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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 TIFFANY BANKS; HALEY BERGER; ANNA
BERKOWITZ; ROCCO CAMARILLO;
14 JENNIFER CENTENO; CECILIA CHARKY;
JOHANNA CHARLTON; KATRINA
15 COFFMAN; OSIRIS CORDOVA; ANDREW
COTTLE; KORINA DEL REAL; JOSE
16 DETRES; RODRIGO DORANTES; ADRIANA
EDWARDS; ARACELI ESCOTO; ASHLEY
17 GALINDO; MELISSA GIBSON; CECILIA
GOMEZ; LAUREL GRESSETT; ELIZABETH
18 GUTIERREZ; JULIANNA HERNANDEZ;
TRESA HOLLIS-PERKINS; NATALIE
19 HORVATH; ASHLEY HUDSON; MCKIM
JACOBSON; LAUREN JETTE; ORTAL
20 KAVON; ALLYSUN KNAPP; ELAM LOPEZ;
TIERRA MACON; STEPHANIE MAGANA;
21 STEPHANIE MARTIN; ANGELICA
MARTINEZ; STEPHANIE MARTINEZ;
22 CORINNA MASSIET; VICKIE MCDOUGAL;
NATALIE MCFEE; LIZETTE MELGOZA;
23 LINDA MEPOKEE; DIEGO MONTANO;
NATASHIA MONTENEGRO; STEPHANIE
24 ROSE NORCIO; DONNA OSBORN; LILI
OSTROW; LUIS PADILLA; JENNIFER
25 PENDERGRAFT; MARY PERDOMO; JESSICA
PINA; KARINA PORCAYO; APRIL REGINO;
26 DENYSE RODRIGUEZ; ANGELA ROLLON;
CHRISTINA ROMERO; VALERIE SANCHEZ;
27 MICHELLE SANCHEZ; BIANCA
SAPOZHNIKOV; THERESA STEVENS;

Case No.

COMPLAINT:

BY FAX
BC459917

1. FRAUD
2. VIOLATION OF THE UNFAIR
COMPETITION LAW
3. VIOLATION OF THE CONSUMERS
LEGAL REMEDIES ACT
4. VIOLATION OF THE PRIVATE
POSTSECONDARY AND
VOCATIONAL EDUCATION
REFORM ACT OF 1989
5. BREACH OF CONTRACT
6. DECLARATORY RELIEF
7. MONEY HAD AND RECEIVED
8. UNJUST ENRICHMENT
9. CONSTRUCTIVE TRUST

JURY TRIAL DEMANDED

1 VERONICA TAMURA; HEATHER TROTTER;
2 ROCIO VALDEZ; MARIE VALDEZ; DAVID
3 VALENCIA; ERWIN VALENCIA;
4 JACQUELINE WELLS; STEPHANIE
5 XIMENEZ-CALDERON; CHRISTINE
6 YAACOUBIAN; MICHELE ZURCHER;
7 SUFYAN ABDELSHIFE; CHARLES
8 ABRENICA; ERIC ADABKHAH; PRYSCILLA
9 ADAME; CYED ADRAINCEM; APRIL
10 AGUILAR; CANDIDA AGUILAR; ALDRICH
11 ALCANTARA; SCOTT ANDERSON;
12 MARICAR ANGELES; GEOFFREY
13 ARMSTRONG; MICHAEL ARTUS-COOPER;
14 KYLE AU; STACEY AUSBY; DIANE
15 AVEYTIA; DORA AVILA; ELMER AXUME;
16 MELANNIE BAEDOR; SOHAIL BASHIRIAN;
17 LUSWIN BAUTISTA; JOSHUA BERENGUEL;
18 JON BILLINGS; JOHN BOGATZ; CHRISTIAN
19 BOLANOS; ROLAND BOMBANE; JASON
20 BONAGA; ANNIKA BOUCARD; JENNIFER
21 BRENNAN; LAKAYA BROOKS; JENNIFER
22 BROWN; MARIAH BRUNO; VALERIE
23 BRYANT; SHERRY
24 BUENTIEMPO/JOHNSTON; CHENIN
25 BURNETT-DOERING; CAROLINA
26 CALDERON; GARRETT CAMP; COLIN
27 CAMPBELL; ARTURO CAMPOS; NATALIE
CANNATA; ANN CAPUNITAN; JUANA
CARRILLO; KAMRYN CASIDA; KRYSTLE
CASPER; STEVEN CASTILLO; DANIEL
CAZARES; KEVIN CHAN; DANNY CHAVEZ;
HANSANG CHO; PAMELA CLARK;
JENNIFER CLEVELAND; GABRIEL
CONTRERAS; MATTHEW COOK;
JONATHAN CORDOVA; MELISSA
CORNEJO; JORGE CUADRA; ANDREW
CULLEY; WILLIAM DAIGLE; ALLISON
DATAN; MAUREEN DATH; AMBER DAVIS;
JASON DE BERNARDO; TIMOTHY
DEPASCALE; ARTURO DOMINGUEZ;
DANIEL EDWARDS; JOSHUA EFFLE-HOY;
BRANDON ENGHUSEN; JENNYFER
ESCOBAR; MIGUEL ESCOBAR; MARK
ESTES; BYRON FIGUEROA; AMY
FILAKOUSKY; BRIAN FOOS; VINCENT
FOY; KHACHATOUR GALDJIAN; ISAAC
GALINDO; MICHELLE GARAY; JEFFREY
GARCIA; JASON GARVIN; JENAY GIBSON;
JENNIFER GIBSON; KATHY GLASER; FLOR
GOMEZ; KEITH GOMEZ; DANIEL
GONZALEZ; FERNANDO GONZALEZ;
GEORGE GONZALEZ; IVAN GONZALEZ;
RAFAEL GONZALEZ; PATRICE GRANT;

1 COREY GRAY; FREDRIK GRENSTROMER;
2 MICHAEL GUERRA; OSCAR GUERRERO
3 HERNANDEZ; NATALIE GUTIERREZ;
4 JESSICA HEALEY; MICHAEL HEALING;
5 ROCIO HEIL; JOSHUA HEREDIA;
6 CHRISTOPHER HERNANDEZ; BRIAN
7 HILDENHAGEN; DON HO; ALEXANDER
8 HONG; KAREN HUA; PATRICIA MICHELE
9 HUERTA; JOSEPH HUIZAR; BOBBY
10 HUSTON; JOSE IBARRA; KARAN
11 IBRANOSIAN; BROOKE JENSEN; JAMIE
12 JOHNSON; JOY JORDAN; WALTER
13 JORDAN-AZHAR; JESSICA JUSAK; SOFIA
14 KAZANCHIAN; BRAD KEASLER; JOSEPH
15 KELLEY; CHRISTOPHER KERMANI;
16 DANNY KHAJEKIAN; SHANE KNAPP;
17 MEREDITH KRAUT; HONEYLYNN
18 LADRILLONO; MALCOLM LAKES; JACOB
19 LARA; ERIKA LARRONDO; ANGIE LEE;
20 KEVIN DOIL LEE; SEUNG LEE; MARLEN
21 LEIVA; RENE LEIVA; ARIC LEWIS;
22 YVONNE LLAMAS; AIXA LOPEZ; JUAN
23 LOPEZ; LISA LOVE; ASHLEY LOVETTE;
24 ERIC LUCAS; SHELLIE MADERO-
25 MURRIETTA; MARCIANA MADISON;
26 KATIUSCA MARIN; MICHAEL MARQUEZ;
27 ROBERT MARQUEZ; RICO MARSHELLO;
GUILLERMO MAXWELL; TRACY
MCFARLIN; COLIN MCRAVEY; GABRIEL
MELCHOR; ROSE MENESES; TOMAS
MENESES; JASON MONTELIBANO; JOSR
MONTERROSA; DANIEL MOORE; YOHANA
M MORALES; CYNTHIA MOREAU; DESIREE
MORENO; ERNEST MORRIS; JUSTIN
MOSCOWITZ; LAURA MOUA; ERMER
MUNAR; ADAH MUNOZ; ANDY NAJPAUER;
ZAREH NAZARYAN; SARENA NELSON;
KRISTIAN NELSON; CHRISTALEY NESBITT;
TORCY NEWCOMBE; CHARMEL NEWELL;
APRIL NEWTON; RICHARD NOWAK;
AARON OLCH; JAMES OTERO; TRAVIS
OZIER; SARAH PARK; MATTHEW PARKER;
KAREN PAULK; SAMUEL PAXSON; JUSTIN
PENA; DANIEL PEREZ; NATHANIEL
PHILLIPS; ROBERT PORTER; MICHAEL
PROTUS; STEPHANIE QUAYE; LAUREN
RAGAY; CANDACE REDDIX; JAVIER
RENTERIA OLMEDO; LESLIE RESKA;
JASON RICKARDS; DIANA RIVERA;
ALEXANDER RODRIGUEZ; GABRIEL
RODRIGUEZ; LUZ RODRIGUEZ; BRITTNEY
RODRIGUEZ; DANIEL ROMAN; ABEL
ROMERO; ADRIANA ROSALES; ALVARO

1 RUIZ; NICOLE RUIZ; RAYMOND RUOTOLO;
2 MICHAEL RUPP; JUAN SANCHEZ; LEYLA
3 SANCHEZ; SALVATORE SANMARCO;
4 NUBIA SANTIAGO; JACOB SAWYER;
5 STEVEN SCALLION; ANDREW SCHICK;
6 ASHLIE SEITZ; MICHAEL SHEN; TASHA
7 SHERLEY; LUCAS SPENSER; MARTIN
8 STAMPLER; ANDREW STARNES; DONNA
9 STEWART; ROLANDO SUNGA III; ALICIA
10 SWEETING; TERESA TANG; LAWRENCE
11 TAYLOR; TRAVIS TAYLOR; CHRISTOPHER
12 TEAGUE; HUNG TRAN; DONNA TRINH;
13 NANCY TSAI; EVAN TSUCHIYAMA;
14 RUSSELL TUAZON; VIGEN TUMOYAN;
15 GEORGE TZE-POLO; DANIEL URIBE;
16 DAVID VALDEZ; CLAUDIA VANBEEKOM;
17 JOSEPH VANOVER; KATHERINE VASQUEZ;
18 NICHOLAS VASQUEZ; RYAN VELILLA;
19 JESUS VENEGAS; VICTOR VIDES; JAOCB
20 VIGGIANO; ERIC VILLEGAS; PETER
21 VILLEGAS; ALEXANDRA WALLEN; SARAH
22 WARD; JESSICA WAUGH; STEPHEN WELLS;
23 STACIE WHEELOCK; JENA WHITE; EMILY
24 WILLIAMS; LORREN WILLIAMS;
25 ASHLEIGH WRIGHT; SUSAN YOON;
26 MICHELE YOSHIMURA; BRANDON YURT,
27

Plaintiffs,

vs.

16 CALIFORNIA SCHOOL OF CULINARY
17 ARTS, INC., a California corporation, CAREER
18 EDUCATION CORPORATION, a Delaware
19 corporation, SALLIE MAE, INC., a Delaware
20 corporation; SALLIE MAE BANK OF UTAH, a
21 Utah corporation; SALLIE MAE EDUCATION
22 TRUST, a Delaware statutory trust; SLM
23 EDUCATION CREDIT FINANCE
24 CORPORATION, a Delaware corporation;
25 SLM EDUCATION CREDIT MANAGEMENT
26 CORPORATION, a Delaware corporation;
27 CAVALIER FUNDING 1 LLC, a Delaware
limited liability company; NELNET, INC., a
Nebraska Corporation; DOLLAR BANK,
FEDERAL SAVINGS BANK, a Pennsylvania
corporation; STILLWATER NATIONAL BANK
AND TRUST COMPANY, an Oklahoma
corporation; SOUTHWEST BANCORP, INC., an
Oklahoma corporation; JPMORGAN CHASE &
Co., a Delaware corporation; WELLS FARGO
BANK, N.A., a national association; WELLS
FARGO & COMPANY, a Delaware corporation;

1 WACHOVIA FINANCIAL SERVICES, INC. a
2 North Carolina corporation; BANK OF
3 AMERICA CORPORATION, a Delaware
4 corporation; BANK OF AMERICA, N.A., a
5 national association; CITIGROUP, INC., a
6 Delaware corporation; AFFILIATED
7 COMPUTER SERVICES, INC., a Delaware
8 Corporation; GREEN TREE SERVICING LLC, a
9 Delaware limited liability company;
10 EDFINANCIAL SERVICES, LLC, a Nevada
11 limited liability company; and DOES 1 to
12 1,000,000 inclusive,

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Defendants.

1 Plaintiffs' allegations are based on the investigation of counsel, including but not
2 limited to reviews of advertising and marketing material, SEC filings, other publicly available
3 information, interviews of former employees and former students, and review of non-confidential
4 documents produced by Defendants, and thus on information and belief, except as to the
5 individual actions of Plaintiffs, as to which Plaintiffs have personal knowledge.

6 **The Parties**

7 1. Plaintiffs are current or former students of the California School of Culinary Arts.
8 Plaintiffs are listed in alphabetical order in the appendix hereto by program. That appendix is
9 incorporated into this Complaint as if set forth fully herein, and further sets forth each Plaintiff's
10 program of study and, to the extent known, each Plaintiff's Note holder and Note servicer (as more
11 fully described below).

12 2. Defendant California School of Culinary Arts, Inc. ("CSCA") is a California
13 corporation that operates a for-profit culinary school under the same name in Pasadena, California,
14 County of Los Angeles. CSCA also currently does and at all relevant times did business as Le
15 Cordon Bleu under a license to use that name. It is wholly owned and operated by Defendant
16 Career Education Corporation.

17 3. Defendant Career Education Corporation ("CEC") is a Delaware corporation that
18 does business in the City of Pasadena and the County of Los Angeles by and through its wholly
19 owned and controlled subsidiary CSCA.

20 4. Plaintiffs are informed and believe that CEC exercises complete dominion and
21 control over each and all of its subsidiaries, including CSCA, enjoys the full benefit of all moneys
22 and profits earned by these subsidiaries, and benefits in other direct and indirect ways from and
23 dictates and causes all of the wrongful actions of CSCA alleged in this complaint and, as a
24 consequence, is in possession of moneys rightfully belonging to Plaintiffs. Plaintiffs are informed
25 and believe that CEC develops and oversees the implementation of all policies and procedures at
26 CSCA, including without limitation policies and procedures concerning sales and marketing
27

1 (admissions) practices, financial aid practices, curriculum, and job placement. Defendant CSCA
2 then implements and carries out the policies and procedures developed by CEC.

3 5. CEC, CSCA, and Does 1-100 are collectively referred to herein as the “School
4 Defendants.”

5 6. Defendant Sallie Mae, Inc. (“Sallie Mae”) is a Delaware corporation that maintains
6 its headquarters in Reston, Virginia. At all relevant times Sallie Mae was doing business in
7 California and in this county and with California citizens.

8 7. Defendant Sallie Mae Bank of Utah, is a Utah corporation that maintains its
9 headquarters in Murray, Utah. At all relevant times Sallie Mae Bank of Utah was doing business
10 in California and in this county and with California citizens.

11 8. Defendant Sallie Mae Education Trust is a statutory trust based in Delaware. At
12 all relevant times Sallie Mae Education Trust was doing business in California and in this county
13 and with California citizens.

14 9. Defendant SLM Education Credit Finance Corporation is a Delaware corporation
15 that maintains its headquarters in Reston, Virginia. At all relevant times SLM Education Credit
16 Finance Corporation was doing business in California and in this county and with California
17 citizens.

18 10. Defendant SLM Education Credit Management Corporation is a Delaware
19 corporation that maintains its headquarters in Reston, Virginia. At all relevant times SLM
20 Education Credit Management Corporation was doing business in California and in this county
21 and with California citizens.

22 11. Defendant Cavalier Funding 1 LLC is a Delaware limited liability company that
23 maintains its headquarters in Reston, Virginia. At all relevant times Cavalier Funding 1 LLC was
24 doing business in California and in this county and with California citizens.

25 12. Defendant Nelnet, Inc. is a Nebraska corporation that maintains its headquarters in
26 Lincoln, Nebraska. At all relevant times Nelnet, Inc. was doing business in California and in this
27 county and with California citizens.

1 13. Defendant Dollar Bank, Federal Savings Bank is a Pennsylvania corporation that
2 maintains its headquarters in Pittsburgh, Pennsylvania. At all relevant times Dollar Bank was
3 doing business in California and in this county and with California citizens.

4 14. Defendant Stillwater National Bank and Trust Corporation, a wholly owned
5 subsidiary of Southwest Bancorp, Inc., is an Oklahoma corporation that maintains its headquarters
6 in Stillwater, Oklahoma. At all relevant times Stillwater National Bank and Trust Company was
7 doing business in California and in this county and with California citizens.

8 15. Defendant Southwest Bancorp, Inc., is an Oklahoma corporation that maintains its
9 headquarters in Stillwater, Oklahoma. At all relevant times Southwest Bancorp, Inc. was doing
10 business in California and in this county and with California citizens.

11 16. Defendant JPMorgan Chase & Co. is a Delaware corporation that maintains its
12 headquarters in New York, New York. At all relevant times JPMorgan Chase & Co. was doing
13 business in California and in this county and with California citizens.

14 17. Defendant Wells Fargo Bank, N.A., is a national association that maintains its
15 headquarters in Sioux, South Dakota. At all relevant times Wells Fargo Bank, N.A. was doing
16 business in California and in this county and with California citizens.

