

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

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| DIGITAL MEDIA SOLUTIONS, LLC, | : | Case No. 1:19-cv-145 |
| | : | |
| Plaintiff, | : | JUDGE DAN AARON POLSTER |
| | : | |
| vs. | : | |
| | : | |
| SOUTH UNIVERSITY OF OHIO, LLC, | : | |
| et al., | : | |
| | : | |
| Defendants. | : | |

**MOTION TO APPROVE LIQUIDATION LITIGATION TRUST,
TERMINATE RECEIVERSHIP, AND AUTHORIZE TRANSFER
OF ASSETS TO LIQUIDATION LITIGATION TRUST**

Mark E. Dottore, duly appointed and acting Receiver (the “**Receiver**”) for Dream Center Education Holdings and certain of its subsidiaries¹ (collectively, “**DCEH**”) and hereby files this Motion (the “**Motion**”) to request approval of a liquidation litigation trust, authority for the Receiver to transfer the entirety of the remaining Receivership Estate assets to said trust, and an order terminating the Receivership. In support of this Motion, the Receiver states as follows:

¹ The Receivership Entities include (i) South University of Ohio LLC; (ii) Dream Center Education Holdings, LLC; (iii) The DC Art Institute of Raleigh–Durham LLC; (iv) the DC Art Institute of Charlotte LLC; (v) DC Art Institute of Charleston, LLC; (vi) DC Art Institute of Washington LLC; (vii) The Art Institute of Tennessee - Nashville LLC; (viii) AiTN Restaurant LLC; (ix) The Art Institute of Colorado LLC; (x) DC Art Institute of Phoenix LLC; (xi) The Art Institute of Portland LLC; (xii) The Art Institute of Seattle LLC; (xiii) The Art Institute of Pittsburgh, DC LLC; (xiv) The Art Institute of Philadelphia, DC, LLC; (xv) DC Art Institute of Fort Lauderdale LLC; (xvi) The Illinois Institute of Art LLC; (xvii) The Art Institute of Michigan LLC; (xviii) The Illinois Institute of Art at Schaumburg LLC; (xix) DC Art Institute of Phoenix, LLC, and its direct subsidiaries (xx) the Art Institute of Las Vegas LLC; (xxi) the Art Institute of Indianapolis, LLC; (xxii) AiIN Restaurant LLC; (xxiii) Dream Center Argosy University of California LLC, and its direct subsidiaries; (xxiv) Argosy Education Group LLC; (xxv) Dream Center Education Management LLC; and (xxvi) South University of Michigan LLC

1. On January 18, 2019, Digital Media Solutions filed suit in this Court under case number 1:19-cv-00145-DAP, seeking recovery of a debt due it, and appointment of a receiver (the “**Receivership Case**”). This Court appointed the Receiver on January 18, 2019, on an emergency basis, pursuant to its Order Appointing Receiver [Dkt. No. 8] (the “**Initial Receiver Order**”).
2. On January 25, 2019, after discussions with the secured lenders of the Receivership Entities, the Receiver filed his *Motion of Mark E. Dottore, Receiver for Entry of Order Clarifying Order Appointing Receiver* [Docket No. 12], pursuant to which the Court entered the Clarifying Order, *nunc pro tunc*, to the entry of the Initial Receiver Order. [Dkt. No. 14].
3. On February 25, 2019, the Receiver filed his *Motion of Mark E. Dottore Receiver for Entry of Amended Order Appointing Receiver*, seeking the entry of an Amended Order Appointing Receiver (the “**Amended Receiver Order**”), incorporating changes requested by persons with significant interests in the Receivership Entities and the operations of the receivership proceedings, including government entities and lenders.
4. On March 13, 2019, this Court entered the Amended Order Appointing Receiver [Dkt. No. 150]. The various iterations of the orders appointing the Receiver shall be referred to herein as the “**Receiver Order**,” when the differences between the Initial Receiver Order, the Clarifying Order, and the Amended Receiver Order are insignificant for the purposes of this Application.

5. Through the course of the Receivership, the Receiver has engaged in efforts to maximize the value of the assets held within the Receivership.
6. At this point in time, the single most valuable assets of the Receivership are the Receiver's various claims against the former DCEH officers and directors arising out of their mismanagement of the enterprise.
7. The Receiver has made efforts to resolve those claims, which efforts included a proposed settlement with the first tier of the multi-tier insurance coverage for DCEH, which settlement was ultimately overturned by the Sixth Circuit Court of Appeals (Dkt. No. 786), a settlement conference held before this Court on June 14, 2023, a mediation at JAMS' New York City office on September 28, 2023, and ongoing discussions with the former officers and directors' counsel thereafter.
8. The Court, working with the Receiver and certain former officers and directors and other stakeholders, helped the parties negotiate two distinct settlements: one of the Receiver's claims against the former officers and directors (the "Settlement"), and one for the plaintiffs in the matter captioned *Emmanuel Dunagan, et al. v. Illinois Institute of Art-Chicago, LLC, et al*, United States District Court, Northern District of Illinois (Eastern Division), Case No. 19-CV-809 (the "**Dunagan Action**"). The Settlement was entered into the record on July 24, 2024, and was thereafter reduced to writing, and the Dunagan Action resolution must be approved by the Court overseeing that matter.
9. As regards the Receiver's claims against the former officers and directors, either the Settlement will be approved and the subject of a final non-appealable order, or the Settlement will fail or be overturned on appeal and the Receiver will be forced to file suit against the former officers and directors.

10. This Court has made clear that it would be best to terminate the receivership and allow a different entity to work to prosecute or resolve the litigation or other claims remaining in the Receivership, thereby minimizing the burden upon the Court.
11. The within Motion is part of a suite of motions the Receiver is filing to conclude the Receivership. The motions include contemporaneous, but separate filings, including:
 - a. The Receiver’s Motion for Entry of an Order Approving Settlement and Compromise By and Among the Receiver, All DCEH Liability Insurance Policy Carriers and All Insureds Under Those Policies;
 - b. The Receiver’s third application for payment of Receivership administrative fees and expenses, and for compensation and reimbursement for his outside counsel (the “**Third Application For Fees and Expenses,**”); and
 - c. The Receiver’s motion to approve a medical payment plan (the “**Medical Payment Motion**”).
12. The Receiver contends that the funds necessary to pay the Receivership administrative expenses, AI Las Vegas employee wage claims, health care claims, the Secured Lender Note (Dkt. No. 440), and the secured lenders’ claims would be principally (and nearly exclusively) funded utilizing proceeds from the insurance policies covering DCEH and its former officers and directors.
13. The insurance coverage for DCEH includes six tiers of insurance coverage, providing \$60 million for general liability claims, and a separate \$10 million for

claims arising out of the DCEH health care plan administration (collectively, the “**Insurance Policies**”). The Insurance Policies include:

- a. National Union Fire Insurance Company of Pittsburgh Policy No 02-420-25-70; providing:
 - i. \$10 million shared limit of coverage for general liability claims; and a separate
 - ii. \$10 million of coverage for claims arising out of health care plan liability claims;
 - b. Everest Zenith Excess Policy No. SCFEX00110-171, providing \$10 million of excess coverage;
 - c. Starr Indemnity & Liability Co. Policy No. 1000620558171, providing \$10 million of excess coverage;
 - d. Landmark American Insurance Company Policy No. HS674178, providing \$10 million of excess coverage;
 - e. Ironshore Indemnity Inc. Policy No. 003319600, providing \$10 million of excess coverage; and,
 - f. National Union Fire Insurance Company of Pittsburgh Side A- Excess Policy No. 02-420-25-71, providing \$10 million of excess coverage.
14. The Insurance Policies are wasting policies, meaning that the liability limits are used to pay the costs of defense and any liability indemnification.
15. At present, the Receivership holds: approximately \$202,084 million in unrestricted funds; approximately \$177,618 set aside for employee medical claims; and, approximately \$1,193,991 million in restricted Perkins funds.

16. At present, the Receivership owes approximately \$5 million for administrative expenses incurred since May 10, 2019, approximately \$13 million for unpaid health care claims for the former DCEH employees who believed they had health care coverage when they did not, \$1,332,249.16 for outstanding payroll due the Art Institute Las Vegas employees who provided services following the establishment of the Receivership, and a sum in excess of \$100 million to the Secured Lender who provided the financing necessary for DCEH to purchase the enterprise and run it² (collectively, “Principal Obligations”).

17. Given that DCEH’s insurance coverage provides a maximum of \$10 million for the outstanding \$13 million of health care claims, and \$60 million for the Receiver’s general liability claims against the former DCEH officers and directors, it is impossible for the Receiver to satisfy the Principal Obligations in full. It is substantially unlikely that the Receiver will be able to craft a recovery sufficient to allow any other, unsecured, creditors to recover any of the sums due them.

² For ease of reference, “**Secured Lender**” refers to U.S. Bank National Association as administrative agent and collateral agent under two separate structures. Specifically, it refers to: (1) U.S. Bank National Association, in its capacity as Administrative Agent and Collateral Agent pursuant to that certain Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “EDMC Credit Agreement”), dated as of January 4, 2015, by and among Education Management II LLC, certain subsidiaries of Education Management II LLC, as Guarantor and Grantors, the various lenders party thereto, and U.S. Bank, National Association, in its capacity of Administrative Agent and Collateral Agent; and, (2) U.S. Bank National Association, in its capacity as Administrative Agent and Collateral Agent pursuant to that certain Senior Secured Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “DCEH Credit Agreement”), dated as of October 17, 2017, by and among Dream Center Education Holdings, LLC, The Arts Institute International, LLC, Dream Cetner South University, LLC, Dream Center Argosy University of California, LLC, and Dream Cetner Education Management, LLC, as Borrowers, The Dream Center Foundation, as Parent, , the various lenders party thereto, and U.S. Bank, National Association, in its capacity of Administrative Agent and Collateral Agent.

18. The Receiver's investigation revealed that few of the former DCEH officers and directors have meaningful assets, and those who do are likely to have taken steps to protect those assets. While the Receiver will, if required, pursue the personal assets of the individual former DCEH officers and directors, those efforts will be time-consuming and expensive.
19. Simply closing the Receivership would result in satisfaction of a fraction of the Receivership administrative expenses and nothing more since the cash on hand for the Receiver pales in comparison to the administrative expenses, without regard to the other Principal Obligations.
20. Allowing the Receiver to transfer all of the Receivership assets, including the Settlement/claims to be made against the former DCEH officers and directors, to a liquidation litigation trust will ensure that efforts are made to collect as much of the insurance proceeds as possible to apply to the Principal Obligations.
21. A concern in closing the Receivership is a termination of the Receivership stay, that is, this Court's Order prohibiting against anyone filing claims against the Receiver or the Receivership Estate absent leave of the Court. Every suit against the Receivership Estate triggers the need to defend the claims, and thereby depletes the Insurance Policies further.
22. Given that the Insurance Policies are wasting in nature, limiting the defense costs is critical in the effort to maximize the amount of insurance proceeds available to pay *all* stakeholders.
23. The Receiver therefore requests that the temporary injunction against filing claims against the Receivership Estate absent leave of Court be made permanent, and that the Court order that all stakeholder/creditor claims be made not against

the Receivership Entities, but rather against the newly established DCEH Liquidation Litigation Trust. No harm will come to any stakeholder or creditor since the DCEH Liquidation Litigation Trust will hold all the assets now titled to the Receivership Estate. Furthermore, given the near-total certainty that the remaining assets will not satisfy the Principal Obligations in full, allowing litigation to proceed against the DCEH entities will serve no purpose but the depletion of the insurance proceeds as funds are spent defending such claims. Given that even successful claims will fall behind the more than \$100 million of secured claims of the Secured Lender, allowing such litigation to proceed would do nothing but enrich the lawyers hired to defend the claims and thereby minimize the recovery of those holding priority administrative or secured claims.

24. The Receiver prepared a proposed DCEH Liquidation Litigation Trust and shared a copy with the Secured Lender since it is the single largest beneficiary of the Trust. After negotiations, the Receiver and Secured Lender reached agreement and the draft being presented to the Court with this Motion is approved by the Secured Lender.

25. Since recovery of even as much as the remaining insurance proceeds will not serve to satisfy the Primary Obligations in full, the DCEH Liquidation Litigation Trust sets forth a priority of claims and distributions among the Priority Obligations, including the Receivership administrative expenses, Trust administrative expenses, the Art Institute of Las Vegas payroll, the Medical Care Claims, and the Secured Lender. It does not, as drafted, contemplate the ability to make payments beyond those particular payees. Rather, the Trust sets forth a claim procedure to be utilized should there be an unlikely event that the Primary

Obligations are paid in full and the DCEH Liquidation Litigation Trust has funds sufficient to pay additional stakeholders. Per the DCEH Liquidation Litigation Trust's language contained in its Section 3.4 (Claims Process), notice would go out to all parties in the Receivership Case and give them an opportunity to make a claim. The Trustee will work to validate and prioritize the claims. If the claimants have an issue with that proposal, the DCEH Liquidation Litigation Trust requires the Trustee to attempt to resolve the issues by way of informal negotiations, and would require the dispute be submitted to the Court only if and when those negotiations fail to produce a result satisfactory to all affected.

26. The Receiver proposes to assign *all* claims to the DCEH Liquidation Litigation Trust, utilizing the assignment attached to the Trust as Exhibit B thereto. A copy of the proposed DCEH Liquidation Litigation Trust is attached hereto as Exhibit A.
27. The Receiver proposes that the \$177,618 (or such other sum as may exist on the date of transfer) currently being held for application to employee medical claims be delivered to the DCEH Liquidation Litigation Trust to be utilized to address outstanding Medical Claims under the Medical Claim Plan, the approval of which is the subject of the Medical Payment Motion being filed contemporaneously with this Motion.
28. The Receiver is currently holding the approximate sum of \$1,193,991 in restricted Perkins funds. He proposes that that sum be transferred to the Trust to complete negotiations with the U.S. Government regarding the appropriate distribution of those funds.

29. The Receiver still maintains custody of one or more servers containing certain digital data obtained from DCEH's data center in Pittsburgh. His counsel is also in custody of over 180 GB of data from DCEH's systems. Said records, data, and the server(s) will be transferred to the DCEH Liquidation Litigation Trust as part of the Assignment and will continue to be governed by the Orders that have heretofore been entered by this Court.
30. Upon completion of his Receivership duties, the Receiver and his professionals will file (1) a final petition for fees (the "Final Petition") requesting any accrued and unpaid fees (the "Final Petition Fees") and (2) a Motion (the "Final Motion") to include a description of any lingering administrative expenses (the "Final Administrative Expenses") and the amount of the balance in the Receivership accounts and to whom those remaining sums are to be paid ("Final Distributions"). The Receiver's expectation is that the Trust will assume responsibility for payment of those approved fees and expenses per its terms.
31. A Proposed Order addressing the windup of the receivership and creation of the Liquidating Litigation Trust is attached hereto as Exhibit C.
32. The Receiver proposes to serve this Motion (and the Proposed Order) consistent with the Court's Order dated October 8, 2024 (Dkt No. 845).
33. The Proposed Order states that, upon payment of such sums authorized by this Court, approval of the DCEH Liquidation Litigation Trust, and assignment of claims to said Trust, the Receiver shall file a notice (the "Final Notice") stating that:
- a. The assignment to the DCEH Liquidation Litigation Trust has been completed;

- b. There are no further assets to be administered;
 - c. Distribution authorized by this Court have been made and the bank statements for the Receivership Estate show a zero balance (and attaching vouchers where appropriate, and the zero balance bank statements); and,
 - d. The Receiver has performed all duties required of him.
34. The Proposed Order provides that, upon filing the Final Notice;
- a. The Receiver is discharged; and,
 - b. The Receivership is terminated.

WHEREFORE, the Receiver prays that this honorable Court issue an Order substantially in the form as attached hereto, approving the creation of the DCEH Liquidation Litigation Trust and assignment of Receivership assets thereto; setting a date for the filing of the Final Motion describing the Final Administrative Expenses and any Final Distributions; setting a date for the filing of the Final Petition; allowing for the payment of the Final Distributions without further order of this Court if no objections are filed within 10 days; allowing for the termination of the Receivership and the discharge of the Receiver without further order of the Court upon the filing of the Final Notice stating that:

- A. There are no further assets to administer;
- B. The Distributions allowed by this Court have been made and the bank statements show a zero balance; and
- C. The Receiver has performed all duties required of him.

The Receiver further prays for such other and further relief as may be just and equitable in the circumstances.

Dated: August 31, 2024

Respectfully submitted,

**MCCARTHY, LEBIT, CRYSTAL
& LIFFMAN CO., L.P.A.**

/s/ Hugh D. Berkson

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Counsel for Mark E. Dottore, Receiver

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of October, 2024 a copy of the foregoing was filed electronically with the Court, and served consistent with the Court's Order of October 8, 2024 (Dkt. No. 845).

