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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**1:18-CV-3122**

Case No.: \_\_\_\_\_

[SEALED],

Plaintiffs,

v.

[SEALED],

Defendants.

**COMPLAINT and JURY**  
**DEMAND**

**ORIGINAL COMPLAINT  
FILED IN CAMERA AND  
UNDER SEAL,  
PURSUANT TO 31 U.S.C.  
§3730(b)(2)**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

UNITED STATES, *ex rel.* LAURA  
MORIARTY, BRINGING THIS  
ACTION ON BEHALF OF THE  
UNITED STATES OF AMERICA,

Plaintiffs,

v.

ADTALEM GLOBAL  
EDUCATION, INC.;  
CHAMBERLAIN UNIVERSITY,  
LLC; DEVRY UNIVERSITY, INC.;  
RVET OPERATING, LLC,  
d/b/a/RECRUITMILITARY, LLC;  
AND BRADLEY-MORRIS, INC.

Defendants.

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DEMAND**

NOW COMES PLAINTIFF-RELATOR, Laura Moriarty (“Relator”), by and through her attorneys, Charles H. Rabon, Jr., David G. Guidry, and Gregory D. Whitaker, of the Rabon Law Firm, PLLC, and Lee Wallace of The Wallace Law Firm, L.L.C., and brings this action under the False Claims Act, 31 U.S.C. §§ 3729 to 3733, to recover all damages, penalties, and other remedies established by the

False Claims Act on behalf of the United States, and on her own behalf. In support of this Complaint, Relator shows the Court as follows:

## **I. OVERVIEW**

1. This action seeks redress and recovery for the United States, because the Defendants violated the False Claims Act (sometimes hereafter the “FCA”) by submitting and/or causing to be submitted false and/or fraudulent claims to the United States Government, the United States Department of Defense (“DoD”), and the United States Department of Veterans Affairs (“VA”) in connection with various schemes, including having utilized high-pressure student recruitment tactics, and having paid prohibited recruitment bonuses to employees, in violation of the DoD’s Memorandum of Understanding (“MOU”) with educational institutions, DoD Directives and Instructions, and federal regulations (including but not limited to 20 U.S.C. §1094(a)(20)), in order to secure monies from federal student aid tuition assistance programs for the benefit of military service members, veterans, and their family members, as reflected in the schemes described herein.

2. This action further seeks redress and recovery for the United States, and also alleges, that the Defendants further violated the False Claims Act by having recruited students (both veterans and active duty students) at physical locations on military installations without having secured authorization for such



conduct (i.e., without having authority to be “on base”), and at job fairs conducted on military installations but without having the true purpose of hiring new employees – but instead using the “job fair” as an excuse to recruit students.

3. This action further seeks redress and recovery for the United States, and also alleges, that the Defendants further violated the False Claims Act by having offered illegal inducements to military service members, veterans and their family members by having offered “challenge coin” tokens bearing the logo of the DoD and/or each of the individual service branches, making it appear as though Defendants are somehow endorsed by the United States Government and/or the DoD.

4. This action further seeks redress and recovery for the United States, and also alleges, that the Defendants further violated the False Claims Act by having conducted personal commercial solicitation and having exchanged personal information with prospective students at education or job/career fairs, and other events occurring on military installations, when such was prohibited.

5. This action further seeks redress and recovery for the United States, and also alleges, that the Defendants further violated the False Claims Act by having engaged in personal commercial solicitation and recruiting of potential

military students at events where attendance of the service members was not voluntary.

6. This action further seeks redress and recovery for the United States, and also alleges, that the Defendants further violated the False Claims Act by having engaged in commercial solicitation and recruiting of potential military students and their families and having exchanged personal information at events at Lincoln Military Housing locations when such was prohibited.

7. Finally, this action further seeks redress and recovery for and on behalf of the Relator individually, pursuant to 31 U.S.C. §3730(h), for her wrongful termination by Defendant DeVry, which was done in retaliation for Relator having engaged in lawful acts and efforts to stop violations of the False Claims Act.

## **II. JURISDICTION AND VENUE**

8. This is a *qui tam* action arising under the False Claims Act, 31 U.S.C. §3729, *et seq.*, arising from Defendants' knowing violations of the FCA.

9. Subject matter jurisdiction over this action is conferred upon this Court by 31 U.S.C. §3732(a) and 28 U.S.C. §1331 in that this action arises under the laws of the United States.

10. Personal jurisdiction is present and venue is appropriate in this district under 28 U.S.C. § 1391 and 31 U.S.C. § 3732(a). Defendants Adtalem Global Education, Inc., Chamberlain College of Nursing, LLC, and DeVry University, Inc., operate for-profit higher education institutions both online and at numerous physical campus locations throughout the United States, including locations within this District. Defendants RVET Operating, LLC and its corporate parent, Bradley-Morris, Inc., put on job fairs for service members, veterans, and their families throughout the United States and within this District. Further, a substantial part of the events giving rise to this claim occurred within this District, including acts proscribed by § 3729 of the False Claims Act.

11. Venue is proper in this district pursuant to 31 U.S.C. §3732(a), which provides that “any action under §3730 may be brought in any judicial district in which the Defendant or, in the case of multiple Defendants, any one Defendant can be found, resides, transacts business, or in which any act proscribed by §3729 occurred.” At all times material hereto, the Defendants regularly conducted business within the State of Georgia, within this judicial district. Moreover, acts proscribed by 31 U.S.C. §3729, and giving rise to this action, occurred within this judicial district.

12. There are no bars to recovery under 31 U.S.C. §3730(e). Specifically, substantially the same allegations or transactions as those alleged in this suit have not been publicly disclosed in a federal criminal, civil, or administrative hearing in which the Government or its agents were a party, or in a congressional, Government Accountability Office, or other Federal report, hearing, audit, or investigation, or from the news media. In the alternative, Relator is an original source as defined in 31 U.S.C. §3730(e). Relator has knowledge that is independent of and materially adds to any publicly disclosed allegations or transactions, and has voluntarily provided the information upon which this Complaint is based to the United States prior to filing this *qui tam* action.

### **III. PARTIES**

13. Plaintiff-Relator Laura Moriarty (“Relator”) is a resident of the State of North Carolina.

14. Defendant Adtalem Global Education, Inc. (“Adtalem”) is a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 3005 Highland Parkway, Downers Grove, Illinois. Adtalem operates, and is the parent company of, several for-profit higher education institutions, including Advanced Academics, Becker Professional Education, Carrington College, Chamberlain College of Nursing, DeVry Brasil,

DeVry University, EduPristine, American University of the Caribbean, and Ross University Schools of Medicine and Veterinary Medicine. The company now known as Adtalem was previously called DeVry Education; the “rebranding” of DeVry Education to Adtalem occurred in late 2017. DeVry Education had been the company’s name between November 2013 and 2017. Prior to November 2013, the company was known as DeVry, Inc., which was the name used from 1987 to 2013. DeVry, Inc., has been a publicly traded company since 1991. The history of Adtalem and its predecessors can be found on the Wikipedia website at [https://en.wikipedia.org/wiki/Adtalem\\_Global\\_Education](https://en.wikipedia.org/wiki/Adtalem_Global_Education).

15. Defendant Chamberlain University, LLC (“Chamberlain”), is a limited liability company organized and existing under the laws of the State of Delaware, and having its principal place of business at 500 W. Monroe, Suite 2800, Chicago, Illinois. Chamberlain is wholly owned by Adtalem and operates for-profit institutions of higher education, including a nursing school known as Chamberlain College of Nursing, at both physical locations and online.

16. Defendant DeVry University, Inc. (“DeVry”), is a corporation organized and existing under the laws of the State of Illinois, and having its principal place of business at 3005 Highland Parkway, Downers Grove, Illinois

Chicago, Illinois. DeVry is wholly owned by Adtalem and operates for-profit institutions of higher education, at both physical locations and online.

17. On January 27, 2016, the Federal Trade Commission (“FTC”) filed a complaint against DeVry University alleging misrepresentation of employment rates for recent graduates of this for-profit school, including misrepresentations as to the earnings of such graduates. See

<https://www.ftc.gov/system/files/documents/cases/160127devrycmpt.pdf>.

18. The U.S. Department of Education supported the FTC lawsuit and separately levied its own charges that DeVry University had used unsubstantiated job placement claims in recruitment and advertising materials. The Department of Education reached a settlement of its charges against DeVry in October 2016. See

<https://www2.ed.gov/documents/press-releases/devry-settlement-agreement.pdf>.

19. In December 2016, the FTC issued a press release announcing that DeVry University and its parent company had agreed to a \$100 million settlement of the FTC lawsuit alleging that they misled prospective students with ads that touted high employment success rates and income levels upon graduation. See,

<https://www.ftc.gov/news-events/press-releases/2016/12/devry-university-agrees-100-million-settlement-ftc>.

20. Also in December 2016, DeVry entered into a Stipulation As To Entry Of Order For Permanent Injunction And Monetary Judgment with the FTC, which resolved the FTC lawsuit. See [https://www.ftc.gov/system/files/documents/cases/161215\\_devry\\_stipulationrefinalorder.pdf](https://www.ftc.gov/system/files/documents/cases/161215_devry_stipulationrefinalorder.pdf).

