

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,  
OFFICE OF ATTORNEY GENERAL,  
ACTING BY ATTORNEY GENERAL  
MICHELLE A. HENRY,

Petitioner,

v.

NEW OPPORTUNITY CALLING, LLC d/b/a  
PITTSBURGH CAREER INSTITUTE,

Respondent.

: CIVIL ACTION- EQUITY  
:  
: G.D. No.  
:  
: Code 020-No Real Estate  
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: **ASSURANCE OF**  
: **VOLUNTARY COMPLIANCE**  
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:

Filed on Behalf of Petitioner:

COMMONWEALTH OF  
PENNSYLVANIA,  
OFFICE OF ATTORNEY  
GENERAL

Counsel of Record for this Party:

Jesse F. Harvey  
Chief Deputy Attorney General  
PA Id. No. 63435

Office of Attorney General  
Bureau of Consumer Protection  
1251 Waterfront Place  
Mezzanine Level  
Pittsburgh, PA 15222  
(412) 565-2883  
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## BACKGROUND

**WHEREAS**, Respondent has engaged in trade or commerce within Pennsylvania as a proprietary, post-secondary provider of educational services;

**WHEREAS**, Respondent ceased providing educational services to its enrolled students on or about December 31, 2022;

**WHEREAS**, for the purpose of this Assurance of Voluntary Compliance (“Assurance”), “Student AR” shall mean any balances allegedly owed to Respondent by individuals who attended Respondent prior to its closure;

**WHEREAS**, Respondent has represented to the Commonwealth that the gross amount of the Student AR totals \$218,316.52;

**WHEREAS**, it is the Commonwealth’s position that students who enrolled with Respondent in the second half of 2022 may have incurred Student AR that was procured as the result of Respondent’s material omissions to students prior to its closure related to the Respondent’s future or continued institutional accreditation status;

**WHEREAS**, Respondent disputes the Commonwealth’s position and asserts there was no omission, material or otherwise;

**WHEREAS**, Respondent is a “Creditor” as defined by the *Pennsylvania Fair Credit Extension Uniformity Act*, 73 P.S. 2270.1 *et seq.* (“FCEUA”)<sup>1</sup>;

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<sup>1</sup> Under section 2270.3 of FCEUA, a “Creditor” is defined as “A person, including agents, servants or employees conducting business under the name of a creditor and within this Commonwealth, to whom a debt is owed or alleged to be owed.” A “Debt” is defined as “An actual or alleged past due obligation, claim, demand, note or other similar liability of a consumer to pay money, arising out of a single account as a result of a purchase, lease or loan of goods, services or real or personal property for personal, family or household purposes or as a result of a loan of money or extension of credit which is obtained primarily for personal, family or household purposes..”

**WHEREAS**, under Section 2270.4(b)(5) of FCEUA, with respect to debt collection activities of creditors in this Commonwealth, it shall constitute an unfair or deceptive debt collection act or practice under this act if a creditor violates any of the following provisions:

(5) A creditor may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:

.....

(ii) The false representation of the character, amount, or legal status of any debt;

.....

**WHEREAS**, it is the Commonwealth's position that efforts by Respondent, its officers, employees, representatives, agents, and transferees, assignees or creditors, whether acting directly or indirectly, to collect Student AR from students enrolled with Respondent in the second half of 2022 would violate the aforementioned provisions of FCEUA;

**WHEREAS**, Section 2270.5(a) of FCEUA states that a violation of FCEUA is deemed a violation of the Consumer Protection Law, 73 P.S. § 2270.5(a);

**WHEREAS**, Respondent voluntarily ceased collection efforts of Student AR;

**WHEREAS**, it is Respondent's position that it has been and remains in compliance with FCEUA;

**WHEREAS**, Respondent warrants that it has not sold, transferred or assigned the Student AR;

**WHEREAS**, Respondent warrants that it has not reported any Student AR to a Consumer Reporting Agency;<sup>2</sup>

**WHEREAS**, pursuant to Section 201-5 of the Consumer Protection Law, this Assurance shall not be considered an admission by Respondent of any violation of the Consumer Protection Law for any purpose, 73 P.S. § 201-5; and

**WHEREAS**, this Assurance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing statutory proceedings provided under Section 201-4. *See* 73 P.S. §§ 201-4 and 201-5.

### **TERMS**

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

**II. The above recitals are incorporated herein as though fully set forth.**

**III. Injunctive and Affirmative Relief**

A. Upon the Effective Date of this Assurance, Respondent shall comply with all provisions of the Consumer Protection Law and any amendments thereto; and is permanently enjoined from any violation thereof.

B. Upon the Effective Date of this Assurance, Respondent shall comply with all provisions of FCEUA and any amendments thereto; and is permanently enjoined from any violation thereof.

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<sup>2</sup> “Consumer Reporting Agencies” has the same meaning as set forth in the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f).

