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AEQUITAS MANAGEMENT, LLC; AEQUITAS HOLDINGS,
LLC; AEQUITAS COMMERCIAL FINANCE, LLC; AEQUITAS
CAPITAL MANAGEMENT, INC.; AEQUITAS INVESTMENT
MANAGEMENT, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

AEQUITAS MANAGEMENT, LLC;
AEQUITAS HOLDINGS, LLC;
AEQUITAS COMMERCIAL FINANCE,
LLC; AEQUITAS CAPITAL

No. 3:16-cv-00438-PK

DECLARATION OF RONALD F.
GREENSPAN IN SUPPORT OF
RECEIVER'S MOTION FOR APPROVAL
OF PROPOSED SETTLEMENT WITH THE
MASSACHUSETTS ATTORNEY
GENERAL



MANAGEMENT, INC.; AEQUITAS
INVESTMENT MANAGEMENT, LLC;
ROBERT J. JESENİK, BRIAN A. OLIVER;
and N. SCOTT GILLIS,

Defendants.

I, Ronald F. Greenspan, declare as follows:

1. I am the duly appointed receiver (“Receiver”) for the Entity Defendants and forty-three related entities (“Receivership Entity” or “Aequitas”), including Campus Student Funding, LLC (“CSF”), in this securities fraud enforcement action initiated by the U.S. Securities and Exchange Commission. I make this declaration in support of my Motion for Approval of Proposed Settlement with the Massachusetts Attorney General (the “Motion”).

2. On March 16, 2016, pursuant to the Stipulated Interim Order Appointing Receiver, I was appointed as receiver for the Receivership Entity on an interim basis. Dkt. 30.

3. On April 14, 2016, pursuant to the Final Receivership Order, I was appointed as receiver of the Receivership Entity on a final basis (“Final Receivership Order”). Dkt. 156.¹

4. Pursuant to the Final Receivership Order, I am responsible for marshaling and preserving the assets of the Receivership Entity for the benefit of investors and creditors, monetizing such assets, and investigating and prosecuting claims held by the Receivership Entity.

5. Consequently, I have been engaged in an effort to determine the nature, location, and value of all Receivership Property, among other tasks. As part of these efforts, I have determined that Receivership Property includes a portfolio of outstanding loans of former

¹ Capitalized terms not otherwise defined in this Declaration shall have the meanings ascribed to them in the Final Receivership Order.

Corinthian Colleges Inc. (“Corinthian”) student borrowers held by CSF.

6. Corinthian operated numerous for-profit, post-secondary career schools throughout the United States, including two campuses in Massachusetts under the name Everest Institute. In or around 2011, Aequis began purchasing Corinthian private student loans in order to provide investment opportunities for the Aequis group of companies and, ultimately, the investors. In May 2015, following several government investigations and enforcement actions related to Corinthian’s allegedly unlawful marketing practices, including actions by the Consumer Financial Protection Bureau (“CFPB”) and the Massachusetts Attorney General, Corinthian closed its remaining schools and filed for bankruptcy protection.

7. The Final Receivership Order directs all persons owing any obligation or debt to the Receivership Entity to continue paying such obligations according to their terms. Thus, on behalf of the Receivership Entity, I have continued to collect payment on the remaining portfolio of loans of former Corinthian student borrowers.

8. The CFPB and State Attorneys General, including for the Commonwealth of Massachusetts, have continued their investigations into Corinthian, and also businesses associated with its operations (such as Aequis), primarily in an effort to obtain public and private debt relief for students. These government agencies, as advocates on behalf of student borrowers who attended the now-defunct Corinthian schools, have thus conducted investigations regarding student loans such as those held in the Receivership Entity’s student loan portfolio.

9. The Massachusetts Attorney General also continued its litigation against Corinthian. In August 2016, following a motion for summary judgment filed by the Attorney General, a Massachusetts court entered final judgment against Corinthian ordering restitution in the amount of \$67,333,091, plus interest, for tuition paid by Massachusetts Everest Institute

students.

10. This Court's stay of litigation, set forth in the Final Receivership Order, does not apply to actions and proceedings by government regulators. Thus, since the time of my appointment, I have been obligated to engage with various government agencies as they prepare for potential litigation related to the Receivership Entity's student loan portfolio.

