

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

LATONYA THORNHILL,

Plaintiff,

V.

WALDEN UNIVERSITY, LLC and)
LAUREATE INTERNATIONAL UNIVERSITIES)
D/B/A LAUREATE EDUCATON INC.)

Defendant.

Case No.:

Judge: _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT FOR DAMAGES

Plaintiff LaTonya Thornhill (“Plaintiff”), by and through her undersigned counsel, brings this Class Action Complaint (“Complaint”) on behalf of herself and all others similarly situated against Defendant Walden University, LLC (“Walden”) and Laureate International Universities d/b/a Laureate Education Inc. (“Laureate”).

1. This action seeks redress for Plaintiff and thousands of similarly situated doctoral students who were harmed by Walden’s dissertation process (“the Walden Dissertation Process”)—a process intended to ensure that it would be difficult, if not impossible, for students to timely complete, or complete at all, their doctoral programs.

2. The bait was displayed when Walden’s marketing materials and recruiters misled its students that their mostly student-loan financed doctoral degrees would cost between \$60,000-70,000 and take around three years to complete. Walden’s marketing materials, recruiters and student handbooks also reassured prospective students that after their doctoral course work was

completed, the dissertation process (the final hurdle to achieving a PhD) could take as little as 13 or 18 months.

3. The bait was taken when Walden doctoral students would complete their classes and course work prior to the dissertation phase. Once the doctoral students were committed, having paid significant money for the necessary pre-dissertation classes and course work, problems began. Instead of the promised 13 or 18-month dissertation period, the Walden Dissertation Process created an endless routine of hurdles and quarterly tuition payments. Students who believed they were getting ever closer to obtaining their doctoral degree were in fact stuck with decreasing resources, high faculty turnover, disorganization and a lack of oversight, all of which increased the length of the doctoral students' enrollments at Walden. Frustrated, doctoral students now realized that contrary to Walden's promises, they did not have control over the time it would take to complete their dissertation; They were at the mercy of the Walden Dissertation Process.

4. While students reasonably believed they were taking the necessary steps to obtain their PhD, quarters stretched into semesters, and then into years of continuing tuition payments. Walden's promises of about \$60,000-70,000 and 13 or 18 months to complete a dissertation became \$100,000-200,000 of crushing debt, while the dissertation process dragged on for years.

5. Finally, most students' debt would grow so large, they would have no choice but to un-enroll so they could dedicate themselves full time to paying back their enormous student loans...without degrees to show for their work.

6. In reality, Walden (actually, its parent company Laureate) would later admit that its doctoral programs were designed to take much longer than three years. For example, years after Plaintiff Thornhill enrolled in the Doctor of Philosophy in Management program, Laureate

admitted Walden designed that program “to take 66 months to complete.” Not three years, but five years, six months. Yet, even this 66-month design admission was dubious, as Laureate/Walden simultaneously admitted that only 33% of doctoral students who graduated, finished the program within that 66-month time frame. These facts, inconsistent as they may seem, were withheld from Plaintiff Thornhill prior to her enrollment at Walden, or while she attended for that matter. Instead, she received promises of a three-year program, with an 18-month dissertation process.

7. The Walden Dissertation Process ensnared thousands of students in addition to Plaintiff Thornhill. For 2014-2015, Walden only awarded 462 PhDs in the winter of 2014, 545 PhDs in the summer of 2014, 558 PhDs in the winter of 2015 and 457 PhDs in the summer of 2015.¹ Upon information and belief, at any time over 12,500 doctoral students are enrolled in Walden; however, in any year, less than 10% of that doctoral population would graduate.²

8. Universities exist to educate and grant degrees. With a, upon information and belief, less than 10% completion rate for the doctoral population, Walden does not act like a university (for-profit or otherwise). Rather, Walden acts like a for-profit corporation.

¹ This data was collected from Walden commencement programs available online at: http://www.mywaldenalumni.com/s/1277/images/editor_documents/2014_events/laur337_nr-commencement_program_book_winter_2014_final_2.pdf, http://www.mywaldenalumni.com/s/1277/images/editor_documents/2014/laur6485_nr-commencement_program_book_summer_2014_web.pdf, http://www.mywaldenalumni.com/s/1277/images/editor_documents/commencement_s12/2015/commencement_program_winter_2015_final.pdf and http://www.mywaldenalumni.com/s/1277/images/editor_documents/s15_commencement_program.pdf.

² The 10% was conservatively calculated from the following information. In 2013, Walden allegedly had 51,016 students. Data available from: <https://nces.ed.gov/fastfacts/display.asp?id=74>. In 2016, Walden allegedly had 52,600 students. Data from <https://www.waldenu.edu/about/who-we-are/students>. Given Walden had 51,016 and 52,600 students for the years flanking 2014 and 2015, it is safe to conservatively estimate Walden had over 50,000 total students in 2014 and 2015. As described in Paragraph 35 below, about 25% of the student population is believed to be doctoral students. Therefore, it's a safe assumption that at least 12,500 students were enrolled in doctoral programs at Walden during 2014 and during 2015. In 2014, 1007 doctoral students graduated. In 2015, 1015 doctoral students graduated. Therefore, for both years only 8.1% of the total population of doctoral students in 2014 and 2015 (respectively) received PhDs.

9. As a for-profit corporation, Walden, and its parent Laureate, created this process to receive ever-increasing amounts of money in the form of tuition payments and fees. The longer a student pursued a degree, the more tuition payments and fees that student would pay. Further, having already paid tens of thousands of dollars to get “half way” through the program (*i.e.*, completing the classroom work prior to starting the dissertation process), most students would understandably be compelled to continue pursuing their degree despite Walden’s hurdles, feeling they have what it takes if they just keep working.

10. It was nearly a perfect plan. Given that the Walden doctoral program was mostly online, students were isolated from the vast majority of their peers, unable to see whether others faced the same challenges. Instead, the students would assume it was just them, and continue a fight they could not win.

11. The Walden Dissertation Process, as detailed herein, was intended to (and did) generate substantial additional revenue for Walden and Laureate by way of additional tuition and fees. The practice resulted in the members of the Class (defined below) paying substantially more for Walden’s doctoral educational services than promised (or reasonably anticipated by the students).

12. The Walden Dissertation Process caused substantial damage to Plaintiff and the Class. If Walden had not misrepresented the number of students that actually completed the PhD program (upon information and belief, less than 10% of the doctoral population), *no one* would have attended Walden or made any tuition and fee payments.

13. Further, had Walden not misrepresented the timelines, costs and realities of its dissertation process, Plaintiff and the other members of the Class would not have paid for the educational services offered by Walden.

14. Instead, they relied upon Walden's misrepresentations and omissions, and are now saddled with crippling debt...and no PhD.

THE PARTIES

15. Plaintiff Thornhill is, and has been at all relevant times, a resident and citizen of the State of Ohio, who attended Walden as a doctoral student from 2011 to 2015.

16. Walden is a limited liability company organized under the laws of the State of Florida with its principal place of business in Baltimore, Maryland. Upon information and belief, Walden is a wholly-owned subsidiary of Laureate Education, Inc.

17. Upon information and belief, Laureate Education, Inc. ("Laureate") is a corporation organized under the laws of the State of Delaware with its principal place of business in Baltimore, Maryland. Laureate is a parent of Walden.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs, and this is a class action in which certain members of the Class and Defendant are citizens of different states.

19. This Court has personal jurisdiction over Walden because it conducts significant business in Ohio, including interacting directly with Plaintiff Thornhill for years in Ohio, as well as other members of the class that reside in Ohio.

20. This Court has personal jurisdiction over Laureate because it conducts significant business in Ohio, including receive profits from tuition paid by Plaintiff and other members of the Class that reside in Ohio.

21. Venue is proper in the United States District Court for the Southern District of Ohio, pursuant to 28 U.S.C. § 1391, because Walden engaged and engages in substantial business throughout this district, and many of the acts complained of herein took place within this district.

WALDEN, ITS GROWTH AND ITS FUNDING

22. Walden is a for-profit, online university that offers bachelor's, master's and doctorate level degrees to students.

23. Founded in 1970, Walden originated as an institution that allowed working adults to obtain graduate level degrees in school administration. Walden currently offers bachelor's, master's and doctoral degrees to online students.

24. Walden offers a number of online, doctorate level degrees: Doctor of Business Administration, PhD in Management, PhD in Counselor Education and Supervision, PhD in Criminal Justice, Doctor of Education (EdD), PhD in Education, Education Specialist (EdS), Doctor of Nursing Practice (DNP), PhD in Nursing, Doctor of Public Health (DrPH), PhD in Public Health, Doctor of Healthcare Administration (DHA), PhD in Health Education and Promotion, PhD in Health Services, Doctor of Information Technology, PhD in Public Policy and Administration, PhD in Psychology, PhD in Industrial and Organizational Psychology, PhD in Human and Social Services, Doctor of Social Work and PhD in Social Work.

25. Given the number of degrees offered, and as will be illustrated in ¶29 below, the large sums spent on marketing, enrollment at Walden has increased significantly over the last 15 years. In 2001, Walden had an enrollment of 2,082 students. Through the next nine years, enrollment increased over 2000%.

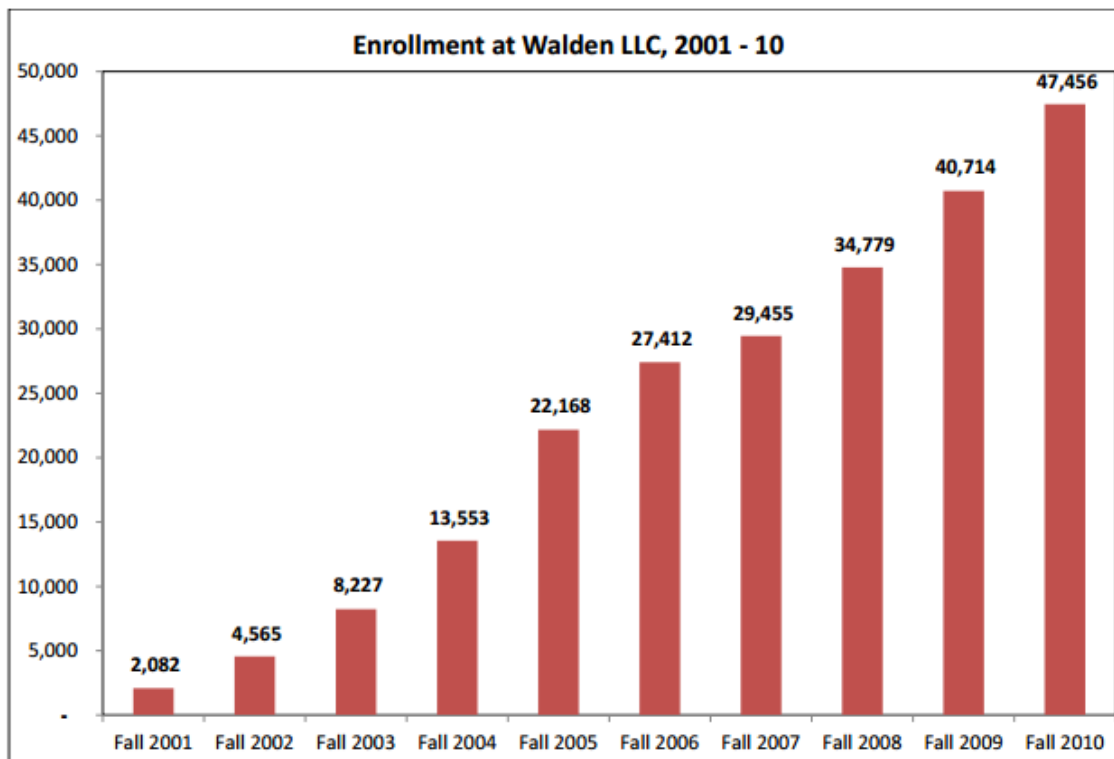


Exhibit A, 2010 Senate For Profit Report, section on Walden at p. 707, available at:

http://www.help.senate.gov/imo/media/for_profit_report/PartII/Walden.pdf

26. In 2016, Walden's enrollment grew to allegedly 52,600 students.³

27. Not surprisingly, the increased enrollment has led to a similar trajectory for Walden's revenue. In 2006, Walden had revenue of approximately \$190,700,000. In 2009, Walden's revenue had nearly doubled to approximately \$377,000,000. With allegedly 52,600 current students, Walden's 2016 revenue likely will exceed \$400,000,000.

28. The vast majority of Walden's revenue is derived from federally funded student loans. In 2010, 78.8% (\$348,000,000) of Walden's revenue was derived from federal funds.

29. As a for-profit college, Walden devotes substantial portions of revenue to both marketing and profit. As of 2009, Walden spent approximately 26.8% of its revenue (\$101,000,000) on

³ Data from <https://www.waldenu.edu/about/who-we-are/students>.

marketing and recruitment of new students. Likewise, in 2009, Walden allocated approximately 26.8% of its revenue (\$101,000,000) to profit. The amount that Walden spends on marketing and recruitment, as well as amounts allocated to profit, is higher than average for other for-profit colleges.

30. In just three years between 2006 and 2009, the profit generated by Walden increased from \$33,000,000 to \$101,000,000.

31. In 2009, Walden spent only \$1,574 per student on instruction compared to \$2,230 per student on marketing. Even more striking, Walden realized \$1,915 in profits per student. By way of comparison, the University of Minnesota spent \$13,247 per student on instruction during the same time period.

32. Walden students carry some of the highest student loan debts in the country. A 2015 Brookings Institution study found that by 2014, students had accumulated \$6.1 billion in debt while at Walden. This was the fifth largest amount of debt out of the more than 3,000 schools in the report.

33. Further, a 2015 study by the Center for American Progress found that Walden students received the most federal graduate loans in the 2013-2014 academic year, with over \$756 million.

34. Walden doctoral students (like all students) are required to pay back their student loan debt regardless as to whether they receive the degree they sought or not.