21. In December 2017, DeVry's parent company, Adtalem, announced that it was transferring ownership of the DeVry University, along with Keller Graduate School of Management, to Cogswell Education LLC, which itself operates a small for-profit college in California. One condition of the transaction called for a minimum enrollment of 22,059 students at DeVry University as of May 2018. Adtalem faced financial penalties if enrollment at DeVry fell below this number as of May 2018. See <https://www.insidehighered.com/news/2017/12/06/devry-traded-private-small-company>.

22. Defendant RVET Operating, LLC is a limited liability company organized and existing under the laws of the State of Delaware, and having its principal place of business at 422 W. Loveland Avenue, Loveland, OH 45140. RVET Operating, LLC does business under the trade name of RecruitMilitary, LLC, and shall be referred to hereafter as "RecruitMilitary."

23. Defendant Bradley-Morris, Inc. (“Bradley-Morris”) is a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1825 Barret Lakes Boulevard, Suite 300, Kennesaw, GA 30144. Bradley-Morris is the owner and corporate parent of RecruitMilitary.

#### **IV. BACKGROUND ON DoD, VA, and TITLE IV EDUCATIONAL ASSISTANCE PROGRAMS**

##### **A. The Veterans Administration GI Bills**

24. Near the end of World War II, Congress enacted the Servicemen’s Readjustment Act of 1944 as a means to better compensate returning military veterans by, among other things, providing for the payment of certain educational and post-military job training opportunities including for the achievement of high school diplomas, college degrees, and vocational training. The bill also provided for unemployment allowances, loan guarantees, and job counseling. Congress has since enacted several expansions to the original GI Bill benefits, including the Montgomery GI Bill and the Post 9/11 GI Bill. These various “GI Bill” benefits, earned by members of Active Duty, Selected Reserve and National Guard Armed Forces and their families, are administered by the Department of Veterans Affairs (the “VA”). See, <https://www.military.com/education/gi-bill/general-gi-bill-information>



25. In general, the Montgomery GI Bill provides education benefits to veterans and service members who have served at least two years on active duty. Montgomery GI Bill benefits can be used to pay up to full tuition for numerous schooling programs, including college, technical school, and flight school. Benefits are generally payable for 10 years following a service man or woman's honorable discharge from military service.

26. The Post 9/11 GI Bill is open to members of the U.S. Military who began their service after September 10, 2001. Under the Post 9/11 GI Bill, a veteran can earn full tuition to the college of their choice for up to 36 months, plus a monthly housing allowance and a books and supplies stipend of up to \$1,000 per year.

#### **B. The Department of Defense Tuition Assistance Program**

27. In addition to GI Bill benefits available to honorably discharged veterans, the Department of Defense ("DoD") offers its own portfolio of education benefits to active-duty and reserve service members, known as the "Tuition Assistance Program" (also referred to as the "TA program").

28. The Tuition Assistance program provides financial assistance for voluntary off-duty education programs in support of a service member's professional and personal self-development goals. Tuition Assistance is available

for courses that are offered in the classroom or by distance learning and that are part of an approved academic degree or certificate program. The courses must be offered by schools that are registered in each service branch's continuing education office<sup>1</sup>, are accredited by accrediting agencies that are recognized by the U.S. Department of Education ("ED") and are signatories to the current Department of Defense Memorandum of Understanding (DoD MOU). Each participating Educational Institution must sign the same, current version of DoD Voluntary Education Partnership Memorandum of Understanding (MOU) between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. Each service branch has its own "Addendum for Education Services" between the participating educational institution and the service branch (e.g., the Army, Navy, Air Force, Marines, and Coast Guard) that sets forth specific requirements of that branch.

29. Tuition Assistance is available to active duty, National Guard and Reserve Component service members. Tuition Assistance pays up to 100 percent of tuition expenses for semester hours costing \$250 or less. Tuition Assistance may be used for Vocational/technical programs; Undergraduate programs;

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<sup>1</sup> For example, GoArmyEd is the Army Continuing Education System (ACES) centralized and streamlined management system for the Army's postsecondary voluntary education programs.

Graduate programs; Independent study; and Distance-learning programs. See, <http://www.militaryonesource.mil/-/how-to-use-the-military-tuition-assistance-program>.

## **C. Title IV**

### **1. The Pertinent Department of Education Statutes and Regulations**

30. Under Title IV of the Higher Education Act of 1965 (“HEA”), the federal government operates a number of programs (both grants and loans) that disburse funds to students to help defray the costs of higher education. 20 U.S.C. §§ 1070–1099d. These programs include the Federal Pell Grant, the Federal Family Educational Loan Program, the William D. Ford Federal Direct Loan Program, and the Federal Perkins Loan. These funds are only available to students who attend qualifying schools. To be eligible to receive Title IV funds, a school must enter into a Program Participation Agreement (“PPA”) with the Department of Education. *Id.* § 1094; see also, 34 C.F.R. § 668.14(a)(1) (2010).

31. Each PPA provides that “[t]he execution of this Agreement by the Institution and the Secretary is a prerequisite to the Institution’s initial or continued participation in any Title IV . . . program.” Each PPA also provides that a school’s participation in Title IV is “subject to the terms and conditions set forth in this Agreement.” *Id.* When signing a PPA, a school promises to comply with all

federal statutes applicable to Title IV and all regulations promulgated thereunder:

“The Institution understands and agrees that it is subject to and will comply with the program statutes and implementing regulations for institutional eligibility as set forth in 34 CFR Part 600 and for each Title IV . . . program in which it participates . . . .” Id., Ex. 1 at 3.

## **2. The Department of Education Ban on Incentive Compensation to Recruiters**

32. To be eligible to receive Title IV funds, a school must agree to comply with the Incentive Compensation Ban (the “ICB”). The ICB prohibits schools from providing (i.e. paying) any “commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance.” 20 U.S.C. § 1094(a)(20). The prohibition language against incentive compensation from 20 U.S.C. § 1094(a)(20) is incorporated into the PPA signed by the Institution.

## **3. The 90/10 Rule**

33. For-profit educational institutions that participate in Title IV programs and receive federal student aid funds (grants and loans) must also comply with 34 C.F.R. §668.28 – “Non-title IV revenue (90/10),” known as the “90/10 Rule.” The

90/10 Rule provides that for-profit colleges can receive at most 90% of their revenue from the U.S. Department of Education's federal student aid programs and must obtain the remaining 10% from other, nonfederal sources. However, the funds that for-profit schools, such as the DeVry Defendants, receive from the VA under the GI Bill or from the DoD under the Tuition Assistance program for educating service members are viewed – for purposes of the 90/10 calculation – as if they are private funds (i.e., they count on the 10% side of this equation).

34. The main objective of the 90/10 Rule is to safeguard against schools relying solely on taxpayer revenue to function. Currently, since veterans' and active duty service members' federal student aid does not apply toward the 90%, for-profit colleges have been targeting veterans, service members, and their families in order to comply with the 90/10 Rule.

35. According to Veterans Education Success, an organization whose mission is: "To protect and defend the integrity and promise of the GI Bill and other federal education programs for veterans and service members,"

In the course of a two-year U.S. Senate Committee investigation into for-profit colleges, Senate staff uncovered a scam: Some predatory for-profit colleges were targeting veterans and service members with aggressive, deceptive, and sometimes fraudulent recruiting in order to get access to the lucrative GI Bill and Defense Department Tuition Assistance.

Veterans were coming home from Iraq and Afghanistan and getting duped into signing up for very low-quality schools, where graduates often cannot get the jobs they were promised. Vets were thereby losing their one shot at the GI Bill and the skills they needed to enter the civilian workforce and provide a better future for themselves and their families. The idea that education companies were seeking to trick veterans out of their hard-earned GI Bill is particularly galling because the GI Bill is the main source of America's thanks to veterans and service members who have served and sacrificed the most for America.

36. Because of the "90/10 loophole," for-profit colleges are eager to enroll students using the GI Bill and DoD Tuition Assistance program payments. Many for-profit companies engage in deceptive and aggressive marketing to sign up veterans and service members, and often with great success. Between FY 2009 and FY 2017, DeVry was paid \$928,774,463 in federal money under the GI Bill Tuition and fee payments programs, and was the 4<sup>th</sup> highest recipient during those years of all GI Bill tuition and fee payments (all but 1 of the top 10 were for-profit schools). DeVry's payments under the TA program are, on information and belief, equally highly ranked. Further, on information and belief, DeVry has been paid several hundred million dollars per year under the TA program going back for several years. Federal disbursements to DeVry under ED Title IV programs are in the hundreds of millions of dollars annually.

37. According to current information on the relevant Department of Veterans Affairs website, DeVry University, Keller Graduate School of Management (part of DeVry University), and Chamberlain University, collectively, have 75 locations registered within the DoD TA program, and for Fiscal Year 2016, received tuition and fees payments totaling in excess of \$70 million for at least 10,025 GI Bill and TA program students. See <https://www.dodmou.com/TADECIDE/InstitutionDetails?opeidNumber=0107270>

Q. For the current fiscal year, each TA program student is eligible to have tuition and fees paid to these schools up to \$23,805, plus a monthly housing allowance (paid to the student) in amounts ranging up to \$4,148, depending on geographic location. See <https://www.vets.gov/gi-bill-comparison-tool/search?name=DEVRY>.