11. On August 17, 2017, following extensive negotiations with numerous government agencies, this Court entered an order approving proposed settlements with the CFPB and thirteen State Attorneys General. Dkt. 495. The settlements, which applied to student borrowers nationwide, provided, among other relief: forgiveness of all outstanding amounts for loan accounts with an open balance that were 270 days or more past due as of March 31, 2017; forgiveness of all outstanding amounts for loan accounts related to certain closed Corinthian schools; and a 55% principal reduction for all other loans receivable. Dkt. 492 at 7. The Massachusetts Attorney General was not a party to any of the settlements previously approved by this Court. Massachusetts borrowers did, however, receive the full relief provided by those settlements. Consequently, as of February 28, 2018, Aequitas' student loan portfolio for the remaining seventy-six Massachusetts borrowers consisted of approximately \$121,000 of outstanding principal.

12. I have spent a substantial amount of time and energy responding to a civil investigative demand from the Massachusetts Attorney General. I have also, through counsel, had numerous discussions with the Massachusetts Attorney General on an appropriate mechanism to provide student borrowers with the relief sought by the Attorney General, while seeking to minimize the financial impact any such relief may have on the Receivership Estate, and to ensure a final resolution that limits future claims against the Receivership Entity.

13. I have, through extensive negotiations conducted by counsel and the continued cooperation of the Massachusetts Attorney General, reached what I believe to be a resolution with the Attorney General that is in the best interests of the Receivership's investors and creditors.

14. To effectuate this resolution, I would enter into, on behalf of the Receivership Entity, an assurance of discontinuance ("AOD") with the Massachusetts Attorney General (attached as **Exhibit 1**) (the "Settlement"). All terms set forth in this Settlement are final; only minor non-substantive changes would be made prior to execution.

15. The Settlement includes the following key terms:

- Receivership (on behalf of CSF) settles matters with the Massachusetts Attorney General on a neither-admit-nor-deny basis;
- Detailed notice regarding the settlement to be provided to student borrowers, including the option each borrower has to elect whether to receive the relief being offered through the settlement ("opt-in" requirement);
- For borrowers who opt-in, 100% relief for loan accounts with an open balance, including all outstanding principal, interest, fees or any other amounts;
- Receivership will confirm that requests have been made to any servicer that previously furnished trade line information for the subject loans to credit reporting agencies to furnish deletion codes to said credit reporting agencies to delete such information from subject borrowers' credit reports;
- Receivership will report to the Attorney General regarding the implementation of the settlement; and
- Any purchaser, transferee, or assignee of any remaining student loan receivables will adopt or abide by any terms and provisions of the settlement requiring ongoing performance.

16. I believe, in the exercise of my discretion and business judgment, the Settlement is in the best interest of the Receivership Entity's investors and creditors for the following reasons.

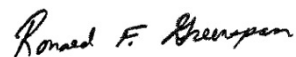
17. First, the Massachusetts Attorney General is prepared, or is preparing, to initiate an enforcement action against the Receivership Entity in state court. The Attorney General alleges that Aequitas violated the Massachusetts Consumer Protection Act related to unfair and deceptive business practices through its relationship with Corinthian and the student borrowers. I would thus be forced to use a substantial amount of Receivership resources to defend against these allegations in a distant jurisdiction.

18. Second, although there may be valid defenses to such allegations, litigating this matter exposes Receivership Property to the potential for losses that far exceed the relief being provided pursuant to the Settlement. The Massachusetts Attorney General would likely seek, among other relief, to have the Receivership Entity permanently enjoined from collecting loan payments, pay restitution to student borrowers, and disgorge all allegedly ill-gotten profits.

19. Third, a pending government investigation hinders my ability to monetize the assets of the Receivership Entity. I cannot attempt the liquidation of the Receivership Entity's student loan portfolio of Massachusetts borrowers so long as the possibility remains for a government enforcement action affecting the Receivables.

I declare under penalty of perjury under the laws of the state of Oregon that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated this 11th day of June, 2018.



