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2018CH04872

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

DAVE MCCORMICK, ROBBY BROWN,
T’LANI ROBINSON, DENNIS
MAGANA, SCOTT SWINDELL, and
DAVID TOROSYAN, individually and on
behalf of all others similarly situated,

Case No.: 2018-CH-4872

9225678

Hon. Michael T. Mullen

Plaintiffs,

v.

ADTALEM GLOBAL EDUCATION,
INC., formerly known as DEVRY
EDUCATION GROUP, INC.,
a Delaware corporation, DEVRY
UNIVERSITY, INC., a Delaware
corporation,

Defendants.

**THIRD AMENDED CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

Plaintiffs Dave McCormick, Robby Brown, T’Lani Robinson, Dennis Magana, Scott Swindell, and David Torosyan (“Plaintiffs”), individually and on behalf of all other persons similarly situated, by their undersigned attorneys, files this Third Amended Class Action Complaint against Adtalem Global Education, Inc. (“Adtalem”), formerly known as DeVry Education Group, Inc., and DeVry University, Inc. (“DVU”) (collectively referred to as “Defendants” or “DeVry”) to, without limitation, obtain a declaration that Defendants’ actions were unlawful and obtain damages and restitution as further set forth below. Plaintiffs allege the following based upon personal knowledge as to themselves and their own acts, and on information and belief as to all other matters, including, *inter alia*, investigation conducted by and through his attorneys.

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NATURE OF THE ACTION

1. At all times relevant herein, Defendants jointly operated the for-profit school, DeVry University.¹ DeVry provides hundreds of classes taught at physical campuses throughout the country, as well as online. Since at least 2008, Defendants have systematically engaged in deceptive advertisements about DeVry’s graduates’ job and income prospects in a bid to induce prospective students to enroll and pay inflated tuition prices. Specifically, Defendants claim that 90% of DeVry graduates actively seeking employment had careers in their fields of study within six months of graduation (the “90% Placement Claim”). Defendants additionally advertised that, one year after graduation, DeVry University bachelor’s degree graduates earned on average 15% higher incomes than graduates of other colleges or universities (the “Higher Income Claim”).

2. These claims are not meaningless statistics. Rather, as the Department of Education has recognized, for-profit institutions like DeVry use these types of statistics as critical selling points to get prospective students to enroll;² prospective students are more likely to choose a school advertising a more successful graduate track record than one with historically poor graduate outcomes. In DeVry’s case, it leveraged the 90% Placement and Higher Income Claims—which look superior on paper—to charge higher tuition rates than schools advertising

¹ Adtalem announced on or about December 5, 2017 that it had signed an agreement to transfer ownership of DeVry University and its Keller Graduate School of Management (“Keller”) to Cogswell Education LLC. This transaction was completed in December 2018.

² Department of Education, Program Integrity: Gainful Employment, 79 Fed. Reg. 64890-01, 64890 (Oct. 31, 2014) (“[P]rograms are engaging in aggressive and deceptive marketing and recruiting practices. As a result of these practices, prospective students and their families are potentially being pressured and misled into critical decisions regarding their educational investments that are against their interests.”); *see also* U.S. Gov’t Accountability Office, GAO-10-948T, Undercover Testing Finds Colleges Encouraged Fraud and Engaged in Deceptive and Questionable Marketing Practices (2010); Julian T. Miller, *Program Integrity and the Implications of the Corporate Identity in Higher Education*, 7 Brook. J. Corp. Fin. & Com. L. 509, 526 (2013) (noting Department of Education’s concern that “higher tuition costs at for-profit universities provide[] no return through gainful employment.”).

less successful graduate statistics.

3. This enrollment model is crucial to DeVry's success. Because DeVry derives the vast majority of its income from federal financial aid programs, it is incentivized to get as many students to enroll, take out loans, and make as many inflated tuition payments as possible. If—and more likely when—those students do not graduate or find jobs,³ the former students are stuck with crippling debt, while DeVry simply gets other unwitting prospects to buy into its 90% Placement and Higher Income Claims to enroll in those former students' places. Simply put, DeVry's business model is built on inducing as many prospective students to initially sign up and hand over tuition money. Its advertising campaign, centered entirely on the 90% Placement and Higher Income Claims, demonstrates DeVry's focus on these initial transactions, not its students' long-term success.

4. In early 2016, however, it was publicly revealed that Defendants' 90% Placement Claim and Higher Income Claim were false. Unfortunately, tens of thousands of students and consumers reasonably relied on these claims and enrolled in DeVry, borrowing millions of dollars' worth of student loans to purchase educational services and products from Defendants at inflated rates, when—had they known the truth behind Defendants' claims—they would have paid substantially less for their enrollment or wouldn't have enrolled at all.

5. Plaintiffs McCormick, Brown, Robinson, Magana, Swindell, Torosyan, and the students and consumers they seek to represent, are victims of DeVry's predatory practices. They have read and heard DeVry's 90% Placement Claim and Higher Income Claim, and, relying on truth and accuracy of these claims, enrolled and paid DeVry's inflated tuition. Had they known

³ Rajeev Darolia, *Do Employers Prefer Workers Who Attend For-Profit Colleges? Evidence from a Field Experiment*, National Center for Analysis of Longitudinal Data in Education Research (Aug. 2014), <https://caldercenter.org/sites/default/files/WP-%20116.pdf> (discussing that graduates are no more likely to find jobs than those that do not go to college).

the truth of these statements—that the 90% Placement and Higher Income Claims were unsubstantiated—they would not have enrolled at DeVry or would have paid less to do so.

6. Accordingly, Plaintiffs, on behalf of themselves and classes of similarly situated individuals, bring this lawsuit and seeks injunctive relief, damages, and restitution, together with costs and reasonable attorneys’ fees, the complete calculation of which will be based on information in the possession of Defendants.

JURISDICTION AND VENUE

7. This Court has jurisdiction over Defendants pursuant to 735 ILCS 5/2-209 because they conduct business transactions in Illinois, have committed tortious acts in Illinois, and are headquartered in Illinois.

8. Venue is proper in Cook County because Defendant Adtalem’s principal place of business is located in Cook County, Defendants conduct significant amounts of business transactions within Cook County, and because the wrongful conduct giving rise to this case occurred in and/or was directed to Cook County.

PARTIES

9. Plaintiff Dave McCormick is a natural person and citizen of the State of Illinois, residing in Highland Park, Illinois.

10. Plaintiff Robby Brown is a natural person and citizen of the state of Missouri, residing in Kearny, Missouri.

11. Plaintiff T’Lani Robinson is a natural person and citizen of the state of Georgia, residing in Decatur, Georgia.

12. Plaintiff Dennis Magana is a natural person and citizen of California, residing in Needles, California.

13. Plaintiff Scott Swindell is a natural person and citizen of California, residing in Sacramento, California.

14. Plaintiff David Torosyan is natural person and citizen of California, residing in North Hollywood, California.

15. Defendant Adtalem is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 500 West Monroe Street, Chicago, Illinois. Adtalem transacts business throughout Cook County, the State of Illinois, and across the United States. Adtalem was previously known as DeVry Education Group, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 3005 Highland Parkway, Downers Grove, Illinois. At all times material to this action, acting alone or in concert with others, DeVry Education Group, Inc. has advertised, marketed, distributed, or sold educational products and services to consumers and students in Illinois and nationwide, and with respect to the acts and practices of DVU that are described herein: (a) dominated and controlled DVU's acts and practices; (b) knew and approved of DVU's acts and practices; and (c) benefitted from DVU's acts and practices. Adtalem specifically acknowledged that its primary income comes from the cash received from payments made to its institutions, like DVU, for student tuition, books, other educational materials and fees, including through loans. What's more, Adtalem controls and manages DVU's funding, including the resources that are allocated to it, and its participation in federal loan programs.

16. Defendant DVU is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 3005 Highland Parkway, Downers Grove, Illinois. DVU is a subsidiary of Adtalem, formerly known as DeVry Education Group. DVU transacts business throughout Cook County, the State of Illinois, and across the

United States. At all times material to this action, acting alone or in concert with others, DVU advertised, marketed, distributed, or sold the educational products and services to consumers and students in the State of Illinois and throughout the United States.

17. At all times mentioned in the causes of action alleged herein, each and every Defendant was acting in concert with, and/or was an agent and/or employee of each and every other Defendant. In performing the acts and/or omissions stated herein, each and every Defendant was acting within the course and scope of a common enterprise, and was acting with the consent and authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the causes of action stated herein were ratified and approved by every other Defendant and/or its officers or managing agents. In fact, in response to Department of Education requests to DeVry University, Inc. for information and substantiating documentation regarding the 90% Placement Claim, it was Adtalem—through its predecessor, DeVry Education Group—that responded on DeVry University, Inc.’s behalf. Adtalem similarly entered into joint settlements with regulators wherein it agreed to stop making the 90% Placement Claim. Further evidencing Adtalem’s control over DeVry, with respect to its marketing practices in particular, Adtalem hired a Chief Marketing Officer responsible for streamlining marketing efficiencies across all Adtalem institutions—including DeVry University, Inc.

COMMON FACTUAL ALLEGATIONS

18. Adtalem is a for-profit education company with a market capitalization of nearly \$3 billion and total annual revenues approaching \$2 billion, or \$168,000 per employee. The marketing and sale of for-profit educational goods and services is big business, and Adtalem is one of the biggest.

19. Adtalem owned and operated DeVry University through DeVry University, Inc.

DeVry comprises approximately 60 campuses in the United States and an online division that offers 10 certificate, diploma, and degree programs with over 30 concentrations in health care, business, and technology.

20. As a for-profit institution, increasing initial tuition payments through enrollment growth is critical to DeVry's success for several reasons. First, DeVry's high attrition rate means that it needs to replace its income from tuition paid by students who enroll but subsequently leave its program. For example, DeVry's 2014 graduation rate for the 2008 first-time, full-time entering class to which the graduation rate applies was only 32%. Increasing enrollment ensures that DeVry covers its tuition losses from those students that don't graduate.

21. Second, nearly every student that enrolls provides a new revenue stream to DeVry in the form of federal loans. Historically, DeVry has derived nearly 80% of its revenues from Title IV federal education funds, such as the Pell grant, Stafford loan, and Veterans Affairs education programs, which assist students in paying for higher education. According to the U.S. Department of Education, DeVry received more than \$1 billion in taxpayer dollars through federal student aid in 2015 alone.

22. Finally, increasing enrollment rates—and thereby its bottom line—also ensures that DeVry meets the revenue and profit projections that its investors expect. As a publicly-traded, for-profit education company, it must consistently show enrollment growth, which is a closely watched metric by Wall Street analysts.

23. To ensure DeVry meets its enrollment goals, DeVry spends hundreds of millions of dollars each year (*e.g.*, \$264 million in 2015) advertising, marketing, recruiting, and promoting DeVry's job placement and post-graduate income claims. To that end, DeVry employs a large sales and recruiting staff to promote its "graduate outcome" claims through a

variety of mediums. In 2010, for example, DeVry's recruiting staff outnumbered its career counselors by a factor of ten.

24. These recruiters are trained to use an approach called "the value proposition of the program," which emphasizes the possible outcomes of the program—like getting a job and earning a higher income—against the cost to the student. For example, by emphasizing that a DeVry education is likely to get the student a job in his or her chosen field or a higher income when he or she starts, the high price of an education at DeVry is downplayed and pitched as a more reasonable investment. DeVry recognizes the importance of this approach. As Adtalem stated in a 10K filing with the SEC, "DeVry University frequently updates its marketing programs in order to better communicate the quality of its degree programs and the value of a DeVry University education." Critically, prospective students can only make informed choices about whether the advertised benefits of the program outweigh its costs if the advertised representations—the basis of a student's decision to enroll—are true.

