Better Business Bureau of the Mid-South

COMPLAINT ACTIVITY REPORT # 40064877

Consumer Info:

o: Remington College - Memphis 2731 Nonconnah Blvd # 160 Memphis, TN 38132-2110 Redacted by HELP Committee **Business Info:**

Consumer's Original Complaint:

I attended Remington College 11/2003 and was charged \$1,856 Transportation, \$4,800 Room & Board. Totaling \$6,656 In fraudulent charges. Remington College is in an office building that does not provide housing or transportation. I have disputed the charges with Remington College and with every collection agency the loan has been sold to. Once I dispute the loan the Collection agency SELLS the loan to a new company and the process starts all over again. I have my loan agreement and the breakdown of the charges from Remington College. This experience with Remington College is preventing me from furthering my education. I currently have the opportunity of a lifetime to attend college on a possible full scholarship, but because of this defaulted fraudulent loan on my credit report and on the Student loan registry I am unable to obtain any assistance.

If this is not the correct place to beg for help, please direct me to someone who can tell me what my legal options are.

Thanks in Advance,

Consumer's Desired Resolution:

I want the loan corrected to reflect the correct charges, removed from my credit report and removed as a default loan with the Nation student loan program.

BBB Processing

08/09/2010 08/10/2010

web BBB Information/Complaint Received by BBB

Otto BBB Informed accredited business of complaint

Education America, Inc. Document 14, Page 1



September 3, 2010

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION

Redacted by HELP Committee

Dispute Resolution Coordinator Better Business Bureau of the Mid-South 3693 Tyndale Drive Memphis, TN 38125

Re:

v. Remington College - Memphis Campus, Inc. d/b/a Remington College - Memphis Campus (Case Number: 40064877)

Dear Ms.

Please accept this statement in response to the complaint filed by ("Complainant") against Remington College – Memphis Campus, Inc. d/b/a Remington College – Memphis Campus ("Remington College"). Please be advised that I will be your point of contact for Remington College on this matter moving forward. I am hopeful that this statement will assist in your review of the aforementioned complaint. I

Remington College is a private, for-profit, vocational college that provides hands-on education/training designed to help prepare students for entry-level employment in a variety of career fields. Complainant, a former student in Remington College's Medical Assisting Program, alleges that she was fraudulently charged for transportation and room and board, totaling \$6,656, and claims that her defaulted fraudulent loan has compromised her future education in that she is now unable to receive any further financial aid. Complainant requests that her loan balance be corrected and that her defaulted loan be removed from her credit report. Remington College adamantly denies Complainant's allegations and contends that the tuition

500 International Parkway, Suite 200

Heathrow, FL 32746

Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Burcau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

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charged to Complainant relative to her enrollment in its Medical Assisting Program is correct and does not include any charges for room and board or transportation.

Here, the terms of Complainant's charges relative to her enrollment in Remington College's Medical Assisting Program are governed by the Program Application and Enrollment Agreement (the "Agreement") she entered into with Remington College on November 10, 2003. (See Program Application and Enrollment Agreement, signed by Complainant on November 10, 2003 and attached hereto as Exhibit 1). Per the Agreement, Complainant would be charged an application fee of \$50.00, tuition totaling \$10,600.00, and additional fees as referenced in the Campus Catalog.

As can be seen from Complainant's Ledger Card, she was charged tuition totaling \$10,600.00 on November 17, 2003 and an Application Fee of \$50.00 on November 19, 2003. (See Ledger Card, attached hereto as Exhibit 2). Thereafter, Complainant withdrew from school on or about June 10, 2004, and as a result, Remington College made a tuition adjustment (e.g. charge reversal/refund) in the amount of \$2,120.00 (in accordance with the applicable refund policy) and charged Complainant an Administration Fee of \$100.00 (as referenced in the Agreement and Campus Catalog) on June 30, 2004. (See Exhibit 2; see also, excerpts from the Campus Catalog, attached hereto as Exhibit 3). There is no reference to room and board or transportation anywhere in the Agreement or Ledger Card. (See Exhibit 1 and Exhibit 2).

Complainant alleges that she has a "loan agreement and breakdown of charges from Remington College," and Remington College believes that Complainant is referring to her "2003-04 GFAS Confirmed Budget Worksheet" (the "Budget Worksheet"). (See the Budget Worksheet, attached hereto as Exhibit 4). Assuming this is the document Complainant is referring to, under the heading titled "Cost of Attendance," there is a monetary amount listed for transportation and room and board, which is simply an estimate of Complainant's transportation and room and board expenses during her enrollment at Remington College. This estimated amount of living expenses was utilized to establish Complainant's total cost of attendance and ultimately determine how much financial aid Complainant was entitled to receive. As can be seen from the attached Ledger Card, Remington College never actually charged Complainant for these estimated living expenses.

Based on the aforementioned reasons, Remington College adamantly denies Complainant's allegations that she was charged for room and board and/or transportation and/or otherwise denies any wrongdoing in this matter. Nonetheless, since Complainant appears to be confused about the estimated living expenses and charges related to her enrollment, Remington College is going to attempt to contact Complainant via telephone and provide her with a more detailed explanation of the foregoing and answer any questions she may have regarding the

The Ledger Card also references a charge and tuition adjustment, both in equal amounts of 5,888.88, on June 30, 2004, which zero each other out.

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estimated living expenses and charges related to her enrollment. Accordingly, Remington College respectfully requests that this complaint be dismissed in its entirety as expeditiously as possible.

If you should require any additional information, or if I can otherwise be of any assistance in this matter, please do not hesitate to contact me directly. I can be reached at

Respectfully submitted,

DCN/lm Attachments

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