

Redacted by HELP Committee

From: [REDACTED]
Sent: Thursday, November 19, 2009 12:07 PM
To: [REDACTED]
Subject: FW: Complaint against Remington College Tampa Campus

Here is a copy of the complaint.

From: [REDACTED]
To: Redacted by HELP Committee [REDACTED]
Subject: Complaint against Remington College Tampa Campus
Date: Tue, 10 Nov 2009 21:36:15 +0000

Redacted by HELP Committee

I am writing a letter of complaint against Remington College Tampa Campus. The reason for this is because that class I attended at Remington College this past semester did not have a teacher for eight weeks. Instead, what we had was the Director of Education, [REDACTED], teaching the information that was not relevant to the curriculum and a substitute who taught bits and pieces of the book. This class was on Monday, Tuesdays, and Thursdays from 6:00 p.m. until 11:00 p.m. They would come at 6:00 p.m., sometimes 6:30 p.m. and would leave at 8:30 p.m. because either [REDACTED] would have to go home or the substitute would have to teach his class that started at that time. At times, [REDACTED], who also had another class, would come in at 9:00 p.m. to give us work not related to the course. However, most of the time she would just pass by to see if we were in the class and that we hadn't left.

As a class we let this go on for about 4 weeks until we spoke with [REDACTED] and told him about our concerns and about how unsatisfied we were with the class. We all knew things needed to change. The next time we had class, during Week 5, our original teacher was present and we were finally able to set up the class and lab like it was designed to be. Unfortunately, this didn't last long because the teacher did not show up again. We then went back to the routine of [REDACTED] teaching us something not on the curriculum and the substitute teaching us pieces of the book until 8:30 p.m. This went on until Week 8, when [REDACTED] became our teacher until the last week of class. He then had other obligations, so we had a substitute administer our final study guide, which we had no idea how to do. After the way the class ended, I decided to leave Remington College because I felt that I wasn't getting the education that I was paying for. I went and visited [REDACTED], the Dean, and explained to her the situation about the course. I asked if she could give me a refund and [REDACTED] plainly stated that Remington College does not and would not give me a refund. I was in the class for the full semester that ended on October 8th, 2009 and I left the school October 11th.

For the past couple of weeks I have been constantly calling and speaking with the staff at Remington College to get my ledger and transcripts so that I can transfer my credits to my new school. On Friday November 6th, the Remington Staff finally gave me my transcript, but still keep avoiding giving me my ledger. The ledger is a breakdown of all of my tuition and financial aid and courses taken while I was there. [REDACTED] assured me that I would have it Monday November 2nd, 2009 and that never happened. I spoke to her executive assistant, [REDACTED], on Tuesday November 3rd and she promised me that she would have the ledger ready for me on Friday November 6th. I also explained the situation of wanting a refund from the class to [REDACTED] who again stated that she would have answers for me on Friday November sixth. I've called [REDACTED] multiple times and have left her two voicemails since then and she has yet to respond and I have

12/1/2009

yet to hear anything about the ledger from the Remington Staff. This is why I am seeking your help to resolve this issue.

If any more details are needed please feel free to call me anytime at [REDACTED]

The people that I have dealt with about this issue are:

[REDACTED]

Thank you,

[REDACTED]

12/1/2009

David Netzley

5-000033

From: Redacted by HELP Committee
Sent: Friday, January 22, 2010 10:07 AM
To: Redacted by HELP Committee
Cc: [Redacted]
Subject: RE: FL DOE/CIE - Complaint against Remington College - Tampa Campus (Complaint No. 1233)

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In short, I am hopeful that the resolution of this matter will be finalized in the next 3-7 days. More specifically [Redacted] and I discussed the Agreement in more detail yesterday, and it is my understanding that he plans to sign/return the Agreement and request the withdrawal of his complaint. Once we receive the original, signed Agreement from [Redacted] along with documentation that he has requested the withdrawal of his complaint, we will have the Agreement executed by Jack Forrest, President & CEO, and process the agreed-upon refund.

If you should have any questions, or if I can otherwise be of any further assistance in this matter, please do not hesitate to contact me.

Respectfully,

Redacted by HELP Committee

Senior Associate General Counsel
Remington Administrative Services, Inc.
500 International Parkway, Suite 200
Heathrow, Florida 32746-5000

Redacted by HELP Committee

THIS ELECTRONIC MESSAGE CONTAINS INFORMATION FROM THE LEGAL DEPARTMENT AT REMINGTON ADMINISTRATIVE SERVICES, INC. AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S). THIS MESSAGE MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW(S). THIS MESSAGE MAY NOT BE READ, USED, DISTRIBUTED, FORWARDED, REPRODUCED OR STORED BY ANYONE OTHER THAN THE INTENDED RECIPIENT(S). IF YOU ARE NOT THE INTENDED RECIPIENT(S), PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE AT [Redacted] THANK YOU.

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Friday, January 22, 2010 9:58 AM
To: Redacted by HELP Committee [Redacted]
Subject: RE: FL DOE/CIE - Complaint against Remington College - Tampa Campus (Complaint No. 1233)

Please update me as to whether or not this agreement has been signed by both parties. I have not received anything further regarding the complaint filed.

Sincerely,

Redacted by HELP Committee

Florida Department of Education
Commission for Independent Education

Redacted by HELP Committee

5-000034

www.fl DOE.org/cie

From: Redacted by HELP Committee

Sent: Friday, January 15, 2010 4:06 PM

To: [REDACTED]

Cc: Redacted by HELP Committee

Subject: FL DOE/CIE - Complaint against Remington College - Tampa Campus (Complaint No. 1233)

This is an offer of settlement and compromise, and pursuant to Federal Rule of Evidence 407 and analogous state law, this correspondence is not admissible as evidence of an admission of liability and/or the amount of liability.

