

DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	DATE FILED: August 22, 2017 2:12 PM CASE NUMBER: 2017CV33036  <p style="text-align: center;"><b>⚠ COURT USE ONLY ⚠</b></p>
<b>Plaintiff(s)</b> ST OF COLO v. <b>Defendant(s)</b> AEQUITAS CAPITAL MGMT INC et al.	
Case Number: 2017CV33036 Division: 409                      Courtroom:	
<b>Order Re: (Proposed) Stipulated Consent Judgment</b>	

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 8/22/2017



JENNIFER BOURN TORRINGTON  
 District Court Judge

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202</p> <hr/> <p>STATE OF COLORADO, ex rel. CYNTHIA H. COFFMAN, ATTORNEY GENERAL</p> <p>Plaintiff,</p> <p>v.</p> <p>AEQUITAS CAPITAL MANAGEMENT INC., AEQUITAS MANAGEMENT LLC, AEQUITAS HOLDINGS LLC, AEQUITAS COMMERCIAL FINANCE LLC, CAMPUS STUDENT FUNDING LLC, CSF LEVERAGE I, LLC, AEQUITAS INCOME OPPORTUNITY FUND, AEQUITAS INCOME PROTECTION FUND,</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>CYNTHIA H. COFFMAN, Attorney General JAY B. SIMONSON, 24077* First Assistant Attorney General Ralph L. Carr Judicial Center 1300 Broadway, 10<sup>th</sup> Floor Denver, CO 80203 Telephone: (720) 508-6000 FAX: (720) 508-6040 *Counsel of Record</p>	<p>Case No. Div.:</p>
<p><b>STIPULATED CONSENT JUDGMENT</b></p>	

Plaintiff, the State of Colorado, upon relation of Cynthia H. Coffman, Attorney General for the State of Colorado has filed, simultaneously with this Stipulated Consent Judgment, a Complaint for a permanent injunction and other relief in this matter pursuant to the Colorado Consumer Protection Act, §§ 6-1-101 *et seq.*, C.R.S. ("CCPA"), alleging Defendants, Aequitas Capital Management Inc., Aequitas Management LLC, Aequitas Holdings LLC, Aequitas Commercial Finance

LLC, Campus Student Funding LLC, CSF Leverage I, LLC, Aequitas Income Opportunity Fund, Aequitas Income Protection Fund, (“Defendants”), committed violations of the CCPA.

Plaintiff and Defendants have agreed to the Court’s entry of this Stipulated Consent Judgment (“Consent Judgment”) without trial or adjudication of any issue of fact or law or finding of wrongdoing or liability of any kind. This Consent Judgment is for settlement purposes only, and it is the intent of the parties that nothing herein shall constitute, or be admissible, in evidence as any admission.

NOW THEREFORE, on the basis of these findings, and for the purpose of effecting this Stipulated Consent Judgment, IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

#### **JURISDICTION**

1. The Court has jurisdiction over the subject matter of this action and of the parties, and venue is proper in this Court.
2. The State’s Complaint sets forth a cause of action against Defendants under the Colorado Consumer Protection Act, §§ 6-1-101 *et seq.*, C.R.S. (“CCPA”).

#### **STIPULATION**

3. This STIPULATED CONSENT JUDGMENT is entered into between the State of Colorado, by the Office of the Attorney General (“State” or “Plaintiff), and Defendants AEQUITAS CAPITAL MANAGEMENT, INC., AEQUITAS MANAGEMENT, LLC, AEQUITAS HOLDINGS, LLC, AEQUITAS COMMERCIAL FINANCE, LLC, CAMPUS STUDENT FUNDING, LLC, CSF LEVERAGE I, LLC, AEQUITAS INCOME OPPORTUNITY FUND, and AEQUITAS INCOME PROTECTION FUND (collectively, “Defendants,” and, together with the State, the “Parties”). This Judgment resolves Plaintiff’s concerns regarding Defendants’ compliance with the CCPA.

## **DEFINITIONS**

4. Whenever the terms listed below are used in this Judgment, the following definitions shall apply:

(a) "Affected Consumers" means all consumers who were Borrowers of Aequitas Genesis Loans and have remaining unpaid amounts on such loans as of the Record Date.

(b) "Active Aequitas Genesis Loans" means, as of the Record Date, all Aequitas Genesis Loans, with the exception of Defaulted Genesis Loans and Aequitas Closed School Loans.

(c) "Defendants" means Aequitas Capital Management, Inc., Aequitas Management, LLC, Aequitas Holdings, LLC, Aequitas Commercial Finance, LLC, Campus Student Funding, LLC, CSF Leverage I, LLC, Aequitas Income Opportunity Fund, and Aequitas Income Protection Fund, as named in the Complaint.

