

**BEFORE THE DIRECTOR  
DEPARTMENT OF CONSUMER AFFAIRS  
BUREAU FOR PRIVATE POSTSECONDARY EDUCATION  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**CALIFORNIA INSTITUTE OF THE HEALING ARTS AND SCIENCES**

2377 Gold Meadow Way, Suite 100

Gold River, CA 95670

Case No. BPPE21-357

OAH Case No.: 2023060454

Respondent.

**DECISION AND ORDER**

The attached Stipulated Revocation of Approval to Operate and Order is hereby accepted and adopted by the Director of the Department of Consumer Affairs as the Decision in the above-entitled matter.

This Decision shall become effective on September 27, 2023.

It is so ORDERED August 22, 2023.

"Original Signature on File"

\_\_\_\_\_  
RYAN MARCROFT  
DEPUTY DIRECTOR, LEGAL AFFAIRS DIVISION  
DEPARTMENT OF CONSUMER AFFAIRS

1 ROB BONTA  
Attorney General of California  
2 ANDREW M. STEINHEIMER  
Supervising Deputy Attorney General  
3 BRENT O. JEX  
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4 State Bar No. 235261  
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7 *Attorneys for Complainant*

8  
9 **BEFORE THE**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **FOR THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION**  
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

14 **CALIFORNIA INSTITUTE OF THE**  
15 **HEALING ARTS AND SCIENCES**  
2377 Gold Meadow Way, Suite 100  
Gold River, CA 95670

16 **Institution Code No. 3404281**

17 Respondent.

Case No. BBPE21-357

OAH No. 2023060454

**STIPULATED REVOCATION OF  
APPROVAL TO OPERATE AND  
ORDER**

18  
19 In the Matter of the Statement of Issues Against:

20 **CALIFORNIA INSTITUTE OF THE**  
21 **HEALING ARTS AND SCIENCES**  
2377 Gold Meadow Way, Suite 100  
22 Gold River, CA 95670;

23 **Application for Renewal of Approval to**  
24 **Operate and Offer Educational Programs for**  
25 **Non-Accredited Institutions**

26 **Institution Code No. 3404281**

27 Respondent.

Case No. BBPE22-207

OAH No. 2022070733

1 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
2 entitled proceedings that the following matters are true:

3 **PARTIES**

4 1. Deborah Cochrane (Complainant) is the Chief of the Bureau for Private  
5 Postsecondary Education (Bureau). She brought this action solely in her official capacity and is  
6 represented in this matter by Rob Bonta, Attorney General of the State of California, by Brent O.  
7 Jex, Deputy Attorney General.

8 2. California Institute of the Healing Arts and Sciences; Carol DiGirolamo, President of  
9 121 Venus Corporation, Owner (Respondent) is represented in this proceeding by attorney Jacob  
10 G. Reinhardt of Gould, Hahn, & Reinhardt, PLC, 2550 Ninth Street, Suite 101, Berkeley, CA  
11 94710.

12 3. On or about April 30, 1992, the Bureau issued Approval to Operate Institution Code  
13 3404281 to Respondent. The Approval to Operate was set to expire on May 5, 2020, however,  
14 Respondent timely submitted an application for Renewal of Approval to Operate on April 21,  
15 2020. The Bureau denied the application on January 31, 2022, and Respondent timely appealed  
16 the denial of the application.

17 **JURISDICTION**

18 4. On June 10, 2022, Complainant filed Statement of Issues number BBPE22-207, and  
19 on May 15, 2023, Complainant filed Accusation number BBPE21-357 against Respondent before  
20 the Director of the Department of Consumer Affairs (Director), both of which are currently  
21 pending against Respondent. The Statement of Issues and all other statutorily required  
22 documents were properly served on Respondent on June 13, 2022. The Accusation and all other  
23 statutorily required documents were properly served on Respondent on May 18, 2023.  
24 Respondent timely filed its Notice of Defense contesting the Accusation. A copy of Accusation  
25 No. BBPE21-357 and Statement of Issues No. BBPE22-207 are attached as Exhibit A and  
26 incorporated by reference.

27 ///

28 ///

**ADVISEMENT AND WAIVERS**

1  
2 5. Respondent has carefully read, fully discussed with counsel, and understands the  
3 charges and allegations in Accusation No. BBPE21-357 and Statement of Issues No. BPPE22-  
4 207. Respondent also has carefully read, fully discussed with counsel, and understands the  
5 effects of this Stipulated Revocation of Approval to Operate and Order.

6 6. Respondent is fully aware of its legal rights in this matter, including the right to a  
7 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine  
8 the witnesses against it; the right to present evidence and to testify on its own behalf; the right to  
9 the issuance of subpoenas to compel the attendance of witnesses and the production of  
10 documents; the right to reconsideration and court review of an adverse decision; and all other  
11 rights accorded by the California Administrative Procedure Act and other applicable laws.

12 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
13 every right set forth above.

**CULPABILITY**

14  
15 8. Respondent understands that the charges and allegations in Accusation No. BBPE21-  
16 357, if proven at a hearing, constitute cause for imposing discipline upon its Approval to Operate  
17 Institution Code No. 3404281.

18 9. For the purpose of resolving the Accusation and Statement of Issues without the  
19 expense and uncertainty of further proceedings, Respondent agrees that, at a hearing,  
20 Complainant could establish a factual basis for the charges in the Accusation and that those  
21 charges constitute cause for discipline. Respondent hereby gives up its right to contest that cause  
22 for discipline exists based on those charges.

23 10. Respondent understands that by signing this stipulation, Respondent enables the  
24 Director to issue her order revoking Respondent's Approval to Operate Institution Code No.  
25 3404281 without further process.

**CONTINGENCY**

26  
27 11. This stipulation shall be subject to approval by the Director or the Director's designee.  
28 Respondent understands and agrees that counsel for Complainant and the staff of the Bureau for

1 Private Postsecondary Education may communicate directly with the Director and staff regarding  
2 this stipulation, without notice to or participation by Respondent or its counsel. By signing the  
3 stipulation, Respondent understands and agrees that it may not withdraw its agreement or seek to  
4 rescind the stipulation prior to the time the Director considers and acts upon it. If the Director  
5 fails to adopt this stipulation as the Decision and Order, the Stipulated Revocation of Approval to  
6 Operate and Order shall be of no force or effect, except for this paragraph, it shall be inadmissible  
7 in any legal action between the parties, and the Director shall not be disqualified from further  
8 action by having considered this matter.

9 12. The parties understand and agree that Portable Document Format (PDF) and facsimile  
10 copies of this Stipulated Revocation of Approval to Operate and Order, including PDF and  
11 facsimile signatures thereto, shall have the same force and effect as the originals.

12 13. This Stipulated Revocation of Approval to Operate and Order is intended by the  
13 parties to be an integrated writing representing the complete, final, and exclusive embodiment of  
14 their agreement. It supersedes any and all prior or contemporaneous agreements, understandings,  
15 discussions, negotiations, and commitments (written or oral). This Stipulated Surrender of  
16 License and Order may not be altered, amended, modified, supplemented, or otherwise changed  
17 except by a writing executed by an authorized representative of each of the parties.

18 14. In consideration of the foregoing admissions and stipulations, the parties agree that  
19 the Director may, without further notice or formal proceeding, issue and enter the following  
20 Order:

21 **ORDER**

22 IT IS HEREBY ORDERED that Approval to Operate Institution Code No. 3404281, issued  
23 to Respondent California Institute of the Healing Arts and Sciences; Carol DiGirolamo, President  
24 of 121 Venus Corporation, Owner, is revoked and accepted by the Bureau.

25 1. The revocation of Respondent's Approval to Operate Institution Code No. 3404281  
26 by the Bureau shall constitute the imposition of discipline against Respondent. This stipulation  
27 constitutes a record of the discipline and shall become a part of Respondent's license history with  
28 the Bureau.

1           2.     Respondent shall lose all rights and privileges as an Approved Institution in  
2 California as of the effective date of the Director's Decision and Order.

3           3.     If Respondent ever files an application for an Approval to Operate in the State of  
4 California, the Bureau shall treat it as a new application for Approval to Operate. Respondent  
5 must comply with all the laws, regulations and procedures for an Approval to Operate in effect at  
6 the time the application or petition is filed, and all of the charges and allegations contained in  
7 Accusation No. BBPE21-357 shall be deemed to be true, correct and admitted by Respondent  
8 when the Director determines whether to grant or deny the application or petition.

9           4.     Respondent agrees that, as part of this Stipulated Revocation of Approval to Operate  
10 and Order, Respondent hereby withdraws its request for an appeal of the denial of its Application  
11 for Renewal of Approval to Operate and Offer Educational Programs for Non-Accredited  
12 Institutions for Institution Code No. 3404281, which was formerly the subject of Statement of  
13 Issues No. BPPE22-207.

14           5.     At least 30 days prior to the effective date of this Stipulated Revocation of Approval  
15 to Operate and Order Respondent shall submit:

- 16           a.     A school closure plan; and  
17           b.     A student roster formatted on an Excel spreadsheet for all students enrolled  
18 within 120 days of the effective date of this Stipulated Revocation of Approval to Operate and  
19 Order that includes the students' contact information (full name, phone number, personal e-mail  
20 address, and mailing address) and program information (program name, enrollment date, and  
21 expected graduation date).

