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

11
12 In the Matter of the First Amended Statement
of Issues Against:

Case No. 998491

13
14 **CALIFORNIA ACADEMY FOR THE**
HEALING ARTS; ARIEL F. HUBBARD
15 **73% Owner; RONALD DUNHAM, 24%**
Owner; MARK MUSGRAVE, 2% Owner

FIRST AMENDED

STATEMENT OF ISSUES

16
17 **School Code No. 18469321**

18 Respondent.

19
20 Complainant alleges:

21 **PARTIES**

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

25 2. On or about October 18, 2004, the Bureau for Private Postsecondary and Vocational
26 Education¹ (hereinafter "BPPVE") issued Ariel Hubbard, 73% Owner; Ronald Dunham, 24%

27 ¹ The former Bureau for Private Postsecondary and Vocational Education sunsetted on
28 July 1, 2007. On October 11, 2009, the Bureau for Private Postsecondary Education Act of 2009
(continued...)

1 Owner; and, Mark Musgrave, 2% Owner, an Approval to Operate California Academy for the
2 Healing Arts, Inc. (Respondent). The Approval to Operate expired on August 11, 2011.

3 3. On or about August 11, 2011, the Bureau for Private Postsecondary Education
4 (hereinafter "Bureau") received an "Application for Renewal of Approval to Operate and Offer
5 Educational Programs for Non-Accredited Institutions" (Application number 23852) from
6 Respondent. On or about August 8, 2011, Ariel F. Hubbard certified under penalty of perjury to
7 the truthfulness of all statements, answers, and representations in the application. The Bureau
8 denied the application on September 21, 2012.

9 JURISDICTION

10 4. This First Amended Statement of Issues is brought before the Director of the
11 Department of Consumer Affairs (Director) for the Bureau for Private Postsecondary Education
12 under the authority of the following laws.

13 5. Education Code Section 94886 states:

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

17 6. Education Code Section 94887 states:

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

22 7. Title 5, California Code of Regulations (hereinafter "CCR"), section 71400.5 states:

23 (a) The inclusion of false or misleading information, or the intentional or
24 negligent omission of pertinent information on any application may result in the
denial of the application or a delay in processing, and may be grounds for
action pursuant to Article 18 of the Act.

25 (b) In addition to denying an application pursuant to section 94887 of the Code,
26 the Bureau may deny any application based on any act that constitutes grounds

27 (AB 48) was signed into law. The Act, which became operative on January 1, 2010, established
28 the Bureau for Private Postsecondary Education (hereinafter "Bureau").

1 for the denial of a license under Section 480 of the Business and Professions
Code, incorporated herein by reference.

2 (c) The proceedings under this section shall be conducted in accordance with
3 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2
of the Government Code.

4 **STATUTORY AND REGULATORY PROVISIONS**

5 8. Title 5, California Code of Regulations ("CCR"), section 71475 states in part:

6 (a) Unless renewed, an approval to operate shall expire at 12 midnight on the
7 last day of the institution's term of approval to operate as granted pursuant to
section 94802 or section 94889 of the Code.

8 (b) An institution seeking to renew its Approval to Operate pursuant to section
9 94891 of the Code shall, prior to its expiration, complete and submit to the
10 Bureau the "Application for Renewal of Approval to Operate and Offer
Educations Programs for Non-Accredited Institutions," Form Application
94891 (rev. 2/10).

11 ...
12 (j) An approval to operate that has expired may be renewed at any time within
13 6 months after its expiration on filing of an application for renewal and, as a
14 condition precedent to renewal, payment of all accrued and unpaid renewal
15 fees, late payment penalty fees prescribed in subdivision (e) of this section, and
16 any other fees that would have been due in order to renew timely. After an
approval to operate has expired for more than 6 months, the approval is
automatically cancelled and the institution must submit a complete application
pursuant to section 71100, meet all current requirements, and pay all fees that
would have been due in order to timely renew, in order to apply for approval...

