

IN THE MATTER OF:

ALTA COLLEGES, INC.;
WESTWOOD COLLEGE, INC. d/b/a
Westwood College and Westwood College
Online;
WESGRAY CORPORATION, d/b/a/
Westwood College-River Oaks and
Westwood College-Chicago Loop;
ELBERT, INC., d/b/a Westwood College-
DuPage; and
EL NELL INC., d/b/a Westwood College-
O'Hare Airport

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“AVC” or “Assurance”) is entered into between the Office of the Attorney General, State of Illinois (the “Attorney General”), and ALTA COLLEGES, INC.; WESTWOOD COLLEGE, INC. d/b/a Westwood College and Westwood College Online; WESGRAY CORPORATION, d/b/a/ Westwood College-River Oaks and Westwood College-Chicago Loop; ELBERT, INC., d/b/a Westwood College-DuPage; and EL NELL INC., d/b/a Westwood College-O’Hare Airport (each a “Respondent” and collectively “Respondents” or “Westwood”), to resolve allegations that Respondents’ conduct violated the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/1, *et seq.*, (the “ICFA”) and violated the Consumer Financial Protection Act of 2010, 12 U.S.C. §5552 (a)(1) *et seq.* (the “CFPA”). Respondents are entering into this Assurance solely for the purpose of settlement and nothing contained herein shall constitute or may be construed as an admission or concession of any violation of state or federal law, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondents expressly deny. This AVC is made without any trial or adjudication of any issue of fact or law.

I. PARTIES

1) The Attorney General is authorized to enforce the ICFA, pursuant to 815 ILCS 505/7(a), and the CFPA, pursuant to 12 U.S.C. §5552. The Attorney General is authorized to enter into and accept this AVC pursuant to 815 ILCS 505/6.1.

2) Respondent Alta Colleges, Inc., is the parent company of Respondent Westwood Colleges, Inc., and is incorporated in the State of Delaware. Its principal place of business is 10249 Church Ranch Way in Westminster, Colorado, which is located in Broomfield County. Respondent Alta owns and operates Respondent Westwood College, Inc.

3) Respondent Alta owns the registered trademark “Westwood,” under which Respondents market and sell the educational services relevant to this case.

4) Respondent Westwood College, Inc., is a business operating in the State of Illinois and is incorporated in the State of Colorado. Its principal place of business is 10249 Church Ranch Way in Westminster, Colorado, which is located in Broomfield County.

5) Respondent Westwood College, Inc. owns and operates separate corporations. The subsidiaries owned and operated by Respondent Westwood include, but are not limited to, Wesgray Corporation, Elbert, Inc., and El Nell, Inc.

6) Respondent Wesgray Corporation is a business operating in the State of Illinois and is incorporated in the State of Colorado. Its principal place of business is 10249 Church Ranch Way in Westminster, Colorado, which is located in Broomfield County.

7) Respondent Wesgray owns and operates two Westwood College branch locations: Westwood College – River Oaks campus, located at 80 River Oaks Center, Calumet City, Illinois; and Westwood College – Loop campus, located at 1 North State Street, Chicago, Illinois.

8) Respondent Wesgray also operates the Westwood College Online campus. The Westwood College Online campus is located at 10249 Church Ranch Way in Westminster, Colorado, which is located in Broomfield County.

9) Respondent Elbert, Inc., is a business operating in the State of Illinois and is incorporated in the State of Colorado. Its principal place of business is 10249 Church Ranch Way in Westminster, Colorado, which is located in Broomfield County.

10) Respondent Elbert owns and operates one Westwood College main campus location: Westwood College – DuPage campus, located at 7155 James Avenue, Woodridge, Illinois.

11) Respondent El Nell, Inc., is a business operating in the State of Illinois and is incorporated in the State of Colorado. Its principal place of business is 10249 Church Ranch Way in Westminster, Colorado, which is located in Broomfield County.

12) Respondent El Nell owns and operates one main Westwood College campus location: Westwood College – O’Hare campus, located at 8501 W. Higgins Road, Chicago, Illinois.