25. As discussed below, DeVry's advertised representations in this respect were not true. Rather, the historical outcomes that Defendants advertised to students in this case were based on the false and misleading 90% Placement Claim and Higher Income Claims.

26. To make matters worse, the form Enrollment Agreements that each DeVry student signed when enrolling in any DeVry program promised that the post-graduation information DeVry provided students—information on which prospective students would rely on to enroll at DeVry and pay the inflated tuition prices that came with it—were complete and accurate. Thus, by its own promises and material representations to prospective students, DeVry's statements regarding employment and income rates are supposedly accurate, complete, and meant to be relied upon.

27. Specifically, DeVry made the following promises in its form Enrollment

Agreement:

Accurate Information Disclosure

DeVry publishes accurate information about its programs, policies, services, and graduate outcomes. Complete, accurate information is provided on our website, In [sic] our catalogs, and in advertisements and other materials published by DeVry.

Career Services

DeVry's graduate employment statistics do not include graduates who do not actively participate in an employment search.

(See Form Enrollment Agreement, attached as Exhibit A.)

Defendants' 90% Placement and Higher Income Claims Are Inaccurate and Misleading

28. To recruit new students to enroll and to justify their inflated tuition prices, DeVry made false, deceptive, and unfair claims about the job placement rates of its graduates, including without limitation, that 90% of DeVry graduates who were actively seeking employment had obtained jobs in their field of study within six months of graduation and that one year after graduation DeVry graduates' jobs almost always paid significantly higher than entry level positions, and that its bachelor's degree students on average earned 15% more one year after graduation than graduates from other colleges and universities.

29. This suit is not the first time DeVry has faced scrutiny for its 90% Placement Claim and Higher Income Claim. Indeed, regulatory bodies across the country have taken action against Defendants, arguing that these misleading claims induced tens of thousands of students into enrolling in DeVry, collectively netting Defendants millions, much of it thorough loan disbursements.⁴

⁴ On January 27, 2016, the Federal Trade Commission ("FTC") filed a civil complaint (the "FTC Lawsuit") against DeVry in the United States District Court for the Central District of California alleging that certain aspects of DeVry's 90% Placement and Higher Income Claims were false, deceptive, unfair,

Defendants' 90% Placement Claim

30. DeVry heavily advertised and promoted its false and misleading 90% Placement Claim despite the fact that it knew the true placement rate and graduate employment statistic for graduates that had completed its programs and obtained employment was much lower.

31. The true statistics for DeVry's graduate outcomes are abysmal, rendering DeVry's promotional and advertising statements false, misleading, and inaccurate. DeVry's true gainful employment rate and graduate employment statistic for the years 2008–2014 has been pegged to be between 20% (or less) and 50%.⁵

32. To make their promotional and advertising claims, Defendants use information they obtain from students and other third parties about students' majors, graduation dates, their

misleading, unsubstantiated, and illegal at the time they were made in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), as amended (the "FTC Act"). On January 27, 2016, DeVry received a Notice of Intent to Limit from the Department of Education ("DOE") Office of Federal Student Aid (the "January 2016 Notice"), based on a portion of its pending August 28, 2015 inquiry, informing DeVry of the DOE's intention to impose certain limitations on DeVry because of its statements regarding the post-graduation employment outcomes of DVU students. The DOE ultimately found that "[a]fter reviewing the information that DeVry provided, Federal Student Aid found that DeVry could not provide evidence to substantiate this [90% Placement] claim." Department of Education, *U.S. Department of Education Reaches Settlement with DeVry University Over Job Placement Claims*, Oct. 13, 2016, <https://www.ed.gov/news/press-releases/us-department-education-reaches-settlement-devry-university-over-job-placement-claims>. On March 14, 2016, the Department of Veterans Affairs (the "VA") suspended DeVry from participation in a program that identifies schools doing a good job of serving former troops in light of the FTC Lawsuit accusing the for-profit chain of misleading consumers about the employment and earnings of its graduates in advertisements. Several other state Attorneys General have similarly launched investigations into DeVry's representations.

⁵ Study after study has concluded that graduates of for-profit institutions like DeVry are no more likely to find a job than those with a degree from non-profit postsecondary schools or without any degree at all. See, e.g., Stephanie Riegg Cellini and Nicholas Turner, *Gainfully Employed? Assessing the Employment and Earnings of For-Profit College Students Using Administrative Data*, J. Hum. Resources, Jan. 30, 2018 (forthcoming Spring 2018) (finding students graduating non-profit institutions fare better than those attending for-profit institutions on nearly every economic measure); David Deming, et al., *The For-Profit Postsecondary School Sector: Nimble Critters or Agile Predators?*, 26(1) J. Econ. Persp. 139–64 (Winter, 2012) (finding for-profit graduates faced higher levels of unemployment than non-profit schools). Similarly, a Boston University study found that graduates of for-profit institutions were less likely to be employed after leaving their programs than graduates of similar public university programs. Despite the results of these studies, Defendants have consistently pushed an alternative narrative, insisting that 90% of its graduates have jobs in their chosen fields within six months of graduation.

employment, and DeVry's classifications of their employment status. Defendants used and manipulated these records to misleadingly calculate the false 90% Placement Claim.

33. The data, records, and information used by Defendants to make the 90% Placement Claim do not provide a reasonable basis that substantiates Defendants' claims. Defendants improperly counted a substantial number of DeVry graduates as having been placed in a job successfully (*e.g.*, those who were employed when they enrolled and who never actively participated in an employment search). Similarly, Defendants excluded a substantial number of graduates in the pool of those actively seeking employment who should not have been excluded, and have been doing so for decades. For example, Defendants count graduates who did not obtain a job as a result of obtaining a degree from DeVry, and include DeVry graduates who after graduation continued with the same job they had when they enrolled at DeVry. As one internal letter to DeVry's president explained, "[r]emoval of these graduates from our numbers has given us the opportunity to present a much higher percentage of placed students." See Figure 1, below.

DeVry DeVry Inc.
2201 West Howard Street
Evanston, Illinois 60202-3698
(312) 328-8100

To: Institute Presidents From: Marlene C. Greenberg
Date: August 4, 1989

xc: Tom Kennedy
Harry B. Overton
George Fisher
Marilynn Cason
Bob Whitney
Norm Metz

Re: PLACEMENT STATISTICS BROCHURE

Enclosed is a copy of our newest placement statistics brochure.

Please notice, that for the first time, the number of students who obtain education-related employment is now shown as a percentage of "Net" grads, not "Total" grads.

As you can see, this enabled us to "remove" from our statistics those students continuing their education, students from foreign countries who are legally ineligible to work in the U.S., and those students ineligible for placement due to extreme circumstances.

Removal of these graduates from our numbers has given us the opportunity to present a much higher percentage of placed students.

I am confident that this change will be beneficial in our continued efforts to recruit quality students and assist them in their efforts to obtain quality positions as they begin their careers.

DeVry Institutes - Atlanta, Georgia - Calgary, Alberta - Chicago, Illinois - Columbus, Ohio - Dallas, Texas - Kansas City, Missouri - Lombard, Illinois - Los Angeles, California - Phoenix, Arizona - Toronto, Ontario - Woodbridge, New Jersey

Confidential Treatment Requested by
DeVry Education Group Inc.

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Figure 1.

34. Defendants also unreasonably count jobs that employers, industry experts, graduates, and consumers would not reasonably consider to be in the graduate’s field of study and exclude students as “inactive” who were in fact seeking jobs (*i.e.*, reviewing jobs in the DeVry database, attending job interviews, attending DeVry career fairs, actively applying for positions, and actively following up with prospective employers). The actual percentage of DeVry graduates who, at or near the time they graduated, found jobs that could be reasonably considered “in their field” is in fact significantly and materially smaller than 90%.⁶

⁶ Many of the graduates themselves do not consider themselves as employed in their field of study when reporting to DeVry, but Defendants misrepresent them as employed in their field, including without

35. One DeVry employee who worked in DeVry's career services office confirmed that DeVry employees there were given lists of upcoming graduates, and would continue to check in with them for the six months following graduation. If they received a job—any job, regardless of whether they had that job prior to attending DeVry, whether it was in their field of study, or whether it was full time—they would be counted in the 90% Placement Claim. If they did not have a job, they would not be considered for purposes of calculating the claim. The career services worker stated that there was no follow-up or incentive to work with graduates after six months had elapsed since their graduation.

36. Following the resolution of multiple lawsuits initiated by regulatory bodies against DeVry, Defendants were ultimately enjoined from making the 90% Placement Claim as part of their advertising.⁷ When it was no longer able to make the Claims, DeVry reduced its tuition prices for new students applying to certain bachelor's degree programs by as much as 20%, and began phasing out other programs.

limitation in the class of 2012: (1) graduates with degrees in technical management who were working as (a) a rural mail carrier (human resources concentration); (b) a yard salesman at a nursery (business information systems concentration); (c) a sales associate at Macy's (general technical concentration); (d) a driver delivering rain gutters for a construction services company; (e) a data entry specialist for a radio station (human resources concentration); and (f) unpaid volunteers at medical centers (human resources management and health services management concentrations); (2) a graduate with a degree in business administration (health services management concentration) working as a server at the Cheesecake Factory; (3) a graduate with a degree in business administration (health care management concentration) working as a car salesman; (4) a graduate with a degree in business administration (accounting concentration) working as a secretary at a prison; and (5) graduates with various degrees working as customer service representatives. Thus, even in situations where DeVry relies on self-reported employment data—i.e., a person reports finding a job as a mail carrier—DeVry nonetheless may misclassify that data by considering it a job within a student's field of study—i.e., misclassifying the mail carrier job as within that student's technical management degree field—to bolster its 90% Placement Claim.

⁷ Neither Plaintiffs nor any of the putative Class Members did discover or could have discovered with any amount of reasonable diligence, the true facts regarding DeVry's misrepresentations until January 27, 2016 at the very earliest, when the FTC Lawsuit was filed. Therefore, Plaintiffs' and the Class Members' claims are within any applicable statutes of limitations.

Defendants' Higher Income Claims

37. DeVry has also made false, deceptive, and unfair Higher Income Claims about the median income levels of its graduates, representing that a DeVry degree statistically results in higher incomes than comparative programs. Defendants have made these claims repeatedly and in a systematic manner since at least 2008.

38. Defendants falsely represented that its graduates could earn more than four-year college students starting their careers. Specifically, Defendants publicly represented that, one year after graduation, DeVry students who earned bachelor's degrees on average earn 15% more than graduates from other colleges and universities. The true fact is that DeVry students do not earn more one year after graduation than four-year college students do in the same one-year after they graduate.

39. In using and manipulating false graduate outcome information to make their 90% Placement Claim, Defendants also falsely misrepresented and artificially inflated the average annual compensation of its graduates by: (a) improperly counting a substantial number of DeVry graduates as having been placed successfully (*e.g.*, those who were employed when they enrolled, who never actively participated in an employment search, and who generally earn more than graduates who accept employment after graduation); (b) improperly excluding a substantial number of graduates in the pool of those actively seeking employment, who should not have been excluded, and who had zero income from education-related positions; (c) improperly counting graduates who did not obtain a job as a result of obtaining a degree from DeVry; and (d) improperly including DeVry graduates who after graduation continued with the same job they had when they enrolled in DeVry and who generally earn more than graduates who accept employment after graduation.

