

<b>CIVIL ACTION COVER SHEET</b>		<b>DOCKET NUMBER</b> <div style="font-size: 1.2em; font-family: cursive;">2184CV00956</div>	<b>Trial Court of Massachusetts The Superior Court</b>	
		<b>COUNTY</b> <u>Suffolk Superior Court (Boston)</u>		

<b>Plaintiff</b> Commonwealth of Massachusetts  <b>ADDRESS:</b> Office of the Attorney General One Ashburton Place, 18th Floor Boston, MA 02108  <b>Plaintiff Attorney:</b> Lilia Volynkova Dubois <b>ADDRESS:</b> Office of the Attorney General One Ashburton Place, 18th Floor Boston, MA 02108 <b>BBO:</b> 688848	<b>Defendant:</b> Flatiron School LLC  <b>ADDRESS:</b> 18 West 18th St., 7th Floor New York, NY 10011  <b>Defendant Attorney:</b> Gregory F. Noonan <b>ADDRESS:</b> Hogan Lovells 125 High Street, Suite 2010 Boston, MA 02110 <b>BBO:</b> 651035
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TYPE OF ACTION AND TRACK DESIGNATION (see instructions section below)

<b>CODE NO.</b>	<b>TYPE OF ACTION (specify)</b>	<b>TRACK</b>	<b>HAS A JURY CLAIM BEEN MADE?</b>
E99	Other Administrative Action	X	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**\*If "Other" please describe:** Assurance of Discontinuance pursuant to G.L. c. 93A, section 5

<b>Is there a claim under G.L. c. 93A?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>Is there a class action under Mass. R. Civ. P. 23?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

**A. Documented medical expenses to date**

1. Total hospital expenses
2. Total doctor expenses
3. Total chiropractic expenses
4. Total physical therapy expenses
5. Total other expenses (describe below)

n/a

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Subtotal (1-5):

\$0.00

**B. Documented lost wages and compensation to date**

**C. Documented property damages to date**

**D. Reasonably anticipated future medical and hospital expenses**

**E. Reasonably anticipated lost wages**

**F. Other documented items of damages (describe below)**

n/a

TOTAL (A-F):

\$0.00

**G. Briefly describe plaintiff's injury, including the nature and extent of injury:**

n/a

CONTRACT CLAIMS

☐ This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).

Item #	Detailed Description of Each Claim	Amount
1.	n/a	
Total		

<b>Signature of Attorney/Unrepresented Plaintiff:</b>	<b>Date:</b> <u>4/26/21</u>
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**RELATED ACTIONS:** Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

<b>Signature of Attorney/Unrepresented Plaintiff:</b>	<b>Date:</b> <u>4/26/21</u>
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# CIVIL ACTION COVER SHEET INSTRUCTIONS

## SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

### AC Actions Involving the State/Municipality \*

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)  
 AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

### CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)  
 A02 Goods Sold and Delivered (F)  
 A03 Commercial Paper (F)  
 A04 Employment Contract (F)  
 A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)  
 A06 Insurance Contract (F)  
 A08 Sale or Lease of Real Estate (F)  
 A12 Construction Dispute (A)  
 A14 Interpleader (F)  
 BA1 Governance, Conduct, Internal Affairs of Entities (A)  
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)  
 BB1 Shareholder Derivative (A)  
 BB2 Securities Transactions (A)  
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)  
 BD1 Intellectual Property (A)  
 BD2 Proprietary Information or Trade Secrets (A)  
 BG1 Financial Institutions/Funds (A)  
 BH1 Violation of Antitrust or Trade Regulation Laws (A)  
 A99 Other Contract/Business Action - Specify (F)

\* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

### ER Equitable Remedies

- D01 Specific Performance of a Contract (A)  
 D02 Reach and Apply (F)  
 D03 Injunction (F)  
 D04 Reform/ Cancel Instrument (F)  
 D05 Equitable Replevin (F)  
 D06 Contribution or Indemnification (F)  
 D07 Imposition of a Trust (A)  
 D08 Minority Shareholder's Suit (A)  
 D09 Interference in Contractual Relationship (F)  
 D10 Accounting (A)  
 D11 Enforcement of Restrictive Covenant (F)  
 D12 Dissolution of a Partnership (F)  
 D13 Declaratory Judgment, G.L. c. 231A (A)  
 D14 Dissolution of a Corporation (F)  
 D99 Other Equity Action (F)