35. According to the Senate's 2012 investigation of For Profit Colleges, in the 2008-2009 timeframe, 5,325 doctoral students enrolled at Walden.⁴

⁴ Although unclear from the 2012 Senate Report, it appears this information corresponds to students who enrolled in 2008 and 2009; it was not the entire student population. Therefore, 5,325 doctoral students were added during that time frame. If, however, 5,325 students was the total doctoral student population for 2008 and 2009, then the 0.6% "percent completed" statistic is appalling.

Status of Students Enrolled in Walden E-Learning LLC in 2008-9, as of 2010						
Degree Level	Enrollment	Percent Completed	Percent Still Enrolled	Percent Withdrawn	Number Withdrawn	Median Days
Bachelor's Degree	3,230	1.4%	47.3%	51.4%	1,659	91
Masters	11,770	14.4%	57.5%	28.1%	3,309	173
Doctoral	5,325	.6%	59.8%	39.6%	2,108	174
All Students	20,325	8.7%	56.5%	34.8%	7,076	154

Exhibit A, Senate Report on For-Profit Universities, Walden at 714. From this data, it appears 25% of Walden's student population are doctoral students. With an enrollment of 52,600 in 2016, if the 25% doctoral student statistic still holds true, it would mean that approximately 13,150 of those students are doctoral students.

36. Since, upon information and belief, less than 10% of Walden's doctoral student population receives a PhD each year, an exceeding large number do not receive a degree, despite paying large sums for tuition.

LAUREATE

37. Laureate is not simply the parent company of Walden, upon information and belief, it also exerts an undue amount of control over Walden's activities.

38. This can be seen from a website owned and operated by Laureate which displays information about the inner workings of Walden. Such data is made available allegedly for prospective Walden students considering whether or not to attend Walden. This website, however, is under a Laureate domain (*e.g.*, <http://programdata.laureate.net/walden/>), not a www.walden.com domain. Importantly, this Laureate website describes how the Walden Dissertation Process was created and implemented, and how it ensnared Walden students.

WALDEN'S NEVER-ENDING PHD PROGRAM

39. Through recruiting and marketing, Walden promises that obtaining a PhD from Walden is not only feasible, it is inexpensive and relatively quick.

40. Upon information and belief, prior to 2012, Walden did not publicly provide meaningful data regarding graduation rates of its various doctoral programs. It appears that only after a Senate investigation into For Profit Schools (of which Walden was one of many such schools targeted), it began providing such information in 2012.

Walden Designed its PhD in Management Program to Take Five Years, Six Months, but Represented a Much Shorter “On-Time Completion Rate” and “Normal Completion Time”

41. Focusing on the Doctor of Management (Plaintiff Thornhill’s chosen area), the first available webpage about Walden graduation rates, time frames and potential costs is from March 2012. Exhibit B, PhD in Management, Program Data, from March 10, 2012. While not providing much data regarding graduation rates, Walden did state it had an “on-time completion rate” for this program of 68.5%, with average tuition costs of \$73,795-106,555 and average books and supplies costs of \$3,249-3,393.

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2009, and June 30, 2010, who completed this program in the normal completion time.

The program completion time may vary depending on transfer of credit and the pace at which a student chooses to complete the program. Because many of the students in this program are working adults and need to balance personal and professional commitments, our academic advisors can help establish an appropriate program of study that enables each student to complete this program in a time frame that works best for him or her.

Rate	Percentage
On-time completion rate	68.5%

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$73,795 - \$106,555
Books and Supplies	\$3,249- \$3,393
Room and Board	Not applicable

Id.

42. The 68.5% completion rate was represented as arising from the following metric:

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2009, and June 30, 2010, who completed this program in the normal completion time.

Id.

43. Upon information and belief, the 68.5% “On-time completion rate” that Walden provided on this page was false.⁵

44. Upon information and belief, Walden provided the 68.5% “On-time completion rate” to mislead students into enrolling into its Doctor of Management program.⁶

45. For this webpage, Walden did not define “normal completion time.” However, the next sentence on the page represented that “program completion time may vary” depending on various factors. One of the two specific variables identified by Walden was the “... pace at which **a student chooses** to complete the program.” *Id.* (emphasis added). To further reinforce the illusion that its students would have control over the length of time the program took them to complete, Walden also represented that the student can “complete this program in a time frame that works best for him or her.”

46. Upon information and belief, the statements that doctoral students can choose a) the pace at which they can complete the PhD in Management program and/or b) the time frame that works best for them to complete their degree were false.

⁵ This identical phrase appears on many, if not all, of the contemporaneous Program Data webpages for the doctoral programs offered by Walden, and is believed to be false on all such pages.

⁶ As this identical phrase appears on many, if not all, of the contemporaneous Program Data webpages for other doctoral programs offered by Walden, it is believed Walden provided it to mislead prospective students into enrolling in their various doctoral programs.

47. Upon information and belief, Walden provided the “... pace at which a student chooses to complete the program” and “complete this program in a time frame that works best for him or her” statements to mislead students to enrolling in its PhD in management program.⁷

48. A year later, on or about June 12, 2013, Walden updated this webpage to show its still undefined “On-time completion rate” had sharply dropped to 49.3% with average tuition costs of \$64,860-111,500 and average books and supplies costs of \$3,604-4,558.

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

The program completion time may vary depending on transfer of credit and the pace at which a student chooses to complete the program. Because many of the students in this program are working adults and need to balance personal and professional commitments, our academic advisors can help establish an appropriate program of study that enables each student to complete this program in a time frame that works best for him or her.

Rate	Percentage
On-time completion rate	49.3%

Note: Completion rates reflect graduates from the Knowledge Area Module instructional model which is no longer offered in this program.

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$64,860-111,500
Books and Supplies	\$3,604-4,558
Room and Board	Not applicable

Ex. C, June 12, 2013, PhD in Management, Program Data, from June 12, 2013.

49. The timeframe of the metric used to calculate the 49.3% also changed:

⁷ As these identical phrases appear on many, if not all, of the contemporaneous Program Data webpages for other doctoral programs offered by Walden, it is believed Walden provided them to mislead prospective students into enrolling in their various doctoral programs.

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

Id.

50. Upon information and belief, the 49.3% “On-time completion rate” that Walden provided on this page was false.

51. Upon information and belief, Walden provided the 49.3% “On-time completion rate” to mislead students into enrolling into its Doctor of Management program.

52. Again, Walden also represented that the students could exercise control over how long the program took to finish.

53. In 2014, the webpage format for this page changed, as did its location. Ex. D, PhD in Management, Program Data, from March 7, 2014. Instead of being found on a Walden website, it was now moved to Laureate’s website.⁸


54. The Laureate website also provided additional information about the Walden PhD in Management. This new information showed the prior representations made by Walden in the previous two versions of this webpage were false.

55. For the first time, Walden/Laureate admitted the PhD in Management program was actually “designed to take 66 months,” and not the 3 years that had been previously represented.

⁸ Although hyperlinked through Walden’s website, the actual link to which this data resided (as well as for all of Walden’s doctoral programs) can be found only on a Laureate webpage at: <http://programdata.laureate.net/walden/phd-in-management.html> (emphasis added).

PhD in Management

Program Level - Doctoral degree
Program Length - 66 months


 **Cost** How much will this program cost me?*

A. Tuition and fees: \$66,260
Books and supplies: \$3,820
On-campus room & board: *not offered*

What other costs are there for this program?

For further program cost information [click here.](#)

*The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

 **SUCCESS** How long will it take me to complete this program?

A. The program is designed to take 66 months to complete. Of those that completed the program in 2012-2013, 33% finished in 66 months.

What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program in 2012-2013 is *%.

* This institution is not currently required to calculate a job placement rate for program completers.

Id. Despite the program being designed to allegedly take “66 months,” Walden still used its prior undefined “normal time to completion” timeframe (whatever that was) when it calculated the “Tuition and fees” and “Books and supplies” “for the entire program” – representing that a student that took “the normal time to completion” (*i.e.*, apparently 66 months) would pay \$66,260 and \$3,820, respectively. *Id.*

56. As it turns out, a PhD in Management program “designed to take 66 months” would cost far more than \$66,260 and \$3,820 based on representations by Walden on a separate webpage about its “Tuition and fees.”

57. In other words, at the time this Laureate webpage was offered,⁹ Walden also had a “Tuition and Fees” explanation on its own webpage. Ex. E, PhD in Management, Tuition and Fees (Feb. 9, 2014). The “Tuition and Fees” tab on Walden’s webpage explained that it would cost \$4,835 per quarter for tuition plus \$1,160 for residency fees (four required¹⁰), along with a technology fee of \$120 per quarter to complete the PhD in Management program.

⁹ The Ex. D Laureate page is dated from March 7, 2014. The Ex. E, Walden “Tuition and Fees” page is dated from Feb. 9. Upon information and belief, both pages were available from the internet at the same time.

¹⁰ The residency fee did not cover travel, lodging and other expenses associated with the residencies. Those additional costs had to be separately covered by the student.

CURRICULUM	TUITION AND FEES	HIGHLIGHTS	LEARNING OUTCOMES	PROGRAM DATA
Curriculum Component	Requirements	Cost		
Self-Directed Specializations	98-102 total quarter credit hours	\$4,835 per quarter		
Course-Based Specializations	96 total quarter credit hours	\$645 per quarter credit hour		
4-Day Residency Fee	4 during your program (Residency 2 and Residency 4 may be virtual)	\$1,160 each, plus travel, lodging, other expenses Virtual: \$1,260 each		
Technology Fee	per quarter	\$120		

Tuition and fees are subject to change.

Call 1-866-492-5336 for information about a full range of options for:

- [Federal Financial Aid](#)
- [Transfer of Credit](#)

Id. Relying on this Feb. 9, 2014 Walden data, the Plaintiff's PhD in Management could allegedly be obtained in roughly three years (12 quarters) for approximately \$64,100 in tuition and fees.¹¹

58. While this estimated \$64,100 in tuition and fees is consistent with Laureate's estimate of \$66,260 in tuition and fees,¹² it is inconsistent with the admitted 66-month design of the program. Using 66 months as a base (22 quarters), the tuition and fees to complete the program should be represented to be \$113,650.¹³ The "design" of the program then results in twice the disclosed tuition and fees for the student, yet Walden and Laureate still misrepresented the cost to student to complete the program as being less than half the properly-calculated amount.

¹¹ \$64,100 = (\$4,835 quarterly tuition * 12 quarters) + (4 * \$1,160 for four required residency fees) + (\$120 per quarter technology fee * 12).

¹² In other words, Walden's 2014 program data on Laureate's website for a 22-month program would somehow be only \$2,160 more than what a three-year program was represented on Walden's webpage to cost.

¹³ \$113,650 = (\$4,835 quarterly tuition * 22 quarters) + (4 * \$1,160 for four required residency fees) + (\$120 per quarter technology fee * 22).

59. Worse, only 33% of students that graduated with a PhD in Management completed the 66-month designed program within that time frame. Ex. E. The remaining 67% of graduates took longer. *Id.*

Walden and Laureate's September 2016 Webpages Still Contain False Statements

60. After a flurry of lawsuits from graduate students (mostly forced to represent themselves), Walden changed its webpage "Tuition and Fees" graphic to add warnings that:

The tuition reflects the **minimum time to completion**. Time to completion varies by student, depending on individual progress and credits transferred, if applicable.¹⁴

Ex. F, PhD in Management, Tuition and Fees (Oct. 28, 2014)(emphasis added). The same warning appeared on Walden's "Tuition and Fees" webpage until about September 27, 2016. Ex. G, PhD in Management, Tuition and Fees (Sept. 27, 2016).

¹⁴ The first instance of this webpage being available on archive.org is October 28, 2014. Therefore, upon information and belief, this language was added on or about October 28, 2014.

Curriculum Component	Requirements	Cost	Total*
Course-Based Specializations	86 total quarter credit hours	\$705 per quarter credit hour	\$60,630
4-Day Residency Fee	Four residencies (Residency 2 may be virtual, Residency 4 may be virtual or a capstone intensive retreat)	\$1,320 (travel, lodging, and other expenses are additional) Virtual: \$1,420	\$5,280
Technology Fee	Per quarter	\$125	\$1,500
		Total	\$67,410
		<i>Transfer up to 43 credits</i>	<i>\$31,065</i>
		Total With Maximum Transfer Credits[†]	\$36,345

The tuition reflects the minimum time to completion. Time to completion varies by student, depending on individual progress and credits transferred, if applicable. For a personalized estimate of your time to completion, call an enrollment advisor at 1-866-492-5336.

*Tuition and fees are subject to change. Books and materials are not included and may cost up to an additional \$1,400 and \$1,600.

[†]Maximum transfer credit total includes reduction in technology fee as related to reduced number of courses over time.

61. The 2014-2016 webpages also recited the “minimum” time to completion would be \$67,410.

62. These representations show the duplicity of Walden. While the program allegedly was “designed to take 66 months,” meaning it would cost over a hundred thousand dollars to complete, Walden represented that the “minimum time to completion” (corresponding to three years) could be as little as about \$67,000.

63. It’s not unreasonable to assume that if Walden designed the course to take 66 months, then 66 months should be the “minimum time to completion.” Walden, however, utilized a false and misleading tuition and fees calculation based on three years for the “minimum time to

completion” calculation. Walden provided this false information to mislead prospective students into enrolling in its PhD in Management program.¹⁵

64. Further, this Laureate webpage admits that only 33% of students in 2012-2013 actually completed the program within the “normal” 66-month timeframe. The “normal time to completion” then cannot be as low as 66 months then, it must be something longer.¹⁶

65. Despite these fraudulent misrepresentations, this Laureate webpage remained available from 2014 through early 2016. When Walden/Laureate finally updated the webpage in mid-to-late 2016, its misrepresentations became even more pronounced.

¹⁵ As these identical phrases appear on many, if not all, of the contemporaneous Program Data webpages for other doctoral programs offered by Walden, it is believed Walden provided them to mislead prospective students into enrolling in their various doctoral programs.

¹⁶ It is not unreasonable to assume a “normal” time to completion would require 50% or more of the student population to complete the program in that time frame. Anything number less (like 33%) would not be normal.