Ronald F. Greenspan, Receiver

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT

In the Matter of

:
:
: Civil Action No.
:
:

**Aequitas Capital Management Inc.,
Aequitas Management LLC, Aequitas
Holdings, LLC, Aequitas Commercial
Finance, LLC, Campus Student Funding,
LLC, CSF Leverage I, LLC, Aequitas
Income Opportunity Fund II, LLC, and
Aequitas Income Protection Fund, LLC**

ASSURANCE OF DISCONTINUANCE
PURSUANT TO M.G.L. CHAPTER 93A, § 5

I. INTRODUCTION

1. This Assurance of Discontinuance (“AOD”) is entered into between the Commonwealth of Massachusetts, through the Office of Attorney General Maura Healey (“Attorney General”), and Ronald F. Greenspan, the duly appointed Receiver of Aequitas Management, LLC, *et al.* (the “Receiver”), pursuant to the Order Appointing Receiver dated April 14, 2016 (the “Receivership Order”) in *Securities and Exchange Commission v. Aequitas Management, LLC, et al.*, Case No. 3:16-cv-00438-PK, United States District Court for the District of Oregon (the “Receivership Court”), to settle concerns that conduct of Aequitas Capital Management, Inc., Aequitas Management, LLC, Aequitas Holdings, LLC, Aequitas Commercial Finance, LLC, Campus Student Funding, LLC, CSF Leverage I, LLC, Aequitas Income Opportunity Fund II, LLC, and Aequitas Income Protection Fund, LLC (collectively,

“Aequitas”) violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A, relating to unfair and deceptive business acts and practices. The Attorney General and the Receiver (on behalf of Aequitas) have agreed to execute this AOD for the purposes of settlement only.

II. BACKGROUND

2. On March 10, 2016, the Securities and Exchange Commission commenced the receivership action in the Receivership Court to, *inter alia*, obtain injunctive relief against Aequitas and certain of its principals and affiliates for violation of federal securities laws, and place Aequitas and certain other related parties in receivership for purposes of orderly liquidation. The Receivership Court appointed the Receiver by Order dated April 14, 2016. Pursuant to the Receivership Order, the Receiver has the power and authority to enter into this AOD and to perform the duties set forth in this AOD during the pendency of the receivership.

3. In or around 2011, a subsidiary of Aequitas, Campus Student Funding, LLC (and its predecessor) (“CSF”), began purchasing loans made to students at Corinthian Colleges, Inc. (“Corinthian”). Until 2015, Corinthian owned and operated dozens of for-profit schools, including two campuses in Massachusetts under the name Everest Institute. In connection with its operation of the Everest Institute, Corinthian operated a private loan program through which the students could pay portions of their tuition. CSF currently holds a portfolio of loans receivable from former Corinthian students, including former students of Corinthian’s Massachusetts Everest Institute schools (“Corinthian Everest Private Loans”).

4. The portfolio held by CSF, as of February 28, 2018 (the “Record Date”), includes Corinthian Everest Private Loans of the former Corinthian students in Massachusetts.

5. Pursuant to M.G.L. c. 93A, § 6, the Attorney General conducted an investigation of Corinthian concerning unfair and deceptive acts and practices in, *inter alia*, the marketing of

its Massachusetts Everest Institute certificate programs, enrollment of students, and offering of private student loans to pay all or part of the tuition for its programs.

6. As a result of the investigation, on April 3, 2014, the Attorney General filed a lawsuit against Corinthian alleging that the school violated M.G.L. c. 93A, § 2, by engaging in unfair or deceptive acts or practices. The Attorney General alleged, *inter alia*, that Corinthian made false and/or misleading representations regarding the likelihood of job placement to Massachusetts consumers in order to induce enrollment in its Everest Institute programs. The Attorney General also alleged that Corinthian created a private student loan program and steered student borrowers into subprime loans it knew or should have known they would be unable to repay.

7. On November 30, 2015, the Attorney General provided a 2,700-page submission to the U.S. Department of Education containing evidence of Corinthian's unfair and deceptive conduct in Massachusetts. As part of the submission, the Attorney General sought the discharge of federal loans taken out by former students of Corinthian in Massachusetts who were victimized by the for-profit school's unfair and deceptive conduct.

