

MICHAEL T. PYLE (CABN 172954)
 Assistant United States Attorney
 150 Almaden Boulevard, Suite 900
 San Jose, California 95113
 Telephone: (408) 535-5087
 FAX: (408) 535-5081
 Email: michael.t.pyle@usdoj.gov

Date: October 1, 2018
 Re: Court Ordered Meet and Confer; Unresolved FOIA Categories

Mr. Pyle,

As per Judge Demarchi Ordered (Dkt. No 23), "parties shall confer, in good faith, to narrow or resolve any disputes within respect to the government's document production." Please perform a thorough search and produce records requested or state under penalty of perjury records do not exist.

In "good faith" I provide you and the Defendant the following to guide the production of requested records that are still outstanding.

Outstanding FOIA Categories: 1-20, 22, 26, 46-55, 58-61, 64-76, 80-81, 86, 90-98, 101-125, 131-132, 135-149

Item(s)	Plaintiff's Expectation	Index Into Report	Plaintiff's Addition Meet and Confer Obligation Description
1-9, 114-117	Expect No Records	pp. 55-57	<ul style="list-style-type: none"> • The letters by Nancy C. Regan and/or the Cheryl Oldham have <i>never</i> been rescinded or withdrawn or modified. • There were <i>never</i> any communications from anyone informing us of their rescission, withdrawal, or modification. • My son, our attorney, and I repeatedly requested correction of those letters. • We were ignored per Office of General Counsel/Kent Talbert's "memo" instead.
10-15, 16-17	Expect Records	pp. 53-55, 57	<ul style="list-style-type: none"> • Our FOIA and Tort lawsuits in 2012 named the parties cited, including ATS; the Defendant teamed up with ATS over and against Randy, Joel, Dale and me in 2012. • James A. Scharf is the primary contact for Defendant, and he is handling the overall case. We are well aware that Scharf and others continue to speak to 3rd parties, including Western and that there is communication between Defendant and DOJ concerning this case and those involved. • These records have <i>never</i> previously been requested by me or produced by the Defendant. • Because fraud against the government is part of this case, there is a crime-fraud <i>exception</i> allowing record production by the Defendant. • FBI and Marshals came falsely claiming Randy threatened to kill James A. Scharf. • DeVos and/or her staff claimed Randy wrote a letter threatening to kill DeVos, who then involved the DOJ who sent two U.S. Marshals to my home seeking Randy. Such a letter has <i>never</i> been produced, because it <i>never</i> did exist, and yet the Marshalls claimed it existed.
18-19	Expect Records	pp. 57-58	<ul style="list-style-type: none"> • Defendant holds a student loan by Randy that Navient managed. • Defendant and Navient communicated about that loan. • Defendant has used public money to support and defend the enterprise,

			<p>including that the education/degree Randy took was valid, all the while driving him into the ground to nothingness.</p> <ul style="list-style-type: none"> • Defendant then threatened Randy with the IRS. • Randy has sent cease and desist letters, including to DeVos. • Now Defendant has used Debt Collectors/Account Control Technologies to harass Randy, me, and others about Randy to collect on a student loan that was based upon master degree education criteria requiring us to cover up child molestations and fraud against the government that the Defendant's Regan and Oldham letters claim is valid criteria for education. • Defendant's acts and Regan and Oldham letters obstruct our justice and support collusion between Western Seminary, ATS, NWCCU, and Defendant staff, and impair Randy's ability to take legal action against Western and other enterprise members. • Communications by and between Defendant and Navient exist. • Records are previously <i>not produced</i>.
20, 22, 26	Expect No Records	pp. 58-59	<ul style="list-style-type: none"> • In fact and in truth, both ATS and NWCCU have accreditation policies requiring Title IV compliance and they both prohibit Title IV fraud. • Reviews of ATS' and NWCCU' websites indicate no public policy or accreditation standard allowing schools to commit fraud against the government. • It is completely <i>outrageous</i> that something like this is being fought over by the Defendant, and that the Defendant actually claims such records exist.
46-49, 52-53, 50-51, 54-55, 58-61, 64	Expect No Records	pp. 68-70	<ul style="list-style-type: none"> • Reread the Nancy C. Regan and ATS/NWCCU letters in 2008. • Reread the settlement agreement which the Defendant has, and then section "March 14, 2006 Settlement Agreement is a Vehicle for Fraud" in my previous response to Defendant. • ATS/NWCCU willfully took part in the various schemes with Western Seminary, et al. over and against the Defendant during a federal investigation in 2007-2008, as Western recruited ATS/NWCCU to do so on September 15, 2006. • These requests use the phrase "...is not compliant..." or "... is not reasonable..." • These records have <i>never</i> previously been requested or produced because they don't exist. • It is completely <i>outrageous</i> that something like this is being fought over by the Defendant, and that the Defendant actually claims such records exist.
65-69	Expect No Records	p. 71	<ul style="list-style-type: none"> • These records have <i>never</i> previously been requested or produced because they don't exist. • Western Seminary has received and continues to receive Title IV money according to it's own statements that the Defendant has produced, as well as public statements the Defendant has made regarding Western Seminary's Title IV funding -- (obtained under "Promissory Fraud.") • The 2013 Program Participation Agreement ends at the end of 2018. By the time the Defendant reads through this, Western Seminary is or shortly will be in the process of seeking a fourth Program Participation Agreement with the Defendant for Title IV funds (under the same and continued "Promissory Fraud.") • Regardless of anything the Defendant does now I intend to bring these issues to the attention of Judge DeMarchi.
70-76	Expect No Records	pp. 71-72	<ul style="list-style-type: none"> • These records have <i>never</i> previously been requested or produced. • Federal laws involving schools are tied to Federal funds and one of the conditions to receive federal funds is to obey the law which Western failed to do since before 2003 to present while falsely claiming its

