12/2/2019	7	N
DOE00011412	Laurus College	Laurus College, LLC	10/11/2019	12	N
DOE00011416; DOE00011419	Laurus Technical Institute, f/k/a ETI Careers Institute	Unspecified	8/27/2019; 11/4/2019	15	N
DOE00011421; DOE00011422; DOE00011426	Lawton School	Allied Education Corp. (Glenn Rodano)	9/30/2020, updated 11/22/2020	19 (mixed with other Lawton School)	N
DOE00011430; DOE00011431; DOE00011434	Lawton School for Medical and Dental Assistants	Private	9/21/2020, updated 11/22/2020	22 (mixed with other Lawton School)	N
DOE00011436; DOE00011438; DOE00011439	LeMoyne Owen College	Private	10/30/2019; 9/17/2020, updated 11/20/2020	12	N
DOE00011440	LeTourneau University	Joy Global Inc.	12/29/2019	6	N
DOE00011441; DOE00011442	Lewis University	Private	9/15/2020, updated 11/19/2020	12	N
DOE00011443; DOE00011447	Liberty University	Unspecified	4/27/2020, updated 11/20/2020	111	N
DOE00011452; DOE00011456	Life University	Private	8/7/2020, updated 11/23/2020	23	N
DOE00011459; DOE00011463	Lincoln College of New England	Lincoln Educational Services Corp.	10/31/2019	14	N
DOE00009649; DOE00009652	Lincoln Technical Institute	Lincoln Educational Services Corp.	7/15/2020	1,100	Y - Criminal justice and medical programs in MA, CT, NJ, OH from 2007-2013; electronics systems technician program in MD from 2007-2013
DOE00011464; DOE00011465	Lincoln University	Public	9/18/2020, updated 11/22/2020	14	N

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DOE00011466; DOE00011469; DOE00011471	Lindenwood University	Private	10/18/2019; 9/16/2020, updated 11/22/2020	16	N
DOE00012443	Living Arts College; School of Communication Arts of North Carolina	Roger Klietz	10/3/2019	11	N
DOE00011473; DOE00011474; DOE00011479	Lone Star College System	Public	8/28/2020, updated 11/19/2020	31	N
DOE00011484; DOE00011494; DOE00011496	Long Island University	Private	6/1/2018	32	N
DOE00011499	Lorain County Community College	Public	12/2/2019	7	N
DOE00011501	Los Angeles Film School (The)	Los Angeles Film Schools, LLC	8/6/2020 Updated 11/20/2020	46	N
DOE00011522	Madison Media Institute	New Media Arts Training Centers, Inc. -> American Higher Education Development Corp. -> Evergreen Acquisition Fund 1, L.P. -> AHED Ventures Ltd. -> Wafra InterVet Corp. -> Public Institution for Social Security	10/9/2019 9/17/2020	71	N
DOE00011564	Masters Institute	Les S. Nicholaeff	8/27/2020	30	N
DOE00011569	Masters of Cosmetology College	Masters of Cosmetology College, Inc. (Kaydean Geist)	9/2/2020	36	N
DOE00011571; DOE00011572; DOE00011575; DOE00011579	Mattia College	Professional Training Centers, Inc. (Antonia Mattia)	7/8/2019, 8/26/2020	58	N
DOE00011583; DOE00011584	MBTI Business Training Institute	WI: Jere Ervin, Masukazu Fukuda, Seiji Suzuki; PR: Barbara Alonso, Fidel Alonso, Paulette Alonso, Sharline Alonso	8/26/2020	11	N
DOE00009575; DOE00009576	McCann School of Business & Technology	Unspecified	Undated	Unspecified	Y - Medical lab technician program
DOE00011585; DOE00011586	MCI Institute of Technology	Medical Career Institute of South Florida (Thomas P. Kilianski)	9/3/2020	19	N

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DOE00011587	McLennan Community College	Public	11/6/2019	7	N
DOE00011588; DOE00011589	MDT College of Health Sciences	Mark Bykov	8/26/2020, updated 11/20/2020	11	N
DOE00011590	Medaille College	Institute of the Sisters of St. Joseph of the Diocese of Buffalo	12/2/2019	7	N
DOE00011591; DOE00011592; DOE00011595	Med-Life Institute	Med-Life Enterprise, Inc.	4/10/2020	9	N
DOE00005945	Medtech College; Gwinnett College (aka Medtech); Radians College	JTC Education Holdings, Inc.; JTC Education, Inc.; LTT Enterprise (purchased Gwinnett College - Atlanta campus on 4/12/2015)	5/14/2020 (approved but marked as draft)	471	Y - "Recommended Focus Areas" include a list of 6 campuses and programs in VA, GA, DC, and MD related to medical assistant and medical coding programs
DOE00011598	Memphis School of Barbering		12/10/2019	5	N
DOE00011600; DOE00011602	Mercer University	Private	9/16/2020	11	N
DOE00011603; DOE00011604; DOE00011606	Mercy College	Private	10/16/2019; 9/16/2020	28	N
DOE00011608	Meridian University	Jean Houston, Chancellor	10/15/2019	5	N
DOE00011610; DOE00011611	Mesa Community College	Public	8/24/2020	13	N
DOE00011612; DOE00011613; DOE00011615	Metropolitan College	Private ("run by" Wyandotte County Industrial Development Commission)	9/9/2020 (Updated 11/22/2020);	22	N
DOE00011618; DOE00011619	Metropolitan College of New York	Private	9/16/2020	11	N
DOE00011620; DOE00011621	Metropolitan Community College	Public	9/3/2020	12	N
DOE00011622	Metropolitan State University	Public	11/8/2019	7	N
DOE00011624; DOE00011626; DOE00011628	Metropolitan State University of Dencor	Public	9/17/2020; 10/15/2019	19	N

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DOE00011630; DOE00011632	Miami Dade College	Public	8/24/2020, updated 11/20/2020	22	N
DOE00009579	Miami Jacobs Career College	Unspecified	Undated	Unspecified	N
DOE00011634; DOE00011635	Miami Media School	M&S Media, Inc. (Robert Mills)	8/28/2020	10	N
DOE00011636; DOE00011637	Miami University	Public	8/24/2020	10	N
DOE00011638; DOE00011639	MIAT College of Technology	Michigan Institute of Aeronautics -> HCP Holdings, Inc. -> HCP Holdings, LLC -> Hispania Private Equity II, L.P.	9/17/2020	12	N
DOE00011640	Michigan Computer Institute	Michigan Computer Institute	2/3/2020	6	N
DOE00011641	Michigan State University	Public	8/28/2019	10	N
DOE00011643; DOE00011644; DOE00011648; DOE00011653	Micropower Career Institute	Micropower USA Corp.	11/1/2019	44	N
DOE00011658; DOE00011661; DOE00011663; DOE00011665	Mid-Continent University	Private	8/6/2019; 8/26/2020	36	N
DOE00011666; DOE00011668; DOE00011669	Middle Tennessee State University	Public	10/29/2019; 8/26/2020	19	N
DOE00011670; DOE00011672	Midland Career Institute	Tri-Lake Concepts, Inc.; Alan Frost and Anne Bracken	9/2/2020	9	N
DOE00011674; DOE00011675	Midlands Technical College	Public	9/3/2020	18	N
DOE00011676; DOE00011677	Midstate College	Robert D. Bunch & Meredith N. Bunch	9/16/2020	11	N
DOE00011678	Midwest Institute	Elizabeth Shreffler, Christine Shreffler	1/27/2020	7	N

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DOE00011680; DOE00011687; DOE00011690	Midwest Technical Institute; Delta Technical College	Midwest Technical Institute	10/7/2019; 9/11/2020	28	N
DOE00011693	Mildred Elley	Empire Education Corp. (DBA Mildred Elley) -> Faith Takes; Mildren Elley School, Inc. f/k/a Mesi Acquisition Corp.	8/16/2019	17	N
DOE00011696	Miles College	Miles College	11/4/2019	8	N
DOE00009580; DOE00009581	Miller-Motte Technical College	Unspecified	undated	unspecified	Y - Medical lab technician program
DOE00011698; DOE00011699	Minneapolis Community and Technical College	Public	8/28/2020	16	N
DOE00011700; DOE00011702	Minnesota State Community and Technical College	Public	8/27/2020	11	N
DOE00011703	Minnesota State University	Public	9/26/2019	8	N
DOE00011705	Missouri State University	Public	11/7/2019	7	Y - One applicant who submitted evidence
DOE00011707	Missouri Technical School	Missouri Technical School	9/25/2019	11	N
DOE00011712; DOE00011713; DOE00011718	Monroe College	Monroe College, Ltd.; Stephen J. Jerome & Marc Jerome	8/31/2020	44	N
DOE00011722; DOE00011724	Monroe Community College	Public	8/26/2020	19	N
DOE00011726; DOE00011727; DOE00011729; DOE00011731	Montclair State University	Public	8/27/2020; 10/10/19	23	N
DOE00011735; DOE00011736	Morgan State University	Public	8/24/2020 (updated 11/22/2020)	20	N
DOE00011737; DOE00011738; DOE00011746	Morris Brown College	Private (affiliated with African Methodist Episcopal Church)	7/30/2020	119	N
DOE00011753	Mount Hood Community College	Public	12/3/2019	6	N
DOE00011755	Mount Ida College	Private	8/15/2019	29	N
DOE00011758; DOE00011759	Mount Saint Mary's University	Private	8/27/2020	11	N



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DOE00011760; DOE00011766	Mountain State University	Private	5/14/2020	225	N
DOE00011771	MSTA Business College	Private	12/3/2019	5	N
DOE00011772; DOE00011776; DOE00011779	Mt. Sierra College	Mt. Sierra College, Inc.; Hengda USA Education Corp.; Heijing Hengda Investment Co., Ltd.; Li Jianyou; Xubeng Tang; Wellsland, LLC	9/4/2020; 10/16/2019	32	N
DOE00011782; DOE00011783; DOE00011786; DOE00011789	MTA School; Resident School	Unidentified	10/11/2019; 9/3/2020	29	N
DOE00011791; DOE00011792	MTI Business College	Steven J. Brenner; MTI Business College of Stockton, Inc.	8/26/2020	13	N
DOE00011794; DOE00011795	MTI Business School	Proprietary	9/3/2020	10	N
DOE00011793	MTI College	Private	12/3/2019	5	N
DOE00011796	MTI College of Business and Technology	Unknown	10/28/2019	14	N
DOE00011797; DOE00011798; DOE00011799	Musicians Institute; Guitar Craft Academy	Hisatake Shibuya	12/20/2019; 9/16/2020	14	N
DOE00011800; DOE00011801; DOE00011804; DOE00011807	MyComputerCareer.com	James A. Galati	9/17/2020	21	N
DOE00011809; DOE00011811; DOE00011812	Nashville Auto Diesel College (NADC)	Purchased by Lincoln College of Technology after closure (Nashville Acquisition, LLC -> Lincoln Technical Institute, Inc. -> Back to School Acquisition, L.L.C. & Lincoln Educational Services Corp.)	10/16/2019; 8/27/2020	18	N
DOE00011813; DOE00011814	Nassau Community College	Public	8/27/2020	11	N
DOE00011815; DOE00011818; DOE00011820	National Academy of Beauty Arts	Gary Schaefer, Stephen Witte; Beauty Unlimited dba National Acad.; NABA Holding, Inc.	9/21/2020	38	N
DOE00011822	National Aviation Academy	Mac Elliott	1/23/2020	6	N

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DOE00011823	National College; National College of Business & Technology; National Business College; American National University	National College of Business and Technology Inc.	12/3/2019	19	N
DOE00011824; DOE00011825	National Education Center-Bauder College Campus	National Education Corporation	8/28/2020	11	N
DOE00011826; DOE00011827	National Education Center-Bryman Campus	National Education Corporation	9/1/2020	11	N
DOE00011828	National Education Center-Kee Business College Campus	Corinthian Colleges, Inc.	1/27/2020	5	N
DOE00011829; DOE00011830	National Education Center-National Institute of Technology Campus	Harcourt General	8/26/2020	12	N
DOE00011831	National Paralegal College	Avi Katz	10/11/2019	5	N
DOE00011834; DOE00011835; DOE00011836	National Polytechnic College	National Polytechnic College Inc. (Dariush "David" Maddahi)	9/15/2020	16	N
DOE00011837; DOE00011838	National Technical Schools	Unknown	8/31/2020	12	N
DOE00011839; DOE00011840; DOE00011842	National Training Systems	National Training Systems, Inc.	9/2/2020	2	N
DOE00011844	National University College (NUC)	Unknown	11/12/2019	10	N
DOE00011846	Navarro College	Public	10/21/2019	12	N
DOE00011848	New Castle School of Trades	EFC Trade, INC.	11/13/2019	6	N
DOE00011849; DOE00011850	New College of California	Private	8/26/2020	17	N
DOE00011851; DOE00011852	New England College	Private	8/24/2020	10	N
DOE00011853; DOE00011854; DOE00011857	New England Institute of Technology	Private	9/16/2020	22	N
DOE00011860	New England Tractor Trailer Training School of Connecticut	Unknown	11/12/2019	13	N
DOE00011862	New Jersey City University	Public	11/5/2019	7	N
DOE00011864	New Life Business Institute	New Life Business Institute	9/23/2019	11	N
DOE00011895	New School of Design and Architecture	Ambow NSAD, Inc.	11/7/2019	7	N
DOE00011868; DOE00011870	New Wave Hair Academy	H.D. Adcock & Associates	9/3/2020	22	N

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DOE00011872	New York Automotive and Diesel Institute	Unknown	12/20/2019	6	N
DOE00011873; DOE00011874; DOE00011876; DOE00011879	New York Institute of Technology (Central Islip location closed); Ellis College (closed)	NYIT (non-profit); Ellis College (for-profit created in partnership between NYIT and Cardean Learning Group, which was subsequently purchased by Capital Education)	8/8/2019	29	N
DOE00011882; DOE00011883; DOE00011886	New York University	Private	9/9/2020	28	N
DOE00011889; DOE00011890; DOE00011893	Newbury College	Private	9/2/2020	26	N
DOE00011896; DOE00011897; DOE00011899	Norfolk State University	Public	8/31/2020	22	N
DOE00011901; DOE00011902	North American Trade Schools	EFC Trade, Inc. -> IV Educational Enterprises Inc. -> North American Trade Schools Inc. -> Wesley J. Henry, Rex D. Spalding, Henry Equity Trust, Crystal Henry, Christopher Henry	8/28/2020	10	N
DOE00011903; DOE00011905; DOE00011906	North Carolina Agricultural & Technical State University	Public	10/22/2019	8	N
DOE00011907	North Carolina Wesleyan College	United Methodist Church	12/4/2019	7	N
DOE00011908; DOE00011909; DOE00011911	Northcentral University	Innova Management Group, Inc.	9/9/2020	55	N
DOE00011913; DOE00011914; DOE00011915	Northeastern University	Private	8/26/2020	11	N
DOE00011916	Northern Arizona University	Public	11/7/2019	7	N
DOE00011918	Northern Illinois University	Public	11/8/19 (approved)	6	N

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DOE00011919	Northern Virginia Community College	Public	11/5/2019	9	N
DOE00011921	Northwest Career College		12/5/2019 (approved)	7	N
DOE00011922	North-West College	North-West College, Inc.	8/6/2019 (reviewed)	25	N
DOE00011924; DOE00011925; DOE00011928; DOE00011931	Northwestern College (some campuses closed); Northwestern Business College (closed)	Northwestern College, Inc.; Lancelot, Inc.; Lawrence Shumacher	7/25/19 (approved)	23	N
DOE00011933	Northwestern State University	Public	10/18/19 (approved)	6	N
DOE00011934	Northwood University (some campuses closed)	Private	11/1/2019	9	N
DOE00011936	Notre Dame of Maryland University	School Sisters of Notre Dame	11/8/2019	7	N
DOE00011938; DOE00011940; DOE00011945; DOE00011950	Nova Southeastern University	Private	11/14/2019 (approved)	53	N
DOE00011951	Ohio Christian University	Ohio Christian University	11/7/2019	6	N
DOE00011953	Ohio Media School	Ohio Center for Broadcasting	9/24/2019	14	N
DOE00011960; DOE00011961	Ohio Technical College	M L Brenner Living Trust	9/17/2020	11	N
DOE00011962	Ohio University	Public	11/8/2019	6	N
DOE00011964	Oklahoma Health Academy	Unknown	11/12/2019	7	N

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DOE00011965	Old Dominion University	Public	10/17/2019	7	N
DOE00011966; DOE00011967; DOE00011969	Olympian Academy of Cosmetology; I.T.S. Academy of Beauty; Hair Benders Academy; Olympus Beauty Academy	Olympus, Inc. (Gerald D. Johnson)	11/4/2019; 8/24/2020	16	N
DOE00011971	Omnitech Institute	Charlton Carlos Lester	11/4/2019	9	N
DOE00011973; DOE00011974; DOE00011977	Orion College	National Institute for Medical Assistant Advancement, Inc.; Allied Health Online, Inc.	8/31/2020	24	N
DOE00011980	Ottawa University	Private	11/7/2019	7	N
DOE00011981; DOE00011982; DOE00011984; DOE00011989	Owens Community College	Public	9/1/2020	15	N
DOE00011994; DOE00011998; DOE00012000	Pace University	Private	8/27/2020	17	N
DOE00012002	Pacific College of Oriental Medicine	Private	11/12/2019	7	N
DOE00012003; DOE00012005; DOE00012007	Pacific Travel Trade School	Private	9/16/2020	33	N
DOE00012009; DOE00012010	Paine College	Affiliated with United Methodist Church	8/27/2020	11	N
DOE00012011	Park University	Private	2/25/2020	6	N
DOE00012012; DOE00012018; DOE00012021	Park West Barber School	Park West Barber School, LLC	9/21/2020	27	N
DOE00012024	Parkland College	Public	11/13/2019	6	N
DOE00012026; DOE00012026	Paul Mitchell The School	John Paul Mitchell Systems	10/17/2019	7	N
DOE00012027; DOE00012028	PCI College	Professional Career Institute Inc. (Ray N. Khan, Amber R. Khan)	9/1/2020	13	N
DOE00012029; DOE00012030	PCI Health Training Center	Prince Careers, Inc. (Rhonda G. White)	8/25/2020	19	N
DOE00012031; DOE00012033	Penn Ohio College	Private	8/18/2020	2	N
DOE00012035	Pennco Tech	Pennco Tech Institutes	7/12/2019	26	N

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DOE00012038; DOE00012039; DOE00012040	Pennsylvania Institute of Technology	Pennsylvania Institute of Technology, Inc.	8/27/2020	15	N
DOE00012041; DOE00012042	Pennsylvania School of Business	Information Computer Systems -> Interboro Holding, Inc. -> EVCI Career Colleges Holding Corp.	8/26/2020	18	N
DOE00012043; DOE00012044; DOE00012048	Pennsylvania State University	Public	9/17/2020	45	N
DOE00012052; DOE00012053; DOE00012055	Performance Training Institute	RSTM, LLC -> Barth Educational Investments (Robert K. Barth, Suzanne C. Barth, Robert T. Barth, Marissa P. Barth)	8/6/2020	26	N
DOE00012057; DOE00012058; DOE00012063	Phillips Junior College	Gerald C. Phillips	10/16/2020	32	N
DOE00012068	Phoenix College	Public	8/28/2019	16	N
DOE00012071	Pima Community College	Public	11/12/2019	5	N
DOE00012075; DOE00012080	Pima Medical Institute	Vocational Training Institute, Inc.; The Luebke Revocable Trust, UA; Pima Medical Institute Employee Stock Ownership Trust	5/13/2020	114	N
DOE00012087; DOE00012089	Pinnacle Career Institute	Manufacturer's Technical Institute, Inc.	8/25/2020	34	N
DOE00012091	Pinnacle College	Unknown	11/7/2019	10	N
DOE00012093	Pioneer Pacific College	Private	11/4/2019	8	N
DOE00012095; DOE00012097; DOE00012099	Pittsburgh Technical College	Center for Excellence in Education	11/12/2019; 8/26/2020; 11/23/2020	39	N
DOE00012101	Platt College	Caltius Equity Partners III, LP	11/4/2019	37	N
DOE00012104	Platt College (no relation)	Stvt-Aai Education Inc.	11/4/2019	39	N
DOE00012106	Platt College-San Diego	Robert Leiker	11/4/2019	5	N
DOE00012107	Point Park University	Private	10/30/2019	4	N
DOE00012109	Point University (fka Atlanta Christian College)	Non-profit Christian College	11/7/2019	6	N

