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FILED
Superior Court of California
County of Los Angeles
10/16/2020

Sherri R. Carter, Executive Officer / Clerk of Court
By: C. Wilson Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

PEAKS TRUST 2009-1,

Defendant.

Case No. 20STCV35275

~~PROPOSED~~ FINAL JUDGMENT AND PERMANENT INJUNCTION

EXHIBIT 1

The People of the State of California (“People”), appearing through their attorney, Xavier Becerra, Attorney General of the State of California, by Supervising Deputy Attorney General Bernard A. Eskandari, and PEAKS Trust 2009-1 (“PEAKS” or “Defendant”), appearing through its attorney, Philip R. Cosgrove of Nelson Mullins Riley & Scarborough LLP, having stipulated to the entry of this Judgment by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission by Defendant regarding any issue of law or fact alleged in the Complaint, without Defendant admitting any liability regarding allegations of violations that occurred prior to entry of this Judgment, and with all parties having waived their right to appeal, and the Court having considered the matter and good cause appearing:

1 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

2 1. This Court has jurisdiction over the allegations and subject matter of the People's
3 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
4 this Court has jurisdiction to enter this Judgment.

5 2. Nothing in this Judgment alters the requirements of federal or state law to the
6 extent they offer greater protection to consumers.

7 **DEFINITIONS**

8 3. The following definitions shall apply for purposes of this Judgment:

9 A. "Affected Consumer" means any student borrower residing in California
10 who received a Loan that was not paid in full as of the Effective Date.

11 B. "Consumer Information" means identifying information obtained by the
12 PEAKS about any individual Affected State Consumer in connection with the PEAKS Private
13 PEAKS Loan Program, including that Affected State Consumer's name, address, telephone
14 number, email address, social security number, or any data that enables access to any account of
15 that Affected State Consumer (including a credit card, bank account, or other financial account).
16 Consumer Information does not include any compilation or summary of Consumer Information if
17 such compilation or summary does not include identifying information of individual consumers.

18 C. "Consumer Reporting Agency" has the same meaning as set forth in the
19 Fair Credit Reporting Act, 15 U.S.C. § 1681a(f).

20 D. "Effective Date" means the date on which the court Order approving the
21 settlement between the Consumer Financial Protection Bureau ("CFPB") and the Defendants is
22 issued in the separate action to be filed by the CFPB against PEAKS in the United States District
23 Court for the Southern District of Indiana.

24 E. "ITT" means ITT Educational Services, Inc.

25 F. "Loan" means one of the private student loans entered into by or originated
26 to students of ITT schools by a third party under the PEAKS Loan Program and purchased by
27 PEAKS, including active loans and defaulted loans.

28 G. "PEAKS Loan Program" means the private student-loan program which

1 provided funding for students attending ITT schools established under a loan origination and sale
2 agreement between the bank that originated loans to ITT students, ITT, PEAKS, and the PEAKS
3 lender trustee; a servicing agreement between PEAKS, the PEAKS indenture trustee and
4 collateral agent, ITT, and the Servicer; as well as an indenture and credit agreement and the
5 PEAKS 2009-1 statutory trust agreement, to which the PEAKS indenture trustee and collateral
6 agent, and the PEAKS owner trustee, respectively, were parties.

7 H. “Redress Plan” means the comprehensive written plan for PEAKS’s
8 implementation of this Judgment, attached as Exhibit 1 to this Judgment.

9 I. “Servicer” means the third party contracted by PEAKS to perform
10 servicing of the Loans, including performing all collections actions and acceptance of payments
11 related to the Loans.

12 **INJUNCTIVE TERMS AND REMEDIATION**

13 4. Business and Professions Code section 17203 authorizes this injunction.

14 5. The injunctive provisions of this Judgment shall apply to Defendant and any of its
15 officers, employees, directors, partners, associates, post-judgment assignees, merged or acquired
16 entities, and wholly owned subsidiaries

17 6. Defendant shall not violate, whether acting directly or indirectly, the Unfair
18 Competition Law, Business and Professions Code section 17200 et seq. or the Rosenthal Fair
19 Debt Collection Practices Act, Civil Code section 1788 et seq.

20 7. Defendant shall not acquire loans other than the Loans and shall not conduct
21 business other than PEAKS Loan Program business.

22 8. Defendant shall cease all business upon the completion of its obligations as set out
23 in this Judgment.

24 9. As of the Effective Date, Defendant shall do the following:

25 A. Cease all collections activities and cease accepting payments from Affected
26 State Consumers related to any Loan;

27 B. Take no further action directly or through any agent or contractor, to
28 enforce or to collect any Loan of an Affected Consumer; and

1 C. Refrain from selling, transferring, or assigning any Loan.

2 D. Notwithstanding the requirements of subparagraphs (A) and (B) of this
3 Paragraph, PEAKS will not be regarded as in violation of this Judgment if it or the Servicer sends
4 out routine statements or notices that could be considered collection activity within 20 days after
5 the Effective Date; nor will PEAKS be regarded as in violation of this Judgment in the event that
6 a payment from an Affected Consumer related to any Loan is discovered to have been accepted or
7 processed after the Effective Date, provided that PEAKS, or the Servicer acting on its behalf,
8 makes efforts to return the full payment to the Affected Consumer as specified in the Redress
9 Plan.

10 10. Within 30 days of the Effective Date, PEAKS shall discharge and cancel all
11 outstanding balances of all Affected State Consumers' Loan accounts, including their associated
12 fees, charges, and interest.

13 11. Within 30 days of the Effective Date, PEAKS shall cause the Servicer to submit
14 written requests to all Consumer Reporting Agencies to which PEAKS or the Servicer has
15 reported information about the Affected Consumers' Loans, directing those Consumer Reporting
16 Agencies to delete the consumer trade lines associated with the Affected Consumers' Loans by
17 updating those consumer trade lines with the appropriate codes to reflect that each of those
18 consumer trade lines has been deleted and, if an explanation is required, with codes referencing a
19 negotiated settlement.

20 12. Within 30 days of the Effective Date, PEAKS will send notifications to the
21 Affected Consumers, by first class mail to the most recently available postal address contained in
22 the Servicer's system of record for each Affected Consumer, informing them of the new status of
23 their Loans, and the requested updated status of the credit reporting related to their Loans,
24 consistent with this Judgment.

25 13. Except as and to the extent provided herein and in the Redress Plan, PEAKS shall
26 relinquish all dominion, control, and title to all Loan payments made by Affected Consumers
27 after the Effective Date. No part of those funds may be retained by PEAKS.

28 14. Upon the Effective Date, PEAKS shall promptly begin implementation of the

1 Redress Plan consistent with the requirements of this Judgment. The terms of the Redress Plan
2 are incorporated by reference into this Judgment.

3 15. In the event that (a) a payment on a Loan of an Affected State Consumer is
4 received by PEAKS or the Servicer after the Effective Date; (b) the State of the last known
5 residence of the person who made that payment is California; and (c) (i) notwithstanding
6 PEAKS's efforts under the Redress Plan, the refund remains undeliverable, undeposited or
7 uncashed, or (ii) the payment was received more than 150 days after the Effective Date, then
8 PEAKS shall remit any such funds to the California Attorney General's Office to be used for
9 purposes authorized by Business and Professions Code section 17206. The Servicer shall stop
10 payment on any outstanding refund check representing those same funds. Under no circumstances
11 shall the Servicer or PEAKS be required to make more than one payment on account of any
12 payment received after the Effective Date.

13 16. PEAKS shall not to issue Internal Revenue Service Form 1099-Cs to Affected
14 Consumers.

15 CONSUMER INFORMATION

16 17. PEAKS, and its officers, employees, representatives, and agents who receive
17 actual notice of this Judgment, whether acting directly or indirectly, shall not disclose, use, or
18 benefit from Consumer Information, except as follows:

19 A. Consumer Information may be disclosed if requested by a government
20 agency or required by law, regulation, or court order; and

21 B. Consumer Information may be used to effectuate and to carry out the
22 obligations set forth in this Judgment.

23 REPORTING REQUIREMENTS

24 18. PEAKS shall notify the People of any development that may affect PEAKS's
25 compliance with obligations arising under this Judgment, including (but not limited to)
26 dissolution, assignment, sale or merger of PEAKS, or other action that would result in the
27 emergence of a successor entity to PEAKS; the creation of a subsidiary, parent, or affiliate of
28 PEAKS that engages in any acts or practices subject to this Judgment; the filing of any

1 bankruptcy or insolvency proceeding by or against PEAKS; or a change in PEAKS's name or
2 address. PEAKS shall provide this notice, if practicable, at least 30 days before the development,
3 but in any case no later than 14 days after the development.