II. DEFINITIONS

13) For purposes of this AVC, Respondents and the Attorney General adopt the definitions set forth in the ICFA, 815 ILCS 505/1, *et seq.*, and CFPA, 12 U.S.C. §5552 (a)(1) *et seq.*, as those provisions shall be modified or amended in the future. In addition, the following terms used herein shall have the following meanings for purposes of this AVC only.

14) “**Admissions Interview**” includes all discussions between an admissions representative of Respondents and a Prospective Student.

15) “**Clearly and Conspicuously**” or “**Clear and Conspicuous,**” means that a disclosure is reasonably understandable and designed to call attention to the nature and

significance of the information in the disclosure. More specifically, it means that the disclosure must be: (a) disclosed in such size, contrast (shade) and location that it is readily noticeable and readable; (b) does not contradict any other information provided by Respondents in any manner; and (c) presented in close proximity to any other statement that it modifies, explains, or clarifies. With respect to any visual disclosures, to be “clear and conspicuous” they must be of sufficient size and contrast and of a sufficient duration to be easily read. *See*, 16 C.F.R. § 313.3(b).

16) “**Effective Date**” shall mean the date which this AVC is signed and fully executed by all parties hereto.

17) “**Illinois Criminal Justice Program(s)**” shall mean:

- a) an educational program the objectives of which prepare a graduate for a career in Criminal Justice, including criminal justice methods, techniques, technologies and required skills and abilities;
- b) which has been authorized by Respondents’ accrediting body and the relevant state regulatory authority;
- c) which Respondents currently offer or may in the future offer at one of its Illinois ground campus locations, or to Illinois residents through its Online campus;
- d) for which Respondents charge tuition and fees; and,
- e) which will lead to the award of a degree or other indication of completion.

18) “**Institutional Financing(s)**” shall refer to educational financing offered by Respondents to its students pursuant to the APEX or any predecessor or successor financing program, the terms and conditions of which are set forth in a retail installment contract or similar instrument.

19) “**Promotional Material**” means documents, paper and electronic, made available during Admissions Interviews to Prospective Students. Promotional Material shall include, but are not limited to, Respondents’ visual admissions presentations, *i.e.* slideshows and videos.

20) “**Prospective Student**” shall mean any Illinois resident who contacts Respondents for the purpose of requesting information about enrolling in one of Respondents’ schools and is given information on an Illinois Criminal Justice Program or who has been contacted directly by Respondents or indirectly through advertising or marketing about enrolling in one of Respondents’ schools and is given information on an Illinois Criminal Justice Program. *See*, 34 C.F.R. § 668.71(c).

21) “**Reporting Year**” shall refer to the timeframe required by Respondents’ accrediting body for reporting of annual graduate employment data (*i.e.*, July 1 to June 30 for ACICS, Respondents’ current accrediting body.)

22) “**Student Accounts Receivable**” shall refer to the existing balance on a student account at the time the student leaves school, other than existing Institutional Financing balances.

III. APPLICABILITY

23) The provisions of this AVC are applicable to Respondents, their officers, agents, employees, all persons or entities associated, affiliated or connected with Respondents, and any successor corporations or business entities.

24) As of the Effective Date of this AVC, Respondents no longer market or offer a Criminal Justice bachelor’s degree at any of their four Illinois campuses or through their Online campus. Respondents offer, but do not advertise, a Criminal Justice associate degree through their Online campus in which Illinois residents currently may enroll. Respondents do not offer a

Criminal Justice associate degree at any of their four Illinois campuses. Respondents are not currently buying enrollment leads or advertising for their Online programs, including the Illinois Criminal Justice Program. Respondents agree that the Compliance Measures in Section V below, ¶¶ 60-63, shall take effect at the first of one of the following events: (i) Respondents offer a new Illinois Criminal Justice Program at any of their Illinois campuses, including their Online campus; (ii) begin buying enrollment leads for an Illinois Criminal Justice Program; or (iii) begin advertising an Illinois Criminal Justice Program. Respondents agree to notify the Attorney General at least thirty days prior to taking any of the steps listed in the previous sentence. The Parties agree that Respondents will be subject to only one eighteen (18) month period of the Compliance Measures in Section V below, ¶¶ 60-63, should any of the three events occur. The Compliance Measures shall not apply again should any of the other events outlined above occur at any point during or after the eighteen (18) month period of Compliance Measures.