(d) "Aequitas Genesis Loan" means any private student loan referred to in the Complaint as either a Genesis loan or EducationPlus loan, which was made to a Borrower to pay for tuition, cost of living expenses, or fees to attend a Corinthian school, and which as of the Record Date is still outstanding on the books and records of Defendants in the possession of the Receiver (or on the books and records of servicers of said loans).

(e) "Borrower" means a consumer who was a borrower of an Aequitas Genesis Loan, and his/her/its successors or assigns.

(f) "Closed School Loan" means an Aequitas Genesis Loan to a Borrower who did not graduate or complete his/her course work and who (a) attended one of the Corinthian schools that Corinthian announced on April 27, 2015, would be closed and described on Schedule 1 to this Judgment and was either attending such school when it closed or withdrew from such school on or

after June 1, 2014, or (b) attended one of the Corinthian schools sold to Zenith as denoted on Schedule 2 to this Judgment and whose loan is depicted on a list agreed upon between the Receiver and the State prior to the filing of the Complaint.

(g) “Corinthian” means Corinthian Colleges, Inc., and all predecessors, successors, subsidiaries, affiliates, and parents, including Heald, WyoTech, and Everest Colleges.

(h) “Defaulted Aequitas Genesis Loan” means an Aequitas Genesis Loan that is 270 days or more past due, charged off, or cancelled as of the Record Date.

(i) “Current Payment Amount” is the monthly payment amount designated for each Active Aequitas Genesis Loan in order to keep the account current and non-delinquent.

(j) “Effective Date” means the date on which this Judgment is entered by the Court.

(k) “Re-Amortization Payment Amount” is a new payment amount per month for each Active Aequitas Genesis Loan, calculated based on the principal reduction provided for in paragraph 14 as of the Effective Date such that the Active Aequitas Genesis Loan will be fully paid if the Re-Amortization Payment Amount is paid by the Borrower each month on time, by the end of that loan’s actual or, in the case of loans that have ever been in or are currently in a forbearance plan, estimated remaining term.

(l) “Receiver” means Ronald Greenspan, receiver of Aequitas, named as such in the Receivership Order, or any other receiver that is appointed by a superseding order in the same litigation.

(m) “Receivership Action” means the matter of *SEC v. Aequitas Management, LLC, et al.*, No. 3:16-cv-438(PK), in the Receivership Court.

(n) “Receivership Court” means the United States District Court for the District of Oregon.

(o) “Receivership Order” means the Order Appointing Receiver, Doc. No. 156, in the Receivership Action.

(p) “Record Date” means March 31, 2017.

(q) “Retained Personnel” means the agents of the Receiver, as defined by the Receivership Order.

### **ENJOINED CONDUCT**

Pursuant to the CCPA, Defendants are hereby enjoined as follows:

5. Defendants and their respective officers, agents, servants, employees and attorneys, who have actual notice of this Judgment, whether acting directly or indirectly, may not violate the CCPA, §§ 6-1-101 *et seq.*, C.R.S., including by engaging in deceptive trade practices in connection with lending to students of for-profit schools.

6. Within 30 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, shall obtain the following reports from servicers currently servicing the Aequitas Genesis Loans, with data as of the Record Date. Upon obtaining such reports, the Defendants or the Receiver on behalf of the Defendants shall provide copies of them to the State. The following reports are to be obtained, to the extent the specified loan-level data are available:

(a) A report of all Aequitas Genesis Loans including for each such Aequitas Genesis Loan, the amount of principal, interest, fees, and any other amount due and owing as of the Record Date on such Aequitas Genesis Loan, the associated Borrower’s name, a unique identifying number, and most currently available postal address, phone number, and email address.

(b) A report of all Active Aequitas Genesis Loans including for each such Active Aequitas Genesis Loan, the amount of principal, interest, fees,



and any other amount due and owing as of the Record Date on such Active Aequitas Genesis Loan, the associated Borrower's name, a unique identifying number, and most currently available postal address, phone number, and email address.

(c) A report of all Defaulted Aequitas Genesis Loans, including for each such Defaulted Aequitas Genesis Loan, the amount of principal, interest, fees, and any other amount due and owing as of the Record Date on such Defaulted Aequitas Genesis Loan, the associated Borrower's name, a unique identifying number, and most currently available postal address, phone number, and email address.

(d) A report of all Closed School Loans, including for each such Closed School Loan, the amount of principal, interest, fees, and any other amount due and owing as of the Record Date on such Closed School Loan, the associated Borrower's name, a unique identifying number, and most currently available postal address, phone number, and email address.

