

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

JENNIFER WRIGHT, KELLI CALLAHAN,)
JANET HARRISON, PETE HOLUBZ and)
KELLY GARDINER,)

Plaintiffs,)

v.)

WALDEN UNIVERSITY, LLC and)
LAUREATE INTERNATIONAL UNIVERSITIES)
D/B/A LAUREATE EDUCATION INC.,)

Defendants.)
_____)

Case No.: _____

Judge: _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT FOR DAMAGES

Plaintiffs Jennifer Wright (“Wright”), Kelli Callahan (“Callahan”), Janet Harrison (“Harrison”), Pete Holubz (“Holubz”) and Kelly Gardiner (“Gardiner”) (together, “Plaintiffs”), by and through their undersigned counsel, bring this Class Action Complaint (“Complaint”) on behalf of themselves and all others similarly situated against Defendant Walden University, LLC (“Walden”) and Laureate International Universities d/b/a Laureate Education Inc. (“Laureate”).

1. This action seeks redress for Plaintiffs and thousands of similarly situated doctoral students who were harmed by 1) Walden’s false representations and omissions, and 2) its dissertation process (“the Walden Dissertation Process”)—a process intended to ensure that it would be difficult, if not impossible, for students to timely complete, or complete at all, their doctoral programs. In turn, Defendants’ false representations and omissions and Walden’s unfairly drawn-out dissertation process ensured that Walden and Laureate continued to receive

tuition and fee payments from doctoral students for an extended period well beyond the completion dates promised to Plaintiffs and other similarly situated doctoral students.

2. The bait was displayed when Walden's marketing materials, recruiters and admissions' officers misled its prospective and new students by promising that their mostly student-loan financed doctoral degrees would cost less and take a shorter time to complete than its doctoral programs were designed to take. For example, students seeking a PhD in Psychology were told it would take "three to four years" with an overall cost of \$55,000 - \$65,000 to complete the general psychology program. Ex. 1, T. Westenskow and K. Callahan Email Exchange (Aug. 18-20, 2008). However, later-released Walden/Laureate documents confirm the same psychology program was "designed" to take six years. Ex. 2, PhD Psych. Program Data, Laureate (March 6, 2015). Further, students seeking a Doctors of Business Administration ("DBA") were told it would take as little as 96 total weeks to obtain their degree. Ex. 3, Walden DBA Program Flowchart. Walden/Laureate, however, later admitted the DBA program was "designed" to take much longer: 50 months. Ex. 4, DBA Program Data (Apr. 14, 2016 data). Other programs such as the Doctor of Education (EdD) and the Doctor of Philosophy in Management ("PhD in Management") were commonly promised three years to completion, though the courses again were "designed" to, and did, take longer (52 months for the EdD program, though only 23% of students that graduated did so in that time frame, and 66 months for the PhD in Management program, though only 33% who graduated did so in that time frame). Ex. 5, EdD Program Data (April 15, 2016 data); Ex. 6, Management PhD Program Data (March 10, 2015).

3. Walden's marketing materials, recruiters and student handbooks also reassured prospective students that after their doctoral course work was completed, the dissertation process (the final hurdle to achieving a doctoral degree) would take as little as 13 or 18

months, or would only require five dissertation level courses. See, e.g., Ex. 3; Ex. 7, F. Turner Group Email (July 5, 2010); Ex. 8, DBA Residency Presentation at slides 7, 8 and 10 (Nov. 8, 2011).

4. The bait was taken once the doctoral students were committed, having paid significant money for the necessary pre-dissertation classes and course work. This is when the problems began. Instead of the promised 13 or 18-month dissertation period (or five dissertation level classes), the Walden Dissertation Process created an endless routine of hurdles and tuition payments. Students who believed they were getting ever closer to obtaining their doctoral degree were in fact stuck with decreasing resources, high faculty turnover, disorganization, a lack of oversight, poorly trained instructors, and little to no constructive feedback (or if feedback was given, inconsistent feedback), all of which increased the length of the doctoral students' enrollments at Walden. Frustrated, doctoral students now realized that contrary to Walden's promises, they did not have control over the time it would take to complete their dissertation; they were at the mercy of the Walden Dissertation Process.

5. While students reasonably believed they were taking the necessary steps to obtain their doctoral degrees, quarters stretched into years of continuing tuition payments. Walden's promises of an affordable education became \$100,000-\$400,000 of crushing debt, while the dissertation process dragged on for years.

6. Finally, most students' debt would grow so large, they would have no choice but to un-enroll so they could stop accumulating more debt and dedicate themselves full time to paying back their enormous student loans, without degrees to show for their work.

7. Though Walden and Laureate were aware that their programs were designed to last longer than what was promised, this information was withheld from Plaintiffs and other Walden doctoral students prior to their enrollment and while they were enrolled.

8. The Walden Dissertation Process ensnared thousands of students in addition to Plaintiffs. For 2014-2015, Walden allegedly awarded 462 doctoral degrees in the winter of 2014, 545 doctoral degrees in the summer of 2014, 558 doctoral degrees in the winter of 2015 and 457 doctoral degrees in the summer of 2015.¹ Upon information and belief, over 12,500 doctoral students are enrolled in Walden at any given time; however, less than 10% of that doctoral population would (or will) graduate in any given year.²

9. Universities exist to educate and grant degrees. With a, upon information and belief, less than 10% completion rate for the doctoral population, Walden does not act like a university (for-profit or otherwise). Rather, Walden acts like a for-profit corporation.

10. As a for-profit corporation, Walden, and its parent Laureate, created this process to receive ever-increasing amounts of money in the form of tuition payments and fees. The longer a student pursued a degree, the more tuition payments and fees that student would pay. Further,

¹ This data was collected from Walden commencement programs available online at: http://www.mywaldenalumni.com/s/1277/images/editor_documents/2014_events/laur337_nr-commencement_program_book_winter_2014_final_2.pdf, http://www.mywaldenalumni.com/s/1277/images/editor_documents/2014/laur6485_nr-commencement_program_book_summer_2014_web.pdf, http://www.mywaldenalumni.com/s/1277/images/editor_documents/commencement_s12/2015/commencement_program_winter_2015_final.pdf and http://www.mywaldenalumni.com/s/1277/images/editor_documents/s15_commencement_program.pdf.

² The 10% was conservatively calculated from the following information. In 2013, Walden allegedly had 51,016 students. Data available from: <https://nces.ed.gov/fastfacts/display.asp?id=74>. In 2016, Walden allegedly had 52,600 students. Data from <https://www.waldenu.edu/about/who-we-are/students>. Given Walden had 51,016 and 52,600 students for the years flanking 2014 and 2015, it is safe to conservatively estimate Walden had over 50,000 total students in 2014 and 2015. As described in Paragraph 35 below, about 25% of the student population is believed to be doctoral students. Therefore, it's a safe assumption that at least 12,500 students were enrolled in doctoral programs at Walden during 2014 and during 2015. In 2014, 1007 doctoral students graduated. In 2015, 1015 doctoral students graduated. Therefore, for both years only 8.1% of the total population of doctoral students in 2014 and 2015 (respectively) received doctoral degrees.

having already paid tens of thousands of dollars to get “half way” through their program (*i.e.*, completing the classroom work prior to starting the dissertation process), most students would understandably be compelled to continue pursuing their degree despite Walden’s hurdles, feeling they could successfully complete the Walden Dissertation Process if they just keep working.

11. It was nearly a perfect plan. Given that the Walden doctoral program was mostly online, students were isolated from their peers, unable to see whether others faced the same challenges. Instead, the students would assume it was just them, and continue a fight they could not win.

12. The Walden Dissertation Process was intended to (and did) generate substantial additional revenue for Walden and Laureate by way of additional tuition and fees. The practice resulted in Plaintiffs and the members of the Class and Subclasses (defined below) paying substantially more for Walden’s doctoral educational services than promised (or reasonably anticipated by the students) and, upon information and belief, failing to graduate when they were told they would (if at all).

13. The Walden Dissertation Process caused substantial damage to Plaintiffs and the members of the Class and Subclasses. If Walden had not misrepresented or withheld the number of students that completed its doctoral programs (upon information and belief, less than 10% of the doctoral student population in any given year), *no one* would have attended Walden or made any tuition and fee payments.

14. Further, had Walden not misrepresented the timelines, costs and realities of its doctoral program and dissertation process, Plaintiffs and the members of the Class and Subclasses would not have paid for the doctoral educational services offered by Walden.

15. Instead, they relied upon Walden’s misrepresentations and omissions, and are now saddled with crippling debt, and most times, no doctoral degree.

16. Recently, Walden's doctoral programs came under government scrutiny. In October 2016, the Minnesota Office of Higher Education ("MOHE") launched a review of Walden's doctoral programs. As Sandy Connolly of MOHE told NBC News, "We have seen an increased number of complaints related to dissertations at Walden University." Ex. 9, Walden NBC News Article (Oct. 6, 2016). Elizabeth Talbot, manager of Institutional Legislation and Licensing at MOHE told NBC News that the agency was conducting "a qualitative and a quantitative analysis" of student complaints and comparing it to Walden's marketing materials. *Id.* "Is it a policy issue, a culture issue or is it something more nefarious? And we don't know until we complete the program review." *Id.*

17. Plaintiffs are now hopeful that they can get justice for their and the Class's claims in court, while Minnesota conducts its investigation to hopefully put an end to the Walden Dissertation Process.

THE PARTIES

18. Plaintiff Jennifer Wright is, and has been at all relevant times, a resident and citizen of the state of California, who attended Walden as an EdD student continuously from 2009 until late 2015.

19. Plaintiff Kelli Callahan is, and has been at all relevant times, a resident and citizen of the state of Washington, who attended Walden as a psychology doctoral student from 2009 until today, only taking two semesters off.

20. Plaintiff Janet Harrison is, and has been at all relevant times, a resident and citizen of the state of Georgia, who attended Walden as a DBA student in a “Self Design” concentration from 2008 until today.

21. Plaintiff Pete Holubz is, and has been at all relevant times, a resident and citizen of the state of Georgia, who attended Walden as a DBA student from 2010 until today.

22. Plaintiff Kelly Gardiner is, and has been at all relevant times, a resident and citizen of the state of Michigan, who attended Walden as a PhD in Public Health student from 2006 until August 2016 taking only two semesters off due to deaths in the family.

23. Defendant Walden is a limited liability company organized under the laws of the State of Florida with its headquarters in Minnesota and its principal place of business in Baltimore, Maryland. Upon information and belief, Walden is a wholly-owned subsidiary of Laureate Education, Inc.

24. Upon information and belief, Defendant Laureate is a corporation organized under the laws of the State of Delaware with its principal place of business in Baltimore, Maryland. Laureate is a parent of Walden.

JURISDICTION AND VENUE

25. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs, and this is a class action in which certain members of the Class and Defendant are citizens of different states.

26. This Court has personal jurisdiction over Walden because it conducts significant business in Minnesota, including upon information and belief interacting directly with Plaintiffs online from Minnesota (*e.g.*, providing an interactive portal through which students “attend” Walden),

as well as other members of the class. Walden is also currently under investigation by the state of Minnesota for the very same doctoral dissertation practices at issue in this action.

27. This Court has personal jurisdiction over Laureate because it conducts significant business in Minnesota, including receiving profits from tuition paid by Plaintiffs and other members of the Class that reside in Minnesota.

28. Venue is proper in the United States District Court for the District of Minnesota, pursuant to 28 U.S.C. § 1391, because Walden engaged and engages in substantial business throughout this district, and many of the acts complained of herein took place within this district.

WALDEN, ITS GROWTH AND ITS FUNDING

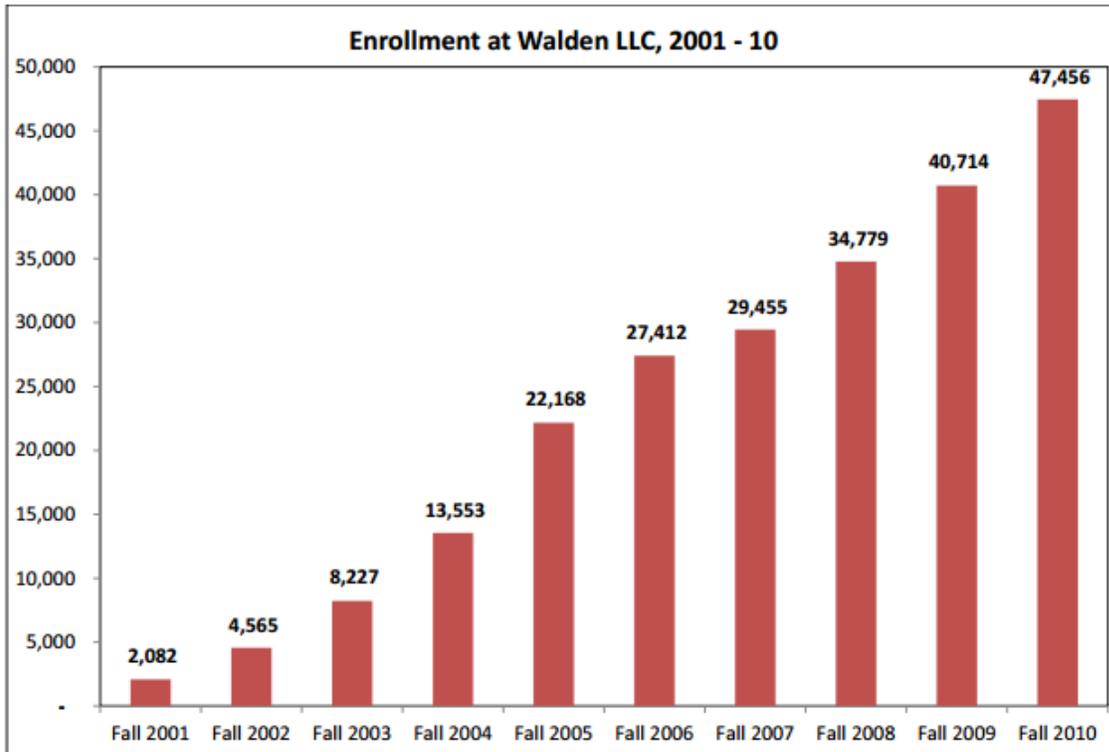
29. Walden is a for-profit, online university.

30. Founded in 1970, Walden originated as an institution that allowed working adults to obtain graduate level degrees in school administration. Walden currently offers bachelor's, master's and doctoral degrees to online students.

31. Walden offers a number of online, doctorate level degrees: Doctor of Business Administration (DBA), PhD in Management, PhD in Counselor Education and Supervision, PhD in Criminal Justice, Doctor of Education (EdD), PhD in Education, Education Specialist (EdS), Doctor of Nursing Practice (DNP), PhD in Nursing, Doctor of Public Health (DrPH), PhD in Public Health, Doctor of Healthcare Administration (DHA), PhD in Health Education and Promotion, PhD in Health Services, Doctor of Information Technology, PhD in Public Policy and Administration, PhD in Psychology, PhD in Industrial and Organizational Psychology, PhD in Human and Social Services, Doctor of Social Work and PhD in Social Work.

32. Given the number of degrees offered, and (as described below) the large sums spent on marketing, enrollment at Walden has increased significantly over the last 15 years. In 2001,

Walden had an enrollment of 2,082 students. Through the next nine years, enrollment increased over 2000%.



Ex. 10, 2010 Senate For Profit Report, section on Walden at p. 707.

33. In 2016, Walden’s enrollment grew to allegedly 52,600 students.³

34. Not surprisingly, the increased enrollment has led to a similar trajectory for Walden’s revenue. In 2006, Walden had revenue of approximately \$190,700,000. In 2009, Walden’s revenue had nearly doubled to approximately \$377,000,000. With allegedly 52,600 current students, Walden’s 2016 revenue likely will exceed \$400,000,000.

35. Most of Walden’s revenue is derived from federally funded student loans. In 2010, 78.8% (\$348,000,000) of Walden’s revenue was derived from federal funds.

³ Data from <https://www.waldenu.edu/about/who-we-are/students>.

36. As a for-profit college, Walden devotes substantial portions of revenue to both marketing and profit. As of 2009, Walden spent approximately 26.8% of its revenue (\$101,000,000) on marketing and recruitment of new students. Likewise, in 2009, Walden allocated approximately 26.8% of its revenue (\$101,000,000) to profit. The amount that Walden spends on marketing and recruitment, as well as amounts allocated to profit, is higher than average for other for-profit colleges.

37. In just three years between 2006 and 2009, the profit generated by Walden increased from \$33,000,000 to \$101,000,000.

38. In 2009, Walden spent only \$1,574 per student on instruction compared to \$2,230 per student on marketing. Even more striking, Walden realized \$1,915 in profits per student. By way of comparison, the University of Minnesota spent \$13,247 per student on instruction during the same period.

39. Walden's maximization of its profits and marketing at the expense of student instruction is one of the factors that allows the Walden Dissertation Process to occur. In other words, by failing to use more of its doctoral students' tuition to create the infrastructure necessary to support a proper dissertation process (and instead channeling that tuition to profits and to bringing in more doctoral students), Walden has chosen to create a dissertation process that lacks oversight and the resources necessary to allow timely completion.

40. Walden students carry some of the highest student loan debts in the country. A 2015 Brookings Institution study found that by 2014, students had accumulated \$6.1 billion in debt while at Walden. This was the fifth largest amount of debt out of the more than 3,000 schools in the report.

41. Further, a 2015 study by the Center for American Progress found that Walden students received the most federal graduate loans in the 2013-2014 academic year, with over \$756 million.

42. Walden doctoral students (like all students) are required to pay back their student loan debt regardless as to whether they receive the degree they sought or not.

43. According to the Senate’s 2012 investigation of For Profit Colleges, in the 2008-2009 timeframe, 5,325 doctoral students enrolled at Walden.⁴

Status of Students Enrolled in Walden E-Learning LLC in 2008-9, as of 2010						
Degree Level	Enrollment	Percent Completed	Percent Still Enrolled	Percent Withdrawn	Number Withdrawn	Median Days
Bachelor’s Degree	3,230	1.4%	47.3%	51.4%	1,659	91
Masters	11,770	14.4%	57.5%	28.1%	3,309	173
Doctoral	5,325	.6%	59.8%	39.6%	2,108	174
All Students	20,325	8.7%	56.5%	34.8%	7,076	154

Ex. 10, Senate Report on For-Profit Universities, Walden at 714. From this data, it appears 25% of Walden’s student population are doctoral students. With an enrollment of 52,600 in 2016, if the 25% doctoral student statistic still holds true, it would mean that approximately 13,150 of those students are doctoral students.

44. Since, upon information and belief, less than 10% of Walden’s doctoral student population receives a doctoral degree each year, an exceeding large number do not receive a degree, despite paying large sums for tuition.

LAUREATE

45. Laureate is not simply the parent company of Walden, upon information and belief, it also exerts an undue amount of control over Walden’s activities.

⁴ Although unclear from the 2012 Senate Report, it appears this information corresponds to students who enrolled in 2008 and 2009; it was not the entire student population. Therefore, 5,325 doctoral students were added during that time frame. If, however, 5,325 students were the total doctoral student population for 2008 and 2009, then the 0.6% “percent completed” statistic is appalling.

46. This can be seen from web pages owned and operated by Laureate which display information about the inner workings of Walden. See, e.g., Ex. 2 and 4-6. Such data was only recently made publicly available, allegedly for prospective Walden students considering whether to attend Walden. These web pages, however, are under a Laureate domain (e.g., <http://programdata.laureate.net/walden/>), not a www.walden.com domain. Importantly, these Laureate webpages describe how the Walden Dissertation Process was created and implemented for Walden's doctoral programs, and how it ensnared Walden students.

WALDEN'S NEVER-ENDING PHD PROGRAM

47. Through recruiting and marketing, Walden promises that obtaining a doctoral degree from Walden is not only feasible, it is inexpensive and relatively quick.

48. Upon information and belief, prior to 2012, Walden did not publicly provide meaningful data regarding graduation rates of its various doctoral programs. It appears that only after a Senate investigation into For Profit Schools (of which Walden was one of many such schools targeted), it began providing such information in 2012.

Walden Designed its DBA Program to Take 50 Months But Promised A Shorter Timeframe

49. Focusing first on the DBA program, the first available webpage about Walden graduation rates, time frames and potential costs is from December 2012. Ex. 11, DBA Program Data (Dec. 23, 2012). While not providing much data regarding graduation rates, Walden did state it "had fewer than 10 graduates" between July 1, 2010 and June 30, 2011. Walden stated its tuition and fees cost was \$61,850 with \$0 for books and supplies.

Program Completion—This program had fewer than 10 graduates during July 1, 2010, to June 30, 2011. As a result, Walden does not disclose this information in order to protect students’ privacy per U.S. Department of Education guidelines.

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$61,850
Books and Supplies	\$0
Room and Board	Not applicable

View cost per credit in the [Tuition and Fees](#) section.

Id.

50. About five months later, on or about May 17, 2013, Walden updated this webpage to state its “On-time completion rate” was 97.1% with a \$7,000 decrease in average tuition costs to \$54,530 and books and supplies costs of \$0.

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

The program completion time may vary depending on transfer of credit and the pace at which a student chooses to complete the program. Because many of the students in this program are working adults and need to balance personal and professional commitments, our academic advisors can help establish an appropriate program of study that enables each student to complete this program in a time frame that works best for him or her.

Rate	Percentage
On-time completion rate	97.1%

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$54,530
Books and Supplies	\$0

Ex. 12, DBA Program Data (May 17, 2013).

51. The 97.1% completion rate was represented as arising from the following metric:

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

Id.

52. Upon information and belief, the 97.1% “On-time completion rate” and “Tuition and fees” amount that Walden provided on this page was false.⁵

53. Upon information and belief, Walden provided the 97.1% “On-time completion rate” and “Tuition and fees” amount to mislead students into enrolling into its DBA program.⁶

54. For this webpage, Walden did not define “normal completion time.” However, the next sentence on the page represented that “program completion time may vary” depending on various factors. One of the two specific variables identified by Walden was the “... pace at which **a student chooses** to complete the program.” *Id.* (emphasis added). To further reinforce the illusion that its students would have control over the length of time the program took them to complete, Walden also represented that the student can “complete this program in a time frame that works best for him or her.” *Id.*

55. Upon information and belief, the statements that doctoral students can choose a) the pace at which they can complete the DBA program and/or b) the time frame that works best for them to complete their degree were false.

⁵ This identical phrase appears on many, if not all, of the contemporaneous Program Data webpages for the doctoral programs offered by Walden, and is believed to be false on all such pages.

⁶ As this identical phrase appears on many, if not all, of the contemporaneous Program Data webpages for other doctoral programs offered by Walden, it is believed Walden provided it to mislead prospective students into enrolling in their various doctoral programs.

56. Upon information and belief, Walden provided the “... pace at which a student chooses to complete the program” and “complete this program in a time frame that works best for him or her” statements to mislead students to enrolling in its DBA program.⁷

57. In 2016, the webpage format for this page changed, as did its location. Ex. 4, DBA Program Data (Apr. 14, 2016 data). Instead of being found on a Walden website, it had been moved to Laureate’s website.⁸

58. This Laureate webpage also provided additional information about the Walden DBA program. This new information showed the prior representations made by Walden in the previous two versions of this webpage were false.

59. For the first time, Walden/Laureate admitted the DBA program was “designed to take 50 months.”

Walden University
Doctor of Business Admin
 Program Level - Doctoral degree
 Program Length - 50 months

COST

Q. How much will this program cost me?*

A. Tuition and fees: \$75,931
 Books and supplies: \$0
 On-campus room & board: *not offered*

.....

What other costs are there for this program?

For further program cost information [click here.](#)

* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

SUCCESS

Q. How long will it take me to complete this program?

A. The program is designed to take 50 months to complete. Of those that completed the program in 2014-2015, 52% finished in 50 months.

Q. What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program is *%.

.....

* This institution is not currently required to calculate a job placement rate for program completers.

⁷ As these identical phrases appear on many, if not all, of the contemporaneous Program Data webpages for other doctoral programs offered by Walden, it is believed Walden provided them to mislead prospective students into enrolling in their various doctoral programs.

⁸ Although hyperlinked through Walden’s website, the actual link to which this data resided (as well as for all of Walden’s doctoral programs) can be found only on a Laureate webpage at: <http://programdata.laureate.net/walden/doctor-of-business-administration.html> (emphasis added).

Id. Despite the program being designed to take “50 months,” Walden still used its prior undefined “normal time to completion” timeframe (whatever that was) when it calculated the “Tuition and fees” “for the entire program” – representing that a student that took “the normal time to completion” (*i.e.*, apparently 50 months) would pay \$75,931.

60. Further, Laureate admitted on its webpage that only 52% of students that graduated with a DBA completed the 50-month designed program within that time frame. *Id.* The remaining 48% of graduates took longer. *Id.*

61. The misrepresentations don’t stop there. While admitting on the Laureate webpage that Walden’s DBA program was “designed” to take 50 months, Walden’s contemporaneously offered tuition and fees page calculated a time to graduation of 10 semesters, or 3 years, 4 months.⁹

Curriculum Component	Requirements	Cost	Total*
Tuition	60 total semester credit hours	\$950 per semester hour	\$57,000
Residency Fee	Two residencies	\$1,275 each through 12/31/15 \$1,320 each beginning 1/1/16 (travel, lodging, and other expenses are additional)	\$2,640
Technology Fee	Per semester	\$165	\$1,650
Total			\$61,290
<i>Transfer up to 30 credits</i>			<i>\$29,325</i>
Total With Transfer Credits†			\$31,965

⁹ Walden includes a “Technology Fee” of \$165 a semester and estimates it will take \$1,650 of such fees until graduation (hence 10 semesters...\$165 * 10 = \$1,650). Walden also has three semesters in a year: fall, spring and summer. <http://academicguides.waldenu.edu/academicadvising/faqs/academiccalendar>. Therefore, its calculation includes a time frame of 3 1/3 years.