IV. TERMS OF AGREEMENT

25) Respondents shall comply with such State, Federal, and/or local laws, rules and regulations as now constituted or as may hereafter be amended which are applicable to Respondents, including but not limited to the ICFA and the CFPA. Nothing herein shall be construed as allowing Respondents to violate existing laws.

a. Marketing

26) For so long as the Illinois State police maintains its current requirement to accept credits only from regionally accredited institutions, Respondents agree to take reasonable steps to ensure that consumers who enter search terms on the Internet related to the Illinois State Police or Illinois State Troopers are not served with advertisements for or links to Respondents' school.

27) The financial aid page of Respondents' website (currently linked at <http://www.westwood.edu/financial-aid>) shall Clearly and Conspicuously display a link to the United States Department of Education's College Scorecard (currently linked at <https://collegescorecard.ed.gov/>) with the clear and conspicuous heading "Important Information About Costs and Outcomes."

28) During the Admissions Interview, in Promotional Materials, and on Respondents' web sites, Respondents shall disclose Clearly and Conspicuously the most current underlying data from the immediately preceding Reporting Year pertaining to Illinois Criminal Justice graduate employment placement rates calculated and advertised by Respondents. Specifically, Respondents must disclose all of the job titles (as reported by the graduate or employer) and the names of employers that they count toward the employment placement rate for a particular degree program at a particular campus. If an employer objects in writing to such disclosure, Respondents need not disclose the objecting employer. Respondents shall not display, publish or otherwise distribute any other list of Illinois Criminal Justice graduates' employment outcomes, subject to ¶¶ 29-30 below.

29) In addition to disclosing the data from the immediately preceding Reporting Year, Respondents agree to disclose, in the same manner as prescribed above in ¶ 28, data from the two reporting years immediately prior to the immediately preceding reporting year.

30) Respondents shall not advertise prospective salary data related to an Illinois Criminal Justice Program based on sources other than actual graduates from the immediately preceding Reporting Year. If actual graduate data does not exist for a particular Illinois campus, Respondents may (1) direct Prospective Students to a government source that provides salary data for graduates of a Criminal Justice Program; or (2) direct Prospective Students to salary data

for another of Respondents' campuses that does have salary data for the Criminal Justice degree program. In either case, Respondents must disclose that such data is not necessarily reflective of Respondents' Illinois Criminal Justice Program graduates at the campus in which the Prospective Student intends to enroll.

31) Respondents shall not advertise prospective salary data from actual Illinois Criminal Justice Program graduates without specifying the number of graduates that the salary figure is based on.

32) Respondents shall not advertise prospective salary data from actual Illinois Criminal Justice Program graduates without distinguishing part-time employment salary data from full-time employment salary data. For purposes of this provision, the parties agree that the employer shall designate whether it is full-time or part-time employment and, if the employer does not so designate, part-time employment means 1 to 34 hours per week.

b. Recruitment and Admissions

33) Respondents shall not represent by inference, implication, or express statement that projected salaries will cover student loan repayments after graduation unless Respondents can substantiate such claims with actual graduate debt load and salary data. A program passing the United States Department of Education's Gainful Employment test articulated under 34 C.F.R. §668.7 shall constitute substantiation.

34) Respondents shall not represent by inference, implication, or express statement that any of Respondents' schools is a selective or limited enrollment institution unless that is true and the requirements are Clearly and Conspicuously disclosed.

35) During the Admissions Interview, a Prospective Student may take as much time as the student deems necessary to review all enrollment paperwork before signing an enrollment agreement and paying any enrollment fees. This means the Prospective Student may end the

Admissions Interview and re-contact Respondents in order to have sufficient time to review the enrollment paperwork and disclosures, and to contact a financial aid representative.

