UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA Case No .: 19-cv-03674-WHA

THERESA SWEET, CHENELLE ARCHIBALD, DANIEL DEEGAN, SAMUEL HOOD, TRESA APODACA, ALICIA DAVIS, and JESSICA JACOBSON on behalf of themselves and all others similarly situated.

Plaintiffs.

V.

ELISABETH DEVOS, in her official capacity as Secretary of the United States Department of Education,

And

THE UNITED STATES DEPARTMENT OF EDUCATION,

Desendants.

AFFIDAVIT OF JESSICA JACOBSON

I, Jessica Jacobson, state as follows: 1. I am submitting this affidavit in reation to the above-captioned case. I am a named plaintiff in this class action.

2. I borrowed federal student loans in order to attend the New England Institute of Art ("NEIA") Media Arts and Animation Program.

3. On Mach 4, 2015, attorney Toby Merrill submitted a borrower defense application on my behalf to the United States Department of Education ("Application"), asking for these loans to be cancelled. A copy of that application is attached as Exhibit A.

4. On August 11, 2020, I received correspondence from the Department of Education, stating that my claim had been denied ("Denial Notice"). A copy of the Denial Notice is attached as Exhibit B.

5. In between the time that I first submitted my Application for loan cancellation and when I received the Denial Notice, my federal student loans have been in forbearance.

6. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to the Program Cost and Nature of Loans.

7. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to Transferring Credits.

8. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to Admissions and Urgency to Enroll.

9. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to "Other."

10. I do not know what "Other" refers to.

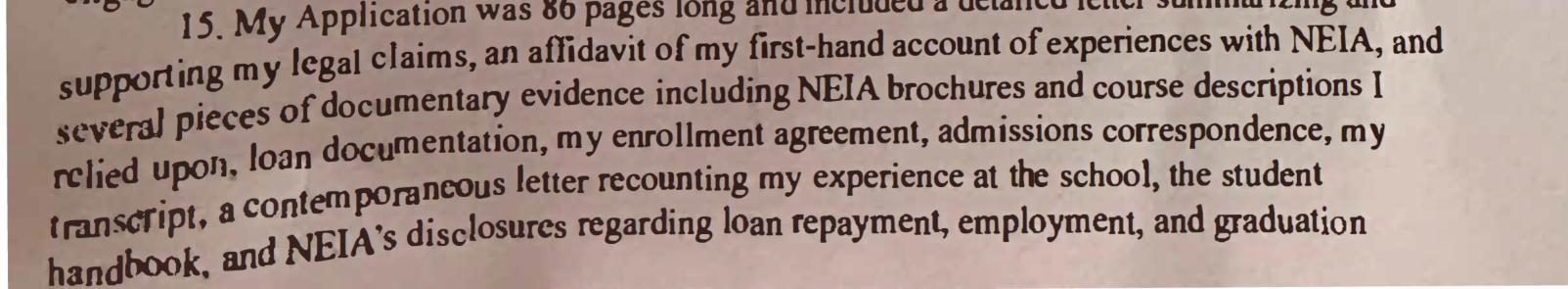
11. The Department's application form did not ask me to state a legal claim. Even to, my Application stated the following legal claims: Unfair and Deceptive Acts and Practices in Violation of the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A; Fraudulent Misrepresentation; Fraudulent Inducement; Unconscionability; Breach of the Covenant of Good Faith and Fair Dealing.

12. The Denial Notice says that my Application provided insufficient evidence that NEIA engaged in misconduct related to Career Services.

13. The Denial Notice says that my Application provided insufficient evidence that NEIA engaged in misconduct related to Educational Services.

14. The Denial Notice says that my Application provided insufficient evidence that NEIA engaged in misconduct related to Employment Prospects.

15. My Application was 86 pages long and included a detailed letter summarizing and



pursuant to Massachusetts Law.

16. The Denial Notice does not respond to any of the claims I made or information I provided.

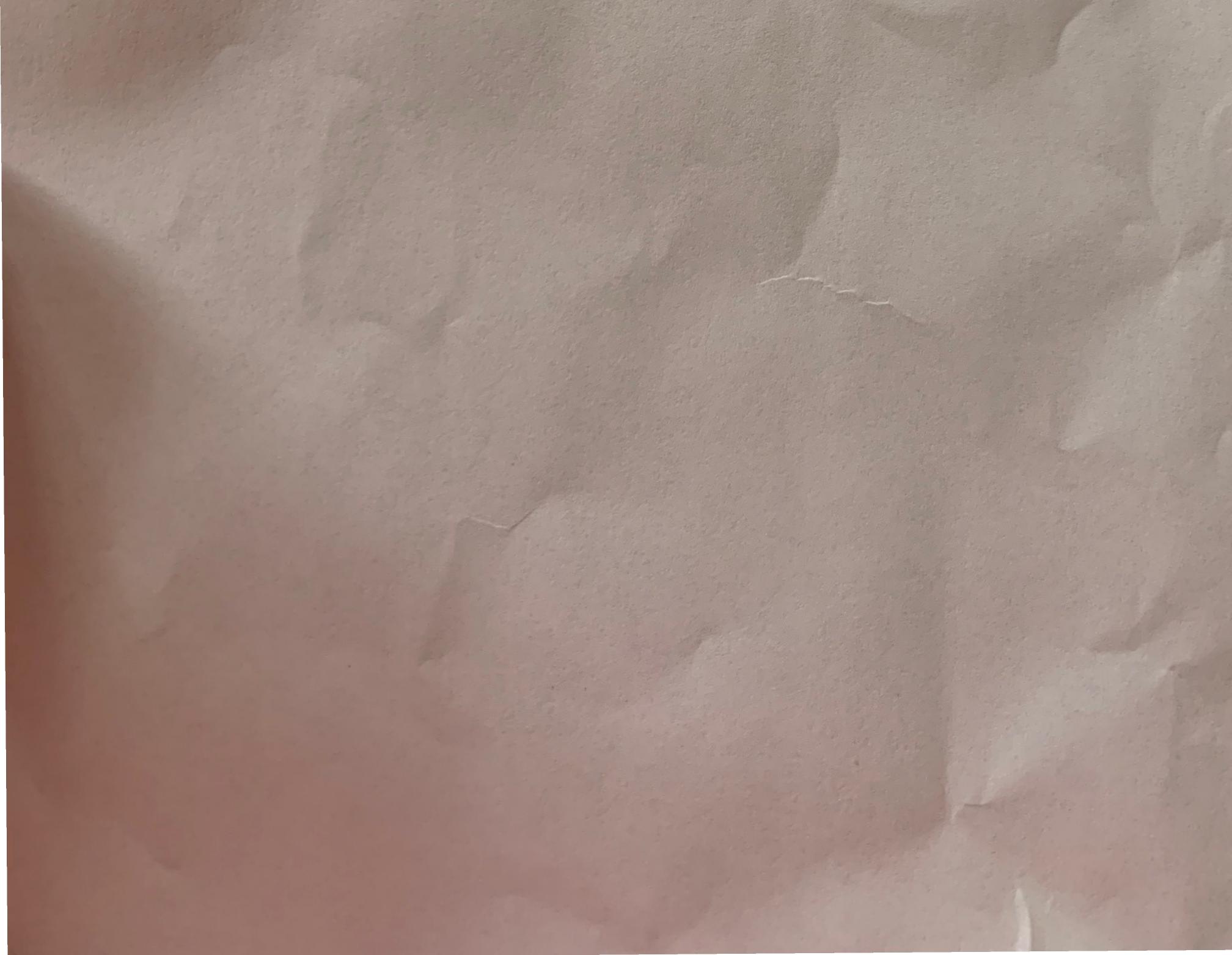
17. The Denial Notice offers no information about whether any of the evidence I submitted was reviewed, let alone considered, or what was found to be deficient. I do not know whether my evidence was reviewed and how it was found deficient.

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18. The Denial Notice states that I may ask for reconsideration. I am not aware of any additional information I could possibly submit.

I swear under penalty of perjury that the foregoing is true and correct.

Executed on: August ____, 2020 1620 Jessica Jacobson 2 AFFIDAVIT



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From: Borrower Defense <<u>borrowerdefense@ed.gov</u>> Date: August 11, 2020 at 8:51:52 AM EDT To: "j m jacobson@yahoo.com"

Subject: Borrower defense discharge ineligibility information for you [ref:_00Dt0Gyiq._500t0DPCh4:ref]



8/11/2020

Borrower Defense Application #:

Dear Jessica Jacobson:

The U.S. Department of Education (ED) has completed its review of your application under the applicable Borrower Defense to Repayment regulations for discharge of your William D. Ford Federal Direct Loans (Direct Loans) made in connection with your or your child's enrollment at New England Institute of Art (The). "You" as used here should be read to include your child if you are a Direct PLUS Loan borrower who requested a discharge for loans taken out to pay for a child's enrollment at New England Institute of Art (The). ED has determined that your application is ineligible for relief based on review of the facts of your claim and the regulatory criteria for relief; this decision means that your Direct Loans will not be discharged. ED explains the reasons below.

Applicable Law

For Direct Loans first disbursed prior to July 1, 2017, a borrower may be eligible for a discharge (forgiveness) of part or all of one or more Direct Loans if the borrower's school engaged in acts or omissions that would give rise to a cause of action against the school under applicable state law. See § 455(h) of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087e(h), and 34 C.F.R. § 685.206(c) and 685.222 (the Borrower Defense regulations). ED recognizes a borrower's defense to repayment of a Direct Loan only if the cause of action directly relates to the Direct Loan or to the school's provision of educational services for which the Direct Loan was provided. 34 C.F.R. §§685.206(c)(1), 685.222(a)(5); U.S. Department of Education, Notice of Interpretation, 60 Fed. Reg. 37,769 (Jul. 21, 1995).

Why was my application determined to be ineligible?

ED reviewed your borrower defense claims based on any evidence submitted by you in support of your application, your loan data from National Student Loan Data System (NSLDS®), and evidence provided by other borrowers.

Allegation 1: Employment Prospects

You allege that New England Institute of Art (The) engaged in misconduct related to Employment Prospects. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

Allegation 2: Program Cost and Nature of Loans

You allege that New England Institute of Art (The) engaged in misconduct related to Program Cost and Nature of Loans. This allegation fails for the following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

Allegation 3: Transferring Credits

You allege that New England Institute of Art (The) engaged in misconduct related to Transferring Credits. This allegation fails for the following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

Allegation 4: Career Services

You allege that New England Institute of Art (The) engaged in misconduct related to Career Services. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

Allegation 5: Educational Services

You allege that New England Institute of Art (The) engaged in misconduct related to Educational Services. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

Allegation 6: Other

You allege that New England Institute of Art (The) engaged in misconduct related to Other. This allegation fails for the following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

Allegation 7: Admissions and Urgency to Enroll

You allege that New England Institute of Art (The) engaged in misconduct related to Admissions and Urgency to Enroll. This allegation fails for the

following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

What evidence was considered in determining my application's ineligibility?