22           6.     Respondent shall pay the agency its costs of investigation and enforcement in the  
23 amount of \$11,653.11 prior to issuance of a new or reinstated Approval to Operate.

24           7.     Reimbursement of Tuition. Within ninety (90) days of the effective date of this  
25 Stipulated Revocation of Approval to Operate, Respondent shall reimburse the following tuition  
26 payments:

- 27           a.     \$6,488.00, payable to the Department of Rehabilitation, on behalf of student Katrina  
28 Porter;

- 1        b.    \$5,781.36, payable to student Alyssa Vang;
- 2        c.    \$3,804.96, payable to student Maria Ruiz;
- 3        d.    \$12,326.25, payable to student Helen Rena Patterson, on behalf of student Breanna
- 4 Rubin;
- 5        e.    \$12,365.25, payable to student Helen Rena Patterson;
- 6        f.    \$3,743.00, payable to student Julie Bechtel; and
- 7        g.    \$13,000.00, payable to student Bridget Bertera.

8        8.    Submission of Student Tuition Recovery Fund (STRF) Claims. If any student  
9 previously enrolled in California Institute of the Healing Arts and Sciences is deemed eligible by  
10 the Bureau for reimbursement through STRF, the Bureau shall notify Respondent and Respondent  
11 shall fully reimburse the Bureau within ninety (90) days of notification by the Bureau. The  
12 Bureau reserves the right to enforce required STRF reimbursement as if it were a money  
13 judgment pursuant to Title 9 (commencing with Section 680.010) of Part 2 of the Code of Civil  
14 Procedure.

15        9.    Respondent understands that if it should ever apply or reapply for a new Approval to  
16 Operate with the Bureau, all of the charges and allegations contained in both Accusation No.  
17 BBPE21-357 and Statement of Issues No. BPPE22-207 shall be deemed true, correct, and  
18 admitted by Respondent for the purpose of any Statement of Issues or any other proceeding  
19 seeking to deny or restrict licensure.

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ACCEPTANCE

I have carefully read the above Stipulated Revocation of Approval to Operate and Order and have fully discussed it with my attorney. I understand the stipulation and the effect it will have on Approval to Operate Institution Code No. 3404281. I enter into this Stipulated Revocation of Approval to Operate and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

DATED: 08 / 18 / 2023

*Carol DiGirolamo*

CAROL DIGIROLAMO, AS PRESIDENT  
OF 121 VENUS CORPORATION, OWNER  
OF CALIFORNIA INSTITUTE OF THE  
HEALING ARTS AND SCIENCES  
*Respondent*

I have read and fully discussed with Respondent the terms and conditions and other matters contained in this Stipulated Revocation of Approval to Operate and Order. I approve its form and content.

DATED: 8/18/23

*J. Reinhardt*

JACOB G. REINHARDT, ESQ.  
*Attorney for Respondent*



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**ENDORSEMENT**

The foregoing Stipulated Revocation of Approval to Operate and Order is hereby respectfully submitted for consideration by the Director of the Department of Consumer Affairs.

DATED: August 18, 2023

Respectfully submitted,

ROB BONTA  
Attorney General of California  
ANDREW M. STEINHEIMER  
Supervising Deputy Attorney General



Digitally signed by Brent  
Jex  
Date: 2023.08.18  
11:52:25 -07'00'

BRENT O. JEX  
Deputy Attorney General  
*Attorneys for Complainant*

**Exhibit A**

**Accusation No. BBPE21-357**

1 ROB BONTA  
Attorney General of California  
2 ANDREW M. STEINHEIMER  
Supervising Deputy Attorney General  
3 BRENT O. JEX  
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9 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION**  
**STATE OF CALIFORNIA**  
11

12  
13 In the Matter of the Accusation Against:

Case No. BBPE21-357

14 **CALIFORNIA INSTITUTE OF THE**  
**HEALING ARTS AND SCIENCES;**

**ACCUSATION**

15 **Institution Code No. 3404281**

16 Respondent.  
17

18  
19 **PARTIES**

20 1. Deborah Cochrane (Complainant) brings this Accusation solely in her official  
21 capacity as the Chief of the Bureau for Private Postsecondary Education (Bureau), Department of  
22 Consumer Affairs.

23 2. On or about April 30, 1992, the Bureau issued Approval to Operate Institution Code  
24 3404281 to California Institute of the Healing Arts and Sciences; Carol DiGirolamo, President of  
25 121 Venus Corporation, Owner (Respondent). The Approval to Operate was set to expire on May  
26 5, 2020, however, Respondent timely submitted an application for Renewal of Approval to  
27 Operate on April 21, 2020. The Bureau denied the application on January 31, 2022, and  
28 Respondent timely appealed the denial of the application.

**JURISDICTION**

1  
2           3.     This Accusation is brought before the Director of the Department of Consumer  
3 Affairs (Director) for the Bureau, under the authority of the following laws. All section  
4 references are to the Education Code (Code) unless otherwise indicated.

5           4.     Section 118, subdivision (b), of the Code provides that the suspension, expiration,  
6 surrender, or cancellation of a license shall not deprive the Bureau of jurisdiction to proceed with  
7 a disciplinary action during the period within which the license may be renewed, restored,  
8 reissued or reinstated.

9           5.     Section 94875 provides that the Bureau shall regulate private postsecondary  
10 educational institutions.

11           6.     Section 94877 provides that the bureau shall implement regulations, and an  
12 enforcement program, regarding the operation of private postsecondary educational institutions.

13           7.     Section 94937 provides, in pertinent part:

14                   (a) As a consequence of an investigation, which may incorporate any  
15 materials obtained or produced in connection with a compliance inspection, and  
16 upon a finding that an institution has committed a violation, the bureau may place  
17 an institution on probation or may suspend or revoke an institution's approval to  
18 operate for:

18                             ...

19                   (2) A material violation or repeated violations of this chapter or regulations  
20 adopted pursuant to this chapter that have resulted, or may result, in harm to  
21 students. For purposes of this paragraph, "material violation" includes, but is not  
22 limited to, misrepresentation, fraud in the inducement of a contract, and false or  
23 misleading claims or advertising, upon which a student reasonably relied in  
24 executing an enrollment agreement and that resulted, or may result, in harm to the  
25 student.

23                             ...

24                   (c) The bureau may seek reimbursement pursuant to Section 125.3 of the  
25 Business and Professions Code.

26                             ....

1           8.     California Code of Regulations, title 5, section 75100 provides that the Bureau may  
2 suspend, revoke or place on probation with terms and conditions an approval to operate.

3                                   **STATUTORY PROVISIONS**

4           9.     Section 94897 provides, in pertinent part:

5                     An institution shall not do any of the following:

6                     ...

7                     (d) Advertise, or indicate in promotional material, without including the fact  
8 that the educational programs are delivered by means of distance education if the  
9 educational programs are so delivered.

9                     ...

10                    (j) In any manner make an untrue or misleading change in, or untrue or  
11 misleading statement related to, a test score, grade or record of grades, attendance  
12 record, record indicating student completion, placement, employment, salaries, or  
13 financial information, including any of the following:

13                    ...

14                    (3) Any other record or document required by this chapter or by the bureau.

15                    ....

16           10.    Section 94898 provides, in pertinent part:

17                    (a) An institution shall not merge classes unless all of the students have  
18 received the same amount of instruction. This subdivision does not prevent the  
19 placement of students, who are enrolled in different educational programs, in the  
20 same class if that class is part of each of the educational programs and the placement  
21 in a merged class will not impair the students' learning of the subject matter of the  
22 class.

21           11.    Section 94902 provides, in pertinent part:

22                    (a) A student shall enroll solely by means of executing an enrollment  
23 agreement. The enrollment agreement shall be signed by the student and by an  
24 authorized employee of the institution.

24                    (b) An enrollment agreement is not enforceable unless all of the following  
25 requirements are met:

26                    ...

27                    (3) Prior to the execution of the enrollment agreement, the student and the  
28 institution have signed and dated the information required to be disclosed in the

1 Student Performance Fact Sheet pursuant to subdivisions (a) to (d), inclusive, of  
2 Section 94910. Each of these items in the Student Performance Fact Sheet shall  
3 include a line for the student to initial and shall be initialed and dated by the  
4 student.

5 (c) A student shall receive a copy of the signed enrollment agreement, in  
6 writing or electronically, regardless of whether total charges are paid by the  
7 student.

8 12. Section 94909 provides, in pertinent part:

9 (a) Except as provided in subdivision (d), before enrollment, an institution  
10 shall provide a prospective student, either in writing or electronically, with a school  
11 catalog containing, at a minimum, all of the following:

12 ...

13 (5) A description of the programs offered and a description of the instruction  
14 provided in each of the courses offered by the institution, the requirements for  
15 completion of each program, including required courses, any final tests or  
16 examinations, any required internships or externships, and the total number of credit  
17 hours, clock hours, or other increments required for completion.

18 ...

19 (7) Information regarding the faculty and their qualifications.

20 ....

21 13. Section 94911 provides, in pertinent part:

22 An enrollment agreement shall include, at a minimum, all of the following:

23 (a) The name of the institution and the name of the educational program,  
24 including the total number of credit hours, clock hours, or other increment required to  
25 complete the educational program.

