

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

2017- AVC-16-C

**IN THE MATTER OF:**

**Ronald F. Greenspan, Receiver for 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 II, LLC and Aequitas Income Protection Fund, LLC**

**Investigation # 2017-CONSL-00000411**

**ASSURANCE OF VOLUNTARY COMPLIANCE/  
ASSURANCE OF VOLUNTARY DISCONTINUANCE**

This Assurance of Voluntary Compliance/Assurance of Voluntary Discontinuance (“Settlement” or “Assurance”) is entered into between the States of Connecticut, Illinois, Iowa, Kentucky, New York, Pennsylvania, Texas, and Washington (the “States” or individually, a “State”), acting through their respective Attorney General, Departments of Justice, or Offices of Consumer Protection (“Attorneys General”) and Ronald F. Greenspan, the duly appointed Receiver of Aequitas Management, LLC, *et al.*, pursuant to the Order Appointing Receiver dated April 14, 2016 (the “Receivership Order”) in Securities and Exchange Commission v. Aequitas Management, LLC *et al.*, Case No. 3:16-cv-00438-PK, United States District Court for the District of Oregon (the “Receivership Court”), to settle concerns that conduct of 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 II, LLC and Aequitas Income Protection Fund, LLC (collectively, the “Aequitas Parties”) violated Sections 1031 and 1036 of the Dodd-Frank Act (12 U.S.C. §§ 5531

and 5536), relating to unfair, deceptive or abusive acts or practices, and the States' consumer protection laws relating to unfair and deceptive business acts and practices. The States and the Receiver (on behalf of the Aequitas Parties) have agreed to execute this Assurance for the purposes of settlement only.

**I. BACKGROUND**

- A. The Securities and Exchange Commission commenced its receivership action in the Receivership Court on March 10, 2016 to, among other things, obtain injunctive relief against the Aequitas Parties and certain of their principals and affiliates for violation of certain federal securities laws and place the Aequitas Parties and certain other related parties in receivership for purposes of orderly liquidation (referred to herein as the "Receivership Action"). The Receivership Court entered a preliminary injunction against the Aequitas Parties and certain other related parties on March 15, 2016 and appointed Ronald F. Greenspan as interim receiver, and by the Receivership Order appointed the Receiver for the Aequitas Parties and certain other related parties. Pursuant to the Receivership Order, the Receiver has the power and authority to enter into this Assurance with the Attorneys General and to perform certain duties set forth in this Assurance during the pendency of the Receivership.
- B. This Assurance is the result of the Receiver working cooperatively with the Attorneys General of the States.
- C. Each of the States has enacted a statute relating to unfair and deceptive business acts and practices, as depicted on Schedule 1 attached hereto and incorporated herein by reference ("State Laws"), and in addition each states is empowered to

enforce the Consumer Financial Protection Act (“CFPA”) pursuant to 12 U.S.C. 5552.

D. The Attorneys General initiated an investigation of the relationship between Corinthian Colleges, Inc. (“Corinthian”) and the Aequitas Parties, with respect to the origination and servicing of private student loans. The Attorneys General discovered evidence supporting the following allegations:

- i. The Aequitas Parties funded and maintained a private student loan program offered to Corinthian students, which enabled Corinthian to present a façade of compliance with federal laws requiring that a certain portion of a for-profit school’s revenue come from sources other than federal student aid, and in doing so took unreasonable advantage of and engaged in unfair and deceptive acts toward Corinthian 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.
- ii. Starting in 2011, Corinthian made an arrangement with the certain of the Aequitas Parties in which such Aequitas Parties purchased existing student loan portfolios and began funding or purchasing new private student loans originated by depository institutions. The arrangement made it appear as if Corinthian was not funding the loans. Yet, central to the arrangement was an agreement by Corinthian to purchase all the private student loans that became delinquent more than 90 days, essentially shifting the risk of the program from the Aequitas Parties back to Corinthian.