Walden University
PRINT

PhD in Management

Program Level - Doctoral degree

Program Length - 58 months

COST

Q. How much will this program cost me?*

A. Tuition and fees: \$82,410
Books and supplies: \$4,171
On-campus room & board: *not offered*

What other costs are there for this program?

For further program cost information [click here](#).

* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

FINANCING

Q. What financing options are available to help me pay for this program?

A. Financing for this program may be available through grants, scholarships, loans (federal and private) and institutional financing plans. The median amount of debt for program graduates is shown below:

Federal loans: \$97,090
Private education loans: \$0
Institutional financing plan: \$0

SUCCESS

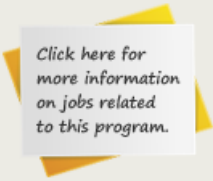
Q. How long will it take me to complete this program?

A. The program is designed to take 58 months to complete. Of those that completed the program in 2014-2015, 24% finished in 58 months.

Q. What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program is %.

* This institution is not currently required to calculate a job placement rate for program completers.



Click here for more information on jobs related to this program.

Ex. H, PhD in Management, Program Data (current). While the PhD in Management program from 2014 through early 2016 was allegedly “designed to take 66 months,” inexplicably, the mid-to-late 2016 program was shortened so that it now allegedly was “designed to take 58 months to complete.” *Id.* This despite the most recent webpage reflecting an even lower rate of students (only 24%) actually completing the 58-month program. Moreover, despite an eight-month reduction in “designed” completion time, the represented tuition and fees increased from \$60,630 to \$82,410—a 35% increase. Further, the \$82,410 was still calculated from a false “normal time to completion” of, again, three years. Had the “normal time to completion” been calculated from the “designed” 58-month time, it would have exceeded \$100,000. Even further,

the “normal completion time” could not be 58 months, as only 24% of graduating students completed the program in that time frame...meaning a “normal completion time” (*i.e.*, when half or more of the students would complete the program) would exceed 58 months.

66. The statements on this page are obviously false, with intent to mislead prospective students to enroll in Walden’s PhD in Management program.¹⁷

67. What should not be lost is that the “normal time to completion” is calculated from students that graduated. The vast majority of Walden doctoral students do not graduate, yet still paid for tuition fees and costs, and are still burdened by student loan debt.

Walden’s “Normal Time to Completion” and Course Design Fraud Cover All its Doctoral Programs.

68. Walden and Laureate’s manipulation of tuition rates and times to completion were not confined to just the Plaintiff’s PhD in Management program. Despite blanket statements of estimates based on “minimum time to completion” and “normal completion time” across Walden’s PhD programs, the vast majority were “designed” to take longer.

69. The Laureate webpage for the PhD in Psychology program (upon information and belief believed to be available from 2014 until early 2016) stated the Psychology program was “designed to take 72 months to complete,” although only 44% of the 2013-2014 graduates completed the program within that time frame. Ex. I, Laureate PhD in Psychology webpage (March 6, 2015). Assuming the “designed” 72 months was the “normal time to completion,” (despite only 44% of students who graduated meeting this time frame), the estimated tuition and fees would have exceeded \$100,000 (as opposed to the \$67,610 represented by Walden). *Id.*

¹⁷ Again, false statements such as these appeared on webpages concerning all of Walden’s doctoral programs. Therefore, Walden intended prospective students to rely upon all them to enroll in Walden’s doctoral programs.

Further, with only 44% of students meeting the “designed” time, a “normal time to completion” must be longer than 72 months.

70. In mid-to-late 2016, the Laureate webpage for the PhD in Psychology program was updated to recite the Psychology program now was allegedly “designed to take 66 months to complete.” Ex. J, Laureate PhD in Psychology webpage (Sept. 28, 2016). This alleged six-month shortening of the program, however, was only met by 21% of the 2014-2015 students who graduated. Walden then manipulated this shorter 66-month time frame by selecting a much lower completion rate of 21% (from the 44% of 2013-2014). *Id.* Further, with only 21% of students meeting the “designed” time, a “normal time to completion” must be longer than 66 months.

71. The Laureate webpage for the PhD in Health Services program (upon information and belief available from 2014 until early 2016) stated it was “designed to take 66 months to complete,” although only 27% of the 2012-2013 graduates completed the program within that time. Ex. K, Laureate PhD in Health Services webpage (from Feb. 21, 2015). Despite reciting “66 months” until completion, the “Tuition and fees” cited for this program was \$59,285 “assuming normal time to completion.” *Id.* However, if 66 months was used as a “normal time to completion” (despite only 27% of students who graduated meeting this time frame), the estimated tuition and fees should have exceeded \$100,000. Further, with only 27% of students meeting the “designed” time, a “normal time to completion” must be longer than 66 months.

72. The Laureate webpage for the PhD in Public Policy and Administration program (upon information and belief available from 2014 until early 2016) stated it was “designed to take 66 months to complete” and, allegedly, 100% of its 2012-2013 graduates completed it within that time frame. Ex. L, Laureate PhD in Public Policy and Administration webpage (March 6, 2015). Despite this boast, it still indicated that students’ “Tuition and fees” and “Books and supplies”

would cost only \$48,650 and \$3,933 respectively. *Id.* However, if 66 months was used as a “normal time to completion,” the estimated tuition and fees should have exceeded \$100,000.

73. Bizarrely, in mid-to-late 2016, the Laureate webpage for a PhD in Public Policy Administration was updated to state the program was now “designed to take 55 months to complete” (allegedly shortening the program by 11 months), yet the number of students that completed it on time drastically dropped to 28%. Ex. M, Laureate PhD in Public Policy and Administration webpage (Sept. 28, 2016). Bafflingly, despite shortening the program by 11 months, the costs of “Tuition and fees” and “Books and supplies” increased to \$67,241 and \$4,367. *Id.* However, if 55 months was used as a “normal time to completion,” the estimated tuition and fees should have likely exceeded \$100,000. Further, with only 28% of students meeting the “designed” time, a “normal time to completion” must be longer than 55 months.

74. The Laureate webpage for the Doctor of Business Administration (upon information and belief available from 2014 until early 2016), stated the program was “designed to take 42 months.” Ex. N, Laureate Doctor of Business Administration webpage (April 28, 2015). In mid-to-late 2016, Walden updated this page to state the program was “designed to take 50 months to complete” (lengthening the program by eight months). Ex. O, Laureate Doctor of Business Administration webpage (Sept. 28, 2016). Upon information and belief, all cost estimates for this program, however, were based on a three-year program timeline.

75. The same Laureate webpage for the PhD in Public Health program (upon information and belief available from 2014 until early 2016) stated it was “designed to take 66 months to complete,” although of those that completed the program in 2012-2013, only 37% completed it within that time frame. Ex. P, Laureate PhD in Public Health webpage (Feb. 21, 2015). This was a drastic drop for a program that allegedly in March 6, 2012, reported an alleged 88.9%

completion rate from the still nebulous “normal completion time” metric. Further, with only 37% of students meeting the “designed” time, a “normal time to completion” must be longer than 66 months. Also, Walden stated that the “Tuition and fees” and “Books and supplies” for this program would cost \$49,200 and \$3,528, respectively. Obviously, if a 66-month designed time to completion were utilized, the fees would far exceed \$49,200.

76. Still, in mid-to-late 2016, the Laureate webpage for the PhD in Public Health was updated to report that the program was “designed to take 63 months to complete” (an alleged three month shortening of the program), although now only 30% of students that graduated in 2014-2015 completed the program in that time frame. Ex. Q, Laureate PhD in Public Health webpage (Oct. 2, 2016). Further, regardless as to whether a 66 or 63-month time frame was utilized, the “Tuition and fees” would not be \$70,563; rather, they would exceed \$100,000. Finally, with only 30% of students meeting the “designed” time, a “normal time to completion” must be longer than 63 months.

**PROMISES BY WALDEN AND ITS RECRUITERS WERE WELL BELOW THE
“DESIGN” OF EACH PROGRAM**

77. Despite the actual “design” of each doctoral program, Walden repeatedly touted that after doctoral coursework was completed, it would only take 13 or 18 months to receive a degree.

78. Upon information and belief, recruiters commonly explained to potential students that after the completion of doctoral classwork, it would take only 18 months to complete one’s dissertation. Such representations were made specifically to Plaintiff Thornhill in this action by a recruiter about one month prior to her enrolling in the PhD in Management program.

79. Representations of a relatively quick timeline were not made to just the Plaintiff. There are numerous complaints online about this practice, and how misleading Walden’s estimates were. For example, one woman recounts how she and five other educators from Coffee County,

Georgia were promised that the doctoral program would take only three years. Despite that, only one of those educators was able to receive her doctorate in the time promised.

Vette S. said
364 days ago

Thank goodness someone has started this process. I am from Coffee County, GA. In 2004 or 2005 A Walden representative met with a large group of teachers and made the following statements. The program would be a 3 year Doctorial program costing of approximately \$ 25,000. The University would "hold your hand" through the program as your dissertation would be composed through research articles used in your coursework. After completing my coursework with a 4.0, I began the dissertation process. After writing chapters 1-2 and having it reviewed by my chair I went through the process of revisions paying more out of pocket for additional semesters. After my chair approved chapters 1-2, he said after writing and revising chapter 3 I would be ready to schedule a proposal defense. Then I get back an email stating that the dissertation rubric had changed and all my articles used for my study needed to be peer reviewed and were beginning to be dated. After 4 years yes...some of the research would begin to be dated. My three chapters at this point were a total rewrite. Having hired a corporate editor to review my work, she was disturbed that my first 3 chapters were not being approved. Already going beyond the 3 year program with over \$70,000 in debt and receiving emails from my chair stating this program was a "process", I withdrew from the program in December of 2008. Stuck with a 900 loan payment, no degree, and the emotional stress of going through almost 4 years to receive nothing...I began to see what the word "process" meant to Walden. Another semester, more money and nothing but heartache for me. Out of 6 educators from Coffee County School System only one was able to receive her Doctorate Degree within the 3 year time frame.

Excerpt from "Got a Class Action" (available at: <http://gotaclassaction.com/walden-university-and-laureate-education-inc-named-in-class-action-lawsuit-over-systematic-prolonging-of-the-thesis-and-dissertation-process/>).

80. Another poster confirmed that her 18-month program was now in its fourth year.

Carolyn B. said
255 days ago

My 18 month program is now in its 4 th yr. My chair actually submitted a 14month old draft to form and style for review instead of the finished product(its been complete for 6 months now). I didn't even receive an apology. I am now at 130,000 in debt for a degree I don't think will ever be finished.This quarter,our class doesn't have an instructor but they still took money for it. Is that legal??

Id.

81. Taken together, the 2012 Senate Report, the history of Plaintiff and the stories of the above students (as well as many others referenced herein) confirm that Walden and Laureate's representations concerning the timeline to completing a Walden PhD were false. Further, with a doctoral "completion" rate of, upon information and belief, less than 10% of its doctoral student population, any statements concerning a "minimum completion time," or a completion time at all, is false and misleading.

82. Instead, Walden and Laureate should tell prospective students they'd be lucky to obtain a PhD, let alone timely obtain a degree.

THE TRAP OF THE WALDEN DISSERTATION PROCESS

83. Walden doctoral degrees differ from its bachelor's degrees in several important respects; however, most pertinent to this Complaint, after completion of course work, doctoral degrees require independent study and research by the student.

84. At Walden, each doctoral degree candidate, regardless of discipline, must go through the process of completing a dissertation.

85. The Walden Student Handbook reflects that the dissertation process can be completed in as little as 13 months.

Dissertation Timing

Doctoral students who want to graduate in a specific quarter must plan their program carefully as follows or their graduation date will be delayed:

- Begin planning for program completion at least 13 months in advance of the anticipated graduation date

Ex. R, Excerpts, 2013-2014 Walden Student Handbook at 273 (December 2013), available at

<http://catalog.waldenu.edu/content.php?catoid=117&navoid=32382>, and Ex. S, Excerpts, 2010-

2011 Walden Student Handbook (Sept. 2011) at 189, available at

<http://catalog.waldenu.edu/mime/media/58/1050/Dec+2011+Handbook+FINAL.pdf>.

86. Further, as stated above, it is common for Walden recruiters to represent that the dissertation process can be completed in 18 months.

87. The dissertation requires the consultation and approval of faculty and institutional entities at Walden before the degrees may be completed. In fact, it is imperative that students be able to work closely with the faculty members, whose approval is necessary for the advancement of the dissertation.

88. With an online degree, this is more difficult as most students cannot regularly interact with their chairs, members or advisors (or other students), unless they do so through the Interactive Blackboard System provided by Walden. Through this confined communication system, often doctoral students feel isolated and without direction.

89. There are five stages of the dissertation process: the Premise (or preliminary Prospectus), Prospectus, the Proposal, conducting the study and/or research that is the subject of the dissertation, and defending the completed dissertation.

90. At each stage of the process, the student must gain approval of the dissertation supervisory committee chair and a supervisory committee member. Further, at each stage of the dissertation process, the student depends on the timely response of the dissertation supervisory committee chair and member to advance the process.

91. To start the dissertation process, the student must enroll in the dissertation course for a student's respective field of study. Typically, this will be the only course/class the doctoral student will enroll in for that quarter (and for their remaining quarters at Walden). Despite this, the doctoral students will still pay full tuition.

92. Once enrolled in the dissertation course, the student must develop and draft a Premise.

The Premise is a brief document which identifies a preliminary topic for the dissertation. The Premise is also used to locate faculty members who will form the dissertation supervisory committee.

93. After determining a topic and drafting the Premise, the student must nominate the dissertation supervisory committee. The dissertation supervisory committee has two members – a committee chair and a committee member. The dissertation supervisory committee is supposed to provide guidance to the student on both the content and the methodology of his or her dissertation. Further, once the committee chair and member accept their nominations, they must approve of the Premise.