17 9. Title 5, CCR, section 71100 states:

18 (a) An applicant seeking approval to operate pursuant to Section 94886 of the
19 Code, other than Approval to Operate by Accreditation pursuant to Section
20 94890(a)(1) of the Code, shall complete the "Application for Approval to
Operate for an Institution Not Accredited," Form Application 94886 (rev. 2/10).
21 An applicant seeking approval to operate by accreditation pursuant to Section
94890(a)(1) of the Code shall comply with section 71390.

22 (b) An applicant shall submit the completed form, the information or
23 documentation required by this Article, the appropriate application fee as
provided in Section 94930.5(a)(1) of the Code, and any appropriate annual fee
as required by Article 1 of Chapter 5 of this Division, to the Bureau.

24 (c) An application that fails to contain all of the information required by this
25 article shall render it incomplete.

26 ///

27 ///

28 ///

1 10. Section 94897 of the Education Code states:

2 An institution shall not do any of the following:

3 ...

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

8 ...

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

11 ...

12 (p) Offer an associate, baccalaureate, master's, or doctoral degree without
13 disclosing to prospective students prior to enrollment whether the institution or
14 the degree program is unaccredited and any known limitation of the degree,
15 including, but not limited to, all of the following:

16 (1) Whether a graduate of the degree program will be eligible to sit for
17 the applicable licensure exam in California and other states.

18 (2) A statement that reads: "A degree program that is unaccredited or a
19 degree from an unaccredited institution is not recognized for some
20 employment positions, including, but not limited to, positions with the
21 State of California."

22 (3) That a student enrolled in an unaccredited institution is not eligible for
23 federal financial aid programs.

24 11. Section 94906 of the Education Code states:

25 (a) An enrollment agreement shall be written in language that is easily
26 understood. If English is not the student's primary language, and the student is
27 unable to understand the terms and conditions of the enrollment agreement, the
28 student shall have the right to obtain a clear explanation of the terms and
29 conditions and all cancellation and refund policies in his or her primary
30 language.

31 (b) If the recruitment leading to enrollment was conducted in a language other
32 than English, the enrollment agreement, disclosures, and statements shall be in
33 that language.

34 12. Section 94908 of the Education Code states:

35 Any information or statement required by this article to be included in the
36 catalog, School Performance Fact Sheet, or enrollment agreement shall be
37 printed in at least the same size font as the majority of the text in that document.

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13. Section 94909 of the Education Code states:

(a) Prior to enrollment, an institution shall provide a prospective student, either in writing or electronically, with a school catalog containing, at a minimum, all of the following:

...

(8) A detailed description of institutional policies in the following areas:

...

(B) Cancellation, withdrawal, and refund policies, including an explanation that the student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. The text shall also include a description of the procedures that a student is required to follow to cancel the enrollment agreement or withdraw from the institution and obtain a refund consistent with the requirements of Article 13 (commencing with Section 94919).

...

(15) The following statement:

“NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at (name of institution) is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (degree, diploma, or certificate) you earn in (name of educational program) is also at the complete discretion of the institution to which you may seek to transfer. If the (credits or degree, diploma, or certificate) that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending (name of institution) to determine if your (credits or degree, diploma or certificate) will transfer.”

(16) A statement specifying whether the institution, or any of its degree programs, are accredited by an accrediting agency recognized by the United States Department of Education. If the institution is unaccredited and offers an associate, baccalaureate, master's, or doctoral degree, or is accredited and offers an unaccredited program for an associate, baccalaureate, master's, or doctoral degree, the statement shall disclose the known limitations of the degree program, including, but not limited to, all of the following:

(A) Whether a graduate of the degree program will be eligible to sit for the applicable licensure exam in California and other states.

1 (B) A degree program that is unaccredited or a degree from an
2 unaccredited institution is not recognized for some employment positions,
including, but not limited to, positions with the State of California.

3 (C) That a student enrolled in an unaccredited institution is not
4 eligible for federal financial aid programs.

14. Section 94911 of the Education Code states:

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

6 ...

7 (b) A schedule of total charges, including a list of any charges that are
8 nonrefundable and the student's obligations to the Student Tuition Recovery
Fund, clearly identified as nonrefundable charges.

