

MERNA T. HOFFMAN  
Deputy Attorney General  
PA Attorney I.D. No. 312897  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120  
Telephone: (717) 787-4679  
Facsimile: (717) 705-3795  
Email: mhoffman@attorneygeneral.gov

**IN THE PENNSYLVANIA COURT OF COMMON PLEAS CUMBERLAND COUNTY  
CIVIL ACTION – LAW**

**COMMONWEALTH OF PENNSYLVANIA**  
**OFFICE OF ATTORNEY GENERAL**

PETITIONER

v.

**UNIFIED HOLDING GROUP, LLC**  
**D/B/A/ STUDENT EDUCATION CENTER**

RESPONDENT

Case No. \_\_\_\_\_

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**WHEREAS**, Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (“Commonwealth” and/or “Petitioner”), has caused an investigation to be made into the business practices of Unified Holding Group, LLC d/b/a Student Education Center (“SEC” and/or “Respondent”), pursuant to the provisions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), the Foreign Business Registration Act, 15 Pa.C.S.A. §411, *et seq.* (“Foreign Business Registration Act”), the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §

7001, *et seq.* (“E-Sign Act”) and the Telemarketer Registration Act, 73 P.S. §§ 2241, *et seq.* (“Telemarketer Registration Act”) and states the following:

### **PARTIES**

**WHEREAS**, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro with offices located at Strawberry Square, 15<sup>th</sup> Floor, Harrisburg, PA 17120;

**WHEREAS**, Unified Holding Group, LLC is a for-profit foreign limited liability company registered with the Delaware Department of State, with a registered agent address of Harvard Business Services, Inc. 16192 Coastal Highway, Lewes, Delaware, 19958; and a principal place of business located at 5160 Campus Drive, Newport Beach, California, 92660 and 3848 Campus Drive, Newport Beach, California, 92660;

**WHEREAS**, at all times relevant and material hereto, Unified Holding Group, LLC conducted business under the fictitious name “Student Education Center;” and

**WHEREAS**, Respondent conducted commerce within the Commonwealth and did not register with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”) as a foreign entity doing business in the Commonwealth, nor did it register its fictitious name.

### **FINDINGS OF FACT**

**WHEREAS**, Respondent engaged in trade or commerce in the Commonwealth of Pennsylvania by marketing, selling and providing services to Commonwealth consumers related to the repayment of student loan debt;

**WHEREAS**, Respondent served as an intermediary between Commonwealth consumers and the U.S. Department of Education (“DOE”) and/ or its federal student loan servicers by advising and providing services related to the reduction or forgiveness of Commonwealth consumers’ student loan debt;

**WHEREAS**, in at least two (2) instances, Respondent made telephone solicitation calls to Commonwealth consumers and offered their services to reduce or eliminate the consumers’ student loan debt;

**WHEREAS**, Respondent marketed and advertised services related to the repayment of student loans through its website, <http://studenteducationcenter.org>, (“Website”) and the Better Business Bureau’s website (“BBB website”); (A true and correct copy of the Website is attached hereto and incorporated herein as Exhibit A);

**WHEREAS**, based on the Commonwealth’s investigation, the Commonwealth believes and therefore avers that the Respondent has fabricated the true nature of its services and falsified many of its reviews on the BBB website in an attempt to solicit business and mislead consumers into signing up for its services;

**WHEREAS**, Respondent misrepresented its reviews to the public to bolster SEC’s reputation and mislead consumers into believing fabricated content about its business practices; (A true and partially redacted copy of the reviews posted on the BBB website are attached hereto and incorporated herein as Exhibit B);

**WHEREAS**, Respondent drafted and posted positive reviews about SEC’s services using different email addresses and geographical locations, however, many of the fabricated reviews were published from the same internet protocol address (“IP Address”). For example,

there are six (6) positive reviews on the BBB website, all of which derived from the same IP Address located in Irvine, California. The reviews are as follows:

- A review submitted on November 27, 2018, from a fake reviewer purportedly from Cherryville Kansas states, "I recommend this company to all my folks. What made me skeptical was their initial approach with a cold call to me even tho their staff was nice but it almost seemed too good to be true. I am now making forward progress in a federal forgiveness program im grateful they stayed true to their word." (See Exhibit C).
- A review submitted on January 4, 2019, from a fake reviewer purportedly from Rochelle Park, New Jersey states, "Student Education Center makes sure you do not miss a payment so you can receive forgiveness and if you are in public service, you are in the best spot." (See Exhibit C).
- A review submitted on February 27, 2019, from a fake reviewer purportedly from Corpus Christi, Texas states: "the call i received from student education center was truly heaven sent and i honestly recommend this service to anyone who is struggling to pay their student loans." (See Exhibit C).
- A review submitted on August 6, 2018, by a fake reviewer purportedly from Southfield, Michigan states: "Student education center is great! The customer service is amazing, my experience has been great so far. My situation looked very bad, I fell into a default situation and was looking at a terrible situation. With the help I received I was able to get out of default and now I'm in an income based repayment plan and I couldn't be any happier with the federal forgiveness program!! Thank you so very much." (See Exhibit C).
- A Review submitted on August 7, 2018 by a fake reviewer purportedly from Coral Springs, Florida states: "Cost efficient and honest which is hard to find these days. Student Education Center is a great service." (See Exhibit C).
- A review submitted on August 7, 2018 by a fake reviewer purportedly from Weidman, Michigan states:

“I worked with this company they helped me consolidate all my loans into a program that was much more affordable than my previous lender Navient. They also got me out of default which stopped my taxes from being garnished each year. Thanks.” (See Exhibit C).

**WHEREAS**, Respondent purported to be Commonwealth consumers on the BBB website by posting fabricated reviews in order to bolster its reputation among Commonwealth consumers and to solicit business. For example, two (2) reviews on the BBB website are posted by fake reviewers purportedly from Harrisburg, Dauphin County, Pennsylvania. The IP Address for the Two (2) reviews is located in Burbank, California and the consumer’s names are not identified by Respondent as Commonwealth consumers; (See Exhibit B);

**WHEREAS**, Respondent used false or misleading advertising tactics to gain consumers’ trust;

**WHEREAS**, Respondent also gained consumers’ trust by misrepresenting to Commonwealth consumers that they work, or are affiliated with, the DOE during the solicitation call or the consultation call;

**WHEREAS**, Respondent represents on its Website a five (5) step program, where once the consumer is approved, the consumer is “all set up with the new servicer;” (See Exhibit A);

**WHEREAS**, Respondent enticed consumers to enroll in its services by misrepresenting to Commonwealth consumers that they qualify for federal programs that would permanently reduce their monthly loan payments;

**WHEREAS**, Respondent additionally misrepresented to consumers that after a consumer enrolls for services with the Respondent, the consumer’s loans will be forgiven;

**WHEREAS**, when consumers agree to sign up for Respondent’s services, the Respondent subsequently E-mails consumers the following documents: the Document

Preparation Agreement (“Agreement”), Federal Student Loan Consolidation Program Details form, Fee and service schedule (“Fee Schedule”), Payment Authorization for automatic payments, Student Loan Data System Access Permission, Special limited Power of Attorney, Privacy Policy, Notice of Right to Cancel, and a DOE Certification of Identity & Authorization to Disclose Personal Information forms (collective documents “Paperwork”); (True and partially redacted copies of the sample Paperwork are attached hereto and incorporated herein as Exhibit C);

**WHEREAS**, Respondent collected consumers’ personally identifiable information, including the consumers’ login information for their federal student loan servicer account and subsequently changed the consumers’ email addresses, telephone numbers, and mailing addresses to a location in Burbank, California and a telephone number assigned to the Respondent;

**WHEREAS**, Respondent also instructed consumers to ignore future communications with their loan servicers and to communicate only with Respondent, who many consumers believe would now be servicing their loans;

**WHEREAS**, Respondent charged Commonwealth consumers a fee ranging from \$399 to \$3,495.00 to assist borrowers in applying and completing the documents required to apply for to the various federal student loan repayment, consolidation, or forgiveness programs offered by the DOE, when in fact such applications for the DOE programs are free to consumers to file;

**WHEREAS**, from on or about 2017 to 2019, Respondent provided its services to over 220 Commonwealth consumers who paid Respondent over \$90,000.00 in fees, of which—as of this investigation—Respondent had already voluntarily returned over \$17,000 in fees pursuant

to its own investigations into various consumers' payments and services and without any request from the Commonwealth to return such funds;

**WHEREAS**, Respondent collected and retained monthly fees which consumers believed were being applied to pay down their student loans;

**WHEREAS**, Respondent often times enrolled consumers into a forbearance status with their federal student loan servicers and the consumer subsequently accrued interest and fees without their knowledge or consent;

**WHEREAS**, the Commonwealth received consumer complaints against the Respondent. Samples of the consumers' complaints are as follows:

1. A consumer from Cumberland County, who is on the DO NOT Call List, alleged that Respondent cold called her on June 14, 2018. The consumer alleged that the Respondent represented itself as the DOE and stated that the consumer qualified for a program for 99% Parent Plus Loan forgiveness. The consumer alleged that because Respondent knew the consumer's personally identifiable information, i.e. date of birth, social security number, loan balances, etc., she believed it was the DOE. On June 14, 2018, the consumer entered into an Agreement with SEC. The consumer additionally granted SEC access to her FAFSA and federal loan servicer login information. Respondent enrolled the consumer into the Income-Contingent Repayment program offered by the DOE. Respondent informed the consumer that based on the Fee Schedule, the consumer was to make \$225.00 monthly payments for the duration of seven (7) months, totaling \$1,575.00 and after which, her payments would decrease to \$0.00 per month. Respondent requested the consumer's credit card information to process the payment. The consumer researched the company and determined it was a scam. The consumer did not pay for the services and did not provide SEC with her credit card information. The consumer filed a consumer complaint with the Commonwealth fearing that she may have been a victim of identity theft since the Respondent had all of her personally identifiable information.
2. A consumer from Northumberland County was contacted by a SEC employee on September 13, 2018 and informed the consumer that the Respondent could reduce her student loans, which are over \$40,000.00 to \$11,000.00. The consumer emailed the Respondent two (2) pay stubs, her social security number, and address. The consumer entered into an Agreement with SEC and granted SEC access to her FAFSA and federal loan servicer login information by signing a limited power of attorney granting SEC authorization to log into her accounts and contact the DOE and federal loan servicers on her behalf. Respondent enrolled the consumer into the Revised Pay as You Earn program offered by the DOE. Respondent's Fee Schedule provided that

the consumer was to make \$187.50 monthly payments for the duration of eight (8) months, totaling \$1,500.00 and after which, her payments would decrease to \$82.00 per month. The consumer realized that she was locked out of her Fed Loan account and that her login information had been changed. On September 26, 2018, the consumer filed a complaint with the Commonwealth fearing that she was subject to identity theft. The Commonwealth issued a letter to Respondent requesting a response in an effort to mediate the consumer's complaint. The Respondent did not respond to the consumer's complaint and charged the consumer's credit card a monthly fee from October 1, 2018 through April 1, 2019 for a total of \$1,312.50. The consumer was not refunded her money.