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DOE00012110	Porter and Chester Institute	The Porter and Chester Inst., Inc. (WL Brown, Henry J. Kamerzel, John D. Mashia)	11/12/2019	9	N
DOE00012111; DOE00012112; DOE00012113	Portland Community College	Public	8/31/2020; 9/20/2019	16	N
DOE00012116	Portland State University	Public	11/4/2019	9	N
DOE00012119; DOE00012120; DOE00012125	Post University	Post University, Inc.; Post Education, Inc.; Generation Capital Partners II L.P.	8/25/2020	59	N
DOE00012130; DOE00012131	Prarie View Agricultural & Mechanical University	Public	8/28/2020	18	N
DOE00012132	Prescott College	Prescott College, Inc.	2/10/2020	7	N
DOE00012133	Prince Institute-Southeast	Prince Institute of Professional Studies, Inc.	1/28/2020	5	N
DOE00012134; DOE00012135; DOE00012138; DOE00012142	Prism Career Institute	Prism Education Group, Inc.; PrisMed of South Jersey, Inc.; PJA School, Inc.	9/17/2020	50	N
DOE00012146	Professional Business School	Unknown	11/12/2019	8	N
DOE00012147	Professional Career Centers	Unknown	1/27/2020	7	N
DOE00012149	Professional Career Institute	Professional Career Institute	1/27/2020	10	N
DOE00012150; DOE00012156; DOE00012157	Professional Hands Institute	Professional Hands Institute, Inc. (Caridad Triana)	8/31/2020	12	N
DOE00012158	Prospect College	Unknown	11/12/2019	7	N
DOE00012159; DOE00012160; DOE00012161	Provo College	Unitek College Utah, LLC -> Unitek College Holding Co., LLC -> Unitek Learning, Inc. -> HealthEd, Inc. -> HealthEd Intermediate Holdings, Inc. -> HealthEd Holdings, LLC -> Cressey and Company Fund IV, LP	10/30/2019	6	N
DOE00012162; DOE00012168	PSI Institute	Programming & Systems, Inc.	4/08/2020 (initial); 9/25/2020 (final)	54	N
DOE00012174; DOE00012176	PTC Career Institute	Richard & Rimona Friedberg	9/18/2020	10	N



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DOE00012177; DOE00012178	Purdue University	Public	8/26/2020	11	N
DOE00012179; DOE00012181; DOE00012184	Quest College; College Beauty Health and Wellness Center	Quest College, Inc. (Jeanne C. Martin)	9/18/2019 (approved)	7	N
DOE00012186	Quincy College (nursing program temporarily closed)	City of Quincy	9/23/19 (approved)	10	N
DOE00012189	Radians College (closed; see also DOE00005945)	Radians College, LLC -> JTC Education, Inc.	7/25/19 (approved)	23	N
DOE00012191; DOE00012192; DOE00012193; DOE00012199	Rasmussen College	Rasmussen, Inc.; Rasmussen Colleges, Inc.	5/6/20 (approved)	128	N
DOE00012206; DOE00012207; DOE00012218	Regency Beauty Institute (closed)	Lyanna, Inc.; Regency Corp. (includes partnerships of Prairie Capital III, L.P. and LLR Equity Partners, L.P.)	4/2/20 (approved)	338	N
DOE00012229; DOE00012230; DOE00012231	Regent University (closed)	CBN University (faith-based private school started by Pat Robertson)	8/27/20 (approved)	13	N
DOE00012233; DOE00012235	Regina's College of Beauty	Regina's College of Beauty, Inc.	8/27/2020	26	N
DOE00012237; DOE00012239; DOE00012241	Regis University	Private	8/27/20 (approved)	17	N
DOE00012242; DOE00012245; DOE00012259	Remington College (some campuses closed); Education America	Since 2011: BCL, Inc. (Jerald M. Barnett); before 2011: Education America (Jerald M. Barnett & Jack W. Forrest)	12/6/19 (approved)	493	N
DOE00012273; DOE00012274; DOE00012277; DOE00012282; DOE00012284	Ridley-Lowell Business & Technical Institute (closed); Ridley-Lowell School of Business (closed)	Wilfred T. & Norma Weymouth	9/21/2020	66 (Business & Technical Institute)  12 (School of Business)	N
DOE00012285; DOE00012288; DOE00012291	Rio Salado Community College (2 campuses closed in 2019 due to low enrollement numbers)	Public	9/18/2020	24	N

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DOE00012292	Riverside School of Aeronautics (closed)	Private	12/18/19 (approved)	6	N
DOE00012294; DOE00012295; DOE00012300	Robert Fiance Beauty School; Robert Fiance Hair Design Institute (closed); Robert Fiance Institute of Florida (closed)	Reignbow Beauty Academy, Inc. (Paul Ferrara); Robert Fiance Beauty Schools (Paul Ferrara); GBR, Inc. (Paul Ferrara)	8/25/20 (approved)	24	N
DOE00012305; DOE00012306; DOE00012312	Robert Morris University Illinois (as of 2020, merged into Roosevelt University) (Springfield campus closed)	Private	9/22/20 (approved)	60	N
DOE00012318	Rochester Institute of Technology		11/4/2019	7	N
DOE00012320; DOE00012322; DOE00012324	Rocky Mountain College of Art & Design	Rocky Mountain College, LLC -> Rocky Mountain School of Art, Inc. -> Phelps Education West III, LLC (Jonathan D. Phelps); Haddock Education IV LLC (Edward E. Haddock Jr. Family Trusts); Heavener Co. Education West III, LLC (James W. Heavener)	8/27/2020	10	N
DOE00012325	Ross Medical Education Center (12 campus closures from 1992 - 2009)	Ross Education, LLC	11/14/2019	14	N
DOE00012326; DOE00012327; DOE00012331	Ross University School of Medicine	Acquired by DeVry in 2003; DeVry acquired by Adtalem Global Education; Adtalem acquired by Cogswell Education, LLC in 2018	9/24/20 (approval)	28	N
DOE00012335; DOE00012337	Ross University School of Veterinary Medicine	Acquired by DeVry in 2003; DeVry acquired by Adtalem Global Education; Adtalem acquired by Cogswell Education, LLC in 2018	9/10/20 (approval)	9	N
DOE00012339	Rowan University	Public	11/4/2019	5	N
DOE00012340	Royal Beauty Careers (closed)	Noorrudin (Nick) Mithani	9/19/19 (approval)	8	N
DOE00012343; DOE00012344; DOE00012348	Rutgers, the State University of New Jersey	Public	8/26/2020	38	N
DOE00012352	SAE Expression College (f/k/a Expression College for Digital Arts)	Navitas Group	10/30/2019	23	N
DOE00012355	SAE Institute of Technology Los Angeles	Private	10/16/2019	10	N
DOE00012356	Sage College	Private	7/23/2019	5	N

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DOE00012358	Saint Augustine's University	Private	10/10/2019	13	N
DOE00012361	Saint John's University	Congregation of the Mission (Vincentian Fathers)	11/7/2019	11	N
DOE00012363	Saint Joseph's College	Private	10/1/2019	7	N
DOE00012367; DOE00012369; DOE00012373	Saint Leo University	Private	9/1/2020	30	N
DOE00012377; DOE00012378; DOE00012379	Saint Louis College of Health Careers	Rush L. Robinson, Steven N. Barsam	8/25/2020	12	N
DOE00012380; DOE00012381	Saint Paul's College	Private	8/26/2020	18	N
DOE00012382	Saint Xavier University	Sisters of Mercy	11/6/2019	6	N
DOE00012384; DOE00012385	Salt Lake Community College	Public	9/17/2020	11	N
DOE00012386	Sam Houston State University	Public	10/29/2019	11	N
DOE00012388	San Diego College; Career College of San Diego	Private	10/10/2019	9	N
DOE00012390	San Diego State University	Public	10/17/2019	6	N
DOE00012392	San Francisco State University	Public	10/21/2019	10	N
DOE00012395; DOE00012396; DOE00012399; DOE00012401; DOE00012407	San Joaquin Valley College	San Joaquin Valley College, Inc. (Shirley Perry, Kristopher Perry, Mark Perry, Michael Perry, Robert Perry, Stephanie Perry, Aaron Perry, Alyssa Perry, Joshua Perry)	8/31/2020	145	N
DOE00012413; DOE00012415; DOE00012416	San Jose State University	Public	8/27/2020	16	N
DOE00012417	Santa Barbara Business College	Private	7/27/2019	20	N
DOE00012427; DOE00012428	Savannah River College (closed)	Dennis Kerr Enterprises Inc. (Dennis C. Kerr)	8/31/2020	17	N
DOE00012429; DOE00012430; DOE00012433	Sawyer College (closed)	CollegeAmerica, Inc. (Carl B. Barney)	9/3/2020	26	N

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DOE00012436	Saybrook College	Private (part of TCS Education System)	9/19/2020	12	Y - Cases alleging misrepresentations of APA accreditation; schools/programs affiliated with TCS Education System
DOE00012441; DOE00012442	Saybrook University	Private	8/31/2020	15	N
DOE00012448	School of Visual Arts	School of Visual Arts, LLC	12/20/2019	7	N
DOE00012452; DOE00012454; DOE00012455	Seminole State College of Florida	Public	10/15/2019; 9/16/2020	13	N
DOE00012450	Seton Hall University	Roman Catholic Church	11/5/2019	8	N
DOE00012456	Shaw University	North Carolina Baptist Convention	10/22/2019	9	N
DOE00012458	Shirley Baker Career Institute	Shirley Baker	11/8/2019	6	N
DOE00012459	Siena Heights University	Adrian Dominican Sisters	11/6/2019	6	N
DOE00012460	Sinclair Community College	Public	10/10/2019	4	N
DOE00012462	Skyline College (closed)	ECPI (former)	11/12/2019	8	N
DOE00012463; DOE00012464; DOE00012468; DOE00012472	Sojourner-Douglass College (Closed)	Private	9/17/2020; 8/8/2019	77	N
DOE00012475	South Carolina State University	Public	11/4/2019	7	N
DOE00012477; DOE00012478	South Coast College	Whitley College	1/15/2020	15	N
DOE00012480	South College	Stephen A. Smith	10/18/2019	16	N
DOE00012481; DOE00012485	South Texas Vocational Technical Institute	STVT-Aai Education Inc. -> Ancora Intermediate Holdings, LLC; RG Educational Services, Inc. -> Ray Garcia & Hilario Rincones	9/17/2020	26	N
DOE00012488	Southeast Community College	Public	1/2/2020	6	N
DOE00012490; DOE00012492	Southeast Missouri State University	Public	9/10/2020	12	N
DOE00012494	Southeastern Academy	Unknown	10/30/2019	9	N
DOE00012497; DOE00012501	Southeastern College	Bar Education, Inc.	9/2/2020	64	N
DOE00012506	Southeastern Louisiana University	Public	9/20/2019	11	N

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DOE00012508	Southeastern University	Private	10/10/2019	3	N
DOE00012511; DOE00012512; DOE00012514	Southern California Health Institute	OPPT Career Schools, Inc. (Marina Isounts)	8/6/2020	8	N
DOE00012516; DOE00012517; DOE00012521; DOE00012523; DOE00012527	Southern Careers Institute	Endeavour Capital Fund V, L.P.	9/21/2020; 6/24/2019	56	N
DOE00012529	Southern College	David L. Peoples	1/2/2020	10	N
DOE00012505	Southern Connecticut University	Stanley Battle and Joe Bertolino	11/5/2019	7	N
DOE00012531	Southern Illinois University	Public	9/26/2019	26	N
DOE00012533; DOE00012534; DOE00012539; DOE00012544	Southern New Hampshire University	Private	9/29/2020; 7/25/2019	72	N
DOE00012546; DOE00012547; DOE00012548; DOE00012552	Southern Technical College	Southern Technical Institute, LLC	10/21/2019; 8/18/2020	120	N
DOE00012556	Southern University and Agricultural & Mechanical College at Baton Rouge	Southern University System	2/24/2020	19	N

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DOE00012558	Southwest Acupuncture College	Human Capital Inc.	1/2/2020	10	N
DOE00012560	Southwest University	Private	10/11/2019	5	N
DOE00012562; DOE00012563	Southwest University at El Paso	Benjamin Arriola Jr. Special Trust No. 1; Christopher Arriola Special Trust No. 1; Quilley Learning Centers, Inc.	9/16/2020	10	N
DOE00012564; DOE00012565; DOE00012568; DOE00012571	Southwest University of Visual Arts	The Art Center	9/23/2019	37	N
DOE00012573	Spalding University	Tori Murden	11/5/2019	6	N
DOE00012574; DOE00012576	Spartan College of Aeronautics and Technology	Spartan Education Industries, Inc.	8/28/2019	103	N
DOE00012584	Spees Howard School of Media Arts	Private	12/16/2019	6	N
DOE00012586	Spokane Community College	Public	8/26/2020	12	N
DOE00012587; DOE00012589	Springfield College	Private	12/9/2019	18	N
DOE00012592	St. Catharine College (closed)	Private	8/3/2020	24	N
DOE00012594	St. Cloud State University	Public	11/4/2019	6	N

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DOE00012596	St. Petersburg College	Public	7/29/2019	24	N
DOE00012598	Star Technical Institute (closed)	Star Technical Institute Career Group	8/15/2019	23	N
DOE00012601; DOE00012602; DOE00012607	Stark State College	Public	8/26/2020	21	N
DOE00012611	State College of Florida, Manatee-Sarasota	Public	8/26/2020	15	N
DOE00012613	State University of New York at Albany	Public	9/17/2020	15	N
DOE00012689	State University of New York at Albany	Public	11/3/20 (approved)	23	N
DOE00012614; DOE00012616	State University of New York at Buffalo	Public	8/27/2020	12	N
DOE00012617; DOE00012623	Stautzenberger College	American Higher Education Development	8/27/2019	18	N
DOE00012626	StenoTech Career Institute	Private	12/16/2019	6	N
DOE00012628; DOE00012629	Stenotype Institute of Jacksonville	Stenotype Institute of Jacksonville, Inc. (Gloria Wiley)	9/1/2020	66	N
DOE00012639; DOE00012642	Stillman College	Cynthia Warrick, Private	9/21/2020	14	N
DOE00012644	Stone Academy	Career Training Specialists, LLC (Mark E. Scheinberg & Joseph Bierbaum)	8/27/2020	15	N
DOE00012649; DOE00012653; DOE00012655; DOE00012656	Stratford University (some campus closures)	Stratford University, Inc. (Mary Shurtz, Richard Shurtz Sr., Richard Shurtz II, Barbara Snyder)	9/21/20 (approval)	44	N
DOE00012658; DOE00012664	Strayer University; Strayer Business College (closed)	Strategic Education, Inc.	11/22/20 (updated approval)	550	N
DOE00012669; DOE00012673	Suburban Technical School (closed)	Premier Education Group, L.P. (Robert B. Bast; Elizabeth Brennan Trust)	8/27/2020	24	N
DOE00012677	Suffolk University	N/A	8/27/2020	11	N
DOE00012678; DOE00012679; DOE00012683	Summit College	Summit Career College, Inc. (Jay A. Murvine; James Hall; Esther Abrahams)	9/21/20 (approved)	35	N
DOE00012686	Sumner College	Cascade Education, LLC	8/27/2020	9	N
DOE00012691	SUNY Broome Community College	Public	1/2/20 (approved)	6	N



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DOE00012693; DOE00012696	SUNY Buffalo	Public	9/1/2020	10	N
DOE00012698	SUNY Empire State College	Public	8/26/20 (approved)	13	N
DOE00012699; DOE00012700; DOE00012705	Superior Training Services (closed)	N/A	9/1/20 (approved)	40	N
DOE00012709; DOE00012712	Tarrant County College	Public	9/6/2019; 11/7/2019	15	N
DOE00012715	Taylor Business Institute	Level 1: Pan Ethnic International, Inc.; Level 2: Janice C Parker	9/3/2020	22	N
DOE00012717	Teachers College, Columbia University	Private, Not for Profit	9/17/2020	10	N
DOE00012721	Tennessee Academy of Cosmetology (closed)	Level 1: Vanede, LLC; Level 2: GLC Solutions, LLC	9/15/2020	24	N
DOE00012724; DOE00012728	Tennessee State University	Public	9/10/2020	21	N
DOE00012730; DOE00012734	Tennessee Technological University	Public	8/10/2020	9	N
DOE00012737	Tennessee Temple University (Closed)	Private	10/15/2019	11	N
DOE00012741	Texas A&M University	Public	8/31/2020	10	N

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DOE00012742	Texas Barber College	TBD	11/7/2019	7	N
DOE00012744; DOE00012750; DOE00012756	Texas Southern University	Public	10/15/2019; 6/26/2019; 9/16/2020	60	N
DOE00012762; DOE00012764; DOE00012768	Texas State Technical College	Public	10/18/2019; 9/22/2020	22	N
DOE00012771	Texas State University	Public	11/1/2019	7	N
DOE00012775	Texas Tech University	Public	8/31/2020	13	N
DOE00012777	The College of Health Care Professions	The College of Health Care Professions, Inc.	12/11/2019	7	N
DOE00012778	The College of New Rochelle (Closed)	Private, Catholic	7/24/2019	31	N
DOE00012782	The Hair Design School	Proprietary	8/31/2020	13	N
DOE00012784	The New School	New School for Social Research	8/25/2020	14	N
DOE00012785	The Ohio State University	Public	7/27/2019	20	N
DOE00012787	The Pennsylvania State University	Public	9/5/2019	16	N
DOE00012790	The Real Barbers College (Closed)	Private	10/8/2019	9	N
DOE00012798	The Salon Professional Academy	The Salon Professional Education Company (SPEC)	9/23/2020	18	N
DOE00012804	The University of Akron	Public	9/10/2019	15	N
DOE00012893; DOE00012895	The University of Akron	Public	9/17/2020	30	N
DOE00012806	The University of Memphis	Public	11/1/2019	9	N
DOE00012810; DOE00012811	Thomas M. Cooley Law School	Private, Not for Profit	9/17/2020	10	N
DOE00012814	Tidewater Community College	Virginia State Board for Community Colleges	7/3/2019	26	N

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DOE00012816	TONI & GUY Hairdressing Academy	Multiple owners listed for different OPEIDs	8/26/2020	16	N
DOE00012820; DOE00012821; DOE00012822; DOE00012825	Touro College	Private, Not for Profit	12/9/2019; 8/13/2020	35	N
DOE00012828	Towson University	Public	11/1/2019	5	N
DOE00012829	Trainco Business School (Closed)	Private, For Profit, Owner TBD	10/4/2019	8	N
DOE00012833	Tricoci University of Beauty Culture	Tricoci University of Beauty Culture is an LLC that operates as a university	9/26/2019	10	N
DOE00012836	Trident Technical College	Trident Technical College Enterprise Campus Authority d/b/a Trident Technical College	8/23/2019	13	N
DOE00012839; DOE00012842; DOE00012843	Trident University International	Trident University International, LLC	10/11/2019; 9/17/2020	17	N
DOE00012844	Trinity Valley Community College	Public	12/19/2019	6	N
DOE00012845	Tri-State Institute of Hair Design	Debbie and J. B. Brown; Hair Bella, Inc.	10/19/2019	5	N
DOE00012847	Troy University	Public	10/31/2019	9	N
DOE00012850; DOE00012851; DOE00012857	Ultimate Medical Academy	N/A	5/12/2020	260	N
DOE00012862	Unitech Training Academy	Unitech Training Academy	8/23/2019	55	N
DOE00012864; DOE00012868; DOE00012869	United College of Business (Closed)	N/A	10/8/2019; 9/3/2020	17	N
DOE00009656	United Education Institute; UEI College	Unspecified	Undated	Unspecified	Unknown
DOE00012870	United Schools	United Schools	11/5/2019	6	N
DOE00012873; DOE00012878	Universal Technical Institute	UTI Holdings, Inc.	5/5/2020	601	N
DOE00012884; DOE00012885; DOE00012886	Universidad Ana G. Mendez - Gurabo Campus; Carolina Campus	Private, Not for Profit	8/27/2020	17	N

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DOE00012888; DOE00012890; DOE00012892	University of Advancing Computer Technology	Proprietary, Private for-profit	8/28/2020	18	N
DOE00012900; DOE00012903	University of Alabama, Birmingham	Public	11/1/2019; 9/15/2020	6	N
DOE00012905	University of Antelope Valley	Marco Johnson	11/1/2019	6	N
DOE00012906	University of Arizona	Public	8/30/2019	?	N
DOE00012909	University of Arkansas - Pulaski Technical College	Public	10/29/2019	9	N
DOE00012952	University of Arkansas, Little Rock	Public	11/1/2019	8	N
DOE00010189	University of Bridgeport	Private	11/1/2019	7	N
DOE00012914	University of Bridgeport	Private, Not for Profit	9/17/2020	17	N
DOE00012923	University of California, Davis	Public	12/10/2019	5	N
DOE00012916	University of California, Los Angeles	Public	11/1/2019	10	N
DOE00012925	University of Central Arkansas	Public	11/4/2019	9	N
DOE00012927	University of Central Florida	Public	9/25/2019	9	N
DOE00012933	University of Cincinnati	Public	9/1/2020	10	N
DOE00012935	University of Colorado, Denver	Public	8/26/2020	10	N
DOE00012939	University of Detroit, Mercy	Private	11/1/2019	6	N
DOE00012940	University of Florida	Public	8/3/2020	10	N
DOE00012944	University of Houston	Public	9/17/2020	13	N
DOE00012946	University of Illinois, Chicago	Public	8/30/2020	12	N
DOE00012948	University of Illinois, Urbana-Champaign	Public	9/3/2020	13	N
DOE00012950	University of Kansas	Public	8/3/2020	11	N
DOE00011386	University of La Verne	Private / Church of the Brethren	10/31/2019	7	N
DOE00012954	University of Maryland (Global Campus; Eastern Shore; College Park; Baltimore County)	Public	8/16/2019	34	N
DOE00012974	University of Massachusetts	Public	11/7/2019	8	N
DOE00012976	University of Memphis	Public	8/26/2020	21	N