Ex. 13, DBA Tuition and Fees (May 4, 2016). Walden's tuition calculation omitted the additional 1 year, 4 months of the 50 month "designed" time¹⁰ to provide prospective students a lower cost.

62. It's not unreasonable to assume that if Walden designed the course to take 50 months, then 50 months should be the "minimum time to completion." Despite this, Walden represented the DBA program as lasting a much shorter time period, as well as utilizing false and misleading tuition and fees calculation based on three years for the "minimum time to completion" calculation. Walden provided this false information to mislead prospective students into enrolling in its DBA program.¹¹

63. Further, the tuition estimates on both the Laureate and Walden webpages (despite both being from April 2016) are inconsistent. On the tuition and fees page, Walden estimates it will cost \$61,290, but the Laureate page states it will cost \$75,931. Regardless, upon information and belief, both amounts are lower than the course design, and are therefore false and misleading.

64. Further, and as discussed in greater detail below, Walden made specific promises to students that its DBA program would last 96 total weeks and/or would require only five dissertation level classes. See, e.g. Ex. 3, Walden DBA Flowchart (96 weeks; five dissertation classes in 40 weeks); Ex. 8, Residency Presentation at slides 7, 8 and 10 (five dissertation classes); Ex. 7, F. Turner group email (five dissertation classes); Ex. 14, The Journey (five dissertation classes in 40 weeks). In view of the 50 month "design" time, the 96-week/five-dissertation-level-class representations were false.

¹⁰ The Laureate "designed" time webpage is dated from April 14, 2016 (and is only "updated once annually"), showing it is concurrent with the Walden tuition and fees page.

¹¹ As these identical phrases appear on many, if not all, of the contemporaneous Program Data webpages for other doctoral programs offered by Walden, it is believed Walden provided them to mislead prospective students into enrolling in their various doctoral programs.

65. What should not be lost is that the above statistics such as the “normal time to completion” and estimated tuition are allegedly calculated from students that graduated. The clear majority of Walden doctoral students do not graduate, yet still paid for tuition fees and costs, and are still burdened by student loan debt.

Walden Designed its PhD in Psychology Program to Take 72 Months But Promised A Shorter Timeframe

66. Turning to Walden’s PhD in Psychology program, the first available webpage about Walden graduation rates, time frames and potential costs is from December 2012. Ex. 15, Psych PhD Program Data (Dec, 22, 2012). While not providing much data regarding graduation rates, Walden did state it had an “On-time completion rate” of 58.3% between July 1, 2010 and June 30, 2011, with tuition and fees cost of \$73,040-102,270 and \$3,600-5,500 for books and supplies.

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2010, and June 30, 2011, who completed this program in the normal completion time.

The program completion time may vary depending on transfer of credit and the pace at which a student chooses to complete the program. Because many of the students in this program are working adults and need to balance personal and professional commitments, our academic advisors can help establish an appropriate program of study that enables each student to complete this program in a time frame that works best for him or her.

Rate	Percentage
On-time completion rate	58.3%

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$73,040-102,270
Books and Supplies	\$3,600-5,500
Room and Board	Not applicable

Id.

67. The 58.3% completion rate was represented as arising from the following metric:

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

Id.

68. Upon information and belief, the 58.3% “On-time completion rate” and “Tuition and fees” amount that Walden provided on this page were false.

69. Upon information and belief, Walden provided the 58.3% “On-time completion rate” and “Tuition and fees” amount to mislead students into enrolling into its Psychology PhD program.

70. For this webpage, and identical to the DBA program webpage (as well as all other doctoral degree pages), Walden did not define “normal completion time.” However, the next sentence on the page represented that “program completion time may vary” depending on various factors. One of the two specific variables identified by Walden was the “... pace at which **a student chooses** to complete the program.” *Id.* (emphasis added). To further reinforce the illusion that its students would have control over the length of time the program took them to complete, Walden also represented that the student can “complete this program in a time frame that works best for him or her.”

71. Upon information and belief, the statements that doctoral students can choose a) the pace at which they can complete the PhD in Psychology program and/or b) the time frame that works best for them to complete their degree were false.

72. Upon information and belief, Walden provided the “... pace at which a student chooses to complete the program” and “complete this program in a time frame that works best for him or her” statements to mislead students to enrolling in its PhD in Psychology program.

73. About seven months later, on or about July 13, 2013, Walden updated this webpage to state its “On-time completion rate” was a range from 49.3-72.9% with tuition costs of \$71,510-100,655 and books and supplies costs of \$3,816 to 5,830.

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

The program completion time may vary depending on transfer of credit and the pace at which a student chooses to complete the program. Because many of the students in this program are working adults and need to balance personal and professional commitments, our academic advisors can help establish an appropriate program of study that enables each student to complete this program in a time frame that works best for him or her.

Rate	Percentage
On-time completion rate	49.3-72.9%

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$71,510-100,655
Books and Supplies	\$3,816-5,830

Ex. 16, Psych PhD Program Data (July 13, 2013).

74. The 49.3-72.9% completion rate was represented as arising from the following metric:

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

Id.

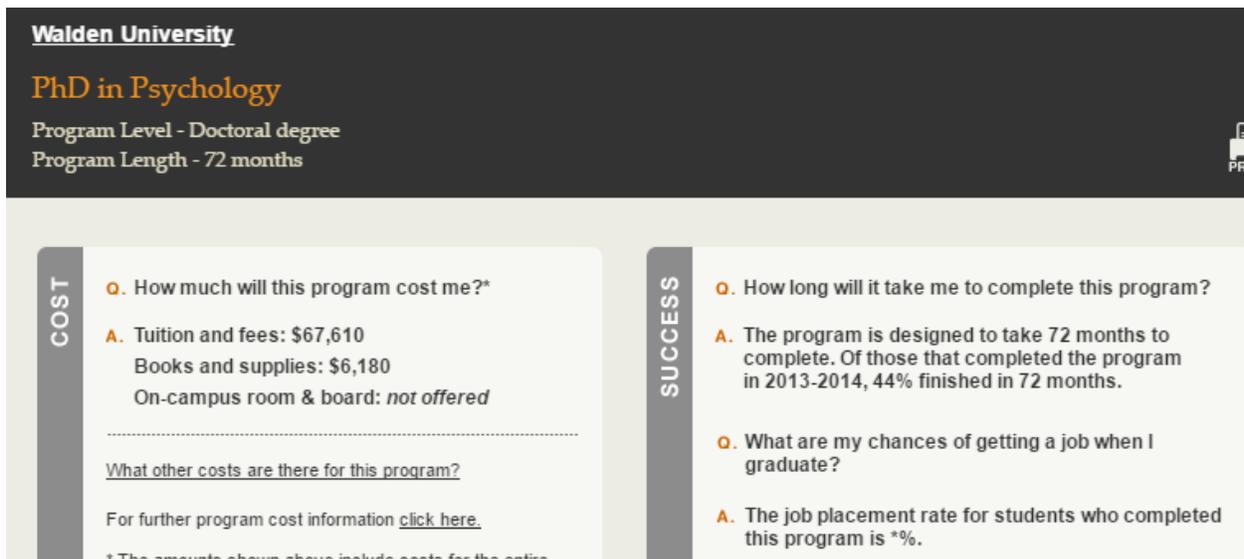
75. Besides not making sense, upon information and belief, the 49.3-72.9% “On-time completion rate” and “Tuition and fees” amount that Walden provided on this page was false.

76. Upon information and belief, Walden provided the 49.3-72.9% “On-time completion rate” and “Tuition and fees” amount to mislead students into enrolling into its PhD in Psychology program.

77. In 2014-2015, the webpage format for this page changed, as did its location. Ex. 2, PhD Psych. Program Data, Laureate (Jan. 2015 data). Instead of being found on a Walden website, it had been moved to Laureate’s website.¹²

78. The Laureate website also provided additional information about the Walden PhD in Psychology. This new information showed the prior representations made by Walden in the previous two versions of this webpage were false.

79. For the first time, Walden/Laureate admitted the PhD in Psychology program was “designed to take 72 months.”



Id. Despite the program being designed to allegedly take “72 months,” Walden still used its prior undefined “normal time to completion” timeframe (whatever that was) when it calculated the “Tuition and fees” “for the entire program” – representing that a student that took “the normal time to completion” (*i.e.*, apparently 72 months) would pay \$67,610...a \$10,000-\$40,000 drop in price despite taking six years. Upon information and belief, these amounts were false.

¹² Although hyperlinked through Walden’s website, the actual link to which this data resided (as well as for all of Walden’s doctoral programs) can be found only on a Laureate webpage at: <http://programdata.laureate.net/walden/phd-in-psychology.html> (emphasis added).

80. Upon information and belief, had the “normal time to completion” been calculated from the “designed” 72-month time, tuition would have exceeded \$150,000

81. Further, only 44% of students that graduated with a PhD in Psychology completed the 72-month designed program within that time frame. *Id.* The remaining 56% of students *that graduated* took longer. *Id.*

82. It’s not unreasonable to assume that if Walden designed the course to take 72 months, then 72 months should be the “minimum time to completion.” It’s clear, however, that from previous calculations, Walden utilized a still undefined and likely false “minimum time to completion” calculation. Walden provided this false information to mislead prospective students into enrolling in its PhD in Psychology program.

83. Also, as discussed in greater detail below, Walden’s specific promises that its PhD in Psychology program would take only 3-4 years were obviously false in view that the program was designed to take 6 years.

84. Further, this Laureate webpage admits that only 44% of students in 2012-2013 completed the program within the “normal” 72-month timeframe. The “normal time to completion” then cannot be as low as 72 months then, it must be something longer.¹³

85. Despite these fraudulent misrepresentations, this Laureate webpage remained available from 2014 through early 2016. When Walden/Laureate finally updated the webpage in mid-to-late 2016, its misrepresentations became even more pronounced.

¹³ It is not unreasonable to assume a “normal” time to completion would require 50% or more of the student population to complete the program in that time frame. Anything less (like 44%) would not be normal.

Walden University

PhD in Psychology

Program Level - Doctoral degree
Program Length - 66 months


 PRINT

COST

Q. How much will this program cost me?*

A. Tuition and fees: \$86,987
Books and supplies: \$6,551
On-campus room & board: *not offered*

[What other costs are there for this program?](#)

For further program cost information [click here.](#)

* The amounts shown above include costs for the entire

SUCCESS

Q. How long will it take me to complete this program?

A. The program is designed to take 66 months to complete. Of those that completed the program in 2014-2015, 21% finished in 66 months.

Q. What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program is *%.

Ex. 17, PhD in Psychology, Program Data (current). While the PhD in Psychology program from 2014 through early 2016 was allegedly “designed to take 72 months,” inexplicably, the mid-to-late 2016 program was shortened so that it now allegedly was “designed to take 66 months to complete.” *Id.* This despite the most recent webpage reflecting an even lower rate of students (only 21%) completing the 66-month program. Moreover, despite an eight-month reduction in “designed” completion time, the represented tuition and fees increased from increased almost \$20,000. Further, the \$86,987 tuition was calculated from a fictional “normal time to completion” of likely three years. Had the “normal time to completion” been calculated from the “designed” 66-month time, it would have exceeded \$100,000. Even further, the “normal completion time” could not be 66 months, as only 21% of graduating students completed the program in that time frame...meaning a “normal completion time” (*i.e.*, when half or more of the students would complete the program) would exceed 66 months.

86. The statements on this page were obviously false, with intent to mislead prospective students to enroll in Walden’s PhD in Psychology program.

87. What should not be lost is that the “normal time to completion” is calculated from students that graduated. Upon information and belief, the clear majority of Walden doctoral

students do not graduate, yet still paid for tuition fees and costs, and are still burdened by student loan debt.

Walden Designed its EdD Program to Take 52 Months But Promised A Shorter Timeframe

88. For years, Walden misrepresented to prospective and current students that the EdD program would take its students three years. For example, its 2005 Viewbook (also used for at least 2006 enrollment) states, “The Ed.D. program takes three years to compete.” Ex. 18, 2005 Viewbook (excerpts) at 6. Further, students in at least 2010 and 2011 completed documents for their instructors entitled, “My AL/CIA/HEAL/HEL/SPED/TL Ed.D. Timeline,” which calculated EdD three year completion deadlines for the EdD program and six EdD specializations. Ex. 19, EdD Timeline. Also, as discussed below, promises of three-year programs were made at multiple events attended by Walden recruiters.

89. These representations were false, as Walden designed the EdD program to take 52 months.

90. The first available webpage about Walden graduation rates, time frames and potential costs is from January 2013. Ex. 20, EdD Program Data (Jan. 19, 2013). While not providing much data regarding graduation rates, Walden did state it had a 59.2% “on time completion rate” from July 1, 2010 through June 30, 2011. Walden stated its tuition and fees cost was \$57,945-\$62,565 with \$0 for books and supplies. *Id.*

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2010, and June 30, 2011, who completed this program in the normal completion time.

The program completion time may vary depending on transfer of credit and the pace at which a student chooses to complete the program. Because many of the students in this program are working adults and need to balance personal and professional commitments, our academic advisors can help establish an appropriate program of study that enables each student to complete this program in a time frame that works best for him or her.

Rate	Percentage
On-time completion rate	59.2%

Program Costs—The total program costs are the estimated average costs over the duration of the program, excluding any scholarship or tuition reductions, for students completing the program on time. These costs can vary based on the number of credits. Typically, tuition and fees are subject to change annually.

Expense	Cost
Tuition and Fees	\$57,945-62,565
Books and Supplies	\$0

91. The 59.2% completion rate was represented as arising from the following metric:

Program Completion—The program completion rate is the percentage of students who graduated between July 1, 2011, and June 30, 2012, who completed this program in the normal completion time.

Id.

92. Upon information and belief, the 59.2% “On-time completion rate” and “Tuition and fees” amount that Walden provided on this page was false.

93. Upon information and belief, Walden provided the 59.2% “On-time completion rate” and “Tuition and fees” to mislead students into enrolling into its EdD program.

94. For this webpage, Walden did not define “normal completion time.” However, the next sentence on the page represented that “program completion time may vary” depending on various factors. One of the two specific variables identified by Walden was the “... pace at which **a student chooses** to complete the program.” *Id.* (emphasis added). To further reinforce the illusion that its students would have control over the length of time the program took them to

complete, Walden also represented that the student can “complete this program in a time frame that works best for him or her.” *Id.*

95. Upon information and belief, the statements that doctoral students can choose a) the pace at which they can complete the EdD program and/or b) the time frame that works best for them to complete their degree were false.

96. Upon information and belief, Walden provided the “... pace at which a student chooses to complete the program” and “complete this program in a time frame that works best for him or her” statements to mislead students to enrolling in its EdD program.

97. In 2016, the webpage format for this page changed, as did its location. Ex. 21, EdD Program Data (Apr. 15, 2016 data). Instead of being found on a Walden website, it had been moved to Laureate’s website.

98. The Laureate website also provided additional information about the Walden EdD program. This new information showed the prior representations made by Walden in the previous version of this webpage were false.

99. For the first time, Walden/Laureate admitted the EdD program was “designed to take 52 months.”

[Go back to Walden's Doctor of Education \(EdD\) program](#)

Walden University

Doctor of Education

Program Level - Doctoral degree
Program Length - 52 months

 PRINT

COST

Q. How much will this program cost me?*

A. Tuition and fees: \$59,731
Books and supplies: \$0
On-campus room & board: *not offered*

[What other costs are there for this program?](#)

For further program cost information [click here](#).

* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this

SUCCESS

Q. How long will it take me to complete this program?

A. The program is designed to take 52 months to complete. Of those that completed the program in 2014-2015, 23% finished in 52 months.

Q. What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program is *%.

Id. Despite the program being designed to take “52 months,” Walden still used its prior undefined “normal time to completion” timeframe (whatever that was) when it calculated the “Tuition and fees” “for the entire program” – representing that a student that took “the normal time to completion” (*i.e.*, apparently 52 months) would be \$59,731.

100. Further, only 23% of students that graduated with an EdD completed the 52-month designed program within that time frame. *Id.* The remaining 77% of graduates took longer. *Id.*

101. The misrepresentations don’t stop there. While admitting on the Laureate webpage that Walden’s EdD program was “designed” to take 52 months, Walden’s contemporaneously¹⁴ offered tuition and fees page calculated a time to graduation of 12 quarters, continuing its misrepresentation of the EdD program as a three-year program.¹⁵

¹⁴ The EdD Laureate page contained data from April 15, 2016. Ex. 21. The EdD Tuition and Fees page from Walden’s cite is date April 12, 2016. Ex. 22.

¹⁵ Walden includes a “Technology Fee” of \$125 a quarter and estimates it will take \$1,750 of such fees until graduation (hence 12 quarters...\$125 * 12 = \$1,750). Twelve quarters equals a time frame of 3 years.

Doctor of Education

Curriculum Component	Requirements	Cost	Total*
Tuition	76 total quarter credit hours	\$590 per quarter hour	\$44,840
Residency Fee	One residency	\$925 (travel, lodging, and other expenses are additional)	\$925
Technology Fee	Per quarter	\$125	\$1,750
		Total	\$47,515
		<i>Transfer up to 38 credits</i>	<i>\$22,670</i>
		Total with Maximum Transfer Credits[†]	\$24,845

Ex. 22, EdD Tuition and Fees (April 12, 2016).

102. Walden’s tuition calculation omitted the additional 18 months of the 52 month “designed” time¹⁶ to provide prospective students a lower cost.

103. The tuition estimates on both the Walden and Laureate pages also are inconsistent. On Walden’s tuition and fees page, Walden estimates it will cost \$47,515 in tuition and fees, while the Laureate page states it will cost \$59,731. Regardless, upon information and belief, both estimates are lower than the course design, are therefore false. Both misrepresentations were made by Walden/Laureate in the hopes of students relying upon them to enroll in Walden’s EdD program.

104. The above materials show that despite designing its EdD program to take 52 months, Walden promised a much shorter time frame (*e.g.*, twelve quarters). Walden knowingly made these false statements with the hopes that prospective students would rely upon them and enroll in its EdD program.

¹⁶ The Laureate “designed” time webpage is dated from April 15, 2016 (and is only “updated once annually”), showing it is concurrent with the Walden tuition and fees page.

105. It's not unreasonable to assume that if Walden designed the course to take 52 months, then 52 months should be the "minimum time to completion" (although again, only 23% of students who graduated did so in 52 months...so the "minimum time to completion" should be longer than 52 months). Walden, however, utilized false and misleading tuition and fees calculations based on three years or less for its "minimum time to completion" calculation. Walden provided this false information to mislead prospective students into enrolling in its EdD program.

106. Further showing the dishonesty of Walden, in a 2014 submission to MOHE, Walden provided the "Number of Months to Complete the Ed.D. Higher Education and Adult Learning (HEAL) Program" since 2009. Ex. 23, Walden Ltr to MOHE (June 20, 2014). In contrast to the Timeline document provided to at least 2010-2011 EdD students (including EdD HEAL students) which calculated a three-year graduation rate (Ex. 19, above), Walden's letter to MOHE confirmed that only *two* EdD HEAL students from 2009-2014 graduated in three years or less.

Number of Months to Complete the Ed.D. Higher Education and Adult Learning (HEAL) Program:
Graduates since 2009

Months	# of Grads	% of Grads
35	2	2%
39	5	4%
41	1	1%
43	18	16%
45	3	3%
47	18	16%
49	8	7%
51	19	16%
53	6	5%
55	13	11%
57	3	3%
59	16	14%
63	2	2%
65	2	2%
TOTAL	116	100%

Average # of Months

50 months (or roughly 4 years)

Id. Worse, Walden admitted to MOHE that the average time to graduation was “50 months.” *Id.* This again confirms that not only were Walden’s promises of faster timelines false, it was aware such promises were untruthful.

Walden’s “Normal Time to Completion” and Course Design Fraud Cover All its Doctoral Programs.

107. Walden and Laureate’s manipulation of tuition rates and times to completion were not confined to just the named-Plaintiffs’ doctoral programs. Despite blanket statements of estimates based on “minimum time to completion” and “normal completion time” across Walden’s doctoral programs, the clear majority were “designed” to take longer.¹⁷

108. The Laureate webpage for the PhD in Health Services program (upon information and belief available from 2014 until early 2016) stated it was “designed to take 66 months to

¹⁷ A detailed discussion of the PhD in Management is provided in *Thornhill v. Walden, et al.*, Case: 2:16-cv-00962-ALM-KAJ (S.D. Ohio 2016).

complete,” although only 27% of the 2012-2013 graduates completed the program within that time. Ex. 24, Laureate PhD in Health Services webpage (Feb. 21, 2015). Despite reciting “66 months” until completion, the “Tuition and fees” cited for this program was \$59,285 “assuming normal time to completion.” *Id.* However, if 66 months was used as a “normal time to completion” (despite only 27% of students who graduated meeting this time frame), the estimated tuition and fees should have exceeded \$100,000. Further, with only 27% of students meeting the “designed” time, a “normal time to completion” must be longer than 66 months.

109. The Laureate webpage for the PhD in Public Policy and Administration program (upon information and belief available from 2014 until early 2016) stated it was “designed to take 66 months to complete” and, allegedly, 100% of its 2012-2013 graduates completed it within that time frame. Ex. 25, Laureate PhD in Public Policy and Administration webpage (March 6, 2015). Despite this boast, it still indicated that students’ “Tuition and fees” and “Books and supplies” would cost only \$48,650 and \$3,933 respectively. *Id.* However, if 66 months was used as a “normal time to completion,” the estimated tuition and fees should have exceeded \$100,000.

110. Bizarrely, in mid-to-late 2016, the Laureate webpage for a PhD in Public Policy Administration was updated to state the program was now “designed to take 55 months to complete” (allegedly shortening the program by 11 months), yet the number of students that completed it on time drastically dropped to 28%. Ex. 26, Laureate PhD in Public Policy and Administration webpage (April 15, 2016 data). Bafflingly, despite shortening the program by 11 months, the costs of “Tuition and fees” and “Books and supplies” increased to \$67,241 and \$4,367. *Id.* However, if 55 months was used as a “normal time to completion,” the estimated tuition and fees should have likely exceeded \$100,000. Further, with only 28% of students meeting the “designed” time, a “normal time to completion” must be longer than 55 months.

111. The same Laureate webpage for the PhD in Public Health program (upon information and belief available from 2014 until early 2016) stated it was “designed to take 66 months to complete,” although of those that completed the program in 2012-2013, only 37% completed it within that time frame. Ex. 27, Laureate PhD in Public Health webpage (Feb. 21, 2015). This was a drastic drop for a program that allegedly in March 6, 2012, reported an alleged 88.9% completion rate from the still nebulous “normal completion time” metric. Ex. 28, Laureate PhD in Public Health webpage (March 6, 2012). Further, with only 37% of students meeting the “designed” time, a “normal time to completion” must be longer than 66 months. Also, Walden stated that the “Tuition and fees” and “Books and supplies” for this program would cost \$49,200 and \$3,528, respectively. Obviously, if a 66-month designed time to completion were utilized, the fees would far exceed \$49,200.

112. Still, in mid-to-late 2016, the Laureate webpage for the PhD in Public Health was updated to report that the program was “designed to take 63 months to complete” (an alleged three month shortening of the program), although now only 30% of students that graduated in 2014-2015 completed the program in that time frame. Ex. 29, Laureate PhD in Public Health webpage (April 15, 2016 data). Further, regardless of whether a 66 or 63-month time frame was utilized, the “Tuition and fees” would not be \$70,563; rather, they would exceed \$100,000. Finally, with only 30% of students meeting the “designed” time, a “normal time to completion” must be longer than 63 months.

PROMISES OF TUITION COSTS AND TIMES TO GRADUATE BY WALDEN AND ITS RECRUITERS WERE WELL BELOW THE “DESIGN” OF EACH PROGRAM

113. The Defendants’ plan to extract as much money from doctoral students as possible began in recruiting and enrollment.

114. Despite the actual “design” of each doctoral program, Walden recruiting and enrollment employees repeatedly touted shorter time frames for completion of the programs and its dissertation process.

115. Walden recruiters make these verbal promises on the phone when speaking to prospective students as well as at public events such as a Back to School rally in Barstow, California.

116. Later, such promises were confirmed by Walden employees in the enrollment office.

117. While most promises were verbal, some promises by recruiters and the enrollment office were in writing. *See, e.g.*, Ex. 1, Email Exchange between T. Westenskow and K. Callahan (Aug. 18-20, 2008); Ex. 7, F. Turner Group Email (July 5, 2010).

118. Such verbal and written representations were made specifically to Plaintiffs in this action as described in greater detail below.