17 18. Defendant Wells Fargo & Company is a Delaware corporation that maintains its
18 headquarters in San Francisco. At all relevant times Wells Fargo & Company was doing business
19 in California and in this county and with California citizens.

20 19. Defendant Wachovia Financial Services, Inc. is a North Carolina corporation that
21 maintains its headquarters in Charlotte, North Carolina. At all relevant times Wachovia Financial
22 Services, Inc. was doing business in California and in this county and with California citizens.

23 20. Defendant Bank of America Corporation is a Delaware corporation that maintains
24 its headquarters in Charlotte, North Carolina. At all relevant times alleged Bank of America
25 Corporation was doing business in California and in this county and with California citizens.

26 21. Defendant Bank of America, N.A. is a national association that maintains its
27 headquarters in Charlotte, North Carolina. At all relevant times Bank of America, N.A. was doing

1 business in California and in this county and with California citizens.

2 22. Defendant Citigroup, Inc. is a Delaware corporation that maintains its headquarters
3 in New York, New York. At all relevant times Citigroup, Inc. was doing business in California
4 and in this county and with California citizens.

5 23. Defendant Affiliated Computer Services, Inc. is a Delaware corporation that
6 maintains its headquarters in Dallas, Texas. At all relevant times Affiliated Computer Services,
7 Inc. was doing business in California and in this county and with California citizens.

8 24. Defendant Green Tree Servicing, LLC is a Delaware limited liability company that
9 maintains its headquarters in St. Paul, Minnesota. At all relevant times Green Tree Servicing,
10 LLC was doing business in California and in this county and with California citizens.

11 25. Defendant Edfinancial Services, LLC is a Nevada limited liability company that
12 maintains its headquarters in Knoxville, Tennessee. At all relevant times Edfinancial Services,
13 LLC was doing business in California and in this county and with California citizens.

14 26. Defendants CEC; CSCA; Sallie Mae, Inc.; Sallie Mae Bank of Utah; Sallie Mae
15 Education Trust; SLM Education Credit Finance Corporation; SLM Education Credit
16 Management Corporation; Cavalier Funding 1 LLC; Nelnet, Inc.; Dollar Bank, Federal Savings
17 Bank; Stillwater National Bank and Trust Company; Southwest Bancorp., Inc., JPMorgan Chase
18 & Co.; Wells Fargo Bank, N.A.; Wells Fargo & Company; Wachovia Financial Services, Inc.;
19 Bank of America Corporation; Bank of America, N.A.; Citigroup; Edfinancial Services, LLC; and
20 Does 101-1,000,000 are collectively referred to herein as the "Lender Defendants."¹

21 27. Each of DOES 1-100 is the agent, servant, partner, joint-venturer, co-venturer,
22 principal, director, officer, manager, employee, or shareholder of one or more of its co-defendants
23 who aided, abetted, controlled, and directed or conspired with and acted in furtherance of said
24 conspiracy with one or more of its co-defendants in performance of the acts and omissions
25 described below and for the fraudulent purposes described below.

26 _____
27 ¹ CSCA and CEC and/or their corporate affiliates also extended student loans to one or more
Plaintiffs and are thus both Lender Defendants and School Defendants as defined herein.

1 28. Each of DOES 101-1,000,000 is the legal or beneficial holder or servicer of a Note
2 (as used in this complaint, the term “Note(s)” is defined as a promissory note, loan agreement, or
3 other debt obligation entered into by any Plaintiff to finance the costs of enrolling in and/or
4 attending CSCA). Plaintiffs sue each of these Doe Defendants by these fictitious names because
5 Plaintiffs do not now know these Defendants’ true names and capacities.

6 29. At all relevant times, each Defendant conspired with each other Defendant to
7 commit the wrongful acts set forth in each cause of action in this complaint, in furtherance of said
8 conspiracy, and as a result is liable and responsible for the acts of each Defendant that acted
9 wrongfully, whether or not each co-conspirator actually committed those wrongful acts, or only
10 conspired with the other Defendants to have them committed.

11 **Factual Summary of the Claims**

12 30. The School Defendants aggressively marketed CSCA to Plaintiffs through a pattern
13 of partial truths, misleading statements, significant omissions, assertions of fact that the School
14 Defendants had no reasonable ground for believing to be true, and outright lies, all of which were
15 designed to create, in the minds of Plaintiffs, the strong impression that they would be both
16 professionally and financially better off if they attended CSCA. In fact, Plaintiffs received a
17 degree that is effectively worthless to them, ended up, at best, with jobs that they could have
18 obtained without a CSCA degree, and consequently are saddled with non-dischargeable student
19 loans that they cannot repay or service that spiral upward to create a condition of lifelong financial
20 ruin and indentured servitude. All of this was known to the School Defendants when they
21 solicited Plaintiffs, but was not disclosed.

22 31. CSCA offers various culinary education programs to its students. Plaintiffs
23 enrolled in either the 15 month, approximately \$41,000 to \$50,000 Culinary Arts Program or the
24 10 month, approximately \$22,000 to \$28,000 Patisserie and Baking Program (collectively, the
25 “Culinary Degree Programs” or “Programs”).

26 32. CSCA induces prospective students to enroll in the Programs through an ongoing
27 fraudulent scheme (the “Fraud”) comprised of an extensive marketing campaign that includes

1 television, radio, print, internet, and in-person recruitment. The in-person component of the Fraud
2 is carried out by the School Defendants' quota-driven salespeople on the phone, by mail, by email,
3 and in face to face meetings with prospective students.

4 Written Misrepresentations

5 33. Over the course of the Fraud, the School Defendants made the following written
6 representations to each Plaintiff:

7 34. The School Defendants represented that CSCA's Programs lead to Chef positions.
8 The School Defendants routinely made this representation in their marketing materials, both
9 implicitly and explicitly. Representative examples include, but are not limited to the following:

- 10 a. A CSCA advertisement attached hereto as Exhibit 1 states "Train to
11 Become a Professional Chef at California School of Culinary Arts."
12 b. A CSCA advertisement attached hereto as Exhibit 2 features a photograph
13 of a chef's hat and states: "Everything goes with white. Especially success. In
14 our 15-month Culinary Arts Degree Program, you'll gain more expertise and
15 confidence than in years of working your way up the culinary ladder. You can
16 graduate a Le Cordon Bleu level culinary chef and enter a world where your
17 skills are both respected and sought after."
18 c. CSCA advertisements attached hereto as Exhibits 3-7 list Chef level
19 positions as representative examples of job opportunities in culinary arts
20 available to graduates of CSCA.
21 d. A CSCA advertisement attached hereto as Exhibit 8 purports to list the
22 "Top Ten Reasons to Attend California School of Culinary Arts." The number
23 one reason is "Le Cordon Bleu" as it "has produced some of the world's finest
24 chefs...."
25 e. A CSCA advertisement attached hereto as Exhibit 9 shows a photo of a
26 Chef and states "Become a successful artist in just over a year. California
27 School of Culinary Arts – 15 month Culinary Arts AOS Degree. You'll gain

1 more expertise in 15 months than in years of working your way up the culinary
2 ladder. You can graduate a Le Cordon Bleu level culinary chef and enter a
3 world where your skills are both respected and sought after. Indulge your
4 creativity. And begin a successful career that challenges and rewards you every
5 day.”

6 f. A CSCA postcard advertisement attached hereto as Exhibit 10 shows a
7 photo of a Chef’s hat and states “Some of the great chefs of the past 100 years
8 received Le Cordon Bleu culinary training. You can, too. ... Find out if a
9 rewarding career as a highly-trained culinary magician could be right for you.”

10 g. A CSCA advertisement attached hereto as Exhibit 11 shows a photo of a
11 Chef’s hat and states “How you dress on the weekend could change your life.
12 Introducing the Weekend Patisserie & Baking Program at the California School
13 of Culinary Arts. Work a fantastic new career into your busy schedule in only
14 90 days, through our accelerated weekend program. You’ll graduate a Le
15 Cordon Bleu level pastry chef, in an artistic field where your skills are in
16 demand and the sky’s the limit. That’s a career to be proud of.”

17 h. A CSCA advertisement attached hereto as Exhibit 12 states “Become a Le
18 Cordon Bleu level pastry chef in an artistic field where your skills are in
19 demand and the sky’s the limit. ... Whether you’ve ever dreamed of owning
20 your own bakery, café or special-occasion catering company, or becoming an
21 executive level pastry chef for a four star restaurant, the Le Cordon Bleu
22 Patisserie & Baking Program at CSCA is perfect for you.”

23 i. A letter from CSCA’s President, Tony Bondi, to high school seniors
24 attached hereto as Exhibit 13 states “*If you’re the kind of person who has*
25 *always dreamed of becoming a professional chef, we can help turn your dream*
26 *into a reality...at the California School of Culinary Arts.*”
27

1 j. A page from CSCA's School Catalog, attached hereto as Exhibit 14 states
2 that CSCA is where "[w]e separate the chefs from the cooks" – implying that
3 CSCA graduates would be able to obtain Chef positions, not lower level
4 positions like "line cook" or even "prep cook."

5 k. A page from CSCA's School Catalog, attached hereto at Exhibit 15 states:
6 "CSCA is a great place to explore all aspects of the restaurant industry.
7 Whether you want to be a restaurant chef, a food stylist, a personal chef, a
8 caterer, a pastry chef, or baker—it's all available here. It would take you
9 forever in the real world to get that kind of exposure."

10 l. A page from CSCA's School Catalog, attached hereto at Exhibit 16 features
11 a photograph of a chef and states: "Everything goes with a white jacket.
12 Especially success. With a career in the culinary arts, baking and patisserie, or
13 hospitality management, the opportunities are endless."

14 m. The School Defendants' quota-driven salespeople showed prospective
15 students a flip chart entitled "MAKING THE RIGHT DECISION," containing
16 a section called "ROAD TO YOUR CAREER", which is attached hereto as
17 Exhibit 17.² The section begins: "JOB OR CAREER... THERE IS A BIG
18 DIFFERENCE." It shows an overworked kitchen worker and explains:
19 "JOB[:] Little or No Security[,], Low Pay[,], Small Raises[,], Long Hours[,], Few
20 Opportunities[.]" The next page shows a Chef and states "CAREER[:]
21 Personal Professional Growth[,], Competitive Pay[,], Advancement
22 Opportunities[,], Challenging Work[,], Employee Benefits[.]"

23 35. The School Defendants provided each prospective student with placement statistics
24 showing that a substantial percentage of graduates (75%-96% for the Culinary Arts Program and,
25

26 ² The School Defendants' quota-driven salespeople were required to show such flip charts to each
27 prospective student and were trained that they were the most important part of the interview
process as they would provide prospective students with the facts necessary to make an informed
decision to attend CSCA.

1 on average and during most of the relevant period, about 75% for the Patisserie and Baking
2 Program).³ Plaintiffs reasonably understood that these placement rates were based on “Chef” or
3 equivalent positions because, as set forth above, the School Defendants represented that this was
4 the type of position to which a culinary degree from CSCA would lead.

5 36. The School Defendants supported these statistics with representations that their
6 graduates had a strong track record of successful placements. Representative examples of these
7 representations include, but are not limited to the following:

8 a. Pages from CSCA’s School Catalog attached hereto at Exhibit 18 state:

9 “The sky’s the limit. Upon graduation, you should be fully prepared to make
10 your mark in the culinary and hospitality industries. ... [E]mployers welcome
11 our graduates because they know they’re working with some of the best
12 possible candidates.”

13 b. Exhibits 2 and 9, CSCA advertisements described above, state: “You can
14 graduate a Le Cordon Bleu level culinary chef and enter a world where your
15 skills are both respected and sought after.”

16 c. Exhibits 11 and 12, CSCA advertisements described above, state “You’ll
17 graduate a Le Cordon Bleu level pastry chef, in an artistic field where your
18 skills are in demand and the sky’s the limit. That’s a career to be proud of.”

19 37. The School Defendants represented that their Culinary Degree Programs were a
20 good investment. This message was implied by each of the representations described above, but
21 was also made expressly. Examples include but are not limited to the following:

22 a. As part of a flip chart entitled “MAKING THE RIGHT DECISION,” the
23 School Defendants’ quota-driven salespeople showed prospective students a
24

25 ³ The Patisserie and Baking Program’s placement rates for 2004 and 2005 were 20% and 53%
26 respectively. CSCA explained the 20% placement rate in the 2004 statistics with an asterisk
27 noting “This program is new.” From 2005 through 2008 the Patisserie and Baking Program’s
placement rate averaged roughly 77%. While the 2004 and 2005 placement rates are not
particularly high, they would have been significantly lower if CSCA only included Chef positions
and their equivalent.

1 table, attached hereto as Exhibit 19, which illustrates a CSCA graduate's
2 projected earnings over a five year period compared with the military, junior
3 college, and four year college. The table represents that by attending CSCA, a
4 prospect would make significantly more money, and do it sooner, than they
5 would through these alternatives.

6 b. The School Defendants' quota-driven salespeople showed prospective
7 students flip chart pages, attached hereto as Exhibit 20, which state "Financing
8 Your Education *An Investment in Your Future* ... CONGRATULATIONS! ...
9 You've chosen a wonderful school. You're making a great investment in your
10 future."

11 c. By the nature of the transactions Defendants proposed to Plaintiffs, i.e. the
12 tuition and costs Defendants proposed Plaintiffs pay, and the loans that would
13 be and were required to pay those costs and attend CSCA (loans that the School
14 Defendants arranged, facilitated, or otherwise made available), Defendants'
15 represented and then confirmed to prospective students that those who
16 graduated would be able to service, and within a reasonable period of time pay
17 off, the loans that the School Defendants arranged for them.

18 38. The School Defendants represented that CSCA had an aggressive on-site job
19 placement agency with a great track record for successful placements that would provide career
20 services support for graduates throughout their careers.

21 39. The School Defendants represented that CSCA had an excellent reputation in the
22 food service industry and that its graduates were highly sought after by employers.

23 40. Each of the foregoing representations was false and misleading. The true facts,
24 which the School Defendants knew and had a duty to disclose, were as follows:

25 41. The vast majority of CSCA graduates are not hired as Chefs. If able to find
26 employment in the culinary industry at all they find only entry level positions as line cooks, prep
27 cooks, or other similar positions. On average, these entry level positions paid graduates of the

1 Patisserie and Baking Program \$8 to \$10 an hour and graduates of the Culinary Arts Program \$10
2 to \$12 an hour—significantly less than Chef positions typically pay and not enough to maintain
3 even a minimal standard of living in Los Angeles, particularly after adjusting for the student debt
4 service obligations that the School Defendants knew Plaintiffs and each of them would have as a
5 result of attending the school.

6 42. In reality, only years of experience in restaurant kitchens working at low wages
7 and/or truly exceptional ability, including leadership and management skills (for which the School
8 Defendants’ “admissions” personnel do not at all screen) could ever qualify anyone to be a Chef.
9 Attending or graduating from CSCA does not. Because of the experience and skills required to
10 become a Chef, and the economic burden imposed by the debt a CSCA education entails, perhaps
11 1 in 50 graduates will ever become a Sous Chef, and 1 in 200 will ever become a Chef. And by
12 the time they do, their debt will be so great, they will continue to live in effective poverty for
13 many, many years. In other words, less than 5% of CSCA graduates will ever get what CSCA
14 sold Plaintiffs — the opportunity to become a Chef — and virtually none will ever enjoy any net
15 financial benefit from having gone to CSCA, nevermind the benefits CSCA represented would
16 result.

17 43. The School Defendants knew that CSCA’s Programs did not lead to Chef positions
18 in the short term for the vast majority of graduates. As required by California law, the School
19 Defendants surveyed all recent Program graduates regarding their jobs and salaries. These surveys
20 revealed that the vast majority of recent graduates were not working as Chefs, but were working in
21 entry level positions, such as prep cook and line cook, that paid \$8 to \$12 an hour, most at \$10 per
22 hour. Although most restaurant workers are paid by the hour, so that restaurants may control costs
23 by sending lower level employees home when the night or day is slow, such that these graduates
24 were not getting 40 hours of work 52 weeks a year, or anything close to that, CSCA chose to
25 record each \$10 an hour employee in its records as a “salaried employee at \$22,800 per year (\$10
26 per hour x 40 hours a week x 52 weeks). This was a lie.
27

1 44. Moreover, the School Defendants did not compile any data regarding graduates'
2 medium or long term wages or their prospects after graduation, and/or of their progress toward
3 becoming Chefs, but instead remained willfully ignorant of this information. *The School*
4 *Defendants, at all relevant times, had no reasonable ground for believing that any significant*
5 *percentage of CSCA graduates would ever become chefs, and in fact knew that they would not.*
6 Accordingly, by representing that CSCA's Programs lead to Chef positions, while failing to
7 disclose that they had no factual basis for that assertion, the School Defendants knowingly and
8 intentionally or recklessly misled Plaintiffs.

9 45. In 2010, School Defendants modified their catalog for CSCA, to include the
10 following language:

11 Upon completion of the program the
12 graduate should have the skills needed to
13 begin their career in the culinary and/or
14 hospitality industries at an entry level.
15 Examples of some job titles for graduates
16 include Cook, Line Cook, Catering
17 Assistant, Banquet Cook, Garde Manger,
18 Baker, Roundsman and Prep Cook.
19 The various titles of "chef" generally apply
20 to more advanced roles in a professional
21 kitchen (for example, Sous Chef, Executive
22 Chef). Graduates should not expect to
23 Become Chefs upon graduation but are
24 encouraged to work toward becoming a
25 Chef through the course of their careers.