8. On or about March 25, 2016, the U.S. Department of Education announced findings that Corinthian had misrepresented job placement rates for many of its Massachusetts programs of study and created a process to discharge the federal student loans of thousands of students who enrolled in Corinthian's Massachusetts programs based on misrepresentations.

9. On June 6, 2016, Suffolk Superior Court allowed the Commonwealth's summary judgment motion as to Corinthian's liability for the Commonwealth's claims in *Commonwealth v. Corinthian Colleges, Inc. and Corinthian Schools, Inc.*, No. 14-CV-1093-E. On August 2, 2016, the Court entered final judgment for the Commonwealth ordering restitution in the amount

of \$67,333,091 plus interest for tuition paid by Massachusetts Everest Institute students (the “Corinthian Summary Judgment Order”). Corinthian petitioned for bankruptcy and dissolved in 2015.

10. The Attorney General subsequently undertook efforts to locate the current holders of Corinthian Everest Private Loans in order to notify them of the Corinthian Summary Judgment Order and to seek relief on behalf of former Massachusetts Corinthian students.

11. The Receiver is obligated under this AOD for the sole purpose of acting on behalf of Aequis to grant certain monetary relief from the assets of the receivership and to perform certain obligations to the Attorney General set forth in this AOD.

12. In recognition of the Receiver’s cooperation, the Attorney General agrees to accept this AOD on the terms and conditions contained herein, pursuant to the Massachusetts Consumer Protection Act, M.G.L. c.93A, § 5.

13. For purposes of this AOD, the Attorney General makes no allegations against the Receiver; the Receiver is causing Aequis to implement relief required by the Attorney General based solely upon the actions of CSF. This AOD does not constitute an admission by Aequis of any fact or non-compliance with any state or federal law, rule, or regulation. The acceptance of this AOD is not acceptance or approval by the Attorney General of any of Aequis’s business practices and Aequis will make no representation to that effect. The Receiver enters into this AOD on behalf of Aequis for settlement purposes only. This AOD is made without any trial or adjudication of any issue of fact or law.

III. ASSURANCES

14. Within 5 business days after the date on which this AOD was signed by the Attorney General and the Receiver (the “Effective Date”), the Receiver shall obtain from

servicers currently servicing the loans of all borrowers with an address in Massachusetts (“Massachusetts Borrowers”), and provide to the Attorney General, a report consisting of the following information, where available, for each Massachusetts Borrower: (1) name, last known postal address, phone number, and email address; and (2) the outstanding principal, interest, fees, and any other amount due for each loan as of the Record Date.

15. Within 6 months of receipt of the report, the Attorney General will provide to the Receiver the names of Massachusetts Borrowers who have, after notification by the Attorney General in the form attached hereto as Exhibit 1, opted to receive the relief provided by this Agreement. The Attorney General may provide names of Massachusetts Borrowers in monthly batches. Within 60 days after receiving any Massachusetts Borrowers’ names from the Attorney General, the Receiver, on behalf of Aequitas, will (i) cease engaging in any collection activity with respect to the Massachusetts Borrowers, and (ii) discharge and cancel all amounts shown as owed by each Massachusetts Borrower as of the Record Date, including principal, interest, fees, or any other amounts.

16. Within 90 days after receiving any names of Massachusetts Borrowers, the Receiver, on behalf of Aequitas, will return to each named Massachusetts Borrower any payments that were accepted and processed after the Record Date.

17. The Receiver, on behalf of Aequitas, has requested that any servicer that furnished trade line information for CSF’s portfolio of loans receivable from former Corinthian students, including Massachusetts Borrowers, to credit reporting agencies to furnish deletion codes to said credit reporting agencies to delete such information from subject borrowers’ credit reports. Within 30 days after the Effective Date, the Receiver, on behalf of Aequitas, will provide the Attorney General with copies of these previously made requests. The Receiver, on

behalf of Aequitas, further agrees that Massachusetts Borrowers have not been, and will not be, subjected to any new credit reporting activities.