3. On August 30, 2018, a consumer from Westmoreland County contacted Respondent to inquire about its services. The consumer was provided with a consultation over the telephone. The SEC employee explained to the consumer that SEC was a debt relief company which could reduce her student loan monthly payments and ultimately forgive her loans. The SEC employee represented to the consumer that they service the loan and all payments received from the consumer would apply towards the consumer's outstanding loans. Before entering into an agreement with Respondent, she was asked to provide the SEC employee her personally identifiable information and login credentials to her FedLoan account. The SEC employee gained access to the consumer's FedLoan account and informed the consumer that FedLoan was about to garnish her wages and that SEC can help prevent that from happening if the consumer signed up with SEC right away. The consumer relied on the urgent statement and because she feared that her wages would be garnished, she agreed to enroll for Respondent's services. The SEC employee E-mailed the consumer the Paperwork, all of which had the electronic signature Pre-affixed to them and dated for August 30, 2018. Respondent never offered or asked the consumer whether she wanted copies of the Paperwork to be mailed to her. The consumer subsequently received the following email:

*"Congratulations on your approval in the Federal Loan Forgiveness Program! Now that your application has been submitted to our processing department, you are ALMOST DONE. Here are the instructions on what to do next:*

*Submit proof of income:*

- 2 MOST RECENT pay stubs covering one month's worth of income*
- COPY OF YOUR DRIVER LICENSE (picture preferably)*
- You can FAX us directly: (877) 422-1512 , or take a clear picture of your paystubs and send them via email to [clientdocs@studenteducationcenter.org](mailto:clientdocs@studenteducationcenter.org) or (reply to this one). If you cannot access these documents, please contact me at 949-339-2340 so we can make other arrangements.*

*Watch out for your payment! These are federal programs that are designed to help you out of an unfavorable situation. That's why you schedule your own payment. Missing your scheduled processing payments may result in delays or decline of federal benefits and/or derogatory marks in our system. If you ever need to move your payment date please call no later than 3 business days prior to your originally scheduled payment date!*

*It is very important we keep an open line of communication throughout this whole process which will take anywhere from 6-8 months. If you have any questions, comments or concerns please do not hesitate to contact me at the number/email below!"*

The consumer subsequently received another Email from Respondent which stated:

*"Welcome to Student Education Center and congratulations on your enrollment into a more favorable program for your Federal Student Loans! Please be advised that moving forward you may be contacted by your loan adviser and/or members of our Processing Department via email/text. Please make sure to check your inbox regularly for updates regarding your program. Should you have any questions feel free to contact us at (888)-668-8109."*

Respondent's Fee Schedule provided that the consumer was to make \$349.00 monthly payments for the duration of six (6) months, totaling \$2,094.00 and after which, her payments would decrease to \$145.11 per month until her loans were forgiven. On January 14, 2019, the consumer received an email informing her of potential fraud because her demographics on her FedLoan account had been changed. The consumer learned that SEC had changed her FedLoan login credentials, and modified her telephone number, email address and mailing address to a Burbank, California location. The consumer was unaware of such changes and never gave the Respondent permission or authorization to change her information with FedLoan. Additionally, the consumer was unaware that the \$349.00 monthly payments she was paying to SEC were not being applied towards her loan balance. The consumer contacted FedLoan and to take back control of her account and learned that SEC placed her account in forbearance status and for the six (6) months period, she had accrued interest and fees which totaled over \$10,000.00. The consumer also learned that contradictory to what she was informed by the SEC employee, Respondent was not servicing her loan and none of the payments she made to Respondent during the six (6) months period were applied towards her loan balance. Moreover, the consumer

was not aware of the status of her loans because Respondent changed the consumer's login information, and changed her telephone number and mailing address to a location in Burbank, California thereby preventing the consumer from receiving any notices from FedLoan about her student loan account. On March 12, 2019, the consumer filed a consumer complaint with the Commonwealth. The consumer asked for a refund of \$2,094.00, which the Respondent did provide.

**WHEREAS**, the Commonwealth believes that Respondent has engaged in conduct violative of the Consumer Protection Law, Foreign Business Registration Act, the E-Sign Act and the Telemarketer Registration Act by:

- A. Using deceptive acts in marketing, sale, and the administration of debt relief services;
- B. Purporting false affiliation with the DOE;
- C. Providing false promises and submissions of discharge programs and income-driven repayment plans that borrowers are not eligible for;
- D. Impersonating consumers to gain access to the consumers' accounts and changing consumers' personal information with federal student loan servicers, without the consumers' consent;
- E. Changing consumer's demographic information with federal student loan servicers without the consumers' notice or consent;
- F. Submitting false applications on behalf of consumers in order to obtain forbearances and lower repayment plans;
- G. Making misleading statements of fact in an attempt to induce consumers to enter into an agreement for services;
- H. Falsely informing consumers that SEC purchased the consumer's loan(s) from a federal student loan servicing company and that the customers are now paying SEC;

- I. Misrepresenting to consumers that they are servicing their student loans;
- J. Misrepresenting to consumers that their payments are applied towards their loans, when in fact Respondent charged consumers monthly payments for document preparation fees;
- K. Failing to clearly explain to consumers their fees and how their fees were derived and/ or are calculated;
- L. Conducting commerce within the Commonwealth without registering the business and fictitious name with the Corporations Bureau as a foreign entity doing business in the Commonwealth;
- M. Failing to comply with the consumer disclosure provisions of the E-Sign Act;
- N. Placing solicitation calls to Commonwealth consumers without registering as a telemarketer or providing a surety bond to the Bureau of Consumer Protection, prior to offering for sale its services to Commonwealth consumers; and
- O. Initiating telephone solicitation calls to consumers who are subscribed on the do-not-call list.

#### **VIOLATION OF CONSUMER PROTECTION LAW**

**WHEREAS**, the Commonwealth alleges that the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

1. Section 201-2(4)(ii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services; 73 P.S. §201-2(4)(ii);

2. Section 201-2(4)(iii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another; 73 P.S. §201-2(4)(iii);

3. Section 201-2(4)(v) of the Consumer Protection Law, which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; 73 P.S. §201-2(4)(v);

4. Section 201-2(4)(vii) of the Consumer Protection Law, which prohibits representing that goods or services are of a particular standard, quality of grade, if they are of another; 73 P.S. §201-2(4)(vii);

5. Section 201-2(4)(ix) of the Consumer Protection Law, which prohibits advertising goods or services with intent not to sell them as advertised; 73 P.S. §201-2(4)(ix); and

6. Section 201-2(4)(xxi) of the Consumer Protection Law, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding; 73 P.S. §201-2(4)(xxi).

#### **VIOLATIONS OF THE FOREIGN BUSINESS REGISTRATION ACT**

**WHEREAS**, the Commonwealth alleges that the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” in the conduct of trade or commerce prohibited by the Foreign Business Registration Act including, but not limited to, the following:

1. Section 411(a) of the Foreign Business Registration Act which provides that, a foreign filing association or foreign limited liability partnership may not do business in this Commonwealth until it registers with the department under this chapter. 15 Pa.C.S.A. § 411(a).

#### **VIOLATIONS OF THE E-SIGN ACT**

**WHEREAS**, the Commonwealth alleges that the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” in the conduct of trade or commerce prohibited by the E-Sign Act including, but not limited to, the following:

1. Section 7001(c)(1) of the E-Sign Act for failing to provide consumer disclosures and obtain consumers' affirmative consent to electronic records; 15 USCA §7001(C)(1);

2. Section 7001(c)(1)(A), (B)(i), (ii), and (iv) of the E-Sign Act for failing to meet the guidelines established to satisfy the requirements for Electronic Records whereby:

- a. the consumer has affirmatively consented to such use and has not withdrawn such consent;
- b. the consumer, prior to consenting, is provided with a clear and conspicuous statement—
  - i. informing the consumer of (I) any right or option of the consumer to have the record provided or made available on paper or in nonelectronic form, and (II) the right of the consumer to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;
- c. informing the consumer of whether the consent applies (I) only to the particular transaction which gave rise to the obligation to provide the record, or (II) to identified categories of records that may be provided or made available during the course of the parties' relationship; and
- d. informing the consumer (I) how, after the consent, the consumer may, upon request, obtain a paper copy of an electronic record, and (II) whether any fee will be charged for such copy.