[REDACTED]

As a follow-up to our telephone conversation and the resolution of your complaint that we reached this morning, attached please find a copy of the Settlement and Release Agreement (the "Agreement") I have prepared to assist in documenting and finalizing the resolution of this matter. Please review the Agreement, and if you are agreeable to the terms therein, then complete/sign/date the Agreement, return the original, signed Agreement to me, and I will have it signed by our President & CEO, Jack Forrest. Once, and only when, we receive the original, signed Agreement back from you, along with documentation of your request to withdraw your complaint (as referenced in the Agreement), we will process the agreed-upon refund and send you a copy of the fully-executed Agreement.

Additionally, please let this correspondence confirm that you have received both your Transcript and Ledger Card, and thus, that portion of your complaint has been resolved without any further action required on the part of Remington College – Tampa Campus.

If you should have any questions, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly.

Respectfully,

Redacted by HELP Committee

Senior Associate General Counsel
Remington Administrative Services, Inc.
500 International Parkway, Suite 200
Heathrow, Florida 32746-5000

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THANK YOU.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between **Remington College – Tampa Campus, Inc. d/b/a Remington College – Tampa Campus** (the "Company") and [REDACTED] ("Student"), (collectively, the "Parties").

Recitals

WHEREAS, Student enrolled in the Company's Computer and Network Administration Program (the "Program") on or about October 20, 2008 and withdrew from the Program on or about October 15, 2009;

WHEREAS, a dispute has arisen between Student and the Company regarding the classroom instruction provided during his enrollment in the Network Implementation and Support Course (CN1270) offered by the Company;

WHEREAS, Student filed a complaint with the Florida Department of Education/Commission for Independent Education (Complaint No. 1233) regarding the above-referenced dispute; and

WHEREAS, the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. Subject to Student's compliance with the terms and conditions of this Agreement, the Company agrees to refund directly to Student's lender(s) [REDACTED], the equivalent of the tuition earned and/or received by the Company in relation to Student's enrollment in the Network Implementation and Support Course (CN1270) offered by the Company; however, the Company will retain (and will not refund) all Student's Pell Grant funds, and any other loan funds or other monies received and/or earned in relation to Student's enrollment in the Program. The refund of loan funds referenced above will first be applied to Student's unsubsidized loan balance, and should any refund monies remain after being applied to Student's unsubsidized loan balance, the remaining refund monies will be applied to Student's subsidized loan balance.

Student understands and agrees that he will be solely responsible, and indemnify and hold the Company harmless, for and from any and all tax obligations/liabilities associated with the consideration set forth above in this Paragraph 1.

2. Release of Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers,

employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below) and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the “Released Parties”) of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to Student’s enrollment in the Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, or (d) any violation of or failure to comply with any public policy connected in any way with Student’s affiliation with the Company, the Program or any of the Affiliated Companies.

The term “Affiliated Companies” means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

3. Withdrawal of Claim/No Other Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student agrees to request the withdrawal of his above-referenced complaint with the Florida Department of Education/Commission for Independent Education (Complaint No. 1233). Student further represents and warrants that he has no disputes against the Company or any of the Affiliated Companies, aside from the dispute referenced above in this Agreement. Additionally, aside from the above-referenced complaint filed with the Florida Department of Education/Commission for Independent Education (Complaint No. 1233), Student represents and warrants that he has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies or any court, judicial body or other entity relative to any disputes he may have or have had with the Company, any of the Affiliated Companies or relative to his enrollment in the Program.

4. No Enrollment/Re-Enrollment. Student represents and warrants that he will not apply for, enroll in or re-enroll in any program offered by the Company or any of the Affiliated Companies (e.g. another Remington College Campus).

5. Confidentiality. Student acknowledges and understands that the terms of this Agreement and Student’s settlement with the Company are strictly confidential, and Student warrants and represents that neither he nor his agents has revealed or will reveal to any person or entity (except for Student’s attorney, tax consultant or immediate family members, subject to their agreement to

011510

keep the terms of this Agreement and/or Student's settlement with the Company confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant or immediate family members will constitute a breach by Student as if Student had committed the breach.

6. Non-Disparagement. Student warrants and represents that he will not, directly or indirectly, himself or through any other person or entity, make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Program.

7. Non-Solicitation. Student agrees not to, directly or indirectly, himself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any current or former student of the Company or any of the Affiliated Companies: (a) to drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies or any other entity against the Company or any of the Affiliated Companies; or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

8. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligation to pay any amounts owing to Student pursuant to Paragraph 1 of this Agreement shall immediately cease, and Student shall immediately be obligated to pay the Company an amount equal to any monies paid to Student or paid to others on Student's behalf (e.g. lenders). Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction to prohibit any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

9. Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 8, Student and the Company agree that any and all claims, disputes, or controversies, whether in contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. The Company and Student agree that the venue for all arbitrations shall be in Tampa, Florida, unless otherwise mutually agreed upon in writing by the Parties.

11. Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supersedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to Student's enrollment in the Program.

Executed and entered into this 25th day of January, 2010.

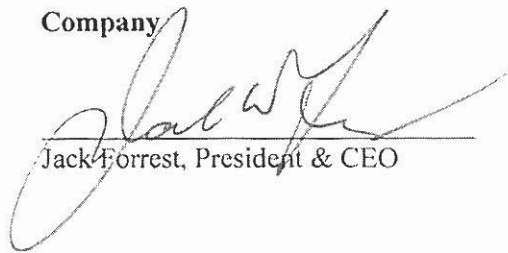
Student


[Redacted signature area]

SSN: [Redacted]

DOB: [Redacted]

Company


Jack Forrest, President & CEO