

#4130

✓ Court Flow response 12/21/09
 ✓ Consumer guide copy - 12/21/09
 to send to Remington
 Tampa

From: [REDACTED]
 Sent: Thursday, December 17, 2009 8:46 PM
 To: We're, Listening; Redacted by HELP Committee
 Subject: I need someone's help. Please.

I was unfortunate enough to have enrolled in Tampa Technical Institute's Business Administration program in 1995. The school was located at 2410 E. Busch Boulevard in Tampa Florida.

I was 19 years old, my mother had just passed away, in 1993, widowing my father, and leaving my then 12 year old brother and myself, mom-less. Financial stress was not the only situation that my mom's untimely passing left us with. I was desperate. I needed to do something positive, for my family. I made an appointment at TTI, and went to listen to their pitch.

It sounded like the door, to the Avenue where I needed to start. I would leave the school in 18 months, with an Associates of Science, in Business Admin, Minor in Accounting, and it would be completely transferable to any college. I specifically asked the Admissions lady I was working with if I would be able to transfer my degree to HCC or USF, after Graduation, with living so close to both schools, and of course, she told me yes. That was it! I was so incredibly excited and proud, of the journey that I was about to embark on!

Being so young, I had no idea exactly how the Financial Aid process worked. They mentioned something about subsidized, something of unsubsidized, something about Sallie Mae (when I still thought she was a person), aside from grants, that I would qualify for, having lost my Mom, that were OBVIOUSLY never even applied towards my \$ 14,700 tuition. "Don't worry about that end, we'll take care of it for you. Of course we understand.". During my Admissions process, I don't even recall specifically signing an actual "Loan Agreement".

Well, long story short...I finished my Program, yet never received a Certificate of Completion. I do not physically have my degree. I was never mailed one, as I was told that I would be. I gave birth to a sick child in 1997, so needless to say, I was pretty busy with the challenges involved, for a good amount of time. Periodically, I would put in a call for the Administrator to please call me, to try and get to the bottom of this. Not once, did I ever receive a call back. I also physically went to the location on Busch Boulevard once, to be told that I owed them a substantial amount of money. Funny enough, with all of my "Financial Aid", I wasn't supposed to owe them a dime. Next thing you know, they are closed down, for what I can imagine is at least Fraudulent Activity, as I am sure that I'm not the only person who had this type of situation from them. They reopen as Remington College, and suddenly, they have never heard of me.

How can this happen? How can I be held financially responsible for a degree that I never received, from such an institution? Weren't there some sort of checks and balances in place to discontinue funds to schools that misrepresent themselves, not to mention misappropriate their funding? Who was supposed to be there, protecting ME?

So now, here I am, 12 years later with Student Loans on my credit, for a degree that I never physically received, from a School that no longer exists.
 Is there anybody that can help me with this situation?

I am a 34 year old married, mother of 2 beautiful children. Having recently lost yet another family member to Cancer, I found myself taking care of this individual. I recently put myself through CNA classes and am yet to take the State Exam. I thoroughly enjoyed what happiness I was so fortunate enough to bring into my Aunt's life during her last year. I have truly been inspired. I am now a Certified HHA, but would absolutely LOVE to pursue Higher Education for myself in the Nursing Field*. (*From a REAL School!!)

Unfortunately, this will be nearly impossible, thanks to Tampa Technical Institute and my "invisible degree".

If there is anyone that may possibly be able to help me in resolution of this situation, Please let me know. It's funny how when you are younger, you feel like you have all of the answers. Then one day you wake up and see things for how they really are.

12/18/2009

I am sending a Courtesy Copy of this E-mail to the following: The Florida Department of Education, Governor Charlie Crist's Office, and the Federal Student Aid Office-Defaulted Loans Department.

I certainly appreciate your time, consideration, and any assistance and guidance, that you may be able to offer.



12/18/2009



REMINGTON ADMINISTRATIVE SERVICES, INC.

January 20, 2010

VIA E-MAIL TRANSMISSION AND
ORIGINAL BY UNITED STATES MAIL

Redacted by HELP Committee

Redacted by HELP Committee

Florida Department of Education
 Commission for Independent Education
 325 W. Gaines Street
 Suite 1414
 Tallahassee, FL 32399-0400

Re: [REDACTED] v. Tampa Campus, Inc. d/b/a Remington College –
 Tampa Campus ("Remington College") (Complaint Number: 1271)

Redacted by HELP Committee

Dear

Please be advised that I am in receipt of the correspondence sent to Remington College by Mr. [REDACTED] Executive Director of the Commission for Independent Education, which encloses the complaint submitted by [REDACTED] ("Complainant"). I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.^{1/}

Complainant attended Remington College's Business Administration Program ("the Program"), from January of 1996 through February of 1998, dropping out of the program, and then re-enrolling, on several occasions during that time.^{2/} She permanently dropped out of

^{1/} 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 Department 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.