15 USCA §§ 7001(c)(1)(A), (B)(i), (ii), and (iv).

3. Section 7001(c)(1)(C)(i), and (ii), of the E-Sign Act for failing to meet the guidelines established to satisfy the requirements for Electronic Records whereby the consumer:

- a. prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and
- b. consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

15 USCA §§ 7001(c)(1)(C)(i) and (ii).

### **VIOLATION OF TELEMARKETER REGISTRATION ACT**

**WHEREAS**, the Commonwealth alleges that the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” in the conduct of

trade or commerce prohibited by Telemarketer Registration Act, including, but not limited to, the following:

1. Offering for the sale goods or services without registering as a telemarketer with the Office of Attorney General in violation of Section 2243(a) of the Telemarketer Registration Act, 73 P.S. § 2243(a);
2. Engaging in unlawful conduct by initiating or causing to be initiated telephone solicitation calls to consumers without registering as a telemarketer in violation of Section 2243(b) of the Telemarketer Registration Act, 73 P.S. § 2243(b);
3. Failing to provide a surety bond in the sum of \$50,000 in a form prescribed by the Office of Attorney General for the indemnification of any person suffering a loss as the result of any fraud, misrepresentation, or violation of the Consumer Protection Law in violation of Section 2244(b) of the Telemarketer Registration Act, 73 P.S. § 2244(b); and
4. Initiating or causing to be initiate a telephone solicitation call to a telephone number of a residential or business telephone subscriber who does not wish to receive telephone solicitation calls and has caused his name, address and telephone number to be enrolled on a do-not-call list maintained by the list administrator in violation of Section 2245.2(a) of the Telemarketer Registration Act, 73 P.S. § 2245.2(a)

**WHEREAS**, a violation of the Telemarketer Registration Act is deemed a violation of the Consumer Protection Law, 73 P.S. § 2246(a);

**WHEREAS**, Respondent fully and completely cooperated with the Commonwealth's investigation of the acts alleged herein, including but not limited to providing documents and responses to subpoenas issued by the Commonwealth and being in constant communication with the Commonwealth during the investigation of the acts alleged herein;

**WHEREAS**, Respondent does not admit that they have engaged in the acts and practices alleged above, or that the acts and practices alleged above constitute a violation of the Consumer Protection Law, Foreign Business Registration Act, the E-Sign Act, Telemarketer Registration Act, or any other law or legal obligation;

**WHEREAS**, Respondent nevertheless agrees to cease and desist from engaging in the acts and practices alleged above and shall not violate the Consumer Protection Law, Foreign

Business Registration Act, the E-Sign Act, Telemarketer Registration Act, or any other law or legal obligation;

**WHEREAS**, the Commonwealth is agreeable in this matter to accept this Assurance of Voluntary Compliance (“AVC”) pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing proceedings pursuant to Section 201-4 thereof; and

**WHEREAS**, this AVC shall not be considered an admission of a violation of the Consumer Protection Law, Foreign Business Registration Act, the E-Sign Act, Telemarketer Registration Act, or any other law or legal obligation for any purpose.

### **RESPONDENT’S COUNTER STATEMENTS**

**WHEREAS**, Respondent indicated to the Commonwealth that another company was using Respondent’s name in business without Respondent’s permission;

**WHEREAS**, Respondent denies the following:

1. making any telephone solicitation calls to Commonwealth consumers, for any purpose;
2. making misrepresentations to the public by using false or misleading advertising tactics, including fabricating the true nature of its services and falsifying reviews on the BBB website, for any reason;
3. posting any of the purportedly false reviews on the BBB website or purporting to be Commonwealth consumers on the BBB website to post fabricated reviews;

4. making misrepresentations to Commonwealth consumers that Respondent works with, or is affiliated with, the DOE, that consumer's loans would be forgiven upon signing up for Respondent's service, or instructing any consumers that Respondent would be servicing the consumer's loans. Respondent included in the Agreement that "[w]e are not a lender or loan servicer." (Ex. C, ¶ 13(B));
5. instructing any consumers that Respondent would be servicing the consumer's loans or that the monthly fees paid to Respondent would be applied to consumer's student loans. Respondent included in the Agreement that its "Service Fees are not payments on your student loan debt. Our Service Fees are in addition to and independent of any of your student loan obligations and are fees paid to us for services rendered." (Ex. C, ¶ 13(A));
6. that consumers did not know or consent to enrollment into a forbearance status, in the event that a consumer was entered into a forbearance status; and
7. making any false representations.

### **RESPONDENT'S REPRESENTATIONS**

**WHEREAS**, on May 26, 2020 and June 22, 2020, Respondent provided the Commonwealth a list of Commonwealth consumers which entered into agreements with Respondent and the amount for which each consumer paid Respondent for its services. Respondent also provided a list of Commonwealth consumers for which Respondent had already issued refunds prior to the Commonwealth contacting Respondent;

**WHEREAS**, Respondent represents and warrants that the Commonwealth consumer list is a complete and accurate list of all Commonwealth consumers with whom Respondent had contracted, and that the payment amounts are accurate;

**WHEREAS**, Respondent represents and warrants that the Commonwealth consumers to whom it issued refunds to were fully refunded;

**WHEREAS**, the Commonwealth relies upon Respondent's representations and warranties in its investigation and resolution of this matter; and

**WHEREAS**, Respondent represents that it ceased doing business in the Commonwealth since on or about January 2020.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, agents, employees and all persons acting on its behalf, directly or through any corporate or other device, as follows:

#### **Injunctive Relief**

**I.** Respondent SHALL comply with any and all provisions of the Consumer Protection Law, and any amendments thereto; and, are permanently enjoined from any violation thereof, including but not limited to:

- A. Section 201-2(4)(ii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services; 73 P.S. §201-2(4)(ii);
- B. Section 201-2(4)(iii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another; 73 P.S. §201-2(4)(iii);
- C. Section 201-2(4)(v) of the Consumer Protection Law, which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; 73 P.S. §201-2(4)(v);

- D. Section 201-2(4)(vii) of the Consumer Protection Law, which prohibits representing that goods or services are of a particular standard, quality or grade, if they are of another; 73 P.S. §201-2(4)(vii);
- E. Section 201-2(4)(ix) of the Consumer Protection Law, which prohibits advertising goods or services with intent not to sell them as advertised; 73 P.S. §201-2(4)(ix); and
- F. Section 201-2(4)(xxi) of the Consumer Protection Law, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding; 73 P.S. §201-2(4)(xxi).

**II.** Respondent SHALL comply with any and all provisions of the Foreign Business Registration Act, and any amendments thereto; and, are permanently enjoined from any violation thereof, including but not limited to:

- A. Section 411(a) of the Foreign Business Registration Act which provides that, a foreign filing association or foreign limited liability partnership may not do business in this Commonwealth until it registers with the department under this chapter. 15 Pa.C.S.A. § 411(a).

**III.** Respondent SHALL comply with any and all provisions of the E-Sign Act, and any amendments thereto; and, are permanently enjoined from any violation thereof, including but not limited to:

- A. Section 7001(c)(1) of the E-Sign Act for failing to provide consumer disclosures and obtain consumers' affirmative consent to electronic records; 15 USCA §7001(C)(1);
- B. Section 7001(c)(1)(A), (B)(i), (ii), and (iv) of the E-Sign Act for failing to meet the guidelines established to satisfy the requirements for Electronic Records whereby:
  - i. the consumer has affirmatively consented to such use and has not withdrawn such consent;
  - ii. the consumer, prior to consenting, is provided with a clear and conspicuous statement—
    - a. informing the consumer of (I) any right or option of the consumer to have the record provided or made available on paper or in nonelectronic form, and (II) the right of the consumer to withdraw the consent to have the

record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;

- iii. informing the consumer of whether the consent applies (I) only to the particular transaction which gave rise to the obligation to provide the record, or (II) to identified categories of records that may be provided or made available during the course of the parties' relationship; and
- iv. informing the consumer (I) how, after the consent, the consumer may, upon request, obtain a paper copy of an electronic record, and (II) whether any fee will be charged for such copy.

15 USCA §§ 7001(c)(1)(A), (B)(i), (ii), and (iv).

C. Section 7001(c)(1)(C)(i), and (ii), of the E-Sign Act for failing to meet the guidelines established to satisfy the requirements for Electronic Records whereby the consumer:

- i. prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and
- ii. consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

15 USCA §§ 7001(c)(1)(C)(i) and (ii).

IV. Respondent SHALL comply with any and all provisions of the Telemarketer Registration Act, and any amendments thereto; and, are permanently enjoined from any violation thereof, including but not limited to:

- A. Offering for the sale goods or services without registering as a telemarketer with the Office of Attorney General in violation of Section 2243(a) of the Telemarketer Registration Act, 73 P.S. § 2243(a);
- B. Engaging in unlawful conduct by initiating or causing to be initiated telephone solicitation calls to consumers without registering as a telemarketer in violation of Section 2243(b) of the Telemarketer Registration Act, 73 P.S. § 2243(b);
- C. Failing to provide a surety bond in the sum of \$50,000 in a form prescribed by the Office of Attorney General for the indemnification of any person suffering a loss as the result of any fraud, misrepresentation, or violation of the

Consumer Protection Law in violation of Section 2244(b) of the Telemarketer Registration Act, 73 P.S. § 2244(b); and

- D. Initiating or causing to be initiate a telephone solicitation call to a telephone number of a residential or business telephone subscriber who does not wish to receive telephone solicitation calls and has caused his name, address and telephone number to be enrolled on a do-not-call list maintained by the list administrator in violation of Section 2245.2(a) of the Telemarketer Registration Act, 73 P.S. § 2245.2(a)

V. Respondent is permanently enjoined from and SHALL NOT itself, nor its successors, assigns, officers, partners, agents, representatives, employees and all other third-party acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, currently or at a future time engage in any trade or commerce related to debt relief services, debt settlement services, debt management services, or any business practice which relate to DOE and/or any consumer debt related services involving federal and/ or private loans within the Commonwealth without a license issued by the Department of Banking and Securities of the Commonwealth that permits the Respondent to engage in these acts;

VI. Respondent is permanently enjoined from and SHALL NOT itself, nor its successors, assigns, officers, partners, agents, representatives, employees and all other third-party acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, currently or at a future time, engage in the business as a telemarketer in the Commonwealth of Pennsylvania and is prohibited from registering as a telemarketer in the Commonwealth of Pennsylvania.