94. The Student Handbook describes Doctoral Committee Member Roles.

Faculty members in Walden University doctoral programs who accept the duty of serving on a dissertation or doctoral study committee assume a dual responsibility of high importance. **One part is service to their students**; the other is service to the academic practice, discipline, and professional field to which the dissertation is related. For the first part, expectations concerning the faculty service to be performed are determined by students' needs, and by university academic policy pertaining to how these needs are to be addressed. For the second, expectations are set both by university academic policy and by policies and practice that frame acceptable work in the discipline and professional field at large.

Ex. T, Excerpts, Dec. 2011 Student Handbook at 174 (emphasis added); *See also* Ex. R at 258.

Further, “Walden intends that dissertation/doctoral study committee members work as a team, directly guiding students through the proposal, research and analysis, and ultimately the final oral presentation.” Ex. S at 174; Ex. R at 259.

95. The Prospectus is meant to build on the Premise and serve as the foundation of the Proposal. The goal of the Prospectus is to develop a plan for the Proposal and ultimately outline the basic structure of the dissertation. The Prospectus must be approved by both the dissertation

supervisory committee chair and the committee member before proceeding to the next step, the Proposal.

96. The Proposal is essentially the first three chapters of the dissertation, outlining the rationale for conducting the study and describing the design and methodology of the study. Students must work closely with the dissertation supervisory committee chair and member to complete the Proposal. As the Handbook promises, the dissertation supervisory committee chair and member are to “guide” their students “through the proposal.” *Id.*

97. The Proposal must be approved by the dissertation supervisory committee chair and member before the student can move on to the next step in the dissertation process.

98. In addition to approval by the dissertation supervisory committee chair and member, the Institutional Review Board (“IRB”) must approve the Proposal.

99. After the Proposal is approved by the IRB, the student must conduct the study and/or research that is the subject of the dissertation, and finish drafting the dissertation.

100. The dissertation supervisory committee chair and member must approve the completed dissertation, which is then submitted to the University Research Review (“URR”) for approval.

101. At this point, the student must orally defend the dissertation.

102. After successful oral defense of the dissertation and committee approval of the dissertation, the student has essentially completed the dissertation process and it may be submitted for publishing.

WALDEN’S SYSTEMATIC PROLONGING OF THE DISSERTATION PROCESS

103. The dissertation process described above is plagued by a complete disregard for Walden’s promises and policies. Instead, Walden creates a seemingly endless process that drags on for quarter after quarter, year after year for students. This disregard by Walden is intentional.

That is, it is part of Walden's knowing and intentional scheme to unduly prolong the dissertation process to extract additional tuition from its students, for the purpose of increasing Walden's profits, at the expense of those students it is purportedly seeking to educate.

104. First, the process for obtaining a dissertation supervisory committee chair and member is time consuming and difficult. Making matters worse, for some students retaining the committee chair and committee member throughout the entire dissertation process is an additional challenge.

105. Walden instructs students to consult the Faculty Expertise Directory to find Walden faculty members capable of serving on the dissertation supervisory committee as either committee chair or committee member. The dissertation supervisory committee must feature an expert on the student's content and also an advisor on methodology. In order to obtain a dissertation supervisory committee chair and member, the student must submit a Committee Member Nomination form, along with a copy of the Premise, to the nominee. If the nominee agrees to serve on the committee and that nominee's service is approved by the program director, then the student may begin finalizing the Premise.

106. However, the committee chair and member nomination process does not run as smoothly as Walden represents to its students. First, the student may spend multiple months attempting to obtain the agreement of a faculty member to serve as a dissertation supervisory committee chair or member.

107. Even worse, once the faculty members agree to serve in the roles of dissertation supervisory committee chair and member, they sometimes quit, are fired, or stop responding to the student. Upon information and belief, retention of committee chairs and committee members is a systemic, institutional issue. Further, this issue is not corrected by Walden because 1) it is in

Walden's best, financial interest to prolong its students' time in the dissertation process and 2) Walden is not willing to spend the necessary amount to hire and retain quality, Committee-qualified employees (instead, Walden rather spend its money on marketing to bring in additional students).

108. When a Walden student's dissertation supervisory committee member or committee chair chooses to quit his or her role on the committee, the student essentially is required to start over from scratch.

109. The student is forced to locate an additional faculty member to serve in the vacated role. However, even if the student locates a new faculty member to serve in the role, the new committee chair or member may disagree with the student's Prospectus or Proposal. As a result, regardless of whether or not the prior committee chair or member approved the Prospectus or Proposal, the student must now begin the process anew and address the new committee chair or member's concerns.

110. Walden's requiring of students to find substitute faculty members and the delay it causes violates its rules. Walden's Handbooks promise that if a faculty member suddenly departs, *Walden* will take the appropriate steps to rectify the situation.

Unexpected interruptions: Faculty services may be unexpectedly interrupted because of an instructor's death or prolonged ill health, or because of an instructor's discontinuation of association with the university. In such cases, **the student's associate dean/executive director, or designee, ensures that faculty services are restored to all affected students.** The associate dean/executive director or designee communicates with affected students throughout the restoration process until appropriate assignments are finalized.

Ex. S, Excerpts, 2010-2011 Handbook at 123 (emphasis added); Ex. R, Excerpts 2013-2014 Handbook at 214-215.

111. As stated above, Walden repeatedly broke this promise, in that once Committee chairs or members left, Walden forced its students to find replacements. This delay always benefitted Walden, because any delay to the dissertation process likely led to additional tuition payments.

112. Further, upon information and belief, the turnover rate of dissertation supervisory committee chairs and members is high. This high turnover results in Walden students being caught in a cycle of finding supervisory committee chairs and/or members, and gaining their approval, only to start the process again when the committee chair or member leaves Walden or simply stops responding. The turnover is intentional and part of Walden's policy to essentially hold its students captive to the tuition generating machine that Walden has constructed, while it continues to spend its money on marketing to lure in additional students.

113. In addition, Walden students depend on the dissertation supervisory committee chair and member for guidance and feedback during the entire process. As part of Walden's overall scheme, however, that much-needed counsel is consistently lacking, and frequently nonexistent.

114. Walden has a formal policy which states that the supervisory committee chair and member must respond to requests from students for commentary, feedback, or even formal review, within 14 business days.

115. However, as part of the Walden's scheme, Walden faculty serving in supervisory committee capacities regularly and routinely do not abide by its 14 business day response requirement. This is especially frustrating for Walden students because they literally cannot progress beyond the Prospectus or Proposal without the approval of the supervisory committee chair and member. Thus, it causes significant delays in moving forward with, and the completion of, the dissertation process.

116. Upon information and belief, most Walden doctoral students experience a breach of the 14-business day response period at least once (and usually many more times) during the course of their dissertation. Walden's breach of its own rules thus unnecessarily prolongs students' efforts to obtain their degrees, and results in students extending their enrollment in their respective dissertation course and paying additional tuition.

117. In fact, even a 14 calendar day "response" time is too long. 14 calendar days to receive input comprises 1/6 of a Walden quarter. While waiting for input (the substance of which is most times guidance on how to proceed), the student essentially cannot advance his or her dissertation for two weeks, yet still must pay tuition during that time frame. With a 14 calendar day response time, if a student would require input from their chair even just three times in a quarter, that would amount to a loss of half of a quarter. A 14 business day response time then is, for all intents and purposes, a three-week delay.

118. Upon information and belief, most Walden doctoral students experience a loss of a supervisory committee chair or member at least once (and usually many more times) during the course of their dissertation. Walden's failure to regulate the supervisory committee program thus unnecessarily prolongs students' efforts to obtain their degrees, and results in students extending their enrollment in their respective dissertation course and paying additional tuition. Further, Walden's failure to select a replacement and instead force its student to replace the chair or member further prolongs the students' enrollment and tuition payments.

119. Dissertation courses at Walden can cost about \$3,000 or more per academic quarter. Accordingly, the practical effect of Walden's tuition generation scheme, which forces repeated enrollment for additional quarters, is extremely expensive for students and highly lucrative for Walden.

120. Walden, as experienced by Plaintiff and the Class members, is intentionally and deliberately using its dissertation process as a means of improperly extracting tuition and generating revenue. Walden has intentionally and knowingly directed and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden regarding the actual time and expense that its doctoral students will incur in an effort to complete their degrees...if completion is even possible. Further, it is an insidious scheme in that, once students have spent considerable time and expense embarking on the process, they are left with two options in the face of the process delays: 1) quit the program, thereby essentially throwing away all of the time and money expended; or 2) continue to enroll in additional quarters with the hope of completing the program someday before they run out of money.

PLAINTIFF THORNHILL'S EXPERIENCE AT WALDEN

121. Plaintiff Thornhill was a student at Walden pursuing her Doctor of Philosophy in Management, specializing in Leadership and Organizational Change.

122. Plaintiff Thornhill enrolled in her doctoral program in 2011.

123. Between the summer of 2011 and Spring of 2014, she completed the following doctoral-level courses: Foundations for a Ph.D. Study; Research Theory; Managing Organizational Systems & Complexity; Management of Decision-Making; Leadership, Influence & Power; Challenging Conventional Leadership; Qualitative Reasoning & Analysis, Changing Face of Leadership; The Socially Conscious Leader; Developing a Prospectus; Quantitative Reasoning &

Analysis; Advance Qualitative Analysis; Applications of Current Topics in Management and Writing a Proposal.

124. Plaintiff received only As and Bs in her courses.

125. Upon completion of those required doctoral-level courses, Plaintiff Thornhill began her dissertation in September 3, 2013.

126. Plaintiff Thornhill enrolled in dissertation courses starting in the fall quarter of 2013, and continued with these classes in the winter quarter 2013, spring quarter of 2014, summer quarter of 2014, fall quarter of 2014, winter quarter of 2014, spring quarter of 2015, summer quarter of 2015 and fall quarter of 2015.

127. For all of the quarters she attended, Plaintiff Thornhill paid \$3,360, \$2,390, \$4,710, \$4,735, \$4,935, \$2,515, \$6,160, \$2,610, \$2,610, \$2,610, \$6,570, \$3,990, \$3,990, \$3,990, \$4,110, \$4,110 and \$4,110.¹⁸

128. Plaintiff also completed three residency courses, obtaining the necessary satisfactory grades to advance from each of those courses.

129. For each of these residency courses, Plaintiff Thornhill paid approximately \$3,500, including enrollment of \$1,039, \$1,125 and \$1,125 for each, plus hotel, flight and meals for five days.

130. However, progress on her dissertation remained elusive for this A/B student because of the systematic and intentional manner in which Walden delayed her.

131. Wanting to be sure that she was using her time at Walden efficiently, Plaintiff Thornhill started working on her preliminary Prospectus on March 4, 2013. Her preliminary Prospectus

¹⁸ Each quarterly payment consisted of tuition and a \$60, \$70, \$95 or \$110 or \$120 technology fee.

topic was submitted it to Dr. David K. Banner (her dissertation supervisory committee chair and content expert), who approved it on September 15, 2013.

132. On Feb. 23, 2014, Dr. Steve Tippins agreed to be her dissertation supervisory committee member and methodology expert, to complete her supervisory committee.

133. On February 14, 2014, Plaintiff Thornhill submitted her preliminary Prospectus to both Dr. Banner and Dr. Tippins.

134. On June 4, 2014, it was approved

135. When Plaintiff Thornhill began working on her Proposal, she was initially allowed to communicate and receive input directly from her dissertation supervisory committee chair and member on her dissertation which were typically accomplished via email through Walden's Interactive Blackboard System. Plaintiff Thornhill relied upon such input to gain input on whether or not she was headed in the correct direction and to receive general pointers.

136. Plaintiff Thornhill also relied upon Walden's Writing Center, a resource that would assist with confirming her Proposal was complying with APA writing guidelines. Further, Plaintiff Thornhill was allowed to choose an advisor with the specific background necessary to understand and provide further input on Plaintiff Thornhill's Proposal.

137. According to Walden's current webpage, students who utilize the Writing Center can receive the following types of input:

Sample Paper Reviews: Overview

Wondering what to expect from your Writing Center review? Below are the types of assignments we review, along with sample feedback. Feedback will vary among writing instructors but will consist of some of these:

- Explanations of errors
- Links to resources
- Questions or reactions from a reader's perspective
- Recommended next steps
- Revision strategies
- Highlighted patterns
- Models of effective writing
- Video clips to watch

Available at: <http://academicguides.waldenu.edu/writingcenter/paperreviews/samplerreviews>

138. Both direct access to her dissertation supervisory committee chair and member and use of the Writing Center were important resources, and Plaintiff Thornhill relied upon them in advancing along the path to finishing her dissertation.

139. Walden, however, took both of these resources away from Plaintiff Thornhill and all other members of the Class.

140. On or about January 2, 2015, although it was still a resource available for undergraduate students, Walden abruptly prohibited doctoral students from utilizing and relying upon the Writing Center for their dissertations. Despite taking away this important resource, doctoral students' tuition did not decrease.

141. Also, on or about October 30, 2014, doctoral students were informed about a new procedure in which any contacts for specific advice from their dissertation supervisory committee chair and members could only take place through the MyDR computer application. However, doctoral students were specifically prohibited from using MyDR until they had completed Chapters 1-3 of their dissertations (*i.e.*, their Proposals).

142. This placed Plaintiff Thornhill and other members of the Class in the untenable situation of needing to complete the first three chapters of their dissertation, one of the most important foundation steps in the dissertation process, before they could use the MyDR service. In other words, despite paying full quarterly tuition for the educational services that Walden said it would provide including, but not limited to, assertions from the Handbook that “Walden intends that dissertation/doctoral study committee members work as a team, directly guiding students through **the proposal**,” Plaintiff and other members of the Class were now limited to only receiving the most general input on the Proposal. Ex. S at 174; Ex. R at 259 (emphasis added).

143. This was a substantial hurdle for Plaintiff Thornhill and members of the Class. In particular, Chapter 3 was the proposed methodology of the dissertation, which was often quite complex (requiring explanations of how to carry out the research, which tools to utilize, how to prepare and conduct meaningful interviews and observations, etc.). For such an important portion of the Proposal (and the dissertation process as a whole), specific input was often necessary to ensure proper methodologies were utilized. In particular, Plaintiff Thornhill required input on instrumentation, transferability, confirmability and dependability for Chapter 3. Despite this, Walden prohibited Plaintiff Thornhill and the members of the Class from receiving anything but the most general input from the guidance from their Committee advisers that they had been promised.