			<p>compliance to obtain Title IV funds.</p> <ul style="list-style-type: none"> • Reread the OCR review by Randy • Reread the Victim Impact Statement by Randy • Reread the Title IX report by Randy. • Reread the 90-page report I previously sent you, regarding “Promissory Fraud”
80-81	Expect No Records	pp. 72-73	<ul style="list-style-type: none"> • Review No. 1-9, 114-117. • These records have <i>never</i> previously been requested or produced.
86	Expect No Records	p. 73	<ul style="list-style-type: none"> • Review No. 1-9, 114-117. • Review No. 135-149 • These records have <i>never</i> previously been requested or produced.
90	Unknown	p. 73	<ul style="list-style-type: none"> • No record has ever been produced and I have <i>never</i> previously requested this record. • Plaintiff has no copy of this record, and that is why Plaintiff requests it.
91	Expect No Records	p. 73	<ul style="list-style-type: none"> • Article Five of the United States Constitution describes the process whereby the Constitution, the nation's frame of government, may be altered or overridden. • It's <i>obscene</i> that the Defendant is fighting over this. • Since Ms. Siegelbaum is an attorney who takes an oath to uphold the U.S. Constitution and state and federal laws, there simply is no reasonable excuse for Ms. Siegelbaum’s answer or the Defendant’s position. • Regardless of anything your client does now I intend to bring this item and others to the attention of Judge DeMarchi.
92-93	Expect No Records	p. 94	<ul style="list-style-type: none"> • The Defendant’s official narrative and position since the 2007-2008 time frame of letters by Regan and Oldham is that both ATS and NWCCU are compliant with 34 CFR 602.15(a)(6) related to Western Seminary. • However, on July 17, 2008, Chuck Mula told us he thought Western Seminary and ATS were <i>incestuous</i>, which violates 34 CFR 602.15(a)(6) prohibiting conflicts of interest and the appearance of conflicts of interest.
94-98	Expect Records	pp. 51-52	<ul style="list-style-type: none"> • In 2012, the Defendant played these games to mislead the court. • It appears Defendant is playing more games and continues to mislead. • Per Defendant, at a minimum, records for #95, #96, #98 exist.
101-106, 108-113, 118-121	Unknown, or likely no records	pp. 74-76	<ul style="list-style-type: none"> • It is the Defendant’s narrative since the 2007-2008 time frame of the Regan and Oldham letters, that Western, ATS and NWCCU and their various agents have done nothing wrong. • It appears Defendant is playing more games and continues to mislead.
107	Likely records	p. 76-77	<ul style="list-style-type: none"> • Chuck Mula lied under oath in 2008-2009 time frame involving my first FOIA case. • Defendant settled by paying half of my attorney costs and produced some records that under oath Mula had claimed didn’t exist. • The produced records demonstrated that additional records existed and were withheld by Mula.
122-125	Expect No Records	p. 77	<ul style="list-style-type: none"> • It is <i>obscene</i> that the Defendant wants to fight over this. • Since Ms. Siegelbaum is an attorney who took an oath to uphold the U.S. Constitution and state and federal laws, there simply is no reasonable excuse for Ms. Siegelbaum’s answer or Defendant’s position. • Regardless of anything your client does now I intend to bring this item and others to the attention of Judge DeMarchi.
131-132	Expect No Records	p. 78	<ul style="list-style-type: none"> • These records have <i>never</i> previously been produced or previously requested. • I have no copies of this record, and that is why I requested it.
135-149	Expect No	pp. 78-89	<ul style="list-style-type: none"> • At no time did OCR in 2005 investigate Randy’s retaliation and Title