### PA Civil Actions Involving Incarcerated Party †

- PA1 Contract Action involving an Incarcerated Party (A)  
 PB1 Tortious Action involving an Incarcerated Party (A)  
 PC1 Real Property Action involving an Incarcerated Party (F)  
 PD1 Equity Action involving an Incarcerated Party (F)  
 PE1 Administrative Action involving an Incarcerated Party (F)

### TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)  
 B04 Other Negligence - Personal Injury/Property Damage (F)  
 B05 Products Liability (A)  
 B06 Malpractice - Medical (A)  
 B07 Malpractice - Other (A)  
 B08 Wrongful Death - Non-medical (A)  
 B15 Defamation (A)  
 B19 Asbestos (A)  
 B20 Personal Injury - Slip & Fall (F)  
 B21 Environmental (F)  
 B22 Employment Discrimination (F)  
 BE1 Fraud, Business Torts, etc. (A)  
 B99 Other Tortious Action (F)

### RP Summary Process (Real Property)

- S01 Summary Process - Residential (X)  
 S02 Summary Process - Commercial/ Non-residential (F)

### RP Real Property

- C01 Land Taking (F)  
 C02 Zoning Appeal, G.L. c. 40A (F)  
 C03 Dispute Concerning Title (F)  
 C04 Foreclosure of a Mortgage (X)  
 C05 Condominium Lien & Charges (X)  
 C99 Other Real Property Action (F)

### MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)  
 E97 Prisoner Habeas Corpus (X)  
 E22 Lottery Assignment, G.L. c. 10, § 28 (X)

### AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)  
 E21 Protection from Harassment, G.L. c. 258E(X)

### AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)  
 E03 Certiorari Action, G.L. c. 249, § 4 (X)  
 E05 Confirmation of Arbitration Awards (X)  
 E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)  
 E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)  
 E08 Appointment of a Receiver (X)  
 E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)  
 E10 Summary Process Appeal (X)  
 E11 Worker's Compensation (X)  
 E16 Auto Surcharge Appeal (X)  
 E17 Civil Rights Act, G.L. c.12, § 11H (A)  
 E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)  
 E25 Pleural Registry (Asbestos cases) (X)  
 E94 Forfeiture, G.L. c. 265, § 56 (X)  
 E95 Forfeiture, G.L. c. 94C, § 47 (F)  
 E99 Other Administrative Action (X)  
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)  
 Z02 Appeal Bond Denial (X)

### SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)  
 E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

### RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)  
 E27 Minor Seeking Consent, G.L. c.112, § 12S(X)

**TRANSFER YOUR SELECTION TO THE FACE SHEET**

#### **EXAMPLE:**

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	F	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

### STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

**DUTY OF THE PLAINTIFF** - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

**DUTY OF THE DEFENDANT** - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.  
 FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY  
 MAY RESULT IN DISMISSAL OF THIS ACTION.**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT  
CIVIL ACTION NO.

\_\_\_\_\_  
IN THE MATTER OF FLATIRON  
SCHOOL LLC  
\_\_\_\_\_

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**ASSURANCE OF DISCONTINUANCE  
PURSUANT TO M.G.L. CHAPTER 93A, § 5**

**I. INTRODUCTION**

1. The Commonwealth of Massachusetts (“Commonwealth”), through the Office of Attorney General Maura Healey (“AGO”) and Flatiron School LLC (“Flatiron”), enter into this Assurance of Discontinuance (“AOD”) pursuant to M.G.L. c. 93A, § 5.

2. Flatiron is a private for-profit postsecondary educational institution offering both online and on-campus programs, with its principal place of business at 18 West 18<sup>th</sup> St., 7<sup>th</sup> Floor, New York, NY 10011. Flatiron does not have, and has not had, a physical location in the Commonwealth of Massachusetts.

3. At various times before March 2020, Flatiron offered training programs to Massachusetts consumers in various fields such as Software Engineering and Data Science, among others.