21 The School Defendants knew, since at least 2003, that CSCA graduates had little or no chance of
22 ever becoming Chefs, and no chance at all of becoming a Chef upon graduation.

23 46. Furthermore, School Defendants, in or about 2010, deleted the word "Chef" from
24 their television advertising and from recruitment materials and scripts, for the reason that the word
25 "Chef" might be "misheard" or "misleading."

26 47. The placement rates the School Defendants provided to Plaintiffs were not based
27 only on "Chef" or equivalent positions, but on any position in the "hospitality" industry obtained

1 by any graduate. Thus, a graduate who obtained a position as a Starbucks barista, an \$8 an hour
2 prep cook, a hot dog stand operator, or a “food runner” at multiple mass service events, would be
3 considered to have been “placed” for purposes of these statistics. Part-time and “freelance”
4 employees were also considered “placed.” And, indeed, these placement statistics reflected almost
5 entirely jobs paying \$12 an hour or less. Because Plaintiffs reasonably understood these
6 placement rates to refer to “Chef” positions when they did not, and to positions paying wages that
7 these jobs did not pay, the placement statistics were grossly false and misleading.

8 48. The School Defendants knew that the placement rates were not based only on
9 “Chef” or equivalent positions because they themselves had sought and obtained the raw data
10 upon which the statistics were based, had decided what jobs to consider as successful placements,
11 and calculated the resulting placement rates. The School Defendants also knew that prospective
12 students believed the placement rates were based on Chef and similarly well-paying positions
13 because they were the ones that had led them to this belief and because counting as successful
14 placements other, inferior positions (the kind actually counted) was inconsistent with numerous
15 other representations made by the School Defendants as alleged above.

16 49. A CSCA degree is not a good investment but an extremely bad one. To cover the
17 \$22,000 to \$50,000 cost of CSCA’s Programs, virtually all of CSCA’s prospective students had to
18 borrow money, mostly at high and variable interest rates, and mostly with loans specifically
19 arranged by CSCA. School Defendants at all relevant times knew that the average loan for their
20 students would bear interest of 12%. Upon graduating, most CSCA students cannot afford the
21 monthly debt service on these loans with the \$12 an hour or less they earn, a fact the School
22 Defendants at all relevant times knew.

23 50. As a consequence, CSCA students almost uniformly are compelled to enter into
24 “deferral” arrangements with their lenders whereby their payments obligations are temporarily
25 suspended but interest accrues along with special charges or fees for the deferral arrangement.
26 Within three years of graduating, the average CSCA graduate owes \$60,000 or more on his or her
27 CSCA student loans. After five years, collection charges and other fees and penalties frequently

1 push this debt to over \$100,000. As student loans are not dischargeable in bankruptcy absent
2 exceptional circumstances, these former CSCA students have been effectively placed in a position
3 of indentured servitude. Former CSCA students in many, many cases will never be able to buy a
4 house, obtain credits cards, rent a car, or borrow money for education. A \$22,000 to \$50,000
5 vocational degree that does not increase income and that is financed through high interest debt that
6 graduates cannot afford to repay is not a good investment, but a financially devastating mistake
7 that destroys a person's quality of life in material ways.

8 51. The School Defendants knew that a CSCA degree was not a good investment. As
9 set forth above, through their own primary research (calls to graduates and employers) and the
10 resulting survey results they were aware that their graduates only earned \$8 to \$12 an hour
11 working in the culinary field, the same wage they could earn in the culinary field without a CSCA
12 degree. They were also aware of the vast majority of students' loan terms, having arranged the
13 loans and processed the loan applications themselves. In addition, they were actively involved in
14 monitoring and minimizing their graduates' short term default rate by encouraging students to
15 defer their student loan payment obligations—because an excessive default rate would disqualify
16 CSCA for Title IV funding. Through this involvement, the School Defendants learned that with
17 rare exceptions CSCA graduates did not earn enough working in culinary jobs to repay their
18 student loans and otherwise pay even very modest living expenses. As only the two year default
19 rate was relevant to Title IV eligibility, however, the School Defendants remained willfully
20 ignorant of their graduates' medium and long-term default rates and debt burden.

21 52. When during the enrollment process prospective students asked whether they could
22 expect to service and then pay off their loans taken out to attend CSCA within a reasonable period
23 of time, they were told "yes" and were provided with a written "estimate" of what they would
24 need to pay per month to service and pay off their loans taken out to attend CSCA. This written
25 estimate did not reflect the large payments on "private" loans that would be required and arranged
26 by CSCA with the Lender Defendants to pay for the proposed CSCA training. Instead, the
27 "estimate" only reflected what CSCA guessed the payment would be on the student's federally

1 subsidized loans. Prospective students were not told that this written estimate of their monthly
2 payment was only a “guess” by CSCA as to the amounts required to be paid, or that it
3 intentionally excluded the cost of payments that would be required on the one or more additional
4 “private” loans that CSCA would arrange and the prospective student would be required to obtain
5 to pay for the proposed CSCA training. These “estimates” were intentionally low, so as to
6 convince prospective students and continuing students that they would be able to service, and in a
7 reasonable time pay off, their loans when, in fact, CSCA at all relevant times knew that this would
8 be impossible.

9 53. CEC’s stock analysts were also aware that CSCA—like CEC’s other culinary
10 schools—was not a good investment. In a third-quarter 2008 CEC earnings call, one analyst said
11 to CEC’s senior officers “...[W]e’ve all known for quite some time that the starting salary levels of
12 students that graduate in that segment [culinary school] are very low, and that the cost equation
13 does not work out on paper the way it does in some of the other segments.” In response, these
14 senior officers did not deny this economic fact.

15 54. Contrary to CSCA’s quota-driven salespeople’s representations, CSCA did not
16 have an aggressive on-site job placement agency with a great track record for successful
17 placements and did not provide lifetime Career Services support. Career Services personnel did
18 little more than direct graduates to websites with job listings that they could find themselves, such
19 as Craigslist, or provide compilations of such listings mined from such websites. Career Services
20 personnel devoted no time to students who were not recent graduates. If such graduates got any
21 help at all, it was a referral to a public job board.

22 55. Contrary to CSCA’s quota-driven salespeople’s representations, at all relevant
23 times CSCA had a poor reputation in the food service industry. Because CSCA admitted students
24 without regard to their ability to become Chefs and graduated students without due regard for
25 whether they had mastered the skills CSCA purportedly teaches, many graduates of CSCA had
26 few or none of the skills a culinary degree should guarantee. Accordingly, a degree from CSCA
27

1 denoted an unlikelihood rather than a likelihood of capability and was frequently a detriment to
2 graduates seeking employment—including those who had mastered the appropriate skills.

3 56. Rather than disclose these facts, the School Defendants actively concealed them.
4 Quota-driven salespeople were directed to, and methodically and pursuant to the School
5 Defendants' policies did, methodically avoid discussion of the foregoing true facts. If prospective
6 students raised the issues, the quota-driven salespeople lied or changed the subject.

7 Oral Misrepresentations

8 57. Through their quota-driven salespeople, the School Defendants made each of the
9 foregoing misrepresentations orally. The quota-driven salespeople also engaged in a pattern and
10 practice of making made the following additional oral misrepresentations:

11 58. CSCA's quota-driven salespeople routinely claimed that CSCA graduates could
12 expect to earn Chef salaries of \$40,000 a year—or in many specific instances much more—or,
13 (instead of answering the “what will I earn” question directly) suggested that prospective students
14 could find out what a “Chef” makes by doing their own research online (which they knew would
15 result and did result in prospective students finding that median Chef salaries are generally
16 \$40,000-\$50,000 a year).

17 59. CSCA's quota-driven salespeople claimed that CSCA was selective in the students
18 it admitted, and that it was up to the admissions' representative to either recommend or not
19 recommend the student for admission to an “admissions committee,” and that such quota-driven
20 salespeople would only recommend the student for admission if they were convinced the student
21 would be a good fit and successful in the Program. These representations of selectivity were
22 implemented by the School Defendants through scripts they provided to their quota-driven
23 salespeople. They were intended to and did bolster the credibility of the School Defendants'
24 representations that its Programs qualified graduates for Chef jobs and Chef salaries.

25 60. As the School Defendants knew, each of these representations was misleading.
26 The true facts, which the School Defendants had a duty to disclose, were as follows:
27

1 61. The vast majority of CSCA graduates are not hired as Chefs. If they find
2 employment in the culinary industry at all, they are hired into entry level positions as line cooks,
3 prep cooks, or other similar positions. On average, these entry level positions paid graduates of
4 the Patisserie and Baking Program \$8 to \$10 an hour, and graduates of the Culinary Arts Program
5 \$10 to \$12 an hour—significantly less than wage Chef positions typically pay.

6 62. There is no selectivity in CSCA's admissions process, or at least none dependent
7 upon ability or suitability. Anyone with a high-school diploma and/or a GED who is judged able
8 to obtain a loan and show up for at least the first five days of class (thereby enabling CSCA to
9 retain a healthy chunk of the student's tuition payments even if they subsequently drop out) is
10 admitted. The interview process is solely designed to make the target student more likely to sign
11 up and show up, not to screen the target student in any way.

12 63. The School Defendants were on notice at all relevant times that these
13 misrepresentations and lies were being told to prospective students by their employees and, in fact,
14 rewarded their top sales people who, of necessity, were the ones telling these lies. Rewards
15 included, among other things, miscellaneous perquisites and better sales leads. Because enrollees
16 who knew the truth about CSCA would not enroll, honest CSCA salespeople failed to convert
17 sales leads into admissions at the same rate as their peers (if at all), were not able to meet their
18 admissions targets, and were fired.

19 64. Grossly misled, and reasonably relying on the School Defendants'
20 misrepresentations, Plaintiffs and each of them borrowed large sums of money at high interest
21 rates and enrolled in CSCA. As a result, Plaintiffs have been damaged by, among other things: (1)
22 borrowing the cost of attending CSCA at high interest rates; (2) paying tuition to the School
23 Defendants; (3) paying interest, penalties, and other charges on student loans that the School
24 Defendants induced them to take out to pay tuition; (4) losing time and income that they otherwise
25 would have earned; (5) incurring emotional, psychological, and related injuries; and (6) incurring
26 severe long-term damage to their credit including, but not limited to, their ability to obtain credit
27 for auto loans, additional student loans, home loans, and credit cards. Plaintiffs have been

1 damaged in other and further ways subject to proof at trial.

2 **Lender Defendants' Derivative Liability Under the Holder Clause**

3 65. The vast majority of students who attended CSCA during the relevant period
4 took out student loans to cover their tuition and related costs. Sallie Mae or one of its partners or
5 affiliates provided the vast majority of these loans because CSCA referred all students to Sallie
6 Mae pursuant to a contract between the School Defendants and Sallie Mae. The remaining loans
7 were provided by other Lender.

8 66. On information and belief, the School Defendants referred each Plaintiff to the
9 lenders that originated each of that Plaintiff's loans. Pursuant to 16 C.F.R. § 433.2 (the "Holder
10 Rule"), the Federal Trade Commission ("FTC") requires that all purchase money loan agreements,
11 including agreements for the purchase of educational services,⁴ must contain a clause that subjects
12 the holder of the note to all claims and defenses that the buyer could assert against the seller—
13 here, the School Defendants (hereinafter the "Holder Clause"). The Required wording of the
14 Holder Clause is substantially as follows:

15 ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO
16 ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT
17 AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED
18 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY
19 HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID
20 BY THE DEBTOR HEREUNDER.

19 Based on information and belief, all Notes executed during the relevant period contain the Holder
20 Clause. If any Notes do not contain a Holder Clause, such a clause must be implied by operation
21 of law.

22 67. On information and belief, the Lender Defendants are or were each legal or
23 beneficial holders of one or more of the Notes. Pursuant to the Holder Clauses contained within
24 the Notes, explicitly or by operation of law, Plaintiffs may assert against the Lender Defendants all
25

26 ⁴ The FTC's own guidelines expressly apply the Holder Rule to vocational school
27 *Guidelines on Trade Regulation Rule Concerning Preservation of*
Consumers' Claims and Defenses 41 Fed. Reg. 20022, 20024 (May 14, 1976).

1 claims and all defenses to payment they have or would have against the School Defendants.⁵
2 Plaintiffs may recover all payments they made to the Lender Defendants under the Notes and are
3 entitled to cancellation of the Notes and all related obligations.

4 68. On information and belief, each Note contains an attorney's fees provision or its
5 equivalent, such as a clause allowing the Holder to recover collection costs in the event of default.
6 Such clauses are reciprocal by operation of California Civil Code section 1717(a). Accordingly,
7 Plaintiffs seek attorney's fees from the Lender Defendants for the cost of enforcing the Lender
8 Defendants' obligations under the Notes.

9 69. Some or all of the Lender Defendants are themselves or utilize loan servicers to
10 collect interest, principal, and/or other charges arising under the Notes. Plaintiffs are informed
11 and believe that these servicers possess funds that were obtained from Plaintiffs and that Plaintiffs
12 are entitled to recover under the Holder Clause. Defendants that service or have serviced
13 Plaintiffs' loans include, but are not limited to: CSCA; CEC; Sallie Mae, Inc.; Nelnet, Inc.; Bank
14 of America, N.A.; Bank of America Co.; Wells Fargo Bank, N.A.; Wells Fargo & Company;
15 Wachovia Financial Services, Inc.; JPMorgan Chase & Co.; Citigroup, Inc.; Affiliated Computer
16 Services, Inc.; Green Tree Servicing, LLC; and Edfinancial Services, LLC. All Defendants that
17 service or have serviced Notes are hereinafter referred to as "Loan Servicer Defendants."

18 **Tolling of The Statute of Limitations**

19 70. The statute of limitations on Plaintiffs' claims has not run.

20 71. On June 23, 2008 a putative class action lawsuit entitled *Vasquez, et al. v.*
21 *California School of Culinary Arts, Inc., et al.* ("*Vasquez*") was filed in the Los Angeles County
22 Superior Court. Each plaintiff named herein is a member of that putative class. That action
23 remains an ongoing putative class action, wherein a motion for class certification is scheduled to
24 be filed, and probably heard, in 2011. The claims asserted in this action arise from the same facts
25 and injuries as the claims asserted in *Vasquez* and are asserted by members of the *Vasquez* putative

26 _____
27 ⁵ These claims may be asserted directly against CEC and CSCA, which also hold Notes,

1 class. Accordingly, the running of the applicable statutes of limitation on Plaintiffs' claims has
2 been equitably tolled beginning June 23, 2008 by the pendency of *Vasquez* as a putative class
3 action and remains tolled as of the filing of this complaint.

4
5 **First Cause of Action for Fraud**
(Against the School Defendants and the Lender Defendants)

6 72. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

7 73. As part of the Fraud, the School Defendants knowingly and intentionally made
8 numerous false and/or misleading representations of material fact with the intent to deceive and/or
9 induce reliance by Plaintiffs. The School Defendants further failed to disclose and concealed facts
10 that they were required to disclose to prevent other statements that they had made from being false
11 and misleading. Plaintiffs actually and reasonably relied on these misrepresentations, omissions,
12 and concealments resulting in substantial damages to Plaintiffs in the form of tuition and expenses
13 paid, loan principal and interest obligations incurred, work time lost, life opportunities lost,
14 damage to credit, and emotional, psychological, and other injuries incurred.

15 74. As a direct and proximate result, each Plaintiff has been damaged in a sum in
16 excess of the jurisdictional limits of this Court.

17 75. Defendants' herein-alleged wrongful acts and omissions, and each of them, were
18 knowingly, willfully, intentionally, maliciously, oppressively, and fraudulently undertaken with
19 the express purpose and intention of defrauding Plaintiffs, and each of them, all to the substantial
20 financial benefit of Defendants, and each of them, entitling Plaintiffs to punitive damages.

21
22 **Second Cause of Action for**
Violation of California Business and Professions Code § 17200, et seq.
[The Unfair Competition Law]
23 **(Against the School Defendants and the Lender Defendants)**

24 76. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

25 77. California Business and Professions Code § 17200, *et seq.*, (the "Unfair
26 Competition Law" or "UCL") authorizes private lawsuits to enjoin acts of "unfair competition,"
27 which includes any unlawful, unfair, or fraudulent business practice.

1 78. The UCL imposes strict liability. Plaintiffs need not prove defendant intentionally
2 or negligently engaged in unlawful, unfair or fraudulent business practices—but only that such
3 practices occurred.

4 79. The material misrepresentations, concealments, and non-disclosures by the School
5 Defendants are unlawful, unfair, and fraudulent business practices prohibited by the UCL.

6 80. The School Defendants violated the UCL by engaging in the following *unlawful*
7 business acts and practices, among others:

- 8 a. Committing common law fraud;
- 9 b. Violating the Consumer Legal Remedies Act, California Civil Code §
10 1770, *et seq.*, as alleged more fully below;
- 11 c. Violating 20 U.S.C. § 1094(a)(8), by failing to provide information
12 substantiating the truthfulness of published placement statistics at or before the
13 time of the potential student’s application;
- 14 d. Violating 16 CFR 254.4(d), by misrepresenting graduates’ career success
15 and salaries;
- 16 e. Violating 34 CFR 668.8, by including jobs in placement statistics that were
17 not in the recognized occupation for which students were trained or in a related
18 comparable recognized occupation;
- 19 f. Violating 34 CFR 668.14(b)(10), by failing to provide information
20 substantiating the truthfulness of published placement statistics at or before the
21 time of the potential student’s enrollment;
- 22 g. Violating the Private Postsecondary Education Reform Act of 1989
23 (“Reform Act”) in various ways including, without limitation, those identified
24 in the Fourth Cause of Action below, which is incorporated in its entirety as
25 though repeated here. At all relevant times the Reform Act was either the law
26 of the State of California or the School Defendants were obliged to follow it by
27

1 contracting with the State of California to do so, for the benefit of all CSCA
2 prospective students and students, including Plaintiffs and each of them.