Respectfully submitted,

/s/ Hugh D. Berkson
Hugh D. Berkson (0063997)

Exhibit A

DCEH LIQUIDATION LITIGATION TRUST AGREEMENT

This DCEH Liquidation Trust Agreement (the “Agreement”), dated as of February __, 2024, and effective as of the date on which all parties to this Agreement have executed this Agreement (“Effective Date”), is entered into by and among the entities listed on Exhibit A attached hereto (the “Debtors” or the “Settlors”) and MARK E. DOTTORE (the “Trustee”).

RECITALS

WHEREAS, on January 18, 2019, Digital Media Solutions, LLC filed a complaint in the United States District Court for the Northern District of Ohio, Eastern Division (the “Court”), Case Number 1:19-cv-00145-DAP (the “Receivership Case”), asserting that defendants, South University of Ohio and Dream Center Educational Holdings LLC, are indebted to the plaintiff for a sum in excess of two hundred fifty thousand dollars (\$250,000), and indebted to other secured, trade, and unsecured creditors for a sum in excess of one hundred million dollars (\$100,000,000); and

WHEREAS, on January 18, 2019, the Court issued an order appointing MARK E. DOTTORE as receiver for the Debtors (“Receiver”), to take possession and control of all of the real and personal property arising out of, or pertaining to the Debtors, including but not limited to, any and all cash and cash deposits, receivables and accounts receivable, obligations or commitments owed by any person or entity, including the United States Department of Education, equipment, furniture, fixtures, and deposit accounts held by third parties, the general intangibles, any real property, any and all tax attributes, and all other assets of whatever kind or nature belonging to the Debtors; and

WHEREAS, MARK E. DOTTORE, as Receiver, has administered the receivership and liquidated or otherwise disposed of the majority of the assets of the receivership; and

WHEREAS, of the various assets of the receivership, only a few assets remain in the form of litigation and other claims held by the Debtors (the “DCEH Claims”) against various third parties; and

WHEREAS, the Court wishes to end the Receivership Case, but DCEH Claims still exist and need to be liquidated to fund various obligations of the Debtors, and a liquidation trust to take the place of the Receiver would allow the Court to terminate the Receivership Case while still protecting the stakeholders in the Receivership Case; and

WHEREAS, included in the DCEH Claims are the Debtors’ claims against THE DREAM CENTER FOUNDATION, and its former and current officers, directors, employees and affiliates (collectively, “DCF”); BRENT RICHARDSON (“B. Richardson”); CHRISTOPHER RICHARDSON (“C. Richardson”); JOHN CROWLEY (“Crowley”); CHAD GARRETT (“Garrett”); MONICA CARSON (“Carson”); MELISSA ESBENSHADE (“Esbenshade”); SHELLEY GARDNER (“Gardner”); MICHAEL LACROSSE (“Lacrosse”); RANDALL BARTON (“Barton”); SHELLY MURPHY (“Murphy”); ROB PAUL (“Paul”); DEBBI LANNON-SMITH (“Lannon-Smith”); STACEY SWEENEY (“Sweeney”); PASTOR

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MATTHEW BARNETT (“Barnett”); TIMOTHY SLOTTOW (“Slottow”); RUFUS GLASPER (“Glasper”); JACK DEBARTOLO (“DeBartolo”); CYNTHIA BAUM (“Baum”); and JAMES TERRELL (“Terrell”). B. Richardson, C. Richardson, Crowley, Garrett, Carson, Esbenshade, Gardner, Lacrosse, Barton, Murphy, Paul, Lannon-Smith, Sweeney, Barnett, Slottow, Glasper, DeBartolo, Baum and Terrell are referred to herein collectively as the “Ds&Os,” The Debtors’ Claims against the Insureds shall hereinafter be referred to as the “Insurance Claims,” and

WHEREAS, the Receiver alleges that the Insurance Claims are covered by policies of insurance, to wit: National Union Fire Insurance Company of Pittsburgh Policy Nos. 02-420-25-70 and 02-420-25-71, Everest National Insurance Policy No. SC5EX00110-171, Starr Indemnity & Liability Co. Policy No. 1000620558171, Landmark American Insurance Company Policy No. HS674187, and Ironshore Indemnity Inc. Policy No. 003319600 (the “Policies”); and

WHEREAS, the Court assisted the parties, including the Receiver, Ds&Os, and insurance carriers, reach a settlement by way of a settlement conference conducted on July 24, 2024, whereby a total of \$17,789,000 will be paid upon the Court’s final, non-appealable order approving the parties’ settlement (the “Settlement”);

WHEREAS, the parties to the Settlement are working to finalize the paperwork memorializing details regarding the agreement, there remains the possibility that the Settlement could fall through and the Receiver could be forced to litigate the Insurance Claims;

WHEREAS, in order to: provide for an equitable distribution the proceeds of the Settlement/Insurance Claims; administer the unpaid health care claims of the former Debtor employees; and, wind up other unresolved DCEH Claims on behalf of the Beneficiaries, the Court now desires to institute this Trust; and

WHEREAS, the Receiver is continuing to pursue other, smaller, claims on behalf of the Debtors against third parties, which claims will take some time to resolve and could just as easily be prosecuted by a Trust; and

WHEREAS, the purpose of this Agreement is to establish a trust (the “Trust”) to (a) hold the Trust Assets (as defined below), including the Insurance Claims, and to allow MARK E. DOTTORE, in his capacity as Trustee of the Trust, to complete the Settlement, or if that is not approved for whatever reason, fully manage and prosecute the Insurance Claims and other claims on behalf of the Beneficiaries and (b) designate an order of distribution of such proceeds and, to the extent necessary, a claims reconciliation process for claims that have been or may be asserted against the Debtors/receivership estates; and

WHEREAS, in the event that there is a monetary recovery resulting from the Settlement, or alternatively the prosecution of the Insurance Claims and other miscellaneous claims, such amounts will be held within this Trust and distributed as set forth herein; and

WHEREAS, the Receiver hereby transfers, assigns, and delivers to the Trust, without recourse, all of the Debtors’ respective rights, title, and interests in the prosecution of the DCEH Claims, as set forth herein; and

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NOW, THEREFORE, for good and valuable consideration, it is hereby agreed as follows:

Section I
AGREEMENT OF TRUST

1.1. Creation and Name. The Debtors through the Receiver, as Settlor, hereby create the DCEH Liquidation Litigation Trust (“Trust”). The Trustee may transact the business and affairs of the Trust in the name of the Trust.

1.2. Purpose.

(a) The primary purpose of the Trust is to liquidate the assets transferred to it with no objective to continue or engage in the conduct of the Debtors’ trade or business except to the extent reasonably necessary to, and consistent with, the purpose of the Trust. The Trust’s purpose is to assume the Debtors’ DCEH Claims, including the Insurance Claims, and prosecute, compromise, dismiss, and otherwise resolve the DCEH Claims in the most reasonable value maximizing manner under the circumstances, and to use the proceeds or recoveries from such claims and the other Trust Assets (as defined below) to pay the Beneficiaries in accordance with the terms of this Trust Agreement.

(b) Notwithstanding anything to the contrary in this Agreement or the order authorizing the Receiver’s entry into this Agreement (the “Approval Order”), the Trust’s primary purpose is liquidating the Trust Assets in an expeditious but orderly manner for the benefit of the Beneficiaries, with no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. No business activities will be conducted by the Liquidation Trust other than those associated with or related to the wind-down, liquidation, transfer, or disposition of the Trust Assets. It is intended that the Trust be classified for federal income tax purposes as a “*liquidating trust*” within the meaning of Section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Trustee shall make commercially reasonable efforts to (i) wind down, transfer, dispose of, or liquidate the Trust Assets and resolve claims of the Beneficiaries; (ii) make timely distributions; and (iii) not unduly prolong the duration of the Trust, in accordance with this Agreement.

1.3. Transfer of Assets. Upon the Effective Date, the Receiver and the Debtors, through the Receiver, will transfer, issue, or assign as appropriate and deliver to the Trustee all of their rights, title, and interests in and to all (a) remaining cash and cash equivalents held by the Receiver, and (b) all DCEH Claims, as outlined in the Assignment of Claims attached as Exhibit B hereto, (the “Trust Assets”), free and clear of any liens, claims or encumbrances of any kind. The transfer of the Trust Assets is made by the Debtors for the sole benefit of the Beneficiaries. The Beneficiaries will be treated as grantors and deemed owners of the Trust. Upon the transfer of the Trust Assets to the Trust, the Trust shall succeed to all of the Debtors’ rights, title, and interests in and to the Trust Assets and no other person shall have any interest, legal, beneficial or otherwise, in the Trust Assets as of their transfer and assignment to the Trust. For the avoidance

of doubt, the Trust Assets include, but are not limited to, the insurance proceeds available under the Policies.

1.4. Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, expressly accepts the transfer and assignment to the Trust of the Trust Assets, including the Insurance Claims.

(b) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust expressly assumes liability for the prosecution of all causes of action included in the Trust Assets, including, but not limited to, Insurance Claims and for the distribution of the Trust Assets in accordance with this Agreement. The Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors had, have or would have had under applicable law or under any agreement related thereto.

1.5. Beneficiaries

The Beneficiaries of this Agreement include, and are comprised of, all creditors of the Debtors. However, the funds available are insufficient to satisfy said creditors and it is expected that the funds recovered by the Trustee will be sufficient to pay only administrative expenses, certain Medical Claims, AI Las Vegas payroll due, and a portion of the claims of the secured lenders, by and through (a) the EDMC Agent¹ and (b) the DCEH Agent.² The distribution of Trust Assets shall be made in accordance with the priorities set forth below in Section 3.2(a).

Section II

POWERS AND TRUST ADMINISTRATION

2.1. Powers.

(a) The Trustee is and shall act as the fiduciary to the Trust in accordance with the provisions of this Agreement and shall have the power, on behalf of the Trust, to

¹ The “EDMC Agent” refers to U.S. Bank National Association, in its capacity as Administrative Agent and Collateral Agent pursuant to that certain Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified form time, the “EDMC Credit Agreement”), dated as of January 4, 2015, by and among Education Management II LLC, certain subsidiaries of Education Management II LLC, as Guarantor and Grantors, the various lenders party thereto, and U.S. Bank, National Association, in its capacity of Administrative Agent and Collateral Agent.

² The “DCEH Agent” refers to U.S. Bank National Association, in its capacity as Administrative Agent and Collateral Agent pursuant to that certain Senior Secured Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified form time, the “DCEH Credit Agreement”), dated as of October 17, 2017, by and among Dream Center Education Holdings, LLC, The Arts Institute International, LLC, Dream Center South University, LLC, Dream Center Argosy University of California, LLC, and Dream Center Education Management, LLC, as Borrowers, The Dream Center Foundation, as Parent, , the various lenders party thereto, and U.S. Bank, National Association, in its capacity of Administrative Agent and Collateral Agent.

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exercise all rights and fulfill all obligations of the Trust hereunder. The Trustee shall, at all times, administer the Trust in accordance with the purpose set forth in Section 1.2, above. Subject to the limitations set forth in this Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Ohio.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain an order or approval of the Court in the exercise of any power or discretion conferred on the Trustee hereunder.

(c) Without limiting the generality of Section 2.1(a), above, and except as limited below (including in Section 6.3), the Trustee shall have the power to:

- (i) receive and hold legal title to the Trust Assets, including the Insurance Claims;
- (ii) prosecute, compromise, dismiss, or otherwise resolve the DCEH Claims, including the Insurance Claims, at the reasonable discretion of the Trustee including, but not limited to, retaining counsel to prosecute actions with a reasonable contingency fee agreement;
- (iii) invest the monies held from time to time by the Trust for the benefit of the Beneficiaries; *provided that* the types of investments permitted to be made hereunder shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust, within the meaning of Treasury Regulation Section 301.7701-4(d) together with Section 3.09 of Rev. Proc. 99-45, pursuant to any amendment or addition to the Tax Code or to the Treasury Regulations, or any modification in IRS guidelines whether set forth in IRS rulings, other IRS pronouncements, or otherwise;
- (iv) pay Trust expenses and obligations, including but not limited to (but, in all cases, subject to the other provisions of this Agreement):
 - (A) reasonable compensation to employees, and legal, financial, accounting, investment, auditing, forecasting, and other consultants hired or retained by the Trust, including, without limitation, any such persons hired or retained in connection with the litigation activities of the Trust;
 - (B) compensation of the Trustee as set forth herein, and reimbursement of the Trustee for all reasonable out-of-

pocket costs and expenses actually incurred by the Trustee in connection with the performance of his duties hereunder;

- (C) obligations of Mark E. Dottore, as Receiver, including the court-approved fees and expenses of his attorneys, accountants and other professionals for services rendered in connection with the administration of the Receivership (but not, for the avoidance of doubt, such amounts incurred by Mark E. Dottore, in his capacity as Trustee under this Agreement) (collectively, the “Receivership Expenses”); and
 - (D) the medical claims (the “Medical Claims”) that are required to be paid in accordance with the terms and conditions of applicable orders of the Court.
- (v) establish such reserves and accounts, including but not limited to reserves for the Trust expenses, deemed by the Trustee to be useful in carrying out the purposes of the Trust;
 - (vi) participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;
 - (vii) establish, supervise, and administer the Trust in accordance with this Agreement;
 - (viii) appoint such officers and hire employees, and engage legal, financial, accounting, investing, auditing, forecasting, and other consultants and agents as the business of the Trust may require, with the understanding that litigation legal counsel may be retained on a contingent fee basis, with said fees for all counsel, in the aggregate, not to exceed 33 1/3% of any gross recoveries had; and to delegate to such person power and authority as the fiduciary duties of the Trustee permit and the Trustee, in his reasonable discretion, deems advisable or necessary to carry out the purposes of the Trust in accordance with this Agreement;
 - (ix) execute and deliver such instruments as the Trustee considers proper in administering the Trust;
 - (x) enter into such other arrangement with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Agreement;

- (xi) defend and indemnify, and, if appropriate, purchase customary insurance indemnifying (a) the Trustee, (b) the Trust Monitor, and (c) the officers and employees of, and legal, financial, accounting, investing, auditing, forecasting, and other advisors or consultants hired or retained by the Trust (the “Additional Indemnities”), to the fullest extent that a corporation or trust organized under the law of the State of Ohio is from time to time entitled to indemnify and/or insure its directors, officers, employees, agents, advisors, and representatives;
- (xii) make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Trust, any claim before any court of competent jurisdiction and/or arbitration forum, in the reasonable discretion of the Trustee; and
- (xiii) make arrangements for fair and reasonable funding and/or financing on behalf of the Trust in order to pay any Trust expenses specified herein; provided, that the Trustee shall provide at least 10 business days’ notice to the Notice Parties (as defined herein) prior to obtaining any such funding or financing.

(d) The Trustee shall not have the power to cause the Trust to guarantee debt of any other entity.

2.2. General Administration.

(a) The Trustee shall act in accordance with this Agreement.

(b) The Trustee shall: (i) timely file such income tax and other returns and statements required to be filed by the Trust and shall timely pay all taxes required to be paid by the Trust; and (ii) comply with all withholding obligations, as required under the applicable provisions of the Internal Revenue Code and of any state law and any regulations promulgated thereunder.

2.3. Orders Entered in Receivership Binding Upon Trust. Orders entered by the Court during the Receivership Case shall remain in full force and effect, and shall be binding upon the Trust to the same extent as such orders were binding upon the Receiver.

Section III

DISTRIBUTIONS

3.1 Notice to Beneficiaries. Notice of the Web Posting (as defined below) shall be delivered by U.S. Mail to all filers on the ECF docket for the Receivership Case, Northern District of Ohio case number 1:19-cv-00145-DAP, as well as the state taxing authorities and other parties identified in Exhibit C hereto. Within three months of the establishment of this Trust, the Trustee

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shall make available for review a copy of this Trust Agreement on his website: <https://www.dottoreco.com/dream-center-education-holdings> (the “Web Posting”). Notwithstanding anything to the contrary herein, the Trustee shall provide at least 10 business days’ notice to the Collateral Agent and Education Creditor Trust (the “Notice Parties”) prior to making any distribution under tiers six and seven described in Section 3.2(a) below.