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DOE00012807	University of Miami Law School	University of Miami	11/1/2019	10	N
DOE00012980	University of Minnesota, Twin Cities	Public	10/31/2019	8	N
DOE00012984	University of Mississippi	Public	8/26/2020	14	N
DOE00012986; DOE00012987	University of Missouri, Kansas City	Public	8/25/2020 (updated 11/18/2020)	8	N
DOE00012991	University of Missouri, St. Louis	Public	8/26/2020	9	N
DOE00011303	University of Missouri-Kansas City				
DOE00012993	University of Nebraska, Omaha	Public	11/5/2019	6	N
DOE00012994	University of Nevada, Las Vegas	Public	8/27/2019	10	N
DOE00013000	University of North Colorado	Public	10/31/2019	6	N
DOE00012998	University of North Texas	Public	10/17/2019	11	N
DOE00013002	University of Oklahoma	Public	8/31/2020	12	N
DOE00009659; DOE00009672	University of Phoenix	Apollo Education Group	5/19/2020	See above	Maybe - At least some who enrolled after 1/1/2010
DOE00009666; DOE00009669	University of Phoenix	Apollo Education Group	7/14/2020	Over 22,000	Maybe - At least some who enrolled after 10/1/2012
DOE00009662	University of Phoenix	Apollo Education Group	6/29/2020	Unspecified	Unknown
DOE00013012	University of Pittsburgh	Public	10/31/2019	6	N
DOE00013016	University of San Francisco	Private, Not for Profit	8/26/2020	14	N
DOE00013018	University of South Alabama	Public	10/21/2019	8	N
DOE00013019	University of South Carolina - Columbia	Public	9/16/2020	19	N
DOE00013021	University of South Carolina Upstate	Public	9/30/2019	21	N
DOE00013024	University of South Florida	Public	9/25/2019	9	N
DOE00013029; DOE00013036	University of Southern California	Private, Not for Profit	8/25/2020	54	N
DOE00013036	University of Southern California	Private	9/11/2020, updated 11/20/2020	54	N
DOE00013040; DOE00013041; DOE00013044	University of Southern Mississippi	Public	9/25/2020, updated 11/20/2020	25	N
DOE00013047; DOE00013050	University of Southernmost Florida	University of Southernmost Florida, Inc. (Ernesto Perez)	9/21/2020, updated 11/23/2020	30	N
DOE00013053	University of Tennessee	Public	11/1/2019	6	N

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DOE00013056; DOE00013057	University of Texas - Arlington	Public	9/11/2020, updated 11/23/2020	12	N
DOE00013054	University of Texas - El Paso	Public	10/31/2019	6	N
DOE00013055	University of Texas - Rio Grande Valley	Public	10/31/2019	7	N
DOE00013058; DOE00013059	University of the District of Columbia	Unspecified	8/28/2020, updated 11/20/2020	13	N
DOE00013060	University of Toledo	University of Toledo	8/23/2019	17	N
DOE00013062	University of Utah	University of Utah	10/31/2019	7	N
DOE00013063; DOE00013065; DOE00013067	University of Washington - Seattle	Public	10/30/2019; 9/3/2020, updated 11/20/2020	11	N
DOE00013068; DOE00013069; DOE00013070	Upper Iowa University	Private	9/18/2020, updated 11/23/2020	11	N
DOE00013071	USA Training Academy Home Study	USA Training Academy Home Study	10/31/2019	9	N
DOE00013072	Valdosta State University	Public	9/27/2019	8	N
DOE00013075; DOE00013078; DOE00013079; DOE00013082	Valencia College	Public	8/1/2019; 8/27/2020, updated 11/23/2020	32	N
DOE00013085; DOE00010387; DOE00013088	Valparaiso University	Lutheran University Association	10/17/2019; 9/17/2020, updated 11/20/2020	17	N
DOE00013089; DOE00013091	Vantage College	Ethos Educational Services, LLC (Elvia S. Perales, Eduardo Tribaldos)	8/31/2020, updated 11/20/2020	29	N
DOE00009690; DOE00009689	Vatterott College, Vatterott Educational Centers, L'Ecole Culinaire, Court Reporting Institute of St. Louis, Ex'Treme Institute by Nelly	Vatterot Educational Centers, Inc. (controlled by Wellspring Capital Partners from 2003-2009, then by TA Associates)	9/3/2020	975	Y - Allegations re: transfer of credits and length/cost/nature regarding medical office administration and medical assistant programs

Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00013093; DOE00013094; DOE00013096; DOE00013100; DOE00013104	Victory University, f/k/a Crichton; Victory College	SignificantPsychology, LLC -> Significant Ventures, LLC -> Significant Venture Holdings, LLC -> Significant Management Holdings, LLC -> Clifford Capital, LLC (Michael K. & Lindsey Clifford)	7/8/2019; 7/10/2019; 9/30/2020	63	N
DOE00013106; DOE00013111	Video Symphony EnterTraining	Video Symphony EnterTraining, Inc. (Michael Flanagan)	9/4/2020, updated 11/23/2020	42	N
DOE00013107	Video Symphony EnterTraining (Closed)	Michael Flanagan - Video Symphony EnterTraining, Inc.	9/3/2020	42	N
DOE00009586; DOE00013657	Virginia College, Brightwood College, Brightwood Career Institute, Kaplan Career Institute	Education Corp. of America (ECA) (entire period for VC; acquired Brightwood campuses in 2015 via purchase from Kaplan)	7/13/2020	over 5,000	Y - Allegations re: transfer of credits after 5/1/2018 at 3 campuses; educational services after various dates at 3 other campuses; "Kaplan Carve Out Protocol" applies if loan date before 9/3/2015 for Brightwood College, Brightwood Career, or Kaplan Career
DOE00013115	Virginia State University	Virginia State University	10/9/2019	13	N
DOE00013120; DOE00013122; DOE00013127; DOE00013132	Vista College	Education Futures Group, LLC; Education Futures Management Co.; Computer Career Center, L.P.; EFG Limited Partner Corp.; Prospect Partners II, L.P.	7/9/2019; 7/10/2019; 8/31/2020, updated 11/20/2020	76	N
DOE00013134; DOE00013135	Vocational Institute	Intercontinental Vocational School Inc.	8/27/2020, updated 11/20/2020	10	N
DOE00013136	Vocational Training Center	Vocational Training Center	10/30/2019	7	N
DOE00013137; DOE00013138; DOE00013139	Wake Technical Community College	Public	10/30/2019; 9/17/2020, updated 11/23/2020	12	N
DOE00013140	Washington Adventist University	Seventh-Day Adventist Church	10/31/2019	3	N

Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00013142; DOE00013143; DOE00013145	Washington School for Secretaries	Unspecified	8/11/2020, updated 11/23/2020	5	N
DOE00013147; DOE00013148	Washington State University	Public	9/17/2020, updated 11/20/2020	11	N
DOE00013149; DOE00013150; DOE00013153; DOE00013156; DOE00013157	Watterson College; Watterson College Pacific	WPS Enterprises, Inc.	8/27/2020, updated 11/20/2020; 9/1/2020, updated 11/23/2020	25	N
DOE00013158	Wayne County Community College	Unspecified	10/29/2019	6	N
DOE00013159	Webster Career College	Webster Career College, Inc.	12/10/2019	9	N
DOE00013161; DOE00013162; DOE00013164; DOE00013167	Webster University	Private	8/20/2019; 9/9/2020, updated 11/20/2020	37	N
DOE00013170; DOE00013171	West Coast Ultrasound Institute	West Coast Ultrasound, Inc. (Myra Chason)	9/1/2020, updated 11/20/2020	13	N
DOE00013172	West Tennessee Business College	Charlotte Burch	10/29/2019	7	N
DOE00013173	Westech College	Private	8/14/2019	14	N
DOE00013176; DOE00013177; DOE00013179	Western Beauty Institute	San Fernando Beauty Academy, Inc. (Rosa Christina Diaz)	8/27/2020, updated 11/20/2020	29	N
DOE00012086; DOE00013182	Western Governors University				
DOE00013191; DOE00013198	Western International University	Western International University, Inc. -> Apollo Global, Inc. -> AP VII Queso Holdings, L.P. -> AP VII Socrates Holdings, L.P. -> Apollo Investment Fund VIII, L.P.	10/2/2020, updated 11/23/2020	121	N
DOE00013205	Western Kentucky University	Western Kentucky University	10/29/2019	6	N
DOE00013206	Western Michigan University	Public	10/28/2019	8	Y - Applicants from Cooley School of Law
DOE00013212; DOE00013213	Western Technical College (OPEID 00384000)	Public	9/15/2020, updated 11/23/2020	5	N



Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00013208; DOE00013209	Western Technical College (OPEID 00810600)	Unspecified	9/16/2020, updated 11/20/2020	1	N
DOE00013210; DOE00013211; DOE00013212; DOE00013213	Western Technical College (OPEID 02098300)	El Paso Trade School, Inc. (William M. Terrell, Randy L. Kuykendall, Brad Kuykendall)	9/16/2020, updated 11/20/2020	8	N
DOE00009694; DOE00009698; DOE00009701	Westwood College (f/k/a Denver Institute of Technology)	Alta Colleges, Inc.	5/14/2020, 12/2/2020	4,600	Maybe - Claims for campuses outside CA, GA, or VA; claims for brick-and-mortar campuses in IL if enrollment after 5/1/2004
DOE00013242	Wichita Technical Institute	Public	10/30/2019	10	N
DOE00013214; DOE00013215	Widener University	Private	9/15/2020	17	N
DOE00013216; DOE00013217; DOE00013219; DOE00013229	Wilfred Academy; Wilfred Academy of Hair & Beauty Culture	Wilfred America Education Corporation	8/5/2019	95	
DOE00013233; DOE00013234; DOE00013235	Wilkes University	Private	10/25/2019; 9/1/2020, updated 11/20/2020	10	N
DOE00013236; DOE00013238	Willsey Institute	Willsey Limited Rockland, Inc. (Linda Chapilliquen)	9/2/2020, updated 11/23/2020	10	N
DOE00013240; DOE00013241	Wilshire Computer College	Unknown	8/26/2020, updated 11/23/2020	10	N
DOE00013243; DOE00013244	Wood Tobe-Coburn School	Wood Tobe-Coburn School	8/9/2019; 10/29/2019	42	N
DOE00013247	Xavier University of Louisiana	Privately owned by lay-religious board on behalf of the Roman Catholic Church	10/9/2019	4	N
DOE00013250; DOE00013251; DOE00013252	Yorktowne Business Institute	Yorktowne Business Institute, Inc. (Elizabeth M. Dribelbis)	8/31/2020, approved 11/20/2020	16	N
DOE00013253	Youngstown State University	Youngstown State University	10/7/2019	6	N

Bates Number(s)	School Name(s)	Corporate Owner(s)	Memo Date	# of Applications as of Memo Date	Any Categories of Applications Approved for Further Review?
DOE00013257; DOE00013259	YTI Career Institute; YTI Career Institute-Lancaster	York Technical Institute, LLC (The Porter and Chester Institute, Inc.; Thoma Cressey Fund VII, Inc.; TC Partners VII, LP; Thoma Cressey Bravo, Inc; Carl Thoma)	9/1/2020, updated 11/23/2020	10	N
DOE00013255	YTI Career Institute-Altoona; Computer Learning Network	CLN Acquisition, Inc., d/b/a Computer Learning Network	10/7/2019	3	N
DOE00013261	Zane State College	Public	10/9/2019	3	N

# Exhibit 62

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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3 THERESA SWEET, CHENELLE  
4 ARCHIBALD, DANIEL DEEGAN, SAMUEL  
5 HOOD, TRESA APODACA, ALICIA DAVIS,  
6 and JESSICA JACOBSON on behalf of  
7 themselves and all others similarly situated,

8 *Plaintiffs,*

9 v.

10 ELISABETH DEVOS, in her official  
11 capacity as Secretary of the United States  
12 Department of Education,

13 And

14 THE UNITED STATES DEPARTMENT OF  
15 EDUCATION,

16 *Defendants.*

Case No.: 19-cv-03674-WHA

**AFFIDAVIT OF DANIEL DEEGAN**

17 I, Daniel Deegan, state as follows:

- 18 1. I am submitting this affidavit in relation to the above-captioned case.
- 19 2. I borrowed federal student loans in order to attend Devry University's Keller  
20 Graduate School of Management.

21 3. On November 1, 2016, I submitted a borrower defense application to the United  
22 States Department of Education, asking for these loans to be cancelled. A copy of that  
23 application is attached as Exhibit A.

24 4. On May 7, 2020, I received correspondence from the Department of Education,  
25 stating that my claim had been denied. A copy of that correspondence is attached as Exhibit B.

26 5. In between the time that I first submitted an application for loan cancellation and  
27 when I received the notification of denial, my federal student loans have been in forbearance.  
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1           6.       The denial notice says that I provided insufficient evidence that Devry  
2 University's Keller Graduate School of Management engaged in misconduct related to  
3 Employment Prospects.

4           7.       The denial notice says that I provided insufficient evidence that Devry  
5 University's Keller Graduate School of Management engaged in misconduct related to Career  
6 Services.

7           8.       I do not understand how the evidence that I submitted was insufficient. My  
8 application contains details about my experience and links to publicly available information  
9 about Devry's conduct as detailed in the FTC Complaint, but the denial notice I received does  
10 not respond to any of the information I provided.

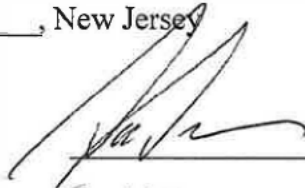
11          9.       The notification of denial states that I may ask for reconsideration. I am not aware  
12 of any additional information I could possibly submit.

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I swear under penalty of perjury that the foregoing is true and correct.

Executed on: August 12, 2020

Atco, New Jersey

  
\_\_\_\_\_  
Daniel Deegan

# Exhibit A

--

Dan Deegan  
[REDACTED]

----- Forwarded message -----

From: Dan Deegan <[REDACTED]>  
Date: Tue, Nov 1, 2016 at 5:02 PM  
Subject: Borrower Defense to Repayment - Devry University  
To: <FSAOperations@ed.gov>

Hello,

I graduated from Devry University's Keller Graduate School of Management in October of 2008 with an MBA. I wish to assert a borrower defense to repayment claim based on the fact that I was defrauded by them in several ways:

They influenced my choice to enroll based on unsubstantiated employment statistics that are now under fire by the FTC, for misleading students about the percentage of graduates that find jobs in their field within six months, and with higher salaries. I have attached a PDF from the lawsuit which explains this in great detail, and here are some links relevant to the claim:

<https://www.ftc.gov/news-events/press-releases/2016/01/ftc-brings-enforcement-action-against-devry-university>

<https://www.consumeraffairs.com/education/devry.html>

[http://www.huffingtonpost.com/entry/feds-sue-devry-university\\_us\\_56a904c7e4b0f7179928af63](http://www.huffingtonpost.com/entry/feds-sue-devry-university_us_56a904c7e4b0f7179928af63)

They also claimed I would be assisted by their career services department upon graduation, which never happened despite my efforts to get in touch with them (Their career services department is included in the FTC complaint). On numerous occasions I called their career services department for help, got a voicemail message, left a message and never heard anything back. Obviously I have no way to prove this, but the fact that it's included in the FTC complaint it must mean that it is a widespread issue. They maintain in the complaint that their employment statistics came from data their career services department obtained while communicating with students. I never once received a call from them to even obtain any information from me, let alone get any help in finding a job with my new MBA.

They also touted that their graduates made substantially higher salaries than averages (a statistic they heavily marketed after I had already graduated, but they were already doing this while I was enrolled there). After graduation, I remained in my same job, with the same salary, then was laid off not too long after I received my MBA. I spent several years without gainful employment, received unemployment benefits and COBRA, and had to put my loans in deferment which amassed substantial interest. I never heard from career services, applied to countless jobs hoping an MBA would help me find one, and ended up taking a job in a computer shop to get back on my feet.

I now owe them somewhere in the family of \$50,000+, never found a job in Business Management, and work in the IT field. My loan amount with them is an estimate, due to all my loans being combined with my undergraduate degree from Widener University. I'm sure it can be determined which loans originated where in your system. Based on all of this, I would like to assert borrower defense against my loans with them, not pay them any more money, and re-claim the money I have paid in loans that have gone into their pockets. I do not wish my loans to get into deferment during this as I'm already battling extremely high interest and have loans that are not associated with Devry.

Name - Daniel Patrick Deegan

DOB - [REDACTED]

Last 4 of SS# - [REDACTED]

Home Address - [REDACTED]

Phone Number - [REDACTED]

Email - [REDACTED]

Name of School/Location - Devry University/Keller Graduate School of Management - 1800 John F Kennedy Blvd #200, Philadelphia, PA 19103

Program of Study - Business Management

Degree Obtained/Date - MBA - October, 2008

--  
Dan Deegan  
[REDACTED]

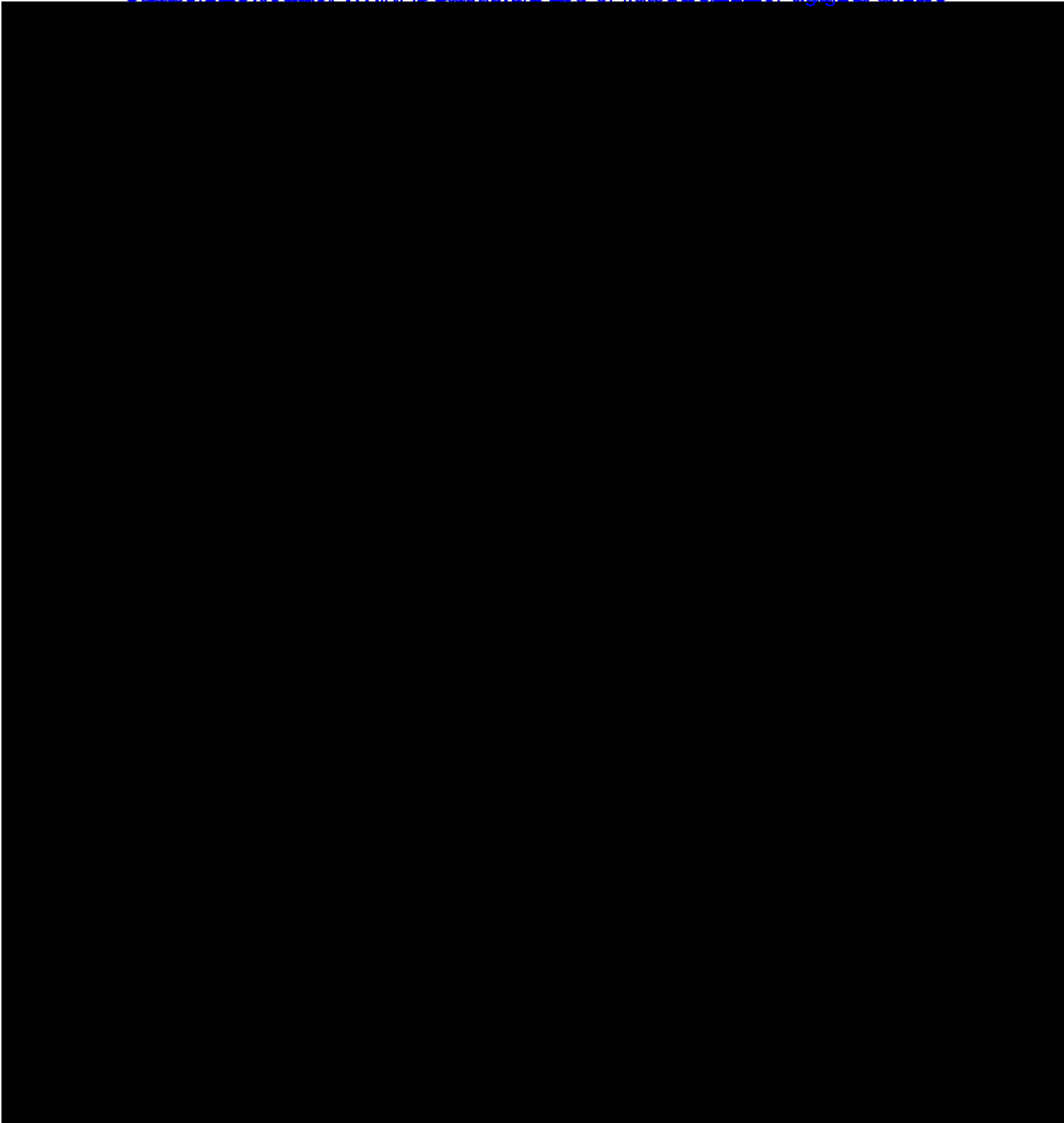
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Dan Deegan



# Exhibit B



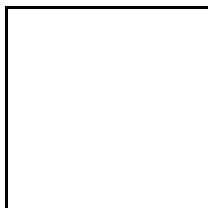
**From:** Borrower Defense <[borrowerdefense@ed.gov](mailto:borrowerdefense@ed.gov)>

**Date:** May 7, 2020 at 1:06:49 PM EDT

[REDACTED]

**Subject:** Borrower defense discharge ineligibility information for you [

[REDACTED]



5/7/2020

Borrower Defense Application #: [REDACTED]

Dear Daniel Deegan:

The U.S. Department of Education (ED) has completed its review of your application under the applicable Borrower Defense to Repayment regulations for discharge of your William D. Ford Federal Direct Loans (Direct Loans) made in connection with your or your child's enrollment at Keller Graduate School of Management. "You" as used here should be read to include your child if you are a Direct PLUS Loan borrower who requested a discharge for loans taken out to pay for a child's enrollment at Keller Graduate School of Management. ED has determined that your application is ineligible for relief based on review of the facts of your claim and the regulatory criteria for relief; this decision means that your Direct Loans will not be discharged. ED explains the reasons below.