7. For each Closed School Loan, Defendants, and the Receiver on behalf of Defendants, are permanently restrained and enjoined as of the Effective Date from the following:

(a) Engaging in any collection activity with respect to each such Closed School Loan; however, Defendants will not be regarded as in violation of this Judgment if they send out routine statements or notices that could be considered collection activity within 20 days after the Effective Date;

(b) Accepting any future payment on any such Closed School Loan, including any future payment made in connection with any statement or notice permitted by subparagraph (a), provided, however, that in the event that such a payment is discovered to be accepted and processed, Defendants, or the Receiver acting on Defendants' behalf, will return the payment to the

Borrower within a reasonable time; and

(c) Reselling, transferring, or assigning any such Closed School Loan.

8. For each Defaulted Aequitas Genesis Loan, Defendants, and the Receiver on behalf of Defendants, are permanently restrained and enjoined as of the Effective Date from the following:

(a) Engaging in any collection activity with respect to each such Defaulted Aequitas Genesis Loan; however, Defendants will not be regarded as in violation of this Judgment if they send out routine statements or notices that could be considered collection activity within 20 days after the Effective Date;

(b) Accepting any future payment on any such Defaulted Aequitas Genesis Loan, including any future payment made in connection with any statement or notice permitted by subparagraph (a), provided, however, that in the event that such a payment is discovered to be accepted and processed, Defendants, or the Receiver acting on Defendants' behalf, will return the payment to the Borrower within a reasonable time; and

(c) Reselling, transferring, or assigning any such Defaulted Aequitas Genesis Loan.

9. For each Active Aequitas Genesis Loan, Defendants, and the Receiver on behalf of Defendants, are permanently restrained and enjoined as of the Effective Date from the following:

(a) Reselling, transferring, or assigning any such Active Aequitas Genesis Loan, unless the following:

(i) Defendants, or the Receiver on behalf of Defendants, ensure that the principal amount of each such loan sold, transferred or



assigned reflects the reduction required in paragraph 14;

(ii) Within five business days of reaching an agreement in principle to sell, transfer or assign any Active Aequitas Genesis Loans, in which the terms have been agreed upon by the parties but the Receiver has not yet sought the authority of the Receivership Court to make such a sale, transfer, or assignment, Defendants, or the Receiver on behalf of Defendants, must provide the State with the following:

Notice of the fact that such agreement in principle has been reached;

The name of the proposed purchaser, transferee or assignee;

The list of Active Aequitas Genesis loans to be sold, transferred or assigned; and

The proposed written agreement memorializing the terms of the proposed sale, transfer, or assignment.

(iii) Within five business days prior to filing a motion seeking court approval for any such sale, transfer or assignment of Active Aequitas Genesis Loans, Defendants, or the Receiver on behalf of Defendants, must provide the State with the following:

Notice of its intention to file any such motion; and

The proposed motion papers, including any attachments thereto;

(iv) Defendants, or the Receiver on behalf of Defendants, ensure that the final agreement memorializing any such sale, transfer or assignment of any Active Aequitas Genesis Loans contains a provision requiring the purchaser, transferee or assignee to adopt or abide by the terms and provisions of this Judgment requiring ongoing

performance for the State;

(b) Any motion seeking approval for any such sale, transfer or assignment of Active Aequitas Genesis Loans shall (1) contain a request to the Receivership Court that the terms of this Judgment requiring ongoing performance for the State shall be enforceable against the purchaser, transferee or assignee; and (2) not seek to sell, transfer or assign such loans free and clear of rights, claims or defenses of any borrower, co-borrower, or guarantor on any such Loan.

10. For each Active Aequitas Genesis Loan, Defendants, and the Receiver on behalf of Defendants, are permanently restrained and enjoined as of 60 days after the Effective Date from the following:

(a) Engaging in any collection activity with respect to each such Active Aequitas Genesis Loan that seeks an amount in principal greater than the amount identified in paragraph 14, including by means of the following:

i. Calculating interest or fees based on a principal amount greater than the amount identified in paragraph 14, however, in the event interest or fees have been calculated on a principal amount greater than the amount identified in paragraph 14, the excess amounts that have been paid by the Borrower will be applied to the Borrower's principal balance unless the Borrower seeks a refund of such improperly charged amounts, in which case the Borrower will be supplied a refund; and

ii. Representing to the Borrower of any such Active Aequitas Genesis Loan that the principal amount owed is greater than the amount identified in paragraph 14.

11. Within 30 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, must request that and use commercially efforts to follow up

with any servicer that furnished trade line information for Aequitas Genesis Loans to credit reporting agencies to furnish deletion codes to said credit reporting agencies to delete such information from subject Borrowers' credit reports. For Borrowers of Active Aequitas Genesis Loans who perform under such Loans after the Effective Date, Defendants, or the Receiver on behalf of Defendants, may direct the servicer to report such performance to credit reporting agencies in accordance with applicable law. For any Borrowers who become or continue to be delinquent or in default after the Effective Date, Defendants, or the Receiver on behalf of Defendants, may direct the servicer to report such Borrowers' status to credit reporting agencies in accordance with applicable law; however, any such reporting shall reflect the balance as modified by this Judgment.