144. For example, when Plaintiff Thornhill contacted her chair Dr. David Banner about specific guidance she needed on her Proposal, she was denied such input due to the Walden policy.

David Banner <david.banner@waldenu.edu>
To: LaTonya Hall <latonya.hall@waldenu.edu>

Tue, Dec 9, 2014 at 11:53 AM

LaTonya...I cannot review it until you have a draft of all three chapters of the proposal.....

check with MyDR...there may be a way to do a draft.....

Dr.B.

Ex. T, Dec. 9, 2014 email exchange.

145. This was a direct violation of Walden's Student Handbook which required the doctoral study committee members to "work as a team, directly guiding students through the **proposal**, research and analysis, and ultimately the final oral presentation." Ex. S at 174 (emphasis added); Ex. R at 259.

146. This happened not once, but multiple times, when Plaintiff Thornhill requested input on the Proposal, but again was denied such input...until she completed Chapters 1-3 (and thus could access MyDR).

David Banner <david.banner@waldenu.edu>
To: LaTonya Hall <latonya.hall@waldenu.edu>

Mon, Jan 19, 2015 at 7:45 AM

LaTonya...the Walden system can be unreliable...please submit all plans to me directly.

Also, submit the prospectus through MyDr...I cannot give you feedback unless you do that...

Dr.B.

[Quoted text hidden]

Ex. U, Jan. 19, 2015 email.

147. Plaintiff Thornhill's situation was straight out of *Catch-22*. While the Walden recruiters promised that she could finish her dissertation in 18 months¹⁹ if she listened to her advisers, she was now prohibited from "listening" to her advisers until she finished the Proposal/Chapters 1-3 of her dissertation...chapters that she needed input from her advisors to complete. Further, while the Walden Handbook promised that her advisers would work with her as a team on the

¹⁹ Also, the Student Handbook indicated the dissertation process could be completed in 13 months.

Proposal, they expressly would not work with her (as a team or otherwise) on the Proposal until it was completed.

148. Problems arose in the dissertation process for Plaintiff Thornhill even prior to the Proposal Catch-22. For example, Plaintiff Thornhill started working on her preliminary Prospectus on March 4, 2013. Her preliminary Prospectus topic was approved by Dr. Banner (her dissertation chair) on September 15, 2013. Despite this, at a residency in December 26-30, 2013 in National Harbor, Maryland, Dr. Kenneth Sherman, a resource to provide feedback on dissertation topics and prospectuses, told Plaintiff Thornhill that she should change her Prospectus topic to focus more on millennials. Despite already gaining approval from her chair, Plaintiff Thornhill relied upon the advisor's input, took time to create a new topic, and submitted it to her dissertation supervisory committee chair for approval. In response, Plaintiff Thornhill's chair told her to disregard the advice given to her at the December 2013 residency, and instead utilize her initial topic. Through these inconsistent instructions from her advisers, Ms. Thornhill lost progress on her dissertation from the last quarter of 2013 and first quarter of 2014, for which she still had to pay.

149. Further, delays were endemic at Walden, as shown by the following email from Plaintiff Thornhill's chair.



LaTonya Hall <latonya.hall@waldenu.edu>

MGMT-9000-12,Doctoral Dissertation.2015 Summer Qtr 06/01-08/23-PT1: MyDr

1 message

David Banner <david.banner@waldenu.edu>

Mon, Jun 1, 2015 at 6:01 AM

Mentees: I have had so may requests for MyDr work lately that I have regrettably lost track of who needs what....if I haven't responded to you in a timely way, PLEASE let me know what I need to do to help...

Dr.B.

Ex. V, June 1, 2015 email.

150. Over the course of Plaintiff Thornhill's time at Walden, she experienced innumerable delays and multiple instances of faculty members failing to fulfill their responsibilities as dissertation supervisory committee chairs and members due to the hurdles Walden itself placed in their way. In other words, Plaintiff Thornhill has been subjected to, and victimized by, the intentional and knowing scheme of Walden to prolong the dissertation process so that it could generate additional tuition revenue. Walden has subjected the other members of the Class to the same scheme, thereby causing them to be damaged in the same manner as Plaintiff Thornhill.

151. As of now, Plaintiff Thornhill has paid for seventeen quarters during her time at Walden, including seven quarters of dissertation course work and three residencies. Despite being promised it would take 18 months to complete her dissertation, at the time she stopped enrolling at Walden, she was still only at the Proposal stage, less than 3/5 of the way towards completion. With the limited resources she was allowed, Plaintiff Thornhill estimates it would have taken her over a year and approximately \$30,000 to complete her dissertation, if completion was even possible given that she needed guidance that was not forthcoming on her Proposal.

Unfortunately, she was forced to take a leave of absence after the fall quarter of 2015.

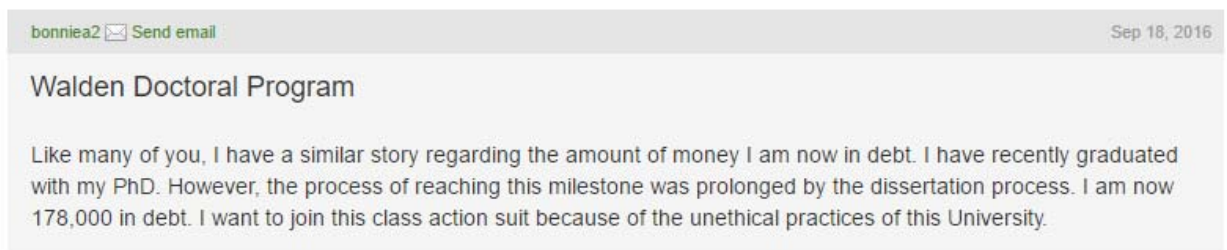
152. Had Plaintiff Thornhill been made aware of Walden's abysmally low completion rate, she would not have enrolled in the doctoral program or paid the tuition, residency fees (including travel), supply costs and other fees charged by Walden. Further, had Walden not misrepresented the timeline, costs, hurdles to obtaining a dissertation or had it actually disclosed its true scheme, Plaintiff Thornhill would not have agreed to pay for the educational services offered by Walden.

153. Tellingly, almost a year after she left in August 2016, Walden re-opened the Writing Center to doctoral students for doctoral premises and doctoral prospectuses (presumably because

Walden had come under increased scrutiny about taking away such an important resource). This confirms the intense pressure placed on its doctoral students by removing this invaluable resource.

154. Walden has intentionally and unjustly prolonged Plaintiff Thornhill's work toward her doctoral degree and extracted extra tuition payments from her for dissertation coursework that would never have been necessary but for Walden's scheme to generate additional tuition revenue and minimize its overhead so that more of the revenue could be spent on marketing to ensnare more students. As a result of the scheme, Plaintiff Thornhill had to withdraw, knowing that to complete the educational process, at a minimum, would require more time and more tuition payments beyond what she had reasonably anticipated she would have had Walden not engaged in its illegal conduct.

155. Plaintiff's experiences mirror those of thousands of other students. A comprehensive collection of such complaints are located at: <http://www.complaintboard.com/walden-university-14025.html> and <http://gotaclassaction.com/walden-university-and-laureate-education-inc-named-in-class-action-lawsuit-over-systematic-prolonging-of-the-thesis-and-dissertation-process/>. Some of the more relevant complaints are reproduced below, all focusing on the unfair workings of Walden's dissertation process.



Acts333  Send email

Sep 7, 2016

Doctoral in DNP

I've been in this program since 2009 and have seen professors quit, Chair persons change, courses added, e-mails disappear, conflicts in time zones and so many other excuses. Walden should be reported to the Department of Education. Their headquarters in Minnesota should be reported to the Attorney General in the state. Their practices and recruitment should be investigated. What is the percentage of African Americans who take courses are graduating more quickly than other groups. What political connections did they have with Bill Clinton. A major law suit should be filed in all 50 states to recover hundreds of millions today dollars this university has taken from hard working citizens

juliedefelice  Send email


Sep 6, 2016

Way Too Much Money; No Returns On My Investment Yet

Wow, I have been experiencing some of the same problems notated above.

I am stuck in the proposal phase of my Ed.D degree at Walden.


After comparing rubrics, I submitted to the URR now 4 times, I have passed sections previously that are now deemed as not passing. I had a problem in the very beginning of this journey with a chair person who lived across the globe from me. We were 8 hours apart. How can I make progress when we live in time zones that far apart??? After a fight to get a change, I got an awesome person to help me, but now my URR, who was friends with the first chair person is making my life unbearable. I receive mixed communication and now a grade that keeps changing from draft to draft. My chair and 2nd seems to think the proposal is just fine, but every time the URR gets it, she says it is not. I am spending mega bucks and now have school loans that are in the \$100K+. I would love to be part of this class action lawsuit. I think there is a scam someone going on here. I would also like to be reimbursed for all the money I have spent when there has not been progress made towards graduation.

kerrnonne42  Send email

Sep 4, 2016

Walden University

I am 287,000 in debt. If I continue with the PhD program in psychology it would take another year or two. I am stuck in proposal, and there is absolutely no help with regard to methodology. I have never defaulted on a loan in my life, and I can't imagine how I will pay off a house. I had to take plus loans. They are not eligible for income based repayment. I am going back to work as a counselor. It took 6 years to spin my wheels, and lose everything. I am suffering from depression. What is happening in this country? How could the federal government even fund this program? This is awful. The residencies were expensive. I had to leave my job to complete 2,750 hours of clinical full time, and needed to take more loan money. This is just awful. Unfortunately, I am losing hope that the government will do anything about this. I need help. I have been in the program from 2010.

amhPhd_Scam  Send email

Aug 24, 2016

11 Years PhD Program \$200k in debt

Began my doctorate program with Walden University in September 2003. Completed all required course work before beginning the dissertation process. Problem!!!! The course work (mostly independent white papers on a sundry of business management topics) did NOT prepare me for the dissertation process. Why? Walden knew that if they had prepared its ABD (all but dissertation) students with significant courses related to the PROCESS of writing a dissertation (URR, ethical reviews, etc.) they would not make as much money. Fast forward to 2009 - my dissertation process took me two years to complete. Why? My dissertation chair refused to accept my methodology. So I changed it. Then, another member of the dissertation committee (brought on 1 1/2 years later) felt that he didn't like my research - even the title! THEN . . . the another member of the committee suddenly left the university. University failed to notify me; but, I couldn't move forward until the committee member was replaced (all the while, I'm being required to pay tuition). I did complete the program . . . 11 years and \$200k in debt (my credit is so messed up). Why did I continue to attend Walden? At the point in which I knew that the school was scamming me - it was too late. I had to complete it (borrowing from parents, taking out credit cards to pay tuition, deeper and deeper into debt). It was better to have my doctorate, than not to have my doctorate.


Jlanaii  Send email

Aug 24, 2016

Walden's Doctoral Program

I have a similar story as those written here. I have been a part of the doctoral program at Walden going on five years now and every year I was vocal about the waste of time with the two years of "coursework" that I learned absolutely nothing. Then starting the project study process I really started noticing the scam beginning. I had three chairs up to this point and after working on just the proposal phase for two years I am going nowhere. I hired an outside publisher to help me through the process but even that is not really helping as much as I thought it would. I am on my third round of proposal approval and one round of URR. I am almost \$200,000 in debt with my undergrad and other degree loans. Walden alone is \$100,000. I will be glad to be a part of a class action lawsuit!

Mari

cassie32368  Send email

Aug 24, 2016

Walden Fraud and still no Ph.D

I began my Ed.D quest in 2011 and began to work on my dissertation in 2014. They prolonged approval at the dissertation stage at which I knew it was going to be an uphill battle. I requested a new chair because I knew my work was of quality. I'm now thousands of dollars in debt! I pray that these predatory practices at Walden University are looked into by the White House

KNWMN  Send email

Aug 20, 2016

Let's get this law suit against Walden off the ground

I have been communicating with students as angry at Walden as I am. Time to move this lawsuit forward.
Greetings:

Last week I twice spoke with an experienced reporter from a major newspaper. They are very excited about running with this story. It can be perhaps on the same level of fraud and corruption as the for profit Corinthian College. I have told the reporter my story, and have three others lined up to speak with her next week.

Please send me your story with Walden. I'll forward it to the reporter with your email contact info and she'll reach out to you. We students are doing this to attract the attention of a lawyer. Let's get this thing going.

My story goes like this. I started my Doctorate with Walden in 2008. All went well and my Chair approved my study and I was to start my University Research Review (URR) in December 2011. My chair was then dismissed by the university and I was given a new Chair and a new Second. My second required that I start my study all over. Three years late in 2014 my Chair was about to approve me to start URR again. Then that chair was removed and I again received a new Chair and new Second. The new second was not assigned until about 6 weeks into the class. The very next day my father-in-law died so not much progress was made during that semester. The next semester I was again approved to begin URR and the university dismissed me for lack of progress. I made URR and they call that a lack of progress?! So here I am over \$100K in debt, having had my study formally approved twice by two different chairs, yet I have no degree.

KNWMN  Send email

Aug 2, 2016

Let's sue Walden

Zkeithnewman@yahoo.com

My Walden story begins in 2008 and all went well until January 2012. I had just (in December 2011) been approved to begin the URR phase of my doctoral program. Walden dismissed my chair, assigned a new one, and I had to start all over. In 2015, after accruing 3 more years of debt my chair was about ready to approve me to start URR again. Guess what!? They changed my chair again. I stayed with it and was approved to start URR but am now too old and too far in debt to continue at Walden. After 8 years I have nothing but a debt that will not disappear until I am 70.

Please, let us join together. Contact me at my yahoo email address and let's get going.