	Records	<p>IX issues in 2005. Rather, in writing, OCR actually blames Randy.</p> <ul style="list-style-type: none">• OCR actually failed in bring Western into compliance with Section 504, with Western lying and backdating records to dishonestly fool OCR.• Subsequently, in 2012 Defendant claimed it could not get involved.• The letters by Nancy C. Regan or the Cheryl Oldham have <i>never</i> been rescinded or withdrawn or modified and there is no communication for it.• There are no means to undo the Defendant's and Scharf's actions and false claims in 2012 regarding Randy• The Defendants continue to act to cover for the enterprise, including sharing this FOIA lawsuit information with their enterprise partner Western Seminary, et al.• Defendant itself and through its agents continues causing further damage, costs and problems, and that also includes my business contacts.• Defendant has been repeatedly notified over a period of 10 years that its actions would cause damage or have caused catastrophic and irreparable damage.• Catastrophic and irreparable damage has now occurred.
--	---------	--

Bert Downs was President at the time the settlement agreement was signed, he signed the two Program Participation Agreements (20 U.S. Code § 1094) with the Defendant and he was involved in the Section 504 fraud involving Matt Tuck/OCR in 2005. I am including sections of Chancellor Bert Downs' testimony dated Feb 3, 2010:

Carol Nye-Wilson on the Settlement Agreement; p. 26

12 Q. Why did Western Seminary want Carol Nye-Wilson
13 to be a signatory to the settlement agreement?
14 A. She seemed very closely connected to all of
15 the activity that was related to this case, and it
16 appeared to us at the time that if full settlement were
17 going to be attained, she had to be very much a part of
18 it.

In violation of law, no waiver; pp. 26-28

19 Q. Did Western Seminary do any analysis prior to
20 or before the settlement agreement as to whether it
21 complied with the California Education Code?

22 A. We did not.

23 Q. Likewise, there was no analysis of whether it
24 complied with the Private Postsecondary Act of 1989?

25 A. We did not.

0027

1 Q. All right. Are you generally familiar with
2 the Private Postsecondary Act of 1989?

3 A. Not specifically.

4 Q. Do you know if Western Seminary had a waiver
5 regarding the enforcement of the California Education Code
6 as it related to the settlement agreement?

7 A. I don't believe we did.

8 Q. And, likewise, did Western Seminary have a
9 waiver concerning the enforcement of the Private
10 Postsecondary and Vocational Education Reform Act of 1989?

11 A. I don't believe we did.

12 Q. And, likewise, I'll assume there was no --
13 Western Seminary had no waiver concerning the enforcement

Mr. Pyle

October 1, 2018

Pages 5 of 12

14 of California Education Code Sections 94810, 94831, 94832,
15 94834 or 94835?

16 A. Do you want to read all of those?

17 Q. I would prefer not to.

18 A. I would save you the time by saying no, I
19 don't believe we did.

20 Q. All right. Were you aware that Western
21 Seminary's articles of incorporation required compliance
22 with State laws?

23 A. Yes.

24 Q. Are you also aware that ATS Accreditation
25 Standard 2.2 requires compliance with State laws?

0028

1 A. Correct.

2 Q. Is it correct that at the time, you had not
3 done an analysis whether it violated State law or not?

4 A. We had not.

Paragraph 9 "Confidentiality"; pp. 53-57 (at this point, we were not aware of the Section 504/Promissory Fraud, RICO, FCA)

11 Q. All right. I would like you to turn to
12 Paragraph 9 of the settlement agreement.

13 A. Paragraph 9?

14 Q. Correct.

15 A. Okay.

16 Q. Did the parties agree to maintain the
17 settlement agreement and its terms as confidential?

18 A. It seems that's what the first paragraph says.

19 Q. And did the parties also agree to treat as
20 confidential any matters relating to any parties' personal
21 and/or professional history?