12. Defendants, or the Receiver on behalf Defendants, shall direct any person or entity collecting on Active Aequitas Genesis Loans to fully comply with all applicable requirements of the Colorado Fair Debt Collection Practices Act, Colorado Revised Statutes section 5-16-101 *et seq.*, in any such collection.

### **REMEDICATION AND REDRESS**

13. Within 60 days after the Effective Date, Defendants, or the Receiver on behalf of Defendants, will discharge and cancel all amounts shown as owed in the report provided to the State under paragraph 6, including principal, interest, fees, or any other amounts, in connection with the following:

- (a) All Closed School Loans; and
- (b) All Defaulted Aequitas Genesis Loans.

14. Within 60 days after the Effective Date, Defendants, or the Receiver on behalf of Defendants, shall reduce the principal amount owed as of the Record Date on each Active Aequitas Genesis Loan, as identified in the report provided to the State under paragraph 6, by 55% and discharge and cancel such principal and any accrued and unpaid interest, fees and charges that are 30 or more days past due as

of the Record Date.

15. Defendants, or the Receiver on behalf of Defendants, shall use commercially reasonable efforts to obtain guidance from the Internal Revenue Service indicating that the Receiver is not required to make federal tax filings (including sending 1099 forms to Borrowers) as a result of the debt relief provided in this Order, prior to the time such forms would be required to be sent. If the Receiver, in consultation with his counsel, is satisfied that such guidance is reliable, the Receiver shall not make applicable federal tax filings and shall not send Borrowers 1099 forms.

16. Defendants, or the Receiver on behalf of Defendants, must provide each Borrower of a Closed School Loan and each Borrower of a Defaulted Aequitas Genesis Loan with the following notice within 90 days of the Effective Date. Nothing else but such notice shall be sent in combination with the mailing of this notice and such mailing will be sent to the most recently available postal address as contained on the servicer's system of record. The notice shall contain the following information:

- (a) The outstanding amount that had been owed under each Aequitas Genesis Loan as of the Record Date by such Borrower;
- (b) The fact that each such amount has been reduced, discharged, and canceled in full and such Borrower no longer owes any amounts under his or her Aequitas Genesis Loan;
- (c) The fact that the reduction, discharge, and cancellation of the amounts owed for each such Aequitas Genesis Loan is pursuant to this Judgment;
- (d) The fact that the Borrower will not be subjected to any new debt-collection or credit-reporting activities related to each such Genesis Loan;

(e) Any such reduction, discharge, or cancellation of principal may result in tax liabilities of the borrower to the Internal Revenue Service and state taxing authorities; and

(f) No amounts that were due and owing and were paid prior to the Record Date will be returned to the Borrower.

17. Within 90 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, must provide each Borrower of an Active Aequitas Genesis Loan written notice (as described in paragraph 19) of his/her option to either continue paying the Current Payment Amount on the lowered principal balance or elect to have the loan re-amortized using the lowered principal balance and remaining term of the subject loan, which will result in a Re-Amortization Payment Amount. No such notice is required to a Borrower and no Re-Amortization Payment Amount will be available to a Borrower, however, if such Borrower's Current Payment Amount before re-amortization is less than \$20; in any event, a Borrower's Re-Amortization Payment Amount will not be less than \$20.

18. Each Borrower of an Active Aequitas Genesis Loan will have 90 days from the mailing date of such notice to make his/her election by completing the notice and returning it to Defendants, the Receiver (on behalf of Defendants) or the applicable servicer. If the Borrower does not make such an election, he or she will be required to pay the Current Payment Amount and the loan will not be re-amortized. For Borrowers as to whom Defendants, the Receiver on behalf of Defendants or the applicable servicer timely have received affirmative notice of election of the Re-Amortization Payment Amount, within 30 days following the expiration of the 90-day election period, Defendants, or the Receiver on behalf of Defendants, will re-amortize loans and adjust the monthly payment amount for all future unbilled and un-accrued loan payments to the Re-Amortization Payment Amount. Notwithstanding the foregoing, for any Active Aequitas Genesis Loan which already



has been amended or modified pursuant to a forbearance plan to provide a Borrower with a monthly payment that is less than the applicable Re-Amortization Payment Amount and the Borrower has elected to accept the re-amortization option, Defendants, or the Receiver on behalf of Defendants, shall not be required to adjust the monthly payment until the end of the applicable forbearance period. Defendants, or the Receiver on behalf of Defendants, will adjust the monthly payment to a Re-Amortization Payment Amount based on the principal balance of the Borrower's loan at the end of the applicable forbearance period.