^{2/} From 1995 to 2003, Remington College's Tampa campus operated under the name "Education America – Tampa Technical Institute." In May of 2003, the campus changed its name to "Remington College – Tampa Campus." For convenience, the campus will simply be referred to as "Remington College" throughout this response.

500 International Parkway Suite 200

Heathrow, Florida 32746

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Remington College on or about February 16, 1998.^{3/} For nearly twelve years after dropping out, Complainant did not make any formal complaint against Remington College until submitting the subject complaint on December 17, 2009.

Complainant makes numerous allegations against Remington College, all of which are either demonstrably false or are completely vague and unsubstantiated. Most of her allegations are expressly refuted by documents bearing her own signature. Complainant alleges that she “finished [her] Program,” but “yet never received a Certificate of Completion.” She further alleges that she was induced into enrolling at Remington College by promises from “the Admissions lady” that she would be “able to transfer her degree” to Hillsborough Community College or the University of South Florida following graduation from the Program. Complainant alleges that several false promises were made to her regarding financial aid. Finally, Complainant makes several vague allegations that Remington College “misappropriated” funds. “misrepresent[ed] themselves,” and that Remington College “closed down” due to what she speculates must have been “at least Fraudulent Activity [sic].”

Remington College adamantly denies Complainant’s allegations in their entirety. As conclusively demonstrated by the documentation attached hereto, it is undisputed fact that Complainant did *not* graduate from Remington College, did *not* complete the Program, and was *not* entitled to any “certificate of completion” or diploma. In fact, she did not even come close to completing the Program, voluntarily dropping out nearly 40 credits short of the requirements for completion. Additionally, Complainant personally signed documentation – not once, but on three separate occasions – attesting that no promises had been made to her other than those appearing in Remington College’s Enrollment Agreement. On all three occasions, Complainant specifically signed disclaimers acknowledging that no promises were made by Remington College regarding the transferability of credits. Finally, the attached documentation demonstrates that Complainant was specifically advised of her continuing legal obligation to pay her student loans after she chose to drop out of the Program. For these reasons, and for the reasons set forth below, Remington College respectfully asserts that the complaint is entirely without merit, and should be dismissed.

^{3/} Although Complainant alleges that she enrolled in the Program in 1995, appears to allege that she last attended the Program in 1997, and alleges that she “finished [her] Program, yet never received a Certificate of Completion,” all of these assertions are simply false. As demonstrated in the exhibits attached hereto, and explained further below, Complainant actually first enrolled in January of 1996, and last attended the Program in February of 1998. More significantly, Complainant did not come close to completing the Program, instead voluntarily dropping out, and was therefore not entitled to any degree of “Certificate of Completion.” As set forth in detail below, these are just a few of many examples of Complainant’s allegations being conclusively refuted by written documentation. Respectfully, Remington College asserts that Complainant’s credibility is seriously called into question by her many false allegations and statements, as well as by the length of time between her last date of attendance and the date of her complaint. Her credibility is further called into question by her apparent difficulty recalling facts and events at a point that is more than a decade after she last attended Remington College. As one example, she claims in her complaint that she does “not even recall” signing any loan documentation, despite the extensive documentation attached hereto reflecting her signature on numerous student loan and financial aid documents.

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A. Background Information

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for new careers in fields including criminal justice, dental assisting, medical assisting, and electronic technology. Remington College's Tampa campus began operations as "Tampa Technical Institute" in 1948. The campus has since had several name changes, and was officially re-named "Remington College - Tampa Campus" in 2003.

Complainant originally enrolled in the Program on or about January 10, 1996. Less than seven months later, in late July of 1996, Complainant stopped attending class. On or about August 13, 1996, Complainant was officially dropped by Remington College for the first time, due to unsatisfactory attendance, after registering fifteen absences during the relevant quarter. On the "Student Drop Sheet" dated August 13, 1996, it was noted that "██████████ is having personal problems." The "Enrollment Agreement" as well as the "Student Drop Sheet" relevant to this time period are attached hereto as "*Composite Exhibit A.*"

In or around October of 1996, Complainant re-enrolled in the Program. Approximately eight months later, in June of 1997, Complainant was dropped from the Program for a second time, on this occasion having accumulated sixteen absences during the relevant quarter.^{4/} The "Enrollment Agreement" as well as the "Student Drop Sheet" relevant to this time period are attached hereto as "*Composite Exhibit B.*"