119. Representations of a faster timeline were not made to just the named Plaintiffs. There are numerous complaints online about this practice, and how misleading Walden’s estimates were. For example, one woman recounts how she and five other educators from Coffee County, Georgia were promised that their doctoral program would take only three years (for a program Walden/Laureate would later admit was designed to take 52 months though only 23% of those that graduated did so in that time frame).¹⁸ Despite that, only one of those educators received her doctorate in the time promised.

¹⁸ This is the identical promise made to Plaintiff Wright at a Barstow rally (as described below).

Vette S. said
364 days ago

Thank goodness someone has started this process. I am from Coffee County, GA. In 2004 or 2005 A Walden representative met with a large group of teachers and made the following statements. The program would be a 3 year Doctorial program costing of approximately \$ 25,000. The University would "hold your hand" through the program as your dissertation would be composed through research articles used in your coursework. After completing my coursework with a 4.0, I began the dissertation process. After writing chapters 1-2 and having it reviewed by my chair I went through the process of revisions paying more out of pocket for additional semesters. After my chair approved chapters 1-2, he said after writing and revising chapter 3 I would be ready to schedule a proposal defense. Then I get back an email stating that the dissertation rubric had changed and all my articles used for my study needed to be peer reviewed and were beginning to be dated. After 4 years yes...some of the research would begin to be dated. My three chapters at this point were a total rewrite. Having hired a corporate editor to review my work, she was disturbed that my first 3 chapters were not being approved. Already going beyond the 3 year program with over \$70,000 in debt and receiving emails from my chair stating this program was a "process", I withdrew from the program in December of 2008. Stuck with a 900 loan payment, no degree, and the emotional stress of going through almost 4 years to receive nothing...I began to see what the word "process" meant to Walden. Another semester, more money and nothing but heartache for me. Out of 6 educators from Coffee County School System only one was able to receive her Doctorate Degree within the 3 year time frame.

Excerpt from "Got a Class Action" (available at: <http://gotaclassaction.com/walden-university-and-laureate-education-inc-named-in-class-action-lawsuit-over-systematic-prolonging-of-the-thesis-and-dissertation-process/>).

120. Another poster confirmed that her 18-month program was now in its fourth year.

Carolyn B. said
255 days ago

My 18 month program is now in its 4 th yr. My chair actually submitted a 14month old draft to form and style for review instead of the finished product(its been complete for 6 months now). I didn't even receive an apology. I am now at 130,000 in debt for a degree I don't think will ever be finished. This quarter, our class doesn't have an instructor but they still took money for it. Is that legal??

Id.

121. Taken together, the 2012 Senate Report, the history of Plaintiffs and the stories of the above students (as well as many others referenced herein) confirm that Walden and Laureate's

representations concerning the timeline to complete a Walden doctoral degree were false.

Further, with a doctoral “completion” rate of, upon information and belief, less than 10% of its doctoral student population, any statements concerning a “minimum completion time,” or a completion time at all, would be false and misleading.

122. Instead, Walden and Laureate should tell prospective students they’d be lucky to obtain a doctoral degree, let alone obtain a degree in a reasonable time frame.

THE TRAP OF THE WALDEN DISSERTATION PROCESS CONTINUES AFTER THE STUDENTS ENROLL

123. Once doctoral students enrolled in Walden, the false promises continued.

124. At Walden, each doctoral degree candidate, regardless of discipline, must go through the process of completing a dissertation.

125. The Walden Student Handbook reflects that the dissertation process could be completed in as little as 13 months.

Dissertation Timing

Doctoral students who want to graduate in a specific quarter must plan their program carefully as follows or their graduation date will be delayed:

- Begin planning for program completion at least 13 months in advance of the anticipated graduation date

Ex. 30, Excerpts, 2013-2014 Walden Student Handbook at 273 (December 2013), available at <http://catalog.waldenu.edu/content.php?catoid=117&navoid=32382>, and Ex. 31, Excerpts, 2010-2011 Walden Student Handbook (Sept. 2011) at 189, available at <http://catalog.waldenu.edu/mime/media/58/1050/Dec+2011+Handbook+FINAL.pdf>.

126. Further, as stated above, it was common for Walden to represent that the dissertation process could be completed in 13-18 months or after five dissertation level classes (*i.e.*, five

semesters). For example, numerous DBA program materials confirm just five 9000 level dissertation classes are required to complete the program. Ex. 3, Walden DBA Flowchart; Ex. 7; F. Turner Group Email (July 5, 2010); Ex. 8, DBA Residency Presentation at slides 7, 8 and 10; Ex. 14, The Journey. The psychology doctoral degree and the counseling and organizational psychology specializations were touted as requiring only 30 credits. Ex. 32, 2010-2011 Walden Catalog (excerpts) at p. 339, 344, 350. For these programs, 30 credits equate to five terms of a 6-credit course. *Id.* The EdD program also calculated time to completion of the dissertation process of about 16-18 months. Ex. 19, EdD Timeline.

127. After students exceeded the 18 months/five dissertation classes, Walden continued the trap by encouraging them the finish line is in sight. One example can be seen in a March 5, 2013 email sent to DBA students who had gone past the promised five dissertation classes. The letter teases “Hello future doctor” and includes false hope that “you can complete this year!!!”:

Hello future doctor,

You are receiving this message as you have completed 5 sessions of 9000. I wanted to alert you to some resources that might be helpful as you complete your DBA program this year. I really like the sound of Dr. and I am confident this can be an accomplishment that you can complete this year!!!

Ex. 33, DBA Email to J. Harrison (March 5, 2013). Walden made such statements knowing enticements were necessary to keep students enrolled in the program beyond its promised end dates.

HOW THE WALDEN DISSERTATION PROCESS TRAP WAS SPRUNG

128. Doctoral degrees, including Walden’s doctoral degrees, differ from bachelor’s degrees in several important respects; however, most pertinent to this Complaint, after completion of course work, doctoral degrees require independent study and research by the student to complete the dissertation.

129. To complete the dissertation, students must consult and seek the approval of faculty and institutional entities at Walden. Because of this, it is imperative that students work closely with the faculty members, whose approval is necessary for the advancement of the dissertation through its many stages.

130. With an online degree, such coordination is more difficult as most students cannot regularly interact with their chairs, members or advisors, unless they do so through the Interactive Blackboard System provided by Walden. With only this confined communication system, often doctoral students feel isolated and without direction.

131. There are five stages of the dissertation process: Premise (or preliminary Prospectus), Prospectus, Proposal, conducting the study and/or research that is the subject of the dissertation, and defending the completed dissertation.

132. At each stage of the process, the student must gain approval of the dissertation supervisory committee chair (“chair”) and a supervisory committee member (“member”). Approvals must be sought first from the chair, then the member. In this line of approvals, if the member does not issue an approval, the student must begin the process again with the chair before approaching the member again.

133. Given the need for consecutive approvals from multiple Walden personnel for each stage of the dissertation process, timely responses by the chair and member are required to advance the process.

134. To start the dissertation process, the student must enroll in the dissertation course for a student’s respective field of study. Typically, this will be the only course/class the doctoral student will enroll in for that semester/term (and for their remaining semesters/terms at Walden). Despite this, the doctoral students will still pay full tuition.

135. As discussed above, it was commonly promised that students would only need five dissertation level classes (or 13-18 months of dissertation level classes) to graduate. See, e.g., Ex. 3, 7, 8, 14, 19, 32, 34.

136. Once enrolled in the dissertation course, the student must develop and draft a Premise. The Premise is a brief document which identifies a preliminary topic for the dissertation. The Premise is also used to locate faculty members who will form the dissertation supervisory committee.

137. After determining a topic and drafting the Premise, the student must nominate the dissertation supervisory committee. The dissertation supervisory committee has two members: the chair and member. The dissertation supervisory committee is supposed to provide guidance to the student on both the content and the methodology of his or her dissertation. Further, once the chair and member accept their nominations, they must approve of the Premise before the student can advance.

138. The Student Handbook describes Doctoral Committee Member Roles.

Faculty members in Walden University doctoral programs who accept the duty of serving on a dissertation or doctoral study committee assume a dual responsibility of high importance. **One part is service to their students**; the other is service to the academic practice, discipline, and professional field to which the dissertation is related. For the first part, expectations concerning the faculty service to be performed are determined by students' needs, and by university academic policy pertaining to how these needs are to be addressed. For the second, expectations are set both by university academic policy and by policies and practice that frame acceptable work in the discipline and professional field at large.

Ex. 31, Excerpts, Dec. 2011 Student Handbook at 174 (emphasis added); *See also* Ex. 30 at 258.

Further, "Walden intends that dissertation/doctoral study committee members work as a team, directly guiding students through the proposal, research and analysis, and ultimately the final oral presentation." Ex. 31 at 174; Ex. 30 at 259.

139. The Prospectus (the second step in the dissertation process) is meant to build on the Premise and serve as the foundation of the Proposal (the third step in the dissertation process). The goal of the Prospectus is to develop a plan for the Proposal and ultimately outline the basic structure of the dissertation. Like the Premise, the Prospectus must be approved by both the chair and member before proceeding to the Proposal.

140. The Proposal (third step of the dissertation process) is essentially the first three chapters of the dissertation, outlining the rationale for conducting the study and describing the design and methodology of the study. Students must work closely with the chair and member to complete the Proposal. As the Handbook promises, the chair and member are to “guide” their students “through the proposal.” *Id.*

141. In addition to approval by the dissertation supervisory committee chair and member, the Institutional Review Board (“IRB”) must also approve the Proposal. This adds a third level of approvals, and like with the member, if the IRB does not approve the Proposal (even if just for minor, grammatical reasons), instead of the student going back to the IRB with edits to the Proposal, he or she must begin again with the chair, then (if approved by the chair) to the member, and then (again, if approved) finally to the IRB again. It is also not uncommon for the IRB to disagree with the student’s Proposal or sometimes the student’s topic in its entirety. Thus, regardless of whether the prior chair and member had approved the student’s topic (for years in some cases), Premise, Prospectus and Proposal, the student must now begin the process anew to address the IRB’s concerns. And the student does not address the concerns directly to the IRB, but rather, to the chair...then (if approved) the member...and finally (if approved) the IRB again.

142. After/If the Proposal is approved by the IRB, the student must conduct the study and/or research that is the subject of the dissertation, and finish drafting the dissertation.

143. The chair and member must approve the completed dissertation, which is then submitted to the University Research Review (“URR”) for approval. This again adds another third level of approval, and again, if the URR does not approve of the dissertation (even if just for minor, grammatical reasons), instead of the student going back to the URR with edits to the dissertation, he or she must begin again with the chair, then (if approved by the chair) to the member, and then (again, if approved) finally to the URR again.

144. It is also not uncommon for the URR to disagree with the student’s dissertation in its entirety. As a result, regardless of whether the prior chair, member and IRB approved the Proposal and chair and member approved the dissertation, the student must now begin the process anew to address the URR’s concerns. And, like with the IRB, the student does not address the concerns directly to the URR, but rather, to the chair...then (if approved) the member...and finally (if approved) the URR again.

145. After/If approval is received from the URR, the student must orally defend the dissertation.

146. After successful oral defense of the dissertation, the student has essentially completed the dissertation process and it may be submitted for publishing.

WALDEN SYSTEMATICALLY PROLONGS THE DISSERTATION PROCESS

147. With so many levels of approval required (and the need to constantly restart the approval process), the dissertation process described above is designed to maximize tuition and costs for Walden. Beyond this, the dissertation process is plagued by a complete disregard for Walden’s promises and policies through which Walden creates a seemingly endless process that drags on for term after term, year after year for students.¹⁹ This disregard by Walden and Laureate is

¹⁹ Walden also offers a Knowledge Area Module “KAM” option in its doctoral programs. The same review problems that arise during the dissertation process also arise with KAMs.

intentional. Further, because Walden funnels most of its students' tuition into marketing and profits, insufficient funds are left to properly manage the students or create sufficient infrastructure to handle an efficient dissertation process. However, this works in Walden's favor, because this ensures numerous delays for the students in which they will pay additional tuition and costs.

148. All together, the above shows Walden and Laureate's knowing and intentional scheme to unduly prolong the dissertation process to extract additional tuition and costs from its students to increase Walden and Laureate's profits, at the expense of those students it is supposed to be educating.

149. First, the process for obtaining a chair and member is time consuming and difficult, based on obsolete and outdated materials provided by Walden. Making matters worse, for some students retaining the chair and member throughout the entire dissertation process is an additional challenge.

150. Walden instructs students to consult the Faculty Expertise Directory (which is just an outdated spreadsheet) to find Walden faculty members capable of serving on the dissertation supervisory committee as either chair or member. The dissertation supervisory committee must feature an expert on the student's content and an advisor on methodology. To obtain a chair and member, the student must submit a Committee Member Nomination form, along with a copy of the Premise, to the nominee. If the nominee agrees to serve on the committee and that nominee's service is approved by the program director, then the student may begin finalizing the Premise.

151. However, the chair and member nomination process does not run as smoothly as Walden represents to its students. First, students spend multiple months attempting to obtain the agreement of a faculty member to serve as chair or member. Students blindly submit requests to

faculty members, and most times do not hear back as either the Faculty Expertise Directory is outdated or the faculty members simply do not wish to respond.

152. Even worse, once the faculty members agree to serve in the roles of chair and member, they sometimes quit, are fired, or simply stop responding to the student. Upon information and belief, retention of chairs and members is a systemic, institutional issue. Further, this issue is not corrected by Walden because 1) it is in Walden's best, financial interest to prolong its students' time in the dissertation process and 2) Walden is not willing to spend the necessary amount to hire and retain quality, Committee-qualified employees (instead, Walden would rather spend its money on marketing to bring in additional doctoral students).

153. When a Walden student's member or chair chooses to quit his or her role on the committee, the student essentially is required to start the dissertation process from scratch. The student is forced to locate an additional faculty member to serve in the vacated role. This requires the student to consult the same outdated list of faculty members, hoping to receive a positive response (or any response) from his or her inquiries. However, even if the student locates a new faculty member to serve in the role, the new chair or member may (and often does) disagree with the student's Prospectus, Proposal or dissertation. As a result, regardless of whether the prior chair or member approved the Prospectus, Proposal or dissertation, the student must now begin the process anew and address the new chair or member's concerns.

154. Walden's requiring of students to find substitute faculty members and the delay it causes violates its rules. Walden's Handbooks promise that if a faculty member suddenly departs, *Walden* will take the appropriate steps to rectify the situation.

Unexpected interruptions: Faculty services may be unexpectedly interrupted because of an instructor's death or prolonged ill health, or because of an instructor's discontinuation of association with the university. In such cases, **the student's associate dean/executive director, or designee, ensures that faculty services are restored to all affected**

students. The associate dean/executive director or designee communicates with affected students throughout the restoration process until appropriate assignments are finalized.

Ex. 31, Excerpts, 2010-2011 Handbook at 123 (emphasis added); Ex. 30, Excerpts 2013-2014 Handbook at 214-215.

155. As stated above, Walden repeatedly broke this promise, in that once chairs or members left, Walden forced its students to find replacements. This delay always benefitted Walden, because any delay to the dissertation process led to additional tuition payments (including costs for books, residency, technology fees, etc.).

156. Further, upon information and belief, the turnover rate of chairs and members is high. This high turnover results in Walden students being caught in a cycle of finding chairs and/or members, and gaining their approval, only to start the process again when the committee chair or member leaves Walden or simply stops responding. The turnover is intentional and part of Walden's policy to essentially hold its students captive to the tuition generating machine that Walden has constructed, while it continues to spend its money on marketing to lure in additional students. Upon information and belief, and due to a lack of supervision by Walden, most Walden doctoral students experience a loss of a chair or member at least once (and usually more times) during their dissertation.

157. With its lack of resources and infrastructure (again due to maximizing profits and marketing at the expense of spending tuition on its students), chairs and members are also often unsupervised by Walden in their interactions with students leading to numerous problems, all of which extend the dissertation process. For example, Walden students depend on the chair and member for guidance and feedback during the entire process. As part of Walden's overall scheme, however, that much-needed counsel is consistently lacking and frequently nonexistent.

158. The lack of supervision by Walden allows the chairs and members great latitude to shirk their duties, either by giving no or inconsistent feedback, or by simply giving students a “satisfactory” grade term after term regardless of the quality of the work product reviewed so that the student can continue their enrollment and payment of tuition.

159. Internal Walden emails admit to this lack of supervision. For example, in May 2015, the Walden Leadership Team highlighted its lack of oversight for all prior years in view that its dissertation chairs continually awarded students “satisfactory” grades in dissertation courses even when students allegedly made little or no progress:

The leadership team is very concerned that some students have been awarded a grade of satisfactory for assignments and for the overall course grade when little or no progress was made. Such students incur a heavy debt burden and are often dissatisfied and problematic.

Ex. 35, Harrison Email (May 28, 2015). With this email, Walden admitted its unsupervised and flawed dissertation process resulted in students “incur[ring] a heavy debt burden.” The callous tone of this email is shocking when it’s noted that Walden was “concerned” not with the students admitted “heavy debt burden”; rather, it was concerned that these students were “often...problematic.” *Id.*

160. Due to a lack of supervision by Walden, many of the chairs and members also do not have the proper educational backgrounds to understand their students’ research. Often, this is not found out by the students until many months (if not years) into the dissertation process. When it is, the students are again forced to replace their chairs/members, risking yet again receiving a new committee member who might disagree with the students’ work, and potentially requiring them to start over.

161. Unbelievably, in some cases, due to a lack of supervision, chairs/members require students to pay for third-party editors, some of whom work for companies created by the very

same chairs/members. This results in the chair/member receiving additional money, and creates a conflict of interest, where if students refuse to use the chair/member's outside editor, they fear retribution in the form of an "unsatisfactory" grade or the withholding of approval at some stage in the process.

162. Walden also has specifically implemented a formal policy which states that the chair and member must respond to requests from students for commentary, feedback, or even formal review, within 14 days.

163. However, due to a lack of supervision and as part of the Walden's scheme, Walden faculty routinely do not abide by the 14-day response requirement. This is especially frustrating for Walden students because they literally cannot progress without the approval of the chair and member. Thus, it causes significant delays in moving forward with, and the completion of, the dissertation process.

164. Upon information and belief, most Walden doctoral students experience a breach of the 14-day response period at least once (and usually many more times) during their dissertation. These breaches unnecessarily prolong students' efforts to obtain their degrees, and results in students having to extend their enrollment in their respective dissertation course and pay additional tuition (including costs for books, residency, technology fees, etc.).

165. In fact, even a 14 day "response" time is too long. 14 days to receive input comprises 1/6 of a Walden term. While waiting for input (the substance of which is most times guidance on how to proceed), the student essentially cannot advance his or her dissertation for two weeks, yet still must pay tuition during that time frame. With a 14-calendar day response time, if a student would require input from their chair or member just three times in a quarter, that would amount to a loss of half of a quarter.

166. Further, delays of time caused by a lack of supervision would necessitate substantive changes to the students' dissertation. For example, dissertation references could only be utilized if they were less than five years old. However, through chair and member delays, the already-approved references would age beyond the five-year requirement and need to be discarded. This required the student to spend time and additional tuition to identify and utilize new references. For programs such as the PhD in Psychology program (a program "designed to take 72 months"), this could mean all of students' references would become outdated at some point, and need to be replaced solely due to program design and through no fault of the students.

167. Walden's failure to dedicate sufficient resources, oversee and regulate the supervisory committee program thus would unnecessarily prolong students' efforts to obtain their degrees, and result in students having to extend their enrollment in their respective dissertation course and pay additional tuition (including costs for books, residency, technology fees, etc.).

168. Dissertation courses at Walden can cost about \$3,000 or more per academic term. Accordingly, the practical effect of Walden's tuition generation scheme, which forces repeated enrollment for additional terms, is extremely expensive for students and highly lucrative for Walden.

169. Walden, as experienced by Plaintiffs and the Class and Subclass members, is intentionally and deliberately using its dissertation process as a means of improperly extracting tuition and generating revenue. Walden has intentionally and knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and has created inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden regarding the actual time and expense

that its doctoral students will incur in an effort to complete their degrees...if completion is even possible. Further, it is an insidious scheme in that, once students have spent considerable time and expense embarking on the process, they are left with two options in the face of these delays: 1) quit the program, thereby essentially throwing away the time and money expended (as most, if not all, of their credits are not transferable to other institutions) and accelerating the start of the payback period; or 2) continue to enroll in additional quarters with the hope of completing the program someday before they run out of money.

PLAINTIFFS' EXPERIENCES AT WALDEN

Plaintiff Kelli Callahan

170. Plaintiff Kelli Callahan is a 25-year forensic science and criminal justice professional. She has devoted her adult life to her professional career. She maintains numerous memberships in professional organizations, and possesses a Master of Forensic Sciences from National University, a B.S. in Psychology from Boise State University, and a B.A. in Anthropology from Boise State University. She is also a published author and held peace officer status in three states.

171. Plaintiff Callahan enrolled at Walden in 2009 in the PhD in Psychology program with an emphasis in Research. She quickly switched to an emphasis in Health Psychology once she learned the Research emphasis was being phased out.

172. Plaintiff Callahan chose Walden because on August 19, 2008, Todd J. Westenskow, Enrollment Advisor for the School of Psychology, informed Plaintiff Callahan that a PhD in Psychology would cost \$55,000 plus books and the cost of residencies.

Hello Kelli,

Thank you for your response. I am glad to help in any way I can.

The PhD in Psychology programs in either Educational Psychology or Organizational Psychology are 121 quarter credits and require 20 days of residency. **The overall tuition and residency fees for either program would be approximately \$55,000, plus books and travel/lodging for the residencies.**

Ex. 1, Callahan Email Exchange (Aug. 19-20) (emphasis added).

173. This information was confirmed again by Westenskow on August 20, 2008, when he informed Plaintiff Callahan that the PhD in General Psychology program would only take “three to four years...with an overall cost of \$55,000-\$65,000.” *Id.*

174. Westenskow also repeatedly confirmed that the dissertation process would last only five dissertation classes as well.

175. Plaintiff Callahan relied upon these representations in choosing Walden and enrolling in its Psychology PhD program.

176. These representations, however, were false. Laureate’s Program Data for Walden’s PhD in Psychology program from March 6, 2015 explains the PhD in Psychology program was “designed to take 72 months,” although only 44% of students *who graduated* would do so within that time frame.

PhD in Psychology
 Program Level - Doctoral degree
 Program Length - 72 months

COST

- Q. How much will this program cost me?*
- A. Tuition and fees: \$67,610
 Books and supplies: \$6,180
 On-campus room & board: *not offered*

.....

[What other costs are there for this program?](#)

For further program cost information [click here](#).

* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this

SUCCESS

- Q. How long will it take me to complete this program?
- A. The program is designed to take 72 months to complete. Of those that completed the program in 2013-2014, 44% finished in 72 months.
- Q. What are my chances of getting a job when I graduate?
- A. The job placement rate for students who completed this program is *%.

Ex. 2, PhD Psych. Program Data (March 6, 2015).

177. Given Walden was in possession of this data, Walden's promises of anything shorter were knowingly false, and made purposefully for prospective and current students to rely upon.

178. Had Plaintiff Callahan and other PhD in Psychology students known that the program was designed to take 72 months, they would not have enrolled in Walden's PhD in Psychology program.

179. Further, Plaintiff Callahan was provided a document called "Completion Requirements" in 2009, which she used as a checklist when completing her program requirements. Ex. 34, Completion Requirements (Aug. 5, 2009). Importantly, this document confirmed on both pages 1 and 2 that the dissertation process required only 30 credits. *Id.* Since each dissertation class was six credits, this meant five classes would result in completion of the dissertation process. Despite these promises, Plaintiff Callahan has taken 17 dissertation classes.

180. Walden's representations about the estimated costs of receiving a PhD in Psychology have also turned out to be false. The length of Plaintiff Callahan's time at Walden is proof that the promises made by Walden were false. Plaintiff Callahan has incurred \$267,181.66 in debt (including interest for which she continues to incur an additional \$36 a day) during her 7 ½ years at Walden for a program she was promised would end in 3-4 years at a cost of \$55,000-65,000.

181. Plaintiff Callahan is a straight-A student with a 4.0 grade point average at Walden.

182. Despite this, she, like many others Walden students, has been stuck on her dissertation.

183. Between the summer of 2009 and now, she completed the following doctoral-level courses: Foundations for Graduate Study, History & Systems of Psychology, Statistics 1, Biopsychology, Statistics II, Social Psychology, Research Design, Tests and Measurement, Psychology and Social Change, Ethics Standards Prof Practice, Psychopharmacology, Stress and

Coping, Clinical Neuropsychology, Psychoneuroimmunology, Qualitative Analysis, Health Psychology, Diagnosis and Assessment, Behavioral Nutrition and Writing a Literature Review.

184. Upon completion of her required doctoral-level courses (for which she received straight As), Plaintiff began her dissertation on September 4, 2012.

185. Plaintiff paid between \$2,260 and \$3,050 per quarter (every 11 weeks).

186. Plaintiff also completed three residency courses, obtaining the necessary satisfactory grades to advance from each of those courses. For each residency course, Plaintiff paid approximately \$1,500 in total (\$925 residency tuition plus technology fees for two residencies, \$1,120.00 residency tuition plus technology fees for third residency).

187. Wanting to be sure that she was using her time at Walden efficiently, Plaintiff started working on her Prospectus on September 4, 2012. Her Prospectus was approved on February 20, 2013 by her (former) supervisory committee chair and methodologist Dr. Silvia Bigatti and content expert and committee member Dr. Tracey Mallett.