We reviewed evidence provided by you and other borrowers who attended your school. Additionally, we considered evidence gathered from the following sources:

IA Attorney General's Office IL Attorney General's Office CO Attorney General's Office Evidence obtained by the Department in conjunction with its regular oversight activities Senate Hearing Testimony of EDMC career services adviser before the Committee on Health, Education, Labor, and Pensions (September 30, 2010) Materials, including publicly available securities filings, prepared by Education Management Corporation

What if I do not agree with this decision?

If you disagree with this decision, you may ask ED to reconsider your application. To submit a request for reconsideration, please send an email with the subject line "Request for

Reconsideration [ref:_00Dt0Gyiq._500t0DPCh4:ref]" to <u>BorrowerDefense@ed.gov</u> or mail your request to U.S. Department of Education, P.O. Box 1854, Monticello, KY 42633. In your Request for Reconsideration, please provide the following information:

- 1. Which allegation(s) you believe that ED incorrectly decided;
- 2. Why you believe that ED incorrectly decided your borrower defense to repayment application; and
- 3. Identify and provide any evidence that demonstrates why ED should approve your borrower defense to repayment claim under the applicable law set forth above.

ED will not accept any Request for Reconsideration that includes new allegations. If you wish to assert allegations that were not included in your application, please see the following section. Additionally, your loans will not be placed into forbearance unless your request for reconsideration is accepted and your case is reopened. Failure to begin or resume repayment will result in collection activity, including administrative wage garnishment, offset of state and federal payments you may be owed, and litigation. For more information about the reconsideration process, please contact our borrower defense hotline at 1-855-279-6207 from 8 a.m. to 8 p.m. Eastern time (ET) on Monday through Friday.

Can I apply for borrower defense if I have additional claims?

If you wish to file a new application regarding acts or omissions by the school other than those described in borrower defense application [Case Number], please submit an application at StudentAid.gov/borrower-defense. In the new application, you should explain in the relevant section(s) the basis for any new borrower defense claim(s) and submit all supporting evidence.

What should I do now?

Because your borrower defense to repayment application was found to be ineligible, you are responsible for repayment of your loans. ED will notify your servicer(s) of the decision on your borrower defense to repayment application within the next 15 calendar days, and your servicer will contact you within the next 30 to 60 calendar days to inform you of your loan balance. Further, if any loan balance remains, the loans will return to their status prior to the submission of your application. If your loans were in forbearance as a result of your borrower defense to repayment application, the servicer will remove those loans from forbearance. ***See COVID-19 Note below.**

If your loans are in default and are currently in stopped collections, your loans will be removed from stopped collections. Failure to begin or resume repayment could result in collection activity such as administrative wage garnishment, offset of state and federal payments that you may be owed, and litigation. ***See COVID-19 Note below.**

While normally interest would not be waived for unsuccessful borrower defense applications, given the extended period of time it took ED to complete the review of this application, the Secretary is waiving any interest that accrued on your Direct Loans from the date of the filing of your borrower defense application to the date of this notification. Your servicer will provide additional information in the coming months regarding the specific amount of interest adjusted. ***See COVID-19 Note below.**

*COVID-19 Note: On March 27, 2020, the president signed the *CARES Act,* which, among other things, provides broad relief in response to the coronavirus disease 2019 (COVID-19) for federal student loan borrowers whose loans are owned by ED. For the period March 13, 2020, through September 30, 2020, the interest rate on the loans will be 0% and no payments will be required. During this same period for defaulted borrowers, all proactive collection activities, wage garnishments, and Treasury offsets will be stopped. Your federal loan servicer will answer any questions you have about your specific situation. In addition, Federal Student Aid's COVID-19 information page for students, borrowers, and parents is located at <u>StudentAid.gov/coronavirus</u>. Please visit the page regularly for updates.

What if I have another pending borrower defense application?

If you have additional pending borrower defense to repayment applications, this information applies to you:

- If your loans associated with an additional borrower defense to repayment application that is still pending are in forbearance or another status that does not require you to make payments, your loans will remain in forbearance or that other status. Similarly, if your loans associated with that borrower defense application are in default and you are currently in stopped collections, those loans will remain in stopped collections.
- If you are unsure if you have additional pending applications, or if you would like to check on the status of your loans associated with an additional application, contact our borrower defense hotline at 1-855-279-6207 from 8 a.m. to 8 p.m. ET on Monday through Friday.

ED offers a variety of loan repayment options, including the standard 10year repayment plan, as well as extended repayment, graduated repayment, and income-driven repayment plans. For more information about student loan repayment options, visit StudentAid.gov/plans. If you have questions about the status of your loans or questions about repayment options, please contact your servicer(s). If you do not know the name of your federal loan servicer, you may go to StudentAid.gov to find your servicer and view your federal loan information.

Sincerely,

U.S. Department of Education Federal Student Aid



830 First Street, NE, Washington, D.C. 20202 StudentAid.gov/borrower-defense



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March 4, 2015

Navient Federal Loan Servicing PO Box 740351 Atlanta, GA 30348

> Jessica Jacobson Re: Borrower Account #0

To Whom it May Concern:

I write on behalf of Jessica Jacobson, a former student of the New England Institute of Art ("NEIA") Media Arts and Animation Program. NEIA provided Ms. Jacobson with a useless education and no meaningful job placement assistance despite arranging for and profiting from nearly \$100,000 in student loans. Because of NEIA's dishonest recruitment, admissions, and financial aid practices, Ms. Jacobson is now being hounded for over \$150,000, and despite years of effort, has been unable to find a single job in the field for which NEIA promised to prepare her. In violation of Massachusetts law, NEIA unfairly and deceptively misrepresented the nature of its program, its career placement services, and its financial aid to Ms. Jacobson prior to enrollment; taught her none of the useful or marketable skills for the career it had promised her; and made no attempts to connect Ms. Jacobson to appropriate employment as it had promised it would. NEIA's many unfair and deceptive acts and practices in violation of Massachusetts law provide Ms. Jacobson a full defense to the repayment of her student loans.

Basis for Requesting Relief

Pursuant to the terms of her Direct Consolidated Loan Master Promissory Note and to federal statute and regulations, Ms. Jacobson is entitled to assert state law defenses to the collection of her federal loans. The Higher Education Act grants the Secretary of the Department of Education broad authority to "compromise, waive or release any right, title, claim, lien, or demand."1 The Secretary is further empowered to specify "acts or omissions of an institution a borrower may assert as a defense to repayment of a loan."²

This broad authority is reflected in federal regulations, which state that "the Secretary may compromise a debt, or suspend or terminate collection of a debt."³ Federal regulations of the Direct Loan program echo a borrower's right to relief when her rights under state law have been violated by her school: "the borrower may assert as a defense against repayment [of her Direct

 ¹ 20 U.S.C. § 1082(a)(6) (2012).
 ² 20 U.S.C. § 1087(h) (2012).
 ³ 34 C.F.R. § 30.70(h) (2014).

Loan] any act or omission of the school attended by the student that would give rise to a cause of action against the school under applicable State law."⁴

These statutory and regulatory provisions are incorporated into Ms. Jacobson's Direct Loan Master Promissory Note, which states: "you may assert, as a defense against collection of your loan, that the school did something wrong or failed to do something that it should have done ... If you believe that you have a defense against repayment of your loan, contact your servicer."⁵ This provision makes clear that Ms. Jacobson need not sue or obtain a judgment to be granted such relief by the Secretary.

Ms. Jacobson's right to assert state law claims in this manner was recently confirmed by the Secretary in a letter to Senator Elizabeth Warren. Secretary Duncan explained:

With respect to your question about borrowers' right to present claims to the Department, the Department recognizes as a defense to repayment of Direct Loans a claim that the borrower has against the school that is based on the making of the loan or the provision of educational services, if State law recognizes such a claim and if the borrower proves the elements required to establish the claim. [T]he borrower is not required to sue or obtain a judgment against the school in order to assert the claim against the school as a defense to repayment of a Direct Loan. Department regulations explicitly provide that a defaulted borrower may assert that the defaulted loan is not legally enforceable, but a borrower who is not in default can also assert a claim that the loan is not legally enforceable on the basis of a claim against the school. To do so, the borrower should present the claim to the servicer handling the Direct Loan for the Department.⁶

Ms. Jacobson asks that the Secretary use his authority to relieve her of student loan debt based on unfair, deceptive, and oppressive business practices. NEIA's actions violate Massachusetts law, rendering it liable for damages and rendering Ms. Jacobson's repayment obligations unenforceable. This relief is authorized by federal regulation, which states that "if a borrower's defense against repayment is successful, the Secretary notifies the borrower that the borrower is relieved of the obligation to repay all or part of the loan and associated costs and fees that the borrower would otherwise be obligated to pay."⁷ In addition to full cancellation of her federal student loan debt, Ms. Jacobson seeks a determination that she has not been in default and the clearing of all negative credit history related to these loans. The Secretary has broad discretion to authorize the determination, and credit repair that Ms. Jacobson requests.⁸

⁴ 34 C.F.R. § 685.206(c)(1) (2014).

⁵ Attachment 1, Affidavit of Jessica Jacobson ("Jacobson Aff.") Ex. K, at 8.

⁶ Attachment 2, Letter from Arne Duncan, Secretary of Education, to Elizabeth Warren, United States Senator (Aug. 4, 2014).

⁷ 34 C.F.R. § 685.206(c)(2) (2014).

⁸ Id. ("The Secretary affords the borrower such further relief as the Secretary determines is appropriate under the circumstances. Further relief may include, but is not limited to... (i) Reimbursing the borrower (ii) Determining that the borrower is not in default (iii) Updating reports to consumer reporting agencies").

Summary

When she enrolled at NEIA, Ms. Jacobson had already graduated from community college and was seeking a career in visual effects. NEIA representatives repeatedly told her that its program was very difficult to get into, but that her portfolio "looked great." NEIA's glossy brochures promised high-end equipment and technology, appealing job prospects, and all the skills and equipment necessary to succeed in the industry. An NEIA representative showed Ms. Jacobson around a state-of-the-art facility, including a high-end green screen studio specifically for use in visual effects work. NEIA assured Ms. Jacobson that its name had weight in the industry, and promised industry connections, job leads, networking contacts, and an industry-appropriate portfolio to get her started on a career in visual effects. NEIA did not tell her that its program was focused on gaming and animation and therefore ill-suited to train her in visual effects, nor did it reveal that its tuition and costs of nearly \$100,000 would require payments far beyond the average salary of its graduates. She did not know that most of her loans accrued interest while she was in school, and had no idea that most of her loans were not federal student loans.

NEIA's promises and assertions bore no relationship to the courses, program, facilities, or job placement opportunities actually offered to Ms. Jacobson. NEIA's admission process is not at all selective, and the green screen studios it showed Ms. Jacobson on her tour were not available for use by students in her program. She was trained to use software that was obsolete, non-professional, and irrelevant to the field.