19. Defendants, or the Receiver on behalf of Defendants, must provide each Borrower of an Active Aequitas Genesis Loan with the following notice pursuant to paragraph 17. Nothing else but such notice shall be sent in combination with the mailing of this notice and such mailing will be sent to the most recently available postal address as contained on the servicer's system of record. The notice shall contain the following information:

- (a) Identification information that associates the loan to the Borrower;
- (b) The amount of principal owed as of the Record Date of each Active Aequitas Genesis Loan associated with such Borrower;
- (c) The amount of principal owed for each such Active Aequitas Genesis Loan after the reduction required in paragraph 14 has been applied;
- (d) A statement notifying the Borrower that the principal has been reduced by 55% pursuant to this Judgment;
- (e) A Re-Amortization Payment Amount option whereby the Borrower has 90 days from the mailing date of such notice to inform the servicer of his or her election to opt-in and have his or her loan re-amortized with the minimum monthly payment modified from the Current Payment Amount to a Re-Amortization Payment Amount;



(f) The fact that if the Borrower does not make such an election by the required date, the Current Payment Amount will continue as the amount due on his or her loan each month;

(g) The fact that replacing the Current Payment Amount with the Re-Amortization Payment Amount may reduce the amount such Borrower pays each month but will cost the Borrower more over the life of the loan than if he or she continued with the Current Payment Amount;

(h) The fact that a Borrower's election will not waive any rights, claims or defenses that the Borrower and any co-borrower or guarantor may have with respect to the loan;

(i) The fact that continuing to pay the Current Payment Amount (or more) each month will result in full satisfaction of his or her loan before the payment term has expired, and will cost the Borrower less overall than if he or she elected to use the Re-amortization Payment Amount;

(j) The following specific information individualized for each Borrower on an Active Aequitas Genesis Loan:

(i) The estimated total amount of principal and interest the Borrower will pay if the Borrower pays each current Payment Amount as scheduled, as well as the estimated date of pay-off of the Active Aequitas Genesis Loan under these circumstances;

(ii) The estimated total amount of principal and interest that the Borrower will pay if the Borrower elects his or her option to pay the Re-Amortization Payment Amount and pays such Re-Amortization Payment Amount as scheduled, as well as the estimated date of pay-off of the Active Aequitas Genesis Loan under these circumstances;

(k) Any reduction, discharge, or cancellation of principal may result in tax liabilities of the borrower to the Internal Revenue Service and state

taxing authorities;

(l) A statement notifying the Borrower that, if the Borrower desires, the Borrower at any time may make payments larger than the Re-Amortization Payment Amount, which if the loan is current would result in a shorter payoff period and interest savings;

(m) A statement notifying Borrowers on forbearance plans of their alternative payment options as set forth in paragraph 18;

(n) A statement (1) notifying Borrowers that the relief described does not waive or extinguish any rights, claims, or defenses that the Borrower, any co-signer, or guarantor may have with respect to his or her loan.

20. A proposed form of the notices required by paragraph 16 and 17 shall be provided to the State for its non-objection within 30 days of the Effective Date.

21. Defendants, or the Receiver on behalf of Defendants, shall include no materials other than the notices provided in paragraphs 16 and 17 in any envelope containing such notices, unless Defendants, or the Receiver on behalf of Defendants, has obtained written confirmation from the Colorado Attorney General's Office that the State does not object to the inclusion of such materials.

### **REPORTING REQUIREMENTS**

22. Defendants, or during the pendency of the Receivership, the Receiver on behalf of Defendants, shall notify the State of any development that may affect their obligations arising under this this Judgment, including, but not limited to, the replacement of the Receiver or the filing of any bankruptcy or insolvency proceeding by or against Defendants. Defendants, or the Receiver on behalf of Defendants, must provide this notice at least 30 days before the development or as soon as practicable after learning about the development, whichever is sooner.

23. Within 180 days of the Effective Date, and again one year after the

Effective Date, Defendants, or the Receiver on behalf of Defendants, must submit to the State an accurate written compliance progress report, which, at a minimum shall include the following:

(a) A detailed description of the manner and form in which Defendants, or the Receiver on behalf of Defendants, as applicable, have complied with this Judgment; and

(b) A copy of each Judgment Acknowledgment obtained under paragraphs 24-25, unless previously submitted to the State.

#### **JUDGMENT DISTRIBUTION AND ACKNOWLEDGMENT**

24. Within 15 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, must deliver a copy of this Judgment to each employee or agent of the Receiver who or which is, as of the Effective Date, employed or retained by the Receiver and who or which has responsibilities that extend beyond the Effective Date related to the subject matter of this Judgment.