40. In order to further bolster their deceptive Higher Income Claims, in 2012 Defendants hired a third-party company to obtain income data from students who had graduated from DeVry and other schools in 2010. DeVry then used and manipulated the data for marketing purposes. In using the Higher Income Claims in its advertisements and sales pitches, DeVry knew, or should have known, the reliability of the conclusions and information contained in the income report was contradicted by its own data. For instance, the third-party information did not account or adjust for material differences in age, experience, and field of study.

41. Further, DeVry's own income statistics that it routinely collected annually and directly from thousands of its own graduates materially differed from the third-party report, which consisted of a sample size of only several hundred individuals per year. As such, DeVry was on notice that the third-party data was not reliable or representative. And Defendants knew or should have known the conclusions and information contained in the income report were false because the methods and methodology of the survey that underlay the income report were questionable.

42. Due to the flaws in the third-party survey, Defendants' reliance on the third-party data for its Higher Income Claims were unreasonable and Defendants knew or should have known that their Higher Income Claims and representations were false and unreliable. Indeed, based upon internal and external data, DeVry knew that its graduates did not in fact earn 15% more than other bachelor's degree graduates from all other schools.

DeVry and Adtalem Executives Have Reiterated DeVry's False Statements

43. In the 2008–2009 DeVry Academic Catalog, DVU President David J. Pauldine—who was also an Executive Vice President at Adtalem (when it was known as DeVry Education Group)—represented:

[S]ince 1975, DeVry has graduated more than 230,000 students at the undergraduate level. Of graduates in the active job market, 90 percent were employed in career-related positions within six months of graduation. It's no wonder we say with conviction that at DeVry, we major in careers.

44. In the 2009–2010 DeVry Academic Catalog, Mr. Pauldine represented:

For over 30 years, of DeVry graduates in the active job market or already employed, 90 percent have enjoyed careers in their field of study within six months of graduation.

45. In addition to the misrepresentations made by DVU President Dave Pauldine, in DeVry's August 8, 2013 fourth quarter earnings call, Adtalem's Chief Executive Officer Daniel Hamburger stated without qualification:

A recent Gallup poll found that the factor adult Americans say is most important in selecting a college is the percent of graduates who find a good job. And this is what DeVry University does. *The latest numbers are in, and DeVry University's employment statistics increased more than 90%. 90% of our graduates in the active job market are employed in their field of study within 6 months of graduation, and they're earning an average of over \$43,500.* That's higher than the median family household income of our students before they enrolled at DeVry University. [Emphasis added].

46. Similarly, the core focus of DeVry's 90% Placement Claim and Higher Income Claims is demonstrated in a "Letter to Shareholders" addressed to "Fellow Owners, Students, Colleagues, and Friends" written on or about August 29, 2013, wherein Adtalem's Chief Executive Officer Hamburger stated:

The best measure of our quality is the successful outcomes that our students achieve. Notably, 90 percent of DeVry University's 2012 graduates active in the job market were employed in their fields of study within six months of graduation, earning an average of more than \$43,500 annually.

47. He went on to represent:

PayScale recently validated the ROEI [return on educational investment] of DeVry University, ranking three campuses in the top 100 list of PayScale's annual College Return on Investment Report.

48. DeVry's emphasis on its 90% Placement Claim and Higher Income Claim is also demonstrated in Adtalem's 10-K filing with the SEC for its fiscal year ending June 30, 2013, where DeVry stated:

DeVry University's highly integrated brand initiative *focuses on the university's graduate employment success*, while emphasizing DeVry University as an accredited, highly-respected academic institution. The brand campaign is grounded in ongoing in-depth consumer, marketplace and brand research, and leverages a number of channels, including broadcast, print and Internet advertising, public relations, and social media, as well as local marketing efforts. [Emphasis added].

49. Adtalem went on to represent:

One measure of success is the employment outcomes of DeVry University graduates. Each year, thousands of DeVry University graduates have started careers in their chosen fields within 6 months or less of their graduation. Ninety percent of DeVry University's calendar 2012 graduates in the active job market were employed in their fields of study within six months of graduation at an average salary of \$43,539. These statistics include graduates of associate and bachelor's degree programs and those who were already employed in their field of study.

PLAINTIFF DAVE MCCORMICK'S EXPERIENCE

50. Plaintiff Dave McCormick is a resident of Highland Park, Illinois. In early 2013, Plaintiff McCormick had a telephone conversation with a DeVry salesperson in which the salesperson represented that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

51. In early 2013, Plaintiff McCormick made an on-campus visit to DeVry's Chicago Loop Campus wherein he received a sales pitch, including a slide show presentation describing DeVry's employment outcomes, touting that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on

average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. Two DeVry admissions advisors, Fatima Banker and Breyen Phemister, repeated 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. He was also provided brochures that repeated that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

52. In addition, in early 2013, Plaintiff McCormick visited DeVry's website prior to enrollment and saw the representations that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

53. At the time, Plaintiff McCormick was considering other post-secondary education options, including other institutions that offered bachelor's degrees at a lower cost.

54. Nevertheless, in reliance on the 90% Placement and Higher Income Claims set forth on DeVry's website, in its brochures, and provided to him through DeVry's scripted sales pitches, Plaintiff McCormick enrolled at DeVry as a full-time student pursuing a bachelor's degree in business administration with a focus in operations management in mid-2013. He signed up to take classes online and on DeVry's Chicago Loop Campus. In this enrollment process, he signed DeVry's form Enrollment Agreement, which was substantially similar to the Enrollment Agreement attached hereto as Exhibit A.

55. Plaintiff McCormick took out student loans to pay tuition for DeVry, and presently owes over \$85,000 in student debt for tuition and other DeVry education related expenses such as books and supplies paid directly to and converted by DeVry for its own use. These were all offered at prices significantly higher than what he would have paid for at the other post-secondary educational options he was considering. However, based on DeVry advertising the 90% Placement and Higher Income Claims, Mr. McCormick thought it was worth paying more in tuition at DeVry than paying less in tuition at schools that did not advertise such claims. Had he known the truth of the 90% Placement Claim and Higher Income Claim, he would have paid less to enroll or wouldn't have enrolled at DeVry at all.

56. Plaintiff McCormick completed his undergraduate degree in 2015, earning a bachelor's degree in business administration.

PLAINTIFF ROBBY BROWN'S EXPERIENCE

57. Plaintiff Robby Brown is a resident of Kearney, Missouri. Since at least 2010, Plaintiff had seen DeVry's television ads and heard DeVry's radio ads representing that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. In or around the first and second quarters of 2010, Plaintiff Brown received several telephone calls from DeVry, wherein the sales person representing that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

58. Plaintiff Brown went to DeVry's website where, in addition to the ads he had seen on television and heard on the radio, and the representations made to him in the phone calls, he viewed the 90% Placement and Higher Income Claims in writing, which represented that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. Plaintiff Brown was also mailed brochures and other promotional material containing representations that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. After he reviewed these brochures, he revisited DeVry's website during the second quarter of 2010, where he again saw the DeVry's representation that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. At the time, Plaintiff Brown was starting the enrollment process to attend Centric College.

59. In or around the second quarter of 2010, Plaintiff Brown spoke on the telephone between five and eight times with one or more DeVry "Financial Advisors," including without limitation Dale Masteas and Chris Dunlap, who repeated the that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities, and assured him not to worry about the higher cost of the DeVry's education program because—as evidenced by the 90% Placement and

Higher Income Claims—it was superior to an education from Centric and would be “all covered by grants.”

60. On or about May 21, 2010, Plaintiff Brown met in person with Admissions Advisor Chris Dunlap. Mr. Dunlap gave him a sales pitch, brochures, and a computer presentation that reiterated that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry’s bachelor’s degree graduates earned on average 15% more one year after graduation than graduates of bachelor’s degree programs at other colleges and universities. Between May 2010 and October 2010, Plaintiff Brown also met in person with Dale Masteas and other DeVry representatives who repeated the 90% Placement Claim and Higher Income Claims through verbal representations and written brochures. Dunlap and Masteas told Mr. Brown that DeVry graduates were in demand from large technology employers who hired DeVry’s graduates and supported DeVry’s student programs. Mr. Dunlap told Mr. Brown employers hired DeVry graduates before and above graduates from other schools.

61. Mr. Masteas stated to Mr. Brown that although Defendants’ tuition is considerably higher than other post-secondary institutions, including the Centric school Plaintiff Brown was considering, it would be of greater value and therefore superior to any other education Mr. Brown might be considering. Mr. Masteas then informed Mr. Brown that upon completion of a two-year Network Systems Administration degree program, he could make at least \$120,000 per year. Based on the false and misleading 90% Placement Claim and Higher Income Claims, Plaintiff Brown believed he would enjoy superior earning power of at least \$120,000 per year, and be in higher demand in the job market.

62. Mr. Brown was told that if he hurried, he could start his education immediately in the Summer 2010 session. Otherwise, he would have to wait two months to get started. Mr.

Brown was told the sooner he started, the sooner he could start making money in his new career. In reliance on DeVry's misrepresentations, Plaintiff Brown signed up and enrolled at the Kansas City school of DeVry as a full-time student pursuing an associate degree in Network Systems Administration.

63. Plaintiff Brown, in reliance on DeVry's false and deceptive 90% Placement Claim and Higher Income Claims, had enrolled and paid DeVry approximately \$16,579 in tuition, comprised of student loans which were paid directly to and converted by DeVry for its own use, plus interest, as well as paying for other related DeVry education products such as books and supplies, including instruction on DeVry's website. The prices for these products and services were significantly higher than what he would have paid for other similar post-secondary educational programs, but he believed they were worth it based on the 90% Placement Claim and Higher Income Claims. Had he known these claims were in fact false, he would have paid less for these products and services, or would not have enrolled at all.

PLAINTIFF T'LANI ROBINSON'S EXPERIENCE

64. Plaintiff T'Lani Robinson is a resident of Decatur, Georgia. Since at least 2010, Plaintiff had seen DeVry's television ads stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. In or around the second quarter of 2013, Plaintiff was invited to and attended an in-person tour of the Decatur, Georgia DeVry campus where she was fed lunch, shown the graduation uniform, had pictures taken of her in a mock graduation with other touring prospects, and met with Admissions Advisor Richard Wiggins. Wiggins gave her a sales pitch and a computer presentation. The sales pitch and computer presentation

reiterated verbally, on screen, and in writing that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

65. After the tour and initial interview, Plaintiff Robinson was mailed brochures and given student resource guides which touted that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. Thereafter, Plaintiff Robinson also had at least three more phone calls with a DeVry Admissions Advisor and/or other sales representatives, including Alexia Derizzio, as well as at least one additional interview at the Decatur campus.

66. Mr. Wiggins, Ms. Derizzio, and the other DeVry representatives repeated the 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities and assured Plaintiff Robinson the higher cost of the education program would be paid for by grants, scholarships, and financial aid.