3.2. Distribution; Withholding.

(a) **Distribution Waterfall.** With the exception of proceeds of the Liability Edge Coverage (defined in Section 3.2(b) below), all Trust Assets and proceeds thereof, including any recoveries in respect of the Settlement or Insurance Claims, shall be distributed, from time to time, by the Trustee, after consultation with the Trust Monitor as set forth in Section 6, as follows:

- (i) *first*, in satisfaction of (or, in the Trustee’s reasonable discretion, to fund a reserve for) any taxes imposed on the Trust or in respect of the Insurance Claims;
- (ii) *second*, in satisfaction of (or to fund a reserve for) any indemnification obligations arising under Sections 6.4 or 7.1;
- (iii) *third*, to the holders of the following obligations in the following proportions, until all obligations in respect of the Receiver Note (as defined below) have been satisfied in full:
 - (A) up to 50% in satisfaction of (or, in the Trustee’s reasonable discretion, to fund a reserve for) Receivership Expenses, to the extent approved by the Court as administrative expenses aside from the former Art Institute of Las Vegas instructors, which expenses and payment thereof are addressed below, of the Receivership Case, with any excess reallocated to the satisfaction of obligations described in clause (B) immediately below; and,
 - (B) not less than 50% in satisfaction of that certain Promissory Note & Security Agreement, dated as of October 31, 2019, delivered by the Receiver to U.S. Bank (the “Receiver Note”) in the face amount of \$900,000;
- (iv) *fourth*, in satisfaction of (or, in the Trustee’s reasonable discretion, to fund a reserve for) up to \$1,600,000 on account of any remaining Receivership Expenses, to the extent approved by the Court as administrative expenses of the Receivership Case;
- (v) *fifth*, in satisfaction of obligations to the former Art Institute of Las Vegas instructors for work performed in 2019, after inception of the

Receivership, in the sums set forth in Exhibit D hereto (\$1,332,249.16 in total);

(vi) sixth, to the holders of the following obligations in the following proportions, until all obligations in respect of the Priority Tranche Term Loans (as defined in the DCEH Credit Agreement) have been satisfied in full:

(A) up to 50% in satisfaction of (or, in the Trustee's reasonable discretion, to fund a reserve for): any remaining Receivership Expenses, to the extent approved by the Court as administrative expenses of the Receivership Case; obligations described in Sections 2.1(c)(iv)(A)-(B); and, any other Trust expenses incurred in accordance with this Agreement, with any excess reallocated to the satisfaction of obligations described in clause (B) immediately below; and,

(B) not less than 50% in satisfaction of obligations in respect of the Priority Tranche Term Loans, in the principal amount of \$6,377,726, plus interest thereon (including interest at the default rate), with the total amount due to be calculated and finalized as of the date of payment, with the input of the Trust Monitor;

(vii) seventh, to the holders of the following obligations in the following proportions, until all obligations in respect of the Tranche A Term Loans (as defined in the DCEH Credit Agreement), the Tranche C Term Loans (as defined in the DCEH Credit Agreement), and the Second Lien Guaranty (as defined in the DCEH Credit Agreement) are paid in full:

(A) up to 50% in satisfaction of (or, in the Trustee's reasonable discretion, to fund a reserve for) any obligations described in Sections 2.1(c)(iv)(A)-(C), and any other Trust expenses incurred in accordance with this Agreement, with any excess reallocated to the satisfaction of obligations described in clause (B) immediately below; and

(B) not less than 50% in satisfaction of any and all remaining obligations due under the DCEH Credit Agreement and the Second Lien Guaranty in the following order:

(I) Tranche A Term Loan obligations, in the principal amount of \$7,214,947.56, plus interest thereon (including interest at the default rate), with the total amount due to the calculated and finalized as of the

date of payment, with the input of the Trust Monitor, then,

- (II) Tranche C Term Loan obligations, in the amount of \$10,262,923.73, plus interest thereon (including interest at the default rate), with the total amount due to be calculated and finalized as of the date of payment, with the input of the Trust Monitor; then,
- (III) accumulated fees expenses payable under the DCEH Credit Agreement to the DCEH Agent and lenders thereunder, to be calculated and finalized as of the date of payment, with the input of the Trust Monitor, then,
- (IV) obligations under the Second Lien Guaranty, in the amount of \$92,624,329, plus interest at a variable rate of interest as described in the EDMC Credit Agreement, plus the fees and expenses payable to the EDMC Agent and lenders under the EDMC Credit Agreement, with the total amount due to be calculated and finalized for the date of payment, with the input of the Trust Monitor;

(viii) *eighth*, if there are sums remaining, to the Beneficiaries whose claims are approved per Section 3.4 below.

(b) **Medical Claims Payment.** The proceeds of: the National Union Fire Insurance Company of Pittsburgh's Fiduciary Liability Insurance Edge Employee Benefit Plan Fiduciary Liability coverage (the "Liability Edge Coverage"); the sums transferred to the Trust by the Receiver, which sums have been held to pay outstanding Medical Claims; and, the sum of \$250,000 of the Settlement's proceeds (for a total of \$3,250,000), shall be used to satisfy the Medical Claims per the terms set forth in Exhibit E hereto, as well as the cost of administration of said Medical Claims. Should there be any sums remaining from the Liability Edge Coverage after paying the Medical Claims and cost of administration of the payment of such claims, as described herein, the remaining sums shall be distributed pursuant to the terms of Section 3.2(a) above.

(c) **Perkins Funds.** The Trustee has been assigned approximately \$1,193,835 in restricted Perkins funds. He will negotiate with the U.S. Government regarding the appropriate distribution of those funds and, to the extent the Trust is allowed to keep a portion of those funds, said funds will be distributed per the terms of Section 3.2(a) above. To the extent it is determined some or all of the funds need to be returned to the U.S. Government's designee, the Trustee will return the requisite funds to said designee.

(d) **Periodic Distribution Requirement.** The Trustee represents he will make continuing efforts to dispose of the Trust assets in a timely manner. The Trustee may distribute within thirty (30) days after the end of any calendar quarter following the Effective Date, or upon such other interval as is determined in the Trustee's reasonable discretion, but in no event less frequently than annually, to the Beneficiaries in accordance with the distribution waterfall set forth in Section 3.2(a) the Trust's net income plus all net proceeds from the sale, realization, settlement, or liquidation of the Trust Assets, except that the Liquidation Trustee may retain an amount of net proceeds or net income reasonably necessary to maintain the value of the Trust Assets and to satisfy claims and contingent liabilities.

(e) **Withholding.** The Trustee may, subject to compliance with Section 6.3 below, withhold from amounts distributable to Beneficiaries any and all amounts, determined in the Trustee's reasonable discretion, to be required by this Agreement or any law, regulation, rule, ruling, directive, or other governmental requirement.

3.3. Manner of Payment or Distribution. Distributions will be made in accordance with Section 3.2 above in consultation with the Trust Monitor, and with notice of the distribution being given in accord with Section 3.1 above. The Trustee may make distributions by wire, check, or such other method as the Trustee deems appropriate under the circumstances.

3.4 Claims Process While it is not anticipated at the time the within Trust is created that there will be funds recovered sufficient to pay in full the sums due under the DCEH Credit Agreement, and the EDMC Credit Agreement, should there be sums sufficient to pay other Beneficiaries once the payees identified in tiers One through Eight in Section 3.2 above are paid in full, a claims process will be administered as follows: the Trustee will send notice to those attorneys appearing as counsel of record for any party or intervening party in the Receivership Case, and to the addresses of unrepresented parties or intervening parties in the Receivership Case, by email and/or ordinary mail and invite each to submit a claim. The Trustee will marshal the responses and, in coordination with the Trust Monitor, determine a proposed priority of payment to those parties or intervening parties who responded (the "**Responding Beneficiaries**") and will circulate that proposal to the Responding Beneficiaries. The proposed priority of payment shall be based on the legal rights and priorities of the claims held by the Responding Beneficiaries. If the Trustee cannot reach agreement with the Responding Beneficiaries after a good faith effort to resolve any disputes, they shall present the dispute to the Court for final disposition regarding the payment priority and structure for the Responding Beneficiaries' claims.

Section IV

ACCOUNTS AND PAYMENTS

4.1. Accounts. The Trustee may, from time to time, create such accounts and reserves as they may deem necessary, prudent, or useful to: (a) provide for the payment, or to make provision for future payment, of Trust expenses; (b) provide for the payment, or to make provision for future payment, on account of Insurance Claims; (c) account for any tax withholding and tax

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payments that may be necessary with respect to amounts to be paid to the Beneficiaries; and may, with respect to any such account or reserve, restrict the use of monies therein.

4.2. Source of Payments. All Trust expenses and all other liabilities of the Trust shall be payable solely by the Trustee out of the Trust Assets. Neither the Trustee nor the Trust Monitor, in their personal capacities, nor any of their respective officers, agents, advisors, or employees shall be liable for the payment of Trust expenses or any other liability of the Trust.

4.3. Trust Expenses. Trust expenses shall be paid as and when incurred by the Trust in accordance with the terms and conditions of this Agreement.

4.4. Claim Payments; Withholding. The DCEH Claims shall be submitted to the Trust in the manner prescribed in this Agreement and resolved and paid in accordance with the terms of this Agreement. The Trustee shall withhold from any distributions to be made to the Beneficiaries any and all amounts determined pursuant to the Trustee's reasonable discretion, as required under applicable law, regulation, rule, ruling, directive, or other governmental requirement. The Trustee shall (a) remit such amounts to the appropriate governmental entity, and (b) report to such appropriate governmental entity any distributions and withholdings on account of a Claim, as required by applicable law, regulation, rule, ruling, directive, or other governmental requirement. Notwithstanding the foregoing, each Beneficiary that is to receive a distribution from the Trust shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligation imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution. The Trustee shall have no obligation to provide any Beneficiary any tax advice concerning the treatment of any distributions from the Trust.

Section V

TRUSTEE

5.1. Number. There shall be one (1) Trustee. The initial Trustee shall be MARK E. DOTTORE.

5.2. Term of Service.

(a) The initial Trustee named pursuant to Section 5.1, above, shall serve from the Effective Date until the earlier of: (i) his death, (ii) his resignation pursuant to Section 5.2(b), below, (iii) his removal pursuant to Section 5.2(c), below, or (iv) the termination of the Trust pursuant to Section 7.3, below.

(b) The Trustee may resign at any time by written notice to the Court. Such notice shall specify a date when such resignation shall take place, which shall not be less than ninety (90) days after the date such notice is given, where practicable. Should the Trustee resign, the Court retains jurisdiction to appoint a successor Trustee.

(c) The Trustee may be removed by order of a court of competent jurisdiction in the event the Trustee becomes unable to discharge his or her duties hereunder due to

physical or mental deterioration, or upon motion of any third party (including the Trust Monitor) for other good cause. Good cause shall be deemed to include, without limitation: (i) substantial failure to comply with the general administrative provisions of Section 2.2, above; (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder; or (iii) repeated nonattendance at scheduled meetings. Notwithstanding the foregoing, the Trustee may be removed by the United States District Court, Northern District of Ohio, upon the Court's own motion and at its sole discretion. Removal shall take effect at such time as the Court shall determine.

5.3. Appointment of Successor Trustee

(a) In the event of a vacancy in the position of Trustee, the Court shall appoint a successor (the "Successor Trustee"). A Trustee who is removed for cause may not subsequently serve as Trustee.

(b) Immediately upon the appointment of any Successor Trustee, all rights, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the Successor Trustee without any further act. No Successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

(c) A Successor Trustee shall serve until the earlier of: (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b), above, (iii) his or her removal pursuant to Section 5.2(c), above, or (iv) the termination of the Trust pursuant to Section 7.3, below.

5.4. Liability of the Trustee. The Trustee shall not have any liability to the Trust, the Beneficiaries, or to any other person or entity for actions taken or not taken in connection with the operation of the Trust or the administration, processing, settlement, liquidation, and/or satisfaction of the Litigation Claims; and/or payment to the Beneficiaries, except for a breach of fiduciary duty committed through fraud, gross negligence, or willful misconduct.

5.5. Compensation and Expenses of the Trustee.

(a) For all time expended: (i) administering the Trust in accordance with the terms of this Agreement; (ii) preparing for and attending Trust meetings; and, (iii) processing, administering, resolving, liquidating, and/or paying sums to the Beneficiaries, the Trustee shall receive the sum of \$400 per hour, and the sum of \$200 per hour for non-working travel time, in both cases computed on a quarter-hour basis. Sums due under this section shall be paid periodically in accord with the Trustee's reasonable discretion, but not more often than monthly.

In addition, upon application to the United States District Court, Northern District of Ohio and upon a showing of good cause, the Court may, in its discretion, award additional compensation to the Trustee up to but not exceeding six and two-thirds percent (6.67%) of any monies obtained in resolution of any DCEH Claims, including the Insurance Claims; *provided that* any such amounts shall be satisfied only in accordance with the distribution waterfall set forth in Section 3.2(a).

(b) The Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder, provided, however, that the Court may make such order as it deems advisable to cause the disgorgement of any cost or expense for which the Trustee has received reimbursement that the Court determines was not reasonable under the circumstances.

(c) The Trustee shall provide at least 10 business days' notice to the Notice Parties identified in Exhibit C hereof prior to making any payment of any Court-approved additional compensation set forth in Section 5.5(a) hereunder.

5.6. Trustee's Employment of Experts. The Trustee may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties deemed by the Trustee to be qualified as experts on the matters submitted to them (a "Trust Professional"). In the absence of the Trustee's gross negligence, the written opinion of, or information provided by, any such Trust Professional on the particular matter in respect of which such Trust Professional is an expert may be relied upon by the Trustee and shall be full and complete authorization and protection to the Trustee in respect of any action taken or not taken in good faith by the Trustee otherwise consistent with this Agreement and in accordance with the written opinion of or information provided by such Trust Professional. Fees paid to Trust Professionals shall be deemed Trust expenses.

5.7. Trustee's Independence. The Trustee shall not, during the term of his service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any entity with a financial interest in the operation of the Trust.

5.8. Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Court.

Section VI

TRUST MONITOR

6.1 General.

(a) The Trust Monitor shall oversee the activities of the Trustee as set forth in this Trust Agreement. In all circumstances, the Trust Monitor shall act in the best interest of all Beneficiaries, in furtherance of the purpose of this Trust, and in accordance with this Trust Agreement; *provided that* this Agreement shall not impose any fiduciary or trust obligations upon the Trust Monitor.

(b) In furtherance of their rights and responsibilities under this Trust Agreement, the Trust Monitor shall have access, on reasonable advance notice and during regular business hours, to all such books and records of the Trust. Any documents shared

between the Trustee and the Trust Monitor shall be subject to joint privilege, and such sharing shall not be deemed to waive any attorney-client or work product privilege in respect of such documents.

The Trustee shall furnish to the Trust Monitor, on a semi-annual basis, a summary report identifying the Trust's annual cash flows, outstanding liabilities, and remaining Trust Assets. The first such summary report shall be delivered to the Trust Monitor within 45 days following the end of the semi-annual period in which the Effective Date occurs, and shall be complete through the end of such semi-annual period. Each subsequent summary report shall be delivered on the same timetable: 45 days following the end of each semi-annual period.

6.2 Appointment and Removal of the Trust Monitor

(a) The Trust Monitor shall serve until the earlier of: (i) the final distribution to Beneficiaries; (ii) their resignation pursuant to Section 6.2(b) below; or, (iii) their removal pursuant to Section 6.2(c) below.

(b) The Trust Monitor may resign at any time by written notice of resignation to the Trustee. Such resignation shall be effective no earlier than 30 days from the date of such notice or such earlier time as a successor is appointed pursuant to Section 6.2(d) below.

(c) The Trustee or any Beneficiary may at any time petition the Court for the removal of the Trust Monitor, but only for good cause shown. Good cause shall be deemed to include, without limitation: (i) a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trust Monitor hereunder; and/or, (ii) repeated nonattendance at scheduled meetings. Such a removal shall become effective only on the date ordered by the Court.

(d) In the event of the resignation or removal of the Trust Monitor, the Trustee shall promptly appoint a successor Trust Monitor, *provided that* such appointment shall not take effect unless approved by the Court upon the petition of the Trustee and until the successor Trust Monitor shall have delivered written acceptance of their appointment as described in Section 6.2(e). If a successor Trust Monitor does not take office within 30 days after the resignation or removal of the retiring Trust Monitor, the Court shall appoint a successor Trust Monitor. The Court, in making such appointment, may seek input from the Trustee, Beneficiaries, and/or retiring Trust Monitor.

(e) Any successor Trust Monitor appointed hereunder shall execute an instrument accepting the appointment and shall deliver one counterpart thereof to the Court for filing and to the Trustee.

(f) Immediately upon effectiveness of the appointment of a successor Trust Monitor, all rights, powers, duties, authority, and privileges of the predecessor Trust Monitor hereunder will be vested in and undertaken by the successor Trust Monitor without any further act. The successor Trust Monitor shall not be liable personally for any act or omission of the predecessor Trust Monitor.

(g) The initial Trust Monitor shall be Michael J. Lau.

