

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, Colorado 80202	COURT USE ONLY
STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL, Plaintiffs, v. EDUCATION MANAGEMENT CORPORATION, ARGOSY EDUCATION GROUP, INC., a wholly owned subsidiary thereof d/b/a ARGOSY UNIVERSITY, Defendants.	
FINAL CONSENT JUDGMENT AGAINST EDUCATION MANAGEMENT CORPORATION, ARGOSY EDUCATION GROUP, INC., AND ARGOSY UNIVERSITY	

This matter is before the Court on the parties’ Stipulation for Entry of a Final Consent Judgment. The Court has reviewed the Stipulation, the Complaint and is otherwise advised in the grounds therefore. The Court concludes that good cause has been shown for entering this Final Consent Judgment.

Accordingly, IT IS ORDERED that:

I. GENERAL PROVISIONS

1.1 Scope of Final Consent Judgment. The provisions of this Final Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, §§ 6-1-101, *et seq.* C.R.S. (2013) (“CCPA”). This Final Consent Judgment shall apply to DEFENDANT EDUCATION MANAGEMENT CORPORATION., a Pennsylvania corporation listed on the NASDAQ as “EDMC”; its indirectly wholly-owned subsidiary ARGOSY EDUCATION GROUP, INC., doing business as ARGOSY UNIVERSITY (hereinafter, “ARGOSY”), and any person under ARGOSY’s control or at its direction, including but not limited to, any principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assigns who receives actual notice of this Final Consent Judgment.

1.2 Release of Claims. The State of Colorado, *ex rel.* John W. Suthers, Attorney General, acknowledges by the execution hereof that this Final Consent Judgment constitutes a complete settlement and release of all claims on behalf of the STATE against Defendants ARGOSY with respect to all CCPA claims, causes of action, damages, fines, costs, and penalties which were

asserted or could have been asserted in the Complaint, that arose prior to this date under the CCPA and were related to or based upon the acts or practices which are the subject of the Complaint filed in this action. Notwithstanding the foregoing, the STATE may institute an action or proceeding to enforce the terms and provisions of this Final Consent Judgment or take action based on future conduct by ARGOSY.

1.3 No Admission of Liability. ARGOSY and the STATE are entering into this Final Consent Judgment for the purpose of compromising and resolving disputed claims and to avoid the expense of further litigation. It is expressly understood that nothing in this Consent Judgment constitutes an admission, declaration, or other evidence of the rights or liabilities of any person or entity, except with respect to the terms provided in this Consent Judgment. The STATE acknowledges that ARGOSY has denied liability for any allegation or claim set forth in the Complaint.

1.4 Preservation of Law Enforcement Action. Nothing herein precludes the STATE from enforcing the provisions of this Final Consent Judgment, or from pursuing any non-released claims, including any law enforcement action with respect to the acts or practices of ARGOSY not covered by this Final Consent Judgment or any acts or practices of ARGOSY conducted after the date of this Final Consent Judgment.

1.5 Compliance With and Application of State Law. Nothing herein relieves ARGOSY of its duty to comply with applicable laws of the State of Colorado nor constitutes authorization by the STATE for ARGOSY to engage in acts and practices prohibited by such laws. This Final Consent Judgment shall be governed by the laws of the State of Colorado.

1.6 Non-Approval of Conduct. Nothing herein constitutes approval by the STATE of ARGOSY's past business practices. ARGOSY shall not make any representation contrary to this paragraph.

1.7 Preservation of Private Claims and Relation to Private Settlements. Unless otherwise noted, nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any person against ARGOSY with respect to the acts and practices covered by this Final Consent Judgment.

1.8 Use of Settlement as Defense. ARGOSY acknowledges that it is the STATE's customary position that an agreement restraining certain conduct on the part of a defendant does not prevent the STATE from addressing later conduct that occurs after the entry of this Final Consent Judgment that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the STATE's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the STATE from taking enforcement action to address conduct occurring after the entry of this Final Consent Judgment that the STATE believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Final Consent Judgment shall not be a defense to any such enforcement action.