188. On February 17, 2016, Dr. Tom Diebold agreed to be her dissertation supervisory committee member and methodology expert, to complete her supervisory committee.

189. Plaintiff Callahan then advanced on to her Proposal, which despite being a 4.0 GPA student, she has been working on since.

190. Over the course of Plaintiff's time at Walden, she experienced innumerable delays and multiple instances of faculty members failing to fulfill their responsibilities as dissertation supervisory committee chairs and members due to the hurdles Walden itself placed in the way of its faculty and her. In other words, Plaintiff has been subjected to, and victimized by, the intentional and knowing scheme of Walden to prolong the dissertation process so that it could generate additional revenue from its doctoral students.

191. For example, Walden promises students in the Student Handbook that they are to receive feedback on any submitted dissertation draft within two weeks. Walden failed Plaintiff Callahan in this regard on numerous occasions. In one instance, Plaintiff Callahan did not receive input for eight weeks and two days. In receiving a tuition waiver, Walden admitted the delay was caused by the MyDR system.

The School of Psychology Academic Petition Committee reviewed this petition, and has approved a tuition waiver of 6 weeks for the Winter 2016 quarter, due to delays with the MyDr system.

Ex. 36, Callahan Email Exchange (May 23, 2016).

192. While granted a tuition waiver, the fact that Walden requires students to initiate such reimbursement requests (rather than performing such reimbursements automatically or at the request of the chairs/members who were aware of the missed two-week deadlines) shows an intentional lack of oversight.

193. Plaintiff Callahan suffered additional delays and additional tuition (including costs for books, residency, technology fees, etc.) due to Walden's failure to oversee its dissertation committee chair and members as well.

194. For example, Plaintiff Callahan replaced her first methodologist and member Dr. Silvia Bigatti with a second methodologist and member, Dr. Mary Devitt, in May of 2014. This arose because Dr. Bigatti gave Plaintiff Callahan an unsatisfactory grade. Plaintiff Callahan fought this grade administratively through Walden and had the grade subsequently reversed. After this experience, Plaintiff Callahan insisted on another chair as Dr. Bigatti became difficult to work with. Though agreeing to the change, Walden required Plaintiff Callahan to find a replacement member and methodologist by herself.

195. As described above, trying to find a replacement chair or member occurs often with Walden students, and is accomplished by using the outdated Faculty Expertise Directory through

which students are required to randomly and blindly email Walden instructors requesting that they serve on our dissertation committees.

196. Forcing students to find replacement chairs with such outdated resources causes wasted time and tuition, especially when most of the alleged potential replacements on the list ignore such requests.

197. After Plaintiff Callahan secured her second member and methodologist, Dr. Devitt went missing for several months marked by no correspondence with her students. Plaintiff Callahan was again forced to reach out to Walden about these issues.

198. On June 29, 2015, Plaintiff Callahan received an email from Elisha Galaif, Senior Research Coordinator from Walden University, who stated:

Hello. Dr. Devitt, your current 2nd member has resigned from Walden effective next term so you will need to find a new 2nd member. Please use the attached list to do so.

Ex. 37, Callahan Email Exchange (June/July 2015). This email was sent only after repeated correspondence by Plaintiff Callahan to Walden informing them that her member and methodologist had disappeared and was not responding to emails or phone calls.

199. By this time, Plaintiff Callahan's former content expert and committee member, Dr. Tracey Mallett had assumed the role of replacement chair, but Plaintiff was still left with attempting to find another methodologist.

200. Plaintiff Callahan spent months attempting to replace her, which culminated in the below email from September 13, 2015 to her chair expressing her concerns about being unable to find a replacement:

Hi Dr. M.,

I wanted to solicit your assistance in trying to locate a new methodology expert since my last one quit Walden a few months back. I have been utilizing the list as

provided by the research department and have all but exhausted this list of individuals to date. Most do not respond to emails or indicate that they are not available for a committee position at the current time. I also contacted the research department a while back to express my concerns and they merely said to just contact my department chair.

The problem however is that I previously contacted the department chair back in June of this year to discuss the fact that my methodology expert quit abruptly after several months of no communication, thus leaving several of us in the lurch however I only received an email of acknowledgment from his "assistant".

Is there anything you can do to help me secure a new methodology expert? I would appreciate any assistance or advice you can provide at this time.

Ex. 38, Callahan Email Exchange (Sept. 13, 2015).

201. Not only is requiring students to find replacements frustrating for the students, as described above, it is also a violation of the Walden student handbook which requires *Walden* to find replacements, not students, for faculty who suddenly depart.

Unexpected interruptions: Faculty services may be unexpectedly interrupted because of an instructor's death or prolonged ill health, or because of an instructor's discontinuation of association with the university. In such cases, **the student's associate dean/executive director, or designee, ensures that faculty services are restored to all affected students.** The associate dean/executive director or designee communicates with affected students throughout the restoration process until appropriate assignments are finalized.

Ex. 31, Excerpts, 2010-2011 Handbook at 123 (emphasis added); Ex. 30, Excerpts 2013-2014 Handbook at 214-215.

202. Even after her second time of replacing her methodologist and member, instead of voluntarily reimbursing her due to its AWOL employee, Plaintiff Callahan had to fight for a tuition reimbursement from Walden. Plaintiff Callahan was successful in this regard, but again it took time away from her dissertation.

203. Plaintiff Callahan's third methodologist is currently Dr. Tom Diebold who was assigned in March of 2016.

204. Now at the Proposal stage, Plaintiff Callahan faces further frustrations in that her materials must be approved by her chair, then her member, and finally her URR. If any proposed changes are made at any level (even if just for minor, grammatical reasons), the process must begin again.

205. Frustrating is that when the URR makes changes, Plaintiff Callahan is not allowed to interact directly with the URR about those changes. An example of this is the below email where Plaintiff Callahan requested a phone conference with her chair Dr. Mallett and her URR Dr. Patti Barrows, concerning comments/changes Dr. Barrow's had about the Proposal. In response, it was made clear that despite the fact the focus of the phone conference would be to discuss Dr. Barrow's comments, she would not be involved:

Hi Dr. Mallett,

My apologies if I was unclear, I meant we should schedule a phone call with just the committee (and myself if you like) and the student.