25. Within 30 days of the Effective Date, the Receiver shall provide a signed and dated statement to the State of the Receiver's compliance with paragraph 24, and shall provide a signed and dated statement from the servicer, or any other third-party service provider tasked with carrying out responsibilities under this Judgment, acknowledging receipt of this Judgment, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*

#### **RECORDKEEPING**

26. Defendants, or the Receiver on behalf of Defendants, must maintain for 3 years from the Effective Date or the duration of the Receivership, whichever is lesser, all documents and records necessary to demonstrate full compliance with this Judgment, including all submissions to the State.

27. Aequitas, or the Receiver on Aequitas's behalf, must make the documents identified in paragraph 26 available to the Colorado Attorney General's Office upon the State's request.

### **NOTICES**

28. Unless otherwise directed in writing by the State, Defendants, or the Receiver on behalf of Defendants, must provide all submissions, requests, communications, or other documents relating to this Judgment in writing, with the subject line *Colorado v. Aequitas Capital Management, Inc.*, and shall be sent both by a nationally recognized overnight-courier service and by email to the named person (or such other person who may be designated by the relevant party from time to time) at the following address:

Jay B. Simonson  
First Assistant Attorney General  
Colorado Attorney General's Office  
1300 Broadway, 7<sup>th</sup> Fl.  
Denver, CO 80237  
jay.simonson@coag.gov

### **COOPERATION**

29. Defendants, or during the pendency of the Receivership, the Receiver on behalf of Defendants, will cooperate fully with the State as necessary to achieve the goals and carry out the requirements of this Judgment.

30. Defendants, or during the pendency of the Receivership, the Receiver on behalf of Defendants, will cooperate fully to help the State to determine the identity and the location of, and the relief provided pursuant to this Judgment for each Affected Consumer, from the information within Defendants' or the Receiver's possession and control or a servicer's system of record

### **MODIFICATIONS TO NON-MATERIAL REQUIREMENTS**

31. Defendants, or the Receiver on behalf of Defendants, in carrying out the provisions of this Judgment, are permitted to make such adjustments to loan

balance amounts, accrual of interest and Borrower payment amounts and process refunds to Borrowers (including providing Borrower refunds or reimbursements not expressly required by this Judgment) as may be necessary to assure compliance with this Judgment, but in any event in a manner that is fair and transparent to Borrowers subject to such adjustments and in a manner that is otherwise in compliance with this Judgment.

32. Any time limits for performance fixed by this Judgment may be extended by mutual written agreement of the parties (or, as applicable, the Receiver) and without further Court approval. Additionally, details related to the administration of paragraphs 22-30 of this Judgment may be modified by written agreement of the parties (or, as applicable, the Receiver) and without further Court approval. Any other modifications to this Judgment may be made only upon approval of the Court, upon motion by any party.

#### **RELEASE**

33. The State releases and discharges Defendants from all potential liability for law violations that the State has or might have asserted based on the practices described in the Complaint, to the extent such practices occurred before the Effective Date and the State knows about them as of the Effective Date. This release shall be construed to benefit Defendants and their legal successors and assigns only, and shall not be construed to create any third-party beneficiary rights or to discharge the liability of any entity or person other than Defendants. The State may use the practices described in this Judgment in future enforcement actions against Defendants, including, without limitation, to establish a pattern or practice of violations or a continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the State to determine and ensure compliance with the Judgment, or to seek penalties for any violation of the Judgment.



### **LIMITATION OF LIABILITY UNDER RECEIVERSHIP ORDER**

34. The State makes no allegations against the Receiver, but only against Defendants. The Receiver is obligated under this Judgment for the sole purpose of acting on behalf of the Defendants to grant certain monetary relief from the assets of the Receivership and to perform certain obligations to the State set forth in this Judgment. Defendants neither admit nor deny any allegation in the Complaint, except that for purposes of this Judgment, Defendants admit the facts necessary to establish the Court's jurisdiction over Defendants and the subject matter of this action.

35. Notwithstanding any other terms, conditions, or provisions of this Judgment, pursuant to the Receivership Order, the Receiver and the Retained Personnel are entitled to rely on all outstanding rules of law and the orders of the Receivership Court and shall not be liable to any person or party (including, without limitation, the State) for their own good-faith compliance with this Judgment. Under the Receivership Order, in no event shall the Receiver or Retained Personnel be liable to any person or party (including, without limitation, the State) for their good-faith compliance with their duties and responsibilities as Receiver or Retained Personnel, nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted by them except upon a finding by the Receivership Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties.

### **RETENTION OF JURISDICTION**

36. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Judgment.