IV. COOPERATION & RECORD KEEPING

18. Aequitas, or the Receiver on behalf of Aequitas during the pendency of the receivership, will cooperate with the Attorney General relating to implementation of this AOD and any related Attorney General review.

19. At the time of discharge of each loan as described in Paragraph 15, the Receiver, on behalf of Aequitas, shall provide each Massachusetts Borrower with notice in the form attached hereto as Exhibit 2. Nothing else but such notice shall be sent in combination with the mailing of this notice and such mailing will be sent to the most recently available postal address as contained on the servicer's system of record. The Receiver shall provide the Attorney General with a complete list of addressees to which the notices are sent.

20. As of the Effective Date, the Receiver, on behalf of Aequitas, agrees that he will not sell or assign, or transfer any collection rights to, any amounts owed by the Massachusetts Borrowers who opt-in, and the Receiver, on behalf of Aequitas, represents that he has not sold any of the Massachusetts Borrowers' loans to any entity unrelated to Aequitas.

21. The Receiver, on behalf of Aequitas, agrees that before he sells or assigns, or transfers any collection rights to, any amounts owed by the Massachusetts Borrowers who have not opted-in, as described in Paragraph 15, he will:

- a. Within five business days of reaching an agreement in principle to sell, transfer or assign any amounts owed by Massachusetts Borrowers, in which the terms have been agreed upon by the parties but the Receiver has not yet sought the authority of the Receivership Court to make such a sale, transfer, or assignment, provide the Attorney

- General: (i) notice of the fact that such agreement in principle has been reached; (ii) the name of the proposed purchaser, transferee or assignee; (iii) and the list of Massachusetts Borrowers' loans to be sold, transferred or assigned;
- b. Ensure that the final agreement memorializing any such sale, transfer or assignment of any amounts owed by Massachusetts Borrowers contains a provision requiring the purchaser, transferee or assignee to adopt or abide by the terms and provisions of this AOD requiring ongoing performance for the Attorney General;
 - c. Ensure that any motion seeking Receivership Court approval for any sale, transfer or assignment of any amounts owed by Massachusetts Borrowers shall: (i) contain a request to the Receivership Court that the terms of this AOD requiring ongoing performance for the Attorney General shall be enforceable against the purchaser, transferee or assignee; and (ii) not seek to sell, transfer or assign such loans free and clear of rights, claims or defenses of any borrower, co-borrower or guarantor on any such loan.

22. The Receiver, on behalf of Aequitas, will create and maintain for a period of at least one year from the Effective Date or the duration of the receivership, whichever period is shorter, all records necessary to demonstrate compliance with its obligations under this AOD and will provide such records to the Attorney General upon request.

V. MISCELLANEOUS PROVISIONS

23. The loan discharges and cancellations described in this AOD are based on alleged infirmities that relate back to the original sale of educational services by Corinthian and are for purposes of correcting alleged unlawful business practices by CSF pursuant to M.G.L. c. 93A.

24. By execution of this AOD, the Attorney General releases and forever discharges to the fullest extent of the law Aequitas and the Receiver from the following: all civil claims, causes of action, administrative actions, damages, restitution, fines, costs, and penalties under the Dodd-Frank Act, M.G.L. c. 93A, 940 CMR 7.00 et seq., or any other statute, regulation or other legal basis that the Attorney General is empowered to enforce and could have asserted against Aequitas and/or the Receiver prior to the Effective Date, based on the allegations described in Section II of this AOD. This release does not preclude or affect any right of the Attorney General to determine and ensure compliance with this AOD, or to seek penalties for any violations of the terms of this AOD.

25. This AOD constitutes the entire agreement between the Attorney General and Aequitas and supersedes any prior communication, understanding or agreements, whether written or oral, concerning the subject matter of the AOD. This AOD can be modified or supplemented only by a written document signed by both parties, except that deadlines for performance by Aequitas in this AOD may be extended as determined by the Attorney General.

26. The AOD will be binding upon the Receiver, Aequitas, and any subsidiaries or affiliates that own any loans receivable from the Massachusetts Borrowers.