- iii. The Aequitas Parties knew that the underlying tuition charge that the Genesis loans funded, as well as the Genesis Loans themselves, were intended to provide no economic benefit to Corinthian except access to Title IV funds. For example, default rates in the Genesis Loan Program were historically high – between 50 and 70 percent, such that the Genesis Loan Program essentially functioned as a loss leader for Corinthian, regardless of the outcomes for student borrowers. Corinthian Students were never told of the loan default rates.
  - iv. The Aequitas Parties were a necessary player in this scheme, which enriched the Aequitas Parties with performing loans at high interest rates and enabled Corinthian to continue in existence by keeping Title IV revenue flowing.
  - v. Corinthian students, however, were never told that the portion of tuition funded by the private student loans, as well as the loans themselves, were a sham to get access to federal funds.
  - vi. Corinthian induced students to enroll with systemic misrepresentations of job placement rates and career services supports available to students. Ultimately, Corinthian students were the ones left holding the bag, often with expensive debt that many would not be able to repay.
- E. The Receiver, on behalf of the Aequitas Parties, fully cooperated in the States' investigation. Specifically, the States issued subpoenas and/or requested information from the Receiver in the Receiver's possession related to the Aequitas Parties and Corinthian and the Receiver produced a substantial volume of documents and information in response. The Attorneys General and the

Receiver, on behalf of the Aequitas Parties, also conferred on multiple occasions to discuss the issues raised in the Attorneys General investigation.

- F. The Receiver is obligated under this Assurance for the sole purpose of acting on behalf of the Aequitas Parties, during the duration of the Receivership, to grant certain monetary relief from the assets of the Receivership and to take certain actions (in his capacity as Receiver) for the benefit of residents of the states represented by the Attorneys General and in compliance with requirements of the Attorneys General under this Assurance (as more particularly set forth below).
- G. The loan reductions, discharges and cancellations described in this Settlement are based on alleged infirmities that relate back to the original sale of educational services by Corinthian and are for the purpose of correcting these alleged unlawful business practices by the Aequitas Parties, including alleged unfair, deceptive, and abusive acts and practices.

## II. DEFINITIONS

For purposes of this Assurance, the following terms used herein shall have the following meanings for purposes of this Assurance only.

- A. [INTENTIONALLY OMITTED]
- B. “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.

- C. “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.
- D. “Aequitas Parties” has the meaning ascribed in the first paragraph of this Assurance.
- E. “Aequitas Genesis Loan” means any private student loan which was made to a Borrower to pay for tuition, cost of living expenses and/or fees to attend a Corinthian school, and which as of the Record Date is still outstanding on the books and records of the Aequitas Parties in the possession of the Receiver (or on the books and records of servicers of said loans).
- F. “Borrower” means a consumer resident of one of the states represented by the Attorneys General who was a borrower of an Aequitas Genesis Loan, and his/her/its successors or assigns.
- G. “CFPB Order” shall have the meaning ascribed in Section III.19. below.
- H. “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 2 to this Assurance 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 3 to this Assurance and whose loan is depicted on a list agreed upon between the Receiver and the Attorneys General.

- I. “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.
- J. “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.
- K. “Effective Date” means the date on which this Assurance is signed by the parties hereto.
- L. “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 Section III.10. below as of the Record 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.
- M. “Receiver” means Ronald F. Greenspan, receiver of the Aequitas Parties, named as such in the Receivership Order, or any other receiver that is appointed by a superseding order in the same litigation.
- N. “Receivership Action” has the meaning ascribed in Section I.A. above.

- O. “Receivership Court” has the meaning ascribed in the first paragraph of this Assurance.
- P. “Receivership Order” has the meaning ascribed in the first grammatical paragraph of this Assurance.
- Q. “Record Date” means March 31, 2017.
- R. “Reports” has the meaning ascribed in Section III.B.19 below.
- S. “Retained Personnel” means the agents of the Receiver, as defined by the Receivership Order.
- T. “State Laws” has the meaning ascribed in Section I.C. above.