6.3 Approval of and consultation with the Trust Monitor

(a) Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall submit to the Trust Monitor for their review and prior approval (which approval shall not be unreasonably withheld or delayed) the following matters:

- Any decision to settle or otherwise resolve any DCEH Claims the Trustee has asserted on behalf of the Trust, or to which the Trust has succeeded in its capacity as successor to the Debtors and the receivership estates;
- Any disposition of Trust assets (whether pursuant to one or more transactions), to the extent that such disposition would result in the aggregate value of all Trust asset disposed of on and after the Effective Date to exceed \$50,000, as determined in good faith by the Trustee;
- Any incurrence of obligations (whether in one transaction or a series of transactions and whether payable in a single payment or in a series of payments), to the extent that such incurrence would result in the aggregate amount of all obligations incurred by the Trustee on and after the Effective Date to exceed \$50,000, as determined in good faith by the Trustee;
- Any decision regarding the validity of any Beneficiary's claim tendered in accord with Section 3.4 above;
- The development of the priority payment schedule contemplated in Section 3.4 above;
- Any decision regarding the extent to which the Trustee decides to (a) pay or reserve from distribution a sum the Trustee believes, in his reasonable opinion, is necessary to pay the Trust's present and anticipated administrative expenses or (b) withhold from distribution any amounts, determined in the Trustee's reasonable discretion, to be required by this Agreement or any law, regulation, rule, ruling, directive, or other governmental requirement to be withheld from distribution;
- Any decision to retain and/or terminate the retention of Trust Professionals;
- Any amendment of this Trust Agreement as provided in Section 7.5 below; and,
- Any decision to borrow funds to finance litigation or Trust operating expenses.

(b) In the event of any disagreement between the Trustee and Trust Monitor regarding any matter requiring the approval or direction of the Trust Monitor under this Trust Agreement, the Trustee and Trust Monitor shall consult and negotiate diligently and in good faith to resolve such disagreement. If, despite their good faith efforts, the Trustee and Trust Monitor are unable to resolve the disagreement, or the Trustee cannot otherwise obtain approval or direction from the Trust Monitor as required by this Trust Agreement, the Trustee may petition the Court, with a copy to the Trust Monitor, requesting such approval or direction.

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6.4 Exculpation and Indemnification: Limitation of Liability. In the absence of their wanton and willful wrongdoing, to the fullest extent permitted by applicable law, the Trust Monitor shall not be subject to personal liability, and shall be exculpated and indemnified, and shall have the right to obtain advances to cover reasonable expenses of defense, to the same extent as the Trustee herein. The Trust Monitor shall not be exculpated or indemnified if it is found by a court of competent jurisdiction that they engaged in fraud, gross negligence, or willful misconduct with respect to the discharge of their duties as Trust Monitor.

6.5 Expenses. The Trust Monitor is entitled to reimbursement for out-of-pocket expenses incurred in performing their duties under this Trust Agreement, to be paid in accord with Section 3.2 above. Said reimbursements will constitute Trust expenses, and be made after consultation with the Trustee.

Section VII

GENERAL PROVISIONS

7.1. Indemnification.

(a) The Trust shall indemnify, hold harmless, and defend the Trustee, the Additional Indemnitees, and the Trust Monitor (collectively, the “Indemnified Parties”) in the performance of their respective duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of Ohio is entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder. The Indemnified Parties shall be entitled to retain counsel to defend them against claims, and the Trust’s indemnification obligation will include the cost of said counsel and litigation costs, in accord with the terms of this section. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately held liable as a result of such individual’s own breach of any fiduciary duty committed through fraud, gross negligence, or willful misconduct.

(b) The Trust shall purchase and maintain reasonable amounts and types of insurance on behalf of an Indemnified Party to provide for payment of the obligations of the Trust under this Section 7.1.

7.2 Irrevocability. The Trust is irrevocable.

7.3. Trust Intended to Qualify as a Liquidating Trust and Grantor Trust.

(a) The Trust is intended to qualify as a “liquidating trust” taxed as a “grantor trust” for U.S. federal income tax purposes, pursuant to sections 671 through 679 of the Internal Revenue Code of 1986, as amended (the “***Tax Code***”), and within the meaning of Treasury Regulation section 301.7701-4(d), and the Trustee will operate and maintain the

Trust in compliance with the guidelines for obtaining a classification ruling as a liquidating trust as set forth in Internal Revenue Procedure 94-45, 1994-2 C.B. 684, Treasury Regulation section 1.671-4(a), and all subsequent guidelines regarding liquidating trusts issued by the IRS.

(b) For U.S. federal income tax purposes, the transfer of assets by the Debtors to the Trust is intended to be treated as the transfer of assets by the Debtors to the Beneficiaries in satisfaction of their claims against the Debtors, subject to any liability of the Debtors from the proceeds of such assets as contemplated by this Agreement or the Approval Order, followed by the transfer of such assets (subject to such liabilities) by such holders to the Trust in exchange for the beneficial interests in the Trust; and thus, the Beneficiaries are intended to be treated as the grantors and owners of a grantor trust for U.S. federal income tax purposes.

7.4. Termination. The Trust shall automatically terminate on the earlier of (a) the date that the last distribution is made to a Beneficiary and there are no additional Trust Assets to liquidate and distribute or (b) such other date the Court approves the termination of the Trust upon its own motion, the motion of the Trustee, the motion of the Trust Monitor, or the motion of any Beneficiary; *provided, however*, that, notwithstanding the foregoing, the Trust shall be dissolved no later than three (3) years from the Effective Date unless the Court, upon a motion made within six (6) months prior to the third anniversary of the Effective Date or the end of any extension period approved by the Court, determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS or advice or an opinion of counsel satisfactory to the Trustee that any further extension would not adversely affect the status of the Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, liquidation of, and distribution of the Trust Assets; *provided, however*, that adequate funding exists for such extension period as determined by the Court.

7.5. Amendments. The Trustee, with the approval of the Trust Monitor and after consultation with the Court, and ten business days' notice to the Notice Parties, may modify or amend this Agreement; *provided*, that the Trustee may not amend this Agreement in a manner that is materially adverse to the Beneficiaries without further order of the Court and the opportunity for the Beneficiaries to object.

7.6. Severability. Should any provision of this Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

7.7. Releases. In consideration for the consent of the secured lenders under the EDMC Credit Agreement, the DCEH Credit Agreement, and the Receiver Note to the Receiver's entry into this Agreement, the Receiver hereby reaffirms (and the Trustee shall bound by) the Releases contained in that certain *Order (I) Authorizing the Receiver to Compromise and Enter Into Letter Agreement, (II) Authorizing the Receiver to Obtain Financing, (III) Granting Senior Secured Priming Liens and Superpriority Claims (III) [sic] Modifying the Stay, and (IV) Granting Related Relief* [Case No. 19-cv-00145 (N.D. Ohio) ECF No. 440], and the Approval Order shall (a) restate the terms of such Releases, effective from January 18, 2019 through the date of entry of the

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Approval Order and (b) clarify that any funds remaining on account with Morrison & Foerster (as described in Case No. 19-cv-00145 (N.D. Ohio), ECF No. 183) may be retained by the secured lenders to cover past and future costs and expenses incurred in their capacities as lenders to the Debtors.

7.8 Notices. Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the address designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trust and Trustee: c/o Mark E. Dottore
2344 Canal Road
Cleveland, Ohio 44113
With a copy to:
Rob Glickman
McCarthy Lebit Crystal & Liffman Co., LPA
1111 Superior Ave., Suite 2700
Cleveland, OH 44114

To the Court: c/o Clerk of Courts
United States District Court
for the Northern District of Ohio
801 West Superior Avenue
Cleveland, Ohio 44113
Case Number: 1:19-cv-00145-DAP

All such notices and communications if mailed shall be effective when physically delivered at the designated address or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

7.9 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, and their respective successors and assigns, except that neither the Trust or Trustee may assign or otherwise transfer any of its or their rights or obligations under this Agreement except as contemplated by Section 2.1, above.

7.10 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Agreement is contained herein, and this Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.11. Headings. The headings used in this Agreement are inserted for convenience only and do not constitute a portion of this Agreement, nor in any manner affect the construction of the provisions of this Agreement.

7.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflict of law principles.

7.13. Representations and Cooperation. The Debtors are hereby irrevocably designated as settlors and are hereby authorized to take any action required of the settlors in connection with this Agreement. Pursuant to the terms of the Agreement, the Debtors agree to reasonably cooperate as may be requested by the Trustee in implementing the goals and objectives of the Trust.

7.14. Jurisdiction. The Court shall retain jurisdiction to oversee this Trust, its Trustee, and the Trust Monitor. As discussed above, the Court shall be arbiter of final resort for any disputes that arise related to the Trust, Trustee, or Trust Monitor.

7.15. Effectiveness. This Agreement shall not become effective until it has been executed and delivered by all parties hereto.

7.16. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

7.17. Severability. In the event that any provision of this Trust Agreement or the application thereof to any person or circumstance shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this Trust Agreement or the application of such provision to person or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024

ON BEHALF OF ALL OF THE DEBTORS

DRAFT

By: Mark E. Dottore

Its: Receiver

TRUSTEE

DRAFT

By: Mark E. Dottore

Its: Trustee

Exhibit A
DEBTORS

1. South University of Ohio LLC
2. Dream Center Education Holdings LLC
3. The DC Art Institute of Raleigh-Durham LLC
4. The DC Art Institute of Charlotte LLC
5. DC Art Institute of Charleston LLC
6. DC Art Institute of Washington LLC
7. The Art Institute of Tennessee – Nashville LLC
8. AiTN Restaurant LLC
9. The Art Institute of Colorado LLC
10. DC Art Institute of Phoenix LLC
11. The Art Institute of Portland LLC
12. The Art Institute of Seattle LLC
13. The Art Institute of Pittsburgh, DC LLC
14. The Art Institute of Philadelphia, DC, LLC
15. DC Art Institute of Fort Lauderdale LLC
16. The Illinois Institute of Art LLC
17. The Art Institute of Michigan LLC
18. The Illinois Institute of Art at Schaumburg LLC
19. DC Art Institute of Phoenix, LLC and its direct subsidiaries
20. The Art Institute of Las Vegas LLC
21. The Art Institute of Indianapolis, LLC
22. AiIN Restaurant LLC
23. Dream Center Argosy University of California LLC and its direct subsidiaries
24. Argosy Education Group LLC
26. Dream Center Education Management LLC
27. South University of Michigan LLC

EXHIBIT B

DCEH LIQUIDATION LITIGATION TRUST AGREEMENT
ASSIGNMENT OF CLAIMS AND ASSETS

WHEREAS, the entities listed on Exhibit 1 (the “Debtors”) are in receivership within the matter captioned *Digital Media Solutions, LLC v. South University of Ohio, LLC, et al.*, case number 1:19-cv-145, United States District Court, Northern District of Ohio case number 1:19-cv-145 (the “Receivership”):

In accord with the lawful order of the Court overseeing the Receivership, the undersigned, MARK E. DOTTORE, as Receiver for the Debtors, hereby assigns all of his as Receiver and the Debtors’ rights, titles, and interests in and to the following claims and various causes of action (the “Insurance Claims”), including the rights, titles, interests, and obligations of the settlement of the Insurance Claims, to MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024. The Claims being assigned include, but are not limited to:

Claims against the Debtors’ former officers and directors including, but not limited to: Brent Richardson, Chris Richardson, Pastor Matthew Barnett, John Crowley, Chad Garrett, Monica Carson, Melissa Ebenshade, Shelly Gardner, Mike Lacrosse, Shelly Murphy, Rob Paul, Debbi Lannon-Smith, Stacey Sweeney, Randall Barton, Timothy Slottow, Rufus Glasper, and Jack DeBartolo. Said Claims include, but are not limited to:

- a. Those relating to the establishment, maintenance, and funding of health care coverage plans for Debtors, including those related to the failure to pay plan participants’ legitimate health care bills that should have been paid by the plans;
- b. Those relating to alleged misrepresentations made to secured lenders, including Banc of America Credit Products, Inc., Bank of America NA, Barclays Bank PLC, Candlewood Special Situations Master Fund II, LP Credit Suisse AG Cayman Islands Branch, Flagler Master Fund SPC Ltd acting for and on behalf of the Class A segregated portfolio and the Class B segregated portfolio, and JP Morgan Chase Bank (together, the “Secured Lenders”) to obtain financing therefrom;
- c. Those relating to their decision to not pay students or students’ parents the credit balances (“stipends”) due;
- d. Those relating to alleged misrepresentation to current and prospective students concerning schools’ accreditation status;
- e. Those relating to the alleged failure to notify current and prospective students of the Debtors’ precarious financial position in December 2018 and January 2019, and the accordant likely failure of the schools to complete the newly-started terms;
- f. Those relating to their decision to pay friends and family undue bonuses shortly before the Debtors entered Receivership;

- g. Those relating to their decision to pay the Dream Center Foundation more than \$1.5 million;
- h. Those relating to their management of health care plans covering Debtors' employees; and,
- i. All claims arising out of their alleged negligence and breach of fiduciary duty arising out of their management of, or performance of duties to, the Debtors.

In accord with the lawful order of the Court overseeing the Receivership, the undersigned, MARK E. DOTTORE, as Receiver for the Debtors, hereby assigns all of his as Receiver and the Debtors' rights, titles, and interests in and to the following claims and various causes of action (the "Potential Claims"), to MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024. The Claims being assigned include, but are not limited to:

- a. All claims against Aetna, or Aetna-related entities, regarding monies due the Debtors; and,
- b. All claims against the former officers and directors of Education Management Corporation, including Brian J. Curtin, John Danielson, Chad M. Garrett, Frank Jalufka, Jerome Kramer, J. Devitt Kramer, Mark A. McEachen, Teresa L. Nelson, and Mark E. Novad.

In accord with the lawful order of the Court overseeing the Receivership, the undersigned, MARK E. DOTTORE, as Receiver for the Debtors, hereby assigns all of his as Receiver and the Debtors' rights, titles, and interests in and to all remaining Receivership assets, to MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024. The assets being assigned include, but are not limited to:

- a. All unrestricted funds held in any and all bank accounts;
- b. The sum of \$177,593 (or such other sum as may exist on the date of transfer) currently being held for application to employee medical claims;
- c. The sum of \$1,193,835 (or such other sum as may exist on the day of transfer) currently being held in restricted Perkins funds; and,
- d. All business records, whether in paper or electronic format, of the Debtors.

This Assignment is effective as of _____, 2024.

ON BEHALF OF ALL OF THE DEBTORS

By: Mark E. Dottore

Its: Receiver

RECEIPT OF CLAIMS AND ASSETS

The undersigned, MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024, hereby acknowledges receipt, as of this _____ day of _____, 2024, of the Claims and Assets.