26 14. Section 94912 states:

27 Prior to the execution of an enrollment agreement, the information required to  
28 be disclosed pursuant to subdivisions (a) to (d), inclusive, of Section 94910 shall be  
signed and dated by the institution and the student. Each of these items shall also be  
initialed and dated by the student.

//

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**REGULATORY PROVISIONS**

1  
2 15. California Code of Regulations, title 5 (“CCR”), section 71405 provides, in pertinent  
3 part:

4 (a) If, after the submission of an application but prior to the Bureau's  
5 decision to approve or deny an approval to operate, there is any material change in  
6 circumstances affecting any information contained in the application or submitted  
7 by the institution in support of the application, the institution shall immediately  
8 inform the Bureau in writing.

9  
10 16. CCR section 71710 provides, in pertinent part:

11 In order to meet its mission and objectives, the educational program defined  
12 in section 94837 of the Code shall be comprised of a curriculum that includes:

13 (a) those subject areas that are necessary for a student to achieve the  
14 educational objectives of the educational program in which the student is enrolled;

15 (b) subject areas and courses or modules that are presented in a logically  
16 organized manner or sequence to students;

17 (c) course or module materials that are designed or organized by duly  
18 qualified faculty. For each course or module, each student shall be provided with a  
19 syllabus or course outline that contains:

20 ...

21 (2) a statement of educational objectives;

22 (3) length of the educational program;

23 ...

24 (e) specific learning outcomes tied to the sequence of the presentation of the  
25 material to measure the students' learning of the material; and

26 (f) evaluation by duly qualified faculty of those learning outcomes.

27  
28 17. CCR section 71715 provides, in pertinent part:

...

(b) The institution shall document that the instruction offered leads to the  
achievement of the learning objectives of each course.

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(d) Distance education as defined in section 94834 of the Code, does not require the physical presence of students and faculty at the same location but provides for interaction between students and faculty by such means as telecommunication, correspondence, electronic and computer augmented educational services, postal service, and facsimile transmission. In addition to the other requirements of this chapter and the Act, an institution offering distance education shall:

...

(3) ensure that the materials and programs are current, well organized, designed by faculty competent in distance education techniques and delivered using readily available, reliable technology;

...

(5) maintain clear standards for satisfactory academic progress;

(6) timely complete student evaluations of learning outcomes by duly qualified faculty, which are appropriate for use with the distance education methods used, and evaluated by duly qualified faculty.

(7) employ a sufficient number of faculty to assure that (A) the institution's response to, or evaluation of, each student lesson is returned to the student within 10 days after the lesson is received by the institution; and (B) the institution's response to, or evaluation of, each student project or dissertation is returned to the student within the time disclosed in the catalog; and

(8) shall maintain a record of the dates on which lessons, projects, and dissertations were received and responses were returned to each student.

18. CCR section 71920 provides, in pertinent part:

(a) The institution shall maintain a file for each student who enrolls in the institution whether or not the student completes the educational service.

(b) In addition to the requirements of section 94900, the file shall contain all of the following pertinent student records:

...

(3) Copies of all documents signed by the student, including contracts, instruments of indebtedness, and documents relating to financial aid;

(4) Records of the dates of enrollment and, if applicable, withdrawal from the institution, leaves of absence, and graduation; and



1 (5) In addition to the requirements of section 94900(b) of the Code, a  
2 transcript showing all of the following:

3 (A) The courses or other educational programs that were completed, or were  
4 attempted but not completed, and the dates of completion or withdrawal;

5 (B) Credit awarded for prior experiential learning, including the course title  
6 for which credit was awarded and the amount of credit;

7 (C) Credit for courses earned at other institutions;

8 (D) Credit based on any examination of academic ability or educational  
9 achievement used for admission or college placement purposes;

10 (E) The name, address, website address, and telephone number of the  
11 institution.

12 ....

13 19. CCR section 71930 provides, in pertinent part:

14 (a) An institution shall maintain all records required by the Act and this  
15 chapter. The records shall be maintained in this state.

16 ...

17 (c) A record is considered current for three years following a student's  
18 completion or withdrawal. A record may be stored on microfilm, microfiche,  
19 computer disk, or any other method of record storage only if all of the following  
20 apply:

21 (1) The record may be stored without loss of information or legibility for the  
22 period within which the record is required to be maintained by the Act;

23 (2) For a record that is current, the institution maintains functioning devices  
24 that can immediately reproduce exact, legible printed copies of stored records. The  
25 devices shall be maintained in reasonably close proximity to the stored records at  
26 the institution's primary administrative location in California. For a record that is  
27 no longer current, the institution shall be able to reproduce exact, legible printed  
28 copies within two (2) business days.

(3) The institution has personnel scheduled to be present at all times during  
normal business hours who know how to operate the devices and can explain the  
operation of the devices to any person authorized by the Act to inspect and copy  
records; and

(4) Any person authorized by the Act or this chapter to inspect and copy  
records shall be given immediate access to the document reproduction devices for  
the purpose of inspecting and copying stored records and shall, upon request,

1 reimburse the institution for the reasonable cost of using the institution's equipment  
2 and material to make copies at a rate not to exceed ten cents (\$0.10) per page.

3 ....

### 4 COST RECOVERY

5 20. Section 125.3 of the Code provides, in pertinent part, that the Board may request the  
6 administrative law judge to direct a licensee found to have committed a violation or violations of  
7 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
8 enforcement of the case, with failure of the licensee to comply subjecting the license to not being  
9 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be  
10 included in a stipulated settlement.

### 11 K.P. COMPLAINT & INVESTIGATION

12 21. On or about July 28, 2021, the Bureau received a complaint from K.P.<sup>1</sup> against  
13 Respondent. K.P. alleged that there was no responsibility for anything students learned; there  
14 were supposedly modules, but students did not receive any paperwork; there is no textbook for  
15 the Holistic Health Practitioner (HHP) program, and Carol DiGirolamo (DiGirolamo), as  
16 instructor, seemed to read off things she looked up online; there was no syllabus or curriculum  
17 besides three binders of random materials, much of which was not used; and DiGirolamo would  
18 make it difficult for students to find the documents students needed.

19 22. A Bureau Investigator interviewed K.P., who stated she attended the HHP program,  
20 she enrolled on March 13, 2021, and withdrew on July 26, 2021. Her tuition was paid by the  
21 Department of Rehabilitation (DOR). K.P. further stated that DiGirolamo would teach the same  
22 material each week without following a curriculum, new students would be placed into the same  
23 class as continuing students, and DiGirolamo would teach new students a one-week introductory  
24 session that continuing students were required to attend.

25 23. The Bureau Investigator obtained and reviewed K.P.'s enrollment packet and noted  
26 several initials were missing from the enrollment agreement, DiGirolamo did not sign the copy of  
27

28 <sup>1</sup> Individuals' initials are used to protect their identities.

1 the enrollment agreement given to K.P., and there was no school performance fact sheet (SPFS)  
2 included in the enrollment packet.

### 3 A.V. COMPLAINT & INVESTIGATION

4 24. On or about August 18, 2021, the Bureau received a complaint from student A.V.  
5 against Respondent. The complaint alleged that A.V. enrolled on October 31, 2020; students  
6 from different programs and certifications were in the same class; she attended classes with  
7 students that had already been in class for varying lengths of time, from new students to students  
8 that had attended for one year; every few weeks new students would be enrolled and DiGirolamo  
9 would give the same lecture to all students; the folders given to her by DiGirolamo were missing  
10 a lot of paperwork; DiGirolamo had a difficult time running online classes; A.V. did not have  
11 access to many materials she needed for class; and after withdrawing on July 21, 2021,  
12 DiGirolamo informed her that no refund would be given.

13 25. A Bureau Investigator reviewed A.V.'s enrollment agreement, retail installment  
14 contract, receipt of payment, a screenshot of her student loan account, and a school catalog. The  
15 Bureau Investigator noted that A.V. enrolled in the Certified Behavioral Therapist (CBT)  
16 program on October 27, 2020; the start date was listed as October 31, 2020 with an end date of  
17 August 21, 2021 the program consisted of 400 hours of instruction; the agreement stated classes  
18 are held on Zoom on Saturdays only; the hours that class takes place are not listed on the  
19 agreement; the catalog A.V. provided was for January 2021 to December 2021, but it contained  
20 class schedules for 2019; the catalog states that the maximum allowable timeframe to complete a  
21 course is 1.5 times the hours, and for a 400-hour course, the maximum timeframe for a student to  
22 complete the course is 600 hours.

23 26. A Bureau Investigator interviewed A.V., who stated she did not receive a syllabus;  
24 she did not have access to Zoom recordings; DiGirolamo said she would send recordings when  
25 A.V. was absent, but A.V. missed three classes and never received a recording for those days; she  
26 did not receive any exams, quizzes, or tests; she did not receive a progress report or any  
27 evaluations in the program; she did not receive a student contact list; and she did not receive a  
28 class schedule for the days she attended. A.V. also stated the CBT program did not feel like

1 school; A.V. did not feel qualified to work as a behavioral therapist after taking classes from  
2 Respondent; all students would be in one class on Saturdays, regardless of which program they  
3 were in; students only had one class to decide if they want to withdraw for a full refund; classes  
4 felt like DiGirolamo providing her personal opinion rather than teaching a program; she did not  
5 recall whether she ever signed an SPFS; and when she went in person to enroll, she only met with  
6 the receptionist and not DiGirolamo.