### **III. AGREED UPON TERMS**

#### **A. CONDUCT PROVISIONS**

1. The Aequitas Parties and their respective officers, agents, servants, employees and attorneys, who have actual notice of this Assurance, whether acting directly or indirectly, may not violate §§ 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531, 5536, and State Laws, including by engaging in unfair, deceptive or abusive acts or practices in connection with lending to students of for-profit schools.
  
2. Within 30 days of the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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 Aequitas Parties or the Receiver on behalf of the Aequitas Parties shall provide copies of them to the Attorneys 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.

3. For each Closed School Loan, the Aequitas Parties, and the Receiver on behalf of the Aequitas Parties, shall not after the Effective Date:
  - a. Engage in any collection activity with respect to each such Closed School Loan; however, the Aequitas Parties will not be regarded as in violation of this Assurance if they send out routine statements or notices that could be considered collection activity within 20 days after the Effective Date;
  - b. Accept any future payment on any such Closed School Loan, including any future payment made in connection with any statement or notice permitted by subsection a., provided, however, that in the event that such a payment is discovered to be accepted and processed, the Aequitas Parties, or the Receiver acting on the Aequitas Parties' behalf, will return the payment to the Borrower within a reasonable time; and
  - c. Resell, transfer, or assign any such Closed School Loan.
  
4. For each Defaulted Aequitas Genesis Loan, the Aequitas Parties, and the Receiver on behalf of the Aequitas Parties, shall not after the Effective Date:
  - a. Engage in any collection activity with respect to each such Defaulted Aequitas Genesis Loan; however, the Aequitas Parties will not be regarded as in violation of this Assurance if they send

out routine statements or notices that could be considered collection activity within 20 days after the Effective Date;

- b. Accept any future payment on any such Defaulted Aequitas Genesis Loan, including any future payment made in connection with any statement or notice permitted by subsection a., provided, however, that in the event that such a payment is discovered to be accepted and processed, the Aequitas Parties, or the Receiver acting on behalf of the Aequitas Parties, will return the payment to the Borrower within a reasonable time; and
  - c. Resell, transfer, or assign any such Defaulted Aequitas Genesis Loan.
5. For each Active Aequitas Genesis Loan, the Aequitas Parties, and the Receiver on behalf of the Aequitas Parties, shall not after the Effective Date:
- a. Resell, transfer, or assign any such Active Aequitas Genesis Loan, unless:
    - i. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, ensure that the principal amount of each such loan sold, transferred or assigned reflects the reduction required in paragraph 10. below;

- 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, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must provide to the Attorneys General:
  - 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 five business days prior to filing a motion seeking court approval from the Receivership Court for any such sale, transfer or assignment of Active Aequitas Genesis Loans, the Aequitas Parties, or the Receiver on

behalf of the Aequitas Parties, must provide the Attorneys General with:

1. Notice of its intention to file any such motion; and
  2. The proposed motion papers, including any attachments thereto;
- iv. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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 Assurance requiring ongoing performance for the Attorneys General;
- b. Any motion in the Receivership Court seeking approval for any such sale, transfer or assignment of Active Aequitas Genesis Loans shall contain (1) a request to the Receivership Court that the terms of this Assurance requiring ongoing performance for the Attorneys 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, cosigner or guarantor of any such loan.

6. For each Active Aequitas Genesis Loan, the Aequitas Parties, and the Receiver on behalf of the Aequitas Parties, shall not from 60 days after the Effective Date:
  - a. Engage in any collection activity with respect to each such Active Aequitas Genesis Loan which seeks an amount in principal greater than the amount identified in paragraph 10. below, including by:
    - i. calculating interest or fees based on a principal amount greater than the amount identified in paragraph 10. below, however, in the event interest or fees have been calculated on a principal amount greater than the amount identified in paragraph 10. below, the excess amounts that have been paid will be applied to the account'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 and any cosigner or guarantor of any such Active Aequitas Genesis Loan that the principal amount owed is greater than the amount identified in paragraph 10. below.
7. Within 30 days of the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must request that and use

commercial reasonable 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', cosigners', or guarantors' credit reports. For Borrowers of Active Aequitas Genesis Loans who perform under such Loans after the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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 Assurance.