Dr. Barrows as URR is available for a phone call with you as chair, however.

~~~~~

Amy E. Sickel, Ph.D.  
Program Director,  
Academic Psychology Doctoral Programs  
Walden University

Ex. 39, Callahan Email Exchange (Oct. 12, 2016).

206. As any changes proposed by the URR starts the entire process over, and with each step allegedly requiring a two-week response time before climbing to the next level, it is clear that students at Walden are unlikely to timely get ahead.

207. Further, changes made by each level are often inconsistent and contradictory. For example, Plaintiff Callahan's URR's feedback in one area of the Proposal stated, "Sample size will likely change as you add to your RQs." Plaintiff Callahan questioned this remark via phone

with her current member and methodologist on October 15th, 2016, arguing that her sample size was not correlated with her research questions. Plaintiff Callahan's member and methodologist agreed. This confirms the URR improperly rejected Plaintiff Callahan's work, which required Plaintiff Callahan to restart the review process in error.

208. Plaintiff Callahan is now approaching her eighth year in her doctoral program. This is disturbing for all the reasons discussed about and also because Walden imposes an eight-year limit to its doctoral programs, extendable only for special circumstances.

209. As of now, Plaintiff has paid for 30 quarters during her time at Walden, including 17 dissertation classes and three residencies. Despite being promised it would take three-four years to complete her degree, she is almost in her eighth year, and still on the third (of five) step of the dissertation process.

210. Had Plaintiff been made aware of Walden's abysmally low completion rate, she would not have enrolled in the doctoral program or paid the tuition, residency fees (including travel), supply costs and other fees charged by Walden. Further, had Walden not misrepresented the timeline, costs and hurdles to completing a dissertation or had it disclosed its true scheme, Plaintiff would not have enrolled in or agreed to pay for the educational services offered by Walden. Additionally, had Walden not omitted to inform Plaintiff of the "design" time of its program, she would not have agreed to enroll in and pay for the educational services offered by Walden. Finally, if Plaintiff had been unaware of the lack of oversight Walden provided to its faculty, she would not have agreed to enroll in and pay for the educational services offered by Walden.

211. Walden has intentionally and unjustly prolonged Plaintiff Callahan's work toward her doctoral degree and extracted extra tuition payments from her for dissertation coursework that

would never have been necessary but for Walden's scheme to generate additional revenue and minimize its overhead so that more of the revenue could be spent on marketing to ensnare more students. Because of Walden's illegal conduct, Plaintiff spent more time and tuition payments than what she had reasonably anticipated she would.

212. Due to her maintaining a 4.0 GPA at Walden (and at her traditional graduate school, National University), Plaintiff Callahan was invited to join the Golden Key honor society and Psi Chi (the National Psychology Honor Society). It is telling that not even a straight-A, honor society student can complete the Walden dissertation process in the time promised, let alone complete the program at all.

213. Plaintiff Callahan has lost more than money and time due to Walden. She has also turned down additional work opportunities so as to devote time to her doctoral studies, missed out on numerous social opportunities, her sleep has suffered due to stress and she will never be able to recoup the time investment of the past eight years. For example, in addition to having a full-time job, she teaches forensic science and criminal justice courses in an adjunct capacity at the collegiate level. In lieu of accepting additional teaching assignments, curriculum development assignments, professional conferences and presentations, she has been required to devote substantial time to the dissertation process. She has also refrained from submitting for or testing for any promotional or professional advancement opportunities to focus solely on her dissertation. She has also had to repeatedly turned down social activities and family obligations to instead focus on the dissertation process. Finally, she suffers from significant sleep deprivation due to stress. Being a 25-year criminal justice and forensic science professional, she has become adept at adapting to stress; however, the stress associated with the Walden doctoral program due to its egregious financial impact and callous attitude has been incredibly stressful.

In 2016, she began taking anti-anxiety medication due to the stress directly related to her academic work with Walden. Prior to her time at Walden, she did not need medication or other resources due to stress.

**Plaintiff Jennifer Wright**

214. Plaintiff Jennifer Wright is a teacher for Barstow Unified School District, and has been so for 18 years. Plaintiff Wright is also an 11-year veteran of the Marine Corps, and 5-year veteran of the California Army National Guard.

215. Plaintiff Jennifer Wright enrolled at Walden in May 2009 in the Doctor of Education (EdD) Program. Plaintiff Wright chose Walden and the EdD program because Walden representatives at a Back to School rally in Barstow, California, promised her and other teachers in attendance that the Walden EdD program was a 3-year program that would cost \$34,000. The Walden employee who enrolled her (Mark Taylor) on the phone also confirmed that the EdD would be a 3-year program at a cost of \$34,000.

216. Plaintiff Wright, and other teachers who enrolled in Walden's EdD program, relied upon these representations in choosing Walden.

217. Walden's statements about a 3-year, \$34,000 EdD program were false. Laureate's Program Data webpage for Walden's EdD program explains the EdD program was "designed to take 52 months," although only 23% of students who graduated would do so within that time frame.

[Go back to Walden's Doctor of Education \(EdD\) program](#)

**Walden University**  
**Doctor of Education**  
 Program Level - Doctoral degree  
 Program Length - 52 months

**COST**

- Q. How much will this program cost me?\*
- A. Tuition and fees: \$59,731  
 Books and supplies: \$0  
 On-campus room & board: *not offered*

[What other costs are there for this program?](#)

For further program cost information [click here](#).

\* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this

**SUCCESS**

- Q. How long will it take me to complete this program?
- A. The program is designed to take 52 months to complete. Of those that completed the program in 2014-2015, 23% finished in 52 months.
- Q. What are my chances of getting a job when I graduate?
- A. The job placement rate for students who completed this program is \*%.

PRINT

Ex. 5, EdD Program Data (4/15/2016 data).

218. Given Walden was in possession of this data since it along with Laureate designed this program to allegedly take 52 months, its promises of a 3-year EdD program were knowingly false, and made purposefully for teachers to rely upon.

219. Had Plaintiff Wright and other EdD students known that the program was designed to take 52 months (or that only 23% of students who graduated did so in that time frame), they would not have enrolled in Walden's EdD program.

220. The length of Plaintiff Wright's time at Walden is proof that the promises made by Walden of a three-year, \$34,000 EdD were false. Given the seven years she attended Walden, she has exhausted her GI Bill, and was forced to rely upon student loans to finish her education.

221. For the time she attended Walden, Plaintiff Wright paid \$244,000.

222. Plaintiff also completed one residency course, obtaining the necessary satisfactory grade. For this course, she paid approximately \$4,500, plus hotel, flight and meals for five days.

223. Upon completion of her required doctoral-level courses (for which she received only As), Plaintiff began her dissertation in May 2012. She worked diligently on her dissertation for 21 quarters (six years).

224. However, progress on her dissertation remained elusive for this straight-A student because of the systematic and intentional ways Walden delayed the process.

225. Wanting to be sure that she was using her time at Walden efficiently, Plaintiff started working on her Prospectus in May 2012.

226. Her Prospectus topic was approved in August 2012.

227. When Plaintiff Wright began working on her Proposal, she was initially allowed to communicate and receive input directly from her chair and member which was typically accomplished via email through Walden's Interactive Blackboard System. Plaintiff Wright relied upon such input to gain insight into whether she was headed in the correct direction and to provide her with general pointers.

228. Plaintiff Wright also relied upon Walden's Writing Center, a resource that would assist with confirming her Proposal was complying with APA writing guidelines. Further, Plaintiff Wright could choose an advisor at the Writing Center with the specific background necessary to understand and provide further input on her Proposal.

229. According to Walden's current webpage, students who utilize the Writing Center can receive the following types of input:

### Sample Paper Reviews: Overview

Wondering what to expect from your Writing Center review? Below are the types of assignments we review, along with sample feedback. Feedback will vary among writing instructors but will consist of some of these:

- Explanations of errors
- Links to resources
- Questions or reactions from a reader's perspective
- Recommended next steps
- Revision strategies
- Highlighted patterns
- Models of effective writing
- Video clips to watch

Available at: <http://academicguides.waldenu.edu/writingcenter/paperreviews/samplereviews>

230. Both direct access to her chair and member and use of the Writing Center were important resources, and Plaintiff Wright relied upon them in advancing along the path to finishing her dissertation.

231. Walden, however, took both resources away from Plaintiff Wright and all other members of the Class and Subclasses.

232. On or about January 2, 2015, although it was still a resource available for undergraduate students, Walden abruptly prohibited doctoral students from utilizing and relying upon the Writing Center for their dissertations. Despite taking away this important resource, doctoral students' tuition did not decrease.

233. Prior to that, on or about October 30, 2014, doctoral students were informed about a new procedure in which any contacts for specific advice from their dissertation supervisory committee chair and members could only take place through the MyDR computer application. However, doctoral students were specifically prohibited from using MyDR until they had completed Chapters 1-3 of their dissertations (*i.e.*, their Proposals).

234. This placed Plaintiff Wright and other members of the Class and Subclasses in the untenable situation of needing to complete the first three chapters of their dissertation, one of the most important foundation steps in the dissertation process, before they could use the MyDR service. In other words, despite paying full quarterly tuition for the educational services that Walden said it would provide including, but not limited to, assertions from the Handbook that “Walden intends that dissertation/doctoral study committee members work as a team, directly guiding students through **the proposal**,” Plaintiffs and other members of the Class and Subclasses were now limited to only receiving the most general input on the Proposal. Ex. 31 at 174; Ex. 30 at 259 (emphasis added).

235. This was a substantial hurdle for Plaintiff Wright and members of the Class and Subclasses. In particular, Chapter 3 was the proposed methodology of the dissertation, which was often quite complex (requiring explanations of how to carry out the research, which tools to utilize, how to prepare and conduct meaningful interviews and observations, etc.). For such an important portion of the Proposal (and the dissertation process as a whole), specific input was often necessary to ensure proper methodologies were utilized. Despite this, Walden prohibited Plaintiff Wright and the members of the Class and Subclasses from receiving anything but the most general input from the guidance from their Committee advisers that they had been promised.

236. Further, over the course of Plaintiff Wright’s time at Walden, she experienced innumerable delays, lack of oversight by Walden and multiple instances of faculty members failing to fulfill their responsibilities as dissertation supervisory committee chairs and members due to the hurdles Walden itself placed in the students and faculty’s way. In other words, Plaintiffs has been subjected to, and victimized by, the intentional and knowing scheme of

Walden to prolong the dissertation process so that it could generate additional revenue from its doctoral students. Walden has subjected the other members of the Class and Subclasses to the same scheme, thereby causing them to be damaged in the same manner as Plaintiffs.

237. For example, Plaintiff Wright had difficulties with her first chair James Thomasson. Thomasson consistently exceeded the 14 day turn around, resulting in additional semesters of enrollment. With Thomasson as her chair, Plaintiff Wright submitted numerous complaints through the school's "Positive Progress" program, but received no substantive response from Walden.

238. Finally, she was able to replace Thomasson with Rollen Fowler. However, Fowler's input was inconsistent with her first chair, and basically required Plaintiff Wright to begin the entire process over.

239. Because of the above, it appeared to Plaintiff Wright that graduating from Walden would be impossible. In view of this, she recently transferred to a different university, though of the 120 credits taken at Walden, only 12 transferred. Further, her time at Walden exhausted her GI Bill and most of her financial aid resources, making attending her new school financially more challenging.

240. When Plaintiff Wright left Walden, she was in her seventh year, stuck on her Proposal (only 3/5 of the way towards completion) of what was promised to be a 3-year program.

241. Despite being on a teacher's salary, she is in debt over \$244,000.

242. All Plaintiff Wright wanted to do was serve her country and help others.

243. Further, she's been trying to fulfill her dream of earning her doctorate before her parents pass on.

244. Had Plaintiff been made aware of Walden's abysmally low completion rate, she would not have enrolled in the doctoral program or paid the tuition, residency fees (including travel), supply costs and other fees charged by Walden. Further, had Walden not misrepresented the timeline, costs and hurdles to completing a dissertation or had it disclosed its true scheme, Plaintiff would not have enrolled in or agreed to pay for the educational services offered by Walden. Additionally, had Walden not omitted to inform Plaintiff of the "design" time of its program, she would not have agreed to enroll in and pay for the educational services offered by Walden. Finally, if Plaintiff had been unaware of the lack of infrastructure for the dissertation process and oversight Walden provided to its faculty, she would not have agreed to enroll in and pay for the educational services offered by Walden.

245. Walden intentionally and unjustly prolonged Plaintiff Wright's work toward her doctoral degree and extracted extra tuition payments from her for dissertation coursework that would never have been necessary but for Walden's scheme. Because of Walden's illegal conduct, Plaintiff spent more time and tuition payments than what she had reasonably anticipated she would.

246. Plaintiff Wright's time in Walden has cost her more than money and time, due to the stress that has been placed on her, she suffers pain and physical and mental anguish. She now takes anxiety medication and has seen doctors due to stress. Prior to her time at Walden, she did not need medication or other resources due to stress.

#### **Plaintiff Janet Harrison**

247. Plaintiff Harrison enrolled in the DBA program at Walden in 2008. Plaintiff enrolled in the DBA program the first term Walden offered it.

248. Plaintiff Harrison chose Walden because prior to enrolling, her recruiter informed her the DBA program could be completed in as few as 18 months—six terms. The recruiter also stated that it was possible for students to finish even earlier, but even if that should happen, the student would still need to complete the remainder of the six terms.

249. Plaintiff Harrison relied upon these representations in choosing Walden.

250. Similar promises were made to other DBA students, including that the program’s dissertation process (*i.e.*, DBA 9000 classes) would only last 96 weeks with 40 weeks of dissertation (five dissertation level classes). See, e.g., Ex. 3, 7, 8.

251. These statements and promises, however, were false.<sup>20</sup> Laureate’s current Program Data for Walden’s DBA program explains the DBA program was “designed to take 50 months,” although only 52% of students *who graduated* would do so within that time frame.

**Walden University**  
**Doctor of Business Admin**  
 Program Level - Doctoral degree  
 Program Length - 50 months

**COST**

- Q. How much will this program cost me?\*
- A. Tuition and fees: \$75,931  
 Books and supplies: \$0  
 On-campus room & board: *not offered*

What other costs are there for this program?

For further program cost information [click here](#).

\* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

**SUCCESS**

- Q. How long will it take me to complete this program?
- A. The program is designed to take 50 months to complete. Of those that completed the program in 2014-2015, 52% finished in 50 months.
- Q. What are my chances of getting a job when I graduate?
- A. The job placement rate for students who completed this program is \*%.

\* This institution is not currently required to calculate a job placement rate for program completers.

<sup>20</sup> Indicative of how false this statement is, the Laureate DBA webpage from Dec. 23, 2012 stated that Walden “had fewer than 10 graduates” in its DBA program between July 1, 2010 and June 30, 2011. Walden’s first DBA program class enrolled in 2008. If the time to completion was in fact 96 weeks (2 years), then the number of graduating students should have been much higher.

252. Given Walden was in possession of this data (because it along with Laureate designed this program to allegedly take 50 months), Walden's promises of anything shorter were knowingly false, and made purposefully for prospective and current students to rely upon such false statements.

253. Had Plaintiff Harrison and other DBA students known that the program was designed to take 50 months, they would not have attended Walden and would not have enrolled in Walden's DBA program.

254. Further, the false representations continued while Plaintiff Harrison was in the DBA program, including an email from Dr. Freda Turner who stated, "You will be in DBA 9000 a total of 5 sessions (40 weeks) in order to complete all the required things outlined in the process checklist that I have highlighted below." Ex. 7. DBA 9000 is the dissertation class students enroll in while they complete their dissertation. This email was a promise then to Plaintiff Harrison that it would take her a total of five semesters to complete her dissertation.

255. These representations were false. Instead of the five dissertation classes promised, Plaintiff Harrison is now in her 42<sup>nd</sup> class.

256. Plaintiff is a 3.57 grade point average student who transferred into Walden's DBA program.

257. Despite this, since 2010, she has been stuck on her dissertation, during which Plaintiff Harrison has incurred over \$400,000 in tuition and debt into what was promised to be an 18 month/6 term program.

258. Plaintiff Harrison received only As and Bs in her courses.

259. Upon completion of those required doctoral-level courses, Plaintiff began her dissertation in March 2010. She has received “satisfactory” grades (the highest allowed) in all dissertation classes.

260. However, progress on her dissertation remained elusive for this A/B student because of the systematic and intentional manner in which Walden delayed her.

261. Over the course of Plaintiff’s time at Walden, she experienced innumerable delays, lack of oversight by Walden and multiple instances of faculty members failing to fulfill their responsibilities as dissertation chairs and members. In other words, Plaintiff has been subjected to, and victimized by, the intentional and knowing scheme of Walden to prolong the dissertation process so that it could generate additional revenue.

262. For example, Plaintiff Harrison’s first chair in March 2009 was Dr. Dani Babb.

263. With Dr. Babb as her chair, Plaintiff Harrison spent from March 2009 to May 2013 (four years) writing her Proposal. Although never giving in-depth, substantive responses, all indications from Dr. Babb were that Plaintiff Harrison’s proposal was acceptable and on track for approval. However, Dr. Babb resigned.

264. Dr. Babb was replaced with Dr. James Savard in May 2013. Despite having previously received only positive input on her Proposal from Dr. Babb, Dr. Savard informed Plaintiff Harrison that her Proposal was not acceptable and required her to start over. Dr. Savard also informed Plaintiff Harrison that her previously approved topic was also not acceptable, which required her to change topics. This inconsistent advice between two chairs resulted in four years of lost work for Plaintiff Harrison.

265. Plaintiff Harrison spent the next year attempting to obtain Dr. Savard’s approval of her Proposal. Actually, she spent a year attempting to get him to approve the Purpose Statement and

Problem Statement in her Proposal. Dr. Savard's input, however, was substantively limited, most times advising her to simply review other resources such as a PowerPoint or video, which delayed Plaintiff Harrison's dissertation process.

266. In more detail, the Problem Statement is the first paragraph of the dissertation and is the most difficult to write. Walden has unusually strict rules about how it is written. It must contain specific wording that the committee chair approves. The Problem Statement must be no more than 150 words and must include 1) a "current" hook supported by peer reviewed or government citation less than 5 years old from anticipated graduation date, 2) a "current" data driven anchor supported by peer reviewed or government citation less than 5 years old from anticipated completion date; 3) the general business problem and 4) the specific business problem. Although most students find Walden's interpretations of "hook" and "anchor" difficult to understand, most dissertation committee chairs and members do not explain these requirements; rather, they refer the students to a library of PowerPoint Presentations and videos that are used term after term.

267. The Purpose Statement is the second paragraph in the Proposal. The Purpose Statement must not be more than 200 words, but must include the research method, research design, specific population group, geographic location, and the contribution to social change.

268. If a student does not meet the Problem Statement and Purpose Statement requirements (which are often not explained and subjective to each chair or member), they are sent back to begin repeatedly, often with no input from their chairs other than referral to the above-mentioned PowerPoints and videos. This process results in weeks and weeks of frustrating turn-around on writing two paragraphs.

269. Eventually, Plaintiff Harrison petitioned to replace Dr. Savard. Ex. 40, Harrison Email Exchange (Sept. 1, 2014) ("...I have changed the focus of my study several times simply

because I cannot seem to get any definitive feedback on my work so far.”). After months of back and forth with Walden in which it initially refused to change her chair, Plaintiff Harrison was finally given her third committee chair, Dr. Tim Truitt.

270. Plaintiff Harrison has now just begun working her URR on her dissertation, and yet again is receiving inconsistent input. For example, just this September—after eight years in the program—she received an email from Dr. Truitt advising that because “many Walden DBA students have somehow acquired misinformation,” that they will need to change their methodology.

In the Walden DBA Program, case study research is becoming an increasingly prominent method for exploring business topics. I believe many Walden DBA students have somehow acquired misinformation that using quantitative research methods would expedite their research—and it is becoming very clear that this is not the case. In addition, the Methodologist Team has increased their scrutiny and requirements for the Phenomenological method for doc studies.

In general, the DBA Program is taking a more proactive role by encouraging students to do themselves a favor and go with a single or multiple case study methodology for their doc study work.

Ex. 41, Role of Mentor Email (Sept. 18, 2015). This advice (inconsistent with the input she received for the prior eight years) led to a restructuring of her dissertation and research, and additional lost time and tuition. Further, in May 28, 2015, after seven years in the program, Plaintiff learned that “The bar has been raised” in that the “minimum passing number of points for DDBA 9000 is moving from 700 points to 800 points.” Again, this resulted in additional wasted time and tuition. Ex. 35, Harrison Email Exchange (May 28, 2015).

271. After her time at Walden exceeded five dissertation classes, Plaintiff Harrison began receiving emails that falsely encouraged that graduation might be just around the corner. For example, on March 5, 2013, she received an email teasing “Hello future doctor” and included the false hope that “you can complete this year!!!”:

Hello future doctor,

You are receiving this message as you have completed 5 sessions of 9000. I wanted to alert you to some resources that might be helpful as you complete your DBA program this year. I really like the sound of Dr. and I am confident this can be an accomplishment that you can complete this year!!!

Ex. 33, DBA Email to J. Harrison (March 5, 2013). Walden made such promises knowing enticements were necessary to keep students enrolled in the program beyond its promised end dates.

272. Further, Plaintiff Harrison received a Feb. 19, 2015 email from Dr. Douglas Campbell, a Walden employee who allegedly oversaw the 9000 level DBA dissertation courses. In this email, Dr. Campbell encouraged Plaintiff Harrison with her studies by stating, “The graduation rate for the Walden DBA program is about 72 percent.” Ex. 42, Harrison Email Exchange (Feb. 19, 2015). Upon information and belief, this is a false statement made to entice Plaintiff Harrison to continue in the DBA program.

273. Beyond the above, Plaintiff Harrison’s dissertation committee has also consistently exceeded its 14 day turn around, resulting in additional semesters of enrollment.

274. The above resulted in Plaintiff Harrison paying approximately \$400,000 to Walden for over eight years of a program that was promised to only last six terms.

275. Had Plaintiff been made aware of Walden’s abysmally low completion rate, she would not have enrolled in the doctoral program or paid the tuition, residency fees (including travel), supply costs and other fees charged by Walden. Further, had Walden not misrepresented the timeline, costs and hurdles to completing a dissertation or had it disclosed its true scheme, Plaintiff would not have enrolled in or agreed to pay for the educational services offered by Walden. Additionally, had Walden not omitted to inform Plaintiff of the “design” time of its program, she would not have agreed to enroll in and pay for the educational services offered by

Walden. Finally, if Plaintiff had been unaware of the lack of oversight Walden provided to its faculty, she would not have agreed to enroll in and pay for the educational services offered by Walden.

276. Walden intentionally and unjustly prolonged Plaintiff Harrison's work toward her doctoral degree and extracted extra tuition payments from her for dissertation coursework that would never have been necessary but for Walden's scheme to generate additional revenue and minimize its overhead so that more of the revenue could be spent on marketing to ensnare more students. As a result of the scheme, Plaintiff spent more time and more tuition payments beyond what she had reasonably anticipated she would have had Walden not engaged in its illegal conduct.

277. Plaintiff Harrison's time in Walden cost her more than money and time, due to the stress that had been placed under due to the continuous loop of denying her dissertation, she suffers mental anguish. She has lost eight years of her life, endured enormous stress and anxiety, and compromised her career growth.

#### **Plaintiff Pete Holubz**

278. Plaintiff Pete Holubz III is a product manager (and soon to be director) at First Data, working in electronic payments.

279. Plaintiff Holubz enrolled at Walden in November 2010 in the DBA program. While attending Walden, he suffered many of the same hurdles as Plaintiff Harrison, who was also a DBA student.

280. Prior to enrolling, Walden recruiters informed Plaintiff Holubz that it normally would take 2-3 years to finish the DBA program. The recruiter also advised that since he graduated from Kennesaw State in 2000 with his MBA, that some of his credits would transfer (so long as

he enrolled at Walden within 10 years of graduating—which he did), and that this would speed up the process for him.

281. While enrolled in the DBA program, Plaintiff Holubz attended two residencies in Georgia on March 23-27, 2011 and Sept. 26-Oct. 2, 2011, for which he paid approximately \$935 for each, plus travel and meals. At one of these residencies, he was provided materials which explained the dissertation process would take only five terms or 40 weeks. Ex. 14, The Journey.

282. Plaintiff Holubz relied upon the above representations in attending and remaining enrolled at Walden. Prior to enrolling, he considered several online universities. Walden's DBA program was the quickest, and being able to complete his DBA in 2-3 years (or less with transfer credits) was important in his choice of schools.

283. Further, and as discussed above for Plaintiff Harrison, similar promises were made to other DBA students.

284. These statements and promises, however, were false. Laureate's current Program Data for Walden's DBA program explains the DBA program was "designed to take 50 months," although only 52% of students *who graduated* would do so within that time frame.

**Walden University**

**Doctor of Business Admin**

Program Level - Doctoral degree  
Program Length - 50 months



**COST**

**Q.** How much will this program cost me?\*

**A.** Tuition and fees: \$75,931  
Books and supplies: \$0  
On-campus room & board: *not offered*

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What other costs are there for this program?

For further program cost information [click here](#).

\* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

**SUCCESS**

**Q.** How long will it take me to complete this program?

**A.** The program is designed to take 50 months to complete. Of those that completed the program in 2014-2015, 52% finished in 50 months.

**Q.** What are my chances of getting a job when I graduate?

**A.** The job placement rate for students who completed this program is \*%.

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\* This institution is not currently required to calculate a job placement rate for program completers.

285. Given Walden was in possession of this data (because it along with Laureate designed this program to allegedly take 50 months), Walden’s promises of anything shorter were knowingly false, and made purposefully for prospective and current students to rely upon such false statements.

286. Had Plaintiff Holubz and other DBA students known that the program was designed to take 50 months, they would not have attended Walden and would not have enrolled in Walden’s DBA program.

287. Plaintiff is a 4.0 grade point average student in Walden’s DBA program, and has received “satisfactory” grades (the highest allowed) in all his dissertation classes.

288. Despite this, since early 2012, he has been stuck on his dissertation. For the six years he attended Walden, Plaintiff Holubz incurred over \$131,552 in tuition and debt for what was promised to be a 2-3 year/five dissertation class program.

289. Over the course of his dissertation, he experienced innumerable delays, lack of oversight by Walden and multiple instances of faculty members failing to fulfill their responsibilities as

dissertation chairs and members. In other words, Plaintiff has been subjected to, and victimized by, the intentional and knowing scheme of Walden to prolong the dissertation process so that it could generate additional revenue from its doctoral students.

290. With delays due to a lack of oversight, Plaintiff Holubz has been unable to advance beyond the Proposal stage (just the third stage of the five-stage dissertation process). Such delays include being the victim of inconsistent and delayed feedback from his dissertation committee, repeated rubric changes and delays due to MyDr.

291. For example, after his chair approved his Proposal (after numerous submissions), Plaintiff's member returned it with over 300 requests to change. How the chair could believe the Proposal was acceptable, only to have the member find 300+ changes/errors within the same document shows the inconsistency of the process. Nonetheless, Plaintiff Holubz addressed these 300+ changes, even hiring an outside editor to assist him, and submitted a revised Proposal to his chair again. During this process, a glitch in MyDR held up the review process for 3-4 weeks (it identified his Proposal as a plagiarism risk *in view of his prior Proposal*) resulting in additional tuition and fees. Once the MyDR issue was addressed, and the chair approved his Proposal, it was sent to the member again. Despite addressing all 300 previous concerns, retaining an outside editor and gaining the chair's approval *again*, the member allegedly found 200 additional changes to be made, though such changes were riddled with inconsistencies from his prior review.

292. Unfortunately, if things continue in this manner, he will need to withdraw after this semester...six years into his promised 2-3-year program.

293. Had Plaintiff been made aware of Walden's abysmally low completion rate, he would not have enrolled in the doctoral program or paid the tuition, residency fees (including travel),

supply costs and other fees charged by Walden. Further, had Walden not misrepresented the timeline, costs and hurdles to completing a dissertation or had it disclosed its true scheme, Plaintiff would not have enrolled in or agreed to pay for the educational services offered by Walden. Additionally, had Walden not omitted to inform Plaintiff of the “design” time of its program, he would not have agreed to enroll in and pay for the educational services offered by Walden. Finally, if Plaintiff had been aware of the lack of oversight Walden provided to its faculty, he would not have agreed to enroll in and pay for the educational services offered by Walden.

294. Walden intentionally and unjustly prolonged Plaintiff’s work toward his doctoral degree and extracted extra tuition payments from him. As a result of the scheme, Plaintiff spent more time and more tuition payments beyond what he had reasonably anticipated he would have had Walden not engaged in its illegal conduct.

295. Ironically, Plaintiff Holubz was just informed that he has been selected by “Academic Affairs” to be a member of Walden’s Honor Society.

Due to your current academic standing in Walden's School of Management, you have been selected by Academic Affairs to become a member of the **Walden University Nu Rho Chapter** of the International Business Honor Society, **Delta Mu Delta** (DMD). This invitation is extended only to Walden University business students who have completed 75% of courses, are in the top 20% of their respective coursework, and have a minimum GPA of 3.75 as of the last semester.

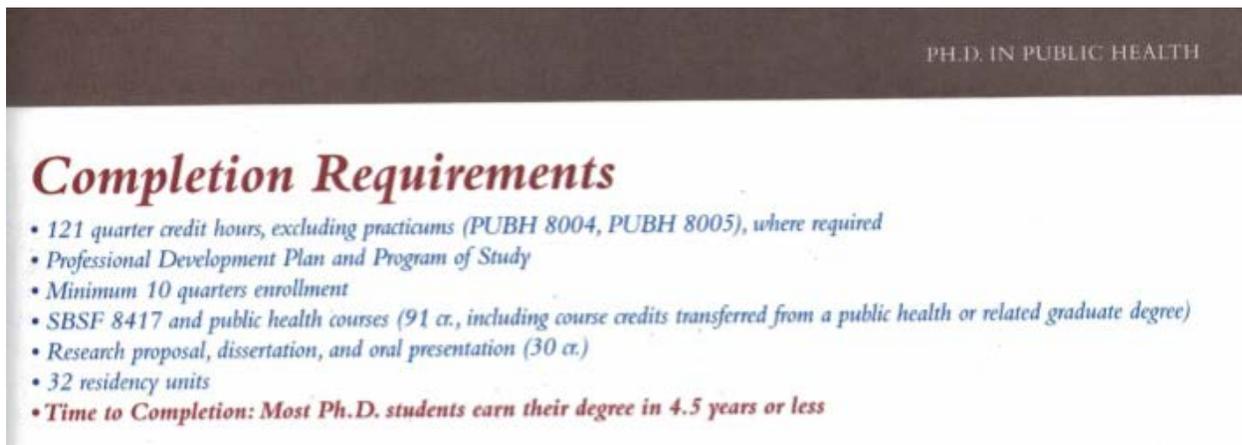
Ex. 43, Holubz Email Exchange (Nov. 17, 2016). The previous year, Plaintiff Holubz was invited to join the Golden Key honor society. It is telling that not even a straight-A, honor-society student can complete the Walden dissertation process in the time promised, let alone complete the program at all.

**Plaintiff Dr. Kelly Gardiner**

296. Plaintiff Dr. Kelly Gardiner is a Psychiatric Mental Health Nurse Practitioner and Board Certified Psychiatric Clinical Nurse Specialist who has worked in mental health for over 25 years. Dr. Gardiner works at the Community Mental Health Department where she specializes in treating people with chronic and persistent mental illness along with neurological conditions such as brain injuries, Parkinson's, dementia, multiple sclerosis and seizures. Dr. Gardiner is well versed in complimentary medicine for pets and people and has a background in neurology.

297. Plaintiff Gardiner enrolled at Walden in 2006 in the PhD in Public Health program, focusing on Community Health and Education.

298. In 2006, Plaintiff Gardiner and her husband attended a Walden seminar at the Renaissance Center in Detroit, Michigan. In providing the costs of tuition for the doctoral programs, the seminar speaker explained that it would cost \$43,000 to obtain a PhD in Public Health. Plaintiff also received a 2005 booklet from Walden at orientation that stated most students take 4 ½ years or less to obtain a PhD in Public Health.



Ex. 18, Walden Viewbook (excerpts) at 108.

299. Plaintiff relied on these representations in enrolling and continuing in Walden's PhD in Public Health Program. Specifically, she chose this program due to the represented cost and length of time to completion.

300. Walden’s representations were false. As the Laureate webpage for Walden’s PhD in Public Health Program from Feb. 12, 2015 provides, the program was “designed to take 66 months” although only 37% of students who graduated completed the course in that time.

**PhD in Public Health**  
 Program Level - Doctoral degree  