27. All notices as required by the AOD will be provided as follows:

To the Attorney General:

Jennifer Snow, Assistant Attorney General
Office of the Massachusetts Attorney General
Insurance & Financial Services Division
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 963-2516

To Aequitas:

Ronald F. Greenspan as Court-Appointed Receiver
c/o FTI Consulting
633 West 5th Street, Suite 1600
Los Angeles, CA 90071

with a copy to:

Ronald F. Greenspan as Court-Appointed Receiver
Aequitas Receivership Entity
5300 Meadows Road Suite 300
Lake Oswego, OR 97035

with a copy to:

Ivan B. Knauer
Snell & Wilmer LLP
1101 Pennsylvania Ave., N.W., Suite 300
Washington, DC 20004

with a copy to:

Donald C. Lampe
Morrison & Foerster LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1888

28. By signing below, Aequitas agrees to comply with all of the terms of this AOD. Any violation of this AOD or non-compliance with this AOD may be pursued in a civil action or proceeding under M.G.L. c. 93A hereafter commenced by the Attorney General.

29. Notwithstanding any other terms, conditions or provisions of this AOD, pursuant to the Receivership Order, the Receiver and his retained personnel are entitled to rely on all outstanding rules of law and the orders of the Receivership Court and shall not be liable to any person or party (including, without limitation, the Attorney General) for their own good faith compliance with this AOD. Pursuant to the Receivership Order, in no event shall the Receiver or retained personnel be liable to any person or party (including, without limitation, the Attorney General) for their good faith compliance with their duties and responsibilities as Receiver or

retained personnel, nor shall the Receiver or retained personnel be liable to anyone for any actions taken or omitted by them except upon a finding by the Receivership Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties. This release does not preclude or affect any right of the Attorney General to determine and ensure compliance with this AOD, or to seek penalties for any violations of the terms of this AOD.

Aequitas Capital Management, Inc.

Commonwealth of Massachusetts

Ronald F. Greenspan
Receiver for Aequitas Capital Management, Inc., *et al.*
Aequitas Receivership Entity
5300 Meadows Road Suite 300
Lake Oswego, OR 97035

Jennifer Snow
Assistant Attorney General
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108

Date: _____

Date: _____

EXHIBIT 1

Date

Borrower name

Street Address

City, State Zip

Account Number:

**IMPORTANT NOTICE ABOUT YOUR CORINTHIAN COLLEGES PRIVATE
STUDENT LOAN – CAMPUS STUDENT FUNDING, LLC**

Dear Name:

We are writing to notify you of a settlement reached between the Office of Massachusetts Attorney General Maura Healey and Campus Student Funding, LLC, the holder of a Private Student Loan you received to attend a program at an **Everest, Heald, or Wyotech school** (Corinthian Colleges). This loan was often referred to as the “Genesis Loan.” Your Private Student Loan is serviced by University Accounting Service, LLC.

As part of the settlement, you are eligible to have the balance of your Private Student Loan, as of February 28, 2018, cancelled, in the amount of \$____, which included \$____ in principal and \$____ in interest and fees. You are also eligible for a refund of all payments you made to Campus Student Funding, LLC, after February 28, 2018. This is in addition to and not in lieu of any previous loan discharge you may have received under a settlement with the Consumer Financial Protection Bureau.

Enclosed are the Opt-in Notice and the Borrower Acknowledgement Form, **which you must complete in order to receive your loan cancellation and any applicable refund**. You must submit all forms to the Massachusetts Attorney General’s Office in the enclosed envelope **no later than DATE**. You may also submit your forms by mailing, faxing or, emailing them to:

Jennifer Snow
Insurance and Financial Services Division
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108

OR fax it to: Attn: Jennifer Snow
(617) 722-0184

OR Scan and email it to jennifer.snow@state.ma.us.

If you complete and return your Borrower Acknowledgement Form to us by this specified date, you will receive a confirmation notice and a check for any money owed to you (if applicable, as provided above) from Campus Student Funding, LLC, or its servicer. Please note that the cancellation of your loan will be reported to the Internal Revenue Service (“IRS”) on a Form 1099-C (if the discharge of the loan principal is \$600 or greater), and may have tax consequences. You may wish to seek professional tax advice. The Attorney General’s Office cannot provide tax advice.