4 19. Within 120 days of the Effective Date, PEAKS shall submit to the People the
5 following:

6 A. An accurate written compliance progress report that describes in detail the
7 manner and form in which PEAKS has complied with this Judgment;

8 B. A list of all Affected Consumers that sets forth the consumer's name,
9 corresponding unique identifying Loan number(s), last known contact information (mailing
10 address, email address and telephone number), and outstanding Loan balance(s) on the day prior
11 to the Effective Date (broken down among principal, interest, fees and any other amount due and
12 owing);

13 C. A list of all Affected Consumers whose notices of discontinuance of billing
14 and collection of the Loans, after commercially reasonable efforts, were undeliverable; and

15 D. A list of Loan payments that were not able to be returned, reversed, or
16 otherwise effectively rejected, as described in Paragraphs 9(D) and 15 above.

17 JUDGMENT DISTRIBUTION

18 20. Within 30 days of the Effective Date, PEAKS shall deliver a copy of this
19 Judgment to the Servicer and to any manager, employee, service provider, or other agent or
20 representative who has responsibilities related to compliance with this Judgment.

21 RECORDKEEPING

22 21. PEAKS shall maintain, until the first to occur of (i) the expiration of three years
23 from the Effective Date or (ii) PEAKS's dissolution, all documents and records necessary to
24 demonstrate full compliance with this Judgment.

25 22. Subject to the retention limitations provided in the prior paragraph, PEAKS, or its
26 appointed designee if any, must make the documents identified in the prior paragraph available to
27 the People upon request.

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RES JUDICATA EFFECT

23. This Judgment shall have res judicata effect and shall resolve any claim by the People against Defendant that the People have or might have asserted based on the acts or practices described in the Complaint, to the extent such acts or practices occurred before the Effective Date and the People know about them as of the Effective Date. The People may use the acts or practices described in this Judgment in future enforcement actions against Defendant, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. Nothing herein precludes or affects any right of the People to determine and ensure compliance with this Judgment, or to seek penalties for any violations of this Judgment.

ADDITIONAL PROVISIONS

24. Defendant shall cooperate fully with the People as necessary to achieve the goals and carry out the requirements of this Judgment.

25. Unless otherwise directed by the People, Defendant shall provide all submissions, requests, communications, or other documents relating to this Judgment by email to the following people:

Christopher M. Lapinig
Deputy Attorney General
christopher.lapinig@doj.ca.gov

Bernard A. Eskandari
Supervising Deputy Attorney General
bernard.eskandari@doj.ca.gov

26. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Judgment.

27. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at Los Angeles, California.

DATED: _____



Barbara M. Schepers

JUDGE OF THE SUPERIOR COURT
Barbara M. Schepers / Judge

Exhibit 1

REDRESS PLAN

PEAKS Trust 2009-1, a Delaware statutory trust (“PEAKS”); Deutsche Bank Trust Company Delaware, not in its individual capacity but solely in its capacity as Owner Trustee under the PEAKS Trust 2009-1 Amended and Restated Trust Agreement dated as of January 20, 2010 (the “Owner Trustee”), Deutsche Bank National Trust Company, not in its individual capacity but solely in its capacity as lender trustee under the PEAKS Trust 2009-1 Lender Trustee Agreement dated as of January 20, 2010 (the “Lender Trustee”); and Deutsche Bank Trust Company Americas, not in its individual capacity but solely in its capacity as indenture trustee and collateral agent under the PEAKS Trust 2009-1 Amended and Restated Indenture and Credit Agreement dated as of December 31, 2010 (the “Secured Party,” and together with PEAKS, the Owner Trustee, and the Lender Trustee, the “PEAKS Parties”) submit this Redress Plan to the Bureau of Consumer Financial Protection (“Bureau”), to set forth a summary of the tasks that will be performed to implement the PEAKS Parties’ settlement with the Bureau, the methods that will be used in performing those tasks, and the timeline for completion of those tasks. This document will serve as the Redress Plan referenced in the [Proposed] Stipulated Final Judgment and Order (“Consent Order”) that will be submitted to the United States District Court for the Southern District of Indiana in the action to be filed therein and to be titled *Bureau of Consumer Financial Protection v. PEAKS Trust 2009-1, et al.* (the “Action”).

To the extent that this Redress Plan provides for tasks to be performed by the Servicer (as defined below), PEAKS, and any of the other PEAKS Parties as may be required, has directed and will direct the Servicer (currently Vervent Inc.) to perform those tasks, and the Servicer has agreed to perform the tasks using the methods and in accordance with the timeline set out herein. PEAKS has committed to give notice to the Servicer of the Effective Date promptly upon learning that it has occurred.

I. Definitions

The following defined terms, in addition to those set forth above, are used herein:

- a. “Affected Consumers” means those borrowers with Affected Loans (as defined below).
- b. “Affected Loans” means those loans in the Program (as defined below), including active loans and charged off loans, that have more than a zero balance on the Effective Date (as defined below).
- c. “Consumer Reporting Agencies” means the credit bureaus and consumer reporting agencies to which the Servicer (as defined below) has reported information about the Affected Loans.
- d. “Consumers” means the borrowers, including but not limited to Affected Consumers, of Program loans.
- e. “Effective Date” means the effective date of the Consent Order.
- f. “IVR” means the Servicer’s standard interactive voice response system.
- g. “Notice” means the notification to be sent by the Servicer pursuant to Section II.d below.
- h. “Payment Portal” means the portion of the Website (as defined below) that functions as an entry point for certain Consumers, enabling them, once they log in, to access individual, account-level information.

- i. “Payors” means those who make payments on Affected Loans, including but not limited to Affected Consumers.
- j. “Program” means the PEAKS loan program serviced by the Servicer.
- k. “Script” means the written document that will assist the Servicer in responding to telephonic inquiries from Consumers about the Settlement (as defined below) and the status of their Program loan accounts after the Effective Date.
- l. “Servicer” means the servicer of the Program loans (currently Vervent Inc.).
- m. “Settlement” means the coordinated settlements of PEAKS with the Bureau and the States (as defined below) relating to the Program.
- n. “States” means Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nebraska, New Mexico, North Carolina, Oregon, Pennsylvania, Tennessee, Washington, West Virginia, Wisconsin, and the District of Columbia, and any other state that may join in the Settlement.
- o. “Website” means the webpage (www.peaksloan.com), maintained by the Servicer, that provides general information for Consumers regarding their Program loans.
- p. “Unreturnable Funds” means funds from a payment on an Affected Loan that was received after the Effective Date, which payment (i) either (1) cannot be returned, reversed or otherwise effectively rejected pursuant to the procedures described in Sections IV.d, IV.e and IV.f below, or (2) is received more than 150 days after the Effective Date; and (ii) is not required, pursuant to a Settlement agreement between the state of the Payor’s last known residence and PEAKS, to be paid to that state, because either the state has not so required or the Payor’s last known residence is not in one of the States.

II. Notification to Affected Consumers

- a. PEAKS will give the Servicer advance notice of the Effective Date by advising the Servicer when the first court filing has been made with respect to the Consent Order (such date, the “Advance Notice Date”). PEAKS will notify the Servicer of the date of filing of the Consent Order. Immediately upon receiving the approved Consent Order, PEAKS shall provide the approved Consent Order to the Servicer. All notices to be delivered to the Servicer under this subsection will be delivered by email to the attention of David Johnson (david@vervent.com) and Stephanie Jimenez (sjimenez@vervent.com).
- b. The Servicer will identify the Affected Consumers and Affected Loans, by conducting a query against the servicing system of record that will output a list of Program accounts with balances greater than zero on the Effective Date.
- c. The Servicer will prepare a list of all Affected Consumers, which, for each Affected Consumer, will set forth his/her name, corresponding unique identifying loan number(s), last known contact information (mailing address, email address and telephone number), and Affected Loan balance(s) on the day prior to the Effective Date (broken down among principal, interest, fees and any other amount due and owing). The Servicer will identify mailing addresses for the Affected Consumers by locating the most recently available postal address contained in the Servicer’s system of record for each Affected Consumer.