#### **Monetary Relief**

I. Respondent SHALL pay to the Commonwealth of Pennsylvania, the amount of ONE HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED NINE and 82/100 Dollars (\$183,809.82) (“Required Payments”) as follows:

A. **Restitution** in the amount of SEVENTY-THREE THOUSAND EIGHT HUNDRED NINE and 82/100 Dollars (\$73,809.82) shall be paid upon Respondent's execution of the AVC. The manner and timing of distribution of restitution will be at the sole discretion of the Commonwealth and Respondent shall not be responsible for making such distributions.

1. Respondent has provided the Commonwealth with information relating to Commonwealth consumers which signed up for Respondent's services.
2. In the event the Commonwealth is not able to distribute all the above restitution, the remaining amount shall be deemed Costs to be paid to the Commonwealth of Pennsylvania, Office of Attorney General.
3. After the Commonwealth has completed the distribution of the Restitution amount, including attempts to contact payees of uncashed checks, completed address research to locate the recipients, and at least 90 days have passed since the checks were initially mailed, all uncashed checks shall be voided and these funds shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. **Costs of Investigation** in the amount of TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) shall be paid upon Respondent's execution of the AVC. The cost of the investigation shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited in an interest-bearing

account from with both principal and interest shall be expended for future public protection and education purposes.

**C. Additional Restitution** - In the event that there are additional consumers who allege they have been harmed by the conduct cited herein and who are not listed on Respondent's list of Commonwealth consumers, the Respondent agrees as follows:

1. Pay restitution, consistent with the Section 201-4.1 of the Consumer Protection Law, to any consumer who submits a claim to Respondent or the Commonwealth within sixty (60) days of the filing of this AVC, and:
  - a. who asserts that he or she was or would have been entitled to relief provided herein;
  - b. who provides adequate documentation which supports his or her claim and/or complaint; and,
  - c. whose claim is validated by the Commonwealth.
2. Any consumer complaint received by the Commonwealth or Respondent that is postmarked by the sixtieth (60<sup>th</sup>) day after the AVC is filed, shall be deemed timely. Copies of any complaints or requests made directly to Respondent shall be forwarded to the Commonwealth to:

Office of Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 15<sup>th</sup> Floor  
Harrisburg, PA 17120

3. Respondent shall be permitted to review the materials submitted by consumer alleging that they are also entitled to relief in order to cross-check the same against Respondent's records.

4. Respondent agrees to pay the amounts of Additional Restitution to the Commonwealth within ten (10) days of receiving written notice by the Commonwealth.

D. **Civil Penalties** in the amount of NINETY THOUSAND and 00/100 Dollars (\$90,000.00) ("Civil Penalty"), whereby SIXTY THOUSAND and 00/100 Dollars (\$60,000.00) shall be suspended ("Suspended Penalty") and THIRTY THOUSAND and 00/100 Dollars (\$30,000.00) shall be paid upon Respondent's execution of the AVC which shall be allocated as follows:

1. ONE HUNDRED and 00/100 Dollar (\$100.00) to be allocated as the statutory remittance pursuant to Section 2245.2(k)(2) of the Telemarketer Registration Act, 73 P.S. § 2245.2(k)(2), which shall be placed in an escrow account and distributed on a pro-rata basis to a consumer who was listed on the do-not-call list at the time she was called by Respondent and filed complaints with the Petitioner; and
2. TWENTY-NINE THOUSAND NINE HUNDRED and 00/100 Dollars (\$29,900.00) to be distributed to the Commonwealth of Pennsylvania, Department of Treasury.
3. The Suspended Penalty shall be suspended and shall not become due and payable unless and until a court of competent jurisdiction finds that the Respondent has breached any one or more of the terms of this AVC.
4. Should the payment of the Suspended Penalty become due, Respondent understands and agrees that such payment shall be in addition to, and not

in lieu of, the statutory relief provided under the Consumer Protection Law and any other relief the Court deems appropriate.

**E. Payment Terms**

1. Upon execution of this AVC, Respondent shall submit the sum of ONE HUNDRED TWENTY- THREE THOUSAND EIGHT HUNDRED NINE and 82/100 Dollars (\$123,809.82) by wire transfer, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to Merna T. Hoffman, Deputy Attorney General, Bureau of Consumer Protection, Strawberry Square, 15<sup>th</sup> floor, Harrisburg, PA 17120 on or before November 19, 2020.

**Miscellaneous Terms**

**I.** The Pennsylvania Court of Common Pleas, Cumberland County shall maintain jurisdiction over the subject matter of this AVC and over the Respondent for purpose of enforcement of the terms of this AVC.

**II.** Time shall be of the essence with regards to Respondent's obligations hereunder.

**III.** The "Filing Date" and "Effective Date" of this AVC shall mean the date that it is filed with the Pennsylvania Court of Common Pleas, Cumberland County.

**IV.** Any failure of the Commonwealth to exercise any of its rights under this AVC shall not constitute a waiver of its rights hereunder.

**V.** Ghulam Unwar, owner of Respondent Company, Unified Holding Group, LLC d/b/a Student Education Center, hereby states that he is authorized to enter into and execute this AVC by and on behalf of Respondent Company, Unified Holding Group, LLC d/b/a Student Education Center.

**VI.** Respondent further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this AVC, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

**VII.** Nothing contained in this AVC shall be construed to waive or limit any right of action by any consumer, person or entity, or by any local, state, federal or other governmental entity.

**VIII.** Respondent agrees by the signing of this AVC that Respondent shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties, including but not limited to the Suspended Penalty, provided for in this AVC and under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

**IX.** This AVC may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this AVC may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

**X.** Respondent understands and agrees that if it has made any false statement in or related to this AVC, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

**XI.** This AVC sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements,

understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this AVC that are not fully expressed herein or attached hereto. Each party specifically warrants that this AVC is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

**XII.** If any clause, provision or section of this AVC shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this AVC and this AVC shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not be contained herein.


**WHEREFORE**, intending to be legally bound, the parties have hereto set their hands and seals.

**SIGNATURES ON SEPARATE PAGE**

**For the Petitioner:**  
COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Date: December 16, 2020

By:   
MERNA T. HOFFMAN  
Deputy Attorney General  
PA Attorney I.D. No. 312897  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120  
Telephone: (717) 787-4679  
Facsimile: (717) 705-3795  
Email: [mhoffman@attorneygeneral.gov](mailto:mhoffman@attorneygeneral.gov)

**For the Respondent Entity:**

UNIFIED HOLDING GROUP, LLC D/B/A/  
STUDENT EDUCATION CENTER

Date: 11/25/2020

By: 

Ghulam Unwar  
President / Owner  
Unified Holding Group, LLC  
D/B/A/ Student Education Center  
5160 Campus Drive  
Newport Beach, California, 92660

UNIFIED HOLDING GROUP, LLC D/B/A/  
STUDENT EDUCATION CENTER

Date: \_\_\_\_\_

By: \_\_\_\_\_

Brian Deeney  
Lewis Brisbois  
One Riverfront Plaza, Suite 800  
Newark, NJ 07102  
Telephone: (973) 792-8726  
Facsimile: (973) 577-6261  
Email: Brian.Deeney@lewisbrisbois.com  
*Counsel for Respondent*

**For the Respondent Entity:**

UNIFIED HOLDING GROUP, LLC D/B/A/  
STUDENT EDUCATION CENTER

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ghulam Unwar  
President / Owner  
Unified Holding Group, LLC  
D/B/A/ Student Education Center  
5160 Campus Drive  
Newport Beach, California, 92660

UNIFIED HOLDING GROUP, LLC D/B/A/  
STUDENT EDUCATION CENTER

Date: 11/25/20

By: 

Brian Deeney  
Lewis Brisbois  
One Riverfront Plaza, Suite 800  
Newark, NJ 07102  
Telephone: (973) 792-8726  
Facsimile: (973) 577-6261  
Email: [Brian.Deeney@lewisbrisbois.com](mailto:Brian.Deeney@lewisbrisbois.com)  
*Counsel for Respondent*


RESOLUTION

RESOLUTION OF THE MEMBERS  
OF UNIFIED HOLDING GROUP, LLC D/B/A STUDENT EDUCATION CENTER

The Members of UNIFIED HOLDING GROUP, LLC D/B/A STUDENT EDUCATION CENTER met on the 25<sup>th</sup> day of November, 2020, and approved the following resolution.

RESOLVED, that GHULAM UNWAR President and Owner of UNIFIED HOLDING GROUP, LLC D/B/A STUDENT EDUCATION CENTER is hereby authorized and empowered on behalf of UNIFIED HOLDING GROUP, LLC D/B/A STUDENT EDUCATION CENTER to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance attached hereto and made a part hereof.

Filed with and attested to by the Member and Owner of the foreign Business Corporation,  
this 25<sup>th</sup> day of November, 2020.

  
Member and Owner

[SEAL]

# Exhibit A



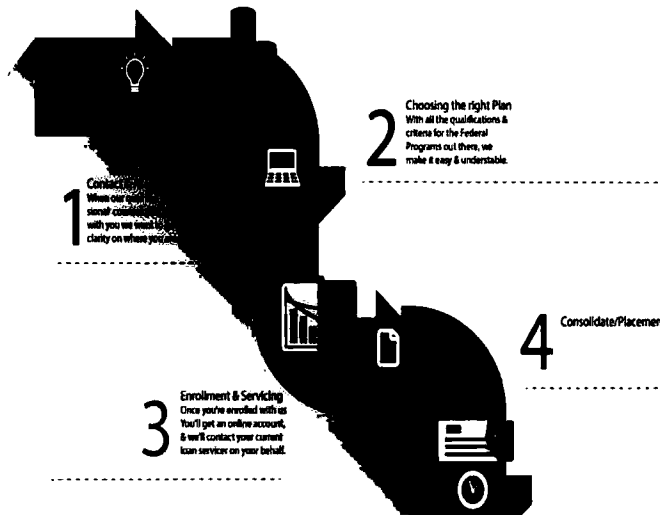
[Home](#) [About Us](#) [Services](#) [Mission Statement](#) [Contact Us](#)

**So You've Graduated, what now?**  
• **Whether you left college with a degree or not you're still on the hook for Student loan payments.**

## You've Come to the Right Place

Allow our knowledgeable experts walk you through the 5 stage process to get you to a better place with your Students Payments.