C. Upon the Effective Date of this Assurance, Respondent shall be permanently enjoined from engaging in any collection efforts related to Student AR, whether directly or through any other agent or entity.

D. Upon the Effective Date of this Assurance, Respondent shall be permanently enjoined from selling, transferring or assigning Student AR.

E. Upon the Effective Date of this Assurance, Respondent shall not accept any payments representing Student AR. Any payment received representing Student AR after the Effective Date of this Assurance shall be returned to the payor or refunded in full by Respondent without any portion being retained by Respondent.

F. Upon the Effective Date of this Assurance, Respondent shall return any payments received from students that were made for educational services that were not provided to the student prior to Respondent's closure on December 31, 2022.

G. Within 30 days of the Effective Date of this Assurance, Respondent will complete all internal recordkeeping actions necessary to discharge and cancel all outstanding balances representing Student AR.

H. Respondent, and its officers, employees, representatives and agents who receive actual notice of this Assurance, whether acting directly or indirectly, may not disclose, use, or benefit from Consumer Information<sup>3</sup>, except as follows:

1. Consumer Information may be disclosed if requested by a government agency or required by law, regulation, or court order; and

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<sup>3</sup> "Consumer Information" means identifying information obtained by Respondent or its Servicers about any individual allegedly owing Student AR, including that individual's name, address, telephone number, email address, social security number, or any data that enables access to any account of that individual (including a credit card, bank account, or other financial account). Consumer Information does not include any compilation or summary of Consumer Information if such compilation or summary does not include identifying information of individual consumers.

2. Consumer Information may be used to effectuate and to carry out the obligations set forth in this Assurance.

I. Within 120 days of execution of this Assurance, Respondent will submit to the Commonwealth an accurate progress report that:

1. Describes the manner and form in which Respondent has complied with this Assurance; and
2. Lists all individuals allegedly owing such Student AR setting forth the following information, to the extent readily available, with separate fields for:
  - i. his/her name;
  - ii. Social Security Number;
  - iii. last known contact information (mailing address, including any updated information obtained by Respondent's Servicers);
  - iv. outstanding balance(s) as of the day before the execution of the Assurance; and
  - v. the amount of any payments that Respondent paid back to the Commonwealth pursuant to Paragraphs E and F, above.

#### **IV. Filing Fee**

A. Upon signing this Assurance of Voluntary Compliance, Respondent is responsible for and shall pay to the Commonwealth One Hundred and Ten and 25/100 Dollars (\$110.25),

which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be used for future public protection and educational purposes. Payment shall be made by certified check, cashier's check or money order, made payable to the "Commonwealth of Pennsylvania."

**V. Miscellaneous Terms**

A. The Court of Common Pleas of Allegheny County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance and over Respondent for the purpose of enforcing this Assurance.

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

C. Nothing in this Assurance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.

D. The President of Respondent hereby states that she is authorized to enter into and execute this Assurance on its behalf; and, further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance.

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

F. Any failure of the Commonwealth to exercise any of its rights under this Assurance shall not constitute a waiver of its rights hereunder.

G. This Assurance 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 Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

H. This Assurance 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 Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

I. Respondent understands and agrees that if any false statement in or related to this Assurance was made on its behalf, such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

J. Respondent agrees by the signing of this Assurance that it 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 petition the Court of Common Pleas of Allegheny County, or any court of competent jurisdiction, to seek the penalties provided for 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.

K. The "Effective Date" of this Assurance shall be the day it is filed with the Court.

L. If any clause, provision or section of this Assurance 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 Assurance and the Assurance shall be construed and

enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

M. Neither the Commonwealth nor Respondent shall be considered the drafter of this Assurance or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Assurance.

N. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve their practices, or any future practices that Respondent may adopt or consider adopting.

**(SIGNATURES ON FOLLOWING PAGES)**

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

**FOR THE PETITIONER:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY  
ATTORNEY GENERAL

Date: 1/3/24

By: 


Jesse F. Harvey  
Chief Deputy Attorney General  
PA Attorney I.D. No. 63435  
Bureau of Consumer Protection  
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Pittsburgh, PA, 15222  
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Facsimile: 412-880-0196

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**FOR THE RESPONDENT:**

NEW OPPORTUNITY CALLING, LLC d/b/a  
PITTSBURGH CAREER INSTITUTE

Date: 12/27/23



Patti Yakshe, President

Date: 12/28/23



*Attorney for Respondent*

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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.

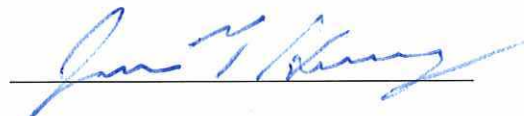
Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY  
ATTORNEY GENERAL

Date: 1/3/24

By:



Jesse F. Harvey  
Chief Deputy Attorney General  
PA ID No. 63435

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