8. The Aequitas Parties, or the Receiver on behalf the Aequitas Parties, shall direct any person or entity collecting on Active Aequitas Genesis Loans to fully comply with all applicable requirements of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §§ 1692 *et seq.*, as well as State debt collection laws, in any such collection.

## **B. BORROWER REDRESS AND REMEDIATION**

9. Within 60 days after the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, will discharge and cancel all



amounts shown as owed in the report provided to the Attorneys General under paragraph 2. above, including principal, interest, fees or any other amounts, in connection with:

- a. all Closed School Loans; and
- b. all Defaulted Aequitas Genesis Loans.

10. Within 60 days after the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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 Attorneys General Bureau under paragraph 2. above, by 55% and discharge such principal and any accrued and unpaid interest, fees and charges that are 30 or more days past due as of the Record Date.

11. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must provide each Borrower of a Closed School Loan and each Borrower of a Defaulted Aequitas Genesis Loan with the following written 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 discharged in full and such Borrower (and any cosigner or guarantor) no longer owes any amounts under his or her Aequitas Genesis Loan;
- c. The fact that the discharge and cancellation of the amounts owed for each such Aequitas Genesis Loan is pursuant to this Assurance;
- d. The fact that the Borrower (and any cosigner or guarantor) will not be subjected to any new debt-collection or credit-reporting activities related to each such Aequitas Genesis Loan;
- e. Any such discharge or cancellation of principal may result in tax liabilities of the borrower to the Internal Revenue Service and state taxing authorities;
- f. No amounts that were due and owing and were paid prior to the Record Date will be returned to the Borrower (or any cosigner or guarantor); and
- g. Notice of contact information at each Attorney General, should the Borrower have questions about the terms of this Assurance.

12. Within 90 days of the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must provide each Borrower of an Active Aequitas Genesis Loan written notice (as described in paragraph 14 below) 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.
  
13. 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 the Aequitas Parties, the Receiver (on behalf of the Aequitas Parties) 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 the Aequitas Parties, the Receiver on behalf of the Aequitas Parties 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, the Aequitas Parties, or the Receiver on

behalf of the Aequitas Parties, 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, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, shall not be required to adjust the monthly payment until the end of the applicable forbearance period. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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.

14. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must provide each Borrower of an Active Aequitas Genesis Loan with the following notice pursuant to paragraphs 12. and 13. above. 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 10. above has been applied;
- d. A statement notifying the Borrower that the principal has been reduced by 55% pursuant to this Assurance;
- 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 13 above; and
- n. A statement notifying Borrowers that the relief described does not waive or extinguish any rights, claims or defenses that the Borrower, any co-borrower and/or guarantor may have with respect to his or her loan;
- o. Notice of contact information at each Attorney General, should the Borrower have questions about the terms of this Assurance; and
- p. Notice of contact information of the servicer of Borrowers' loans, for inquiries about collection, servicing and discharge of loans and related questions.

15. A proposed form of the notices required by paragraphs 11. and 14. above shall be provided to the Attorneys General for non-objection within 30 days of the Effective Date.
16. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, shall include no materials other than the notices provided in paragraphs 11. and 14. above in any envelope containing such notices, unless the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, has obtained written confirmation from the Attorneys General that the Attorneys General do not object to the inclusion of such materials.
17. Notwithstanding any provision in this Assurance to the contrary, the Receiver is permitted to prepare and send out Borrower notices on the same forms as required by the Consumer Financial Protection Bureau under the CFPB Order, with the addition of provisions above required by the Attorneys General.
18. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, in carrying out the provisions of this Assurance, 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 Assurance) as may be necessary to assure compliance with this Assurance, 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 Assurance.