NEIA did everything it could to maximize its profits from Ms. Jacobson. Although she had taken and passed twenty-three classes at Mount Wachusett Community College, NEIA accepted only seven classes for transfer credit, maximizing the number of credits she would have to take to earn her degree at NEIA and by extension, the amount of money she would have to borrow. As a result, her degree took three and a half years, even though Ms. Jacobson had already completed two years of community college. NEIA led her to believe that all of her loans were federal when in fact, Ms. Jacobson borrowed over \$67,000 in private loans with higher interest rates.

Throughout her time at NEIA, which had a strict attendance policy, Ms. Jacobson was sent out of her classes to the financial aid office, where financial aid advisors would not allow her to go back to class unless she signed forms that they did not explain. In this way, she was coerced into signing loan documents at a moment's notice to avoid risking academic failure. Ms. Jacobson signed everything, believing that the advisors were looking out for her best interests.

NEIA's promised industry contacts never materialized. NEIA never put Ms. Jacobson in touch with a single employer in her field. Its employment advisors directed students and graduates to jobs posted on Craigslist. In a class meant to prepare Ms. Jacobson for her job search, NEIA's career staff distributed a sheet titled "Tips for Applying to a Job from Craigslist." She sought work on her own, with no assistance from NEIA, and secured a single internship, which was her first and last position related to her field. Nevertheless, NEIA's employment office sought to list Ms. Jacobson as an example of employment success.

Ms. Jacobson made good faith efforts to make her time at NEIA fruitful. As Ms. Jacobson progressed in her program and worried she was not getting appropriate skills, she reached out by letter and phone to NEIA's teachers and administrators about her misgivings and made suggestions about how to improve the program to make it more relevant. NEIA simply ignored her, and made no effort to improve her experience. Ms. Jacobson is not the only dissatisfied student: NEIA and other Education Management Corporation-owned schools are currently under investigation by the Massachusetts Attorney General and at least nine other states for unfair and deceptive practices.⁹

Today, Ms. Jacobson holds a worthless degree and has no job prospects. As a result of her crushing student loan debt, her credit has been destroyed, imperiling her ability to rent an apartment, save money, or consider buying a car or home. She has been pursued and harassed by debt collectors. Because of the hopelessness of ever paying off these loans or being employed in the field in which she was trained, she has suffered anxiety and depression, for which she has sought medical treatment.

NEIA's many violations of Massachusetts law, detailed below, provide Ms. Jacobson with a complete defense to repayment of her student loans.

Legal Claims and Defenses

1) <u>Unfair and Deceptive Acts and Practices in Violation of the Massachusetts Consumer</u> <u>Protection Act, Mass. GEN. Laws. ch. 93A</u>

NEIA engaged in numerous unfair business practices within the meaning of the Massachusetts Consumer Protection Act, which prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce."¹⁰ NEIA violated the Consumer Protection Act by misrepresenting numerous relevant facts, such as the quality, character, and merits of its program¹¹ and employment outcomes.¹² NEIA's use of deceptive sales tactics to secure Ms. Jacobson's enrollment in an exorbitantly overpriced educational program that dooms students to near-certain default is precisely the kind of oppressive practice barred by the Consumer Protection Act.

NEIA advertised both in brochures and by statements to Ms. Jacobson that its competitive program would prepare her for a career in visual effects.¹³ NEIA recruiters gave her glossy brochures promising high-end equipment in a state-of-the-art facility that would give Ms.

⁹ See Megan Woolhouse, For-Profit Colleges Get Harsh Grades by Former Students, BOSTON GLOBE, Oct. 20, 2014, at A1; Todd Wallack, Coakley Widens Schools Inquiry; Targets Lending and Recruiting at For-Profit Facilities, BOSTON GLOBE, Feb. 4, 2013, at A1.

¹⁰ MASS. GEN. LAWS. ch. 93A, § 2(a).

¹¹ Jacobson Aff. ¶¶ 7, 10-15, 21-22, 25-29, 34, 37, 40, 46-50, 52-53.

¹² Ms. Jacobson was told that most of NEIA's graduates secured great jobs in the visual effects industry. NEIA's disclosures pursuant to recent state regulation 940 MASS. CODE REGS. 31 (2014) show a 22% employment rate in 2012-2103 for the Media Arts and Animation program. See Attachment 3, Disclosures.

¹³ Jacobson Aff., ¶¶ 7, 10; Jacobson Aff. Ex. A.

Jacobson all the skills she would need to succeed in visual effects.¹⁴ Recruiters implied that spots within NEIA's program were highly coveted.¹⁵ The reality, however, bore no resemblance to these misrepresentations. NEIA does not appear to have any admissions criteria other than eligibility for student loans. Ms. Jacobson was not even enrolled in a program intended to prepare students for careers in visual effects, but a "Media Arts and Animation" program that focused nearly exclusively on video gaming and animation, and did not include any training in visual effects.¹⁶

The facilities displayed in NEIA's brochures and on Ms. Jacobson's tour, including the vaunted green screen studio, were not available for her use. For the one project for which she needed a green screen, Ms. Jacobson was prohibited from using the school's studio because it was not for the use of students in her program.¹⁷ To complete that project, Ms. Jacobson and her classmates taped green pieces of construction paper to a wall.¹⁸

Additionally, Ms. Jacobson was forced to complete assignments on obsolete and nonprofessional-grade software or face academic discipline.¹⁹ She attempted to teach herself Adobe Premiere, a more professional program that would likely be used in the visual effects industry and that NEIA's brochures promised students would learn.²⁰ In response, her professor penalized her and made her begin the project from scratch using Windows Movie Maker, a basic, consumer-level software program that comes free with all Windows computers.²¹ NEIA's Media Arts and Animation program was incapable of providing Ms. Jacobson the facilities, skills, or experience she would need to succeed in visual effects.

Financial Aid Misrepresentations

NEIA representatives led Ms. Jacobson to believe that her private loans, which accounted for more than two-thirds of her financing, were actually federal loans.²² NEIA never informed Ms. Jacobson that interest would accrue on some of her loans while she was enrolled, and gave her no idea of her staggering projected loan payments.²³ NEIA's disclosures showed that employed graduates were paid an average starting salary of \$26,014.²⁴ In other words, even if NEIA assumed that, upon her graduation, Ms. Jacobson would find employment and would not be among the graduates making less than its average starting salary, she would nonetheless face projected payments totaling nearly half of that average salary, or almost four times the maximum acceptable amount determined by the U.S. Department of Education.²⁵ NEIA knew or should

¹⁴ Id.

 ¹⁵ Jacobson Aff. ¶¶ 8, 15.
 ¹⁶ Jacobson Aff. ¶¶ 25-29, 40.

¹⁷ Jacobson Aff. ¶ 37.

¹⁸ Jacobson Aff. ¶ 38.

¹⁹ Jacobson Aff. ¶¶ 34, 39-40.

²⁰ Jacobson Aff. ¶ 39, Jacobson Aff. Ex. B, at 2.

²¹ Jacobson Aff. ¶ 39.

²² Jacobson Aff. ¶ 22.

²³ Jacobson Aff. ¶¶ 21, 24.
²⁴ Attachment 4, "Evolve" Handout listing graduation data.

²⁵ One measure of whether a program prepares students for gainful employment in a recognized occupation pursuant to U.S. Department of Education regulations is if the program's annual loan payment is less than or equal to 12% of annual earnings. See Gainful Employment in a Recognized Occupation, 34 C.F.R. § 668.7(a)(1)(ii)(B) (2012).

have known that this information would dissuade Ms. Jacobson from enrolling and did not disclose it, which was unfair and deceptive.²⁶

NEIA's promises of exclusive industry contacts, an industry-appropriate portfolio, and a comprehensive job placement program were also false and misleading in violation of the Consumer Protection Act.²⁷ NEIA shared no industry employment leads and its courses did not prepare Ms. Jacobson with an industry-appropriate portfolio.²⁸ Not once did NEIA connect Ms. Jacobson to anyone in the field or any relevant job listing.²⁹ Instead, NEIA offered a one-page handout on how to apply to Craigslist jobs.³⁰ NEIA never hosted anyone in the visual effects field to give a talk or to network with students.³¹ Ms. Jacobson's instructors had gaming backgrounds and were unable to help her prepare an appropriate portfolio.³² Ms. Jacobson was left to find relevant internships and jobs without any assistance whatsoever from NEIA, and has been completely unable to find further work in her field after being laid off from her only internship.33

Many of NEIA's numerous misrepresentations about its program, the employment prospects of its graduates, and its resources are unfair and deceptive under the Consumer Protection Act as interpreted by the Attorney General's recently-promulgated regulations of forprofit colleges.³⁴

The Attorney General's regulations prohibit: false advertising,³⁵ such as the glossy brochures NEIA showed to Ms. Jacobson; false representation of placement services,³⁶ like NEIA's promises to assist Ms. Jacobson in her employment search; false statements concerning

- ³⁴ 940 MASS. CODE REGS. 31.00-31.08 (2014).

³⁵ "It is an unfair or deceptive act or practice for a school to make or publish, or cause or permit to be made or published, any false, untrue, or deceptive statement or representation or any statement or representation which has the tendency or capacity to mislead or deceive students, prospective students or any other person, by way of advertising or otherwise, concerning the school, its activities in attempting to enroll students, the character, nature, quality, value, or scope of any course or program offered, the school's influence in obtaining employment for its students, graduation rates, graduation time, program cost, loan amount, repayment amount, transferability of credits, or in any other material respect." 940 MASS. CODE REGS. 31.04(1). The specific actions prohibited, while illustrative of practices that are always violative of the Consumer Protection Act, are "not intended to be all inclusive as to the types of activities prohibited" by the statute, and thus NEIA's conduct may be considered unfair or deceptive even in the absence of such explicit rulemaking. 940 MASS. CODE REGS. 31.02.

³⁶"It is an unfair or deceptive act or practice for a school to make any false, untrue, unsubstantiated, or deceptive statement or representation which has the tendency or capacity to mislead or deceive students, prospective students, or any other person as to placement, graduate placement rates, total placement rates, or placement services." 940 MASS, CODE REGS, 31.04(5).

²⁶ Jacobson Aff. ¶¶ 16, 57.

²⁷ Jacobson Aff. ¶¶ 13-14, 51-56.

²⁸ Jacobson Aff. ¶¶ 40, 52.

²⁹ Jacobson Aff. ¶ 52.

³⁰ Jacobson Aff. ¶ 53, Jacobson Aff. Ex. J.

 ³¹ Jacobson Aff. ¶ 27.
 ³² Jacobson Aff. ¶¶ 25-26, 29.
 ³³ Jacobson Aff. ¶¶ 51-55.

the nature or character of classroom instruction,³⁷ as NEIA made by holding out its program as a hands-on course in real-world visual effects skills; misrepresentation of recruitment personnel as "advisors" or "counselors,"³⁸ as NEIA's representatives held themselves out to be; misleading statements regarding student loans,³⁹ such as telling Ms. Jacobson her private loans were from NEIA's "preferred federal lender"; and misrepresentation of opportunity and employment,⁴⁰ including NEIA's promises to Ms. Jacobson that it had industry contacts in visual effects and that she would find employment in that field.

