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## UNITED STATES DISTRICT COURT

## DISTRICT OF OREGON

## PORTLAND DIVISION

CONSUMER FINANCIAL PROTECTION  
BUREAU,

Plaintiff,

v.

Case No. 17-cv-1278 - PK

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,

~~[PROPOSED]~~ STIPULATED FINAL  
JUDGMENT AND ORDER

Defendants.

The Consumer Financial Protection Bureau (Bureau) commenced this civil action on August 17, 2017 to obtain consumer redress, injunctive relief, and other relief, from the Defendants. The Complaint alleges violations of §§ 1031(a) and 1036(a)(1) of the Consumer Financial Protection Act of 2010, 12 U.S.C. §§ 5531(a), 5536(a)(1) in connection with Defendants' funding, purchasing, and maintaining loans made to students at Corinthian Colleges, Inc. (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 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.

The Securities and Exchange Commission commenced the Receivership Action in this 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 Court entered a preliminary injunction against Defendants on March 14, 2016, and by Order dated April 14, 2016 (Receivership Order) 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 Stipulated Final Judgment and Order (Order) and to perform certain duties set forth in this Order during the pendency of the Receivership.

The parties, by and through respective counsel, have requested the Court to enter this Order to resolve all matters in dispute arising from the conduct alleged in the Complaint.

## **I. FINDINGS**

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. The parties agree to entry of this Order to settle and resolve all matters in dispute arising from the conduct of Defendants alleged in the Complaint.
3. The Bureau makes no allegations against the Receiver, but only against Defendants. The Receiver is obligated under this Order 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 Bureau set forth in this Order. Defendants neither admit nor deny any allegation in the Complaint, except that for purposes of this Order, 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 and are for the purpose of correcting these alleged unlawful business practices by the Defendants, including alleged unfair, deceptive, and abusive acts and practices.
5. Defendants waive service under Rule 4(d) of the Federal Rules of Civil Procedure and waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants also waive any claims that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the

date of this Order. Each party will bear its own costs and expenses, including, without limitation, attorneys' fees.

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

## II. DEFINITIONS

7. "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.

8. "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.

9. "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.

10. "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 and/or fees to attend a Corinthian school, and which as of the Record Date still has an outstanding balance on the books and records of Defendants in the possession of the Receiver (or on the books and records of servicers of said loans).

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

12. "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 (listed on Schedule 1 to this Order) 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 (listed on Schedule 2 to this Order) and whose loan is included on a list agreed upon between the Receiver and the Bureau prior to the filing of the Complaint.

13. “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.

14. “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.

15. “Effective Date” means the date on which this Order is entered on the docket.

16. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his or her delegate.

17. “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 32 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.

18. “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.

19. "Receivership Action" means the matter of *SEC v. Aequitas Management, LLC, et al.*, No. 3:16-cv-438(PK) (D. Or.).
20. "Receivership Order" means the Order Appointing Receiver, ECF No. 156, *SEC v. Aequitas Management, LLC, et al.*, No. 3:16-cv-438(PK) (D. Or. Apr. 14, 2016).
21. "Record Date" means March 31, 2017.
22. "Retained Personnel" means the agents of the Receiver, as defined by the Receivership Order.

### **III. ORDER**

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

##### **IT IS HEREBY ORDERED** as follows:

23. Defendants and their respective officers, agents, servants, employees and attorneys, who have actual notice of this Order, whether acting directly or indirectly, may not violate §§ 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531, 5536, including by engaging in abusive acts or practices in connection with lending to students of for-profit schools.
24. 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 Bureau. 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.

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

- 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 Order 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.

26. 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:

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 Order 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.

27. 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:

a. Reselling, transferring, or assigning any such Active Aequitas Genesis Loan, unless:

- 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 32;
- 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 Bureau:
  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 for any such sale, transfer or assignment of Active Aequitas Genesis Loans, Defendants, or the Receiver on behalf of Defendants, must provide the Bureau:
  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 Order requiring ongoing performance for the Bureau;

- 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 Order requiring ongoing performance for the Bureau 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.

28. 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:

- 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 32, including by:
  - i. calculating interest or fees based on a principal amount greater than the amount identified in paragraph 32, however, in the event interest or fees have been calculated on a principal amount greater than the amount identified in paragraph 32, 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 32.

29. Within 30 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, must request that and use commercially 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' 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 Order.

30. Defendants, or the Receiver on behalf of Defendants, 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.*, in any such collection.

## **B. REDRESS AND REMEDIATION**

### **IT IS FURTHER ORDERED that:**

31. 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 Bureau under paragraph 24, including principal, interest, fees or any other amounts, in connection with:

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

32. 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 Bureau under paragraph 24, 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.

33. 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.