67. Plaintiff Robinson, in reliance on DeVry's false and deceptive 90% Placement Claim and Higher Income Claim, left Georgia Perimeter and enrolled online with DeVry. At that time, Plaintiff Robinson and DeVry entered into the form Enrollment Agreement wherein DeVry promised that its advertising and information and the 90% Placement and Higher Income Claims were complete and accurate. (See Exhibit A.) Plaintiff Robinson subsequently attended the DeVry Decatur campus and used the DeVry website in 2013, ultimately spending more than

\$17,000 on her DeVry education program, comprised of a \$12,000 Parent Plus loan that was paid directly to and converted by DeVry for its own use and \$5,000 in other expenses. Had Plaintiff Robinson known the 90% Placement and Higher Income Claims were in fact false, she would have paid less for these products and services, or would not have enrolled at all.

PLAINTIFF DENNIS MAGANA'S EXPERIENCE

68. Plaintiff Dennis Magana is a resident of Needles, California. Since at least 2008, Plaintiff Magana viewed DeVry's television ads and heard DeVry's radio ads stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. In or around the third quarter of 2009, Plaintiff Magana had several face-to-face meetings and telephone calls with DeVry sales people wherein they recited a sales pitch stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

69. In or around January or February 2008, DeVry "recruiters" presented a slide show and handed out brochures to Mr. Magana at his high school. The brochures and slide show he was presented with recited that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. At the time, Plaintiff Magana was considering other post-secondary education options including, without limitation, attending community college.

70. Plaintiff Magana reviewed the brochures he was given and visited the DeVry website in September 2009, where he again saw the claim that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. During his visit to the website, he completed an online request for information. Mr. Magana received an immediate telephone call from a "Ms. Newman" who was a DeVry "recruiter" and scheduled a meeting at the Palmdale DeVry campus for the same day.

71. At that meeting with Ms. Newman, Plaintiff Magana was given a packet that contained brochures and other written promotional material, including documents stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. Ms. Newman herself verbally repeated that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities, and also stated Mr. Magana would have a job within six months following his graduation.

72. Ms. Newman told Mr. Magana that large employers (*e.g.*, Cisco, IBM, GE, etc.) reported being very happy with DeVry's graduates and supported DeVry's student programs. Ms. Newman told Mr. Magana employers repeatedly and enthusiastically recruited and hired DeVry graduates before and above graduates from other schools.

73. In reliance on the information set forth on DeVry's website, in their television ads, in the brochures, in the slide shows, and the representations provided by Ms. Newman, Plaintiff Magana enrolled online as a full-time student with DeVry pursuing a bachelor's degree on October 26, 2009.

74. Defendants' tuition is considerably higher than other post-secondary institutions, including the alternative schools Plaintiff Magana was considering. But, based on the false and misleading 90% Placement Claim and Higher Income Claim set forth herein, Plaintiff Magana believed he would have the earning power to more than make up for the higher related expense and be in higher demand in the job market.

75. Plaintiff Magana, in reliance on DeVry's false and deceptive 90% Placement Claim and Higher Income Claim, enrolled and paid DeVry over \$55,000 in tuition comprised from student loans, plus interest, that were paid directly to and converted by DeVry for its own use, plus interest, and other DeVry education related expenses such as books and supplies, including instruction on DeVry's website.

76. In sum, based on the 90% Placement Claim and Higher Income Claim, Mr. Magana was induced to enroll at DeVry, borrow student loans, and pay the proceeds over to DeVry as tuition and for the purchase of written materials such as textbooks. These were all offered at prices significantly higher than what he would have paid for at the other post-secondary educational options he was considering. However, based on DeVry advertising the 90% Placement and Higher Income Claims, Mr. Magana thought it was worth paying more in tuition than paying less in tuition at schools that did not advertise such claims. Had he known the truth of the 90% Placement Claim and Higher Income Claim, he would have paid less to enroll or wouldn't have enrolled at all.

PLAINTIFF SCOTT SWINDELL'S EXPERIENCE

77. Plaintiff Swindell is a resident of Sacramento, California. Since at least the middle of 2009, Mr. Swindell had seen DeVry's television ads and heard DeVry's radio ads stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. In or around the end of September or beginning of October 2009, Plaintiff Swindell called DeVry's Elk Grove campus and had a telephone conversation with a sales person who recited a sales pitch stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

78. Plaintiff Swindell went to DeVry's campus and was shown around and given a tour. Mr. Swindell then met face to face with an "admissions advisor" or salesperson who gave him another sales pitch and a computer presentation which recited that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

79. Plaintiff Swindell was also given brochures and other promotional material stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities. In sum, the sales pitch, written materials, and computer presentation reiterated verbally, on screen, and in writing the 90% Placement Claim and Higher Income Claim.

80. Mr. Swindell was specifically told “90 percent of DeVry graduates get a high-paying job within months of graduation.” Additionally, he was told that he should expect to make “six figures” based on his previous job history and the education he was seeking.

81. At the time, Plaintiff Swindell was considering two other schools: University of Phoenix and Heald College. Mr. Swindell was informed DeVry classes would be starting in the next few days and he had to hurry, otherwise he would have to wait eight (8) weeks to start his classes.

82. Mr. Swindell was enthusiastic after the DeVry meeting and did hurry. He immediately went and met with representatives of the University of Phoenix. However, he decided to enroll at DeVry to pursue a bachelor’s degree in project management based on the 90% Placement Claim and Higher Income Claim presented to him in the admissions process. Mr. Swindell believed an education at DeVry—one advertised to have superior post-graduate outcomes—would give him greater earning power and put him in higher demand in the job market, and thus would be worth paying more in tuition than paying less in tuition at schools that did not advertise such claims.

83. Plaintiff Swindell entered into an enrollment agreement online with DeVry and attended DeVry at its Elk Grove campus commencing in October 2009.

84. Mr. Swindell followed all of DeVry’s recommendations in connection with DeVry’s educational program and job placement services, accumulating over \$79,000 of debt in the process. He continued to attend classes and use the DeVry website until his graduation in December 2012 with a 3.96 grade point average. Unfortunately, Mr. Swindell came to learn that the representations he relied on to enroll at DeVry were, in his words, “Lies, lies, lies.”

85. In sum, based on the 90% Placement Claim and Higher Income Claim, Mr. Swindell was induced to enroll at DeVry and pay DeVry for tuition and for the purchase of written materials such as textbooks. These were all offered at prices significantly higher than what he would have paid for the other post-secondary educational options he was considering. However, based on DeVry advertising the 90% Placement and Higher Income Claims, Mr. Swindell thought it was worth paying more in tuition than paying less in tuition at schools that did not advertise such claims. Had he known the truth of the 90% Placement Claim and Higher Income Claim, he would have paid less to enroll or wouldn't have enrolled at all.

PLAINTIFF DAVID TOROSYAN'S EXPERIENCE

86. Plaintiff David Torosyan is a resident of North Hollywood, California.

87. In or around April of 2015, Mr. Torosyan went to DeVry's Sherman Oaks campus. Mr. Torosyan then met with DeVry Admissions Advisor Wajiha Usman, who gave him a sales pitch and presented a slide show, which stated that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more one year after graduation than graduates of bachelor's degree programs at other colleges and universities.

88. Plaintiff Torosyan was also given and reviewed brochures and other promotional material stating that 90% of DeVry graduates had jobs in their fields of study within six months of graduation, and that DeVry's bachelor's degree graduates earned on average 15% more on year after graduation than graduates of bachelor's degree programs at other colleges and universities. In sum, the sales pitch, written materials, and computer presentation reiterated verbally, on screen, and in writing the 90% Placement Claim and Higher Income Claim.

89. Mr. Torosyan was told that he should expect to make a higher income with a DeVry degree than he could with a degree from somewhere else—indeed, he was told to expect a starting yearly salary of at *least* \$50,000 after receiving his degree from DeVry.

90. At the time, Mr. Torosyan was attending California State University, Northridge. However, he decided to enroll at DeVry to pursue a bachelor's degree in Technical Management and Human Resources Management in reliance on the 90% Placement Claim and Higher Income Claim presented to him during the admissions process, as well as the fact that he could complete his degree quickly and online at DeVry.

91. In reliance on the information set forth in DeVry's brochures and promotional materials, in the recruitment slide show, and the representations provided by Ms. Usman, Plaintiff Torosyan entered into an enrollment agreement with DeVry on April 4, 2015 and attended DeVry online beginning in July 2015. (*See* Exhibit A.) Plaintiff Torosyan also frequently visited DeVry's Sherman Oaks campus.

92. Plaintiff Torosyan, in reliance on DeVry's false and deceptive 90% Placement Claim and Higher Income Claim, paid over \$30,000 in tuition to DeVry and had to take out student loans, including federal loans, in the process.

93. Mr. Torosyan graduated from DeVry in April 2017 with a bachelor's degree in Business Administration with a focus in Human Resources.

94. In sum, based on the 90% Placement Claim and Higher Income Claim, Mr. Torosyan was induced to enroll at DeVry, borrow student loans, and pay the proceeds over to DeVry as tuition. Based on DeVry advertising the 90% Placement and Higher Income Claims, Mr. Torosyan thought it was worth paying more in tuition at DeVry than paying less in tuition at

schools that did not advertise such claims. Had he known the truth of the 90% Placement Claim and Higher Income Claim, he would have paid less to enroll or wouldn't have enrolled at all.

CLASS ACTION ALLEGATIONS

95. **Class Definition:** Plaintiffs McCormick, Brown, Robinson, Magana, Swindell, and Torosyan bring this action pursuant to 735 ILCS 5/2-801 on behalf of themselves and all Members of the "Class," defined as:

Class: All individuals in the United States who purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.

96. Plaintiffs McCormick, Robinson, and Torosyan bring this action pursuant to 735 ILCS 5/2-801 on behalf of themselves and all Members of the "Contract Subclass," defined as:

Contract Subclass: All members of the Class who (a) entered into an enrollment agreement substantially in accordance with the terms and conditions of the Enrollment Agreement; and (b) purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.

97. Finally, Plaintiff McCormick brings this action pursuant to 735 ILCS 5/2-801 on behalf of himself and all Members of the "Illinois Subclass," defined as:

Illinois Subclass: All members of the Class who were citizens of the State of Illinois who purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.

98. The Classes described in this Complaint may be jointly referred to as the "Classes" and proposed Members of the Classes may be jointly referred to as "Class Members."

99. The following people are excluded from the Class: (i) the Judge presiding over this action (or the Judge or Magistrate presiding over the action through which this matter is presented for settlement), and members of their families; (ii) the Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and its current or former officers, directors, and

employees; (iii) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (iv) the legal representatives, successors or assigns of any such excluded persons.

100. **Numerosity:** The Classes include hundreds of thousands of Class Members, such that individual joinder is impracticable. Class Members can be easily identified through Defendants' own records.