1.9 Use of Settlement in Business Activity. Under no circumstances shall this Final Consent Judgment or the name of the Attorney General or any of the STATE's employees or representatives be used by ARGOSY or by its officers, employees, representatives, or agents in conjunction with any marketing or admissions recruitment activity by ARGOSY as an endorsement of any of its conduct. A violation of this paragraph constitutes a violation of this Final Consent Judgment. However, nothing in this Final Consent Judgment shall prevent ARGOSY from truthfully responding to inquiries about the Final Consent Judgment.

1.10 Retention of Jurisdiction. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this Final Consent Judgment to apply to this Court at any time for any further orders which may be necessary or appropriate for the construction, modification or execution of this Final Consent Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

1.11 Public Record. Pursuant to § 6-1-110(2), C.R.S. (2013), this Final Consent Judgment shall be a matter of public record.

1.12 Contempt. The parties understand and agree that any violation of any term or provision of this Consent Judgment shall give rise to the contempt remedies and penalties provided under § 6-1-112(1)(b), C.R.S. (2013).

1.13 Execution in Counterparts. This Final Consent Judgment may be executed in counterparts.

1.14 Severability. If any provision(s) of this Final Consent Judgment is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.15 Successors in Interest. The terms and provisions of this Final Consent Judgment may be enforced by the current Colorado Attorney General, and by any of his agents or representatives, as well as by any of his successors in interest, and by any of his successors in interest's agents or representatives.

II. DEFINITIONS

2.1 Unless otherwise stated herein, the terms "Advertise" or "Advertisement" mean the attempt by publication, dissemination, solicitation, or circulation, visual, oral, or written, to induce directly or indirectly any person to enter into any obligation or to acquire any title or interest in any property. Colo. Rev. Stat. § 6-1-102(1) (2013).

2.2 "Promotional Material" means documents, paper and electronic, made available online and during Admissions Interviews to Prospective Students. Promotional Material shall include, but is not limited to, ARGOSY's web site (www.argosy.edu); visual admissions presentations; course catalogs; and documents provided to students during interviews, career fairs, or recruitment events.

2.3 “Enrolled” means the status of a student who has signed ARGOSY’s Enrollment Agreement.

2.4 “Prospective Student” means any individual who has contacted ARGOSY for the purpose of requesting information about enrolling at ARGOSY or who has been contacted directly by ARGOSY or indirectly through advertising about enrolling at ARGOSY.

2.5 “Accreditation” or “Programmatic Accreditation” means accreditation by an entity that is recognized by the U.S. Secretary of Education as a reliable authority concerning the quality of education or training offered by the higher education programs that the entity accredits.

2.6 “Admissions Interview” includes all discussions between an ARGOSY admissions representative, professor, adjunct professor, or campus president and a prospective student that are intended to result in the prospective student enrolling at ARGOSY.

2.7 “Clear and Conspicuous” means that the statement, representation, or term disclosed is readily noticed and designed to call attention to the nature and significance of the information in the disclosure. More specifically, a “Clear and Conspicuous” disclosure must be: (a) disclosed in such size, contrast (shade) and location that it is readily noticeable and readable; (b) does not contradict any other information provided in any manner; and (c) presented in close proximity to any other statement that it modifies, explains, or clarifies. *See* 16 C.F.R. § 313.3(b). Disclosures on webpages or in web advertisements shall be presented either directly on the webpage or, if space is limited, via a Prominent hyperlink that is a direct link to another webpage that is obvious and appropriately labeled to convey the importance, nature, and relevance of the information accessed via the link. Such interactive media disclosures shall be displayed in an open format that can be readily retrieved, downloaded, indexed, and searched by commonly-used web search applications.

2.8 “Prominent” means standing out or readily noticeable.

2.9 “Typically Necessary for Employment” means 50 percent or more job opportunities in a particular occupation are open only to graduates who have obtained certification and/or licensure, or where 50 percent or more job opportunities in a particular occupation are open only to graduates of an Accredited institution and/or a Programmatically Accredited academic program.