The regulations also require schools to disclose "any fact relating to the school or program, disclosure of which is likely to influence the prospective student not to enter into the transaction with the school."⁴¹ NEIA knew that, even if Ms. Jacobson obtained relevant employment, she would be unable to pay back the extraordinary cost of the program. To pay back her federal and private loans over their standard terms would have required a combined monthly payment of over \$1,200, or almost \$15,000 a year. In other words, NEIA arranged a debt load that would require payments of more than 56% of the average gross income of its employed graduates, which it reports to be \$26,014.⁴² Federal regulations sanction schools when graduates' loan payments exceed 12% of annual earnings.⁴³ In order to pay off her loans without a partial economic hardship as defined by the Department of Education,⁴⁴ Ms. Jacobson would have needed an adjusted gross income of well over \$100,000, or almost four times NEIA's average among its employed graduates.

Unsurprisingly, given the extraordinary cost of her degree and its low value, Ms. Jacobson has never been able to keep up with her loan payments.⁴⁵ NEIA put Ms. Jacobson on

³⁷ "It is an unfair or deceptive act or practice for a school to make a statement or representation through advertising or otherwise concerning the nature or character of classroom instruction provided by the school that is false, untrue, deceptive, or which has the tendency or capacity to mislead students or prospective students." 940 MASS. CODE REGS. 31.04(14).

³⁸ "It is an unfair or deceptive act or practice for a school to refer to salespersons or recruiters as 'counselors' or 'advisors' to imply that a salesperson or recruiter is an academic advisor or counselor, when: (a) the primary role of such person is to sell the school's programs or enroll students in the school; or (b) such person is evaluated or compensated in any part based on student recruitment." 940 MASS. CODE REGS. 31.06(10).

³⁹ "It is an unfair or deceptive act or practice for a school to make any statement or representation to students, prospective students, or any other person as to student loans or financial aid that is misleading or has the capacity to deceive students or prospective students." 940 MASS. CODE REGS. 31.07(1).

⁴⁰ "It is an unfair or deceptive act or practice for a school to make any false, untrue, or deceptive statement or representation which has the tendency or capacity to mislead or deceive students, prospective students, or any other person regarding: (a) any opportunity in any job or occupation, or the likelihood of employment in any job or occupation; (b) the necessity, requirement, or usefulness of any program in obtaining professional licensure, employment in the field of study." 940 MASS. CODE REGS. 31.04(7).

⁴¹ 940 MASS. CODE REGS. 31.05(1).

⁴² See Attachment 4.

⁴³ Gainful Employment in a Recognized Occupation, 34 C.F.R. § 668.7(a)(ii)(B).

⁴⁴ A partial economic hardship exists when a borrower's loan payments are more than 15% of her "discretionary income." Discretionary income is defined as the difference between the borrower's income and 150% of the poverty level as determined by the borrower's family size and state of residence. 34 C.F.R. § 682.215(a)(4).

⁴⁵ Jacobson Aff. ¶ 58.

an inescapable path to default in violation of the Consumer Protection Act.⁴⁶ NEIA knew or should have known that Ms. Jacobson would almost certainly be unable to pay her loans, yet it used false and misleading statements, and unfair statements to induce her to enroll.

NEIA's actions constitute unfair and deceptive business practices in violation of the Massachusetts Consumer Protection Act, and entitle Ms. Jacobson to damages and equitable relief well beyond the value of her federal student loans.

2) Fraudulent Misrepresentation; Fraudulent Inducement⁴⁷

NEIA fraudulently induced Ms. Jacobson to enroll with false claims to provide a careeroriented education that would qualify her for entry-level work in post-production visual effects. NEIA's false statements and numerous failures to disclose material information to Ms. Jacobson constitute fraudulent misrepresentation under Massachusetts law. NEIA employees intentionally misrepresented to Ms. Jacobson the nature, character, resources, facilities, employment prospects, and institutional assistance it would provide students in its Media Arts and Animation program. Massachusetts law prohibits the fraudulent "misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or refrain from action in reliance thereon in a business transaction."⁴⁸ Ms. Jacobson reasonably relied on NEIA's numerous false statements and assurances and acted on them to her detriment,⁴⁹ rendering NEIA liable for the harm it caused.

NEIA misrepresented matters of material fact to induce Ms. Jacobson enroll and did so with knowledge that its statements were false or with reckless disregard for the truth⁵⁰:

• Recruiters, who were familiar with NEIA's admissions process and enrollment statistics, described NEIA as competitive when it was not and congratulated Ms. Jacobson on a portfolio that "looked great."⁵¹ Its recruitment staff knew that its program was not competitive.

⁴⁶ Lending that dooms a borrower to default is an unfair practice within the meaning of the Consumer Protection Act. *See Commonwealth v. Fremont Inv. & Loan*, No. 07-4373-BLS1, 2008 WL 517279, at *10 (Mass. Super. Feb. 26, 2008), aff'd, 452 Mass. 733, (2008) (finding mortgage loans that the lender reasonably should have recognized were "doomed to foreclosure" presumptively unfair).

⁴⁷ In Massachusetts, fraudulent misrepresentation is a defense, the proof of which avoids a contract, *see, e.g., McGrath v. C.T. Sherer Co.*, 291 Mass. 35, 58 (1935), as well as an independent claim for damages, *see, e.g., Twin Fires Inv., LLC v. Morgan Stanley Dean Witter & Co.*, 445 Mass. 411 (2005).

⁴⁸ Graphic Arts Finishers, Inc. v. Boston Redev. Auth., 357 Mass. 40, 44 (1970); see also Int'l Totalizing Sys., Inc. v. PepsiCo, Inc., 29 Mass. App. Ct. 424, 431 (1990) ("One who fraudulently makes a misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or to refrain from action in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation.") (citing Second Restatement of Contracts).

⁴⁹ Jacobson Aff. ¶¶ 16, 57.

⁵⁰ See Alpine v. Friend Bros., 244 Mass. 164, 167 (1923) (holding misrepresentations include a statement "made with knowledge of its untruth or was made of a fact susceptible of actual knowledge with recklessness as to its truth or falsehood, or was the utterance of a half truth which in effect is a lie, or was the failure to disclose known facts when there was a duty... to disclose").

⁵¹ Jacobson Aff. ¶ 8.

- NEIA enrolled Ms. Jacobson in its Media Arts and Animation program, which it claimed e would prepare her for a career in visual effects. It knew or should have known that its Media Arts and Animation program was poorly suited to prepare Ms. Jacobson to gain employment in visual effects, as it failed to deliver even the most limited access to the kinds of technology and skill-building she would need to succeed in any field in which it claimed to be training her.
- NEIA's transfer credit policy, which restricted the use of transfer credits to elective . courses, further prevented Ms. Jacobson from enrolling in any courses related to visual effects.⁵² NEIA's faculty and student advisors had no background in the field Ms. Jacobson intended to pursue,⁵³ and thus were similarly ill-equipped to prepare her with an industry-appropriate portfolio.
- NEIA represented that Ms. Jacobson would have access to the impressive facilities it had • shown her on her tour. She was not permitted to use those facilities when she was enrolled as a student.⁵⁴
- NEIA represented that it would train Ms. Jacobson on industry-appropriate software used • by media and animation professionals and would provide the opportunity to build a competitive portfolio for her job search.⁵⁵ In fact, NEIA knew or should have known that she could never build such a portfolio, as NEIA gave her access to only obsolete and inadequate tools, such as dated and non-professional software.⁵⁶
- NEIA also misrepresented the nature of the loans Ms. Jacobson was borrowing in order • to induce additional borrowing. Financial aid advisors induced Ms. Jacobson to borrow tens of thousands of dollars in private loans, implying that they were federal loans.⁵⁷ NEIA did not disclose Ms. Jacobson's expected repayment amount,⁵⁸ knowing that the information would give pause to anyone choosing to pursue its programs. The recruiters misled her by telling her she was receiving the "best possible" loan package.⁵⁹
- Although NEIA promised industry connections, exclusive job leads, and placement . assistance from NEIA staff, it knew or should have known it would not provide them to Ms. Jacobson.⁶⁰ Career services staff did not put Ms. Jacobson in contact with anyone in her field.⁶¹ providing her only with a handout on how to apply to jobs on Craigslist⁶² but no relevant job leads.

 ⁵² Jacobson Aff. ¶¶ 30-36.
 ⁵³ Jacobson Aff. ¶ 26.

⁵⁴ See supra notes 17-18 and accompanying text.

⁵⁵ Jacobson Aff. ¶¶ 7-14; Jacobson Aff. Exs. A & B.

⁵⁶ See supra notes 17-21 and accompanying text.

⁵⁷ Jacobson Aff. ¶ 22.

⁵⁸ Jacobson Aff. ¶ 24.
⁵⁹ Jacobson Aff. ¶ 22.

⁶⁰ Jacobson Aff. ¶¶ 7, 11-14, 25-27, 29, 34-43, 51-52.

⁶¹ Jacobson Aff. ¶ 52.

⁶² Jacobson Aff. ¶ 53, Jacobson Aff. Ex. J

In sum, NEIA knew or should have known that its Media Arts and Animation program was poorly suited to help Ms. Jacobson gain employment in visual effects and would not allow her to earn enough money to pay off her debts. Its own statistics showed that graduates of NEIA's programs were unlikely to be employed in their industries or earn a salary sufficient to pay back their loans.⁶³

Ms. Jacobson reasonably relied on NEIA's misrepresentations when she enrolled, and as she completed NEIA's program of study. Ms. Jacobson had no way to know the scope and depth of NEIA's misrepresentations. She signed everything NEIA's recruiters asked her to, believing that her future career was in good hands. Had NEIA been honest—had it not fraudulently misrepresented its lack of job placement, low employment rate, incompetent advisors, woefully inadequate facilities, and the improbability of Ms. Jacobson ever getting even a fraction of the skills she would need to succeed in her chosen career or to pay back her loans—she would have never enrolled.⁶⁴ Ms. Jacobson has been deeply harmed by NEIA recruiters' misrepresentations. She faces an extraordinary debt burden,⁶⁵ her credit is ruined, she has a worthless degree, and she has no relevant job skills.⁶⁶ As a result, Ms. Jacobson struggles with depression, anxiety, and feelings of self-doubt and worthlessness, for which she has sought medical treatment.⁶⁷ NEIA's misrepresentations violate Massachusetts law and provide Ms. Jacobson with a complete defense to repayment.

