

NOAH ZINNER (SBN 247581)
nzinner@heraca.org
MEGUMI TSUTSUI (SBN 299294)
mtsutsui@heraca.org
HOUSING & ECONOMIC RIGHTS
ADVOCATES
1814 Franklin Street, Suite 1040
Oakland, CA 94612
Tel.: (510) 271-8443
Fax: (510) 868-4521

EILEEN M. CONNOR (SBN 248856)
econnor@law.harvard.edu
TOBY R. MERRILL (Pro Hac Vice)
tmerrill@law.harvard.edu
JOSHUA D. ROVENGER (Pro Hac Vice)
jrovenger@law.harvard.edu
LEGAL SERVICES CENTER OF
HARVARD LAW SCHOOL
122 Boylston Street
Jamaica Plain, MA 02130
Tel.: (617) 390-3003
Fax: (617) 522-0715

Attorneys for Plaintiffs

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

MARTIN CALVILLO MANRIQUEZ, JAMAL
CORNELIUS, RTHWAN DOBASHI, and
JENNIFER CRAIG 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,

Case No.: 17-7210

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

(Class Action)

(Administrative Procedure Act Case)

Defendants.

PRELIMINARY STATEMENT

1. Named Plaintiffs Martin Calvillo Manriquez, Jamal Cornelius, Rthwan Dobashi, and Jennifer Craig borrowed federal student loans in order to attend career training programs at schools operated by Corinthian Colleges, Inc. (“Corinthian” or “CCI”). They were misled and mistreated by Corinthian, which held itself out as offering quality vocational training programs that consistently placed graduates in desired jobs. In reality, Corinthian’s schools were a sham, propped up by a series of lies. Its marketing campaigns targeted people who were in urgent need of employment. Like so many of their classmates, Named Plaintiffs incurred substantial debt to attend a Corinthian program that wasted their time and provided no value.

2. Each of the Named Plaintiffs has submitted an application for loan discharge to the Defendants, Elisabeth DeVos, Secretary of the United States Department of Education, and the Department of Education. In recognition of substantial evidence of Corinthian’s illegal conduct and falsification of job placement rate data it widely published, the Department determined that Named Plaintiffs and others who borrowed money for specific Corinthian programs during specified time periods are entitled to have their federal student loans discharged. The Department created a short, simple attestation form for students to use to apply for and receive a discharge. It then broadly publicized this rule and engaged in extensive efforts to notify the borrowers of the availability of relief.

3. Prior to January 20, 2017, the Department granted full loan discharges to nearly 25,000 Corinthian borrowers pursuant to this process. However, since that date the Department has refused to process the applications of borrowers who are eligible for loan relief under this policy. In so doing, it has abandoned an established rule, and left over 110,000 former Corinthian borrowers who have applied for loan discharge in limbo. The Department does not have the discretion to take these actions in light of its well-publicized prior determination that Named Plaintiffs, and tens of thousands of other individuals victimized by the predatory Corinthian Colleges, are entitled to loan discharge upon submission of a simple attestation form.

1 4. On December 20, 2017, the Department confirmed that it had abandoned the prior
2 rule, and announced that it had adopted an “improved” rule. Now, rather than providing relief to
3 Named Plaintiffs pursuant to a clear and unambiguous process, the Department instead subjects
4 them, and others in their position, to a murky, convoluted, unfair, and irrational process designed
5 to minimize relief. This “improved” rule makes Named Plaintiffs’ legal right to loan cancellation
6 turn on a secret calculation of which they have no notice and no ability to contest or validate. This
7 new rule upsets Plaintiffs’ settled expectations, constitutes impermissible retroactive rulemaking,
8 and denies Plaintiffs the rational and fair determination of their claims required by the
9 Administrative Procedure Act and due process norms.

10 5. Moreover, the Department has prolonged and compounded the harm suffered by
11 Named Plaintiffs and others by engaging in a fundamentally illegal experiment for no legitimate
12 reason. In order to seemingly reduce the amount of loan cancellation owed to Named Plaintiffs
13 and other Corinthian borrowers, the Department has used information collected from those
14 borrowers to calculate “average earnings” of some unspecified group of former Corinthian
15 students. If an individual is part of an unspecified group of borrowers whose “average earnings”
16 (at yet another unspecified point or points in time) are “at 50 percent or more of” those of a second,
17 unspecified group of (unspecified) “peers,” that individual will be denied full cancellation and will
18 be forced to repay unaffordable and invalid loans.

19 6. The Department’s use of “average earnings” to decide individual benefits is
20 incompatible with due process and the Administrative Procedure Act. Additionally, the
21 Department has violated and will continue to violate due process and the Privacy Act by collecting,
22 without authorization and in violation of explicit statutory prohibitions, income data from the
23 Social Security Administration (“SSA”) in order to effectuate this ill-conceived scheme.
24 Perversely, the Department has gathered this information from SSA pursuant to an information
25 sharing agreement entered into for the purpose of protecting the public at large, and Named
26 Plaintiffs specifically, from predatory institutions like Corinthian.

7. Named Plaintiffs bring this lawsuit under the Administrative Procedure Act on behalf of themselves and all other individuals who took out federal Direct Loans to finance a Corinthian College program that the Department has already found unlawful, who have applied or will apply for loan discharge on that basis, and who have not obtained the relief due under the Department's prior rule. They ask the Court to declare that the Department's delay in processing their claims is unreasonable and that the Department has unlawfully withheld the benefits of its rule. They further ask the Court to mandate that the Department continue to implement its prior rule with respect to the class, and declare that the Department may not retroactively apply its new rule to Named Plaintiffs and other members of the proposed class. Finally, they ask that the Court enjoin the Department's application of its new rule because it violates the law, the constitution, and is arbitrary and capricious. In short, they ask this Court to require the Department to make good on its word.

JURISDICTION AND VENUE

8. This action arises under the Administrative Procedure Act (APA), 5 U.S.C. §§ 701-706, the Higher Education Act and its amendments, 20 U.S.C. § 1001, *et seq*, the Privacy Act and its amendments 5 U.S.C. § 552a, and the U.S. Constitution, Const. Amend. V. This Court has jurisdiction over this case as it arises under federal law. 28 U.S.C. § 1331.

9. This Court is authorized to grant the relief requested in this case pursuant to the APA, 5 U.S.C. § 706; the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202; the Mandamus Act, 28 U.S.C. § 1361; the Higher Education Act, 20 U.S.C. § 1082; and Federal Rule of Civil Procedure 23.

10. Venue is proper in this judicial district because three of the Named Plaintiffs reside in this district, and because a substantial part of the acts or omissions giving rise to the claim occurred in this judicial district. 28 U.S.C. §§ 1391(b)(2), 1391(e)(1).

INTRADISTRICT ASSIGNMENT

11. Assignment to the San Francisco/Oakland Division is appropriate because a substantial part of the events or omissions which give rise to Plaintiffs' claims occurred in this

1 division of the district. *See* Local Rule 3-2(c). Three of the Corinthian campuses where Named
 2 Plaintiffs enrolled and incurred the federal student loan debt at issue in this case were located in
 3 this division of the district and two of the Named Plaintiffs currently reside in the division of the
 4 district and have done so throughout the time period at issue in this action.

5 **PARTIES**

6 12. Plaintiff Martin Calvillo Manriquez is a resident of Oakland, located in Alameda
 7 County California.

8 13. Plaintiff Jamal Cornelius is a resident of Hercules, located in Contra Costa County,
 9 California.

10 14. Plaintiff Rthwan Dobashi is a resident of San Jose, located in Santa Clara County,
 11 California.

12 15. Plaintiff Jennifer Craig is a resident of Baldwin Park, located in Los Angeles
 13 County, California.

14 16. Defendant Elisabeth DeVos is the Secretary of Education and charged with the
 15 supervision and management of all decisions and actions of the United States Department of
 16 Education. Plaintiffs sue Secretary DeVos in her official capacity.¹

17 17. Defendant United States Department of Education is an agency of the United States
 18 within the meaning of the APA, 5 U.S.C. § 701(b)(1). It is responsible for overseeing and
 19 implementing rules for federal student aid program.

20 **ALLEGATIONS COMMON TO THE CLASS**

21 **Statutory and Regulatory Framework**

22 ***“Borrower Defense”***

23 18. The Higher Education Act of 1965 and its amendments (“HEA”) authorize the
 24 federal student financial aid program, often referred to as “Title IV.” 20 U.S.C. § 1070, *et seq.*

26 ¹ Plaintiffs allege that Secretary DeVos is responsible by statute for all official actions and
 27 activities of the Department. As such, all allegations in this Complaint against Defendant U.S.
 28 Department of Education are made equally against Defendant DeVos.

1 19. The Department is responsible for overseeing and implementing rules for Title IV
2 of the Higher Education Act, as amended, including the William D. Ford Direct Loan Program, 20
3 U.S.C. § 1087a, *et seq.*

4 20. The Department administers various Title IV programs, including the William D.
5 Ford Federal Direct Loan Program, 20 U.S.C. §§ 1087a-1087j.

6 21. Under the Direct Loan Program, the Department directly lends money to eligible
7 student borrowers for use at “participating institutions of higher education” as approved by the
8 Department.

9 22. All institutions approved by the Department to participate in Title IV programs
10 enter into a Program Participation Agreement with the Department.

11 23. The purpose of the Direct Loan Program is “to assist in making available the
12 benefits of postsecondary education to eligible students[.]” 20 U.S.C. § 1070(a).

13 24. The Direct Loan Program, like other Title IV programs, is an important source of
14 financing for individuals who otherwise would not be able to afford higher education and could
15 not meet underwriting standards of private lenders.

16 25. In 1993, Congress altered the terms and conditions of Direct Loans to allow for
17 student loan borrowers to seek cancellation of their loans on the basis of school misconduct. 103
18 P.L. 66, 107 Stat. 312 (amending Section 455(h) of the HEA). The statute directs that “the
19 Secretary shall specify in regulations which acts or omissions of an institution of higher education
20 a borrower may assert as a defense to repayment of a loan made under this part[.]” 20 U.S.C. §
21 1087e(h). Pursuant to this directive, the Secretary promulgated a regulation that permits a Direct
22 Loan borrower to assert, as a defense to repayment, “any act or omission of the school attended by
23 the student that would give rise to a cause of action against the school under applicable State law.”
24 34 C.F.R. § 685.206(c)(1). This regulation became effective July 1, 1995.

25 26. Since that time, all Direct Loans have been issued pursuant to a Master Promissory
26 Note that informs borrowers that he or she “may assert, as a defense against collection of your
27 loan, that the school did something wrong or failed to do something that it should have done,”
28

provided that “the school’s act or omission directly relates to your loan or to the educational services that the loan was intended to pay, and if what the school did or did not do would give rise to a legal cause of action against the school under applicable state law.”

27. A borrower defense relieves the borrower “of the obligation to repay all or part of the loan and associated costs and fees.” 34 C.F.R. § 685.206(c)(2). The Secretary is empowered to provide “further relief,” which may include, without limitation, “[r]eimbursement of the borrower for amounts paid toward the loan voluntarily or through enforced collection,” “[d]etermining that the borrower is not in default on the loan and is eligible to receive assistance under title IV of the Act,” and “[u]pdating reports to consumer reporting agencies to which the Secretary previously made adverse credit reports with regard to the borrower’s Direct Loan.” *Id.*

28. The 1995 borrower defense regulation governs the loans at issue in this action, consistent with the terms of those notes.

“Gainful Employment”

29. The HEA allows institutions of higher education to participate in federal student aid programs. A proprietary institution (i.e., one that is operated as a for-profit business) is eligible to participate in Title IV programs to the extent that it provides “an eligible program of training to prepare students for gainful employment in a recognized occupation[.]” 20 U.S.C. § 1002(b)(1)(A)(i); see also 20 U.S.C. § 1088(b)(1)(A)(1).

30. Vocational institutions and non-degree programs at public or nonprofit institutions may only receive Title IV funding for “gainful employment” programs as well. 20 U.S.C. § 1002(c)(1)(A).

31. The Department’s regulations set forth metrics by which it determines whether in fact a program prepares students for gainful employment. 34 C.F.R. Part 668, Subpart Q (“gainful employment regulation”). This regulation has an extensive and contested history, but in its present iteration, it establishes accountability metrics based on the ratio of student loan debt of a cohort of students from a specific program upon leaving or completing the program, to the earnings of that same cohort two years later (“D/E Metrics”). See 34 C.F.R. § 668.404. Programs that do not pass

1 the thresholds of these metrics face termination from participation in Title IV. 34 C.F.R. §
2 668.410.

3 32. The discussion of the statutory, regulatory, and statistical basis for the GE Metrics
4 occupies over two hundred pages in the Federal Register. Department of Education, Final Rule,
5 Program Integrity: Gainful Employment, 79 F.R. 64890 (Oct. 31, 2014). The purpose of the rule,
6 and the specific calculations mandated thereunder, is “to assess whether a GE program has indeed
7 prepared students to earn enough to repay their loans, or was sufficiently low cost, such that
8 students are not unduly burdened with debt, and to safeguard the Federal investment in” Title IV.
9 79 Fed. Reg. 64891.

10 33. In order to calculate the D/E Metrics, the Department requires institutions to report
11 information on an annual basis about students, including information needed to identify the student
12 and institution, the program the student attended, the total amount of private and institutional debt
13 incurred by the student, and the total amount of tuition and fees assessed against the student. 34
14 C.F.R. § 668.411. After the institution is given an opportunity to correct the list compiled by the
15 Department, the Department submits the list to the Social Security Administration (SSA). 34
16 C.F.R. § 668.405(d).

17 34. SSA returns to the Department the mean and median annual earnings of the students
18 on the list whom SSA has matched to SSA earnings data, “in aggregate and not in individual form,”
19 and “the number, but not the identities, of students on the list that SSA could not match.” Id. SSA
20 compares the social security numbers provided by the Department with earnings records in its
21 Master Earnings File (MEF), a database that includes earnings reported by employers to SSA, and
22 also by self-employed individuals to the Internal Revenue Service, which are then relayed to SSA.
23 See 79 Fed. Reg. 64950.

24 35. The Department has entered into an agreement with SSA pursuant to which this
25 information is exchanged.

26 36. The information provided by SSA to the Department must be aggregate, not
27 individual, because SSA is barred by statute from disclosing the kind of personal data that would
28

1 identify the wage earners and from disclosing their reported earnings, absent specific authorization
2 in the Internal Revenue Code. 20 U.S.C. § 6103(a).

3 37. Relatedly, Congress has barred the Department from developing, implementing, or
4 maintaining a database of personally identifiable information. 20 U.S.C. § 1015c (“Student Unit
5 Record Rule”). This prohibition exempts any database in use by the Department as of 2008, which
6 is “necessary for the operation of” Title IV. 20 U.S.C. § 1015c(b). A court ruled that a prior
7 gainful employment regulation be set aside, because it violated the student unit record prohibition
8 by expanding the scope of personal information collected and maintained in NSLDS. *Association*
9 *of Private Sector Colleges and Universities v. Duncan*, Case No. 11-1314 (D.D.C. March 19,
10 2013).

11 38. In recognition of this prohibition, the 2014 gainful employment regulation
12 restricted the scope of the data required institutions must report to the Department to only such
13 data “as needed to make a programmatic eligibility determination[.]” 79 Fed. Reg. 64976.

14 ***The Privacy Act***

15 39. Congress adopted the Privacy Act, 5 U.S.C §552a, to “protect the privacy of
16 individuals identified in information systems maintained by Federal agencies.” The Law
17 “regulate[s] the collection, maintenance, use, and dissemination of information by such agencies,”
18 in order to avoid “substantial harm, embarrassment, inconvenience, or unfairness to any individual
19 on whom information is maintained.” § 552a(e)(10).

20 40. In the 1980’s, executive agencies were increasingly sharing individuals’ personal
21 information for the purposes of deciding or verifying individual eligibility for federal benefits.
22 Congress accordingly amended the Privacy Act to regulate “computer matching” or the
23 “establishing or verifying eligibility for a Federal benefit program.” *See* Pub. Law. 100-503, *The*
24 *Computer Matching and Privacy Protection Act of 1988*.

25 41. The 1988 Amendments aimed to ensure that data was “independently verified
26 before any adverse action c[ould] be taken” against individuals and that “individuals . . . [were]
27 given notice and an opportunity to contest any findings resulting from a computer match.” To
28

1 effectuate these goals, the law sets forth concrete procedural requirements that must be taken
2 before an agency can render a federal benefits decision utilizing certain data.

3 42. These procedural requirements apply to “Matching Programs.” The Act defines a
4 “Matching Program” as “any computerized comparison of two or more automated systems of
5 records . . . for the purpose of, or continuing compliance with statutory and regulatory requirements
6 by, applicants for, recipients or beneficiaries of, participants in, or providers of services with
7 respect to, cash or in-kind assistance or payments under Federal benefit programs.” 5 U.S.C. §
8 552a(a)(8)(A).

9 43. “Federal benefit programs” include “payments, grants, loans, or loan guarantees to
10 individuals.” § 552a(12).

11 44. A “Matching Program” does not include “matches performed to produce aggregate
12 statistical data without any personal identifiers.” 5 U.S.C. § 552a(a)(8)(B). However, “to qualify
13 under this exclusion, no information resulting from the match may be produced or retained in
14 individually identifiable form or may be used in any way to affect the rights, benefits, or privileges
15 of any individual.” House Comm. on Government Operations, *Report 100-802* (July 27, 1988); 54
16 Fed. Reg. 25,818, 25,823 (June 19, 1989).

17 45. Matching Programs are subject to several procedural requirements, including the
18 following, 5 U.S.C. § 552a(o-p & r-u):

- 19 a. The agencies involved in the matching program must have entered into a written
20 agreement specifying the purpose, legal authority, and cost savings of the matching
21 program;
- 22 b. The executive department must inform applicants for a federal benefit that
23 matching programs may be used in verifying their applications;
- 24 c. The agency must notify individuals that they have the right to contest the agency’s
25 findings from the matching program before the agency takes any adverse action;
26 and,
- 27

d. The agency must report any new or revised matching program to the House Committee on Government Operations, the Senate Committee on Governmental Affairs, and the Office of Management & Budget.

46. Irrespective of whether it is utilizing a Matching Program, the Privacy Act also requires agencies to “collect information to the greatest extent practicable directly from the subject individual when the information may result in adverse determinations about an individual’s rights, benefits, and privileges under Federal programs.” 5 U.S.C. § 552a(e)(2)

47. The Privacy Act further mandates that Departments “inform each individual whom it asks to supply information, on the form which it uses to collect the information . . . the principal purpose or purposes for which the information is intended to be used.” § 552a(e)(3).

48. For disclosures not involving Matching Programs, the Privacy Act also limits when a Department may disclose information for “routine use.” § 552a(b)(3). “Routine use” means “with respect to the disclosure of a record, the use of such record for a purpose which is compatible with the purpose for which it was collected.” § 552a(a)(7). The law imposes three key requirements on routine use. First, the Department must publish in the Federal Register “each routine use of the records contained in the system, including the categories of users and the purpose of such use.” § 552a(e)(4)(D). Second, the actual use of the materials must be “compatible” with the purpose for which it was collected. § 552a(a)(7). Third, there must be actual notice of the routine use at the time the Department collects the information from the individual. § 552a(e)(3)(C).

Factual Background

Corinthian’s Serious and Repeated Misconduct as Basis for Loan Discharge

49. Corinthian Colleges, Inc. was a large for-profit college chain headquartered in California. It stands as a powerful and notorious example of a predatory for-profit college that cheated students and wasted taxpayer money.

50. A 2012 report of the United States Senate’s Health, Education, Labor and Pensions (“HELP”) Committee, entitled “For Profit Higher Education: The Failure to Safeguard the Federal

Investment and Ensure Student Success,” as well as other studies regarding for-profit colleges, have documented abusive practices by for-profit schools that include, but are not limited to:

- a. Improperly attracting students by touting inflated graduation or employment statistics, which convey an inaccurate and misleading impression of the value of the program;
- b. Employing high-pressure sales tactics to pressure students into enrolling;
- c. Providing incomplete, inaccurate, or false information about program cost and financial aid;
- d. Falsely representing that credits earned at their institution will be transferrable to other education institutions;
- e. Misrepresenting that programs will enable completers to sit for professional licensure exams or other exams that are legal or *de facto* requirements for employment in the student’s field of study; and
- f. Saddling students with debt without providing advertised career training.

51. Corinthian committed the misconduct identified by the HELP Committee Report, and more.

52. Corinthian operated schools across the country and online under the brands Everest, Heald, and WyoTech. It offered primarily certificate and associate degree programs that purported to provide training in a variety of vocations, including health care, business, criminal justice, transportation technology and maintenance, construction trades, and information technology.

53. During its peak year of 2009-10, Corinthian operated over 100 campuses in 25 states, enrolled over 110,000 students, and collected \$1.7 billion in federal student aid. Over \$500 million of this was in Pell Grants, a form of federal student aid for economically disadvantaged students.

54. The 2012 Senate HELP Report found that Corinthian’s programs were among the highest-cost of the for-profit programs examined, and that withdrawal and default rates of Corinthian students were among the highest in the for-profit sector.

55. In two examples cited by the HELP Report, a Medical Assistant diploma at Corinthian's Heald College in Fresno, California cost \$22,275. A comparable program at Fresno City College cost \$1,650. An associate degree in paralegal studies at Everest College in Ontario, California cost \$41,149, compared to \$2,392 for the same degree offered at Santa Ana College.

56. As of 2014, the population of students enrolled in Corinthian schools nationwide was 42 percent white, 35 percent African American, and 18 percent Latino. Over 70 percent of all students at Corinthian schools were female.

57. In the decade prior to its collapse, the attorneys general of twenty-three states launched investigations of and/or issued subpoenas to Corinthian concerning its predatory and deceptive recruiting and financial aid practices and their potential violation of state consumer protection laws.

58. These investigations demonstrated that Corinthian relentlessly pursued potential students—including veterans, immigrants, people of color, single parents, and first-generation college students—promising jobs and high earnings that its degrees simply did not come close to providing. In one two-week period in 2014, Corinthian spent over \$600,000 to purchase advertisements for its schools on Black Entertainment Television ("BET").

59. Internal Corinthian documents describe a marketing strategy geared toward prospective students who were "isolated," "impatient," had "low self-esteem," "few people in their lives who care about them," were "stuck," and "unable to see and plan well for the future."

60. In 2007, the Attorney General of California sued Corinthian for a "persistent pattern of unlawful conduct" in the operation of its schools in California, including the promotion of falsely inflated job placement statistics and the use of other untrue and misleading statements to induce students to enroll in Corinthian schools. The case was concluded by stipulated judgment that same year. The judgment prevented Corinthian from enrolling new students in specific programs, cancelled student debt owed directly to the school, and ordered further injunctive relief related to calculation of job placement rates.

61. The Attorney General of California again sued Corinthian in 2013 for violating California law by misrepresenting job placement rates to students, using misleading advertising, and making misrepresentations to students in order to enroll them in Corinthian programs. Following submission of proof by the California Attorney General, the court entered a default judgment against Corinthian in 2016, making multiple well-documented findings of fact that Corinthian committed systemic fraud and misrepresentation. These findings of fact included, but were not limited to:

- a. That Corinthian systematically and fraudulently induced students to enroll through “untrue and/or misleading” representations about their likely employment outcomes; and
- b. That Corinthian issued misleading “standardized disclosures for each campus related to job placement,” which were published online and given to each student in the enrollment process.

62. Also in 2013, the Massachusetts Attorney General filed suit against Corinthian for violations of Massachusetts consumer protection law, alleging that the company misrepresented the need to enroll immediately in Corinthian schools, the school’s influence and historical success in placing students in jobs, the earnings of graduates, the placement assistance provided by the school, the nature and quality of the programs offered, the transferability of credits earned at the school, the training opportunities available in school-arranged externships, and the nature and availability of financial aid.

63. The Massachusetts Attorney General’s extensive investigation of Corinthian “uncovered a program built on predation and lies,” amounting to “an unrelenting scheme to secure unaffordable federal loans from vulnerable students, without providing the education, services, or opportunities promised” and “a pervasive violation of Massachusetts law.”