### 7 **M.R. COMPLAINT & INVESTIGATION**

8 27. On July 29, 2021, the Bureau received a complaint from M.R. against Respondent.  
9 The complaint alleged that M.R. felt defrauded; students have been learning the same techniques  
10 for seven months; students are mixed into classes with newly enrolled students and receive the  
11 same lecture every few weeks; a lot of essential school materials were missing from the folders  
12 provided by Respondent; the website and programs are misleading; some shorter programs are  
13 advertised as being included in a longer holistic practitioner program, but not everything is  
14 taught; DiGirolamo's lectures sound like material she found online; there is no textbook for the  
15 class; and she has withdrawn from the program and is requesting a refund.

16 28. A Bureau Investigator reviewed a screenshot of Respondent's website provided by  
17 M.R., a screenshot of Respondent's school catalog, a screenshot of a retail installment contract,  
18 her enrollment agreement, and a two-page student agreement. The Bureau Investigator noted that  
19 M.R. enrolled in the HHP program on January 1, 2021, with an end date of December 4, 2021;  
20 the cancellation date was listed as January 9, 2021; the clock hours for the program were not  
21 listed on the agreement; the agreement stated that classes are held Saturdays via Zoom, but did  
22 not list the hours that class takes place; the total charges were not listed on the enrollment  
23 agreement; and the enrollment agreement references an attached financing document.

24 29. A Bureau Investigator interviewed M.R., who stated that she never received a  
25 syllabus; she did not have access to Zoom recordings of class unless she was absent; she asked for  
26 past recordings to review classes but was denied; there were no exams, quizzes, or tests; they  
27 would do breakout rooms on Zoom with other students with no supervision or testing done by  
28 DiGirolamo; she was given a student contact list, but it was taken down from the Google drive;

1 they practiced the same therapies over and over, but were given no resources or information on  
2 the subjects they talked about in class; she was given a binder with a few therapies detailed in  
3 them, but many were missing; DiGirolamo never responded to her request to provide the missing  
4 therapies; students were given hypnotherapy inductions by DiGirolamo for over 30 minutes  
5 during every class session; and DiGirolamo would put the class into a relaxed state through her  
6 techniques.

7 30. M.R. also stated that there were discrepancies in her documentation regarding her  
8 enrollment date; all students were in one Saturday class with different levels of education, both  
9 new and old students; and she does not recall ever signing a SPFS.

### 10 **B.R. COMPLAINT & INVESTIGATION**

11 31. On August 11, 2021, the Bureau received a complaint from B.R. against Respondent.  
12 The complaint alleges that B.R. enrolled in a 10-month HHP; since the first day of class, she felt  
13 that she had been learning the same material; new students are enrolled every few weeks, and  
14 during some classes they just repeat the same lecture; old students and new students are in the  
15 same class; she paid in full using her college fund; and she is requesting a full refund.

16 32. A Bureau Investigator interviewed B.R., who stated that DiGirolamo told her that “all  
17 techniques are used in all models”; she enrolled in January 2021 and has been learning the same  
18 material since then; the only subject being taught is hypnotherapy, and it’s basically guided  
19 meditations; stated hours are from 9:00 a.m. to 4:00 p.m., total hours per week are eight, but even  
20 with lunch, that only adds up to 7 hours per week; on the website it states that students take class  
21 from 8:30 a.m. to 5:00 p.m. on Saturdays, but the enrollment forms state 9:00 a.m. to 4:00 p.m.  
22 on Saturdays; and Respondent’s catalog says students attend classes eight hours per week, but the  
23 actual number is closer to six hours per week.

24 33. A screenshot of Respondent’s website provided by M.R. shows the listed class hours  
25 are 8:30 a.m. to 5:00 p.m. on Saturdays, total hours are 500; and classes start every five week.  
26 The enrollment agreement provided by M.R. shows that M.R. enrolled in the HHP program on  
27 December 24, 2021; the start date is listed as January 2, 2021, and the end date is listed as  
28 January 23, 2022; total hours are listed as 500; class hours are listed as 9:00 a.m. to 4:00 p.m. for

1 a total of eight hours per week; and the agreement is not signed by a representative of  
2 Respondent.

3 34. B.R. also stated that she never received a syllabus of courses; Zoom classes were  
4 recorded, but students do not have access to all recordings; there were no exams, quizzes, or tests;  
5 she never received any grades or evaluations; and she never signed an SPFS.

### 6 **J.B. COMPLAINT & INVESTIGATION**

7 35. On August 19, 2021, the Bureau received a complaint from J.B. against Respondent.  
8 The complaint alleged that J.B. did not feel she had the education necessary to work as a certified  
9 hypnotherapist; there was no formal education or training provided by Respondent; students are  
10 lumped together from different modules to take the same class from DiGirolamo; the first class of  
11 each module is repeated for every course; and the instructor is unqualified, and teaches class  
12 based on life experience.

13 36. A Bureau Investigator interviewed J.B., who stated that she did not receive a syllabus;  
14 she did not have access to Zoom recordings unless a class was missed; there were no exams  
15 except for the final exam; she did not receive a class schedule or student contact list; there was no  
16 class structure as the classes seemed to be long conversations with students sharing their  
17 experiences; she felt that her time was wasted; every first Saturday of a module was the same  
18 class, a repeat for new students; she attended classes for the Certified Life Coach (CLC) program,  
19 realized it was the same as previous modules, and backed out; DiGirolamo takes the whole month  
20 of December off; she did not turn in any book reports, externships, or any work at all;  
21 DiGirolamo never asked her for her work or checked her progress; DiGirolamo tacked on  
22 additional charges for the CLC classes, but did not have J.B. sign a new enrollment agreement;  
23 classes were always the same group of people unless students graduated or were new; and  
24 students only received access to the recorded Zoom classes when they were absent.

### 25 **H.P. COMPLAINT & INVESTIGATION**

26 37. On August 18, 2021, the Bureau received a complaint from student H.P. against  
27 Respondent. The complaint alleged that the class is a misrepresentation of what is stated online;  
28

1 and the school should not be allowed to issue certificates stating students have been trained and  
2 are ready to help others in a professional setting.

3 38. A Bureau Investigator interviewed H.P., who stated that she wanted a full refund  
4 because she was not given the education she was promised; she did not learn anything after  
5 several months in the program; every Saturday feels the same, with no distinction between  
6 courses; old and new students are mixed together and receive the same lecture every few weeks;  
7 there is not much new information after the fourth month of the program, so it is difficult to tell  
8 what class she is in; she did not receive a syllabus; she only received access to Zoom classes for  
9 classes she missed; there were no exams, quizzes or tests; she never received any feedback or  
10 grades on assignments she submitted; she received an outdated student contact list; they learned  
11 the same thing every few weeks and nothing changed after the first month; classes were always  
12 9:00 a.m. to 4:00 p.m.; when classes started, DiGirolamo would ask each student how their week  
13 went and if they worked with any clients, they would take a short break and come back to talk  
14 briefly about nutrition before breaking for lunch, DiGirolamo would then do a guided meditation  
15 with the class for about 45 minutes, and then they would do breakout rooms for two hours or  
16 more, which were 1-on-1 with students on Zoom with no supervision from DiGirolamo; and she  
17 never received a SPFS.

### 18 **B.B. COMPLAINT & INVESTIGATION**

19 39. On September 8, 2021, the Bureau received a complaint from B.B. against  
20 Respondent. The complaint alleged that B.B. withdrew from her enrollment when she realized  
21 that no matter how long she stayed, she would not be receiving the program that she paid for;  
22 classes met for six hours each Saturday; when new students were randomly introduced every few  
23 weeks, they would spend three hours doing introductions with all students and talk about subjects  
24 not pertaining to class topics; the training they were promised was incomplete and fraudulent;  
25 DiGirolamo did not clearly demonstrate or explain things; when asked about materials,  
26 DiGirolamo would respond that the materials were proprietary; B.B. was missing program  
27 materials; although DiGirolamo claimed to instruct students in behavioral therapy, life coaching  
28 and other subjects, she only touched on these subjects briefly, and it was not enough to warrant a

1 certification in those fields; at about the fourth month of classes, DiGirolamo would start to repeat  
2 her teachings; DiGirolamo was unresponsive; DiGirolamo refused to provide the full program to  
3 students; DiGirolamo would repeatedly say that she could not provide certain things because they  
4 were “proprietary,” despite students paying for the program; DiGirolamo would do the same  
5 induction every class and put students into a relaxed state; DiGirolamo would not have a firm  
6 grasp on some of the materials she was teaching; every few weeks new students would join the  
7 class and they would spend that class doing several hours of introductions for new students and  
8 repeating what was taught in the prior weeks; classes were always 9:00 a.m. to 4:00 p.m.; she did  
9 not receive any syllabus for any of the modules; DiGirolamo would switch between modules  
10 sometimes during class; the only way to know which module she was teaching at the time is when  
11 DiGirolamo would say during class which module she was teaching; there is no class structure;  
12 besides the first two classes and the introduction class that is repeated every few weeks, the  
13 instruction is very free form; some of the modalities are over 30 years old; she never received any  
14 tests, exams or quizzes; DiGirolamo did the same attunement every class; she was never told  
15 when she finished the Certified Hypnotherapy portion of the course, and never received any  
16 grades, evaluations or progress reports; students received incomplete course materials in their  
17 binders; she did not receive a class schedule; and she never received or signed a SPFS.