36) During the Admissions Interview, in the enrollment agreement, and in the student catalogs, Respondents shall disclose that after classes commence within the first term the Prospective Student has at least 14 days to determine if Respondents' school is a good fit academically and financially, before becoming obligated to pay any fees and tuition to Respondents.

c. Disclosures for Students Enrolling in a Criminal Justice Program

37) Respondents agree to change the following paragraph on the Criminal Justice Disclosure Form as set forth below:

~~“Because of the hiring process for law enforcement positions is long, it is unlikely that immediately upon graduating Westwood you will obtain employment as a law enforcement officer. You may need to seek other employment after graduation while you complete the application process.”~~

38) Respondents' Criminal Justice Disclosure Form shall state Clearly and Conspicuously that “students who have been convicted of a felony or who use illegal drugs are strongly discouraged from enrolling in a Westwood Criminal Justice program.”

d. Transferability of Credits

39) Respondents shall Clearly and Conspicuously disclose the following information regarding the transferability of credits in the Admissions Interview, in the student catalog, in the enrollment agreement, in all Promotional Materials, and on Respondents' website:

Notice Concerning Transferability of Credits and Credentials Earned at Westwood: Westwood credits will not transfer to other schools and a degree from Westwood will not be honored for admission to an advanced-degree program, except in limited circumstances. The transferability of credits a student earns at Westwood is at the complete discretion of an institution to which a student may seek to transfer. Acceptance of the degree, diploma, or certificate a student earns at Westwood is also at the complete discretion of the institution to which the student may seek to transfer. If the credits or degree, diploma or certificate that a

student earns at this institution are not accepted at the institution to which a student seeks to transfer, the student may be required to repeat some or all of his/her coursework at that institution. For this reason, the student should make certain that his/her attendance at this institution will meet his/her educational goals. This may include contacting an institution to which the student may seek to transfer after attending Westwood to determine if his/her credits or degree, diploma or certificate will transfer.

40) Respondents shall not represent by inference, implication, or express statement that Respondents' accreditation status means that credits earned by a student at Respondents' schools are transferable to other schools.

41) Respondents shall not represent by inference, implication, or express statement that credits earned at Respondents' schools may or will transfer to another educational institution, unless Respondents have actual knowledge, meaning a statement in writing from the receiving institution, that credits from Respondents' schools will readily transfer to or serve as a basis for obtaining a higher-level degree at such educational institution.

e. Job Placement and Employment

i. *Job Placement Calculations*

42) Respondents shall not compensate their employees who gather or compile employment information with bonuses, salary increases, or other incentive payment based in any part, directly or indirectly, upon the number of graduates coded in their graduate employment database as "employed in field," "employed in related field," or "unavailable for employment."

43) Respondents shall not classify a graduate as "employed in field" or "employed in related field" to calculate a degree program's employment placement rate, unless:

- a. the employment utilizes the core skills taught in the degree program and is reasonably based on the educational objectives of the degree program from which

the student graduated;

- b. with respect to the graduate's employment:
 - i. if the graduate is either a full-time or part-time "at will" employee, the employment must be sustainable and expected by the student and employer to last for a reasonable period of time; or
 - ii. if the graduate is self-employed, free-lance, a contractor or an employee for a specific term, then Respondents must obtain written verification from the graduate that the graduate's work aligns with the graduate's employment goals, is based on the education and training received, and that the graduate is earning training-related income;
- c. the employment is a paid position; and
- d. the foregoing information is verified by Respondents in writing. Respondents shall make their best efforts to obtain written verification from the graduate or the graduate's employer. If Respondents are unable to obtain written verification from the graduate or the graduate's employer, Respondents shall obtain verbal verification of the foregoing information and confirm the same in a written communication to the graduate's employer.

44) Respondents may report job placement statistics to ACICS on the Campus Accountability Report (CAR) using only ACICS criteria. Any time Respondents disclose, publish, or otherwise disseminate job placement data on an Illinois Criminal Justice Program, whether in writing or verbally, Respondents must include the data calculated under the previous paragraph of the AVC.

ii. *Representations to Students*

45) Respondents shall provide all Prospective Students, as part of their Admissions Interview, with the Westwood College Overview and Graduate Statistics (“WCOGS”). The WCOGS shall disclose, for Illinois Criminal Justice Programs: a) the employment rate; b) average salary for graduates employed full-time; c) average salary per hour for graduates employed part-time; and d) a list of graduate job titles and employers by program as described in ¶¶ 28-30. Respondents shall also disclose the method with which the employment rate is calculated.