760student  Send email

Jun 30, 2016

to much time in doctoral study stage

I have had two chairs, 3 second committee members. I was told to use the walden university writing center to get my doctoral study paper APA compliant. I did and my chair said they did a bad job. Each second committee member required 1000's of changes to my document and I made the changes, once complete I would have a new second committee member. I ran out of money using approved APA editors and my document would still get kicked back. This needs to stop, I just want to finish and graduate.

sbealldavis  Send email

Jun 7, 2016

Walden University Unethical and Fraudulent!

Please add me to the Walden Class Action Law Suit! I started Walden's doctoral program in 2007 and now it's 2016. I have a 3.7 GPA in course work completed, all residences completed plus extra, submitted my prospectus waited almost 3 months @ over \$4k per quarter to get a URR assigned, wrote my initial proposal- rejected but comments were needs minor changes and organization. As time went on I kept re-submitting and getting comments that just a few more changes. I hired an editor, have paid several hundred dollars to get help and each time I'm told how wonderful the paper is but just make these few changes and you'll move forward. I'm more than \$200,000.00 in debt now government loans and 40,000 in personal loans. I'm 60 years old now and still no degree nor moving pass URR. There has also been instances where the 14 day review period took more than 20 days pushing me into another quarter adding more debt to the already enormous debt. Lies, deception and false hopes is what I've experienced. I have lots of documentation. Please add me to the lawsuit, the legacy I once dreamed of leaving for my children and grandchildren has been destroyed. I'm still waiting for Walden to create a way to remove me from the school or continue to drain me until I can't get another loan to continue. They've told me that if I take a leave of absence, I more than likely can't get back I'm now another \$8000 in debt to them trying to complete the Summer session to get pass the URR. They are predators the approval of the proposal process has been going on since 2014 now...See below

Student resubmits Proposal committee rubric analysis Jun 02 , 2016
 Proposal not ready for URR Approval May 21 , 2016
 Student resubmits Proposal committee rubric analysis Apr 25 , 2016
 Student resubmits Proposal committee rubric analysis Apr 22 , 2016
 Proposal not ready for URR Approval Apr 11 , 2016
 Student resubmits Proposal committee rubric analysis Mar 30 , 2016
 URR Denies Proposal Feb 22 , 2016
 Proposal ready for URR Approval Feb 12 , 2016
 Student resubmits Proposal committee rubric analysis Feb 02 , 2016
 Proposal not ready for URR Approval Nov 10 , 2015
 Student resubmits Proposal committee rubric analysis Nov 01 , 2015
 Proposal not ready for URR Approval Oct 23 , 2015
 Student resubmits Proposal committee rubric analysis Oct 20 , 2015
 Proposal not ready for URR Approval Sep 10 , 2015
 Student resubmits Proposal committee rubric analysis Aug 27 , 2015
 Student resubmits Proposal committee rubric analysis Aug 27 , 2015
 Student resubmits Proposal committee rubric analysis Aug 27 , 2015
 Proposal not ready for URR Approval May 13 , 2015
 Student resubmits Proposal committee rubric analysis Apr 21 , 2015
 Student initial submits Proposal for committee rubric analysis Apr 19 , 2015
 Program Director Approves Prospectus Jan 12 , 2015
 Prospectus Ready for PD Approval Dec 30 , 2014
 Student resubmits Prospectus for committee rubric analysis Dec 10 , 2014
 Student resubmits Prospectus for committee rubric analysis Dec 09 , 2014
 Prospectus not ready for PD Approval Dec 08 , 2014
 Student initial submits Prospectus for committee rubric analysis Dec 08 , 2014
 Student initial submits Prospectus for committee rubric analysis Nov 10 , 2014

Minglee1!  Send email

May 12, 2016

Doctorial program

I have many of the complaints as most of colloques. I entered Walden University 2011, did very well through the course work and earned 4.0. Once I entered the doctorial program (5 stages to complete) its been one disaster after another. Assigned to a verbally abusive professor and proving derogatory statement were made through email and phone conferencing, I was transferred to another professor. Unfortunately the first abusive professor is the "head" of the department and over sees everyone. Therefore, not a lot changed except the second refused to speak with me without a committee and he is always "super" nice without productive feedback. After 3 months in the first stage, he sent me an email to move forwardtask stream had passed my prospectus with 3/5 points. Only to receive an email 4 weeks into the course 2nd stage that stated the "committee" my previous professor said I did not pass. Eventually, he gave me a U I had to take off a semester and fight to get back in. Returning 6 months later, I hired a professor on a doctorial committee in another state to review my prospectus- she did and stated there were a few errors that needed corrections. For 12 weeks the Walden professor returned my paper with "minor" problems and stated major improvements.....etc. Ten days prior to the semester ending I submitted my paper, it was not returned until 5 days AFTER the course ended stating I received another U and I should rewrite my entire paper. I also have a problem with the course survey that MUST be completed 5 days prior to the course ending or you will not get a grade. I was told they are confidential, but I know for a fact that the professors do reading them prior to grading. 5 years in I have run out of money and still no degree.

syndibradley  Send email

May 9, 2016

Unfinished EdD Dissertation

Please let me know if there is in fact a class action law suit against Walden University. I too began the EdD process in 2008. When I began working on the dissertation, my initial 1st Chair person fell off the face of the earth after 2 semesters, and 2 weeks into the 3rd semester, the head of the department began asking us questions of this Chair person's whereabouts. Within the next 2 weeks, we were added to another Chair person's caseload. She didn't approve of the proposal I had already completely (nearly) established with the missing Chair person. So, I began with a completely new topic. I never received positive feedback and she refused to talk to me until I had completed the 1st section. Well, after 3 semesters with her, I requested a new Chair. Denied. So, I took a 6 month break. Upon returning, same Chair person. After 1&1/2 semesters more with her, they finally granted me another Chair person. This Chair person loved my new (3rd) topic and we worked for 18 months to finally get to the URR. The URR loved the proposal, gave feedback and I worked for 4 weeks to revise and resubmit. When I resubmitted, I was informed I had a new URR. Then 2 weeks later I was informed I had yet another new URR. This 3rd URR person finally after 33 days returned the proposal with over 300 negative comments. My Chair quit and they gave me a 4th Chair person and another new URR. I cannot do this anymore. This is ridiculous. I would love to know if there is really a class action law suit against this institution. I can be reached at syndi.bradley@yahoo.com Thanks, Bradley.

khen2011  Send email

Mar 29, 2016

Walden University

I enrolled in a doctorate program at Walden University in 2011 and I am still working with my chair to revise and edit my project study. Each semester, I may have two to three opportunities to receive feedback from him. According to the project study guide, the committee members have 14 days to provide feedback. My chair takes all 14 days to provide feedback and the feedback is inconsistent. I contacted the advisory team and was told it often takes multiple years to complete the project study. However, when being recruited, I was told it was a 3-year program (most students complete in 3 years). Even after contacting the program director, little has changed, with the exception of upsetting the committee members. I think I was misled.

Fer2848  Send email

Mar 20, 2016

Walden University Purposely Prolonges Degree Programs


I have many of the same complaints listed below. I enjoyed my coursework at Walden with a high grade point average. However, after almost 2 years my proposal still is incomplete. My committee chair gives pitiful feedback, and I usually have to request it be sent back after 14 days. When I raised concerns, nothing was done. It is unacceptable to be spending \$20,000 a year for an advanced degree when staff are not fit for helping students succeed!

kitd  Send email

Mar 19, 2016

Unresponsive Faculty and Administration

I was enrolled in Walden for two semesters. Despite have been very successful in traditional graduate programs, I was unable to get my initial proposal approved, but never received clear rationale for the rejection. It took my first "mentor" 6 weeks to respond to me and when he finally did his communication skills were so circular that I could not understand what he was saying. I asked for a transfer. Several months later I was assigned a new adviser, but this one was no more responsive than the first. So - I paid for two semesters through student loans that were completely useless. I made numerous efforts with the administration to resolve this issue, with no success whatsoever. I've had this loan on my back for 20 years. Walden's promises are fraudulent.

hateful  Send email

Dec 24, 2015

PhD holdup Walden University

Working on PhD for years, kept having to rewrite, get approval, then told to rewrite what was all ready approved a few versions back. Finally, after a year with one advisor and approval, I was told by a new member I would have to start over again because it wasn't a PhD type of study. Now, I'm continuing the process and \$250,000 in debt which I will never get back in promotions, etc.

They say it costs \$43,000 to get the PhD which is a lie. It also takes a long time to get 4 residencies and all of the credits needed THEN years more for the rest of it.

Nightmarish. Was a great school until the PhD itself began, then horrible and a rip off. Biggest mistake of my life, time and money lost with no gain. Need to finish it now, I'm stuck and cannot transfer and have to just play the waiting game registering for one 6 credit class each semester until I'm done. (6 credits is a lot of money)

Hope this helps someone.

Jimmy

rpb250  Send email

Nov 30, 2015

I want to join Walden class action lawsuit

I would like to join this class action suit against Walden University. I have experienced the same issues. I started the DBA program in 2012 and was told it would take 2-3 years to complete due to credits received from the MBA program. The guidelines and requirements changed so many times that I have had to start over again and again. January 2015, after my chair resigned, I had to start over yet again. Now, my student loans have maxed out and I have no more money to complete the degree. I am 100K in debt, with nothing to show for it. I feel like I have wasted 3 years. I complained to the director of our program, and her solution was for me to pay to attend ANOTHER DBA Intensive and really focus on writing. What kind of answer is that? She did not speak to or address any of the issues I raised: continuous changes, wasted tuition dollars, inability to make progress through the program, inconsistencies in expectations. We are still working on the proposal 3 years later. I should be finished by now. I was misled. I am very unhappy with the results of the DBA program.

hokieskb  Send email

Nov 6, 2015

Same Story

My story matches the others on this page. I completed the coursework for my Ed.D. with a 4.0 gpa. I spent approximately 7 years trying to get my dissertation completed and was simply spinning my wheels. During that time I had 3 different Committee Chairs, 2 different 2nd committee members and 2 different URR Committee members. Ever change in member brought on more and more changes in the dissertation. I finally ran out of money and had to stop. I made the comment to my last Committee Chair several times that it seemed as if Walden was simply trying to keep me in their program so they could continue collecting tuition. It is so sad to me that a institution can get away with this the way they have. Everyone's story is exactly the same. I definitely would like to be part of a class action suit against them!

bikerbabe1  Send email

Sep 24, 2015

Walden is all about money

I, too, am a Ph.D. in candidate. I, too, have completed all course work. I have been working on my proposal for at least five years and have had two committee chairs. I discovered that my last chair had not even been reading my proposal. I had to hire a private coach to assist me with my proposal. I am over \$70,000 in student loans. My student loans are at their limit so we have had to take money out of our house to finance this term. I have a call into the attorneys as well. I do hope they call me soon.

jabralyn3  Send email

Sep 12, 2015

6 Figures in Debt Thanks to Walden University

I enrolled in the Ed.D program at Walden University in 2009. Here it is, 2015 and I still do not have my Ed.D. I had advanced to the URR stage of my dissertation. During one submission, I was told that adequate progress was being made. During another submission, many negative comments were made to my proposal draft. Seemingly, this process went back and forth forever. When I finally reached the URR stage of my dissertation, would you believe there were over 100 negative comments made after it was supposedly reviewed by my primary Chair? I have the documentation to support this accusation. There's so much more to report. I was told by Walden's Financial Department that I had exhausted all of my funds causing me to opt out of the Ed.D program. Therefore, considering the small amount of financial aid I had left, it was suggested that I attend the Capstone course to obtain an Ed.S from Walden University. I exhausted so much TIME and MONEY on an Ed.D that I may not ever get the opportunity to receive. I am 6 figures in debt thanks to Walden University. Can you imagine how long it would take me to payoff a student loan of this caliber? I feel that I am a victim of an educational fraud. I'm interested in joining other past and present colleagues of Walden University in the event there's a Class Action Law Suit against Walden University. mclaurinann@gmail.com 9/12/2015


Unhappy Walden Customer  Send email

Jun 14, 2015

Fraud at its finest

This "school" is the most unethical, predatory online business in existence today. I was informed that my doctoral program would take on average between 3-4 years to complete barring any unforeseen life emergencies and would cost approximately \$45,000. Six years of continual enrollment and almost \$250,000.00 of student debt later, I am still stuck in the never ending, perpetual cycle of dissertation classes. The feedback is non-existent for these "courses" and the instructor doesn't even bother to check in to the class anymore. The discussion forums, questions for instructor, etc. are literally bare with the exception of student complaints and questions regarding feedback for dissertation drafts submitted months ago. Proactive attempts to reach out to advisors, department chairs, etc. will typically receive no response or they are forwarded with no resolve. Enrolling in Walden was unquestionably the WORST mistake that I have ever made. I am currently shopping legal counsel. THE FRAUD MUST STOP!

156. Walden cannot claim it is unaware of these complaints. Besides responding to student concerns on websites such as the Better Business Bureau (see, e.g., April 6, 2015 BBB page concerning “rumored ‘common’ practice of Walden to delay Doctoral Students,” with Walden response of, “Walden strongly denies that there is any ‘common practice’ or any practice at all to delay doctoral students.”), it also responded to some of the above complaints in the Complaint Board forum.

Walden University  [Send email](#)

Sep 7, 2016

Contact Walden University

At Walden University, we take the concerns and experiences of our students very seriously, and wish to hear from you if your experience did not meet your expectations, so that we can work with you to try to resolve your concerns. If you would like to discuss your specific situation, we are here to help you. If you are a current student, or attended Walden within the past year, please contact studentaffairs@waldenu.edu and provide us with your name, student ID, program of study, location, and specific details of your situation, and one of our school managers will contact you.

If you are a former Walden University student who last attended Walden more than one year ago, please contact formerWUstudent@waldenu.edu and provide us with your name, student ID, program of study, dates of enrollment, location, and specific details of your situation, and a Walden representative will contact you.

Thank you.