- d. Within 30 days after the Effective Date, the Servicer will send to each Affected Consumer, by first class U.S. mail, the Notice, consisting of (i) a copy of the Notice to Affected Consumers of Discontinuance of Billing and Collection, in the form of Exhibit A hereto, and (ii) an account statement reflecting an updated balance of \$0 for each of the Affected Consumer's Affected Loans, in the form of the sample Form of Zero Balance Account Statement attached hereto as Exhibit B. The account statements may be used by the Affected Consumers as verification that no further payment is due with respect to the Affected Loans.
- e. If any Notice sent pursuant to Section II.d above is returned as undeliverable, the Servicer, within 30 days of receiving the returned Notice, will use commercially reasonable efforts to obtain the Affected Consumer's updated mailing address, and, if successful, then will re-send the Notice, containing the materials outlined in Section II.d above, to the Affected Consumer. The commercially reasonable efforts will include: (i) using a commercial skip tracing service to obtain an updated address for the Affected Consumer; (ii) sending an email to the Affected Consumer's email address on file and requesting an updated mailing address; and (iii) calling the Affected Consumer using his/her telephone number(s) on file, verifying his/her identity, and requesting an updated mailing address. Assuming the foregoing yields new mailing address information, the Servicer will make up to three attempted deliveries of the Notice to each Affected Consumer.
- f. The Servicer will prepare a list of all Affected Consumers whose Notices, after commercially reasonable efforts, were undeliverable, including, for each such Affected Consumer, his/her name and last known mailing address, email address and telephone number.

III. Online Account Updates and Servicer Provision of Information

- a. The Servicer will designate 866-747-0273 as the telephone number Consumers should call with questions about the Settlement and the status of their Program loan accounts after the Effective Date. This number will route through the IVR, which provides basic account information and an option to speak with a live agent. Commencing on the day that the Servicer has received notice of the Effective Date, and until the Servicer telephone agents have completed their training to respond to Consumers' questions pursuant to the Script and the recorded introductory statement set out in the Script has been activated (but in no event later than five business days after the Effective Date), the live agents will answer any question concerning the discontinuance of collection of the Affected Loans by stating, "We have discontinued collection and enforcement of certain loans and are in the process of implementing this new policy. More information will be available by *[date five business days after Effective Date]*."
- b. Within five business days after the Effective Date, the Servicer (i) will update the online accounts of all Affected Consumers for all Affected Loans, so that the Affected Consumers' online accounts for each of the Affected Loans will reflect a \$0 balance as of the Effective Date; (ii) will make copies of the Notice accessible to Affected Consumers through the Payment Portal, in connection with their online accounts for the Affected Loans; (iii) will send an email to each Affected Consumer who is registered to receive, and who regularly receives, email notices of his/her Affected Loan statements or balance(s), providing a link to his/her online account(s) for the Affected Loan(s); (iv) will post a notice

on the Website home page, in form of Exhibit C hereto; and (v) will ensure that (1) Consumers calling the Servicer with questions about the Settlement or the new status of the Affected Loans will be directed through the IVR to the recorded introductory statement set out in the Script, and (2) those Consumers who opt to speak with a live agent after listening to that recorded message will be directed to telephone agents who will respond to questions in accordance with the Script. The Script is attached as Exhibit D hereto.

- c. The Payment Portal will be deactivated, and will become inaccessible to Consumers, two months after the Effective Date. The Servicer will maintain its above-referenced telephone number and the Website for 150 days after the Effective Date, after which time the telephone line and the Website will be dismantled.

IV. Discontinuance of Collections and Rejection of Payments after the Effective Date

- a. Within five business days after the Effective Date, the Servicer (i) will cease issuing monthly account statements to the Affected Consumers, whether by mail or by electronic means; (ii) will deactivate all active recurring and scheduled payments, and cancel all automatic payment arrangements, relating to the Affected Loans (whether through ACH or payment cards, via the IVR or the Payment Portal, or otherwise); and (iii) will initiate additional commercially reasonable efforts not to accept any payment received after the Effective Date on any Affected Loan, including by arranging for blocking or automatic reversal of ACH payments and bank transfers.
- b. Upon the Effective Date, the Servicer will cease remitting payments received for Affected Loans to PEAKS, the Secured Party or any assignee of the Affected Loans. In the event the Servicer remits any payments received for Affected Loans to PEAKS and/or the Secured Party on or after the Effective Date, then PEAKS and/or the Secured Party will return such payments to the Servicer within 10 (ten) business days of knowledge of receipt.
- c. Within 30 days of the Effective Date, PEAKS, the Lender Trustee, the Secured Party, and the Servicer will discharge all Affected Loans and will cancel all outstanding balances of all Affected Loans, including principal, interest, fees and any other amount due and owing.
- d. In the event that a check has been received by the Servicer's automated lockbox, or that a payment otherwise has been made for which a refund check is necessary (for example, payment by cash or an electronic payment sent through a bill pay service from the Payor's banking institution), the Servicer, within 30 days after receipt of the payment and identification of the correct PEAKS account, will mail a refund check, by first class U.S. mail, to the most recently available postal address contained in the Servicer's system of record for the Payor, together with a Letter to Payor with Return of Post-Effective Date Payment, in the form of Exhibit E hereto.
- e. If any refund check and Letter to Payor with Return of Post-Effective Date Payment sent pursuant to Section IV.d above is returned as undeliverable, the Servicer, within 30 days after receiving the returned check and Letter to Payor, will use commercially reasonable efforts to obtain the Payor's updated mailing address and, if successful, then will re-send the check and the Letter to the Payor. The commercially reasonable efforts will include: (i) using a commercial skip tracing service to obtain an updated address for the Payor; (ii) sending an email to the Payor's email address on file and requesting an updated mailing address; and (iii) calling the Payor using his/her telephone number(s) on file, verifying his/her identity, and requesting an updated mailing address. Assuming the foregoing yields new mailing address information, the Servicer will make up to three attempted deliveries of the returned check and the Letter to Payor with Return of Post-Effective Date Payment to each Payor.
- f. If any refund check sent pursuant to Section IV.e above, and not returned as undeliverable, is not deposited or cashed within 30 days, the Servicer will use commercially reasonable efforts over the

ensuing 30 days to contact the Payor, at least two additional times, by email or by telephone, in order to advise the Payor to deposit or to cash the check.

- g. The Servicer will prepare a list of all Affected Loan payments received after the Effective Date that were not able to be returned, reversed or otherwise effectively rejected.
- h. Any payment on an Affected Loan that should be refunded but, notwithstanding the efforts made pursuant to Sections IV.e and IV.f above, remains undeliverable, undeposited or uncashed, or that is received more than 150 days after the Effective Date, (i) will be paid to the State of the Payor's last known residence, if that State has so required in a Settlement agreement between that State and the PEAKS Parties, in accordance with the terms specified in that agreement, or, (ii) if the payment qualifies as Unreturnable Funds, will be paid by wire transfer to the Bureau or to the Bureau's agent, in accordance with the Consent Order. Prior to any transfer of funds pursuant to this paragraph, the Servicer will stop payment on any outstanding refund check representing those same funds. Under no circumstances will the Servicer be required to make more than one payment on account of any Affected Loan payment received after the Effective Date.

V. Credit Reporting

- a. Within 30 days after the Effective Date, the Servicer will submit a Metro 2 file to all Consumer Reporting Agencies, directing them to delete the consumer trade lines associated with the Affected Loans by updating those consumer trade lines with the appropriate codes to reflect that each of those consumer trade lines has been deleted. If any Consumer Reporting Agency should require an explanation, the Servicer will report "deleted as a result of a negotiated court settlement."
- b. To identify the appropriate Consumer Reporting Agencies, the Servicer will use its standard monthly Metro 2 reporting for the Program loans and will update the Consumer Reporting Agencies' information based on the application of a designated account status for the Affected Consumers' accounts.
- c. The Servicer will respond to all Consumer Reporting Agency inquiries concerning this procedure.
- d. For as long as PEAKS exists as a legal entity, PEAKS will ensure the Servicer complies with any applicable requirements under the Fair Credit Reporting Act and Regulation V.