46) Respondents shall not represent by inference, implication, or express statement that an Illinois Criminal Justice Program has a particular graduate employment placement rate unless Respondents can substantiate such a rate from actual graduate employment data from the immediately preceding Reporting Year.

47) Respondents shall not represent by inference, implication, or express statement that an Illinois Criminal Justice Program degree leads to the job titles and functions that Respondents advertise unless Respondents can substantiate such claims with graduate employment data that reflect actual graduates obtaining the advertised job titles and functions within the immediately preceding Reporting Year.

48) Respondents shall not represent by inference, implication, or express statement that an Illinois Criminal Justice Program degree leads to job titles and functions in a particular city or state unless Respondents can substantiate such claims with actual graduate employment data that reflect the degree program’s graduates obtaining the advertised job titles in the particular city or state within the immediately preceding Reporting Year.

f. Cost and Financial Aid

49) Respondents shall use a Net Price Calculator to provide every Prospective Student with an interactive estimate of financial aid eligibility during the admissions presentation. The Calculator shall inform students of their estimated total tuition and fees, total cost of books and supplies, total direct costs, and total scholarships and grants. The Calculator shall also inform students of any available scholarships or sources of financing. The Calculator shall Clearly and Conspicuously disclose that Institutional Financing may be used only when all other sources of financing are exhausted. The information provided through the Net Price Calculator shall be printed and/or emailed to the Prospective Student. Respondents' enrollment agreement, academic catalog, website and all Promotional Materials shall each Clearly and Conspicuously disclose the total tuition and fees associated with each Illinois Criminal Justice Program offered by Respondents.

50) During the Admissions Interview, Respondents shall disclose the total tuition and fees that a student will incur to complete an Illinois Criminal Justice Program at Respondents' school. If a student asks about the cost to attend Respondents' school during an Admissions Interview, the recruiter or representative must immediately disclose the total tuition Respondents charge for completion of the Illinois Criminal Justice Program.

g. Institutional Financing

51) Respondents agree to create and implement a policy which they shall use to determine the eligibility of students to obtain Institutional Financing. Such policy shall be maintained in Respondents' policies and procedures manual.

52) Respondents agree to create and implement a policy which they shall use when students who have Institutional Financing miss a payment or default pursuant to the terms of the

retail installment contract. Such policy shall be maintained in Respondents' policies and procedures manual.

53) Should borrowers default, as defined in the retail installment contract, or fail to make payment on their Institutional Financing, Respondents agree to notify them in writing that they will work with them to resolve the default or non-payment and shall advise them in writing about the availability of any options to resolve the default or nonpayment, including but not limited to the policy established in the preceding paragraph. Such notice shall also be sent in conjunction with any "right to cure" notice. Respondents shall not pursue any collection activity on Institutional Financing until such notice is provided and the opportunity to cure made available.

54) Wherever Respondents' website includes information about APEX or other Institutional Financing, Respondents agree to Clearly and Conspicuously disclose that a) students who receive APEX or other Institutional Financing will be required to pay a monthly payment while in school; b) students are encouraged to maximize their payments while in school to lessen the finance charges due after school; and c) if students have a balance due upon leaving school, they will be required to pay a new monthly amount that may include finance charges.

55) Respondents' financial aid video, "Paying for College," shall continue to provide information on how in-school payments affect the amount owed once students leave school.

56) Respondents' catalog shall Clearly and Conspicuously state that APEX or other Institutional Financing is only for new and continuing students who have exhausted all other funding sources.

57) Respondents shall not represent by inference, implication, or express statement that APEX or other Institutional Financing has no interest rate if in fact the financing contract contains an interest rate.

58) Respondents shall not represent by inference, implication, or express statement that payments made by a student while he or she is enrolled at Respondents' school are the only payments the student must make to obtain a degree at Respondents' school.