PROMISES AND MISREPRESENTATIONS MADE BY WALDEN TO ITS STUDENTS

157. Walden has made and broken many promises to its students as detailed above.
158. The Walden Student Handbook indicates that after coursework is completed, the dissertation process can be completed in 13 months.
159. Walden's website and recruiters have also promised many different timelines to completion, including the commonly promised three years, as well as a promise it would take only 18 months to complete the dissertation process.
160. Given that Walden upon information and belief has below a 10% completion rate of its doctoral student population, the fact that Walden is quoting *any* "normal time to completion" is fraudulent.
161. Walden and Laureate's statements on their websites concerning the timelines for Walden's doctoral programs were false.
162. For example, Walden's statement in 2012 that there was a 68.5% "On-time completion rate" for students in the Doctor of Philosophy in Management program for students who graduated between July 1, 2009 through June 30, 2010, was false and misleading.

163. Additionally, Walden's statement in 2013 that there was a 49.3% "On-time completion rate" for students in the Doctor of Philosophy in Management program for students who graduated between July 1, 2011 through June 30, 2012, was false and misleading.

164. In general, Walden's statements about its doctoral programs "On-time completion rates" were false and misleading.

165. Walden also made many promises to its students through its Student Handbooks.

166. Walden promised that its faculty would be accessible to its students. Under a section entitled "Faculty Members' Accessibility," the Handbook states:

Walden expects faculty members to be reasonably accessible to students. The expectation of reasonable accessibility does not mean 24/7 access of faculty members to students. However, it does mean that students receive quality feedback on course submissions within a reasonable time frame

Ex. S, 2010-2011 Handbook at 130; Ex. R, 2013-2014 Handbook at 221.

167. The Student Handbook also promises timelines for "Faculty Members' Feedback."

Faculty members are to return graded classroom assignments that are submitted by the due date to students within 10 calendar days of the assignments' due dates for coursework in classrooms, and within 14 calendar days of the due date for manuscript drafts (including KAMs, theses, doctoral studies, and dissertations) in research forums. Faculty members are to provide a grade and also written, formative feedback on assignments. Assignments that are submitted late may be graded with feedback in the time frame of the instructor. Late assignments may receive minimal feedback other than the grade. The instructor is expected to give priority to assignments submitted on time.

Id.

168. This promise was broken in that many doctoral students experienced delays beyond the promised 14 days, which led to increased tuition costs of the students.

169. Further, the Handbook provides that "Faculty members are expected to be available to students outside the course discussion areas and in addition to providing substantive feedback on assignments and discussion posts." *Id.*

170. This promise was broken to Plaintiff Thornhill and the members of the Class in that substantive feedback was denied on many occasions. For example, once the MyDR system was implemented, doctoral students were denied anything more than the most general input until they completed the Proposal/first three chapters of the dissertation, when doctoral students required detailed input on how the Proposal should be prepared (especially for Chapter 3, the methodology of the dissertation). The denial of feedback caused delays for the students, if not an ultimate roadblock, again resulting in additional tuition for Walden.

171. The Handbook further promises that if a faculty member suddenly departs, Walden will restore faculty services to the students.

Unexpected interruptions: Faculty services may be unexpectedly interrupted because of an instructor's death or prolonged ill health, or because of an instructor's discontinuation of association with the university. In such cases, **the student's associate dean/executive director, or designee, ensures that faculty services are restored to all affected students.** The associate dean/executive director or designee communicates with affected students throughout the restoration process until appropriate assignments are finalized.

Ex. S, Excerpts, 2010-2011 Handbook at 123 (emphasis added); Ex. R, Excerpts 2013-2014 Handbook at 214-215.

172. This promise was repeatedly broken, in that once instructors left, Walden left it to the students to find replacements for their dissertation advisors...which would sometimes take months in which they were still paying tuition to Walden.

173. The Handbook also describes Doctoral Committee Member Roles.

Faculty members in Walden University doctoral programs who accept the duty of serving on a dissertation or doctoral study committee assume a dual responsibility of high importance. One part is service to their students; the other is service to the academic practice, discipline, and professional field to which the dissertation is related. For the first part, expectations concerning the faculty service to be performed are determined by students' needs, and by university academic policy pertaining to how these needs are to be addressed. For the second, expectations are set both by university academic policy and by policies and practice that frame acceptable work in the discipline and professional field at large.

Ex. S at 174; Ex. R at 258. Further, “Walden intends that dissertation/doctoral study committee members work as a team, directly guiding students through the proposal, research and analysis, and ultimately the final oral presentation.” Ex. S at 174; Ex. R at 259.

174. As explained above, this is not how Walden worked. Instead, the MyDR application placed a wall between students and their advisers prior to completion of the Proposal.

CLASS ACTION ALLEGATIONS

175. The experiences of Plaintiff at Walden were similar to those experienced by numerous other students attempting to navigate the dissertation process across all of Walden’s PhD disciplines.

176. Plaintiff requests the Court certify this lawsuit as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

177. In the first instance, Plaintiff seeks certification of a nationwide Class under Maryland law, including certification of claims for fraud in the inducement (First Cause of Action), breach of contract (Second Cause of Action) and violations of the Maryland Consumer Protection Act (Third Cause of Action) and unjust enrichment (Fourth Cause of Action). Thus, Plaintiff seeks to certify the following nationwide Class pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University (“Class”).

178. In the alternative, should the Court decide not to certify a nationwide class under Maryland law, Plaintiff Thornhill seeks certification of state classes for each additional Plaintiff according to their state of residency, including certification of claims for fraud in the inducement under Ohio law (Fifth Cause of Action), breach of contract under Ohio law (Sixth Cause of Action), unjust enrichment under Ohio law (Seventh Cause of Action), and Ohio Consumer

Protection Act (Eighth Cause of Action). Thus, in the alternative, Plaintiff Thornhill seeks to certify the following Ohio Sub-Class pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University while residing in Ohio (“Ohio Sub-Class”).

179. Numerosity: Upon information and belief, the members of the Class number in at least the thousands. As a result, the Class is so numerous that joinder of all members in a single action is impracticable. The members of the Class should be readily identifiable from academic records and enrollment records of Walden. The disposition of these claims will provide substantial benefits to the Class.

180. Commonality and Predominance: There is a well-defined community of interest and common questions of law and fact which predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which will generate common answers which are apt to drive the resolution of the litigation, do not vary between members of the Class. These common questions may be determined without reference to individual circumstances and will provide common answers. The following represent a non exhaustive list of common questions:

- a. Whether Walden maintains institutional control over its doctoral programs;
- b. Whether, with knowledge of its abysmally low PhD completion rate, Walden promised potential and current students unrealistic timelines to completion of its PhD program;
- c. Whether, with knowledge of Walden’s low PhD completion rate and timeline for completion of its PhD programs, Laureate promised potential and current students unrealistic timelines to completion of its PhD program;
- d. Whether, with knowledge of its abysmally low PhD completion rate, Walden made false representations to its students about their actual chances of even completing a PhD program at Walden;

e. Whether Walden and Laureate constructed and implemented a system which caused the dissertation process to last longer than represented so that Walden could generate additional revenue through tuition payments (thereby also generating additional profits for Laureate);

e. Whether Walden and Laureate have been unjustly enriched by their conduct at the expense of the Class;

f. Whether Walden breached its contracts with the Class;

g. Whether Walden and Laureate violated consumer protection statutes by virtue of their conduct toward the Class; and

h. Whether, as a result of Walden and Laureate's conduct, Plaintiff and the Class are entitled to damages, restitution, equitable relief and/or other relief, and, if so, the amount and nature of such relief.

181. Typicality: The representative Plaintiff's claims are typical of the claims of the Class.

Plaintiff and all members of the Class were injured by the same wrongful practices in which Walden has engaged. Further, the Plaintiff and members of the Class seek relief based on the same legal theories. There may be differences in the amount of damages sustained by each member of the Class; however, Class-wide and individual damages can be determined readily. Individual damages issues will not bar Class certification.

182. Adequacy of Representation: Plaintiff will fairly and adequately protect and pursue the interests of the Class. Plaintiff understands the nature of the claims herein, their role in the proceedings, and have and will vigorously represent the Class. Plaintiff has retained Class counsel who are experienced in and qualified in prosecution of consumer protection class actions and other forms of complex litigation. Neither Plaintiff, nor her attorneys, have interests which are contrary to or conflict with those of the Class.

183. Superiority and Manageability: A class action is superior to all other available methods of adjudication of this lawsuit. Because individual litigation of the claims of Class members is economically infeasible and judicially impracticable, the class action device is the only way to

facilitate adjudication of Plaintiff's and the Class' claims. Although the aggregate damages sustained by the Class are in the millions of dollars, the individual damages incurred by each member resulting from Walden's wrongful conduct are not significant enough for experienced counsel to handle on an individual basis. Further, due to the conduct of Walden, Plaintiff and members of the Class have significant debt burdens from their time at Walden and cannot afford to hire counsel to pursue their claims on an hourly-fee basis. Even assuming individual Class members could afford it, the likelihood of individual claims being pursued by the Class members is remote. Even then, the burden on the judicial system would be unjustifiable in light of the class action device. Individual members of the Class do not have significant interest in individually controlling the prosecution of separate actions and individualized litigation could result in varying, inconsistent or contradictory judgments. Plaintiff knows of no reason that this litigation should not proceed as a class action.

184. The nature of notice to the Class is contemplated to be by direct mail upon certification of the Class or, if such notice is not practicable, by best notice possible under the circumstances including, inter alia, email, publication in major newspapers, and maintenance of a website.

TOLLING AND ESTOPPEL

185. Plaintiff's causes of action did not arise until Plaintiff discovered, or by the exercise of reasonable diligence should have discovered, that they were injured by Walden and Laureate's intentional and deliberate scheme. Plaintiff did not and could not have discovered the intentional scheme through reasonable diligence.

186. The applicable statutes of limitations have been tolled by Walden and Laureate's knowing and active concealment of the material facts regarding its scheme to intentionally prolong the dissertation and theses process. Walden and Laureate kept Plaintiff and the members

of the Class ignorant of the vital information essential to pursue their claims, without any fault or lack of diligence on the part of Plaintiff and Class members.

187. Walden and Laureate were and are under a continuous duty to disclose to Plaintiff and the members of the Class the true nature of the scheme that they have implemented to prolong the dissertation process. At all relevant times, and continuing to this day, Walden and Laureate knowingly, affirmatively, and actively misrepresented and concealed the true character, quality and nature of its scheme.

188. Based on the foregoing, Walden and Laureate are estopped from relying on any statutes of limitation in defense of this action. Walden and Laureate are also estopped from relying on any statutes of limitation in defense of this action because they failed to disclose the scheme prior to accepting each and every tuition payment in exchange for the provision of educational services.

189. Pursuant to the doctrines of Equitable Tolling, Equitable Estoppel, Fraudulent Concealment and the Discovery Rule, the period for bringing claims shall not be barred due to any statute of limitations or statute of repose. With respect to each and every cause of action asserted herein, Plaintiff expressly pleads Equitable Tolling, Equitable Estoppel, Fraudulent Concealment and the Discovery Rule and their application thereto.

190. All conditions precedent to the filing of this Complaint have been satisfied. This action has been filed prior to the expiration of any applicable statute of limitations or statute of repose.

FIRST CAUSE OF ACTION
Fraud in the Inducement Against Walden and Laureate

191. Plaintiff brings this cause of action on behalf of a nationwide Class under Maryland common law.

192. Plaintiff realleges and incorporate the preceding allegations by reference as if set forth fully herein.

193. Walden and Laureate made actual or implied false representations concerning the timing and cost of a doctoral degree, while concealing the truth from prospective and actual students.

194. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

195. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs actually take to complete.

196. For example, at the time Plaintiff Thornhill was recruited and applied to its PhD in Management program, Walden and Laureate concealed that the program was designed to take 66 months to complete (although less than 33% of students finish in that time frame).

197. Instead, Walden intentionally misled Plaintiff Thornhill with statements that the program would actually take three years (with 13 or 18 months to complete a dissertation), and that Plaintiff would have control over how quickly she could complete the program.

198. Similar, if not identical, false representations and omissions were made to other members of the Class about their degree programs as well either via recruiters, in Walden marketing materials and on Walden and Laureate webpages.

199. Walden and Laureate also concealed the actual percentage of students who graduated with PhDs from Walden.

200. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

201. These representations were material to Plaintiff Thornhill and the members of the Class agreeing to attend Walden.

202. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's doctoral programs to last a certain, longer time frame, but told students it would take less time.

203. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

204. Plaintiff and members of the Class were justified in relying upon these representations.

205. Plaintiff and members of the class were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as graduation rate and resources actually available, doctoral students would not have enrolled.

SECOND CAUSE OF ACTION
Breach of Contract Against Walden

206. Plaintiff realleges and incorporates the preceding allegations by reference as if set forth fully herein.

207. Plaintiff brings this cause of action on behalf of a nationwide Class under Maryland common law. Walden has systematically violated its contracts with Plaintiff and each member of the Class.

208. Plaintiff and each member of the Class contracted with Walden to obtain doctoral educational services. Implied in each and every contract was a covenant of good faith and fair dealing.

209. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services: 1) dissertation/doctoral study committee members would work as

a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months; 4) that the “minimum” time to complete its doctoral programs would be three years and cost between \$60,000-70,000; 5) the process for obtaining a dissertation supervisory chair and member would be reasonable and not burdensome; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times, and that if a faculty member left, Walden would find a suitable replacement; and 7) appropriate and timely feedback (within 14 days) would be provided to students with respect to their dissertation work.

210. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally directed and implemented a dissertation process fraught with inefficiencies, meant to ensure that students do not receive adequate resource, the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual time and expense that its doctoral students will incur in an effort to complete their degrees. The policy implemented by Walden breaches its contracts with Plaintiff and the Class.

211. Plaintiff and each member of the Class provided significant value to Walden in the form of tuition payments and fees for doctoral dissertation courses as contracted.

212. Furthermore, Plaintiff and each member of the Class complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

213. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in dissertation courses that would not be necessary if Walden had honored its contract and, in many instances, caused Class members to stop pursuing their education altogether.