VI. Timeline for Redress Plan and Notifications to the Bureau

- a. PEAKS will comply with all deadlines set forth above and in the Consent Order, and where applicable, will ensure that the Servicer takes all necessary steps to meet the deadlines set forth above and in the Consent Order.
- b. 120 days after the Effective Date, PEAKS will direct the Servicer to provide to the Bureau, on an encrypted disk or drive:
 - i. The list of the Affected Consumers, with their last known contact information and the Affected Loan balances, as described in Section II.c above;
 - ii. The list of undeliverable Notices, as described in Section II.f above; and
 - iii. The list of Affected Loan payments that were not able to be returned, reversed, or otherwise effectively rejected, as described in Section IV.g above.
- c. It is currently anticipated that the agreement by and among PEAKS, the Secured Party, ITT Educational Services, Inc., and the Servicer (the "Existing Agreement") will be

terminated promptly after the completion of the Servicer's Settlement implementation tasks as described in this Redress Plan. To the extent of any conflict between the Existing Agreement and this Redress Plan, the PEAKS Parties will consider the terms of this Redress Plan as controlling.

- d. It is currently anticipated that PEAKS will begin the process of dissolution, winding up and termination promptly after the completion of its obligations under this Redress Plan and the Consent Order.

EXHIBIT A

**FORM OF NOTICE TO AFFECTED CONSUMERS
OF DISCONTINUANCE OF BILLING AND COLLECTION**

[STANDARD SERVICING PEAKS LETTERHEAD]

XXXXX XX, 2020

BORROWER NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY, STATE ZIP

Re: **NOTICE THAT NO FURTHER PAYMENT IS DUE ON YOUR PEAKS
LOAN**

Account ID: XXXXXXXX (your "PEAKS Loan")

Dear *BORROWER NAME*:

You are receiving this notice because you are a former student of ITT Technical Institute ("ITT") who received a private student loan in connection with your ITT education, which loan is now outstanding, owned by PEAKS Trust 2009-1 ("PEAKS"), and serviced and collected by Verent Inc. ("Verent"). Pursuant to a settlement with the Bureau of Consumer Financial Protection and certain state Attorneys General, PEAKS has agreed to discontinue collection and enforcement of the entire outstanding balance of all such outstanding loans ("PEAKS Loans"), effective as of [*insert Effective Date of settlement*].

This notice is to inform you that **you are no longer obligated to make any payment on your PEAKS Loan.**

PEAKS and Verent have discontinued billing, and have discontinued collection of payments, for your PEAKS Loan. There will be no further action by PEAKS or Verent with respect to any balance previously due and owing on your account. An account statement reflecting a \$0 balance on your PEAKS Loan is enclosed with this notice, and you may use this account statement as verification that you are not obligated to make any further payment on your PEAKS Loan.

Additionally, all consumer credit reporting agencies to which PEAKS and Verent formerly reported credit information concerning your PEAKS Loan will be directed to delete the trade lines regarding your PEAKS Loan.

If you have other outstanding PEAKS Loans, they will be treated in the same manner. You will receive a copy of this notice and an account statement reflecting a \$0 balance for each of your outstanding PEAKS Loan accounts.

It is possible that some billing statements or other notices relating to your PEAKS Loan(s) were mailed prior to or shortly after the effective date of the settlement. If you receive such a billing statement or notice from PEAKS regarding your PEAKS Loan, you may disregard that document, as it is no longer valid, and payments are no longer required on any PEAKS Loan.

Vervent will reject or return any payment on your PEAKS Loan(s) that it receives after [*insert Effective Date of settlement*].

If you have a recurring or one-time electronic payment through the Vervent payment platform that is scheduled to make any payment on your PEAKS Loan(s) after the date of this letter, please note that Vervent has cancelled that payment, and all future payments, for your PEAKS Loan(s).

If you were sending payments directly through a bill pay service from your banking institution, you will need to contact your bank immediately to stop the payments on your PEAKS Loan(s). Vervent is not authorized to stop these transactions, as they are sent from your banking institution.

Please note that you may have other types of loans related to your ITT education that are not PEAKS Loans. This notice relates only to your PEAKS Loan(s) and does not apply to any other obligation you may have (even if serviced by Vervent), including other debts

associated with your ITT education, loans owned by someone other than PEAKS, or loans that once were owned by PEAKS but were paid in full prior to [*insert Effective Date of settlement*].

Any questions about this notice or the status of your PEAKS Loan account(s) may be directed to:

PEAKS Loans
P.O. Box XXXXX
San Diego, CA 92150-3430
customerservice@peaksloans.com
XXX-XXX-XXXX

Further information about the settlement is available through the Bureau of Consumer Financial Protection's public website (www.consumerfinance.gov) and telephone line ((855) 411-2372 or TTY/TDD: (855) 729-2372)).

Sincerely,

PEAKS Trust 2009-1

Encl.: Account Statement [*reflecting a \$0 loan balance*]

EXHIBIT B

**FORM OF
ZERO BALANCE ACCOUNT STATEMENT**



PO BOX 206536
 DALLAS TX 75320-6536
 (866) 747-0273

dbo.cif.mail_name1
 dbo.cif.street_address1
 dbo.cif.city dbo.cif.state, dbo.cif.zip

Account Summary

Account Number **dbo.loanacct.loan_number**
 Due Date N/A
 Monthly Payment \$0.00
 Past Due Payment Amount \$0.00
 Total Payment Amount \$0.00

Amount Remitted

Mail Payments To:
 PEAKS PRIVATE STUDENT LOANS
 PO BOX 206536
 DALLAS TX 75320-6536

060217 0000000000000000308521 06 0 0000311500 6

 Please detach and return the top portion of this statement with your payment.

Summary of Account	
Statement Date	Current Date
Account Number	dbo.loanacct.loan_number
Current Interest Rate	dbo.loanacct.current_interest_rate %*
Maturity Date	dbo.loanacct.cur_maturity_date
Current Balance*	\$0.00
Payments since last bill (-)	\$0.00
*Do not use this amount as a payoff for this account. Please contact our office for a payoff.	

Payment Information	
Monthly Payment	\$0.00
Past Due Amount	\$0.00
Total Current Due Amount	\$0.00
Payment Due Date	N/A
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to: \$0.00.	
Grace Period expires:	N/A
Please send billing inquiries and correspondence to: PO BOX 206536 DALLAS TX 75320-6536	

Questions: Call Customer Service: (866) 747-0273.

Transactions			
Trans Date	Post Date	Description	Amount
		Fees	
		Interest Charged	
		Interest Charged	\$0.00

EXHIBIT C

**FORM OF
NOTICE TO BE POSTED ON THE WEBSITE HOME PAGE**

**NOTICE THAT NO FURTHER PAYMENTS
ARE DUE ON PEAKS LOANS**

Pursuant to a settlement with the Bureau of Consumer Financial Protection and certain state Attorneys General, and effective as of [*insert Effective Date of settlement*], PEAKS Trust 2009-1 (“PEAKS”) has agreed to discontinue collection and enforcement of the entire outstanding balances of all outstanding PEAKS loans made to former students of ITT Technical Institute (“ITT”) who received private student loans in connection with their ITT education (“PEAKS Loans”).

Borrowers are no longer obligated to make any payments on their PEAKS Loans.

PEAKS and the servicer of the PEAKS Loans, Vervent Inc. (“Vervent”), have discontinued billing, and have discontinued collection of payments, for all PEAKS Loans. There will be no further action by PEAKS or Vervent with respect to any balance previously due and owing on any account.

An account statement reflecting a \$0 balance for each PEAKS Loan with an outstanding balance as of [*insert Effective Date of settlement*] will be delivered to each borrower of those PEAKS Loans, and these account statements may be used as verification that the borrowers are not obligated to make any further payment on those PEAKS Loans.

Vervent will reject or return any payment on PEAKS Loans that it receives after [*insert Effective Date of settlement*].

For those borrowers who have recurring or one-time electronic payments through the Vervent payment platform that are scheduled to make any payment on a PEAKS Loan after [*insert Effective Date of settlement*], please note that Vervent has cancelled those payments, and all future payments, for PEAKS Loans.

If you were sending payments directly through a bill pay service from your banking institution, you will need to contact your bank immediately to stop the payments on your PEAKS Loan(s). Vervent is not authorized to stop these transactions, as they are sent from your banking institution.

Additionally, for each borrower who had an outstanding balance on a PEAKS Loan as of [*insert Effective Date of Settlement*], all consumer credit reporting agencies to which PEAKS and Vervent reported credit information concerning that PEAKS Loan will be directed to delete the trade lines regarding that PEAKS Loan.