### **Applicable Law**

For Direct Loans first disbursed prior to July 1, 2017, a borrower may be eligible for a discharge (forgiveness) of part or all of one or more Direct Loans if the borrower's school engaged in acts or omissions that would give rise to a cause of action against the school under applicable state law. See § 455(h) of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087e(h), and 34 C.F.R. § 685.206(c) and 685.222 (the Borrower Defense regulations). ED recognizes a borrower's defense to repayment of a Direct Loan only if the cause of action

directly relates to the Direct Loan or to the school's provision of educational services for which the Direct Loan was provided. 34 C.F.R. §§685.206(c)(1), 685.222(a)(5); U.S. Department of Education, Notice of Interpretation, 60 Fed. Reg. 37,769 (Jul. 21, 1995).

### **Why was my application determined to be ineligible?**

ED reviewed your borrower defense claims based on any evidence submitted by you in support of your application, your loan data from National Student Loan Data System (NSLDS®), and evidence provided by other borrowers.

#### Allegation 1: Employment Prospects

You allege that Keller Graduate School of Management engaged in misconduct related to Employment Prospects. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

#### Allegation 2: Career Services

You allege that Keller Graduate School of Management engaged in misconduct related to Career Services. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

### **What evidence was considered in determining my application's ineligibility?**

We reviewed evidence provided by you and other borrowers who attended your school. Additionally, we considered evidence gathered from the following sources:

Evidence obtained by the Department in conjunction with its regular oversight activities.

### **What if I do not agree with this decision?**

If you disagree with this decision, you may ask ED to reconsider your application. To submit a request for reconsideration, please send an email with the subject line "Request for Reconsideration [REDACTED] to [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) or mail your request to U.S. Department of Education, P.O. Box 1854, Monticello, KY 42633. In your Request for Reconsideration, please provide the following information:

1. Which allegation(s) you believe that ED incorrectly decided;
2. Why you believe that ED incorrectly decided your borrower defense to repayment application; and
3. Identify and provide any evidence that demonstrates why ED should approve your borrower defense to repayment claim under the applicable law set forth above.

ED will not accept any Request for Reconsideration that includes new allegations. If you wish to assert allegations that were not included in your application, please see the following section. Additionally, your loans will not be placed into forbearance unless your request for reconsideration is accepted and your case is reopened. Failure to begin or resume repayment will result in collection activity, including

administrative wage garnishment, offset of state and federal payments you may be owed, and litigation. For more information about the reconsideration process, please contact our borrower defense hotline at 1-855-279-6207 from 8 a.m. to 8 p.m. Eastern time (ET) on Monday through Friday.

### **Can I apply for borrower defense if I have additional claims?**

If you wish to file a new application regarding acts or omissions by the school other than those described in borrower defense application [Case Number], please submit an application at [StudentAid.gov/borrower-defense](https://StudentAid.gov/borrower-defense). In the new application, you should explain in the relevant section(s) the basis for any new borrower defense claim(s) and submit all supporting evidence.

### **What should I do now?**

Because your borrower defense to repayment application was found to be ineligible, you are responsible for repayment of your loans. ED will notify your servicer(s) of the decision on your borrower defense to repayment application within the next 15 calendar days, and your servicer will contact you within the next 30 to 60 calendar days to inform you of your loan balance. Further, if any loan balance remains, the loans will return to their status prior to the submission of your application. If your loans were in forbearance as a result of your borrower defense to repayment application, the servicer will remove those loans from forbearance. **\*See COVID-19 Note below.**

If your loans are in default and are currently in stopped collections, your loans will be removed from stopped collections. Failure to begin or resume repayment could result in collection activity such as administrative wage garnishment, offset of state and federal payments that you may be owed, and litigation. **\*See COVID-19 Note below.**

While normally interest would not be waived for unsuccessful borrower defense applications, given the extended period of time it took ED to complete the review of this application, the Secretary is waiving any interest that accrued on your Direct Loans from the date of the filing of your borrower defense application to the date of this notification. Your servicer will provide additional information in the coming months regarding the specific amount of interest adjusted. **\*See COVID-19 Note below.**

**\*COVID-19 Note:** On March 27, 2020, the president signed the *CARES Act*, which, among other things, provides broad relief in response to the coronavirus disease 2019 (COVID-19) for federal student loan borrowers whose loans are owned by ED. For the period March 13, 2020, through September 30, 2020, the interest rate on the loans will be 0% and no payments will be required. During this same period for defaulted borrowers, all proactive collection activities, wage garnishments, and Treasury offsets will be stopped. Your federal loan servicer will answer any questions you have about your specific situation. In addition, Federal Student Aid's COVID-19 information page for students, borrowers, and parents is located at [StudentAid.gov/coronavirus](https://StudentAid.gov/coronavirus). Please visit the page regularly for updates.

### **What if I have another pending borrower defense application?**

If you have additional pending borrower defense to repayment applications, this information applies to you:

- If your loans associated with an additional borrower defense to repayment application that is still pending are in forbearance or another status that does not require you to make payments, your loans will remain in forbearance or that other status. Similarly, if your loans associated with that borrower defense application are in default and you are currently in stopped collections, those loans will remain in stopped collections.



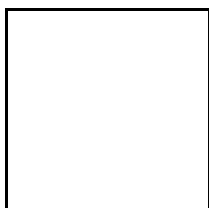
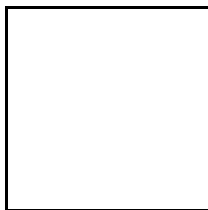
- If you are unsure if you have additional pending applications, or if you would like to check on the status of your loans associated with an additional application, contact our borrower defense hotline at 1-855-279-6207 from 8 a.m. to 8 p.m. ET on Monday through Friday.

ED offers a variety of loan repayment options, including the standard 10-year repayment plan, as well as extended repayment, graduated repayment, and income-driven repayment plans. For more information about student loan repayment options, visit [StudentAid.gov/plans](https://StudentAid.gov/plans). If you have questions about the status of your loans or questions about repayment options, please contact your servicer(s). If you do not know the name of your federal loan servicer, you may go to [StudentAid.gov](https://StudentAid.gov) to find your servicer and view your federal loan information.

Sincerely,

U.S. Department of Education


Federal Student Aid



**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the

intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

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Dan Deegan  




# Exhibit 63

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

THERESA SWEET, CHENELLE  
ARCHIBALD, DANIEL DEEGAN, SAMUEL  
HOOD, TRESA APODACA, ALICIA DAVIS,  
and JESSICA JACOBSON on behalf of  
themselves and all others similarly situated,

*Plaintiffs,*

v.

ELISABETH DEVOS, in her official  
capacity as Secretary of the United States  
Department of Education,

And

THE UNITED STATES DEPARTMENT OF  
EDUCATION,

*Defendants.*

Case No.: 19-cv-03674-WHA

**AFFIDAVIT OF YVETTE COLON**

I, Yvette Colon, state as follows:

1. I am submitting this affidavit in relation to the above-captioned case.

2. I borrowed federal student loans in order to attend the Non-Invasive  
Cardiovascular Technology program at Sanford-Brown Institute (Sanford-Brown) in New York.

3. I received a restitution check in the amount of \$3,094.93 because the Office of the  
Attorney General (OAG) of the State of New York investigated Sanford-Brown and found that it  
misled and lied to students like me.

4. On March 9, 2015, my attorneys submitted, on my behalf, a borrower defense  
application to the United States Department of Education, asking for these loans to be cancelled.  
A copy of that application is attached as Exhibit A, with redactions for personally identifiable  
information and communications with my attorneys.

5. On April 24, 2015, Navient, my loan servicer, sent a letter to my attorney stating  
that it "was unable to forgive the balance on [my] Federal Stafford Loans." The letter further

1 stated that my loans could only be forgiven upon death or disability, or a school's closure. The  
2 letter provided various options for repayment.

3 6. On August 12, 2016, the Department of Education sent a letter to my attorney  
4 providing "information on the status of" my borrower defense application. The letter stated that  
5 by May 6, 2015, the Department had "determined that" my borrower defense application "was  
6 substantially complete." The Department stated that it would "inform" my attorney "once a  
7 determination has been made in relation to the request for a discharge."

8 7. On July 2, 2020, I received correspondence from the Department of Education,  
9 stating that my claim had been denied (denial notice). A copy of the denial notice is attached as  
10 Exhibit B.

11 8. In between the time that I first submitted an application for loan cancellation and  
12 when I received the denial notice, my loans were in forbearance.

13 9. The denial notice says that I provided insufficient evidence that Sanford-Brown  
14 engaged in misconduct related to employment prospects.

15 10. The denial notice says that I provided insufficient evidence that Sanford-Brown  
16 engaged in misconduct related to transferring credits.

17 11. The denial notice says that I provided insufficient evidence about whether  
18 Sanford-Brown engaged in misconduct related to educational services.

19 12. The denial notice says that I provided insufficient evidence about whether  
20 Sanford-Brown engaged in misconduct related to "other."

21 13. I am shocked and disappointed that the Department completely denied my  
22 application. I submitted a lot of evidence with the help of my attorneys. Not only did I submit a  
23 lot of evidence, I received a restitution check because the OAG found that Sanford-Brown  
24 misled and lied to students, including me. If what I submitted was not enough for the  
25 Department, I don't understand what more I could have provided.

26 14. I do not know what the Department means by "other."

27 15. The notification of denial states that I may ask for reconsideration. I am unsure of  
28 what additional information I could possibly submit since I submitted so much in my application.

1 I also cannot tell what evidence I submitted was considered and was found to be deficient, or  
2 why it was deficient.

3

4 I swear under penalty of perjury that the foregoing is true.

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6 Executed on: August 13, 2020

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New York, NY

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Yvette Colon

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# EXHIBIT A



Navient  
P.O. Box 9500  
Wilkes-Barre, PA 18773-9500

Cc: U.S. Department of Education  
FSA Ombudsman Group  
830 First Street, N.E.  
Mail Stop 5144  
Washington, DC 20202-5144

*By Certified Mail*

March 9, 2015

Re: Yvette Colon's Defense to Repayment of Her FFELP Loans, Account # [REDACTED]

Dear Navient:

I represent Yvette Colon, whose Federal Family Education Loan Program (FFELP) loans are serviced by Navient. Ms. Colon incurred these loans in connection with her enrollment in the Non-Invasive Cardiovascular Technology certificate program at Sanford-Brown Institute (SBI) in New York.

On behalf of Ms. Colon, I write to assert a defense to the repayment of these student loans. SBI falsely represented that it offered a professional certificate that would lead to Ms. Colon obtaining gainful employment as a cardiac sonographer. In fact, SBI's sonography program lacked the programmatic accreditation necessary for Ms. Colon and others to obtain such work. Only after incurring substantial student loan obligations did Ms. Colon learn that SBI's statements about accreditation were false. Ms. Colon has been unable to find employment in her field of study, or to transfer her credits to a legitimate higher education institution.

Federal law,<sup>1</sup> regulations,<sup>2</sup> and the terms of her Master Promissory Note (MPN) provide Ms. Colon with a complete defense to repayment of her FFELP loans under these circumstances, and entitle her to reimbursement of amounts she has already paid toward her loans, and other relief.

Notably, the Office of the Attorney General of the State of New York (OAG) has already determined that SBI systematically engaged in an illegal pattern of making false and deceptive

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<sup>1</sup> 20 U.S.C. §§ 1082(a)(5)-(6), 1087e(h).

<sup>2</sup> 34 C.F.R. §§ 30.70, 682.209(g), 685.206(c).



representations to prospective students, in violation of the consumer-protection provisions of New York General Business Law §§ 349 and 350. The OAG’s investigation examined the consumer-oriented practices at all SBI campuses in New York state, as well as other campuses in New York operated by SBI’s parent company, the Career Education Corporation (CEC). The investigation, which lasted several years, focused on SBI’s misleading job placement disclosures, its deception regarding its lack of programmatic accreditation, and its failure to disclose that its graduates generally could not transfer their credits to legitimate institutions. The OAG eventually concluded that CEC violated New York consumer protection law in each of these respects. In August 2013, CEC entered into an Assurance of Discontinuance with the OAG, pursuant to which CEC agreed to make extensive changes in its business practices to remedy its violations of law, and to pay restitution to compensate for its illegal practices.<sup>3</sup>

This application for a defense to repayment is supported by an affidavit, sworn under penalty of perjury, of Ms. Colon,<sup>4</sup> the Assurance of Discontinuance entered into by CEC and the OAG (Assurance or AOD), a declaration, sworn under penalty of perjury, of Ms. Colon’s counsel,<sup>5</sup> and other attached Exhibits establishing the misrepresentations of SBI.

### **I. SBI’s Misconduct Toward Ms. Colon**

SBI induced Ms. Colon to enroll and remain enrolled in the Non-Invasive Cardiovascular Technology program on the basis of several misrepresentations. In short, Program Director Naoufel Brahmi and other SBI representatives repeatedly, falsely assured her that SBI already had, or would obtain, the necessary programmatic accreditation for her to obtain a sonography job upon graduation,<sup>6</sup> and that in any event, she and her classmates were guaranteed to obtain highly-paid sonography jobs — which SBI would help them obtain.<sup>7</sup> SBI representatives also inaccurately informed her that her credits were transferrable to legitimate educational institutions.<sup>8</sup>

Before enrolling at SBI, Ms. Colon had taken some nursing classes at community college,<sup>9</sup> and in 1985 completed a medical assistant certificate program.<sup>10</sup> For more than two decades, she

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<sup>3</sup> See *In re Career Educ. Corp.*, AOD No. 13-379, Assurance of Discontinuance (Aug. 19, 2013) [attached to Declaration of Jason Glick (Mar. 9, 2015) [hereinafter “Glick Decl.”] as Ex. A].

<sup>4</sup> See Affidavit of Yvette Colon (Feb. 27, 2015) [hereinafter “Colon Aff.”].

<sup>5</sup> See Glick Decl.

<sup>6</sup> See Colon Aff. ¶¶ 24–26, 31–34.

<sup>7</sup> See *id.* ¶¶ 28, 32.

<sup>8</sup> See *id.* ¶ 52.

<sup>9</sup> See *id.* ¶ 7.

<sup>10</sup> See *id.* ¶ 9.

worked in clinical settings, including an oncology hospital, and private OBGYN and radiology practices.<sup>11</sup> Her responsibilities included assisting with patient care, such as biopsies, pap smears, and Doppler monitoring, as well as office management tasks.<sup>12</sup>

In 2004, while working in a radiology practice, Ms. Colon became interested in pursuing a career in cardiac sonography.<sup>13</sup> She was encouraged by a coworker in the radiology practice, herself a sonographer.<sup>14</sup> Her coworker advised Ms. Colon that it was of paramount importance to attend a properly accredited sonography program, so that she could find work in the field upon graduation.<sup>15</sup>

In addition to the proper accreditation, Ms. Colon sought out programs that would allow her to continue her full-time job. At the time, she was financially responsible for her father and other family members, and was not in a position to give up her income. She therefore looked for a program that offered classes at night.<sup>16</sup> Although her coworker recommended the sonography program at NYU,<sup>17</sup> neither this program nor any of those at community colleges offered evening sessions. Ms. Colon then found information about the Ultrasound Diagnostic School (UDS), which did offer evening classes.<sup>18</sup> Ms. Colon began the enrollment process at UDS in 2004.<sup>19</sup> She ultimately did not begin classes at UDS, however, because of personal and family obligations that arose.<sup>20</sup>

In 2006, when Ms. Colon was ready to pursue sonography studies to launch the next phase of her career, she returned to UDS, only to learn that SBI had taken over the school.<sup>21</sup> If she still wanted to enroll in the Non-Invasive Cardiovascular Technology program, she would need to sign a new contract with SBI, at a higher two-year tuition, \$29,825 — approximately \$6,830 more than she had agreed to pay UDS.<sup>22</sup>

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<sup>11</sup> *See id.* ¶¶ 10–14.

<sup>12</sup> *See id.* ¶ 10.

<sup>13</sup> *See id.* ¶ 15.

<sup>14</sup> *See id.* ¶¶ 15–16.

<sup>15</sup> *See id.* ¶ 23.

<sup>16</sup> *See id.* ¶ 17.

<sup>17</sup> *See id.* ¶ 16.

<sup>18</sup> *See id.* ¶ 18.

<sup>19</sup> *See id.*

<sup>20</sup> *See id.* ¶ 19.

<sup>21</sup> *See id.* ¶ 20.

<sup>22</sup> *See id.* ¶ 21.

Before finally deciding to enroll at SBI, Ms. Colon went to SBI to speak with a representative again.<sup>23</sup> At her co-worker's urging, she asked an SBI representative whether the program was accredited for cardiac sonography.<sup>24</sup> The SBI representative said, "Oh yes, we are accredited," and pointed to a plaque on the wall, which had the word "accredited."<sup>25</sup> Ms. Colon accordingly decided to enroll in SBI's Non-Invasive Cardiovascular Technology certificate program (SBI did not offer a degree program in this field of study).<sup>26</sup>

When Ms. Colon went back to SBI to complete her financial aid paperwork, she asked a financial aid representative what salary she could expect to earn in a sonography job upon graduation. The representative informed Ms. Colon that she would definitely get a job as a sonographer when she graduated from SBI, and that she would earn \$50,000 to \$60,000 annually in that job.<sup>27</sup> Ms. Colon took out substantial debt, including federal and private loans, to pay for her tuition.<sup>28</sup>

Toward the end of the first year of her course of study, Ms. Colon and her classmates heard rumors that graduating students were unable to sit for the industry-standard American Registry for Diagnostic Medical Sonography (ARDMS) certification examination.<sup>29</sup> Alarmed, Ms.

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<sup>23</sup> *See id.* ¶¶ 22, 24.

<sup>24</sup> *See id.* ¶ 23.

<sup>25</sup> *See id.* ¶ 24.

<sup>26</sup> *See id.* ¶ 25.

<sup>27</sup> *See id.* ¶¶ 27–28.

<sup>28</sup> *See id.* ¶ 4; *see also id.* Ex. A (National Student Loan Data System (NSLDS) data) & Ex. D (Navient statement).

<sup>29</sup> *See Colon Aff.* ¶ 31. As a U.S. Senate Committee explained in a scathing report that documented widespread misconduct by for-profit higher education institutions, a de facto requirement for graduates of certificate programs to obtain employment as a sonographer is successful completion of the licensing examination administered by ARDMS. *See STAFF OF S. COMM. ON HEALTH, EDUC., LABOR, & PENSIONS, FOR PROFIT HIGHER EDUCATION: THE FAILURE TO SAFEGUARD THE FEDERAL INVESTMENT AND ENSURE STUDENT SUCCESS 103 & n.411 (July 30, 2012), available at* [http://www.help.senate.gov/imo/media/for\\_profit\\_report/PartI-PartIII-SelectedAppendixes.pdf](http://www.help.senate.gov/imo/media/for_profit_report/PartI-PartIII-SelectedAppendixes.pdf) [hereinafter "S. HELP REP." or "Senate HELP Report"]. An individual with a certificate in sonography may only sit for the ARDMS examination in one of two circumstances: if she graduated from a certificate program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP), or if she has worked full-time, in a paid position as a sonographer for a least a year. *See ARDMS, SPI Requirement and General Prerequisites*, at 2, 5 nn.2–3, [http://www.ardms.org/files/downloads/Prerequisite\\_Chart.pdf](http://www.ardms.org/files/downloads/Prerequisite_Chart.pdf) [Glick Decl. Ex. B]. As noted by the Senate HELP Committee, "most employers seek to hire only registered sonographers," and "gaining work experience in lieu of an accredited degree can be very challenging. Accordingly, while State law does not create an absolute barrier to practicing for students from unaccredited programs, the practical effect can be the same . . ." *See S. HELP REP.* 102; *see also Assurance* ¶ 32 (describing "catch-22" of graduates of SBI ultrasound programs in finding employment without certification); *see also Assurance* p. 30 nn. 2–3

Colon’s classmates raised their concerns with SBI’s Director, Dr. Naoufel Brahmi. The Director’s response was to visit Ms. Colon’s class to assure her and her classmates that they had nothing to worry about, for two reasons. First, although the sonography program was not accredited — the first time that SBI informed Ms. Colon of that fact — SBI was supposedly going through the accreditation process, so Ms. Colon and her classmates would be eligible to take the necessary certification examination. Second, SBI reassured the students that their upcoming externships would lead to ultrasound jobs, so that even if the program did not become properly accredited, they would be eligible to take the certification examination after one year working in the cardiac ultrasound field.<sup>30</sup> Given the Director’s comments, Ms. Colon decided to remain enrolled, and to continue into the second year of SBI’s program — taking out more loans in the process.<sup>31</sup>

As part of SBI’s certificate program, Ms. Colon was assigned to complete two consecutive externships, neither of which led to employment. At her first externship, at NYU,<sup>32</sup> her supervisor repeatedly expressed dismay that unlike externs from other schools,<sup>33</sup> the SBI externs were ill-prepared to work in a clinical setting.<sup>34</sup> Ms. Colon’s cohort was the first SBI cohort that NYU accepted for externship placements,<sup>35</sup> and based on NYU’s experience with SBI’s training, it was also the last cohort.<sup>36</sup> Neither Ms. Colon nor any of her classmates received a job offer from NYU after the externship.<sup>37</sup> Ms. Colon’s second externship placement was at a Veteran Affairs Hospital in Manhattan.<sup>38</sup> This externship did not lead to a sonography job.<sup>39</sup> From what Ms. Colon heard from the externship coordinator at each site, those hospitals were not interested in hiring SBI graduates based on the lack of hands-on experience in SBI’s curriculum.<sup>40</sup>

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(qualifying exam and/or credential is “typically necessary” for employment in field where more than 50% of jobs require passage of an exam or possession of a credential).