34. 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 cancellation of the amounts owed for each such Aequitas Genesis Loan is pursuant to this Order;
- d. The fact that the Borrower will not be subjected to any new debt-collection or credit-reporting activities related to each such Aequitas 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;
- f. No amounts that were due and owing and were paid prior to the Record Date will be returned to the Borrower.

35. 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 37 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.

36. 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.

37. 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 35. 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 32 has been applied;
- d. A statement notifying the Borrower that the principal has been reduced by 55% pursuant to this Order;
- 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; and

m. A statement notifying Borrowers on forbearance plans of their alternative payment options as set forth in paragraph 36.

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.

38. A proposed form of the notices required by paragraph 34 and 35 shall be provided to the Enforcement Director for his non-objection within 30 days of the Effective Date.

39. Defendants, or the Receiver on behalf of Defendants, shall include no materials other than the notices provided in paragraphs 34 and 35 in any envelope containing such notices, unless Defendants, or the Receiver on behalf of Defendants, have obtained written confirmation from the Enforcement Director that the Bureau does not object to the inclusion of such materials.

### **C. REPORTING REQUIREMENTS**

**IT IS FURTHER ORDERED** that:

40. Defendants, or during the pendency of the Receivership Receiver on behalf of Defendants, shall notify the Bureau of any development that may affect their obligations arising under this Order, 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.

41. 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 Enforcement Director an accurate written compliance progress report, which, at a minimum:

- a. Describes in detail the manner and form in which Defendants, or the Receiver on behalf of Defendants, as applicable, have complied with this Order; and
- b. Attaches a copy of each Order Acknowledgment obtained under Section D, unless previously submitted to the Bureau.

42. Defendants, or the Receiver on behalf of Defendants, in carrying out the provisions of this Order, 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 Order) as may be necessary to assure compliance with this Order, 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 Order.

#### **D. ORDER DISTRIBUTION AND ACKNOWLEDGEMENT**

**IT IS FURTHER ORDERED** that:

43. Within 15 days of the Effective Date, Defendants, or the Receiver on behalf of Defendants, must deliver a copy of this Order 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 Order.

44. Within 30 days of the Effective Date, the Receiver shall provide a signed and dated statement to the Bureau of the Receiver's compliance with paragraph 43, 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 Order, acknowledging receipt of this Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. §§ 7001 et. seq..

#### **E. RECORDKEEPING**

**IT IS FURTHER ORDERED** that:

45. 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 Order, including all submissions to the Bureau.

46. Aequitas, or the Receiver on Aequitas's behalf, must make the documents identified in paragraph 45 available to the Bureau upon the Bureau's request.

#### **F. NOTICES**

**IT IS FURTHER ORDERED** that:

47. Unless otherwise directed in writing by the Bureau, Defendants, or the Receiver on behalf of Defendants, must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line *CFPB v. Aequitas Management, LLC*, 17-cv-1278 (D. Or.) and send them either

a. By overnight courier (not the U.S. Postal Service), as follows:

Assistant Deputy Enforcement Director

Consumer Financial Protection Bureau

ATTENTION: Office of Enforcement  
1700 G Street NW  
Washington, DC 20552; or  
b. By first-class mail to the below address and contemporaneously by email to Enforcement\_Compliance@cfpb.gov:

Assistant Deputy Enforcement Director

ATTENTION: Office of Enforcement

1700 G Street NW

Washington, DC 20552

## **G. COOPERATION WITH THE BUREAU**

**IT IS FURTHER ORDERED** that:

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

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

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

**IT IS FURTHER ORDERED** that:

50. Notwithstanding the provisions of paragraph 53 (section K), any time limits for performance fixed by this Order 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 C through G 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.

#### **I. RELEASE**

**IT IS FURTHER ORDERED** that:

51. The Bureau releases and discharges Defendants from all potential liability for law violations that the Bureau 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 Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Order 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. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Order, or to seek penalties for any violations of the Order.

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

**IT IS FURTHER ORDERED** that:

52. Notwithstanding any other terms, conditions or provisions of this Order, 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 Bureau)

for their own good faith compliance with this Order. Pursuant to the Receivership Order, in no event shall the Receiver or Retained Personnel be liable to any person or party (including, without limitation, the Bureau) 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.

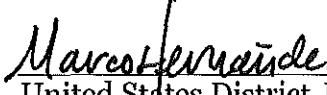
**K. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that:

53. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**IT IS SO ORDERED.**

Dated this 1 day of Sept, 2017.