III. INJUNCTIVE TERMS

The Parties expressly acknowledge that all injunctive provisions applying to ARGOSY in this Section III shall apply to ARGOSY’s conduct in Colorado or conduct that affects residents of Colorado, pursuant to C.R.S. §§ 6-1-101, *et seq.*

This Court further ORDERS:

3.1 ARGOSY, and any other person under its control or at its direction who receives actual notice of this Order, is enjoined from:

- a. Advertising and enrolling students into Argosy University Denver’s Doctorate of Education in Counseling Psychology (“Ed.D-CP”) if it is offered as a psychology licensure-track degree program. Argosy University Denver may continue to advertise, offer, and enroll students into its Ed.D-CP degree program if it is offered as a non-licensure-track degree program. This provision means that ARGOSY is enjoined from representing, impliedly or explicitly, that the Ed.D-CP program will, may, could or is designed to lead to eligibility for licensure as a psychologist in Colorado. Provided, however, that nothing in this Section 3.1(a) is intended to prevent ARGOSY from making any effort to assist students currently enrolled in the Ed.D-CP program in seeking and obtaining licensure as a psychologist in the state.
- b. Making or causing to be made any untrue or misleading statements about the licensing and employment prospects that student will or may be eligible for after enrolling in or completing any one of ARGOSY’s degree programs. Prohibited statements include, but are not limited to (i) any statement related to ARGOSY’s own students’ licensure or employment that is not substantiated by ARGOSY’s records; (ii) any statement based on information in ARGOSY’s records that ARGOSY knows or should know is inaccurate; and (iii) any statement to a Prospective Student that contradicts or minimizes written disclosures that ARGOSY is required to make.
- c. Failing to provide a Prospective Student, within a reasonable time prior to his or her enrollment in any ARGOSY degree program, a retainable copy of written disclosures, separate and apart from any other enrollment documents, about Programmatic Accreditation and, if applicable, professional licensure requirements relevant to the particular degree program, and any employer hiring requirements related to the particular degree program that ARGOSY knows or should know, including but not limited to preferences for certain Programmatic Accreditation, United States citizenship, state residency, results of criminal background checks, results of physical and psychological examinations, results of credit checks, criminal history, and/or military discharge information. Disclosures include: (i) if Programmatic Accreditation is needed for qualification to become licensed or certified in the occupation for which the program prepares students or if Programmatic Accreditation is “Typically Necessary for Employment” in Colorado, ARGOSY must disclose whether the degree program has obtained Programmatic Accreditation and, if so, the name of the accrediting body; (ii) ARGOSY must further disclose whether the degree program is designed to produce graduates eligible for licensure in a particular field; (iii) whether graduates of the degree program, if advertised as licensure-track, have obtained licensure in the specific field; (iv) if graduates of the degree program have obtained employment, the job titles reasonably known to ARGOSY from the most recent two years, so long as at least 10 students have completed the program in that timeframe; and (v) for each program offered at a Colorado campus of ARGOSY, based on the most recent cohort who could have completed the

program in the average completion timeframe, the number of students who are enrolled, who have graduated, and who have withdrawn.

- d. Making or causing to be made any untrue, misleading or deceptive statement in connection with any matter relating to: (i) the recruitment of Prospective Students for enrollment; (ii) the offer of any degree program of instruction; (iii) degree program requirements, including but not limited to whether completion of the degree program requires students to commit to a full-time schedule or leave the state, even temporarily; (iv) any relevant professional licensure requirements; (v) any relevant Programmatic Accreditation requirements; and (vi) any relevant Colorado state government approvals related to the relevant degree program.
- e. Representing to Prospective Students that ARGOSY is seeking or will have Programmatic Accreditation for a particular degree program, unless:
 - (i) ARGOSY has obtained provisional Programmatic Accreditation for such program and is making a good faith effort to obtain full Programmatic Accreditation promptly; or
 - (ii) ARGOSY has formally applied for Programmatic Accreditation for such program and is making a good faith effort to advance the application promptly; or
 - (iii) Where a programmatic accreditor requires that a program be operational prior to the submission of an application for Programmatic Accreditation and: ARGOSY (i) provides written pre-notification to the accreditor indicating that ARGOSY intends to apply for Programmatic Accreditation for the program; (ii) makes such application within three months of the last day of any prescribed time period for applying for Programmatic Accreditation or, if there is no prescribed time period, within six months of the start date of the program; and (iii) makes a good faith effort to advance such application promptly.
- f. Subject to Section 3.1(e), advertising and offering a degree program that fails to meet applicable Colorado and Programmatic Accreditation requirements that ARGOSY knows or should know (i) are needed for a student to qualify to take an exam for professional licensure or certification for the occupations to which ARGOSY represents the program leads; (ii) are needed to qualify for professional licensure or certification in such occupations; and (iii) are “Typically Necessary for Employment” in such occupations in Colorado.