### Students Counseling 5 Stage Process



"I felt so comfortable and understood. The staff are super supportive, and knowledgeable."



01/18/2016 Kabe B.

"I am extremely happy about working with Student Education Center. Both my wife and I have our Students s through here."

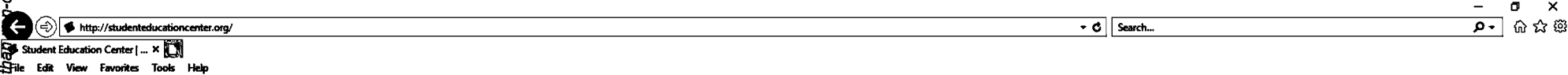


11/17/2014 Roger S.

"At first, I was very apprehensive about it because I thought "it's too good to be true," but it isn't! They are saving me so much money, time, and headache!"



02/09/2015 Remy J.




**& we'll contact your current  
loan servicer on your behalf.**

**5** **Approved & Successful**  
Once approved, you are all set up with the new service. Finally you have a program that works for you.

02/09/2015 Remy J.

**Consolidation programs exist for both federal Students s as well as for private Students s. For many people, consolidation will ease the burden of**

**The Teacher Forgiveness program is probably the most beneficial of all the forgiveness plans available as**



Consolidation programs exist for both federal Students s as well as for private Students s. For many people, consolidation will ease the burden of having multiple lenders, with various balances, interest rates, monthly payments, terms etc. By consolidating, the borrower would have only one , with one monthly payment, interest rate, and term. Federal consolidation are also much easier to qualify for, do not require a credit check, and is available to borrowers in default on their s.

The Teacher Forgiveness program is probably the most beneficial of all the forgiveness plans available as teachers not only qualify for early forgiveness, but principal reduction as well. You may qualify for public service forgiveness if you work full-time in a public service job. After making 120 payments under certain repayment plans while working full time in a public service position, the balance of your Federal Students would be completely forgiven

William D. Ford Federal Direct Program also known as the Obama Students Forgiveness program, where every consolidated under an income-based program has forgiveness attached at the end of the term. At the end of your consolidated s term, any unpaid balance & interest will be forgiven by the Department of Education

Your payments start out low and then increase every two years. Repayment under this plan may provide lower initial monthly payments, although the total interest paid may be greater when compared to plans with similar terms with fixed payments. This plan may be beneficial if your income is low now but is likely to steadily increase

400871  
12/16/20

Student Education Center | ... X

File Edit View Favorites Tools Help

http://studenteducationcenter.org/ Search...

**William D. Ford Federal Direct Program** also known as the **Obama Students Forgiveness program**, where every consolidated under an income-based program has forgiveness attached at the end of the term. At the end of your consolidated s term, any unpaid balance & interest will be forgiven by the Department of Education.

Your payments start out low and then increase every two years. Repayment under this plan may provide lower initial monthly payments, although the total interest paid may be greater when compared to plans with similar terms with fixed payments. This plan may be beneficial if your income is low now but is likely to steadily increase.



© 2016 Student Education Center. All rights reserved.





http://studenteducationcenter.org/about.html



Search...



Student Education Center | ... X

File Edit View Favorites Tools Help

We bring intentions and plans into action. Only through effort, commitment, and hard work is success obtainable. We toil daily to convert potential into reality through continuous efforts and decisive actions. We help you meet and exceed your business goals! We put emphasis on continued improvement, growth and development. True improvement only comes with continual education, training and application. We seek opportunities to fine tune and enhance our abilities both as individual members of the team and as a company. Our commitment is to stay cutting edge and state-of- the-art in our industry.

The most effective teamwork is accomplished when each member performs at their best, seeks to improve one another, and harmonizes their abilities while working towards a common goal. Teamwork goes beyond individual accomplishments. We seek to utilize the knowledge, wisdom, and experience that each member of our team represents to enhance the performance of our company and yours.



Cathy Kelly It Started with Paris



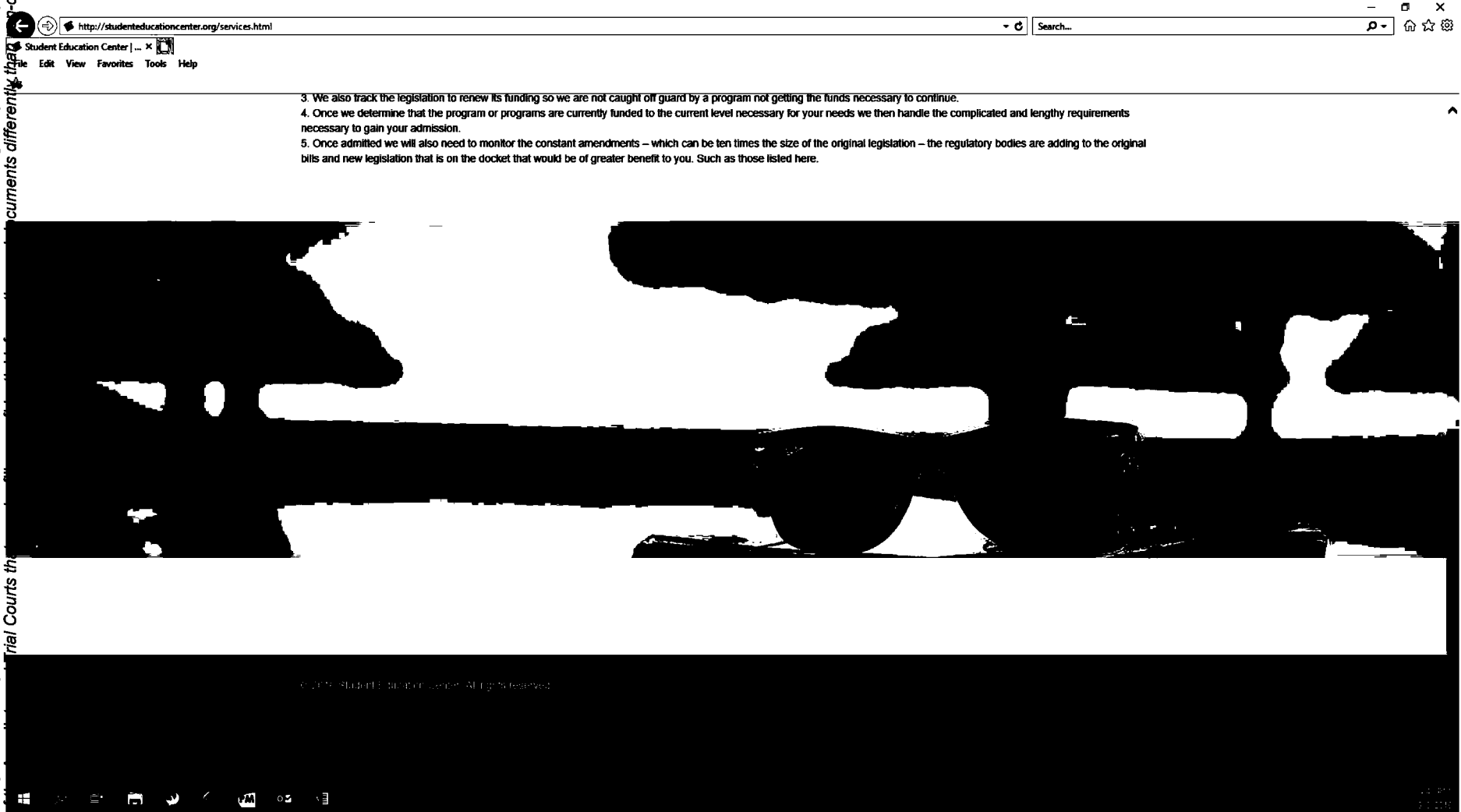
[Home](#) [About Us](#) [Services](#) [Mission Statement](#) [Contact Us](#)



## These are our Services that we provide

While the process is rather simple from the customers perspective it is not quite as simple from our perspective.

1. First, Student Education Services will determine which of the myriad of State, Federal and Private Programs that would be both of benefit to you and that you can gain admittance into.
2. Once we have determined which programs would be of benefit and that you can gain admission into we must next determine what the current funding levels are for the aforementioned programs and when they receive their funding each year. This is often important as funding is typically limited and given on a first come first serve basis.
3. We also track the legislation to renew its funding so we are not caught off guard by a program not getting the funds necessary to continue.
4. Once we determine that the program or programs are currently funded to the current level necessary for your needs we then handle the complicated and lengthy requirements





[Home](#) [About Us](#) [Services](#) [Mission Statement](#) [Contact Us](#)



## Mission Statement

### Mission

Our mission is to provide fair consumer solutions for consolidation of their Federal Student Loans. By continuously demanding the highest level of reliability and integrity from our highly trained staff and network of affiliate professionals, we will ultimately insure consumer satisfaction.

### Promise

When our clients enroll, they trust and empower us to be their voice to the Department of Education when they have nowhere to turn and nobody to turn to. When our clients open up about their situation, it becomes personal. Pausing from the corporate atmosphere, we too are human. We all experience tragedies or losses and we have all seen rough times. We work every day to reduce our client's payments, but more importantly, we are here to increase the optimism they feel every day.