In or around July of 1997, Complainant enrolled in the Program for a third time. Approximately seven months later, in early February of 1998, Complainant once again stopped attending classes. She was officially dropped from the Program by Remington College – for the third and final time – on or about February 16, 1998, due to excessive absences. At the time of her final termination from the Program, Complainant had registered 12 absences during the relevant quarter, and it was noted that "██████████ does not respond to phone calls." The "Enrollment Agreement" as well as the "Student Drop Sheet" relevant to this time period are attached hereto as "*Composite Exhibit C.*"

As the result of Complainant being dropped in February of 1998, she received three "W's" (indicating "withdrawal"), and one "F" for the four final classes in which she had been enrolled. In the previous quarter, she had received two "Ws" after failing to complete those courses. At the time Complainant dropped for the final time, she had accumulated only 85 credit hours – out of the 124 required to complete the Program. Accordingly, she was 39 hours short of the credits required for program completion at the time she dropped out for the last time. Complainant's "Academic Transcript" is attached hereto as "*Composite Exhibit D.*"

^{4/} It does appear as if the second time Complainant dropped, she did so voluntarily, for medical reasons, after having excessive absences.

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On February 19, 1998, Remington College's Accounting Department sent a letter to Complainant, confirming that she was no longer attending the Program. That letter also expressly advised Complainant that she had a balance due, with her lender, on her outstanding student loans. The letter informed her that she "may expect to hear" from the lender within the next few months. The February 19, 1998 letter is attached hereto as *Exhibit E*.

B. Response to Complainant's Allegations

- 1. Complainant's allegation that she completed her program, but was never provided a "certificate of completion," is entirely false, as expressly documented by her own student record.**

Complainant's primary complaint is that she supposedly "finished [her] program," and was promised that she would be mailed a "certificate of completion," but never received the certificate. However, as set forth in the "Background Information" section above, these allegations are simply false. As explicitly documented in the attachments to this response, including the "Student Drop Sheets" as well as the "Academic Transcript," Complainant dropped out of the program while she was still 39 credits short of the credits required for completion. She did not "complete the program," was not promised that she would be mailed a "certificate of completion," and was not entitled to any such certificate, or to any degree or diploma. Accordingly, these allegations are entirely baseless⁵.

- 2. Complainant's allegations that she was induced into enrolling at Remington College by promises made by Remington College's Admissions Department are demonstrably false, as documented by the Enrollment Agreements themselves.**

Complainant alleges that she "specifically asked the Admissions lady" if she would "be able to transfer [her] *degree* to HCC or USF, *after Graduation*" (*emphasis added*). As an initial matter, this complaint appears entirely moot, given the specific allegation that she was told her *degree* would transfer *after graduation*, given that Complainant never obtained a degree, and never graduated from Remington College. It should also be noted that Complainant does *not* allege that she ever made any attempt to enroll in either HCC or USF.

However, any allegation that promises were made to Complainant by Remington College Admissions Representatives is refuted, in writing, by documents signed by the Complainant herself. Specifically, all three of the Enrollment Agreements signed by Complainant, which are included in the attachments to this response, include the following pertinent language:

⁵ It should also be noted that Remington College does not appear to have any record of Complainant ever making any written request for a copy of her "certificate of completion," or a copy of her transcript, at any point in the nearly twelve years since she last attended classes. Accordingly, notwithstanding that Complainant clearly was not entitled to any "certificate of completion," it does not appear that she even *attempted* to request any documentation whatsoever from the school in the more than a decade since dropping out of the Program.

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“In entering into this Enrollment Agreement, *I have relied only upon written information and statements* published in the College Catalog . . . *There have been no verbal or written agreements or promises other than those appearing in this contract.*” (Emphasis Added).

This language appears conspicuously in a separately designated box on the front page of each of the three Enrollment Agreements signed by Complainant. Complainant not only signed the Enrollment Agreements containing this language on three different occasions, but she also specifically initialed and dated the stand alone boxes containing the above language on three separate occasions.

The first page of each of the three Enrollment Agreements also contains additional language, also designated by stand alone boxes, that expressly states the following:

“Programs at the College are designed for employment purposes. *The student should not assume that the courses in any program can be transferred to another institution for credit.* While some institutions may accept some credit from these programs, *the general rule is that courses taken in these programs do not transfer.*” (Emphasis added).

Again, Complainant specifically initialed and dated the stand alone boxes containing this language on three separate occasions.

Finally, all three of the Enrollment Agreements signed by Complainant also contain the following bold-faced language:

“By signing this agreement, the student acknowledges that he/she has read both sides of this enrollment agreement, understands the contents, and agrees to abide by its terms and the College’s training policies. The student hereby acknowledges receipt of a completed copy of this enrollment agreement.” (Emphasis in original).