### **T.C. COMPLAINT & INVESTIGATION**

19 40. On December 20, 2021, the Bureau received a complaint from T.C. against  
20 Respondent. The complaint alleged that T.C. enrolled in a 10-month program, but it took two  
21 years to complete; she had issues with not receiving class materials from DiGirolamo, and not  
22 receiving the techniques or healing modalities that were promised by the course; she did not  
23 receive the training that was advertised.

### **FURTHER INVESTIGATION & NOVEMBER 8, 2021 INSPECTION**

25 41. On September 10, 2021, a Bureau Investigator reviewed Respondent’s website, which  
26 stated Respondent offers programs in Certified Behavioral Therapist, Clinical Hypnotherapist,  
27 Certified Life Coach and Holistic Health Practitioner. Nothing on the site indicated that these  
28 programs were only offered by distance learning.



1           42. On September 10, 2021, a Bureau Investigator downloaded a copy of Respondent's  
2 2021 school catalog from Respondent's website at californiainstitute.net. Respondent's catalog  
3 indicates that the school's administrative office hours are Monday through Friday from 9:00 a.m.  
4 to 5:00 p.m. However, no employee of the school was on site during a visit from a Bureau  
5 Investigator on October 28, 2021 and November 2, 2021. The Bureau Investigator was not able  
6 to review or copy any records until returning to the school on November 8, 2021, at which time  
7 files were not made immediately available, and personnel were not scheduled to be present during  
8 normal business hours without first alerting DiGirolamo of a potential Bureau visit.

9           43. The school catalog advertised three programs that DiGirolamo confirmed were not  
10 currently being taught: massage therapist, aromatherapist, and master herbal practitioner. The  
11 school website also advertised the aromatherapist and master herbal practitioner classes.

12           44. Per the school catalog, monthly reports regarding externships are submitted to  
13 DiGirolamo for review and critiquing. Additionally, a syllabus embedded in the school catalog  
14 and the catalog program descriptions state that eight hours of instruction is provided per class.

15           45. On November 8, 2021, a Bureau Investigator interviewed DiGirolamo, and obtained  
16 copies of the student files for K.P., A.V., M.R., B.R., J.B., H.P., B.B., and T.C. During the  
17 interview, DiGirolamo stated that students take hour-long lunches during each class. This time is  
18 not subtracted from the eight hours of instruction that the school advertises on its website,  
19 catalog, and enrollment agreements. DiGirolamo also stated that students do not have to repeat  
20 modules that they do not do well in, and she would not make a student repeat just one module.  
21 Her statements directly contradict the policy in the school catalog that states students who receive  
22 an "F" or "incomplete" in a module must repeat that module.

23           46. A review of K.P.'s file indicated that DiGirolamo sent progress reports to DOR each  
24 month from March 2021 to June 2021 stating that K.P. received grades of "A" in externship,  
25 technique utilization, and communication skills. However, there is no documentation in K.P.'s  
26 student file to support these grades. Additionally, the date of cancellation listed on K.P.'s  
27 enrollment agreement was February 20, 2021, despite the fact K.P. signed the enrollment  
28 agreement on March 11, 2021. The enrollment agreement for K.P. did not list the number of

1 clock hours or weeks needed to complete the educational program. Finally, the student file for  
2 K.P. did not contain an official transcript showing her date of withdrawal.

3 47. A review of A.V.'s file indicated that in a document dated November 30, 2021,  
4 DiGirolamo stated that A.V. did not submit a written notice of withdrawal. However, in the  
5 documents included with this response, she provided a school form titled "withdrawal" notice  
6 stating that A.V. was terminated due to her "letter of withdrawal" and missing three weeks of  
7 classes. Additionally, A.V. provided an email sent to DiGirolamo on August 4, 2021 in which  
8 A.V. clearly states her intent to withdraw her enrollment as of that day. Finally, the student file  
9 for A.V. did not contain an official transcript showing her date of withdrawal.

10 48. A review of M.R.'s file indicated that DiGirolamo documented M.R.'s withdrawal on  
11 a "withdrawal notice" dated September 20, 2021, listing M.R.'s last date of attendance and  
12 withdrawal date as September 11, 2021. This directly contradicts M.R.'s email to DiGirolamo on  
13 August 13, 2021 in which M.R. states her intent to withdraw immediately, and documentation in  
14 M.R.'s file listing August 13, 2021 as M.R.'s withdrawal date. Additionally, the enrollment  
15 agreement for M.R. did not list the number of clock hours or weeks needed to complete the  
16 educational program. Finally, the student file for M.R. did not contain an official transcript  
17 showing her date of withdrawal.

18 49. A review of B.R.'s file indicates that in a letter to B.R. dated August 26, 2021,  
19 DiGirolamo stated that B.R. completed six out of ten modules, last attended class on July 24,  
20 2021, and was not eligible for a pro-rata refund. However, in a document titled "withdrawal  
21 notice," DiGirolamo listed M.R.'s withdrawal date as September 11, 2021, and stated B.R. had  
22 completed seven out of ten modules. Finally, the student file for B.R. did not contain an official  
23 transcript showing her date of withdrawal.

24 50. A review of J.B.'s file indicates that in a document titled "withdrawal notice,"  
25 DiGirolamo listed J.B.'s graduation date as April 10, 2021, but listed her withdrawal and last date  
26 of attendance as July 10, 2021. The document is dated July 17, 2021, and lists J.B.'s completed  
27 hours as 325. However, J.B. enrolled in the 200-hour CHT program, completed over 300 hours,  
28 but did not take a final exam or receive graduate status for the CHT program. J.B. did not sign a

1 second enrollment agreement or addendum to continue taking classes as part of a longer program.  
2 Finally, the student file for J.B. did not contain an official transcript showing her date of  
3 withdrawal.

4 51. A review of H.P.'s file indicates that H.P. provided an enrollment agreement that was  
5 not signed by a representative of Respondent. On this form, her graduation date was listed as  
6 January 23, 2022 in typed font. In the student file obtained from Respondent, DiGirolamo signed  
7 H.P.'s enrollment agreement which listed her graduation date as December 4, 2021, and was  
8 hand-written instead of typed. DiGirolamo confirmed she does not provide a copy of the  
9 completed enrollment forms to students. Finally, the student file for H.P. did not contain an  
10 official transcript showing her date of withdrawal.

11 52. A review of B.B.'s file indicates that in a letter to B.B. dated August 26, 2021,  
12 DiGirolamo stated multiple times that B.B. completed six out of ten modules of the HHP  
13 program. B.B. enrolled on August 20, 2020 and submitted her letter of withdrawal on July 31,  
14 2021. A progress report in her student file shows that she received grades for eight modules. In a  
15 document titled "withdrawal notice" dated July 30, 2021, DiGirolamo listed that B.B. completed  
16 8.5 modules, and listed her date of withdrawal as July 10, 2021. Finally, the student file for B.B.  
17 did not contain an official transcript showing her date of withdrawal.

18 53. The Bureau Investigator received T.C.'s file from DiGirolamo on or about January  
19 13, 2022. A review of T.C.'s file indicates that T.C. attended classes from her enrollment date in  
20 2019 until 2021 without signing a contract addendum or new enrollment agreement despite taking  
21 a leave of absence in 2020. The student file for T.C. did not contain any documents detailing her  
22 leave of absence or re-enrollment. Further, in an email to T.C. on December 14, 2021,  
23 DiGirolamo attached four certificates of completion for the programs that T.C. completed. The  
24 certificate of completion for the HHP program stated that T.C. completed the program as of  
25 August 4, 2021. However, DiGirolamo emailed T.C. on August 5, 2021 and stated that she  
26 would send her a copy of the final exam to take. Accordingly, T.C. could not have completed the  
27 HHP program as of August 4, 2021, without having taken the final exam. Additionally, the file  
28 did not contain three of the four certificates of completion that DiGirolamo provided to T.C. on

1 December 14, 2022, but only a document with the title “diploma.” The HHP diploma that  
2 DiGirolamo included in the student file stated that T.C. completed the HHP course as of  
3 December 15, 2021, and is clearly a different document than the one she provided to T.C. on  
4 December 14, 2021. DiGirolamo provided a roster of students listing T.C. as a graduate as of  
5 June 27, 2020. Finally, the official transcript in T.C.’s student file lists her program as “Life  
6 Coach” and a final grade of “A” despite T.C.’s enrollment in the HHP program. The academic  
7 progress report in the student file lists the program as HHP and lists a final grade of “A-”.

8 54. During her interview with a Bureau Investigator on November 8, 2021, DiGirolamo  
9 stated that an instructor named Miriam Miller had been instructing new students in breakout  
10 sessions, and occasionally substituting for the owner for approximately 1.5 – 3 years. However,  
11 no credentials, qualifications, or contract has been provided to the Bureau for this faculty  
12 member, and she does not appear in the course catalogue.