64. In granting summary judgment against Corinthian and for Massachusetts, the court found Corinthian liable for violating the Massachusetts Consumer Protection Act, and ordered

1 Corinthian to pay restitution representing refunds of all costs paid by all graduates of all programs
2 offered between July 1, 2007 and June 30, 2014.

3 65. The Attorney General of Wisconsin sued Corinthian in October 2014, on the
4 grounds that the company used deceptive marketing to lure students into its Everest Institute
5 campus located in that state. The Attorney General of Wisconsin's investigation showed that
6 whereas Corinthian advertised a job placement rate of 90% and higher for its programs, some of
7 its programs had job placement rates as low as 5%, and none as high as advertised.

8 66. In 2014, the Consumer Financial Protection Bureau sued Corinthian, alleging that
9 for years, the school had induced prospective students to enroll through false and misleading
10 representations about its graduates' career opportunities and likelihood of obtaining jobs upon
11 graduation, using falsely inflated job placement statistics, among other things. In 2015, the court
12 entered a default judgment against Corinthian, which included numerous findings that Corinthian
13 engaged in unfair and deceptive acts on a widespread basis.

14 67. The Department began its investigation of Corinthian's reported placement rates in
15 January 2013.

16 68. In January 2014, the Department requested data from Corinthian to verify its
17 reported placement rates for every Corinthian location, for the calendar years 2010, 2011, 2012,
18 and (when available) 2013, including a list of all students either placed or omitted from the
19 placement calculation.

20 69. Receiving no response, in June 2014 the Department of Education placed
21 Corinthian schools on "Heightened Cash Monitoring," requiring Corinthian to wait 21 days after
22 submitting requests to draw down federal student aid funds.

23 70. In March 2015, the Department ordered Corinthian to post a letter of credit as a
24 condition of continued participation in federal student aid programs.

25 71. In April 2015, the Department fined Corinthian approximately \$30 million for
26 violating the Department's prohibition on "substantial misrepresentation," 34 C.F.R. Part 668,
27
28

subpart F, by publishing falsely inflated job placement rates in 947 separate programs at its Heald College locations. The Department explained that it:

determined that Heald College's inaccurate or incomplete disclosures were misleading to students; that they overstated the employment prospects of graduates of Heald's programs; and that current and prospective students of Heald could have relied upon that information as they were choosing whether to attend the school. Heald College provided the Department and its accreditors this inaccurate information as well.

72. In addition, the Department found that Heald paid temporary agencies to hire its graduates to work temp jobs on its own campuses for positions as short as two days, performing tasks such as moving computers and organizing cables, and counted those graduates as placed in their field of study. One Heald location classified a 2011 graduate of an accounting program as employed in the field on the basis of a food service job she started at Taco Bell years prior to enrolling. Another campus counted a graduate of its business administration program as "placed in the field" based upon a seasonal clerk position she held prior to her graduation.

73. Later that month, on April 27, 2015, Corinthian announced the closure of all of its remaining school locations.

74. In May 2015, Corinthian filed for bankruptcy under Chapter 11.

The Department's "Corinthian Job Placement Rate Rule"

75. When Corinthian closed abruptly after years of documented illegal conduct, those who borrowed federal student loans to attend a Corinthian program began to assert, in unprecedented numbers, their right to loan cancellation under the Department's borrower defense regulations and the terms of their loan notes.

76. The Department created a special process for former Corinthian students to submit a borrower defense claim, and formulated a rule to govern the adjudication of these claims.

77. Because Corinthian schools consistently misrepresented job placement rates of its programs in a manner that would give rise to a cause of action under state law—a borrower defense—the Department's rule focuses on this type of misconduct.

78. The rule (referred to herein as “Corinthian Job Placement Rate Rule”) consists of several interrelated determinations made by the Department:

- a. First, the law that is “applicable” to the borrower defense claims submitted by Corinthian borrowers, wherever they attended, is California law;
- b. Second, evidence establishes that Corinthian misrepresented job placement rates at specified campuses, respecting specified programs, during specified periods of time (“findings cohorts”);
- c. Third, any Corinthian borrower who submits a simple attestation form provided by the Department, or otherwise submits information sufficient to establish membership in a findings cohort has established a borrower defense; and
- d. Fourth, the relief available to Corinthian borrowers who establish that they are members of a findings cohort is full cancellation of outstanding amounts on related loans and return of any money collected by the Department on those loans, as a matter of California law.

79. The Corinthian Job Placement Rate Rule is consistent with prior interpretations by the Department’s Office of General Counsel (“OGC”) of the borrower defense regulation. Specifically, in applying the borrower defense rule, OGC has determined that the relief available to a borrower depends on the damages available under applicable state law for the violation of state law on which the borrower defense is predicated.

80. On information and belief, the legal basis for the Corinthian Job Placement Rate Rule is codified in legal memoranda written, approved, and relied upon by the Department, including, without limitation, a May 2015 memorandum prepared by OGC, a fine action letter prepared by Federal Student Aid’s Administrative Actions & Appeals Service Group, and an April 2015 document prepared by Federal Student Aid (“FSA”)’s Administrative Actions & Appeals Service Group.

81. The existence and specifics of the Corinthian Job Placement Rate Rule are clear from multiple public statements of the Department.

82. For example, a report released on September 3, 2015, by Joseph A. Smith, Jr., the Department-appointed Special Master for Borrower Defense (“Special Master”), explains that [b]ecause Heald was headquartered in and managed from California, the Department looked to California law and determined that Heald’s misrepresentation of placement rates constituted prohibited unfair competition under California’s Unfair Competition Law (UCL). Accordingly, students that relied on such misleading placement rates when they enrolled at Heald would have a cause of action under state law.

83. The Department publicly announced the cohorts of borrowers covered by the Corinthian Job Placement Rate Rule in three stages.

84. In June 2015, the Department announced that it had “determined that evidence of misrepresentation exists for students enrolled in a large majority of programs offered at Heald College campuses between 2010 and 2015.”

85. In November 2015, the Department announced findings of job placement rate misrepresentation at specific programs, during specific periods, offered at 20 Everest and WyoTech campuses and online programs.

86. In March 2016, the Department announced findings of job placement rate misrepresentation at specific programs, during specific periods, offered at an additional 71 Everest and WyoTech campuses.

87. These findings are publicly available on the Department’s website and attached hereto as Exhibit A (Heald findings) and Exhibit B (Everest and WyoTech findings).

88. The Department also makes available to the public on its website two simple forms for the purpose of establishing the applicability of the Corinthian Job Placement Rate Rule to individual borrowers, attached hereto as Exhibit C (Heald Attestation Form) and Exhibit D (Everest and WyoTech Attestation Form).

89. As explained by the Department to the Office of Management and Budget (“OMB”):

Student borrowers who attended the Heald College programs that the Department has found made false representations will have their loans discharged if they complete the attached attestation. These borrowers need not prove that Heald

College's actions violated State law as the Department's findings show a State law violation.

90. The Department reiterated that submission of the attestation was sufficient for a borrower to "confirm eligibility for the borrower defense against repayment" under its Corinthian Job Placement Rate Rule when it later sought authorization from OMB to continue its emergency data collection from Corinthian borrowers, in order to allow

[s]tudent borrowers who attended the Heald College programs that the Department has found made misrepresentations to have their loans discharged if they complete the attached attestation. These borrowers need not prove that Heald College's actions violated State law as the Department's findings show a State law violation.

91. The Corinthian Job Placement Rate Rule was further affirmed with respect to Heald borrowers in a December 2015 report by the Special Master, describing:

the Department's determination, after consultation with the Office of the California Attorney General, that students who relied upon false or misleading placement rate disclosures in enrolling in Heald College programs would have established a BD claim *as to which relief would be granted under California law*. The Heald Attestation Form provided by ED to student borrowers incorporated each of these elements of a claim as to which relief could be granted.

(emphasis added).

92. Thus, the attestation form allowed the Department to determine "whether [the borrower] met the elements for relief," under the Corinthian Job Placement Rate Rule, "namely whether they were enrolled in the covered programs for the time periods for which the Department found that Heald College had misrepresented job placement rates."

93. The Heald attestation form is four pages long. The first page contains the following statement:

The Department of Education has found that at various times between 2010 and 2014, Heald College published misleading job placement rates for many of its programs of study. This form is designed to expedite the process of obtaining loan forgiveness based on borrower defense to repayment for loans taken out by Heald College students to enroll in these programs. This form covers federal Direct Loans received on or after July 1, 2010. A list of covered programs and dates of enrollment is available at <https://studentaid.gov/sa/sites/default/files/heald-findings.pdf>. Please fill out this attestation ONLY IF your programs and dates of enrollment are included on this list.

94. The form contains five sections: Section I, Borrower Information; Section II, Program Information; Section III, Other Information; Section IV, Direct Loan Forbearance; and Section V, Certification.

95. Section II prompts the borrower to select, from a predetermined list, the Heald campus and program that she attended, and the credential associated with that program. The form asks the borrower to supply her enrollment start and end date.

96. Section II also asks the borrower to indicate, by checking a box, that they received information about job placement rates related to their program of study prior to enrolling. It further contains the statement:

I believed that the job placement rates related to my program of study indicated the level of quality a Heald education offered to students. I chose to enroll at Heald based, in substantial part, on the information I received about job placement rates related to my program of study and the quality of education I believed those placement rates represented.

97. The form allows but does not require the borrower to include “document(s) with additional information to confirm that I was enrolled in the program of study at Heald College that I identified above, and was enrolled for the dates I provided above.”

98. Section III allows the borrower to “provide or attach any other information about your experience at Heald College that you believe is relevant: (2,000 characters max).”

99. Section IV asks the borrower to indicate whether they wish their federal loans to be placed into forbearance and for collection on any federal loans in default to stop while the borrower defense claim is reviewed by the Department.

100. Section V asks the borrower to sign and date an attestation of truthfulness, subject to the penalties set forth in 18 U.S.C. § 1001.

101. Following Section V, there is a “Privacy Act Notice.” That notice states:
the principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, FFEL, or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also

use your SSN as an account identifier and to permit you to access your account information electronically. The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies. In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation.

102. The Department indicated in the Federal Register that the collection of information in the attestation form “will allow the Department of Education to inform borrowers and loan servicers of the information needed to review and adjudicate requests for relief under borrower defense regulations.” 80 Fed. Reg. 32944-45 (June 10, 2015).

103. The attestation form does not solicit information from an individual borrower about their earnings. Nor does it seek information regarding either the “value” of having attended Corinthian, or the harm caused by Corinthian’s illegal behavior.

104. The attestation form for Everest and WyoTech borrowers is identical in all material respects to the Heald attestation form, although it clarifies that the application covers all “federal Direct Loans (including Parent PLUS loans issued to parents of Everest and WyoTech students) received on or after July 1, 2010).”

1 105. The Universal Borrower Defense Application, another Department-created, OMB-
 2 approved form used by some Corinthian borrowers to apply for loan cancellation, contains a
 3 Privacy Act notice identical in all material respects to the attestation forms. It, too, does not solicit
 4 information from an individual borrower about their earnings, the “value” of their education, or
 5 the harm caused by Corinthian’s illegal behavior.

6 ***The Department’s Application of the Corinthian Job Placement Rate Rule***

7 106. From its inception until January 20, 2017, the Department consistently applied the
 8 Corinthian Job Placement Rate Rule to grant borrower defense relief to individuals who attended
 9 the specified programs during the periods of time identified by the Department.

10 107. The Corinthian Job Placement Rate Rule took effect as early as June 2015, when
 11 the Department sought and received emergency clearance from OMB to take certain actions with
 12 respect to Corinthian borrowers.

13 108. Whereas the Department had received only 5 claims for borrower defense in the
 14 previous 20 years, “[o]ver the last several months, the Department has received over 1,000 such
 15 claims due to a building debt activism movement as well as the notoriety of Corinthian’s collapse,
 16 creating a need for a clearer process for potential claimants.”

17 109. The Department recognized that “borrowers have a right to assert a defense to
 18 repayment claim,” and in light of the fact “that the Department has made findings against a number
 19 of CCI’s former programs,” the Department “has a legal responsibility to timely provide” relief by
 20 “set[ting] up a process to review and adjudicate” the claims of former Corinthian students.

21 110. The Corinthian Job Placement Rate Rule was the first and primary means that the
 22 Department used to ensure that student borrowers injured by Corinthian would, in the words of
 23 Arne Duncan, former Secretary of Education, “get every penny of the debt relief [they] are entitled
 24 to[.]”

25 111. The Department recognized that, out of the tens of thousands of borrower defense
 26 claims it had received, the clearest, simplest claims to resolve were those submitted under the
 27 Corinthian Job Placement Rate Rule:

1 Wherever possible, the Department will rely on evidence established by appropriate
2 authorities in considering whether whole groups of students (for example, an entire
3 academic program at a specific campus during a certain time frame) are eligible for
4 borrower defense relief. This will simplify and expedite the relief process, reducing
5 the burden on borrowers.

6 112. The Department intended the Corinthian Job Placement Rate Rule to be an
7 “expedited” and “streamlined” process. The Rule was a means to “fast track relief based on legal
8 findings for large groups of students,” so that there would be “no need for these students to make
9 any individual showing that they were affected by the school’s fraud,” according to Ted Mitchell,
10 former Under Secretary of Education.

11 113. Between June 2015 and June 30, 2016, the Department’s borrower defense process
12 was administered by the Special Master in conjunction with FSA, the Office of the Under
13 Secretary, and the Office of General Counsel of the Department.

14 114. In his first report, issued in September 2015, the Special Master affirmed that the
15 Corinthian Job Placement Rate Rule cases were the low hanging fruit of the pending applications
16 for loan discharge under borrower defense because “both facts and law are clear.” Thus, “[t]he
17 clearest claims at present are claims from Heald College students using the Attestation Form
18 created by the Department that meet the criteria set forth in that form.”

19 115. Each time that the Special Master submitted claims to the Under Secretary for
20 approval pursuant to the Corinthian Job Placement Rate Rule, he recommended, and the Under
21 Secretary approved, relief according to the rule—complete cancellation and a return of any money
22 paid to the Department on the loans.

23 116. During the Special Master’s tenure, the Department approved approximately 3,787
24 claims pursuant to the Corinthian Job Placement Rate Rule.

25 117. As of July 1, 2016—the termination of the Special Master’s appointment—there
26 were approximately 22,800 claims for borrower defense pending at the Department.

27 118. Beginning July 1, 2016, the Department’s borrower defense process was
28 administered by the Borrower Defense Unit, a division of the Enforcement Unit created within

1 FSA, in conjunction with the Office of the Under Secretary, the Office of General Counsel, and
2 the Business Operations Unit of FSA.

3 119. The Borrower Defense Unit continued to process claims according to Corinthian
4 Job Placement Rate Rule, and integrated the Rule into its operating procedures.

5 120. The Borrower Defense Unit evaluated every claim it reviewed first under the
6 Corinthian Job Placement Rate Rule. Only if the borrower was not covered by the Rule—that is,
7 did not attend a specific Corinthian program within an identified findings window—did the
8 Department consider whether the borrower otherwise established a claim for discharge under
9 borrower defense.

10 121. Between July 1, 2016 and January 20, 2017, the Department approved
11 approximately 24,500 claims under the Corinthian Job Placement Rate Rule.

12 122. In October 2016, FSA issued a public report on the Department's borrower defense
13 process, indicating that the Borrower Defense Unit's "focus has been to accelerate adjudication of
14 the rapidly increasing number of claims based on the Department's findings concerning
15 Corinthian's misleading job placement rates ('findings claims')."

16 123. As of October 2016, the Department had received approximately 82,000 borrower
17 defense claims. Approximately 60 percent of these claims were covered by the Corinthian Job
18 Placement Rate Rule.

19 124. In its October 2016 report, the Department stated that between June and October
20 2016, the Department had approved 11,822 "findings claims" pursuant to the Corinthian Job
21 Placement Rate Rule, and that "[a]t the current pace, the Department expects to resolve all pending
22 eligible findings claims by spring 2017."

23 125. On information and belief, each and every time the Department approved a claim
24 pursuant to the Job Placement Rate Rule, it provided the borrower with a full cancellation of all
25 outstanding student loan debt and a return of all money previously collected by the Department on
26 that loan.

1 126. Prior to January 20, 2017, the Department did not deny any claims for borrower
2 defense.

3 127. In total, prior to January 20, 2017, the Department granted borrower defense
4 discharges to approximately 25,000 individuals who attended Corinthian. The vast majority of
5 these claims (all but approximately 600) were granted pursuant to the Corinthian Job Placement
6 Rate Rule.

7 128. The Department also approved a number of claims asserted by Corinthian
8 borrowers who were not members of a findings cohort, on the grounds that those borrowers had
9 established a cause of action under state law (and therefore a borrower defense) because Corinthian
10 made an express guarantee of employment, or misrepresented that credits awarded by the school
11 would transfer to another institution.

12 129. On information and belief, the legal and factual bases of the Department's decision
13 to grant relief with respect to these two categories of non-findings claims are set forth in
14 memoranda that specifically reference and build off of the Corinthian Job Placement Rate Rule.

15 ***The Department's Abandonment of the Corinthian Job Placement Rate Rule***

16 130. Since January 20, 2017, the Department has not approved any claims under the
17 Corinthian Job Placement Rate Rule.

18 131. This is true despite the Department's receipt of tens of thousands of attestation
19 forms from borrowers covered by the Rule on which it has failed to act. Many of these applications
20 were received by the Department nearly two years ago.

21 132. Public statements by senior Department officials, the Secretary of Education, the
22 Acting Under Secretary of Education James Manning, and a report conducted by the Department's
23 Office of Inspector General ("OIG") (Federal Student Aid's Borrower Defense to Repayment Loan
24 Discharge Process, Dec. 8, 2017, ED-OIG/I04R0003) confirm that the Department made an
25 affirmative decision to abandon the Corinthian Job Placement Rate Rule.

26 133. In March 2017, the Acting Under Secretary formed a Borrower Defense Review
27 Panel.

1 134. Shortly thereafter, the Review Panel placed the processing of borrower defense
2 claims, including those under the Corinthian Job Placement Rate Rule, on indefinite pause.

3 135. This pause meant that approximately 16,000 claims that the prior administration
4 had approved pursuant to the Corinthian Job Placement Rate Rule, which had not yet gone through
5 the mechanical discharge process, were not discharged.

6 136. On May 4, 2017, the Acting Under Secretary issued a directive to the Borrower
7 Defense Unit to cease submitting any borrower defense claims to the Acting Under Secretary for
8 approval until “interim procedures” could be developed.

9 137. On June 14, 2017, the Secretary announced that, pursuant to a “regulatory reset,”
10 she was undergoing further rulemaking on borrower defense, and delaying the borrower defense
11 regulation that had become final during the prior administration and was set to go into effect on
12 July 1.²

13 138. On July 7, 2017, in response to questions from several members of the U.S. Senate,
14 the Acting Under Secretary stated that, as of that date, 96,944 borrower defense claims had been
15 received by the Department since June 2015, and 65,169 of these claims were “currently pending
16 review, decision, or adjudication.” Of these, 45,092 “pending claims” were “associated with
17 students who attended Corinthian.”

18 139. Data provided by Acting Under Secretary Manning to Senators showed that
19 residents of California had submitted the most claims for borrower defense (25,653) and had the
20 most claims pending (15,465) of any state. This volume is attributable to the large number of
21 students in California affected by Corinthian’s illegal conduct.

22 140. Acting Under Secretary Manning reported that between January 20, 2017 and July
23 7 of that year, the Department received 14,949 borrower defense claims.

24
25
26 ² This rulemaking does not impact the loans at issue in this Complaint. Further, the lawfulness
27 of the Defendants’ delay of the regulation has been challenged as unlawful by students, *Bauer v.*
28 *DeVos*, No. 17-1330 (D.D.C., filed July 6, 2017) and a multi-state group of attorneys general,
Mass. v. U.S. Dept. of Educ., No. 17-1331 (D.D.C., filed July 6, 2017).

1 141. He further stated, “No borrower defense applications have been approved between
2 January 20, 2017, and today.”

3 142. On information and belief, the Department has not “approved” any borrower
4 defense applications under the Corinthian Job Placement Rate Rule between July 7, 2017 and the
5 date of the filing of this Amended Complaint.

6 143. Acting Under Secretary Manning advised that, as of Summer 2017, “there [were]
7 currently no regularly produced reports provided to senior officials” concerning borrower defense,
8 “pending the review of the borrower defense process by the new Administration.”

9 144. The Department’s position that it is not bound by its Corinthian Job Placement Rate
10 Rule, and decision to abandon the Rule, is further evidenced by a procurement notice it issued in
11 August 2017. The Department sought to “acquire added resources” in the form of outside
12 contractors because “policy changes may necessitate certain claims already processed be revisited
13 to assess other attributes.”

14 145. This procurement also acknowledged an “existing large backlog of claims from
15 borrowers requesting relief from student loan debts,” which is “largely due to a combination of
16 [Department] outreach efforts and growing public awareness about the loan relief program, which
17 is causing a continuous flow of new claims.”

18 146. Despite these outreach efforts and the “continuous flow” of new claims, since
19 January 20, 2017, the Department has dramatically reduced the amount of internal resources
20 devoted to processing borrower defense claims, including under the Corinthian Job Placement
21 Rate Rule.

22 147. In November 2016, the Borrower Defense Unit was staffed with 10 attorneys, a
23 director, and 19 contracted staff. As of September 2017, the same unit had no director, and only
24 six contracted staff. The Department acknowledged in its procurement notice that “the FSA
25 borrower defense unit currently lacks sufficient staff[.]”
26
27
28

1 148. According to news reports, Secretary DeVos stated, during a September 2017
2 speech to the Mackinac Republican Leadership Conference, “Under the previous [borrower
3 defense] rules, all one had to do was raise his or her hands to be entitled to so-called free money.”

4 149. According to a news article published in the *Washington Post* on October 24, 2017,
5 there were at that time over 87,000 applications for debt relief pending at the Department.
6 “[P]eople within the agency who were not authorized to speak publicly” reported that “[a]t least
7 10,000 of those claims have been recommended for approval,” but “department officials are
8 refusing to pull the trigger.” Per this news article,

9 [Departmental sources] say leadership in the Office of Federal Student Aid and the
10 Office of the General Counsel would prefer to grant partial relief based on the debt-
11 to-earnings data collected from vocational programs. For example, if a former
12 nursing student from Corinthian Colleges applied for relief, her claim could be
13 judged based on the average salary of students in similar programs at other schools.
14 But those familiar with the issue say there is no consensus on a path forward at the
15 department.

16 150. The Department continues to receive attestation forms and other claims for
17 borrower defense discharge from borrowers covered by the Corinthian Job Placement Rate Rule.

18 151. In its December 8, 2017 report, the Office of Inspector General recommended that
19 the Department resume the discharge process and noted that, in order to do so, the Borrower
20 Defense Unit would have to seek permission from the Office of the Under Secretary.

21 ***Class Members’ Reliance on Corinthian Job Placement Rate Rule***

22 152. To date, the Department has provided relief to approximately 24,504 individuals
23 pursuant to the Corinthian Job Placement Rate Rule.

24 153. As of July 7, 2017, the Department had received but not processed over 45,000
25 claims for relief from former Corinthian students. By November 14, 2017, the Department had
26 received but not processed over 95,000 claims.

27 154. Assuming a continuation of prior trends, and in light of the outreach efforts
28 described below, a substantial number of these pending claims are covered by the Corinthian Job
Placement Rate Rule.

1 155. More individuals who are eligible for relief under the Corinthian Job Placement
2 Rule have applied for, and have not yet received, a borrower defense discharge than have gotten
3 the discharge.

4 156. The Department estimates that approximately 50,000 former Heald College
5 students may be eligible for loan discharge under the Corinthian Job Placement Rate Rule. When
6 the Department announced, in November 2015, the first round of findings regarding job placement
7 rate misrepresentation at Everest and WyoTech, it estimated that 85,000 additional students may
8 be eligible for relief under those findings.

9 157. The precise number of individuals eligible for discharge under the Corinthian Job
10 Placement Rate Rule is known to the Department.

11 158. On information and belief, the Department has in its possession program-level data
12 that allows it to determine which individual borrowers are covered by the Corinthian Job
13 Placement Rate Rule.