V. COMPLIANCE MEASURES

59) All provisions in the Compliance Measures section are subject to Section III, Applicability, ¶ 24 above.

60) For a period of eighteen (18) months, Respondents shall retain an independent third party to conduct annual audits of a statistically significant sampling of Respondents' graduate employment data collected during the Reporting Year for each Illinois Criminal Justice Program. Respondents shall supply the auditor with a copy of this AVC. Respondents must require in their contract with the auditor that the auditor shall be responsible for the following:

- a. Conduct a systematic sampling of the graduates in each of Respondents' Illinois Criminal Justice Programs by selecting every fifth unique graduate listed in alphabetical order within each Illinois Criminal Justice Program, and verify Respondents' description of each graduate's employment by contacting the graduate and/or employer;
- b. Verify that Respondents' employment classifications are compliant with the requirements of ¶ 43;
- c. Identify instances (if any) in which Respondents failed to comply with the requirements of ¶¶ 43-44;
- d. For each annual audit, provide the final audit report, including statement of work, conclusions and underlying documentation to the Attorney General in an electronic format within 10 days of completion of the audit;

- e. Complete the audit prior to Respondents' submission of employment placement data to its accrediting body; and
- f. For purposes of the first audit, the auditor shall select its statistically significant sample from the graduate employment entries that post-date the Effective Date of this AVC.

61) For a period of eighteen (18) months, Respondents shall retain an independent third party to conduct secret shopping at their Illinois campuses. The third-party will conduct secret shopping visits at least three times during the 18 month period at Respondents' Illinois ground campuses. Respondents shall supply the third party secret shopper with a copy of this AVC and the checklist attached hereto as Exhibit A. Respondents shall require in their contract with the secret shopper that the secret shopper shall be responsible for the following:

- a. Conduct a minimum of two in-person Admissions Interviews per secret shop visit to Respondents' Illinois ground campuses;
- b. Identify instances (if any) in which Respondents failed to comply with the relevant requirements ordered herein by completing a checklist that tracks the information listed in Exhibit A; and
- c. Provide a written report, including statement of work, conclusions, a completed checklist for each Admissions Interview, and underlying documentation, to the Attorney General in an electronic format within 10 days of completion of the secret shopping.

62) Only with respect to an online Illinois Criminal Justice Program, the secret shopper shall conduct at least two (2) online secret shopping calls each month for a period of eighteen (18) months, which shall be recorded by the secret shopper, and provided to the Attorney General within 10 days of completion of the secret shopping calls. By agreeing to this AVC, Respondents

consent to such recording. All provisions of ¶ 61 above, with the exception of ¶ 61(a) shall apply to the online secret shopping calls.

63) The third-party auditor(s) and secret shopper(s) specified in this AVC shall be selected by Respondents and subject to approval by the Attorney General, which shall not be unreasonably withheld, and retained by Respondents at their expense. The processes of the auditor(s) and the secret shopper(s) shall be approved by the Attorney General.

VI. STUDENT DEBT CREDITS

64) As partial consideration for the resolution of the Attorney General's claims, the Respondents agree to credit the entire existing balance on all Institutional Financing accounts for any Illinois Criminal Justice Program student not currently enrolled as of September 3, 2015, as set forth in Exhibit B. In addition, for such Illinois Criminal Justice Programs students with Institutional Financing credited, Respondents also agree to credit the entire existing balance on all Student Accounts Receivable. All such accounts shall have a zero balance following this process. The affected students and the amount of debt Respondents are crediting is identified in Exhibit B, attached hereto. Respondents agree not to sell, assign, or hypothecate any debt identified in Exhibit B. Respondents shall request that any and all trade line information related to accounts covered by this paragraph be deleted from all former Illinois Criminal Justice Students' credit reports, to the extent that such trade line information exists, at Respondents' own expense. Respondents will provide to the Attorney General a written attestation that the requirements of this paragraph have been completed.