22 I'm looking at the last -- second to last
23 sentence of the first paragraph of Paragraph 9.

24 A. Oh, okay. Thank you.

25 Yes, it says that.

0054

1 Q. All right. And it's correct the parties
2 agreed to initiate no publicity concerning the
3 confidential matters to any person or entity, including,
4 without limitation, the media, the parties' religious
5 communities or otherwise?

6 A. Yes, it says that.

7 Q. Would you agree that provision is prohibiting
8 Mr. Chapel or Ms. Nye-Wilson from making statements
9 regarding Mr. Korch's alleged sexual misconduct to any
10 person?

11 A. Say the question again?

12 Q. Sure. Do you read Paragraph 9(a) as
13 prohibiting Mr. Chapel and Ms. Nye-Wilson from making
14 allegations of sexual misconduct by Mr. Korch to any
15 person?

16 A. I think it would depend largely on whether
17 that was a part of the settlement agreement.

18 Q. Is it part of the settlement agreement?

19 A. There's no reference within the settlement
20 agreement to that.

21 Q. The settlement agreement defines confidential
22 matters as all matters relating to any parties' personal
23 and/or professional history. Do you believe that would
24 encompass the allegations that Mr. Korch had engaged in
25 sexual misconduct?

0055

1 A. It could encompass that, yes.

2 Q. And it's correct that then did the settlement
3 agreement bar Ms. Nye-Wilson and Mr. Chapel from making
4 statements regarding the alleged sexual misconduct?

5 A. There's not a specific statement to that end,
6 and the alleged misconduct by Mr. Korch was not part,
7 really, of the discussion related to the settlement
8 agreement.

9 Q. So then you don't read the settlement
10 agreement as prohibiting them from making statements
11 regarding Mr. Korch?

12 MR. PHILLIPS: That's a much more overbroad --
13 that's a much more broad statement.

14 BY MR. WIENER:

15 Q. Regarding Mr. Korch's alleged sexual
16 misconduct.

17 A. Ask it again. I have not thought of it this
18 way so --

19 Q. Did the settlement agreement prohibit
20 Ms. Carol Nye-Wilson or Mr. Chapel from making statements
21 regarding Mr. Korch's alleged sexual misconduct?

22 A. I would presume that it could reach into that
23 arena, only because Mr. Korch was identified as an
24 individual defendant in this, and when it was settled, all
25 of the situations were settled, including whatever applied
0056

1 to Mr. Korch. However, I don't read specific statements
2 in here related to that.

3 Q. Would you also read Paragraph 9(a) as
4 prohibiting, potentially, Mr. Korch from making statements
5 about his sexual misconduct?

6 A. Well, again, his sexual misconduct wasn't
7 specifically written into this settlement agreement, so I
8 don't see that it prohibits him from talking about
9 himself, as long as it's not in the context of the
10 settlement agreement.

11 Q. Would you read the settlement agreement as
12 prohibiting Mr. Korch from making statements regarding
13 Mr. Chapel's personal and professional history?

14 A. I would think it would in whatever the
15 settlement agreement agrees that it would encompass, that
16 it would prevent Mr. Korch from saying those things, as it
17 would Mr. Chapel or Mrs. Wilson.

18 Q. All right. You don't read the agreement as
19 prohibiting the parties from making statements regarding
20 their own personal and professional history then?

21 A. I would say if Mr. Korch wanted to speak
22 regarding that history, without reference to anything in

Mr. Pyle

October 1, 2018

Pages 7 of 12

23 the settlement agreement, there would be nothing here that
24 would prohibit him from doing that. It's his history,
25 after all.

0057

1 Q. Did Western -- did you or any other persons at
2 Western Seminary have any discussions about wanting to
3 prevent Mr. Chapel or Ms. Carol Nye-Wilson from making
4 allegations of sexual misconduct against Mr. Korch?