14 159. Tens of thousands of individuals who are eligible for loan relief under the
15 Corinthian Job Placement Rate Rule have not, but may, submit a claim to the Department.

16 160. It is likely that additional individuals will submit claims for relief because the
17 Department, state attorneys general, and legal aid advocates have engaged in extensive efforts to
18 make eligible individuals aware of the Corinthian Job Placement Rate Rule and the process for
19 submitting an attestation form.

20 161. The Department has conducted extensive outreach to borrowers it determined
21 potentially eligible for loan discharge under the rule.

22 162. These outreach efforts began as soon as the Department made findings regarding
23 Heald College.

24 163. In July 2015, the Department conducted an email outreach campaign to over 50,000
25 borrowers who attended Heald College since 2010 to notify them that they may be eligible for debt
26 relief. The email provided information about eligibility and linked to both the list of programs
27
28

covered by the Department's findings and the webpage where one could fill out and submit the attestation form.

164. Over the Special Master's one year appointment, the Department had sent over 330,000 letters via email and postal mail to former Corinthian students who were members of cohorts covered Department findings of job placement misrepresentation:

The Department is making numerous efforts to reach borrowers who may be eligible for loan discharges under the CCI job placement rate findings, and continues to work to improve its outreach efforts. This outreach consists of multiple rounds of emails and postal mail to CCI borrowers who had their first loan disbursement as early as January 1, 2010. This includes email and postal mail to over 280,000 Everest and WyoTech borrowers and over 55,000 Heald borrowers.

165. The Federal Student Aid Enforcement Unit, after taking over the borrower defense process over from the Special Master, conducted "ongoing outreach efforts to former students of Corinthian Colleges, Inc."

166. In October 2016, the Department explained that the methods it employed to "inform borrowers that they may be eligible for borrower defense relief" included "expanded postal mail outreach, a Facebook advertisement pilot, a servicer pilot that relies on emails, postal mail, phone calls, and texts, and an outreach partnership with state attorneys general[.]"

167. The Department reported that it was "working closely" with state attorneys general from 42 states and the District of Columbia to reach more borrowers covered by the Corinthian Job Placement Rate Rule. The Department noted that it

would like to especially thank the Illinois and Maryland Attorney General's Office for their leadership and coordination of these efforts, as well as the Massachusetts Attorney General's Office, which has already gathered and submitted a large number of claims from borrowers who attended campuses in Massachusetts. The BD Unit thanks all of these state partners for their commitment to helping the eligible borrowers in their state.

168. In spring 2017, a bipartisan group of 47 state attorneys general, using information provided by the Department, conducted outreach to inform more than 100,000 former Corinthian students who are eligible for discharge pursuant to the Corinthian Job Placement Rate Rule.

169. On information and belief, the Department provided these attorneys general with spreadsheets identifying specific individuals it had determined were members of findings cohorts and thus subject to the Corinthian Job Placement Rate Rule, for the purpose of conducting outreach. This outreach is ongoing.

170. Legal aid organizations, including those representing Named Plaintiffs in this action, have conducted outreach and held clinics to make former students of Corinthian Colleges aware of their potential eligibility for loan discharge pursuant to the Corinthian Job Placement Rate Rule and borrower defense generally.

The Department's Adoption of the "Average Earnings Rule"

171. On December 20, 2017, the Department re-confirmed its abandonment of the Corinthian Job Placement Rule and announced its replacement: the "Average Earnings Rule." It did so in a press release indicating that the Department "today unveiled an improved discharge process for borrower defense to repayment (BDR) claims." This new Rule is estimated to "cut the overall amount of relief granted to students by around 60 percent."

172. Under the Average Earnings Rule, the Department separates the question of whether a borrower has established a defense from the question of what consequences follow from that conclusion. After determining that a defense exists, by some undisclosed process and standard, the Department then purports to calculate the "value" of the education received by the borrower

173. The Department evaluates a borrower defense application by comparing the average income of borrowers from the applicant's program of study with the average income data from borrowers at an undefined "peer" school with a "passing gainful employment (GE) program." Specifically, "Students whose earnings are less than 50 percent of their peers from a passing gainful employment (GE) program will receive full relief. Students whose earnings are at 50 percent or more of their GE program peers will receive proportionally tiered relief to compensate for the difference and make them whole."

174. The Department's "tiers" are as follows:

CCI Earnings as a Percentage of GE Earnings	Amount of Relief
1% to 49%	100%
50% to 59%	50%
60% to 69%	40%
70% to 79%	30%
80% to 89%	20%
90% and above	10%

175. The Department also indicated that “Borrowers will be notified on a rolling basis as their discharge is finalized. The remaining pending claims will be adjudicated systemtically under the newly announced discharge process.” Upon information and belief, the Department only recently began applying the Average Earnings Rule to class members.

176. This Average Earnings Rule does not taken into account an individual’s field of employment or area of study. As the Department itself has noted, “if a borrower attends a nursing program, but couldn’t find a nursing job and ended up in another field, the department has no way of knowing that.”

177. The Average Earnings Rule, in choosing the “peer schools” to compare to, also does not take into account the debt that students from other schools maintain. That is, a school may “pass” the gainful employment test irrespective of its students’ earnings, and thus a student from a “peer” school with lower income may not be saddled with the same debt as a Corinthian borrower.

178. The Department has not explained how this new rule comports with its evidence and prior findings underpinning the Corinthian Job Placement Rule, or how a partial denial is justified given those findings and conclusions. Nor has the Department explained how this Rule is consistent with the Regulation’s requirement that a remedy be tethered to the individual’s borrower defense (e.g., to the state law claim). And, the Department has applied this Rule to individuals irrespective of any additional information or evidence that individuals have submitted for consideration.

1 179. The Department has sent e-mail notifications to proposed class members informing
2 them that their claims were partially denied. That notification informs the borrower that: “you are
3 entitled to forgiveness of the loans associated with your enrollment at Corinthian Colleges, Inc.
4 (“CCI”) based on the school’s material misrepresentation(s) to you.” It then provides a “Relief
5 Determination” that informs the borrower that “based on your enrollment in [specific] program,
6 [%] of the Federal Student Aid Direct Loan amounts you received for the programs of study related
7 to your approved claim will be discharged (forgiven). The Department will notify your loan
8 servicer of the approved amounts for forgiveness, and the forgiveness should be completed within
9 the next 90-120 days.”

10 180. The Department also notifies applicants, without any guarantees, that “the
11 Department will take steps to reduce the amount of interest that has accrued on your loan(s) from
12 the time you submitted your claim.”

13 181. The Department’s notice does not inform the applicant that she has a right to appeal
14 the determination by filing a lawsuit in U.S. District Court.

15 182. In order to obtain the data to implement this Average Earnings Rule, the
16 Department is relying on an Information Exchange Agreement with the SSA. This Agreement
17 was designed to “provid[e] aggregate disclosures of earnings information to the public to assist
18 them in evaluating institutions that participate in the federal student aid programs.” In other words,
19 the information obtained from the Agreement would allow the public to evaluate the legitimacy of
20 various institutions.

21 183. Under this gainful employment agreement, the Department provided the SSA with
22 the names, dates of births, social security numbers, and a requested earnings report year for
23 students, and SSA “extract[s] their earnings data . . . and compute[s] aggregate earnings data by
24 specific group as provided by ED for the requested earnings report year.” SSA would then send
25 the Department aggregated data without identifying information.

26 184. The Department has been using this Agreement to send the SSA personal data from
27 Corinthian students and students at their “peer” schools. The Department’s disclosure of personal
28

1 information of applicants for borrower defense to SSA is not for the purpose of calculating gainful
2 employment rates, and the groupings of students are different than the groupings required by that
3 regulation. The SSA has then sent back aggregated average income data for Corinthian students
4 in specific programs and students at the “peer” school. Then, based on SSA’s data, the Department
5 decides individual borrower defense applications.

6 185. The Department has not released the underlying data that it is relying upon for its
7 determinations. Nor is there information available that would permit a borrower to verify: whether
8 the income data that the Department considered is accurate; whether the individuals selected to be
9 included in the data actually attended specific programs; whether the “peer school” actually
10 reflects a comparable entity; or, whether the student data considered from the “peer school” is
11 accurate.

12 186. Upon information and belief, the Department lacks an information sharing
13 agreement that specifically allows for the SSA’s data to be utilized for this purpose.

14 187. Upon information and belief, the Department has taken this action without
15 disclosing the program to the House Committee on Government Operations, the Senate Committee
16 on Governmental Affairs, and the Office of Management and Budget.

17 188. The Department has determined proposed member’s borrower defense claims
18 without obtaining the income data directly from the individuals implicated in the calculation. Nor
19 has the Department ever informed the individuals that their income information would be used in
20 this manner.

21 ***The Department’s changed conduct has and will continue to cause substantial harm.***

22 189. The Department’s outreach under the Corinthian Job Placement Rule was well
23 justified in light of the harm that those subjected to illegal conduct and thus eligible for relief under
24 the Corinthian Job Placement Rate Rule have suffered and continue to suffer.

25 190. Members of the proposed class spent their time, money, and eligibility for federal
26 student aid on sham programs. They did so because Corinthian lied to them, a fact which the
27 Department’s findings confirm.

192. Borrower defense discharge removes the obligation to repay the loan, restores a borrower's eligibility for federal financial aid, removes negative credit reporting associated with the discharged loan or loans, and refunds any amount paid on the loan.

194. Interest continues to accumulate on the loans of class members while claims are pending, even if a borrower requests and the Department grants an administrative forbearance during this period.

196. The Department's actions compound the psychological distress that members of the proposed class carry, due to the fact that they are saddled with loans that Defendants have already determined to be the product of illegal behavior by Corinthian. Now they have been lied to by both Corinthian and the federal government.

211. Even though the Department determined that Mr. Calvillo Manriquez was misled and cheated, the Department has collected aggressively on the federal loans he obtained to enroll in WyoTech. Mr. Calvillo Manriquez is unable to afford the demanded payments.

212. On February 2, 2016, the Department offset of Mr. Calvillo Manriquez's full 2015 tax refund, in excess of \$2,000. In July 2016, the Department began garnishing 15% of his wages.

213. Mr. Calvillo Manriquez did not learn of the Department of Education's findings of wrongdoing by WyoTech or of his eligibility for discharge of his federal loans until well after the Department initiated forced collection proceedings against him.

214. Mr. Calvillo Manriquez applied for borrower defense discharge by completing and submitting the attestation form included as Exhibit D on January 3, 2017. The Department has confirmed receiving his application on this date.

215. On January 12, 2017, Mr. Calvillo Manriquez sent separate requests for hearing to the Department to contest the Department's garnishment of his wages and offset of his tax refund. The Department never responded to Mr. Calvillo Manriquez's requests for hearing.

216. Shortly after Mr. Calvillo Manriquez submitted requests for hearings, the Department stopped garnishing his wages without explanation. However, the Department again offset Mr. Calvillo Manriquez's tax refund, this time for the 2016 tax year.

217. In total, the Department took approximately \$7,500 from Mr. Calvillo Manriquez through forced collection.

218. The Department has yet to notify Mr. Calvillo Manriquez of any decision on his application for discharge of his federal student loans. Though he has requested forbearance on his loans while his hearing requests and application are under review, the Department continues to report these loans as defaulted to credit reporting agencies.

219. Mr. Calvillo Manriquez's credit is impaired by the non-discharge of his Corinthian loans. They are the only tradelines reported on his credit report, and the reporting is negative.

220. Mr. Calvillo Manriquez has deferred applying for any credit transactions until these loans and the negative reports associated with them have been removed, something he anticipated would have already happened.

Jamal Cornelius

221. Jamal Cornelius resides in Hercules, California.

222. Mr. Cornelius became interested in Heald College shortly after completing high school, based on advertisements and recruitment promises that Heald programs would lead to a rewarding and well-paid career in information technology. He enrolled in the Information Technology-Emphasis in Network Security AAS program at Heald College's Concord, California campus on July 22, 2013.

223. To finance his enrollment in Heald College, the school arranged for Mr. Cornelius to take out a total of \$25,555 in federal student loans, \$6,375 in Federal Pell Grants, and \$2,000.26 in private student loans originated through a proprietary Corinthian loan program.

224. In early 2015, Heald-Concord notified its students that it would be closing in short order. On or around April 9, 2015, the school told Mr. Cornelius that he had completed his program and issued him a diploma. Mr. Cornelius' Heald College transcript, which he subsequently obtained from the California Bureau of Private Postsecondary Education, states that Mr. Cornelius completed his program on April 9, 2015.

225. Mr. Cornelius tried and was unable to obtain a job in information technology and currently works in a fast food restaurant.

226. During the summer of 2016, Mr. Cornelius received a letter from the Department of Education, notifying him of its findings with respect to Heald's wrongful conduct and his eligibility for borrower defense discharge of his federal student loans.

227. Mr. Cornelius is a member of the findings cohort identified by the Department for the Information Technology-Emphasis in Network Security AAS program offered at Heald-Concord. As listed in Exhibit A, this findings cohort includes those who attended this program after July 1, 2010.

1 228. Shortly after receiving the Department's notice, Mr. Cornelius applied for a
2 borrower defense discharge, using the form that the Department included with the notification
3 letter. , a copy of which is attached as Exhibit C.

4 229. Several months after his first application, Mr. Cornelius resubmitted his application
5 to the Department because he had not heard anything regarding his first submission. The
6 Department subsequently confirmed that it had received an application from Mr. Cornelius' on
7 August 24, 2016.

8 230. After Mr. Cornelius' federal loans went into repayment in late 2015, he began
9 making the demanded monthly payments of \$273.64 to the Department. Mr. Cornelius did not
10 request forbearance on his federal student loans when he first submitted his application for
11 discharge because he was concerned about the unpaid interest that would accumulate on his loans
12 while his application was under review.

13 231. However, the monthly payments represented a substantial hardship to Mr.
14 Cornelius, and in November 2017, after waiting more than 14 months for the Department to review
15 his application, he contacted the Department and his federal student loan servicer to request
16 administrative forbearance on his loans. The Department told Mr. Cornelius that it would take six
17 to eight weeks for it to notify his servicer that he was eligible for administrative forbearance. The
18 servicer told Mr. Cornelius that it could not place Mr. Cornelius in administrative forbearance
19 unless it first received approval from the Department, but that in the interim it could offer him a
20 less favorable forbearance program that would result in the capitalization of unpaid interest.

21 232. The Department has yet to provide Mr. Cornelius with any notice of a decision on
22 his application for discharge of his federal student loans.

23 ***Rthwan Dobashi***

24 233. Rthwan Dobashi resides in San Jose, California. He is married, has two children,
25 and is expecting a third.

26 234. Mr. Dobashi became interested in attending an automotive program at WyoTech's
27 Fremont campus based on advertisements and recruitment promises of a rewarding and well-paid
28

1 career in the field. Before enrolling, Mr. Dobashi made it clear to WyoTech representatives that
2 he wanted a program focused on high-performance automobiles. WyoTech representatives told
3 him that he should enroll in two separate, consecutive programs in order to reach this goal.

4 235. Mr. Dobashi began an Applied Automotive Technology Diploma program at
5 WyoTech's Fremont, California campus on November 10, 2011 and completed the program on
6 February 27, 2013. Based on WyoTech's representations to him that he needed to attend a second
7 program to learn to work on high-performance engines, Mr. Dobashi began a second diploma
8 program at WyoTech-Fremont for Applied Automotive Technology-Advanced Diagnostics on
9 February 28, 2013 and completed it on July 22, 2013.

10 236. To finance Mr. Dobashi's enrollment in these two WyoTech programs, the school
11 arranged for him to take out a total of \$22,184 in federal student loans, \$11,100 in Federal Pell
12 Grants, and \$3,183.73 in private student loans originated through a proprietary Corinthian loan
13 program.

14 237. Mr. Dobashi tried and failed to find employment in the field of auto repair.

15 238. In late March or early April of 2016, Mr. Dobashi received a letter from the
16 California Attorney General's Office notifying him that the Department of Education had made
17 specific findings of misconduct by Corinthian at its WyoTech-Fremont campus that covered
18 students who attended the Applied Automotive Technology Diploma program and the Applied
19 Automotive Technology-Advanced Diagnostics program between July 1, 2010 and September 30,
20 2013.

21 239. On April 5, 2016, Mr. Dobashi applied for a borrower defense discharge of his
22 federal student loans using the designated "Attestation For Certain Everest and WyoTech Students
23 Application For Borrower Defense To Repayment Loan Discharge" form provided by the
24 Department, , a copy of which is attached as Exhibit D, and provided supporting documentation.

25 240. Prior to applying for borrower defense discharge of his federal student loans, Mr.
26 Dobashi had made monthly payments on his federal student loans and private student loans related
27 to his enrollment at WyoTech. When he applied for borrower defense discharge of his federal
28

1 student loans, he requested forbearance while his application was being reviewed. On May 20,
2 2017, over a year after he first applied for discharge, the Department informed Mr. Dobashi that
3 his federal loans had been put into forbearance but that they would accrue interest at an estimated
4 amount of \$76.27 per month while the forbearance was in effect.

5 241. After Mr. Dobashi learned about the Department's findings and his eligibility for a
6 borrower defense discharge, he shared the information with a friend who was a former classmate.
7 His friend submitted an attestation form, and Defendants discharged his loans nearly one year ago.

8 242. The Department has yet to provide Mr. Dobashi with any notice of decision on his
9 application for discharge of his federal student loans.

10 243. The continued existence of Mr. Dobashi's Corinthian loans is a source of stress for
11 him and his family.

12 ***Jennifer Craig***

13 244. Jennifer Craig resides in Baldwin Park, California.

14 245. Ms. Craig first learned about Everest in early 2014 through an online search. She
15 was looking for a program that would allow her to work in a healthcare environment that did not
16 involve working directly with patients. She wanted to gain education and a credential that would
17 set her on a career path beyond the minimum-wage retail jobs she had worked in to that point.

18 246. Recruiters for Everest repeatedly represented to her that she would be assured of a
19 job if she enrolled and that they would assist her in securing a job in the field. They showed her
20 placement statistics that purported to show that graduates of the program got jobs in their field.

21 247. Ms. Craig enrolled in the Medical Insurance Billing and Coding program at
22 Corinthian's Everest-City of Industry Campus in or around April 2014. The financing that Everest
23 representatives arranged for her enrollment included two federal Direct Loans totalling \$9,019.

24 248. While she was in school, Ms. Craig worked at Fry's Electronics part-time earning
25 \$11 an hour. While there, she completed a one-month internship in her field of study. She
26 graduated from the Everest program in February 2015, shortly before the school shut down.

1 249. Ms. Craig went to the school to pick up her diploma, and found that the school was
2 locked. There was a sign on the door that said the school had shut down. There was a phone
3 number listed for “Department of Education.” When she called this number, she got a recorded
4 message that the number was no longer associated with the Department of Education. There was
5 no way to leave a message. She never got her diploma.

6 250. Since graduation, Ms. Craig has been unable to find a job in Medical Insurance
7 Billing and Coding. She learned after graduation that employers require one year of billing
8 experience as a prerequisite to entry-level jobs. She has applied for numerous positions in the field
9 and has been denied at each one because she did not receive the requisite training through her
10 program. As a result, she has worked minimum wage jobs outside of this field.

11 251. Ms. Craig’s husband lost his job in early 2018. Ms. Craig is not now working
12 outside the home, because she cares for their three children, aged 15, 13, and three months. She
13 and her husband rely on public assistance for food. They are unable to timely and consistently
14 make their monthly payments for various bills. Their financial situation currently leaves them
15 unable to fix their family’s broken car or to obtain a loan for a replacement car.

16 252. Ms. Craig is a member of the findings cohort identified by the Department for the
17 Medical Insurance Billing and Coding Diploma program at Everest-City of Industry. As listed in
18 Exhibit B, this findings cohort includes those whose first date of enrollment fell between July 1,
19 2010 and September 30, 2014.

20 253. Ms. Craig applied for borrower defense discharge by completing and submitting
21 the attestation form in or around June 2016. She understood and expected that the result of
22 submitting the form would be complete loan cancellation, which provided her some relief from
23 the stress and anxiety that Everest caused her.

24 254. On March 8, 2018, the Department of Education e-mailed Ms. Craig, informing her
25 that her borrower defense application had been partially denied. Despite its prior findings that Ms.
26 Craig was entitled to a discharge as a member of the findings cohort, the Department, utilizing its
27 Average Earnings Rule, indicated that it would only discharge 20% of her loans.

255. The Department of Education informed Ms. Craig that collection on the remaining 80% of her loans will soon begin.

256. Ms. Craig had anticipated that the Department of Education would forgive all of her fraudulently obtained loans. She is unable to make monthly payments on the 80% of these invalid loans. She will be forced to choose between paying for food and necessities for her family, or paying the loans. She anticipates that she will default on the loans and suffers from daily stress as a result of this situation.

CLASS ACTION ALLEGATIONS

257. Named Plaintiffs Manriquez, Cornelius, Dobashi, and Craig file this action on behalf of themselves and all other individuals similarly situated. They seek to represent a class consisting of

all individuals who borrowed a Direct Loan to finance the cost of enrollment in a program who are covered by the Department's Corinthian Job Placement Rate Rule, who have applied or will apply for a borrower defense, and who have not been granted the full relief provided for by the Rule.

258. For the purposes of this class definition, a borrower is "covered by the Department's Corinthian Job Placement Rate Rule" to the extent he or she borrowed a Direct Loan to finance a program within the timeframe specified by the Department on the Heald findings list attached as Exhibit A or the Everest/WyoTech findings list attached as Exhibit B.

259. The proposed class satisfies the requirements of Rule 23(a) of the Federal Rules of Civil Procedure.

- a. The class is so numerous that joinder of all members is impracticable. As previously alleged, the Department estimates that there are at least 110,000 individuals who are entitled to relief under the Corinthian Job Placement Rate Rule. Tens of thousands of individuals who are eligible for loan relief under the Corinthian Job Placement Rate Rule have not, but may, submit a claim to the Department. The Department has started applying the Average Earnings Rule to class members and has indicated that all pending claims will be decided under this

Rule. Because the substantial majority of pending borrower defense applicants are from Corinthian borrowers, the Department has applied, and is likely to apply, this new rule to thousands of proposed class members;

b. There are questions of law and fact common to the class, including without limitation:

i. Whether the Department's prior statements and actions concerning the eligibility for borrower defense relief of certain Corinthian students constitutes a rule within the meaning of the APA, or otherwise binds the Department;

ii. Whether the Department may retroactively apply a different rule to Corinthian borrower defense applications on which it has not granted relief;

iii. Whether the Department has unlawfully withheld or unreasonably delayed processing claims of the Named Plaintiffs and members of the proposed class under the Job Placement Rate Rule within the meaning of the APA; and,

iv. Whether the Department's new Average Earnings Rule violates the Privacy Act, Named Plaintiffs and members' due process rights, and is arbitrary and capricious under the APA.

c. The claims of Named Plaintiffs are typical of the claims of the proposed class. They each borrowed Direct Loan(s) to finance a career-training program at a Corinthian-operated school. Named Plaintiffs, like members of the proposed class, are intended beneficiaries of the Department's Corinthian Job Placement Rate Rule. They have been identified for outreach by the Department as members of a findings cohort. They, along with members of the proposed class, are injured by the Department's unlawful, unreasonable, and arbitrary abandonment of the Corinthian Job Placement Rate Rule. The Department has or will now process their claims

1 under the Average Earnings Rule. Named Plaintiffs have been or will be injured by
2 the Department's unlawful and unconstitutional application of the Average
3 Earnings Rule;

- 4 d. The Named Plaintiffs are adequate representatives of the class because their
5 interests do not conflict with the interests of the Class they seek to represent; they
6 have retained counsel who are competent and experienced in APA and class action
7 litigation; and because they intend to prosecute this action vigorously. Named
8 Plaintiffs are represented by attorneys from Housing and Economic Rights
9 Advocates ("HERA") and the Project on Predatory Student Lending of the Legal
10 Services Center of Harvard Law School ("Project"). Together, attorneys from
11 HERA and the Project have represented and/or advised hundreds of former
12 Corinthian students regarding the borrower defense process. They have knowledge
13 of and familiarity with the relevant law and regulations concerning federal student
14 loans and borrower defense.