13 **FIRST CAUSE FOR DISCIPLINE**

14 (Prohibited Business Practices)

15 55. Respondent is subject to disciplinary action under Code section 94937, for violating  
16 Code section 94897, subdivisions (d) and (j)(3), in that Respondent engaged in prohibited  
17 businesses practices, as set forth in paragraphs 41-53, incorporated herein.

18 **SECOND CAUSE FOR DISCIPLINE**

19 (Merging Classes, Converting Method of Delivery, Changing Locations)

20 56. Respondent is subject to disciplinary action under Code section 94937, for violating  
21 Code section 94898, subdivision (a). As set forth in paragraphs 22, 26, 29, 32, 36, 38 and 39,  
22 incorporated herein, Respondent is merging classes in which not all students have received the  
23 same amount of instruction and in a way that is impairing the students’ learning of the subject  
24 matter of the class. This merging is negatively impacting the students’ learning of the subject  
25 matter necessary for the achievement of learning objectives in four distinctly different programs.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 (General Enrollment Requirements)

3 57. Respondent is subject to disciplinary action under Code section 94937, for violating  
4 Code section 94902, subdivisions (b)(3) and (c) in that:

5 a. As set forth in paragraph 50, incorporated herein, J.B. enrolled in the 200-hour CHT  
6 program and was allowed to attend an additional 125 hours of class without signing a new  
7 enrollment agreement for the HHP program.

8 b. As set forth in paragraph 53, incorporated herein, T.C. attended classes from her  
9 enrollment date in 2019 until 2021 without signing a contract addendum or new enrollment  
10 agreement despite taking a leave of absence in 2020. T.C. was allowed to graduate and received  
11 certificates of completion in December 2021.

12 c. As set forth in paragraphs 23, 26, 30, 34, 38 and 39, incorporated herein, DiGirolamo  
13 enrolled K.P., A.V., M.R., B.R., J.B., H.P., B.B., and T.C. without them, or a representative of  
14 Respondent, signing a SPFS. Additionally, DiGirolamo does not provide students with a signed  
15 copy of their enrollment agreements or SPFS.

16 **FOURTH CAUSE FOR DISCIPLINE**

17 (Minimum Requirements for School Catalog)

18 58. Respondent is subject to disciplinary action under Code section 94937, for violating  
19 Code section 94909, subdivision (a)(5) and (7) in that:

20 a. As set forth in paragraph 44, incorporated herein, the syllabus embedded in the school  
21 catalog and the catalog program descriptions state that eight hours of instruction is provided per  
22 class. However, as set forth in paragraph 45, incorporated herein, hour-long lunches taken during  
23 weekly Saturday classes are not subtracted from the represented hours of instruction. Thus, the  
24 institution is counting each Saturday class as eight hours of instruction when, in fact, no more  
25 than seven hours is provided.

26 b. As set forth in paragraph 54, incorporated herein, DiGirolamo disclosed on  
27 November 8, 2021 that an instructor named Miriam Miller had been instructing new students in  
28 breakout sessions, and occasionally substituting for the owner for approximately 1.5 – 3 years.

1 However, no credentials, qualifications, or contract has been provided to the Bureau for this  
2 faculty member, and she does not appear in the course catalogue. Enrolling students and the  
3 public have not been made aware of this instructor due to her omission from the catalogue.

4 **FIFTH CAUSE FOR DISCIPLINE**

5 (Minimum Requirements for Enrollment Agreement)

6 59. Respondent is subject to disciplinary action under Code section 94937, for violating  
7 Code section 94911, subdivision (a), in that, as set forth in paragraphs 46 and 48, the enrollment  
8 agreements for K.P. and M.R. did not list the number of clock hours or weeks needed to complete  
9 the educational program.

10 **SIXTH CAUSE FOR DISCIPLINE**

11 (Signature, Initials Required)

12 60. Respondent is subject to disciplinary action under Code section 94937, for violating  
13 Code section 94912, in that, as set forth in paragraphs 23, 26, 30, 34, 38 and 39, incorporated  
14 herein, the SPFS for K.P., A.V., M.R., B.R., J.B., H.P., B.B., and T.C. were not signed by a  
15 representative of Respondent, and signed copies of the SPFS were not provided to the students.

16 **SEVENTH CAUSE FOR DISCIPLINE**

17 (Change in Circumstance Affecting Application Information)

18 61. Respondent is subject to disciplinary action under Code section 94937, for violating  
19 California Code of Regulations, title 5 (“CCR”), section 71405 in that, as set forth in paragraph  
20 54, incorporated herein, DiGirolamo disclosed on November 8, 2021 that an instructor named  
21 M.M. had been instructing new students in breakout sessions, and occasionally substituting for  
22 the owner for approximately 1.5 – 3 years. However, no credentials, qualifications, or contract  
23 has been provided to the Bureau for this faculty member, and she does not appear in the course  
24 catalogue. This individual was not referenced in the renewal application submitted April 2020 or  
25 in the deficiency responses provided to the Bureau through September 2020. Thus, the Bureau  
26 was not informed of the change in circumstance affecting the renewal application, and  
27 accordingly, the Bureau has not had an opportunity to vet this instructor.

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**EIGHTH CAUSE FOR DISCIPLINE**

(Educational Program)

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2  
3       62. Respondent is subject to disciplinary action under Code section 94937, for violating  
4 CCR section 71710, subdivisions (a), (b), (c)(2), (c)(3), (e), and (f). As set forth in paragraphs 22,  
5 26, 29, 32, 36, 38 and 39, incorporated herein, DiGirolamo was unable to provide evidence that  
6 Respondent is offering instruction in those subject areas that are necessary for a student to  
7 achieve the educational objectives of the educational program in which the student is enrolled.  
8 As a consequence of the organization and sequencing of the four programs currently offered,  
9 students enrolling in the three shorter program will only be provided instruction in subjects  
10 covered in modules that happen to be offered in the specific window of time immediately  
11 following their enrollment. There is no logical ordering, sequence or design for the content of the  
12 Clinical Hypnotherapist, Life Coach and Behavioral Therapist programs. Additionally, hour-long  
13 lunches are taken during weekly Saturday classes, which are not subtracted from the represented  
14 hours of instruction.

15       63. Respondent also did not document that curriculum includes specific learning  
16 outcomes tied to the sequence of the presentation of the material to measure the students' learning  
17 of the material. Articulated objectives for each program overlap greatly between programs; there  
18 is little differentiation between programs despite their distinctly different titles and associated  
19 intended career outcomes. Program objectives also do not clearly correspond to content reference  
20 in the descriptions of the modules.

21       64. Student achievement of program-specific learning outcomes is not appropriately  
22 measured or evaluated. The culminating final exam appears to be the same for all four currently  
23 offered programs: Holistic Health Practitioner, Behavioral Therapist, Life Coach, and Clinical  
24 Hypnotherapist. Additionally, the final exam provided for review did not appear to have been  
25 graded, despite the student's having already graduated.

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1 **NINTH CAUSE FOR DISCIPLINE**

2 (Instruction)

3 65. Respondent is subject to disciplinary action under Code section 94937, for violating  
4 CCR section 71715, subdivisions (b), (d)(3), (d)(5), (d)(6), (d)(7), and (d)(8). As set forth in  
5 paragraphs 22, 26, 29, 32, 36, 38 and 39, incorporated herein, Respondent did not document that  
6 curriculum includes specific learning outcomes tied to the sequence of the presentation of the  
7 materials to measure the students' learning of the material. Articulated objectives for each  
8 program overlap greatly between programs, and there is little differentiation between programs  
9 despite their distinctly different titles and associated intended career outcomes. Program  
10 objectives do not clearly correspond to content referenced in the descriptions of modules. Which  
11 objectives are addressed will be dependent on which modules a student completes, and which  
12 modules are taken by each student is dictated wholly by where their enrollment date places them  
13 on the schedule and the length of the program they select. Respondent has not documented that  
14 the instruction offered leads to the achievement of the learning objectives of each course.

15 66. Hour-long lunches taken during weekly Saturday classes are not subtracted from the  
16 represented hours of instruction. The institution also does not maintain clear standards for  
17 satisfactory academic progress. DiGirolamo failed to document recorded mid-point grades,  
18 evaluations or communications to students regarding their progress.

19 67. Additionally, formal evaluations of students are not timely completed, in compliance  
20 with the institution's stated policy, or consistently recorded. Although Respondent requires  
21 students to complete "externship" forms to document their technique practice, book reports, and  
22 career preparation/business-related activities, Respondent failed to demonstrate that these  
23 assignments are graded or catalogued.

24 **TENTH CAUSE FOR DISCIPLINE**

25 (Student Records)

26 68. Respondent is subject to disciplinary action under Code section 94937, for violating  
27 CCR section 71920, subdivisions (b)(3), (b)(4), (b)(5)(A), (b)(5)(B), (b)(5)(C), (b)(5)(D), and  
28 (b)(5)(E), in that, as set forth in paragraphs 46-53, incorporated herein, the student files for K.P.,



1 A.V., M.R., B.R., J.B., H.P., and B.B. did not contain an official transcript showing their dates of  
2 withdrawal. Additionally, the student file for T.C. did not contain any documents detailing her  
3 leave of absence or re-enrollment.