37. The clerk is ordered to enter this Judgment forthwith.



**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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District Court Judge  
City and County of Denver  
State of Colorado

Attachment to Order - 2017CV33036

**AGREED HERETO BY THE PARTIES:**

FOR DEFENDANTS

THE RECEIVER

---

By: Ronald F. Greenspan  
Its:

FOR PLAINTIFF

STATE OF COLORADO

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Jay B. Simonson  
First Assistant Attorney General  
Consumer Fraud Unit  
Colorado Attorney General's Office  
1300 Broadway  
Denver, CO 80202  
Phone: 720-508-6205  
jay.simonson@coag.gov

Attachment to Order - 2017CV33036

**AGREED HERETO BY THE PARTIES:**

FOR DEFENDANTS

THE RECEIVER

---

By: Ronald F. Greenspan  
Its:

FOR PLAINTIFF

STATE OF COLORADO



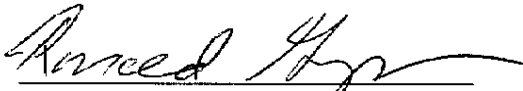
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Jay B. Simonson  
First Assistant Attorney General  
Consumer Fraud Unit  
Colorado Attorney General's Office  
1300 Broadway  
Denver, CO 80202  
Phone: 720-508-6205  
jay.simonson@coag.gov

**AGREED HERETO BY THE PARTIES:**

FOR DEFENDANTS

THE RECEIVER



By: Ronald F. Greenspan

Its: *Receiver*

FOR PLAINTIFF

STATE OF COLORADO

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Jay B. Simonson  
First Assistant Attorney General  
Consumer Fraud Unit  
Colorado Attorney General's Office  
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**Schedule 1**

**Corinthian Closed School OPEID List (Per the Department of Education Listing)**

OPEID	School Name	Location	Street Address	City	State	Corinthian School #
809000	Everest College	Everest College	2215 Mission Road	Alhambra	CA	180
1110700	Everest College	Everest College	511 North Brookhurst Street	Anaheim	CA	171
1112300	Everest College	Everest College	1045 Wt Redondo Beach Blvd	Gardena	CA	186
3072300	Everest College	Everest College	1460 S. Milliken Ave	Ontario	CA	245
449400	Everest College	Everest College	217 E. Club Center Drive, Ste A	San Bernardino	CA	182
449401	Everest College - Santa Ana	Everest College - Santa Ana	500 West Santa Ana Boulevard	Santa Ana	CA	172
449402	Everest College - Ontario	Everest College - Ontario	1819 South Excise Avenue	Ontario	CA	564
481100	Everest Institute	Everest Institute	1630 Portland Avenue	Rochester	NY	692
1110900	Everest College	Everest College	18040 Sherman Way	Reseda	CA	173
2295000	Everest College	Everest College	10400 North 25th Avenue	Phoenix	AZ	575, 975
2295002	Everest College	Everest College	5416 East Baseline	Mesa	AZ	576
3195400	Everest College	Everest College	1231 Cabrillo Avenue	Torrance	CA	155
723400	Heald College	Heald College	875 Howard Street	San Francisco	CA	11101
723401	Heald College - Honolulu	Heald College - Honolulu	1500 Kapliolani Boulevard	Honolulu	HI	11136
723402	Heald College	Heald College	6035 Northeast 78th Court	Portland	OR	11138
723403	Heald College - Kaneoche MCB	Heald College - Kaneoche MCB	Bldg 220, 5th St. Marine Corps	Kaneohe	HI	Unable to Identify
723404	Heald College - Concord	Heald College - Concord	5130 Commercial Circle	Concord	CA	11103, 11199
723405	Heald College - Milpitas	Heald College - Milpitas	341 Great Mall Parkway	Milpitas	CA	11105
723406	Heald College - Hayward	Heald College - Hayward	25500 Industrial Boulevard	Hayward	CA	11104
723407	Heald College - Modesto	Heald College - Modesto	5260 Pirrone Court	Salida	CA	11115
723408	Heald College - Roseville	Heald College - Roseville	Seven Sierra Gate Plaza	Roseville	CA	11156
723409	Heald College - Salinas	Heald College - Salinas	1450 North Main Street	Salinas	CA	11109
723410	Heald College - Stockton	Heald College - Stockton	1605 East March Lane	Stockton	CA	11114
723411	Heald College - Rancho Cordova	Heald College - Rancho Cordova	2910 Prospect Park Drive	Rancho Cordova	CA	11111
723412	Heald College - Fresno	Heald College - Fresno	255 West Bullard	Fresno	CA	11112
723413	Heald College - Fresno Satellite	Heald College - Fresno Satellite	255 East River Park Circle	Fresno	CA	11112
719000	WyoTech	WyoTech	200 Whitney Place	Fremont	CA	412
1287300	WyoTech	WyoTech	2161 Technology Place	Long Beach	CA	274
1287301	WyoTech	WyoTech	3000 S Robertson BLVD #300	Los Angeles	CA	Unable to Identify
1287302	WyoTech	WyoTech	12801 Crossroads Pkwy South	City of Industry	CA	Unable to Identify

