

**IN THE CIRCUIT COURT OF THE  
THIRTEENTH JUDICIAL CIRCUIT  
IN HILLSBOROUGH COUNTY, FLORIDA  
- CIVIL DIVISION -**

**OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA,  
DEPARTMENT OF LEGAL AFFAIRS,**

Plaintiff,

v.

**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, LLC, and  
AEQUITAS INCOME PROTECTION  
FUND, LLC,**

Defendants.

**CASE NO: 2017-CA-007977**

**CONSENT FINAL JUDGMENT**

Plaintiff, Office of the Attorney General, State of Florida, Department of  
Legal Affairs (“Attorney General”), by and through the undersigned counsel, 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, LLC,  
and Aequitas Income Protection Fund, LLC (collectively, “Defendants”), by and

through the undersigned Receiver, stipulate and agree to the entry of this Consent Final Judgment (“Judgment”) by the Court without the taking of proof and without trial or adjudication of any fact or law, and the Court having reviewed the Judgment to resolve the allegations of the Complaint filed in this matter pursuant to Florida’s Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, (“FDUTPA”) and upon consideration of the papers filed and consent of the parties hereto, **IT IS HEREBY ORDERED AND ADJUDGED:**

1. This Court has jurisdiction over the allegations and subject matter of the Attorney General’s Complaint filed in this action, and the parties to this action; venue is proper in this County; and this Court has jurisdiction to enter this Judgment. This Judgment is entered under and subject to provisions of FDUTPA.

**I. FINDINGS**

2. The parties agree to entry of this Judgment to settle and resolve all matters in dispute arising from the conduct of Defendants alleged in the Complaint.

3. The Attorney General 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 Attorney General 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.

4. The loan reductions, discharges, and cancellations described in this Judgment are based on alleged infirmities that relate back to the original sale of educational services by Corinthian Colleges, Inc. and are for the purpose of correcting alleged unlawful business practices by the Defendants, including alleged unfair and deceptive acts and practices.

5. Defendants waive service and waive all rights to seek judicial review or otherwise challenge or contest the validity of this Judgment. Each party will bear its own costs and expenses, including, without limitation, attorneys' fees.

6. Entry of this Judgment is in the public interest.

## II. DEFINITIONS

7. The following definitions shall apply for purposes of this Judgment:

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, LLC; and Aequitas Income Protection Fund, LLC, as named in the Complaint.

D. “Aequitas Genesis Loan” means any private student loan referred to in the Complaint as either a Genesis Loan Program 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 Attorney General 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 19 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.

### **III. OVERVIEW AND BACKGROUND**

8. The Attorney General commenced this civil action on August 23, 2017, to obtain consumer redress, injunctive relief, and other relief, from the Defendants. The Complaint alleges violations of FDUTPA in connection with Defendants’ funding, purchasing, and maintaining loans made to students at Corinthian. Specifically, the Complaint alleges Defendants funded and maintained the private student-loan program offered to Corinthian students as part of a scheme to allow Corinthian to present a façade of compliance with state and federal laws requiring that a certain portion of a for-profit school’s revenue come from sources

other than federal student aid. The Complaint also alleges that Defendants profited from this scheme, and in doing so, took unreasonable advantage of Corinthian's student borrowers who were unaware of the scheme associated with this loan program, and therefore were unable to protect their interests in taking out such loans.

9. The United States Securities and Exchange Commission commenced the Receivership Action in the Receivership Court on March 10, 2016, to, among other things, obtain injunctive relief against Defendants for violation of certain federal securities laws, and place Defendants and certain other related parties in receivership for purposes of orderly liquidation. The Receivership Court entered a preliminary injunction against Defendants on March 14, 2016, and by Order dated April 14, 2016, appointed the Receiver for Defendants and certain other related parties. Pursuant to the Receivership Order, the Receiver has the power and authority to enter into this Judgment and to perform certain duties set forth in this Judgment during the pendency of the Receivership.

#### **IV. CONDUCT PROVISIONS**

10. Defendants and their respective officers, agents, servants, employees and attorneys, who have actual notice of this Judgment, whether acting directly or indirectly, shall not violate FDUTPA, including in connection with lending to students of for-profit schools.