5 A. No, our discussion was not that specific. Our
6 discussion was related to bringing an end to everything
7 that was being said in what we viewed as a disparaging way
8 regarding Western Seminary.

9 Q. What other disparaging statements do you
10 believe Mr. Chapel or Ms. Nye-Wilson made?

11 A. I would have to reflect back on the website
12 and other things to see, but there were statements that
13 related to education and treatment and those kinds of
14 things, generally speaking, under the religious hypocrite
15 website.

16 Q. Sure. And did any of the statements on the
17 website also include allegations of the sexual misconduct
18 by Mr. Korch?

19 A. I honestly never personally read the website,
20 okay. I just didn't. But I was told by a respected
21 individual that, yes, there was some information on the
22 website regarding Mr. Korch. So I believe there was.

Paragraph 11 "Arbitration"; pp. 59-62

6 Q. I would like you to turn to Page 7 in the
7 agreement, which has Paragraph 11.

8 A. Okay.

9 Q. Do you know who chose to have an arbitration
10 clause in the settlement agreement?

11 A. I'm sure that -- the answer who chose, these
12 things came up as discussions along the way. I was
13 certainly one who recommended that an arbitration clause
14 be put in the agreement, but likely was not the only one.

15 Q. Do you know why you recommended that?

16 A. Sure. You know, the reality is -- do you mind
17 me referencing back to values?

18 Q. No. That's entirely --

19 MR. PHILLIPS: That's fine. Yeah, go ahead.

20 BY MR. WIENER:

21 Q. As long as it's not something your attorney
22 told you to put in there.

23 A. No, no.

24 MR. PHILLIPS: No, no.

25 THE WITNESS: No. The reality is, is that

0060

1 believers, followers of Jesus Christ -- and I believed at
2 the time and continue to believe that Randy is one of
3 those -- that we are basically instructed from the
4 scripture not to take one another to Civil Court. In
5 fact, the scripture is strong enough to say that if we do

6 that, we're already defeated.

7 So if I believe what I tell my students I
8 believe, that is, that I believe in the scriptures, I've
9 got to do everything possible to abide by the scriptures,
10 right.

11 So that was the reason. Actually, when this
12 all began, I originally suggested that -- and I don't know
13 whether it was directly to Mr. Chapel or to his lawyer --
14 that we actually together select church leadership, which
15 is what the scripture asks for, they select some, we
16 select some, and we let the church decide. That obviously
17 didn't go anywhere.

18 So the long of it is, the arbitration was my
19 attempt to get it as close to scriptural basis as
20 possible. And I have to admit I didn't get it very close.

21 Q. So it's correct that you suggested -- I forget
22 the proper reference, but I know that churches maintain
23 their own -- the correct word isn't judicial system, but
24 they do have their own court system, I believe; is that
25 correct?

0061

1 A. Well, some have their own mediation or
2 adjudication situations. That wouldn't be our case. The
3 association that we've been historically connected to
4 doesn't have that. That's not what the scripture calls
5 for. The Bible isn't calling for an institutional
6 response. It's really a relational thing, First
7 Corinthians, Chapter 6.

8 Q. So some type of Christian mediation program?

9 A. And that's what -- again, in the settlement
10 agreement, in the discussion of it, when arbitration was
11 part of it, our request was that the arbitrator be a
12 recognized Christian arbitrator. We weren't able to
13 achieve that either.

14 Q. Do you know if Mr. Chapel or his attorney
15 refused to agree to Christian mediation as their concern
16 that these were civil issues and not religious issues?

17 A. I'm not aware of that. I mean that may have
18 come up. There was a lot of discussion that took place
19 with the arbitrator outside of the room and talking
20 individually with them, but I never heard that discussion.

21 Q. All right. Are you aware that Mr. Chapel is
22 not making any allegations that Western Seminary has -- in
23 this arbitration that Western Seminary has violated any
24 religious or biblical obligations?

25 A. I have not seen anything to that nature

0062

1 specifically.

2 Q. Are you aware that the California Education
3 Code prohibits binding arbitration?

4 A. I'm not aware of that.

5 Q. Do you know if there was any consideration
6 given to the provisions of the California Education Code
7 regarding dispute resolution and educational contracts at
8 the time of the settlement agreement?

9 A. I don't know that either.

Mr. Pyle
October 1, 2018
Pages 9 of 12

10 Q. Do you know if Western Seminary maintains that
11 either Mr. Chapel or Ms. Carol Nye-Wilson has materially
12 breached the settlement agreement?