It is possible that some billing statements or other notices relating to PEAKS Loans were delivered prior to or shortly after the effective date of the settlement. If you receive such a billing statement or notice from PEAKS regarding your PEAKS Loan, you may disregard that document, as it is no longer valid, and payments are no longer required on any PEAKS Loan.

Please note that borrowers may have other types of loans related to their ITT education that are not PEAKS Loans. This notice relates only to PEAKS Loan(s) with outstanding balances as of [*insert Effective Date of settlement*], and does not apply to any other student loan (even if serviced by Vervent), including other debts associated with ITT, loans owned by someone other than PEAKS, or loans that once were owned by PEAKS but were paid in full prior to [*insert Effective Date of settlement*].

Any questions about this notice or the status of a PEAKS Loan account(s) may be directed to:

PEAKS Loans
P.O. Box XXXXX
San Diego, CA 92150-3430
customerservice@peaksloans.com
XXX-XXX-XXXX

Further information about the settlement is available through the Bureau of Consumer Financial Protection's public website (www.consumerfinance.gov) and telephone line ((855) 411-2372 or TTY/TDD: (855) 729-2372)).

EXHIBIT D

**VERVENT SCRIPT
FOR ANSWERING CONSUMER INQUIRIES
CONCERNING THE SETTLEMENT AND ITS IMPACT
ON THE STATUS OF THE PROGRAM LOAN ACCOUNTS**

Vervent Script
for answering Consumer inquiries concerning
the settlement and its impact on the status of the Program loan accounts

Introductory recorded statement:

Thank you for calling about the recent settlement between PEAKS and the Government.

The Bureau of Consumer Financial Protection, along with the Attorneys General of several states, entered into a settlement with PEAKS concerning collection and enforcement of private student loans that were made to students of ITT Technical Institute, and are owned by PEAKS. Under the settlement, PEAKS **agreed to discontinue collection and enforcement of the entire outstanding balance of each of those loans.**

What this means to you is that: if (1) you are a former student of ITT Technical Institute, and (2) you received a private student loan in connection with your ITT education, and (3) that loan is owned by PEAKS, and (4) that loan had an outstanding balance due and owing as of [*insert Effective Date of settlement*], then you do not have to make any further payment on that loan.

If you still have questions about your PEAKS loan, please stay on the line, or dial [XXX], to speak with a live operator.

If you still have questions about the settlement, you can call you can contact the Bureau of Consumer Financial Protection through the Bureau's public website (www.consumerfinance.gov) and telephone line ((855) 411-2372 or TTY/TDD: (855) 729-2372)).

Live operator script:

Exactly who settled what with whom and why?

For details about the settlement, you can contact the Bureau of Consumer Financial Protection through the Bureau's public website (www.consumerfinance.gov) and telephone line ((855) 411-2372 or TTY/TDD: (855) 729-2372)). In what State do you live? {*check against list of participating states, to be supplied. If caller lives in one of those states:*} You also can contact your State's Attorney General at {*list of participating states and corresponding contact information to be supplied*}.

What does the settlement mean to me?

Under the settlement, PEAKS agreed to discontinue collection and enforcement of the entire outstanding balance of each of the loans that it owns.

Am I affected?

You are affected if (1) you are a former student of ITT Technical Institute, and (2) you received a private student loan in connection with your ITT education, and (3) that loan is owned by PEAKS, and (4) that loan had an outstanding balance due and owing as of [*insert Effective Date of settlement*].

This applies to you if you are up to date on your payments, or if you are delinquent in your payments, or if you have defaulted on your loan.

What if I already paid off my loan?

If you previously have paid off your PEAKS loan, the settlement does not affect you or that loan.

What is the relief that affected borrowers receive?

PEAKS and Vervent have discontinued billing, and have discontinued collection of payments, for PEAKS loans with outstanding balances due and owing as of [*insert Effective Date of settlement*].

This includes the outstanding principal amount, as well as any and all outstanding fees, penalties and other account charges.

There will be no further action by PEAKS or Vervent with respect to any balance previously due and owing on your account.

An account statement reflecting a \$0 balance on your PEAKS loan has been, or shortly will be, sent to you, and you may use this account statement as verification that you are not obligated to make any further payment on your PEAKS loan.

What will happen to any negative credit reporting that may have flowed from my late payment, or non-payment, of my PEAKS loan?

PEAKS is requesting that credit reporting agencies delete any reference to these accounts from the credit reports of the affected borrowers.

If you previously paid off your PEAKS loan, no change will be requested on your credit report. It will continue to reflect that you made payment in full.

Do I need to take any action to qualify for relief?

No. Affected borrowers do not need to do anything to receive the relief. The relief is automatic.

Does the discharge of my loan affect my income tax liability?

The IRS has established that a taxpayer whose private student loan is discharged based on a settlement of a legal cause of action resolving allegations of unlawful business practices against a private lender that made student loans to finance attendance at a for-profit schools will not recognize gross income as a result of the discharge, and the taxpayer should not report the amount of the discharged loan in gross income on his or her Federal income tax return. You should consult your tax advisor if you have questions about the applicability of the IRS's ruling to your PEAKS loans. Based on the ruling, PEAKS has determined that it will not send you a Form 1099.

Does the relief extend to any other loan?

The settlement affects only amounts owed on PEAKS loans as of *[insert Effective Date of settlement]*.

The settlement does not affect any amount that you may owe on federal student loans, , or by another entity other than PEAKS.

The settlement does not affect any PEAKS loan that already has been paid in full.

If you have a federal student loan, you must contact your lender to determine if you remain responsible for paying it. If you are still obligated to make those payments, failure to do so could harm you, by creating delinquencies and negative remarks on credit reports.

What about my other loans that are serviced by Vervent?

The settlement affects only amounts owed on PEAKS loans as of *[insert Effective Date of settlement]*. It does not affect any amount you may owe on another loan, even if that loan is also serviced by Vervent.

What is the amount of my loan that was discharged under the settlement?

If you have questions about your monthly payments to Vervent, or about the outstanding balance on your PEAKS loan, please provide your account number, and we will assist you. *{Loan-specific questions to be answered as appropriate.}*

EXHIBIT E

**FORM OF LETTER TO PAYORS
WITH RETURN OF POST-EFFECTIVE DATE PAYMENT**

[STANDARD SERVICING PEAKS LETTERHEAD]

XXXXX XX, 2020_

PAYOR NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY, STATE ZIP

Re: **NOTICE OF REJECTION AND RETURN OF PAYMENT**

Account ID: XXXXXXXX (your "PEAKS Loan")

Dear *PAYOR NAME*:

You are receiving this notice because you are a former student of ITT Technical Institute ("ITT"), or have made a payment on behalf of a former ITT student, who received the private student loan with the account identification number referenced above, and because we received a payment from you in connection with that PEAKS Loan after [*insert Effective Date of settlement*].

Pursuant to a settlement with the Bureau of Consumer Financial Protection ("Bureau") and certain state Attorneys General, the owner of your PEAKS Loan agreed to discontinue collection and enforcement of the entire outstanding balance of the Loan, effective as of [*insert Effective Date of settlement*]. **As a result of the settlement, you are no longer obligated to make any payment on your PEAKS Loan.**

Because we received a payment from you after the date we stopped accepting payments on your PEAKS Loan, **we are returning the payment to you. Enclosed please find a check representing the return of funds received from you.**

Please deposit or cash this refund check as soon as possible. If you fail timely to deposit or to cash this check, the check will be cancelled after 60 days [*or such other longer period, if any, as may be required by Vervent' banking agreement*] as noted on the face of the check, and the funds will be deemed to be unclaimed property and will be sent to the state of your last known residence or the Bureau.

[*ADD IF APPROPRIATE*: This check represents a refund of the electronic payment you sent from your banking institution. We are not authorized to stop these transactions, as they are sent from your banking institution. **Please contact your bank immediately to stop future payments on the PEAKS Loan.**]

Any questions about this notice or the status of your PEAKS Loan may be directed to:

PEAKS Loans

P.O. Box XXXXX

San Diego, CA 92150-3430

customerservice@peaksloans.com

877-662-2470

Further information about the settlement is available through the Bureau of Consumer Financial Protection's public website (www.consumerfinance.gov) and telephone line ((855) 411-2372 or TTY/TDD: (855) 729-2372)).