101. **Commonality and Predominance:** There are many questions of law and fact common to the claims of Plaintiffs and the Classes, and those questions predominate over any questions that may affect individual members of the Classes. Common questions for the Classes include, but are not necessarily limited to the following:

- a. Whether the DeVry Enrollment Agreement was a legal, valid, and enforceable contract;
- b. Whether DeVry breached its contractual representations, warranties, promises, conditions, precedent, and covenants that its published information about its programs, policies, services, and graduate outcomes provided on its website, in its catalogs, and in advertisements and other materials were complete and accurate;
- c. Whether Plaintiffs and the Classes were damaged as a proximate cause or result of Defendants' breaches;
- d. Whether Defendants failed to disclose that Defendants' education program and services were not associated with the graduate outcomes that were expressly represented, warranted, promised, and covenanted;
- e. Whether Defendants had a duty to disclose the truth about its 90% Placement and Higher Income Claims in connection with the DeVry education program and services;
- f. Whether Defendants knew or should have known their practices and representations related to the marketing, labeling and sales of the education program were false, misleading, or confusing;
- g. Whether Defendants are liable for negligence or gross negligence;

- h. Whether Defendants' misrepresentations and omissions about its 90% Placement and Higher Income Claims in connection with the DeVry education program and services were likely to deceive, confuse, or create a misunderstanding;
- i. Whether Defendants' conduct, practices, and representations related to the marketing, advertising, labeling, and sales of the DeVry education program and services were unfair, deceptive, confusing, misleading and/or unlawful in any respect, thereby violating the Illinois Consumer Fraud and Deceptive Trade Practices Act, the Illinois Private Business and Vocational Schools Act, and other applicable State laws;
- j. Whether Defendants collected, took, or received monies from student loan proceeds in Defendants' possession and belonging to Plaintiffs and the Classes and wrongfully converted such monies to their own use and benefit;
- k. Whether Defendants' practices and representations related to the marketing, labeling and sales of the education program breached conditions precedent in, of, or to the Enrollment Agreement;
- l. Whether Defendants' practices and representations related to the marketing, labeling and sales of the education program breached express warranties;
- m. Whether Defendants' practices and representations related to the marketing, labeling and sales of the education program breached implied warranties; and
- n. Whether Plaintiffs and members of the Classes are entitled to rescission, restitutionary, injunctive, declaratory, or other relief.

102. **Adequate Representation:** Plaintiffs will fairly and adequately represent and protect the interests of the Classes, and have retained counsel competent and experienced in complex class actions. Plaintiffs have no interests antagonistic to the Classes' interests, and Defendants have no defenses unique to Plaintiffs.

103. **Appropriateness:** This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy and because joinder of all members of the Classes is impracticable. The damages suffered by the individual members of the Classes are likely to have been small relative to the burden and expense of individual prosecution of the complex litigation necessitated by

Defendants' wrongful conduct. Thus, it would be virtually impossible for the individual members of the Classes to obtain effective relief from Defendants' misconduct. Even if members of the Classes could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort and expense will be fostered and uniformity of decisions ensured.

FIRST CAUSE OF ACTION

**Illinois Consumer Fraud and Deceptive Trade Practices Act
(815 ILCS 505, *et seq.*)**

(Against All Defendants on Behalf of Plaintiff McCormick and the Illinois Subclass)

104. Plaintiff McCormick incorporates the foregoing allegations as if fully set forth herein.

105. The ICFA, 815 ILCS 505, *et seq.* provides that Defendants may not employ “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact.” 815 ILCS 505/2.

106. Through the means described herein above, Defendants have represented, expressly or by implication, in their advertising and promotional material conducted within the state of Illinois, and directed at its citizens, as well as other persons within Illinois and around the United States, and Plaintiff McCormick and the Illinois Subclass Members that: (a) as a result of obtaining a DeVry degree, 90% of DeVry graduates from a specific year who were actively

seeking employment landed or obtained new jobs in their field of study within six months of graduation; (b) after graduation the average or median earnings of DeVry graduates is higher than the average or median earnings of graduates from all other colleges and universities; and (d) DeVry bachelor's degree graduates specifically earn up to 15% more than graduates from other colleges and universities.

107. Defendants' deception occurred during the marketing and sale of Defendants' education program and related services in the course of trade and commerce in the state of Illinois, and directed at its citizens, as well as other persons within Illinois and around the United States. These advertisements were made in order to induce students considering which school to enroll in to choose DeVry, and to pay comparatively more in tuition and related expenses than they otherwise would have had they known the truth that DeVry's historical graduate outcome data was inaccurate, misleading, and/or falsified.

108. Plaintiff McCormick and the Illinois Subclass Members relied on these advertisements, as intended, and decided to enroll and pay higher tuition prices for DeVry education programs and related services. Thus, as a result of Defendants' violations of the ICFA as described herein, Plaintiff McCormick and the Illinois Subclass Members have been harmed and suffered actual damages and injury-in-fact caused by Defendants' deception.

109. Plaintiff McCormick and the Illinois Subclass Members are entitled to, and hereby seek, actual damages, reasonable attorneys' fees and costs, injunctive relief, and any and all further equitable relief that this Court deems appropriate.

SECOND CAUSE OF ACTION
Illinois Private Business and Vocational Schools Act
(105 ILCS 425/1, *et seq.*)
(Against All Defendants on Behalf of Plaintiff McCormick and the Illinois Subclass)

110. Plaintiff McCormick incorporates the foregoing allegations as if fully set forth herein.

111. The Legislature passed the Illinois Private Business and Vocational Schools Act (the “Schools Act”), in part to “to provide for the education, protection, and welfare of the students of its private business and vocational schools; and to facilitate and promote quality education and responsible, ethical, business practices in each of the private business and vocational schools enrolling students in this State.” 105 ILCS 426/5.

112. The Schools Act makes it unlawful to “[k]nowingly and for the purpose of inducing a person to enroll in the program of study offered by the school, makes any false or misleading statements, misrepresentations, or false promises to the person regarding opportunities upon graduation from the school for (i) employment in a business, industry, or trade, (ii) admission to an institution of higher learning, or (iii) admission to an occupational licensing examination.” 105 ILCS 426/85(h).

113. Thus, the Schools Act makes it unlawful for entities like DeVry to use false or misleading statements or misrepresentations related to its past graduates’ job placement and income statistics in order to induce prospective students to enroll.

114. Students that suffer damages from relying on such misrepresentations are entitled to damages. 105 ILCS 426/85(m) provides:

Any person who suffers damages as a result of a violation of this Act committed by a school or its representative may bring an action against the school. The court, in its discretion, may award actual damages, treble actual damages if fraud is proved, injunctive relief, and any other relief that the court deems proper. Such action may be commenced in the county where the school is located or has its

principal place of business or in the county where the transaction or any substantial portion thereof occurred. In any action brought by a person under this Section, the court may award, in addition to the relief provided in this Section, reasonable attorney's fees and costs to the prevailing party. Either party to an action under this Section may request a trial by jury.

115. DeVry and DVU are private business and vocational schools enrolling students in the state of Illinois. Plaintiff McCormick and the Illinois Subclass Members are students of DeVry and DVU, which are Illinois private businesses and vocational schools.

116. Through the means described herein above, Defendants have represented, expressly or by implication, in their advertising and promotional material conducted within the state of Illinois, and directed at its citizens, as well as other persons within Illinois and around the United States, and Plaintiff McCormick and the Illinois Subclass Members that: (a) as a result of obtaining a DeVry degree, 90% of DeVry graduates from a specific year who were actively seeking employment landed or obtained new jobs in their field of study within six months of graduation; (b) after graduation the average or median earnings of DeVry graduates is higher than the average or median earnings of graduates from all other colleges and universities; and (c) DeVry bachelor's degree graduates specifically earn up to 15% more than graduates from other colleges and universities.

117. Each representation set forth in above is false or misleading and was not substantiated at the time the representation was made. Therefore, the making of each representation as set forth herein above constitutes a deceptive act or practice, in violation of the Vocational Schools Act, 105 ILCS 425, *et seq.*

118. Defendants knowingly, and for the purpose of influencing and inducing Plaintiff McCormick and the Illinois Subclass Members to enroll in the education program and course of instruction offered by DeVry, made false and misleading statements, misrepresentations, and

false promises regarding the opportunities upon graduation from the school for employment in business, industry or trade.

119. As a result of Defendants' violations of the Vocational Schools Act as described herein, Plaintiff McCormick and the Illinois Subclass Members have been harmed and suffered actual damages and injury-in-fact.

120. Plaintiff McCormick and Illinois Subclass Members are entitled to, and hereby seek, actual damages, punitive damages, treble damages, reasonable attorneys' fees and costs, injunctive relief, and any and all further equitable relief that this Court deems appropriate.

THIRD CAUSE OF ACTION

Breach of Contract

(Against All Defendants on Behalf of Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass)

121. Plaintiffs McCormick, Robinson, and Torosyan incorporate the foregoing allegations as if fully set forth herein.

122. Plaintiffs McCormick, Robinson, and Torosyan and each Contract Subclass Member entered into a written, uniform Enrollment Agreement and contract with DeVry. Pursuant to the terms of the Enrollment Agreement, DeVry agreed, amongst other obligations, that its advertisements regarding its graduates' job placement and income statistics were accurate, and that it used particular methodologies when calculating such statistics. In turn, Plaintiff and members of the Contract Subclass agreed to pay DeVry money in the form of tuition payments.

123. Specifically, in the Enrollment Agreement, DeVry contractually represented, warranted, promised, covenanted, made as a condition precedent in, of, and to the Enrollment Agreement with Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass that:

Accurate Information Disclosure

DeVry publishes accurate information about its programs, policies, services, and graduate outcomes. Complete, accurate information is provided on our website, In [sic] our catalogs, and in advertisements and other materials published by DeVry.

124. Defendants incorporated the 90% Placement and Higher Income Claims into the Enrollment Agreement with Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass by reference, by expressly referencing such information and stating that “[f]or comprehensive consumer information, please visit devry.edu/studentconsumerinfo.”

125. Defendants contractually represented, warranted, promised, covenanted, and made a condition precedent in, to, and of the Enrollment Agreement with Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass that:

Career Services

DeVry’s graduate employment statistics do not include graduates who do not actively participate in an employment search.

126. Defendants breached their Enrollment Agreement with Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass Members, in that DeVry’s representations regarding the 90% Placement and Higher Income Claims in connection with the information about their programs, policies, services, and graduate outcomes provided on their website, in their catalogs, and in their advertisements and other materials published by Defendants were false, incomplete, inaccurate, deceptive, and unfair. Had Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass Members known the falsity of the 90% Placement and Higher Income Claims made by Defendants in the Enrollment Agreement, they would not have entered into the Enrollment Agreement, would not have paid as much for the education program, if in fact they would have purchased any products and services from Defendants at all, and would not have taken out student loans and paid monies to Defendants.

127. Defendants breached the Enrollment Agreement as alleged herein, and Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass have been damaged as a direct and proximate result thereof. Plaintiffs McCormick, Robinson, and Torosyan and the Contract Subclass are entitled to actual damages in an amount to be determined in this proceeding.

FOURTH CAUSE OF ACTION
Fraudulent Misrepresentation
(Against All Defendants on Behalf of All Plaintiffs and the Class)

128. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

129. The elements of the tort of fraudulent misrepresentation are: (1) [a] false statement of material fact; (2) known or believed to be false by the party making it; (3) intent to induce the other party to act; (4) action by the other party in [justifiable] reliance on the truth of the statement; and (5) damage to the other party resulting from such reliance.

130. Defendants intentionally and knowingly made the 90% Placement and Higher Income Claims, which were false, untrue statements of material facts, to Plaintiffs and the Class Members concerning its graduates' job placement and income statistics.

131. Defendants intentionally and knowingly misrepresented and/or suggested the aforementioned untrue or misleading facts to Plaintiffs and the Class Members with the intent to induce them to enroll and purchase an education program from Defendants and to pay inflated tuition prices.

132. Defendants' representations are false and misleading, because: (a) the actual percentage of DeVry graduates who, at or near the time they graduated, found jobs that could be reasonably considered "in their field" is in fact significantly and materially smaller than 90%; and (b) Defendants' own statistics showed that graduates of DeVry did not have any higher

income than graduates from other schools, and that such claim was false, misleading, deceptive and incomplete.