MARK E. DOTTORE, TRUSTEE OF THE
DCEH LIQUIDATION TRUST DATED
_____, 2024

By: Mark E. Dottore
Its: Trustee

Exhibit 1
DEBTORS

1. South University of Ohio LLC
2. Dream Center Education Holdings LLC
3. The DC Art Institute of Raleigh-Durham LLC
4. The DC Art Institute of Charlotte LLC
5. DC Art Institute of Charleston LLC
6. DC Art Institute of Washington LLC
7. The Art Institute of Tennessee – Nashville LLC
8. AiTN Restaurant LLC
9. The Art Institute of Colorado LLC
10. DC Art Institute of Phoenix LLC
11. The Art Institute of Portland LLC
12. The Art Institute of Seattle LLC
13. The Art Institute of Pittsburgh, DC LLC
14. The Art Institute of Philadelphia, DC, LLC
15. DC Art Institute of Fort Lauderdale LLC
16. The Illinois Institute of Art LLC
17. The Art Institute of Michigan LLC
18. The Illinois Institute of Art at Schaumburg LLC
19. DC Art Institute of Phoenix, LLC and its direct subsidiaries
20. The Art Institute of Las Vegas LLC
21. The Art Institute of Indianapolis, LLC
22. AiIN Restaurant LLC
23. Dream Center Argosy University of California LLC and its direct subsidiaries
24. Argosy Education Group LLC
25. AU Student Funding, LLC
26. Dream Center Education Management LLC
27. South University of Michigan LLC

Exhibit C

Parties To Receive Notice By Ordinary Mail

| Party to Receive Notice | Address |
|--|--|
| Everest National Insurance Company | <p>Willis Towers Watson 200 Liberty Street, 7th Floor New York, NY 10281</p> |
| Starr Indemnity and Liability Company | <p>Starr Adjustment Services, Inc. 399 Park Avenue, 9th Floor New York, NY 10022</p> <p>AND</p> <p>Starr Indemnity & Liability Company Attn: Financial Lines Department 399 Park Avenue, 8th Floor New York, NY 10022</p> |
| Landmark American Insurance Carrier | <p>Landmark American Insurance Company 7135 E. Camelback, Suite F240 Scottsdale, AZ 85251</p> |
| Ironshore Indemnity Inc. | <p>Ironshore Indemnity Inc. c/o Ironshore Insurance Services, LLC One State Street Plaza, 8th Floor New York, NY 10004</p> |
| All Parties: Bolden Action (Darlene Bolden, Superior Court of CA, Case No. 37-2018-00038876-CU-BT-CTL) | <p>Edward D. Chapin, Esq. Sanford Heisler Sharp, LLP 655 West Broadway, 17th Floor San Diego, CA 92101</p> <p>AND</p> <p>Gregory M. Garrison, Esq. Gregory M. Garrison, APC</p> |

| | |
|--|---|
| | <p>9255 Towne Centre Drive, Suite 500 San Diego, California 92121</p> <p>AND</p> <p>Alexander E. Papaefthimiou, Esq. Papaefthimiou APC 215 E. Daily Drive, Suite 28 Camarillo, CA 93010</p> <p>AND</p> <p>Chris Richardson, Esq. Lopes Capital LLC 6230 E. Exeter Blvd. Scottsdale, AZ 85251</p> |
| <p>George L. Miller, Trustee, EDMC, <i>In re The Art Institute of Philadelphia, LLC</i> U.S. Bankruptcy Court, Delaware, Case No. 18-11535</p> | <p>Evelyn Meltzer Pepper Hamilton LLP 1313 N. Market Street, Suite 5100 Wilmington, DE 19899-1709</p> <p>AND</p> <p>Francis X. Lane Steven M. Coren Benjamin M. Mather Kaufman, Coren & Ress, P.C. Two Commerce Square Suite 3900 2001 Market Street Philadelphia, PA 19103</p> <p>Colin Robinson Bradford J. Sandler Pachulski Stang Ziehl & Jones LLP 919 North Market Street 17th Floor Wilmington, DE 19801</p> |
| <p>U.S. Department of Labor</p> | <p>James Goldstein Senior Investigator U.S. Department of Labor Employee Benefits Security Administration</p> |

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| | 35 N. Lake Avenue, Suite 300 Pasadena, CA 91101 |
| U.S. Department of Education | Donna S. Mangold, Esq. United States Department of Education Office of General Counsel – Division of Postsecondary Education 400 Maryland Avenue, S.W. - Room 6E108 Washington, D.C. 20202 |
| U.S. Department of Justice | John R. Kresse, Esq. Corporate-Financial Litigation Section Commercial Litigation Branch, Civil Division U.S. Department of Justice 1100 L Street NW, Room 7012 Washington, DC 20044-0875 |
| Internal Revenue Service | 1111 Constitution Avenue, NW Washington, DC 20224 |
| Internal Revenue Service – Insolvency Group 6 | 1240 East Ninth Street, Room 493 Cleveland, OH 44199 |
| Accrediting Counsel for Independent Colleges and Schools (ACICS) | Accrediting Counsel for Independent Colleges and Schools 1350 Eye Street, NW, Suite 560 Washington, DC 20005 |
| Higher Learning Commission | Higher Learning Commission 230 South LaSalle Street, Suite 7-500 Chicago, Illinois 60604-1411 |
| Middle States Commission on Higher Education | Middle States Commission on Higher Education 3624 Market St. Philadelphia, PA 19104 |

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| Settlement Administrator Consent Decree | DCEH Case Electronic Notice |
| General Revenue Corporation | Jennifer Hamilton Client Liaison Supervisor General Revenue Corporation 4660 Duke Drive, Suite 200 Mason, OH 45040-8466 |
| Education Creditor Trust | [] |
| U.S. Bank, National Association, as Agent | U.S. Bank National Association, as Administrative Agent and Collateral Agent 214 N. Tryon Street, 26th Floor Charlotte, NC 28202 Attention: CDO Trust Services / James Hanley |

Additional DCEH-Related Suit Counsel To Receive Notice By Ordinary Mail

| Case Number | Case Caption | Counsel |
|--------------------------------------|--|---|
| W.D. PA Dist. Court 2:19-cv-00151-NB | <i>Carl Clemons v. Dream Center Education Holdings LLC and Argosy Education Group LLC</i> | William Harvey Klehr Harrison Harvey Branzburg LLP 1835 Market Street Suite 1400 Philadelphia, PA 19103 |
| E.D. Va Dist. Ct. 3:18-cv-00476-MHL | <i>Paula Faith Bingman v. South University of Virginia Inc d/b/a South University - Richmond, Education Management Corp., Dream Center Foundation, Dream Center Education Holdings LLC</i> | Michael Lorraine Donner, Sr. Setliff Law PC 4940 Dominion Blvd. Glen Allen, VA 23060 AND Padraic Kevin Keane Virginia Margaret Sadler Jordan Coyne LLP 10509 Judicial Drive, Suite 200 Fairfax, VA 22030 |

| | | |
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| <p>N.D. Ill Dist. Ct. 1:18-cv-05844</p> | <p><i>Robert Gillman v. Dream Center Education Holdings d/b/a/ The Art Institutes d/b/a/ The Art Institute of Pittsburgh</i></p> | <p>James Joshua Parr Michael S. Agruss Taylor Leigh Kosla Agruss Law Firm, LLC Suite 419 4809 N. Ravenswood Ave. Chicago, IL 60640</p> <p>John C. Ochoa Michael Matthew Chang Smith Amundsen LLC 150 North Michigan Ave. Suite 3300 Chicago, IL 60601</p> <p>Michael A. Schern Yusra B. Bokhari Schern Richardson Finter, PLC 1640 S. Stapley Drive, Suite #132 Mesa, AZ 85204</p> |
| <p>Superior Court Los Angeles County Case No. BC683000</p> | <p><i>Tito Thomas v. Argosy University</i></p> | <p>Todd Brian Scherwin, Esq. Andrew J. Hongin Fisher & Phillips LLP 444 S. Flower Street, Suite 1500 Los Angeles, GA 90071</p> <p>AND</p> <p>Tito A. Thomas P.O. Box 1814 Hawthorne, CA 90251</p> |
| <p>DOE OCR Complaint No. 04-19-2007</p> | <p><i>Nancy Bent v. Argosy Education Group LLC, dba Argosy University Sarasota</i></p> | <p>Nancy Bent 8788 Townsquare Court Jacksonville, FL 32216</p> <p>AND</p> <p>U.S. Department of Education Office for Civil Rights Lyndon Baines Johnson Department of Education Building 400 Maryland Avenue, SW Washington, DC 20202-1100</p> |

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| Philadelphia Court of Common Pleas Case No. 3805 | <i>Ryan Lund v. The Art Institute of Philadelphia</i> | David H. Denenberg, Esq. 1315 Walnut Street, Suite 500 Philadelphia, PA 19107 |
| Arizona Officer of Attorney General Complaint # 18- 009452 | <i>Vallerie Hancock v. Argosy University, Phoenix</i> | Vallerie Hancock 13820 S. 44 th Street, Apt. 1104 Phoenix, AZ 85044 |
| San Diego Superior Court Case No. 37- 2018-00018512 | <i>Darcy Totten v. Dream Center Education Holdings</i> | Julian Hammond, Esq. Hammond Law, PC 1829 Reisterstown Rd., Ste. 410 Baltimore, MD 21208 |
| San Bernadino Superior Court Case No. CIV DS 1721382 | <i>Cherisse Hunter-Southern v. Argosy University I.E. Dream Center Education Holding LLC</i> | Cherisse Hunter-Southern 10142 Victoria St Alta Loma, CA 91701 |
| N.D. Ill Dist. Ct. 1:18-cv-03095 | <i>Jill Olmsted v. Illinois Institute of Art - Schaumburg, Inc., Illinois Institute of Art - Schaumburg, LLC, Education Management LLC, and Dream Center Education Holdings LLC</i> | Colleen M. McLaughlin, Esq. Law Offices of Colleen M. McLaughlin 1751 S. Naperville Road, Ste. 209 Wheaton, IL 60189 |
| San Francisco Superior Court Case No. CGC- 18-564745 | <i>Raymond Gonzalez v. Education Management Corporation, The Dream Center Foundation</i> | Frank E. Marchetti, Esq. Marchetti Law 650 Sierra Madre Villa Ave., Suite 102 Pasadena, CA 91107 |
| EEOC Charge 533-2018-00488 | Justin Erlichman | U.S. Equal Employment Opportunity Commission - Pittsburgh Area Office 1000 Liberty Avenue, Room 1112 Pittsburgh, PA 15222 AND Nelson D. Berardinelli, Esq. NDB Law Firm, LLC |

| | | |
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| | | <p>BNY Mellon Center 500 Grant Street, Suite 2900 Pittsburgh, PA 15219</p> |
| <p>EEOC Charge 540-2019-00399</p> | <p>Douglas Brekan</p> | <p>Douglas Brekan 5419 S. Lighthouse Lane Tempe, AZ 85283</p> <p>AND</p> <p>U.S. Equal Employment Opportunity Commission - Phoenix Office 3300 N Central Ave., # 690 Phoenix, AZ 85012</p> |
| <p>Williamson County, Texas Case No.18- 1167-C368</p> | <p><i>Tolani Akamo v. South University</i></p> | <p>Larry Boje, Esq. Law Firm of Boje & Associates 9898 Bissonnet, Ste. 419 Houston, TX 77036</p> |
| <p>EEOC Charge No. 37B-2018- 00170</p> | <p>Kendall Juchter</p> | <p>Kendall Juchter 1255 Nusanu Avenue, #3113 Honolulu, HI 96817</p> <p>AND</p> <p>Hawaii Civil Rights Commission 830 Punchbowl Street, Room 411 Honolulu, HI 96813-5095</p> |
| <p>Los Angeles Superior Court</p> | <p>Colby Lombardo</p> | <p>Coleby Lombardo 1215 Amethyst St., Unit B Redondo Beach, CA 90277</p> |
| <p>EEOC Charge 540-2018-04603</p> | <p>Kira Davis</p> | <p>Kira Davis 3400 N. Alma School Road, Apt. 2006 Chandler, AZ 85224</p> |
| <p>12th Judicial Circuit for Sarasota County Court, Case No. 2019 CA 000277</p> | <p><i>LV17 LLC v. Argosy Education Group LLC and Dream Center Education Holdings LLC</i></p> | <p>LV17 LLC 5250 17th Street, Suite 115 Sarasota, FL, 34245</p> |

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| Dist. Ct. for Middle Dist. N.C., Case No. 1:18-cv-01049-TDS-JEP | <i>Adina Long v. Education Management Corporation, South University, Dream Center Holdings, and John South III</i> | Amos Jones, Esq. Amos Jones Law Firm 1150 K Street, NW, Ste. 902 Washington, D.C. 20005-6809 |
| Orange County Superior Court Case No. 30-2019-01050428-CU-CR-CJC | <i>Robbie Munoz v. Western State College of Law, John Does 1 through 10</i> | Faulkner Post Law Firm 625 The City Drive Suite 350 Orange, CA 92868 |
| Superior Court of Arizona, Maricopa County Case No. CV2018-011334 | <i>Concorde Office LLC v. Dream Center Education Holdings LLC</i> | Bryan Gottfredson, Esq. Sacks Tierney P.A. 4250 N. Drinkwater Blvd., Fourth Floor Scottsdale, Arizona 85251-3693 |
| ND of Georgia Case No. 1-16-cv04299 RWS | <i>Burge v. Educational Management Corp.</i> | DeLong Caldwell Bridgers & Fitzpatrick, LLC 101 Marietta Street, NW 3100 Centennial Tower Atlanta, GA 30303 |

State Taxing Authorities To Receive Notice By Ordinary Mail

| State | Department Name | Address |
|----------|--|---|
| Alaska | Department of Revenue | PO Box 110400 Juneau, AK 99811-0400 |
| Alabama | Department of Revenue | 50 North Ripley Street Montgomery, AL 36104 |
| Arkansas | Department of Finance and Administration | Ragland Building 1900 W. 7th St, Rm 1130 Little Rock, AR 72201 Ledbetter Building 1816 W 7th St, Rm 1380 Little Rock, AR 72201 |
| Arizona | Department of Revenue | 1600 West Monroe Street Phoenix, AZ 85007 |

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| State | Department Name | Address |
|----------------------|--------------------------------|--|
| California | Franchise Tax Board | PO Box 942857 Sacramento CA 94257- 0500 California Department of Tax and Fee Administration PO Box 942879 Sacramento, CA 94279-0001 |
| Colorado | Department of Revenue | PO Box 17087 Denver, CO 80217-0087 |
| Connecticut | Department of Revenue Services | 450 Columbus Boulevard, Suite 1 Hartford, Connecticut 06103 |
| District of Columbia | Office of Tax and Revenue | 1350 Pennsylvania Avenue, NW, Suite 203, Washington, DC 20004 |
| Delaware | Division of Revenue | PO Box 830 Wilmington, Delaware 19801 – 830 |
| Florida | Department of Revenue | General Counsel Mark Hamilton PO Box 6668 Tallahassee, FL 32314-6668 |
| Georgia | Department of Revenue | DOR Headquarters 1800 Century Boulevard NE Atlanta, GA 30345 PO Box 740397 Atlanta, GA 30374-0397 |
| Hawaii | Department of Taxation | 830 Punchbowl Street, Honolulu, HI 96813-5094 |
| Iowa | Department of Revenue | Corporation Tax PO Box 10466 Des Moines, IA 50306-0466 |
| Idaho | State Tax Commission | PO Box 36 Boise ID 83722-0410 |

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| State | Department Name | Address |
|----------|-----------------------|---|
| Illinois | Department of Revenue | <p>PO Box 19048 Springfield, IL 62794-9048</p> <p>PO Box 19016 Springfield, IL 62794-9016</p> <p>200 S. Wyman Street, Suite 306 Rockford, IL 61101-1234</p> <p>PO Box 19035 Springfield, IL 62794-9035</p> <p>Illinois Department of Employment Security 33 S. State Street, 10th Floor Chicago, IL 60603-2802</p> <p>Illinois Department of Employment Security PO Box 19299 Springfield, IL 62794-9300</p> |
| Indiana | Department of Revenue | <p>PO Box 7206 Indianapolis, IN 46207-7206</p> <p>PO Box 1028 Indianapolis, IN 46206-1028</p> <p>PO Box 0595 Indianapolis, IN 46206</p> |
| Kansas | Department of Revenue | <p>Corporate Estimated Tax/Withholding Tax PO Box 3506 Topeka, KS 66625-3506</p> <p>Corporate Tax PO Box 750260 Topeka, KS 66699-0260</p> <p>Division of Taxation 120 SE 10th Avenue PO Box 3506</p> |

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| State | Department Name | Address |
|---------------|-------------------------|---|
| | | Topeka, KS 66601-3506 |
| Kentucky | Department of Revenue | 501 High Street Frankfort, KY 40601 |
| Louisiana | Department of Revenue | PO Box 201 Baton Rouge, LA 70821-0201 617 North Third Street Baton Rouge, LA 70802 |
| Massachusetts | Department of Revenue | PO Box 7003 Boston, MA 02204 |
| Maryland | Comptroller of Maryland | 110 Carroll Street Annapolis, MD 21411-0001 |
| Maine | Revenue Services | PO Box 1065 Augusta, ME 04332-1065 PO Box 1060 Augusta, ME 04332-1060 |
| Michigan | Department of Treasury | PO Box 30778 Lansing, MI 48909 Department of Labor and Economic Opportunity – Unemployment Insurance Agency 3024 W. Grand Blvd., # 12-100 Detroit, MI 48202 Department of Labor & Economic Opportunity Unemployment Insurance Agency PO Box 33598 Detroit, MI 48232-5598 |
| Minnesota | Department of Revenue | 600 North Robert St. St. Paul, MN 55101 PO Box 64649 |

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| State | Department Name | Address |
|----------------|-----------------------|---|
| | | Saint Paul, MN 55164-0649 PO Box 64651 St. Paul, MN 55164-0651 |
| Missouri | Department of Revenue | Harry S Truman State Office Building 301 West High Street Jefferson City, MO 65101 The Missouri Department of Labor and Industrial Relations – Division of Employment Security PO Box 59 Jefferson City, MO 65104-0059 Taxation Department PO Box 3375 Jefferson City, MO 65105-3375 |
| Mississippi | Department of Revenue | PO Box 1033 Jackson, MS 39215-1033 PO Box 23338 Jackson, MS 39225-3338 PO Box 22808 Jackson, MS 39225-2808 |
| Montana | Department of Revenue | PO Box 8021 Helena, MT 59604-8021 |
| North Carolina | Department of Revenue | PO Box 25000 Raleigh, NC 27640-0640 Post Office Box 871 Raleigh, NC 27602 |
| North Dakota | Department of Revenue | Office of State Tax Commissioner 600 E. Boulevard Ave., Dept. 127 Bismarck, ND 58505-0599 |