3 81. The School Defendants' above-alleged actions and each of them further constituted
4 *unfair* business acts and practices since the actions were deceptive, sharp, immoral, unethical,
5 oppressive, unscrupulous, substantially injurious, and operate to the competitive disadvantage of
6 other schools that do not engage in such practices. Moreover, the injury to Plaintiffs was
7 substantial and outweighs the utility of the School Defendants' practices.

8 82. The School Defendants' above-alleged actions and each of them further constituted
9 *fraudulent* business acts and practices since the actions were likely to, and did, deceive the public
10 and likely will mislead the public in the future.

11 83. At all relevant times, the School Defendants used the Le Cordon Bleu moniker and
12 marketed their Le Cordon Bleu affiliation, pursuant to a license agreement between CEC and Le
13 Cordon Bleu (the "LCB License Agreement"), as an inducement to potential students to enroll at
14 CSCA. At all relevant times, the School Defendants violated terms contained and existing in the
15 LCB License Agreement—including class-size limitations and promises to ensure students are
16 provided with all necessary support systems—which were specifically intended to benefit CSCA
17 students, including Plaintiffs. The LCB License Agreement was effective at all relevant times
18 and, pursuant to those limitations, the School Defendants had a legal duty to their licensor and
19 Plaintiffs to conform to its quality and instruction requirements, which the School Defendants
20 disregarded. The School Defendants' violations of the LCB License Agreement, combined with
21 the above-alleged actions and each of them, constituted unlawful, unfair, and fraudulent business
22 acts or practices.

23 84. Regardless of whether Plaintiffs were intended beneficiaries of the LCB License
24 Agreement, CSCA's use of the Le Cordon Bleu moniker and its marketing of CSCA's Le Cordon
25 Bleu affiliation as an inducement to potential students to enroll at CSCA, all while failing to
26 comply with the quality standards enumerated in the LCB License Agreement—including class-

27

1 size limitations and promises to ensure students are provided with all necessary support systems—
2 constituted unlawful, unfair, and fraudulent business acts or practices.

3 85. Pursuant to Cal. Bus. & Prof. Code § 17204, an action for unfair competition may
4 be brought by any “person . . . who has suffered injury in fact and has lost money or property as a
5 result of such unfair competition.” The School Defendants’ wrongful misrepresentations and
6 omissions have directly and seriously injured Plaintiffs by causing them to enroll and pay for a
7 CSCA education that is of no value or far less value than represented by CSCA.

8 86. The unlawful, unfair, and fraudulent business practices of Defendants are ongoing
9 and present a continuing threat that members of the public will be misled into attending CSCA.

10 87. Pursuant to the UCL, Plaintiffs are entitled to preliminary and permanent injunctive
11 relief ordering the School Defendants to cease this unfair competition, as well as disgorgement
12 and restitution to Plaintiffs of all money collected and Notes made or held in connection with the
13 School Defendants’ unfair competition, or such portion of those revenues as the Court may find
14 equitable.

15
16 **Third Cause of Action for**
17 **Violation of California Civil Code § 1770, et seq.**
18 **[The Consumer Legal Remedies Act]**
19 **(Against the School Defendants and the Lender Defendants)**

20 88. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

21 89. The Consumers Legal Remedies Act (the “CLRA”) creates a non-exclusive
22 statutory remedy for unfair methods of competition and unfair or deceptive acts or business
23 practices. *See Reveles v. Toyota by the Bay*, 57 Cal. App. 4th 1139, 1164 (1997). Its self-declared
24 purpose is to protect consumers against unfair and deceptive business practices and to provide
25 efficient and economical procedures to secure such protection. Cal. Civil Code §1760. The
26 CLRA was designed to be liberally construed and applied in favor of consumers to promote its
27 underlying purposes. *Id.*

28 90. The School Defendants have violated paragraphs 5, 7, 9, and 19 of Cal. Civ. Code
29 § 1770(a) by engaging in the unfair and/or deceptive acts and practices set forth herein. The

1 School Defendants' unfair and deceptive business practices in carrying out the Fraud were and are
2 undertaken in transactions with consumers that were and are intended to and did and do result in
3 the purchase of the School Defendants' services by consumers, including Plaintiffs, in violation of
4 the CLRA. Cal. Civil Code § 1770, *et seq.*

5 91. As a result of the School Defendants' unfair and/or deceptive business practices,
6 Plaintiffs and all purchasers of the School Defendants' services have suffered damage and lost
7 money in that they paid for services that were not as represented, but were substantially inferior.
8 Plaintiffs seek and are entitled to an order enjoining the School Defendants from continuing to
9 engage in the unfair and deceptive business practices alleged herein.

10 **Fourth Cause of Action for**
11 **Violations of Former Education Code Section 94700, *et seq.***
12 **[Private Postsecondary and Vocational Education Reform Act of 1989]**
(Against the School Defendants and the Lender Defendants)

13 92. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

14 93. At all relevant times up to and including June 30, 2007, the School Defendants
15 were obligated to comply with the provisions of the Private Postsecondary and Vocational
16 Education Reform Act of 1989, Educ. Code §§ 94700, *et seq.* (the "Reform Act"). Even after the
17 expiration of the Reform Act on June 30, 2007, however, the School Defendants were obligated to
18 comply with its provisions because they entered a voluntary agreement with the California
19 Department of Consumer Affairs to do so. This Agreement is attached hereto as Exhibit 21.

20 94. The School Defendants committed the following violations of the Reform Act:

- 21 a. The School Defendants violated Educ. Code § 94832(a) by making or
22 causing to be made numerous statements that were untrue or misleading, either
23 by actual statement, omission, or intimation. These acts and omissions have
24 been alleged extensively above but include, without limitation,
25 misrepresentations and omissions regarding: the positions and wages that
26 CSCA's Programs lead to and the assistance CSCA provides in obtaining them,
27 CSCA's selectivity, CSCA's graduates' financial prospects, the affordability of

1 CSCA's Programs, and CSCA's reputation in the job market for culinary
2 professionals.

3 b. The School Defendants violated Educ. Code § 94832(b) by engaging in
4 numerous false, deceptive, misleading, or unfair acts in connection with
5 advertising and promotion, the recruitment of students for enrollment, the offer
6 or sale of a program of instruction, job placement, training and instruction, the
7 collection of payments, and/or the withholding of equipment, educational
8 materials, or loan or grant funds from students. These acts and omissions have
9 been alleged extensively above but include, without limitation
10 misrepresentations, intimations, and omissions regarding: the positions and
11 wages that CSCA's Programs lead to and the assistance CSCA provides in
12 obtaining them, CSCA's selectivity, CSCA's graduates' financial prospects, the
13 affordability of CSCA's Programs, and CSCA's reputation in the job market for
14 culinary professionals.

15 c. The School Defendants violated Educ. Code § 94832(l) by directing their
16 representatives to perform unlawful acts.

17 d. The School Defendants and their representatives violated Educ. Code §
18 94830(h) by presenting false or misleading information to prospective students
19 relating to CSCA and employment opportunities.

20 e. The School Defendants and their representatives violated Educ. Code §
21 94859 (a) & (b) in that, before executing enrollment agreements with Plaintiffs,
22 the School Defendants and their representatives failed to provide the students
23 with required disclosures and the disclosures that they provided were inaccurate
24 and misleading. As an example, and without limitation, in violation of Educ.
25 Code § 94859(a)(2)(B) the School Defendants provided misleading placement
26 rates not calculated in compliance with Educ. Code § 94854 in that these
27 statistics included employment in occupations or job titles other than those to

1 which the courses of instruction were represented to lead. Additionally, the
2 School Defendants and their representatives violated Educ. Code § 94859(b) by
3 failing to document all the facts required to substantiate the information
4 required by Educ. Code § 94859(a)(2).

5 f. The School Defendants and their representatives violated Educ. Code §
6 94859(a)(4) in that, before executing enrollment agreements with Plaintiffs, the
7 School Defendants and their representatives failed to provide students with a
8 current catalog or brochure containing information describing all of the
9 occupations or job titles to which the programs of instruction were represented
10 to lead and all other material facts concerning the institution and the programs
11 of instruction that might reasonably affect the students' decisions to enroll.

12 g. The School Defendants and their representatives violated Educ. Code §
13 94859(a)(2)(D) by making express or implied claims about the salary that may
14 be earned after completing CSCA's Culinary Program and by failing to
15 disclose: (i) the percentage of students who were originally scheduled, at the
16 time of enrollment, to complete the program of instruction in the most recent
17 calendar year that ended not less than six months prior to the date of disclosure
18 who earn salaries at or above the claimed level; and (ii) the ranges of monthly
19 salaries earned by these students in two hundred dollar (\$200) increments and
20 the number of these students in each salary range.

21 h. The School Defendants and their representatives violated Educ. Code §
22 94859(f) by obtaining signed enrollment agreements from Plaintiffs without
23 providing students with a reasonable opportunity to review the claims and
24 disclosures referenced above.

25 i. The School Defendants and their representatives violated Educ. Code §
26 94872 by failing to administer valid standardized tests to Plaintiffs prior to
27 entering into enrollment agreements with them, that were designed to measure,

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and that reliably and validly measured, a student’s ability to be successfully trained to perform the tasks associated with the occupations or job titles to which the programs of instruction were represented to lead.

95. The School Defendants and their representatives willfully committed the above violations, and the School Defendants and their representatives are therefore subject to the civil penalty provisions provided by Educ. Code § 94877(c), entitling Plaintiffs to recover a civil penalty of up to double damages.

96. Pursuant to the Reform Act, Plaintiffs seek restitution, damages, and a civil penalty of double damages.

**Fifth Cause of Action for Breach of Contract
(Against the School Defendants and the Lender Defendants)**

97. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

98. As set forth above, effective July 1, 2007, the School Defendants entered an agreement with the California Department of Consumer Affairs to comply with all state statutes, rules, and regulations pertaining to private postsecondary institutions as they existed on June 30, 2007 (the “Compliance Agreement”). Pursuant to the Compliance Agreement, the School Defendants were obligated to comply with the Reform Act for the duration of the relevant period. *See Exhibit 21.*

99. As the Compliance Agreement states, its purpose was “ensuring continued student protection after [the Reform Act] became inoperative.” *Id.* Thus the Compliance Agreement was made expressly for the benefit of California students, including Plaintiffs. Accordingly, Plaintiffs are entitled to enforce this contract as third party beneficiaries.

100. As set forth above, the School Defendants violated the Reform Act. Each such violation constitutes a breach of the Compliance Agreement.

101. Plaintiffs have been damaged by the School Defendants’ breaches of the Compliance Agreement.

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**Sixth Cause of Action for
Declaratory Relief
(Against the Lender Defendants)**

102. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here. As set forth in detail above, there is an actual controversy between Plaintiffs and the holders of all Notes regarding the validity and enforceability of the Notes. Note holders maintain that the notes are valid and enforceable whereas Plaintiffs dispute this and contend that they are unenforceable in their entirety (and further that all those who at any time held any Note must return all payments collected thereon). Pursuant to Code of Civil Procedure § 1060, Plaintiffs are entitled to and hereby seek a declaration that all the Notes are void, voidable, and/or unenforceable in their entirety, or in such part as the Court may determine.

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**Seventh Cause of Action for Money Had and Received
(Against the Loan Servicer Defendants Only)**

103. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

104. Each of the Loan Servicer Defendants has collected loan payments and related charges and/or penalties paid by Plaintiffs on one or more Notes and retained some or all of these funds.

105. The Loan Servicer Defendants gained control of these amounts as a result of the above alleged fraudulent and misleading actions of the School Defendants.

106. Plaintiffs are entitled to recover these funds pursuant to the Holder Clause as set forth above.

107. Plaintiff seeks an order requiring the Loan Servicer Defendants to (1) pay damages according to proof; (2) immediately cease collection of any amounts due under the Notes; (3); make full restitution of all funds wrongfully obtained; and (4) disgorge all revenues and/or profits stemming from the Notes.

**Eighth Cause of Action for Unjust Enrichment
(Against the Loan Servicer Defendants Only)**

108. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

1 109. The Loan Servicer Defendants have collected loan payments and related charges
2 and/or penalties from Plaintiffs and retained some or all of these funds.

3 110. The Loan Servicer Defendants gained control of these amounts as a result of the
4 above alleged fraudulent and misleading actions of the School Defendants.

5 111. Retention of these funds at the expense of Plaintiffs is unjust because Plaintiffs are
6 entitled to recover these funds pursuant to the Holder Clause as set forth above.

7
8 **Ninth Cause of Action for Constructive Trust**
9 **(Against the Loan Servicer Defendants Only)**

9 112. Plaintiffs incorporate each of the foregoing paragraphs as though repeated here.

10 113. The Loan Servicer Defendants have collected loan payments and related charges
11 and/or penalties from Plaintiffs and retained some or all of these funds.

12 114. The Loan Servicer Defendants gained control of these amounts as a result of the
13 above alleged fraudulent and misleading actions of the School Defendants.

14 115. As set forth above, Plaintiffs are entitled to recover these funds pursuant to the
15 Holder Clause.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiffs pray for relief and judgment as follows—*except that Plaintiffs*
18 *do not seek monetary remedies under the CLRA at this time:*

19 1. For preliminary and permanent injunctive relief enjoining Defendants CEC and
20 CSCA, their agents, servants and employees and all persons acting in concert with them from
21 implementing their Fraud and from continuing to engage in the unfair, unlawful and/or fraudulent
22 business practices alleged above and that may yet be discovered in the prosecution of this action;

23 2. For restitution and disgorgement of all money or property wrongfully obtained by
24 Defendants, including without limitation all Notes and all proceeds of Notes;

25 3. For damages;

26 4. For punitive damages against Defendants in an amount sufficient to punish and set
27 an example;

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5. For a civil penalty of up to double damages caused by the School Defendants' violations of the Reform Act and derivatively against the Lender Defendants pursuant to the Holder Clause;

6. For an accounting by each and all Defendants for any and all profits derived by them from the herein-alleged unlawful, unfair, and/or fraudulent conduct and/or business practices;

7. For an injunction precluding the enforcement of each, every, and all Notes made by Plaintiffs, or any of them, by any of the Defendants, their successors, and their successors and assigns;

8. For a declaration that Plaintiffs' Notes are void, voidable, and/or otherwise unenforceable;

9. For imposition of a constructive trust against the Loan Servicer Defendants on all Notes made by and all monies paid by Plaintiffs under the terms of the Notes;

10. For attorneys' fees and expenses pursuant to all applicable laws including, without limitation, contract, Civil Code section 1717, Code of Civil Procedure §1021.5, former Reform Act § 94877(b); and the common law private attorney general doctrine;

11. For costs of suit;

12. For such other and further relief as the Court deems just and proper.

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Date: April 18, 2011

RESPECTFULLY SUBMITTED,

KIRTLAND & PACKARD LLP

Michael Louis Kelly

Behram V. Parekh

Joshua A. Fields

By: 

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San Rafael, CA 94901

Phone: 310.338.1114

Facsimile: 310.338.1199

*Counsel for Plaintiffs and all others similarly
situated*

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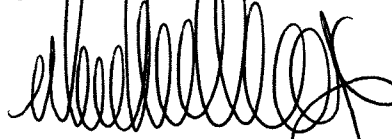
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all causes of action so triable.

Date: April 18, 2011

RESPECTFULLY SUBMITTED,

**KIRTLAND & PACKARD LLP
GALLO & ASSOCIATES**




By:

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*Counsel for Plaintiffs and all others similarly
situated*


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address _____

city _____

state/zip _____

phone () _____

best time to call _____

e-mail _____

I have a friend who might be interested in learning about CSCA:

name _____

address _____

city/state/zip _____

phone () _____


My interest is in the following Le Cordon Bleu programs:


- Culinary Arts / Non Degree Program
- Bread Baking & Pastry Diploma Program
- French Pastry & Baking Diploma Program
- Restaurant Hospitality & Restaurant Management Diploma Program

And Also...

- I would like to arrange for a tour of the campus
- I would like to arrange an interview with an admissions representative

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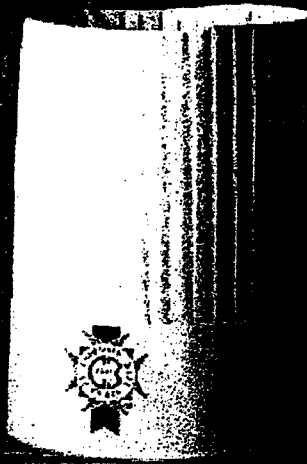
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12-month Hospitality &
Restaurant Management.