9 (c) In underlined capital letters on the same page of the enrollment agreement in
10 which the student's signature is required, the total charges for the current period
of attendance, the estimated total charges for the entire educational program,
11 and the total charges the student is obligated to pay upon enrollment.

12 ...

13 (e) (1) A disclosure with a clear and conspicuous caption, "STUDENT'S
RIGHT TO CANCEL," under which it is explained that the student has the
14 right to cancel the enrollment agreement and obtain a refund of charges paid
through attendance at the first class session, or the seventh day after enrollment,
15 whichever is later.

16 (2) The disclosure shall contain the institution's refund policy and a
statement that, if the student has received federal student financial aid
17 funds, the student is entitled to a refund of moneys not paid from federal
student financial aid program funds.

18 (3) The text shall also include a description of the procedures that a
19 student is required to follow to cancel the enrollment agreement or
withdraw from the institution and obtain a refund.

20 ...

21 (g) A statement specifying that, if the student is eligible for a loan
22 guaranteed by the federal or state government and the student defaults on the
loan, both of the following may occur:

23 (1) The federal or state government or a loan guarantee agency may
24 take action against the student, including applying any income tax refund
to which the person is entitled to reduce the balance owed on the loan.

25 (2) The student may not be eligible for any other federal student
26 financial aid at another institution or other government assistance until
the loan is repaid.

27 (h) The transferability disclosure that is required to be included in the
28 school catalog, as specified in paragraph (15) of subdivision (a) of Section
94909.

1 (i)(1) The following statement: "Prior to signing this enrollment
2 agreement, you must be given a catalog or brochure and a School
3 Performance Fact Sheet, which you are encouraged to review prior to
4 signing this agreement. These documents contain important policies and
5 performance data for this institution. This institution is required to have
6 you sign and date the information included in the School Performance
7 Fact Sheet relating to completion rates, placement rates, license
8 examination passage rates, salaries or wages, and the most recent three-
9 year cohort default rate, if applicable, prior to signing this agreement."

10 (2) Immediately following the statement required by paragraph (1),
11 a line for the student to initial, including the following statement: "I
12 certify that I have received the catalog, School Performance Fact Sheet,
13 and information regarding completion rates, placement rates, license
14 examination passage rates, salary or wage information, and the most
15 recent three-year cohort default rate, if applicable, included in the School
16 Performance Fact sheet, and have signed, initialed, and dated the
17 information provided in the School Performance Fact Sheet."

18

19 15. Title 5, California Code of Regulations (hereinafter "CCR"), section 71180 states,
20 "The institution shall include, with its Form Application 94886, exemplars of all student
21 enrollment agreements and instruments of indebtedness."

22 16. Title 5, CCR, section 71340 states:

23 (a) The institution shall include in the Form Application 94886 any material
24 facts, which have not otherwise been disclosed in the Form Application 94886
25 that without inclusion would cause the information in the Form Application
26 94866 to be false, misleading or incomplete or that might reasonably affect the
27 Bureau's decision to grant an approval to operate. In this context, a fact would
28 be "material" if it would alter the Bureau's determination concerning the
institution's ability to comply with any applicable provisions of the Act.

(b) The institution may also include in the Form Application 94886 any other
facts which the institution would like the Bureau to consider in deciding
whether to grant an approval to operate.

17. Title 5, CCR, section 71290 states:

The Form Application 94886 shall include a copy of the institution's catalog, in
published or proposed-to-be-published form. The catalog shall meet the
requirements of the Act and of section 71810.

18. Title 5, CCR, section 71475 states:

. . .

(o) The institution shall include, with its application, exemplars of all student
enrollment agreements and instruments of indebtedness.

. . .

1 (bb) The application shall include a copy of the institution's catalog, in
2 published or proposed-to-be-published form. The catalog shall meet the
3 requirements of the Act and of section 71810.

4 19. Title 5, CCR, section 71700 states:

5 The Bureau may request that an institution document compliance with the
6 standards set forth in the Act and this Division to obtain and maintain an
7 approval to operate.