<sup>30</sup> See Colon Aff. ¶¶ 32–33.

<sup>31</sup> See *id.* ¶ 34; see also Colon Aff. Ex. A (NSLDS data).

<sup>32</sup> See Colon Aff. ¶ 36.

<sup>33</sup> See *id.* ¶ 37.

<sup>34</sup> See *id.* ¶ 38.

<sup>35</sup> See *id.* ¶ 37.

<sup>36</sup> See *id.* ¶ 39.

<sup>37</sup> See *id.* ¶ 40.

<sup>38</sup> See *id.* ¶ 36.

<sup>39</sup> See *id.* ¶ 41.

<sup>40</sup> See *id.* ¶¶ 40–41.

Shortly after earning her certificate in sonography from SBI in May 2008,<sup>41</sup> Ms. Colon attempted to register for the certification exam.<sup>42</sup> About a month later, ARDMS returned her application with a letter stating that she was ineligible to even sit for the exam, because she had not submitted documentation that she had graduated from an accredited sonography program.<sup>43</sup>

Ms. Colon thus faced an insurmountable Catch 22: because of SBI's lack of accreditation, she could only sit for the ARDMS exam if she had job experience.<sup>44</sup> But despite her best efforts,<sup>45</sup> she could not find a job without the ARDMS certification in hand. At every job she applied to, employers asked if she already had her license. After she answered no, she never received a callback.<sup>46</sup>

Nor was SBI of any help. To the contrary, Ms. Colon had to conduct her cardiac sonography job search on her own, because SBI's promises of job placement assistance never materialized. She regularly called SBI to ask if they knew of any available positions,<sup>47</sup> but they never provided her any leads.<sup>48</sup> Frustrated that SBI did not provide the job placement resources that it had guaranteed her when she enrolled, she eventually filed a complaint with the SBI Director, Dr. Brahmai.<sup>49</sup> As a result of that complaint, SBI eventually arranged a single, telephone interview for her. The interviewer, a physician, was unprofessional during the interview, and Ms. Colon had a horrible feeling about the job. She later found out from SBI classmates who went to work for that physician that they had quit after being forced to work twelve-hour days without legally required breaks.<sup>50</sup>

Unable to find work in the cardiac sonography field, Ms. Colon eventually found employment in medical billing — the same sector she worked in before attending SBI.<sup>51</sup> Without a license, she remains ineligible to work in the sonography field.

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<sup>41</sup> *See id.* ¶ 42; *see also* Colon Aff. Ex. B (SBI Certificate).

<sup>42</sup> *See* Colon Aff. ¶ 48.

<sup>43</sup> *See id.* ¶¶ 49–50; *see also* Colon Aff. Ex. C (ARDMS letter).

<sup>44</sup> *See* Colon Aff. ¶ 51.

<sup>45</sup> *See id.* ¶¶ 43–47.

<sup>46</sup> *See id.* ¶ 47.

<sup>47</sup> *See id.* ¶ 43.

<sup>48</sup> *See id.* ¶ 46.

<sup>49</sup> *See id.* ¶ 44.

<sup>50</sup> *See id.* ¶ 45.

<sup>51</sup> *See id.* ¶ 51.

Furthermore, Ms. Colon made unsuccessful attempts to apply her SBI certificate towards a legitimately accredited credential. During her attendance, SBI representatives repeatedly represented that, upon graduation, Ms. Colon would have the option of transferring her credits toward an associate degree program. But when Ms. Colon attempted to register at Borough of Manhattan Community College in 2008, she learned that these representations were false. Her SBI credits were not transferrable, because SBI as an institution did not have the accreditation necessary for other, legitimate institutions to accept her credits.<sup>52</sup>

## II. SBI Repeatedly Violated Ms. Colon's Rights Under New York Law

SBI's unfair and misleading conduct toward Ms. Colon constituted an ongoing series of violations of New York's General Business Law § 349 (GBL). That statute prohibits "[d]eceptive acts or practice in the conduct of any business, trade or commerce or in the furnishing of any service" in New York.<sup>53</sup> This consumer protection statute was adopted "to even the playing field" between consumers and "better funded and superiorly situated fraudulent businesses."<sup>54</sup>

"A plaintiff under [GBL] section 349 must prove three elements: first, that the challenged act or practice was consumer-oriented; second, that it was misleading in a material way; and third, that the plaintiff suffered injury as a result of the deceptive act."<sup>55</sup>

There can be no question that SBI's entire interaction with Ms. Colon was "consumer oriented." New York courts have repeatedly held that companies selling post-secondary educational services engage in "consumer-oriented" conduct within the scope of section 349.<sup>56</sup> Moreover, the existence of the OAG investigation into SBI's conduct (to which Ms. Colon was subject) and the subsequent Assurance of Discontinuance provide indisputable proof of the consumer-oriented nature of SBI's misconduct. The OAG is authorized, "in the name of and on behalf of the people of the state of New York," to act against "any person, firm, corporation or association" who "has engaged in or is about to engage in" acts proscribed by section 349.<sup>57</sup> By committing its scarce resources to investigate and prosecute SBI, the OAG necessarily

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<sup>52</sup> See *id.* ¶ 52.

<sup>53</sup> See N.Y. Gen. Bus. Law § 349(a).

<sup>54</sup> See *Teller v. Bill Hayes, Ltd.*, 630 N.Y.S.2d 769, 774 (2d Dep't 1995) (internal quotations omitted).

<sup>55</sup> See *Stutman v. Chem. Bank*, 95 N.Y.2d 24, 29 (2000).

<sup>56</sup> See, e.g., *Ansari v. N.Y. Univ.*, No. 96 Civ. 5280, 1997 WL 257473 (S.D.N.Y. May 16, 1997); *Moy v. Adelphi Inst., Inc.*, 886 F. Supp. 696 (E.D.N.Y. 1994); *Gomez-Jimenez v. N.Y. Law Sch.*, 956 N.Y.S.2d 54, 58 (1st Dep't 2012); *Enzinna v. D'Youville Coll.*, 946 N.Y.S.2d 66 (Sup. Ct. 2010), *aff'd*, 922 N.Y.S.2d 729 (4th Dep't 2011); *Chais v. Technical Career Insts.*, No. 0114949/2001, 2002 WL 34433891 (N.Y. Sup. Ct. 2002); *Bevelacqua v. Brooklyn Law Sch.*, 975 N.Y.S.2d 365 (Sup. Ct. 2013).

<sup>57</sup> N.Y. Gen. Bus. Law § 349(b).

determined that the conduct in question affected the public interest and consumers at large. This conduct is therefore presumptively consumer-oriented conduct within the meaning of GBL § 349.<sup>58</sup>

Moreover, the OAG has already made official findings that several of CEC's practices toward students and prospective students "constitute[d] repeated violations of General Business Law Article 22-A," including section 349 — *i.e.*, these practices were "consumer-oriented," materially deceptive and misleading, and injured students.<sup>59</sup>

Specific to Ms. Colon, three specific aspects of SBI's consumer-oriented conduct were materially misleading and injured Ms. Colon. First, SBI misrepresented and omitted crucial information about its programmatic accreditation status, which led Ms. Colon to believe that the program would permit her to sit for the necessary credentialing exam, and had the potential to lead to gainful employment in her field of study. Second, SBI misled Ms. Colon about the job placement assistance it would provide her and the types of jobs she supposedly was guaranteed to find, and failed to provide the job placement assistance that might have enabled Ms. Colon to obtain employment in her field notwithstanding the fact that SBI lacked the necessary accreditation. Third, SBI gave Ms. Colon patently false information about the transferability of its credits, leaving her unable to pursue further education at a reputable and affordable institute of higher education without starting from scratch.

#### **A. SBI Violated New York's GBL by Deceiving Ms. Colon About Its Programmatic Accreditation Status**

The overlap — indeed, identity — between Ms. Colon's own experience with SBI, and the OAG's findings that SBI regularly presented false and misleading information to prospective and current students concerning programmatic accreditation, compels the conclusion that SBI violated the GBL in relation to Ms. Colon.

SBI's representations to Ms. Colon about its accreditation status were unquestionably false and misleading. Before Ms. Colon ever enrolled at SBI, she sought assurances that SBI was properly accredited. Not only did SBI deceive her about its accreditation status before she enrolled, but SBI continued to engage in a pattern of deceptive conduct to cover up its lack of programmatic accreditation, when the Director falsely assured Ms. Colon and her classmates that SBI had any control over the supposedly ongoing CAAHEP accreditation process and that the students would be able to obtain jobs regardless of the accreditation outcome.

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<sup>58</sup> See *Vitolo v. Mentor H/S, Inc.*, 213 F. App'x. 16 (2d Cir. 2007) (interpreting GBL § 349) (quoting *Securitron Magnalock Corp. v. Schnabolk*, 56 F.3d 256, 264-65 (2d Cir. 1995)).

<sup>59</sup> See Assurance ¶¶ 1-43.



In fact, as CEC’s Vice President of Regulatory Review has admitted, SBI’s Non-Invasive Cardiovascular Technology program “has never been programmatically accredited.”<sup>60</sup> Yet, during the entire time Ms. Colon was enrolled at SBI, SBI’s website never disclosed the Non-Invasive Cardiovascular Technology program’s lack of accreditation. In fact, it suggested the opposite. For example, around the time Ms. Colon first enrolled, SBI’s website advertised the Non-Invasive Cardiovascular Technology program as an “exciting . . . career training program,” “designed to prepare students for entry-level jobs in the healthcare field that may involve . . . [p]erforming non-invasive cardiovascular procedures,” and made no mention of the lack of accreditation.<sup>61</sup> The website was updated in March 2008 to disclose, for the first time, that SBI “[could not] guarantee that graduates will be eligible to take certification exams at all or at any specific time.”<sup>62</sup> Even still, the website made no mention of the fact that the program lacked CAAHEP accreditation. Even with the updated website, then, and for the entire time that Ms. Colon was enrolled at SBI, SBI was in violation of the Federal Trade Commission (FTC) requirement that when a vocational school “offers courses or programs of instruction that are not accredited, all advertisements or promotional materials pertaining to those courses or programs, and making reference to the accreditation of the school, should clearly and conspicuously disclose that those particular courses or programs are not accredited.”<sup>63</sup> Similarly, SBI violated the federal regulatory requirement that higher education institutions refrain from making “false, erroneous or misleading statements concerning . . . [t]he particular type(s), specific source(s), nature and extent of [their] institutional, programmatic, or specialized accreditation.”<sup>64</sup>

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<sup>60</sup> See E-mail from Jill A. DeAtley, Vice President of Regulatory Review, Career Educ. Corp. (Aug. 19, 2013) [Glick Decl. Ex. C]. SBI’s archived websites also make clear that SBI-New York lacks CAAHEP accreditation. See, e.g., *Accreditation and Certification*, SANFORD-BROWN (Apr. 2, 2010), <http://web.archive.org/web/20100402035756/http://www.sanfordbrown.edu/About-Us/Accreditation-And-Certification> (not listing SBI’s New York campus as among CAAHEP-accredited programs) [Glick Decl. Ex. D]; *Accreditation and Certification*, SANFORD-BROWN (Jan. 11, 2011), <http://web.archive.org/web/20110111064842/http://www.sanfordbrown.edu/About-Us/Accreditation-And-Certification> (same) [Glick Decl. Ex. E]; *Accreditation and Licensure*, SANFORD-BROWN (Nov. 6, 2013), <http://web.archive.org/web/20131106061316/http://www.sanfordbrown.edu/About-Us/Accreditation-And-Certification> (not listing SBI’s New York campus as among CAAHEP-accredited Cardiovascular Sonography/Technology programs) [Glick Decl. Ex. F].

<sup>61</sup> See *Non-Invasive Cardiovascular Technology*, SANFORD-BROWN (Oct. 23, 2006), <https://web.archive.org/web/20061023183826/http://www.sbnewyork.com/programs/cardiovascular.asp> [Glick Decl. Ex. G]; *Non-Invasive Cardiovascular Technology*, SANFORD-BROWN (Aug. 17, 2007), <https://web.archive.org/web/20070817072236/http://www.sbnewyork.com/programs/cardiovascular.asp> [Glick Decl. Ex. H].

<sup>62</sup> See *Non-Invasive Cardiovascular Technology*, SANFORD-BROWN (Mar. 19, 2008), <https://web.archive.org/web/20080319002138/http://www.sanfordbrown.edu/campus/59/programs.asp?map=18> [Glick Decl. Ex. I].

<sup>63</sup> See 16 C.F.R. § 254.3(a)(1) (2005) (version in effect at the time of SBI’s misrepresentations to Ms. Colon).

<sup>64</sup> See 34 C.F.R. § 668.72(a).



Moreover, the limited “disclosure” that SBI did provide to Ms. Colon was itself highly deceptive and misleading. For example, SBI claimed — in direct contradiction to the OAG’s and Senate HELP Report’s conclusions — that “programmatic accreditation is not required for employment in most cases.”<sup>65</sup> SBI also explained only in general terms that several of its programs were “not currently programmatically accredited,”<sup>66</sup> and failed to disclose “clearly and conspicuously,”<sup>67</sup> as the OAG requires, that Ms. Colon’s specific program, in Non-Invasive Cardiovascular Technology at the New York campus, lacked programmatic accreditation. The “disclosure” template provided to Ms. Colon presumably would fail to satisfy the terms of the Assurance that CEC is now enjoined to follow, to prevent future violations of the GBL.<sup>68</sup> In any event, New York’s highest court has unequivocally held that an inadequate disclaimer is insufficient to defeat a GBL claim where oral representations contradict the substance of the disclosure.<sup>69</sup>

The OAG found, consistent with Ms. Colon’s experience, that SBI’s disclosures about programmatic accreditation were misleading,<sup>70</sup> and misleading in a way that violated the GBL. According to the OAG, SBI’s “graduates faced a ‘Catch 22’” in that “most employers viewed certification as a requirement for employment, but graduates were ineligible for certification until they obtained one year of employment.”<sup>71</sup>

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<sup>65</sup> See SBI, “Accreditation/Certification Information” (June 26, 2006) [Glick Decl. Ex. J].

<sup>66</sup> See *id.*

<sup>67</sup> See Assurance p. 31.

<sup>68</sup> Assurance ¶ 37, p. 31 (emphasis added); see *id.* p. 31 (requiring that CEC “clearly and conspicuously” disclose to all prospective students: if a program lacks programmatic accreditation; that graduates of such programs “are not able to sit for certain qualifying exams typically necessary for employment immediately upon graduation or are unable to become registered, licensed, or otherwise credentialed, as applicable, due to the program’s or institution’s lack of accreditation[;] and that such registration, license, or other credential is typically necessary for employment”).

<sup>69</sup> See *Gaidon v. Guardian Life Ins. Co. of Am.*, 94 N.Y. 2d 330, 345 (1999) (GBL standard is whether, considering a defendant’s overall course of deception along with any “disclaimers,” “reasonable consumers would be misled in a material way”).

<sup>70</sup> According to the OAG, SBI, among other CEC institutions, “failed to adequately disclose to prospective and current students that” its health services programs, including the Cardiovascular Sonography program attended by Ms. Colon, “[1] were not programmatically accredited; [2] that graduates of these unaccredited programs could not sit for certain qualifying exams typically necessary for employment upon graduation, and [3] that graduates’ inability to sit for these exams could negatively affect their employment opportunities.” Assurance ¶¶ 32–33. SBI’s failure “to provide clear and conspicuous disclosures concerning the programmatic accreditation status of SBI programs on its websites” constituted an additional GBL violation. *Id.* ¶¶ 34–37, 43.

<sup>71</sup> See *id.* ¶ 32; accord S. HELP REP. 103, 106–08.

The OAG’s conclusion — that SBI’s misrepresentation of its programmatic accreditation violated the GBL — is consistent with judicial conclusions in similar circumstances. Courts have unanimously held that ultrasound schools’ misrepresentations about programmatic accreditation violate consumer protection statutes, and in particular, constitute materially misleading representations. For example, New Jersey’s appellate court has held that a graduate of an ultrasound program stated a cause of action for the violation of a consumer protection statute when: (1) a school not accredited by CAAHEP failed to disclose that graduates could not sit for an ARDMS examination; and (2) the school’s dean told a student during her course of study that “she did not need to worry about” ARDMS certification until after graduation.<sup>72</sup> The court held that such “affirmative misrepresentations . . . satisf[ie]d the criteria for materiality” under the relevant consumer protection statute.<sup>73</sup> Similarly, a California Court of Appeal upheld a judgment for fraud against an ultrasound school director who informed students that upon completion of a non-CAAHEP-accredited program, they would be able to “obtain positions as ultrasound technicians” and be eligible to take and pass the ARDMS exam.<sup>74</sup> Scores of cases are in accord.<sup>75</sup>

The OAG’s conclusion is also consistent with federal law. Specifically, the FTC’s Guides for Private Vocational and Distance Education Schools similarly provides that an institute of higher education carries out “deceptive” conduct when it “misrepresent[s], directly or indirectly, the extent or nature of . . . accreditation by an accrediting agency or association.”<sup>76</sup> New York courts, in turn, follow the FTC’s interpretations as a persuasive guide to determine which deceptive acts and practices violate New York’s GBL.<sup>77</sup>

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<sup>72</sup> *Suarez v. E. Int’l Coll.*, 50 A.3d 75, 80 (N.J. Super. Ct. App. Div. 2012).

<sup>73</sup> *See id.* at 90.

<sup>74</sup> *See Chen v. Instit. of Med. Educ.*, No. 1-11-cv205651, 2014 WL 5409153, at \*10 (Cal. Ct. App. Oct. 24, 2014).

<sup>75</sup> *See, e.g., Illinois v. Alta Colls., Inc.*, No. 14-c-3786, 2014 WL 4377579 (N.D. Ill. Sept. 4, 2014) (denying motion to dismiss consumer protection claims based on allegations, *inter alia*, that school falsely informed students that it was accredited); *Rodi v. S. New Eng. Sch. of Law*, 389 F.3d 5, 14 (1st Cir. 2004) (“actionably misleading” for a school official to mislead a student to believe that the school could guarantee the outcome of an external accreditation process); *Cullen v. Whitman Med. Corp.*, 188 F.R.D. 226 (E.D. Pa. 1999) (certifying consumer protection class claims brought by UDS students unable to obtain work or sit for the ARDMS exam because UDS lacked CAAHEP accreditation); *Cavaliere v. Duff’s Bus. Instit.*, 605 A.2d 397, 404 (Pa. Super. Ct. 1992) (recognizing cause of action where a “school has asserted that it is accredited or licensed . . . and it is later discovered that this is false”); *Malone v. Acad. of Court Reporting*, 582 N.E.2d 54, 58–59 (Ohio Ct. App. 1990) (“recogniz[ing] . . . that an action for misrepresentation would lie for untrue or misleading statements about accreditation”).

<sup>76</sup> 16 C.F.R. § 254.3(a) (2005).

<sup>77</sup> *See, e.g., People ex rel. Spitzer v. Applied Card Systems, Inc.*, 805 N.Y.S.2d 175, 178 (3d Dep’t 2005) (citing *Oswego Laborers’ Local 214 Pension Fund v. Marine Midland Bank, N.A.*, 85 N.Y.2d 20, 26 (1995)).

## **B. SBI Violated New York's GBL by Misleading Ms. Colon About Its Job Placement Assistance**

SBI further violated the GBL when it misled Ms. Colon about the job placement assistance it would provide and the types of jobs she supposedly was guaranteed to find, and failed to provide the job placement assistance that might have enabled Ms. Colon to obtain employment in her field notwithstanding the fact that SBI lacked the necessary accreditation. SBI materially misrepresented to Ms. Colon the job placement assistance it would provide, and her likelihood of obtaining a job in her field of study.

First, before she enrolled, an SBI representative informed Ms. Colon that she “would definitely get a job as a sonographer” when she graduated from SBI, and that she would earn \$50,000 to \$60,000 annually in that job.<sup>78</sup> Second, SBI’s Director falsely claimed that Ms. Colon’s and her classmates’ externships would lead to permanent jobs in the ultrasound field. Finally, SBI provided virtually none of the job placement assistance it had promised; what little assistance it did provide came only at Ms. Colon’s insistence and in the form of a single referral to a physician with a dubious reputation.

SBI’s misconduct toward Ms. Colon is typical of its business model as a whole. For example, notwithstanding its lack of programmatic accreditation, at the time of Ms. Colon’s enrollment, SBI’s website touted as among the “Top Ten” reasons for attending SBI both: 1) “Career Placement Assistance with healthcare industry contacts to help Sanford-Brown students with professional career development and job opportunities” and 2) “**Have the opportunity to gain industry-current job skills to help make you marketable and employable in the healthcare or medical field.**”<sup>79</sup>

These practices are materially misleading. Ms. Colon attended SBI precisely because she reasonably believed, based on SBI’s representations, that SBI’s program would allow her to advance her career in the medical field. During her tenure as a student, SBI perpetuated the impression that her sonography certificate would lead to a permanent job. But SBI’s promised job placement assistance never materialized — in retrospect, perhaps unsurprisingly, in light of the fact that SBI knew the certificate was virtually meaningless given SBI’s lack of programmatic accreditation.