3) <u>Unconscionability</u>

NEIA used deceptive sales tactics to trap Ms. Jacobson in a contract with terms so onesided that no reasonable person in Ms. Jacobson's position (a twenty-one-year-old with no assets and no substantial income) would voluntarily agree. NEIA's enrollment and financial aid practices are so oppressive that they are an affront to decency, amounting to both procedural and substantive unconscionability. Under Massachusetts law, unconscionability is "determined on a case by case basis, giving particular attention to whether, at the time of the execution of the agreement, the contract provision could result in unfair surprise and was oppressive to the allegedly disadvantaged party."⁶⁸ Such judgments must be based on the contract's "commercial setting, purpose, and effect" at origination.⁶⁹

NEIA is part of a sophisticated, national corporation with trained recruiters whose job is to enroll as many students in its programs as they can, without regard to the consequences for

⁶³ Attachment 3, "Evolve" Handout listing graduation data; *see also* Second Amended Qui Tam Complaint at 16-19, *United States ex rel. Sobek v. Educ. Mgmt. Co.*, No. 10-0131 (W.D. Pa. Feb. 10, 2012).

⁶⁴ Jacobson Aff. ¶¶ 16, 57.

⁶⁵ Jacobson Aff. ¶ 60.

⁶⁶ Jacobson Aff. ¶¶ 40, 60.

⁶⁷ Jacobson Aff. ¶ 60.

⁶⁸ Zapatha v. Dairy Mart, Inc., 381 Mass. 284, 292-93 (1980) (internal citation omitted).

⁶⁹ MASS. GEN. LAWS. ch. 106, § 2-302(2).

students.⁷⁰ It offers non-negotiable enrollment contracts to prospective students.⁷¹ As a young woman with no experience reviewing contracts, Ms. Jacobson did not understand how one-sided the terms of her enrollment agreement were, and would have been unable to negotiate to change them. In addition to committing Ms. Jacobson to borrowing extraordinary sums of money, NEIA's contract significantly limited Ms. Jacobson's rights and privileges by including a mandatory, binding arbitration clause.⁷² NEIA enrollment staff never identified or explained this aspect of the contract,⁷³ and used its vastly superior bargaining power to induce Ms. Jacobson to waive her right to a jury trial without her knowledge. NEIA's representatives encouraged Ms. Jacobson to sign the documents to enroll as quickly as possible.⁷⁴

After she enrolled, Ms. Jacobson faced continued pressure to borrow more money with little information or explanation. Throughout her time at NEIA, which has a strict attendance policy,⁷⁵ Ms. Jacobson was sent from her classes by her teachers to report to the financial aid office.⁷⁶ There, she was presented with forms she was required to sign before she was allowed to return to class.⁷⁷ Rather than explain to Ms. Jacobson what she was signing, the financial aid advisors in effect threatened her with academic discipline. In this way, she was coerced into signing even more loan documents at a moment's notice or risk academic failure. Because of the significant investment she had already made in her NEIA degree, Ms. Jacobson felt she had little choice but to sign anything put in front of her.⁷⁸

Ms. Jacobson's contract with NEIA was also substantively unconscionable in that her program was exorbitantly priced compared to other, similar institutions⁷⁹ and compared to the salaries of its own graduates.⁸⁰ Payments on a debt load like Ms. Jacobson's⁸¹ would require over

⁷⁰ The Senate Committee on Health, Education, Labor and Pensions conducted a comprehensive investigation of NEIA's parent company, Education Management Corporation. The report found intense internal pressure to recruit students. STAFF OF S. COMM. ON HEALTH, EDUC., LABOR, AND PENSIONS, 112TH CONG., FOR-PROFIT HIGHER EDUCATION: THE FAILURE TO SAFEGUARD THE FEDERAL INVESTMENT AND ENSURE STUDENT SUCCESS 499 (COMM. PRINT 2012) (describing threatening emails to recruiting staff such as "WE ARE FAR BEHIND WHERE WE NEED TO BE!!!" and rewards such as leaving work early or taking company-paid vacations).

⁷¹ Jacobson Aff. Ex. D.

 $^{^{72}}$ Id. at 2. ("Any dispute or civil claim (other than disputes or claims regarding non-payment, grades, or their academic evaluations) between the student and The New England Institute of Art . . . not resolved with the College or regulatory officials shall be submitting [sic] to binding arbitration in the City of Boston, Massachusetts pursuant to the commercial arbitration rules of the American Arbitration Association. . . . Any award entered shall be final and binding on both parties.")

⁷³ Jacobson Aff. ¶ 18.

⁷⁴ Jacobson Aff. ¶ 15.

⁷⁵ Jacobson Aff. Ex. H.

⁷⁶ Jacobson Aff. ¶ 45.

 $^{^{77}}$ Jacobson Aff. ¶¶ 46-47; Jacobson Aff. Ex. I.

⁷⁸ The Consumer Financial Protection Bureau has determined that similar practices at another for-profit college were unfair, deceptive, and subjected consumers to undue influence or were coercive. *See* Complaint ¶ 160, *Consumer Fin. Protection Bureau v. ITT Educ. Servs., Inc.*, No. 1:14-cv-292 (S.D. Ind. Feb. 26, 2014).

⁷⁹ See STAFF OF S. COMM. ON HEALTH, EDUC., LABOR, AND PENSIONS, 112TH CONG., FOR-PROFIT HIGHER EDUCATION: THE FAILURE TO SAFEGUARD THE FEDERAL INVESTMENT AND ENSURE STUDENT SUCCESS 498 (COMM. PRINT 2012) ("We are already priced higher than any of our competitors.").

⁸⁰ Attachment 2, "Evolve" Handout listing graduation data.

\$12,000 per year, which was more than 200% of the annual discretionary income⁸² of the average employed graduate of NEIA's programs. Employed graduates earning less than the average, as well as NEIA's many unemployed graduates like Ms. Jacobson, faced even more dire consequences.

NEIA willfully put Ms. Jacobson on an inescapable path to defaulting on her student loans. In order to pay off her loans without a partial economic hardship as defined by the Department of Education, Ms. Jacobson would have needed an adjusted gross income of well over \$100,000, or almost four times NEIA's average among its employed graduates. Given these figures, NEIA knew that Ms. Jacobson would almost certainly default on her student loans, and nonetheless pursued its own profit with disregard for the disastrous consequences for Ms. Jacobson.

NEIA's manufactured sense of urgency to induce Ms. Jacobson to borrow additional money, its knowledge that its actions would doom Ms. Jacobson to default, and its undisclosed arbitration clause are oppressive business practices that offend any sense of decency, and are unconscionable. Because Ms. Jacobson's contract with NEIA is unconscionable, it is unenforceable.

4) Breach of the Implied Covenant of Good Faith and Fair Dealing

NEIA failed to provide Ms. Jacobson relevant skill-building opportunities or meaningful job placement assistance, which deprivations prevented her from obtaining the benefit of their contract. The covenant of good faith and fair dealing is a "pervasive requirement"⁸³ of Massachusetts contracts that "requires that neither party shall do anything that will have the effect of destroying or injuring the right of the other party to the fruits of the contract."⁸⁴ Breach is shown by a party's "manner of performance" and the "totality of the circumstances" surrounding performance of the contract.⁸⁵

NEIA breached this covenant in its dealings with Ms. Jacobson. Once she enrolled, NEIA lost all interest in Ms. Jacobson beyond profiting from her loans. She was trained on obsolete software and denied access to the facilities and tools she needed to complete her work and learn

⁸¹ Ms. Jacobson borrowed \$24,736 in private loans with an interest rate of 6.25%, \$42,317 in private loans with an interest rate of 8.25%, \$14,500 in subsidized federal loans with an interest rate of 2.47%, and \$10,500 in unsubsidized federal loans with an interest rate of 6.80%. The estimated monthly payment for her private loans with 6.25% interest is \$277.74, and the estimated monthly payment for the private loan with 8.25% interest is \$519.03. *See* Repayment Calculator, FINAID, http://www.finaid.org/calculators/loanpayments.phtml. The monthly payment for all of her federal loans would be \$257. *See* Repayment Estimator, FEDERAL STUDENT AID, https://studentloans.gov/myDirectLoan/mobile/repayment/repaymentEstimator.action. Together, her loan payments

https://studentloans.gov/myDirectLoan/mobile/repayment/repaymentEstimator.action. Together, her loan payments would be \$1,053.77 per month, or \$12,645.25 per year.

⁸² NEIA's 2004 graduate employment disclosures indicate an average salary of \$26,014 for its graduates. See Attachment 4. 150% of the federal poverty guideline for a single person in 2004 was \$13,965. See Notice, Annual Update of the HHS Poverty Guidelines, 69 Fed. Reg. 7336, (Feb. 13, 2004). Therefore, a graduate with average earnings of \$26,014 had a discretionary income of \$12,049: the difference between her income (\$26,014) and 150% of the poverty line (\$13,965). See 34 C.F.R. § 682.215(a)(4)(defining discretionary income). Her annual loan obligation of \$12,645.25 per year amounted to 105% of the discretionary income NEIA's average graduates earned.
⁸³ Fortune v. Nat'l Cash Register Co., 373 Mass. 96, 102 (1977).

⁸⁴ *T.W. Nickerson, Inc. v. Fleet Nat'l Bank*, 456 Mass. 562, 570 (2010) (internal citations and quotations omitted). ⁸⁵ *Id.*

her trade.⁸⁶ Ms. Jacobson made good faith efforts to remedy her situation. When she was assigned to use Windows Movie Maker, a beginner-level software program that was irrelevant to industry professionals, she asked her teacher for more relevant training, but was rebuffed.⁸⁷ She then attempted to teach herself Adobe Premiere, which would be more appropriate, but she was penalized and made to start over using Windows Movie Maker.⁸⁸ Ms. Jacobson reached out to the school's president, her advisor, and the program's department head to share her misgivings about the program and seek changes to make her educational experience more relevant. NEIA ignored her.⁸⁹ She was therefore unable to gain any professional training or advantage from her enrollment at NEIA.

Despite its promises, NEIA never provided Ms. Jacobson any career support. The most Ms. Jacobson ever received was a handout with "tips" on how to apply for free internet bulletin board postings.⁹⁰ She was not introduced to a single employer in her field, sent on any interviews, or invited to attend any networking or job search training events.⁹¹

In three and a half years of classes, NEIA failed to provide any educational training of value or make any attempt to remedy the program's defects and inadequacies, even after Ms. Jacobson's requests. NEIA prevented Ms. Jacobson from benefiting from their contract at every turn, and in doing so, breached its implied covenant of good faith and fair dealing. NEIA's breach provides Ms. Jacobson with a complete defense to repayment.

Conclusion

NEIA created a deplorable situation for Ms. Jacobson: she graduated enormously indebted for an education that lacked any value. Meanwhile, Education Management Corporation, NEIA's parent company, posted \$2.5 billion dollars in revenue for the most recent reported year.⁹² She endures long-term unemployment because NEIA did not have any of the industry contacts or job preparedness training that it boasted to induce Ms. Jacobson to enroll. NEIA frequently caused her to act against her own interests in pursuit of its own profit, employing high-pressure tactics to ensure Ms. Jacobson was not fully informed about her decisions or able to make them freely.

Ms. Jacobson has been devastated by her student loan debt. With her credit ruined, she is unable to rent an apartment or consider purchasing a home or car.⁹³ Still unemployed at thirtyone, Ms. Jacobson is in no position to begin saving or planning for her future, nor to pursue further education to help her become employable in her field or any other.⁹⁴ She has been

⁸⁶ See supra notes 17-21 and accompanying text.