Sincerely,

PEAKS Trust 2009-1

EXHIBIT 2

**INSTRUCTIONS
REGARDING UNRETURNABLE PAYMENTS**

Instructions Regarding Unreturnable Payments

<u>State</u>	<u>Mode of Payment</u>	<u>Address to which To Send Check (if any) and Cover Letter</u>	<u>Additional Instructions</u>	<u>Contacts for Reference in the Event of Questions</u>
Alabama	Check payable to “State of Alabama – Office of the Attorney General”	State of Alabama – Office of the Attorney General 501 Washington Avenue Montgomery, Alabama 36130-0152	Cover letter stating the identity of the payor, ¹ and the last known contact information for the payor	Noel S. Barnes Assistant Attorney General State of Alabama 334-353-9196 nbarnes@ago.state.al.us
Arizona	Check payable to “State of Arizona Attorney General’s Office” or by such other means as the parties may agree	Office of the Attorney General Attention: Consumer Protection & Advocacy Section 2005 N. Central Avenue Phoenix, Arizona 85004	Cover letter stating the identity of the payor, and the last known contact information for the payor These payments will be deposited in an interest-bearing account within the Consumer Restitution and Remediation Revolving	Shane Foster Senior Litigation Counsel Office of the Arizona Attorney General 602-542-8766 shane.foster@azag.gov

¹ Throughout this document, the term “payor” is used to refer to the student borrower or other payor who made the unreturnable payment.

			Fund pursuant to Ariz. Rev. Stat. § 44-1531.02(B)	
Arkansas	Check payable to "Auditor of State"	Andrea Lee, Auditor of State Unclaimed Property Division 1401 West Capitol Avenue Suite 325 Little Rock, Arkansas 72201	Cover letter stating the identity of the payor, the last known contact information for the payor, and that First Associates has attempted to notify the payor	David A.F. McCoy Assistant Attorney General Office of Arkansas Attorney General Leslie Rutledge 501-682-7506 david.mccoy@arkansasag.gov or Josh Wood 501-682-6000 holders@auditor.ar.gov
Colorado	Check payable to "Colorado State Treasury Unclaimed Property Division"	Colorado State Treasury Unclaimed Property Division 1580 Logan Street Suite 500 Denver, Colorado 80203	Cover letter stating that the funds are being remitted pursuant to agreement with the Colorado Attorney General	Olivia D. Webster Senior Assistant Attorney General 720-508-6203 libby.webster@coag.gov

			First Associates' TIN/FEIN must appear on the check	
Connecticut	Check payable to "Unclaimed Property Division, Connecticut Office of the Treasurer"	State of Connecticut Office of the State Treasurer Unclaimed Property Division P.O. Box 150435 Hartford, Connecticut 06115-0435 Attention: Cathy Kristof, Associate Examiner	Cover letter stating that the funds are being remitted pursuant to agreement with the Connecticut Attorney General Enclose completed and notarized Form ST77, available at https://www.ott.ct.gov/ucpdocs/2017/ReportofUnclaimedPropertyFormST-77-October%202017.pdf In completing the form, use NAUPA code MS11 ("Refunds Due") ² If more than three checks are to be sent, contact Cathy Kristof for further instructions	Cathy Kristof Associate Examiner Office of the Treasurer 860-702-3276 cathy.kristof@ct.gov or Joseph J. Chambers Assistant Attorney General 860-808-5270 joseph.chambers@ct.gov
Delaware	Check payable to "State of Delaware Consumer Protection Fund"	Delaware Department of Justice Attn: Director of Consumer Protection 820 North French Street 5 th Floor	Cover letter (a) stating the identity of the payor, the last known contact information for the payor, the social security number of the payor (if available)	Christian Douglas Wright, Director of Consumer Protection Delaware Department of Justice 302-577-8944 christian.wright@delaware.gov

² "NAUPA" refers to the National Association of Unclaimed Property Administrators.

		Wilmington, Delaware 19801	and the amount for each payor, and (b) identifying the party (by name, contact information, and EIN) on whose behalf the check is submitted	
District of Columbia	Check payable to “DC Treasurer”	Benjamin M. Wiseman Director, Office of Consumer Protection D.C. Office of the Attorney General 441 4 th Street NW Suite 600S Washington, D.C. 20001	Cover letter stating the identity of the payor, and the last known contact information for the payor Any part of these funds, at the discretion of the Attorney General for the District of Columbia, may be (a) held by the District as unclaimed property on behalf of consumers or (b) used in accordance with District law for any other lawful purpose, including the payment of restitution to impacted consumers.	Benjamin M. Wiseman Director, Office of Consumer Protection Office of the Attorney General 202-741-5226 Benjamin.wiseman@dc.gov
Florida	Check payable to “Department of Legal Affairs Escrow Account”	Office of the Attorney General, State of Florida Attn. Robert Edelman; CUSO AVC 1300 Riverplace Boulevard Suite 405	The check should include the information “L19-3-1294” on the face of the check. Cover letter stating the payor’s name, last known	Assistant Attorney General Robert Edelman Office of the Attorney General, State of Florida (904) 348-2720

		Jacksonville, Florida 32207	contact information, and that funds are being remitted subject to “CUSO AVC L19-3-1294”	Robert.Edelman@myfloridalegal.com
Georgia	Check payable to “Georgia Department of Law”	Consumer Protection Division Georgia Department of Law 2 Martin Luther King, Jr. Drive Suite 356 Atlanta, Georgia 30334	Cover letter referencing the AVC and including the following information: the identity of each payor, the amount of funds due to each payor, the last known contact information for each payor, the social security number or taxpayer identification number, if known, or each payor, and the CUSO’s Federal Employer ID Number	Christine Hom Assistant Attorney General Consumer Protection Division 404-656-4739 chom@law.ga.gov

Idaho	Check payable to “Idaho Unclaimed Property”	Idaho State Treasurer’s Office Unclaimed Property P.O. Box 83720 Boise, Idaho 83720-9101	Check to be accompanied by a “holder report” using the NAUPA format or manually, at https://yourmoney.idaho.gov/app/submit-a-report	Megan Gregory Business Specialist Unclaimed Property Office 208-332-2977 megan.gregory@sto.idaho.gov <u>or</u> Jane Hochberg Deputy Attorney General 208-332-3553 Jane.hochberg@ag.idaho.gov
Illinois	Transfer of funds made via the Illinois State Treasurer’s Office’s online portal, located at https://icash.illinoisstreasurer.gov/	N/A	Funds to be sent with a report submitted via the same online portal as the funds, which report must: 1. be signed by or on behalf of First Associates or the CUSO, and be verified as to its completeness and accuracy;	Gregory Jones Assistant Attorney General 312-814-4987 GJones@atg.state.il.us

			<ol style="list-style-type: none">2. identify the amount of funds due to the payor and the number of any uncashed reimbursement check issued;3. state the name; last-known address including zip code, if known; and social security number or taxpayer identification number, if known or readily ascertainable, of the payor;4. state the date of the uncashed reimbursement check sent to the payor; and5. state that the funds are being remitted pursuant to agreement with the Illinois Attorney General and that diligent, good faith efforts were taken to return the funds to the owner of such funds in accordance with that agreement, but the payor has not been located	
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Indiana	<p>Check payable to “Office of the Indiana Attorney General”</p> <p>or by such other means as the parties may agree</p>	<p>Office of the Indiana Attorney General</p> <p>302 West Washington Street</p> <p>IGCS Fifth Floor</p> <p>Indianapolis, Indiana 46204</p>	<p>Cover letter stating the identity of the payor, the last known contact information for the payor, and any other information that can help identify/locate the individual</p>	<p>Clinton Bohm</p> <p>Director of Finance</p> <p>Office of the Indiana Attorney General</p> <p>317-234-7131</p> <p>317-525-5192</p> <p>Clinton.bohm@atg.in.gov</p>
Iowa	<p>Check payable to “Treasurer of the State of Iowa”</p>	<p>Iowa State Treasurer’s Office</p> <p>Unclaimed Property</p> <p>P.O. Box 10430</p> <p>Des Moines, Iowa 50309</p>	<p>Cover letter stating that the funds are being remitted pursuant to agreement with the Iowa Attorney General</p> <p>First Associates’ TIN/FEIN must appear on the check</p>	<p>Jessica Whitney</p> <p>Special Assistant Attorney General</p> <p>515-281-5926</p> <p>jessica.whitney@ag.iowa.gov</p>
Kansas	<p>Check payable to “Office of the Kansas Attorney General”</p>	<p>Sarah M. Dietz</p> <p>Assistant Attorney General</p> <p>Office of the Kansas Attorney General</p> <p>120 SW 10th Avenue</p> <p>2nd Floor</p>	<p>Cover letter stating the identity of the payor, and the last known contact information for the payor, and that the funds are remitted pursuant to the agreement with the Kansas Attorney General</p>	<p>Tabetha Mallonee</p> <p>Director of Fiscal Operations</p> <p>Office of the Kansas Attorney General</p> <p>785-296-1553</p> <p>Tabetha.mallonee@ag.ks.gov</p>