## **V. FACTUAL ALLEGATIONS**

### **A. Department of Defense Memorandum of Understanding**

#### **1. The Original Voluntary Education Partnership Memorandum of Understanding (MOU) Between DeVry University and the Department of Defense**

38. DeVry entered into an Original Voluntary Education Partnership Memorandum of Understanding (MOU) with the Department of Defense (DoD) dated March 15, 2011 (the “Original DoD MOU”). The Original MOU was



executed by DeVry University on October 8, 2011, and by the DoD on October 9, 2011. A true copy of the Original DoD MOU is attached hereto as **Exhibit 1**.

39. The Purpose of the Original DoD MOU was set forth in Section 2, which stated:

**2. PURPOSE**

a. This MOU articulates the commitment and agreement educational institutions provide to the Department of Defense by accepting funds via each Service's tuition assistance (TA) program in exchange for education services.

b. This MOU is not an obligation of funds, guarantee of program enrollments by DoD personnel, their eligible adult family members, DoD civilian employees, and retirees in an educational institution's academic programs, or a guarantee for installation access.

c. This MOU covers courses delivered by educational institutions through all modalities. These include, but are not limited to, classroom instruction, distance education (i.e., Web-based, CD-ROM, or multimedia) and correspondence courses.

d. This MOU includes high school programs, academic skills programs, and adult education programs for military personnel and their eligible adult family members.

e. This MOU articulates regulatory and governing directives and instructions:

(1) Eligibility of DoD recipients is governed by federal law, DoD Instruction (DoDI) 1322.25, DoD Directive 1322.08E, and each Military Service's policies, regulations, and fiscal constraints.

(2) Outside of the United States, education programs shall be operated in accordance with guidance from DoDI 1322.25; DoDI 1322.19; section 1212 of Public Law 99-145, as amended by section



518 of Public Law 101-189; and under the terms of the Tri-Services contract currently in effect.

f. This MOU is subject at all times to Federal law and the rules, guidelines, and regulations of the Department of Defense. Any conflicts between this MOU and such rules, guidelines, and regulations will be resolved in favor of the rules, guidelines, or regulations.

g. This MOU recognizes that any required indemnification by public educational institutions herein may be limited by State and governing board limits.

**2. The Current Voluntary Education Partnership Memorandum of Understanding (MOU) Between DeVry University and the Department of Defense**

40. The Original MOU had an expiration date of October 9, 2016.

However, the Original DoD MOU was amended by incorporating Change 3, Effective July 7, 2014, and was signed by DeVry on July 15, 2014. With this change, a new term was established for the MOU to run from July 16, 2014 to July 15, 2019. The amended MOU is referred as the “Current MOU”. A true copy of the Current DoD MOU is attached hereto as **Exhibit 2**.

41. Both the Original DoD MOU and the Current DoD MOU contain an express certification of compliance as follows: “Educational institutions must: ... Sign and adhere to the requirements of this MOU, including Service-specific addendums as appropriate, prior to being eligible to receive TA payments.” See Ex. 2, Current DoD MOU, §3.

## **B. Relator's Employment With DeVry University**

42. Relator, a retired U.S. Marine Corps Chief Warrant Officer 3, was hired by DeVry University in April 2005, to work as a Field Generalist/Online Admission Advisor for DeVry seeking the enrollment of High School students, Community College students, veterans and service member students whose tuition and fees would be paid for by the VA, using GI Bill funds, or by the DoD, using TA funds. In 2010, the Relator was transferred to the Military Affairs Division at DeVry to work solely with military recruitment as a Military Education Liaison (MEL), which position was then renamed in 2016 to "Military Veteran Affairs Liaison," (sometimes referred to as "MVAR"). In her role as a MEL/MVAR, Relator was a primary account liaison between DeVry and the U.S. Military (i.e., active, Reserves, National Guard, and Veteran Service Organizations). Prior to the time that she was retaliated and fired, Relator was one of the most long tenured and successful MVARs at DeVry. Over many years, between 2005 and 2018, Relator represented DeVry at thousands of student recruitment events.

### **C. Defendants' Violations of the DoD MOU**

#### **1. The DeVry Defendants' Schemes in Violation of the DoD MOU and Other Statutes and Regulations – Resulting in Violations of the False Claims Act**

43. As set forth hereafter in this Complaint, the DeVry Defendants have been, and are, in knowing violation of numerous provisions of the Current DoD MOU, and have otherwise violated other pertinent DoD Instructions and governing laws and federal regulations in the course of marketing to and recruiting service member students.

44. The DeVry Defendants have knowingly violated the Current DoD MOU, Section 3(a)(2), which states:

(2) Educational institutions must comply with this MOU and the requirements in Service-specific addendums that do not conflict with governing Federal law and rules, guidelines, and regulations, which include, but are not limited to, Title 10 of the United States Code; DoD Directive 1322.08E, "Voluntary Education Programs for Military Personnel"; DoD Instruction 1322.25, "Voluntary Education Programs"; DoDI 1322.19, "Voluntary Education Programs in Overseas Areas"; and all DoD installation requirements imposed by the installation commander if the educational institution has been approved to operate on a particular base. Educational institutions failing to comply with the requirements set forth in this MOU may receive a letter of warning, be denied the opportunity to establish new programs, have their MOU terminated, be removed from the DoD installation, and may have the approval of the issuance of TA withdrawn by the Service concerned.

A true copy of DoD Instruction 1322.25 is attached hereto as **Exhibit 3**. DoD Instruction 1322.25, “Voluntary Education Programs”, states, in part: “This Instruction: ... Establishes policy that: (1) All educational institutions providing education programs through the DoD Tuition Assistance (TA) Program: ... (b) Will not use unfair, deceptive, and abusive recruiting practices.” See Ex. 3, DoD Instruction 1322.25, Sec. 1(c.)(1)(b).

45. DoD Instruction 1322.25 also states, in part, “This Instruction: ... Establishes policy that: (2) Creates rules to strengthen existing procedures for access to DoD installations by educational institutions.” See Ex. 3, DoD Instruction 1322.25, Sec. 1(c.)(2).

46. DoD Instruction 1322.25 also sets forth procedures for access to service members, and military installations. Section 3 of the instruction states as follows:

**3. PROCEDURES FOR THE RESPONSIBLE EDUCATION ADVISOR, ON BEHALF OF THE INSTALLATION COMMANDER, TO PROVIDE VOLUNTARY EDUCATION PROGRAMS AND SERVICES FROM POSTSECONDARY EDUCATIONAL INSTITUTIONS**

a. Contacts by an educational institution with a Service member for the purpose of asking or encouraging the member to sign up for one of the educational institution’s programs (assuming the program has some cost) are considered personal commercial solicitations. The responsible education advisor will ensure educational institutions

comply with DoDI 1344.07 (Reference (r)) and all requirements established by the installation commander for solicitation. ...

...

b. The responsible installation education advisor will limit DoD installation access to educational institutions or their agents meeting the requirements as stated in the policy section of this instruction and in compliance with the DoD Voluntary Education Partnership MOU.

...

47. DoD Instruction 1344.07, entitled “Personal Commercial Solicitations on DoD Installations,” referenced in the preceding paragraph (which quotes from DoD Instruction 1322.25, Section 3), states in Section 6.4 as follows:

6.4. Prohibited Practices. The following commercial solicitation practices shall be prohibited on all DoD installations:

6.4.1. Solicitation of recruits, trainees, and transient personnel in a group setting or "mass" audience and solicitation of any DoD personnel in a "captive" audience where attendance is not voluntary.

A true copy of DoD Instruction 1344.07 is attached hereto as **Exhibit 4**.

48. The Current DoD MOU also states, in part, “Educational institutions must: ... d. Comply with state authorization requirements consistent with regulations issued by ED, including 34 C.F.R. 600.9. Educational institutions must meet all State laws as they relate to distance education as required.” See Ex. 2, Current DoD MOU, §3d.

49. The Current DoD MOU also states within Section 3, in part,  
“Educational institutions must: ...

j. Have policies in place compliant with program integrity requirements consistent with the regulations issued by ED (34 C.F.R 668.71-668.75 and 668.14) related to restrictions on misrepresentation, recruitment, and payment of incentive compensation. This applies to the educational institution itself and its agents including third party lead generators, marketing firms, or companies that own or operate the educational institution. As part of efforts to eliminate unfair, deceptive, and abusive marketing aimed at Service members, educational institutions will:

(1) Ban inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having a monetary value of more than a *de minimis* amount, to any individual or entity, or its agents including third party lead generators or marketing firms other than salaries paid to employees or fees paid to contractors in conformity with all applicable laws for the purpose of securing enrollments of Service members or obtaining access to TA funds. Educational institution sponsored scholarships or grants and tuition reductions available to military students are permissible.

(2) Refrain from providing any commission, bonus, or other incentive payment based directly or indirectly on securing enrollments or federal financial aid (including TA funds) to any persons or entities engaged in any student recruiting, admission activities, or making decisions regarding the award of student financial assistance.

(3) Refrain from high-pressure recruitment tactics such as making multiple unsolicited contacts (3 or more), including contacts by phone, email, or in-person, and engaging in same-day recruitment and registration for the purpose of securing Service member enrollments.

See Ex. 2, Current DoD MOU, §3j.

50. Specifically, the DeVry Defendants knowingly, willfully, and intentionally, violated the foregoing MOU's and applicable incorporated DoD Instructions by the following acts and conduct.