133. Defendants knew that their representations were false and/or misleading when made, or made the representations and suggestions recklessly and without regard for their truth. Plaintiffs and the Class Members have suffered damages and injury-in-fact the form of, without limitation, liability for student loans, tuition, and other payments for their education program.

134. Plaintiffs and the Class Members justifiably relied on the 90% Placement and Higher Income Claims, and would not have purchased an education program or any other of Defendants' services, nor would not have paid as much for them, had they known the truth about the 90% Placement and Higher Income Claims.

135. Plaintiffs and the Class Members are entitled to, and hereby seek, actual damages, punitive damages, treble damages, reasonable attorneys' fees and costs, and any and all further equitable relief that this Court deems appropriate.

FIFTH CAUSE OF ACTION

Concealment

(Against All Defendants on Behalf of All Plaintiffs and the Class)

136. Plaintiffs incorporates the foregoing allegations as if fully set forth herein.

137. Defendants intentionally and knowingly concealed material facts from Plaintiffs and the Class Members that were known only to Defendants prior to Plaintiffs' and Class Members' purchases of a DeVry education program and related products and services. Specifically, Defendants concealed that the 90% Placement and Higher Income Claims were false and/or unsubstantiated by the data underlying them.

138. Defendants intentionally and knowingly concealed the aforementioned material facts from Plaintiffs and the Class Members with the intent to induce them to purchase its education program and related products and services.

139. Defendants had, and have, a duty to disclose the concealed information because Plaintiffs and the Class Members did not know of the concealed facts prior to purchasing a DeVry education program and related services, nor could they reasonably be expected to learn or discover such concealed facts prior thereto.

140. Plaintiffs and the Class Members would not have purchased the education program and related services, nor would not have paid as much for such products and services, had they known of the concealed information.

141. Plaintiffs and the Class justifiably relied on the facts as they knew them at the time, and as a direct and proximate result of Defendants' fraudulent concealment of material facts, Plaintiffs and the Class Members have suffered actual injury-in-fact and damages, including but not limited to, monetary loss in connection with purchases of the education program and related services they would not have purchased absent Defendants' concealment, fraudulent omissions, and non-disclosures, or would not have paid as much for such purchases.

142. Accordingly, Plaintiffs and the Class Members are entitled to, and hereby seek, actual damages, punitive damages, treble damages, reasonable attorneys' fees and costs, and any and all further equitable relief that this Court deems appropriate.

SIXTH CAUSE OF ACTION

Negligence

(Against All Defendants on Behalf of All Plaintiff and the Class)

143. Plaintiffs and the Class Members incorporate by reference the foregoing allegations.

144. In providing an education program to Plaintiffs and the Class Members, Defendants owed a duty to exercise reasonable care to make full, fair, and adequate disclosures in connection with the characteristics, uses, benefits, standards, quality, attributes, and nature of their education program. This duty included, among other things, taking reasonable measures to protect the rights of the Class Members in compliance with applicable law, including, but not limited to, procedures and policies to supervise, restrict, limit, and determine the accuracy and truthfulness of their claims, materials, and advertising in connection with its education program.

145. In providing its education program to Plaintiffs and the Class Members, Defendants owed a duty to exercise reasonable care regarding, and when making, the 90% Placement and Higher Income Claims, and representations and omissions in connection with the characteristics, uses, benefits, standards, quality, attributes, and nature of the education program.

146. Defendants' advertising and promotional materials were intended to affect Plaintiffs and the Class Members. Defendants were aware that by representing that their claims, materials, and advertising about the education program were accurate, that it had a responsibility to take reasonable measures to ascertain and fully, fairly, and adequately disclose the accuracy and truthfulness thereof.

147. It was foreseeable that if Defendants did not take reasonable measures to ascertain and ensure the accuracy and truthfulness of their representations Plaintiffs and the Class Members would borrow money through student loans to purchase a DeVry education program and pay higher prices in doing so. That it, it was foreseeable that prospective students considering which post-secondary institution to enroll in would be more likely to enroll and pay a higher tuition at an institution advertising a record of superb graduate outcomes than paying that same tuition at a school that advertised a subpar record of graduate success. Defendants

should have known to take precautions to ensure their 90% Placement and Higher Income Claims, advertising, materials, and representations were accurate.

148. But for Defendants' failure to implement and maintain adequate measures to ensure the accuracy of their claims and materials in connection with their education program, and their failure to monitor their policies and procedures to identify inaccurate, untruthful, and unlawful claims, Plaintiffs and the Class Members would not have taken out student loans, would not have purchased a DeVry education program for the price they paid, if in fact they would have purchased the education program at all.

149. Defendants' negligence was a substantial factor in causing harm to Plaintiffs and the Class Members. As a direct and proximate cause and result of Defendants' failure to exercise reasonable care and use reasonable measures to ensure the accuracy of their 90% Placement and Higher Income Claims, Plaintiffs and the Class Members have suffered actual injury-in-fact and economic damages in the amount of a portion of tuition and loan monies paid to DeVry, to be determined at trial.

150. Neither Plaintiffs, nor other Class Members, contributed to the unlawful conduct set forth herein, nor did they contribute to Defendants' making of the 90% Placement and Higher Income Claims, nor to the insufficient policies, procedures, and measures which were omitted and led to the failure to ensure the accuracy and truthfulness of Defendants' claims in connection with the nature of the education program.

151. Plaintiffs and the Class seek compensatory damages, the costs of suit and attorneys' fees, and other and further relief as is deemed just and proper as further set forth below.

SEVENTH CAUSE OF ACTION

Declaratory Relief

(Against All Defendants on Behalf of All Plaintiff and the Class)

152. Plaintiffs incorporates by reference the foregoing allegations as if fully set forth herein.

153. A court may make binding declarations of the construction of any statutes, and a declaration of the rights of the parties interested by means of a pleading seeking that relief alone, or as incident to or part of a complaint, counterclaim or other pleading seeking other relief as well. 735 ILCS 5/2-701.

154. Plaintiffs and the Class Members are at a heightened and imminent risk of being financially unable to repay, and in default of, their student loans resulting from Defendants' wrongful and unlawful conduct. Interest on student loans continues to accrue every day, whether such loans are in forbearance or default or not.

155. Plaintiffs and the Class Members are suffering actual and imminent harm that is concrete and ongoing with each passing day of interest. An actual controversy and dispute between Plaintiffs and the other Class Members and Defendants exists, and the parties have genuine, direct, and substantial opposing interests for which a judicial determination will be final and conclusive.

156. Plaintiffs and the Class Members who took out student loans have a defense against repayment of such loans in any action to collect such loans based on any act or omission of Defendants that would give rise to a cause of action against Defendants under applicable State law. 34 CFR 685.206(c)(1) and (2).

157. To the extent Plaintiffs and the Class Members are relieved of repayment obligations for student loans based on violations of applicable state law, Defendants are subject to payment of the amount of the loan to which the defense applied. 34 CFR 685.206(c)(3)

158. Plaintiffs and the Class Members are therefore entitled to a declaratory judgment that Defendants' acts and omissions as alleged herein violates applicable State law, including without limitation the ICFA, and the Schools Act, as well as such other and further relief as may follow from the entry of such a judgment.

PRAYER FOR RELIEF

Plaintiffs McCormick, Brown, Robinson, Magana, Swindell, and Torosyan, individually and on behalf of all others similarly situated, respectfully requests the Court enter a judgment against Defendants, and grant the following relief:

- A. an order certifying the Class and the Illinois Subclass designating Plaintiffs McCormick, Brown, Robinson, Magana, Swindell, and Torosyan as Class Representatives of the Class and Plaintiff McCormick as Class Representative of the Illinois Subclass, and designating their counsel of record as Class Counsel;
- B. a declaration that the acts, omissions, and practices described in this claim exist, are unfair, deceptive, unlawful, and a violation of applicable State law;
- C. a declaration that Defendants owed a duty of full, fair, adequate, and truthful disclosure in connection with their education program and other educational products, services, and material;
- D. an award to Plaintiffs and members of the Classes for compensatory, exemplary, punitive, treble, and statutory penalties and damages as allowed by law, including pre-judgment and post-judgment interest, in an amount to be proven at trial;

E. an order enjoining Defendants from engaging in further unfair and deceptive advertising, promotion, distribution and sales practices with respect to the education program and any educational products and services;

F. a declaration that Defendants are financially responsible for notifying Plaintiffs and all members of the Classes about the true nature of the education program and Defendants' educational products and services;

G. an order requiring Defendants to notify Plaintiffs and members of the Classes that the 90% Placement and Higher Income Claims are false and untrue;

H. an award of attorneys' fees and costs, including expert fees, as allowed by law;

I. leave to amend this Complaint to conform to the evidence produced at trial; and

J. such other relief as the Court may deem just, proper, and appropriate under the circumstances.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

DAVE MCCORMICK, ROBBY BROWN, T'LANI ROBINSON, DENNIS MAGANA, SCOTT SWINDELL, and DAVID TOROSYAN individually and on behalf of all others similarly situated,

Dated: May 10, 2020

By: /s/ Benjamin H. Richman
One of Plaintiffs' Attorneys

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CERTIFICATE OF SERVICE

I, Benjamin H. Richman, an attorney, hereby certify that on May 10, 2020, I caused to be served the above and foregoing ***Third Amended Class Action Complaint and Demand for Jury Trial*** by causing true and accurate copies of such paper to be transmitted to all counsel of record via the Court's electronic filing system and electronic mail.

/s/ Benjamin H. Richman

FILED DATE: 5/11/2020 12:00 AM 2018CH04872

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
5/11/2020 12:00 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2018CH04872

9225678

FILED DATE: 5/11/2020 12:00 AM 2018CH04872

EXHIBIT A



2013 Enrollment Agreement

DeVry University
3005 Highland Parkway
Downers Grove
Illinois 60515-5799
(630) 571-7700

Location Attending: Online
1200 E. Diehl Road, Naperville, IL, 60563
877.496.9050
www.devry.edu/online

Degree Program: Health Information Technology
No Concentration

Purpose

The intent of this Agreement is to make clear the educational services to which you are entitled as a student of DeVry. This Agreement also assures your eligibility to participate in the range of student benefits that are offered as part of your degree program. Academic requirements and your financial obligations under this Agreement are also covered in the following paragraphs.

Application Fee

An application fee of \$40 (application fee is \$30 for applicants at locations in FL, GA, and TN) is required of all applicants.

Tuition

Unless otherwise indicated, tuition does not include room and board, laptop computer, supplies or transportation. DeVry reserves the right to increase tuition rates at any time; however, any increase will be announced at least 90 days before the beginning of the effective term. State restrictions may apply; details are available in applicable state buyer's rights addenda.

Students requiring repeat work will be charged additional tuition at the prevailing tuition rates. This may extend the degree program by additional sessions or semesters. Schedule changes affected during the add/drop period will result in a tuition adjustment according to the tuition policy.

Tuition is billed according to enrollment for the entire session. Tuition charges are calculated each session per credit hours enrolled.

Current as of May 2013:

Tuition for credit hours 1-6: \$609; tuition for credit hours 7+: \$365

DeVry reserves the right to change a student's status as determined by the student's cumulative enrollment in either online or site-based courses. Tuition for all coursework is assessed according to the student's primary program of enrollment. Student's first program of study is considered the primary program unless the student requests a program change.