15 260. A class action is superior to other available means for the fair and efficient
16 adjudication of the claims of Named Plaintiffs and the class. Each class member has been damaged
17 and is entitled to recovery by reason of Defendants' impermissible actions under the APA.

18 261. A class action is appropriate under Federal Rule of Civil Procedure 23(b)(1). If all
19 members of the proposed class were to challenge the Defendant's actions under the APA, it would
20 risk establishing incompatible standards of conduct for the Defendants, vis-à-vis the handling of
21 borrower defense claims.

22 262. This case is maintainable as a class action under Federal Rule of Civil Procedure
23 23(b)(2) because the Defendants' action in abandoning the Corinthian Job Placement Rate Rule,
24 and its ongoing application of the Average Earnings Rule, applies generally to the class, such that
25 final injunctive relief or corresponding declaratory relief is appropriate with respect to the class as
26 a whole.

CAUSES OF ACTION

COUNT 1

Arbitrary, Capricious, and Unlawful Abandonment of the Corinthian Job

Placement Rate Rule—APA §706(2)

263. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

264. The Administrative Procedure Act provides that those “suffering legal wrong because of agency action, or adversely affected or aggrieved by agency action” are entitled to seek judicial review. 5 U.S.C. § 702.

265. Under section 706(2) of the APA, a reviewing court “shall...hold unlawful and set aside agency action, findings, and conclusions found to be arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law[.]” 5 U.S.C. § 706(2)(A). A court shall also set aside agency action that is “in excess of statutory jurisdiction, authority, or limitations, or short of statutory right[.]” *Id.* § 706(2)(C).

266. Without adequate explanation or justification, and without notice, the Department abruptly halted its processing of claims under the Corinthian Job Placement Rate Rule. It has decided that it can change course and not honor the Rule, notwithstanding its previous determinations and actions, which include:

- a. deciding that the borrower defense claims of former Corinthian students are governed by California law;
- b. deciding that evidence supports a cause of action under California law for cohorts of borrowers;
- c. identifying with specificity the cohorts of borrowers covered by its findings;
- d. deciding that those borrowers covered by findings can supply all necessary information to receive a borrower defense discharge on a simple 4-page form;
- e. determining that the appropriate amount of relief for such borrowers under California law is a full discharge and return of any money previously collected by the Department;

- f. notifying former Corinthian students of the availability and terms of the discharge; providing spreadsheets identifying specific individuals who are members of findings cohorts to attorneys general for the purposes of contacting those individuals and facilitating their applications for borrower defense discharge; and
- g. granting approximately 25,000 such applications for discharge.

267. Since January 20, 2017, Defendants have not granted any borrower defense discharges under the Corinthian Job Placement Rate Rule, even for individuals who followed the Department's invitation to submit a simple attestation form establishing membership in a findings cohort. This fact, and other public statements and actions, confirm that the Department has made the determination that it is not bound by the Corinthian Job Placement Rate Rule.

268. This determination constitutes "final agency action" reviewable by this Court. 5 U.S.C. § 704.

269. This final agency action must be set aside under the APA, 5 U.S.C. § 706(2), because it is arbitrary, capricious, an abuse of discretion, and otherwise not in accordance with the law, and/or without observance of procedure required by law.

COUNT 2

Unlawful Retroactive Application of a Rule—APA §706(2)

270. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

271. The Corinthian Job Placement Rate Rule is a "rule" within the meaning of the APA, 5 U.S.C. § 551(4).

272. By its terms, the Rule applies to Named Plaintiffs and members of the proposed class.

273. This Rule holds that Named Plaintiffs and members of the proposed class are eligible for a discharge pursuant to borrower defense upon providing the Department with a signed attestation form establishing that they are covered by the Department's findings, and borrowed Direct Loans.

274. The Corinthian Job Placement Rate Rule further holds that the relief warranted is full discharge of related outstanding loans and a return of money collected by the Department on those loans.

275. The Department has provided or attempted to provide notice of the Rule, and procedures for securing a borrower defense discharge, to Named Plaintiffs and members of the proposed class, because the Department has determined that they are members of a cohort of borrowers covered by the Department's findings.

276. Named Plaintiffs and members of the proposed class have applied, or will apply, for loan discharge under the process established by the Department for implementation of the Rule, which the Department notified or attempted to notify them of.

277. The Department has abandoned this Rule, and will not apply it to Named Plaintiffs and members of the proposed class. Instead, the Department has been, and will continue to apply the Average Earnings Rule to Named Plaintiffs and members of the proposed class.

278. The Department's decision to abandon the Corinthian Job Placement Rate Rule upsets the reliance interest that the Department has created in Named Plaintiffs and members of the proposed class that they will receive full cancellation of their loans upon submitting a signed attestation form to the Department.

279. As such, the Department's departure from this rule must be set aside as violating the APA, 5 U.S.C. §§706(2)(A) and (C). The Department cannot permissibly apply the Average Earnings Rule to Named Plaintiffs and members of the proposed class. Application of any rule other than the Corinthian Job Placement Rate Rule would constitute arbitrary and unlawful retroactive rulemaking not authorized by statute.

COUNT 3

Unlawfully Withheld Agency Action—APA §706(1)

280. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

281. Defendants have unlawfully withheld the application of the Corinthian Job Placement Rate Rule to Named Plaintiffs and members of the proposed class in violation of the APA, 5 U.S.C. § 706(1).

282. Application of the Corinthian Job Placement Rate Rule is straightforward and mechanistic.

283. The Department does not have discretion to withhold the Rule's application from Named Plaintiffs and members of the proposed class who have submitted, or will submit, applications according to the process that the Department established.

284. The Department has already exercised its discretion in making findings about Corinthian job placement rate misrepresentations, establishing findings cohorts, and determining that the signed borrower defense applications of Named Plaintiffs and members of the proposed class are:

- a. Governed by California law;
- b. Sufficient to state a claim under California law;
- c. Sufficient to establish a defense to repayment;
- d. Sufficient to warrant full loan cancellation and a return of any money collected by the Department in payment of those loans.

285. In light of these findings, the Department is unlawfully withholding the Rule, and therefore relief, from Named Plaintiffs and members of the proposed class, in pursuit of an unlawfully undertaken "regulatory reset."

286. The Court should compel the Department to process the applications of Named Plaintiffs and members of the proposed class according to the Corinthian Job Placement Rate Rule.

COUNT 4

Unreasonably Delayed Agency Action—APA §706(1)

287. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

288. Defendants have violated the APA, 5 U.S.C. § 706(1) because they have unreasonably delayed processing the claims of Named Plaintiffs and members of the proposed class.

289. Pursuant to the APA, a court “shall [] compel agency action unlawfully withheld or unreasonably delayed.” 5 U.S.C. § 706(1).

290. The Department’s delay in processing the applications of Named Plaintiffs, and members of the proposed class, is unreasonable in light of the Department’s demonstrated ability to process claims under the Corinthian Job Placement Rate Rule.

291. Between June 30, 2016 and October 12, 2016, the Department approved 11,822 claims pursuant to the Corinthian Job Placement Rate Rule. The Department approved more than 10,000 additional claims pursuant to the Rule by January 20, 2017.

292. The Department estimated in October 2016 that it could clear the existing backlog of cases by Spring 2017.

293. Since January 20, 2017, the Department has approved zero claims pursuant to the Corinthian Job Placement Rate Rule.

294. Despite a growing backlog of claims that, as of November 2017, approached 100,000, the Department has drastically decreased the amount of staff and resources devoted to the processing of borrower defense claims since January 20, 2017. And, this staff is now focused on applying the Average Earnings Rule to class members rather than processing their claims under the Corinthian Job Placement Rate Rule.

295. The Department has not brought to conclusion the applications presented to it within a reasonable time, as required by the APA, 5 U.S.C. § 555(b).

296. Defendants’ inaction and delay has harmed Named Plaintiffs and members of the proposed class.

COUNT 5

Violation of the Privacy Act – APA § 706(2) & 5 U.S.C. § 552a

297. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

298. Defendants have violated the APA, 5 U.S.C. § 706(2) because they are rendering decisions about individual borrower defense applications in violation of the Privacy Act's restrictions on Matching Programs.

299. Defendants' data sharing program with the SSA is a "Matching Program" as that term is defined in the Privacy Act, 5 U.S.C. § 552a(a)(8)(A). The borrower defense application constitutes a "Federal benefit program" under the Privacy Act, 5 U.S.C. § 552a(a)(12).

300. The Department and the SSA utilize a computerized comparison of at least two automated systems of records: the department's information relating to the applicants and their program, and the SSA's information relating to the individual's income. Once the comparison is complete, the Department uses the data to determine whether a specific borrower defense applicant receives a full discharge of their federal student loans.

301. The Department has failed to comply with the Privacy Act's procedural requirements. It lacks a written agreement permitting a matching program for this purpose, it is not informing applicants that a matching program will be utilized for income or in this manner, it is not notifying individuals that they have the right to contest the agency's findings from the matching program before partially denying borrower defense claims, and the Department has not reported the Matching Program to the relevant oversight bodies.

302. The Department is processing applications under this Rule, utilizing this Matching Program, and is therefore engaging in an ongoing violation of the Privacy Act. This violation of the Privacy Act renders the Department's new Rule arbitrary, capricious, and contrary to law.

COUNT 6

Violation of Due Process – APA § 706(2) & U.S. Const., Amend. V

303. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

304. Plaintiffs maintain a property interest in the outcome of their borrower defense application. This interest has been established by existing rules and understandings from independent sources, including: the statutory and regulatory standards entitling individuals to a borrower defense loan discharge; the Department's repeated statements under the Corinthian Job

1 Placement Rule; the Department's application of that Rule to 25,000 individuals; and the
2 Department's outreach to class members informing them of their eligibility and entitlement to
3 relief under the rule.

4 305. Defendants are violating Plaintiffs' right to Due Process by failing to disclose the
5 information on which its decisions are based. Namely, Defendants have failed to release any of
6 the underlying data or information that its decisions are based on.

7 306. Defendants are violating Plaintiffs' right to Due Process by failing to recognize
8 Plaintiffs' right to appeal the borrower defense adjudication.

9 307. Defendants are violating Plaintiffs' right to Due Process by failing to inform
10 Plaintiffs what the Defendants' decision would be based on, disclose what information would be
11 relevant to its decision, and therefore provide Plaintiffs with a meaningful opportunity to present
12 evidence to the Defendants.

13 308. Defendants are violating Plaintiffs right to Due Process by relying on third-party
14 data that does not reflect Plaintiffs' circumstances.

15 309. These violations of Due Process render the Department's Average Earnings Rule
16 arbitray, capricious, and contrary to law, and contrary to a "constitutional right, power, privilege,
17 or immunity."

18 **COUNT 7**

19 **Arbitrary and Caprious Rulemaking – APA § 706(2)**

20 310. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

21 311. Defendants have adopted the Average Earnings Rule which constitutes a final
22 agency action and "rule" within the meaning of the APA, 5 U.S.C. § 551(4).

23 312. The Average Earnings Rule relies on aggregate employment data that lacks a
24 rational connection between the facts before the Department on the borrower defense applications
25 and the Department's partial denial of class members' claims.

26 313. The Average Earnings Rule ignores the Department's previous evidence and
27 findings underpinning the Corinthian Job Placement Rule.

- 1 C. Declare that the Department has unlawfully withheld the application of the Corinthian
2 Job Placement Rate Rule to the borrower defense applications submitted by members
3 of the class;
- 4 D. Declare that the Department may not retroactively apply a rule other than the
5 Corinthian Job Placement Rate Rule to borrower defense applications submitted by
6 members of the class;
- 7 E. Declare that the Department's Average Earnings Rule violates the Privacy Act;
- 8 F. Declare that the Department's Average Earnings Rule violates class members' due
9 process rights;
- 10 G. Declare that the Department's Average Earnings Rule is unlawful as it is arbitrary and
11 capricious;
- 12 H. Set aside the Department's decision to abandon the Corinthian Job Placement Rate
13 Rule;
- 14 I. Set aside the Department's decision to adopt the Average Earnings Rule;
- 15 J. Order the Department to vacate its application of the Average Earnings Rule to any
16 member of the class;
- 17 K. Order the Department to stop applying its Average Earnings Rule to any member of
18 the class;
- 19 L. Order the Department to apply the Corinthian Job Placement Rate Rule to applications
20 for borrower defense relief submitted by members of the class;
- 21 M. Compel the Department immediately to process applications and grant discharges to
22 members of the class pursuant to the Corinthian Job Placement Rate Rule;
- 23 N. Award reasonable costs and attorneys' fees as authorized by law; and
- 24 O. Grant such further relief as may be just and proper.
- 25
26
27
28

Respectfully submitted,

Dated: March 17, 2018

/s/ Joshua D. Rovenger
Joshua D. Rovenger

Noah Zinner
Megumi Tsutsui
HOUSING & ECONOMIC RIGHTS
ADVOCATES
PO Box 29435
Oakland, CA 94604
Tel.: (510) 271-8443
Fax: (510) 280-2448

Eileen M. Connor
Toby R. Merrill
Joshua D. Rovenger
LEGAL SERVICES CENTER OF
HARVARD LAW SCHOOL
122 Boylston Street
Jamaica Plain, MA 02130
Tel.: (617) 390-3003
Fax: (617) 522-0715