Financial Aid available for those who qualify.
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- Chocolatier
- Executive Chef
- Sous Chef
- Personal Chef
- Pastry Chef
- Saucier
- Restaurant Manager
- Restaurant Owner
- Hotel Manager
- Banquet Manager
- Caterer
- Food Critic or Writer
- Consultant
- Food Stylist

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Careers in the Culinary Arts

- Banquet Chef
- Food & Beverage Manager
- Corporate Executive Chef
- Food Writer
- Food Stylist
- Recipe/Cookbook Editor
- Culinary Author
- Restaurant Consultant
- Television Chef
- Radio Talk Show Host
- Television Culinary Producer
- Country Club Manager
- Dietary Chef Supervisor
- Resort/Cruise Chef
- Event Planner/Manager
- Chef/Owner
- Personal Chef
- Garde Manger Chef
- Pastry Chef
- Restaurant Manager
- Executive Chef
- Catering Manager
- Caterer
- Chocolatier

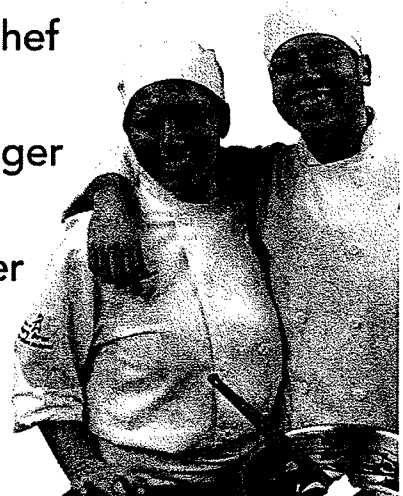
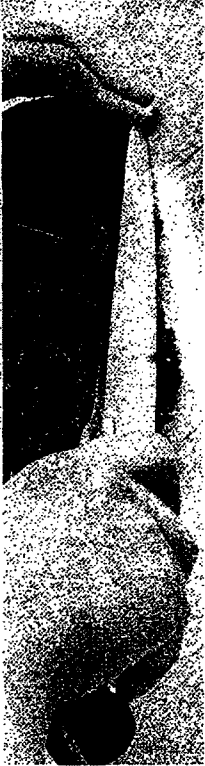


Exhibit 4

The Culinary & Hospitality Industry means opportunity!



The second largest employer in the U.S.

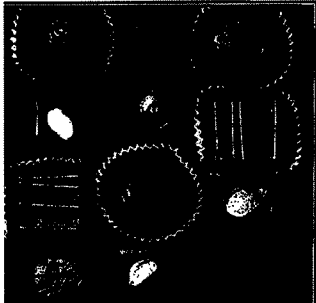
- American restaurants and eating establishments employ 12.5 million people – the second largest employer in the U.S.
- In 2006, the industry's 925,000 locations will serve 70 billion meals and snacks
- Close to 50¢ of every food dollar will be spent in restaurants

The Hospitality Industry takes care of hundreds of thousands of business men and women and families!

- The Hospitality Industry employs more than 1.8 million people
- Over 60,000 establishments are in the industry
- Hospitality professionals work in restaurants, spas, hotels & cruise lines

Sources: www.careervoyages.gov/hospitality-main.cfm

- Chef
- Caterer
- Catering Manager
- Personal Chef
- Garde Manger Chef
- Pastry Chef
- Pastry Manager
- Banquet Chef
- Corporate Chef
- Restaurant Manager
- Hotel Manager



Careers



California School
of Culinary Arts
Le Cordon Bleu Programs

In the

Culinary Arts

- Banquet Chef
- Food & Beverage Manager
- Corporate Executive Chef
- Food Writer
- Food Stylist
- Recipe/Cookbook Editor
- Culinary Author
- Restaurant Consultant
- Internet Chef
- Television Chef
- Radio Talk Show Host
- Television Culinary Producer
- Country Club Manager
- Dietary Chef Supervisor
- Resort/Cruise Chef
- Event Planner/Manager
- Chef/Owner
- Personal Chef
- Garde Manger Chef
- Pastry Chef
- Restaurant Manager
- Executive Chef
- Caterer
- Catering Manager
- Chocolatier

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Exhibit 6

CSCAP00002087

Career Choices

The Bleu Sky is
the Limit



- Caterer
- Catering Manager
- Chef/Owner
- Personal Chef
- Garde Manger Chef
- Pastry Chef
- Banquet Chef
- Butcher
- Corporate Chef
- Culinary Trainer
- Restaurant Consultant
- Chocolatier
- Restaurant Manager
- Country Club Manager
- Dietary Chef Supervisor
- Resort/Cruise Chef
- Event Planner/Manager
- Sommelier
- And much more...





California School
of Culinary Arts
Le Cordon Bleu Programs



Top Ten Reasons to Attend California School of Culinary Arts

- 1. Le Cordon Bleu**

Since its founding in Paris in 1895, Le Cordon Bleu has produced some of the world's finest chefs, and continues to be dedicated to promoting the advancement of education, training and the appreciation of cuisine and hospitality management worldwide.
- 2. Reputation**

Through its strong affiliation with the American Culinary Federation and its partnership with Le Cordon Bleu International, California School of Culinary Arts has a deserved reputation for educational excellence.
- 3. Outstanding Faculty**

As the largest provider of quality culinary education in the world, our faculty boasts a fraternity that spans five continents. Our consistent co-teaching approach, which emphasizes cross-training and regular guest faculty from Le Cordon Bleu International, ensures our students a global perspective.
- 4. Programs**

Comprehensive, well-rounded training in multiple areas of the culinary and hospitality industries: Le Cordon Bleu Culinary Arts Associates of Occupational Studies Degree, Le Cordon Bleu Patisserie & Baking Diploma, Le Cordon Bleu Hospitality & Restaurant Management Diploma. These programs allow students to plan on a consistent schedule throughout the year. Culinary and Patisserie & Baking students have the flexibility to attend morning, mid-day or evening programs.
- 5. Competency-Based**

Students in the culinary program receive training in over 450 competency-based culinary proficiencies. All programs finish with a practical, structured externship in a property related to their career. Our externship coordinators work with properties throughout the nation and foreign countries to set up externships, many of which lead to full-time employment upon graduation.
- 6. Career Services**

Since 1994, our Career Services department has been developing a national and international network of positive industry contacts for current students and graduates and boasts an impressive list of current and past placements at some of the finest establishments in the world. [Click here](#) to view a list of some of our recent placements.
- 7. Campus Location**

CSCA's centralized location within Pasadena allows students easy access to the booming Southern California wine industry and organic movement: the wine-growing regions of both Temecula and the Santa Inez Valley are within easy driving distance of the school; outdoor farmers markets abound; access to local growers to provide the freshest and highest quality foods to work with.
- 8. Pasadena**

A case-study example of vibrant city life, Pasadena is a fashionable, artistic community that values education and new ideas. Along with CSCA, world-renowned colleges and universities such as the Art Center College of Design, Cal Tech, and Fuller Theological Seminary provide a stimulating environment for all those who call Pasadena home. The city offers a comfortable blend of friendly, tree-lined neighborhoods, parks, shopping, restaurants, and nightlife, and is easily accessible by freeway and light rail. A wide range of housing opportunities are available here and in neighboring communities.
- 9. Los Angeles, CA**

A cultural and culinary melting pot, Los Angeles' vast geography boasts whole communities that provide authentic cuisine from every corner of the world. Home to celebrity chefs Wolfgang Puck, Susan Feniger, Mary Sue Milliken, Nancy Silverton, Nobu Matsuhisa, David Myers, Benjamin Ford, Suzanne Goin, Josiah Citrin (just to name a few), the City of Angels offers endless opportunities for the ambitious graduate.
- 10. Southern California**

Southern California has literally defined the recreation and resort lifestyle for the past century. The varied industries that seek our graduates converge in this one area: four-star hotels & resorts, thousands of new restaurants, the cruise ship industry with the worldwide hub of Long Beach, the entertainment industry, the sports industry....the career options are endless. Additionally, the Southern California lifestyle is unbeatable: over 300 days of sunshine a year, miles of white sand beaches, and multiple mountain ranges all within Los Angeles city limits.



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California School of Culinary Arts – 15-month Culinary Arts AOS Degree.
You'll gain more expertise in 15 months than in years of working your way up the
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And begin a successful career that challenges and rewards you every day.



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Programs offered:

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Financial Aid available for those who qualify
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30-week Patisserie & Baking

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California
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Exhibit 11

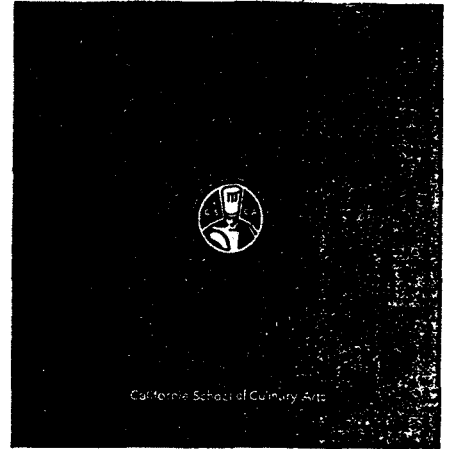
**Turn the heat up on your career.
Le Cordon Bleu Pâtisserie & Baking**

Create your own path to success through your passion for baking. Become a Le Cordon Bleu level pastry chef in an artistic field where your skills are in demand and the sky's the limit.

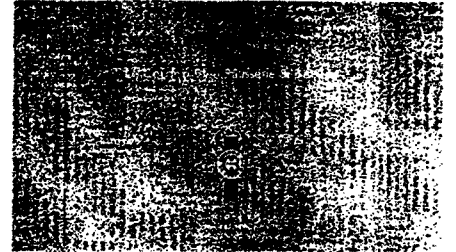
Give rise to your success.

Whether you've ever dreamed of owning your own bakery, cafe or special-occasion catering company, or become an executive level pastry chef for a four-star restaurant, the Le Cordon Bleu Pâtisserie & Baking Program at CSCA is perfect for you.

Our program encompasses a wide range of baking and pastry techniques, from old-world traditions to modern innovations. And by offering our comprehensive, accelerated program with flexible scheduling, you can be well on your way to your dream career in as little as one year.



Your Future
Looks Sweet.



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CSCAP00002071



CALIFORNIA SCHOOL OF CULINARY ARTS

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Toll-free 1-866-293-4484 • www.calchef.com/dmi



Dear «First»,

Senior year is about to begin—what better time to start exploring your career options. Like considering your interest in the culinary arts. It's true, a gourmet lifestyle can be yours after high school...if you know where to start.

If you're the kind of person who has always dreamed of becoming a professional chef, we can help turn your dream into a reality...at the California School of Culinary Arts.

Located just 20 minutes from downtown LA at the base of the San Gabriel mountains in beautiful Pasadena, the California School of Culinary Arts is one of the most well-known and respected schools to learn the classic and contemporary techniques of Le Cordon Bleu Culinary Arts. At CSCA, you'll enjoy an ideal environment to develop your own signature style and gain the valuable experience you need for an exciting career in the culinary arts.

CSCA is committed to your success on many levels, including:

- Dedicated career placement assistance for all graduates.
- Top-notch instruction from skilled chefs, helping you develop your own style.
- Flexible class schedules offered days, afternoons and evenings.
- Financial aid for those who qualify, and tuition planning assistance is available to all students.

«First», in less time than you think, you could turn your interest in the culinary arts into a rewarding career after high school. Call California School of Culinary Arts, toll-free at 1-866-293-4484. Or better yet, fill out and return the attached reply slip in the enclosed, postage-paid envelope.

Sincerely,

Tony Bondi

Tony Bondi, President

P.S. «First», you can even develop your front-of-the-house skills with our Le Cordon Bleu Hospitality and Restaurant Management program—someday you may run the finest destination spot in the country. Call today, toll-free at 1-866-293-4484, to find out more.



42CM 5025ABC

Please complete this reply slip and detach here.



California School of Culinary Arts
521 E. Green Street • Pasadena, CA 91101
Toll-free 1-866-293-4484
www.calchef.com/dmi

I'm interested in the following Le Cordon Bleu programs:

- Le Cordon Bleu Culinary Arts AOS Degree
- Le Cordon Bleu Hospitality & Restaurant Management Diploma
- Le Cordon Bleu Pâtisserie and Baking Diploma

«First» «Last»
488 E. Winchester St., Ste. 100
Salt Lake City, UT 84107-7523

Enter the code, from the list above, of the programs that interest you.

084140

CS DM

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Masters and mentors.

Courses are taught at successive levels under the technical guidance and close supervision of our skilled faculty.

These well-qualified, seasoned instructors bring wealth of real-world experience and skills to every classroom. Not only are they dynamic, interesting teachers, they're involved and supportive people, inspiring our students to discover their own creativity and to excel at the craft of Culinary Arts.



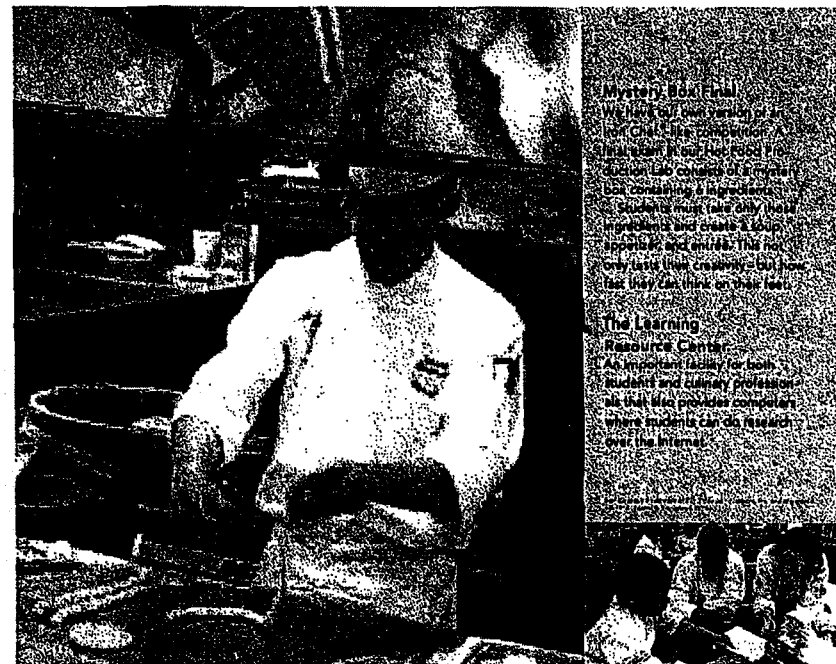
Exhibit 14

Where we separate the chefs from the cooks.

Our Pasadena campus, located in the historic Playhouse District, is only 20 minutes from Downtown LA and features our Culinary Arts AOS, Pâtisserie & Baking, and Hospitality & Restaurant Management programs.

This campus features the popular gourmet 561 Restaurant, where our students gain practical real world experience while showing off their skills. This building also houses The School Café and the Campus Cookstore. Excited, determined students flow through our hallways into our 20 lecture/teaching kitchen labs and 13 classrooms. Our labs feature industry-current commercial equipment and

are designed for maximum efficiency, usability, and comfort. They offer a great proving ground to replicate the kind of fast-paced environment our graduates will experience on the job. This is where our instructors demonstrate in detail the food preparation and cooking techniques required by classic recipes. And it's where our students learn first-hand how to master such techniques while finding their own distinctive style.



Mystery Ingredient
 We have a new tradition at the Culinary Arts Center. Each year, we select a mystery ingredient for our Culinary Arts Center's Mystery Ingredient Contest. It's a challenge for our students to identify the ingredient. The contest is held every year and is a great way to test their knowledge and creativity. This year, the mystery ingredient is...
 Only use their creativity to solve the mystery. Can they do it?

The Learning Resource Center
 An important facility for our students and culinary professionals that also provides computers where students can do research and the internet.

Featured Artists.

Our student and graduate population represent a wide spectrum of faces and ages. From graduates fresh from high school and junior colleges, to those embarking on second (and sometimes third) careers. From home-grown talent to students who've crossed state and international borders.

It starts with a passion. Our students are imaginative and motivated. And they seek career fulfillment and success. CSCA students are "have-to-be's." Not "wanna-be's."

"CSCA is a great place to explore all aspects of the restaurant industry. Whether you want to be a restaurant chef, a food stylist, a personal chef, a caterer, a pastry chef, or baker. It's all available here. It would take you forever in the real world to get that kind of exposure."

— Daniel Manning, Chef de Cuisine, AOC Restaurant, Los Angeles
CSCA Graduate, 1999



Exhibit 15

Holly Michener

Chef/Owner of Love That European Bakery in Arcadia, CA

Provenance: Walnut, CA
Degree: CSCA Culinary Arts AOS 2003

What made you decide to become a chef?

I had two degrees in music—from Fullerton College and from Berklee. I always wondered what else I could do. I love to cook. Cooked for my roommates. Made pies in the dorm. Then a friend suggested I go to cooking school and with that, everything just clicked.

How did you open Love That European Bakery?

Chef George helped me get an externship at this long-established, successful, award-winning bakery in Arcadia. One day, the owner decided to retire and asked if I'd like to buy the business. I jumped at it. My instructors and even teachers I'd never had at CSCA offered to help me get the business going. I opened Love That European Bakery in April of 2003, before graduating from CSCA. Business is booming.

What kind of success do you dream of?
I have more success than I ever imagined.

Jason Ringer

CSCA Student/Culinary AOS

Provenance: Logan, Utah

What made you decide to become a Chef?

I was always interested in cooking. Ever since I was kid, I would wake up on Saturday mornings and watch cooking shows instead of cartoons.

Who's your favorite CSCA instructor?

I haven't had an instructor I haven't liked. I really like Chef Brad Owen. We're the same age. Same meat and potatoes kind of guys. He has a strong passion and we feed off each other.

What's your specialty?