⁸⁷ See supra notes 19-21 and accompanying text.

⁸⁸ Jacobson Aff. ¶ 39.

 ⁸⁹ Jacobson Aff. ¶¶ 41-43.
 ⁹⁰ Jacobson Aff. ¶ 53; Jacobson Aff. Ex. J.

⁹¹ Jacobson Aff. ¶¶ 27, 52.

⁹² Education Management Corporation, 2013 Annual Report (Form 10-K) 3 (Sept. 3, 2013).

⁹³ Jacobson Aff. ¶ 60.

⁹⁴ Id.

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pursued and harassed by debt collectors.⁹⁵ Each day she watches her student loan debt climb while her career goals and dreams for the future fall. Depressed, anxious, and feeling hopeless about her present situation and the future, Ms. Jacobson has sought medical treatment and legal help.⁹⁶

As detailed in this letter, Ms. Jacobson has numerous causes of action against NEIA, which provide complete defenses to repayment of her student loans under Massachusetts law. Pursuant to federal law, regulation, and the terms of her promissory note, she requests full cancellation of her federal student loan debt, a determination that she has not been in default, and the clearing of all negative credit history related to these loans.⁹⁷ If you have any questions about her claims or the evidence supporting them, please contact me. Thank you in advance for your attention to this matter.

Sincerely,

Toby Merrill Attorney for Jessica Jacobson 617-390-2576 tomerrill@law.harvard.edu

Torie Atkinson Student Advocate

CC: United States Senator Elizabeth Warren Massachusetts Attorney General Maura Healey

⁹⁵ Jacobson Aff. ¶ 61.

⁹⁶ Jacobson Aff. ¶ 62.

⁹⁷ Following the cancellation of Ms. Jacobson's loan debt, the Department of Education can and should recover these funds from NEIA. *See* 34 C.F.R. § 685.206(c)(3) ("The Secretary may initiate an appropriate proceeding to require the school whose act or omission resulted in the borrower's successful defense against repayment of a Direct Loan to pay to the Secretary the amount of the loan to which the defense applies.").

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ATTACHMENT 1

AFFIDAVIT OF JESSICA JACOBSON IN SUPPORT OF HER LETTER ASSERTING STATE LAW DEFENSES

- 1. My name is Jessica Jacobson. I am thirty-one years old.
- 2. I reside at 33 Crescent Heights in Fitchburg, Massachusetts.
- 3. I graduated from Mount Wachusett Community College in May of 2004 with an Associate's Degree in Web Design.
- 4. In 2004, I was twenty-one years old and living with my parents. I had no assets or significant income and had never lived on my own.
- 5. I became interested in a career in post-production visual effects and began reaching out to schools with visual effects programs, including the New England Institute of Art ("NEIA").

Recruitment

- 6. In September of 2004, I visited NEIA and met with an admissions representative.
- 7. The admissions representative asked me about my interests and told me that NEIA's Media Arts and Animation program would prepare me for a career in visual effects.
- 8. The admissions representative told me that NEIA's program was difficult to get into but that my portfolio "looked great."
- 9. The admissions representative gave me several brochures, pamphlets, and handouts about NEIA's programs, copies of which are attached as Exhibits A and B.
- 10. NEIA's brochures and pamphlets convey that NEIA is a great school.
- 11. NEIA's admissions representative said the Media Arts and Animation Program was new but did not tell me that I would be in the very first class of students and that NEIA had never offered this program before.
- 12. NEIA's admissions representative gave me a tour of NEIA's facilities, including a highend green screen studio that she said was for use specifically in visual effects work.
- 13. NEIA's admissions representative told me that the school's name had weight in the visual effects industry, and that the school and its career services office had exclusive connections, job leads, and networking opportunities in visual effects. The representative said that NEIA would help me through all stages of my job search and most of its graduates got great jobs.

- 14. NEIA's admissions representative told me that NEIA's career services office would work tirelessly to put me in touch with relevant job leads and connect me to alumni and professionals in the visual effects industry.
- 15. I felt pressured to apply to NEIA right away because of the representative's statements that the school was competitive.
- 16. I would not have enrolled at NEIA If I had known that the admission representative's statements about the quality of the Media Arts program, the high chance I would gain visual effects employment, and the resources NEIA would provide to connect me to visual effects jobs, were all false.
- 17. On November 12, 2004, I completed and signed a Stafford Loan Promissory Note, a copy of which is attached as Exhibit C.
- 18. On November 14, 2004, I completed and signed an Enrollment Agreement with NEIA, a copy of which is attached as Exhibit D. I did not know that the Enrollment Agreement included a mandatory binding arbitration clause or what that meant.
- 19. Around November 18, 2004, I received a letter from NEIA, a copy of which is attached hereto as Exhibit E, informing me that I had been accepted for admission into the Media Arts and Animation program to begin in January of 2005.
- 20. Between 2004 and 2007, I borrowed \$92,053 in federal and private student loans, all of which were paid to NEIA.
- 21. I did not know that some of my loans would accrue interest while I was in school.
- 22. I did not know that \$67,053 of my loans were private loans. The financial aid advisor told me that all of my loans were from NEIA's "preferred federal lender," and that I was receiving "the best possible loans." Therefore, I thought all of my loans were federal loans.
- 23. I was not asked to have any cosigners or speak to anyone before signing the loan applications or promissory notes.
- 24. I had no idea what my repayment amount upon graduation would be.

Media Arts and Animation Program

- 25. Once enrolled, I discovered that the Media Arts and Animation program's courses were geared toward aspiring animators and video game designers, not visual effects artists.
- 26. None of my professors had a background in visual effects.
- 27. No visual effects professionals ever visited the school.

- 28. The only class I took related to visual effects, Digital Composition, was taught by Jason Weiner, whose background was in video games.
- 29. Nobody at NEIA knew how to help me prepare an industry-appropriate portfolio.
- 30. NEIA accepted credits from only seven of my twenty-three classes from Mount Wachusett Community College. A copy of my NEIA Unofficial Transcript for Winter 2005, a copy of which is attached as Exhibit F. As a result, the program cost more and took longer than NEIA originally led me to believe.
- 31. I repeatedly contacted the administration, including the head of the Media Arts and Animation Program, Jason Donati, to accept additional transfer credits. Despite numerous meetings, calls, and office visits, NEIA refused.
- 32. The transfer credits they did accept were only allowed as electives, even if they were substantially equivalent to NEIA's required prerequisites.
- 33. For example, though I was a web design major at Mount Wachusett, NEIA required me to take "Intro to Computers."
- 34. I was also required to take "Digital Ink and Paint" because Jason Donati, the director of the Media Arts and Animation program, told me I would learn the program Toon Boom, an industry-appropriate software program. We never used that program. I re-learned Macromedia Flash, a program not relevant to visual effects, which I had already learned at Mount Wauchsett Community College.
- 35. In "Digital Editing Video and Audio," the professor told us he had taught himself the program we were using three weeks prior to class starting.
- 36. NEIA did not permit me to enroll in the only 3D visual effects course it offered because my transfer credits had satisfied all of my elective requirements. To take another elective I would have had to pay additional tuition above and beyond what I had already paid.
- 37. The green screen studio I had been shown on my tour was not available to students enrolled in the Media Arts and Animation program, and I was not permitted to use it for any of my projects.
- 38. To complete the only class assignment I ever received that required a green screen, I taped green pieces of construction paper to a wall.
- 39. One professor required me to use Windows Movie Maker to create a movie. This program would never be used in a professional setting. I asked my professor if I could teach myself a more appropriate program, such as Adobe Premiere, which the brochures NEIA's admissions representative had given me promised I would learn. My professor responded by docking my grade, and forced me to begin the project again using Windows Movie Maker.

- 40. Despite completing the Media Arts and Animation program, I am unprepared for a career in visual effects work. I lack experience with the kind of software that would be used in the visual effects industry and was never able to build an appropriate portfolio.
- 41. I repeatedly contacted Jason Donati about problems I was having taking relevant courses and being forced to retake courses I had already completed at Mount Wachusett Community College.
- 42. I wrote to NEIA's president, Stacy Sweeney, to discuss my concerns about NEIA's program, including the use of obsolete software and the dearth of relevant job connections. My draft letter is attached as Exhibit G.
- 43. No employee or representative of NEIA ever responded to my calls or letters.

Lending Practices

- 44. NEIA has a strict attendance policy described in its Student Handbook, excerpts of which are attached as Exhibit H.
- 45. Nearly every day, professors sent students out of class to report to the financial aid office.
- 46. I was frequently sent from my classes to report to the financial aid office, where financial aid officers told me to sign more financial forms.
- 47. One such document was the Creative Education Loan Promissory Note that I signed on October 19, 2006, attached as Exhibit I.
- 48. Financial aid officers did not explain the forms they asked me to sign and I was told that if I refused to sign, I would not be allowed to return to class. If I did not return to class, my grades would be penalized.
- 49. I believed that the financial aid advisors were looking out for my best interests. I signed everything they gave me.
- 50. I understand now that the forms I was signing were actually loan documents.

Post-Graduation Job Search

- 51. I repeatedly reached out to the Career Services Office about getting an internship in visual effects.
- 52. I was never put in touch with a single employer in visual effects.
- 53. During my final year, I was enrolled in a course called "Animation Seminar and Portfolio," which was meant to prepare me for my job search. In the course, the professor distributed a flyer titled "Tips for Applying to a Job from Craigslist," attached as Exhibit J.

- 54. With no assistance from NEIA, I found one unpaid internship with Brickyard Visual Effects, where I worked as an unpaid intern for several years, and then briefly earned \$10 per hr as a part-time, paid intern.
- 55. I was laid off by Brickyard in 2010 and have not been hired for any job remotely related to visual effects since then.
- 56. Despite NEIA's inability to help me find an internship and a job and my inability to find any paid work in visual effects, NEIA's career office asked if they could list me as a "success" for their records.
- 57. If I had known of NEIA's inability to prepare me for and assist me in pursuing a visual effects career, or that my loan payments would be so unaffordable, I never would have enrolled.
- 58. Soon after I graduated, I was unable to afford my loan payments and all of my loans went into default.
- 59. On August 30, 2013, I consolidated my federal loans into a Direct Consolidation Loan and enrolled in Income-Based Repayment. A copy of the Master Promissory Note for that loan is attached as Exhibit K.
- 60. My credit is ruined and I am unable to rent an apartment or consider purchasing a home or car. I cannot save money or plan for my future.
- 61. I have been pursued and harassed by debt collectors since my graduation.
- 62. Unemployed and over \$140,000 in debt, I fell into a deep depression and suffered from anxiety and panic attacks for which I have sought medical treatment.

I have read the foregoing statement and it is true to the best of my knowledge and belief under the pains and penalties of perjury.