214. Despite its knowing and intentional breaching of the contracts, Walden has retained the tuition payments made by the members of the Class.

215. Walden has breached its contracts for doctoral education services with Plaintiff and each member of the Class. Walden's breach has caused damage to Plaintiff and each member of the Class in the form of additional tuition payments for doctoral dissertation courses and, in many instances, to stop pursuing their education altogether, causing them to be damaged in the amount of tuition payments they made before being forced to stop pursuing their education.

216. Moreover, Walden has breached its contracts for doctoral educational services with Plaintiff and each member of the Class by engaging in systematic conduct whereby it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiff and each member of the Class. Walden's breach has caused damage to Plaintiff and each member of the Class in the form of additional tuition payments for doctor dissertation courses and, in many instances, to stop pursuing their education altogether, causing them to be damaged in the amount of tuition payments they made before being forced to stop pursuing their education.

THIRD CAUSE OF ACTION

Violations of the Maryland Consumer Protection Act Md Code, § 13-301 of the Commercial Law Article, et seq. Against Walden and Laureate

217. Plaintiff realleges and incorporates the preceding allegations by reference as if set forth fully herein.

218. Plaintiff brings this cause of action on behalf of a nationwide Class. Walden and Laureate have engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

219. Md. Code, § 13-303(3) of the Commercial Law Article (“C.L.”), specifically prohibits the use of unfair or deceptive trade practices in the “offer for sale of course credit or other educational services.”

220. By engaging in the above-described acts and practices, Walden and Laureate have committed one or more acts of unfair and deceptive trade practices as those terms are defined in C.L. § 13-301.

221. Walden and Laureate made false and misleading statements about the nature, quality, length, and cost of Walden’s doctoral education services. Specifically, Walden and/or Laureate misrepresented that: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months; 4) that the “minimum” time to complete its doctoral programs would be three years and cost between \$60,000-70,000; 4) the process for obtaining a dissertation supervisory chair and member would be reasonable and not burdensome; 5) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 6) appropriate and timely feedback (within 14 days) would be provided to students with respect to their dissertation work.

222. Walden and Laureate also knowingly concealed, omitted and otherwise failed to state material facts about Walden’s doctoral education services that would tend to, and did, in fact, deceive students. Specifically, Walden and Laureate failed to disclose that they intentionally and

deliberately used Walden's dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate further failed to disclose that they knowingly directed and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.

223. Walden and Laureate knew that the doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.

224. The misrepresentations and omissions were material to Plaintiff and the members of the Class.

225. Walden and Laureate's unfair and deceptive trade practices and acts occurred and continue to occur repeatedly during the course of its business. These actions constitute unfair and deceptive trade practices, in violation of C.L. § 13-303.

226. Plaintiff and members of the Class relied on these representations and omissions in the course of pursuing their doctoral degrees. Furthermore, Walden and Laureate intended that Plaintiff and members of the Class would rely on the representations and omissions.

227. As a direct and proximate result of Walden's unfair and deceptive practices and acts, Plaintiff and the Class have suffered and will continue to suffer actual damages. Had Plaintiff and the members of the Class been aware of the misrepresentations and omissions, they would not have paid tuition to Walden for the educational services that Defendant purported to provide.

**FOURTH CAUSE OF ACTION
Unjust Enrichment Against Walden and Laureate**

228. Plaintiff realleges and incorporates the preceding allegations by reference as if set forth fully herein.

229. Plaintiff brings this cause of action on behalf of a nationwide Class under Maryland common law. Walden and Laureate have engaged in unjust conduct to the detriment of Plaintiff and each member of the Class.

230. Plaintiff and each member of the Class provided significant value to Walden (and to Laureate through Walden) in the form of tuition payments for doctoral dissertation courses.

231. Walden and Laureate appreciated or had knowledge of the benefit received by retaining the money paid by Plaintiff and each member of the Class.

232. Although Walden accepted the tuition payments and retained and received benefit therefrom (including delivering profits from the tuition payments to Laureate), it did not provide students with a dissertation process that was promised and contemplated in connection with the payment of the tuition. On the contrary, Walden and Laureate intentionally and deliberately used the dissertation process as means of improperly extracting tuition and generating revenue.

Walden and Laureate have intentionally and knowingly directed and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden and Laureate regarding the actual time and expense that Walden's doctoral students will incur in an effort to complete their degrees.

233. This unjust conduct on the parts of Walden and Laureate that have resulted in Walden doctoral students enrolling in dissertation courses that would not be necessary if Walden and Laureate had not acted unjustly in causing Class members to incur significant, additional tuition costs. Defendants' scheme has also caused certain Class members to stop pursuing the process altogether.

234. Despite their inequitable conduct, Walden and Laureate have retained the tuition payments made by its doctoral students pursuing dissertation coursework and/or profits received from Walden.

235. As a result, Walden and Laureate have been unjustly enriched, to the detriment of Plaintiff and the members of the Class.

**FIFTH CAUSE OF ACTION (Alternative Ohio Sub-Class)
Fraud in the Inducement Against Walden and Laureate**

236. Plaintiff brings this cause of action on behalf of a nationwide Class under Maryland common law.

237. Plaintiff realleges and incorporates the preceding allegations by reference as if set forth fully herein.

238. Walden and Laureate made actual or implied false representations concerning the timing and cost of a doctoral degree, while concealing the truth from prospective and actual students.

239. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

240. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs actually take to complete.

241. For example, at the time Plaintiff Thornhill was recruited and applied to its PhD in Management program, Walden and Laureate concealed that the program was designed to take 66 months to complete (although less than 33% of students finish in that time frame).

242. Instead, Walden and Laureate intentionally misled Plaintiff Thornhill with statements that the program would actually take three years (with 13 or 18 months to complete a dissertation), and that Plaintiff would have control over how quickly she could complete the program.

243. Similar, if not identical, false representations and omissions were made to other members of the Class about their degree programs as well.

244. Walden and Laureate also concealed the actual percentage of students who graduated with PhDs from Walden.

245. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

246. These representations were material to Plaintiff Thornhill and the members of the Class agreeing to attend Walden.

247. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's doctoral programs to last a certain, longer time frame, but told students they would take less time.

248. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

249. Plaintiff and members of the Class was justified in relying upon these representations.

250. Plaintiff and members of the class were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as graduation rate and resources actually available, doctoral students would not have enrolled.

**SIXTH CAUSE OF ACTION (Alternative Ohio Sub-Class)
Breach of Contract Against Walden**

251. Plaintiff realleges and incorporates the preceding allegations by reference as if set forth fully herein.

252. Plaintiff Thornhill brings this cause of action, in the alternative, on behalf of an Ohio Sub-Class under Ohio common law. Walden has systematically violated its contracts with Plaintiff Thornhill and each member of the Ohio Sub-Class.

253. Plaintiff Thornhill and each member of the Ohio Sub-Class contracted with Walden to obtain doctoral educational services. Implied in each and every contract was a covenant of good faith and fair dealing.

254. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services: 1) the process for obtaining a dissertation supervisory chair and member would be reasonable and not burdensome; 2) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 3) appropriate and timely feedback (within 14 days) would be provided to students with respect to their dissertation work.

255. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months; 4) that the “minimum” time to complete its doctoral programs would be three years and cost between \$60,000-70,000; 5) the process for obtaining a dissertation supervisory chair and member would be reasonable and not burdensome; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times, and that if a faculty member left, Walden would find a suitable

replacement; and 7) appropriate and timely feedback (within 14 days) would be provided to students with respect to their dissertation work.

256. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally directed and implemented a dissertation process fraught with inefficiencies, meant to ensure that students do not receive adequate resource, the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual time and expense that its doctoral students will incur in an effort to complete their degrees. The policy implemented by Walden breaches its contracts with Plaintiff and the Ohio Sub-Class.

257. Plaintiff and each member of the Ohio Sub-Class provided significant value to Walden in the form of tuition payments and fees for doctoral dissertation courses as contracted.

258. Furthermore, Plaintiff and each member of the Ohio Sub-Class complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

259. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in dissertation courses that would not be necessary if Walden had honored its contract and, in many instances, caused Ohio Sub-Class members to stop pursuing their education altogether.

260. Despite its knowing and intentional breaching of the contracts, Walden has retained the tuition payments made by the members of the Ohio Sub-Class.

261. Walden has breached its contracts for doctoral education services with Plaintiff and each member of the Ohio Sub-Class. Walden's breach has caused damage to Plaintiff and each member of the Ohio Sub-Class in the form of additional tuition payments for doctoral

dissertation courses and, in many instances, to stop pursuing their education altogether, causing them to be damaged in the amount of tuition payments they made before being forced to stop pursuing their education.

262. Moreover, Walden has breached its contracts for doctoral educational services with Plaintiff and each member of the Ohio Sub-Class by engaging in systematic conduct whereby it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiff and each member of the Ohio Sub-Class. Walden's breach has caused damage to Plaintiff and each member of the Ohio Sub-Class in the form of additional tuition payments for doctor dissertation courses and, in many instances, to stop pursuing their education altogether, causing them to be damaged in the amount of tuition payments they made before being forced to stop pursuing their education.

**SEVENTH CAUSE OF ACTION (Alternative Ohio Sub-Class)
Unjust Enrichment Against Walden and Laureate**

263. Plaintiff realleges and incorporate the preceding allegations by reference as if set forth fully herein.

264. Plaintiff Thornhill brings this cause of action, in the alternative, on behalf of an Ohio Sub-Class under Ohio common law. Walden and Laureate have engaged in unjust conduct, to the detriment of Plaintiff Thornhill and each member of the Ohio Sub-Class.

265. Plaintiff and each member of the Ohio Sub-Class provided significant value to Walden in the form of tuition payments for doctoral dissertation courses (and to Laureate in the form of profits from Walden).

266. Walden and Laureate appreciated or had knowledge of the benefit received by retaining the money paid by Plaintiff and each member of the Ohio Sub-Class.

267. Although Walden accepted the tuition payments and retained and received benefit therefrom (as did Laureate with profits received from Walden), they did not provide students with a doctoral process that was promised and contemplated in connection with the payment of the tuition. On the contrary, Walden and Laureate intentionally and deliberately used the dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate have intentionally and knowingly directed and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden and Laureate regarding the actual time and expense that Walden's doctoral students will incur in an effort to complete their degrees.

268. This unjust conduct on the part of Walden and Laureate have resulted in Walden doctoral students enrolling in dissertation courses that would not be necessary if Walden and Laureate had not acted unjustly and in incurring significant additional tuition costs. It has also caused certain Ohio Sub-Class members to stop pursuing the process altogether.

269. Despite their inequitable conduct, Walden and Laureate have retained the tuition payments made by Walden doctoral students pursuing dissertation coursework and the profits therefrom.

270. As a result, Walden and Laureate have been unjustly enriched, to the detriment of Plaintiff Thornhill and the members of the Ohio Sub-Class.

**EIGHTH CAUSE OF ACTION (Alternative Ohio Sub-Class)
Violation of Ohio Revised Code §1345.02 (Ohio Consumer Protection Act)
Against Walden and Laureate**

271. Plaintiff realleges and incorporate the preceding allegations by reference as if set forth fully herein.

272. Plaintiff brings this cause of action on behalf of an Ohio Sub-Class. Walden and Laureate have engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

273. Ohio Revised Code (“ORC”) §1345.02 specifically prohibits the use of unfair or deceptive trade practices in connection with a consumer transaction.

274. By engaging in the above-described acts and practices, Walden and Laureate have committed one or more acts of unfair and deceptive trade practices as those terms are defined in §1345.02.

275. Walden and Laureate made false and misleading statements about the nature, quality, style and model of Walden’s doctoral education services. Further, the subject of the Walden PhD transaction had been supplied in accordance with previous representations made by Walden and/or Laureate to Plaintiff Thornhill and members of the Ohio Sub-Class, and those representations were not performed. Specifically, Walden and/or Laureate misrepresented that:

- 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months; 4) the “minimum” time to complete its doctoral programs would be three years and cost between \$60,000-70,000; 4) the process for obtaining a dissertation supervisory chair and member would be reasonable and not burdensome; 5) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple

times; and 6) appropriate and timely feedback (within 14 days) would be provided to students with respect to their dissertation work.

276. Walden and Laureate also knowingly concealed, omitted and otherwise failed to state material facts about Walden's doctoral education services that would tend to, and did, in fact, deceive students. Specifically, Walden and Laureate failed to disclose that they intentionally and deliberately used Walden's dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate further failed to disclose that they knowingly directed and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.

277. Walden and Laureate knew that the doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.

278. The misrepresentations and omissions were material to Plaintiff and the members of the Class.

279. Walden and Laureate's unfair and deceptive trade practices and acts occurred and continue to occur repeatedly during the course of its business. These actions constitute unfair and deceptive trade practices, in violation of ORC §1345.02.

280. Plaintiff and members of the Class relied on these representations and omissions in the course of pursuing their doctoral degrees. Furthermore, Walden and Laureate intended that Plaintiff and members of the Class would rely on the representations and omissions.

281. As a direct and proximate result of Walden's unfair and deceptive practices and acts, Plaintiff and the Class have suffered and will continue to suffer actual damages. Had Plaintiff

and the members of the Class been aware of the misrepresentations and omissions, they would not have paid tuition to Walden for the educational services that Defendant purported to provide.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and members of the Class request that the Court enter an Order or judgment against Walden as follows:

- A. Certifying this case as a class action and appointing Plaintiff and their counsel to represent the Class;
- B. Awarding Plaintiff and other members of the Class damages and all other relief available under the claims alleged;
- C. Awarding Plaintiff and other members of the Class pre-judgment and post judgment interest as a result of the wrongs complained of herein;
- D. Awarding Plaintiff and other members of the Class their costs and expenses in this litigation, including reasonable attorneys' fees and other costs of litigation;
- E. Requiring Walden to disgorge the revenue earned through the excessive doctoral dissertation coursework;
- F. Enjoining Walden from engaging in the conduct described herein;
- G. Awarding Plaintiff and other members of the Class restitution; and
- H. Awarding such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

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