 Program Length - 66 months

**COST**

Q. How much will this program cost me?\*

A. Tuition and fees: \$49,200  
 Books and supplies: \$3,258  
 On-campus room & board: *not offered*

What other costs are there for this program?

For further program cost information [click here](#).

\*The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

**SUCCESS**

Q. How long will it take me to complete this program?

A. The program is designed to take 66 months to complete. Of those that completed the program in 2012-2013, 37% finished in 66 months.

Q. What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program in 2012-2013 is \*%.

\* This institution is not currently required to calculate a job placement rate for program completers.

Ex. 27, Laureate PhD in Program Date for Public Health (Feb. 12, 2015).

301. Given Walden/Laureate designed the PhD in Public Health program to take 66 months, promises of obtaining a degree in a shorter time frame (especially when only 37% of the students that graduated did so in less than 66 months), were false and knowingly made to entice students to further his or her education at Walden University.

302. Worse, although Walden/Laureate represented in Feb. 2015 that it would cost \$49,200 in tuition to complete this program, just a year later in 2016 when the page was updated, it raised the estimated tuition to \$70,563 (a more than \$21,000 increase), while allegedly shortening the program “designed” time three months.

**Walden University**  
**PhD in Public Health**  
 Program Level - Doctoral degree  
 Program Length - 63 months

**COST**

Q. How much will this program cost me?\*

A. Tuition and fees: \$70,563  
 Books and supplies: \$3,710  
 On-campus room & board: *not offered*

What other costs are there for this program?

For further program cost information [click here](#).

\* The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.

**SUCCESS**

Q. How long will it take me to complete this program?

A. The program is designed to take 63 months to complete. Of those that completed the program in 2014-2015, 30% finished in 63 months.

Q. What are my chances of getting a job when I graduate?

A. The job placement rate for students who completed this program is \*%.

\* This institution is not currently required to calculate a job placement rate for program completers.

Ex. 29, Laureate PhD in Public Health Webpage (current). Walden's flexibility in changing its data proves the tuition estimates and times to completion promised to students (hoping students rely upon these false numbers to enroll into the PhD in Public Health program) were false.

303. Had Plaintiff Gardiner and other PhD Public Health students been informed by Walden that the PhD in Public Health program was designed to take 66 months, they would not have attended Walden. Further, given that less than 37% of students who graduated even finished the program within that time frame, a 66-month time frame is still too short.

304. Further, Walden's statement in its 2006 catalog on the PhD in Public Health page that "Most Ph.D. students earn their degree in 4.5 years or less" is demonstrably false in view that less than 37% of students *who graduated* did so in 5 ½ years.

305. Even further, the statement that "Most Ph.D. students earn their degree..." implies that the graduation rate of all Walden PhD in Public Health students (as well as doctoral students altogether) exceeds 50%. This unqualified statement necessarily includes students who unenroll. As alleged above, the doctoral graduation rate is much lower (upon information and belief about

10%). This emphasizes that Walden made many false statements, including misinforming its students about the ultimate graduation rate of doctoral students, hoping students would rely upon such false statements to enroll in Walden's PhD in Public Health program (indeed, in any doctoral program).

306. Plaintiff Gardiner enrolled in her doctoral program in September 2006.

307. Upon completion of her required doctoral-level courses (for which she received a 3.7 GPA), Plaintiff began her dissertation on *Variables that Contribute to Colorectal Cancer Screening in People with Chronic and Persistent Mental Illness Who Receive Services from a Community Mental Health Agency*. While in her dissertation classes, she has received the highest grade allowed (satisfactory).

308. Plaintiff Gardiner also completed four residency courses, obtaining the necessary satisfactory grades to advance from each of those courses. For two of her residency courses (in Dallas, Texas and Miami, Florida), Plaintiff Gardiner paid approximately \$2000 (including hotel, flight and meals for five days). To save money, for her third residency, she drove to St. Charles, IL, and spent about \$600 for a four-day residency. For her fourth residency, she could attend online.

309. However, progress on her dissertation remained elusive for this 3.7 GPA student because of the systematic and intentional manner in which Walden delayed her.

310. Over the course of Plaintiff's time at Walden, she experienced innumerable delays, lack of oversight by Walden and multiple instances of faculty members failing to fulfill their responsibilities as dissertation chairs and members. In other words, Plaintiff has been subjected to, and victimized by, the intentional and knowing scheme of Walden to prolong the dissertation process so that it could generate additional revenue from its doctoral students.

311. For example, Plaintiff Gardiner's Prospectus was approved by her chair Dr. Francavillo and her committee member Dr. Williams in July 2014. She then submitted it to Dr. Pete Anderson (a newly added committee member), who rejected the Prospectus, stating:

These RQs are not sufficient for a dissertation at Walden. You need to test the relationships between at least 2 variables - what you have here is a simple description of care provided. Please discuss this with your chair and revise your RQs and HYS.

Ex. 44, Gardiner Email Exchange (July 20, 2014). Dr. Anderson did not just reject Plaintiff Gardiner's Prospectus, he in essence rejected the last "several quarters" of input and approvals from both her chair and member. *Id.* As Plaintiff Gardiner replied to the Program Director:

Imagine my shock when both my committee members approved my prospectus after 4 semesters only to have Pete tell me that it was not PhD level work.

*Id.* Through this inconsistent feedback due to Walden's lack of supervision, Plaintiff Gardiner lost four semesters of time.

312. Even further, after eight years of work (taking only two semesters off during the entire 10 years due to deaths in the family), Walden told Plaintiff Gardiner she was allegedly not making academic progress (though it was through no fault of her own), and threatened to unenroll her. Only after taking additional time out to send a letter to the Dean explaining the numerous delays due to lack of oversight, was she allowed to continue pursuing her degree.

313. Had Plaintiff been made aware of Walden's abysmally low completion rate, she would not have enrolled in the doctoral program or paid the tuition, residency fees (including travel), supply costs and other fees charged by Walden. Further, had Walden not misrepresented the timeline, costs and hurdles to completing a dissertation or had it disclosed its true scheme, Plaintiff would not have enrolled in or agreed to pay for the educational services offered by Walden. Additionally, had Walden not omitted to inform Plaintiff of the "design" time of its program, she would not have agreed to enroll in and pay for the educational services offered by

Walden. Finally, if Plaintiff had been aware of the lack of oversight Walden provided to its faculty, she would not have agreed to enroll in and pay for the educational services offered by Walden.

314. Walden intentionally and unjustly prolonged Plaintiff Gardiner's work toward her doctoral degree and extracted extra tuition payments from her for dissertation coursework that would never have been necessary but for Walden's scheme to generate additional revenue and minimize its overhead so that more of the revenue could be spent on marketing to ensnare more students. As a result of the scheme, Plaintiff spent more time and more tuition payments beyond what she had reasonably anticipated she would have had Walden not engaged in its illegal conduct.

315. Plaintiff Gardiner's time in Walden cost her more than money and time. Because of the continuous loop of denying her dissertation, she suffers mental anguish and has compromised her career growth.

#### **Plaintiffs' Experiences are Common at Walden**

316. Plaintiffs' experiences mirror those of thousands of other students. A comprehensive collection of such complaints are located at: <http://www.complaintboard.com/walden-university-14025.html> and <http://gotaclassaction.com/walden-university-and-laureate-education-inc-named-in-class-action-lawsuit-over-systematic-prolonging-of-the-thesis-and-dissertation-process/>. Some of the more relevant complaints are reproduced below, all focusing on the unfair workings of Walden's dissertation process.

bonniea2  Send email

Sep 18, 2016

### Walden Doctoral Program

Like many of you, I have a similar story regarding the amount of money I am now in debt. I have recently graduated with my PhD. However, the process of reaching this milestone was prolonged by the dissertation process. I am now 178,000 in debt. I want to join this class action suit because of the unethical practices of this University.

Acts333  Send email

Sep 7, 2016

### Doctoral in DNP

I've been in this program since 2009 and have seen professors quit, Chair persons change, courses added, e-mails disappear, conflicts in time zones and so many other excuses. Walden should be reported to the Department of Education. Their headquarters in Minnesota should be reported to the Attorney General in the state. Their practices and recruitment should be investigated. What is the percentage of African Americans who take courses are graduating more quickly than other groups. What political connections did they have with Bill Clinton. A major law suit should be filed in all 50 states to recover hundreds of millions today dollars this university has taken from hard working citizens

juledefelice  Send email

Sep 6, 2016

### Way Too Much Money; No Returns On My Investment Yet

Wow, I have been experiencing some of the same problems notated above.

I am stuck in the proposal phase of my Ed.D degree at Walden.

After comparing rubrics, I submitted to the URR now 4 times, I have passed sections previously that are now deemed as not passing. I had a problem in the very beginning of this journey with a chair person who lived across the globe from me. We were 8 hours apart. How can I make progress when we live in time zones that far apart??? After a fight to get a change, I got an awesome person to help me, but now my URR, who was friends with the first chair person is making my life unbearable. I receive mixed communication and now a grade that keeps changing from draft to draft. My chair and 2nd seems to think the proposal is just fine, but every time the URR gets it, she says it is not. I am spending mega bucks and now have school loans that are in the \$100K+. I would love to be part of this class action lawsuit. I think there is a scam someone going on here. I would also like to be reimbursed for all the money I have spent when there has not been progress made towards graduation.

kerrnonne42  Send email

Sep 4, 2016

### Walden University

I am 287,000 in debt. If I continue with the PhD program in psychology it would take another year or two. I am stuck in proposal, and there is absolutely no help with regard to methodology. I have never defaulted on a loan in my life, and I can't imagine how I will pay off a house. I had to take plus loans. They are not eligible for income based repayment. I am going back to work as a counselor. It took 6 years to spin my wheels, and lose everything. I am suffering from depression. What is happening in this country? How could the federal government even fund this program? This is awful. The residencies were expensive. I had to leave my job to complete 2,750 hours of clinical full time, and needed to take more loan money. This is just awful. Unfortunately, I am losing hope that the government will do anything about this. I need help. I have been in the program from 2010.

amhPhd\_Scam  Send email

Aug 24, 2016

### 11 Years PhD Program \$200k in debt

Began my doctorate program with Walden University in September 2003. Completed all required course work before beginning the dissertation process. Problem!!! The course work (mostly independent white papers on a sundry of business management topics) did NOT prepare me for the dissertation process. Why? Walden knew that if they had prepared its ABD (all but dissertation) students with significant courses related to the PROCESS of writing a dissertation (URR, ethical reviews, etc.) they would not make as much money. Fast forward to 2009 - my dissertation process took me two years to complete. Why? My dissertation chair refused to accept my methodology. So I changed it. Then, another member of the dissertation committee (brought on 1 1/2 years later) felt that he didn't like my research - even the title! THEN . . . the another member of the committee suddenly left the university. University failed to notify me; but, I couldn't move forward until the committee member was replaced (all the while, I'm being required to pay tuition). I did complete the program . . . 11 years and \$200k in debt (my credit is so messed up). Why did I continue to attend Walden? At the point in which I knew that the school was scamming me - it was too late. I had to complete it (borrowing from parents, taking out credit cards to pay tuition, deeper and deeper into debt). It was better to have my doctorate, than not to have my doctorate.

JJanaii  Send email

Aug 24, 2016

### Walden's Doctoral Program

I have a similar story as those written here. I have been a part of the doctoral program at Walden going on five years now and every year I was vocal about the waste of time with the two years of "coursework" that I learned absolutely nothing. Then starting the project study process I really started noticing the scam beginning. I had three chairs up to this point and after working on just the proposal phase for two years I am going nowhere. I hired an outside publisher to help me through the process but even that is not really helping as much as I thought it would. I am on my third round of proposal approval and one round of URR. I am almost \$200,000 in debt with my undergrad and other degree loans. Walden alone is \$100,000. I will be glad to be a part of a class action lawsuit!

Mari

cassie32368  Send email

Aug 24, 2016

### Walden Fraud and still no Ph.D

I began my Ed.D quest in 2011 and began to work on my dissertation in 2014. They prolonged approval at the dissertation stage at which I knew it was going to be an uphill battle. I requested a new chair because I knew my work was of quality. I'm now thousands of dollars in debt! I pray that these predatory practices at Walden University are looked into by the White House

KNWMN  Send email

Aug 20, 2016

## Let's get this law suit against Walden off the ground

I have been communicating with students as angry at Walden as I am. Time to move this lawsuit forward.  
Greetings:

Last week I twice spoke with an experienced reporter from a major newspaper. They are very excited about running with this story. It can be perhaps on the same level of fraud and corruption as the for profit Corinthian College. I have told the reporter my story, and have three others lined up to speak with her next week.

Please send me your story with Walden. I'll forward it to the reporter with your email contact info and she'll reach out to you. We students are doing this to attract the attention of a lawyer. Let's get this thing going.

My story goes like this. I started my Doctorate with Walden in 2008. All went well and my Chair approved my study and I was to start my University Research Review (URR) in December 2011. My chair was then dismissed by the university and I was given a new Chair and a new Second. My second required that I start my study all over. Three years late in 2014 my Chair was about to approve me to start URR again. Then that chair was removed and I again received a new Chair and new Second. The new second was not assigned until about 6 weeks into the class. The very next day my father-in-law died so not much progress was made during that semester. The next semester I was again approved to begin URR and the university dismissed me for lack of progress. I made URR and they call that a lack of progress?! So here I am over \$100K in debt, having had my study formally approved twice by two different chairs, yet I have no degree.

KNWMN  Send email

Aug 2, 2016

## Let's sue Walden

Zkeithnewman@yahoo.com

My Walden story begins in 2008 and all went well until January 2012. I had just (in December 2011) been approved to begin the URR phase of my doctoral program. Walden dismissed my chair, assigned a new one, and I had to start all over. In 2015, after accruing 3 more years of debt my chair was about ready to approve me to start URR again. Guess what!?! They changed my chair again. I stayed with it and was approved to start URR but am now too old and too far in debt to continue at Walden. After 8 years I have nothing but a debt that will not disappear until I am 70.

Please, let us join together. Contact me at my yahoo email address and let's get going.

760student  Send email

Jun 30, 2016

## to much time in doctoral study stage

I have had two chairs, 3 second committee members. I was told to use the Walden university writing center to get my doctoral study paper APA compliant. I did and my chair said they did a bad job. Each second committee member required 1000's of changes to my document and I made the changes, once complete I would have a new second committee member. I ran out of money using approved APA editors and my document would still get kicked back. This needs to stop, I just want to finish and graduate.

sbealldavis  Send email

Jun 7, 2016

**Walden University Unethical and Fraudulent!**

Please add me to the Walden Class Action Law Suit! I started Walden's doctoral program in 2007 and now it's 2016. I have a 3.7 GPA in course work completed, all residences completed plus extra, submitted my prospectus waited almost 3 months @ over \$4k per quarter to get a URR assigned, wrote my initial proposal- rejected but comments were needs minor changes and organization. As time went on I kept re-submitting and getting comments that just a few more changes. I hired an editor, have paid several hundred dollars to get help and each time I'm told how wonderful the paper is but just make these few changes and you'll move forward. I'm more than \$200,000.00 in debt now government loans and 40,000 in personal loans. I'm 60 years old now and still no degree nor moving pass URR. There has also been instances where the 14 day review period took more than 20 days pushing me into another quarter adding more debt to the already enormous debt. Lies, deception and false hopes is what I've experienced. I have lots of documentation. Please add me to the lawsuit, the legacy I once dreamed of leaving for my children and grandchildren has been destroyed. I'm still waiting for Walden to create a way to remove me from the school or continue to drain me until I can't get another loan to continue. They've told me that if I take a leave of absence, I more than likely can't get back I'm now another \$8000 in debt to them trying to complete the Summer session to get pass the URR. They are predators the approval of the proposal process has been going on since 2014 now...See below

Student resubmits Proposal committee rubric analysis Jun 02 , 2016  
 Proposal not ready for URR Approval May 21 , 2016  
 Student resubmits Proposal committee rubric analysis Apr 25 , 2016  
 Student resubmits Proposal committee rubric analysis Apr 22 , 2016  
 Proposal not ready for URR Approval Apr 11 , 2016  
 Student resubmits Proposal committee rubric analysis Mar 30 , 2016  
 URR Denies Proposal Feb 22 , 2016  
 Proposal ready for URR Approval Feb 12 , 2016  
 Student resubmits Proposal committee rubric analysis Feb 02 , 2016  
 Proposal not ready for URR Approval Nov 10 , 2015  
 Student resubmits Proposal committee rubric analysis Nov 01 , 2015  
 Proposal not ready for URR Approval Oct 23 , 2015  
 Student resubmits Proposal committee rubric analysis Oct 20 , 2015  
 Proposal not ready for URR Approval Sep 10 , 2015  
 Student resubmits Proposal committee rubric analysis Aug 27 , 2015  
 Student resubmits Proposal committee rubric analysis Aug 27 , 2015  
 Student resubmits Proposal committee rubric analysis Aug 27 , 2015  
 Proposal not ready for URR Approval May 13 , 2015  
 Student resubmits Proposal committee rubric analysis Apr 21 , 2015  
 Student initial submits Proposal for committee rubric analysis Apr 19 , 2015  
 Program Director Approves Prospectus Jan 12 , 2015  
 Prospectus Ready for PD Approval Dec 30 , 2014  
 Student resubmits Prospectus for committee rubric analysis Dec 10 , 2014  
 Student resubmits Prospectus for committee rubric analysis Dec 09 , 2014  
 Prospectus not ready for PD Approval Dec 08 , 2014  
 Student initial submits Prospectus for committee rubric analysis Dec 08 , 2014  
 Student initial submits Prospectus for committee rubric analysis Nov 10 , 2014

Minglee1!  Send email

May 12, 2016

## Doctorial program

I have many of the complaints as most of collogues. I entered Walden University 2011, did very well through the course work and earned 4.0. Once I entered the doctorial program (5 stages to complete) its been one disaster after another. Assigned to a verbally abusive professor and proving derogatory statement were made through email and phone conferencing, I was transferred to another professor. Unfortunately the first abusive professor is the "head" of the department and over sees everyone. Therefore, not a lot changed except the second refused to speak with me without a committee and he is always "super" nice without productive feedback. After 3 months in the first stage, he sent me an email to move forward ....task stream had passed my prospectus with 3/5 points. Only to receive an email 4 weeks into the course 2nd stage that stated the "committee" my previous professor said I did not pass. Eventually, he gave me a U I had to take off a semester and fight to get back in. Returning 6 months later, I hired a professor on a doctorial committee in another state to review my prospectus- she did and stated there were a few errors that needed corrections . For 12 weeks the Walden professor returned my paper with "minor" problems and stated major improvements....etc. Ten days prior to the semester ending I submitted my paper, it was not returned until 5 days AFTER the course ended stating I received another U and I should rewrite my entire paper. I also have a problem with the course survey that MUST be completed 5 days prior to the course ending or you will not get a grade. I was told they are confidential, but I know for a fact that the professors do reading them prior to grading. 5 years in I have run out of money and still no degree.

syndibradley  Send email

May 9, 2016

## Unfinished EdD Dissertation

Please let me know if there is in fact a class action law suit against Walden University. I too began the EdD process in 2008. When I began working on the dissertation, my initial 1st Chair person fell off the face of the earth after 2 semesters, and 2 weeks into the 3rd semester, the head of the department began asking us questions of this Chair person's whereabouts. Within the next 2 weeks, we were added to another Chair person's caseload. She didn't approve of the proposal I had already completely (nearly) established with the missing Chair person. So, I began with a completely new topic. I never received positive feedback and she refused to talk to me until I had completed the 1st section. Well, after 3 semesters with her, I requested a new Chair. Denied. So, I took a 6 month break. Upon returning, same Chair person. After 1&1/2 semesters more with her, they finally granted me another Chair person. This Chair person loved my new (3rd) topic and we worked for 18 months to finally get to the URR. The URR loved the proposal, gave feedback and I worked for 4 weeks to revise and resubmit. When I resubmitted, I was informed I had a new URR. Then 2 weeks later I was informed I had yet another new URR. This 3rd URR person finally after 33 days returned the proposal with over 300 negative comments. My Chair quit and they gave me a 4th Chair person and another new URR. I cannot do this anymore. This is ridiculous. I would love to know if there is really a class action law suit against this institution. I can be reached at syndi.bradley@yahoo.com Thanks, Bradley.

khen2011  Send email

Mar 29, 2016

## Walden University

I enrolled in a doctorate program at Walden University in 2011 and I am still working with my chair to revise and edit my project study. Each semester, I may have two to three opportunities to receive feedback from him. According to the project study guide, the committee members have 14 days to provide feedback. My chair takes all 14 days to provide feedback and the feedback is inconsistent. I contacted the advisory team and was told it often takes multiple years to complete the project study. However, when being recruited, I was told it was a 3-year program (most students complete in 3 years). Even after contacting the program director, little has changed, with the exception of upsetting the committee members. I think I was misled.

Fer2848  Send email

Mar 20, 2016

### Walden University Purposely Prolonges Degree Programs

I have many of the same complaints listed below. I enjoyed my coursework at Walden with a high grade point average. However, after almost 2 years my proposal still is incomplete. My committee chair gives pitiful feedback, and I usually have to request it be sent back after 14 days. When I raised concerns, nothing was done. It is unacceptable to be spending \$20,000 a year for an advanced degree when staff are not fit for helping students succeed!

kitd  Send email

Mar 19, 2016

### Unresponsive Faculty and Administration

I was enrolled in Walden for two semesters. Despite have been very successful in traditional graduate programs, I was unable to get my initial proposal approved, but never received clear rationale for the rejection. It took my first "mentor" 6 weeks to respond to me and when he finally did his communication skills were so circular that I could not understand what he was saying. I asked for a transfer. Several months later I was assigned a new adviser, but this one was no more responsive than the first. So - I paid for two semesters through student loans that were completely useless. I made numerous efforts with the administration to resolve this issue, with no success whatsoever. I've had this loan on my back for 20 years. Walden's promises are fraudulent.

hateful  Send email

Dec 24, 2015

### PhD holdup Walden University

Working on PhD for years, kept having to rewrite, get approval, then told to rewrite what was all ready approved a few versions back. Finally, after a year with one advisor and approval, I was told by a new member I would have to start over again because it wasn't a PhD type of study. Now, I'm continuing the process and \$250,000 in debt which I will never get back in promotions, etc.

They say it costs \$43,000 to get the PhD which is a lie. It also takes a long time to get 4 residencies and all of the credits needed THEN years more for the rest of it.

Nightmarish. Was a great school until the PhD itself began, then horrible and a rip off. Biggest mistake of my life, time and money lost with no gain. Need to finish it now, I'm stuck and cannot transfer and have to just play the waiting game registering for one 6 credit class each semester until I'm done. (6 credits is a lot of money)

Hope this helps someone.

Jimmy

rpb250  Send email

Nov 30, 2015

### I want to join Walden class action lawsuit

I would like to join this class action suit against Walden University. I have experienced the same issues. I started the DBA program in 2012 and was told it would take 2-3 years to complete due to credits received from the MBA program. The guidelines and requirements changed so many times that I have had to start over again and again. January 2015, after my chair resigned, I had to start over yet again. Now, my student loans have maxed out and I have no more money to complete the degree. I am 100K in debt, with nothing to show for it. I feel like I have wasted 3 years. I complained to the director of our program, and her solution was for me to pay to attend ANOTHER DBA Intensive and really focus on writing. What kind of answer is that? She did not speak to or address any of the issues I raised: continuous changes, wasted tuition dollars, inability to make progress through the program, inconsistencies in expectations. We are still working on the proposal 3 years later. I should be finished by now. I was misled. I am very unhappy with the results of the DBA program.

hokieskb  Send email

Nov 6, 2015

### Same Story

My story matches the others on this page. I completed the coursework for my Ed.D. with a 4.0 gpa. I spent approximately 7 years trying to get my dissertation completed and was simply spinning my wheels. During that time I had 3 different Committee Chairs, 2 different 2nd committee members and 2 different URR Committee members. Ever change in member brought on more and more changes in the dissertation. I finally ran out of money and had to stop. I made the comment to my last Committee Chair several times that it seemed as if Walden was simply trying to keep me in their program so they could continue collecting tuition. It is so sad to me that a institution can get away with this the way they have. Everyone's story is exactly the same. I definitely would like to be part of a class action suit against them!

bikerbabe1  Send email

Sep 24, 2015

### Walden is all about money

I, too, am a Ph.D. in candidate. I, too, have completed all course work. I have been working on my proposal for at least five years and have had two committee chairs. I discovered that my last chair had not even been reading my proposal. I had to hire a private coach to assist me with my proposal. I am over \$70,000 in student loans. My student loans are at their limit so we have had to take money out of our house to finance this term. I have a call into the attorneys as well. I do hope they call me soon.

jabralyn3  Send email

Sep 12, 2015

### 6 Figures in Debt Thanks to Walden University

I enrolled in the Ed.D program at Walden University in 2009. Here it is, 2015 and I still do not have my Ed.D. I had advanced to the URR stage of my dissertation. During one submission, I was told that adequate progress was being made. During another submission, many negative comments were made to my proposal draft. Seemingly, this process went back and forth forever. When I finally reached the URR stage of my dissertation, would you believe there were over 100 negative comments made after it was supposedly reviewed by my primary Chair? I have the documentation to support this accusation. There's so much more to report. I was told by Walden's Financial Department that I had exhausted all of my funds causing me to opt out of the Ed.D program. Therefore, considering the small amount of financial aid I had left, it was suggested that I attend the Capstone course to obtain an Ed.S from Walden University. I exhausted so much TIME and MONEY on an Ed.D that I may not ever get the opportunity to receive. I am 6 figures in debt thanks to Walden University. Can you imagine how long it would take me to payoff a student loan of this caliber? I feel that I am a victim of an educational fraud. I'm interested in joining other past and present colleagues of Walden University in the event there's a Class Action Law Suit against Walden University. mclaurinann@gmail.com 9/12/2015

Unhappy Walden Customer  Send email

Jun 14, 2015

### Fraud at its finest

This "school" is the most unethical, predatory online business in existence today. I was informed that my doctoral program would take on average between 3-4 years to complete barring any unforeseen life emergencies and would cost approximately \$45,000. Six years of continual enrollment and almost \$250,000.00 of student debt later, I am still stuck in the never ending, perpetual cycle of dissertation classes. The feedback is non-existent for these "courses" and the instructor doesn't even bother to check in to the class anymore. The discussion forums, questions for instructor, etc. are literally bare with the exception of student complaints and questions regarding feedback for dissertation drafts submitted months ago. Proactive attempts to reach out to advisors, department chairs, etc. will typically receive no response or they are forwarded with no resolve. Enrolling in Walden was unquestionably the WORST mistake that I have ever made. I am currently shopping legal counsel. THE FRAUD MUST STOP!

317. Walden cannot claim it is unaware of these complaints. Besides responding to student concerns on websites such as the Better Business Bureau (see, e.g., April 6, 2015 BBB page concerning “rumored ‘common’ practice of Walden to delay Doctoral Students,” with Walden response of, “Walden strongly denies that there is any ‘common practice’ or any practice at all to delay doctoral students.”), it also responded to some of the above complaints in the Complaint Board forum.

Walden University  [Send email](#)

Sep 7, 2016

### Contact Walden University

At Walden University, we take the concerns and experiences of our students very seriously, and wish to hear from you if your experience did not meet your expectations, so that we can work with you to try to resolve your concerns. If you would like to discuss your specific situation, we are here to help you. If you are a current student, or attended Walden within the past year, please contact [studentaffairs@waldenu.edu](mailto:studentaffairs@waldenu.edu) and provide us with your name, student ID, program of study, location, and specific details of your situation, and one of our school managers will contact you.

If you are a former Walden University student who last attended Walden more than one year ago, please contact [formerWUstudent@waldenu.edu](mailto:formerWUstudent@waldenu.edu) and provide us with your name, student ID, program of study, dates of enrollment, location, and specific details of your situation, and a Walden representative will contact you.

Thank you.

### **MISREPRESENTATIONS MADE BY WALDEN TO ITS STUDENTS, AND OMISSIONS WITHHELD**

318. Walden has made and broken many promises to its students as detailed above.
319. The Walden Student Handbook indicates that after coursework is completed, the dissertation process can be completed in 13 months.
320. Walden's materials, website and recruiters have promised faster timelines to completion than its doctoral programs' "design" time, including the commonly promised three years to completion and dissertation processes that take only 18 months (or five dissertation courses).
321. Walden also represents online "normal time to completion" and "On-time completion rates" for its courses. These timelines are false in view of Walden/Laureate's admitted "design" times for these programs.
322. Further, given that Walden upon information and belief has a completion rate below 10% of its doctoral student population, the fact that Walden is representing *any* time to completion let alone a "normal time to completion" or "On-time completion rates" is fraudulent.
323. Walden and Laureate also failed to disclose the "design" time of its programs to its students.

324. Walden also withheld its actual completion rate of its student doctoral population from prospective and current students.

325. Walden also made many promises to its students through its Student Handbooks.

326. Walden promised that its faculty would be accessible to its students. Under a section entitled “Faculty Members’ Accessibility,” the Handbook states:

Walden expects faculty members to be reasonably accessible to students. The expectation of reasonable accessibility does not mean 24/7 access of faculty members to students. However, it does mean that students receive quality feedback on course submissions within a reasonable time frame

Ex. 31, 2010-2011 Handbook at 130; Ex. 30, 2013-2014 Handbook at 221.

327. The Student Handbook also promises timelines for “Faculty Members’ Feedback.”

Faculty members are to return graded classroom assignments that are submitted by the due date to students within 10 calendar days of the assignments’ due dates for coursework in classrooms, and within 14 calendar days of the due date for manuscript drafts (including KAMs, theses, doctoral studies, and dissertations) in research forums. Faculty members are to provide a grade and also written, formative feedback on assignments. Assignments that are submitted late may be graded with feedback in the time frame of the instructor. Late assignments may receive minimal feedback other than the grade. The instructor is expected to give priority to assignments submitted on time.

*Id.*

328. This promise was broken in that many doctoral students experienced delays beyond the promised 14 days, which led to increased tuition costs of the students.

329. Further, the Handbook provides that “Faculty members are expected to be available to students outside the course discussion areas and in addition to providing substantive feedback on assignments and discussion posts.” *Id.*

330. This promise was broken to Plaintiffs and the members of the Class and Subclasses in that substantive feedback was denied on many occasions. For example, once the MyDR system was implemented, doctoral students were denied anything more than the most general input until

they completed the Proposal/first three chapters of the dissertation, even though doctoral students required detailed input on how the Proposal should be prepared (especially for Chapter 3, the methodology of the dissertation). The denial of feedback caused delays for the students, if not an ultimate roadblock, again resulting in additional revenue for Walden.

331. The Handbook further promises that if a faculty member suddenly departed, Walden would restore faculty services to the students.