Date: February 28, 2015

Jessica Jacobson

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EXHIBIT A

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1.1.2

So, are you going to sit still or are you going to evolve

The New England Institute of Art" 50 Y



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1.4



This is where you and your ideas will evolve

The New Brigade actual of an is smaller in the greater Boston area to its Broukline, on the city contex and just a short stock stock on Ferwiev Pack and the college compused of Simmond, Employ Let Princips (Investigation and Northeastern Brockline is a Diend of budy day stream and us militing roward/adde. The En o upperend at open on dia travella travella service and the service of the ser plate while town got tourne and Brockfore's live when given get

Max vehicle centred crant as Convedge Contentant encokerie willinge normali provinsi reas prefer vices ruce manager anaque stores, a u quer more d students that our obsect carboularly convenient marke in many of Boston radio and reversion starkins, ad adendies, and madia production compensit that are chared care.

Study in an environment that nurtures creativity

Our school and facilities are designed to help launch your career. We have six computer labs, two television studios, two digital aditing labs, three /9010 production studies, a MIDI lab, three recording studies, Web racks station: and four graphic design classrooms. We also have a record label company colled Nakert Ear Peccros and a video production company called Naked Eye Video

Bur library houses a collection of communications and design-related books. tereer related periodicals, videorapes, computers, and CDs. Students may size i an the library to access online databases.

Financial Aid

We are here to help you find ways to make your education affordable. Financial assistance is available to those who qualify

Career Services: We're here to help

The Career Services Department aids our scon-to-be graduates with their job search — and also assists students in finding nart-line employment while they've in school

Keep yourself well-rounded

Dutside of class, our students are still keeping active in their photon fields. All \sim independent Padio prosdoests entirely on the Net. Staffed and programmed by students and faculty it broadcasts daily across the globe. Naked Far Peccrosis

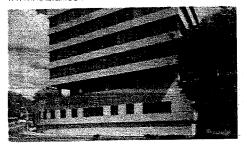
your talent? Change happens here. What's it take? A

The New Encland Institute of Art is dedicated to helding. men and women become intellectually aware, socially responsible people as well as actively engaged, technically competent design and communications professionals

Many of our faculty work outside of the classroom in their field of excentise.



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our record lebel and releases compliation and single artist recordings. The New Media Group, allows students to explore new media, the Internet, and the Web in addition. Nexed Truth is the College's literary megazine published twice a year Named Eye Video is the College's production company and produces music videos accumentaries, meannest productions, and more. The Graphic Design Club gives students the opportunity to work on pro bono and freelance projects outside of me classroom. Drama Olup students enjoy various activities including artending. meanneal productions at local venues and preparing for auditions

Housing services: Become an artist in residence

Our goal at the Student Services Department is to help you find comformable. effordable housing that outs your budget and lifestyle. Limited college-opcreared nousing is available each comester on a first-come. First-served basis. The College assists students seeking independent housing in the area by providing roommate reterrais and rental information

Programs of Study

Audio & Media Technology, ESI — Brachic Design (BSI Audio Production, ASI Broadcassing (Radio or Newtoon (58)

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LASI Associate of Science es bureau of Scenet

There will be video games, light years ahead of anything you've ever played before. There are cars, yet to be driven, whose beautiful curves will sing siren's songs of "try me, buy me" to you from the sales lot. Or envision a new fusion restaurant, where the cuisine of two countries are melded for the first time.

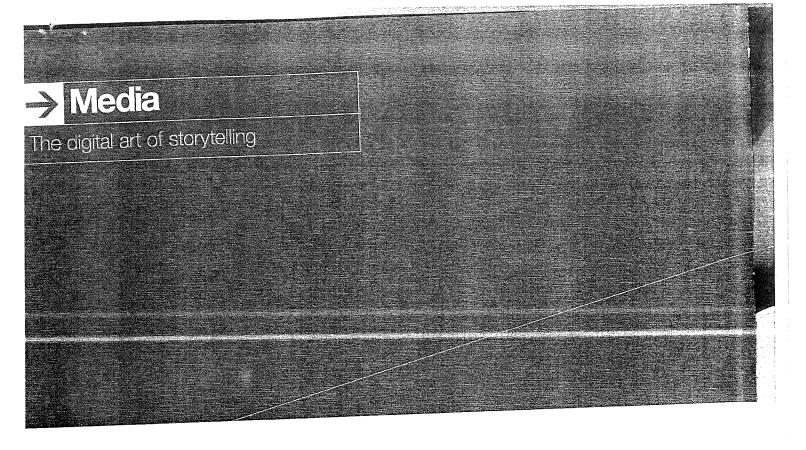
New ideas are floating around everywhere, and it takes a special kind of person to tap into them. Someone who understands that creativity doesn't just happen overnight. Someone who isn't afraid to take chances and challenge everything, including themselves. Someone who is willing to push conventional thought past the limits into a fresh, workable idea.

Chances are, you're one of those people. The art of creativity demands an open mind that asks "What if?" and "Why not?" It requires pushing ideas and never settling for mediocrity — advancing thought toward

fresh, new solutions. This process keeps art, and those people involved with the creation of art, vibrant and ever forward-thinking.

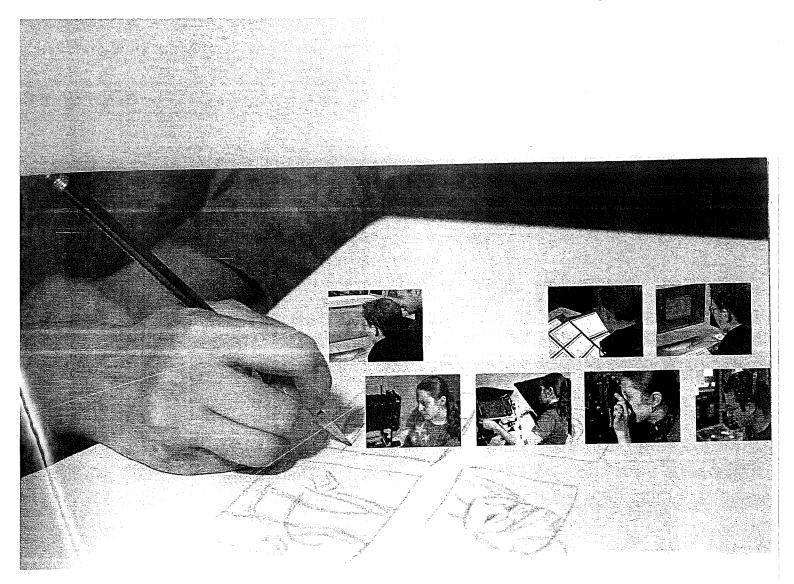
At The Art Institutes, we provide a launching pad for your personal and professional creative evolution. The tools we provide can give you the means to make your ideas unfold. And you won't be alone. Synapses are firing everywhere; imagine tossing around ideas with a classroom of students who also want to push the envelope, encouraged by faculty who have the experience and commitment to help make those ideas happen. Watch good concepts transform into even better ideas and eventually into creative solutions.

Creativity takes talent, determination, and legwork. You'll be challenged here, cooking up and developing your ideas and learning how to work in the real world and a changing marketplace. **Expect to evolve.**





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→ When you start your first quarter at The An Instituties you may have some misconceptions about the media arts industry, and you'll be surprised and enlightened as we discel these for you. Things like, "If you know the software, you can design an enective web site Or. "If something looks cool, it works." Well, this isn't always the case.

Fact is, there's a systematic process and lots of thinking behind every cool Web site, video game and award-winning TV commercial. There are foundations that are learned before you start creating the world's next infamous superhero. You'll learn to profile your target audience and work as part of a team combining all elements of the creative process to develop a plan and communicate effectively. The basil communicates and experies and under the programmers and under elements of the fractively. The basil communicates and experies and under the programmers are computed as service and experies and under elements of the programmers are computed as the programmers are computed and each experies to be a programmers are computed and each of software. It's concepting, problem solving and self expression, it means thinking like a communication of a story teller.

Media drives business.

Whether it's advertising on TV, a corporate industrial video, a radio spot, or a Web site, businesses depend updated a local of made and are series in biden their messages to life in original and interesting ways. That's why the media programs at The Art Institutes emphasize business principles as much as creative ones.

Have you ever seen a TV spot that was cool to look at but didn't give you a sense of why that product was better than anything else on the market? It happens all the time. That's why it's so important, as a communibator, that you learn to use the creative lools at hand to capture the attention of your audience while never rosing sight of what your client wants to achieve. If your pract looks great but didn't achieve its goals, time and money have been wasted. Our dedicated faculty will each you to approach every project as a problem in need of a solution. This means knowing what is going on in the heads of a potential client — knowing what hell goals are, and why they want what they want it also means learning how to work and think as part of a learn. You Il learn to pay attention to detail, listen



and create designs that work. Doing your homework, keeping up with industry and technology trends, and studying how to develop effective concepts will make you a more well-rounded professional. So, whether it's designing a Web site that teaches children about safety, a broadcast message that has to appeal to female grocery shoppers over 35, spending hours on a photo shoot to create pictures that speak for themselves, or creating the holtest selling new video game, you'll see that it all comes down to solving real-world problems

Making progress in an industry of change.

As you move through your courses in media arts, you will notice that you're not only becoming a vital part of change, but that your talent, skills, and ideas about the role of media arts is also progressing. And because technology continues to evolve at an astounding rate. The Art Institutes provide the necessary training, access, equipment, time, mentors, and practice you'll need. You will acquire knowledge about the stages of the production process and learn how to be part of a creative team. Start-to-finish projects enable you to learn important concept and execution skills, while also giving you the opportunity to learn more about yourself as you grow and refine your.

skills. Your passion will turn into techniques in courses taught by faculty who know their business. You'll learn to bring your imagination to life in an effective way that speaks to your audience. Faculty and classmates will critique your work and your efforts will improve through good, constructive feedback. You'll spend hours coming up with ideas and refining them. This could mean being in an edit suite making up for less-thanperfect shoot conditions. Or in an audio session coaching the voiceover talent on her delivery. Your storyboards and designs will be scrutinized And you'll learn that there is much more to learn than you had ever imagined. Ultimately, your own sityle and innovation will evolve. Each quarter, you'll realize that the creative process does not always follow a straight and narrow path, it can actually be quite chaotic as all sorts of things bubble to the surface while you suplore your ideas. You'll also discover that in the midst of the chaos, there will be those "a-ha" moments when it all comes together

The pay of

In the final quarter of your program, professional development courses will help you build the shifts and confidence you'll need to begin your jow search. Dua"In critiques, you learn to start listening to what others are saying and you learn to look at your work objectively. It makes you more well-rounded."

Ashley Summerlin, Graphic Design, Student The Art Institute of Atlanta

Imagine.

Animated epics that inspire.

Game designs that captivate. Special effects that fascinate. Media arts professionals combine imagination and technology to surprise, inform, and entertain via the Internet, television, and thesilver screen. They're inspired by the energy of motion and the power of sound. They examine how shadows dance across moving objects. And how movement affects color and proportion. They're the next generation of storytellers.