  
Marco Fernández  
United States District Judge

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	
11120700 Everest College	Everest College	511 North Brookhurst Street	Anaheim	CA	271	
11121300 Everest College	Everest College	1045 Wt Redondo Beach Blvd	Gardena	CA	186	
3072300 Everest College	Everest College	1460 S. Miliken 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 W. Santa Ana Boulevard	Santa Ana	CA	172	
449402 Everest College - Ontario	Everest College - Ontario	1819 South Euclid Avenue	Ontario	CA	584	
481100 Everest Institute	Everest Institute	1630 Portland Avenue	Rochester	NY	692	
1110900 Everest College	Everest College	18040 Sherman Way	Rosedale	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	
3198400 Everest College	Everest College	1231 Cabillo Avenue	Torrance	CA	155	
723400 Headl College - Honolulu	Headl College - Honolulu	875 Howard Street	San Francisco	CA	11101	
723401 Headl College - Honolulu	Headl College - Honolulu	1500 Kalakaua Boulevard	Honolulu	HI	11136	
723402 Headl College - Honolulu	Headl College - Honolulu	6035 Northgate 78th Court	Portland	OR	Unable to Identify	
723403 Headl College - Kaneoche MCB	Headl College - Kaneoche MCB	Blvd 220, 2nd St. Marine Corps	Kaneoche	HI	11103, 11199	
723404 Headl College - Concord	Headl College - Concord	5130 Commercial Circle	Concord	CA	1105	
723405 Headl College - Milpitas	Headl College - Milpitas	341 Great Mall Parkway	Milpitas	CA	11104	
723406 Headl College - Hayward	Headl College - Hayward	25500 Industrial Boulevard	Hayward	CA	11115	
723407 Headl College - Modesto	Headl College - Modesto	5260 Pirrone Court	Roseville	CA	11116	
723408 Headl College - Roseville	Headl College - Roseville	Seven Sierra Gate Plaza	Salinas	CA	11109	
723409 Headl College - Sallinas	Headl College - Sallinas	1450 North Main Street	Sacramento	CA	11114	
723410 Headl College - Stockton	Headl College - Stockton	1605 East March Lane	Rancho Cordova	CA	11111	
723411 Headl College - Rancho Cordova	Headl College - Rancho Cordova	2910 Prospect Park Drive	Fresno	CA	11112	
723412 Headl College - Fresno	Headl College - Fresno	255 East River Boulevard	Fremont	CA	412	
723413 Headl College - Fresno Satellite	Headl College - Fresno Satellite	200 Whittier Place	Long Beach	CA	274	
719000 WyoTech	WyoTech	2161 Technology Place	Los Angeles	CA	Unable to Identify	
1287300 WyoTech	WyoTech	3000 S Robertson Blvd #3000	City of Industry	CA	Unable to Identify	
1287302 WyoTech	WyoTech	12801 Crossroads Pkwy South				

Schedule 2

CITY	STATE	Corinthian "Zenith" School #
KALAMAZOO	MI	347
CHELSEA	MI	315
ELGIN CITY	MI	377
BENSALEM	PA	Unable to Identify
MERRILLVILLE	IN	349
GRAND RAPIDS	MI	345
FORT WORTH	TX	613
MERRIONETTE PARK	IL	344
SALT LAKE CITY	UT	572
VIENNA	VA	626
BURR RIDGE	IL	343
SHONKE	IL	341
MELROSE PARK	IL	Unable to Identify
BEDFORD PARK	IL	Unable to Identify
PITTSBURGH	PA	656
AURORA	CO	509
JONESBORO	GA	353
RENTON	WA	116
DEARBORN	MI	337
VANCOUVER	WA	548
PORTLAND	OR	547
SEATTLE	WA	390
BIRMINGHAM	WA	397
LAKELAND	FL	765
KANSAS CITY	MO	320