The University's academic catalog is available at: http://www.devry.edu/assets/pdf/uscatalog/US_Catalog.pdf

Program of Study: Health Information Technology No Concentration

Tuition Cost: \$40,555 Online - \$37,887

Program Length:
Four 16 - week semesters (60 weeks full-time) - 67 credit hours

Tuition Notes:

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Total program cost is shown at current tuition rates, credit hours shown and is based on full-time attendance. It includes a \$40 application fee (application fee is \$30 for applicants to locations in FL, GA, and TN), insurance (for onsite students only), student service charges, and an average estimated per-session textbook and equipment expense. The program cost shown for students enrolling at the Fremont, CA campus includes the current per-semester room and board rate of \$3,300 (for double occupancy). Tuition for Canadian residents enrolled in one of DeVry's U.S. based online programs is charged in Canadian dollars.

Refunds

The application fee is refundable if the applicant cancels the agreement in writing prior to midnight of the tenth business day after the date of transaction as provided in the Buyer's Right to Cancel section, or as otherwise required by state law.

To withdraw from school after attending classes, a student must notify the designated official according to the policy stated in the student handbook. Refunds will be calculated using the last documented date of attendance and will be issued within 30 days of the date of notification of withdrawal or the date DeVry determines the student is no longer enrolled, whichever is earlier.

Withdrawal is complete when the designated official has been notified. Withdrawn students are responsible for all outstanding tuition obligations. All students receiving Federal student loans must complete an exit interview with the Student Finance Office prior to withdrawing.

In compliance with applicable requirements, DeVry issues refunds to students who completely withdraw from all classes prior to completing a session. Refund calculations are based on week of withdrawal, the policy of the state in which the student is attending and the policy of the student's original state of residence. Of the amounts calculated, the one most favorable to the student is used for the refund issued. In all cases, policies are applied to tuition charged for the period of enrollment from which the student withdrew. See the academic catalog for additional detail. Examples of refund calculations are available from the Student Finance Office.

DeVry Policy

At a minimum, refunds are calculated as follows:

Date of Withdrawal During:	Percent Refund of Tuition Less Administrative Fee*
First day of scheduled classes**	100%
Balance of week 1	90%
Week 2	75%
Weeks 3-4	25%
Weeks 5-8	0

* The administrative fee is 5% of the tuition charges for the application period of enrollment or \$150 whichever is less.

** Students who cancel their enrollment during this period will also have their financial aid awards cancelled and any funds received returned to the funding source.

General Information

Course sequences may vary and DeVry reserves the right to revise, add or delete courses, alter the total number of class hours, suspend, cancel or postpone a class for reasons including, but not limited to, the following: natural occurrences or other circumstances beyond DeVry's control, holidays, special institutional activity days, and registration days. If it becomes necessary for any reason to interrupt its regular class schedules or starting dates, DeVry may, upon reasonable advance notice, suspend or cancel instruction. DeVry will advise students as soon as possible of dates for resumption of classes.



If the number of students enrolling in a starting class is deemed insufficient, DeVry reserves the right to cancel the starting class (a class which begins the first term of an academic program). If this occurs, applicants will be given a full refund, within thirty days, of the application fee and prepaid tuition. In the event that a continuing program or class is cancelled, students will be offered the opportunity to transfer within the DeVry system with full credit for all course work completed. Not all programs are offered at all locations and online. Some courses may not be offered every session. Check with your administrator regarding course availability. In some site-based programs, students will be required to take a substantial amount of course work online or at another location in close proximity to complete their program. Check with the appropriate academic advisor regarding course availability and delivery format.

If the standard length of programs must be changed, then tuition for any additional course work will be charged at the rate prevailing at the time the coursework is taken. DeVry is not obligated to provide coursework for students who fail, withdraw from a course, or interrupt their studies. Although the programs are of varying lengths, the term of this Agreement is for only one semester. If a student's enrollment is ongoing after the first semester with no interruptions, no new Agreement need be signed, and the terms of this Agreement (except for tuition and refunds in the case of a tuition increase) are reaffirmed and shall be applicable to the student and DeVry upon the student's enrollment for each consecutive subsequent semester and during the term thereof. Students who leave the program for one or two semesters or who transfer to another DeVry location or program must sign an addendum to their enrollment agreement prior to resuming or transferring. Students who leave the program for three or more semesters will be asked to execute a new agreement prior to resuming. A second application fee is not required of readmits. Standard business methods are used in the collection of delinquent payments. Students are required to keep DeVry informed of their current home and local address.

In order to remain enrolled, students must demonstrate satisfactory academic progress toward completing their programs as outlined in the academic catalog. To graduate from any program, a student must maintain a cumulative grade point average of not less than 2.0 and satisfactorily complete all required coursework specified by DeVry. Additional conditions are detailed in the academic catalog. DeVry reserves the right to change the requirements for graduation to keep pace with educational, scientific, technological or similar developments. Changes may be applied to students already enrolled. For those cases, an academic advisor will specify an alternate plan of study which must be completed in lieu of the original requirements.

Students seeking resumption of study after involuntary or voluntary withdrawal need to be aware that not all courses are offered each term, and that curriculum changes may have occurred. A review with an academic advisor will be made to determine if an alternate plan of study is needed to permit those students to complete the graduation requirements. DeVry is not obligated to provide coursework for students who fail, withdraw from a course, or interrupt their studies.

Except by attached printed addenda to this Agreement, if any, written by DeVry and acknowledged by applicant, this Agreement is not subject to oral or written modifications from its printed form. This agreement supersedes any DeVry enrollment agreement you may have previously signed.

DeVry is an educational institution that admits academically qualified students without regard to gender, age, race, color, religion, national origin, sexual orientation, political affiliation or belief, or disability and affords them all the rights, privileges, programs and opportunities generally available to students at DeVry. DeVry does not discriminate on the basis of gender, age, race, color, national origin, sexual orientation, political affiliation or belief, religion or disability in admissions, employment services, or access to its programs and activities.

It is DeVry's policy to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. DeVry does not discriminate on the basis of disability. Persons wishing additional information about this policy or assistance to accommodate individual needs should contact General Counsel at DeVry University, 3005 Highland Parkway, Downers Grove, IL 60515-5799 (1-800-225-8000).

Purchase of Texts, Lessons, and Supplies

Textbooks, Supplies and Specialized Equipment – Site-Based Students: Costs for textbooks and supplies vary by program. The average estimated per-session expense for full-time students in all programs (except Computer Engineering Technology, Electronics Engineering Technology, Engineering Technology – Computers, and Engineering Technology – Electronics) is \$335. For full-time students in the CET and ET–C programs, the average estimated per-session expenses are \$370. For full-time students in the EET and ET–E programs, the average estimated per-session expenses are \$450. Costs are subject to change based on publishers' prices. Textbooks may be purchased at the school bookstore or from an outside source, but they must be those specified by DeVry..

Most courses require electronic course materials, which may include tutorials, simulations, study guides, electronic versions of textbooks and other interactive study material. Students enrolled in these courses are charged a maximum of \$85 per course for the electronic materials. Average per-session costs noted above include this electronic course materials charge.

DeVry refunds a portion of electronic course material charges for all course withdrawals. During the add/drop period, week 1, electronic course material charges are adjusted according to the drop policy. During weeks 2 through 8, electronic course material charges are refunded as follows:

Course Material Charge	Refund During Weeks 2-8
\$60 - \$85	\$50
\$50 - \$59.99	\$40
≤ \$49.99	\$30

If electronic versions of textbooks are included, hard-copy textbooks are no longer required for these courses but may be purchased for an additional cost. Technology and software supplies must be those specified by DeVry.

For students who want printed textbooks as well as eBooks, black and white, soft-cover printed versions of certain course eBooks are available for \$10 each. These optional print-on-demand books are identical to course eBooks. More information is available at <http://hub2.devry.edu/pod>.

Technology and software supplies must be those specified by DeVry.

Textbooks, Supplies and Specialized Equipment – Online Students: Costs for textbooks, supplies and any required specialized equipment vary by program. The average estimated expense for full-time students in all programs (except Electronics & Computer Technology, Engineering Technology – Computers, and Engineering Technology – Electronics) is \$190 per session. Most courses require electronic course materials, which may include tutorials, simulations, study guides, electronic versions of textbooks and other interactive study material. Average per-session costs noted above include this electronic course materials charge.

If electronic versions of textbooks are included, hard-copy textbooks are no longer required for these courses but may be purchased for an additional cost.

For students who want printed textbooks as well as eBooks, black and white, soft-cover printed versions of certain course eBooks are available for \$10 each. These optional print-on-demand books are identical to course eBooks. More information is available at <http://hub2.devry.edu/pod>. For full-time students in the following programs, average estimated per-session costs for textbooks and supplies are:

- Electronics & Computer Technology: \$425
- Engineering Technology – Computers: \$535
- Engineering Technology – Electronics: \$575

Most courses with an ECT, ECET or REET designator (and certain alternate courses) include an \$80 per-course equipment charge for the following:

- Analog/digital trainer



- Hand-held digital multimeter
- Oscilloscope

Average per-session costs for ECT, ET-C and ET-E program textbooks and supplies noted above include this equipment charge.

Students should test equipment and inform DeVry within seven calendar days of any defects. If no defect is reported, equipment will be considered to be in working order and loaned to the student. Students who report defects should return the equipment, and replacement equipment will be shipped to them. DeVry does not guarantee that equipment will be operable but will make technical support, maintenance and repair facilities reasonably available.

Costs are subject to change based on publishers'/suppliers' prices. Applicable taxes and shipping fees apply.

DeVry has limited spare equipment available for student use but does not guarantee that spare equipment will be available.

Students may use the equipment only while enrolled, and actively participating, in at least one course with the ECT, ECET or REET designator, or in related courses; however, DeVry retains ownership of equipment at all times. Students must use equipment in accordance with its instructions; may not abuse, neglect or allow others to use it; and must ensure that equipment is not lost, stolen or damaged. If, however, equipment is lost, stolen or damaged, students must notify DeVry, and DeVry will charge students up to the full cost of replacement. If equipment is recovered unharmed and returned to DeVry within 30 days after the loss or theft, DeVry will credit or refund any amounts paid for replacement equipment.

DeVry may allow students to retain equipment after successful completion of all program requirements. Students who suspend or discontinue enrollment in their program of study will be required, at DeVry's option, to either return the equipment to DeVry within seven calendar days at their own expense or to pay DeVry the full cost of the equipment. Students authorize DeVry to charge any amount payable for equipment to their DeVry account.

Further information is available from DeVry's student services advisors.

In lieu of receiving rent from the operator of its bookstores, DeVry University receives commissions derived from the gross revenue collected by the bookstore operator from both on-campus and internet sales. These commissions are used to assist with expenses associated with the selection and ordering of textbooks and e-learning materials as well as the operating cost associated with providing campus bookstore space.

Other Costs

Non-refundable student services charge of \$20 per session is applied to all students. See the academic catalog for details.

A non-refundable parking fee, not to exceed \$60 per session, per vehicle, may be required of students who utilize DeVry parking lots.

A continuing student who has not completed the continuing student pre-registration procedure may be obligated to pay a \$25 late fee. DeVry reserves the right to change fees at any time without notice. These charges are non-refundable.

NDT students must complete cardiopulmonary resuscitation (CPR) training prior to graduation. Training is available during clinical rotations for a fee of \$75-\$100. See academic catalog for additional detail.

