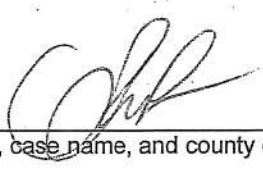
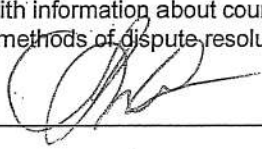


CIVIL ACTION COVER SHEET		DOCKET NUMBER	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): Commonwealth of Massachusetts		19-2522H		COUNTY Suffolk
ADDRESS: Office of the Attorney General				
One Ashburton Place, 18th Floor Boston, MA 02108				
DEFENDANT(S): Startup Institute, Inc.				
ATTORNEY: Lilia Volynkova DuBois				
ADDRESS: Office of the Attorney General		ADDRESS: 501 Massachusetts Avenue		
One Ashburton Place, 18th Floor Boston, MA 02108		Cambridge, MA 02139		
BBO: 688848				
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)				
CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?	
E99	Other Administrative Action	X	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
*If "Other" please describe: Assurance of Discontinuance pursuant to G.L. c. 93A, sec. 5				
<div style="display: flex; justify-content: space-between;"><div>Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</div><div>Is this a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</div></div>				
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 (attach additional sheets as necessary)				
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)				\$
				Subtotal (A): \$
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)				\$
				\$
G. Briefly describe plaintiff's injury, including the nature and extent of injury:				
				TOTAL (A-F): \$n/a
CONTRACT CLAIMS (attach additional sheets as necessary)				
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a). Provide a detailed description of claim(s):				
				TOTAL: \$ n/a
Signature of Attorney/ Unrepresented Plaintiff: X 				Date: Aug 7, 2019
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.				
Signature of Attorney of Record: X 				Date: Aug 7, 2019

SUFFOLK, ss.

IN THE MATTER OF
STARTUP INSTITUTE, INC.

B5025175.1

5. Pursuant to M.G.L. c. 93A, sec. 6, the AGO conducted an investigation of SI's compliance with 940 C.M.R. 31.00 et al. (the "Investigation"). Based on the Investigation, the AGO alleges that in the period following January 1, 2016, SI failed to comply with 940 C.M.R. 31.00 *et seq.* Specifically:
- a. The AGO alleges that SI failed to comply with 940 C.M.R. 31.05(4)(b), which requires that SI disclose its job placement rates to prospective students. The AGO alleges that SI failed to provide accurate job placement rates calculated in accordance with 940 C.M.R. 31.03 and 31.05(4)(b).
 - b. The AGO alleges that SI failed to comply with 940 C.M.R. 31.05, which requires that SI make the disclosures listed in 940 C.M.R. 31.05 to consumers and prospective students, clearly and conspicuously, at least 72 hours prior to entering into an enrollment agreement with a consumer or a prospective student. The AGO alleges that SI failed to provide the 940 C.M.R. 31.05 disclosures to its prospective students 72 hours prior to entering into an enrollment agreement with SI, and failed to affirm its prospective students' receipt of the 940 C.M.R. 31.05 disclosures by means of student signatures.
 - c. The AGO alleges that SI failed to comply with 940 C.M.R. 31.06(9), which prohibits SI from initiating communication with a 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. The AGO alleges that SI repeatedly contacted its prospective students more frequently than it is allowed under 940 C.M.R. 31.06(9).

6. SI does not admit the allegations, any violation of law, rule, or regulation and any liability or wrongdoing related to the AGO's review of SI's practices.
7. SI and the AGO desire to resolve the AGO's allegations in the interests of advancing and supporting educational opportunities for Massachusetts students, and accordingly voluntarily agree to enter this AOD.

ASSURANCES

8. Within thirty (30) days of entry of this AOD, SI shall pay to the AGO the sum of Two Hundred and Seventy Five Thousand Dollars (\$275,000). No part of this payment is or shall be considered a penalty or fine. The payment shall be used to cover investigative expenses, costs, amelioration of harm to students (if any), or consumer education at the sole discretion of, and in a manner determined solely by, the AGO. SI shall make this payment by certified check payable to the Office of the Attorney General, delivered by hand to Katherine Hurley, Insurance and Financial Services Division, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02108.
9. SI shall comply fully with 940 CMR 31.00 *et seq.*
10. SI shall forgive Institutional Debt (as defined in Paragraph 11, below) of former SI students in accordance with instructions provided by the AGO; provided, however, that the aggregate amount of such forgiveness shall not exceed \$50,000.
11. Institutional Debt shall mean, as to an individual student, the difference between the amount charged by SI for an educational program and the amount received by SI for such program from the student or on the student's behalf. For the avoidance of doubt, Institutional Debt does not include an amount borrowed by a student from any entity other than SI.

12. The AGO shall not initiate a civil action or any other proceeding or investigation against SI, its officers, directors, employees, successors or assigns based on SI's actions prior to the date of entry of this AOD which relate to the Investigation, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees or costs, except that the AGO may bring an action relating to any violation of or non-compliance with the terms of this AOD.
13. SI will provide reasonable cooperation with the AGO during the implementation of this AOD and provide all information not subject to applicable privileges that is reasonably requested by the AGO during the implementation.

ADDITIONAL PROVISIONS

14. This AOD does not constitute an admission by SI of any fact alleged by the AGO nor of non-compliance with any federal or Massachusetts law, rule, or regulation.—This AOD is made without any trial or adjudication of any issue of fact or law and is entered without prejudice to any defenses which SI may be entitled to assert in the context of any trial or litigation.
15. The acceptance of this AOD by the AGO does not constitute acceptance or approval by the AGO of any of SI's assertions of fact or past practices, and SI will make no representations to that effect.
16. The AOD may be modified or supplemented only by a written document signed by both parties.
17. Except to enforce its terms, no part of this AOD shall be construed or admitted into evidence as an admission of liability by SI, its officers, directors, employees, predecessors, successors, insurers, reinsurers, or assigns in any other proceeding.

18. This AOD shall be binding upon, and for the benefit of, SI, its parents, officers, directors, employees, agents, subsidiaries, affiliates, subdivisions, successors, assigns, and purchasers of all or substantially all of its assets.
19. This AOD and its provisions will be effective on the date that it is filed in Suffolk Superior Court.
20. By entering this AOD, the parties agree to comply with all terms of this AOD. Any violation of this AOD may be pursued in a civil action or proceeding. By signing below, the signatories represent that they are authorized to sign this document on behalf of their respective parties.

STARTUP INSTITUTE, INC.

By: 

Dated: 8/21/19

**COMMONWEALTH OF
MASSACHUSETTS
MAURA HEALEY
ATTORNEY GENERAL**

By: 

Lilia V. Dubois, Assistant Attorney General

Dated: 8/7/19