[Home](#) [About Us](#) [Services](#) [Mission Statement](#) [Contact Us](#)

## Contact Us

Address: 3848 Campus Drive Newport Beach, CA 92660  
Email: [info@studenteducationcenter.org](mailto:info@studenteducationcenter.org)

First Name \*

Last Name \*

Email Address \*

Telephone Number

Comments \*

# Exhibit B



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED]

**Zip Code:** 07662

**Status:** Blocked

**Star(s):** «stars»

**Submitted:** 01/04/2019

**From IP:** 184.189.202.22

**Feedback:**

After doing some research on this company, I thought it would be beneficial for others to hear about my experience with them. My cousin referred me to Student Education Center after she received help with her loans. So I called and spoke with Megan, who explained the programs to me that were offered through some acts and laws passed through congress. I asked for some proof other than the company website about the programs. While on the phone, she sent me links about the programs that I looked through briefly. Felt a little more comfortable moving forward. She was able to pull my loans data and explained to me the about the forgiveness. Here is what I got from him! These loans will NOT receive automatic forgiveness! YOU HAVE TO STAY ENROLLED THROUGHOUT THE DURATION OF THE TERM TO RECEIVE FORGIVENESS. There are fees, these fees are to have them monitor my loans. If there are issues, they deal with it. JUST LIKE AN ATTORNEY or other professional services. They make sure I have a low monthly payment each year. My fiances background is in law enforcement and he will be getting enrolled with him as well as my fiances colleagues. Bottom line, the government programs are there to help (people should really take advantage ) but the government as a lender also banks on you missing a re-certification to have you go back to a high payment and start a whole new term. Student Education Center makes sure you do not miss a payment so you can receive forgiveness and if you are in public service, you are in the best spot. I hope this helped anyone on the fence about them.

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED]

**Zip Code:** 78476

**Status:** Blocked

**Star(s):** «stars»

**Submitted:** 02/27/2019

**From IP:** 184.189.202.22

**Feedback:**

hallelujah,hallelujah,hallelujah, first i would like to thank god whom without nothing is possible. i have been getting calls about my loan pretty much since i graduated. i always pushed them to the bottom of my priority list. mostly because of the amount im being aksed to pay is way to high. when student education center called with this opportunity to pay 5 monthly payments to process my paper work to get into the forgiveness progress. i first thought why would i pay you and not my loans directly? the representative stated that i was in standard repayment which i thought was fine because well i guess i just didn't know better. when he explained to me that i was being asked to pay literally 1% of my total debt each month and the servicer taking interest out of my payment the means less than 1% of my debt is being paid per month and im accruing interest at a rate of 6.7. with this time of payment structure i would never complete the debt with in the promised 120 month term. then i was shown the programs i could qualify for would not only prevent half of the interest from accruing but also i would have a finish line where once i completed my forgiveness term any unpaid balance on my loans including any accrued interest would be forgiven in full now i see a lot of people saying bad things in these reviews but i dont understand what the issue is i was clearly told i would be paying for a service and i did absolutely receive the services i was promised. the call i received from student education center was truly heaven sent and i honestly recommend this service to anyone who is struggling to pay their student loans

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED]

**Zip Code:** 48075

**Status:** Rejected

**Star(s):** «stars»

**Submitted:** 08/06/2018

**From IP:** 184.189.202.22

**Feedback:**

Student education center is great! The customer service is amazing, my experience has been great so far. My situation looked very bad, I fell into a default situation and was looking at a terrible situation. With the help I received I was able to get out of default and now I'm in an income based repayment plan and I couldn't be any happier with the federal forgiveness program!! Thank you so very much

---

### Comments:

**Comment From:** Business

**Erik William** <info@studenteducationcenter.org>

**Zip Code:** 92660

**Status:**

**Approved?** True

**Helpful?** False

**Redacted?** False

**Submitted:** 08/06/2018

**Comment:**

Glad we could help get you back on the right track. Thanks for your feedback Joel!

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED]

**Zip Code:** 33065

**Status:** Rejected

**Star(s):** «stars»

**Submitted:** 08/07/2018

**From IP:** 184.189.202.22

**Feedback:**

Cost efficient and honest which is hard to find these days. Student Education Center is a great service

---

**Comments:**

**Comment From:** Business

**Erik William** <info@studenteducationcenter.org>

**Zip Code:** 92660

**Status:**

**Approved?** True

**Helpful?** False

**Redacted?** False

**Submitted:** 08/07/2018

**Comment:**

Glad we could assist you Eric. Thanks for your feedback!

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED]

**Zip Code:** 48893

**Status:** Rejected

**Star(s):** «stars»

**Submitted:** 08/07/2018

**From IP:** 184.189.202.22

**Feedback:**

I worked with this company they helped me consolidate all my loans into a program that was much more affordable than my previous lender Navient. They also got me out of default which stopped my taxes from being garnished each year. thanks

---

**Comments:**

**Comment From:** Business

**Erik William** <info@studenteducationcenter.org>

**Zip Code:** 92660

**Status:**

**Approved?** True

**Helpful?** False

**Redacted?** False

**Submitted:** 08/07/2018

**Comment:**

We understand debt is very stressful and glad we could assist you Pedro. Thanks for the feedback!

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED] >

**Zip Code:** 17110

**Status:** Reviewed and Published

**Star(s):** «stars»

**Submitted:** 08/16/2017

**From IP:** 66.87.65.17

**Feedback:**

I used student education center to get my student loans under control. I had been with navient and was stuck with an unaffordable payment and no idea of what to do to alleviate the burden my loans were causing. Thankfully i found student education center. Their loan advisers were courteous and knowledgeable. They made the process of getting into a forgiveness program quick and easy. If you have student loans, i would 100% recommend, at the very least, talking to them to see what can be done to get help and alleviate the stress once and for all! Thank you!!

---

### Comments:

**Comment From:** Business

**Erick Williams** <info@studenteducationcenter.org>

**Zip Code:** 92660

**Status:** Published

**Approved?** True

**Helpful?** False

**Redacted?** False

**Submitted:** 08/16/2017

**Comment:**

I am glad to hear about our client \*\*\*\*'s experience. Although the programs are not a one fits all, we will assess and present the options that best meet our clients goals.

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED] >

**Zip Code:** 17110

**Status:** Reviewed and Published

**Star(s):** «stars»

**Submitted:** 06/26/2018

**From IP:** 73.79.235.46

**Feedback:**

Just be like i spoke with one of the reps at student education center. Every call I had taken about student loans just left me confused and skeptical. SEC, however was clear and succinct in letting me know what my options were, and more so, how those options benefited me. Within 30 mins we had gotten every thing set up and I had documentation from them guaranteeing their work. What more could u ask for? Worth every penny!!

---



# Better Business Bureau®

## Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

**Business:** Student Education Center

**BID #:** 172017045

**Customer Review:**

**Submitted By:** [REDACTED]

**Zip Code:** 67335

**Status:** Blocked

**Star(s):** «stars»

**Submitted:** 11/27/2018

**From IP:** 184.189.202.22

**Feedback:**

I enrolled with student education center back in May '18 I was very skeptical at first, but Gilbert in the processing department took the time to talk me through the process of whats being done for me and helped me understand how i will benefit. he has been in touch with me and has really helped me get on a positive path with my student loans, which have been a thorn in my foot for a long time now. I recommend this company to all my folks. What made me skeptical was their initial approach with a cold call to me even tho their staff was nice but it almost seemed too good to be true. I am now making forward progress in a federal forgiveness program im grateful they stayed true to their word

---

# Exhibit C



# Student Education CENTER

IP: 108.171.130.188 08/30/2018 01:19 PM

## Document Preparation Agreement ("Agreement")

This Agreement is entered into on the date shown below between STUDENT EDUCATION CENTER, ("Company") and the Client shown below ("Client").

Company provides document preparation services to assist consumers who are applying for federal student loan programs using Department of Education ("DOE") forms. Company is a private company, not affiliated with any government agency, and for a fee Company will assist in completion and assembly of student loan consolidation documents or other application documents for student loan debt assistance programs offered by the DOE. Company is not a lender, a debt consolidation company, or a law firm and does not provide legal advice.

Company and Client do hereby understand, covenant and agree to the following:

- 1. Provide Complete and Truthful Information.** Company will provide Client with an overview session limited to their federal student loan debts and Company services, and Client expressly represents and warrants that Client will provide Company with information that is complete, accurate and truthful. Upon request by Company, Client shall provide information or documents within five business days. Failure to timely provide requested information or documents shall be grounds for termination.
- 2. Performance of Services.** Upon receipt of all information from Client, Company shall promptly review the information provided by the Client, and complete the application forms required for the DOE program(s) that have been selected by the Client. Company shall prepare for filing an application to initiate a federal student loan consolidation through the DOE on behalf of Client, or alternatively and at the Client's option, identify and prepare applications for other DOE-sponsored programs suitable for Client. submission of annual income verification documents to the DOE for Client to remain compliant with the DOE.
- 3. Fees that Client Pays.** All fees are earned upon of delivery of applications and once Client receives approval submitted application and makes first payment on revised or new creditor program. The payment for Company's services relating to the student loan assistance applications, their preparation, delivery to Client and ongoing support are described in the attached Fee Schedule. Client should review the attached Fee Schedule carefully as it sets forth one or more fees that the Client will be charged depending on the services that are selected. All fees are earned, due and payable pursuant to the attached Fee Schedule. The fees shall be debited from Client's bank account or charged on Client's credit card pursuant to the attached authorization. Client shall be responsible for any third party support or service fees, such as bank processing or third party account fees.
- 4. Money Back Guarantee ("Satisfaction Guarantee").** Company guarantees that the applications it prepares for consolidation or acceptance into a DOE-offered program for student loan debt, or a repayment plan using current lenders through the DOE, will be accurate and sufficient for acceptance by the DOE subject to the following conditions: (1) student loans that Client presents to Company are original debts. (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and/or (3) Client does not possess a characteristic that pursuant to DOE rules or applicable law that would disqualify Client from receiving a consolidation. Client shall not be entitled to the benefits of this section in the event that Client receives document preparation services from Company and prior to approval by DOE, Client terminates this Agreement or continues with DOE without the assistance of Company. If a Client is not approved through the DOE subject to the above limitations, then **Company will reimburse 100% of all Fees paid to Company** (limited to funds received by Company from Client).
- 5. Process and Restriction on Account Transfer.** Once Client provides Company with all requested information and paperwork, Company will begin preparing Client's application(s). Company does not control any DOE review or agency approval times. Client understands that Company may use a third party support servicer to assist in processing duties pursuant to this Agreement and Company may share Client's information with such processor consistent with Company's Privacy Policy.
- 6. Indemnification and Hold Harmless.** Client hereby agrees to defend and hold harmless Company and any supporting servicer from and against any claims and liability of any nature whatsoever arising out of or in connection with Client's failure to timely

SEDC\_001698

provide requested information to Company, Client's lack of authority or ability to complete terms of this Agreement, and all other claims arising out of this Agreement or relating to Client's loans and other financial obligations. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers and assignees, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination of this Agreement.