Attorneys for Plaintiffs

EXHIBIT A

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Note: Cordova campus is listed as Rancho Cordova and Milpitas campus is listed as San Jose	
Heald Concord-Accounting	2/13/2014
Heald Concord-Accounting Associates 66 weeks	2/13/2014
Heald Concord-Accounting Associates 88 weeks	2/13/2014
Heald Concord-BA - Accounting	7/1/2010
Heald Concord-Business Accounting	7/1/2010
Heald Concord-Business Accounting (AAS Degree)	7/1/2010
Heald Concord-Business Accounting (Certificate)	7/1/2010
Heald Concord-Business Administration	7/1/2010
Heald Concord-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Concord-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Concord-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Concord-Business Administration – Criminal Justice	7/1/2010
Heald Concord-Business Administration - Software Technologies Emphasis (AA Degree)	7/1/2011
Heald Concord-Business Administration - Software Technologies Emphasis (AAS Degree)	7/1/2011
Heald Concord-Business Administration (AA Degree)	7/1/2010
Heald Concord-Business Administration (AAS Degree)	7/1/2010
Heald Concord-Business Administration (Diploma)	7/1/2010
Heald Concord-Business Administration 66 weeks	2/13/2014
Heald Concord-Business Administration Associates 88 weeks	2/13/2014
Heald Concord-Construction Management (AA Degree)	7/1/2012
Heald Concord-Construction Management (AAS Degree)	7/1/2012
Heald Concord-Criminal Justice (AA Degree)	7/1/2010
Heald Concord-Criminal Justice (AAS Degree)	7/1/2010
Heald Concord-Criminal Justice Admin	7/1/2010
Heald Concord-Criminal Justice Associates 66 weeks	2/13/2014
Heald Concord-Criminal Justice Associates 88 weeks	2/13/2014
Heald Concord-Dental Assisting	7/1/2010
Heald Concord-Dental Assisting (AA Degree)	7/1/2010
Heald Concord-Dental Assisting (AAS Degree)	7/1/2010
Heald Concord-Dental Assisting 66 weeks	2/13/2014
Heald Concord-Dental Assisting Associates 88 weeks	2/13/2014
Heald Concord-Entrepreneurship Associates 66	2/13/2014
Heald Concord-Entrepreneurship Associates 88	2/13/2014
Heald Concord-IT – Network Security	7/1/2010
Heald Concord-IT – Network Systems Admin	7/1/2010
Heald Concord-IT Network Security (AA Degree)	7/1/2010
Heald Concord-IT Network Security (AAS Degree)	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Concord-IT Network Security Associates 66	2/13/2014
Heald Concord-IT Network Security Associates 88	2/13/2014
Heald Concord-IT Network Systems Administration (AA Degree)	7/1/2010
Heald Concord-IT Network Systems Administration (AAS Degree)	7/1/2010
Heald Concord-Medical Administrative Assistant	7/1/2010
Heald Concord-Medical Assisting	7/1/2010
Heald Concord-Medical Assisting (AA Degree)	7/1/2010
Heald Concord-Medical Assisting (AAS Degree)	7/1/2010
Heald Concord-Medical Assisting (Diploma)	7/1/2010
Heald Concord-Medical Assisting Associates 66	2/13/2014
Heald Concord-Medical Assisting Associates 88	2/13/2014
Heald Concord-Medical Insurance Billing & Coding Associates	2/13/2014
Heald Concord-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Concord-Medical Insurance Billing and Coding	7/1/2010
Heald Concord-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Concord-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Concord-Medical Office Admin	2/13/2014
Heald Concord-Medical Office Admin Associates 66	2/13/2014
Heald Concord-Medical Office Admin Associates 88	2/13/2014
Heald Concord-Medical Office Administration	7/1/2010
Heald Concord-Medical Office Administration (AA Degree)	7/1/2010
Heald Concord-Medical Office Administration (AAS Degree)	7/1/2010
Heald Concord-Medical Office Administration (Diploma)	7/1/2010
Heald Concord-Office Skills	2/13/2014
Heald Concord-Office Skills (Certificate)	7/1/2011
Heald Concord-Paralegal (AA Degree)	7/1/2011
Heald Concord-Paralegal (AAS Degree)	7/1/2011
Heald Concord-Paralegal Associates 66	2/13/2014
Heald Concord-Paralegal Associates 88	2/13/2014
Heald Concord-Pharmacy Tech Associates 88	2/13/2014
Heald Concord-Pharmacy Technology (AA Degree)	7/1/2012
Heald Concord-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Concord-Pharmacy Technology Associates 66	2/13/2014
Heald Concord-Software Technologies Associates 66	2/13/2014
Heald Concord-Software Technologies Associates 88	2/13/2014
Heald Fresno-Accounting	2/13/2014
Heald Fresno-Accounting Associates 66	2/13/2014
Heald Fresno-Accounting Associates 88	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Fresno-BA - Accounting	7/1/2010
Heald Fresno-BA – Criminal Justice	7/1/2010
Heald Fresno-BA – Hospitality & Tourism	7/1/2010
Heald Fresno-BA – Sales & Marketing	7/1/2010
Heald Fresno-BA – Software Technologies	7/1/2010
Heald Fresno-Business Accounting (AAS Degree)	7/1/2010
Heald Fresno-Business Admin	2/13/2014
Heald Fresno-Business Admin Associates 66	2/13/2014
Heald Fresno-Business Admin Associates 88	2/13/2014
Heald Fresno-Business Administration	7/1/2010
Heald Fresno-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Fresno-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Fresno-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Fresno-Business Administration - Software Technologies Emphasis (AA Degree)	7/1/2011
Heald Fresno-Business Administration - Software Technologies Emphasis (AAS Degree)	7/1/2011
Heald Fresno-Business Administration - Software Technologies Emphasis (Diploma)	7/1/2011
Heald Fresno-Business Administration (AA Degree)	7/1/2010
Heald Fresno-Business Administration (AAS Degree)	7/1/2010
Heald Fresno-Business Administration (Diploma)	7/1/2010
Heald Fresno-Criminal Justice (AA Degree)	7/1/2011
Heald Fresno-Criminal Justice (AAS Degree)	7/1/2011
Heald Fresno-Criminal Justice Associates 66	2/13/2014
Heald Fresno-Criminal Justice Associates 88	2/13/2014
Heald Fresno-Entrepreneurship Associates 66	2/13/2014
Heald Fresno-Entrepreneurship Associates 88	2/13/2014
Heald Fresno-IT – Network Security	7/1/2010
Heald Fresno-IT – Network Systems Admin	7/1/2010
Heald Fresno-IT Network Systems Admin	2/13/2014
Heald Fresno-IT Network Systems Admin Associates 66	2/13/2014
Heald Fresno-IT Network Systems Admin Associates 88	2/13/2014
Heald Fresno-IT Network Systems Administration (AA Degree)	7/1/2010
Heald Fresno-IT Network Systems Administration (AAS Degree)	7/1/2010
Heald Fresno-IT Network Systems Administration (Diploma)	7/1/2010
Heald Fresno-Medical Assisting	7/1/2010
Heald Fresno-Medical Assisting (AA Degree)	7/1/2010
Heald Fresno-Medical Assisting (AAS Degree)	7/1/2010
Heald Fresno-Medical Assisting (Diploma)	7/1/2010
Heald Fresno-Medical Assisting Associates 66	2/13/2014
Heald Fresno-Medical Assisting Associates 88	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Fresno-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Fresno-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Fresno-Medical Insurance Billing and Coding	7/1/2010
Heald Fresno-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Fresno-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Fresno-Medical Office Admin	2/13/2014
Heald Fresno-Medical Office Admin Associates 66	2/13/2014
Heald Fresno-Medical Office Admin Associates 88	2/13/2014
Heald Fresno-Medical Office Administration	7/1/2010
Heald Fresno-Medical Office Administration (AA Degree)	7/1/2010
Heald Fresno-Medical Office Administration (AAS Degree)	7/1/2010
Heald Fresno-Medical Office Administration (Diploma)	7/1/2010
Heald Fresno-Office Skills	7/1/2010
Heald Fresno-Office Skills (Certificate)	7/1/2010
Heald Fresno-Paralegal (AA Degree)	7/1/2011
Heald Fresno-Paralegal (AAS Degree)	7/1/2011
Heald Fresno-Paralegal Associates 66	2/13/2014
Heald Fresno-Paralegal Associates 88	2/13/2014
Heald Fresno-Pharmacy Tech Associates 66	2/13/2014
Heald Fresno-Pharmacy Tech Associates 88	2/13/2014
Heald Fresno-Pharmacy Technology (AA Degree)	7/1/2012
Heald Fresno-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Fresno-Software Tech	2/13/2014
Heald Fresno-Software Tech Associates 66	2/13/2014
Heald Fresno-Software Tech Associates 88	2/13/2014
Heald Hayward-Accounting	2/13/2014
Heald Hayward-Accounting Associates 66	2/13/2014
Heald Hayward-Accounting Associates 88	2/13/2014
Heald Hayward-BA - Accounting	7/1/2010
Heald Hayward-BA – Criminal Justice	7/1/2010
Heald Hayward-BA – Sales & Marketing	7/1/2010
Heald Hayward-BA – Software Technologies	7/1/2010
Heald Hayward-Business Accounting	7/1/2010
Heald Hayward-Business Accounting (AAS Degree)	7/1/2010
Heald Hayward-Business Accounting (Certificate)	7/1/2010
Heald Hayward-Business Admin	2/13/2014
Heald Hayward-Business Admin Associates 66	2/13/2014
Heald Hayward-Business Admin Associates 88	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Hayward-Business Administration	7/1/2010
Heald Hayward-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Hayward-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Hayward-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Hayward-Business Administration - Sales/Marketing Emphasis (AA Degree)	7/1/2011
Heald Hayward-Business Administration - Sales/Marketing Emphasis (AAS Degree)	7/1/2011
Heald Hayward-Business Administration - Sales/Marketing Emphasis (Diploma)	7/1/2011
Heald Hayward-Business Administration - Software Technologies Emphasis (AA Degree)	7/1/2012
Heald Hayward-Business Administration - Software Technologies Emphasis (AAS Degree)	7/1/2012
Heald Hayward-Business Administration - Software Technologies Emphasis (Diploma)	7/1/2012
Heald Hayward-Business Administration (AA Degree)	7/1/2010
Heald Hayward-Business Administration (AAS Degree)	7/1/2010
Heald Hayward-Business Administration (Diploma)	7/1/2010
Heald Hayward-Construction Management (AA Degree)	7/1/2012
Heald Hayward-Construction Management (AAS Degree)	7/1/2012
Heald Hayward-Criminal Justice (AA Degree)	7/1/2011
Heald Hayward-Criminal Justice (AAS Degree)	7/1/2011
Heald Hayward-Criminal Justice Associates 66	2/13/2014
Heald Hayward-Criminal Justice Associates 88	2/13/2014
Heald Hayward-Dental Assisting	7/1/2010
Heald Hayward-Dental Assisting (AA Degree)	7/1/2010
Heald Hayward-Dental Assisting (AAS Degree)	7/1/2010
Heald Hayward-Dental Assisting Associates 66	2/13/2014
Heald Hayward-Dental Assisting Associates 88	2/13/2014
Heald Hayward-Entrepreneurship Associates 66	2/13/2014
Heald Hayward-Entrepreneurship Associates 88	2/13/2014
Heald Hayward-IT – Network Security	7/1/2010
Heald Hayward-IT – Network Systems Admin	7/1/2010
Heald Hayward-IT Network Security (AA Degree)	7/1/2010
Heald Hayward-IT Network Security (AAS Degree)	7/1/2010
Heald Hayward-IT Network Security Associates 66	2/13/2014
Heald Hayward-IT Network Security Associates 88	2/13/2014
Heald Hayward-IT Network Systems Admin	2/13/2014
Heald Hayward-IT Network Systems Admin Associates 66	2/13/2014
Heald Hayward-IT Network Systems Admin Associates 88	2/13/2014
Heald Hayward-IT Network Systems Administration (AA Degree)	7/1/2011
Heald Hayward-IT Network Systems Administration (AAS Degree)	7/1/2011
Heald Hayward-IT Network Systems Administration (Diploma)	7/1/2011
Heald Hayward-Medical Assisting	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Hayward-Medical Assisting (AA Degree)	7/1/2010
Heald Hayward-Medical Assisting (AAS Degree)	7/1/2010
Heald Hayward-Medical Assisting Associates 66	2/13/2014
Heald Hayward-Medical Assisting Associates 88	2/13/2014
Heald Hayward-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Hayward-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Hayward-Medical Insurance Billing and Coding	7/1/2010
Heald Hayward-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Hayward-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Hayward-Medical Office Admin	2/13/2014
Heald Hayward-Medical Office Admin Associates 66	2/13/2014
Heald Hayward-Medical Office Admin Associates 88	2/13/2014
Heald Hayward-Medical Office Administration	7/1/2010
Heald Hayward-Medical Office Administration (AA Degree)	7/1/2010
Heald Hayward-Medical Office Administration (AAS Degree)	7/1/2010
Heald Hayward-Medical Office Administration (Diploma)	7/1/2010
Heald Hayward-Office Skills	2/13/2014
Heald Hayward-Office Skills (Certificate)	7/1/2011
Heald Hayward-Paralegal (AA Degree)	7/1/2011
Heald Hayward-Paralegal (AAS Degree)	7/1/2011
Heald Hayward-Paralegal Associates 66	2/13/2014
Heald Hayward-Paralegal Associates 88	2/13/2014
Heald Hayward-Pharmacy Tech Associates 66	2/13/2014
Heald Hayward-Pharmacy Technology (AA Degree)	7/1/2012
Heald Hayward-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Hayward-Pharmacy Technology Associates 88	2/13/2014
Heald Hayward-Sales Marketing Associates 66	2/13/2014
Heald Hayward-Software Tech	2/13/2014
Heald Hayward-Software Tech Associates 66	2/13/2014
Heald Hayward-Software Tech Associates 88	2/13/2014
Heald Honolulu-Accounting	2/13/2014
Heald Honolulu-Accounting Associates 66	2/13/2014
Heald Honolulu-Accounting Associates 88	2/13/2014
Heald Honolulu-BA - Accounting	7/1/2010
Heald Honolulu-BA – Hospitality & Tourism	7/1/2010
Heald Honolulu-BA – Sales & Marketing	7/1/2010
Heald Honolulu-BA – Software Technologies	7/1/2010
Heald Honolulu-Business Accounting	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Honolulu-Business Accounting (AAS Degree)	7/1/2010
Heald Honolulu-Business Accounting (Certificate)	7/1/2010
Heald Honolulu-Business Admin	2/13/2014
Heald Honolulu-Business Admin Associates 66	2/13/2014
Heald Honolulu-Business Admin Associates 88	2/13/2014
Heald Honolulu-Business Administration	7/1/2010
Heald Honolulu-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Honolulu-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Honolulu-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Honolulu-Business Administration - Hospitality/Tourism Emphasis (AA Degree)	7/1/2011
Heald Honolulu-Business Administration - Hospitality/Tourism Emphasis (AAS Degree)	7/1/2011
Heald Honolulu-Business Administration - Hospitality/Tourism Emphasis (Diploma)	7/1/2011
Heald Honolulu-Business Administration - Sales/Marketing Emphasis (AA Degree)	7/1/2011
Heald Honolulu-Business Administration - Sales/Marketing Emphasis (AAS Degree)	7/1/2011
Heald Honolulu-Business Administration - Sales/Marketing Emphasis (Diploma)	7/1/2011
Heald Honolulu-Business Administration - Software Technologies Emphasis (AA Degree)	7/1/2011
Heald Honolulu-Business Administration - Software Technologies Emphasis (AAS Degree)	7/1/2011
Heald Honolulu-Business Administration - Software Technologies Emphasis (Diploma)	7/1/2011
Heald Honolulu-Business Administration (AA Degree)	7/1/2010
Heald Honolulu-Business Administration (AAS Degree)	7/1/2010
Heald Honolulu-Business Administration (Diploma)	7/1/2010
Heald Honolulu-Construction Management (AA Degree)	7/1/2012
Heald Honolulu-Construction Management (AAS Degree)	7/1/2012
Heald Honolulu-Construction Mgmt Associates 88	2/13/2014
Heald Honolulu-Construction Mgmt. Associates 66	2/13/2014
Heald Honolulu-Criminal Justice (AA Degree)	7/1/2012
Heald Honolulu-Criminal Justice (AAS Degree)	7/1/2012
Heald Honolulu-Criminal Justice Associates 66	2/13/2014
Heald Honolulu-Criminal Justice Associates 88	2/13/2014
Heald Honolulu-Dental Assisting	7/1/2010
Heald Honolulu-Dental Assisting (AA Degree)	7/1/2011
Heald Honolulu-Dental Assisting (AAS Degree)	7/1/2011
Heald Honolulu-Dental Assisting Associates 66	2/13/2014
Heald Honolulu-Dental Assisting Associates 88	2/13/2014
Heald Honolulu-Electronics Tech	2/13/2014
Heald Honolulu-Electronics Tech Associates 66	2/13/2014
Heald Honolulu-Electronics Tech Associates 88	2/13/2014
Heald Honolulu-Electronics Technology	7/1/2010
Heald Honolulu-Electronics Technology (AA Degree)	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Honolulu-Electronics Technology (AAS Degree)	7/1/2010
Heald Honolulu-Electronics Technology (Diploma)	7/1/2010
Heald Honolulu-Entrepreneurship Associates 66	2/13/2014
Heald Honolulu-Entrepreneurship Associates 88	2/13/2014
Heald Honolulu-Health Info Tech Associates 66	2/13/2014
Heald Honolulu-Health Info Tech Associates 88	2/13/2014
Heald Honolulu-Health Information Technology	7/1/2010
Heald Honolulu-Health Information Technology (AA Degree)	7/1/2010
Heald Honolulu-Health Information Technology (AAS Degree)	7/1/2010
Heald Honolulu-Hospitality Tourism Associates 66	2/13/2014
Heald Honolulu-IT – Network Systems Admin	7/1/2010
Heald Honolulu-IT Network Systems Admin	7/1/2010
Heald Honolulu-IT Network Systems Admin Associates 66	2/13/2014
Heald Honolulu-IT Network Systems Admin Associates 88	2/13/2014
Heald Honolulu-IT Network Systems Administration (AA Degree)	7/1/2010
Heald Honolulu-IT Network Systems Administration (AAS Degree)	7/1/2010
Heald Honolulu-IT Network Systems Administration (Diploma)	7/1/2010
Heald Honolulu-Medical Assisting	7/1/2010
Heald Honolulu-Medical Assisting (AA Degree)	7/1/2010
Heald Honolulu-Medical Assisting (AAS Degree)	7/1/2010
Heald Honolulu-Medical Assisting Associates 66	2/13/2014
Heald Honolulu-Medical Assisting Associates 88	2/13/2014
Heald Honolulu-Medical Office Admin	2/13/2014
Heald Honolulu-Medical Office Admin Associates 66	2/13/2014
Heald Honolulu-Medical Office Admin Associates 88	2/13/2014
Heald Honolulu-Medical Office Administration	7/1/2010
Heald Honolulu-Medical Office Administration (AA Degree)	7/1/2010
Heald Honolulu-Medical Office Administration (AAS Degree)	7/1/2010
Heald Honolulu-Medical Office Administration (Diploma)	7/1/2010
Heald Honolulu-Networking Tech CCNA Associates 22	2/13/2014
Heald Honolulu-Networking Technology with an Emphasis in CCNA Curriculum (AAS Degree)	7/1/2011
Heald Honolulu-Networking Technology with an Emphasis in CCNA Curriculum (Certificate)	7/1/2011
Heald Honolulu-Networking Technology with an Emphasis in CCNP Curriculum (AAS Degree)	7/1/2011
Heald Honolulu-Networking Technology with an Emphasis in CCNP Curriculum (Certificate)	7/1/2011
Heald Honolulu-NT – Cisco	7/1/2010
Heald Honolulu-Office Skills	7/1/2010
Heald Honolulu-Office Skills (Certificate)	7/1/2010
Heald Honolulu-Paralegal (AAS Degree)	2/13/2014
Heald Honolulu-Paralegal Associates 66	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Honolulu-Paralegal Associates 88 weeks	2/13/2014
Heald Honolulu-Pharmacy Tech Associates 66	2/13/2014
Heald Honolulu-Pharmacy Tech Associates 88	2/13/2014
Heald Honolulu-Pharmacy Technology (AA Degree)	7/1/2012
Heald Honolulu-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Honolulu-Sales & Marketing Associates 66	2/13/2014
Heald Honolulu-Software Tech	2/13/2014
Heald Honolulu-Software Tech Associates 66	2/13/2014
Heald Honolulu-Software Tech Associates 88	2/13/2014
Heald Honolulu-Web Design	7/1/2010
Heald Modesto-Accounting Associates 66	2/13/2014
Heald Modesto-Accounting Associates 88	2/13/2014
Heald Modesto-Business Admin Associates 66	2/13/2014
Heald Modesto-Business Administration Associates 88	2/13/2014
Heald Modesto-Criminal Justice (AAS Degree)	7/1/2012
Heald Modesto-Criminal Justice Associates 66	2/13/2014
Heald Modesto-Criminal Justice Associates 88	2/13/2014
Heald Modesto-Dental Assisting (AAS Degree)	7/1/2011
Heald Modesto-Dental Assisting Associates 66	2/13/2014
Heald Modesto-Dental Assisting Associates 88	2/13/2014
Heald Modesto-Medical Assisting (AAS Degree)	7/1/2011
Heald Modesto-Medical Assisting Associates 66	2/13/2014
Heald Modesto-Medical Assisting Associates 88	2/13/2014
Heald Modesto-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Modesto-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Modesto-Medical Insurance Billing and Coding (AAS Degree)	7/1/2012
Heald Modesto-Medical Office Admin Associates 66	2/13/2014
Heald Modesto-Medical Office Admin Associates 88	2/13/2014
Heald Modesto-Paralegal Associates 66	2/13/2014
Heald Modesto-Paralegal Associates 88	2/13/2014
Heald Portland-Accounting 66	2/13/2014
Heald Portland-Accounting Associates 88	2/13/2014
Heald Portland-BA - Accounting	7/1/2010
Heald Portland-BA – Criminal Justice	7/1/2010
Heald Portland-Business Admin	2/13/2014
Heald Portland-Business Admin Associates 66	2/13/2014
Heald Portland-Business Admin Associates 88	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Portland-Business Administration	7/1/2010
Heald Portland-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Portland-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Portland-Business Administration (AA Degree)	7/1/2010
Heald Portland-Business Administration (AAS Degree)	7/1/2010
Heald Portland-Construction Management (AA Degree)	7/1/2012
Heald Portland-Construction Management (AAS Degree)	7/1/2012
Heald Portland-Criminal Justice (AA Degree)	7/1/2011
Heald Portland-Criminal Justice (AAS Degree)	7/1/2011
Heald Portland-Criminal Justice Admin	7/1/2010
Heald Portland-Criminal Justice Associates 66	2/13/2014
Heald Portland-Criminal Justice Associates 88	2/13/2014
Heald Portland-Dental Assisting Associates 66	2/13/2014
Heald Portland-Dental Assisting Associates 88	2/13/2014
Heald Portland-Entrepreneurship Associates 66	2/13/2014
Heald Portland-Entrepreneurship Associates 88	2/13/2014
Heald Portland-IT – Network Systems Admin	7/1/2010
Heald Portland-IT Network Systems Admin Associates 66	2/13/2014
Heald Portland-IT Network Systems Admin Associates 88	2/13/2014
Heald Portland-IT Network Systems Administration (AA Degree)	7/1/2010
Heald Portland-IT Network Systems Administration (AAS Degree)	7/1/2010
Heald Portland-Medical Assisting	7/1/2010
Heald Portland-Medical Assisting (AA Degree)	7/1/2010
Heald Portland-Medical Assisting (AAS Degree)	7/1/2012
Heald Portland-Medical Assisting (Diploma)	7/1/2010
Heald Portland-Medical Assisting Associates 66	2/13/2014
Heald Portland-Medical Assisting Associates 88	2/13/2014
Heald Portland-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Portland-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Portland-Medical Insurance Billing and Coding	7/1/2010
Heald Portland-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Portland-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Portland-Medical Office Admin	2/13/2014
Heald Portland-Medical Office Admin Associates 66	2/13/2014
Heald Portland-Medical Office Admin Associates 88	2/13/2014
Heald Portland-Medical Office Administration	7/1/2010
Heald Portland-Medical Office Administration (AA Degree)	7/1/2010
Heald Portland-Medical Office Administration (AAS Degree)	7/1/2010
Heald Portland-Medical Office Administration (Diploma)	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Portland-Office Skills	2/13/2014
Heald Portland-Office Skills (Certificate)	7/1/2011
Heald Portland-Paralegal (AA Degree)	7/1/2011
Heald Portland-Paralegal (AAS Degree)	7/1/2011
Heald Portland-Paralegal Associates 66	2/13/2014
Heald Portland-Paralegal Associates 88	2/13/2014
Heald Portland-Pharmacy Tech Associates 66	2/13/2014
Heald Portland-Pharmacy Tech Associates 88	2/13/2014
Heald Portland-Pharmacy Technology (AA Degree)	7/1/2012
Heald Portland-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Rancho Cordova-Accounting	2/13/2014
Heald Rancho Cordova-Accounting Associates 66	2/13/2014
Heald Rancho Cordova-Accounting Associates 88	2/13/2014
Heald Rancho Cordova-BA - Accounting	7/1/2010
Heald Rancho Cordova-BA – Criminal Justice	7/1/2010
Heald Rancho Cordova-Business Admin	2/13/2014
Heald Rancho Cordova-Business Admin Associates 66	2/13/2014
Heald Rancho Cordova-Business Admin Associates 88	2/13/2014
Heald Rancho Cordova-Business Administration	7/1/2010
Heald Rancho Cordova-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Rancho Cordova-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Rancho Cordova-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Rancho Cordova-Business Administration (AA Degree)	7/1/2010
Heald Rancho Cordova-Business Administration (AAS Degree)	7/1/2010
Heald Rancho Cordova-Business Administration (Diploma)	7/1/2010
Heald Rancho Cordova-Construction Management (AA Degree)	7/1/2012
Heald Rancho Cordova-Construction Management (AAS Degree)	7/1/2012
Heald Rancho Cordova-Criminal Justice (AA Degree)	7/1/2010
Heald Rancho Cordova-Criminal Justice (AAS Degree)	7/1/2010
Heald Rancho Cordova-Criminal Justice Associates 66	2/13/2014
Heald Rancho Cordova-Criminal Justice Associates 88	2/13/2014
Heald Rancho Cordova-Entrepreneurship Associates 66	2/13/2014
Heald Rancho Cordova-Entrepreneurship Associates 88	2/13/2014
Heald Rancho Cordova-IT – Network Security	7/1/2010
Heald Rancho Cordova-IT Network Security (AA Degree)	7/1/2010
Heald Rancho Cordova-IT Network Security (AAS Degree)	7/1/2010
Heald Rancho Cordova-IT Network Security Associates 66	2/13/2014
Heald Rancho Cordova-IT Network Security Associates 88	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Rancho Cordova-Medical Assisting	7/1/2010
Heald Rancho Cordova-Medical Assisting (AA Degree)	7/1/2010
Heald Rancho Cordova-Medical Assisting (AAS Degree)	7/1/2010
Heald Rancho Cordova-Medical Assisting Associates 66	2/13/2014
Heald Rancho Cordova-Medical Assisting Associates 88	2/13/2014
Heald Rancho Cordova-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Rancho Cordova-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Rancho Cordova-Medical Insurance Billing and Coding	7/1/2010
Heald Rancho Cordova-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Rancho Cordova-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Rancho Cordova-Medical Office Admin	2/13/2014
Heald Rancho Cordova-Medical Office Admin Associates 66	2/13/2014
Heald Rancho Cordova-Medical Office Admin Associates 88	2/13/2014
Heald Rancho Cordova-Medical Office Administration	7/1/2010
Heald Rancho Cordova-Medical Office Administration (AA Degree)	7/1/2010
Heald Rancho Cordova-Medical Office Administration (AAS Degree)	7/1/2010
Heald Rancho Cordova-Medical Office Administration (Diploma)	7/1/2010
Heald Rancho Cordova-Office Skills	7/1/2010
Heald Rancho Cordova-Office Skills (Certificate)	7/1/2010
Heald Rancho Cordova-Paralegal (AA Degree)	7/1/2011
Heald Rancho Cordova-Paralegal (AAS Degree)	7/1/2011
Heald Rancho Cordova-Paralegal Associates 66	2/13/2014
Heald Rancho Cordova-Paralegal Associates 88	2/13/2014
Heald Rancho Cordova-Pharmacy Tech Associates 66	2/13/2014
Heald Rancho Cordova-Pharmacy Tech Associates 88	2/13/2014
Heald Rancho Cordova-Pharmacy Technology (AA Degree)	7/1/2012
Heald Rancho Cordova-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Roseville-Accounting	2/13/2014
Heald Roseville-Accounting Associates 66	2/13/2014
Heald Roseville-Accounting Associates 88	2/13/2014
Heald Roseville-BA - Accounting	7/1/2010
Heald Roseville-BA – Criminal Justice	7/1/2010
Heald Roseville-Business Accounting (AAS Degree)	7/1/2010
Heald Roseville-Business Accounting (Certificate)	7/1/2010
Heald Roseville-Business Admin	2/13/2014
Heald Roseville-Business Admin 66	2/13/2014
Heald Roseville-Business Admin Associates 88	2/13/2014
Heald Roseville-Business Administration	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Roseville-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Roseville-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Roseville-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Roseville-Business Administration (AA Degree)	7/1/2010
Heald Roseville-Business Administration (AAS Degree)	7/1/2010
Heald Roseville-Business Administration (Diploma)	7/1/2010
Heald Roseville-Construction Management (AA Degree)	7/1/2012
Heald Roseville-Construction Management (AAS Degree)	7/1/2012
Heald Roseville-Criminal Justice (AA Degree)	7/1/2010
Heald Roseville-Criminal Justice (AAS Degree)	7/1/2010
Heald Roseville-Criminal Justice Associates 66	2/13/2014
Heald Roseville-Criminal Justice Associates 88	2/13/2014
Heald Roseville-Entrepreneurship Associates 66	2/13/2014
Heald Roseville-Entrepreneurship Associates 88	2/13/2014
Heald Roseville-IT – Network Security	7/1/2010
Heald Roseville-IT – Network Systems Admin	7/1/2010
Heald Roseville-IT Network Security (AA Degree)	7/1/2010
Heald Roseville-IT Network Security (AAS Degree)	7/1/2010
Heald Roseville-IT Network Security Associates 66	2/13/2014
Heald Roseville-IT Network Security Associates 88	2/13/2014
Heald Roseville-Medical Assisting	7/1/2010
Heald Roseville-Medical Assisting (AA Degree)	7/1/2010
Heald Roseville-Medical Assisting (AAS Degree)	7/1/2010
Heald Roseville-Medical Assisting Associates 66	2/13/2014
Heald Roseville-Medical Assisting Associates 88	2/13/2014
Heald Roseville-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Roseville-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Roseville-Medical Insurance Billing and Coding	7/1/2010
Heald Roseville-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Roseville-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Roseville-Medical Office Admin	2/13/2014
Heald Roseville-Medical Office Admin Associates 66	2/13/2014
Heald Roseville-Medical Office Admin Associates 88	2/13/2014
Heald Roseville-Medical Office Administration	7/1/2010
Heald Roseville-Medical Office Administration (AA Degree)	7/1/2010
Heald Roseville-Medical Office Administration (AAS Degree)	7/1/2010
Heald Roseville-Medical Office Administration (Diploma)	7/1/2010
Heald Roseville-NT – Cisco	7/1/2010
Heald Roseville-Office Skills (Certificate)	7/1/2012

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Roseville-Paralegal (AA Degree)	7/1/2011
Heald Roseville-Paralegal (AAS Degree)	7/1/2011
Heald Roseville-Paralegal Associates 66	2/13/2014
Heald Roseville-Paralegal Associates 88	2/13/2014
Heald Roseville-Pharmacy Tech Associates 66	2/13/2014
Heald Roseville-Pharmacy Tech Associates 88	2/13/2014
Heald Roseville-Pharmacy Technology (AA Degree)	7/1/2012
Heald Roseville-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Salinas-Accounting	2/13/2014
Heald Salinas-Accounting Associates 66	2/13/2014
Heald Salinas-Accounting Associates 88	2/13/2014
Heald Salinas-BA - Accounting	7/1/2010
Heald Salinas-BA – Criminal Justice	7/1/2010
Heald Salinas-Business Accounting (Certificate)	7/1/2010
Heald Salinas-Business Admin	2/13/2014
Heald Salinas-Business Admin Associates 66	2/13/2014
Heald Salinas-Business Administration	7/1/2010
Heald Salinas-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Salinas-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Salinas-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Salinas-Business Administration (AA Degree)	7/1/2010
Heald Salinas-Business Administration (AAS Degree)	7/1/2010
Heald Salinas-Business Administration (Diploma)	7/1/2010
Heald Salinas-Business Administration Associates 88	2/13/2014
Heald Salinas-Criminal Justice (AA Degree)	7/1/2010
Heald Salinas-Criminal Justice (AAS Degree)	7/1/2010
Heald Salinas-Criminal Justice Associates 66	2/13/2014
Heald Salinas-Criminal Justice Associates 88	2/13/2014
Heald Salinas-Entrepreneurship Associates 66	2/13/2014
Heald Salinas-Entrepreneurship Associates 88	2/13/2014
Heald Salinas-Medical Assisting	2/13/2014
Heald Salinas-Medical Assisting (AA Degree)	7/1/2010
Heald Salinas-Medical Assisting (AAS Degree)	7/1/2010
Heald Salinas-Medical Assisting (Diploma)	7/1/2010
Heald Salinas-Medical Assisting Associates 66	7/1/2010
Heald Salinas-Medical Assisting Associates 88	2/13/2014
Heald Salinas-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Salinas-Medical Insurance Billing & Coding Associates 88	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Salinas-Medical Insurance Billing and Coding	7/1/2010
Heald Salinas-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Salinas-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Salinas-Medical Office Admin	2/13/2014
Heald Salinas-Medical Office Admin Associates 66	2/13/2014
Heald Salinas-Medical Office Admin Associates 88	2/13/2014
Heald Salinas-Medical Office Administration	7/1/2010
Heald Salinas-Medical Office Administration (AA Degree)	7/1/2010
Heald Salinas-Medical Office Administration (AAS Degree)	7/1/2010
Heald Salinas-Medical Office Administration (Diploma)	7/1/2010
Heald Salinas-Office Skills	7/1/2010
Heald Salinas-Office Skills (Certificate)	7/1/2010
Heald Salinas-Paralegal (AA Degree)	7/1/2011
Heald Salinas-Paralegal (AAS Degree)	7/1/2011
Heald Salinas-Paralegal Associates 66	2/13/2014
Heald Salinas-Paralegal Associates 88	2/13/2014
Heald Salinas-Pharmacy Tech Associates 66	2/13/2014
Heald Salinas-Pharmacy Tech Associates 88	2/13/2014
Heald Salinas-Pharmacy Technology (AA Degree)	7/1/2012
Heald Salinas-Pharmacy Technology (AAS Degree)	7/1/2012
Heald San Francisco-Accounting	2/13/2014
Heald San Francisco-Accounting Associates 66	2/13/2014
Heald San Francisco-Accounting Associates 88	2/13/2014
Heald San Francisco-BA - Accounting	7/1/2010
Heald San Francisco-BA – Criminal Justice	7/1/2010
Heald San Francisco-BA – Software Technologies	7/1/2010
Heald San Francisco-Business Accounting	7/1/2010
Heald San Francisco-Business Accounting (AAS Degree)	7/1/2010
Heald San Francisco-Business Accounting (Certificate)	7/1/2010
Heald San Francisco-Business Admin	2/13/2014
Heald San Francisco-Business Admin Associates 66	2/13/2014
Heald San Francisco-Business Admin Associates 88	2/13/2014
Heald San Francisco-Business Administration	7/1/2010
Heald San Francisco-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald San Francisco-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald San Francisco-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald San Francisco-Business Administration - Software Technologies Emphasis (AA Degree)	7/1/2012
Heald San Francisco-Business Administration - Software Technologies Emphasis (AAS Degree)	7/1/2012