**Schedule 2**

<b>Zenith Closed School OPEID List</b>						<b>Corinthian</b>
<b>OPEID</b>	<b>SCHOOL NAME</b>	<b>LOCATION</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>"Zenith" School #</b>
2100401	EVEREST INSTITUTE	EVEREST INSTITUTE - KALAMAZOO	5177 WEST MAIN STREET	KALAMAZOO	MI	347
982809	EVEREST INSTITUTE	EVEREST INSTITUTE - CHELSEA	70 EVERETT AVENUE	CHELSEA	MA	315
2300105	EVEREST COLLEGE	EVEREST COLLEGE - EARTH CITY	3420 RIDER TRAIL SOUTH	EARTH CITY	MO	377
2617507	EVEREST COLLEGE	EVEREST COLLEGE - EVEREST INSTITUTE - BENSALEM	3050 TILLMAN DRIVE	BENSALEM	PA	Unable to Identify
2100402	EVEREST INSTITUTE	EVEREST INSTITUTE - EVEREST COLLEGE	8585 BROADWAY SUITE 200	MERRILLVILLE	IN	349
2100400	EVEREST INSTITUTE	EVEREST INSTITUTE	1750 WOODWORTH STREET NORTHEAST	GRAND RAPIDS	MI	345
2298501	EVEREST COLLEGE	EVEREST COLLEGE - FORT WORTH	5237 NORTH RIVERSIDE DRIVE SUITE 200	FORT WORTH	TX	613
149911	EVEREST UNIVERSITY	EVEREST UNIVERSITY - EVEREST COLLEGE - MERRIONETTE PARK	11560 SOUTH KEDZIE AVENUE	MERRIONETTE PARK	IL	344
2298500	EVEREST COLLEGE	EVEREST COLLEGE	3280 WEST 3500 SOUTH	SALT LAKE CITY	UT	572
450301	EVEREST COLLEGE	EVEREST COLLEGE - MCLEAN	8620 WESTWOOD CENTER DRIVE	VIENNA	VA	626
1185802	EVEREST COLLEGE	EVEREST COLLEGE - BURR RIDGE	6880 NORTH FRONTAGE ROAD SUITE 400	BURR RIDGE	IL	343
1185800	EVEREST COLLEGE	EVEREST COLLEGE	9811 WOODS DRIVE SUITE 200	SKOKIE	IL	341
1185803	EVEREST COLLEGE	EVEREST COLLEGE - MELROSE PARK	1101 WEST NORTH AVENUE SUITE 1	MELROSE PARK	IL	Unable to Identify
982810	EVEREST INSTITUTE	EVEREST INSTITUTE - EVEREST COLLEGE- BEDFORD PARK	7414 SOUTH CICERO AVENUE	BEDFORD PARK	IL	Unable to Identify
709100	EVEREST INSTITUTE	EVEREST INSTITUTE	100 FORBES AVENUE KOSSMAN BUILDING SUITE 1200	PITTSBURGH	PA	656
450701	EVEREST COLLEGE	EVEREST COLLEGE- EVEREST COLLEGE AURORA	14280 EAST JEWELL AVENUE SUITE 100	AURORA	CO	509
982806	EVEREST INSTITUTE	EVEREST INSTITUTE - JONESBORO	6431 TARA BOULEVARD	JONESBORO	GA	353
2606200	EVEREST COLLEGE	EVEREST COLLEGE	981 POWELL AVENUE SW SUITE 200	RENTON	WA	116
982801	EVEREST INSTITUTE	EVEREST INSTITUTE- DEARBORN	23400 MICHIGAN AVENUE SUITE 200	DEARBORN	MI	337
907901	EVEREST COLLEGE	EVEREST COLLEGE	STONEMILL CENTER SUITE 130 120 NORTHEAST 136TH AVENUE	VANCOUVER	WA	548
907900	EVEREST COLLEGE	EVEREST COLLEGE	600 SW 10TH AVENUE SUITE 400	PORTLAND	OR	547
2617509	EVEREST COLLEGE	EVEREST COLLEGE	NORTHGATE MERIDIAN BUILDING 2111 NORTH NORTHGATE WAY SUITE 300	SEATTLE	WA	390
2300106	EVEREST COLLEGE	EVEREST COLLEGE	155 WASHINGTON AVENUE SUITE 200	BREMERTON	WA	397
149908	EVEREST UNIVERSITY	EVEREST UNIVERSITY - LAKELAND	995 EAST MEMORIAL BOULEVARD	LAKELAND	FL	765
149912	EVEREST UNIVERSITY	EVEREST UNIVERSITY - EVEREST COLLEGE - KANSAS CITY	1740 WEST 92ND STREET	KANSAS CITY	MO	320