4 **ELEVENTH CAUSE FOR DISCIPLINE**

5 (Maintenance of Records)

6 69. Respondent is subject to disciplinary action under Code section 94937, for violating  
7 CCR section 71930, subdivision (3)(e) in that, as set forth in paragraph 42, incorporated herein,  
8 Respondent's catalog indicates that the school's administrative office hours are Monday through  
9 Friday from 9:00 a.m. to 5:00 p.m. However, no employee of the school was on site during a  
10 visit from a Bureau Investigator on October 28, 2021 and November 2, 2021. The Bureau  
11 Investigator was not able to review or copy any records until returning to the school on November  
12 8, 2021, at which time files were not made immediately available, and personnel were not  
13 scheduled to be present during normal business hours without first alerting DiGirolamo of a  
14 potential Bureau visit.

15 **TWELFTH CAUSE FOR DISCIPLINE**

16 (Annual Report)

17 70. Respondent is subject to disciplinary action under Code section 94937, for violating  
18 CCR section 74110 in that Respondent failed to submit all components of the 2020 Annual  
19 Report, which was due to the Bureau by December 1, 2021, despite the fact that the Bureau  
20 provided reminder notices to Respondent on or about June 23, 2021 and August 10, 2021.  
21 Additionally, Respondent failed to submit all components of the 2021 Annual Report, which was  
22 due to the Bureau by December 1, 2022, despite the fact that the Bureau provided reminder  
23 notices to Respondent on or about June 28, 2022, July 14, 2022, and July 26, 2022.

24 **DISCIPLINE CONSIDERATIONS**

25 71. To determine the degree of discipline, if any, to be imposed on Respondent,  
26 Complainant alleges that:

1 a. On or about October 17, 2019, in a prior action, the Bureau issued Respondent  
2 Citation 1920078 with an Order of Abatement. The citation was modified on February 3, 2020,  
3 and closed on April 2, 2020 following evidence of compliance and payment of the fine.

4 b. On or about April 1, 2020, in a prior action, the Bureau issued Respondent Citation  
5 1920272 with an Order of Abatement. The citation was modified on September 17, 2020, and  
6 closed on November 18, 2020 following evidence of compliance and payment of the fine.

7 **PRAYER**

8 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
9 and that following the hearing, the Director of the Department of Consumer Affairs issue a  
10 decision:

11 1. Revoking or Suspending Approval to Operate Institution Code 3404281, issued to  
12 Respondent;

13 2. Ordering Respondent to pay the Bureau for Private Postsecondary Education the  
14 reasonable costs of the investigation and enforcement of this case, pursuant to Business and  
15 Professions Code section 125.3; and,

16 3. Taking such other and further action as deemed necessary and proper.  
17  
18

19 DATED: 5/15/2023

*Deborah Cochrane*

DEBORAH COCHRANE

Chief

Bureau for Private Postsecondary Education

Department of Consumer Affairs

State of California

*Complainant*

**Exhibit B**

**Statement of Issues No. BBPE22-207**

1 ROB BONTA  
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7 *Attorneys for Complainant*

8  
9 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION**  
**STATE OF CALIFORNIA**  
11

12  
13 In the Matter of the Statement of Issues  
Against:

Case No. BBPE22-207

14 **CALIFORNIA INSTITUTE OF THE**  
15 **HEALING ARTS AND SCIENCES**

**STATEMENT OF ISSUES**

16 **Application for Renewal of Approval to**  
17 **Operate and Offer Educational Programs**  
18 **for Non-Accredited Institutions**

19 **Institution Code No. 3404281**

20 Respondent.

21 **PARTIES**

22  
23 1. Deborah Cochrane (Complainant) brings this Statement of Issues solely in her official  
24 capacity as the Chief of the Bureau for Private Postsecondary Education (Bureau), Department of  
25 Consumer Affairs.

26 2. On or about April 21, 2020, the Bureau received an application for Renewal of  
27 Approval to Operate and Offer Educational Programs for Non-Accredited Institutions from  
28 California Institute of the Healing Arts and Sciences (Respondent), owned by 121 Venus

1 Corporation, Carol DiGirolamo as President. On or about April 13, 2020, Carol DiGirolamo  
2 certified under penalty of perjury to the truthfulness of all statements, answers, and  
3 representations in the application. The Bureau denied the application on January 31, 2022.

#### 4 JURISDICTION

5 3. This Statement of Issues is brought before the Director of the Department of  
6 Consumer Affairs (Director) for the Bureau, under the authority of the following laws. All  
7 section references are to the Education Code (Code) unless otherwise indicated.

8 4. Code section 94886 states:

9 Except as exempted in Article 4 (commencing with Section 94874) or in  
10 compliance with the transition provisions in Article 2 (commencing with Section  
11 94802), a person shall not open, conduct, or do business as a private postsecondary  
12 educational institution in this state without obtaining an approval to operate under  
13 this chapter.

14 5. Code section 94887 states:

15 An approval to operate shall be granted only after an applicant has presented  
16 sufficient evidence to the bureau, and the bureau has independently verified the  
17 information provided by the applicant through site visits or other methods deemed  
18 appropriate by the bureau, that the applicant has the capacity to satisfy the  
19 minimum operating standards. The bureau shall deny an application for an  
20 approval to operate if the application does not satisfy those standards.

#### 21 STATUTORY PROVISIONS

22 6. Code section 94891 states:

23 (a) The bureau shall adopt by regulation the process and procedures  
24 whereby an institution may obtain a renewal of an approval to operate.

25 (b) To be granted a renewal of an approval to operate, the institution shall  
26 demonstrate its continued capacity to meet the minimum operating standards.

27 (c)(1) An institution that is denied renewal of an approval to operate may  
28 file an appeal in accordance with the procedures established by the bureau  
pursuant to Section 94888.

(2) An institution that has filed an appeal of a denial of a renewal  
application may continue to operate during the appeal process, but must disclose  
in a written statement, approved by the bureau, to all current and prospective  
students, that the institution's application for renewal of approval to operate was

1 denied by the bureau because the bureau determined the application did not  
2 satisfy the requirements to operate in California, that the institution is appealing  
3 the bureau's decision, and that the loss of the appeal may result in the institution's  
4 closure.

5 (3) If the bureau determines that the continued operation of the institution  
6 during the appeal process poses a significant risk of harm to students, the bureau  
7 shall make an emergency decision pursuant to its authority provided in Section  
8 94938.

9 7. Code section 94898, subdivision (a) provides, in pertinent part:

10 (a) An institution shall not merge classes unless all of the students have  
11 received the same amount of instruction. This subdivision does not prevent the  
12 placement of students, who are enrolled in different educational programs, in the  
13 same class if that class is part of each of the educational programs and the  
14 placement in a merged class will not impair the students' learning of the subject  
15 matter of the class.

16 ...

17 8. Code section 94909, subdivision (a)(5) and (a)(7) provide, in pertinent part:

18 (a) Except as provided in subdivision (d), before enrollment, an institution  
19 shall provide a prospective student, either in writing or electronically, with a  
20 school catalog containing, at a minimum, all of the following:

21 ...

22 (5) A description of the programs offered and a description of the  
23 instruction provided in each of the courses offered by the institution, the  
24 requirements for completion of each program, including required courses, any  
25 final tests or examinations, any required internships or externships, and the total  
26 number of credit hours, clock hours, or other increments required for completion.

27 ...

28 (7) Information regarding the faculty and their qualifications.

...

### **REGULATORY PROVISIONS**

9. California Code of Regulations (CCR), title 5, section 71250, states: “[t]he Form  
Application 94886 shall include a statement that the institution has contracted with sufficient duly  
qualified faculty members who meet the qualifications of section 71720.”

///

///

1 10. CCR, title 5, section 71405, states:

2 (a) If, after the submission of an application but prior to the Bureau's decision  
3 to approve or deny an approval to operate, there is any material change in  
4 circumstances affecting any information contained in the application or submitted  
5 by the institution in support of the application, the institution shall immediately  
6 inform the Bureau in writing.

7 (b) For the purposes of this section, a change in circumstance is "material" if,  
8 without the inclusion of the new or different information into the application, the  
9 information contained in or the supporting documentation to the application would  
10 be false, misleading, or incomplete.

11 11. CCR, title 5, section 71700 states: "The Bureau may request that an institution  
12 document compliance with the standards set forth in the Act and this Division to obtain and  
13 maintain an approval to operate."

14 12. CCR, title 5, section 71710, provides, in pertinent part:

15 In order to meet its mission and objectives, the educational program defined  
16 in section 94837 of the Code shall be comprised of a curriculum that includes:

17 (a) those subject areas that are necessary for a student to achieve the  
18 educational objectives of the educational program in which the student is enrolled;

19 (b) subject areas and courses or modules that are presented in a logically  
20 organized manner or sequence to students;

21 (c) course or module materials that are designed or organized by duly  
22 qualified faculty. For each course or module, each student shall be provided with a  
23 syllabus or course outline that contains:

24 ...

25 (2) a statement of educational objectives;

26 (3) length of the educational program;

27 ...

28 (6) sequential and detailed outline of subject matter to be addressed or a list  
of skills to be learned and how those skills are to be measured;

...