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<sup>78</sup> See Colon Aff. ¶ 28.

<sup>79</sup> See *Top Ten Reasons to attend SBI New York*, SANFORD-BROWN (Oct. 23, 2006), <http://web.archive.org/web/20061023183837/http://www.sbnewyork.com/topten.asp> (emphasis in the original) [Glick Decl. Ex. K].

The OAG, moreover, has already found that similar misconduct by CEC, including at SBI campuses, violates the GBL.<sup>80</sup> As the OAG has explained, “[s]tudents choose to attend CEC and select particular programs at CEC in order to improve their employment opportunities. Accordingly,” the OAG found, representations to students about job outcomes and job “placement rate[s] is an important factor in students’ decision to enroll in and complete CEC programs.”<sup>81</sup>

Indeed, proprietary schools such as SBI are permitted to participate in the Title IV loan program only on the condition that such institutions comply with all statutory and regulatory requirements,<sup>82</sup> including that they “provide[] an eligible program of training to prepare students for gainful employment in a recognized occupation.”<sup>83</sup> For that reason, federal regulations prohibit an institution of higher education from making “false, erroneous or misleading statements concerning . . . [t]he institution’s plans to maintain a placement service for graduates or otherwise assist its graduates to obtain employment[, and t]he institution’s knowledge about the current or likely future conditions, compensation, or employment opportunities in the industry or occupation for which the students are being prepared.”<sup>84</sup>

### **C. SBI Violated New York’s GBL by Misleading Ms. Colon About The Transferability of SBI’s Credits**

Finally, SBI violated the GBL by deceiving Ms. Colon about the transferability of SBI’s credits. SBI representatives misled Ms. Colon that she could transfer her credits toward an associate degree program at another institution. Such misrepresentations by CEC — the OAG has already found — constitute violations of the GBL.<sup>85</sup>

Contrary to SBI’s representations to Ms. Colon, SBI’s credits were not transferrable to most public and non-profit degree granting educational institutions, because those institutions are

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<sup>80</sup> See Assurance ¶¶ 19–22, 43.

<sup>81</sup> See *id.* ¶ 20.

<sup>82</sup> See 34 C.F.R. § 668.14(a), (b)(1).

<sup>83</sup> See 20 U.S.C. § 1002(b)(1)(A)(i). Each of SBI’s job-placement-related deceptive practices individually — and certainly taken as a whole — also violate the FTC’s Guidelines. See 16 C.F.R. § 254.4(a)(3) (2005) (providing that it is “deceptive” for a proprietary school to “[m]isrepresent the availability of employment while the student is undergoing instruction or the role of the school in providing or arranging for such employment”); *id.* § 254.4(d) (“deceptive” for a proprietary school to “misrepresent . . . the availability of employment after graduation from a course of training, the success that the member’s graduates have realized in obtaining such employment, or the salary that the member’s graduates will receive in such employment”).

<sup>84</sup> See 34 C.F.R. § 668.74(b), (c).

<sup>85</sup> See Assurance ¶¶ 38–40, 43.

“regionally, rather than nationally, accredited.”<sup>86</sup> CEC, in contrast, was nationally accredited. Thus, as the OAG has explained, “credits earned at CEC’s nationally-accredited schools are generally not transferrable to public and non-profit degree-granting educational institutions.”<sup>87</sup> And as the OAG has found, corroborating Ms. Colon’s own experience, “CEC enrollment representatives fail to adequately disclose to prospective students that credits earned at CEC’s nationally-accredited programs are unlikely to be accepted by most regionally accredited public non-profit degree granting educational institutions.”<sup>88</sup>

Both the FTC’s and the U.S. Department of Education’s regulations alike recognize that proprietary schools engage in materially misleading conduct when they deceive students about the transferability of credits. For example, the FTC recognizes that a proprietary school acts deceptively when the school “[m]isrepresent[s] that students successfully completing a course or program of instruction can transfer the credit to an accredited institution of higher education.”<sup>89</sup> And a higher education institution violates the Higher Education Act when it makes “false, erroneous or misleading statements concerning . . . [w]hether a student may transfer course credits earned at the institution to any other institution.”<sup>90</sup>

#### **D. Ms. Colon Suffered Injury as a Result of SBI’s Materially Misleading and Deceptive Acts**

Ms. Colon’s injury from SBI’s misconduct takes several forms.

First and foremost, based on SBI’s misrepresentations,<sup>91</sup> Ms. Colon enrolled in, and decided to remain enrolled at, SBI, which drew down approximately \$14,838 in Stafford loans in Ms. Colon’s name in 2006 and 2007. Despite the payments Ms. Colon has already made, that amount, including interest, has since ballooned to an outstanding federal loan balance for Ms. Colon of \$22,130.96.<sup>92</sup>

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<sup>86</sup> *See id.* ¶ 38.

<sup>87</sup> *See id.*

<sup>88</sup> *See id.* ¶ 39.

<sup>89</sup> *See* 16 C.F.R. § 254.3(a)(3) (2005).

<sup>90</sup> *See* 34 C.F.R. § 668.72(b)(1).

<sup>91</sup> Although “reliance is not an element of a [GBL] section 349 claim,” *see Stutman*, 95 N.Y.2d at 29, the fact that Ms. Colon did rely on SBI’s misrepresentations establishes that in her case, SBI’s “‘material deceptive act[s]’ caused [her] injury,” *see id.* Other students may be able to establish causation and injury under the GBL, and accordingly, defenses to repayment, notwithstanding their lack of reliance.

<sup>92</sup> *See* Colon Aff. Ex. D (Navient Statement).

Second, given the extraordinary cost of SBI's program, Ms. Colon was also forced to take out additional private loans to cover that portion of tuition that exceeded maximum annual federal loan allowances,<sup>93</sup> and to cover living expenses when she had to quit her job to complete required externships. With interest, that separate loan balance now totals \$29,284.13.

Third, SBI's deceptive course of conduct about its lack of programmatic accreditation induced Ms. Colon to enroll in its program, rather than an accredited program, and thereby prevented Ms. Colon from obtaining a job in her chosen field of study. While SBI was enriched by the student loans disbursed at Ms. Colon's expense, Ms. Colon was left stymied in her efforts to advance in her career, and remains employed in the same career, medical billing, as before she became indebted to SBI. Had SBI not lured Ms. Colon into its unscrupulous program, she could have invested her time in a course of study at an accredited institution. This non-pecuniary harm, attributable to SBI's deceptive and illegal practices, is another form of injury under New York law.<sup>94</sup>

Moreover, as discussed throughout this request, in 2013, the OAG made findings concerning CEC's "repeated violations" of the GBL, including at SBI's New York location, based on SBI's deceptions about its lack of programmatic accreditation, its misleading disclosures about job placement, and its deceptive statements about the transferability of SBI credits.<sup>95</sup> Pursuant to the OAG's Assurance of Discontinuance with CEC, SBI graduates such as Ms. Colon who had enrolled in SBI's programs lacking programmatic accreditation and met other qualifications were entitled to receive restitution from a limited fund.<sup>96</sup> Ms. Colon in fact received \$3,094.93 from that fund, as very limited and partial restitution for SBI's wrongdoing. Her qualification for restitution under the OAG's Assurance with SBI's parent company reinforces that she was in fact injured by SBI's misconduct.

In light of the foregoing, in all practical senses, Ms. Colon's degree is practically worthless. The difference between what she was promised and what she actually obtained as a result of attending SBI is cognizable under the GBL.<sup>97</sup>

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<sup>93</sup> CEC has acknowledged that the Department of Education's "maximum annual borrowing limits with respect to Stafford Loans . . . are generally less than the tuition costs" at its schools. *See* Career Educ. Corp., Annual Report (Form 10-K) (Feb. 28, 2008), *available at* <https://www.sec.gov/Archives/edgar/data/1046568/000119312508041800/d10k.htm>.

<sup>94</sup> *See Stutman*, 95 N.Y.2d at 29 (both pecuniary and non-pecuniary harm satisfy the GBL's injury requirement).

<sup>95</sup> *See Assurance* ¶¶ 1–43.

<sup>96</sup> *See Assurance* pp. 35–37.

<sup>97</sup> A plaintiff suffers compensable injury under section 349 when his or her "expectations were actually not met" in a consumer transaction. *Gaidon v. Guardian Life Ins. Co. of Am.*, 96 N.Y.2d 201, 212 (2001). In New York, plaintiffs "adequately allege . . . injury or damage" under section 349 where they "have



### III. Ms. Colon Has a Complete Defense to the Repayment of Her FFELP Loans

SBI lured Ms. Colon into enrolling on false pretenses; prolonged her enrollment through repeated material misrepresentations; and left her with a worthless certificate. Under federal law and the terms of her MPN, and given SBI's relationship with the lender for Ms. Colon's FFELP loans, Ms. Colon has a complete defense to the repayment of her FFELP loans based on SBI's violations of New York law.

#### A. Federal Regulations and the Mastery Promissory Note Establish Ms. Colon's Right to a Defense to Repayment Based on SBI's Misconduct

For decades, the Department has recognized the Secretary's "long-standing authority to relieve [a] borrower of his or her obligation to repay a loan on the basis of an act or omission of the borrower's school."<sup>98</sup> Consistent with that authority, Congress also squarely contemplated that under these circumstances, borrowers such as Ms. Colon would not be required to repay their FFELP loans. Pursuant to the Higher Education Amendments of 1992, "Congress . . . directed the Secretary to develop a 'Common Guaranteed Student Loan Application Form and Promissory Note' specifying the contractual terms governing [FFELP] student loans, and to study the possibility of permitting students to raise fraud-based state law defenses against repayment of student loans."<sup>99</sup> Directly in response to Congress's directive, "the Secretary prepared a common promissory note and included in it a provision modeled on the FTC Holder Rule that was directed specifically at lenders affiliated with for-profit schools."<sup>100</sup>

That promissory note provides:

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers applicants to the lender, or that is affiliated with the lender by common control, contract or business

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alleged that they each were induced to part with [thousands of dollars] in tuition by defendant's alleged misrepresentations of fact and/or unfulfilled promises" about the value of educational programs. *Enzinna*, 946 N.Y.S.2d 66, at \*4; *see also Brown v. Hambric*, 638 N.Y.S.2d 873, 877 (Yonkers City Ct. 1995) (plaintiff sufficiently alleged injury under section 349 where she paid hundreds of dollars "for educational services" that defendant represented would "provide the training and education necessary to become a professional travel agent," when in fact it did not).

<sup>98</sup> *See* 60 Fed. Reg. 37,768, 37,769 (July 21, 1995) (quoting 59 Fed. Reg. 42,646, 42,649 (Aug. 18, 1994)) (discussing FFELP loans).

<sup>99</sup> *See Armstrong v. Accrediting Council for Continuing Educ. & Training, Inc.*, 168 F.3d 1362, 1365 (D.C. Cir. 1999) (citing Pub. L. No. 102-325)); *see also* 60 Fed. Reg. 37,768, 37,769.

<sup>100</sup> *See Armstrong*, 168 F.3d at 1365.

arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the School.<sup>101</sup>

Federal regulations codify this Master Promissory Note language and provide that any entity

holding a [FFELP] loan is subject to all claims and defenses that the borrower could assert against the school with respect to that loan if—

- (1) The loan was made by the school or a school-affiliated organization;
- (2) The lender who made the loan provided an improper inducement, as described in paragraph (5)(i) of the definition of Lender in § 682.200(b), to the school or any other party in connection with the making of the loan;
- (3) The school refers borrowers to the lender; or
- (4) The school is affiliated with the lender by common control, contract, or business arrangement.<sup>102</sup>

Federal law and regulations governing defenses to repayment of Direct Loans based on schools' violations of state or federal law also inform the availability of a defense to Ms. Colon's repayment of her FFELP loans under these circumstances.<sup>103</sup> And the Secretary recently confirmed that a Direct Loan borrower may assert a defense to repayment even when the loan is not delinquent. In a letter to several Senators, including Elizabeth Warren, dated August 4, 2014, concerning Corinthian Colleges, Secretary Duncan wrote, "[A] borrower who is not in default can also assert a claim that the loan is not legally enforceable on the basis of a claim against the school. To do so, the borrower should present the claim to the servicer handling the Direct Loan for the Department."<sup>104</sup>

As thoroughly described above, Ms. Colon has demonstrated the requisite misconduct by SBI that entitles her to a defense to the repayment of her federal loans.<sup>105</sup> The affidavits of Ms. Colon

<sup>101</sup> See "Application and Promissory Note," subsection "Governing Law and Notices" (attachment to "Dear Colleague" letter (Apr. 16, 1993)) (emphasis added) [Glick Decl. Ex. L].

<sup>102</sup> See 34 C.F.R. § 682.209(g); see also Letter from Acting Asst. Sec'y Whitehead to Congressman Stephen Solarz (May 19, 1988) (explaining the Department's longstanding position that even before the 1992 Higher Education Act amendments, "[i]f a loan is not legally enforceable, it is not reinsurable by the Department") [Glick Decl. Ex. M].

<sup>103</sup> See 20 U.S.C § 1087e(h); 34 C.F.R. § 685.206(c).

<sup>104</sup> Letter from Sec'y Duncan to Sen. Warren, at 4 (Aug. 4, 2014). The Direct Loan regulations are also persuasive given that in other contexts, the Secretary has explained the absence of a regulation under the FFEL loan program does not mean that FFEL loans are not subject to state law defenses to repayment. See 71 Fed. Reg. 45,666, 45,676–77 (Aug. 9, 2006) (discussing identify theft false certification discharge). Moreover, the Department has explained that the "Direct Loan regulations are intended to ensure that institutions participating in the FFEL and Direct Loan programs have a similar potential liability." See 60 Fed. Reg. 37,768, 37,769.

<sup>105</sup> See 34 C.F.R. § 682.209(g); 34 C.F.R. § 685.206(c).



and her counsel, and the exhibits thereto, including the Assurance of Discontinuance between OAG and CEC, all point unmistakably to SBI's conduct that renders her FFELP loans unenforceable.

As the Department has recognized, a “borrower is not required to sue or obtain a judgment against [a] school in order to assert [a] claim against the school as a defense to repayment.”<sup>106</sup> Even so, Ms. Colon's claims are all the stronger given the OAG's definitive findings regarding CEC's misconduct. The Department has also explained that a “borrower or class of borrowers who obtain a judgment against a school upholding a claim can more readily establish that claim as a defense to repayment.”<sup>107</sup> Here, the Assurance stands in lieu of a judgment, and represents the OAG's determination — and CEC's acquiescence to that determination — that CEC had violated New York law.<sup>108</sup>

### **B. CEC's Relationship with Sallie Mae Entitles Ms. Colon to Invoke the Holder Rule**

As set forth above, there are four independent scenarios under which a FFELP borrower such as Ms. Colon is entitled, under federal law and the Master Promissory Note, to assert, against any current loan holder, a claim that the borrower could assert directly against the school.<sup>109</sup> Each of those four scenarios is satisfied here.

Most evidently, SBI “referred [Ms. Colon] to the lender” of her FFELP loans (and incidentally, her private loans), Sallie Mae, pursuant to a preferred lender relationship.<sup>110</sup> As

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<sup>106</sup> Letter from Sec'y Duncan to Sen. Warren, at 4 (Aug. 4, 2014).

<sup>107</sup> *Id.*

<sup>108</sup> New York decisional law supports the proposition that, even absent an express admission of wrongdoing, a duly executed Assurance of Discontinuance serves to prove, “as a matter of law,” that acts set forth in the AOD constitute violations of the law. *Geiger v. Town of Greece*, No. 07 Civ. 6066, 2007 WL 4232717, at \*6 (W.D.N.Y. Sept. 4, 2007); *see also Millenium Partners, L.P. v. Select Ins. Co.*, 24 Misc. 3d 212, 218 (Sup. Ct. N.Y. Cty. 2009) (finding AOD not “susceptible to any other interpretation” than that the defendant violated the law in question). The very authority of the OAG to enter into the Assurance with CEC is predicated on the conduct identified, and in the future restrained, being illegal. The OAG is authorized by New York Executive Law, in lieu of prosecuting a civil action or proceeding as authorized by any law of the state, to “accept an assurance of discontinuance of any act or practice in violation of such law *from any person engaged or who has engaged in any such act or practice.*” N.Y. Exec. Law § 63(15) (emphasis added). Although CEC was not required to concede its liability under the AOD, *see* Assurance p. 14 (setting forth that CEC “neither admits nor denies OAG's Findings”), CEC agreed not to challenge, contest, or otherwise contradict that the OAG's findings were supported by the evidence, *see id.* p. 39 (preventing CEC from “denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis”).

<sup>109</sup> *See* 34 C.F.R. § 682.209(g).

<sup>110</sup> *See id.* § 682.209(g)(3); FFELP Federal Stafford Loan MPN (July 8, 2006) [Glick Decl. Ex. N].

stated in her affidavit, when Ms. Colon filled out her financial aid paperwork in 2006, SBI chose the FFELP lender for Ms. Colon, and did not permit her any opportunity to select the lender.<sup>111</sup> And as the Department has unambiguously explained — consistent with the plain text of the regulation — “the Holder Rule applies where a school recommends a particular lender.”<sup>112</sup>

Moreover, the safe harbor provision that may be available in some situations, when a “lender has a good-faith belief that [there was] no recommendation” by the school of a particular lender, has no applicability here.<sup>113</sup> As the Department has also explained, “a lender that sends the school promotional material regarding its lending activity would have good reason to believe that loan applications it receives from that school were the result of school recommendation,” and therefore no “good-faith belief” that no school recommendation occurred.<sup>114</sup> The following facts vitiate any possibility that Sallie Mae could have such a good-faith belief.

Around the time that SBI chose Sallie Mae as the lender for Ms. Colon’s loans, Sallie Mae widely touted that its “sales force, which works with financial aid administrators on a daily basis, [was] the largest in the industry,” and that schools’ “financial aid office[s]” were Sallie Mae’s “primary marketing point-of-contact” for its lending activity, especially at “for-profit schools.”<sup>115</sup>

Unsurprisingly, given Sallie Mae’s aggressive marketing activity, CEC’s schools included Sallie Mae on their preferred lender list. In fact, in 2007, following an investigation of CEC’s and other institutions’ lending practices, the OAG and the Office of the Illinois Attorney General jointly determined that Sallie Mae and another lender had paid more than \$21,000 to CEC, while those lenders were on CEC’s preferred lender list, in violation of New York’s GBL and Illinois consumer protection statutes.<sup>116</sup> The Attorneys General explained that CEC’s misconduct, by

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<sup>111</sup> See Colon Aff. ¶ 30 & Exs. A & D (showing NSLDS data, including lender information). The successor in interest to Ms. Colon’s original FFELP lender is “Deutsche Bank ELT Navient & SLM Trusts.” See *id.* Ex. A. As an eligible lender trustee (ELT), Deutsche Bank acts as a trustee to Navient and SLM, successors in interest to Sallie Mae. See, e.g., 20 U.S.C. § 1085(d)(7).

<sup>112</sup> U.S. Dep’t of Educ., *Overview: Federal Trade Commission (FTC) Holder Rule*, at 3 (July 2, 1993) [hereinafter “*Overview: Holder Rule*”] [Glick Aff., Ex. O].

<sup>113</sup> See *id.*

<sup>114</sup> See *id.*

<sup>115</sup> See SLM Corp., Annual Report 12 (10-K) (Mar. 1, 2007), available at <http://www.sec.gov/Archives/edgar/data/1032033/000095013307000881/w30676e10vk.htm>. Sallie Mae pointed to the fact that its “FFELP and private originations at for-profit schools have grown faster than at traditional higher education schools due to enrollment trends as well as [its] increased market share of lending to these institutions.” *Id.*

<sup>116</sup> *In re Career Educ. Corp.*, Agreement on Code of Conduct ¶ 14 (Apr. 16, 2007), available at [http://www.illinoisattorneygeneral.gov/pressroom/2007\\_04/Agreement%20CEC%20Final.pdf](http://www.illinoisattorneygeneral.gov/pressroom/2007_04/Agreement%20CEC%20Final.pdf) [Glick Decl. Ex. P]; Ill. Att’y Gen., *Madigan Announces Student Loan Agreements – Schools to Adopt New College Code of Conduct* (Apr. 23, 2007), [http://www.illinoisattorneygeneral.gov/pressroom/2007\\_04/20070423.html](http://www.illinoisattorneygeneral.gov/pressroom/2007_04/20070423.html) [Glick Decl. Ex. Q]; Sam

accepting Sallie Mae's donation, came amidst "industry-wide" misconduct involving schools "neglect[ing] to make clear that borrowers have a right to select the Stafford Loan . . . lender of their choice."<sup>117</sup> Similarly, CEC soon thereafter acknowledged that the "majority of non-recourse private loans received by" CEC students in 2005 to 2007 "were provided by" Sallie Mae.<sup>118</sup>

Nor was CEC's preferred-lender-relationship misconduct isolated to New York and Illinois. The Bureau of Consumer Protection of the Office of Attorney General in Pennsylvania, for example, also determined that another of CEC's campuses improperly used a preferred lender list, and among other consumer protection violations, "rushed students through the loan financing process."<sup>119</sup>

Given Sallie Mae's status as a preferred lender, its sophisticated marketing campaign to schools including CEC, and its payments to CEC, it would strain credulity that Sallie Mae "had no direct communication with" CEC "about loan availability," such that Sallie Mae could have a "good-faith belief" that the loan applications it received from CEC on behalf of Ms. Colon and other applicants "were not the result of a school recommendation."<sup>120</sup>

Moreover, in light of the well-documented business relationship between CEC and Sallie Mae, Ms. Colon satisfies each of the other three independent avenues for invoking the Holder Rule. First, given Sallie Mae's donations to CEC around the time SBI chose Sallie Mae as Ms. Colon's lender, Sallie Mae "provided an improper inducement . . . to the school."<sup>121</sup> Second, for the same reasons, SBI and Ms. Colon's lender were "affiliated . . . by . . . business arrangement."<sup>122</sup> Finally, on the same facts, Sallie Mae constitutes a "school-affiliated organization," such that Ms. Colon's FFELP loans were "made by . . . a school-affiliated organization."<sup>123</sup>

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Dillon, *In U.S. Absence, States Take Lead in Student Loan Cases*, N.Y. TIMES (Apr. 24, 2007), <http://www.nytimes.com/2007/04/24/education/24loans.html>.