4. Pursuant to M.G.L. c. 93A, § 6, the AGO conducted an investigation of Flatiron’s compliance with 940 C.M.R. 31.00 *et seq.* (the “Investigation”). Based on the Investigation, the AGO alleges that during the period from March 2016 through February 14, 2020 (the “Investigation Period”), certain of Flatiron’s actions were not in compliance with 940 C.M.R. 31.00 *et seq.*, which applies to Flatiron’s interactions with prospective Massachusetts students. Specifically, the AGO alleges that for certain prospective Massachusetts students:

- i. Flatiron failed to fully provide the disclosures required by 940 C.M.R. 31.05, clearly and conspicuously,<sup>1</sup> at least 72 hours prior to entering into

<sup>1</sup> Section 31.03 of 940 C.M.R. defines “clearly and conspicuously” to mean: “(a) contained on a school’s website in

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MICHAEL JOSEPH DONOVAN  
CLERK/MAGISTRATE



- an enrollment agreement with the prospective Massachusetts student; and
- ii. Flatiron failed on certain occasions to abide with the limitations of 940 C.M.R. 31.06(9), which prohibits schools from initiating communication with a Massachusetts consumer or prospective student, prior to enrollment, via telephone (either voice or data technology), in person, via text messaging, or by recorded audio message, in excess of two such communications in each seven-day period.

5. Flatiron does not admit the allegations, any violation of law, rule, or regulation and any liability or wrongdoing related to the AGO's review of Flatiron's practices.

6. The parties are desirous of resolving these matters in the interests of advancing or supporting educational opportunities for deserving Massachusetts residents, and accordingly, the AGO and Flatiron both voluntarily enter into this AOD.

## **II. TERMS OF THIS ASSURANCE**

7. Flatiron agrees to pay to the AGO the sum of eighty-nine thousand dollars (\$89,000). No part of this payment is or shall be considered a penalty or a fine and the Attorney General shall in her sole discretion apply the funds for investigative costs or for other purposes, including the amelioration of potential harm, if any, to Massachusetts students. Flatiron shall make this payment within thirty (30) days of the entry of this AOD. The payment will be made by check payable to the Office of the Attorney General, delivered by certified mail to Chloe Williams, Insurance & Financial Services Division, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02108. If any of the funds are not dedicated or encumbered for these purposes by six months from the entry of this AOD, the AGO may, in its sole discretion, after that point, transfer all or a portion of those remaining funds to the general fund of the state treasury.

8. Flatiron shall fully comply with 940 C.M.R. 31.00 *et seq.*

9. Flatiron will provide reasonable cooperation with the AGO during the implementation of this AOD and will provide all information not subject to applicable privileges that is reasonably requested by the AGO during the implementation of this AOD.


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a manner that is easy to locate and access; and (b) provided to and signed and dated by the consumer or prospective student, with copies to be provided both to the consumer or prospective student (and if the prospective student is younger than 18 years old, to the prospective student's parent or guardian) and retained by the school."

10. This AOD is made without any trial or adjudication of any issue of fact or law.
11. This AOD does not constitute an admission by Flatiron of any fact alleged by the AGO of non-compliance with any law, rule, or regulation.
12. The acceptance of this AOD by the AGO does not constitute acceptance or approval by the AGO of any of Flatiron's assertions of fact or past practices, and Flatiron will make no representation to that effect.
13. The AOD may be modified or supplemented only by a written document signed by both parties.
14. This AOD shall be binding upon Flatiron, its parents, officers, directors, employees, agents, subsidiaries, affiliates, subdivisions, successors, assigns, and purchasers of all or substantially all of its assets.
15. This AOD and its provisions shall be effective on the date that it is filed in Suffolk Superior Court.
16. By signing below, the Attorney General agrees that this AOD shall be in lieu of any potential civil action or proceeding against Flatiron under M.G.L. c. 93A, § 4 in relation to the violations listed in paragraph 4 above. Any violation by Flatiron of this AOD may be pursued in a civil action or proceeding under M.G.L. c. 93A hereafter commenced by the AGO.
17. Except to enforce its terms, no part of this AOD shall be construed or admitted into evidence as an admission of liability by Flatiron, its parents, officers, directors, employees, agents, subsidiaries, affiliates, subdivisions, affiliates, subdivisions, successors, purchasers or assigns, in any other proceeding.
18. By signing below, the signatories represent that they are authorized to sign this document on behalf of their respective parties and the parties agree to comply with their


respective undertakings contained in this AOD.

**FLATIRON SCHOOL LLC**

By:   
Adam Enbar  
Chief Executive Officer  
18 West 18<sup>th</sup> St., 7<sup>th</sup> Floor  
New York, NY 10011

Dated: April 14, 2021

**COMMONWEALTH OF MASSACHUSETTS  
MAURA HEALEY ATTORNEY GENERAL**

By:   
Lilia V. DuBois, BBO # 688848  
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Lilia.Dubois@mass.gov

Dated: 4/21/21