11. 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 Attorney General. 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.

12. 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.

13. 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.

14. 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 19;

ii. Within 5 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 Attorney General with the following:

1. Notice of the fact that such agreement in principle has been reached;
2. The name of the proposed purchaser, transferee or assignee;
3. The list of Active Aequitas Genesis loans to be sold, transferred or assigned; and
4. The proposed written agreement memorializing the terms

of the proposed sale, transfer, or assignment.

iii. Within 5 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 Attorney General with the following:

1. Notice of its intention to file any such motion; and
2. 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 Attorney General;

B. Any motion seeking approval for any such sale, transfer or assignment of Active Aequitas Genesis Loans shall (1) contain a request to the Court that the terms of this Judgment requiring ongoing performance for the Attorney General 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.

15. 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 19, including by means of the following:

i. Calculating interest or fees based on a principal amount greater than the amount identified in paragraph 19, however, in the event interest or fees have been calculated on a principal amount greater than the amount identified in paragraph 19, 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 19.

16. Within 30 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, must request that and use best 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.

17. 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 Florida Fair Debt Collection Practices Act, Chapter 559, Part VI, Florida Statutes, in any such collection.

## **V. REMEDIATION AND REDRESS**

18. 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 Attorney General under paragraph 11, 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.

19. 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 Attorney General under paragraph 11, 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.

20. Defendants, or the Receiver on behalf of Defendants, shall use commercially reasonable efforts to obtain written guidance or other assurance 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 under this Judgment, prior to the time such forms would be required to be sent. If the Receiver, in consultation with his counsel, determines that he may lawfully rely upon the Internal Revenue Service's guidance and proceed accordingly, the Receiver shall not make applicable tax filings and shall not send Borrowers 1099 forms.

21. 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 Effective 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 Effective Date will be returned to the Borrower.

22. 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 24) 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.

23. 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.

24. Defendants, or the Receiver on behalf of Defendants, must provide each Borrower of an Active Aequitas Genesis Loan with the following notice pursuant to in paragraph 22. 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 Effective 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 19 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 23;

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-borrower, or guarantor may have with respect to his or her loan; and (2) directing Borrowers that for legal advice or representation, the Borrower may wish to contact a local legal-aid office, and for a lawyer referral, the Borrower may visit The Florida Bar Lawyer Referral Service at <https://www.floridabar.org/public/lrs/> or call (800) 342-8011;

O. Notice of contact information for the Attorney General at [myfloridalegal.com](http://myfloridalegal.com) or 1-866-966-7226; and

P. Notice of contact information for the servicer of the Borrower's loans, for inquiries about collection, servicing and discharge of loans and related questions.

25. A proposed form of the notices required by paragraph 22 and 24 shall be provided to the Attorney General for their non-objection within 30 days of the Effective Date.

26. Defendants, or the Receiver on behalf of Defendants, shall include no materials other than the notices provided in paragraphs 22 and 24 in any envelope

containing such notices, unless Defendants, or the Receiver on behalf of Defendants, has obtained written confirmation that the Attorney General does not object to the inclusion of such materials.

## **VI. REPORTING REQUIREMENTS**

27. Defendants, or during the pendency of the Receivership, the Receiver on behalf of Defendants, shall notify the Attorney General of any development that may affect their obligations arising under 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.

28. 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 Attorney General 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 Section VII, unless previously submitted to the Attorney General.

## **VII. JUDGMENT DISTRIBUTION AND ACKNOWLEDGEMENT**

29. 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.

30. Within 30 days of the Effective Date, the Receiver shall provide a signed and dated statement to the Attorney General of the Receiver's compliance with paragraph 28, 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.

## **VIII. RECORDKEEPING**

31. 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 Attorney General.

32. Aequitas, or the Receiver on Aequitas's behalf, must make the documents identified in paragraph 31 available to the Attorney General upon the

Attorney General's request.