8 20. Title 5, CCR, section 71716 states:

9 (a) An institution offering a distance educational program where the instruction
10 is not offered in real time shall transmit the first lesson and any materials to any
11 student within seven days after the institution accepts the student for admission.

12 (b) The student shall have the right to cancel the agreement and receive a full
13 refund pursuant to section 71750 before the first lesson and materials are
14 received. Cancellation is effective on the date written notice of cancellation is
15 sent. The institution shall make the refund pursuant to section 71750. If the
16 institution sent the first lesson and materials before an effective cancellation
17 notice was received, the institution shall make a refund within 45 days after the
18 student's return of the materials.

19 (c)(1) An institution shall transmit all of the lessons and other materials to the
20 student if the student: (A) has fully paid for the educational program; and (B)
21 after having received the first lesson and initial materials, requests in writing
22 that all of the material be sent.

23 (2) If an institution transmits the balance of the material as the student requests,
24 the institution shall remain obligated to provide the other educational services it
25 agreed to provide, such as responses to student inquiries, student and faculty
26 interaction, and evaluation and comment on lessons submitted by the student,
27 but shall not be obligated to pay any refund after all of the lessons and material
28 are transmitted.

29 21. Title 5, CCR, section 71800 states:

30 In addition to the requirements of section 94911 of the Code, an institution shall
31 provide to each student an enrollment agreement that contains at the least the
32 following information:

33 (a) The name and address of the institution and the addresses where instruction
34 will be provided.

35 (b) Period covered by the enrollment agreement.

36 (c) Program start date and scheduled completion date.

37 (d) Date by which the student must exercise his or her right to cancel or
38 withdraw, and the refund policy, including any alternative method of

1 calculation if approved by the Bureau pursuant to section 94921 of the Code.

2 (e) Itemization of all institutional charges and fees including, as applicable:

- 3 (1) tuition;
- 4 (2) registration fee (non-refundable);
- 5 (3) equipment;
- 6 (4) lab supplies or kits;
- 7 (5) Textbooks, or other learning media;
- 8 (6) uniforms or other special protective clothing;
- 9 (7) in-resident housing;
- 10 (8) tutoring;
- 11 (9) assessment fees for transfer of credits;
- 12 (10) fees to transfer credits;
- 13 (11) Student Tuition Recovery Fund fee (non-refundable);
- 14 (12) any other institutional charge or fee.

15 (f) Charges paid to an entity other than an institution that is specifically
16 required for participation in the educational program.

17 22. Title 5, CCR, section 71810 states:

18 (a) Each institution shall provide a catalog pursuant to section 94909 of the
19 Code, which shall be updated annually. Annual updates may be made by the
20 use of supplements or inserts accompanying the catalog. If changes in
21 educational programs, educational services, procedures, or policies required to
22 be included in the catalog by statute or regulation are implemented before the
23 issuance of the annually updated catalog, those changes shall be reflected at the
24 time they are made in supplements or inserts accompanying the catalog.

25 (b) The catalog shall contain the information prescribed by Section 94909 of
26 the Code and all of the following:

27

28 23. Title 5, CCR, section 76120 states:

(a) Each qualifying institution shall collect an assessment of fifty cents (\$.50)
per one thousand dollars (\$1,000) of institutional charges, rounded to the
nearest thousand dollars, from each student in an educational program who is a
California resident or is enrolled in a residency program. For institutional
charges of one thousand dollars (\$1,000) or less, the assessment is fifty cents
(\$.50).

1 (b) Unless a student has a separate agreement to repay the third party, a student
2 whose costs are paid to the institution by third-party payer shall not pay the
3 STRF assessment to the qualifying institution.

4 (c) Except when an institution provides a 100% refund pursuant to section
5 94919(d) or section 94920(b) of the Code, the assessment is non-refundable.

6 **FACTS**

7 24. On or about August 11, 2011, the Bureau received an "Application for Renewal of
8 Approval to Operate and Offer Educational Programs for Non-Accredited Institutions"
9 (Application Number 23852) from Respondent.