		Topeka, Kansas 66512		
Kentucky	Check payable to “Kentucky State Treasurer”	Office of the Attorney General 1024 Capital Center Drive Suite 200 Frankfort, Kentucky 40601 Attn: Todd Leatherman	Cover letter stating the identity of the payor, and the last known contact information for the payor	Todd E. Leatherman Special Attorney Office of the Kentucky Attorney General 502-696-5384 Todd.leatherman@ky.gov
Louisiana	Check payable to “State of Louisiana Unclaimed Property Division”	State Capitol Building Annex 1051 N. 3 rd Street Room 150 Baton Rouge, Louisiana 70802	Cover letter stating the identity of the payor, the last known contact information for the payor, and that the funds are remitted pursuant to agreement with the Louisiana Attorney General	Cathryn Gits Assistant Attorney General 225-326-6414 gitsc@ag.louisiana.gov
Maine	Check payable to “State of Maine Attorney General’s Office”	Office of Maine Attorney General 111 Sewall Street Burton Cross State Office Building 6 th Floor Augusta, Maine 04330	Cover letter stating the identity of the payor, and the last known contact information for the payor	Linda Conti Assistant Attorney General 207-626-8591 linda.conti@maine.gov

		Attn: Consumer Protection		
Maryland	Check payable to “State of Maryland Unclaimed Property Division”	Unclaimed Property Division Comptroller of Maryland Attention: Eric Eichler 301 West Preston Street Room 310 Baltimore, Maryland 21201	Cover letter stating: 1. the identity and last known contact information, including but not limited to the last known address, for the payor; 2. that the funds are unreturnable funds being delivered pursuant to an agreement with the Maryland Attorney General; 3. the amount due to the payor; 4. the date that the payment to be submitted to the state was first received; and 5. the date of the last transaction with the payor with respect to the funds (that is, the date that the last letter was sent to, or the last contact was actually made with, the payor)	Christopher Madaio Assistant Attorney General 410-576-6585 cmadaio@oag.state.md.us
Massachusetts	Check payable to	Office of the Attorney General	Cover letter stating the identity of the payor, and	Diana Hooley

	“Commonwealth of Massachusetts”	ATTN: Katie Hurley, Insurance and Financial Services Division One Ashburton Place 18th Floor Boston, Massachusetts 02108	the last known contact information for the payor	Assistant Attorney General 617-963-2198 diana.hooley@mass.gov
Michigan	Check payable to “State of Michigan”	Michigan Department of Attorney General Corporate Oversight Division P.O. Box 30736 Lansing, Michigan 48909	Cover letter stating the name and last known contact information for the payor, and, in the event of multiple payors, the amount due per payor	Brian G. Green Assistant Attorney General Corporate Oversight Division 517-335-7632 greenb@michigan.gov
Minnesota	Check payable to “State of Minnesota”	Katherine Kelly Minnesota Attorney General's Office 445 Minnesota Street Suite 1200 St. Paul, Minnesota 55101	Cover letter stating the identity and last known contact information, including but not limited to the last known address, for the payor	Katherine Kelly Assistant Attorney General 651-757-1308 Katherine.Kelly@ag.state.mn.us
Mississippi	Check payable to “Mississippi Attorney General’s Office”	Bridgette W. Wiggins Consumer Protection Division Mississippi Attorney General’s Office Post Office Box 22947	Cover letter stating the identity and last known contact information, including but not limited to the last known address, for the payor	Bridgette W. Wiggins Director, Consumer Protection Division Mississippi Attorney General’s Office

		Jackson, Mississippi 39225		601-359-4279 bwill@ago.state.ms.us
Missouri	Check payable to “Missouri State Treasurer’s Office”	Missouri State Treasurer’s Office Unclaimed Property P.O. Box 11272 Jefferson City, Missouri 65102-1272	Cover letter stating that the funds are being remitted pursuant to agreement with the Missouri Attorney General, and diligent, good faith efforts were taken to return the funds to the owner of such funds in accordance with that agreement, but were unsuccessful Enclose completed Unclaimed Property Report Form (available, with instructions, at www.treasurer.mo.gov/UnclaimedProperty/PDFs/Report.pdf	Missouri State Treasurer’s Office Unclaimed Property 573-751-8533 ucp@treasurer.mo.gov or Michael Schwalbert Assistant Attorney General 314-340-7888 Michael.schwalbert@ago.mo.gov
Nebraska	Check payable to “Nebraska State Treasurer”	Nebraska State Treasurer Attention: Meaghan Aguirre Director of Unclaimed Property	Cover letter stating the identity and last known contact information, including but not limited	Meghan Stoppel Chief, Consumer Protection Division Assistant Attorney General

		809 P Street Lincoln, Nebraska 68508-1390	to the last known address, for the payor	402-471-0858 meghan.stoppel@nebraska.gov
Nevada	Check payable to “Nevada State Treasurer”	Nevada State Treasurer Attn: Unclaimed Property 555 East Washington Avenue Suite 4200 Las Vegas, Nevada 89101	Cover letter stating the identity and last known contact information, including but not limited to the last known address, for the payor	Linda Tobin Deputy State Treasurer 702-486-4354 ltobin@nevadatreasurer.gov
New Hampshire	Check payable to “Treasurer, State of New Hampshire”	Thomas McAnespie Abandoned Property Director 25 Capitol Street Concord, New Hampshire 03301	Cover letter stating (to the extent the information is available) the identity and last known contact information, including but not limited to the last known address, for the payor, date of birth of the payor, social security number of the payor, and amount of payment to be returned	Thomas McAnespie Abandoned Property Director 603-271-1499 tmcanespie@treasury.state.nh.us
New Jersey	Check payable to “New Jersey Division of Consumer Affairs”	Case Initiation and Tracking Unit New Jersey Division of Consumer Affairs Office of Consumer Protection	Cover letter stating the (a) identity of the payor, (b) social security number of the payor, (c) last known contact information, including but not limited to last known address, for	

		<p>124 Halsey Street 7th Floor Newark, New Jersey 07102</p> <p>Attn: Van Mallett, Lead Investigator</p>	<p>the payor, (d) the amount of funds due to the payor, (e) that good faith efforts were taken to return the funds to the payor, but that the payor has not been located, and (f) the funds are being sent pursuant to an agreement with the Office of the New Jersey Attorney General</p>	
New Mexico	Check payable to “New Mexico Office of the Attorney General”	<p>Office of the Attorney General Attention: Chief Financial Officer P.O. Drawer 1508 Santa Fe, New Mexico 87504-1508</p>	<p>Cover letter stating the identity and last known contact information, including but not limited to the last known address, for the payor</p>	<p>Cholla Khoury Assistant Attorney General 505-490-4060 ckhoury@nmag.gov</p>
New York	Check payable to “State of New York”	<p>Carolyn Fast, Special Counsel Office of the Attorney General Bureau of Consumer Frauds and Protection 28 Liberty Street</p>	<p>Cover letter referencing the Assurance and stating the identity, last known contact information, and amount due to be refunded to each payor</p>	<p>Carolyn Fast, Special Counsel Office of the Attorney General Bureau of Consumer Frauds and Protection 212-416-6250</p>