3.2 ARGOSY, and any other person under its control or at its direction who receives actual notice of this Order, is affirmatively required to do the following:

- a. ARGOSY must affirmatively disclose in a Prominent, Clear and Conspicuous manner, in all Promotional Materials, whether or not a degree program advertised

as leading to eligibility for professional licensure or certification in Colorado in a specific field (*e.g.*, Psychologist) has resulted in graduates who have become licensed or certified as such. An affirmative disclosure that complies with this paragraph requires ARGOSY to state if a degree program has not resulted in graduates who have become licensed or certified, and, if ARGOSY so elects, an explanation as to why. If there are graduates who have become licensed or certified after completing ARGOSY's program, ARGOSY must disclose the total number of students who have completed that program, the percentage of students who have completed experiential prerequisites to licensure or certification, if relevant to the degree program, and the percentage of students in that program who obtained licensure or certification.

- b. For a program where ARGOSY knows or should know relevant Programmatic Accreditation is needed for a student to qualify to take an exam for professional licensure or certification for the occupations to which ARGOSY represents the program leads; for a program that ARGOSY knows or should know relevant Programmatic Accreditation is needed to qualify for professional licensure or certification in such occupations; or for a program where Argosy knows or should know that Programmatic Accreditation is "Typically Necessary for Employment" in such occupations in Colorado, and where ARGOSY has submitted an application for Programmatic Accreditation for such a degree program and such application is denied and not subject to further appeal, ARGOSY shall teach-out the program (*i.e.*, end enrollment of new students in the program).
- c. Prior to offering, advertising and enrolling any Prospective Student into a degree program that ARGOSY represents as "leading to eligibility for certification," "professional licensure-track," "leading to eligibility for professional licensure" or one that "may lead to eligibility for professional licensure" in Colorado, ARGOSY must first:
 - i. Subject to Section 3.1(e), determine relevant professional licensure and certification requirements and ensure the curriculum and program requirements for the entire degree program are in place and meet the relevant professional licensure and certification standards that Argosy knows or should know, including standards related to any experiential placements (*e.g.*, any relevant or required practicum and internship placements).
 - ii. For any program that ARGOSY offers that includes experiential placements, ARGOSY must in good faith, use reasonable efforts to arrange: sufficient placements that meet the requirements, if any, of the program's Accreditation or any professional licensure or certification requirements; placements consistent with ARGOSY's representations made to Prospective Students and enrolled students; placements within a reasonable geographic and temporal distance of

its campus. Where such placements are reasonably anticipated to be outside the reasonable geographic and temporal distance from its campus, ARGOSY must disclose to Prospective Students the average commute distance between the campus and the placement site.

- iii. Hire a dedicated qualified director of training if the degree program requires experiential placements as a prerequisite for relevant professional licensure or certification.
- iv. Hire a chair of the degree program with knowledge of local professional licensure and certification requirements and typical hiring requirements and preferences for that field. For programs offered at any campus in Colorado, the chair must currently hold and maintain a professional license or certification issued by Colorado that students who graduate from the degree program are eligible to obtain, unless working directly in the field is a prerequisite for holding such a credential.
- v. Train admissions representatives and faculty about any relevant professional licensure and certification requirements in Colorado and notify admissions personnel and faculty about any material changes to such rules or regulations.
- vi. Train admissions representatives and faculty with respect to any material factors that may limit ARGOSY's ability to achieve Programmatic Accreditation for a certain degree program, where relevant or appropriate to that program (*e.g.*, relevant timetables or requirements related to enrollment and admissions, attrition, staffing, curriculum, or training). ARGOSY may not represent that any degree program possesses Programmatic Accreditation unless ARGOSY has obtained such Programmatic Accreditation, and ARGOSY may not represent that it is seeking Programmatic Accreditation for any degree program unless ARGOSY satisfies the relevant requirements in 3.1(e) herein.