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| State | Department Name | Address |
|---------------|----------------------------------|---|
| Nebraska | Department of Revenue | PO BOX 98912 Lincoln, NE 68509-8912 |
| New Hampshire | Department of Revenue | Administration Governor Hugh Gallen State Office Park 109 Pleasant Street Concord, NH 03301 |
| New Jersey | Department of Revenue | NJ Division of Taxation PO Box 245 Trenton, NJ 08695-0245 NJ Division of Taxation PO Box 248 Trenton, NJ 08646-0248 |
| New Mexico | Department of Revenue | Corporate Income and Franchise Tax PO Box 25127 Santa Fe, NM 87504-5127 Correspondence for the Secretary's Office, Legal and Other General Information PO Box 630 Santa Fe, NM 87504-0630 |
| Nevada | Department of Taxation | Grant Sawyer Office Building 555 E. Washington Ave, Suite 1300 Las Vegas, NV 89101 1550 College Parkway, Suite 115 Carson City, NV 89706 |
| New York | State Department of Taxation | Attn: Office of Counsel Building 9 W A Harriman Campus Albany, NY 12227 |
| Ohio | Office of State Tax Commissioner | Ohio Department of Taxation |

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| State | Department Name | Address |
|--------------|------------------------|--|
| | | <p>Attn: Business Compliance Division PO Box 1090 Columbus, OH 43216-1090</p> <p>The City of Bowling Green Ohio Attention: Robert Wright 304 North Church Street Bowling Green, Ohio 43402</p> |
| Oklahoma | Tax Commission | <p>2501 North Lincoln Boulevard Oklahoma City, OK 73194</p> <p>The Oklahoma Employment Security Commission PO Box 52003 Oklahoma City, OK 73152-2003</p> |
| Oregon | Department of Taxation | <p>PO Box 14260 Salem, OR 97309-5060</p> <p>PO Box 14950 Salem, OR 97309-0950</p> <p>PO Box 4395, Unit 02 Portland, OR 97208</p> <p>State of Oregon Employment Department 875 Union Street, NE Salem, OR 97311-0030</p> <p>State of Oregon Department of Revenue 955 Center St., NE Salem, OR 97301-2555</p> |
| Pennsylvania | Department of Revenue | <p>PO Box 280427 Harrisburg, PA 17128-0427</p> |
| Rhode Island | Department of Revenue | <p>Division of Taxation One Capitol Hill Providence, RI 02908</p> |

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| State | Department Name | Address |
|----------------|--------------------------------------|---|
| South Carolina | Department of Revenue | 300A Outlet Pointe Boulevard Columbia, SC 29210 |
| South Dakota | Department of Revenue and Regulation | 445 East Capitol Ave Pierre, SD 57501-3185 |
| Tennessee | Department of Revenue | 500 Deaderick Street Nashville, TN 37242 |
| Texas | Comptroller of Public Accounts | Texas Comptroller of Public Accounts PO Box 13528 Capitol Station Austin, Texas 78711-3528 |
| Utah | State Tax Commission | 210 North 1950 West Salt Lake City, Utah 84134 |
| Virginia | Department of Taxation | Office of Customer Services PO Box 1115 Richmond, VA 23218-1115 |
| Vermont | Department of Taxes | PO Box 1881 Montpelier, VT 05601-1881 |
| Washington | Department of Revenue | Treasury Management PO Box 47464 Olympia, WA 98504-7464 |
| Wisconsin | Department of Revenue | PO Box 8908 Madison, WI 53708-8908 PO Box 8901 Madison, WI 53708-8901 |
| West Virginia | Department of Revenue | Taxpayer Services 1124 Smith Street Charleston, WV 25301 |
| Wyoming | Department of Revenue | 122 West 25th Street, Suite E301 Herschler Building, East Cheyenne, Wyoming 82002 |

{02065094-2}

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ny-2681378

Exhibit D

| Total Payroll from 4/20 -12/20/2019 | | | | | | |
|-------------------------------------|-------------|-------------|------------|-------------|------------|-------------|
| Employee Name | FA19 | SU19 | SP19 | GROSS TOTAL | PAFS | TOTAL |
| Abella, Sheffield | \$5,888.00 | \$2,576.00 | \$0.00 | \$8,464.00 | | \$8,464.00 |
| Abramyan, Anita | \$0.00 | \$2,024.00 | \$0.00 | \$2,024.00 | | \$2,024.00 |
| Agena, Troy | \$0.00 | \$5,520.00 | \$6,598.80 | \$12,118.80 | | \$12,118.80 |
| Albert, Kristen | \$10,120.00 | \$4,600.00 | \$0.00 | \$14,720.00 | \$285.00 | \$15,005.00 |
| Amernick, Jay | \$4,048.00 | \$6,072.00 | \$0.00 | \$10,120.00 | | \$10,120.00 |
| Anderson, Gregory | \$0.00 | \$184.00 | \$1,319.40 | \$1,503.40 | | \$1,503.40 |
| Andrews, David | \$0.00 | \$0.00 | \$5,279.40 | \$5,279.40 | | \$5,279.40 |
| Andrews, David | \$0.00 | \$0.00 | \$720.00 | \$720.00 | | \$720.00 |
| Bachetti, Angela | \$0.00 | \$0.00 | \$1,319.40 | \$1,319.40 | | \$1,319.40 |
| Barker, Rick | \$4,048.00 | \$8,096.00 | \$0.00 | \$12,144.00 | | \$12,144.00 |
| Barker, Rick | \$1,012.00 | \$0.00 | \$0.00 | \$1,012.00 | | \$1,012.00 |
| Bindrup, Michael J. | \$6,072.00 | \$8,096.00 | \$1,484.48 | \$15,652.48 | | \$15,652.48 |
| Bindrup, Michael J. | \$0.00 | \$0.00 | \$720.00 | \$720.00 | | \$720.00 |
| Bright Jr, Rocky D. | \$4,048.00 | \$4,048.00 | \$2,490.36 | \$10,586.36 | | \$10,586.36 |
| Bright Jr, Rocky D. | \$0.00 | \$920.00 | \$679.04 | \$1,599.04 | | \$1,599.04 |
| Brigman, William | \$0.00 | \$0.00 | \$5,279.40 | \$5,279.40 | \$360.00 | \$5,639.40 |
| Brooks, Kathleen | \$0.00 | \$0.00 | \$5,365.80 | \$5,365.80 | | \$5,365.80 |
| Brown, Michael A. | \$12,144.00 | \$12,144.00 | \$7,113.44 | \$31,401.44 | \$2,364.00 | \$33,765.44 |
| Brown, Michael A. | \$0.00 | \$0.00 | \$2,944.00 | \$2,944.00 | | \$2,944.00 |
| Canlas, Ryan | \$3,036.00 | \$5,566.00 | \$3,914.60 | \$12,516.60 | | \$12,516.60 |
| Canlas, Ryan | \$0.00 | \$1,012.00 | \$1,552.64 | \$2,564.64 | | \$2,564.64 |
| Cioe, Kenneth | \$14,352.00 | \$14,168.00 | \$0.00 | \$28,520.00 | | \$28,520.00 |
| Cioe, Kenneth | \$1,012.00 | \$736.00 | \$0.00 | \$1,748.00 | | \$1,748.00 |
| Clinton, Christian | \$8,349.00 | \$8,349.00 | \$0.00 | \$16,698.00 | | \$16,698.00 |
| Crawford, Dennis | \$6,072.00 | \$6,072.00 | \$3,299.40 | \$15,443.40 | \$450.00 | \$15,893.40 |
| Dawson, Michelle | \$2,024.00 | \$0.00 | \$0.00 | \$2,024.00 | | \$2,024.00 |
| DeCania, Brian | \$4,048.00 | \$0.00 | \$0.00 | \$4,048.00 | | \$4,048.00 |
| Driscoll, Christoper | \$0.00 | \$5,888.00 | \$0.00 | \$5,888.00 | | \$5,888.00 |
| Espinueva, Analyn | \$3,496.00 | \$0.00 | \$0.00 | \$3,496.00 | | \$3,496.00 |
| Farrar, Amana J. | \$0.00 | \$0.00 | \$3,960.00 | \$3,960.00 | \$360.00 | \$4,320.00 |
| Fautanu, Ma L. | \$4,048.00 | \$4,048.00 | \$2,640.60 | \$10,736.60 | | \$10,736.60 |
| Feliz-Oropeza, Karina | \$2,024.00 | \$2,576.00 | \$1,233.48 | \$5,833.48 | | \$5,833.48 |
| Feliz-Oropeza, Karina | \$0.00 | \$0.00 | \$673.76 | \$673.76 | | \$673.76 |
| Gardner, Christopher J. | \$4,048.00 | \$10,120.00 | \$3,960.00 | \$18,128.00 | | \$18,128.00 |
| Gardner, Christopher J. | \$0.00 | \$0.00 | \$2,160.00 | \$2,160.00 | | \$2,160.00 |
| Golinger, Iris etta | \$8,096.00 | \$12,880.00 | \$4,320.00 | \$25,296.00 | | \$25,296.00 |
| Gollnger, Iris etta | \$0.00 | \$0.00 | \$720.00 | \$720.00 | | \$720.00 |
| Graham, Janice | \$0.00 | \$4,048.00 | \$2,816.64 | \$6,864.64 | | \$6,864.64 |
| Graham, Janice | \$0.00 | \$0.00 | \$720.00 | \$720.00 | | \$720.00 |
| Harmon, Li | \$0.00 | \$1,104.00 | \$4,320.00 | \$5,424.00 | | \$5,424.00 |
| Heater, Karen S. | \$2,024.00 | \$2,024.00 | \$1,562.76 | \$5,610.76 | | \$5,610.76 |
| Hololik, Garry M. | \$0.00 | \$0.00 | \$1,319.40 | \$1,319.40 | | \$1,319.40 |
| Hood, Christopher | \$6,072.00 | \$1,104.00 | \$0.00 | \$7,176.00 | | \$7,176.00 |
| Hotchkiss, Nicholas D. | \$0.00 | \$6,992.00 | \$5,783.88 | \$12,775.88 | \$2,241.14 | \$15,017.02 |
| Howzell, Derryce A. | \$0.00 | \$0.00 | \$1,120.24 | \$1,120.24 | \$1,056.00 | \$2,176.24 |
| Hudson, Josh J. | \$12,144.00 | \$18,216.00 | \$6,598.80 | \$36,958.80 | | \$36,958.80 |
| Hudson, Josh J. | \$2,024.00 | \$0.00 | \$720.00 | \$2,744.00 | | \$2,744.00 |
| Hull, Michael S. | \$0.00 | \$0.00 | \$8,829.20 | \$8,829.20 | \$1,375.00 | \$10,204.20 |
| Hull, Michael S. | \$0.00 | \$0.00 | \$2,160.00 | \$2,160.00 | | \$2,160.00 |
| Isaac, Jason V. | \$0.00 | \$0.00 | \$1,348.72 | \$1,348.72 | | \$1,348.72 |
| James, Keith | \$0.00 | \$2,024.00 | \$0.00 | \$2,024.00 | | \$2,024.00 |
| Jordon, Allen K. | \$6,072.00 | \$6,072.00 | \$1,319.40 | \$13,463.40 | | \$13,463.40 |
| Jardan, Allen K. | \$0.00 | \$0.00 | \$3,600.00 | \$3,600.00 | | \$3,600.00 |
| Kamrath, Michelle | \$2,024.00 | \$4,416.00 | \$0.00 | \$6,440.00 | | \$6,440.00 |
| Kelly, Tim B. | \$0.00 | \$0.00 | \$1,319.40 | \$1,319.40 | \$850.00 | \$2,169.40 |
| Kelly, Tim B. | \$0.00 | \$0.00 | \$1,440.00 | \$1,440.00 | | \$1,440.00 |
| Knox, Kelly W. | \$0.00 | \$0.00 | \$6,598.80 | \$6,598.80 | \$1,100.00 | \$7,698.80 |
| Kopanski, Michael D. | \$0.00 | \$0.00 | \$5,279.40 | \$5,279.40 | \$1,705.00 | \$6,984.40 |
| Lanier, Lee | \$0.00 | \$6,072.00 | \$0.00 | \$6,072.00 | | \$6,072.00 |
| Laurie, Jim | \$0.00 | \$3,128.00 | \$0.00 | \$3,128.00 | | \$3,128.00 |
| Leipziger, Dana | \$0.00 | \$1,472.00 | \$0.00 | \$1,472.00 | | \$1,472.00 |
| Lorey, Adam N. | \$0.00 | \$0.00 | \$2,640.60 | \$2,640.60 | \$9,485.00 | \$12,125.60 |
| Lorey, Adam N. | \$0.00 | \$0.00 | \$2,160.00 | \$2,160.00 | | \$2,160.00 |
| Manto, Abbey | \$4,048.00 | \$0.00 | \$0.00 | \$4,048.00 | | \$4,048.00 |
| Manto, Abbey | \$1,012.00 | \$0.00 | \$0.00 | \$1,012.00 | | \$1,012.00 |
| Mayo, Lisa | \$4,048.00 | \$4,048.00 | \$2,160.00 | \$10,256.00 | | \$10,256.00 |
| McShea, Michael | \$4,554.00 | \$4,554.00 | \$0.00 | \$9,108.00 | \$1,620.00 | \$10,728.00 |

| | | | | | | |
|------------------------|-------------|-------------|-------------|-------------|------------|-------------|
| Miller, Keith | \$0.00 | \$184.00 | \$0.00 | \$184.00 | | \$184.00 |
| Montoya, Roxanne B. | \$0.00 | \$0.00 | \$3,960.00 | \$3,960.00 | | \$3,960.00 |
| Norte, Joe | \$4,416.00 | \$0.00 | \$0.00 | \$4,416.00 | | \$4,416.00 |
| Norte, Joe | \$1,012.00 | \$0.00 | \$0.00 | \$1,012.00 | | \$1,012.00 |
| Okazaki, Lina | \$0.00 | \$0.00 | \$1,401.40 | \$1,401.40 | | \$1,401.40 |
| Pederson, Flemming | \$2,530.00 | \$0.00 | \$0.00 | \$2,530.00 | | \$2,530.00 |
| Ramsey, William J. | \$0.00 | \$4,048.00 | \$7,093.80 | \$11,141.80 | \$1,268.00 | \$12,409.80 |
| Rayner, Deborah J. | \$6,435.00 | \$7,544.00 | \$2,640.60 | \$16,619.60 | \$3,421.50 | \$20,041.10 |
| Rosales, Leah D. | \$0.00 | \$4,048.00 | \$3,527.04 | \$7,575.04 | | \$7,575.04 |
| Rosales, Leah D. | \$0.00 | \$0.00 | \$720.00 | \$720.00 | | \$720.00 |
| Rosenstein, Craig | \$0.00 | \$3,864.00 | \$0.00 | \$3,864.00 | | \$3,864.00 |
| Savet, maria L. | \$0.00 | \$2,024.00 | \$3,960.00 | \$5,984.00 | | \$5,984.00 |
| Shortsleeve, Edward | \$0.00 | \$1,150.00 | \$0.00 | \$1,150.00 | | \$1,150.00 |
| Shortsleeve, Edward | \$0.00 | \$460.00 | \$0.00 | \$460.00 | | \$460.00 |
| Silverman, Bette | \$2,024.00 | \$4,048.00 | \$0.00 | \$6,072.00 | | \$6,072.00 |
| Sorel, Christophe R. | \$0.00 | \$9,660.00 | \$6,186.76 | \$15,846.76 | | \$15,846.76 |
| Sullivan, Peter D. | \$16,192.00 | \$12,144.00 | \$2,640.60 | \$30,976.60 | | \$30,976.60 |
| Sullivan, Peter D. | \$1,012.00 | \$0.00 | \$2,160.00 | \$3,172.00 | | \$3,172.00 |
| Suppe, David J. | \$10,175.00 | \$8,740.00 | \$6,597.60 | \$25,512.60 | \$2,472.20 | \$27,984.80 |
| Sweetsier, Angela | \$0.00 | \$0.00 | \$4,950.00 | \$4,950.00 | \$385.00 | \$5,335.00 |
| Tatis, Suzanne | \$0.00 | \$2,300.00 | \$0.00 | \$2,300.00 | | \$2,300.00 |
| Thomas, Carolyn A. | \$10,120.00 | \$6,072.00 | \$2,640.60 | \$18,832.60 | \$1,267.50 | \$20,100.10 |
| Thomas, Carolyn A. | \$0.00 | \$0.00 | \$2,160.00 | \$2,160.00 | | \$2,160.00 |
| Tilton, Steven S. | \$0.00 | \$9,108.00 | \$3,960.00 | \$13,068.00 | | \$13,068.00 |
| Tilton, Steven S. | \$0.00 | \$1,012.00 | \$720.00 | \$1,732.00 | | \$1,732.00 |
| Torres, Conner | \$0.00 | \$8,400.00 | \$0.00 | \$8,400.00 | | \$8,400.00 |
| Turbay, William | \$552.00 | \$9,384.00 | \$5,729.92 | \$15,665.92 | | \$15,665.92 |
| Turbay, William | \$0.00 | \$920.00 | \$1,440.00 | \$2,360.00 | | \$2,360.00 |
| Velasquez, Mel | \$8,096.00 | \$3,542.00 | \$0.00 | \$11,638.00 | | \$11,638.00 |
| Veitmeier, Michelle | \$1,012.00 | \$552.00 | \$3,628.80 | \$5,192.80 | | \$5,192.80 |
| Weingartner, Peter | \$1,518.00 | \$3,036.00 | \$0.00 | \$4,554.00 | | \$4,554.00 |
| Wenzel, Bruce E. | \$9,867.00 | \$9,867.00 | \$6,160.00 | \$25,894.00 | \$3,600.00 | \$29,494.00 |
| Yoon, Young | \$3,864.00 | \$0.00 | \$0.00 | \$3,864.00 | | \$3,864.00 |
| Acosta, Aileen | \$4,968.00 | \$0.00 | \$0.00 | \$4,968.00 | | \$4,968.00 |
| Mendoza, Gina | \$644.00 | \$0.00 | \$0.00 | \$644.00 | | \$644.00 |
| Batula, Dawn | \$13,000.00 | \$12,000.00 | \$10,000.00 | \$35,000.00 | | \$35,000.00 |
| Harmon, Li | \$0.00 | \$2,651.32 | \$13,256.60 | \$15,907.92 | | \$15,907.92 |
| Hosen, Roger | \$0.00 | \$0.00 | \$7,000.00 | \$7,000.00 | | \$7,000.00 |
| Hull, Michael S. | \$0.00 | \$0.00 | \$6,692.28 | \$6,692.28 | | \$6,692.28 |
| Jarvis, Susan | \$13,221.00 | \$12,204.00 | \$10,170.00 | \$35,595.00 | | \$35,595.00 |
| Kelly, Tim B | \$22,750.00 | \$21,000.00 | \$17,500.00 | \$61,250.00 | | \$61,250.00 |
| Montero,-Flores, Joana | \$0.00 | \$0.00 | \$575.43 | \$575.43 | | \$575.43 |
| Derval, Jean-Noel | \$15,750.02 | \$14,538.48 | \$8,248.50 | \$38,537.00 | \$8,962.00 | \$47,499.00 |
| Neidlinger, Brian R. | \$17,500.02 | \$16,984.12 | \$12,719.30 | \$47,203.44 | | \$47,203.44 |
| Nowlan, Laura | \$14,500.01 | \$1,561.55 | \$0.00 | \$16,061.56 | | \$16,061.56 |
| Schiller, Rob | \$0.00 | \$9,100.00 | \$13,000.00 | \$22,100.00 | | \$22,100.00 |
| Swiderski, Kristin L. | \$16,250.00 | \$15,000.00 | \$12,951.20 | \$44,201.20 | | \$44,201.20 |
| Taylor, Daniel M. | \$22,750.00 | \$21,000.00 | \$17,500.00 | \$61,250.00 | | \$61,250.00 |
| Turbay, William A. | \$22,750.00 | \$21,000.00 | \$17,500.00 | \$61,250.00 | | \$61,250.00 |
| Vietmeier, Michelle D. | \$22,750.00 | \$21,000.00 | \$17,500.00 | \$61,250.00 | | \$61,250.00 |
| Clinton, Kamille | \$7,419.38 | \$6,532.50 | \$0.00 | \$13,951.88 | | \$13,951.88 |
| Hutchinson, Jaylene K. | \$7,800.00 | \$6,060.00 | \$573.75 | \$14,433.75 | | \$14,433.75 |