I love to cook Italian food. Rolling out the pasta dough is very relaxing. It's all about passion and love. I'd love to work with Giada De Laurentis from the Food Network. She loves doing what she does and I've had a lot of success with her recipes.

What's your advice for new students?

There's a world of difference between enjoying cooking and wanting to be a chef.

Make sure you have a serious passion for what you do.

Rebecca Asare-Bediako

CSCA Student/Pâtisserie & Baking

Provenance: Ghana, West Africa

What do you love most about desserts?

I love the artistry of creating specialty cakes and custom pastries. For me, it's a combination of sculpting and painting, except the clay and paint are delicious. I love to see the ingredients come to life.

Who were your favorite CSCA instructors?

Chef Chin in Baking 101: She prepares you for what's ahead and makes you feel at home.

She's amazing.

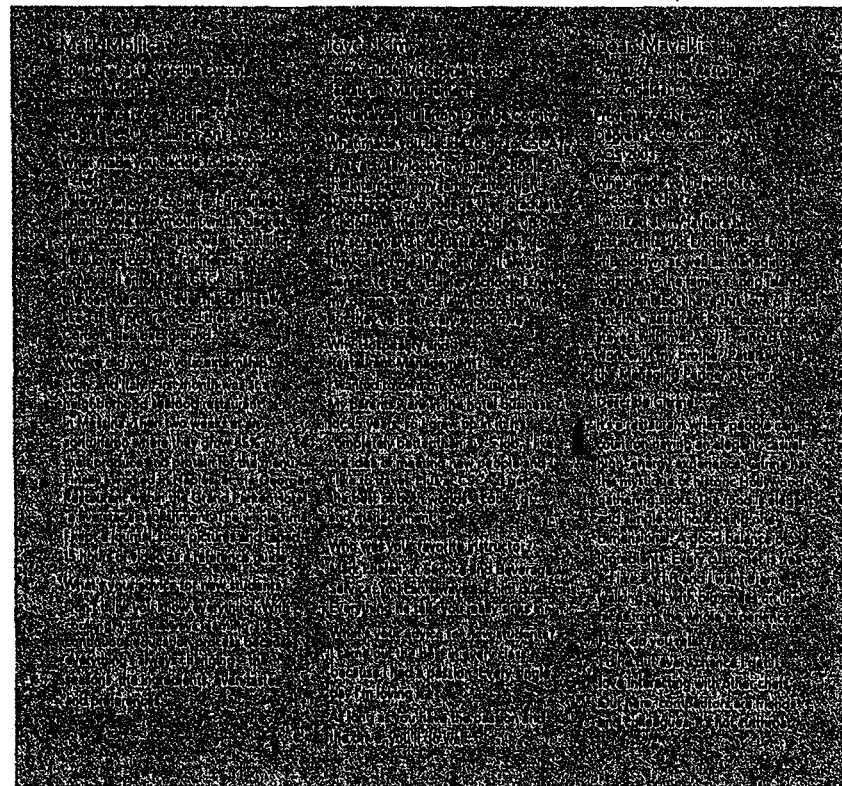
Chef Beckett in Production: She opens the door for you to take risks and you can talk to her about anything.

What would you like to do after graduation?

I would like to work for a reputable Southern California specialty cake bakery—my dream job would be to work for Topozios. My long-term goal is to create a bakery that specializes in artistic designs and classes for children to learn art through cooking.

How would you like a cooking magazine to describe you?

She spreads joy through her pastries.





Everything goes with a white jacket. Especially success.

With a career in the culinary arts, baking and pâtisserie, or hospitality management, the opportunities are endless.



Thousands of new restaurants, bistros, grills, high profile caterers, and hotels open every year.

Millions of potential customers are craving their next culinary adventure. In fact, the restaurant industry is the nation's largest retail employer. It has experienced robust and continued growth for more than 20 years. And job openings are expected to be strong, reaching a projected total of 13 million people, through 2010.

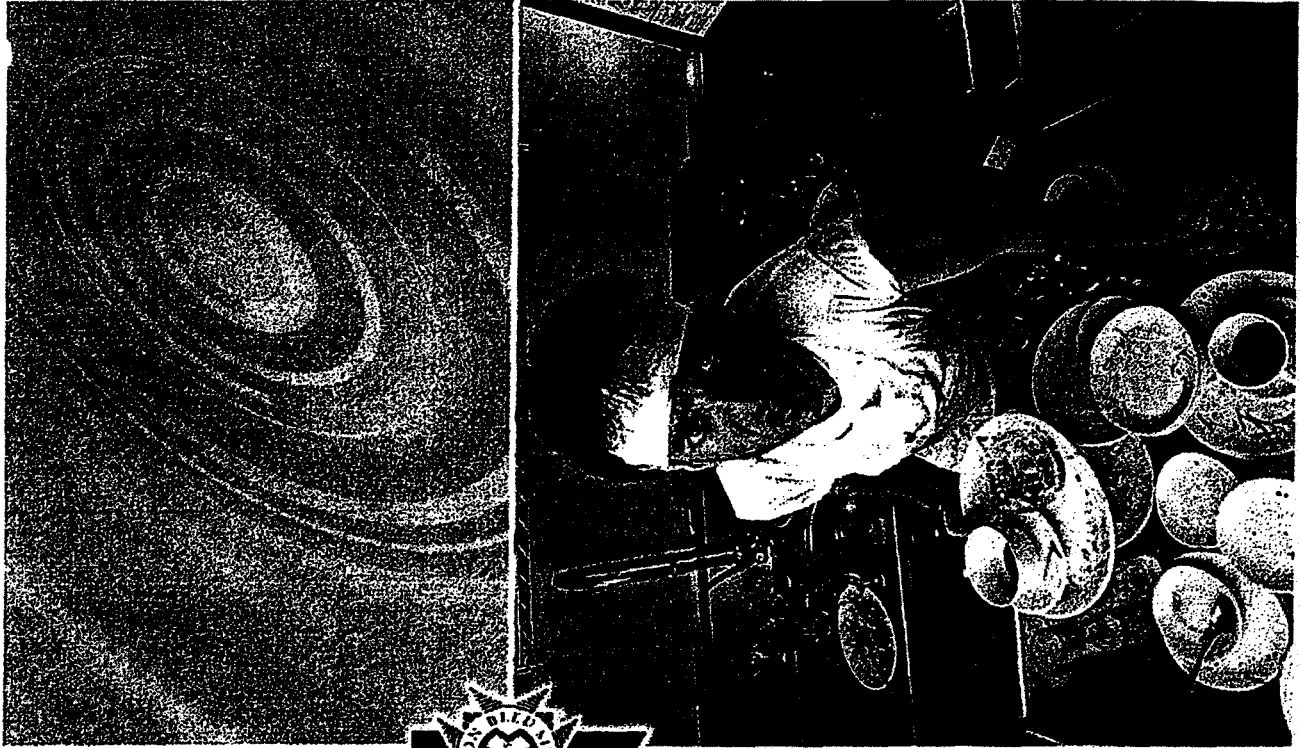
Imagine an exciting, high-energy career that can garner personal fulfillment, respect and fame. A profession that challenges and rewards you daily, feeds your passion for food and your thirst for adrenaline, and that allows your creative side the freedom to express itself and be appreciated. CSCA offers you the training and education required to take advantage of the diverse career opportunities found in the world of culinary arts and hospitality management.

ROAD TO YOUR CAREER

JOB OR CAREER... THERE
IS A BIG DIFFERENCE

JOB

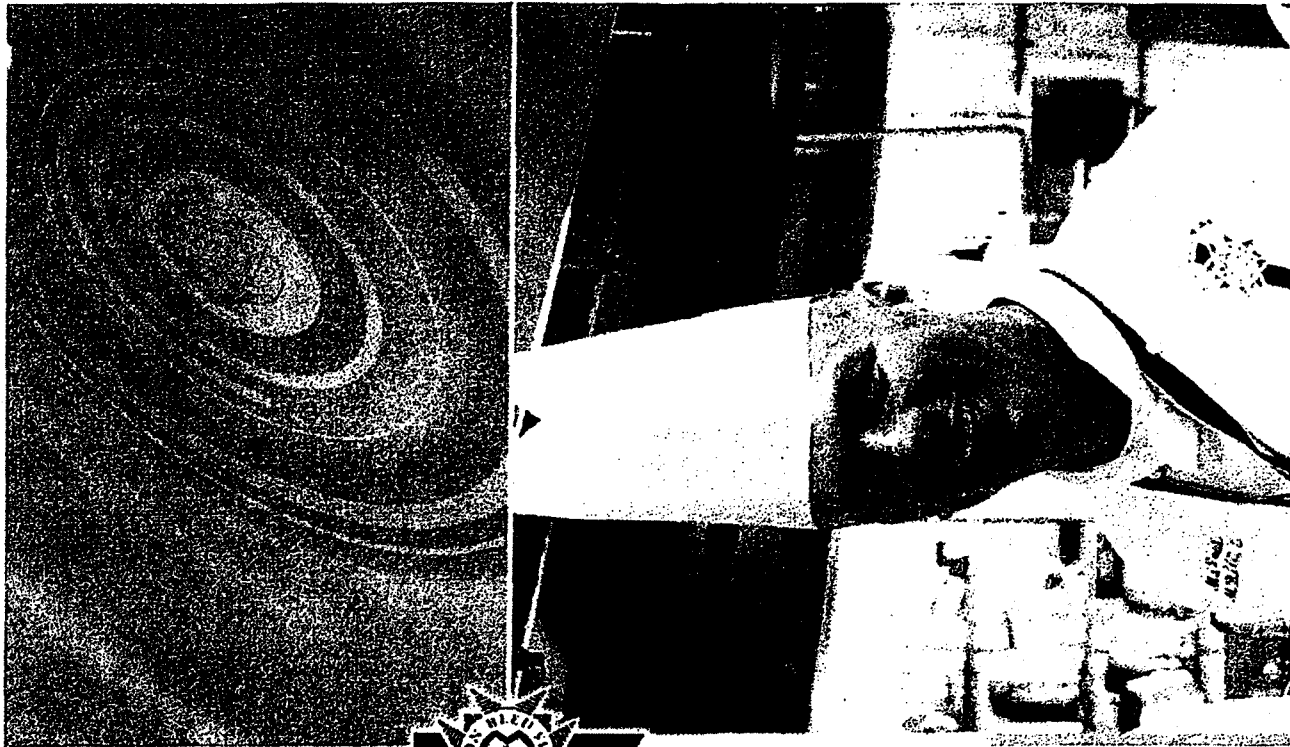
- Little or No Security
- Low Pay
- Small Raises
- Long Hours
- Few Opportunities



ROAD TO YOUR CAREER

CAREER

- Personal Professional Growth
- Competitive Pay
- Advancement Opportunities
- Challenging Work
- Employee Benefits



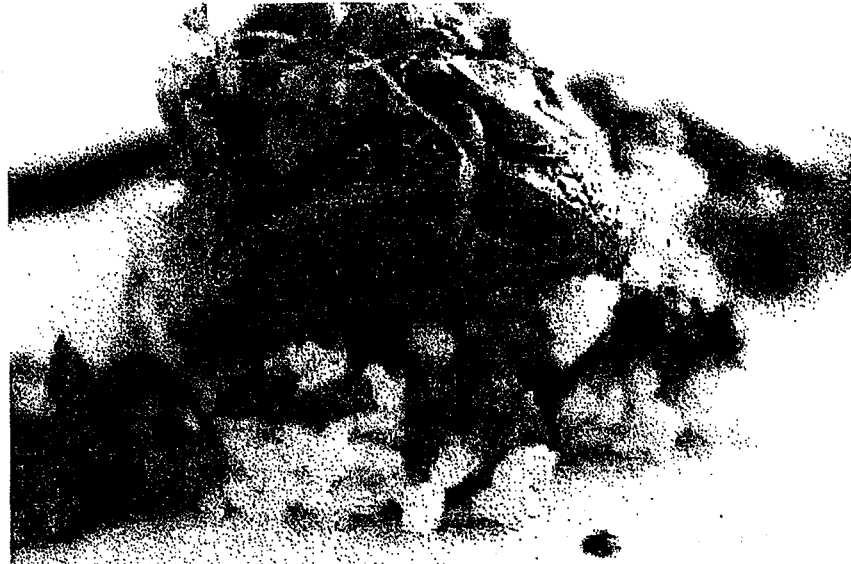
The sky's the limit.

Upon graduation, you should be fully prepared to make your mark in the culinary and hospitality industries.

CSCA offers a variety of programs and courses that will prepare you for a successful career in the industry. Our graduates are highly sought after by employers in the industry. Our graduates are highly sought after by employers in the industry.



Exhibit 18

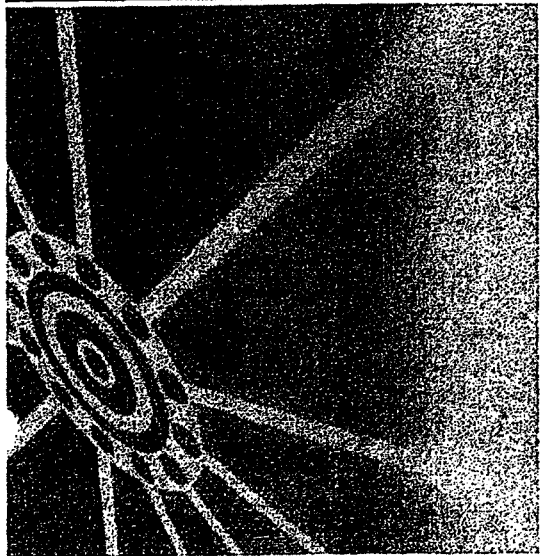


The future is in your hands.

Craft the perfect career out of your passion. Take hold of your future. And create as much success with a career in culinary arts as you can imagine. It's all possible at the California School of Culinary Arts.

Financing Options are Available.

CSCA offers both federal and state financial aid to those who qualify. Students also have access to various cash payment plans and alternative loan programs for financial assistance.

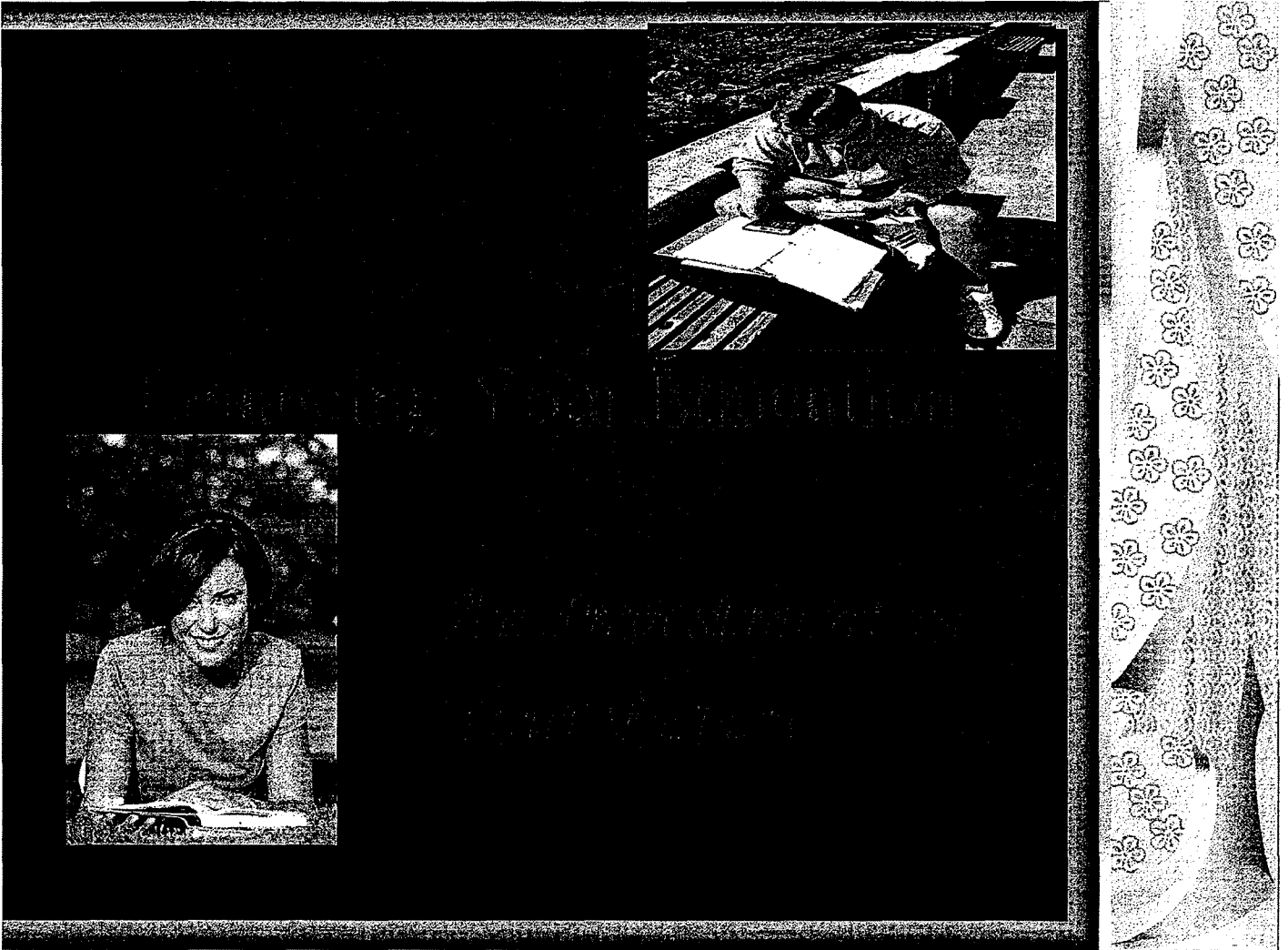


It's Your Choice



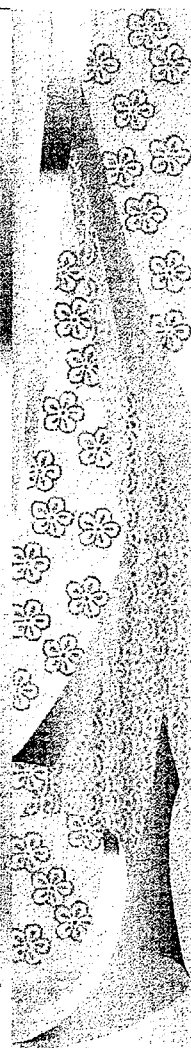
Traditional / Junior / Military
 Four Year / Community College

	Traditional / Four Year College	Junior / Community College	Military
5 Years	\$	\$\$	\$\$\$
4 Years	0	\$	\$\$
3 Years	0	0	\$
2 Years	0	0	0
1 Year	0	0	0



CSCAP00001848

CONGRATULATIONS!