19. The parties acknowledge and agree, without limiting the duties of the Aequitas Parties and the Receiver on behalf of the Aequitas Parties under this Assurance, the Aequitas Parties or the Receiver on behalf of the Aequitas Parties will be permitted to submit or provide to the Attorneys General, at the address specified below, communications, reports, notices and other materials called for under this Assurance (collectively, "Reports") in the same form and under the same terms as the Receiver is required to comply with under the Stipulated Final Judgment and Order with the Consumer Financial Protection Bureau entered in the Receivership Proceeding ("the CFPB Order"). The Attorneys General shall be entitled to rely on such Reports as if submitted or provided directly to the Attorneys General.
  
20. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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 Assurance, 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 tax filings and shall not send Borrowers 1099 forms.

21. Notwithstanding any other terms, conditions or provisions of this Assurance, pursuant to the Receivership Order, (i) 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 Attorneys General) for their own good faith compliance with this Assurance; (ii) in no event shall the Receiver or Retained Personnel be liable to any person or party (including, without limitation, the Attorneys General) for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel; and (iii) the Receiver or Retained Personnel will not be liable for any actions taken or omitted by them under this Settlement except pursuant to an action or proceeding by an Attorney General to enforce such governmental unit's police or regulatory powers as set forth in Section VII. below.

**IV. REPORTING AND COMMUNICATING WITH THE STATES**

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

- B. Within 180 days of the Effective Date, and again one year after the Effective Date, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must submit to the Attorneys General an accurate written compliance progress report, which, at a minimum, describes in detail the manner and form in which the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, as applicable, have complied with this Assurance.
- C. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, 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 Assurance, including all submissions to the Attorneys General. The Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must make the documents identified in this Section IV.C. available to the Attorneys General upon the request of the Attorneys General.
- D. For purposes of this Assurance, the communications, reports and correspondence under this Section IV are Reports.
- E. Unless otherwise directed in writing by the Attorneys General, the Aequitas Parties, or the Receiver on behalf of the Aequitas Parties, must provide all submissions, requests, communications, or other documents relating to this Assurance to the Attorneys General as provided in Section IX. below.
- F. To the extent permitted or required by applicable law, reports to the Attorneys General shall constitute “Confidential” information and, to the extent permitted

by applicable law, be subject to the same procedures as other confidential material produced to the States in connection with the States' investigation. To the extent permitted by applicable law, the States and the Receiver acknowledge that Reports shall constitute confidential, proprietary, and trade secret material of the Receiver and, to the extent permitted or required by applicable law, shall be exempted from any applicable state freedom of information laws due to their content and their production in connection with the States' investigation. Nothing in this Paragraph shall require any Attorney General to violate his or her public records or freedom of information act, or to refuse to comply with a lawfully issued subpoena or other demand. Upon receipt of a subpoena or other lawful demand for confidential information, the Attorney General shall provide notice to the Receiver as soon as practicable, such that the Receiver may petition to enjoin the release of any confidential information. If the Receiver fails to obtain an order prohibiting the release of the requested materials by the date upon which the Attorney General is obligated to respond, the Attorney General may produce the requested materials. Nothing herein shall prevent any Attorney General from sharing and discussing confidential materials produced to the Attorneys General in connection with their respective investigations with other State Attorney General Offices and other state law enforcement agencies empowered to investigate laws, regulations or rules to which the Aequitas Parties are subject (provided that any such party, as a condition precedent to disclosure of any confidential information, shall agree to be bound by this Section IV.F), the

Securities and Exchange Commission and the Consumer Financial Protection  
Bureau.

**V. COOPERATION WITH ATTORNEYS GENERAL**

- A. The Aequitas Parties, or during the pendency of the Receivership the Receiver on behalf of the Aequitas Parties, will cooperate fully with the Attorneys General as necessary to achieve the goals and carry out the requirements of this Assurance.
  
- B. The Aequitas Parties, or during the pendency of the Receivership the Receiver on behalf of the Aequitas Parties, will cooperate fully to help the Attorneys General determine the identity and the location of, and the relief provided pursuant to this Assurance for each Affected Consumer, from the information within the Aequitas Parties' or the Receiver's possession and control or a servicer's system of record.
  