(e) specific learning outcomes tied to the sequence of the presentation of the  
material to measure the students' learning of the material; and

1 (f) evaluation by duly qualified faculty of those learning outcomes.

2 13. CCR, title 5, section 71715 provides, in pertinent part:

3 ...

4 (b) The institution shall document that the instruction offered leads to the achievement of the learning objectives of each course.

5 ...

6 (d) Distance education as defined in section 94834 of the Code, does not  
7 require the physical presence of students and faculty at the same location but  
8 provides for interaction between students and faculty by such means as  
9 telecommunication, correspondence, electronic and computer augmented  
10 educational services, postal service, and facsimile transmission. In addition to the  
11 other requirements of this chapter and the Act, an institution offering distance  
12 education shall:

13 ...

14 (3) ensure that the materials and programs are current, well organized,  
15 designed by faculty competent in distance education techniques and delivered  
16 using readily available, reliable technology;

17 ...

18 (5) maintain clear standards for satisfactory academic progress;

19 (6) timely complete student evaluations of learning outcomes by duly  
20 qualified faculty, which are appropriate for use with the distance education  
21 methods used, and evaluated by duly qualified faculty.

22 (7) employ a sufficient number of faculty to assure that (A) the institution's  
23 response to, or evaluation of, each student lesson is returned to the student within  
24 10 days after the lesson is received by the institution; and (B) the institution's  
25 response to, or evaluation of, each student project or dissertation is returned to the  
26 student within the time disclosed in the catalog; and

27 (8) shall maintain a record of the dates on which lessons, projects, and  
28 dissertations were received and responses were returned to each student.

14. CCR, title 5, section 71720 provides, in pertinent part:

...

(b) Instructors in an Educational Program Not Leading to a Degree.

(1) An institution shall employ instructors who possess the academic,  
experiential and professional qualifications to teach, including a minimum of three  
years of experience, education and training in current practices of the subject area



1 they are teaching. If an instructor does not possess the required three years of  
2 experience, education and training in the subject area they are teaching, the  
3 institution shall document the qualifications the instructor possesses that are  
4 equivalent to the minimum qualifications.

5 (2) Each instructor shall maintain their knowledge by completing continuing  
6 education courses in his or her subject area, classroom management or other  
7 courses related to teaching.

8 (3) The institution shall not employ or continue to employ an instructor who  
9 was adjudicated in a judicial or administrative proceeding as having violated any  
10 provision of the Act or this chapter, or as having committed any act that would  
11 constitute grounds for the denial of a license under Section 480 of the Business and  
12 Professions Code.

### 13 **FIRST CAUSE FOR DENIAL**

14 (Instruction and Degrees Offered)

15 15. Respondent's application is subject to denial under CCR, title 5, section 71710,  
16 subdivisions (a), (b), and (c)(6); and section 71715, subdivision (d)(3), in that Respondent was  
17 unable to document that Respondent is offering instruction in those subject areas that are  
18 necessary for a student to achieve the educational objectives of the educational program in which  
19 the student is enrolled. Additionally, syllabi submitted lack a sequential and detailed outline of  
20 subject matter to be addressed or a list of skills to be learned and how those skills are to be  
21 measured.

### 22 **SECOND CAUSE FOR DENIAL**

23 (Instruction and Degrees Offered)

24 16. Respondent's application is subject to denial under CCR, title 5, section 71710,  
25 subdivisions (c)(2) and (e); and section 71715, subdivision (b), in that Respondent did not  
26 document that curriculum includes specific learning outcomes tied to the sequence of the  
27 presentation of the material to measure the students' learning of the material. Articulated  
28 objectives for each program overlap greatly between programs; there is little differentiation  
between programs despite their distinctly different titles and associated intended career outcomes.  
Program objectives do not clearly correspond to content referenced in the descriptions of modules  
found in the catalog. Which objectives are addressed will depend on which modules a student

1 completes, and which modules are taken by each student is dictated wholly by where their  
2 enrollment date places them on the schedule and the length of the program they select.  
3 Respondent did not document that the instruction offered leads to the achievement of the learning  
4 objectives of each course.

5 **THIRD CAUSE FOR DENIAL**

6 (Instruction and Degrees Offered)

7 17. Respondent's application is subject to denial under Code section 94898, subdivision  
8 (a), in that Respondent is merging classes in which not all students have received the same  
9 amount of instruction, and in a manner that impairs the students' learning of the subject matter.  
10 This merging is negatively impacting the students' learning of the subject matter necessary for the  
11 achievement of learning objectives in four distinctly different programs.

12 **FOURTH CAUSE FOR DENIAL**

13 (Description of Educational Program)

14 18. Respondent's application is subject to denial under CCR, title 5, section 71715 (d)(6),  
15 (7) and (8), in that formal evaluations of students are not timely completed, in compliance with  
16 the institution's stated policy, or consistently recorded. Additionally, Respondent was unable to  
17 provide documentation to support grades received by students for each completed module.

18 **FIFTH CAUSE FOR DENIAL**

19 (Description of Educational Program)

20 19. Respondent's application is subject to denial under CCR, title 5, section 71710,  
21 subdivisions (e) and (f) in that Respondent student achievement of program-specific learning  
22 outcomes is not appropriately measured or evaluated. The culminating final exam appears to be  
23 the same for all four currently offered programs, and this singular culminating exam cannot  
24 effectively measure learning outcomes for programs of such varying lengths and stated career  
25 outcomes.

26 ///

27 ///

28 ///

1 **SIXTH CAUSE FOR DENIAL**

2 (Description of Educational Program)

3 20. Respondent's application is subject to denial under CCR, title 5, subdivision 71715,  
4 subdivision (d)(5) in that Respondent does not maintain clear standards for satisfactory academic  
5 progress. Respondent was unable to document recorded mid-point grades, evaluations or  
6 communications to students regarding their progress.

7 **SEVENTH CAUSE FOR DENIAL**

8 (Description of Educational Program)

9 21. Respondent's application is subject to denial under CCR, title 5, section 71715,  
10 subdivision (d)(5), (6) and (7); and section 71710, subdivision (f), in that Respondent does not  
11 reference graded assignments, or the use of a rubric or other written feedback, and hence there is  
12 no documented way to calculate whether a student is achieving a cumulative grade point average  
13 of at least 70% (2.0) as Respondent purports to require.

14 **EIGHTH CAUSE FOR DENIAL**

15 (Description of Educational Program)

16 22. Respondent's application is subject to denial under CCR, title 5, section 71710,  
17 subdivision (c)(3), in that Respondent misrepresents the programs' lengths in the syllabi  
18 embedded in the catalog and in the catalog program descriptions. Specifically, hour-long lunches  
19 taken during weekly Saturday classes are not subtracted from the represented hours of instruction.

20 **NINTH CAUSE FOR DENIAL**

21 (Faculty)

22 23. Respondent's application is subject to denial under CCR, title 5, section 71405, in  
23 that Respondent failed to immediately notify the Bureau in writing of any material change in  
24 circumstances affecting any information contained in the application. Specifically, Respondent  
25 failed to notify the Bureau that M.M. has been instructing new students in breakout sessions and  
26 occasionally substituting for somewhere between 1.5 – 3 years. Respondent never provided  
27 M.M.'s credentials, qualifications, or contract to the Bureau, and M.M. does not appear in  
28

1 Respondent's catalog. M.M. was not referenced in any of Respondent's renewal application  
2 materials.

3 **TENTH CAUSE FOR DENIAL**

4 (Faculty)

5 24. Respondent's application is subject to denial under CCR, title 5, section 71720,  
6 subdivision (b) and section 71250, in that Respondent failed to provide the Bureau with contracts  
7 for identified faculty assigned to teach Aromatherapist and Master Herbal Practitioner programs,  
8 and failed to provide documentation for instructor M.M.

9 **ELEVENTH CAUSE FOR DENIAL**

10 (Catalog)

11 25. Respondent's application is subject to denial under Code section 94909, subdivision  
12 (a)(7), in that instructor M.M., who had been an instructor of new student breakout sessions and  
13 occasionally substituting regular class sessions for 1.5 – 3 years, was omitted from Respondent's  
14 catalog.

15 **TWELFTH CAUSE FOR DENIAL**

16 (Catalog)

17 26. Respondent's application is subject to denial under Code section 94909, subdivision  
18 (a)(5), in that the requirements for completion of each program, including required courses and  
19 accurate disclosures of the total number of clock hours for each program are lacking in the  
20 catalog. Programs do not communicate which modules are required due to the lack of fixed  
21 requirements. Additionally, program lengths are misrepresented in the catalog as hour-long  
22 lunches taken during weekly Saturday classes are not subtracted from the represented hours of  
23 instruction in the catalog and program descriptions.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Director of the Department of Consumer Affairs issue a decision:

- 1. Denying the application of California Institute of Healing Arts and Sciences, owned by 121 Venus Corporation, Carol DiGirolamo as President for an Application for Renewal of Approval to Operate and offer Educational Programs for Non-Accredited Institutions; and
- 2. Taking such other and further action as deemed necessary and proper.

DATED: 6/10/22

*Deborah Cochrane*  
\_\_\_\_\_  
DEBORAH COCHRANE  
Chief, Bureau for Private Postsecondary Education  
Department of Consumer Affairs  
State of California  
*Complainant*