CSCAP00001849



STATE AND CONSUMER SERVICES AGENCY • ANNELO B. SCHWARZKOPF, GOVERNOR
EDUCIATIVE OFFICE
1625 North Market Boulevard, Suite 6-308, Sacramento, CA 95834
P 916.574.8200 F 916.574.8613 | www.dca.ca.gov



Voluntary Agreement for an Educational Institution

Under the authority vested in the Director of the Department of Consumer Affairs ("Director") by Chapter 67 of the Statutes of 2007, the Director hereby enters into an agreement with the below-named educational institution. The below-named private postsecondary educational institution hereby agrees to comply with all of the following: state statutes, rules, and regulations pertaining to a private postsecondary institution or pertaining to a non-WASC regionally accredited institution as defined in Section 94740.5 of the Education Code, as it existed on June 30, 2007, in effect as of the close of business on June 30, 2007, that had a valid approval to operate or authorization pursuant to Section 94905 of the Education Code, as it existed on June 30, 2007, for the purpose of ensuring continued student protection after Chapter 7 (commencing with Section 94700) of Part 59 of Division 10 of Title 3 of the Education Code became inoperative. If executed timely, this agreement shall be effective retroactive to July 1, 2007.

For Institution:
Sign: [Signature] Date: 7/27/07
Name and Title: Anthony Bondi, President
(Please Print)
Name of Institution: Southern California School of Culinary Arts
Physical Address of Institution: DBA: California School of Culinary Arts
521 E. Green St.
Pasadena Ca. 91101
BPPVE School Code: 1940391

For Director:
Sign: _____ Date: _____
Name and Title: _____
(Please Print)



Office of the President

California Department of Consumer Affairs
VOLUNTARY AGREEMENT FOR AN EDUCATIONAL INSTITUTION

ADDENDUM

This document updates the Voluntary Agreement for an Educational Institution signed by Kitchen Academy, 6370 West Sunset Boulevard, Hollywood, California 90028 (BPPVE Code 57064382) on July 30, 2007.

On April 21, 2008, the Department of Consumer Affairs was notified that Kitchen Academy has changed its name to California School of Culinary Arts. This Voluntary Agreement should be updated to reflect this new name. All other terms and conditions as outlined by the DCA remain unchanged.

Submitted on behalf of the institution:

Anthony Bondi, President, California School of Culinary Arts

4/21/08

Date



California Culinary Federation
Le Cordon Bleu Programs
521 E. Green Street
Pasadena, CA 91101
direct: 626.229.1302
fax: 626.585.0486
www.calchef.com

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
1	Tiffany Banks	8/28/2006	Baking & Pastry		
2	Haley Berger	8/26/2007	Baking & Pastry	Sallie Mae ¹	Sallie Mae
3	Anna Berkowitz	7/7/2008	Baking & Pastry	Bank of America ²	Bank of America
4	Rocco Camarillo	10/15/2006	Baking & Pastry	Sallie Mae	Sallie Mae
5	Jennifer Centeno	3/1/2007	Baking & Pastry	Sallie Mae	Sallie Mae
6	Cecilia Charky	10/22/2007	Baking & Pastry	Sallie Mae	Sallie Mae
7	Johanna Charlton	4/28/2008	Baking & Pastry	Sallie Mae, Wells Fargo ³	Sallie Mae
8	Katrina Coffman	1/4/2007	Baking & Pastry	Sallie Mae	Sallie Mae
9	Osiris Cordova	9/1/2005	Baking & Pastry		
10	Andrew Cottle	9/3/2006	Baking & Pastry	Sallie Mae	Sallie Mae
11	Korina Del Real	10/1/2007	Baking & Pastry	Chase	Chase
12	Jose Detres	11/13/2006	Baking & Pastry	Sallie Mae	Sallie Mae
13	Rodrigo Dorantes	7/5/2005	Baking & Pastry	Sallie Mae	Sallie Mae

¹ As used herein, "Sallie Mae" includes Sallie Mae, Inc.; Sallie Mae Bank of Utah; Sallie Mae Education Trust; SLM Education Credit Finance Corp.; Cavalier Funding 1 LLC; and SLM Education Credit Management Corp.

² As used herein, "Bank of America" includes Bank of America, N.A. and Bank of America Corporation.

³ As used herein, "Wells Fargo" includes Wells Fargo Bank, N.A.; Wells Fargo & Company; and Wachovia Financial Services, Inc.

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
14	Adriana Edwards	6/20/2007	Baking & Pastry	Sallie Mae	Sallie Mae
15	Araceli Escoto	9/22/2005	Baking & Pastry	Sallie Mae	Sallie Mae
16	Ashley Galindo	1/9/2006	Baking & Pastry	Sallie Mae	Sallie Mae
17	Melissa Gibson	8/1/2004	Baking & Pastry	Sallie Mae	Sallie Mae
18	Cecilia Gomez	5/6/2007	Baking & Pastry	Sallie Mae	Sallie Mae
19	Laurel Gressett	6/1/2006	Baking & Pastry	Bank of America	Bank of America
20	Elizabeth Gutierrez	9/7/2007	Baking & Pastry	Sallie Mae	Sallie Mae
21	Julianna Hernandez	9/5/2005	Baking & Pastry	Sallie Mae	Sallie Mae
22	Tresa Hollis-Perkins	8/7/2005	Baking & Pastry		
23	Natalie Horvath	8/28/2007	Baking & Pastry		
24	Ashley Hudson	8/24/2005	Baking & Pastry	Sallie Mae	Sallie Mae
25	Mckim Jacobson	10/1/2007	Baking & Pastry	Sallie Mae, Wells Fargo	Sallie Mae, Wells Fargo
26	Lauren Jette	10/2/2006	Baking & Pastry	Sallie Mae, Chase	Sallie Mae, Chase
27	Ortal Kavon	2/1/2005	Baking & Pastry	Sallie Mae	Sallie Mae
28	Allysun Knapp	6/1/2006	Baking & Pastry	Sallie Mae	Sallie Mae

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
29	Elam Lopez	8/20/2008	Baking & Pastry	Sallie Mae	Sallie Mae
30	Tierra Macon	10/8/2007	Baking & Pastry	Sallie Mae, Citibank	Sallie Mae, Citibank
31	Stephanie Magana	6/4/2008	Baking & Pastry	Sallie Mae	Sallie Mae
32	Stephanie Martin	7/5/2005	Baking & Pastry	Sallie Mae, Nelnet, Inc.	Sallie Mae, Nelnet, Inc.
33	Angelica Martinez	5/25/2007	Baking & Pastry	Sallie Mae	Sallie Mae
34	Stephanie Martinez	2/2/2007	Baking & Pastry	Sallie Mae	Sallie Mae
35	Corinna Massiet	3/1/2006	Baking & Pastry	Sallie Mae	Sallie Mae
36	Vickie Mcdougal	2/1/2005	Baking & Pastry	Sallie Mae	Sallie Mae
37	Natalie Mcfee	5/17/2007	Baking & Pastry	Sallie Mae	Sallie Mae
38	Lizette Melgoza	5/14/2007	Baking & Pastry	Sallie Mae, Bank of America	Sallie Mae, Bank of America
39	Linda Mepokee	7/1/2007	Baking & Pastry	Sallie Mae	Sallie Mae
40	Diego Montano	10/1/2007	Baking & Pastry	Sallie Mae	Sallie Mae
41	Natashia Montenegro	7/9/2007	Baking & Pastry	Sallie Mae	Sallie Mae
42	Stephanie Rose Norcio	1/20/2007	Baking & Pastry	Sallie Mae	Sallie Mae
43	Donna Osborn	1/9/2008	Baking & Pastry	Wells Fargo, Wachovia	Wells Fargo

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
44	Lili Ostrow	2/1/2008	Baking & Pastry	Sallie Mae	Sallie Mae
45	Luis Padilla	2/15/2007	Baking & Pastry	Sallie Mae	Sallie Mae
46	Jennifer Pendergraft	8/4/2005	Baking & Pastry	Sallie Mae	Sallie Mae
47	Mary Perdomo	1/2/2008	Baking & Pastry	Sallie Mae	Sallie Mae
48	Jessica Pina	2/1/2007	Baking & Pastry	Sallie Mae	Sallie Mae
49	Karina Porcayo	7/10/2006	Baking & Pastry	Sallie Mae	Sallie Mae
50	April Regino	10/1/2006	Baking & Pastry	Sallie Mae	Sallie Mae
51	Denyse Rodriguez	4/10/2006	Baking & Pastry	Sallie Mae	Sallie Mae
52	Angela Rollon	6/7/2006	Baking & Pastry	Sallie Mae	Sallie Mae
53	Christina Romero	4/1/2008	Baking & Pastry	Sallie Mae	Sallie Mae
54	Valerie Sanchez	8/1/2007	Baking & Pastry	Sallie Mae	Sallie Mae
55	Michelle Sanchez (Sandoval)	5/24/2005	Baking & Pastry	Sallie Mae, CSCA	Sallie Mae, CSCA
56	Bianca Sapozhnikov	1/1/2007	Baking & Pastry		
57	Theresa Stevens	10/15/2006	Baking & Pastry	Sallie Mae; Dollar Bank, Federal Savings Bank	Sallie Mae

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
58	Veronica Tamura	4/1/2006	Baking & Pastry	Sallie Mae	Sallie Mae
59	Heather Trotter	9/12/2004	Baking & Pastry	Sallie Mae	Sallie Mae
60	Rocio Valdez	6/10/2006	Baking & Pastry	Sallie Mae	Sallie Mae
61	Marie Valdez	2/12/2005	Baking & Pastry	Sallie Mae	Sallie Mae
62	David Valencia	11/13/2006	Baking & Pastry	Sallie Mae	Sallie Mae
63	Erwin Valencia	8/10/2006	Baking & Pastry	Sallie Mae	Sallie Mae
64	Jacqueline Wells	1/9/2006	Baking & Pastry	Sallie Mae	Sallie Mae
65	Stephanie Ximenez-Calderon	3/15/2006	Baking & Pastry	Sallie Mae	Sallie Mae
66	Christine Yaacoubian	11/12/2007	Baking & Pastry	Sallie Mae	Sallie Mae
67	Michele Zurcher	2/28/2006	Baking & Pastry		
68	Sufyan Abdelshife	10/3/2005	Culinary Arts	Sallie Mae	Sallie Mae
69	Charles Abrenica	4/19/2007	Culinary Arts	Sallie Mae	Sallie Mae
70	Eric Adabkhah	10/1/2006	Culinary Arts	Sallie Mae	Sallie Mae
71	Priscilla Adame	5/7/2005	Culinary Arts	Sallie Mae	Sallie Mae
72	Cyed Adraincem	2/15/2007	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
73	April Aguilar	1/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
74	Candida Aguilar	7/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
75	Aldrich Alcantara	6/15/2006	Culinary Arts	Sallie Mae	Sallie Mae
76	Scott Anderson	9/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
77	Maricar Angeles	6/22/2006	Culinary Arts	Sallie Mae	Sallie Mae
78	Geoffrey Armstrong	8/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
79	Michael Artus-Cooper	8/13/2006	Culinary Arts	Sallie Mae	Sallie Mae
80	Kyle Au	7/5/2004	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co. ⁴	Sallie Mae
81	Stacey Ausby	5/15/2005	Culinary Arts	Sallie Mae	Sallie Mae
82	Diane Aveytia	10/1/2007	Culinary Arts	Sallie Mae, CSCA	Sallie Mae, CSCA
83	Dora Avila	8/16/2004	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.	Sallie Mae
84	Elmer Axume	7/10/2006	Culinary Arts	Sallie Mae	Sallie Mae
85	Melannie Baedor	7/5/2005	Culinary Arts	Sallie Mae	Sallie Mae

⁴ As used herein, "Stillwater" includes Stillwater National Bank & Trust Company and Southwest Bancorp, Inc.

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
86	Sohail Bashirian	9/1/2006	Culinary Arts		
87	Luswin Bautista	4/10/2006	Culinary Arts	Sallie Mae	Sallie Mae
88	Joshua Berenguel	6/12/2005	Culinary Arts		
89	Jon Billings	5/17/2007	Culinary Arts	Sallie Mae	Sallie Mae
90	John Bogatz	9/9/2007	Culinary Arts	Sallie Mae	Sallie Mae
91	Christian Bolanos	5/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
92	Roland Bombane	8/18/2007	Culinary Arts	Sallie Mae	Sallie Mae
93	Jason Bonaga	4/19/2007	Culinary Arts	Sallie Mae	Sallie Mae
94	Annika Boucard	10/4/2007	Culinary Arts	CitiBank	CitiBank
95	Jennifer Brennan	8/28/2005	Culinary Arts	Sallie Mae	Sallie Mae
96	Lakaya Brooks	4/4/2005	Culinary Arts	Sallie Mae	Sallie Mae
97	Jennifer Brown	9/1/2004	Culinary Arts	Sallie Mae	Sallie Mae
98	Mariah Bruno	4/8/2006	Culinary Arts	Sallie Mae	Sallie Mae
99	Valerie Bryant	2/21/2005	Culinary Arts		

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
100	Sherry Buentempo/Johnston	2/28/2008	Culinary Arts	Sallie Mae, Wells Fargo	Sallie Mae, Wells Fargo
101	Chenin Burnett-Doering	2/10/2007	Culinary Arts	Sallie Mae	Sallie Mae
102	Carolina Calderon	5/15/2007	Culinary Arts	Sallie Mae	Sallie Mae
103	Garrett Camp	7/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
104	Colin Campbell	1/6/2007	Culinary Arts		
105	Arturo Campos	9/1/2006	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.	Sallie Mae
106	Natalie Cannata	8/20/2007	Culinary Arts	Sallie Mae	Sallie Mae
107	Ann Capunitan	5/22/2007	Culinary Arts	Sallie Mae	Sallie Mae
108	Juana Carrillo	5/19/2008	Culinary Arts	Nelnet, Inc.	Nelnet, Inc.
109	Kamryn Casida	7/2/2006	Culinary Arts	Sallie Mae	Sallie Mae
110	Krystle Casper	8/21/2006	Culinary Arts	Sallie Mae; Dollar Bank, Federal Savings Bank	Sallie Mae
111	Steven Castillo	8/18/2008	Culinary Arts		
112	Daniel Cazares	1/9/2006	Culinary Arts	Sallie Mae	Sallie Mae

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
113	Kevin Chan	10/10/2005	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.	Sallie Mae
114	Danny Chavez	7/7/2008	Culinary Arts	Sallie Mae	Sallie Mae
115	Hansang Cho	8/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
116	Pamela Clark	8/22/2005	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.; Dollar Bank, Federal Savings Bank	Sallie Mae
117	Jennifer Cleveland	4/8/2008	Culinary Arts	Sallie Mae, Wells Fargo	Sallie Mae, Wells Fargo
118	Gabriel Contreras	2/15/2005	Culinary Arts	Sallie Mae	Sallie Mae
119	Matthew Cook	10/1/2004	Culinary Arts	Sallie Mae	Sallie Mae
120	Jonathan Cordova	6/12/2006	Culinary Arts	Sallie Mae	Sallie Mae
121	Melissa Cornejo	2/21/2005	Culinary Arts	Sallie Mae	Sallie Mae
122	Jorge Cuadra	7/15/2006	Culinary Arts	Sallie Mae	Sallie Mae
123	Andrew Culley	4/7/2005	Culinary Arts	Sallie Mae	Sallie Mae
124	William Daigle	8/7/2006	Culinary Arts	Sallie Mae	Sallie Mae
125	Allison Datan	7/6/2008	Culinary Arts		