<sup>117</sup> Agreement on Code of Conduct ¶ 8.

<sup>118</sup> See Career Educ. Corp., Annual Report 20 (Form 10-K) (Feb. 28, 2008).

<sup>119</sup> See *id.* at 108; *PA Attorney General Corbett Announces \$200,000 Settlement in Lehigh Valley College Probe; Funds Will Support New Statewide Education Program for Consumer Credit Issues* (Feb. 20, 2008), <http://www.prnewswire.com/news-releases/pa-attorney-general-corbett-announces-200000-settlement-in-lehigh-valley-college-probe-funds-will-support-new-statewide-education-program-for-consumer-credit-issues-57034552.html> [Glick Decl. Ex. R].

<sup>120</sup> Cf. *Overview: Holder Rule*, at 3.

<sup>121</sup> See 34 C.F.R. § 682.209(g)(2).

<sup>122</sup> *Id.* § 682.209(g)(4).

<sup>123</sup> See *id.* § 682.209(g)(1).

Ms. Colon has satisfied each of the four independent criteria of a school-lender affiliation, as a prerequisite to invoking the Holder Rule. SBI's misconduct therefore stands as a bar to the enforceability of her FFELP loans.

#### IV. Conclusion

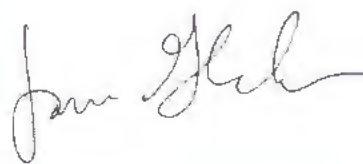
For the foregoing reasons, Ms. Colon has established and corroborated causes of action against SBI for its numerous GBL violations. She accordingly requests that, in accordance with federal law and the terms of her Master Promissory Note, Navient and/or the Department recognize her complete defense to the repayment of her student loans, and immediately and permanently cease any attempt to collect on these loan obligations. Ms. Colon further requests that Navient and/or the Department: reimburse her for amounts already paid (voluntarily or involuntarily) towards these unenforceable and invalid student loans; restore her ability to receive federal student aid; and remove any negative reports associated with her SBI student loans from the reports of any consumer credit reporting agency. Finally, Ms. Colon requests that the Department initiate proceedings against CEC to recoup amounts nullified under her loan obligations as a consequence of this request.<sup>124</sup>

Thank you for your attention to this matter. Should you have any questions, please contact me or my colleague as listed below. If I do not receive any communication from you within thirty days, I shall consider your non-response a constructive denial and shall pursue an appeal accordingly.

Sincerely,



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(212) 613-5000 ext. 5429

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<sup>124</sup> See 60 Fed. Reg. 37,768, 37,769; see also 34 C.F.R. § 685.206(c)(3). Given the Senate HELP Committee's and the OAG's investigations and subsequent findings, CEC has long had notice of the facts underlying Ms. Colon's claims. For the fiscal year ending December 31, 2014, CEC reported revenue of \$741,358,000, 78 percent of which (or \$578,259,240) derived from Title IV funds. For the fiscal year ending December 31, 2013, CEC reported revenue of \$839,681,000, 78 percent of which (or \$654,951,180) derived from Title IV funds. For the fiscal year ending December 31, 2012, CEC reported revenue of \$1,019,903,000, 80 percent of which (or \$815,922,400) derived from Title IV funds. See Career Educ. Corp., Annual Report 58, 81 (Form 10-K) (Mar. 3, 2015), available at <http://www.sec.gov/Archives/edgar/data/1046568/000119312515075170/d824438d10k.htm>.



**AFFIDAVIT OF YVETTE COLON**

State of New York            )  
  ) s.s.:  
County of New York         )

I, Yvette Colon, currently residing at [REDACTED] New York, NY 10029,  
being duly sworn, depose and say:

1. I submit this Affidavit in support of my asserted defense to repayment of my student loans, obtained to pay for my attendance at Sanford-Brown Institute, New York, New York (“SBI”).

2. I attended SBI from 2006 to 2008 and graduated with a certificate in Non-Invasive Cardiovascular Technology.

3. In addition to a \$75 application fee, the first year tuition was \$17,000, and the second year tuition was \$12,750.

4. I paid for my attendance at SBI with a combination of federal and private loans. Specifically, in September 2006, I took out approximately \$6,625 in federal loans, and in August 2007, I took out approximately \$8,233 in federal loans.

5. Because SBI’s tuition far exceeded the maximum annual borrowing limit for federal Stafford loans, I also took out a considerable additional amount in private student loans. To the best of my knowledge, I borrowed those private loans through Sallie Mae.

6. I was born in New York on [REDACTED].

7. After I graduated from high school, I attended Manhattan Community College for less than one year. I studied nursing.

8. I left school when I got a full-time job at Memorial Sloan Kettering Cancer Center. I was a unit secretary, working on the breast cancer and orthopedic floors.

9. I very much liked working in the medical field, and decided to pursue additional credentials. I attended Mandl School, and obtained a certificate in Medical Assisting in about 1985.

10. After I obtained this certificate, Mandl assisted in placing me in a job as a Medical Assistant, with Dr. Jacobsen, who had an OBGYN private practice in New York. I worked for him for many years. As a Medical Assistant, I took patient vital signs and collected labs. I also assisted Dr. Jacobsen in clinical functions such as biopsies, pap smears, and Doppler monitoring, and conducted filing and paperwork tasks.

11. When Dr. Jacobsen retired in approximately 1990, I went back to Memorial Sloan Kettering, and worked in the Social Work Department.

12. I subsequently left the medical field for several years, to run my own business. When my business began to fail, around 1998, I went back to the medical field.

13. I obtained a job with a radiologist, Dr. Weinburger, as a receptionist.

14. This job exposed me to sonography, which is the field of taking radiographic images for diagnostic purposes.

15. I wanted to become a cardiac sonographer, to advance my career in the medical field. I spoke with a sonographer at Dr. Weinburger's office, Donna, who encouraged me to pursue this dream.

16. Donna initially encouraged me to go to New York University ("NYU") to study sonography, because they had a good program.

17. When I looked into the program at NYU, I learned that they did not offer any evening classes. This meant that I would have to quit my job in order to go to school. This was

not a possibility for me. My mother had recently passed away, and I was working to support my father.

18. I learned that a school called Ultrasound Diagnostic School (“UDS”), located in Manhattan, offered evening classes in sonography. In March 2004, I met with a recruiter at UDS and then began the enrollment process.

19. I was initially set to begin classes in the fall of 2004, but because of family health issues and personal obligations, I delayed my enrollment until those issues resolved.

20. In 2006, I had the time once again to commit to pursue the necessary training for a career in sonography. I went back to UDS to finalize the enrollment paperwork I had filled out a couple of years earlier.

21. A representative explained to me that the school was now known as Sanford-Brown Institute. The representative told me that the contract I had signed with UDS was now null and void, and that I would need to sign a new contract. Also, the tuition had gone up by \$6,830.

22. I told the SBI representative I would think about whether I still wanted to enroll.

23. I mentioned to my co-worker, Donna, that I was considering enrolling at SBI. She immediately responded that I should be careful because not all schools are accredited. Donna told me that I had to make sure that the school was properly accredited, because if it was not, I would have trouble finding a job in my field of study.

24. Before finally deciding to enroll at SBI, I went back to ask SBI to ask whether the program was accredited for cardiac sonography. An SBI representative said, “Oh yes, we are accredited.” She pointed to a plaque on the wall, which had the word “accredited” on it.

25. Based on SBI's assurances about accreditation, I signed up to attend SBI, to obtain a certificate in Non-Invasive Cardiovascular Technology. Because I was in the evening program, the course would take two years to complete.

26. Had I known that SBI was in fact not programmatically accredited, I would never have decided to make the tremendous time and financial investment to enroll.

27. When I went back to pick up my schedule, I met with another SBI representative to complete my financial aid paperwork.

28. I asked this SBI representative what the salary range for sonography graduates was, and he told me it was \$50,000 to \$60,000. He emphasized that once I graduated, I would definitely get a job as a sonographer.

29. Had I known that SBI's lack of accreditation meant it was virtually impossible for me to obtain work as a sonographer, I definitely would not have enrolled.

30. SBI did not give me any opportunity to select the lender for my student loans. The financial aid representative just gave me a pile of forms and told me to sign them. To the best of my knowledge, SBI chose the lender for my loans.

31. Toward the end of my first year of classes at SBI, around the spring of 2007, I heard that those in the class above me were having trouble sitting for the licensure exam in sonography, which was necessary to get a job.

32. Some of my classmates asked Naoufel Brahmi, Director of the Cardiovascular Technology program at SBI about these rumors. Dr. Brahmi came into our class and assured us that we had nothing to worry about. He said that the school was going through the process of accreditation, and that my class would not be affected because the accreditation would be in place by the time we graduated and sat for the exam. He also said that we would all get jobs



from our externships, and that after one year we would be able to take the state exam, regardless of what happened with SBI's accreditation.

33. There were about twenty students in my evening class, and we all decided to continue at SBI based on what Dr. Brahmi said.

34. Had I known that the Director was not telling the truth about SBI's accreditation status and process, and about our chances of obtaining employment, I would not have continued into the second year of the program.

35. When it came time to do the externship part of my program, I had to quit my day job, because evening externship placements were not available.

36. I did an externship for three months at NYU, and for three months at the Veterans Affairs ("VA") Hospital on 23<sup>rd</sup> Street.

37. Mine was the first group of externs that NYU took from SBI. My supervisor at NYU was named Anthony, and he was not happy with SBI as a school. He felt that my classmates and I had not received appropriate training. He corrected us and guided us on basic techniques, and instructed us on how to use NYU's sonography machines, which were newer and different than the ones we trained on at SBI.

38. I noticed that the students who were studying at NYU were more competent. Their program was a full-time, two-year program, and they received much more hands-on instruction in the hospital, rather than in the classroom. The SBI students were trying to make up for all of that hands-on training during our externships.

39. After my class, NYU stopped receiving externs from SBI.

40. Neither I nor any of my classmates got a job from our externships at NYU. I learned from Anthony that NYU decided to hire students from NYU's own program and determined that SBI students were not as well-trained.

41. Neither I nor any of my classmates obtained a job from our externships at the VA hospital. I later heard from the supervisor of my externship at the VA Hospital that the Hospital didn't think that SBI had a very good reputation, and was considering discontinuing its externship program with SBI.

42. I graduated from my program at SBI in April 2008.

43. I called SBI frequently to ask whether they had job leads and opportunities.

44. When nothing materialized, I called and emailed Dr. Brahmi about the fact that SBI's job placement assistance was so awful.

45. Because of the pressure I put on SBI, someone from SBI eventually arranged a phone interview for me with a medical office. The doctor who interviewed me asked me nothing except my salary expectations. I thought that was very strange and had a bad feeling about the doctor. I later met other students who worked briefly for that doctor before quitting, because they were forced to work twelve hour days at low pay, with no lunch break.

46. That distressing interview was the only one that SBI helped me find.

47. In addition, I applied to several sonography positions on my own. Employers asked me if I had a license, and unfortunately, I had to answer no. I did not get any callbacks.

48. About a month after graduating, I registered for the sonography licensing exam administered by the American Registry for Diagnostic Medical Sonography ("ARDMS"). I filled out all of the paperwork and sent it in, along with a \$140 check for the registration fee.

49. About one month later, I received my check back in the mail, along with a letter from ARDMS explaining that I did not qualify to sit for the exam under “prerequisite 2,” which provides for graduates of properly accredited sonography programs to take the exam, because I had not supplied the required documentation. But I had submitted my SBI certificate, a letter from SBI, and the other paperwork that was called for.

50. I called the telephone number listed on the letter to obtain more information. I was told that I did not qualify based on my SBI certificate, but that I could qualify otherwise, if I had a Bachelor’s Degree or one year of work experience as a sonographer. I had neither.

51. I was furious. I felt that I was in a catch-22. By this time, I had obtained a position doing medical billing at Memorial Sloan Kettering. To this day, I’m still working in that job.

52. When I attended SBI, I was told that our credits would transfer to an Associate Degree program. Later, in the summer of 2008, when I attempted to register at Borough of Manhattan Community College for an Associate Degree program, I learned that none of my SBI credits would transfer because SBI did not have the right accreditation.

53. I wrote a complaint to the Better Business Bureau about SBI because I felt that I had been defrauded. I was promised that SBI would help me find work as a sonographer; that the school was accredited; and that my credits would transfer. None of these promises was true.

54. Nothing came of my complaint to the Better Business Bureau.

55. I received a letter from the New York State Attorney General in 2013 about SBI. The letter said that I could apply for restitution, because the school had misled me and others in my position about the accreditation of the sonography program.

56. I applied for restitution and received \$3,094.93.

57. I currently owe about \$22,130.96 on my federal student loans. I also owe about \$29,284.13 in private student loans, which I borrowed to pay part of my tuition, and to cover my living expenses during the time that I was doing my externship at SBI, since I had to quit my job in order to do the externship.

58. My federal and private loans are currently serviced by Navient. My account number is [REDACTED]

59. I would not have attended SBI if I had known that it was not properly accredited. I also was misled about the number of graduates who were placed in jobs, my ability to get a job as a sonographer after finishing the certificate program, and the transferability of credits.

60. I would gladly exchange my certificate from SBI for cancellation of my student loans. The certificate is useless to me. I learned a few things at SBI, which make it easier when, in my private life, I need to speak with doctors. But besides that, I did not get anything from the program.

61. When I see people on the subway holding SBI literature, I go out of my way to warn them not to enroll and to explain how SBI misled and defrauded me.

62. Attached as Exhibit A is a true and correct copy of a summary of my federal loan disbursement history, from the National Student Loan Data System.

63. Attached as Exhibit B is a true and correct copy of my SBI certificate.

64. Attached as Exhibit C is a true and correct copy of ARDMS's letter, dated July 31, 2008.

65. Attached as Exhibit D is a true and correct copy of a summary of my recent loan balance, from Navient's website.

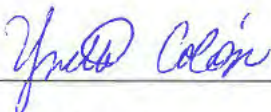
**WHEREFORE:**

I acknowledge that any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. § 1097;

I certify that I will provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department that I meet the qualifications for defense to repayment of my student loans.

I certify that, if my defense is successful, upon request I will provide assistance and cooperation to the U.S. Department of Education in any proceedings or enforcement actions against the school related to my defense or the conduct asserted herein;

I **CERTIFY**, under penalty of perjury, that all of the information I have provided on this form and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

  
\_\_\_\_\_  
Yvette Colon  
2/27/15

Sworn to before me this 27<sup>th</sup> day of

February, 2015

  
\_\_\_\_\_  
NOTARY PUBLIC

**SIRRAH KARIMA HARRIS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02HA6292419**  
**Qualified in Queens County**  
**My Commission Expires November 04, 2017**



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FEDERAL STUDENT AID™

National Student Loan Data System (NSLDS) for Stu

NSLDS is a repository of information from many sources. Changes to the data are made by these sources. Collecting the data into one central location such as NSLDS gives you convenience and saves you time. If for any reason you disagree with the information reported to NSLDS, please contact one or more of the sources of your data listed on the detail pages on this site. The Department is also available as a resource at 1-800-4FED-AID if you need additional assistance. Your comments and corrections will help improve the services NSLDS provides.

Aid Summary for YVETTE COLON

Your enrollment status is GRADUATED , effective 04/29/2008.



MyStudentData  
Download

		Loans					
	Type of Loan	Loan Amount	Loan Date	Disbursed Amount	Canceled Amount	Outstanding Principal	Outstanding Interest
1	STAFFORD SUBSIDIZED	\$4,348	08/14/2007	\$4,348	\$0	\$8,066	\$50
2	STAFFORD UNSUBSIDIZED	\$3,865	08/14/2007	\$3,865	\$0	\$5,722	\$84
3	STAFFORD UNSUBSIDIZED	\$4,000	09/08/2008	\$4,000	\$0	\$6,277	\$03
4	STAFFORD SUBSIDIZED	\$2,825	08/08/2008	\$2,825	\$0	\$3,863	\$54
5	SUPPLEMENTAL LOAN (SLB)	\$2,600	08/26/1985	\$2,600	\$0	\$0	\$0
Total STAFFORD SUBSIDIZED						\$8,731	\$144
Total STAFFORD UNSUBSIDIZED						\$11,999	\$187
Total SUPPLEMENTAL LOAN (SLB)						\$0	\$0
Total All Loans						\$21,730	\$331

Information contained on these pages reflects the most current data in the NSLDS database. The data contained on this site is for general information purposes and should not be used to determine eligibility, loan payoffs, overpayment status, or tax reporting. Please consult the Financial Aid Officer at your school or the specific holder of your debts for further information.

## MyStudentData

File Source:U.S. DEPARTMENT OF EDUCATION, NATIONAL STUDENT LOAN DATA SYSTEM  
(NSLDS)  
File Request Date:2015-02-25-16.23.26.299  
Student First Name:YVETTE  
Student Middle Initial:  
Student Last Name:COLON  
Student Street Address 1:  
Student Street Address 2:  
Student City:  
Student State Code:  
Student Country Code:  
Student Zip Code:  
Student Email Address:  
Student Home Phone Country Code:  
Student Home Phone Number:  
Student Home Phone Preferred:  
Student Cell Phone Country Code:  
Student Cell Phone Number:  
Student Cell Phone Preferred:  
Student Work Phone Country Code:  
Student Work Phone Number:  
Student Work Phone Preferred:  
Student SULA MEP Program School Name:  
Student SULA MEP Program Enrollment Status:  
Student SULA MEP Program CIP Title:  
Student SULA MEP Program Credential Level:  
Student SULA MEP Program Begin Date:  
Student SULA MEP Program Length In Years:0.0  
Student SULA Maximum Eligibility Period:0.0  
Student SULA Subsidized Usage Period:0.0  
Student SULA Remaining Eligibility Period:0.0  
Student Enrollment Status:GRADUATED  
Student Enrollment Status Effective Date:04/29/2008  
Student Total All Loans Outstanding Principal:\$21,730  
Student Total All Loans Outstanding Interest:\$458  
Student Pell Lifetime Eligibility Used:0.000%  
Student Total All Grants:\$0  
Total STAFFORD SUBSIDIZED Outstanding Principal:\$9,731  
Total STAFFORD SUBSIDIZED Outstanding Interest:\$201  
Total STAFFORD UNSUBSIDIZED Outstanding Principal:\$11,999  
Total STAFFORD UNSUBSIDIZED Outstanding Interest:\$257  
Total SUPPLEMENTAL LOAN (SLS) Outstanding Principal:\$0  
Total SUPPLEMENTAL LOAN (SLS) Outstanding Interest:\$0  
Loan Type:STAFFORD SUBSIDIZED  
Loan Award ID:  
Loan Attending School Name:SANFORD-BROWN COLLEGE - SANFORD-BROWN INSTITUTE - NEW YORK  
Loan Attending School OPEID:02116011  
Loan Date:08/14/2007  
Loan Repayment Begin Date:10/30/2008  
Loan Period Begin Date:08/20/2007  
Loan Period End Date:04/30/2008  
Loan Amount:\$4,348  
Loan Disbursed Amount:\$4,348  
Loan Canceled Amount:\$0  
Loan Canceled Date:  
Loan Outstanding Principal Balance:\$6,068  
Loan Outstanding Principal Balance as of Date:01/31/2015  
Loan Outstanding Interest Balance:\$125  
Loan Outstanding Interest Balance as of Date:01/31/2015  
Loan Interest Rate Type:FIXED  
Loan Interest Rate:4.50%  
Loan Repayment Plan Begin Date:  
Loan Repayment Plan Scheduled Amount:  
Loan Confirmed Subsidy Status:  
Loan Subsidized Usage in Years:  
Loan Reaffirmation Date:  
Loan Status:RP