**2. DeVry's Scheme to Improperly Collect Prospective Student Inquiries**

51. For years, and during the time frame it was operating under the Original DoD MOU and continues now to operate under the Current DoD MOU, the DeVry Defendants improperly collected student inquiries at events on military installations and/or at off-site events attended by service members and others that were governed and regulated by the DoD MOU's, by receiving and/or exchanging personal information by and with potential student recruits when such conduct was explicitly forbidden by the DoD MOU's.

52. The DeVry Defendants were allowed to hand out educational recruitment materials to potential students at events such as educational fairs, but were not allowed to engage in open recruiting efforts by capturing personal information and using that information to engage in high pressure sales tactics. However, from the outset of the initial term of the DoD MOUs, the DeVry Defendants have routinely collected personal information from prospective students. The DeVry Defendants input this personal information obtained from



prospective students into a robust sales and tracking program called “Salesforce,” which almost immediately triggered automatic contacts by the DeVry Defendants telephone sales personnel (essentially a “boiler room” operation) with prospective service member students.

53. DeVry’s improper collection of prospective student inquiries (i.e., the collection and/or exchange of personal information) occurs at sanctioned education fairs, Morale, Welfare, and Education (“MWR”) events, Marine Corps Community Services (“MCCS”) events, “Office Hours”, and other similar events, which may be further discussed below, and all of which are subject to the DoD MOU, DoD Instructions, and other federal regulations.

### **3. DeVry’s Scheme to Use Abusive, High Pressure Sales Tactics**

54. Upon capturing such personal information from prospective students, the DeVry Defendants frequently (and nearly immediately) transmit the information, via Salesforce, to telephone sales recruiters who forthwith call, text, and/or email prospective students using high pressure sales and recruiting tactics. Typically, through these “boiler room” sales operations, salespersons then call, text, and/or email prospective students within hours (and sometimes within minutes) of when the DeVry Defendants obtained the personal information at these



events, and often make such contacts multiples times in a day – which typically is the day the information is first received by the DeVry Defendants.

55. These tactics have been employed by the DeVry Defendants company-wide, for years, and at virtually all such recruiting events attended by the DeVry Defendants, nationwide, which amounts to hundreds of events per year.

56. At least by early 2016, the DoD recognized recruitment abuses by educational institutions such as the DeVry Defendants, in their recruitment of military students.

57. At least as of March 25, 2016, the DeVry Defendants were admonished by the DoD Chief of Voluntary Education to cease unfair, deceptive, and abusive marketing practices aimed at Service member prospective students.

58. On two separate occasions in January 2018, DeVry's Regional Manager, Veterans and Military Affairs, John Korsak, sent emails to MVARs imploring them that DeVry needed "to get very aggressive, very quickly," and that, as the MVARs attended recruiting events, that "we cover all of these events, and get as many Inquires [sic] and Apps as possible." While it was particularly important to DeVry and to Korsak to keep up the numbers and not lose students, due to the financial penalty that DeVry's parent Adtalem might face in May 2018 due to its spinning off DeVry University to Cogswell Education, LLC, in fact these

high pressure sales tactics at DeVry were simply “business as usual” at DeVry.

See Exhibit 5, which are true copies of John Korsak emails dated January 17, 2018 and January 24, 2018.

**4. DeVry’s Scheme to Give Challenge Coins to Potential Students and Key Decision Makers, Which Falsely Implied Endorsement And/or Affiliation With the Department of Defense**

59. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by the giving of inducements for the purpose of securing enrollments of Service members. For a period of years, while operating under the DoD MOU, DeVry caused to be minted, and then supplied to its recruiters, military “challenge coins” and/or medallions that were imprinted with federal government trademarks of the Air Force, Army, Coast Guard, Marines, and Navy. DeVry first supplied these challenge coins to its MVARs at a team meeting in Chicago in the summer of 2010. These challenge coins were given away to potential service member students by the thousands at education and job fairs, and other student recruitment events targeting service member students. DeVry also gave the challenge coins to Key Decision Makers in the units they were visiting or events they were attending. DeVry gave away these objects for the purpose of inducing potential students to enroll, so that DeVry could access GI Bill funds and

TA Funds. In late 2015, a competing for-profit college, the University of Phoenix, was temporarily barred from recruiting students at military bases for having similarly given away “University of Phoenix” military challenge coins because they violated federal trademarks, improperly implied affiliation or endorsement by the government of the University of Phoenix, and were unlawful and improper inducements. After the DoD temporary recruiting ban was imposed on the University of Phoenix for its military challenge coin inducement program, DeVry immediately stopped its own challenge coin distribution program. However, this was only after DeVry had given away thousands of such inducements to lure veterans and service member students. A true photographic copy showing examples of DeVry’s challenge coins is attached hereto as **Exhibit 6**.

##### **5. DeVry’s Scheme to Violate Incentive Compensation Bans in the DoD MOU and in ED Laws and Regulations**

60. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by the payment of commissions, bonuses, or other incentive payments based directly or indirectly on securing enrollments or federal financial aid (including TA funds) to any persons or entities engaged in any student recruiting, admission activities, or making decisions regarding the award of student financial assistance. Although in 2014, the incentive compensation ban was

explicitly added to the DoD MOU, in fact, the ban had already long existed under Department of Education regulations. 34 C.F.R. § 668.14, Program Participation Agreement, states in part: “(b) By entering into a program participation agreement, an institution agrees that ... (22)(i) It will not provide any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid, to any person or entity who is engaged in any student recruitment or admission activity, or in making decisions regarding the award of title IV, HEA program funds.” 34 C.F.R. § 668.14(b)(22).

61. Relator and other similarly situated DeVry MELs were paid quarterly bonuses based at least indirectly on securing enrollments of targeted service members and veterans. The bonuses were paid based on DeVry’s measurement of success by looking at the MELs student recruitment metrics. As part of their FY 2013 Compensation Plan, MELs were paid quarterly bonuses if they “made their numbers.” This was measured by whether the MELs had attended a certain number of recruitment events and had achieved a certain number of student inquiries. The maximum quarterly bonus then available to MELs was \$2,000 per quarter. During this timeframe, DeVry maintained a chart, provided to the MELs, to show how such bonuses were to be calculated.

62. The direct bonus plan for MELs stopped at the end of FY 2013 (June 30, 2013). However, DeVry continued to (and still does) pay such bonuses to managers (known as Managers, Military Affairs, or “MMA”s). The MMAs also themselves are involved in directly recruiting students – in addition to managing MVARs. In some instances, such bonuses are paid directly to the managers because the managers themselves are directly involved in attending events and securing personal information of prospective students who were later converted into actual students. In other instances, such bonuses are paid to managers based on the success of the MVARs who the managers supervised, which bonuses are indirectly determined as “territory attribution” bonuses (i.e., essentially an override bonus based on the success of the MVAR’s under them), as well as on their own recruiting activities – both of which count toward their territory attribution. According to Russell Gill (DeVry VP of Military Affairs through June 2016), he had been paid bonuses of up to \$100,000 per year. These payments amount to direct (or indirect) payment of bonuses, commissions, or incentive compensation on securing student enrollments for DeVry, paid under the GI Bills from TA funds – in violation of the DoD MOU and the ED PPA.

63. Even to this day, Defendant Chamberlain continues to pay commissions, bonuses, and/or other forms of incentive payments to its recruiters,

in violation of the DoD MOU, and further in violation of ED regulations. A true copy of payroll stubs for a Chamberlain recruiter, showing the payment of such quarterly bonuses in 2016, is attached hereto as **Exhibit 7**.

**6. DeVry's Scheme to Violate the DoD MOU's Restrictions By Paying Money to Third Party Lead Generators, and by Attending Job Fairs Without a Legitimate Purpose**

64. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by paying money to RecruitMilitary to "sponsor" its job and career fair events and gain access to veteran and service member prospective students.

65. RecruitMilitary is a nationwide, full-service military-to-civilian recruiting firm that helps military veterans find jobs. RecruitMilitary has conducted thousands of job fairs and career fairs for veterans and military spouses since its founding, and presently holds upwards of hundreds of such events per year. In late 2016, RecruitMilitary was acquired by Bradley-Morris, Inc., which is also a military-focused recruiting firm.

66. For several years, DeVry has been a national sponsor of job and career fairs put on by RecruitMilitary around the country. Such events are usually

held on or near military bases. DeVry pays, on information and belief, approximately \$100,000 per year to sponsor RecruitMilitary events.

67. In 2017 and 2018, DeVry paid an additional sum to RecruitMilitary to be a sponsor at RecruitMilitary events on military installations and DeVry is allowed to put on an hour-long seminar in advance of the opening of military recruits job fairs, at which it markets DeVry to prospective students.

RecruitMilitary also provides to DeVry a roster of all attendees at the job fairs, which includes their contact information. Such arrangements are a knowing violation of the DoD MOU, which prohibits the payment of money, inducements, or any item of more than a negligible value to third party lead generators for the purpose of securing enrollments of Service members or obtaining access to TA funds.