Should you have any other questions regarding the settlement, please contact Jennifer Snow at the Office of the Attorney General at (617) 963-2516.

Respectfully,

Jennifer Snow
Insurance & Financial Services Division
Office of the Attorney General

Opt-In Notice

Re: Loan number: LOAN NUMBER

Loan Cancellation Amount:¹ \$_____

Campus Student Funding, LLC has entered into a settlement with Attorney General Maura Healey relating to private student loans taken in connection with attendance at Corinthian Colleges.

If you would like to receive a cancellation of LOAN NUMBER in the amount of \$_____, and a refund of any amounts paid after February 28, 2018, please sign and return the enclosed Borrower Acknowledgement Form **no later than DATE**. Forms will be processed in the order in which they are received, so please complete and return the forms promptly.

The refund check (if applicable) and notice of loan cancellation will be mailed to you at the address you provide on the Borrower Acknowledgement Form.

The Private Student Loan cancellation may be provided to the IRS, and may have tax consequences.

Please call the Office of the Attorney General at (617) 963-2516 if you have questions.

¹ The Loan Cancellation Amount includes the outstanding principal, interest, fees, and any other amount currently due.

Borrower Acknowledgement Form

I, _____, am the borrower on loan number LOAN NUMBER and agree to the cancellation of LOAN NUMBER and a refund of any amounts paid after February 28, 2018, in connection with the settlement between the Office of the Massachusetts Attorney General and Campus Student Funding, LLC. I have read and acknowledge the Opt-In Notice and am providing the required information below:

My Full Name: _____

My Telephone Number: _____

My Mailing Address: _____

I have read this form and declare under penalty of perjury that (i) I am the borrower listed above who had the above-referenced Private Student Loan; (ii) the information on this form is accurate; and (iii) this form was personally signed by me.

Signature

Date

EXHIBIT 2

[BORROWER NAME & ADDRESS]

CAMPUS STUDENT FUNDING, LLC
_____, 2018

**IMPORTANT NOTICE ABOUT YOUR CORINTHIAN COLLEGES
PRIVATE STUDENT LOAN – MASSACHUSETTS SETTLEMENT**

Dear Student Borrower:

We are writing to notify you of a settlement reached between Campus Student Funding, LLC (“CSF”), the holder of a Private Student Loan you received to attend a program at Everest, Heald or Wyotech College (Corinthian College campuses), and the Attorney General of Massachusetts. This Private Student Loan was often referred to as the “Genesis Loan” and is separate from any Federal student loan(s) you may have.

**THIS IS AN IMPORTANT NOTICE REGARDING DISCHARGE OF YOUR OBLIGATIONS.
PLEASE READ THIS NOTICE CAREFULLY.**

As a result of the settlement you chose to exercise your right to the discharge and release of your Private Student Loan (Loan). This notice explains the benefits of the settlement to you.

Your Private Student Loan servicer is University Accounting Service, LLC (“UAS”), which is an independent third party loan servicing company. UAS is not a party to the settlement and was not involved in the alleged conduct giving rise to the settlement. You are receiving this letter from UAS because UAS is helping CSF implement the settlement.

1. Your Loan number is _____.
2. The total amount you owed on your loan as of February 28, 2018 is _____.
3. As a result of the settlement, your Loan is discharged in full as of February 28, 2018. You, and any co-borrower or guarantor, do not owe any amounts on your Loan. The principal amount of this discharge is equal to \$_____. All interest and fees on your Loan have been discharged.
4. Collection activities and credit reporting on your Loan have ceased. If we received payments from you after February 28, 2018, you will receive a check payable to you in the amount of these payments. Payments we received on or before February 28, 2018 will not be returned to you.
5. The discharge of your Loan may result in tax liabilities to the Internal Revenue Service and state taxing authorities.
6. If you have questions about this letter or collection of your loan, you may contact UAS at:

**University Accounting Service, LLC
Servicer for Campus Student Funding, LLC
PO Box 918
Brookfield, WI 53008-0918**

Telephone: 800-999-6227 (for specific questions about your account)

Email: uasloanservice@tsico.com

Thank you for your attention to this letter.

University Accounting Service, LLC