10 25. On May 30, 2012, the Bureau advised Respondent of the deficiencies in the
11 application, including but not limited to deficiencies in the enrollment agreement and the school
12 catalog. On June 27, 2012, the Bureau received Respondent's response to the letter of
13 deficiencies with corrections to the enrollment agreement and school catalog.

14 26. On September 21, 2012, the Bureau notified Respondent that Application number
15 23852 was denied and set forth deficiencies in the enrollment agreement, catalog and financial
16 statements submitted.

17 27. On October 1, 2012, Respondent requested reconsideration of the denial of her
18 application and on October 2, 2012, Respondent appealed the denial of the application and
19 requested a hearing.

20 28. On November 21, 2012, the Bureau advised Respondent that it would place the denial
21 letter "On Hold" until December 3, 2012, to allow Respondent to submit a corrected enrollment
22 agreement and catalog. The Bureau further advised Respondent that if these deficiencies were
23 cured, a provisional approval to operate for six months may be granted to give Respondent time
24 to meet the required current liabilities to current asset ratio of 1:1.25.

25 29. On November 26, 2012, Respondent submitted a revised enrollment agreement and
26 catalog. On November 30, 2012, the Bureau advised Respondent that errors in the enrollment
27 agreement and catalog remained. Errors in the Performance Fact Sheet were also noted.

28 30. On December 7, 2012, Respondent submitted revisions to the enrollment agreement
and catalog. On December 11, 2012, the Bureau advised Respondent that a provisional approval

1 to operate could not be granted because the enrollment agreement and catalog did not comply
2 with the statutory and regulatory requirements.

3 31. On December 14, 2012 and January 16, 2013, Respondent submitted additional
4 revisions to the enrollment agreement and catalog. On February 20, 2013, the Bureau advised
5 Respondent of deficiencies in the enrollment agreement and catalog that had not been cured.

6 32. On February 21, 2013, Respondent submitted a revised catalog. On May 3, 2013,
7 Respondent submitted a revised enrollment agreement. The catalog and enrollment agreement
8 continued to have deficiencies and did not comply with the Bureau's statutory and regulatory
9 requirements.

10 **FIRST CAUSE FOR DENIAL**

11 **(Misleading and/or Untrue Information in Documents Required By the Bureau)**

12 33. Respondent's application is subject to denial under title 5, CCR, sections 71100 and
13 71400.5(a) and Education Code sections 94909(a)(8)(B) and 94897(j)(3), in that Respondent
14 made untrue or misleading statements in the school catalog and enrollment agreement as follows:

15 a. Under the section entitled "Withdrawal from Classes for Program Students," the
16 school catalog states, "If the student chooses to withdraw after attending the second day of class
17 or later, the student will be charged a \$100 non-refundable application fee (included as part of
18 tuition costs when they enroll)." This language is misleading in that it implies that a refund of the
19 application fee is available under other circumstances.

20 b. Under the "Right to Refunds" policy under the section entitled "Our Policies
21 Regarding Student Rights," the school catalog stated "Students have a right to a refund if they
22 submit [sic] Notice of Cancellation in writing at the Chancellor's Office prior to completing an
23 individual class ... or completing less than 60% of a Program." This language is misleading
24 because the scenario described is indicative of a withdrawal, not a cancellation.

25 c. The Student Tuition Recovery Fee ("STRF") of \$4.50 as set forth in the school's
26 enrollment agreement is inaccurate for students who take individual courses and not the entire
27 program pursuant to CCR 76120.

28

1 d. The school's enrollment agreement erroneously stated that the Student Tuition
2 Recovery Fee is not refundable after the second day of class when this fee is a nonrefundable fee
3 pursuant to CCR 76120.

4 **SECOND CAUSE FOR DENIAL**

5 **(Failure to Include Required Language in Enrollment Agreement)**

6 34. Respondent's application is subject to denial under title 5, CCR, sections 71100 and
7 Code section 94887 in that the school's enrollment agreement submitted with Respondent's
8 application fails to comply with the Bureau's statues and regulations as follows:

9 a. The school's enrollment agreement failed to include the name and address of the
10 institution and the addresses where instruction will be provided as required by CCR section
11 71800(a).