Accordingly, there is absolutely no basis for Complainant’s allegations, more than a decade after the fact, that she was made promises by Remington College’s Admissions Department that induced her to enroll. To the contrary, Complainant signed and initialed three separate documents, on three separate occasions, attesting that she did not rely on any such promises as an inducement to enroll.

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3. ***Complainant's allegations that she was induced into enrolling at Remington College by promises made by Remington College's Financial Aid Department are demonstrably false, as documented by the Enrollment Agreements themselves.***

Complainant also appears to allege that several false promises were made by Remington College's Financial Aid Department, including purported statements such as "Don't worry about that end, we'll take care of it for you. Of course we understand." She also implies that she was taken advantage of, stating that she was "so young" that she "had no idea how exactly the Financial Aid process worked." She claims to have been surprised to later learn that she continued to owe money to her lenders, even after leaving Remington College, asking how she can "be held financially responsible from a degree that [she] never received." She also states that "[d]uring my admissions process, *I don't even recall specifically signing an actual "Loan Agreement."* (Emphasis added).

Any allegation that Complainant relied on promises by any Remington College employee is expressly refuted by the language cited in the preceding section, contained in all three Enrollment Agreements she signed, stating that she did *not* rely on any verbal or written promises, other than those appearing in the Enrollment Agreements themselves. Additionally, despite Complainant's assertions that she does not recall signing any loan documents, she signed several different "Applications and Promissory Notes for Federal Stafford Loans," ("the Notes"). Complainant also signed several other documents, including "Installment Note and Disclosure Statements," and "Federal-Family Education Loan Program Interview Checklists," which explicitly explained her financial aid, as well as her repayment obligations, and the consequences of defaulting on the loans. Copies of the Notes, as well as other documents signed by Complainant relating to financial aid, are attached hereto as "Composite Exhibit F." Included along with other relevant language in each of the attached Notes, all signed by Complainant, is the following:

"I understand this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised . . . My signature certifies that I have read, understand, and agree to the terms and conditions of this Application and Promissory Note . . ." (Emphasis Added).

Also included within the Notes attached as *Composite Exhibit F* are express explanations of Complainant's obligations of repayment, as well as the amounts of the loans for which she was applying. Additional information regarding the cost of Complainant's tuition, her obligations to pay, and Remington College's official refund policy, were included and specifically explained in all three of the Enrollment Agreements signed by Complainant and which are attached hereto. Finally, as previously discussed in the "Background Information" section, Remington College transmitted a letter to Complainant (attached as "*Exhibit E*"), within days after she was dropped for the final time, expressly advising her that she would owe balances to her lender, and that she could expect to hear further from the lender.

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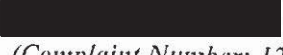
Accordingly, for all of these reasons, there is no merit to Complainant's allegations that false promises were made to her by Remington College's Financial Aid Department. Her allegations that she was not provided with any explanation of the loans she applied for, the amount of her financial obligation, or her obligation to repay the loans, are also expressly refuted by written documentation, and are equally as frivolous.


4. *Complainant's remaining allegations are all either expressly refuted by written documentation, or are too vague and ambiguous to allow for a meaningful response.*

Complainant makes several additional vague allegations, including that Remington College "misappropriated" funds. "misrepresent[ed] themselves," and that Remington College "closed down" for what [she] can imagine is at least Fraudulent Activity [sic]." However, Complainant does not substantiate any of these allegations, nor provide any factual basis for making them. Her allegation that Remington College ever "closed down" for what she speculates is "fraudulent activity" is quite simply false. As detailed in the "Background Information" section above, Remington College's Tampa campus has been in operation, under several different names and under different ownership, since 1948. Complainant's false and groundless allegation that the campus has been "shut down" as the result of "fraudulent activity" further detracts from her credibility. Remington College adamantly denies this allegation, as well as every other allegation contained in the complaint.

C. Conclusion

Remington College adamantly denies that there is any basis for any of Complainant's allegations. Most of her allegations are demonstrably false and expressly contradicted by numerous documents bearing Complainant's own signature. Complainant's primary allegation – that she was entitled to but never received a degree or "certificate of completion" – is simply untrue. As detailed in the documentation attached hereto, Complainant never completed the Program in which she was enrolled, and in fact did not even come close to completion. Instead, she dropped out of the Program after compiling excessive absences. Complainant's allegations that Remington College staff made purported false promises to her are expressly contradicted by three separate enrollment agreements that she signed on three different occasions. Although she claims to have not understood the terms of the student loans she applied for and voluntarily incurred, these allegations are also expressly contradicted by numerous documents bearing Complainant's own signature. Consequently, Remington College asserts that Complainant's allegations are entirely without merit, and respectfully requests that this complaint be dismissed as expeditiously as possible.

 v. *Remington College – Tampa Campus*
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If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at 

Respectfully submitted,



SDD/jab
Enclosures