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald San Francisco-Business Administration - Software Technologies Emphasis (Diploma)	7/1/2012
Heald San Francisco-Business Administration (AA Degree)	7/1/2010
Heald San Francisco-Business Administration (AAS Degree)	7/1/2010
Heald San Francisco-Business Administration (Diploma)	7/1/2010
Heald San Francisco-Construction Management (AA Degree)	7/1/2012
Heald San Francisco-Construction Management (AAS Degree)	7/1/2012
Heald San Francisco-Construction Mgmt Associates 66	2/13/2014
Heald San Francisco-Construction Mgmt Associates 88	2/13/2014
Heald San Francisco-Criminal Justice (AA Degree)	7/1/2010
Heald San Francisco-Criminal Justice (AAS Degree)	7/1/2010
Heald San Francisco-Criminal Justice Admin	7/1/2010
Heald San Francisco-Criminal Justice Associates 66	2/13/2014
Heald San Francisco-Criminal Justice Associates 88	2/13/2014
Heald San Francisco-Electronics Technology	7/1/2010
Heald San Francisco-Entrepreneurship Associates 66	2/13/2014
Heald San Francisco-Entrepreneurship Associates 88	2/13/2014
Heald San Francisco-IT – Network Security	7/1/2010
Heald San Francisco-IT – Network Systems Admin	7/1/2010
Heald San Francisco-IT Network Security (AA Degree)	7/1/2010
Heald San Francisco-IT Network Security (AAS Degree)	7/1/2010
Heald San Francisco-IT Network Security Associates 66	2/13/2014
Heald San Francisco-IT Network Security Associates 88	2/13/2014
Heald San Francisco-IT Network Systems Admin	2/13/2014
Heald San Francisco-IT Network Systems Admin Associates 66	2/13/2014
Heald San Francisco-IT Network Systems Admin Associates 88	2/13/2014
Heald San Francisco-IT Network Systems Administration (AA Degree)	7/1/2010
Heald San Francisco-IT Network Systems Administration (AAS Degree)	7/1/2010
Heald San Francisco-IT Network Systems Administration (Diploma)	7/1/2010
Heald San Francisco-Medical Assisting	7/1/2010
Heald San Francisco-Medical Assisting (AA Degree)	7/1/2010
Heald San Francisco-Medical Assisting (AAS Degree)	7/1/2010
Heald San Francisco-Medical Assisting (Diploma)	7/1/2010
Heald San Francisco-Medical Assisting Associates 66	2/13/2014
Heald San Francisco-Medical Assisting Associates 88	2/13/2014
Heald San Francisco-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald San Francisco-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald San Francisco-Medical Insurance Billing and Coding	7/1/2010
Heald San Francisco-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald San Francisco-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald San Francisco-Medical Office Admin	2/13/2014
Heald San Francisco-Medical Office Admin Associates 66	2/13/2014
Heald San Francisco-Medical Office Admin Associates 88	2/13/2014
Heald San Francisco-Medical Office Administration	7/1/2010
Heald San Francisco-Medical Office Administration (AA Degree)	7/1/2010
Heald San Francisco-Medical Office Administration (AAS Degree)	7/1/2010
Heald San Francisco-Medical Office Administration (Diploma)	7/1/2010
Heald San Francisco-NT – Windows System Admin	7/1/2010
Heald San Francisco-Office Skills	7/1/2010
Heald San Francisco-Office Skills (Certificate)	7/1/2010
Heald San Francisco-Paralegal (AA Degree)	7/1/2011
Heald San Francisco-Paralegal (AAS Degree)	7/1/2011
Heald San Francisco-Paralegal Associates 66	2/13/2014
Heald San Francisco-Paralegal Associates 88	2/13/2014
Heald San Francisco-Pharmacy Tech Associates 66	2/13/2014
Heald San Francisco-Pharmacy Tech Associates 88	2/13/2014
Heald San Francisco-Pharmacy Technology (AA Degree)	7/1/2012
Heald San Francisco-Pharmacy Technology (AAS Degree)	7/1/2012
Heald San Francisco-Software Tech	2/13/2014
Heald San Francisco-Software Tech Associates 66	2/13/2014
Heald San Francisco-Software Tech Associates 88	2/13/2014
Heald San Jose-Accounting	2/13/2014
Heald San Jose-Accounting Associates 66	2/13/2014
Heald San Jose-Accounting Associates 88	2/13/2014
Heald San Jose-BA - Accounting	7/1/2010
Heald San Jose-BA – Criminal Justice	7/1/2010
Heald San Jose-Business Accounting	7/1/2010
Heald San Jose-Business Admin	2/13/2014
Heald San Jose-Business Admin Associates 88	2/13/2014
Heald San Jose-Business Administration	7/1/2010
Heald San Jose-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald San Jose-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald San Jose-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald San Jose-Business Administration (AA Degree)	7/1/2010
Heald San Jose-Business Administration (AAS Degree)	7/1/2010
Heald San Jose-Business Administration (Diploma)	7/1/2010
Heald San Jose-Business Administration Associates 66	2/13/2014
Heald San Jose-Construction Management (AA Degree)	7/1/2012

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald San Jose-Construction Management (AAS Degree)	7/1/2012
Heald San Jose-Criminal Justice (AA Degree)	7/1/2011
Heald San Jose-Criminal Justice (AAS Degree)	7/1/2011
Heald San Jose-Criminal Justice Associates 66	2/13/2014
Heald San Jose-Criminal Justice Associates 88	2/13/2014
Heald San Jose-Electronics Tech	2/13/2014
Heald San Jose-Electronics Tech Associates 66	2/13/2014
Heald San Jose-Electronics Tech Associates 88	2/13/2014
Heald San Jose-Electronics Technology	7/1/2010
Heald San Jose-Electronics Technology (AA Degree)	7/1/2010
Heald San Jose-Electronics Technology (AAS Degree)	7/1/2010
Heald San Jose-Electronics Technology (Diploma)	7/1/2010
Heald San Jose-Entrepreneurship Associates 66	2/13/2014
Heald San Jose-Entrepreneurship Associates 88	2/13/2014
Heald San Jose-IT – Network Security	7/1/2010
Heald San Jose-IT Network Security (AA Degree)	7/1/2010
Heald San Jose-IT Network Security (AAS Degree)	7/1/2010
Heald San Jose-IT Network Security Associates 66	2/13/2014
Heald San Jose-IT Network Security Associates 88	2/13/2014
Heald San Jose-Marketing & Sales	7/1/2010
Heald San Jose-Medical Assisting	7/1/2010
Heald San Jose-Medical Assisting (AA Degree)	7/1/2010
Heald San Jose-Medical Assisting (AAS Degree)	7/1/2010
Heald San Jose-Medical Assisting Associates 66	2/13/2014
Heald San Jose-Medical Assisting Associates 88	2/13/2014
Heald San Jose-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald San Jose-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald San Jose-Medical Insurance Billing and Coding	7/1/2010
Heald San Jose-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald San Jose-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald San Jose-Medical Office Admin	2/13/2014
Heald San Jose-Medical Office Admin Associates 66	2/13/2014
Heald San Jose-Medical Office Admin Associates 88	2/13/2014
Heald San Jose-Medical Office Administration	7/1/2010
Heald San Jose-Medical Office Administration (AA Degree)	7/1/2010
Heald San Jose-Medical Office Administration (AAS Degree)	7/1/2010
Heald San Jose-Medical Office Administration (Diploma)	7/1/2010
Heald San Jose-Office Skills	7/1/2010
Heald San Jose-Office Skills (Certificate)	7/1/2010

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald San Jose-Paralegal (AA Degree)	7/1/2011
Heald San Jose-Paralegal (AAS Degree)	7/1/2011
Heald San Jose-Paralegal Associates 66	2/13/2014
Heald San Jose-Paralegal Associates 88	2/13/2014
Heald San Jose-Pharmacy Tech Associates 66	2/13/2014
Heald San Jose-Pharmacy Tech Associates 88	2/13/2014
Heald San Jose-Pharmacy Technology (AA Degree)	7/1/2012
Heald San Jose-Pharmacy Technology (AAS Degree)	7/1/2012
Heald Stockton-Accounting	2/13/2014
Heald Stockton-Accounting Associates 66	2/13/2014
Heald Stockton-Accounting Associates 88	2/13/2014
Heald Stockton-BA - Accounting	7/1/2010
Heald Stockton-BA – Criminal Justice	7/1/2010
Heald Stockton-Business Admin	2/13/2014
Heald Stockton-Business Admin Associates 66	2/13/2014
Heald Stockton-Business Admin Associates 88	2/13/2014
Heald Stockton-Business Administration	7/1/2010
Heald Stockton-Business Administration - Accounting Emphasis (AA Degree)	7/1/2010
Heald Stockton-Business Administration - Accounting Emphasis (AAS Degree)	7/1/2010
Heald Stockton-Business Administration - Accounting Emphasis (Diploma)	7/1/2010
Heald Stockton-Business Administration (AA Degree)	7/1/2010
Heald Stockton-Business Administration (AAS Degree)	7/1/2010
Heald Stockton-Business Administration (Diploma)	7/1/2010
Heald Stockton-Construction Management (AA Degree)	7/1/2012
Heald Stockton-Construction Management (AAS Degree)	7/1/2012
Heald Stockton-Criminal Justice (AA Degree)	7/1/2011
Heald Stockton-Criminal Justice (AAS Degree)	7/1/2011
Heald Stockton-Criminal Justice Associates 66	2/13/2014
Heald Stockton-Criminal Justice Associates 88	2/13/2014
Heald Stockton-Dental Assisting	7/1/2010
Heald Stockton-Dental Assisting (AA Degree)	7/1/2010
Heald Stockton-Dental Assisting (AAS Degree)	7/1/2010
Heald Stockton-Dental Assisting Associates 66	2/13/2014
Heald Stockton-Dental Assisting Associates 88	2/13/2014
Heald Stockton-Entrepreneurship Associates 66	2/13/2014
Heald Stockton-Entrepreneurship Associates 88	2/13/2014
Heald Stockton-IT – Network Systems Admin	7/1/2010
Heald Stockton-IT Network Systems	2/13/2014

List of Heald College Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
Heald Stockton-IT Network Systems Admin Associates 66	2/13/2014
Heald Stockton-IT Network Systems Admin Associates 88	2/13/2014
Heald Stockton-IT Network Systems Administration (AA Degree)	7/1/2010
Heald Stockton-IT Network Systems Administration (AAS Degree)	7/1/2010
Heald Stockton-IT Network Systems Administration (Diploma)	7/1/2010
Heald Stockton-Medical Assisting	7/1/2010
Heald Stockton-Medical Assisting (AA Degree)	7/1/2010
Heald Stockton-Medical Assisting (AAS Degree)	7/1/2010
Heald Stockton-Medical Assisting (Diploma)	7/1/2010
Heald Stockton-Medical Assisting Associates 66	2/13/2014
Heald Stockton-Medical Assisting Associates 88	2/13/2014
Heald Stockton-Medical Insurance Billing & Coding Associates 66	2/13/2014
Heald Stockton-Medical Insurance Billing & Coding Associates 88	2/13/2014
Heald Stockton-Medical Insurance Billing and Coding	7/1/2010
Heald Stockton-Medical Insurance Billing and Coding (AA Degree)	7/1/2010
Heald Stockton-Medical Insurance Billing and Coding (AAS Degree)	7/1/2010
Heald Stockton-Medical Office Admin	2/13/2014
Heald Stockton-Medical Office Admin Associates 66	2/13/2014
Heald Stockton-Medical Office Admin Associates 88	2/13/2014
Heald Stockton-Medical Office Administration	7/1/2010
Heald Stockton-Medical Office Administration (AA Degree)	7/1/2010
Heald Stockton-Medical Office Administration (AAS Degree)	7/1/2010
Heald Stockton-Medical Office Administration (Diploma)	7/1/2010
Heald Stockton-Network Tech	2/13/2014
Heald Stockton-Network Tech Associates 22	2/13/2014
Heald Stockton-Networking Technology - Microsoft Emphasis (AAS Degree)	7/1/2011
Heald Stockton-Networking Technology - Microsoft Emphasis (Certificate)	7/1/2011
Heald Stockton-NT – Cisco	7/1/2010
Heald Stockton-Office Skills	7/1/2010
Heald Stockton-Office Skills (Certificate)	7/1/2010
Heald Stockton-Paralegal (AA Degree)	7/1/2011
Heald Stockton-Paralegal (AAS Degree)	7/1/2011
Heald Stockton-Paralegal Associates 66	2/13/2014
Heald Stockton-Paralegal Associates 88	2/13/2014
Heald Stockton-Pharmacy Tech Associates 66	2/13/2014
Heald Stockton-Pharmacy Tech Associates 88	2/13/2014

EXHIBIT B

List of Everest/WyoTech Programs and Enrollment Dates Covered by Department of Education Findings
Updated June 15, 2016

STATE	CAMPUS/PROGRAM	FIRST DATE OF ENROLLMENT
CA	Everest Alhambra-Business Operations (Diploma)	7/1/2010 – 9/30/2013
CA	Everest Alhambra-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Alhambra-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Alhambra-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Alhambra-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Alhambra-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Alhambra-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2013
CA	Everest Anaheim-Criminal Justice (Associate)	7/1/2013 – 9/30/2014
CA	Everest Anaheim-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Anaheim-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Anaheim-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2013
CA	Everest City of Industry-Business Management/Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest City of Industry-Criminal Justice (Associate)	7/1/2012 – 9/30/2014
CA	Everest City of Industry-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest City of Industry-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest City of Industry-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
CA	Everest City of Industry-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
CA	Everest City of Industry-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Gardena-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Gardena-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Gardena-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Gardena-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Gardena-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Hayward-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Hayward-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Hayward-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Hayward-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Los Angeles Wilshire-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Los Angeles Wilshire-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Los Angeles Wilshire-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Los Angeles Wilshire-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Los Angeles Wilshire-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Los Angeles Wilshire-Pharmacy Technician (all credential levels)	7/1/2010 – 9/30/2014
CA	Everest Ontario-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Ontario-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Ontario-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014

CA	Everest Ontario-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Ontario-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Ontario-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Accounting (Associate)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Applied Management (Bachelor)	7/1/2011 – 9/30/2014
CA	Everest Ontario Metro-Business (Associate)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Business (Bachelor)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Business Administration (AAS)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2014
CA	Everest Ontario Metro-Nursing (Associate)	7/1/2012 – 9/30/2014
CA	Everest Ontario Metro-Paralegal (Associate)	7/1/2010 – 9/30/2014
CA	Everest Reseda-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Reseda-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Reseda-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Reseda-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Reseda-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Reseda-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
CA	Everest Reseda-Surgical Technologist (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Bernardino-Business (Associate)	7/1/2012 – 9/30/2014
CA	Everest San Bernardino-Criminal Justice (Associate)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
CA	Everest San Bernardino-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Bernardino-Electrician (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Bernardino-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Bernardino-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Bernardino-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Francisco-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Francisco-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Francisco-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
CA	Everest San Francisco-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Jose-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Jose-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Jose-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Jose-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest San Jose-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
CA	Everest Torrance-Medical Assistant (Diploma)	7/1/2012 – 9/30/2014
CA	Everest Torrance-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2014
CA	Everest West Los Angeles-Criminal Justice (Associate)	7/1/2013 – 9/30/2014
CA	Everest West Los Angeles-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest West Los Angeles-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
CA	Everest West Los Angeles-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	Everest West Los Angeles-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014

CA	Everest West Los Angeles-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
CA	Everest West Los Angeles-Paralegal (Associate)	7/1/2013 – 9/30/2014
CA	Everest West Los Angeles-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech Fremont-Applied Automotive Technology - Advanced Diagnostics Concentration (Diploma)	7/1/2010 – 9/30/2013
CA	WyoTech Fremont-Applied Automotive Technology (Diploma)	7/1/2010 – 9/30/2013
CA	WyoTech Fremont-Automotive Technology/ Concentration in Automotive Diagnostics (Associate)	7/1/2010 – 9/30/2014
CA	WyoTech Fremont-Automotive Technology/ Concentration in Service Management (Associate)	7/1/2010 – 9/30/2014
CA	WyoTech Fremont-Commercial Heating Ventilation and Air Conditioning (CHVAC) (Diploma)	7/1/2011 – 9/30/2014
CA	WyoTech Fremont-Electrician (Diploma)	7/1/2011 – 9/30/2012
CA	WyoTech Fremont-Heating Ventilation and Air Conditioning (HVAC) (Diploma)	7/1/2011 – 9/30/2013
CA	WyoTech Fremont-Motorcycle Technician (Diploma)	7/1/2011 – 9/30/2014
CA	WyoTech Fremont-Plumbing Technology (Diploma)	7/1/2011 – 9/30/2012
CA	WyoTech Fremont-Residential Heating Ventilation and Air Conditioning (HVAC) (Diploma)	7/1/2011 – 9/30/2014
CA	WyoTech Long Beach-Automotive Technician (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech Long Beach-Automotive Technology (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech Long Beach-Electrician (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech Long Beach-Heating Ventilation and Air Conditioning (HVAC) (Diploma)	7/1/2010 – 9/30/2013
CA	WyoTech Long Beach-Industrial Electrical Technology (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech Long Beach-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech Long Beach-Plumbing Technology (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech West Sacramento-Automotive Technology (all credential levels)	7/1/2010 – 9/30/2014
CA	WyoTech West Sacramento-Automotive Technology and Management (Associate)	7/1/2010 – 9/30/2014
CA	WyoTech West Sacramento-Automotive Technology with Advanced Automotive Diagnostics (all credential levels)	7/1/2010 – 9/30/2014
CA	WyoTech West Sacramento-Collision/Refinishing and Upholstery Technology (Diploma)	7/1/2010 – 9/30/2014
CA	WyoTech West Sacramento-Street Rod and Custom Fabrication with Automotive Technology (Diploma)	7/1/2010 – 9/30/2014
CO	Everest Aurora (CO)-Accounting (Associate)	7/1/2010 – 9/30/2014
CO	Everest Aurora (CO)-Business (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
CO	Everest Aurora (CO)-Criminal Justice (Associate)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
CO	Everest Aurora (CO)-Dental Assistant (Diploma)	7/1/2011 – 9/30/2012
CO	Everest Aurora (CO)-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2012
CO	Everest Aurora (CO)-Medical Assistant (Diploma)	7/1/2011 – 9/30/2012
CO	Everest Aurora (CO)-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
CO	Everest Aurora (CO)-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2012

CO	Everest Colorado Springs-Accounting (Associate)	7/1/2011 – 9/30/2014
CO	Everest Colorado Springs-Business (Associate)	7/1/2011 – 9/30/2014
CO	Everest Colorado Springs-Business Accounting (Diploma)	7/1/2011 – 9/30/2014
CO	Everest Colorado Springs-Computer Information Science (Associate)	7/1/2011 – 9/30/2014
CO	Everest Colorado Springs-Criminal Justice (Associate)	7/1/2011 – 9/30/2013
CO	Everest Colorado Springs-Dental Assistant (Diploma)	7/1/2011 – 9/30/2012
CO	Everest Colorado Springs-Legal Assistant/Paralegal (Associate)	7/1/2011 – 9/30/2014
CO	Everest Colorado Springs-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
CO	Everest Colorado Springs-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2013
CO	Everest Colorado Springs-Medical Assistant (Diploma)	7/1/2011 – 9/30/2013
CO	Everest Thornton-Accounting (Associate)	7/1/2010 – 9/30/2014
CO	Everest Thornton-Business (Associate)	7/1/2011 – 9/30/2014
CO	Everest Thornton-Business Accounting (Diploma)	7/1/2010 – 9/30/2014
CO	Everest Thornton-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
CO	Everest Thornton-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
CO	Everest Thornton-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
CO	Everest Thornton-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
CO	Everest Thornton-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2013
CO	Everest Thornton-Paralegal (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
CO	Everest Thornton-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2013
CO	Everest Thornton-Surgical Technologist (Associate)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Accounting (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Accounting (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Applied Management (Associate)	7/1/2012 – 9/30/2014
FL	Everest Brandon-Business (Associate)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Business (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Business Administration (Associate)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Business Administration (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Business Administration (Masters)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Computer Information Science (Associate)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Computer Information Science (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Computer Office Technology and Applications (all credential levels)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Criminal Justice (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Criminal Justice (Masters)	7/1/2010 – 9/30/2012
FL	Everest Brandon-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Medical Assistant (Associate)	7/1/2010 – 9/30/2014

FL	Everest Brandon-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Medical Insurance Billing and Coding (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Nursing (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Paralegal (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Paralegal (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Brandon-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Brandon-Radiologic Technician (Associate)	7/1/2013 – 9/30/2014
FL	Everest Brandon-Surgical Technologist (Associate)	7/1/2010 – 9/30/2014
FL	Everest Fort Lauderdale-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Fort Lauderdale-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Fort Lauderdale-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Fort Lauderdale-Patient Care Technician (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Fort Lauderdale-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Business (Associate)	7/1/2012 – 9/30/2014
FL	Everest Hialeah-Criminal Investigations (Associate)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Hialeah-Criminal Justice Private and Homeland Security (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Hialeah-Criminal Justice Social and Youth Services (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Hialeah-Diagnostic Card Sonogram (Associate)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Medical Insurance Billing and Coding (Associate)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Hialeah-Patient Care Technician (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Hialeah-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Hialeah-Surgical Technologist (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Jacksonville-Accounting (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Jacksonville-Applied Management (Associate)	7/1/2011 – 9/30/2013
FL	Everest Jacksonville-Applied Management (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Jacksonville-Business (Associate)	7/1/2010 – 9/30/2014
FL	Everest Jacksonville-Business (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Jacksonville-Business Administration (Associate)	7/1/2010 – 9/30/2014
FL	Everest Jacksonville-Business Administration (Bachelor)	7/1/2010 – 9/30/2014

