

Thursday, April 2, 2009

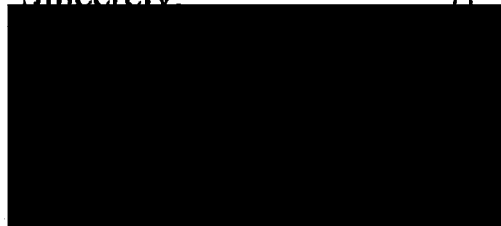
To whom it may concern:

I am writing to you because I feel your school representative was very misleading and misrepresented Universal Technical Institute. <sup>Redacted by HELP Committee</sup> told my son, <sup>Redacted by HELP Committee</sup> quote "With your grade point average, you'll be our top student and Porsche will hire you just like that." We feel like <sup>Redacted by HELP Committee</sup> would say whatever it takes to get you to sign papers and pay the \$100.00 fee. He was very misleading in telling my son everything was going to be very promising with a \$180,000 a year job was sure to be his before graduation!

I feel a 17 year old is willing to listen to an adult telling him ALL wonderful information, but having a loan payment of a \$25,000 loan are very large payments for an 18 year old fresh out of UTL, that possibly would have trouble even finding a job. I truly feel we have been scammed by sales people, rather than discussing an education for my son, especially when we could get the fee back if we toured the campus that he would not be attending. We didn't accept <sup>Redacted by HELP Committee</sup> into our home to sign any paperwork, but to just gather information for <sup>Redacted by HELP Committee</sup> has decided to join the military and go to college afterwards.

We are asking you one last time to accept our request of returning our \$100.00 fee to our family who needs it! I spoke with a few different people at your facility and would appreciate your understanding in this matter.

Sincerely,



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UTI-C-000432

Enrolled students will receive refunds according to Texas requirements, or the student's state of residence, whichever is more favorable to the student.

1. If the Enrollment Agreement is rejected by UTI, the applicant will be notified and a full refund of all monies paid will be made.
2. An applicant may cancel enrollment at any time before the commencement of classes. An applicant not requesting cancellation by the scheduled starting date will be considered a student.
  - A. A full refund will be made to any student who cancels this Enrollment Agreement within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) after the Enrollment Agreement is signed by the prospective student.
  - B. An applicant subsequently requesting cancellation shall be entitled to a refund of all monies paid to the Institute or its representatives minus a registration fee of 15% of the Tuition Cost of the enrollment period, but in no event may the Institute retain more than \$100 plus the cost of the meter if issued prior to cancellation.
  - C. A student who did not visit the Institute prior to signing the Enrollment Agreement may cancel enrollment within 72 hours following a tour of the Institute and equipment. Such cancellation results in a refund of all monies paid.
  - D. A full refund will be provided to a student if the course of instruction is discontinued by the school and this prevents the student from completing the course.
  - E. A full refund of all tuition and fees is due and refundable if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentation by the owner or representative of the school.
  - F. An enrolled student that does not start class by the second day of the scheduled start date and does not contact the school to reschedule or does not cancel in writing as required will be considered to have abandoned the agreement resulting in the forfeiture of the registration fee.

### 3. TUITION REFUND POLICY

Tuition charges are based on the lesser of the percentage of the program completed based on section B below or the percentage of the period enrollment completed based on the institution's policy listed in C below. Both determinations are based on the percentage of attempted weeks exclusive of the cost of uncharged retakes.