Zenith Closed School OPEID List

OPEID	SCHOOL NAME	LOCATION	ADDRESS MAIN STREET	CITY	STATE	Zenith School #
2100401 EVEREST INSTITUTE	EVEREST INSTITUTE - KALAMAZOO	5127 WEST MAIN STREET	5127 WEST MAIN STREET	KALAMAZOO	MI	347
982800 EVEREST INSTITUTE	EVEREST INSTITUTE - CHESEA	70 EVERETT AVENUE	3420 RIDER TRAIL SOUTH	CHELSEA	MI	315
2301000 EVEREST COLLEGE	EVEREST COLLEGE - SANTA CLA	3420 RIDER TRAIL SOUTH	3630 TILLMAN DRIVE	ELGIN CITY	MI	377
2617500 EVEREST COLLEGE	EVEREST COLLEGE - EVEREST INSTITUTE - BENSalem	3630 TILLMAN DRIVE	3858 BROADWAY SUITE 200	BENSALEM	PA	Unable to Identify
2100402 EVEREST INSTITUTE	EVEREST INSTITUTE - EVEREST COLLEGE	3630 TILLMAN DRIVE	1750 WOODWARD STREET NORTHEAST	MERRILLVILLE	IN	349
2398501 EVEREST COLLEGE	EVEREST COLLEGE - FORT WORTH	1750 WOODWARD STREET NORTHEAST	5237 NORTH PINESIDE DRIVE SUITE 200	GRAND RAPIDS	MI	345
149911 EVEREST UNIVERSITY	EVEREST UNIVERSITY - EVEREST COLLEGE - MERRIONETTE PARK	5237 NORTH PINESIDE DRIVE SUITE 200	11560 MERRIEZIE AVENUE	FORT WORTH	TX	613
2298500 EVEREST COLLEGE	EVEREST COLLEGE - MELROSE PARK	11560 MERRIEZIE AVENUE	3280 WEST 3500 SOUTH	MERRIONETTE PARK	IL	344
4507001 EVEREST COLLEGE	EVEREST COLLEGE - AURORA	3280 WEST 3500 SOUTH	36880 NORTH FRONTAGE ROAD SUITE 400	SALT LAKE CITY	UT	572
1183800 EVEREST COLLEGE	EVEREST COLLEGE - BIRR RIDGE	36880 NORTH FRONTAGE ROAD SUITE 400	9811 WOODS DRIVE SUITE 200	BURR RIDGE	IL	343
1185600 EVEREST COLLEGE	EVEREST COLLEGE - MELROSE PARK	9811 WOODS DRIVE SUITE 200	1105 WEST NORTH AVENUE SUITE 1	SHONKE	IL	341
709100 EVEREST INSTITUTE	EVEREST INSTITUTE - EVEREST COLLEGE - BEDFORD PARK	1105 WEST NORTH AVENUE SUITE 1	7414 SOUTH CICERO AVENUE	MELROSE PARK	IL	Unable to Identify
2617500 EVEREST COLLEGE	EVEREST COLLEGE - EVEREST COLLEGE - AURORA	7414 SOUTH CICERO AVENUE	100 FORBES AVENUE ROSSMAN BUILDING SUITE 1200	BEDFORD PARK	IL	Unable to Identify
2803000 EVEREST COLLEGE	EVEREST COLLEGE - EVEREST COLLEGE - AURORA	100 FORBES AVENUE ROSSMAN BUILDING SUITE 1200	14280 EAST JEWEL AVENUE SUITE 100	PITTSBURGH	PA	656
982806 EVEREST INSTITUTE	EVEREST INSTITUTE - JONESBORO	14280 EAST JEWEL AVENUE SUITE 100	14280 EAST JEWEL AVENUE SUITE 100	AURORA	CO	509
2605200 EVEREST COLLEGE	EVEREST COLLEGE - JONESBORO	14280 EAST JEWEL AVENUE SUITE 100	6431 TARA BOULEVARD	JONESBORO	GA	353
982800 EVEREST INSTITUTE	EVEREST INSTITUTE - DEARBORN	6431 TARA BOULEVARD	981 POWELL AVENUE SW SUITE 200	RENTON	WA	116
907901 EVEREST COLLEGE	EVEREST COLLEGE - DEARBORN	981 POWELL AVENUE SW SUITE 200	23400 MICHIGAN AVENUE SUITE 200	DEARBORN	MI	337
2617500 EVEREST COLLEGE	EVEREST COLLEGE - EVEREST COLLEGE	23400 MICHIGAN AVENUE SUITE 200	1105 WEST 136TH AVENUE	VANCOUVER	WA	548
2803000 EVEREST COLLEGE	EVEREST COLLEGE - EVEREST COLLEGE	1105 WEST 136TH AVENUE	600 SW 10TH AVENUE SUITE 400	PORTLAND	OR	547
149908 EVEREST UNIVERSITY	EVEREST UNIVERSITY - LAKELAND	600 SW 10TH AVENUE SUITE 400	NORTHgate AMERICAN BUILDING 2111 NORTH NORTHGATE WAY SUITE 300	SEATTLE	WA	390
149908 EVEREST UNIVERSITY	EVEREST UNIVERSITY - LAKELAND	NORTHgate AMERICAN BUILDING 2111 NORTH NORTHGATE WAY SUITE 300	151 WASHINGTON AVENUE SUITE 200	BIRMINGHAM	WA	397
149908 EVEREST UNIVERSITY	EVEREST UNIVERSITY - LAKELAND	151 WASHINGTON AVENUE SUITE 200	995 EAST MEMORIAL BOULEVARD	LAKELAND	FL	765
149908 EVEREST UNIVERSITY	EVEREST UNIVERSITY - LAKELAND	995 EAST MEMORIAL BOULEVARD	1745 WEST 92ND STREET	KANSAS CITY	MO	320