\$432,884.43 \$483,707.97 \$371,029.42 **\$1,287,621.82** \$44,627.34 **\$1,332,249.16**

PLAN FOR THE PAYMENT OF MEDICAL CLAIMS ON BEHALF OF PLAN PARTICIPANTS OF DREAM CENTER EDUCATION HOLDINGS LLC SIGNATURE BENEFITS PLAN

I. Definitions

- “Benefits Plan” means the Dream Center Education Holdings, LLC Signature Benefits Plan, an ERISA-covered employee benefits plan.
- “Aetna Period” means the period from approximately October 17, 2017, through December 31, 2018, pursuant to which the Aetna Life Insurance Company agreed to provide administrative services to the Benefits Plan.
- “BAS Period” means the period from January 1, 2019, through April 30, 2019, pursuant to which Benefit Administrative Systems, LLC (“BAS”) agreed to provide administrative services to Benefits Plan.
- “Beneficiaries” means the participants, as well as their dependents, beneficiaries, or COBRA continuees, covered by the Benefits Plan during the Aetna Period and/or the BAS Period.
- “Cost Sharing” means amounts during the Aetna Period and/or the BAS Period that are the responsibility of the Beneficiary, which are generally co-pays, co-insurance, and deductibles.
- “DCEH Medical Claims” means the unpaid medical claims incurred by Beneficiaries during the Aetna Period and/or the BAS Period.
- “Explanation of Benefits” or “EOB” means a statement to a Beneficiary providing details about a Provider Payment made on a Provider Claim, and explaining what portion of services were paid by the Benefits Plan and the portion the Beneficiary is responsible for paying.
- “Medical Services Plan” means the Receiver’s Plan for the payment of the unpaid DCEH Medical Claims.
- “Medical Plan Motion” means the Receiver’s Motion for on Order Approving of the Receiver’s Plan for the Payment of Unpaid DCEH Medical Claims
- “Provider” means those physicians, hospitals, clinics, and other entities and persons who provided health care services to the Beneficiaries.
- “Provider Claim” means any unpaid health care services claim owed under the Benefits Plan.
- “Provider Payment” means the payment that the Receiver proposes to pay under the terms of this Medical Services Plan.
- “Receivership Entities” means (i) South University of Ohio LLC; (ii) Dream Center Education Holdings, LLC; (iii) The DC Art Institute of Raleigh-Durham LLC; (iv) the DC Art Institute of Charlotte LLC; (v) DC Art Institute of Charleston, LLC; (vi) DC Art Institute of Washington LLC; (vii) The Art Institute of Tennessee - Nashville LLC; (viii) AiTN Restaurant LLC; (ix) The Art Institute of Colorado LLC; (x) DC Art Institute of Phoenix LLC; (xi) The Art Institute of Portland LLC; (xii) The Art Institute of Seattle LLC; (xiii) The Art Institute of Pittsburgh, DC LLC; (xiv) The Art Institute of Philadelphia, DC, LLC; (xv) DC Art Institute of Fort Lauderdale LLC; (xvi) The Illinois Institute of Art LLC; (xvii) The Art Institute of Michigan LLC; (xviii) The Illinois Institute of Art at Schaumburg LLC; (xix) DC Art Institute

of Phoenix, LLC, and its direct subsidiaries; (xx) the Art Institute of Las Vegas LLC; (xxi) the Art Institute of Indianapolis, LLC; (xxii) AiIN Restaurant LLC; (xxiii) Dream Center Argosy; (xxiv) University of California LLC, and its direct subsidiaries; (xxv) Argosy Education Group LLC; (xxvi) Dream Center Education Management LLC; and (xxvii) South University of Michigan LLC. *See* Order Appointing Receiver (“**Initial Receiver Order**”) [ECF No. 8] at 3-4; *see also* Order Clarifying Order Appointing Receiver (“**Clarifying Receiver Order**”) [ECF No. 14] at 1 (removing AU Student Funding, LLC as a “Receivership Entity”).

II. Fund to Retire Unpaid Medical Claims under the Benefits Plan.

Promptly after a final, non-appealable, Order approving the within Medical Services Plan, and upon the Receiver’s (or his assignee’s) receipt of funds from the National Union Fire Insurance Company of Pittsburgh’s Fiduciary Liability Edge Employee Benefit Plan Fiduciary Liability policy, the Receiver (or his assignee) shall set aside funds sufficient to pay the Provider Claims and unreimbursed payments by Beneficiaries for DCEH Medical Claims.

III. Amount of Provider Payments.

Upon approval of the Court, the Receiver (or his assignee) shall offer to pay to the Providers up to the amount Medicare would pay on the same claim if the claim were submitted to Medicare for payment under the terms and conditions outlined in the Proposed Order attached hereto as Exhibit A.

IV. Payment in Full to the Provider and Releases

If the Provider agrees to accept the Provider Payment and/or deposits and/or cashes the Provider Payment, the Provider Claim shall be deemed to be paid in full. Upon receipt and deposit of the Provider Payment, the Provider is deemed to have accepted the terms and conditions of payment under this Medical Services Plan, including a full and complete release of claims against any Beneficiary for any further amounts due (except for any Cost Sharing amounts due from the Beneficiary). Provider shall not bill any Beneficiary for any balance Provider asserts is remaining to be paid, except that Provider may bill the Beneficiary for normal Cost Sharing under the Benefits Plan.

V. Overpayments.

Upon receipt and deposit of the Provider Payment, Provider promptly shall remit and return to the Beneficiaries any amounts paid by them in excess of the Cost Sharing.

VI. Retention of Administrators.

When possible and available, the Receiver (or his assignee) shall retain the services of claims administrators to process the claims, re-price them, determine eligibility, coverage and Cost Sharing amounts. Where possible, upon the tender of the Provider Payment, the Receiver (or his assignee) shall provide the Beneficiaries an Explanation of Benefits.

VII. Claim Tracking.

The Receiver (or his assignee) shall track the Provider Payments on an Excel spreadsheet and, when the information is available, shall include in the Excel

spreadsheet the Health Claim Attributes. The Receiver shall retain evidence of all Provider Payments and Beneficiary reimbursements made, such as cancelled checks and copies of all EOBs issued. Upon request, the Receiver (or his assignee) shall provide this information to the United States Department of Labor. All Provider Payments and Beneficiary Reimbursements information should track and tie out to cancelled checks and EOBs, as well as the Excel spreadsheet.

VIII. Court Orders.

The Receiver's Medical Plan Motion shall request the Court's approval of this Medical Services Plan and the Proposed Order attached hereto as Exhibit A (the "Proposed Order"). The failure by the Receiver to obtain the Court's approval of the Medical Services Plan and the entry of the Proposed Orders may result in further actions by the United States against the DCEH directors and officers.

IX. Timing.

All time limitations in this Medical Services Plan are subject to extension with approval of the Court.

X. Notice to Beneficiaries with DCEH Medical Claims incurred during the BAS Period ("BAS Period Beneficiaries").

The Receiver (or his assignee) will use his best efforts to retain BAS to administer the BAS Period Beneficiaries' Provider Claims. As part of its administration of claims, BAS plans to provide the BAS Period Beneficiaries with an Explanation of Benefits. When the Explanation of Benefits is mailed to the Beneficiary, the Receiver shall provide additional notice to each BAS Period Beneficiary informing them of the following:

- A. The Provider Claim has been paid and that the Provider is prohibited from billing the Beneficiary for any balance the Provider asserts is remaining to be paid, except that Provider may bill the Beneficiary for normal Cost Sharing under the Benefits Plan;
- B. Information regarding the payment of the Provider Claims can be located on the Receiver's webpage;
- C. Notice that any Beneficiary who has paid more money on a Provider Claim than Cost Sharing is entitled to be reimbursed;
- D. Further notice that any Beneficiary who is entitled to be reimbursed may file for such reimbursement by visiting the Receiver's webpage and filling out and submitting the relevant forms and providing proof of the payment(s) they made for which they seek reimbursement;
- E. If the Receiver (or his assignee) mails a notice to a Beneficiary at the last known address in the Receiver's records and it is returned to the sender as undeliverable, the Receiver's (or his assignee's) obligation to provide further notice is ended for that Beneficiary.

XI. Notice to Beneficiaries with DCEH Medical Claims incurred during the Aetna Period ("Aetna Period Beneficiaries").

Aetna Period Beneficiaries will not receive an Explanation of Benefits because the information necessary to complete an Explanation of Benefits is not available to the Receiver. After the Receiver (or his assignee) has paid the Provider Claims, they will provide notice to each Aetna Period Beneficiary at the last-known address in the

Receiver's records - informing them of the following.

- A. The Provider Claim has been paid and that the Provider is prohibited from billing the Beneficiary for any balance the Provider asserts is remaining to be paid, except that Provider may bill the Beneficiary for normal Cost Sharing under the Benefits Plan;
- B. The name and address of the Provider;
- C. The date of the Provider Claim;
- D. The amount paid on the Provider Claim;
- E. Information regarding the payment of the Provider Claims can be located on the Receiver's webpage;
- F. Notice that any Beneficiary who has paid more money on a Provider Claim than Cost Sharing is entitled to be reimbursed;
- G. Further notice that any Beneficiary who is entitled to be reimbursed may file for such reimbursement by visiting the Receiver's webpage and filling out and submitting the relevant forms and providing proof of the payment(s) they made for which they seek reimbursement;
- H. If the Receiver (or his assignee) mails a notice to a Beneficiary at the last known address in the Receiver's records and it is returned to the sender as undeliverable, the Receiver's (and his assignee's) obligation to provide further notice is ended for that Beneficiary.

Exhibit B

DCEH LIQUIDATION LITIGATION TRUST AGREEMENT
ASSIGNMENT OF CLAIMS AND ASSETS

WHEREAS, the entities listed on Exhibit 1 (the “Debtors”) are in receivership within the matter captioned *Digital Media Solutions, LLC v. South University of Ohio, LLC, et al.*, case number 1:19-cv-145, United States District Court, Northern District of Ohio case number 1:19-cv-145 (the “Receivership”):

In accord with the lawful order of the Court overseeing the Receivership, the undersigned, MARK E. DOTTORE, as Receiver for the Debtors, hereby assigns all of his as Receiver and the Debtors’ rights, titles, and interests in and to the following claims and various causes of action (the “Insurance Claims”), including the rights, titles, interests, and obligations of the settlement of the Insurance Claims, to MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024. The Claims being assigned include, but are not limited to:

Claims against the Debtors’ former officers and directors including, but not limited to: Brent Richardson, Chris Richardson, Pastor Matthew Barnett, John Crowley, Chad Garrett, Monica Carson, Melissa Ebenshade, Shelly Gardner, Mike Lacrosse, Shelly Murphy, Rob Paul, Debbi Lannon-Smith, Stacey Sweeney, Randall Barton, Timothy Slottow, Rufus Glasper, and Jack DeBartolo. Said Claims include, but are not limited to:

- a. Those relating to the establishment, maintenance, and funding of health care coverage plans for Debtors, including those related to the failure to pay plan participants’ legitimate health care bills that should have been paid by the plans;
- b. Those relating to alleged misrepresentations made to secured lenders, including Banc of America Credit Products, Inc., Bank of America NA, Barclays Bank PLC, Candlewood Special Situations Master Fund II, LP Credit Suisse AG Cayman Islands Branch, Flagler Master Fund SPC Ltd acting for and on behalf of the Class A segregated portfolio and the Class B segregated portfolio, and JP Morgan Chase Bank (together, the “Secured Lenders”) to obtain financing therefrom;
- c. Those relating to their decision to not pay students or students’ parents the credit balances (“stipends”) due;
- d. Those relating to alleged misrepresentation to current and prospective students concerning schools’ accreditation status;
- e. Those relating to the alleged failure to notify current and prospective students of the Debtors’ precarious financial position in December 2018 and January 2019, and the accordant likely failure of the schools to complete the newly-started terms;
- f. Those relating to their decision to pay friends and family undue bonuses shortly before the Debtors entered Receivership;

- g. Those relating to their decision to pay the Dream Center Foundation more than \$1.5 million;
- h. Those relating to their management of health care plans covering Debtors' employees; and,
- i. All claims arising out of their alleged negligence and breach of fiduciary duty arising out of their management of, or performance of duties to, the Debtors.

In accord with the lawful order of the Court overseeing the Receivership, the undersigned, MARK E. DOTTORE, as Receiver for the Debtors, hereby assigns all of his as Receiver and the Debtors' rights, titles, and interests in and to the following claims and various causes of action (the "Potential Claims"), to MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024. The Claims being assigned include, but are not limited to:

- a. All claims against Aetna, or Aetna-related entities, regarding monies due the Debtors; and,
- b. All claims against the former officers and directors of Education Management Corporation, including Brian J. Curtin, John Danielson, Chad M. Garrett, Frank Jalufka, Jerome Kramer, J. Devitt Kramer, Mark A. McEachen, Teresa L. Nelson, and Mark E. Novad.

In accord with the lawful order of the Court overseeing the Receivership, the undersigned, MARK E. DOTTORE, as Receiver for the Debtors, hereby assigns all of his as Receiver and the Debtors' rights, titles, and interests in and to all remaining Receivership assets, to MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024. The assets being assigned include, but are not limited to:

- a. All unrestricted funds held in any and all bank accounts;
- b. The sum of \$177,593 (or such other sum as may exist on the date of transfer) currently being held for application to employee medical claims;
- c. The sum of \$1,193,835 (or such other sum as may exist on the day of transfer) currently being held in restricted Perkins funds; and,
- d. All business records, whether in paper or electronic format, of the Debtors.