Unexpected interruptions: Faculty services may be unexpectedly interrupted because of an instructor's death or prolonged ill health, or because of an instructor's discontinuation of association with the university. In such cases, **the student's associate dean/executive director, or designee, ensures that faculty services are restored to all affected students.** The associate dean/executive director or designee communicates with affected students throughout the restoration process until appropriate assignments are finalized.

Ex. 31, Excerpts, 2010-2011 Handbook at 123 (emphasis added); Ex. 30, Excerpts 2013-2014 Handbook at 214-215.

332. This promise was repeatedly broken, in that once instructors left, Walden left it to the students to find replacements for their dissertation advisors...which would sometimes take months in which the students still paid tuition to Walden.

333. The Handbook also describes Doctoral Committee Member Roles.

Faculty members in Walden University doctoral programs who accept the duty of serving on a dissertation or doctoral study committee assume a dual responsibility of high importance. One part is service to their students; the other is service to the academic practice, discipline, and professional field to which the dissertation is related. For the first part, expectations concerning the faculty service to be performed are determined by students' needs, and by university academic policy pertaining to how these needs are to be addressed. For the second, expectations are set both by university academic policy and by policies and practice that frame acceptable work in the discipline and professional field at large.

Ex. 31 at 174; Ex. 30 at 258. Further, "Walden intends that dissertation/doctoral study committee members work as a team, directly guiding students through the proposal, research and analysis, and ultimately the final oral presentation." Ex. 31 at 174; Ex. 30 at 259.

334. As explained above, this is not how Walden worked. For example, the MyDR application placed a wall between students and their advisers prior to completion of the Proposal.

Additionally, often dissertation committee chairs and members would give inconsistent advice, sometimes advising after months, if not years, that a previously (and multiple times) approved topic needed to change, which would require students, after months/years of relying upon prior acceptance, to start over.

### **CLASS ACTION ALLEGATIONS**

335. The experiences of Plaintiffs at Walden were similar to those experienced by numerous other students attempting to navigate the dissertation process across all of Walden's doctoral disciplines.

336. Plaintiffs request the Court certify this lawsuit as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

337. In the first instance, Plaintiffs seeks certification of a nationwide Class under Minnesota law, including certification of claims for fraud in the inducement under Minnesota law (First Cause of Action), unjust enrichment under Minnesota law (Second Cause of Action), breach of contract under Minnesota law (Third Cause of Action), violations of the Minnesota Uniform Deceptive Trade Practices Act (Fourth Cause of Action) and Breach of Implied Covenant of Good Faith and Fair Dealing under Minnesota Law (Fifth Cause of Action). Thus, Plaintiffs seeks to certify the following nationwide Class pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University ("Class").

338. In the alternative, should the Court decide not to certify a nationwide class under Minnesota law, Plaintiffs seeks certification of state Subclasses for each additional Plaintiffs according to their state of residency.

339. Certifying subclasses by states of residency would include at least California, Georgia, Washington and Michigan Subclasses.

340. For residents of California, those claims would include certification of claims for fraud in the inducement under California law (Sixth Cause of Action), Violations of the California Unfair Competition Law Bus. & Prof. Code §§ 17200, et seq. (Seventh Cause of Action), breach of contract under California law (Eighth Cause of Action) and Breach of Implied Covenant of Good Faith and Fair Dealing (Ninth Cause of Action). Thus, in the alternative, Plaintiffs seeks to certify the following California Subclass pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University while residing in California (“California Subclass”).

341. For residents of Georgia, those claims would include certification of claims for fraud in the inducement under Georgia law (Tenth Cause of Action), unjust enrichment under Georgia law (Eleventh Cause of Action), breach of contract under Georgia law (Twelfth Cause of Action), violation of Georgia Uniform Deceptive Trade Practices Act O.C.G.A. § 10-1-372 (Thirteenth Cause of Action) and Breach of Implied Covenant of Good Faith and Fair Dealing under Georgia Law (Fourteenth Cause of Action). Thus, in the alternative, Plaintiffs seeks to certify the following Georgia Subclass pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University while residing in Georgia (“Georgia Subclass”).

342. For residents of Washington, those claims would include certification of claims for fraud in the inducement under Washington law (Fifteenth Cause of Action), unjust enrichment under Washington law (Sixteenth Cause of Action), breach of contract under Washington law (Seventeenth Cause of Action), and violation of Washington Unfair Business Practices-

Consumer Protection Act § 19.86.020 (Eighteenth Cause of Action) and Breach of Implied Covenant of Good Faith and Fair Dealing under Washington Law (Nineteenth Cause of Action). Thus, in the alternative, Plaintiffs seeks to certify the following Washington Subclass pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University while residing in Washington (“Washington Subclass”).

343. For residents of Michigan, those claims would include certification of claims for fraud in the inducement under Michigan law (Twentieth Cause of Action), unjust enrichment under Michigan law (Twenty-First Cause of Action), breach of contract under Michigan law (Twentieth-Second Cause of Action) and violation of Michigan Consumer Protection Act 331 of 1976 (Twenty-Third Cause of Action). Thus, in the alternative, Plaintiffs seeks to certify the following Michigan Subclass pursuant to Rule 23:

All current or former students of Walden University who enrolled in and paid for a doctoral degree dissertation course at Walden University while residing in Michigan (“Michigan Subclass”).

344. Numerosity: Upon information and belief, the members of the Class number in at least the thousands. As a result, the Class is so numerous that joinder of all members in a single action is impracticable. The members of the Class should be readily identifiable from academic records and enrollment records of Walden. The disposition of these claims will provide substantial benefits to the Class.

345. Commonality: There is a well-defined community of interest and common questions of law and fact which predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which will generate common answers which are apt to drive the resolution of the litigation, do not vary between members of the Class. These

common questions may be determined without reference to individual circumstances and will provide common answers. The following represent a non-exhaustive list of common questions:

- a. Whether Walden maintains institutional control over its doctoral programs;
- b. Whether, with knowledge of its low doctoral completion rate, Walden promised potential and current students false timelines to completion of its doctoral program, when graduating with a doctoral degree was the exception to the rule;
- c. Whether, with knowledge of its low doctoral completion rate, Walden omitted the true average annual doctoral completion/graduation rate of, on information and belief, 10% of its doctoral student population,
- d. Whether, with knowledge of the “designed” lengths of time for Walden’s various doctoral programs, Walden and Laureate promised potential and current students false times to completion of Walden’s doctoral programs;
- d. Whether, with knowledge of its low doctoral completion rate, Walden made false representations to its students about their actual chances of even completing a doctoral program at Walden;
- e. Whether Walden and Laureate constructed and implemented a system which caused the dissertation process to last longer than represented so that Walden could generate additional revenue through tuition payments;
- e. Whether Walden and Laureate have been unjustly enriched by their conduct at the expense of the Class;
- f. Whether Walden breached its contracts with the Class;
- g. Whether Walden and Laureate violated consumer protection statutes by their conduct toward the Class; and
- h. Whether, because of Walden and Laureate’s conduct, Plaintiffs and the Class are entitled to damages, restitution, equitable relief and/or other relief, and, if so, the amount and nature of such relief.

346. Typicality: The representative Plaintiffs’ claims are typical of the claims of the Class.

Plaintiffs and all members of the Class were injured by the same wrongful practices in which Walden has engaged. Further, the Plaintiffs and members of the Class seek relief based on the same legal theories. There may be differences in the amount of damages sustained by each

member of the Class; however, class-wide and individual damages can be determined readily. Individual damages issues will not bar Class certification.

347. Adequacy of Representation: Plaintiffs will fairly and adequately protect and pursue the interests of the Class. Plaintiffs understand the nature of the claims herein, their role in the proceedings, and have and will vigorously represent the Class. Plaintiffs have retained Class counsel who are experienced in and qualified in prosecution of consumer protection class actions and other forms of complex litigation. Neither Plaintiffs, nor their attorneys, have interests which are contrary to or conflict with those of the Class.

348. Predominance and Superiority: A class action is superior to all other available methods of adjudication of this lawsuit. Because individual litigation of the claims of Class members is economically infeasible and judicially impracticable, the class action device is the only way to facilitate adjudication of Plaintiffs' and the Class's claims. Further, due to the conduct of Walden, Plaintiffs and members of the Class have significant debt burdens from their time at Walden and cannot afford to hire counsel to pursue their claims on an hourly-fee basis. Even assuming individual Class members could afford it, the likelihood of individual claims being pursued by the Class members is remote given the high indebtedness the students have (thus needing to work full time to pay for the damage caused by Walden) as well as fear of reprisals by Walden for students still enrolled in Walden doctoral programs. Also, while the aggregate damages sustained by the Class are in the hundreds of millions, the individual damages incurred by each member resulting from Walden's wrongful conduct are not significant enough to proceed individually under even a contingency model. Even then, the burden on the judicial system would be unjustifiable in light of the class action device. Individual members of the Class do not have significant interest in individually controlling the prosecution of separate actions and

individualized litigation could result in varying, inconsistent or contradictory judgments.

Plaintiffs knows of no reason that this litigation should not proceed as a class action.

349. Manageability: A class action is manageable here, and if necessary to preserve the case as a class action, the Court itself can redefine the Class or Subclasses, create additional subclasses, or both.

350. The nature of notice to the Class is contemplated to be by direct mail upon certification of the Class or, if such notice is not practicable, by best notice possible under the circumstances including, inter alia, email, publication in major newspapers, and maintenance of a website.

### **TOLLING AND ESTOPPEL**

351. Plaintiffs' causes of action did not arise until Plaintiffs discovered, or by the exercise of reasonable diligence should have discovered, that they were injured by Walden and Laureate's intentional and deliberate scheme. Plaintiffs did not and could not have discovered the intentional scheme through reasonable diligence.

352. The applicable statutes of limitations have been tolled by Walden and Laureate's knowing and active concealment of the material facts regarding its scheme to intentionally prolong the dissertation and theses process. Walden and Laureate kept Plaintiffs and the members of the Class and Subclasses ignorant of the vital information essential to pursue their claims, without any fault or lack of diligence on the part of Plaintiffs and Class and Subclass members.

353. Walden and Laureate were and are under a continuous duty to disclose to Plaintiffs and the members of the Class and Subclasses the true nature of the scheme that they have created and implemented to prolong the dissertation process. At all relevant times, and continuing to this day,

Walden and Laureate knowingly, affirmatively, and actively misrepresented and concealed the true character, quality and nature of its scheme.

354. Based on the foregoing, Walden and Laureate are estopped from relying on any statutes of limitation in defense of this action. Walden and Laureate are also estopped from relying on any statutes of limitation in defense of this action because they failed to disclose the scheme prior to accepting each tuition payment in exchange for the provision of educational services.

355. Pursuant to the doctrines of Equitable Tolling, Equitable Estoppel, Fraudulent Concealment and the Discovery Rule, the period for bringing claims shall not be barred due to any statute of limitations or statute of repose. With respect to each cause of action asserted herein, Plaintiffs expressly pleads Equitable Tolling, Equitable Estoppel, Fraudulent Concealment and the Discovery Rule and their application thereto.

356. All conditions precedent to the filing of this Complaint have been satisfied. This action has been filed prior to the expiration of any applicable statute of limitations or statute of repose.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

#### **Fraud in the Inducement Against Walden and Laureate**

357. Plaintiffs brings this cause of action on behalf of a nationwide Class under Minnesota common law.

358. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

359. Walden and Laureate made actual or implied false representations concerning the cost and length of time to get a doctoral degree, while concealing the truth from prospective and actual students.

360. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

361. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs take to complete.

362. For example, Walden intentionally misled Plaintiffs with statements that the program would take a shorter time frame, and that Plaintiffs would have control over how quickly she could complete the program.

363. Instead, at the time Plaintiffs were recruited and enrolled in their respective doctoral degrees, Walden and Laureate concealed that the programs in which they enrolled were designed to take longer than disclosed.

364. Similar, if not identical, false representations and omissions were also made to other members of the Class about their degree programs via recruiters, in Walden marketing materials and on Walden and Laureate webpages.

365. Walden and Laureate also concealed or otherwise omitted information about the actual percentage of students who graduated with doctoral degrees from Walden.

366. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

367. These representations were material to Plaintiffs and the members of the Class agreeing to attend Walden.

368. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's

doctoral programs to last a certain, longer time frame, despite telling students they would take less time.

369. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

370. Plaintiffs and members of the Class was justified in relying upon these representations.

371. Walden and Laureate made these representations for the purpose of defrauding the Plaintiffs and members of the Class.

372. Plaintiffs and members of the class were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as the annual graduation rate and resources available to them, doctoral students would not have enrolled.

**SECOND CAUSE OF ACTION**  
**Unjust Enrichment Against Walden**

373. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

374. Plaintiffs bring this cause of action, in the alternative, on behalf of a Nationwide Class under Minnesota common law. Walden has engaged in unjust conduct, to the detriment of Plaintiffs and each member of the Nationwide Class.

375. Plaintiffs and each member of the Nationwide Class provided significant value to Walden in the form of tuition payments for doctoral dissertation courses (part of which on information and belief ultimately went to Laureate in the form of profits).

376. Walden appreciated or had knowledge of the benefit received by retaining the money paid by Plaintiffs and each member of the Nationwide Class.

377. Although Walden accepted the tuition payments and retained and received benefit therefrom, it did not provide students with the doctoral process that was promised and expected in connection with the payment of the tuition. On the contrary, Walden intentionally and deliberately used the dissertation process as a means of improperly extracting tuition and generating revenue and on information and belief eventually profit. Walden has intentionally and knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden regarding the actual time and expense that doctoral students will incur in an effort to complete their degrees.

378. This unjust conduct on the part of Walden has resulted in its doctoral students enrolling in more dissertation courses than would be necessary had Walden not acted unjustly and in incurring significant additional tuition costs (including costs for books, residency, technology fees, etc.). It has also caused certain Nationwide Class members to stop pursuing the process altogether.

379. Despite their inequitable conduct, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by Walden doctoral students pursuing dissertation coursework and the profits therefrom.

380. As a result, Walden has been unjustly enriched, to the detriment of Plaintiffs and the members of the Nationwide Class.

**THIRD CAUSE OF ACTION**  
**Breach of Contract Against Walden**

381. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

382. Plaintiffs brings this cause of action, in the alternative, on behalf of a Nationwide Class under Minnesota common law. Walden has systematically violated its contracts with Plaintiffs and each member of the Nationwide Class.

383. Plaintiffs and each member of the Nationwide Class contracted with Walden to receive doctoral educational services. Implied in each contract was a covenant of good faith and fair dealing.

384. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work..

385. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally created and implemented a dissertation process fraught with inefficiencies, meant to ensure that students receive neither adequate resources, nor the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual length of time the dissertation process will take,

and the expense that will be incurred by, its doctoral students to complete their degrees (if they are fortunate enough to complete their doctoral degrees). The policy implemented by Walden breaches its contracts with Plaintiffs and the Nationwide Class.

386. Plaintiffs and each member of the Nationwide Class provided significant value to Walden in the form of tuition payments and fees for doctoral dissertation courses as contracted.

387. Furthermore, Plaintiffs and each member of the Nationwide Class complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

388. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in more dissertation courses than would be necessary if Walden had honored its contract and, in many instances, caused Class members to stop pursuing their education altogether because of Walden's unlawful continuing of tuition payments.

389. Despite its knowing and intentional breach of the contracts, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by the members of the Nationwide Class.

390. Walden has breached its contracts for doctoral education services with Plaintiffs and each member of the Nationwide Class. Walden's breach has caused damage to Plaintiffs and each member of the Nationwide Class in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

391. Moreover, Walden has breached its contracts with Plaintiffs and each member of the Class to provide doctoral educational services to them by engaging in systematic conduct such that it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiffs and each member of the Nationwide Class. Walden has breached its contracts for doctoral education services with Plaintiffs and each member of the Nationwide Class. Walden's breach has caused damage to Plaintiffs and each member of the Nationwide Class in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

**FOURTH CAUSE OF ACTION  
Violation of Minnesota Uniform Deceptive Trade Practices Act §325D.44  
Against Walden and Laureate**

392. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

393. Plaintiffs brings this cause of action on behalf of a Nationwide Class. Walden and Laureate have engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

394. Minnesota Stat. §325D.44 specifically prohibits the use of unfair or deceptive trade practices in connection with a consumer transaction. For example, Minnesota Stat. §325D.44 prohibits deceptive trade practices which occur when a person "(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection

that the person does not have;” “(7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;” “(9) advertises goods or services with intent not to sell them as advertised” and “(13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.”

395. Students paying tuition so as to enroll in an institution is a consumer transaction.

396. By engaging in the acts and practices described in this complaint, Walden and Laureate have committed one or more acts of unfair and deceptive trade practices. For example, Walden and Laureate represent that Walden’s doctoral services 1) have characteristics that they do not have and 2) are of a particular standard, quality, or grade of which they are not. Walden and Laureate also 3) advertise Walden’s doctoral services with intent not to sell them as advertised and 4) engage in conduct which similarly creates a likelihood of confusion or of misunderstanding.

397. Specifically, Walden and/or Laureate misrepresented that: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

398. Walden and Laureate also knowingly concealed, omitted and otherwise failed to state material facts about Walden's doctoral education services that would tend to, and did, in fact, deceive students. Specifically, Walden and Laureate falsely represented the time and tuition costs of obtaining a doctoral degree, not only knowing that such representations were false, but also with no intent to offer such services to its students. Walden and Laureate also failed to disclose that they intentionally and deliberately used Walden's dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate further failed to disclose that they knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.

399. Walden and Laureate knew that the doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.

400. The misrepresentations and omissions were material to Plaintiffs and the members of the Class.

401. Walden and Laureate's unfair and deceptive trade practices and acts occurred and continue to occur repeatedly during the course of its business. These actions constitute unfair and deceptive trade practices.

402. Plaintiffs and members of the Class relied on these representations and omissions in the course of pursuing their doctoral degrees. Furthermore, Walden and Laureate intended that Plaintiffs and members of the Class would rely on the representations and omissions.

403. As a direct and proximate result of Walden and Laureate's unfair and deceptive practices and acts, Plaintiffs and the Class have suffered and will continue to suffer actual damages. Had

Plaintiffs and the members of the Class been aware of the misrepresentations and omissions, they would not have paid tuition to Walden for the educational services that Defendant Walden purported to provide.

#### **FIFTH CAUSE OF ACTION**

##### **Breach of Implied Covenant of Good Faith and Fair Dealing Against Walden**

404. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

405. Plaintiffs bring this cause of action on behalf of a Nationwide Class under Minnesota common law. Walden has systematically violated its contracts with Plaintiffs and each member of the Nationwide Class.

406. Plaintiffs and each member of the Nationwide Class contracted with Walden to receive doctoral education services.

407. Implied in each contract was a covenant of good faith and fair dealing.

408. Plaintiffs and each member of the Nationwide Class provided value to Walden in the form of tuition payments for doctoral dissertation courses as contracted.

409. By the scheme and conduct detailed herein, Walden has breached the implied duty of good faith and fair dealing implied in its contracts.

410. This breach on the part of Walden has resulted in Walden doctoral students being damaged because they were required to enroll in dissertation courses that would not have otherwise been necessary, thereby necessitating substantial additional tuition payments (including costs for books, residency, technology fees, etc.). In addition, many students have been forced to stop pursuing their education.

#### **SIXTH CAUSE OF ACTION (Alternative California Subclass) Fraud in the Inducement Against Walden and Laureate**

411. Plaintiffs brings this cause of action on behalf of a state-wide Subclass under California common law.

412. Plaintiff Wright and each member of the California Subclass reallege and incorporate the preceding allegations by reference as if set forth fully herein.

413. Walden and Laureate made actual or implied false representations concerning the cost and length of time to get a doctoral degree, while concealing the truth from prospective and actual students.

414. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

415. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs take to complete.

416. For example, Walden intentionally misled Plaintiff Wright and each member of the California Subclass with statements that the program would take a shorter time frame, and that Plaintiff Wright and each member of the California Subclass would have control over how quickly they could complete the program.

417. Instead, at the time Plaintiff Wright and each member of the California Subclass were recruited and enrolled in their respective doctoral degrees, Walden and Laureate concealed that the programs in which they enrolled were designed to take longer than disclosed.

418. Similar, if not identical, false representations and omissions were also made to other members of the Subclass about their degree programs via recruiters, in Walden marketing materials and on Walden and Laureate webpages.

419. Walden and Laureate also concealed or otherwise omitted information about the actual percentage of students who graduated with doctorates from Walden.

420. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

421. These representations were material to Plaintiff Wright and each member of the California Subclass agreeing to attend Walden.

422. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's doctoral programs to last a certain, longer time frame, despite telling students they would take less time.

423. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

424. Plaintiff Wright and each member of the California Subclass were justified in relying upon these representations.

425. Walden and Laureate made these representations for the purpose of defrauding the Plaintiff Wright and each member of the California Subclass.

426. Plaintiff Wright and each member of the California Subclass were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as the annual graduation rate and resources available to them, doctoral students would not have enrolled.

**SEVENTH CAUSE OF ACTION (Alternative California Subclass) Violations of the California Unfair Competition Law Bus. & Prof. Code §§ 17200, et seq.**

427. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

428. Plaintiff Wright brings this cause of action, in the alternative, on behalf of a California Subclass. Walden has engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

429. By engaging in the above-described acts and practices, Walden has committed one or more acts of unfair competition within the meaning of the Unfair Competition Law, Bus. & Prof. Code §§ 17200, et seq.

430. Plaintiff Wright and each member of the California Subclass reasonably expected that their doctoral dissertation process would not be designed so that the students would be required to take many more quarters of dissertation coursework than necessary to obtain their doctoral degree.

431. Walden made false and misleading statements about the nature, quality, length, and cost of its doctoral education services. Specifically, Walden misrepresented that, in connection with providing doctoral educational services: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

432. Walden also knowingly concealed, omitted and otherwise failed to state material facts about its doctoral education services that would tend to, and did in fact, deceive students. Specifically, Walden failed to disclose that it intentionally and deliberately used its dissertation process as a means of improperly extracting tuition and generating revenue. Walden further failed to disclose that it knowingly created and implemented a dissertation process that is fraught with inefficiencies, lasts longer and is more expensive than explained to students, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.
433. Walden knew that its doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.
434. Walden and Laureate designed the doctoral programs to last longer than what was explained to its students.
435. Walden/Laureate failed to disclose to its students that graduation rates of doctoral students was exceedingly low (*i.e.*, on information and belief, approximately 10% of doctoral student enrollment per year).
436. These misrepresentations and omissions were material to Plaintiff Wright and the members of the California Subclass.
437. Walden and Laureate's unfair, unlawful and fraudulent trade practices and acts occurred and continue to occur repeatedly during the course of Defendants' business.
438. Plaintiff Wright and members of the California Subclass relied on these representations and omissions in the course of pursuing their doctoral degrees.
439. Furthermore, Walden intended that Plaintiff Wright and members of the California Subclass would rely on the representations and omissions.

440. As a direct and proximate result of Walden and Laureate's unfair and deceptive practices and acts, Plaintiff Wright and the members of the California Subclass have suffered and will continue to suffer actual damages. Had Plaintiff Wright and the members of the California Subclass been aware of the true nature of the misrepresentations and omissions, they would not have enrolled at Walden or paid tuition to Walden for the educational services that Defendant purported to provide.

441. The injury to Plaintiff Wright and members of the California Subclass by this conduct greatly outweighs any alleged benefit to students or competition under the circumstances.

442. As a direct and proximate result of Walden and Laureate's unfair and deceptive practices and acts, Plaintiff Wright and the California Subclass have suffered and will continue to suffer actual damages.

443. Each of Walden's acts and practices are unlawful because they violate Civil Code §§ 1572, 1688, 1709-1710, 1770(a)(5), 1770(a)(7), 1770(a)(9), (1770(a)(19) and California Commercial Code §§ 17500, et seq. Specifically, Walden marketed and sold doctoral education services while intentionally failing to disclose 1) the "designed" lengths of time and actual costs of obtaining a Walden doctoral degree, 2) the systematic prolonging of the dissertation process requiring students to pay additional tuition and costs than reasonably expected and 3) the actual annual graduation rate of doctoral students. Walden was and is under a duty to disclose this systematic prolonging of its dissertation process and the affects it had on tuition and costs of a Walden doctoral degree, the actual time to graduation and doctoral graduation rates. The marketing, sales and representations to potential students, as well as the concomitant omissions, were and are material.

444. Walden and Laureate have been unjustly enriched and should be required to make restitution, ordered to disgorge improper tuition payments, provide injunctive relief to Plaintiff Wright and members of the California Subclass, and any other relief allowed under the UCL, plus interest, attorneys' fees and costs pursuant to, *inter alia*, Cal. Code of Civ. Proc. § 1021.5.

**EIGHTH CAUSE OF ACTION (Alternative California Subclass) Breach of Contract  
Against Walden**

445. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

446. Plaintiff Wright brings this cause of action, in the alternative, on behalf of a California Subclass under California common law. Walden has systematically violated its contracts with Plaintiff Wright and each member of the California Subclass.

447. Plaintiff Wright and each member of the California Subclass contracted with Walden to receive doctoral educational services. Implied in each contract was a covenant of good faith and fair dealing.

448. As part of the contract, Walden promised, *inter alia*, that, in connection with providing doctoral educational services: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely

feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

449. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally created and implemented a dissertation process fraught with inefficiencies, meant to ensure that students receive neither adequate resources, nor the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual length of time the dissertation process will take, and the expense that will be incurred by, its doctoral students to complete their degrees (if they are fortunate enough to complete their doctoral degrees). The policy implemented by Walden unquestionably breaches its contracts with Plaintiff Wright and the California Subclass.

450. Plaintiff Wright and each member of the California Subclass provided significant value to Walden in the form of tuition payments and other costs for their doctoral programs as contracted.

451. Furthermore, Plaintiff Wright and each member of the California Subclass complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

452. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in more dissertation courses than would be necessary if Walden had honored its contract and, in many instances, caused California Subclass members to stop pursuing their education altogether because of Walden's unlawful continuing of tuition payments.

453. Despite their knowing and intentional breach of the contracts, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by the members of the California Subclass.

454. Walden has breached its contracts for doctoral education services with Plaintiff Wright and each member of the California Subclass. Walden's breach has caused damage to Plaintiff Wright and each member of the California Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

455. Moreover, Walden has breached its contracts for doctoral education services with Plaintiff Wright and each member of the California Subclass by engaging in systematic conduct whereby it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiff Wright and each member of the California Subclass. Walden has breached its contracts for doctoral education services with Plaintiffs and each member of the Nationwide Class. Walden's breach has caused damage to Plaintiff Wright and each member of the California Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

**NINTH CAUSE OF ACTION (Alternative California Subclass) Breach of Implied  
Covenant of Good Faith and Fair Dealing Against Walden**

456. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

457. Plaintiff Wright brings this cause of action, in the alternative, on behalf of a California Subclass under California common law. Walden has systematically violated its contracts with Plaintiff Wright and each member of the California Subclass.

458. Plaintiff Wright and each member of the California Subclass contracted with Walden to obtain doctoral education services.

459. Implied in each contract was a covenant of good faith and fair dealing.

460. Plaintiff Wright and each member of the California Subclass provided value to Walden in the form of tuition payments and other costs for their doctoral programs as contracted.

461. By the scheme and conduct detailed herein, Walden has breached the implied duty of good faith and fair dealing implied in its contracts.

462. This breach on the part of Walden has resulted in Walden doctoral students being damaged because they were required to enroll in additional dissertation courses that would not have otherwise been necessary, thereby necessitating substantial additional tuition payments (including costs for books, residency, technology fees, etc.). In addition, many students have been forced to stop pursuing their education.

**TENTH CAUSE OF ACTION (Alternative Georgia Subclass)  
Fraud in the Inducement Against Walden and Laureate**

463. Plaintiffs brings this cause of action on behalf of a statewide Subclass under Georgia common law.

464. Plaintiffs Harrison and Holubz reallege and incorporate the preceding allegations by reference as if set forth fully herein.

465. Walden and Laureate made actual or implied false representations concerning the cost and length of time to get a doctoral degree, while concealing the truth from prospective and actual students.

466. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

467. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs take to complete.

468. For example, Walden intentionally misled Plaintiffs with statements that the program would take a shorter time frame, and that Plaintiffs would have control over how quickly she could complete the program.

469. Instead, at the time Plaintiffs were recruited and enrolled in their respective doctoral degrees, Walden and Laureate concealed that the programs in which they enrolled were designed to take longer than disclosed.

470. Similar, if not identical, false representations and omissions were also made to other members of the Subclass about their degree programs via recruiters, in Walden marketing materials and on Walden and Laureate webpages.

471. Walden and Laureate also concealed or otherwise omitted information about the actual percentage of students who graduated with doctoral degrees from Walden.

472. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

473. These representations were material to Plaintiffs Harrison and Holubz and the members of the Subclass agreeing to attend Walden.

474. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's

doctoral programs to last a certain, longer time frame, despite telling students they would take less time.

475. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

476. Plaintiffs Harrison and Holubz and members of the Subclass was justified in relying upon these representations.

477. Walden and Laureate made these representations for the purpose of defrauding the Plaintiffs Harrison and Holubz and members of the Subclass.

478. Plaintiffs Harrison and Holubz and members of the Subclass were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as the annual graduation rate and resources actually available to them, doctoral students would not have enrolled.

**ELEVENTH CAUSE OF ACTION (Alternative Georgia Subclass)  
Unjust Enrichment Against Walden**

479. Plaintiffs Harrison and Holubz reallege and incorporate the preceding allegations by reference as if set forth fully herein.

480. Plaintiffs Harrison and Holubz bring this cause of action, in the alternative, on behalf of a Georgia Subclass under Georgia common law. Walden has engaged in unjust conduct, to the detriment of Plaintiffs Harrison and Holubz and each member of the Georgia Subclass.

481. Plaintiffs Harrison and Holubz and each member of the Georgia Subclass provided significant value to Walden in the form of tuition payments for doctoral dissertation courses.

482. Walden appreciated or had knowledge of the benefit received by retaining the money paid by Plaintiffs Harrison and Holubz and each member of the Georgia Subclass.

483. Although Walden accepted the tuition payments and retained and received benefit therefrom, it did not provide students with a doctoral process that was promised and contemplated in connection with the payment of the tuition. On the contrary, Walden intentionally and deliberately used the dissertation process as a means of improperly extracting tuition and generating revenue. Walden has intentionally and knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden regarding the actual time and expense that Walden's doctoral students will incur in an effort to complete their degrees.

484. This unjust conduct on the part of Walden has resulted in its doctoral students enrolling in more dissertation courses than would have been necessary had Walden not acted unjustly, and in incurring significant additional tuition costs (including costs for books, residency, technology fees, etc.). It has also caused certain Georgia Subclass members to stop pursuing the process altogether.

485. Despite its inequitable conduct, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by its doctoral students pursuing dissertation coursework and the profits therefrom.

486. As a result, Walden has been unjustly enriched, to the detriment of Plaintiffs Harrison and Holubz and the members of the Georgia Subclass.

**TWELFTH CAUSE OF ACTION (Alternative Georgia Subclass)  
Breach of Contract Against Walden**

487. Plaintiffs Harrison and Holubz reallege and incorporate the preceding allegations by reference as if set forth fully herein.

488. Plaintiffs Harrison and Holubz bring this cause of action, in the alternative, on behalf of a Georgia Subclass under Georgia common law. Walden has systematically violated its contracts with Plaintiffs Harrison and Holubz and each member of the Georgia Subclass.

489. Plaintiffs Harrison and Holubz and each member of the Georgia Subclass contracted with Walden to receive doctoral educational services. Implied in each contract was a covenant of good faith and fair dealing.

490. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services: 1) the process for obtaining a dissertation supervisory chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 2) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 3) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

491. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and

member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work..

492. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally created and implemented a dissertation process fraught with inefficiencies, meant to ensure that students receive neither adequate resources, nor the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual length of time the dissertation process will take, and the expense that will be incurred by, its doctoral students to complete their degrees (if they are fortunate enough to complete their doctoral degrees). The policy implemented by Walden breaches its contracts with Plaintiffs Harrison and Holubz and the Georgia Subclass.

493. Plaintiffs Harrison and Holubz and each member of the Georgia Subclass provided significant value to Walden in the form of tuition payments and fees for their doctoral programs as contracted.

494. Furthermore, Plaintiffs Harrison and Holubz and each member of the Georgia Subclass complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

495. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in more dissertation courses than would be necessary if Walden had honored its contract and, in many instances, caused Georgia Subclass members to stop pursuing their education altogether because of Walden's unlawful continuing of tuition payments.

496. Despite its knowing and intentional breach of the contracts, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by the members of the Georgia Subclass.

497. Walden has breached its contracts for doctoral education services with Plaintiffs Harrison and Holubz and each member of the Georgia Subclass. Walden's breach has caused damage to Plaintiffs Harrison and Holubz and each member of the Georgia Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

498. Moreover, Walden has breached its contracts for doctoral educational services with Plaintiffs Harrison and Holubz and each member of the Georgia Subclass by engaging in systematic conduct whereby it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiffs Harrison and Holubz and each member of the Georgia Subclass. Walden has breached its contracts for doctoral education services with Plaintiffs Harrison and Holubz and each member of the Georgia Subclass. Walden's breach has caused damage to Plaintiffs and each member of the Georgia Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

**THIRTEENTH CAUSE OF ACTION (Alternative Georgia Subclass)  
Violation of Georgia Uniform Deceptive Trade Practices Act O.C.G.A. § 10-1-372 (2010)**

**Against Walden and Laureate**

499. Plaintiffs Harrison and Holubz realleged and incorporate the preceding allegations by reference as if set forth fully herein.

500. Plaintiffs Harrison and Holubz bring this cause of action on behalf of a Georgia Subclass. Walden and Laureate have engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

501. Georgia Revised Code (“ORC”) §1345.02 specifically prohibits the use of unfair or deceptive trade practices in connection with a consumer transaction.

502. By engaging in the above-described acts and practices, Walden and Laureate have committed one or more acts of unfair and deceptive trade practices as those terms are defined in §1345.02.

503. Walden and Laureate made false and misleading statements about the nature, quality, style and model of Walden’s doctoral education services. Further, the subject of the Walden doctoral degree transaction had been supplied in accordance with previous representations made by Walden and/or Laureate to Plaintiffs Harrison and Holubz and members of the Georgia Subclass, and those representations were not performed. Specifically, Walden and/or Laureate misrepresented that: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in

faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

504. Walden and Laureate also knowingly concealed, omitted and otherwise failed to state material facts about Walden's doctoral education services that would tend to, and did, in fact, deceive students. Specifically, Walden and Laureate failed to disclose that they intentionally and deliberately used Walden's dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate further failed to disclose that they knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.

505. Walden and Laureate knew that the doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.

506. The misrepresentations and omissions were material to Plaintiffs Harrison and Holubz and the members of the Subclass.

507. Walden and Laureate's unfair and deceptive trade practices and acts occurred and continue to occur repeatedly during the course of its business. These actions constitute unfair and deceptive trade practices, in violation of ORC §1345.02.

508. Plaintiffs Harrison and Holubz and members of the Subclass relied on these representations and omissions in the course of pursuing their doctoral degrees. Furthermore, Walden and Laureate intended that Plaintiffs and members of the Subclass would rely on the representations and omissions.

509. As a direct and proximate result of Walden and Laureate's unfair and deceptive practices and acts, Plaintiffs Harrison and Holubz and the Subclass have suffered and will continue to suffer actual damages. Had Plaintiffs and the members of the Subclass been aware of the misrepresentations and omissions, they would not have paid tuition to Walden for the educational services that Defendant purported to provide.

**FOURTEENTH CAUSE OF ACTION (Alternative Georgia Subclass) Breach of Implied Covenant of Good Faith and Fair Dealing Against Walden**

510. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

511. Plaintiffs Harrison and Holubz bring this cause of action, in the alternative, on behalf of a Georgia Subclass under Georgia common law. Walden has systematically violated its contracts with Plaintiff Harrison and Holubz and each member of the Georgia Subclass.

512. Plaintiffs Harrison and Holubz and each member of the Georgia Subclass contracted with Walden to obtain doctoral education services.

513. Implied in each contract was a covenant of good faith and fair dealing.

514. Plaintiffs Harrison and Holubz and each member of the Georgia Subclass provided value to Walden in the form of tuition payments for doctoral dissertation courses as contracted.

515. By the scheme and conduct detailed herein, Walden has breached the implied duty of good faith and fair dealing implied in its contracts.

516. This breach on the part of Walden has resulted in Walden doctoral students being damaged because they were required to enroll in dissertation courses that would not have otherwise been necessary, thereby necessitating substantial additional tuition payments (including costs for books, residency, technology fees, etc.). In addition, many students have been forced to stop pursuing their education.

**FIFTEENTH CAUSE OF ACTION (Alternative Washington Subclass)  
Fraud in the Inducement Against Walden and Laureate**

517. Plaintiffs bring this cause of action on behalf of a Washington Subclass under Washington common law.

518. Plaintiff Callahan and members of the Washington Subclass reallege and incorporate the preceding allegations by reference as if set forth fully herein.

519. Walden and Laureate made actual or implied false representations concerning the cost and length of time to get a doctoral degree, while concealing the truth from prospective and actual students.

520. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

521. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs take to complete.

522. For example, Walden intentionally misled Plaintiff Callahan and members of the Washington Subclass with statements that the program would take a shorter time frame, and that Plaintiff Callahan and members of the Washington Subclass would have control over how quickly they could complete the program.

523. Instead, at the time Plaintiff Callahan and members of the Washington Subclass were recruited and enrolled in their respective doctoral degrees, Walden and Laureate concealed that the programs in which they enrolled were designed to take longer than disclosed.

524. Similar, if not identical, false representations and omissions were also made to other members of the Subclass about their degree programs via recruiters, in Walden marketing materials and on Walden and Laureate webpages.

525. Walden and Laureate also concealed or otherwise omitted information about the actual percentage of students who graduated with doctoral degrees from Walden.

526. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

527. These representations were material to Plaintiff Callahan and the members of the Subclass agreeing to attend Walden.

528. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's doctoral programs to last a certain, longer time frame, despite telling students they would take less time.

529. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

530. Plaintiff Callahan and members of the Subclass was justified in relying upon these representations.

531. Walden and Laureate made these representations for the purpose of defrauding Plaintiff Callahan and members of the Subclass.

532. Plaintiff Callahan and members of the Subclass were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as the annual graduation rate and resources available to them, doctoral students would not have enrolled.

**SIXTEENTH CAUSE OF ACTION (Alternative Washington Subclass)  
Unjust Enrichment Against Walden**

533. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

534. Plaintiff Callahan and members of the Washington Subclass bring this cause of action, in the alternative, on behalf of a Washington Subclass under Washington common law. Walden has engaged in unjust conduct, to the detriment of Plaintiff Callahan and each member of the Washington Subclass.

535. Plaintiff Callahan and each member of the Washington Subclass provided significant value to Walden in the form of tuition payments for doctoral dissertation courses.

536. Walden appreciated or had knowledge of the benefit received by retaining the money paid by Plaintiff Callahan and each member of the Washington Subclass.

537. Although Walden accepted the tuition payments and retained and received benefit therefrom, it did not provide students with the doctoral process that was promised and expected in connection with the payment of the tuition. On the contrary, Walden intentionally and deliberately used the dissertation process as a means of improperly extracting tuition and generating revenue and on information and belief eventually profit. Walden has intentionally and knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members. All of this is done without any honesty or transparency by Walden regarding the actual time and expense that its doctoral students will incur in an effort to complete their degrees.

538. This unjust conduct on the part of Walden has resulted in its doctoral students enrolling in more dissertation courses than would be necessary had Walden not acted unjustly and in incurring significant additional tuition costs (including costs for books, residency, technology

fees, etc.). It has also caused certain Washington Subclass members to stop pursuing the process altogether.

539. Despite its inequitable conduct, Walden retained the tuition payments (including costs for books, residency, technology fees, etc.) made by Walden doctoral students pursuing dissertation coursework and the profits therefrom.

540. As a result, Walden has been unjustly enriched, to the detriment of Plaintiff Callahan and the members of the Washington Subclass.

**SEVENTEENTH CAUSE OF ACTION (Alternative Washington Subclass)  
Breach of Contract Against Walden**

541. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

542. Plaintiff Callahan and members of the Washington Subclass brings this cause of action, in the alternative, on behalf of a Washington Subclass under Washington common law. Walden has systematically violated its contracts with Plaintiff Callahan and members of the Washington Subclass.

543. Plaintiff Callahan and each member of the Washington Subclass contracted with Walden to receive doctoral educational services. Implied in each contract was a covenant of good faith and fair dealing.

544. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a

dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work..

545. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally created and implemented a dissertation process fraught with inefficiencies, meant to ensure that students receive neither adequate resources, nor the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual length of time the dissertation process will take, and the expense that will be incurred by, its doctoral students to complete their degrees (if they are fortunate enough to complete their doctoral degrees). The policy implemented by Walden breaches its contracts with Plaintiff Callahan and the Washington Subclass.

546. Plaintiff Callahan and each member of the Washington Subclass provided significant value to Walden in the form of tuition payments and fees for doctoral dissertation courses as contracted.

547. Furthermore, Plaintiff Callahan and each member of the Washington Subclass complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

548. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in more dissertation courses than would be necessary if Walden had honored its

contract and, in many instances, caused Subclass members to stop pursuing their education altogether because of Walden's unlawful continuing of tuition payments.

549. Despite its knowing and intentional breach of the contracts, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by the members of the Washington Subclass.

550. Walden has breached its contracts for doctoral education services with Plaintiff Callahan and each member of the Washington Subclass. Walden's breach has caused damage to Plaintiff Callahan and each member of the Washington Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

551. Moreover, Walden has breached its contracts with Plaintiff Callahan and each member of the Subclass to provide doctoral educational services to them by engaging in systematic conduct such that it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiff Callahan and each member of the Washington Subclass. Walden has breached its contracts for doctoral education services with Plaintiff Callahan and each member of the Washington Subclass. Walden's breach has caused damage to Plaintiff Callahan and each member of the Washington Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether,

which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

**EIGHTEENTH CAUSE OF ACTION (Alternative Washington Subclass)  
Violation of Washington Unfair Business Practices-Consumer Protection Act § 19.86.020  
Against Walden and Laureate**

552. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

553. Plaintiff Callahan brings this cause of action on behalf of a Washington Subclass. Walden and Laureate have engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

554. Washington Stat. §325D.44 specifically prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce.

555. By engaging in the above-described acts and practices, Walden and Laureate have committed one or more acts of unfair and deceptive trade practices in the conduct of trade or commerce.

556. Walden and Laureate made false and misleading statements about the nature, quality, style and model of Walden's doctoral education services. Further, the subject of the Walden doctoral degree transaction had been supplied in accordance with previous representations made by Walden and/or Laureate to Plaintiff Callahan and members of the Washington Subclass, and those representations were not performed. Specifically, Walden and/or Laureate misrepresented that: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective

programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

557. Walden and Laureate also knowingly concealed, omitted and otherwise failed to state material facts about Walden's doctoral education services that would tend to, and did, in fact, deceive students. Specifically, Walden and Laureate failed to disclose that they intentionally and deliberately used Walden's dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate further failed to disclose that they knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.

558. Walden and Laureate knew that the doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.

559. The misrepresentations and omissions were material to Plaintiff Callahan and the members of the Subclass.

560. Walden and Laureate's unfair and deceptive trade practices and acts occurred and continue to occur repeatedly during the course of its business. These actions constitute unfair and deceptive trade practices.

561. Plaintiff Callahan and members of the Subclass relied on these representations and omissions in the course of pursuing their doctoral degrees. Furthermore, Walden and Laureate intended that Plaintiff Callahan and members of the Subclass would rely on the representations and omissions.

562. As a direct and proximate result of Walden and Laureate's unfair and deceptive practices and acts, Plaintiff Callahan and the Subclass have suffered and will continue to suffer actual damages. Had Plaintiff Callahan and the members of the Subclass been aware of the misrepresentations and omissions, they would not have paid tuition to Walden for the educational services that Defendant purported to provide.

**NINETEENTH CAUSE OF ACTION (Alternative Washington Subclass)**

**Breach of Implied Covenant of Good Faith and Fair Dealing Against Walden**

563. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

564. Plaintiff Callahan and members of the Washington Subclass bring this cause of action on behalf of a Washington Subclass under Washington common law. Walden has systematically violated its contracts with Plaintiff Callahan and each member of the Washington Subclass.

565. Plaintiff Callahan and each member of the Washington Subclass contracted with Walden to receive doctoral education services.

566. Implied in each contract was a covenant of good faith and fair dealing.

567. Plaintiff Callahan and each member of the Washington Subclass provided value to Walden in the form of tuition payments for doctoral dissertation courses as contracted.

568. By the scheme and conduct detailed herein, Walden has breached the implied duty of good faith and fair dealing implied in its contracts.

569. This breach on the part of Walden has resulted in Walden doctoral students being damaged because they were required to enroll in dissertation courses that would not have otherwise been necessary, thereby necessitating substantial additional tuition payments (including costs for books, residency, technology fees, etc.). In addition, many students have been forced to stop pursuing their education.

**TWENTIETH CAUSE OF ACTION (Alternative Michigan Subclass)  
Fraud in the Inducement Against Walden and Laureate**

570. Plaintiffs brings this cause of action on behalf of a Michigan Subclass under Michigan common law.

571. Plaintiff Gardiner and members of the Michigan Subclass reallege and incorporate the preceding allegations by reference as if set forth fully herein.

572. Walden and Laureate made actual or implied false representations concerning the cost and length of time to get a doctoral degree, while concealing the truth from prospective and actual students.

573. Walden and Laureate had a duty to disclose that Walden's doctoral programs were designed to take much longer than they represented.

574. Walden and Laureate concealed and are still concealing how long Walden's doctoral programs take to complete.

575. For example, Walden intentionally misled Plaintiff Gardiner and members of the Michigan Subclass with statements that the program would take a shorter time frame, and that Plaintiff Gardiner and members of the Michigan Subclass would have control over how quickly she could complete the program.

576. Instead, at the time Plaintiff Gardiner and members of the Michigan Subclass were recruited and enrolled in their respective doctoral degrees, Walden and Laureate concealed that the programs in which they enrolled were designed to take longer than disclosed.

577. Similar, if not identical, false representations and omissions were also made to other members of the Subclass about their degree programs via recruiters, in Walden marketing materials and on Walden and Laureate webpages.

578. Walden and Laureate also concealed or otherwise omitted information about the actual percentage of students who graduated with doctoral degrees from Walden.

579. Further, Walden informed prospective students and current students they would have resources available to them, when Walden knew full well that such resources would not be available.

580. These representations were material to Plaintiff Gardiner and the members of the Subclass agreeing to attend Walden.

581. Walden and Laureate were aware of the falsity of their representations, or at a minimum had an utter disregard for their truthfulness. For example, they purposefully designed Walden's doctoral programs to last a certain, longer time frame, despite telling students they would take less time.

582. Walden and Laureate intended students to rely upon these representations because they were included in marketing materials and on their websites.

583. Plaintiff Gardiner and members of the Subclass was justified in relying upon these representations.

584. Walden and Laureate made these representations for the purpose of defrauding Plaintiff Gardiner and members of the Subclass.

585. Plaintiff Gardiner and members of the Subclass were injured by relying on these false representations and omissions because had Walden and Laureate been truthful about the timelines and costs for Walden's doctoral programs, as well as the annual graduation rate and resources available to them, doctoral students would not have enrolled.

**TWENTY-FIRST CAUSE OF ACTION (Alternative Michigan Subclass)  
Unjust Enrichment Against Walden**

586. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

587. Plaintiff Gardiner and members of the Michigan Subclass bring this cause of action, in the alternative, on behalf of a Michigan Subclass under Michigan common law. Walden has engaged in unjust conduct, to the detriment of Plaintiff Gardiner and each member of the Michigan Subclass.

588. Plaintiff Gardiner and each member of the Michigan Subclass provided significant value to Walden in the form of tuition payments for doctoral dissertation courses.

589. Walden appreciated or had knowledge of the benefit received by retaining the money paid by Plaintiff Gardiner and each member of the Michigan Subclass.

590. Although Walden accepted the tuition payments and retained and received benefit therefrom, it did not provide students with the doctoral process that was promised and expected in connection with the payment of the tuition. On the contrary, Walden intentionally and deliberately used the dissertation process as a means of improperly extracting tuition and generating revenue and on information and belief eventually profit. Walden has intentionally and knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and

members. All of this is done without any honesty or transparency by Walden regarding the actual time and expense that its doctoral students will incur in an effort to complete their degrees.

591. This unjust conduct on the part of Walden has resulted in its doctoral students enrolling in more dissertation courses than would be necessary had Walden not acted unjustly and in incurring significant additional tuition costs (including costs for books, residency, technology fees, etc.). It has also caused certain Michigan Subclass members to stop pursuing the process altogether.

592. Despite its inequitable conduct, Walden retained the tuition payments (including costs for books, residency, technology fees, etc.) made by Walden doctoral students pursuing dissertation coursework and the profits therefrom.

593. As a result, Walden has been unjustly enriched, to the detriment of Plaintiff Gardiner and the members of the Michigan Subclass.

**TWENTY-SECOND CAUSE OF ACTION (Alternative Michigan Subclass)  
Breach of Contract Against Walden**

594. Plaintiffs reallege and incorporates the preceding allegations by reference as if set forth fully herein.

595. Plaintiff Gardiner and members of the Michigan Subclass brings this cause of action, in the alternative, on behalf of a Michigan Subclass under Michigan common law. Walden has systematically violated its contracts with Plaintiff Gardiner and members of the Michigan Subclass.

596. Plaintiff Gardiner and each member of the Michigan Subclass contracted with Walden to receive doctoral educational services. Implied in each contract was a covenant of good faith and fair dealing.

597. As part of the contract, Walden promised, inter alia, that, in connection with providing doctoral educational services 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation supervisory chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work..

598. Rather than provide doctoral educational services as per its contractual agreement, Walden knowingly and intentionally created and implemented a dissertation process fraught with inefficiencies, meant to ensure that students receive neither adequate resources, nor the timely responses and attention that they were promised. All of this is done without honesty or transparency by Walden regarding the actual length of time the dissertation process will take, and the expense that will be incurred by, its doctoral students to complete their degrees (if they are fortunate enough to complete their doctoral degrees). The policy implemented by Walden breaches its contracts with Plaintiff Gardiner and the Michigan Subclass.

599. Plaintiff Gardiner and each member of the Michigan Subclass provided significant value to Walden in the form of tuition payments and fees for doctoral dissertation courses as contracted.

600. Furthermore, Plaintiff Gardiner and each member of the Michigan Subclass complied with their obligations under the contract. To the extent that they did not comply with their obligations under the contract, it was solely the result of conduct engaged in by Walden.

601. The breach of contract on the part of Walden has resulted in Walden's doctoral students enrolling in more dissertation courses than would be necessary if Walden had honored its contract and, in many instances, caused Subclass members to stop pursuing their education altogether because of Walden's unlawful continuing of tuition payments.

602. Despite its knowing and intentional breach of the contracts, Walden has retained the tuition payments (including costs for books, residency, technology fees, etc.) made by the members of the Michigan Subclass.

603. Walden has breached its contracts for doctoral education services with Plaintiff Gardiner and each member of the Michigan Subclass. Walden's breach has caused damage to Plaintiff Gardiner and each member of the Michigan Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

604. Moreover, Walden has breached its contracts with Plaintiff Gardiner and each member of the Subclass to provide doctoral educational services to them by engaging in systematic conduct such that it has failed to honor the covenant of good faith and fair dealing implied in every contract. Walden has engaged in unreasonable conduct that was entirely inconsistent with the reasonable expectations of Plaintiff Gardiner and each member of the Michigan Subclass.

Walden has breached its contracts for doctoral education services with Plaintiff Gardiner and

each member of the Michigan Subclass. Walden's breach has caused damage to Plaintiff Gardiner and each member of the Michigan Subclass in the form of additional and unexpected tuition payments (including costs for books, residency, technology fees, etc.) for doctoral dissertation courses and, in many instances, stopping the pursuit of their education altogether, which caused them to be further damaged in the amount of wasted tuition payments they made before being forced to withdraw from Walden's doctoral program.

**TWENTY-THIRD CAUSE OF ACTION (Alternative Michigan Subclass)  
Violation of Michigan Consumer Protection Act 331 of 1976  
Against Walden and Laureate**

605. Plaintiffs reallege and incorporate the preceding allegations by reference as if set forth fully herein.

606. Plaintiff Gardiner brings this cause of action on behalf of a Michigan Subclass. Walden and Laureate have engaged in unfair, unlawful, and fraudulent business practices, as set forth above.

607. Michigan Stat. §325D.44 specifically prohibits the use of unfair or deceptive trade practices in connection with a consumer transaction.

608. Students paying tuition so as to enroll in an institution is a consumer transaction.

609. By engaging in the above-described acts and practices, Walden and Laureate have committed one or more acts of unfair and deceptive trade practices.

610. Walden and Laureate made false and misleading statements about the nature, quality, style and model of Walden's doctoral education services. Further, the subject of the Walden doctoral degree transaction had been supplied in accordance with previous representations made by Walden and/or Laureate to Plaintiff Gardiner and members of the Michigan Subclass, and those representations were not performed. Specifically, Walden and/or Laureate misrepresented

that: 1) dissertation/doctoral study committee members would work as a team, directly guiding students through the various stages of the dissertation process including the proposal; 2) students had control over how long it would take to obtain their doctoral degree, 3) the dissertation process could take as little as 13 or 18 months or five dissertation classes; 4) their respective programs could be completed in the promised time, 5) the process for obtaining a dissertation chair and member would be reasonable and not burdensome, and where chairs or members have left, Walden would find replacements; 6) there would be reasonable stability in faculty member retention such that the process for obtaining a dissertation chair and member would not be repeated, much less repeated multiple times; and 7) appropriate and timely feedback (within 14 days) from their dissertation committee would be provided to students with respect to their dissertation work.

611. Walden and Laureate also knowingly concealed, omitted and otherwise failed to state material facts about Walden's doctoral education services that would tend to, and did, in fact, deceive students. Specifically, Walden and Laureate failed to disclose that they intentionally and deliberately used Walden's dissertation process as a means of improperly extracting tuition and generating revenue. Walden and Laureate further failed to disclose that they knowingly created and implemented a dissertation process that is fraught with inefficiencies, meant to ensure that students do not receive the timely responses and attention that they were promised, and creates inordinate turnover of faculty and supervisory committee chairs and members.

612. Walden and Laureate knew that the doctoral dissertation coursework was and continues to be systematically prolonged by the violations set forth herein.

613. The misrepresentations and omissions were material to Plaintiff Gardiner and the members of the Subclass.

614. Walden and Laureate's unfair and deceptive trade practices and acts occurred and continue to occur repeatedly during the course of its business. These actions constitute unfair and deceptive trade practices.

615. Plaintiff Gardiner and members of the Subclass relied on these representations and omissions in the course of pursuing their doctoral degrees. Furthermore, Walden and Laureate intended that Plaintiff Gardiner and members of the Subclass would rely on the representations and omissions.

616. As a direct and proximate result of Walden and Laureate's unfair and deceptive practices and acts, Plaintiff Gardiner and the Subclass have suffered and will continue to suffer actual damages. Had Plaintiff Gardiner and the members of the Subclass been aware of the misrepresentations and omissions, they would not have paid tuition to Walden for the educational services that Defendant purported to provide.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and members of the Class and Subclasses request that the Court enter an Order

or judgment against Walden as follows:

- A. Certifying this case as a class action and appointing Plaintiffs and their counsel to represent the Class;
- B. Awarding Plaintiffs and other members of the Class damages and all other relief available under the claims alleged;
- C. Awarding Plaintiffs and other members of the Class pre-judgment and post judgment interest as a result of the wrongs complained of herein;

- D. Awarding Plaintiffs and other members of the Class their costs and expenses in this litigation, including reasonable attorneys' fees and other costs of litigation;
- E. Awarding a trebling of damages where allowed under applicable state law;
- E. Requiring Walden to disgorge the revenue earned through the excessive doctoral dissertation coursework;
- F. Enjoining Walden from engaging further unlawful conduct as described herein;
- G. Awarding Plaintiffs and other members of the Class restitution; and
- H. Awarding such other relief as the Court deems just and proper.

### **JURY DEMAND**

Plaintiffs demands a trial by jury on all issues so triable.

REINHARDT WENDORF BLANCHFIELD

Dated: 12/1/2016

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