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
126	Maureen Dath	4/12/2007	Culinary Arts	Sallie Mae	Sallie Mae
127	Amber Davis	7/1/2006	Culinary Arts	Sallie Mae	Sallie Mae
128	Jason De Bernardo	8/22/2005	Culinary Arts	Sallie Mae, CSCA	Sallie Mae, CSCA
129	Timothy Depascale	9/10/2004	Culinary Arts	Sallie Mae	Sallie Mae
130	Arturo Dominguez	1/4/2008	Culinary Arts	Sallie Mae	Sallie Mae
131	Daniel Edwards	4/4/2006	Culinary Arts	Sallie Mae	Sallie Mae
132	Joshua Effle-Hoy	8/13/2007	Culinary Arts	Sallie Mae	Sallie Mae
133	Brandon Enghusen	2/6/2006	Culinary Arts	Sallie Mae	Sallie Mae
134	Jennyfer Escobar	7/7/2006	Culinary Arts	Sallie Mae	Sallie Mae
135	Miguel Escobar	2/10/2008	Culinary Arts	Sallie Mae, Citibank	Sallie Mae, Citibank
136	Mark Estes	1/3/2005	Culinary Arts	Sallie Mae	Sallie Mae
137	Byron Figueroa	1/18/2007	Culinary Arts	Sallie Mae	Sallie Mae
138	Amy Filakousky	5/8/2008	Culinary Arts	Sallie Mae	Sallie Mae
139	Brian Foos	1/4/2005	Culinary Arts	Sallie Mae	Sallie Mae
140	Vincent Foy	8/18/2008	Culinary Arts		

APPENDIX

No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
141	Khachatour Galdjian	4/1/2008	Culinary Arts	Sallie Mae	Sallie Mae
142	Isaac Galindo	8/15/2007	Culinary Arts	Sallie Mae	Sallie Mae
143	Michelle Garay	3/1/2008	Culinary Arts	Sallie Mae, Bank of America	Sallie Mae, Affiliated Computer Services, Inc.
144	Jeffrey Garcia	8/14/2006	Culinary Arts	Sallie Mae	Sallie Mae
145	Jason Garvin	10/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
146	Jenay Gibson	8/21/2006	Culinary Arts	Sallie Mae	Sallie Mae
147	Jennifer Gibson	8/25/2006	Culinary Arts	Sallie Mae	Sallie Mae
148	Kathy Glaser	5/8/2008	Culinary Arts		
149	Flor Gomez	7/10/2005	Culinary Arts	Sallie Mae	Sallie Mae
150	Keith Gomez	8/18/2007	Culinary Arts	Sallie Mae	Sallie Mae
151	Daniel Gonzalez	10/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
152	Fernando Gonzalez	8/18/2008	Culinary Arts		
153	George Gonzalez	10/10/2007	Culinary Arts	Sallie Mae, Wells Fargo, Chase	Sallie Mae, Wells Fargo, Chase
154	Ivan Gonzalez	7/9/2007	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
155	Rafael Gonzalez	1/5/2006	Culinary Arts	Sallie Mae, Chase	Sallie Mae, Chase
156	Patrice Grant	7/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
157	Corey Gray	7/7/2008	Culinary Arts	Bank of America	Bank of America
158	Fredrik Grenstromer	4/5/2004	Culinary Arts	Sallie Mae	Sallie Mae
159	Michael Guerra	10/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
160	Oscar Guerrero Hernandez	8/20/2004	Culinary Arts	Sallie Mae	Sallie Mae
161	Natalie Gutierrez	4/9/2007	Culinary Arts	Sallie Mae	Sallie Mae
162	Jessica Healey	8/22/2005	Culinary Arts	Sallie Mae	Sallie Mae
163	Michael Healing	8/20/2007	Culinary Arts	Sallie Mae	Sallie Mae
164	Rocio Heil	7/10/2005	Culinary Arts	Sallie Mae	Sallie Mae
165	Joshua Heredia	10/1/2008	Culinary Arts	Sallie Mae	Sallie Mae
166	Christopher Hernandez	8/28/2006	Culinary Arts	Sallie Mae	Sallie Mae
167	Brian Hildenhagen	7/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
168	Don Ho	10/4/2004	Culinary Arts	Sallie Mae	Sallie Mae
169	Alexander Hong	8/15/2005	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
170	Karen Hua	10/1/2007	Culinary Arts		
171	Patricia Michele Huerta	10/7/2007	Culinary Arts	Sallie Mae	Sallie Mae
172	Joseph Huizar	4/18/2005	Culinary Arts	Sallie Mae	Sallie Mae
173	Bobby Huston	4/3/2006	Culinary Arts	Sallie Mae	Sallie Mae
174	Jose Ibarra	8/22/2005	Culinary Arts	Sallie Mae	Sallie Mae
175	Karan Ibranosian	2/19/2008	Culinary Arts	Sallie Mae	Sallie Mae
176	Brooke Jensen	2/21/2006	Culinary Arts	Sallie Mae	Sallie Mae
177	Jamie Johnson	5/4/2005	Culinary Arts	Sallie Mae	Sallie Mae
178	Joy Jordan	4/15/2005	Culinary Arts	Sallie Mae	Sallie Mae
179	Walter Jordan-Azhar	10/8/2004	Culinary Arts		
180	Jessica Jusak	8/20/2007	Culinary Arts	Sallie Mae	Sallie Mae
181	Sofia Kazanchian	10/18/2008	Culinary Arts	Sallie Mae	Sallie Mae
182	Brad Keasler	4/1/2006	Culinary Arts	Sallie Mae	Sallie Mae
183	Joseph Kelley	5/17/2004	Culinary Arts		
184	Christopher Kermani	8/4/2006	Culinary Arts		

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
185	Danny Khajekian	5/15/2007	Culinary Arts	Sallie Mae	Sallie Mae
186	Shane Knapp	11/15/2004	Culinary Arts	Sallie Mae	Sallie Mae
187	Meredith Kraut	8/11/2006	Culinary Arts	Sallie Mae	Sallie Mae
188	Honeylynn Ladrillono	9/1/2006	Culinary Arts	Sallie Mae	Sallie Mae
189	Malcolm Lakes	9/8/2004	Culinary Arts	Sallie Mae	Sallie Mae
190	Jacob Lara	2/22/2005	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.	Sallie Mae
191	Erika Larrondo	1/7/2007	Culinary Arts	Sallie Mae	Sallie Mae
192	Angie Lee	1/7/2008	Culinary Arts	Sallie Mae	Sallie Mae
193	Kevin Doil Lee	11/10/2008	Culinary Arts	CSCA	CSCA
194	Seung Lee	8/21/2006	Culinary Arts	Sallie Mae	Sallie Mae
195	Marlen Leiva	8/16/2008	Culinary Arts		
196	Rene Leiva	8/14/2005	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.	Sallie Mae
197	Aric Lewis	10/10/2005	Culinary Arts	Sallie Mae	Sallie Mae
198	Yvonne Llamas	10/3/2005	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Co.	Sallie Mae

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199	Aixa Lopez	7/4/2007	Culinary Arts	Sallie Mae	Sallie Mae
200	Juan Lopez	6/20/2006	Culinary Arts	Sallie Mae	Sallie Mae
201	Lisa Love	5/2/2005	Culinary Arts	Sallie Mae	Sallie Mae
202	Ashley Lovette	8/16/2004	Culinary Arts	Sallie Mae	Sallie Mae
203	Eric Lucas	11/15/2004	Culinary Arts	Sallie Mae	Sallie Mae
204	Shellie Madero-Murrietta	4/7/2008	Culinary Arts	Sallie Mae	Sallie Mae
205	Marciana Madison	1/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
206	Katusca Marin	7/9/2007	Culinary Arts		
207	Michael Marquez	6/7/2007	Culinary Arts	Sallie Mae	Sallie Mae
208	Robert Marquez	2/2/2008	Culinary Arts	Sallie Mae, Wells Fargo	Sallie Mae, Wells Fargo
209	Rico Marshello	10/3/2005	Culinary Arts	Sallie Mae	Sallie Mae
210	Guillermo Maxwell	3/13/2008	Culinary Arts	Sallie Mae, Citibank	Sallie Mae, Citibank
211	Tracy Mcfarlin	9/9/2008	Culinary Arts	Sallie Mae	Sallie Mae
212	Colin Mcravey	10/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
213	Gabriel Melchor	4/23/2006	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
214	Rose Meneses	9/1/2004	Culinary Arts	Sallie Mae	Sallie Mae
215	Tomas Meneses	8/20/2006	Culinary Arts	Sallie Mae	Sallie Mae
216	Jason Montelibano	4/9/2007	Culinary Arts	Sallie Mae	Sallie Mae
217	Josr Monterrosa	7/18/2004	Culinary Arts	Sallie Mae	Sallie Mae
218	Daniel Moore	8/18/2008	Culinary Arts	Le Cordon Bleu	Le Cordon Bleu
219	Yohana M Morales	9/12/2005	Culinary Arts	Sallie Mae	Sallie Mae
220	Cynthia Moreau	5/23/2005	Culinary Arts		
221	Desiree Moreno	8/20/2007	Culinary Arts	Sallie Mae	Sallie Mae
222	Ernest Morris	11/3/2005	Culinary Arts	Sallie Mae	Sallie Mae
223	Justin Moscowitz	4/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
224	Laura Moua	10/4/2007	Culinary Arts	Sallie Mae, Cavalier Funding 1 LLC	Sallie Mae
225	Ermer Munar	5/24/2006	Culinary Arts	Sallie Mae	Sallie Mae
226	Adah Munoz	8/21/2006	Culinary Arts	Sallie Mae	Sallie Mae
227	Andy Najpauer	3/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
228	Zareh Nazaryan	1/6/2008	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
229	Sarena Nelson	11/15/2004	Culinary Arts		
230	Kristian Nelson	6/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
231	Christaley Nesbitt	6/10/2005	Culinary Arts	Sallie Mae	Sallie Mae
232	Torcy Newcombe	10/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
233	Charmel Newell	7/9/2007	Culinary Arts	Sallie Mae	Sallie Mae
234	April Newton	11/15/2004	Culinary Arts	Sallie Mae	Sallie Mae
235	Richard Nowak	1/15/2007	Culinary Arts	Sallie Mae	Sallie Mae
236	Aaron Olch	5/23/2005	Culinary Arts		
237	James Otero	2/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
238	Travis Ozier	10/25/2004	Culinary Arts	Sallie Mae	Sallie Mae
239	Sarah Park	6/9/2008	Culinary Arts	Sallie Mae	Sallie Mae
240	Matthew Parker	7/7/2008	Culinary Arts		
241	Karen Paulk	1/8/2007	Culinary Arts		
242	Samuel Paxson	8/20/2007	Culinary Arts	Sallie Mae	Sallie Mae
243	Justin Pena	10/21/2005	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
244	Daniel Perez	6/6/2007	Culinary Arts		
245	Nathaniel Phillips	8/1/2006	Culinary Arts	Sallie Mae	Sallie Mae
246	Robert Porter	8/22/2005	Culinary Arts	Sallie Mae	Sallie Mae
247	Michael Protus	11/14/2005	Culinary Arts		
248	Stephanie Quaye	1/8/2007	Culinary Arts	Sallie Mae	Sallie Mae
249	Lauren Ragay	8/21/2006	Culinary Arts	Sallie Mae	Sallie Mae
250	Candace Reddix	5/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
251	Javier Renteria Olmedo	1/10/2005	Culinary Arts	Sallie Mae	Sallie Mae
252	Leslie Reska	11/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
253	Jason Rickards	1/4/2008	Culinary Arts	Sallie Mae	Sallie Mae
254	Diana Rivera	8/21/2006	Culinary Arts		
255	Alexander Rodriguez	7/7/2008	Culinary Arts	Sallie Mae, Nelnet, Inc.	Sallie Mae, Affiliated Computer Services, Inc.
256	Gabriel Rodriguez	9/1/2005	Culinary Arts	Sallie Mae	Sallie Mae, Green Tree
257	Luz Rodriguez	1/8/2007	Culinary Arts		

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258	Brittney Rodriguez (Cadena)	11/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
259	Daniel Roman	5/23/2005	Culinary Arts	Sallie Mae	Sallie Mae
260	Abel Romero	11/13/2006	Culinary Arts	Sallie Mae	Sallie Mae
261	Adriana Rosales	2/5/2007	Culinary Arts	Sallie Mae	Sallie Mae
262	Alvaro Ruiz	9/10/2005	Culinary Arts		
263	Nicole Ruiz	5/16/2008	Culinary Arts	Sallie Mae, Bank of America	Sallie Mae
264	Raymond Ruotolo	1/15/2008	Culinary Arts	Sallie Mae, Nelnet, Inc.	Affiliated Computer Services, Inc., Sallie Mae, Nelnet, Inc.
265	Michael Rupp	7/24/2005	Culinary Arts	Sallie Mae	Sallie Mae
266	Juan Sanchez	1/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
267	Leyla Sanchez	1/24/2005	Culinary Arts	Sallie Mae	Sallie Mae
268	Salvatore Sanmarco	10/8/2006	Culinary Arts	Sallie Mae	Sallie Mae
269	Nubia Santiago	7/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
270	Jacob Sawyer	11/15/2004	Culinary Arts	Sallie Mae, Stillwater National Bank & Trust Company	Sallie Mae
271	Steven Scallion	11/14/2005	Culinary Arts	Sallie Mae	Sallie Mae

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
272	Andrew Schick	7/20/2007	Culinary Arts	Sallie Mae	Sallie Mae
273	Ashlie Seitz	2/12/2005	Culinary Arts	Sallie Mae	Sallie Mae
274	Michael Shen	10/1/2007	Culinary Arts	Wells Fargo, Nelnet, Inc.	Affiliated Computer Services, Inc., Nelnet, Inc., Wells Fargo
275	Tasha Sherley	10/3/2005	Culinary Arts	Sallie Mae	Sallie Mae
276	Lucas Spenser	10/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
277	Martin Stampler	1/3/2006	Culinary Arts		
278	Andrew Starnes	1/7/2006	Culinary Arts	Sallie Mae	Sallie Mae
279	Donna Stewart	5/17/2007	Culinary Arts	Sallie Mae, Cavalier Funding 1 LLC	Sallie Mae
280	Rolando Sunga Iii	8/22/2005	Culinary Arts	Sallie Mae	Sallie Mae
281	Alicia Sweeting	7/10/2006	Culinary Arts	Sallie Mae	Sallie Mae
282	Teresa Tang	6/20/2006	Culinary Arts		
283	Lawrence Taylor	2/18/2008	Culinary Arts	Sallie Mae, Wells Fargo	Sallie Mae, Wells Fargo
284	Travis Taylor	6/10/2006	Culinary Arts	Sallie Mae	Sallie Mae
285	Christopher Teague	7/5/2005	Culinary Arts	Sallie Mae	Sallie Mae

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286	Hung Tran	8/18/2008	Culinary Arts	Sallie Mae, Bank of America	Sallie Mae, Affiliated Computer Services, Inc.,
287	Donna Trinh	1/7/2008	Culinary Arts	Wells Fargo	Wells Fargo
288	Nancy Tsai	1/3/2005	Culinary Arts	Sallie Mae	Sallie Mae
289	Evan Tsuchiyama	1/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
290	Russell Tuazon	5/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
291	Vigen Tumoyan	4/1/2007	Culinary Arts	Sallie Mae	Sallie Mae
292	George Tze-Polo	1/3/2004	Culinary Arts	Sallie Mae	Sallie Mae
293	Daniel Uribe	8/22/2005	Culinary Arts	Sallie Mae	Sallie Mae
294	David Valdez	6/1/2005	Culinary Arts	Sallie Mae	Sallie Mae
295	Claudia Vanbeekom	10/1/2007	Culinary Arts	Sallie Mae, Wells Fargo, Cavalier Funding 1 LLC	Sallie Mae, Wells Fargo
296	Joseph Vanover	2/2/2006	Culinary Arts	Sallie Mae	Sallie Mae
297	Katherine Vasquez	8/19/2005	Culinary Arts	Sallie Mae, EdFinancial	Sallie Mae, EdFinancial
298	Nicholas Vasquez	2/21/2006	Culinary Arts	Sallie Mae	Sallie Mae
299	Ryan Velilla	1/2/2005	Culinary Arts	Sallie Mae	Sallie Mae

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300	Jesus Venegas	6/23/2005	Culinary Arts	Sallie Mae	Sallie Mae
301	Victor Vides	8/11/2007	Culinary Arts	Sallie Mae	Sallie Mae
302	Jaocb Viggiano	1/7/2008	Culinary Arts	Sallie Mae, Bank of America	Sallie Mae, Bank of America
303	Eric Villegas	10/2/2006	Culinary Arts	Dollar Bank, Federal Savings Bank, Sallie Mae	Sallie Mae
304	Peter Villegas	7/10/2006	Culinary Arts	Sallie Mae	Sallie Mae
305	Alexandra Wallen	6/15/2006	Culinary Arts	Sallie Mae	Sallie Mae, EdFund
306	Sarah Ward	2/27/2005	Culinary Arts	Sallie Mae	Sallie Mae
307	Jessica Waugh	6/15/2005	Culinary Arts	Sallie Mae	Sallie Mae
308	Stephen Wells	1/6/2006	Culinary Arts	Sallie Mae	Sallie Mae
309	Stacie Wheelock	2/14/2006	Culinary Arts	Sallie Mae	Sallie Mae
310	Jena White	8/15/2008	Culinary Arts	CSCA	CSCA
311	Emily Williams	2/5/2005	Culinary Arts	Sallie Mae	Sallie Mae
312	Lorren Williams	9/13/2005	Culinary Arts	Sallie Mae	Sallie Mae
313	Ashleigh Wright	7/6/2006	Culinary Arts	Sallie Mae, Chase	Sallie Mae, Chase

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No.	Full Name	Start Date	Program	Note Holder(s)	Servicer(s)
314	Susan Yoon	2/10/2007	Culinary Arts	Sallie Mae	Sallie Mae
315	Michele Yoshimura	7/5/2006	Culinary Arts	Sallie Mae	Sallie Mae
316	Brandon Yurt	9/15/2005	Culinary Arts	Sallie Mae	Sallie Mae