Career Services staff will guide you through those first steps into the working world through job leads and networking opportunities that can get your foot in the door and your career on the right track. By the time you're ready to graduate from your media arts program, you will have culminated a portfolio of your finest work for potential employers to see — a demonstration of your hard work and imagination. Our goal is to prepare you for entry-level positions in the media arts field. All this, combined with your new-found appreciation for how this industry works, will help you to make an impact in this fast-paced and continuously changing field

Media Arts Programs of Study

Program offerings vary by location.

Animation

Master's, bachelor's, and associate's degree programs; diploma and certificate programs **Audio Production** Bachelor's and associate's degree programs; diploma and certificate programs **Broadcasting** Associate's degree program

Digital Media Production

Bachelor's degree program Game Art & Design Bachelor's degree program; diploma and certificate programs Multimedia & Web Design Bachelor's and associate's degree programs; diploma and certificate programs; diploma program Video Production Master's, bachelor's, and associate's degree programs; diploma and certificate programs Visual Effects & Motion Graphics

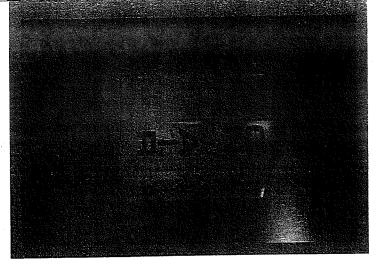
Bachelor's degree program; diploma and certificate programs

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Career Services

The New England Institute of Art provides a balance of career and liberal arts education to prepare graduates for employment in their chosen field. Industry-experienced faculty use a student-centered approach and market-driven curricula to support students in developing the tools and skills necessary to achieve their goals.



DEGREE PROGRAMS

Audio and Media Technology

The Bachelor of Science degree program in Audio and Media Technology is for students who are serious about the audio industry and their future. Students get a solid grounding in critical listening, computer music, and the physics of sound, plus exposure to the actual situations that they run into in their professional career.

Graphic Design

The Bachelor of Science degree program in Graphic Design is the first step toward a career in commercial design. Initially, students develop an understanding of color and composition, design and typography, and drawing skills. As they progress through the program, students are trained in creative problem solving and learn to offer solutions that are effective in the business of Graphic Design.

Digital Media Production

The Bachelor of Science degree program in Digital Media Production provides an intensive study of digital production in three highly competitive areas: Digital Cinema, Corporate and Commercial Video Production, and E-Journalism. The degree gives all students a solid base of foundational material to develop critical thinking skills in History of Mass Communications, History of the Moving Image, The First Amendment and Media Literacy and Popular Culture. It also immerses students in the digital technology for shooting, editing, writing, graphics, and communications on the web.

Interior Design

The Bachelor of Science degree program in Interior Design offers students the opportunity to learn foundation art skills, drafting, contract/commercial design, residential design, and furniture history and design to help them solve client problems. Students will develop abilities in all aspects of the design of three-dimensional residential and commercial spaces. Students start with courses in drawing, perspective, proportion, color theory, basic design and other fundamentals. The program also incorporates courses in 2-D and 3-D computer-aided design, history of Interior Design and cultural contexts, furniture design, inghting design, building codes, computer rendering, 3-D modeling, accessory design and other topics related to the field.

Media Arts & Animation

The Bachelor of Science degree program in Media Arts & Animation refines and synthesizes the students' competencies in the field of computer animation. Students apply advanced techniques in drawing characterization, animation in both 2-D and 3-D computerized environments, and interactive technologies. Students will develop a graduate project which represents a unique style and demonstrates conceptual abilities. This program prepares graduates for entry-level positions such as 2-D animators, 3-D animators, special effects animators, broadcast graphic artist, or other animation and art specialties.

Interactive Media Design

The Bachelor of Science degree program in Interactive Media Design offers hands-on experiences in everything from designing streaming media to managing Web site growth and exploring new dimensions with electronic shopping and interactivity. Students can study a wide range of areas, from designing virtual worlds to marketing on the Internet. Students learn to develop and manage Web activities and create e-commerce applications. Students work in the college's Internet labs, where they learn about Web site development and management, marketing and e-commerce, measuring the success of online activities, and protecting secure access. Students graduate with skills in building and maintaining Web sites and developing Internet-based strategies to help organizations integrate the Web into their operations.

Audio Production

The Associate of Science degree program in Audio Production allows students to learn a basic skill set covering the fundamentals of various audio applications. Included are courses that require the student to produce projects that demonstrate their creative and technical abilities.

Broadcasting-Radio & TV

In the Associate of Science degree program in Broadcasting, students can concentrate in either radio or television. Students acquire essential skills of radio or TV broadcasting, from announcing and videography to editing and producing. Students also learn to produce a high-quality product and bring it to market, with assignments built around real-world broadcast situations such as shooting, writing, and editing a TV news story or producing a music video under deadline.

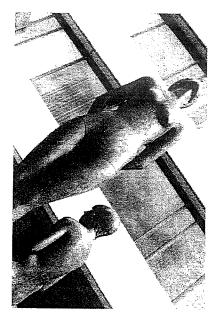
CAREER PLANNING & PROFESSIONAL PLACEMENT ASSISTANCE

Whether your industry is Graphic Design, Broadcasting, Sound Engineering or Interactive/Multimedia, New England Institute of Art graduates have the training and skills to be valued employees with your company. Career Services takes pride in working closely with employers, students and alums to ensure that our candidates are referred to only appropriate employment opportunities.

The New England Institute of Art and Career Services are committed from the student's very first semester to begin to prepare them for career success. Initially, assistance is offered in finding part-time jobs, via the Student Employment Advisor. The Student Employment Advisor manages the on-campus work study program, however many students choose to work off-campus. Chances are if you have a part-time job available - The New England Institute of Art has a student that can fill that job. Typical student employment jobs are in the following areas: customer service, office/administrative, retail, technical support, audio/video, etc.

Our approach is simple. Students work with specifically assigned Career Advisors to devise a job search strategy. Career Advisors help students determine their interests, skills, abilities during their last semester and work intensively with them after graduation to help them find appropriate field-related positions.

Post your jobs with Career Services! You can feel confident that you'll get a quick response, your positions will be shared only with candidates who are appropriate and as a result you'll receive resumes/inquiries from students and grads who are qualified.



INTERNSHIPS

At The New England Institute of Art we believe hands-on experience and internships are an integral part of how students learn about the industry they plan to enter. Therefore, it's a requirement that all students complete at least 120 hours of an internship prior to graduation. The Internship Program is administered and overseen by the Office of Career Services. Career Advisors assist students in identifying appropriate internship sites.

Internships are:

- Required (120 hours) additional internships are strongly encouraged,
- Usually done in the student's final year of study,
- Done for college credit,
- Are either paid or unpaid
- Usually done part-time students intern an average of 15-20 hours per week

WAYS TO GET INVOLVED

We value participation and input from our employer partners. Here are a few ways to get involved with The New England Institute of Art.

ON-CAMPUS RECRUITMENT: Save valuable time! Save on advertising costs! You're always welcome to our campus (conveniently located in Brookline Village) to meet with and interview students and/or recent grads for your open positions.

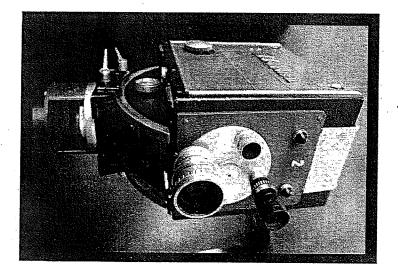
CAREER FAIR: Promote your company! Meet new and future grads for open positions! Usually held in the Spring, The New England Institute of Art career fair is a great way to meet potential candidates for your open positions.

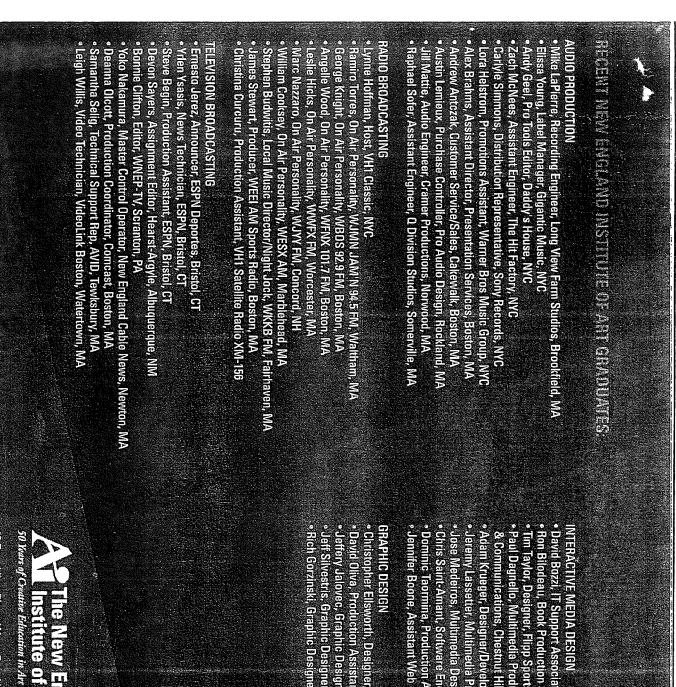
PANEL DISCUSSIONS/GUEST SPEAKING: Share your knowledge and experience with our students and future grads! A number of times per year, Career Services invites employers to share their vast knowledge and experience with students and recent grads.

ABOUT CAREER SERVICES

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The New England Institute of Art prides itself on a strong emphasis on career preparation. These services include career planning, internships, close employer involvement and job placement assistance for our graduates. Each program has a specific career advisor who works with students, grads and employers in their industry and oversees internship and job placement for students in their major.







INTERACTIVE MEDIA DESIGN

David Bozzi, IT Support Associate, Harvard Medical School, Boston, MA
 Ron Bilodeau, Book Production Specialist, Boston Common Press, Brookline, MA

Tim Taylor, Designer, Flipp Sports, Canton, MA
 Paul Dagnello, Multimedia Producer, Boston College/Office of Marketing

& Communications, Chestnut Hill, MA

Adam Krueger, Designer/Developer, Code Lab Technology, Wakefield, MA
 Jeremy Lassetter, Multimedia Producer, The MITRE Corporation, Bedford, MA
 Jose Medeiros, Multimedia Designer, Glad Works, Pawtucket, RI

 Chris Saint-Amant, Software Engineer, BiT Group, Inc. Somerville, MA
 Dominic Taormina, Production Assistant, Sky Publishing, Cambridge, MA Jennifer Boone, Assistant Web Master, WHDH NBC 7, Boston, MA

 Jeffery Jalovec, Graphic Designer, AgaMatrix, Cambridge, MA
 Jeff Silvestris, Graphic Designer, DiBona Bornstein & Random, Boston, MA Christopher Ellsworth, Designer/Owner, CGE Design, Boston, WA David Oliva, Production Assistant, Versal Editorial Group, Andover, MA Rich Gorzinski, Graphic Designer/Marketing Assistant, Boston Acoustics, Peabody MA

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