12 b. The school's enrollment agreement failed to include the period covered by the
13 enrollment agreement as required by CCR section 71800(b).

14 c. The school's enrollment agreement failed to include the date by which the student
15 must exercise his or her right to cancel or withdraw, and the school's refund policy as required by
16 CCR section 71800(d).

17 d. The school's enrollment agreement failed to itemize all of the institutional charges
18 and fees, including the "certified student fee," and fees for lab supplies or kits; textbooks or other
19 learning media; uniforms or other protective clothing; in-resident housing; tutoring; assessment
20 fees for transfer of credits as required by CCR section 71800(e).

21 e. The school's enrollment agreement failed to state whether there are charges to an
22 entity other than the institution, which are specifically required for participation in the education
23 program, as required by CCR section 71800(f).

24 f. The school's enrollment agreement failed to clearly state that the Student Tuition
25 Recovery Fee is a nonrefundable charge, as required by Code section 94911(b).

26 g. The school's enrollment agreement failed to state in underlined capital letters on the
27 same page of the enrollment agreement in which the student's signature is required, the total
28 charges for the current period of attendance, the estimated total charges for the entire educational

1 program, and the total charges the student is obligated to pay upon enrollment, as required by
2 Code section 94911(c).

3 h. The school's enrollment agreement failed to state that if the student is eligible for a
4 loan guaranteed by the federal or state government and the student defaults on the loan, the
5 student may not be eligible for any other federal student financial aid at another institution or
6 other government assistance until the loan is repaid, as required by Code section 94911(g)(2).

7 i. The school's enrollment agreement did not contain the transferability disclosure
8 required by Code sections 94911(h) and 94909(a)(15).

9 j. The school's enrollment agreement failed to contain the required language regarding
10 a school catalog or brochure and School Performance Fact Sheet with a line for the student to
11 initial as required by Code section 94909(i).

12 k. The school's enrollment agreement failed to disclose that an institution offering a
13 distance educational program where the instruction is not offered in real time shall transmit the
14 first lesson and any materials to any student within seven days after the institution accepts the
15 student for admission as required by CCR section 71716(a).

16 l. The school's enrollment agreement failed to disclose that for institutions offering a
17 distance educational program where the instruction is not offered in real time, the student shall
18 have the right to cancel the agreement and receive a full refund pursuant to section 71750 before
19 the first lesson and materials are received; that cancellation is effective on the date written notice
20 of cancellation is sent; that the institution shall make the refund pursuant to section 71750; and,
21 that if the institution sent the first lesson and materials before an effective cancellation notice was
22 received, the institution shall make a refund within 45 days after the student's return of the
23 materials. This language is required by CCR section 71716(b).

24 m. The school's enrollment agreement failed to disclose that, for institutions offering a
25 distance educational program where the instruction is not offered in real time, an institution shall
26 transmit all of the lessons and other materials to the student if the student: (A) has fully paid for
27 the educational program; and (B) after having received the first lesson and initial materials,
28 requests in writing that all of the material be sent. The enrollment also failed to disclose that if an

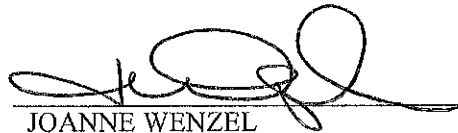
1 institution transmits the balance of the material as the student requests, the institution shall remain
2 obligated to provide the other educational services it agreed to provide, such as responses to
3 student inquiries, student and faculty interaction, and evaluation and comment on lessons
4 submitted by the student, but shall not be obligated to pay any refund after all of the lessons and
5 material are transmitted. This language is required by CCR section 71716(c).

6 **PRAYER**

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

- 10 1. Denying the application of Ariel F. Hubbard for a Renewal of Approval to Operate
11 and Offer Educational Programs for Non-Accredited Institutions; and,
12 2. Taking such other and further action as deemed necessary and proper.

13
14 DATED: 6/16/14



15 JOANNE WENZEL
16 Chief
17 Bureau for Private Postsecondary Education
18 Department of Consumer Affairs
19 State of California
20 *Complainant*

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