FL	Everest Jacksonville-Business Administration (Master)	7/1/2010 – 9/30/2014
FL	Everest Jacksonville-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Jacksonville-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Jacksonville-Criminal Justice (Master)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Jacksonville-Criminal Justice Private and Homeland Security (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Jacksonville-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
FL	Everest Jacksonville-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011
FL	Everest Jacksonville-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011
FL	Everest Jacksonville-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
FL	Everest Jacksonville-Medical Insurance Billing and Coding (Diploma)	7/1/2013 – 9/30/2014
FL	Everest Jacksonville-Paralegal (Associate)	7/1/2010 – 9/30/2011
FL	Everest Jacksonville-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011
FL	Everest Kendall (Miami)-Applied Management (Associate)	7/1/2012 – 9/30/2014
FL	Everest Kendall (Miami)-Business (Associate)	7/1/2012 – 9/30/2014
FL	Everest Kendall (Miami)-Business Sales and Customer Design (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Kendall (Miami)-Criminal Investigations (Associate)	7/1/2012 – 9/30/2014
FL	Everest Kendall (Miami)-Criminal Justice (Associate)	7/1/2012 – 9/30/2014
FL	Everest Kendall (Miami)-Criminal Justice Private and Homeland Security (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Kendall (Miami)-Medical Insurance Billing and Coding (Associate)	7/1/2010 – 9/30/2014
FL	Everest Kendall (Miami)-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Kendall (Miami)-Patient Care Technician (Diploma)	7/1/2013 – 9/30/2014
FL	Everest Lakeland-Accounting (Associate)	7/1/2011 – 9/30/2012
FL	Everest Lakeland-Applied Management (Associate)	7/1/2013 – 9/30/2014
FL	Everest Lakeland-Applied Management (Bachelor)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Lakeland-Business (Associate)	7/1/2010 – 9/30/2014
FL	Everest Lakeland-Business (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Lakeland-Business Administration (Associate)	7/1/2010 – 9/30/2014
FL	Everest Lakeland-Criminal Justice (Associate)	7/1/2011 – 9/30/2014
FL	Everest Lakeland-Criminal Justice (Bachelor)	7/1/2013 – 9/30/2014
FL	Everest Lakeland-Massage Therapy (Diploma)	7/1/2012 – 9/30/2013
FL	Everest Lakeland-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Lakeland-Medical Assistant (Associates)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
FL	Everest Lakeland-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
FL	Everest Lakeland-Paralegal (Associate)	7/1/2013 – 9/30/2014
FL	Everest Lakeland-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2014

FL	Everest Largo-Accounting (Associate)	7/1/2010 – 9/30/2014
FL	Everest Largo-Accounting (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Largo-Business (Associate)	7/1/2011 – 9/30/2014
FL	Everest Largo-Business (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Largo-Business Administration (Associate)	7/1/2011 – 9/30/2014
FL	Everest Largo-Business Administration (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Largo-Business Administration (Master)	7/1/2010 – 9/30/2011
FL	Everest Largo-Business Office Administration (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Largo-Business Sales and Customer Service (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Largo-Computer Information Science (Associate)	7/1/2010 – 9/30/2014
FL	Everest Largo-Computer Information Science (Bachelor)	7/1/2012 – 9/30/2014
FL	Everest Largo-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Largo-Dental Assistant (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Largo-Massage Therapy (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Largo-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Largo-Medical Assistant (Associate)	7/1/2011 – 9/30/2014
FL	Everest Largo-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Largo-Medical Insurance Billing and Coding (Associate)	7/1/2012 – 9/30/2014
FL	Everest Largo-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Largo-Paralegal (Associate)	7/1/2010 – 9/30/2014
FL	Everest Largo-Paralegal (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Largo-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Melbourne-Accounting (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Melbourne-Business (Associate)	7/1/2012 – 9/30/2013
FL	Everest Melbourne-Business (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Melbourne-Business Administration (Associate)	7/1/2012 – 9/30/2013
FL	Everest Melbourne-Business Administration (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Melbourne-Business Administration (Master)	7/1/2011 – 9/30/2014
FL	Everest Melbourne-Business Office Administration (Diploma)	7/1/2012 – 9/30/2013
FL	Everest Melbourne-Computer Information Science (Associate)	7/1/2010 – 9/30/2011
FL	Everest Melbourne-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Melbourne-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Melbourne-Film and Video (Associate)	7/1/2010 – 9/30/2014
FL	Everest Melbourne-Health Care Administration (Bachelor)	7/1/2012 – 9/30/2013
FL	Everest Melbourne-Paralegal (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Melbourne-Paralegal (Bachelor)	7/1/2013 – 9/30/2014
FL	Everest Melbourne-Pharmacy Technician (Associates)	7/1/2013 – 9/30/2014
FL	Everest Melbourne-Pharmacy Technician (Diploma)	7/1/2013 – 9/30/2014
FL	Everest Miami-Applied Management (Associate)	7/1/2013 – 9/30/2014
FL	Everest Miami-Business (Associate)	7/1/2011 – 9/30/2013
FL	Everest Miami-Business Office Administration (Diploma)	7/1/2011 – 9/30/2013
FL	Everest Miami-Criminal Investigations (Associate)	7/1/2010 – 9/30/2014
FL	Everest Miami-Criminal Justice (Associate)	7/1/2010 – 9/30/2014

FL	Everest Miami-Criminal Justice Private and Homeland Security (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Miami-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2013 – 9/30/2014
FL	Everest Miami-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Miami-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Miami-Medical Insurance Billing and Coding (Associates)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Miami-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Miami-Patient Care Technician (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Miami-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orange Park-Applied Management (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
FL	Everest Orange Park-Applied Management (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orange Park-Business (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orange Park-Business (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Orange Park-Business Office Administration	7/1/2010 – 9/30/2014
FL	Everest Orange Park-Criminal Investigations (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orange Park-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orange Park-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orange Park-Electrician (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orange Park-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orange Park-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orange Park-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orange Park-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orange Park-Medical Insurance Billing and Coding (Associate)	7/1/2011 – 9/30/2014
FL	Everest Orange Park-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Orange Park-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Orlando North – Business (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Accounting (Associate)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Accounting (Bachelor)	7/1/2012 – 9/30/2013
FL	Everest Orlando North-Business (Associate)	7/1/2011 – 9/30/2014
FL	Everest Orlando North-Business Accounting (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Business Administration (Associate)	7/1/2011 – 9/30/2014
FL	Everest Orlando North-Business Administration (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Orlando North-Business Administration (Master)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Orlando North-Business Sales and Customer Service (Diploma)	7/1/2011 – 9/30/2014
FL	Everest Orlando North-Computer Information Science (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014

FL	Everest Orlando North-Computer Information Science (Bachelor)	7/1/2011 – 9/30/2013
FL	Everest Orlando North-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Orlando North-Criminal Justice (Bachelor)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Film and Video (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Health Care Administration (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011
FL	Everest Orlando North-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orlando North-Medical Assistant (Associate)	7/1/2010 – 9/30/2013
FL	Everest Orlando North-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orlando North-Medical Insurance Billing and Coding (Associate)	7/1/2010 – 9/30/2011
FL	Everest Orlando North-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011
FL	Everest Orlando North-Paralegal (Bachelor)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando North-Pharmacy Technician (Associate)	7/1/2012 – 9/30/2013
FL	Everest Orlando North-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2013
FL	Everest Orlando South-Accounting (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando South-Accounting (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Orlando South-Applied Management (Associate)	7/1/2012 – 9/30/2014
FL	Everest Orlando South-Applied Management (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Orlando South-Business (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Business (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Business Administration (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Business Administration (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Business Administration (Masters)	7/1/2010 – 9/30/2012
FL	Everest Orlando South-Business Sales and Customer Service (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Computer Information Science (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Orlando South-Computer Information Science (Bachelor)	7/1/2011 – 9/30/2012
FL	Everest Orlando South-Criminal Investigations (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Orlando South-Criminal Justice Private and Homeland Security (Diploma)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Healthcare Administration (Bachelor)	7/1/2012 – 9/30/2014
FL	Everest Orlando South-Homeland Security (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Orlando South-Massage Therapy (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Orlando South-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Orlando South-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014

FL	Everest Orlando South-Paralegal (Associate)	7/1/2010 – 9/30/2011
FL	Everest Orlando South-Paralegal (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Orlando South-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2014
FL	Everest Orlando South-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Accounting (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Accounting (Bachelor)	7/1/2010 – 9/30/2011
FL	Everest Pompano Beach-Applied Management (Associate)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Applied Management (Bachelor)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Business (Associate)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Business (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Pompano Beach-Business Administration (Associate)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Business Administration (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Pompano Beach-Business Administration (Masters)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Computer Information Science (Associate)	7/1/2011 – 9/30/2014
FL	Everest Pompano Beach-Computer Information Science (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Criminal Investigations (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Criminal Justice (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Criminal Justice (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Criminal Justice (Master)	7/1/2011 – 9/30/2014
FL	Everest Pompano Beach-Criminal Justice Private and Homeland Security (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Homeland Security (Associate)	7/1/2010 – 9/30/2011
FL	Everest Pompano Beach-Hospitality Management (Associate)	7/1/2010 – 9/30/2012
FL	Everest Pompano Beach-Hospitality Management (Bachelor)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Pompano Beach-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Pompano Beach-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012
FL	Everest Pompano Beach-Medical Insurance Billing and Coding (Associate)	7/1/2010 – 9/30/2014
FL	Everest Pompano Beach-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2012
FL	Everest Pompano Beach-Paralegal (Associate)	7/1/2010 – 9/30/2013
FL	Everest Pompano Beach-Patient Care Technician (Diploma)	7/1/2010 – 9/30/2013
FL	Everest Pompano Beach-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2013
FL	Everest Tampa-Accounting (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Accounting (Bachelor)	7/1/2011 – 9/30/2014
FL	Everest Tampa-Applied Management (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Applied Management (Bachelor)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Business (Associate)	7/1/2010 – 9/30/2014

FL	Everest Tampa-Business (Bachelor)	7/1/2010 – 9/30/2014
FL	Everest Tampa-Business Administration (Master)	7/1/2010 – 9/30/2014
FL	Everest Tampa-Computer Information Science (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Tampa-Computer Information Science (Bachelor)	7/1/2011 – 9/30/2013
FL	Everest Tampa-Criminal Investigations (Associate)	7/1/2010 – 9/30/2014
FL	Everest Tampa-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Tampa-Criminal Justice (Bachelor)	7/1/2012 – 9/30/2014
FL	Everest Tampa-Criminal Justice Private and Homeland Security (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
FL	Everest Tampa-Electrician (Diploma)	7/1/2012 – 9/30/2014
FL	Everest Tampa-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2013 – 9/30/2014
FL	Everest Tampa-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Medical Assistant (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Medical Insurance Billing and Coding (Associates)	7/1/2012 – 9/30/2013
FL	Everest Tampa-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2013
FL	Everest Tampa-Paralegal (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
FL	Everest Tampa-Paralegal (Bachelor)	7/1/2013 – 9/30/2014
FL	Everest Tampa-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2011
FL	Everest Tampa-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Atlanta (Greenbriar)-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
GA	Everest Atlanta (Greenbriar)-Medical Administrative Assistant (Diploma)	7/1/2013 – 9/30/2014
GA	Everest Atlanta (Greenbriar)-Medical Assistant (Diploma)	7/1/2013 – 9/30/2014
GA	Everest Atlanta (Greenbriar)-Medical Insurance Billing and Coding (Diploma)	7/1/2013 – 9/30/2014
GA	Everest Atlanta (Greenbriar)-Pharmacy Technician (Diploma)	7/1/2013 – 9/30/2014
GA	Everest Decatur-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
GA	Everest Decatur-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
GA	Everest Decatur-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
GA	Everest Decatur-Respiratory Care	7/1/2010 – 9/30/2014
GA	Everest Jonesboro-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Jonesboro-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Jonesboro-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Jonesboro-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2013
GA	Everest Jonesboro-Patient Care Technician (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
GA	Everest Jonesboro-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Marietta-Massage Therapy (all credential levels)	7/1/2010 – 9/30/2014
GA	Everest Marietta-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011

GA	Everest Marietta-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Marietta-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2014
GA	Everest Marietta-Surgical Technologist (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
GA	Everest Norcross-Dental Assistant (Diploma)	7/1/2010 – 9/30/2011
GA	Everest Norcross-Massage Therapy (Diploma)	7/1/2011 – 9/30/2012
GA	Everest Norcross-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
GA	Everest Norcross-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
GA	Everest Norcross-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
IL	Everest Burr Ridge-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Burr Ridge-Medical Administrative Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Burr Ridge-Medical Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Burr Ridge-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2013
IL	Everest Chicago-Dental Assistant (Diploma)	7/1/2011 – 9/30/2014
IL	Everest Chicago-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011
IL	Everest Chicago-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011
IL	Everest Chicago-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
IL	Everest Melrose Park-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Melrose Park-Medical Administrative Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Melrose Park-Medical Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Melrose Park-Medical Insurance Billing and Coding (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Melrose Park-Pharmacy Technician (Associate)	7/1/2013 – 9/30/2014
IL	Everest Merrionette Park-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Merrionette Park-Massage Therapy (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Merrionette Park-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
IL	Everest Merrionette Park-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
IL	Everest Merrionette Park-Medical Insurance Billing and Coding (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Merrionette Park-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
IL	Everest North Aurora (IL)-Electrician (Diploma)	7/1/2012 – 9/30/2014
IL	Everest North Aurora (IL)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
IL	Everest North Aurora (IL)-Medical Assistant (all credential levels)	7/1/2010 – 9/30/2014
IL	Everest North Aurora (IL)-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
IL	Everest Skokie-Dental Assistant (Diploma)	7/1/2012 – 9/30/2013
IL	Everest Skokie-Medical Administrative Assistant (Diploma)	7/1/2013 – 9/30/2014
IL	Everest Skokie-Medical Assistant (Diploma)	7/1/2013 – 9/30/2014

IL	Everest Skokie-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2012
IL	Everest Skokie-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
IL	Everest Skokie-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
IN	Everest Merrillville-Business Accounting (all credential levels)	7/1/2010 – 9/30/2014
IN	Everest Merrillville-Dental Assistant (Diploma)	7/1/2010 – 9/30/2011
IN	Everest Merrillville-Massage Therapy (Diploma)	7/1/2012 – 9/30/2014
IN	Everest Merrillville-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
IN	Everest Merrillville-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
IN	Everest Merrillville-Practical Nursing (Diploma)	7/1/2013 – 9/30/2014
MA	Everest Brighton-Dental Assistant (Diploma)	7/1/2010 – 9/30/2011
MA	Everest Brighton-Massage Therapy (all credential levels)	7/1/2010 – 9/30/2014
MA	Everest Brighton-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
MA	Everest Brighton-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
MA	Everest Chelsea-Dental Assistant (Diploma)	7/1/2012 – 9/30/2013
MA	Everest Chelsea-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
MA	Everest Chelsea-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2014
MA	Everest Chelsea-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
MA	Everest Chelsea-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
MI	Everest Dearborn-Dental Assistant (Diploma)	7/1/2010 – 9/30/2013
MI	Everest Dearborn-Massage Therapy (Associates)	7/1/2013 – 9/30/2014
MI	Everest Dearborn-Massage Therapy (Diploma)	7/1/2013 – 9/30/2014
MI	Everest Dearborn-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2013
MI	Everest Dearborn-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
MI	Everest Dearborn-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2014
MI	Everest Dearborn-Patient Care Technician (Diploma)	7/1/2013 – 9/30/2014
MI	Everest Dearborn-Pharmacy Technician (all credential levels)	7/1/2010 – 9/30/2014
MI	Everest Detroit-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
MI	Everest Detroit-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2014
MI	Everest Detroit-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
MI	Everest Detroit-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2014
MI	Everest Grand Rapids-Dental Assistant (Diploma)	7/1/2011 – 9/30/2014
MI	Everest Grand Rapids-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
MI	Everest Grand Rapids-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Grand Rapids-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Grand Rapids-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Grand Rapids-Practical Nursing (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
MI	Everest Kalamazoo-Business Accounting (Diploma)	7/1/2011 – 9/30/2014

MI	Everest Kalamazoo-Dental Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
MI	Everest Kalamazoo-Massage Therapy (Diploma)	7/1/2013 – 9/30/2014
MI	Everest Kalamazoo-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
MI	Everest Kalamazoo-Medical Assistant (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
MI	Everest Kalamazoo-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
MI	Everest Kalamazoo-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2014
MI	Everest Southfield-Computer Technology (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Southfield-Electronics Computer Technology (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Southfield-Massage Therapy (Diploma)	7/1/2013 – 9/30/2014
MI	Everest Southfield-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Southfield-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
MI	Everest Southfield-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
MN	Everest Eagan-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
MN	Everest Eagan-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
MN	Everest Eagan-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
MN	Everest Eagan-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2013
MN	Everest Eagan-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Accounting (AAS)	7/1/2010 – 9/30/2013
MO	Everest Springfield-Accounting (Associate)	7/1/2010 – 9/30/2013
MO	Everest Springfield-Accounting (Bachelor)	7/1/2010 – 9/30/2011
MO	Everest Springfield-Applied Management (Bachelor)	7/1/2010 – 9/30/2011
MO	Everest Springfield-Business Accounting (Diploma)	7/1/2010 – 9/30/2011
MO	Everest Springfield-Business Administration (AAS)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Business Administration (Associate)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Computer Information Science (AAS)	7/1/2011 – 9/30/2014
MO	Everest Springfield-Computer Information Science (Associate)	7/1/2011 – 9/30/2014
MO	Everest Springfield-Dental Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
MO	Everest Springfield-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Paralegal (Associate)	7/1/2010 – 9/30/2014
MO	Everest Springfield-Paralegal (Bachelor)	7/1/2010 – 9/30/2014
MO	Everest St. Louis (Earth City)-Business Accounting (Diploma)	7/1/2010 – 9/30/2014
MO	Everest St. Louis (Earth City)-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
MO	Everest St. Louis (Earth City)-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
MO	Everest St. Louis (Earth City)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
MO	Everest St. Louis (Earth City)-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014

MO	Everest St. Louis (Earth City)-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011
MO	Everest St. Louis (Earth City)-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2013
NJ	Everest South Plainfield-Electrician (Diploma)	7/1/2012 – 9/30/2014
NJ	Everest South Plainfield-Massage Therapy (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
NJ	Everest South Plainfield-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
NJ	Everest South Plainfield-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
NJ	Everest South Plainfield-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2013
NJ	Everest South Plainfield-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2013
NV	Everest Henderson-Accounting (Associate)	7/1/2010 – 9/30/2011 7/1/2012 – 9/30/2014
NV	Everest Henderson-Business (Associate)	7/1/2012 – 9/30/2014
NV	Everest Henderson-Criminal Justice – SAS	7/1/2010 – 9/30/2014
NV	Everest Henderson-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
NV	Everest Henderson-Massage Therapy	7/1/2010 – 9/30/2014
NV	Everest Henderson-Nursing (Associate)	7/1/2013 – 9/30/2014
NV	Everest Henderson-Paralegal – SAS	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
NV	Everest Henderson-Paralegal (Associate)	7/1/2010 – 9/30/2011 7/1/2012 – 9/30/2013
NY	Everest Rochester-Accounting (Associate)	7/1/2010 – 9/30/2014
NY	Everest Rochester-Administrative Office Technology (Associate)	7/1/2011 – 9/30/2013
NY	Everest Rochester-Business (Associate)	7/1/2011 – 9/30/2014
NY	Everest Rochester-Business Accounting and Applications (Diploma)	7/1/2010 – 9/30/2014
NY	Everest Rochester-Business Management (Diploma)	7/1/2010 – 9/30/2014
NY	Everest Rochester-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
NY	Everest Rochester-Medical Assistant (AAS)	7/1/2010 – 9/30/2013
NY	Everest Rochester-Medical Assistant (Associate)	7/1/2010 – 9/30/2013
NY	Everest Rochester-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
OH	Everest Columbus (Gahanna)-Dental Assistant (Diploma)	7/1/2012 – 9/30/2014
OH	Everest Columbus (Gahanna)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
OH	Everest Columbus (Gahanna)-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
OH	Everest Columbus (Gahanna)-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
OH	Everest Columbus (Gahanna)-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
OR	Everest Portland-Accounting (Associate)	7/1/2011 – 9/30/2014
OR	Everest Portland-Accounting (Diploma)	7/1/2011 – 9/30/2014
OR	Everest Portland-Administrative Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
OR	Everest Portland-Business Accounting (Diploma)	7/1/2011 – 9/30/2014
OR	Everest Portland-Computer Information Science (Associate)	7/1/2011 – 9/30/2014
OR	Everest Portland-Criminal Justice (Associate)	7/1/2011 – 9/30/2014

OR	Everest Portland-Medical Assistant (Associate)	7/1/2011 – 9/30/2014
OR	Everest Portland-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
OR	Everest Portland-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2013
OR	Everest Portland-Network and Internet Security Specialist (Diploma)	7/1/2011 – 9/30/2014
OR	Everest Portland-Paralegal (Associate)	7/1/2011 – 9/30/2014
OR	Everest Portland-Pharmacy Technician (Associate)	7/1/2011 – 9/30/2013
OR	Everest Portland-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2014
OR	Everest Tigard- Massage Therapy (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
OR	Everest Tigard-Massage Therapy Spa Specialist (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
OR	Everest Tigard-Massage Therapy Sports Specialist (Diploma)	7/1/2010 – 9/30/2014
OR	Everest Tigard-Medical Assistant (Diploma)	7/1/2011 – 9/30/2012
OR	Everest Tigard-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2012
OR	Everest Tigard-Pharmacy Technician (Diploma)	7/1/2013 – 9/30/2014
PA	Everest Bensalem-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
PA	Everest Bensalem-Medical Assistant (Diploma)	7/1/2013 – 9/30/2014
PA	Everest Bensalem-Medical Insurance Billing and Coding (Diploma)	7/1/2013 – 9/30/2014
PA	Everest Pittsburgh-Accounting (Associate)	7/1/2010 – 9/30/2014
PA	Everest Pittsburgh-Business (Associate)	7/1/2010 – 9/30/2014
PA	Everest Pittsburgh-Business Administration (Associate)	7/1/2010 – 9/30/2014
PA	Everest Pittsburgh-Career Access Program	7/1/2010 – 9/30/2014
PA	Everest Pittsburgh-Criminal Justice (Associate)	7/1/2012 – 9/30/2014
PA	Everest Pittsburgh-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
PA	Everest Pittsburgh-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
PA	Everest Pittsburgh-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
PA	Everest Pittsburgh-Paralegal (Associate)	7/1/2010 – 9/30/2011
PA	Everest Pittsburgh-Patient Care Technician (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
PA	Everest Pittsburgh-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
PA	Everest Pittsburgh-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
PA	WyoTech Blairsville-Auto/Diesel Vehicle Technology (Diploma)	7/1/2010 – 9/30/2014
PA	WyoTech Blairsville-Automotive Technology and Management (Associate)	7/1/2010 – 9/30/2014
PA	WyoTech Blairsville-Automotive Technology with High Performance Power Transmission (Diploma)	7/1/2010 – 9/30/2014
PA	WyoTech Blairsville-Automotive Technology with Light Duty Diesel (Diploma)	7/1/2010 – 9/30/2014
PA	WyoTech Blairsville-Automotive Technology with Trim and Upholstery Technology (Diploma)	7/1/2010 – 9/30/2014
PA	WyoTech Blairsville-Collision/Refinishing and Upholstery Technology (Diploma)	7/1/2011 – 9/30/2013

PA	WyoTech Blairsville-Collision/Refinishing Technology and Management (Associate)	7/1/2011 – 9/30/2014
PA	WyoTech Blairsville-Diesel Technology and Management (Associate)	7/1/2012 – 9/30/2014
PA	WyoTech Blairsville-Diesel Technology with High Performance Power Transmission (Diploma)	7/1/2012 – 9/30/2014
PA	WyoTech Blairsville-Diesel/Auto Vehicle Technology (Diploma)	7/1/2012 – 9/30/2014
PA	WyoTech Blairsville-Motorsports Chassis Fabrication with Automotive Technology (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
PA	WyoTech Blairsville-Motorsports Chassis Fabrication with Collision/Refinishing Technology (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
PA	WyoTech Blairsville-Motorsports Chassis Fabrication with Diesel Technology (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
PA	WyoTech Blairsville-Street Rod and Custom Fabrication with Automotive Technology (Diploma)	7/1/2011 – 9/30/2014
PA	WyoTech Blairsville-Street Rod and Custom Fabrication with Collision/Refinishing Technology (Diploma)	7/1/2011 – 9/30/2014
PA	WyoTech Blairsville-Street Rod and Custom Fabrication with Diesel Technology (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Business (Associate)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Business Administration (Associate)	7/1/2010 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Criminal Justice (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Electrical Technician (Diploma)	7/1/2012 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Electrician (Diploma)	7/1/2012 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Medical Assistant (Associate)	7/1/2010 9/30/2014
TX	Everest Arlington (Mid Cities)-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Pharmacy Technician (Associate)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
TX	Everest Arlington (Mid Cities)-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
TX	Everest Austin-Dental Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
TX	Everest Austin-Electrical Technician (Diploma)	7/1/2012 – 9/30/2014
TX	Everest Austin-Electrician (Diploma)	7/1/2012 – 9/30/2014
TX	Everest Austin-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
TX	Everest Austin-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Austin-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Austin-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011
TX	Everest Dallas-Business Administration (Associate)	7/1/2011 – 9/30/2014