65) Within 30 days of the Effective Date of the AVC, Respondents shall send a letter (the "Letter" for purposes of this paragraph) by U.S. mail to each Illinois Criminal Justice Program student not currently enrolled as of September 3, 2015 and who has an Institutional

Financing account, and if applicable, Student Accounts Receivable account, at his or her last known mailing address notifying such student that all of their Institutional Financing and, if applicable, Student Accounts Receivable accounts, including all interest and fees, are being credited by Respondents. The Letter shall provide the total dollar amount of debt being credited for that student and shall include an account statement showing that the student's account balance owing to Respondents is \$0. To the extent a student has more than one Institutional Financing or Student Accounts Receivable account, the Letter shall provide separately for each account the amount of debt being credited for that student and an account statement showing that the student's account balance owing to Respondents is \$0. The Letter shall also inform the student that Respondents have not reported since 2009 trade line information related to the amounts owed to Respondents by the student. The Letter shall further inform the student that if the student finds that the amounts owed to Respondents by the student are still erroneously appearing on the student's credit report and the student notifies Respondents, then Respondents, at their own expense, shall promptly and properly notify the appropriate credit reporting agency of any change(s) to be made to the credit report resulting from the application of the terms of this AVC. The Letter shall provide the Respondents' contact information for making a request to correct a credit report and for any additional inquiries about the student's account. A copy of the Letter is attached as Exhibit C.

VII. CONSTRUCTION OF AGREEMENT

66) This AVC is not and shall not in any event be construed, deemed to be, and/or used as an admission or evidence of the validity of any claim that the Attorney General has asserted or could assert against Respondents, or an admission of any alleged wrongdoing or liability by Respondents in any civil, criminal or administrative court, administrative agency or other

tribunal. Respondents' agreement to comply with the provisions of Section IV is not an admission that Respondents ever engaged in any activity contrary to the requirements of Section IV. Moreover, by entering into this AVC and agreeing to the terms and conditions provided herein, Respondents do not intend to waive and do not waive any defenses, counterclaims, or third party claims they may have in any other action or proceeding that has been or may be brought against them by any consumer arising from Respondents' advertising or recruitment of Prospective Students or from any Illinois Criminal Justice Program students' attendance or enrollment at one more of the Respondents' campuses.

67) The parties understand that this AVC shall not be construed as an approval or sanction by the State of Illinois or the Attorney General of any of the current or former business practices of Respondents. The parties further understand that any failure by the State of Illinois or by the Attorney General to take any action in response to any information submitted pursuant to this AVC shall not be construed as an approval or a sanction of any representation, act or practice indicated by such information. The parties further agree that this AVC is entered into between the Attorney General and Respondents for the purpose of resolving litigation, that this AVC does not bind any other offices or agencies of the State of Illinois; and that this AVC shall not be construed to, nor does it, resolve or preclude any other action, civil, criminal or administrative, which may be pending or may subsequently be brought by another officer or agency of the State of Illinois.

68) This AVC shall be governed by Illinois law.

VIII. CHANGE IN LAW OR ACCREDITOR STANDARDS

69) In the event that a future change in federal or state law, or future changes in accrediting standards, creates an inconsistency with this AVC which prevents the Respondents

from complying with both the AVC and the applicable state law, federal law, or accreditor standard, Respondents may request modification to the terms of this AVC. Respondents shall document the inconsistency and explain why they cannot comply with both the AVC and the applicable state law, federal law, or accreditor standard, including any adverse consequences of failure to comply, such as fines, penalties or potential harm to accreditation status. Respondents may meet and confer with the Attorney General regarding the inconsistency and the proposed modification, and the Attorney General will not unreasonably withhold its consent to Respondents' request for a modification sought in good faith. In the event that the meet and confer fails to resolve the request for modification, and Respondents cannot comply with both the AVC and the applicable state law, federal law, or accreditor standard, Respondents may petition any state or federal court located in Cook County, Illinois for relief. Respondents must provide the Attorney General thirty days' notice prior to filing such suit. If a dispute between the parties arises on whether to modify the AVC, Respondents shall not be deemed in violation of the AVC during the pendency of any such dispute provided they comply with the changed accrediting standard, statute, rule or regulation that forms the basis for the parties' dispute.