Insurance

All full-time site-based students are required to enroll in a student injury and sickness insurance plan. This is mandatory unless the students have equivalent coverage under a similar insurance program. Students who do not provide evidence of independent health insurance coverage by end of week two of either the July session or session in which students become full time, will be billed for a student health insurance policy. Insurance premium amounts vary depending upon age and benefit options selected. The current minimum annual non-refundable premium is



\$754 for individual student coverage and is subject to change at the start of each July session. The insurance policy year begins with the July session and runs through the following May session. See the academic catalog for details.

General Admission Requirements

To be granted unconditional admission to DeVry, a prospective student must interview with a DeVry admission advisor and complete an application for admission. In addition, other general and specific requirements must be met regarding age, prior education and evaluation of proficiency in the basic and prerequisite skills needed for college-level work. Once DeVry accepts the application, applicants are conditionally admitted pending satisfactory completion of remaining admission conditions. Detailed information as well as additional requirements for selected programs, formats and applicants is found in the academic catalog.

Applicants with prior post-secondary attendance must present transcripts indicating all previous work. Students requesting transfer credit for prior post-secondary education must submit official transcripts before credit is awarded.

Each applicant must be at least 17 years old on the first day of classes. Documentation of age may be required. Each applicant must have earned one of the following credentials from a DeVry-recognized organization: high school diploma or equivalent, General Educational Development (GED) certificate, or a postsecondary degree. The diploma or other acceptable documentation of the applicant's educational achievement must be provided for the student's file by the end of registration unless DeVry grants an extension. An official transcript (or equivalent documentation) with the grade point average (GPA) and graduation date must be provided for the student's file by the end of the first semester.

Prior educational performance is considered in conjunction with demonstrated proficiency in basic college level skills to determine admissibility and appropriate course placement. DeVry grants unconditional admission to individuals whose prior educational performance meets the criteria outlined in the academic catalog. Applicants whose prior educational performance does not meet these criteria must complete basic skills evaluation and demonstrate specific basic and prerequisite skills proficiency levels to be granted unconditional admission. All applicants may be required to complete basic skills evaluation through standard means prior to starting classes, to determine their initial course placement. Details regarding basic and prerequisite skills evaluation and results are outlined in the academic catalog.

See the academic catalog for additional admission requirements.

Applications may be taken through the end of late registration only. DeVry reserves the right to deny admission to any applicant and to change entrance requirements without prior notice. Electronics program applicants should note that color is one method used for coding electronic components; consequently, colorblind individuals may have difficulty in some courses.

Schedule

DeVry maintains morning, afternoon, and/or early evening sessions for onsite courses. Morning sessions typically run from 7:00 AM to 1:00 PM. Afternoon sessions typically run from 1:00 PM to 7:00 PM. Evening sessions typically run from 6:30 PM to 10:30 PM, or on weekends, if available. Specific times of attendance vary according to individual student schedules. Students with standard schedules attend classes between 15 and 24 hours per week, depending upon the semester. Part-time students' schedules will vary each semester between 3 and 11 hours per week, depending upon courses chosen. DeVry reserves the right to assign class sessions and to reschedule class sessions, if and when necessary. Students are expected to participate as required on a course-by-course basis and may be dismissed for failure to do so. See the academic catalog for details.

Course Loads

Students in good standing may register for up to twenty credit hours per semester. Those seeking to enroll for more credit hours may do so with the permission of the appropriate academic administrator. Students whose academic



history indicates academic difficulties may be denied permission to take extra credit hours, or may be required to take a reduced academic load.

Attendance/Dismissal Policy

Site-based students are expected to attend every meeting of every class in which they are registered. Absenteeism may result in dismissal from DeVry or from a specific course. Students taking online courses have access to their course materials 24 hours a day, seven days a week. This enables them to send and receive feedback from instructors as well as to participate in group and team activities with fellow online students at their convenience. Students who commit a breach of DeVry rules or normal standards of good conduct will be referred to the dean of students and may be subject to dismissal. DeVry reserves the right to dismiss students for failure to comply with the Student Code of Conduct. See the Student Handbook for complete details of the Student Code of Conduct. Students who fail to maintain satisfactory academic progress are subject to dismissal. See the academic catalog for full details.

Housing

DeVry maintains a Student Housing Office to aid students in locating suitable housing. Housing options include furnished shared apartments, rooms in private homes, as well as referral information. Not all options are available at all locations. Detailed information is available from the Student Housing Office.

Part-Time Employment

The DeVry Student Services Office will help on-site students find part-time jobs while they are enrolled. Students are eligible for this assistance beginning the first day of classes. However, since employment depends upon local business conditions, part-time jobs cannot be guaranteed.

Student Financial Aid

DeVry's interest bearing installment loan program is available to students who need assistance to finance their DeVry education. If eligible, students will be given documents outlining terms and conditions of the plan. Federally or state funded financial aid programs may also be available to qualified students. Details on all financial aid programs are available at the school, and at <http://www.devry.edu/financial-aid-tuition/financial-aid-tuition-overview.jsp>.

Career Services

Graduates of DeVry programs are entitled to career services to help them seek employment in business or industry. While employment cannot be guaranteed, career services staff will continue to work with students after graduation. DeVry's graduate employment statistics do not include graduates who do not actively participate in an employment search. Graduates who intend to utilize DeVry's career services must agree to DeVry's requirements for an employment search, including specific responsibilities allocated to the graduate. Agreement to utilize DeVry services to support an employment search entitles DeVry to confirm the graduate's hire date, job title, responsibilities and salary with the employer to ensure accuracy of published statistics. Colleagues from DeVry University or any DeVry institution are not entitled to career services and waive their rights to career search assistance. The level of career services offered to International students/graduates will vary, and will depend on the employment opportunities permitted by NAFTA and/or their individual student visas. See the academic catalog for more details.

Veterans Information

Students enrolling in eligible programs who qualify for veterans educational benefits should submit the appropriate application for benefits form, along with discharge papers, as far in advance of the scheduled class starting date as possible. Details regarding specific program eligibility and requirements may be obtained from the veterans benefits coordinator at DeVry. Refunds for Veterans and eligible persons enrolled in programs approved under Section 1775 of the G.I. Law are the same as indicated under Refund Policy.

Additional Information

Please see the DeVry catalog for rules and procedures detailing the services outlined above.



Accurate Information Disclosure

DeVry publishes accurate information about its programs, policies, services and graduate outcomes. Complete, accurate information is provided on our website, in our catalogs, and in advertisements and other materials published by DeVry. You may have received information from other sources that was not sanctioned by DeVry. You should only rely on written information provided by DeVry during the application and enrollment process to make an enrollment decision. For comprehensive consumer information, please visit devry.edu/studentconsumerinfo.

Publicity Waiver and Release Disclosure

By signing this enrollment agreement, the student grants to DeVry University Inc., its parent, subsidiary and affiliated companies, agents, licensees and designees (collectively, "DeVry"), including their successors and assigns, the absolute, royalty-free, irrevocable, worldwide, right and permission, with respect to any testimonial (written or oral), photographs, film, video or other images, or sound recordings taken by DeVry:

- (a) To use, re-use, publish, re-publish, copy, modify, display and create derivative works in whole or in part, individually or in conjunction with other photographs, images, recordings or testimonials in any medium (including without limitation, in print and on the Internet) and for any purpose whatsoever, including, without limitation in advertising, marketing, publications, electronic distribution, and the Internet and for any other commercial purpose; and
- (b) To use the student's name in connection therewith if DeVry so chooses; and
- (c) To copyright the same in the name of DeVry, or any other name that DeVry may choose.

The student understands that there will be no compensation for the permitted use of any testimonial (written or oral), photographs, film, video or other images, or sound recordings taken by DeVry or of the student's name. By signing, the student releases and discharges DeVry, its successors, assigns and any designee (including any agency, client, broadcaster, periodical or other publication) from any and all claims and demands arising out of or in connection with the use of such photographs, film, video or other images, sound recordings, or testimonial, including but not limited to any claims for defamation, invasion of privacy, right of publicity, emotional distress or any similar right. Furthermore, the student represents and warrants that any testimonial given is original and does not infringe upon copyright or proprietary rights of another person or entity.

By signing this agreement, the student waives any and all rights to such photographs, film, video or other images, sound recordings, or testimonial and assigns all such rights to DeVry. **If the student is under the age of 18, the parent or legal guardian's signature indicates that he/she and the student have read, understand, and agree to be bound by the terms of this disclosure.**

Name: Nicole Palmer
 Address 909 Kenneth Circle Elgin IL 60120
 Session Start Date: 2013-09-02

Session Start Date	Approximate Completion Date (based on continuous enrollment)		
	5 Semesters	8 Semesters	9 Semesters
July 2013	January 2015	January 2016	May 2016
September 2013	March 2015	March 2016	July 2016
November 2013	May 2015	May 2016	September 2016
January 2014	July 2015	July 2016	November 2016
March 2014	September 2015	September 2016	January 2017
May 2014	November 2015	November 2016	March 2017



APPLICANT (BUYER)

I certify that all information provided by me in the Application for Admission is accurate and that I have read all pages of this Agreement and will abide by its provisions. I have retained a completely filled-in copy of this Agreement. I certify that I have reviewed the academic catalog available at <http://www.devry.edu/uscatalog/>

NOTE: Provisions of any attached addenda acknowledged by applicant modify those of this Agreement. This enrollment agreement and any addendum incorporated by reference herein supersede all prior or contemporaneous representations, proposals, communications and negotiations, both oral and written, and constitute the entire agreement between the parties with respect to education services. Any representations, warranties, or statements made by an employee or agent of DeVry and not expressed in this Agreement are not binding on DeVry. This Agreement may only be changed by written agreement signed by an authorized representative of the party against whom enforcement is sought.

Any claim or controversy arising out of or related to the terms of this Agreement or the education provided by DeVry, regardless of form or cause of action shall be decided and determined by binding arbitration under the commercial arbitration rules of the American Arbitration Associates. The parties acknowledge and agree that this agreement involves interstate commerce and that the Federal Arbitration Act will govern the enforceability of this provision.

I hereby authorize DeVry to release information regarding my enrollment, activities, honors, other achievements, graduation and employment to newspapers and other departments within DeVry, and grant DeVry permission to use this information in informational and promotional materials it publishes.

DocuSigned by:	7/10/2013
Applicant (Buyer) Signature	Date

DocuSigned by:	7/10/2013
<i>Andrew Seage</i>	
DeVry Advisor Signature (DeVry Admissions Representative in FL, MN, NE, OR)	Date

FOR APPLICANTS WHO ARE MINORS

If applicant has not reached the age of majority under state law in the state of buyer's residence, the parent or legal guardian must complete this section.

The undersigned hereby agrees to and accepts the terms and conditions of this Enrollment Agreement and hereby acknowledges that he or she has received a completely filled-in and exact copy of all pages of this Agreement.

Parent or Legal Guardian Name:
Address:
Telephone Number:

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BUYER'S RIGHT TO CANCEL

You may cancel your application without penalty or obligation at any time prior to midnight of the tenth business day following this transaction. If you cancel within this period, any payments made and any negotiable instrument

FILED DATE: 5/11/2020 12:00 AM 2018CH04872



executed will be returned to you within 10 business days following DeVry's receipt of your cancellation notice. To cancel, send your request:

By mail to: DeVry

814 Commerce Drive
Oak Brook, IL 60523-8822
Attn: Customer Service

By fax to: 630-574-1968

By email to: customerservice@devry.com

In New York, DeVry University operates as DeVry College of New York.

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