		New York, New York 10005		Carolyn.fast@ag.ny.gov
North Carolina	Check payable to “North Carolina Department of Justice”	North Carolina Department of Justice Attention: Matt Liles, Assistant Attorney General 114 W. Edenton Street Raleigh, North Carolina 27603	Cover letter stating the identity of the payor, and the last known contact information for the payor	Matt Liles Assistant Attorney General 919-716-0141 mliles@ncdoj.gov
Ohio	Check payable to “Ohio Attorney General”	Ohio Attorney General’s Office c/o Jeffery Loeser 30 East Broad Street 14 th Floor Columbus, Ohio 43215	Cover letter referencing the AVC, stating the identity of the payor, and the last known contact information for the payor. Payments sent to the Ohio Attorney General pursuant to Paragraph 94 of this AVC shall be considered consumer restitution under O.R.C. § 1345.01 et seq.	Jeffrey Loeser Senior Assistant Attorney General 614-466-8831 Jeff.Loeser@OhioAttorneyGeneral.gov
Oklahoma	Check payable to “Oklahoma State Treasurer – Unclaimed Property Division”	Oklahoma State Treasurer – Unclaimed Property Division 2300 N. Lincoln Boulevard Room 217 Oklahoma City, Oklahoma 7310	All checks must have a notarized Verification and Checklist – in the form of Form Number 496-UP-Revision 05072018, to be found at https://www.ok.gov/treasurer/documents/Verificat	Donice Blakely Senior Unclaimed Property Auditor Oklahoma State Treasurer’s Office 405-522-4086

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			<p>Include (a) payor’s full name, date of birth, social security number, last known address (with zip code), and phone number; (b) the identifying number and date of the payor’s erroneous payment (e.g., check number, transaction number, etc.), as well as the date on which that payment was received by the Servicer/CUSO; and (c) the total amount due the payor</p>	
Oregon	Check payable to “Oregon Department of Justice”	<p>Oregon Department of Justice Attn: Karen Rounsville 1162 Court Street NE Salem, Oregon 97301-4096</p>	<p>Cover letter stating the identity of the payor, and the last known contact information for the payor</p>	<p>Katherine Campbell Assistant Attorney General 971-673-1880 Katherine.campbell@doj.state.or.us</p>
Pennsylvania	Check payable to “Commonwealth of Pennsylvania,	<p>Pennsylvania Office of Attorney General</p>	<p>Cover letter stating the identity of the payor, and the last known contact information for the payor,</p>	<p>Jesse F. Harvey Chief Deputy Attorney General</p>

	Office of Attorney General”	Bureau of Consumer Protection Attn: John M. Abel 15th Floor Strawberry Square Harrisburg, Pennsylvania 17120	and that the funds are being remitted pursuant to agreement with the Pennsylvania Office of Attorney General First Associates’ TIN/FEIN must appear on the check	412-565-2883 jharvey@attorneygeneral.gov
South Carolina	Check payable to “South Carolina Attorney General’s Office”	South Carolina Attorney General’s Office Post Office Box 11549 Columbia, South Carolina 29211-1549	Cover letter	Kristin Simons Assistant Attorney General 803-734-6134 KSimons@scag.gov
South Dakota	Check payable to “SD State Treasurer – UCP”	South Dakota State Treasurer – UCP 500 East Capitol Avenue Suite 212 Pierre, South Dakota 57501	Cover letter stating the identity of the payor, the last known contact information for the payor, and that First Associates has attempted to notify the payor	Lee DeJabet UCP Administrator 605-773-3900 lee.dejabet@state.sd.us or

				<p>Anissa Grambihler</p> <p>Compliance Manager</p> <p>605-773-4168</p> <p>Anissa.grambihler@state.sd.us</p>
Tennessee	Check payable to “Tennessee State Treasurer”	<p>State of Tennessee, Treasury Department</p> <p>Unclaimed Property Division</p> <p>P.O. Box 198649</p> <p>Nashville, Tennessee 37219- 8649</p> <p>Attn: Jacob Baggett</p> <p>Program Manager, Unclaimed Property</p>	<p>Cover letter stating:</p> <ol style="list-style-type: none"> 1. the identity and last known contact information for the payor; 2. that the funds are being remitted pursuant to a settlement agreement with the Tennessee Attorney General, and diligent, good faith efforts were taken to return the funds in accordance with that agreement, but were unsuccessful; and 3. that Jacob Baggett approved payment by this method and by remittance outside of the portal 	<p>John Gabriel</p> <p>Director</p> <p>Unclaimed Property Division</p> <p>Treasury Department</p> <p>615-253-5362</p> <p>or</p> <p>Ann Mikkelsen</p> <p>Assistant Attorney General</p> <p>615-253-3819</p> <p>ann.mikkelsen@ag.tn.gov</p>
Texas	Check payable to “Texas Comptroller of	Texas Comptroller of Public Accounts Unclaimed Property Division	Cover letter stating payor name, last known contact information (address,	Bryant Clayton Assistant Director of Unclaimed Property Division

	<p>Public Accounts – Unclaimed Property Division”</p> <p>or</p> <p>wire transfer via instructions from Mr. Clayton or Mr. Angus</p>	<p>Mr. Bryant Clayton P.O. Box 12019 Austin, Texas 78711-2019</p>	<p>email address, phone, etc.), date of birth and social security number (if available), account and/or check number, description of the payment, and the amount due to the payor. If possible we would also like images of the front and back of the check; ACH account transfer information; and names/contact information of any other party who may be entitled to receive the money, if any.</p> <p>Ideally, an unclaimed property report also will be submitted with the funds and information, the form for which can be found at https://claimitexas.org/app/create-a-report</p>	<p>Texas Comptroller of Accounts (512) 463-6059, Bryant.Clayton@cpa.texas.gov</p> <p>or</p> <p>Matthew Angus Supervisor Unclaimed Property Division Texas Comptroller of Accounts (512) 463-5225 Matthew.Angus@cpa.texas.gov</p>
Utah	Check payable to “Utah State Treasurers Office”	Utah State Treasurers Office P.O. Box 142321 Salt Lake City, Utah 84114-2321	Cover letter stating last and first name of payor, last known address of payor, social security number of payor, date of last activity (last payment),	Karin Adams Program Specialist Utah State Office of Unclaimed Property karinadams@utah.gov

			<p>check number and loan account number</p> <p>Manual file can be uploaded at https://mycash.utah.gov/app/submit-a-report or a naupa II file can be created and uploaded at website listed above</p> <p>UPexchange and HRS also offer software.</p> <p>https://hrspro.unclaimedproperty.com/ https://www.unclaimed.org/reporting/ https://up.eagletm.com/UPTiles/Pricing</p>	<p>801-715-3308 direct line</p> <p>or</p> <p>Kevin McLean Assistant Attorney General Utah Attorney General's Office 801-366-0254 kmclean@agutah.gov</p>
Vermont	<i>No state-specific instructions</i>	<i>No state-specific instructions</i>	<i>No state-specific instructions</i>	<i>No state-specific instructions</i>
Virginia	Check payable to "Treasurer of Virginia"	Virginia Treasury Division of Unclaimed Property P.O. Box 2478 Richmond, Virginia 23218-2478	Cover letter stating the name of the payor, the address of the payor, the social security number of the payor, the last known contact information for the payor (including address, telephone number and email	<p>Vicki Bridgeman Director Division of Unclaimed Property 804-225-3156 Vicki.bridgeman@trs.virginia.gov</p> <p>or</p> <p>William Dadmun</p>

			address), the loan account number, and the amount due to be refunded to the payor	Records and Receipts Manager Division of Unclaimed Property 804-225-2547 or James E. Scott Assistant Attorney General Office of the Attorney General (804) 225-4778 Office JScott@oag.state.va.us
Washington	Check payable to “State of Washington Attorney General’s Office”	Office of the Attorney General Attention: Margaret Farmer, Litigation Support Manager 800 Fifth Avenue Suite 2000 Seattle, Washington 98104	Cover letter stating the identity of the payor, the last known contact information for the payor, and the amount due	Margaret Farmer Office of the Attorney General Litigation Support Manager 206-389-2521 margaretf@atg.wa.gov <u>or</u> Craig Rader Assistant Attorney General 206-442-4482 CraigR1@atg.wa.gov
West Virginia	Check payable to “West Virginia State Treasurer”	West Virginia State Treasurer Unclaimed Property Office 1900 Kanawha Boulevard Capitol Complex Building #1 Room E-145	Cover letter requesting that the funds be accepted, stating the amount(s), and stating that the funds are being remitted pursuant to agreement with the West Virginia Attorney General	Steve Jarrell Assistant Attorney General 304-558-8986 steve.r.jarrell@wvago.gov

		Charleston, West Virginia 25305		
Wisconsin	Check payable to "Wisconsin Department of Justice"	Wisconsin Department of Justice Consumer Protection and Antitrust Unit 17 West Main Street P.O. Box 7857 Madison, Wisconsin 53707- 7857	Cover letter stating the payor's name, last known address, social security number, and date of birth	R. Duane Harlow Assistant Attorney General 608-266-2950 harlowrd@doj.state.wi.us