3.3 ARGOSY, and any other person under its control or at its direction who receives actual notice of this Order, shall:

- a. Within 60 days of entry of this Consent Judgment, hire an independent auditor to conduct an audit of programs that it currently offers to determine if such degree programs meet the requirements outlined in 3.2(c). The auditor shall create a written report which it will provide to the Attorney General within 10 days of completion of the audit. Any degree programs that do not meet the requirements set out in 3.2(c) shall be modified by ARGOSY within a reasonable time period, but no later than 90 days after the audit, so that they comply with this Consent Judgment. ARGOSY shall modify such programs without any additional expense

to students in the programs. Where the auditor finds that changes to a particular program must be made to comply with 3.2(c), ARGOSY must disclose in writing to students then-enrolled in that program that their program will be modified with no expense to them. ARGOSY must bear the expense to hire the independent auditor. The auditor may be selected by ARGOSY and will be subject to approval by the STATE.

- b. Continue to revise its policies and procedures related to the development, transplation, and implementation of any new degree programs in compliance with the CCPA and the terms of this Consent Judgment;
- c. Review on a yearly basis Colorado professional licensure requirements for each degree program which ARGOSY represents will or may lead to professional licensure in Colorado;
- d. Update all Promotional Material yearly to ensure that such Promotional Material reflect accurately then-current professional licensure requirements for degree programs which ARGOSY represents will or may lead to professional licensure in Colorado;
- e. Review on a yearly basis any and all relevant Programmatic Accreditation requirements for each degree program which ARGOSY represents is currently Programmatically Accredited or may achieve Programmatic Accreditation, or that meets the equivalency of such accrediting body;
- f. Update on a yearly basis all Promotional Material to ensure that such Promotional Material reflect accurately the Programmatic Accreditation status of each degree program which ARGOSY represents is currently Programmatically Accredited or may achieve Programmatic Accreditation;
- g. Train on a yearly basis its admissions representatives about relevant professional licensure requirements for each degree program which ARGOSY represents will or may lead to professional licensure in Colorado;
- h. Ensure on an ongoing basis that ARGOSY admissions representatives possess copies of relevant rules and regulations pertaining to professional licensure for each degree program at Argosy University Denver which ARGOSY represents will or may lead to professional licensure in Colorado;
- i. Train on an ongoing basis ARGOSY admissions representatives about any relevant Programmatic Accreditation requirements for each degree program at Argosy University Denver which ARGOSY represents is currently Programmatically Accredited or may achieve Programmatic Accreditation;
- j. Train on an ongoing basis ARGOSY admissions representatives about any relevant experiential training requirements of any degree program that ARGOSY

offers. Admissions representatives must be trained about the length of time necessary to complete such training, the location of such training, the duration of the experiential site application process, and the competition a student may face during the application process.

IV. MONETARY PROVISIONS

4.1 **Payment of Restitution:** ARGOSY shall pay the total amount of \$2,870,046.99 within 90 days after entry of this Final Consent Judgment as restitution for alleged violations of the CCPA for each affected student enrolled in the Ed.D CP degree program at Argosy University Denver. In detail, ARGOSY shall pay, from this total, each student's total expenses for tuition, fees, books, and loan interest required for attending the Ed.D CP degree program, as well as a percentage of each student's additional federal and/or private loans borrowed for expenses related to enrollment in the degree program. ARGOSY has completed a detailed audit of all students enrolled in the Ed.D CP degree program, and shall use the data from that audit to determine the total restitution amount to be paid on behalf of each student. ARGOSY shall pay this amount to the specific lender or creditor holding the note on each student's applicable loans. Contemporaneous with the filing of this Consent Judgment, ARGOSY will provide to the STATE an attestation that the information contained in the student audit is true and accurate to the best of ARGOSY's belief and information. Within 30 days of ARGOSY paying the amounts described in this paragraph, ARGOSY will provide to the STATE an attestation of the amount paid and the name of the lender/creditor who received such payment with respect to each student included in the student audit.

4.2 **Payment to the STATE:** ARGOSY shall pay the amount of \$500,000.00 within 60 days after entry of this Final Consent Judgment to the Colorado Department of Law to be held, along with any interest thereon, in trust for the benefit of the consumer protection section, to be used in the STATE's sole discretion for consumer restitution, to reimburse the STATE for its reasonable costs and attorney's fees and for future consumer education, consumer fraud and antitrust enforcement efforts. § 6-1-110(1), C.R.S. (2013).