- A. The student's effective termination date for refund purposes, once classes are attended, will be the earliest of the following:
  - a. The date the student is terminated by the school.
  - b. The date of receipt of written notice from the student.
  - c. For a student who does not attend classes for a period of ten (10) consecutive class days and who does not give the Institute, prior to or during that period, an explanation regarding the absences, is considered to have withdrawn from the Institute on the 11<sup>th</sup> class day.
- B. If the student who enters a residence program of not more than 12 months in length terminates or withdraws after expiration of the 72 hour cancellation privilege, the Institute may retain \$100 plus the indicated amount below based on the remaining tuition (total tuition cost plus \$100) plus the cost of the meter if issued prior to withdrawal.
  1. During the first week or one-tenth of the program, whichever is less, 10% of the remaining tuition, but in no event will the amount retained exceed \$350, plus the \$100 stated in paragraph 2B for a total of \$450;
  2. After the first week or one-tenth of the program, whichever is less, but within the first three weeks or one-fifth of the program, whichever is less 20% of the remaining tuition and fees;
  3. After the first three weeks or one-fifth of the program, whichever is less, but within the first quarter of the program, 25% of the remaining tuition and fees;
  4. During the second quarter of the program, 50% of the remaining tuition and fees;
  5. During the third quarter of the program, 80% of the remaining tuition and fees;
  6. During the last quarter of the program, the student may be considered obligated for the full tuition and fees.
- C. If the student terminates or withdraws after expiration of the 72 hour cancellation privilege, the Institute may retain \$100 plus the indicated amount below based on the remaining tuition (total tuition cost plus \$100) plus the cost of the meter if issued prior to withdrawal.
  1. During the first week of the period of enrollment, 10% of the remaining tuition, but in no event will the amount retained exceed \$350, plus the \$100 stated in paragraph 2B for a total of \$450;
  2. After the first week of the period of enrollment, but within the first three weeks of the period of enrollment 20% of the remaining tuition and fees;
  3. After the first three weeks of the period of enrollment, but within the first quarter of the period of enrollment, 25% of the remaining tuition and fees;
  4. During the second quarter of the period of enrollment, 50% of the remaining tuition and fees;
  5. During the third quarter of the period of enrollment, 75% of the remaining tuition and fees;
  6. During the last quarter of the period of enrollment, the student may be considered obligated for the full tuition and fees.

### I. REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE - EFFECTIVE NOVEMBER 1, 2007

- A. A student of the school who withdraws from the school as a result of being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for the program in which the student is enrolled:
- B. If tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
- C. A grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student previously received a grade on the student's transcript, and the right to re-enroll in the program or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
- D. The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
  1. Satisfactorily completed at least 90 percent of the required coursework for the program, and
  2. Demonstrated sufficient mastery of the program material to receive credit for completing the program.

In all cases, refunds made to the student will meet or exceed the requirement of Section 132.061 of the Texas Education Code. For resident programs more than 12 months in length, the refund shall be applied for each 12 month period paid, or part thereof, separately. For programs with more than one enrollment period, tuition charges for the first enrollment period must be paid in full prior to beginning the second enrollment period. Tuition charges for the second or subsequent enrollment period will be assessed according to section 3.B. paragraphs 1-6.

If, during the program of training, the Institute determines that a student is not suited for this field, the Institute reserves the right to terminate the student's training. Unused prepaid tuition, if any, will be refunded in accordance with this refund policy.

Special Cases - In case of student prolonged illness or accident, death in the family or other circumstances that make it impractical to complete the program, the Institute shall make a settlement which is reasonable and fair to both. In such cases when the student is fully obligated for the tuition and intends to return to school within one year of withdrawal, there will be no additional tuition charge.

Title IV refunds will be totally consummated within 45 days after the effective date of termination. See A above for the effective date of termination.

Refund computation will be based on scheduled clock hours of class attendance through the last date of attendance. Leaves of absence, suspensions, and school holidays will not be counted as part of the scheduled class attendance.

**"Approved & Regulated to Operate by the Texas Workforce Commission, Career Schools & Colleges Section, Austin, Texas"**



Texas Campus (Main Campus)

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www.uticorp.com

April 7, 2009



Dear Ms. [Redacted]

We are in receipt of your letter dated April 2, 2009 requesting a refund of the \$100.00 enrollment fee.

The first component of your complaint alleges that [Redacted by HELP Committee] stated he told your son everything was going to be very promising with an \$180,000 a year job was sure to be his before graduation. Mr. [Redacted by HELP Committee] does state that he did not misrepresent your son's income potential. UTI representatives are only allowed to furnish wage statistics that are provided by nationally recognized entities such as the Bureau of Labor Statistics and the National Automotive Dealers Association.

I understand that [Redacted by HELP Committee] spoke with you in person and that he explained all [Redacted] had to do was come over to UTI, tour the school and request a refund after the tour. Arrangements were made for the [Redacted] to ride over to open house but this was not acceptable to you.

I have come to the determination that in this case a refund is not warranted due to miscommunication by UTI.

If [Redacted] changes his mind again all he would have to do is contact the school and we could reinstate his enrollment and waive the re-enrollment fee.

Please do not hesitate to contact me at [Redacted by HELP Committee]

Sincerely,

[Redacted by HELP Committee]

Houston Campus President

UTi Universal Technical Institute, Inc.



Universal Technical Institute  
AZ // CA // FL // IL // MA // PA // TX

Motorcycle Mechanics Institute  
Arizona // Florida

Marine Mechanics Institute  
Florida

NASCAR Technical Institute  
North Carolina

Custom Training Group  
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UTI-C-000434

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