**7. Important Limitation on Consumer Rights- Mandatory Arbitration Requirement- Please read carefully:** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, unconscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, CA or in the county in which the consumer resides, in accordance with the Laws of the State of California for agreements to be made in and to be performed in California. The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination.

**8. Entire Agreement.** By virtue of Client's signature below, Client acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement without change or modification and that he/she has received a true and complete copy here of, effective on the date below. This Agreement is the only agreement between the parties and there is no other collateral agreement (oral or written) between the parties in any manner relating to the subject matter of this agreement. If any portion of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in effect. The parties mutually understand and agree that a facsimile copy signature or an electronic signature on this agreement shall be deemed an original for all lawfully enforceable purposes.

**9. Cancellation Policy.** All refund requests must be made, in writing, or by speaking to a Customer service representative via phone within 5 business days from the date of this signed agreement.

**10. Limitations on Damages.** Liability under this Agreement and/or relating directly or indirectly to Client's participation in any government loan or relief program, under any theory of liability regarding any claim by the Client is limited to the amount of fees paid by Client and received by Company. The Parties agree to be contractually bound to such limitation on any damages, and agree not to demand or attempt to recover any amount in excess of such. It is the express intent of the parties to be bound by these limitations and this section shall survive any termination.

**11. Information Authorization.** Client hereby authorizes Company to verify past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my application request(s). Importantly, this

[REDACTED]

Agreement does not provide any form of credit repair, credit score enhancement, unsecured or secured debt relief, or legal or tax advice, so any information obtained by Company can't be used for those purposes.

**12. Electronic and Voice Communication Consent.** Client consents to do business electronically with Company. Client understands that electronic transactions, not limited to emails, are inherently un secure and that both Client and Company will take all reasonable steps to maintain the Privacy of the information shared between the parties. Client consents to receive information and documents relating to this Agreement and Company services via electronic mail, text message, facsimile, voice mail, and any other common electronic means. Client understands that all costs associated with the receipt, review and use of such electronic communications shall be those of Client, such as maintaining access to the Internet or paying for text messages. Client consents to receive updates and documents relating to this Agreement and the services and programs offered by Company via prerecorded voice messages, text/SMS messages, and/or through the use of an automated dialing system. Client may contact Company at any time to opt-out of receiving updates, new programs or offers through prerecorded or autodialed messages. Consent to this section does not bind Client to any future purchases of new services or offers.

**13. DISCLOSURES.** You acknowledge that we have provided the following disclosures to you prior to or at the time of the signing of this Agreement:

- (A) Our Service Fees are not payments on your student loan debt. Our Service Fees are in addition to and independent of any of your student loan obligations and are fees paid to us for services rendered.
- (B) We are not a lender or loan servicer. We are a service provider, providing a service to you for a fee. We do not represent your loan holders or loan servicers and the services provided by us are not under the direction of any student loan servicer or loan holder.
- (C) We are not an agency of the government nor are we associated with the government. The services rendered by us are not under the direction or management of the government. We are a private for-profit business, providing a service for a fee.
- (D) You may submit applications for repayment plan changes directly to your student loan servicer or the DOE without our assistance. Even though you understand this, you have decided to employ us and pay Our Service Fees to assist you with the DOE application and renewal process.
- (E). We cannot guarantee any specific outcome. If you are not approved for Your Requested Repayment Plan, you may cancel this Agreement..
- (F) You understand you are not required to sign this Agreement merely because you have received an initial consultation from us and completed an initial application.

Executed On this Date: [REDACTED]  
Client Signature: [REDACTED]  
[REDACTED] [REDACTED]

### Federal Student Loan Consolidation Program Details

Federal Student Loan Total (Not including collection fees if applicable): \$ 65,114

Loans In Default: Yes Public Service Loan Forgiveness: Yes

Repayment Plan Selection: Revised Pay As You Earn (REPAYE) Estimated New Monthly Payment: \$ 145.11

Estimated Household Income: \$ 55,000 Family Tax Filing Used For Estimate: 4

Estimated interest rate: 6.8

\*Note estimated interest rate is an estimated rate based on an weighted average of current loan interest rates. Final and exact interest rate will be provided by the Department Of Education, prior to consolidation, on your loan summary statement.

The nominal fee for these services is similar to you paying a tax preparer to do your taxes for you – you could do them yourself, but most of us turn them over to an expert to do and to ensure that they are done right the first time. Please note that the Company does not expressly or impliedly warranty represent or guarantee that it will be able to reduce your total student loan debt or monthly payments

**BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT. DURING THIS PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING ANY SERVICES THAT CLIENT APPLIES FOR. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES OR PROMISES RELATING TO GOVERNMENT AGENCIES OR ANY RELIEF THAT THE CLIENT MAY RECEIVE HAVE BEEN PROVIDED TO CLIENT BY COMPANY, AND/OR ANY OF ITS AGENTS, AND/OR AFFILIATES AND A POSITIVE OUTCOME IS NOT GUARANTEED. I UNDERSTAND AND CONSENT TO THE ARBITRATION CLAUSE AND LIMITATION OF LIABILITY CONTAINED HEREIN, AND HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT IN ITS TOTALITY AND ASK ANY QUESTIONS OF COMPANY.**

Executed On this Date: 08/30/2018

Client Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_

**Exhibit "A" to Service Agreement  
Fee and Service Schedule**

The purpose of this fee schedule is to ensure that the Client is aware and consents to the fees that the Company will charge for its services in assisting Client in preparing documents for one or more of the below programs. If other programs are identified by Client or Company to be suitable for Client, then additional fees may apply and will be presented to Client in writing for approval. Fees are charged consistent with terms of Client Agreement. Fees herein are only Company fees and do not include any third party fees such as bank or dedicated account processing fees.

**Program Service Fee**

I, the Client, hereby authorize Student Education Center to debit my checking/savings account or Visa/mastercard the Service Fee and/or other Fees as outlined below for the services rendered under this Agreement. The payment of \$2,094 for Company's services relating to the student loan assistance application, their preparation and delivery to the DOE are included in this fee schedule per agreement.

Payment Due Date: 08/30/2018	Document Preparation Fee \$ 349.00
Payment Due Date: 09/10/2018	Document Preparation Fee \$ 349.00
Payment Due Date: 10/10/2018	Document Preparation Fee \$ 349.00
Payment Due Date: 11/10/2018	Document Preparation Fee \$ 349.00
Payment Due Date: 12/10/2018	Document Preparation Fee \$ 349.00
Payment Due Date: 01/10/2019	Document Preparation Fee \$ 349.00
Payment Due Date:	Document Preparation Fee \$
Payment Due Date:	Document Preparation Fee \$

**Late Fee:** A late fee will be charged to the Client in the amount of \$25.00 for failing to paying the agreed upon Fees on or before the payment due date listed above. Client also understands that late charges apply for declined credit cards or insufficient ACH payments.

**ACKNOWLEDGEMENT**

As indicated by my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of the Fees and Service Schedule.

Client's Printed Name \_\_\_\_\_

Client's Signature \_\_\_\_\_

Date 08/30/2018

**Exhibit "B" to Service Agreement**  
**PAYMENT AUTHORIZATION**

I, \_\_\_\_\_, the Client, hereby authorize [Student Education Center] to charge my credit card or bank account the Fees pursuant to my Agreement.

- ☐ I authorize the Company to charge my credit card or bank account for the entire Service Fee, Ongoing Service Fee, as well as any Late Fees and/or Re-Creation Fees in accordance with the terms set forth herein. No additional charges are authorized. I understand that charges declined by the credit card issuer could constitute ground for cancellation of the preparation services.

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ Security Code: \_\_\_\_\_

Name of Credit Card Holder \_\_\_\_\_  
(Exactly as appears on the card)

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: PA

Zip: \_\_\_\_\_

=====  
Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Name of Account Holder \_\_\_\_\_  
(Exactly as appears on the account)

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Account Holder

08/30/2018  
\_\_\_\_\_  
Date

## Student Loan Data System Access Permission

As part of the federal student loan assistance application process, it will be necessary for Student Education Center (hereinafter "Company") to access your student loan information within the Student Loan Data System located online at <http://www.studenteducationcenter.org>

The Data System contains a complete list of your federal education loans, along with current estimated balances and servicer details — information that is required to complete your application(s).

By enrolling in the Company program, you are agreeing to allow Company and its authorized agents to access your profile and all the data contained within that profile. In order to allow this access, you may need to provide Company with your Personal Identification Number (PIN).

Please note that all information that Company obtains from the Student Loan Data System will be used expressly for the purposes of confirming information and assisting in the preparation of applications.

### Acknowledgment

I, \_\_\_\_\_, hereby acknowledge that I have read, understood, and agree to the above statements regarding access to my Data System profile. I understand that any information received or accessed will be used solely for the purposes as stated above.