68. Both RecruitMilitary and its parent, Bradley-Morris are knowing and willing participants to this scheme, and conspired with DeVry to facilitate illicit access to prospective students in violation of the DoD MOU, DoD Instructions, and relevant federal regulations. RecruitMilitary advertises for educational institutions to become sponsors at their events to “establish a connection, and build a pipeline of potential students.” This includes participation in military base events where sponsor schools can “gain access to transitioning military job seekers by



attending a well-recognized RecruitMilitary career fairs on select military bases.” RecruitMilitary advertises DeVry’s attendance at job and career fairs on military installations for such workshops both on its website and EventBrite. A true copy of a RecruitMilitary advertisement featuring DeVry University is attached hereto as **Exhibit 8**.

69. Essentially, defendant RecruitMilitary sells on-base access to veteran job seekers to for-profit schools such as DeVry, which are prohibited from recruiting on base at job fairs without having legitimate, documented job vacancies.

**7. DeVry’s Scheme to Violate DoD MOU’s Restrictions Prohibiting Personal Contacts, Abusive Multiple Contacts, and Same Day Recruitment, By the Use of the Paper Card “Workaround” to Obtain Service Member “Consent”**

70. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by high-pressure recruitment tactics such as making multiple unsolicited contacts (3 or more), including contacts by phone, email, or in-person, and engaging in same-day recruitment and registration for the purpose of securing Service member enrollments.

71. Prior to approximately 2016, and for several years, DeVry has schemed to avoid the prohibition by placing a “disclaimer” on information cards



handed out to prospective students.<sup>2</sup> The personal information was then input in Salesforce and the prospective students were then almost immediately contacted by the DeVry boiler room solicitors, with high pressure sales tactics. This scheme (placing some disclaimer on a card purportedly allowing contacts) violated the DoD MOU, DoD Instructions, and other manner of regulations that do not allow such “workarounds.”

72. MVARs recruiting at events aimed at veterans and military students would have prospective students fill out the paper response card (i.e. Inquiry/Lead card) containing their personal contact information. The form contained language at the bottom which read: *“Signing this form provides your express written consent without obligation for DeVry University to call, text, and/or email by our automated dialing system about your education at the number and/or email you provide.”* MVARs would input the information from these cards into DeVry’s prospective student marketing tool (a commonly used commercial program called Salesforce). The MVARs were instructed to check a box that allows the Autodialer to “robo call” prospects over and over again until contact is reached when inputting the inquiry into Salesforce. Then, once this information had been

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<sup>2</sup> DeVry’s “disclaimer”, ostensibly placed to obtain “permission” from prospective students to violate numerous provisions of the DoD MOU, is akin to fine-print disclaimers on the back of tickets at amusement parks, which are near universally unenforceable.

input, DeVry admissions officers would be calling, texting, or emailing the prospective students, and signing them up as students (paid for by GI Bill or TA funds) the same day. Relator estimates that as many as 97% of prospective students were contacted by DeVry the same day as they first requested information at an education fair/event.

73. In or about February 2016, DoD's Chief of Voluntary Education, Dawn Bilodeau, issued a formal communique to all base Education Service Officers (ESO) affirming to the ESO's that there should be no personal information exchanged between prospective students and educational institutions (such as DeVry) at base sponsored events. In response to Ms. Bilodeau's directive, one branch (the Department of the Army) issued an Installation Access Policy Memorandum dated February 26, 2016 ("Army February 26, 2016 Memo"). A true copy of the Department of the Army February 26, 2016 Memorandum is attached hereto as **Exhibit 9**.

74. The purpose of the Army February 26, 2016 Memo was "To ensure that Soldiers and Family Members are afforded protections against fraudulent and aggressive marketing, all Educational Institutions (EIs) and training providers and their representatives seeking access to or delivering education programs and

services on an installation must adhere to applicable references in this memorandum.”

75. Once the FTC lawsuit, and the parallel Department of Education inquiry and investigation against DeVry were made public in 2016, and DeVry lost their “Principles of Excellence” rating from the VA, DeVry Leadership caused or directed its VP of Military Affairs, Russ Gill, to arrange a meeting with DoD’s Chief of Voluntary Education, Dawn Bilodeau, for clarification of the memo. As an outcome of this meeting, on March 25, 2016, Gill issued an email to all of DeVry’s MVAR’s confirming that DeVry can no longer collect an inquiry (i.e., obtain a prospective student’s personal information such name, phone number, and email address), even at DoD sanctioned education fairs. Elsewhere in his email, Gill wrote that “no inquiry can be collected while at a base sponsored event.” Gill then wrote that “this policy is affective [sic] as of today.” A true copy of Gill’s March 25, 2016 email is attached hereto as **Exhibit 10**.

76. At that point, DeVry then sought to develop “workarounds” so as to be able to avoid the open recruiting efforts ban set forth in the DoD MOU, and as elucidated by Ms. Bilodeau and the subsequent Army February 26, 2016 Memo. DeVry’s “workarounds” included soliciting prospective student to contact DeVry via text messages and, later, the use of MVAR-specific “landing pages” accessible

via the internet, and later via using iPads available at the recruiter's table at an event.

77. The Army February 26, 2016 Memo included a chart, referred to as "Installation Access Requests By Educational Institutions (EIs) or Training Providers Decision Matrix", as to what the EI's can and cannot do in their student recruiting under the DoD MOU. DeVry violates at least two of the examples of prohibited conduct in this matrix.

78. First, DoD MOU signatories may request access to counsel students – if they have at least 20 military-connected students on the installation and have requested installation access approval through GoArmyEd. However, there is a restriction on this access: EIs cannot use "counseling students" access to recruit new students. DeVry violates this restriction by attending "Office Hours" events on military installations to recruit new students under the purported purpose and stated guise of counseling existing students.

79. Second, DoD MOU signatories may request access to market the EI at a job/career fair only upon receiving installation access approval through GoArmyEd, and can then only participate in a job/career fair with documented vacant positions. The EI may not market for students at the job/career fair. DeVry violates this restriction by routinely participating in job/career fairs without having

documented vacant positions for which it is seeking employment candidates and by recruiting for new students. Most of DeVry's participation in job/career fairs is through RecruitMilitary, which DeVry pays annually approximately \$100,000 to act as a "sponsor" for RecruitMilitary. As discussed above, DeVry's true reason for sponsoring RecruitMilitary events is to market to prospective students for the purpose of securing enrollments of service members or obtaining access to TA funds – and not to recruit new employees for open job positions at DeVry.

80. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by engaging in active, open recruiting activities at informational events – events at which an EI's participation is supposed to be passive and informational only. DoD Instruction ("DoDI") No. 1322.25 is incorporated into the DoD MOU. DoDI No. 1322.25 states in part "[3.a.] Contacts by an educational institution with a Service member for the purpose of asking or encouraging the member to sign up for one of the educational institution's programs (assuming the program has some cost) are considered personal commercial solicitations." DoDI No. 1322.25 also states in part that the responsible educational advisor will

[e.] Monitor educational institutions and its agents granted access to a DoD installation to ensure they do not:

(1) Use unfair, deceptive, abusive or fraudulent devices, schemes, or artifices, including misleading advertising or sales literature.

(2) Engage in unfair, deceptive, or abusive marketing tactics, such as during unit briefings or assemblies; engaging in open recruiting efforts; or distributing marketing materials on the DoD installation at unapproved locations or events.

Thus, EI's are not supposed to engage "in open recruiting efforts" at DoD installations, yet the DeVry Defendants do exactly that.

**8. DeVry's Scheme to Violate DoD MOU's Restrictions Prohibiting Personal Contacts, Abusive Multiple Contacts, and Same Day Recruitment, By Use of the Text Message "Workaround" to Obtain Service Member "Consent"**

81. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by then telling potential students that they could just text their contact information to DeVry recruiters present at the event. The recruiter (MVAR) would then input the information into Salesforce for inquiry and event credit. Again, almost immediately, the DeVry boiler room solicitors, using high pressure sales tactics, would then contact the prospective students. Relator personally experienced on several occasions seeing potential students at educational fairs and similar events being actively solicited and recruited, by phone, text, or email, within minutes of having provided their personal contact information to the recruiter. This scheme (accepting personal information from

prospective students at events, via text message) violated the DoD MOU, DoD Instructions, and other manner of regulations that do not allow such “workarounds.” The text message “workaround” scheme was used from approximately late March 2016 to approximately December 2, 2016.

**9. DeVry’s Scheme to Violate DoD MOU’s Restrictions Prohibiting Personal Contacts, Abusive Multiple Contacts, and Same Day Recruitment, By the Use of “Workarounds”, Such as the “Landing Page Workaround,” Accessed by a DeVry iPad Device to Obtain Service Member “Consent”**

82. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by giving iPads to the MVARs that were bookmarked to the MVAR’s “landing page,” and then inviting prospective students to go to the “landing page” and input their personal information themselves. Once again, this scheme (accepting personal information from prospective students at events, via submission on an iPad to an MVAR’s “landing page”) violated the DoD MOU, DoD Instructions, and other manner of regulations that do not allow such “workarounds.” Relator has numerous examples of Salesforce reports for various MVARs for DeVry, showing that many recruits were obtained via these illicit “workarounds.” The “landing page workaround” scheme began approximately December 2, 2016, and continues through the present. Attached hereto as



**Exhibit 11** is a printout from the DeVry Salesforce database showing that prospective students' personal contact information was captured using the "landing page workaround" scheme on the very same day the events were held.