## MyStudentData

Loan Status Description:IN REPAYMENT  
 Loan Status Effective Date:01/31/2014  
 Loan Status:FB  
 Loan Status Description:FORBEARANCE  
 Loan Status Effective Date:11/18/2010  
 Loan Status:FB  
 Loan Status Description:FORBEARANCE  
 Loan Status Effective Date:11/18/2009  
 Loan Status:FB  
 Loan Status Description:FORBEARANCE  
 Loan Status Effective Date:11/18/2008  
 Loan Status:RP  
 Loan Status Description:IN REPAYMENT  
 Loan Status Effective Date:10/30/2008  
 Loan Status:IG  
 Loan Status Description:IN GRACE PERIOD  
 Loan Status Effective Date:04/30/2008  
 Loan Status:IA  
 Loan Status Description:LOAN ORIGINATED  
 Loan Status Effective Date:08/14/2007  
 Loan Disbursement Date:05/19/2008  
 Loan Disbursement Amount:\$2,174  
 Loan Disbursement Date:10/12/2007  
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 Loan Contact Name:NAVIENT SOLUTIONS, INC.  
 Loan Contact Street Address 1:220 LASLEY AVE  
 Loan Contact Street Address 2:  
 Loan Contact City:WILKES-BARRE  
 Loan Contact State Code:PA  
 Loan Contact Zip Code:18706  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Lender  
 Loan Contact Name:DEUTSCHE BANK ELT NAVIENT & SLM TRUSTS  
 Loan Contact Street Address 1:11600 SALLIE MAE DR,DEB SOUTHERLAND  
 Loan Contact Street Address 2:  
 Loan Contact City:RESTON  
 Loan Contact State Code:VA  
 Loan Contact Zip Code:201930000  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Guaranty Agency  
 Loan Contact Name:EDUCATIONAL CREDIT MANAGEMENT CORP  
 Loan Contact Street Address 1:1 IMATION PLACE  
 Loan Contact Street Address 2:BUILDING 1  
 Loan Contact City:OAKDALE  
 Loan Contact State Code:MN  
 Loan Contact Zip Code:55128  
 Loan Contact Phone Number:888-221-3262  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Type:STAFFORD UNSUBSIDIZED  
 Loan Award ID:  
 Loan Attending School Name:SANFORD-BROWN COLLEGE - SANFORD-BROWN INSTITUTE - NEW YORK  
 Loan Attending School OPEID:02116011  
 Loan Date:08/14/2007  
 Loan Repayment Begin Date:10/30/2008  
 Loan Period Begin Date:08/20/2007  
 Loan Period End Date:04/30/2008  
 Loan Amount:\$3,865  
 Loan Disbursed Amount:\$3,865



## MyStudentData

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 Loan Outstanding Interest Balance:\$127  
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 Loan Interest Rate:6.80%  
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 Loan Repayment Plan Scheduled Amount:  
 Loan Confirmed Subsidy Status:  
 Loan Subsidized Usage in Years:  
 Loan Reaffirmation Date:  
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 Loan Status Description:IN REPAYMENT  
 Loan Status Effective Date:01/31/2014  
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 Loan Disbursement Date:10/12/2007  
 Loan Disbursement Amount:\$1,933  
 Loan Contact Type:Current Servicer  
 Loan Contact Name:NAVIENT SOLUTIONS, INC.  
 Loan Contact Street Address 1:220 LASLEY AVE  
 Loan Contact Street Address 2:  
 Loan Contact City:WILKES-BARRE  
 Loan Contact State Code:PA  
 Loan Contact Zip Code:18706  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Lender  
 Loan Contact Name:DEUTSCHE BANK ELT NAVIENT & SLM TRUSTS  
 Loan Contact Street Address 1:11600 SALLIE MAE DR,DEB SOUTHERLAND  
 Loan Contact Street Address 2:  
 Loan Contact City:RESTON  
 Loan Contact State Code:VA  
 Loan Contact Zip Code:201930000  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Guaranty Agency  
 Loan Contact Name:EDUCATIONAL CREDIT MANAGEMENT CORP  
 Loan Contact Street Address 1:1 IMATION PLACE  
 Loan Contact Street Address 2:BUILDING 1  
 Loan Contact City:OAKDALE  
 Loan Contact State Code:MN  
 Loan Contact Zip Code:55128  
 Loan Contact Phone Number:888-221-3262

## MyStudentData

Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Type:STAFFORD UNSUBSIDIZED  
 Loan Award ID:  
 Loan Attending School Name:SANFORD-BROWN COLLEGE - SANFORD-BROWN INSTITUTE - NEW YORK  
 Loan Attending School OPEID:02116011  
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 Loan Period Begin Date:08/14/2006  
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 Loan Status:RP  
 Loan Status Description:IN REPAYMENT  
 Loan Status Effective Date:01/31/2014  
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 Loan Status Effective Date:10/30/2008  
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 Loan Status Description:LOAN ORIGINATED  
 Loan Status Effective Date:09/08/2006  
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 Loan Disbursement Date:09/12/2006  
 Loan Disbursement Amount:\$2,000  
 Loan Contact Type:Current Servicer  
 Loan Contact Name:NAVIENT SOLUTIONS, INC.  
 Loan Contact Street Address 1:220 LASLEY AVE  
 Loan Contact Street Address 2:  
 Loan Contact City:WILKES-BARRE  
 Loan Contact State Code:PA  
 Loan Contact Zip Code:18706  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
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 Loan Contact Web Site Address:  
 Loan Contact Type:Current Lender  
 Loan Contact Name:DEUTSCHE BANK ELT NAVIENT & SLM TRUSTS  
 Loan Contact Street Address 1:11600 SALLIE MAE DR,DEB SOUTHERLAND  
 Loan Contact Street Address 2:  
 Loan Contact City:RESTON

## MyStudentData

Loan Contact State Code:VA  
 Loan Contact Zip Code:201930000  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Guaranty Agency  
 Loan Contact Name:EDUCATIONAL CREDIT MANAGEMENT CORP  
 Loan Contact Street Address 1:1 IMATION PLACE  
 Loan Contact Street Address 2:BUILDING 1  
 Loan Contact City:OAKDALE  
 Loan Contact State Code:MN  
 Loan Contact Zip Code:55128  
 Loan Contact Phone Number:888-221-3262  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Type:STAFFORD SUBSIDIZED  
 Loan Award ID:  
 Loan Attending School Name:SANFORD-BROWN COLLEGE - SANFORD-BROWN INSTITUTE - NEW YORK  
 Loan Attending School OPEID:02116011  
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 Loan Interest Rate Type:FIXED  
 Loan Interest Rate:4.50%  
 Loan Repayment Plan Begin Date:  
 Loan Repayment Plan Scheduled Amount:  
 Loan Confirmed Subsidy Status:  
 Loan Subsidized Usage in Years:  
 Loan Reaffirmation Date:  
 Loan Status:RP  
 Loan Status Description:IN REPAYMENT  
 Loan Status Effective Date:01/31/2014  
 Loan Status:FB  
 Loan Status Description:FORBEARANCE  
 Loan Status Effective Date:11/18/2010  
 Loan Status:FB  
 Loan Status Description:FORBEARANCE  
 Loan Status Effective Date:11/18/2009  
 Loan Status:FB  
 Loan Status Description:FORBEARANCE  
 Loan Status Effective Date:11/18/2008  
 Loan Status:RP  
 Loan Status Description:IN REPAYMENT  
 Loan Status Effective Date:10/30/2008  
 Loan Status:IG  
 Loan Status Description:IN GRACE PERIOD  
 Loan Status Effective Date:04/30/2008  
 Loan Status:IA  
 Loan Status Description:LOAN ORIGINATED  
 Loan Status Effective Date:09/08/2006  
 Loan Disbursement Date:04/20/2007  
 Loan Disbursement Amount:\$1,312  
 Loan Disbursement Date:09/12/2006  
 Loan Disbursement Amount:\$1,313  
 Loan Contact Type:Current Servicer  
 Loan Contact Name:NAVIENT SOLUTIONS, INC.

MyStudentData  
 Loan Contact Street Address 1:220 LASLEY AVE  
 Loan Contact Street Address 2:  
 Loan Contact City:WILKES-BARRE  
 Loan Contact State Code:PA  
 Loan Contact Zip Code:18706  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Lender  
 Loan Contact Name:DEUTSCHE BANK ELT NAVIENT & SLM TRUSTS  
 Loan Contact Street Address 1:11600 SALLIE MAE DR,DEB SOUTHERLAND  
 Loan Contact Street Address 2:  
 Loan Contact City:RESTON  
 Loan Contact State Code:VA  
 Loan Contact Zip Code:201930000  
 Loan Contact Phone Number:888-272-5543  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Contact Type:Current Guaranty Agency  
 Loan Contact Name:EDUCATIONAL CREDIT MANAGEMENT CORP  
 Loan Contact Street Address 1:1 IMATION PLACE  
 Loan Contact Street Address 2:BUILDING 1  
 Loan Contact City:OAKDALE  
 Loan Contact State Code:MN  
 Loan Contact Zip Code:55128  
 Loan Contact Phone Number:888-221-3262  
 Loan Contact Phone Extension:  
 Loan Contact Email Address:  
 Loan Contact Web Site Address:  
 Loan Type:SUPPLEMENTAL LOAN (SLS)  
 Loan Award ID:  
 Loan Attending School Name:MANDL SCHOOL  
 Loan Attending School OPEID:00740100  
 Loan Date:09/26/1985  
 Loan Repayment Begin Date:03/02/1986  
 Loan Period Begin Date:09/01/1985  
 Loan Period End Date:03/31/1986  
 Loan Amount:\$2,500  
 Loan Disbursed Amount:\$2,500  
 Loan Canceled Amount:\$0  
 Loan Canceled Date:  
 Loan Outstanding Principal Balance:\$0  
 Loan Outstanding Principal Balance as of Date:08/05/1996  
 Loan Outstanding Interest Balance:\$0  
 Loan Outstanding Interest Balance as of Date:08/05/1996  
 Loan Interest Rate Type:FIXED  
 Loan Interest Rate:12.00%  
 Loan Repayment Plan Begin Date:  
 Loan Repayment Plan Scheduled Amount:  
 Loan Confirmed Subsidy Status:  
 Loan Subsidized Usage in Years:  
 Loan Reaffirmation Date:  
 Loan Status:DP  
 Loan Status Description:DEFAULTED, PAID IN FULL  
 Loan Status Effective Date:08/05/1996  
 Loan Status:DX  
 Loan Status Description:DEFAULTED, SIX CONSECUTIVE PAYMENTS  
 Loan Status Effective Date:11/09/1995  
 Loan Status:DU  
 Loan Status Description:DEFAULTED, UNRESOLVED  
 Loan Status Effective Date:10/31/1986  
 Loan Disbursement Date:10/28/1985  
 Loan Disbursement Amount:\$2,500  
 Loan Contact Type:Current Lender  
 Loan Contact Name:FLEET NATIONAL BANK/GOLDMMAN SACHS  
 Loan Contact Street Address 1:100 SECOND AVE S STE 400-S TOWER

MyStudentData

Loan Contact Street Address 2:  
Loan Contact City:ST PETERSBURG  
Loan Contact State Code:FL  
Loan Contact Zip Code:337160000  
Loan Contact Phone Number:  
Loan Contact Phone Extension:  
Loan Contact Email Address:  
Loan Contact Web Site Address:  
Loan Contact Type:Current Guaranty Agency  
Loan Contact Name:USA FUNDS, INC.  
Loan Contact Street Address 1:P.O. BOX 6180  
Loan Contact Street Address 2:  
Loan Contact City:INDIANAPOLIS  
Loan Contact State Code:IN  
Loan Contact Zip Code:462066180  
Loan Contact Phone Number:  
Loan Contact Phone Extension:  
Loan Contact Email Address:  
Loan Contact Web Site Address:

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*Be it known to all who are interested in the Allied Health Sciences, that*

# *Yvette Colon*

*Has successfully completed the comprehensive course  
Non-Invasive Cardiovascular Technology*

*In recognition of this accomplishment, this*

## *Certificate*

*Has been awarded with honors this 29<sup>th</sup> Day April 2008*

*Administered by*

*Sanford-Brown Institute*

*New York City, New York Campus*



*Nisre England*  
\_\_\_\_\_  
School President

*Joseph (John) Brown*  
\_\_\_\_\_  
VP of Academic Affairs

From: unknown Page: 23/52 Date: 2/23/2015 8:36:53 AM



ARDMS  
The globally recognized standard  
of excellence in sonography

Yvette Colon  
[REDACTED]  
New York, NY 10029

July 31, 2008

Dear Yvette Colon:

After careful review of your application, it is necessary to inform you that you are not currently eligible to sit for an ARDMS examination at this time. In order to apply under Prerequisite 2, you must have submitted the following:

- Copy of diploma from ultrasound/vascular program or an official transcript.
- Original letter signed by program director and/or medical director indicating date of graduation or successful completion of the program. Program directors must use the mandatory formatted sample letter, available at [www.ARDMS.org/templateletter](http://www.ARDMS.org/templateletter) and shown on page 9 of the 2008 application booklet.
- The clinical verification (CV) form is not required if the application is submitted and received in the ARDMS office within one year after successful completion of the program. Otherwise, an original signed and completed CV form for each appropriate specialty area(s) must be submitted. CV forms are available online at [www.ARDMS.org/cv](http://www.ARDMS.org/cv).

At this time, you have not submitted all of the requisite documentation needed to complete the processing of your application.

Your application cannot be approved without all required documentation. A refund check in the amount of \$140.00 is enclosed. A non-refundable processing fee, as specified in the ARDMS applications booklet, has been withheld for each examination. Please note that when you reapply, you will be considered a first-time applicant, and you will need to submit all documentation and fees. If you have any questions regarding your eligibility for future examinations, please feel free to contact Registrant Services at the number listed below.

Sincerely,

Registrant Services Department  
Certification Processing Specialist  
800-541-9754

cc: Applicant File



APPLY FOR A NEW LOAN

MY ACCOUNT

WELCOME  
YVETTE  
LOGOUT

MY LOANS

MAKE PAYMENT

CHANGE PAYMENT

CUSTOMER SUPPORT

Form 1098-E statements are available via Print Statements and Documents under the Customer Support menu. [Learn more!](#)

**▲ NEEDS IMMEDIATE ATTENTION**

You have missed 19 payment(s). You may pay all of your loans by selecting Quick Pay or pay your loans individually via the following links: Private Loans and Federal Loans.

You have 3 message(s) [View all message\(s\)](#)

NOTE: This notification is an attempt to collect a debt and information obtained will be used for that purpose.

**Loan Summary**

Learn how your payments are allocated and applied.

	Loans Balance	Payment Due	Pay all of your loans in once
<b>GRAND TOTAL</b>	<b>\$51,415.09</b>	<b>\$5,181.22</b>	<b>▶ QUICK PAY</b>

**PRIVATE LOANS**

**TAKE ACTION ON YOUR LOANS**

Visit our FAQs for info on how to make payments, credit reporting, and how to contact us.

Loan Name	Loan Balance	Current Interest Rate	Payment Due	Past Due	Payment Due Date
Signature Student Loan -3187	\$13,235.46	7.25%	\$ 3,502.27	\$3,390.90	01/17/2015 ▲
<b>TOTAL</b>	<b>\$13,235.46</b>		<b>\$ 3,502.27</b>	<b>\$3,390.90</b>	
Signature Student Loan -3189	\$18,048.87	7.25%	\$ 1,404.92	\$1,237.15	01/17/2016 ▲

The Smart Option Student Loan. Get Started Sallie Mae® | Navient<sup>SM</sup>

<b>TOTAL</b>	<b>\$18,048.87</b>		<b>\$ 1,404.92</b>	<b>\$1,237.15</b>
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[▶ Pay Private Loans](#)

**FEDERAL LOANS**

**TAKE ACTION ON YOUR LOANS**

Visit our FAQs for info on how to make payments, credit reporting, and how to contact us.

Loan Name	Loan Balance	Current Interest Rate	Payment Due	Past Due	Payment Due Date
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Navient - Integrated Account Summary

<b>Stafford 1-02</b>	\$3,729.08	6.8%	\$42.83	\$20.79	01/17/2015 ▲
<b>Stafford 1-03</b>	\$8,390.35	6.8%	\$73.38	\$35.62	01/17/2015 ▲
<b>Stafford 1-05</b>	\$6,176.87	6.8%	\$70.93	\$34.43	01/17/2015 ▲
<b>Stafford 1-06</b>	\$5,834.66	6.8%	\$66.89	\$32.47	01/17/2015 ▲
<b>TOTAL</b>	<b>\$22,130.96</b>		<b>\$254.03</b>	<b>\$123.31</b>	

For delinquency counseling see your options here. [Pay Federal Loans](#)

	Loan Balance	Payment Due	Pay all of your loans at once
<b>GRAND TOTAL</b>	<b>\$51,415.09</b>	<b>\$5,161.22</b>	<b>QUICK PAY</b>

**PENDING PAYMENTS**  
PRIVATE LOANS  
You currently do not have any pending payments

**PAYMENTS RECEIVED**  
PRIVATE LOANS

DATE	AMOUNT
11/25/2014	\$-100.00
11/26/2014	\$-100.00
10/27/2014	\$-100.00

[View transaction history](#)

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### DECLARATION OF JASON GLICK

I, Jason Glick, upon my personal knowledge, and in accordance with 28 U.S.C. § 1746, hereby declare as follows:

1. I am an attorney at the New York Legal Assistance Group (“NYLAG”). NYLAG represents Ms. Colon in connection with her student loans.

2. Exhibit A, attached, is a true and correct copy of the Assurance of Discontinuance dated August 19, 2013, between the Office of the Attorney General of the State of New York and Career Education Corporation, as downloaded from the website of the Huffington Post on August 20, 2013.

3. Exhibit B, attached, is a true and correct copy of “SPI Requirement and General Prerequisites,” as downloaded from the website of the American Registry for Diagnostic Medical Sonography on February 26, 2015.

4. Exhibit C, attached, is a true and correct copy of an e-mail from Jill DeAtley dated August 19, 2013, as received by NYLAG from Career Education Corporation’s Compliance and Ethics department on March 4, 2015 as part of Yvette Colon’s student file.

5. Exhibit D, attached, is a true and correct copy of an archived page from Sanford-Brown’s website titled “Sanford-Brown Career Training Programs - Accreditation and Certification” and dated April 2, 2010, as downloaded from the website of the Internet Archive on January 12, 2015.

6. Exhibit E, attached, is a true and correct copy of an archived page from Sanford-Brown’s website titled “Sanford-Brown Career Training Programs - Accreditation and Certification” and dated January 11, 2011, as downloaded from the website of the Internet Archive on January 12, 2015.

7. Exhibit F, attached, is a true and correct copy of an archived page from Sanford-Brown’s website titled “Sanford-Brown Career Training Programs - Accreditation & Licensure” and dated November 6, 2013, as downloaded from the website of the Internet Archive on February 27, 2015.

8. Exhibit G, attached, is a true and correct copy of an archived page from Sanford-Brown's website titled "Cardiovascular Technology Training at Sanford Brown NY" and dated October 23, 2006, as downloaded from the website of the Internet Archive on February 27, 2015.

9. Exhibit H, attached, is a true and correct copy of an archived page from Sanford-Brown's website titled "Non-Invasive Cardiovascular Technology Training New York, NY" and dated August 17, 2007, as downloaded from the website of the Internet Archive on February 27, 2015.

10. Exhibit I, attached, is a true and correct copy of an archived page from Sanford-Brown's website titled "Non-Invasive Cardiovascular Technology" and dated March 19, 2008, as downloaded from the website of the Internet Archive on February 27, 2015.

11. Exhibit J, attached, is a true and correct copy of a document titled "Accreditation/Certification Information," dated June 26, 2006, as received by NYLAG from Career Education Corporation's Compliance and Ethics department on March 4, 2015 as part of Yvette Colon's student file.

12. Exhibit K, attached, is a true and correct copy of an archived page from Sanford-Brown's website titled "Top Ten Reasons to Study at SBI" and dated October 23, 2006, as downloaded from the website of the Internet Archive on February 13, 2015.

13. Exhibit L, attached, is a true and correct copy of a "Dear Colleague" letter dated April 16, 1993 from Robert W. Evans, Director, Division of Policy Development, U.S. Department of Education, and the attachments thereto, as downloaded from the website of the National Consumer Law Center on February 20, 2015.

14. Exhibit M, attached, is a true and correct copy of a letter dated May 19, 1988 from Acting Assistant Secretary Kenneth D. Whitehead, U.S. Department of Education, to U.S. Representative Stephen J. Solarz, as downloaded from the website of the National Consumer Law Center on February 20, 2015.

15. Exhibit N, attached, is a true and correct copy of the first page of a FFELP Federal Stafford Loan Master Promissory Note dated July 8, 2006 as received by NYLAG from

Career Education Corporation's Compliance and Ethics department on March 4, 2015 as part of Yvette Colon's student file.

16. Exhibit O, attached, is a true and correct copy of a U.S. Department of Education document entitled "Overview: Federal Trade Commission (FTC) Holder Rule," dated July 2, 1993, as downloaded from the website of the National Consumer Law Center on February 20, 2015.

17. Exhibit P, attached, is a true and correct copy of the Agreement on Code of Conduct dated April 16, 2007, between the Office of the Attorney General of the State of New York and Career Education Corporation, as downloaded from the website of the Illinois Attorney General on February 27, 2015.

18. Exhibit Q, attached, is a true and correct copy of an April 23, 2007 document titled "Madigan Announces Student Loan Agreements Schools to Adopt New College Code of Conduct," as downloaded from the website of the Illinois Attorney General on February 27, 2015.

19. Exhibit R, attached, is a true and correct copy of a February 20, 2008 document titled "PA Attorney General Corbett Announces \$200,000 Settlement in Lehigh Valley College Probe; Funds Will Support New Statewide Education Program for Consumer Credit Issues," as downloaded from Lexis Nexis on February 27, 2015.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Dated: March 9, 2015  
New York, New York



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Jason Glick  
Staff Attorney/Skadden Fellow  
New York Legal Assistance Group  
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New York, New York 10004  
(212) 613-5000 x5429  
JGlick@nylag.org