4.3 **Suspended Civil Penalty:** ARGOSY shall pay to the STATE a civil penalty of \$1,000,000.00; provided, however, that such civil penalty shall be suspended in accordance with paragraph 6.2.

4.4 Failure to pay in full and on time as per the monetary terms of this Final Consent Judgment will constitute contempt of this Court and a knowing, material violation of this Final Consent Judgment for purposes of paragraph 6.2. In the event of such non-payment, ARGOSY agrees to pay the costs of any legal action instituted to carry out successful recovery of the agreed amounts, pursuant to § 6-1-113(4), C.R.S. (2013).

V. REPRESENTATIONS AND WARRANTIES

5.1 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment shall be construed as relieving ARGOSY of its respective obligation to comply with

all state and federal laws, regulations or rules, or granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

5.2 ARGOSY acknowledges that it has thoroughly reviewed this Consent Judgment with its counsel, that it understands and agrees to its terms, and that it agrees that it shall be entered as the Order of this Court.

5.3 Each of the non-Court signatories to this Consent Judgment warrants and represents that he or she has authority to agree to this Consent Judgment on behalf of one of the parties.

VI. VIOLATIONS OF FINAL CONSENT JUDGMENT

6.1 Except as specifically set forth above, proof by a preponderance of the evidence of a material violation of any of the terms of this Final Consent Judgment shall constitute a *prima facie* violation of the CCPA under C.R.S. § 6-1-110(2). Upon any material violation of any of the terms of this Final Consent Judgment, and in addition to seeking contempt, the STATE shall be entitled to seek an injunction or other appropriate order from this Court to enforce the provisions of this Final Consent Judgment. *See* § 6-1-112(1)(b), C.R.S. (2013).

6.2 In addition to the remedies available to the STATE set forth in paragraph 6.1, for a period of three years, the civil penalty described in paragraph 4.3 shall be immediately due and payable upon a finding that ARGOSY knowingly or willfully committed a material violation of any term of this Final Consent Judgment. The parties agree that the term “knowing” means that ARGOSY knew or should have known it was violating this Final Consent Judgment. Notwithstanding the three-year time limit on the \$1,000,000.00 Suspended Civil Penalty in Section 4.3 for such a knowing or willful material violation of any term of this Final Consent Judgment, all other terms ordered herein are permanent, and all other remedies available under the CCPA survive the three year term, unless otherwise specified.

6.3 Prior to seeking relief in Court to enforce this Final Consent Judgment, the STATE shall provide written notice to ARGOSY describing identified violations and allow ARGOSY a period of 10 business days to respond. Any response by ARGOSY shall describe all efforts ARGOSY has taken to cure the identified violation so that no current or Prospective Students are harmed by the identified violation. The parties agree to act in good faith to resolve any conflict regarding identified violations and efforts to cure before petitioning the Court for relief hereunder.

6.4 If the STATE determines that ARGOSY has failed to adequately cure the identified violation(s), the STATE may petition this Court for all available remedies under the CCPA and as provided herein.

6.5 With the exception of the provisions specified herein, the terms of this Final Consent Judgment take effect on the date of the entry of this Final Consent Judgment.

6.6 Nothing in this Final Consent Judgment shall prevent the parties from petitioning the Court for a modification of this Final Consent Judgment in the event that a future federal or state law or regulation creates a conflict with the above provisions. A conflict for purposes of this

paragraph 6.6 means that ARGOSY cannot comply with the Consent Judgment without violating federal or state law or regulation and vice versa. The STATE will not unreasonably withhold its consent to ARGOSY's request for a modification sought in good faith.

VII. FURTHER CONSIDERATION

As further consideration for this Final Consent Judgment, the STATE acknowledges that ARGOSY cooperated in good faith with the STATE's investigation.

SO ORDERED and SIGNED this ____ day of December, 2013.

BY THE COURT:

District Court Judge

This Consent Judgment concerning ARGOSY, signed and agreed to this ____ day of December, 2013.

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As to form, on behalf of ARGOSY

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