This Assignment is effective as of _____, 2024.

ON BEHALF OF ALL OF THE DEBTORS

By: Mark E. Dottore

Its: Receiver

RECEIPT OF CLAIMS AND ASSETS

The undersigned, MARK E. DOTTORE, TRUSTEE OF THE DCEH LIQUIDATION LITIGATION TRUST DATED _____, 2024, hereby acknowledges receipt, as of this _____ day of _____, 2024, of the Claims and Assets.

MARK E. DOTTORE, TRUSTEE OF THE
DCEH LIQUIDATION TRUST DATED
_____, 2024

By: Mark E. Dottore
Its: Trustee

Exhibit 1
DEBTORS

1. South University of Ohio LLC
2. Dream Center Education Holdings LLC
3. The DC Art Institute of Raleigh-Durham LLC
4. The DC Art Institute of Charlotte LLC
5. DC Art Institute of Charleston LLC
6. DC Art Institute of Washington LLC
7. The Art Institute of Tennessee – Nashville LLC
8. AiTN Restaurant LLC
9. The Art Institute of Colorado LLC
10. DC Art Institute of Phoenix LLC
11. The Art Institute of Portland LLC
12. The Art Institute of Seattle LLC
13. The Art Institute of Pittsburgh, DC LLC
14. The Art Institute of Philadelphia, DC, LLC
15. DC Art Institute of Fort Lauderdale LLC
16. The Illinois Institute of Art LLC
17. The Art Institute of Michigan LLC
18. The Illinois Institute of Art at Schaumberg LLC
19. DC Art Institute of Phoenix, LLC and its direct subsidiaries
20. The Art Institute of Las Vegas LLC
21. The Art Institute of Indianapolis, LLC
22. AiIN Restaurant LLC
23. Dream Center Argosy University of California LLC and its direct subsidiaries
24. Argosy Education Group LLC
25. AU Student Funding, LLC
26. Dream Center Education Management LLC
27. South University of Michigan LLC

Exhibit C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

| | | |
|-------------------------------|---|-------------------------|
| DIGITAL MEDIA SOLUTIONS, LLC, |) | CASE NO. 1:19-cv-145 |
| |) | |
| Plaintiff, |) | JUDGE DAN AARON POLSTER |
| |) | |
| v. |) | |
| |) | |
| SOUTH UNIVERSITY OF OHIO, |) | |
| LLC, <i>et. al.</i> , |) | |
| |) | |
| Defendants. |) | |

[PROPOSED] ORDER TERMINATING RECEIVERSHIP AND APPROVING
LIQUIDATION LITIGATION TRUST

Upon the Motion of Mark E. Dottore, Receiver herein for an Order Terminating Receivership and Approving Liquidation Litigation Trust (the “**Motion**”), the Court now finds as follows:

1. On January 18, 2019, plaintiff, Digital Media Solutions, LLC, filed a Complaint [Dkt. No. 1] against South University of Ohio, LLC (“**South Ohio**”), DCEH Education Holdings, LLC (“**DCEH**”) and Argosy Education Group (“**Argosy**”) among others, commencing this case styled as *Digital Media Solutions, LLC, v. South University of Ohio, LLC, et. al.*, United States District Court, Case No. 1:19-cv-145; and

2. On the same date, South, DCEH and Argosy (the “**Defendants**”) filed an answer admitting the allegations made in the Complaint; and

3. On the same date, the Plaintiff filed a Motion for the Appointment of a Receiver, Motion for Temporary Restraining Order and Motion for Preliminary Injunction (the “**Receiver Motion**”) [Dkt. No. 3] and Defendants responded to the Receiver Motion, stating that the imposition of a receivership would serve to protect all stakeholders; and

4. On the same date, this Court entered its Order Appointing Receiver (the “**Initial Receiver Order**”) [Dkt. No. 8]. On January 24, 2019, this Court entered the Order Granting Receiver’s Motion for Clarifying Order Appointing Receiver (the “**Clarifying Order**”) [Dkt. No. 14] and on March 13, 2019, the Court entered its Amended Order Appointing Receiver [Dkt. No. 150] (the “**Amended Receiver Order**” and together with the Initial Receiver Order and the Clarifying Order the “**Receiver Order**”); and

5. The Court appointed Mark E. Dottore as Receiver over the following entities: South Ohio, DCEH, and (ii) DCEH’s assets, including but not limited to, its direct subsidiaries, The DC Art Institute of Raleigh-Durham LLC, The DC Art Institute of Charlotte LLC, DC Art Institute of Charleston LLC, DC Art Institute of Washington LLC, The Art Institute of Tennessee – Nashville LLC, AiTN Restaurant LLC, The Art Institute of Colorado LLC, DC Art Institute of Phoenix LLC, The Art Institute of Portland LLC, The Art Institute of Seattle LLC, The Art Institute of Pittsburgh, DC LLC, The Art Institute of Philadelphia, DC, LLC, DC Art Institute of Fort Lauderdale LLC, The Illinois Institute of Art LLC, The Art Institute of Michigan LLC, The Illinois Institute of Art at Schaumburg LLC, DC Art

Institute of Phoenix, LLC, Dream Center Argosy University of California LLC; Dream Center Education Management LLC; and, South University of Michigan LLC; (iii) the direct subsidiaries of Art Institute of Phoenix LLC (listed above), Art Institute of Las Vegas LLC, The Art Institute of Indianapolis, LLC, and AilN Restaurant LLC; and (iv) the direct subsidiary of Dream Center Argosy University of California LLC (listed above), Argosy Education Group LLC (collectively the “**Receivership Entities**”); and

6. The Court has, for some time, believed that the Receivership has served its essential purpose and need not continue. Accordingly, on April 26, 2019, the Court put on an Order re Termination of Receivership as of May 31, 2019 (the “**May 29, 2019, Order**”). The Receiver thereafter highlighted the need to continue the Receivership in order to maximize the value of what few assets remained. The Receivership has therefore continued; and

7. On July 24, 2024, the Court, working with certain former DCEH officers and directors, the Dream Center Foundation, and the insurance carriers who issued policies covering DCEH and its former officers and directors, fashioned a settlement of the Receiver’s claims against the former officers and directors and the Dream Center Foundation (the “**Settlement**”). The Draft Settlement is being tendered to the Court under a separate Motion to Compromise.

8. Given the pendency of the Settlement, there are two potential outcomes: the Settlement is approved and the proceeds of the agreement will need to be distributed, and the remaining claims the Receiver has against various third

parties will need to be liquidated; or, the Settlement will be rejected, in which case the Receiver's claims against the former DCEH officers and directors will need to be liquidated, as will the remaining claims the Receiver has against various third parties. In any event, the medical claims of the former DCEH employees under a separate medical services plan under separate consideration by this Court.

Regardless of whether the Settlement is approved or not, the Court concludes that such work, which will inure to the benefit of a number of stakeholders, including the former Receivership Entity employees who suffered unpaid medical expenses that should have been covered by the enterprise's health care coverage, the Art Institute teachers in Las Vegas who provided services without compensation after the Receivership was established, and the Secured Lender, can be completed in the context of a liquidating trust, rather than a Receivership. Thus, the Court is terminating the Receivership as suggested by the Receiver in his Motion To Approve Liquidation Litigation Trust, Terminate Receivership, and authorize Transfer of Assets to Liquidation Litigation Trust (the "**Motion**") (all capitalized terms used in this Order that are not specifically defined will utilize the definitions set forth in the Motion); and

9. During the course of the Receivership, the Receiver has caused to be prepared and filed accountings of all funds received and expended during the Receivership, with the most recent having been filed on August 1, 2024 (Dkt. 841); and

10. The Receiver, through the life of the Receivership, has filed three applications for compensation and reimbursement of expenses, as have his attorneys, Whitmer & Ehrman LLC (“**W&E**”) and McCarthy Lebit Crystal & Liffman (“**MLCL**”). The first, filed May 16, 2019, covered the period of January 18, 2019 through May 10, 2019 (Dkt. 333 and 334). Therein, the Receiver and counsel asked for reimbursement of a total of \$2,151,681.61 for fees and expenses. The Court issued an Order on December 6, 2019, awarding \$750,000 for the Receiver’s fees and expenses, and a total of \$750,000 for outside counsel’s fees and expenses. (Dkt. 502). That Order noted that the payment would “not fully compensate his receiver and his attorneys for the work they have done this case to date. The court anticipates that additional payments will be approved with notice to creditors and interested parties as contemplated by Local Rule 66.1.”

11. The second application, dated February 28, 2020, requested fees and expenses from May 11, 2019 through December 31, 2019 (Dkt. 538 and 539). Therein, the Receiver and his outside counsel sought reimbursement for the services performed and expenses advanced during that period, as well as payment for the unpaid balance remaining on the original application for fees and expenses. There being minimal new money added to the estate, on September 22, 2020, the Court denied that motion without prejudice to re-filing at a later date. (Dkt. 615).

12. The amended second applications for payment of Receivership expenses were filed contemporaneously with the Receiver’s Motion to Terminate Receivership. (Dkt. 815 and 816). Therein, the Receiver requested that he be

authorized to pay from the Receivership estate \$2,516,277.50 for the Receiver's services provided, \$6,251.22 for reimbursement of expenses paid by the Receiver, and the outstanding balance of \$260,289.24 remaining due following the Court's December 6, 2019, Order authorizing partial payment. (Dkt 502 (Order), Dkt 816 (Motion)). The Receiver's outside counsel applied for compensation regarding services provided and expenses advanced: Whitmer & Ehrman, LLC requested \$1,001,756.50 for services, \$5,332.96 for reimbursement of expenses, and the outstanding balance due of \$192,418.21 following the Court's December 6, 2019 order; McCarthy Lebit Crystal & Liffman Co., LPA requested \$1,599,873.00 for services, \$14,085.67 for reimbursement of expenses, and the outstanding balance due of \$143,251.45 following the Court's December 6, 2019 order; and Diamond McCarthy requested \$11,065.00 for services, and \$485.34 for reimbursement of expenses (Dkt 815). The two motions were granted by this Court.

13. The most recent applications for reimbursement of Receivership Expenses were filed on DATE under Dkt Nos. The Court has considered these applications for fees and expenses and authorizes the Receiver to pay \$_____, As the Court approves the Liquidation Litigation Trust, the Court understands the Receiver will transfer the obligation to pay those sums to the Trust, and the Trust will pay those sums as it is able, per the terms of that Trust.

14. Notice of the issues concerning the termination of the receivership is adequate in the circumstances; and

NOW THEREFORE IT IS ORDERED that the receivership shall be terminated after the Receiver performs and concludes certain duties and responsibilities as are outlined in this Order Terminating Receivership and upon the commission of those duties and responsibilities, by the terms of this Order, the Receiver, his agents, members, officers, independent contractors, attorneys and representatives shall be and will be: (i) discharged; (ii) released from all claims and liabilities arising out of and/or pertaining to the receivership; and (iii) relieved of all duties and responsibilities pertaining to the receivership; and it is further

ORDERED that the Receiver shall file a Final Report showing the cash amounts now on hand and the proposed assignment of those funds to the Trust ; and it is further

ORDERED that the Receiver shall pay the Fee Applications consistent with the Orders of this Court, and make other payments which are approved by this Court consistent with the Receiver's Final Report; and it is further

ORDERED in the event that any counsel fees are incurred by the Receiver thereafter, the Court shall retain jurisdiction to review any supplements to any applications for fees incurred solely related to the termination of the Receivership and the entry of this Order, which supplement shall be filed, if at all, no later than thirty days from the acceptance of the final report; and it is further

ORDERED that the Receiver shall transition any remaining student records to state educational regulatory authorities at the earliest possible time in order to insure the preservation and safety of the student records; and it is further

ORDERED that if the Receiver remains in possession of student records at his warehouse, that the student records be destroyed once the Receiver has a reasonable belief that all litigation in which he is involved and for which the student records could be relevant, has finally concluded; and it is further

ORDERED that the Receiver may destroy any other Receivership Entity business records (be they in hard copy or electronic format) once the Receiver has a reasonable belief that all litigation in which he is involved and for which the business records could be relevant, has finally concluded, and it is further

ORDERED that any funds in the hands of the Receiver shall be transferred to the DCEH Liquidating Trust for distribution under the terms of that Trust; and it is further

ORDERED that the Receiver shall file a notice (the “**Notice**”) that he has performed all of his duties faithfully after the occurrence of all of the following events: (i) the entry of the final report on the docket; (ii) the Court’s acceptance of the final report; (iii) the payment of professional fees and all other approved and allowed expenses of the Receivership; and (iv) the payment of any excess funds to the Receivership Entity to which they belong; and it is further

ORDERED that neither the Receiver nor any agent, employee, member, officer, independent contractor, attorney, or representative of the Receiver shall have any liability to any person or entity for any action taken in good faith in connection with carrying out the Receiver’s administration of the receivership

estate, and the exercise of any powers, duties and responsibilities in connection therewith; and it is further

ORDERED that all creditors, claimants, parties in interest, and their respective attorneys, servants, agents, and employees, and all other persons, firms, and corporations be, and they hereby are, jointly and severally, enjoined and stayed from commencing any action at law or suit or proceeding in equity in any court or to prosecute any claim, or to execute or issue or cause the execution or issuance out of any court of any writ, process, summons, attachment or subpoena, against Mark E. Dottore, the individual, or any entity in which he holds an interest, or any family member, or any agent, employee, member, officer, independent contractor, attorney or representative of the Receiver, arising in or out of or relating to this receivership, without first obtaining permission of this appointing Court; and it is further

ORDERED that the DCEH Liquidation and Litigation Trust, attached to the Motion as Exhibit A is hereby approved, with Mark E. Dottore to serve as the initial Trustee thereof. Once the payments to be made from the remaining Receivership cash holdings are distributed as described above, Dottore shall execute the assignment attached to the Motion as Exhibit B, thereby transferring the remaining Receivership's assets to the Liquidation Litigation Trust; and it is further

ORDERED that, upon the Receiver's windup of the DCEH Liquidation and Litigation Trust and the resolution therein of all Global Claims (as that term is defined by the Settlement), Dream Center Education Holdings and Dream Center Education Management are judicially terminated and dissolved by this Order; and,

to the extent there are any members remaining in such entities, any and all remaining members shall be deemed disassociated; and it is further

ORDERED that the Receiver's transfer of Receivership assets to the Trust will include the server(s) containing data obtained from DCEH's data center in Pittsburgh, as well as the existing electronic data he holds from DCEH's systems; and it is further

ORDERED that the \$177,618, or other present sum, of funds the Receiver is holding to be applied to outstanding employee medical claims will be transferred to the Trust along with the other Receivership assets the Receiver is currently holding, and that the \$177,593 will be utilized by the Trust per its terms to pay Medical Claims; and it is further

ORDERED that the \$1,193,919, or other present sum, the Receiver is currently holding in restricted Perkins funds be transferred to the Trust for the Trustee to complete negotiations with the U.S. Government regarding the appropriate distribution of those funds; and it is further

ORDERED that the parties in this case and their respective, attorneys, servants, agents, and employees, and all other persons, firms, creditors, claimants, parties in interest, and corporations be, and hereby are, jointly and severally permanently enjoined from bringing suit against the Receivership Entities, and further than any claims said persons or entities have are transferred to the corpus of the DCEH Liquidation Litigation Trust and those claims will be resolved per the terms of that Trust; and it is further

ORDERED that after the entry of this Order and upon the filing of the Notice, and without further order of this Court, the Receivership shall be terminated, and the oath of the Receiver shall be cancelled, and the bond of the Receiver shall be refunded to him upon his demand or otherwise cancelled and discharged; and it is further

ORDERED that all Orders issued through the course of the Receivership shall remain in full force and effect following the termination of the Receivership; and it is further

ORDERED that this Court shall retain jurisdiction over any and all matters relating to the Receiver, the receivership and the receivership estate, including any matters relating to the distribution of funds received by the Receiver in connection with his obligations as Receiver or otherwise received after the receivership is closed. Said continuing jurisdiction extends to the Trust and Trustee thereof as well. To the extent that any dispute arises concerning the Receiver's or Trustee's administration of the receivership estate or to the extent that any person or entity seeks to pursue or assert any claim or action against Mark E. Dottore as an individual or as Receiver/Trustee or any agent, employee, member, officer, independent contractor, attorney or representative of the Receiver/Trustee, arising out of or relating to this Receivership, the Court shall retain jurisdiction to hear and resolve any such dispute or claim.

IT IS SO ORDERED.

**DAN AARON POLSTER
UNITED STATES DISTRICT JUDGE**

Respectfully submitted,

**MCCARTHY, LEBIT, CRYSTAL
& LIFFMAN CO., L.P.A.**

/s/ Hugh D. Berkson

Robert T. Glickman (0059579)

Hugh D. Berkson (0063997)

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