IX. VIOLATIONS

70) It is understood by the parties that pursuant to the Consumer Fraud Act, evidence of a violation of any of the terms of this AVC shall constitute prima facie evidence of a violation of the Consumer Fraud Act in any subsequent proceedings brought by the Attorney General of the State of Illinois against Respondents. 815 ILCS 505/6.1. It is further understood that upon any violation of the AVC, the Attorney General's Office has the right to file appropriate legal proceedings to enforce this agreement. Prior to such filing to enforce this AVC, the Attorney General shall provide written notice to Respondents describing each purported violation and

allow Respondents a period of ten business days to respond. Any response by Respondents shall describe all efforts Respondents have taken to cure the purported violation(s) so that no current or Prospective Students are harmed by the identified violation(s). The parties agree to act in good faith to resolve any conflict regarding any identified violation(s) and efforts to cure.

Notwithstanding the notice provisions in this paragraph, the Attorney General may take any action if the Attorney General concludes that a specific practice of Respondents requires immediate action due to a threat to the health, safety, or welfare of the public, or the practice creates a public emergency requiring immediate action.

X. RELEASE

71) Respondents shall have thirty (30) days from the Effective Date in which to implement all provisions they are required to perform under the AVC.

72) Following execution of this AVC and the performance of all obligations set forth in the “Student Debt Credits” section set forth above in Section VI the Attorney General hereby releases Respondents of any claim based on the factual allegations alleged in Attorney General’s original lawsuit filed in Illinois state court under Case No. 12 CH 01587, the First Amended Complaint brought in that state court action, and the Second Amended Complaint filed in federal court in the Northern District of Illinois under Case No. 14 CV 3786 arising prior to the Effective Date of this AVC. This release shall not be construed to be a general release of claims against Respondents.

73) After Respondents have performed all of the provisions of the Student Debt Credits Section of this AVC, Section VI, the Attorney General shall file, within 5 business days, a motion to dismiss with prejudice the Second Amended Complaint filed in federal court in the Northern District of Illinois under Case No. 14 CV 3786.

XI. NOTICES

74) Any and all notices, requests, consents, directives, or communications sent to Respondents or the Attorney General pursuant to this AVC shall be sent by a nationally recognized overnight courier service to the named person (or such other person who may be designated by the relevant party from time to time) at the following addresses:

For Respondents:

William M. Ojile, Jr., Esq.
Armstrong Teasdale, LLP
4643 S. Ulster St., Suite 800
Denver, CO 80237

For the Attorney General:

Susan Ellis
Bureau Chief, Consumer Fraud
Office of the Illinois Attorney General
100 W Randolph St., 12th Floor
Chicago, IL 60601

IN THE MATTER OF:

ALTA COLLEGES, INC.;
WESTWOOD COLLEGE, INC. d/b/a Westwood College and Westwood College Online;
WESGRAY CORPORATION, d/b/a/ Westwood College-River Oaks and Westwood
College-Chicago Loop;
ELBERT, INC., d/b/a Westwood College-DuPage; and
EL NELL INC., d/b/a Westwood College-O'Hare Airport

Assurance of Voluntary Compliance

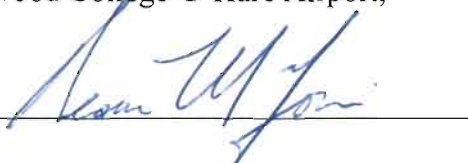
Date: October 9, 2015

Office of the Attorney General, State of Illinois

By: 

Its: Asst. Chief Deputy Atty General

ALTA COLLEGES, INC., a Delaware Corporation;
WESTWOOD COLLEGE, INC., a Colorado
Corporation d/b/a Westwood College and
Westwood College Online; WESGRAY
CORPORATION, a Colorado corporation
d/b/a/Westwood College-River Oaks and Westwood
College-Chicago Loop; ELBERT, INC., a Colorado
Corporation d/b/a Westwood College-DuPage; and
EL NELL INC., a Colorado corporation d/b/a
Westwood College-O'Hare Airport,

By: 

Its: CEO