

Statement of the case to Mr. James Cole Jr. (General Counsel USDE), et al.:

On or about the fall 2001, I became aware of Matt Tuck (son of Gary Tuck) being cheated through school under false claims of “disability” (Section 504 of the Rehabilitation Act of 1973). Western Seminary did not have a Section 504 program, coordinator, or any required policies or procedures. Through FOIA responses in 2010, I was able to piece together Western's lies to OCR-SF in 2005. Arne Duncan and OCR-SF received my “OCR Review” exposing Western's lies the first week of January 2011.<sup>1</sup> Lynn Ruark and other administrators at Western willfully made known misrepresentations to OCR by false statements and backdated documents (CA Penal Code 134) in order to mislead federal authorities during a federal investigation in order to appear that Western was compliant with Section 504.

Western retaliated against me with trumped up claims of being “immoral” after I questioned the special treatment for Matt Tuck. I filed a lawsuit against Western, G. Tuck, Steve Korch, and Ruark. During discovery, evidence surfaced about Korch molesting a child, which destroyed his credibility during the underlying lawsuit. On August 1, 2005, President Bert Downs publicly admitted Korch's “sexual misconduct,” and in March 2006, an off the books, *secret agreement* was made between Western and Korch<sup>2</sup> with \$25,000 proceeds from my case. I discovered Korch's secret payoff two years post settlement after I demanded the mediator's case file wherein *a single document* implicated the school, defendants, and their insurance companies in money laundering with funds from Western's tuition, Title IV student aid, and charitable donations.

The entire Settlement Agreement for my underlying lawsuit against Western, et al., is criteria for two master degrees that extort my education and First Amendment rights of myself and my mother (Carol Nye-Wilson) as the *only* means by which I could retain my previously earned and paid for education or receive any new education from Western or third party schools to finish my two degrees. That unlawful Agreement has no legal supporting evidence for Western's authority to have made it. (See attached letters) Western, et al., made two Agreements – one known and *one hidden*, to conceal its corruption from federal and state authorities, accreditors, court, donors to the school, students, public, Christian Church, my mother and me.

**By law**, compliance with Section 504, and **many other laws**, is required to participate in Federal Student Financial Aid Programs as mandated by the Program Participation Agreement (“PPA”) requiring signatures by Western's President and the Department of Education. According to the Department, it “*does not have any records documenting any type of waiver or exception to the provisions of the PPA.*”<sup>3</sup> Western colluded with its accreditor, ATS, inventing unwritten, unpublished “policies” no one has ever seen, no one can describe, and to which there are no records they ever existed, allowing Western to make “exceptions” to justify the unlawful Agreement and degree criteria for me. *The Department in Dec 2006 considered this scam non-compliant against the American Bar Association.* **We have learned, attorneys are reluctant to take the FCA case in fear of retaliation directly or indirectly against themselves/current/future cases** by Justice.

Western pays ATS and NWCCU for its “accreditation” that is required to participate in Federal Student Financial Aid Programs. Western and its accreditors colluded together against the federal government and our two civil cases. Western's collusion enabled it to remain “accredited” and to continue receiving federal money. In NWCCU's 2003 probation letter, Western was judged as financially unfit. *Participation in Federal Student Financial Aid Programs and collusion with ATS and NWCCU kept Western open.* Some 40% of Western's income is from Federal Student Financial Aid Programs. Western tried to conceal all of this, especially from its co-conspirator insurance carriers who paid over \$1-million defending Western.<sup>4</sup>

Due to injustice dealt by Margaret Spellings, Diane Jones, Cheryl Oldham, Nancy C. Regan, Chuck Mula, Kent Talbert and others in 2007-2008, Western remains accredited and receives Title IV funds. Western claims it was “*vindicated*” of any wrongdoing. My family and I, and others, are greatly damaged due to lack of justice against Western, et al. Since the government was involved, government employees withheld information from my mother and me. I have been psychologically tortured and emotionally water boarded for standing up to protect my life, liberty and family – and **Assistant U.S. Attorney James A. Scharf perpetrated the abuse acting for the government.**

The Obama Administration supports Western, ATS, and NWCCU because *such supports its agenda* and has covered for the federal failures in this case using the defenses: *sovereignty* and 28 U.S. Code § 2680(h). This case involves the obstruction of justice, abuse of power, racketeering, conspiracy, wire fraud, money-laundering conspiracy, making willfully false statements and documents to federal authorities (18 USC § 1001), money laundering, and student aid fraud. The attached letters serve as a paper trail documenting the corruption, damage and me seeking justice for ~1/3 my life.

Pushing people around, and disregarding the implications such choices take, government has created a dangerous situation for everyone involved. The real horrific realization – the Administration doesn't care how many people are damaged or even die, if things come to that point, because the *Obama Administration will politicalize the outcome to its agenda* and **Scharf will be used to mislead the public and courts.**

<sup>1</sup> <https://www.scribd.com/doc/205858094/Western-Seminary-s-Section-504-coverup>

<sup>2</sup> [www.stevekorh.org](http://www.stevekorh.org)

<sup>3</sup> <http://www.scribd.com/doc/293070200/Western-Seminary-operating-in-violation-of-law> The Higher Education Act (“HEA”) mandates that an educational institution is ineligible to submit any requests for Title IV student loan and grant funds without first executing an agreement with the Secretary of Education, the PPA and as a requirement of that agreement, maintain the contractual requirements of said agreement. An institution's knowingly false promises to comply with the HEA in the mandatory PPAs are actionable under the False Claims Act where those false statements cause the Government to grant the institution's subsequent requests for Title IV student education funds

<sup>4</sup> Brotherhood Mutual Insurance Company v. Guideone Mutual Insurance Company, U.S. District Court of Northern California, Case No. 11-02148 JCS