83. On December 2, 2016, John Korsak, DeVry's Regional Manager, Veterans and Military Affairs, sent an email to all DeVry MVAR's in which he set forth DeVry's "current policy" on events and inquiry collection:

**Events:** In order for an activity to be credited as an "Event", it must be an event that you **actually attend**, and must generate **at least 1 Inquiry**.

**Inquiries:** Any potential student's request for information must be captured and collected on an approved DeVry University inquiry form with the most recent/relevant disclaimer and opt-in language listed. Remember that inquiry forms must be retained for a minimum of 5 years for auditing purposes. Approved DeVry University inquiry forms include the joint branded Inquiry Card (ordered via DeVry marketing), MVAR landing pages, or other official DeVry mediums (ie, DeVry website, 800 numbers). Sign-in rosters, text messages, etc, are **not** approved Inquiry mediums.

A true copy of the John Korsak December 2, 2016 email chain is attached here as **Exhibit 12**. Korsak's email shows that DeVry acted as if the iPad Landing Page "Workaround" was a legitimate means of securing a student's personal information, and conducting personal commercial solicitation, even though it is not.



**10. DeVry's Scheme to Violate DoD MOU's Restrictions Requiring Approved Access to Service Member and Veteran Recruits By Holding Unapproved, Pre-Event Seminars at Job and Career Fairs**

84. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by improperly accessing military installations without ESO approval. As just one example, on June 14, 2017, DeVry Regional Manager, Military and Veterans Affairs, John Korsak, held a "pre-event" seminar at a RecruitMilitary veterans job fair held on base at Fort Bragg. Neither Korsak himself, nor DeVry, obtained the required GoArmyEd approval for this on-base event. The title of Korsak's presentation was "Move In The Right Direction: Putting Your Career Goals Into Action." On information and belief, this pre-event seminar was not for the purpose of DeVry seeking candidates for employment for documented vacant positions, but rather was for the purpose of recruiting students to DeVry and tapping GI Bill funds and/or TA funds.

**11. DeVry's Scheme to Violate DoD MOU's Restrictions Against Captive Audience Recruiting By Holding Events, Making Presentations, and Obtaining and/or Exchanging Personal Information with New Recruits at Their ICAT Testing**

85. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by marketing to and recruiting prospective students

contrary to DoD Instruction No. 1344.07, which prohibits commercial solicitation of service members (including recruits, trainees, and transient personnel) in a group setting or mass audience and solicitation of any DoD personnel in a captive audience where attendance is not voluntary. For example, DeVry recruits prospective students during Internet-delivered Computer Adaptive Test (“ICAT”) at their campuses (or testing centers) where attendance is mandatory for new recruits. Such events are held both at military installations, such as at Military Entrance Processing Stations (“MEPS”) and in some instances on DeVry campuses and/or testing centers (when DeVry has agreed to allow the ICAT testing to take place in its facilities). On March 22, 2016, DeVry entered into an MOU with the United States Military Entrance Processing Command to allow the use of DeVry classrooms and computers to administer such tests, for no charge to the government. A true copy of the March 22, 2016 MOU is attached here as **Exhibit 13**. DeVry used information tables, seminars/speakers, and workshops at these test events to recruit prospective students. These events were not approved by any ESO’s. In the DeVry Salesforce platform, these ICAT testing events are flagged and are scheduled to be attended by DeVry’s MVARs, who use them to recruit students. Reports from DeVry’s Salesforce database prove that prospective student inquiries were obtained at these events. Attached here as **Exhibit 14** is a true copy

of such a Salesforce report, showing that a DeVry MVAR solicited personal information and obtained inquiries at ICAT events held on September 11, 2017, August 7, 2017, and August 9, 2017.

**12. DeVry's Scheme to Violate DoD MOU's Restrictions Against Captive Audience Recruiting By Holding Events, Making Presentations, and Obtaining and/or Exchanging Personal Information at Mandatory Attendance Yellow Ribbon Events**

86. Similarly, DeVry has knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by recruiting students at Yellow Ribbon Reintegration Program events. DoD's Yellow Ribbon program was established to promote the well-being of National Guard and Reserve members, their families and communities, by connecting them with resources throughout the deployment cycle (i.e., pre-deployment and post-deployment). Yellow Ribbon events are mandatory attendance events for the guardsmen and reservists, and therefore fall within the ban on EI recruiting at captive audience events. As an example, attached here as **Exhibit 15** is a printout from DeVry's Salesforce database showing that an MVAR attended (and recruited students at) a Yellow Ribbon event held on February 3, 2018. The MVAR wrote that "I was able to collect 8 leads [at the Yellow Ribbon event] through my URL."

**13. DeVry's Scheme to Violate DoD MOU's Restrictions Against Captive Audience Recruiting By Holding Events, Making Presentations, and Obtaining and/or Exchanging Personal Information at Mandatory Attendance IRR Musters, Including Relying on False Credentials to Attend Such Events**

87. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by recruiting potential service member prospective students at Individual Ready Reserve ("IRR") events. The IRR is a category of the Ready Reserve of the Reserve Component of the Armed Forces of the United States composed of former active duty or reserve military personnel, and is authorized under 10 U.S.C. §1005. For soldiers in the National Guard of the United States, its counterpart is the Inactive National Guard (ING). Service members in the IRR and ING are required periodically to participate in IRR Musters, when they are ordered to report to a military facility (or civilian facilities used for the purpose of conducting the muster), confirm their personal and contact information, and sign acknowledgement paperwork that they are members of the IRR. DeVry routinely sends MVARs to recruit at IRR Musters and "Mega-musters" (musters attended by hundreds or even thousands of reservists). The attendance and student recruitment by DeVry at these events violates the DoD

MOU and the relevant DoDI's because such conduct amounts to commercial marketing to a captive audience.

88. Apart from the foregoing violation of the DoD MOU by recruiting at the IRR Muster, it is required that EI's have some form of approval or permission, such as an MOU, to even be present at such events. In March 2012, DeVry MMA James King exchanged emails with Captain Chris Branch of the Aurora P/WST unit of the Marine Individual Reserve Support Organization ("MIRSO"), explaining that a DeVry representative (an MVAR) would be attending an IRR Mega Muster in Colorado that year. The DeVry military team "determined" that this email exchange was the equivalent of an MOU with MIRSO to attend *all* musters and *all* mega musters around the country since 2012 without obtaining additional permission from ESOs. A true copy of the email exchange is attached as **Exhibit 16**. Presently, then, MMA's and MVAR's at DeVry continue to "pass around" the Chris Branch 2012 email as constituting a "valid" MOU to attend IRR Musters and to recruit at those musters.

#### **14. DeVry's Scheme to Violate DoD MOU's Restrictions By Ignoring State Specific Licensing Requirements for Recruiters In Certain States**

89. The DeVry Defendants have knowingly violated the express terms of the DoD MOU Section 3 d requiring schools to "comply with state authorization requirements consistent with regulations issued by ED, including 34 C.F.R.

§600.9. Educational institutions must meet all State laws as they relate to distance education as required.”

90. Several states, including Florida, Georgia, South Carolina, and the District of Columbia require that recruiters have a license or permit to conduct recruiting activities in their states.

91. Relator repeatedly asked in emails and in team calls for this procedure to be followed and despite knowledge that the MVARs were recruiting in states without licenses or permits, DeVry management never requested or arranged for the appropriate licenses or permits for its recruiters in these states.

92. Despite this requirement, the DeVry Defendants routinely send recruiters into these states, knowing they are not licensed or permitted, and are conducting recruiting activities within these states.

**15. DeVry’s Scheme to Violate DoD MOU’s Restrictions By Conducting Commercial Solicitation of Prospective Student Service Members and Their Families At Military Housing Facilities Operated By Lincoln Military Housing**

93. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by recruiting potential service member prospective students and their families at Lincoln Military Housing expo events. Lincoln Military Housing is a public-private partnership between Lincoln Property

Company and the Department of Defense to meet the housing needs of service members across the country.

94. According to Salesforce records, between April 2015 and February 2018, DeVry recruited service member prospective students and their family members, at no less than 30 events held in Lincoln Military Housing communities and collecting personal information from at least 150 prospective students during these expos. A true copy of the Salesforce printout is attached here as **Exhibit 17**.

95. The accessing of and recruitment of these prospective students was governed by the DoD MOU, which prohibits personal commercial solicitation of such persons.

**16. DeVry's Scheme to Violate DoD MOU's Restrictions Against Payments To Third Party Lead Generators by Payments Made to the Louisiana Army National Guard Enlisted Association For Access to Its Members and Rosters**

96. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by paying the Louisiana Army National Guard Enlisted Association ("LANGEA") for referrals, and specifically for payments made for access to its member rosters.

97. In 2014, the DeVry MVAR representative that covered the territory which included the State of Louisiana asked DeVry's National Director, Military



Affairs, to authorize the payment by DeVry of \$1700 to participate in LANGEA, and gain access to their events and membership rosters, in order to get leads for DeVry.

98. DeVry's National Director, Military Affairs approved the request and, in fact, approved the renewal of this arrangements for the next two years, through 2016.