- C. Notwithstanding the provisions this Assurance, any time limits for performance fixed by this Assurance may be extended by mutual written agreement of the parties. Additionally, details related to the administration of Sections III. through V.B. of this Assurance may be modified by written agreement of the parties (or, as applicable, the Receiver), subject to any limitations or restrictions as may be imposed by the Receivership Court.

**VI. NO ADMISSION OR DENIAL OF LIABILITY**

The Receiver, on behalf of the Aequitas Parties, neither admits nor denies any violation of and liability arising from any state, federal, or local law, but admits facts exist sufficient to establish jurisdiction over the Aequitas Parties and the subject matter addressed herein in the courts of the resident states of the Attorneys General. Nothing contained in this Assurance shall

be construed as an admission or concession of liability and/or fact by the Receiver or the Aequitas Parties, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. The Receiver, by entering into this Assurance, does not intend to create any legal or voluntary standard of care and expressly denies that any practices, policies, or procedures inconsistent with those set forth in this Assurance violate any applicable legal standard.

## **VII. ENFORCEMENT**

This Assurance, notwithstanding the limitations set forth in Section VIII. below, may be enforced by the Attorneys General in any court of competent jurisdiction. For all necessary purposes, this Assurance shall be considered a formal, binding agreement on the parties hereto, which may be enforced only by the parties hereto in any court of competent jurisdiction. Any violation of this Assurance may result in a State, during the pendency of the Receivership, seeking all available relief to enforce this Assurance, including injunctive relief, damages, and any other relief provided by federal law, the laws of the State, or authorized by a court of competent jurisdiction.

Except as set forth in Section VIII below., nothing contained in this Assurance shall be deemed to waive, restrict, or limit any of the States' rights to enforce any federal or state law applicable to the Aequitas Parties, and nothing in this Assurance shall be construed as relieving the Aequitas Parties of their obligations to comply with all applicable federal and state laws, regulations, and/or rules. The acceptance of this Assurance by the Attorneys General shall not

be deemed as the Attorneys General's approval of any of the business practices, policies, or procedures of the Aequitas Parties.

## **VIII. RELEASE**

By execution of this Assurance, each of the Attorneys General releases and forever discharges to the fullest extent of the law the Aequitas Parties and the Receiver from the following: all civil claims, causes of action, administrative actions, damages, restitution, fines, costs, and penalties under the Dodd-Frank Act, State Laws, or any other federal or state consumer protection that each of the Attorneys General is empowered to enforce and that each of the Attorneys General could have asserted against the Aequitas Parties and/or the Receiver prior to the Effective Date, based on the allegations described in Section I of this Assurance (collectively, the "Released Claims").

## **IX. GENERAL PROVISIONS**

- A. **Notices.** Any and all notices, requests, consents, directives, or communications sent to the Receiver or the States pursuant to this Assurance shall be sent by a nationally recognized overnight courier service to the named person (or such other person who may be designated by the relevant party from time to time) at the following addresses:

For the Receiver:

Ronald F. Greenspan, Receiver  
c/o FTI Consulting  
633 West 5th Street, Suite 1600  
Los Angeles, CA 90071

For the Illinois Attorney General's Office:



Susan N. Ellis  
Chief, Consumer Fraud Bureau, Chicago Office  
Office of the Illinois Attorney General  
100 West Randolph Street  
Chicago, Illinois 60601

- B.** By agreeing to this Assurance, the Receiver reaffirms and attests to the material truthfulness and accuracy of all of the information provided by the Receiver to the States prior to entry of this Assurance. The States' agreement to this Assurance is expressly premised upon the material truthfulness and accuracy of the information provided by the Receiver to the Attorneys General throughout the course of the investigation of this matter, which information was relied upon by the States in negotiating and agreeing to the terms and conditions of this Assurance.
- C.** The Receiver shall not participate, directly or indirectly, in any activity, or form a separate corporation or entity, for the purpose of engaging in acts or practices in whole or in part, within the State, that are prohibited by this Assurance for any other purpose that would otherwise circumvent any part of this Assurance.
- D.** The Receiver believes this Assurance fairly and adequately protects the interests of consumers in accepting the terms of this Assurance, and that the obligations imposed by this Assurance represent the most fair and most efficient method for the Receiver to resolve the matters raised in the States' investigation.
- E.** Acceptance of this Assurance by the States shall not be deemed approval by the States of any of the acts or practices of the Aequitas Parties described in this Assurance. Further, neither the Receiver nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the States, or any other

governmental unit, has approved, sanctioned, or authorized any of the Aequitas Parties' acts or practices.