## **IX. NOTICES**

33. Unless otherwise directed in writing by the Attorney General, Defendants, or the Receiver on behalf of Defendants, must provide all submissions, requests, reports, communications, or other documents relating to this Judgment in writing, with the subject line *Office of the Attorney General, State of Florida v. Aequitas Management, LLC*, 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:

Julia Harris  
Assistant Chief Assistant Attorney General  
Office of the Attorney General  
State of Florida  
Department of Legal Affairs  
3507 East Frontage Road #325  
Tampa, Florida 33607  
[Julia.Harris@myfloridalegal.com](mailto:Julia.Harris@myfloridalegal.com)

## **X. COOPERATION WITH THE ATTORNEY GENERAL**

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

35. Defendants, or during the pendency of the Receivership, the Receiver



on behalf of Defendants, will cooperate fully to help the Attorney General 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.

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

36. Notwithstanding the provisions relating to continued jurisdiction, 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 Sections VI through X of this Order may be modified by written agreement of the parties (or, as applicable, the Receiver) and without further Court approval. Any other modifications to this Order may be made only upon approval of the Court, upon motion by any party.

## **XII. RES JUDICATA EFFECT**

37. This Judgment shall have res judicata effect and shall resolve any claim by the Attorney General against Defendants that the Attorney General has or might have asserted based on the acts or practices described in the Complaint, to the extent such acts or practices occurred before the Effective Date and the

Attorney General know about them as of the Effective Date. The Attorney General may use the acts or practices described in this Judgment in future enforcement actions against Defendants, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. Nothing herein precludes or affects any right of the Attorney General to determine and ensure compliance with this Judgment, or to seek penalties for any violations of this Judgment.

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

38. 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 Attorney General) 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 Attorney General) 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.


**XIV. COMPLIANCE WITH ALL LAWS**

39. Nothing in this Stipulated Final Judgment shall be construed as relieving Defendants of their respective obligations to comply with all State and federal laws, regulations, or rules or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

**XV. RETENTION OF JURISDICTION**

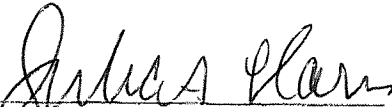
40. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Judgment.

**IT IS SO ORDERED** in Hillsborough County on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.


  
17-CA-007977 8/24/2017 1:51:37 PM  
17-CA-007977 8/24/2017 1:51:37 PM

\_\_\_\_\_  
Circuit Court Judge

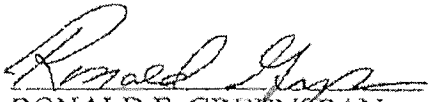
JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

  
Julia A. Harris  
Assistant Chief Assistant Attorney General  
Florida Bar No.: 884235  
Office of the Attorney General  
State of Florida  
Department of Legal Affairs

Dated: 8/22/17

  
Patricia Connors  
~~Acting~~ Chief Deputy  
Office of the Attorney General  
State of Florida  
Department of Legal Affairs  
  
on behalf of the Attorney General

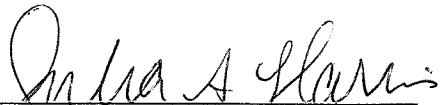
Dated: 8/22/17

  
RONALD F. GREENSPAN  
Receiver for Defendants

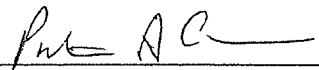
Dated: 8-21-17

On behalf of the Defendants

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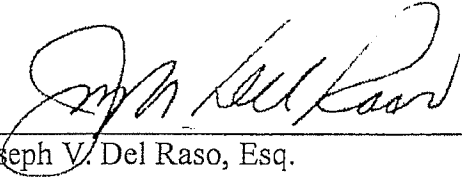
  
 \_\_\_\_\_  
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Dated: 8/22/17

  
 \_\_\_\_\_  
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Date: 8/22/17

On behalf of the Attorney General



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Date: 8-21-17

on behalf of Receiver for Defendants.

**Schedule 1**

OEID	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	195
723400	Heald College	Heald College	875 Howard Street	San Francisco	CA	11101
723401	Heald College - Honolulu	Heald College - Honolulu	1500 Kapiolani 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**

OPED	SCHOOL NAME	LOCATION	ADDRESS	CITY	STATE	Corinthian "Zenith" School #
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 - BENSLEM	3050 TILLMAN DRIVE	BENSLEM	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	333
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	STONEWELL 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