99. DeVry's payments made to and participation in LANGEA, effectively amounted to payment of an inducement (in the form of money, which had value of more than a *de minimus*) to a third party lead generator. By virtue of this payment, DeVry's MVAR had access to potential service members and recruits at events held at National Guard Armories and other locations in Louisiana between 2014 and 2016. From this, the MVAR often obtained as many as dozens of leads in a given week from having attended LANGEA events, having made presentations to prospective students, and having engaged in open recruiting efforts at such events to a captive audience without proper installation access approval. The MVAR received inquiry credit towards her annual goals from DeVry within Salesforce for these leads obtained through paid-for access to LANGEA members.



**17. DeVry's Scheme to Violate DoD MOU By Attending Events at National Guard and Reserves Centers, Setting Up Tables, and Putting on "Workshops," Which Violated Multiple Restrictions Within the DoD MOU and DoD Instructions**

100. The DeVry Defendants have knowingly violated the express terms of the DoD MOU prohibiting unfair, deceptive, and abusive marketing practices aimed at Service members, by attending events at National Guard and Reserves Centers, setting up tables, and putting on "Workshops," at those events which were for the purpose of recruiting prospective students at "captive audience" events.

101. In an email from John Korsak, DeVry's Regional Manager, Veterans and Military Affairs, dated January 17, 2018, DeVry directed MVAR's to set up tables at as many National Guard and Reserve Centers as possible. At such events, MVARs (including Relator) were directed to give a Powerpoint presentation at these workshops at National Guard and Reserve Centers, to captive audience prospects, entitled "Plan Now For Success Later." The real purpose and gist of the presentation was to recruit new students for DeVry, and the exchange of personal information (i.e., collection of contacts via engaging in open recruiting efforts) occurred at these events, through the use of one or more of the schemes set forth above.

#### **D. DeVry's Retaliation Against Relator**

102. With regard to numerous of the foregoing violations by DeVry, Relator took actions and made efforts to stop DeVry from its knowing violations of the DoD MOU and DoD Instructions in the recruitment, which necessarily led to false claims and the violation of the FCA, of prospective service member students and veteran students. Relator did those things and took action in an attempt to stop violations of the False Claims Act.

103. Specifically, among other things, Relator complained at least twice during 2017 to her manager, John Korsak, that he must adhere to the DoD MOU requirements and DoD Instruction with respect to accessing military installations and, in particular, Fort Bragg, which went strictly “by the book.” Relator specifically told Korsak that many other schools had been kicked off base at Fort Bragg for having illicitly accessed job fairs and having conducted recruiting at such events. Korsak was resistant to Relator’s urging that he follow the requirements of the DoD MOU on base access and to go through the Education Service Officer (ESO).

104. In November 2017, Relator attended an MVAR conference call/WebEx meeting. In the meeting, another MVAR bragged about having obtained 11 prospective student inquiries via her iPad “workaround” at a Yellow

Ribbon program event. Later, during the questions and answer session of the call, Relator spoke up and asked DeVry's National Director Greg Pace whether this was appropriate, since Relator believed it violated the terms of the DoD MOU and DoD Instructions. Pace seemed offended by the question at first and hesitated, but then said that it was "OK" since it technically was not a paper inquiry.

105. On January 22, 2018, Relator brought to John Korsak's attention during a one-on-one telephone call that DeVry was using MVAR's to attend education fairs on military installations as well recruiting events off the base – essentially recruiting – in states that require recruiters to be licensed as such (as recruiters) in certain states. Relator was following up on an email to John Korsak dated September 30, 2017, after a Reduction In Force, that the MVARs would be working additional states requiring licensure. Specifically, Relator pointed out that these persons were not properly licensed to recruit in certain states. Korsak was dismissive of Relator's expressed concerns that DeVry was knowingly acting in ways that violated the DoD MOU and DoD Instructions.

106. In response to Relator's actions, on January 26, 2018, DeVry retaliated against Relator by firing her for the alleged reason that she had "precipitated an altercation" with a recruiter for another school at a recruiting event called "Welcome Aboard" that took place at Cherry Point Marine Corp Base on

January 17, 2018. Relator had been verbally attacked by an individual who was a recruiter for another school at this event, and unjustifiably so. Relator had made efforts to retreat and de-escalate the verbal attack upon her. DeVry conducted no real investigation of this event, and yet used it as an excuse to terminate Relator after 13 years of employment with DeVry, and just weeks after she had raised multiple issues about DeVry's violations of the DoD MOU and DoD Instructions. Since then, the North Carolina Employment Security Commission has awarded unemployment benefits to Relator, after a hearing, for the maximum period allowed, which is proof that the alleged reason given by DeVry for her termination was untrue.

107. The reason asserted by DeVry as grounds for firing Relator was false and pretextual. In fact, the true reason that Relator was fired was as retaliation for her efforts to stop DeVry's violations of the False Claims Act.

108. The Defendants made, used, and/or caused to be made or used, false records and/or statements material to false or fraudulent claims in order to be reimbursed by government programs that paid (by direct payments, grants, or loans) for the education and certain related charges on behalf of service members, veterans, and/or their family members, under the GI Bill, the TA program, and/or Title IV of the HEA. Those false records and/or statements include, but are not

limited to, certifications of compliance (both explicit and implied) with the DoD MOU, DoD Instructions, the defendant schools PPA's, and other applicable laws, and federal regulations as set forth herein above.

109. Actual compliance with the foregoing DoD MOU, DoD Instructions, the defendant schools PPA's, and other applicable laws, and federal regulations was material to the Government's decisions to pay. The Government did not know of the Defendants' knowing failures to comply with the identified agreements, laws, and regulations. Had the Government known of Defendants' conduct in regard to recruiting service member students, veterans, and their family members in ways that knowingly violated the DoD MOU, DoD Instructions, the defendant schools PPA's, and other applicable laws, and federal regulations, it would not have paid the claims submitted by Defendants.

110. As a direct result of the Defendants' knowing submissions of false and/or fraudulent claims for payment, and/or claims based on false records, and/or claims submitted that were tainted by conspiratorial conduct, Defendants have received significant sums of money to which they are not legitimately entitled. The United States has suffered substantial damages as a result of Defendants conduct in amounts to be proven by the evidence at trial.

## **VI. ACTIONABLE CONDUCT BY DEFENDANT UNDER THE FALSE CLAIMS ACT**

### **A. The False Claims Act**

110. This is an action to recover damages and civil penalties on behalf of the United States and Relator arising from the false and/or fraudulent statements, claims, and acts by Defendants made in violation of the False Claims Act, 31 U.S.C. §§3729–3732.

111. Based on the relevant FCA provisions, Relator, on behalf of the United States, seeks through this action to recover damages and civil penalties arising from Defendant's submission and/or causation of the submission of false claims to the federal government.

112. The FCA provides that any person who:

(A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;

(B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

(C) conspires to commit a violation of subparagraph (A),(B), (D), (E), (F), OR G) [the False Claims Act];

...or...

\* \* \*

(G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government,

is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2641 note; Public Law 104-410), , plus 3 times the amount of damages sustained by the Government because of the false or fraudulent claim. 31 U.S.C. §3729(a)(1).

113. The FCA defines “claim” as:

(A) mean[ing] any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that--

(i) is presented to an officer, employee, or agent of the United States;  
or

(ii) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government's behalf or to advance a Government program or interest, and if the United States Government--

(I) provides or has provided any portion of the money or property requested or demanded; or

(II) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded . . .

31 U.S.C. §3729(b)(2).

114. The FCA allows any persons having knowledge of a false or fraudulent claim against the United States to bring an action in federal District

Court for themselves and for the United States and to share in any recovery as authorized by 31 U.S.C. §3730.

**B. Anti-Retaliation Provisions of the False Claims Act**

115. The FCA provides relief from retaliatory actions for private individuals, stating that any employee, contractor or agent:

shall be entitled to all relief necessary to make that employee, contractor, or agent whole, if that employee, contractor, or agent is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of lawful acts done by the employee, contractor, agent or associated others in furtherance of an action under this section or other efforts to stop 1 or more violations of this subchapter.

31 U.S.C. §3730(h)(1).

116. Relief for retaliatory actions includes:

reinstatement with the same seniority status that employee, contractor, or agent would have had but for the discrimination, 2 times the amount of back pay, interest on the back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

31 U.S.C. §3730(h)(2).

117. The FCA allows an action for relief for retaliatory actions to be brought in federal District Court as provided in 31 U.S.C. §3730(h)(2).



**C. Defendants Submitted False and/or Fraudulent Claims for Payment to the Federal Government and/or Caused to be Submitted False and/or Fraudulent Claims for Payment**

118. By entering into an MOU with the Department of Defense, as well as having entered into a PPA with the Department of Education, the DeVry Defendants certified that they would comply with all statutory and regulatory provisions applicable to those agreements, both expressly and impliedly. These certifications were false in that the DeVry Defendants violated numerous contractual, statutory, and regulatory provisions, as outlined above.

119. Because of the material false certifications and statements of the DeVry Defendants regarding the foregoing, the United States has suffered substantial damages equal to the amount of funds that were paid to those Defendants as a result of having submitted false claims.

**D. Defendants Made, Used, or Caused to be Made or Used, False Records and/or Statements Material to False and/or Fraudulent Claims for Payment**

120. Defendants knowingly made, used, or caused to be made or used, false records or statements material to false or fraudulent claims to be paid or approved by the United States. These false statements or records include, but are not limited to, false certifications and representations made or caused to be made by the DeVry Defendants in the DoD MOU in order to be eligible to receive TA

funds and/or GI Bill funds, and in other false statements, records, certifications, and representations made in the ED PPA which facilitated the receipt of other federal funds, including but not limited to Title IV funds. Because of the material false certifications and statements of the DeVry Defendants regarding the foregoing, the United States has suffered substantial damages equal to the amount of funds that were paid to those Defendants as a result of having made, used, or caused to be made or used, false records and/or statements material to false and/or fraudulent claims for payment.