- F.** Nothing in this Assurance is intended to create any private rights, cause of action, third party rights, or remedies for any individual or entity against the Receiver or the Aequitas Parties, except as may be provided by applicable law. Nothing in this Assurance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local state, federal or other governmental entity not a party to this Assurance.
- G.** The loan reductions, discharges and cancellations described in this Assurance are based on alleged infirmities that relate to the original sale of educational services by Corinthian and for the purposes of correcting alleged unlawful business practices by the Aequitas Parties, including alleged unfair, deceptive and abusive practices.
- H.** This Assurance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein. In the event that any term, provision, or section of this Assurance is determined to be illegal or unenforceable, subject to consultation with all the parties to this

Assurance such determination shall have no effect on the remaining terms, provisions, and sections of this Assurance which shall continue in full force and effect.

- I. The titles and headers in each section of this Assurance are used for convenience purposes only and are not intended to lend meaning to the actual terms and conditions of this Assurance.
- J. This Assurance shall not be construed against the “drafter” because all parties participated in the drafting of this Assurance.
- K. This Assurance may be executed in counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts may be delivered by facsimile or electronic transmission, or a copy thereof, with the intent that it or they shall constitute an original counterpart hereof.
- L. Nothing to this Assurance shall be construed as relieving the Receiver of its obligations during the pendency of the Receiverships to comply applicable state and federal laws, regulations or rules.
- M. Notwithstanding the terms and conditions of this Assurance, a State shall not file this Assurance in any court unless the law of the State requires it to do so.
- N. The parties to this Agreement acknowledge and agree that this Assurance is subject to approval of the Receivership Court and that the Receiver is authorized to present this Assurance to the Receivership Court, in accordance with procedures and practices of the Receivership Court, for such purposes.

- O.** Any failure of the Attorneys General to exercise any of their rights under this Assurance shall not constitute a waiver of their rights hereunder.
- P.** The Receiver agrees during the duration of the Receivership to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance, whether required prior to, contemporaneous with, or subsequent to the Effective Date, as defined herein.

**In the Matter of:**

**Ronald F. Greenspan,  
Receiver for Aequitas Capital Management, Inc., *et al.***

**Assurance of Voluntary Compliance/Assurance of Discontinuance**

Dated: 8/18/17

Illinois Attorney General's Office

BY:   
Susan N. Ellis

Chief, Consumer Fraud Bureau, Chicago Office  
Office of the Illinois Attorney General  
100 West Randolph Street  
Chicago, Illinois 60601

**In the Matter of:**

**Ronald F. Greenspan,  
Receiver for Aequitas Capital Management, Inc., et al.**

**Assurance of Voluntary Compliance/Assurance of Discontinuance**

By: Ronald Greenspan Date: Aug 17, 2017

Ronald F. Greenspan  
Receiver for Aequitas Capital Management, Inc., et al.

### **Schedule 1 – State Laws**

Conn. Gen. Stat. § 42-110a *et seq.*; Iowa Code §§ 714.16 to 714.16A; 815 ILCS 505/1 – 815 ILCS 505/12 (Illinois); KRS 367.110 *et seq.* (Kentucky); New York General Business Law §§ 349 and 350 and New York Executive Law § 63(12); 73 Pa. Cons. Stat. Ann. §201-1 to 201-9.3 (West); Texas Bus. & Com. Code §§ 17.41, *et seq.*; RCW 19.86.020 (Washington).