TX	Everest Dallas-Criminal Justice (Associate)	7/1/2012 – 9/30/2014
TX	Everest Dallas-Medical Administrative Assistant (Diploma)	7/1/2013 – 9/30/2014
TX	Everest Dallas-Medical Assistant (Associate)	7/1/2013 – 9/30/2014
TX	Everest Dallas-Medical Assistant (Diploma)	7/1/2013 – 9/30/2014
TX	Everest Dallas-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Dallas-Paralegal (Associate)	7/1/2012 – 9/30/2014
TX	Everest Fort Worth North-Business (Associate)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Business Administration (AAS)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Business Administration (AS)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Business Administration (Associate)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Criminal Justice (Associate)	7/1/2012 – 9/30/2014
TX	Everest Fort Worth North-Dental Assisting (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Fort Worth North-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Medical Assistant (Associate)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Medical Assisting (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2012
TX	Everest Fort Worth North-Paralegal (AAS)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Paralegal (Associate)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth North-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Fort Worth South-Dental Assistant (Diploma)	7/1/2013 – 9/30/2014
TX	Everest Fort Worth South-Medical Administrative Assistant (Diploma)	7/1/2012 – 9/30/2013
TX	Everest Fort Worth South-Medical Assistant (Diploma)	7/1/2012 – 9/30/2013
TX	Everest Fort Worth South-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2013
TX	Everest Houston (Bissonnet)-Carpentry (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Houston (Bissonnet)-Electrical Technician (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Houston (Bissonnet)-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2012 – 9/30/2014
TX	Everest Houston (Bissonnet)-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Houston (Bissonnet)-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Houston (Bissonnet)-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Houston (Bissonnet)-Plumbing Technology (Diploma)	7/1/2011 – 9/30/2014
TX	Everest Houston (Greenspoint)-Dental Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
TX	Everest Houston (Greenspoint)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012.
TX	Everest Houston (Greenspoint)-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012
TX	Everest Houston (Hobby)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Houston (Hobby)-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
TX	Everest Houston (Hobby)-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2012

TX	Everest San Antonio-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
TX	Everest San Antonio-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
TX	Everest San Antonio-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011
TX	Everest San Antonio-Pharmacy Technology (all credential levels)	7/1/2010 – 9/30/2014
UT	Everest Salt Lake City-Applied Management (Bachelor)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Computer Information Science (Bachelor)	7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Criminal Justice (Associate)	7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Criminal Justice (Bachelor)	7/1/2011 – 9/30/2014
UT	Everest Salt Lake City-Criminal Justice Private and Homeland Security (Diploma)	7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Criminal Justice Social and Youth Services (Diploma)	7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2014
UT	Everest Salt Lake City-Medical Assistant (Associate)	7/1/2011 – 9/30/2014
UT	Everest Salt Lake City-Medical Assistant (Diploma)	7/1/2011 – 9/30/2014
UT	Everest Salt Lake City-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2013
UT	Everest Salt Lake City-Paralegal (Associate)	7/1/2011 – 9/30/2011; 7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Pharmacy Technician (Associate)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
UT	Everest Salt Lake City-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
VA	Everest Arlington-Business (Associate)	7/1/2010 – 9/30/2014
VA	Everest Arlington-Business Administration (Associate)	7/1/2010 – 9/30/2014
VA	Everest Arlington-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
VA	Everest Arlington-Homeland Security Specialist (Diploma)	7/1/2010 – 9/30/2014
VA	Everest Arlington-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
VA	Everest Arlington-Paralegal (Associate)	7/1/2011 – 9/30/2014
VA	Everest Chesapeake-Accounting (Associate)	7/1/2010 – 9/30/2013
VA	Everest Chesapeake-Business (Associate)	7/1/2010 – 9/30/2014
VA	Everest Chesapeake-Business Accounting (Associate)	7/1/2010 – 9/30/2014
VA	Everest Chesapeake-Criminal Justice (Associate)	7/1/2011 – 9/30/2013
VA	Everest Chesapeake-Dental Assistant (Diploma)	7/1/2010 – 9/30/2013
VA	Everest Chesapeake-Electrician (Diploma)	7/1/2012 – 9/30/2013
VA	Everest Chesapeake-Heating, Ventilation and Air Conditioning (Diploma)	7/1/2012 – 9/30/2013
VA	Everest Chesapeake-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
VA	Everest Chesapeake-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2013
VA	Everest Chesapeake-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
VA	Everest Chesapeake-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
VA	Everest Chesapeake-Pharmacy Technician (Diploma)	7/1/2012 – 9/30/2013

VA	Everest Newport News-Business (Associate)	7/1/2010 – 9/30/2013
VA	Everest Newport News-Business Accounting (Associate)	7/1/2010 – 9/30/2014
VA	Everest Newport News-Criminal Justice (Associate)	7/1/2013 – 9/30/2014
VA	Everest Newport News-Massage Therapy (Diploma)	7/1/2010 – 9/30/2014
VA	Everest Newport News-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012
VA	Everest Newport News-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012
VA	Everest Newport News-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2012
VA	Everest Tyson's Corner (McLean/Vienna)-Business Administration (Associate)	7/1/2012 – 9/30/2014
VA	Everest Tyson's Corner (McLean/Vienna)-Criminal Justice (Associate)	7/1/2010 – 9/30/2014
VA	Everest Tyson's Corner (McLean/Vienna)-Massage Therapy (Diploma)	7/1/2012 – 9/30/2014
VA	Everest Tyson's Corner (McLean/Vienna)-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2013
VA	Everest Tyson's Corner (McLean/Vienna)-Medical Assistant (Diploma)	7/1/2010 – 9/30/2013
VA	Everest Tyson's Corner (McLean/Vienna)-Medical Insurance Billing and Coding (Diploma)	7/1/2012 – 9/30/2014
WA	Everest Bremerton-Criminal Justice (Associate)	7/1/2013 – 9/30/2014
WA	Everest Bremerton-Dental Assistant (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Bremerton-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
WA	Everest Bremerton-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Bremerton-Medical Assistant (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Bremerton-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2014
WA	Everest Bremerton-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Everett-Dental Assistant (Diploma)	7/1/2011 – 9/30/2012
WA	Everest Everett-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012
WA	Everest Everett-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012
WA	Everest Everett-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2013
WA	Everest Everett-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Renton-Dental Assistant (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Renton-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Renton-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Renton-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Renton-Pharmacy Technician (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Seattle-Massage Therapy (Diploma)	7/1/2010 – 9/30/2013
WA	Everest Seattle-Massage Therapy Spa Specialist (Diploma)	7/1/2010 – 9/30/2014

WA	Everest Seattle-Medical Administrative Assistant (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Seattle-Medical Assistant (Diploma)	7/1/2011 – 9/30/2012; 7/1/2013 – 9/30/2014
WA	Everest Seattle-Medical Insurance Billing and Coding (Diploma)	7/1/2011 – 9/30/2013
WA	Everest Tacoma-Dental Assistant (Diploma)	7/1/2012 – 9/30/2014
WA	Everest Tacoma-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2011
WA	Everest Tacoma-Medical Assistant (Diploma)	7/1/2010 – 9/30/2011
WA	Everest Tacoma-Medical Insurance Billing and Coding (Diploma)	7/1/2013 – 9/30/2014
WA	Everest Tacoma-Pharmacy Technician (Diploma)	7/1/2010 – 9/30/2011; 7/1/2013 – 9/30/2014
WA	Everest Vancouver-Accounting (Associate)	7/1/2010 – 9/30/2014
WA	Everest Vancouver-Accounting/Business Administration (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Vancouver-Administrative Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Vancouver-Executive Assistant (Associate)	7/1/2010 – 9/30/2012
WA	Everest Vancouver-Massage Therapy (Diploma)	7/1/2011 – 9/30/2014
WA	Everest Vancouver-Massage Therapy Spa Specialist (Diploma)	7/1/2011 – 9/30/2014
WA	Everest Vancouver-Massage Therapy Sports Specialist (Diploma)	7/1/2011 – 9/30/2014
WA	Everest Vancouver-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Vancouver-Medical Assistant (Associate)	7/1/2010 – 9/30/2012
WA	Everest Vancouver-Medical Assistant (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Vancouver-Medical Insurance Billing and Coding (Diploma)	7/1/2010 – 9/30/2014
WA	Everest Vancouver-Paralegal/Legal Assistant (Associate)	7/1/2010 – 9/30/2011
WI	Everest Milwaukee-Dental Assistant (Diploma)	7/1/2012 – 9/30/2014
WV	Everest Cross Lanes-Electronics, Computer and Communication Technology (Associate)	7/1/2010 – 9/30/2014
WV	Everest Cross Lanes-Massage Therapy (Diploma)	7/1/2013 – 9/30/2014
WV	Everest Cross Lanes-Medical Administrative Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WV	Everest Cross Lanes-Medical Assistant (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WY	WyoTech Laramie-Auto/Diesel Vehicle Technology (Diploma)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Automotive Technology (all credential levels)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Automotive Technology and Management (Associate)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Automotive Technology with Trim and Upholstery Technology (Diploma)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Collision Technology (all credential levels)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Collision/Refinishing (all credential levels)	7/1/2010 – 9/30/2012
WY	WyoTech Laramie-Collision/Refinishing and Upholstery Technology (Diploma)	7/1/2010 – 9/30/2012
WY	WyoTech Laramie-Collision/Refinishing Technology and Management (Associate)	7/1/2010 – 9/30/2012
WY	WyoTech Laramie-Collision/Refinishing w/ St Rod & Mgmt (Diploma)	7/1/2010 – 9/30/2012
WY	WyoTech Laramie-Collision/Refinishing with Specialization in Automotive Fabrication (Diploma)	7/1/2010 – 9/30/2012

WY	WyoTech Laramie-Diesel Technician (all credential levels)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Diesel Technology (all credential levels)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Diesel Technology Advanced (Diploma)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Diesel Technology and Management (Associate)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Diesel Technology with Trim and Upholstery Technology (Diploma)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Diesel/Automotive Technology (all credential levels)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Diesel/Automotive Vehicle Technology (Diploma)	7/1/2010 – 9/30/2014
WY	WyoTech Laramie-Motorsports Chassis Fabrication with Automotive Technology (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WY	WyoTech Laramie-Motorsports Chassis Fabrication with Collision/Refinishing Technology (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WY	WyoTech Laramie-Motorsports Chassis Fabrication with Diesel Technology (Diploma)	7/1/2010 – 9/30/2012; 7/1/2013 – 9/30/2014
WY	WyoTech Laramie-Street Rod and Custom Fabrication with Automotive Technology (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
WY	WyoTech Laramie-Street Rod and Custom Fabrication with Collision/Refinishing Technology (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014
WY	WyoTech Laramie-Street Rod and Custom Fabrication with Diesel Technology (Diploma)	7/1/2010 – 9/30/2011; 7/1/2012 – 9/30/2014

EXHIBIT C



UNITED STATES DEPARTMENT OF EDUCATION

 ATTESTATION FOR CERTAIN HEALD COLLEGE STUDENTS
 APPLICATION FOR BORROWER DEFENSE TO REPAYMENT LOAN DISCHARGE

 FORM APPROVED
 OMB NO: 1845-0132
 Exp. 12/31/2015

The Department of Education has found that at various times between 2010 and 2014, Heald College published misleading job placement rates for many of its programs of study. This form is designed to expedite the process of obtaining loan forgiveness based on borrower defense to repayment for loans taken out by Heald College students to enroll in these programs. This form covers federal Direct Loans received on or after July 1, 2010. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/sa/sites/default/files/heald-findings.pdf>. Please fill out this attestation ONLY IF your program and dates of enrollment are included on this list.

Heald College students who did not attend programs where the Department of Education found misleading job placement rates, or whose decision to enroll was not influenced by those job placement rates, may still be eligible for loan forgiveness based on borrower defense to repayment. Additional instructions to file a claim for loan forgiveness can be found at studentaid.ed.gov.

Instructions: Please complete this form. To sign the form, insert a digital image of your signature in the appropriate field below or print a hard copy of the form and sign. Submit your form and all supplementary documents referenced in question #4 via email to FSAOperations@ed.gov or mail to Department of Education, PO Box 429060, San Francisco, CA 94142.

SECTION I: BORROWER INFORMATION

First Name	Middle Name	Last Name	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Social Security Number (last 4 digits)	Telephone Number	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Home Address	City	State	Zipcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I, _____, attest to the following:

I am submitting this attestation and additional materials in support of my application for a borrower defense to repayment discharge of my Direct Loans under 34 C.F.R. § 685.206 (c).

SECTION II: PROGRAM INFORMATION

If you enrolled in more than one covered Heald program, you will need to complete the following for each covered program you attended. For example, if you were a criminal justice student in 2011 and returned in 2012 for an accounting program, you should complete the first Campus Program section based on your enrollment in criminal justice and the second Campus Program section based on your enrollment in accounting. If you have more than one program, click the Add Campus Program button that appears at the bottom of the Campus Program section.

Note: This form applies to students who enrolled in a program after misleading placement rates were published for the program. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/sa/sites/default/files/heald-findings.pdf>.
The earliest enrollment date covered is July 1, 2010.

CAMPUS PROGRAM

Campus		Enrollment Start Date* (MM/YYYY)	Enrollment End Date* (MM/YYYY)
Program Name			Credential

- Prior to my enrollment in this Heald College program, I received information about job placement rates related to my program of study through one or more of the following ways (check each that applies)
 - ☐ Brochures advertising Heald College's academic programs or other printed materials, including those provided by Heald College representatives or recruiters;
 - ☐ Emails, online materials, or online disclosures from or by Heald College.
- I believed that the job placement rates related to my program of study indicated the level of quality a Heald education offered to students. I chose to enroll at Heald based, in substantial part, on the information I received about job placement rates related to my program of study and the quality of education I believed those placement rates represented.
- I applied for and received a federal Direct Loan to cover the cost of attendance of the Heald program in which I enrolled.
- As an attachment to this attestation, I have included documents(s) with additional information to confirm that I was enrolled in the program of study at Heald College that I identified above, and was enrolled for the dates I provided above. (Suggested documents include transcripts and registration documents indicating your specific program of study at Heald College and dates of enrollment.) The document(s) I have attached are:

- ☐ *Select the check box if you had multiple periods of enrollment in a program, that is, if you enrolled in a program but subsequently discontinued enrollment, and then reenrolled in the same program at a later date, please provide all start and end dates applicable to this program. (Deselect the check box to remove any enrollment dates added in error.)

Add Campus Program

Remove Campus Program

SECTION III: OTHER INFORMATION

Please provide or attach any other information about your experience at Heald College that you believe is relevant: (2,000 characters max)

SECTION IV: DIRECT LOAN FORBEARANCE

By completing this form, you are eligible to have all of your federal loans placed into forbearance and for collections on any federal loans in default to stop while your claim is reviewed by the Department of Education. Please read the following information carefully before making your selection below.

During any period that your loans are in forbearance, you do not have to make payments on those loans, and the loans will not go into default. If your loans are already in default, collections will stop. This will continue until the loan discharge review process is completed. Your servicer will notify you when your loan has been placed into forbearance or stopped collections. Until you receive that notice, you should continue to make payments.

The forbearance or stopped collections will affect all of a borrower's federal loans, including loans that are **not** eligible for discharge through this form, such as Federal Family Education Loans (FFEL), loans taken out to attend a Heald College program not on the enclosed list of covered programs, or loans taken out to attend another institution.

Note that interest will continue to accrue on all of these federal loans, including subsidized loans, during the forbearance or stopped collections period.

If you want the forbearance or stopped collections to apply only to those loans that may be eligible for a discharge using this form (federal Direct Loans received on or after July 1, 2010 to attend Heald College programs covered by the enclosed list), you must notify your loan servicer. At any time during the forbearance or stopped collections period, you may voluntarily make payments on your loans, including payments for accrued interest, or end the forbearance or stopped collections by contacting your servicer.

If your claim made using this form is successful, your federal Direct Loans borrowed to attend a covered Heald College program will be discharged. Also at that time, the forbearance or stopped collections period for your other federal loans will end. You will be responsible for repaying these other remaining loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

If your claim is denied, you will not receive a discharge of any of your loans and the forbearance or stopped collections period will end for all of your loans. You will be responsible for repaying these loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

- ☐ Yes, I want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.
- ☐ No, I do **not** want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.

SECTION V: CERTIFICATION

By signing this attestation I certify that:

I have read and understand all of the information in this form.

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department of Education or its designee that I meet the qualifications for borrower defense to repayment loan discharge.

All of the information I provided is true and complete to the best of my knowledge and I agree, if asked, to provide information reasonably available to me to the Department of Education that will verify the accuracy of my completed attestation.

I understand that the Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S. Code § 1001.

Signature _____

Date _____

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you: The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.* and §461 *et seq.* of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087(a) *et seq.*, and 20 U.S.C. 1087(a) *et seq.*, and the authorities for collecting and using your Social Security Number (SSN) are §428B(f) and §484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Family Education Loan (FFEL) Program, or the Federal Perkins Loan (Perkins Loan) Program, and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate. The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, FFEL, or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also use your SSN as an account identifier and to permit you to access your account information electronically. The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies. In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Act Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0132. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact FSAOperations@ed.gov.

EXHIBIT D



UNITED STATES DEPARTMENT OF EDUCATION

 ATTESTATION FOR CERTAIN EVEREST AND WYOTECH STUDENTS
 APPLICATION FOR BORROWER DEFENSE TO REPAYMENT LOAN DISCHARGE

 FORM APPROVED
 OMB NO: 1845-0132
 Exp. 11/30/2018

The Department of Education has found that at various times between 2010 and 2014, Everest Institute, Everest College, and Everest University ("Everest"), and WyoTech published misleading job placement rates for many of its programs of study. This form is designed to expedite the process of obtaining loan forgiveness based on borrower defense to repayment for loans taken out by Everest and WyoTech students to enroll in these programs. This form covers federal Direct Loans (including Parent PLUS loans issued to parents of Everest and WyoTech students) received on or after July 1, 2010. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/ev-wy-findings>. Please fill out this attestation ONLY IF your program and dates of enrollment are included on this list.

Everest and WyoTech students who did not attend programs where the Department of Education found misleading job placement rates, or whose decision to enroll was not influenced by those job placement rates, may still be eligible for loan forgiveness based on borrower defense to repayment. Additional instructions to file a claim for loan forgiveness can be found at <https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/borrower-defense>.

Instructions: Please complete this form. To sign the form, insert a digital image of your signature in the appropriate field below or print a hard copy of the form and sign. Submit your form and all supplementary documents referenced in question #4 via email to FSAOperations@ed.gov or mail to Department of Education, PO Box 194407, San Francisco, CA 94119.

SECTION I: BORROWER INFORMATION

First Name	Middle Name	Last Name	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Social Security Number (last 4 digits)	Telephone Number	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Home Address	City	State	Zipcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I, _____, attest to the following:

I am submitting this attestation and additional materials in support of my application for a borrower defense to repayment discharge of my Direct Loans under 34 C.F.R. § 685.206 (c).

SECTION II: PROGRAM INFORMATION

If you enrolled in more than one covered Everest/WyoTech program, you will need to complete the following for each covered program you attended. For example, if you were a criminal justice student in 2011 and returned in 2012 for an accounting program, you should complete the first Campus Program section based on your enrollment in criminal justice and the second Campus Program section based on your enrollment in accounting.

If you have more than one program, click the Add Campus Program button that appears at the bottom of the Campus Program section.

Note: This form applies to students who enrolled in a program after misleading placement rates were published for the program. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/ev-wy-findings>. The earliest enrollment date covered is July 1, 2010.

CAMPUS PROGRAM

Campus	Enrollment Start Date* (MM/YYYY)	Enrollment End Date* (MM/YYYY)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Program Name	<input type="text"/>	Credential <input type="text"/>

- Prior to my enrollment in this Everest/WyoTech program, I received information about job placement rates related to my program of study through one or more of the following ways (check each that applies)
 - ☐ Brochures advertising Everest/WyoTech academic programs or other printed materials, including those provided by Everest/WyoTech representatives or recruiters;
 - ☐ Emails, online materials, or online disclosures from or by Everest/WyoTech.
- I believed that the job placement rates related to my program of study indicated the level of quality an Everest/WyoTech education offered to students. I chose to enroll at Everest/WyoTech based, in substantial part, on the information I received about job placement rates related to my program of study and the quality of education I believed those placement rates represented.
- I applied for and received a federal Direct Loan to cover the cost of attendance of the Everest/WyoTech program in which I enrolled.
- As an attachment to this attestation, I have included documents(s) with additional information to confirm that I was enrolled in the program of study at Everest/WyoTech that I identified above, and was enrolled for the dates I provided above. (Suggested documents include transcripts and registration documents indicating your specific program of study at Everest/WyoTech and dates of enrollment.) The document(s) I have attached are:

- ☐ *Select the check box if you had multiple periods of enrollment in a program, that is, if you enrolled in a program but subsequently discontinued enrollment, and then reenrolled in the same program at a later date, please provide all start and end dates applicable to this program. (Deselect the check box to remove any enrollment dates added in error.)

Add Campus Program

Remove Campus Program

SECTION III: OTHER INFORMATION

Please provide or attach any other information about your experience at Everest/WyoTech that you believe is relevant: (2,000 characters max)

SECTION IV: DIRECT LOAN FORBEARANCE

By completing this form, you are eligible to have all of your federal loans placed into forbearance and for collections on any federal loans in default to stop while your claim is reviewed by the Department of Education. Please read the following information carefully before making your selection below.

During any period that your loans are in forbearance, you do not have to make payments on those loans, and the loans will not go into default. If your loans are already in default, collections will stop. This will continue until the loan discharge review process is completed. Your servicer will notify you when your loan has been placed into forbearance or stopped collections. Until you receive that notice, you should continue to make payments.

The forbearance or stopped collections will affect all of a borrower's federal loans, including loans that are **not** eligible for discharge through this form, such as Federal Family Education Loans (FFEL), loans taken out to attend an Everest and/or WyoTech program not on the enclosed list of covered programs, or loans taken out to attend another institution.

Note that interest will continue to accrue on all of these federal loans, including subsidized loans, during the forbearance or stopped collections period.

If you want the forbearance or stopped collections to apply only to those loans that may be eligible for a discharge using this form (federal Direct Loans received on or after July 1, 2010 to attend Everest and/or WyoTech programs covered by the enclosed list), you must notify your loan servicer. At any time during the forbearance or stopped collections period, you may voluntarily make payments on your loans, including payments for accrued interest, or end the forbearance or stopped collections by contacting your servicer.

If your claim made using this form is successful, your federal Direct Loans borrowed to attend a covered Everest/WyoTech program will be discharged. Also at that time, the forbearance or stopped collections period for your other federal loans will end. You will be responsible for repaying these other remaining loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

If your claim is denied, you will not receive a discharge of any of your loans and the forbearance or stopped collections period will end for all of your loans. You will be responsible for repaying these loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

- ☐ Yes, I want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.
- ☐ No, I do **not** want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.

SECTION V: CERTIFICATION

By signing this attestation I certify that:

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department of Education or its designee that I meet the qualifications for borrower defense to repayment loan discharge.

All of the information I provided is true and complete to the best of my knowledge and I agree, if asked, to provide information reasonably available to me to the Department of Education that will verify the accuracy of my completed attestation.

I understand that the Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S. Code § 1001.

Signature _____

Date _____

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you: The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.* and §461 *et seq.* of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087(a) *et seq.*, and 20 U.S.C. 1087(a) *et seq.*, and the authorities for collecting and using your Social Security Number (SSN) are §428B(f) and §484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Family Education Loan (FFEL) Program, or the Federal Perkins Loan (Perkins Loan) Program, and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate. The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, FFEL, or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also use your SSN as an account identifier and to permit you to access your account information electronically. The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies. In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Act Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0132. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact FSAOperations@ed.gov.