**E. Defendants Conspired to Commit Violations of the False Claims Act**

121. Defendants conspired to commit violations of subgraphs (A) and (B) of 31 U.S.C. §3729(a)(1) (submission of false or fraudulent claims, and the making or use of false records or statements material to false or fraudulent claims), by having conspired and agreed that the DeVry Defendants could access employment and/or job fairs put on by RecruitMilitary and Bradley-Morris, access and receive rosters of attendees at those events, and receive the benefit of advertising, all in exchange for the payment of money from the DeVry Defendants to RecruitMilitary and/or Bradley-Morris, in violation of the DoD MOU and DoD Instructions.

**F. The DeVry Defendants Failed to Disclose Their Obligation to Repay the Federal Government in Violation of the Reverse False Claims Provisions of the False Claims Act**

122. The DeVry Defendants knowingly made, used, or caused to be made or used, false records and/or statements to conceal, avoid, or decrease an obligation to pay (or to reimburse) money to the Government improperly obtained in violation of the FCA. These false statements and/or records include, but are not limited to, false certifications or representations, express and/or implied, of compliance with all laws relating to Title IV, made or caused to be made by the DeVry Defendants in order to receive GI Bill funds, TA funds, and/or other federal funds including Title IV funds. By virtue of the false records and/or statements that Defendant made, used, or caused to be made or used, or material omissions by Defendant, the United States has suffered substantial monetary damages in amounts to be determined at trial.

**G. The DeVry Defendants Retaliated Against Relator in Violation of 31 U.S.C. §3730(h)**

123. Relator was summarily fired for reasons which were pretextual for engaging in protected activity under 31 U.S.C. §3730(h). As a consequence of Defendant's violations of §3730(h), Relator has been damaged substantially in amounts to be determined at trial.

**FIRST CLAIM FOR RELIEF**  
(FALSE CLAIMS – 31 U.S.C. §3729(a)(1)(A))

124. The allegations of all paragraphs in this Complaint are incorporated by reference.

125. In performing the acts described above, the DeVry Defendants, individually, by and through their own acts, or through the acts of their agents, servants, officers, and employees, knowingly and/or recklessly presented, or caused to be presented, to an officer or employee of the Government, false or fraudulent claims for payment or approval in violation of 31 U.S.C. §3729(a)(1)(A).

126. The DeVry Defendants represented, warranted, and/or certified, expressly and/or impliedly, to the Government that they would be fully compliant with all agreements, statutes, and regulations relating to the receipt of Government funds, including GI Bill funds, TA funds, and Title IV funds. Based upon Defendants' false express and implied certifications and representations, the Government approved and made payments on these false claims.

127. Defendants RecruitMilitary and Bradley-Morris knowingly and/or recklessly assisted and facilitated such false claims by helping or causing such false claims to be presented.

128. The United States, unaware of the falsity of the records and/or statements, made or caused to be made by Defendants, paid claims that it would not have paid if the truth had been known.

129. As a result of the Defendants' fraudulent conduct, the United States has been damaged in amounts to be determined at trial.

130. Additionally, the United States is entitled to recover the maximum civil penalties under the False Claims Act for each violation of 31 U.S.C. §3729 by the Defendants, as provided by law.

**SECOND CLAIM FOR RELIEF**  
(FALSE STATEMENTS – 31 U.S.C. §3729(a)(1)(B))

131. The allegations of all paragraphs in this Complaint are incorporated by reference.

132. In performing the acts described above, Defendants, individually, by and through their own acts, or through the acts of their agents, servants, officers, and employees, knowingly and/or recklessly made, used, or caused to be made or used, false records or statements to get false or fraudulent claims paid or approved by the Government in violation of 31 U.S.C. §3729(a)(1)(B).

133. The DeVry Defendants represented, warranted, and/or certified, expressly and/or impliedly, to the Government that they would be fully compliant with all agreements, statutes, and regulations relating to the receipt of Government

funds, including GI Bill funds, TA funds, and Title IV funds. Based upon Defendants' false express and implied certifications and representations, the Government approved and made payments on these false claims.

134. Defendants RecruitMilitary and Bradley-Morris knowingly and/or recklessly assisted and facilitated the making or use of false records or statements material to such false or fraudulent claims by helping or causing such false claims to be presented.

135. The United States, unaware of the falsity of the records and/or statements, made or caused to be made by Defendants, paid claims that it would not have paid if the truth had been known.

136. As a result of the Defendants' fraudulent conduct, the United States has been damaged in amounts to be determined at trial.

137. Additionally, the United States is entitled to recover the maximum civil penalties under the False Claims Act for each violation of 31 U.S.C. §3729 by the Defendants, as provided by law.

**THIRD CLAIM FOR RELIEF**  
**(CONSPIRACY TO COMMIT VIOLATIONS OF THE**  
**FALSE CLAIMS ACT – 31 U.S.C. §3729(a)(1)(C))**

138. The allegations of all paragraphs in this Complaint are incorporated by reference.

139. In performing the acts described above, Defendants, individually, by and through their own acts, or through the acts of their agents, servants, officers, and employees, knowingly conspired, confederated, and agreed to violate the False Claims Act by making, using, or causing to be made or used, false records or statements to get false or fraudulent claims paid or approved by the Government in violation of 31 U.S.C. §3729(a)(1)(B).

140. Defendants conspiracy including having represented, warranted, and/or certified, expressly and/or impliedly, to the Government that they would be fully compliant with all agreements, statutes, and regulations relating to the receipt of Government funds, including GI Bill funds, TA funds, and Title IV funds. Based upon Defendants' false express and implied certifications and representations, the Government approved and made payments on these false claims.

141. As a result of the Defendants' conduct, the United States has been damaged in an amount to be determined at trial.

142. Additionally, the United States is entitled to recover the maximum civil penalties under the False Claims Act for each violation of 31 U.S.C. §3729 by the Defendants, as provided by law.



**FOURTH CLAIM FOR RELIEF**  
(REVERSE FALSE CLAIMS – 31 U.S.C. §3729(a)(1)(G))

143. The allegations of all paragraphs in this Complaint are incorporated by reference.

144. In performing the acts described above, the DeVry Defendants, individually, and by and through their own acts, or through the acts of their agents, servants, officers, and employees, knowingly made, used, or caused to be made or used, false records or statements to conceal the obligation to reimburse the Government for monies improperly retained, in violation of 31 U.S.C. §3729(a)(1)(G).

145. Through the DeVry Defendants' actions of improperly retaining government funds to which they were not entitled, the United States has been deprived of the use of these monies and is entitled to recover damages in amounts to be determined at trial.

146. Additionally, the United States is entitled to recover the maximum civil penalties under the False Claims Act for each violation of 31 U.S.C. §3729 by the Defendants, as provided by law.

**FIFTH CLAIM FOR RELIEF**  
(RETALIATION – 31 U.S.C. §3730(h))

147. The allegations of all paragraphs in this Complaint are incorporated

by reference.

148. In performing the acts described above, Defendant DeVry, individually, and by and through its own acts, or through the acts of its agents, servants, officers, and employees, unlawfully retaliated against Relator in violation of 31 U.S.C. §3730(h).

149. Specifically, Defendant DeVry summarily fired Relator for reasons which were pretextual for having engaged in protected activity pursuant to 31 U.S.C. §3730(h). As a result of Defendant DeVry's retaliation, as set forth in this Complaint, Relator has suffered damages in an amount to be proven by the evidence at trial.

### **PRAYER FOR RELIEF**

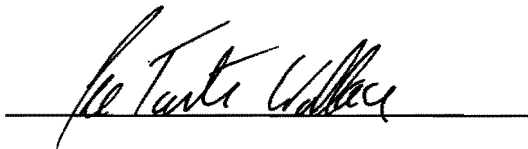
**WHEREFORE**, Relator, on behalf of herself and the United States, prays as follows:

1. That for violations of the False Claims Act, 31 U.S.C. §3729, *et seq.*, this Court enter Judgment against Defendants in an amount equal to three times the amount of damages the United States has sustained because of Defendants' actions, plus civil penalties as provided by law, plus the costs of this action, with interest, including the costs to the United States for its expenses related to this action;

2. That Relator be awarded the maximum amount allowed pursuant to 31 U.S.C. §3730(d), including the costs and expenses of this action and reasonable attorneys' fees;
3. That Defendant be found to have violated and enjoined from future violations of 31 U.S.C. §3730(h);
4. That Relator be awarded all relief to which she is entitled pursuant to 31 U.S.C. §3730(h);
5. That a trial by jury be held on all issues; and
6. That the United States and Relator, receive all relief, both in law and equity, to which they shall be entitled.

Respectfully Submitted,

This the 28<sup>th</sup> day of June, 2018.

A handwritten signature in black ink, reading "Lee Tarte Wallace", is written over a horizontal line.

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*To Be Admitted Pro Hac Vice*

*Counsel for Relator Laura Moriarty*