By signing this acknowledgment, I agree to allow Student Education Center to access the Student Loan Data System and my personal profile as explained above.

Client Signature: \_\_\_\_\_ Date: 08/30/2018

### SPECIAL LIMITED POWER OF ATTORNEY

I, [REDACTED], Client, being of legal age and mentally competent, do hereby appoint Student Education Center ("Company") and its designated agents and/or employees as my true and lawful attorney-in-fact, for the limited purpose for any and all matters related to preparing applications for my submission limited to my public program student loan debt, and as may be deemed necessary:

1. To communicate with any and/or all of my providers and their servicing agencies to obtain information on my Student Loans.
2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my Federal Student Loans, including but not limited to the balance of my account, payment history verification of the account, financial adjustments, and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide to the Company is true and accurate.

I understand that the Company is not a law firm, is not licensed to practice law or provide legal advice and that I will not request or accept, any legal advice from the Company relating to my personal financial situation.

I agree that electronic or facsimile copy signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Limited Power of Attorney shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

Executed On this (Date): 08/30/2018

Applicant Signature: [REDACTED] Applicant SSN: 1 [REDACTED]

Applicant Name: C [REDACTED] Applicant DOB: [REDACTED]

This Limited Power of Attorney is made this Date 08/30/2018

[REDACTED]

[REDACTED]  
\_\_\_\_\_  
Client's Printed Name

## Privacy Policy

Student Education Center (hereinafter "Company") is dedicated to protecting your privacy and providing you with the highest level of service. This Policy explains what Company does to keep information about you private and secure. This Policy covers only information that you provide to Company or that it obtains about you from companies that you have chosen to do business with. Please read this Policy carefully and contact us if you have any questions.

### Personal Information We Collect

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number, or other information that you provide to us over the phone or in documents or applications;
- Information about your transactions, such as your account balances with your creditors, payment histories, account activity, and all other information that may be contained in your credit card statements or other reports relating to your debt, and;
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports, collection agency reports or other communications, and other information relating to your payment histories, creditworthiness, annual income, or ability to satisfy your obligations.

We prohibit the sale or transfer of personal information to non-affiliated entities for their use without giving you the opportunity to opt-out. We may disclose such information in order to effect or carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. We may also share your information with service providers that perform business operations for us, companies that act on our behalf to market our services, or others only as permitted or required by law, such as to protect against fraud or in response to a subpoena. We may also share or transfer our information in the event we transfer or sell your account or our business assets to another provider.

By carrying out those services, we may disclose your information, as we see fit and as permitted by law, to your creditors, credit card companies, collection agencies, banks, and other entities and individuals specifically necessary to effect, administer and perform our services.

### Your Choices/Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes. By providing information to Company you are consenting to the collection, use and disclosure of such personal information in the manner described in this privacy policy. We provide you the opportunity to withdraw your consent when such information is collected.

Such consent may be withdrawn by calling the telephone number provided below or may be done in writing/email and sent to our customer service department at the following physical address: Student Education Center, 3848 Campus Newport Beach, CA 92660. Phone: 888-668-8109 Fax: 887-422-1512 Email: [info@studenteducationcenter.org](mailto:info@studenteducationcenter.org)

### How We Protect Your Information

We train our employees to protect all customer information. We maintain physical, electronic and procedural controls that comply with government standards. We authorize our employees, agents and contractors to get information about you only when they need it to do their work with us. You can help to maintain the security of your online transactions by not sharing your personal information or password with anyone. Remember, no method of transmission over the Internet, or metho

Client Signature: \_\_\_\_\_

08/30/2018

Date: \_\_\_\_\_

## NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT, FOR ANY REASON, WITHOUT PENALTY OR OBLIGATION, BY NOTIFYING STUDENT EDUCATION CENTER, IN WRITING, WITHIN 5 DAYS FROM THE DATE YOU SIGNED THIS AGREEMENT. OR BY SPEAKING TO A REPRESENTATIVE THAT HANDLES SUCH MATTERS VIA PHONE.

IF YOU CANCEL WITHIN THE REQUIRED TIME FRAME, STUDENT EDUCATION CENTER OR ITS REPRESENTATIVES, WILL RETURN ANY PAYMENT MADE BY YOU UNDER THIS AGREEMENT.

You also may terminate this agreement at any later time, but we may not be required to refund fees you have paid us.

STUDENT EDUCATION CENTER

Phone: 888-668-8109

Fax: 877-422-1512

[Info@studenteducationcenter.org](mailto:Info@studenteducationcenter.org)

3848 Campus Dr. Newport Beach, CA 92620



# United States Department of Education

## Certification of Identity & Authorization to Disclose Personal Information

**Privacy Act Statement.** Department regulations require a person who submits a written request for access or disclosure of records to submit personal data sufficient to identify the individual submitting the request. 34 C.F.R. Section 5b.5(b). We solicit the information requested here in order to ensure that the records of individuals who are the subject of Department systems of records are not wrongfully disclosed by the Department. If you fail to furnish this information we will take no action to honor your request. Required information is indicated in CAPS.

FULL NAME OF REQUESTER: [PLEASE PRINT] \_\_\_\_\_

ADDRESS: [STREET] \_\_\_\_\_

[CITY] \_\_\_\_\_ [STATE] PA [ZIP] \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

SOCIAL SECURITY NUMBER: <sup>1</sup> \_\_\_\_\_ DATE OF BIRTH: [MM/DD/YY] \_\_\_\_\_

## Authorization to Disclose Personal Information to Another Person

I authorize the Department of Education and its agents to release to, and discuss with, the individual named below as my representative, any records of the Department regarding my student financial assistance loan or grant obligation(s) to the Department, for the purpose of assisting me in satisfying the obligation:

FULL NAME OF REPRESENTATIVE: \_\_\_\_\_

ADDRESS: [STREET] \_\_\_\_\_

[CITY] \_\_\_\_\_ [STATE] \_\_\_\_\_ [ZIP] \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ [Relationship To Requester] \_\_\_\_\_

I authorize the Department to honor this authorization unless and until I revoke it in a written notice and the designated office of the Department receives that notice. I understand that whenever requesting disclosure of information, the representative named here must submit information to verify his or her identity.

I UNDERSTAND THAT IN ORDER TO VERIFY HIS OR HER IDENTITY WHEN MAKING A REQUEST FOR DISCLOSURE BY TELEPHONE, THE REPRESENTATIVE MAY BE REQUIRED TO PROVIDE MY SSN, DOB, AND THE DATE ON WHICH I SIGNED THIS AUTHORIZATION.

I declare under penalty of perjury that I am the person named above as the requester, that I authorize release to the individual named as representative, and that the statements I provided here are true and accurate. I understand that any false statement is subject to punishment under 18 U.S.C. Section 1001 by fine or imprisonment of not more than five years, and that a knowing and willful request made under false pretenses for a record of an individual is subject to punishment under 5 U.S.C. Section 552a(i)(3) by a fine of up to \$5000.

DATE: 08/30/2018 SIGNATURE \_\_\_\_\_

<sup>1</sup> You are not required to provide your SSN or DOB. However, we may require this information for identification of records relating to you, and unless you provide your information, we may not be able to locate records pertaining to you.

B only to facilitate the location of any or all records.

Completed authorizations should be mailed to:

US DEPARTMENT OF EDUCATION  
PO BOX 5609  
GREENVILLE TX 75403-5609

IN THE PENNSYLVANIA COURT OF COMMON PLEAS CUMBERLAND COUNTY  
CIVIL ACTION – LAW

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

PETITIONER

v.

UNIFIED HOLDING GROUP, LLC  
D/B/A/ STUDENT EDUCATION CENTER

RESPONDENT

Case No. \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.



Merna T. Hoffman  
*Deputy Attorney General*

IN THE PENNSYLVANIA COURT OF COMMON PLEAS CUMBERLAND COUNTY  
CIVIL ACTION – LAW

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

PETITIONER

v.

UNIFIED HOLDING GROUP, LLC  
D/B/A/ STUDENT EDUCATION CENTER

RESPONDENT

Case No. \_\_\_\_\_

**CERTIFICATE OF SERVICE**

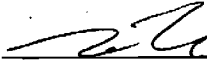
I, Merna T. Hoffman, do hereby certify that on the date set forth below the Commonwealth's Assurance of Voluntary Compliance was served upon the following individuals as follows:

**Via E-mail and Regular First Class Mail**

Shipkevich - Attorneys at Law  
Felix Shipkevich, Esquire &  
Brian L. Grossman, Esquire  
165 Broadway  
Suite 2300  
New York, NY 10006  
[Fs@shipkevich.com](mailto:Fs@shipkevich.com)  
[Bgrossman@shipkevich.com](mailto:Bgrossman@shipkevich.com)  
*Attorneys for Respondent*

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA OFFICE OF ATTORNEY GENERAL  
**JOSH SHAPIRO**  
*Attorney General*

Date: December 16, 2020 By:



MERNA T. HOFFMAN  
DEPUTY ATTORNEY GENERAL  
PA Attorney I.D. No. 312897  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: 717.787.9707  
Facsimile: 717.705.3795  
Email: [mhoffman@attorneygeneral.gov](mailto:mhoffman@attorneygeneral.gov)

# Supreme Court of Pennsylvania

## Court of Common Pleas

Civil Cover Sheet

Cumberland

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

### Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition  
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:  
Commonwealth of PA Office of Attorney General

Lead Defendant's Name:  
Unified Holding Group, LLC

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits  
☒ outside arbitration limits  
(check one)

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Merna T. Hoffman, Deputy Attorney General

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

#### TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

#### MASS TORT

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

#### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:  
\_\_\_\_\_  
\_\_\_\_\_

#### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

#### REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

#### CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Zoning Board  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

#### MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☒ Other:  
Assurance of Voluntary  
Compliance  
\_\_\_\_\_