13 A. I've not read or seen any specific
14 communications that would lead me to that conclusion.

Paragraph 14 "Complaints"; pp. 62-64

5 Q. I would like you to turn to Paragraph 14 of
16 the complaint. Of the settlement agreement. I'm sorry.

17 MR. PHILLIPS: Exhibit 3?

18 THE WITNESS: No, it's -- yeah.

19 BY MR. WIENER:

20 Q. The settlement agreement, Page 8.

21 A. Paragraph 14?

22 Q. Correct.

23 A. Okay.

24 Q. Does this provision require Mr. Chapel and
25 Ms. Carol Nye-Wilson to not -- to withdraw any
0063

1 administrative claims or complaints they filed against
2 Western Seminary or its personnel?

3 A. It appears that way.

4 Q. Do you know, was this a clause that Western
5 Seminary requested?

6 A. You know, there were items related to this
7 that were worked on between various legal counsel, so not
8 every piece of this was specifically discussed with us. I
9 don't recall how this piece was put in. Perhaps some
10 mediation attorneys' notes would tell you.

11 Q. Do you have any specific recollection whether
12 there were any administrative claims or complaints pending
13 that were initiated by Mr. Chapel or Ms. Nye-Wilson at the
14 time of the settlement agreement?

15 A. I don't recall that there were any beyond what
16 was encompassed in this settlement agreement.

17 Q. All right. Do you believe Paragraph 14 would
18 prohibit Mr. Chapel or Ms. Nye-Wilson from making
19 subsequent complaints after the settlement agreement to
20 ATS or NWCCU or the State of California regarding Western
21 Seminary?

22 A. Well, it apparently didn't stop them from
23 doing that. I would say that this particular piece
24 encompasses, again, those accusations, mutual accusations
25 and complaints that were encompassed within the settlement
0064

1 agreement. I suppose there could have been things later
2 that would be outside of this agreement.

3 Q. So you don't read the agreement as barring
4 them from making subsequent complaints about the validity
5 of the degrees that Mr. Chapel received?

6 A. I would think if there were post-settlement
7 items that were clearly outside of this, not things we
8 agreed to inside of this, but clearly outside of this,
9 that those things would be open, regardless of which party

Mr. Pyle
October 1, 2018
Pages 10 of 12

10 they involved.

11 Q. All right. But to the extent there was a
12 complaint about the degree programs --

13 A. As portrayed here?

14 Q. Correct.

15 A. I think that was encompassed in the settlement
16 agreement and contained within these paragraphs.

17 Q. Are you aware of any authority that Western
18 Seminary had that permitted it to prohibit Mr. Chapel or
19 Ms. Nye-Wilson from filing administrative complaints,
20 other than the agreement?

21 A. No, I'm not aware of any authority to that
22 regard. This was a negotiated mutual agreement, as the
23 settlement statement says.

Law/No Exemption (ATS exemption claims are scam, which Defendant's employees are apart of); pp. 91-93

25 Q. Do you know if, in order to obtain approval
0092

1 from the California Bureau, Western Seminary was required
2 to comply with California law, including the California
3 Education Code?

4 A. I would suspect that was a requirement. I
5 couldn't point to a specific document.

6 Q. I'm going to mark this as Exhibit 11.
7 (Deposition Exhibit No. 11 was marked for
8 identification.)

9 BY MR. WIENER:

10 Q. This is a document from the California Bureau
11 for Private Postsecondary and Vocational Education that
12 sets forth the guidelines for a degree granting renewal to
13 operate, and it requires Western to -- or requires any
14 entity seeking approval to operate to provide a current
15 catalog, a sample copy of the student enrollment
16 agreements, and various other documents.

17 Do you know if -- do you have any knowledge
18 whether the settlement agreement was ever submitted to the
19 California Bureau in connection with the approval process?

20 A. I don't believe it was.

21 MR. PHILLIPS: Are you referencing a letter
22 from 2004 and then shooting forward two years and saying
23 it was --

24 MR. WIENER: Yeah, let me back up.

25 MR. PHILLIPS: Because that would be
0093

1 impossible to do. It was back in time. But unless you're
2 some kind of time warp person.

3 BY MR. WIENER:

4 Q. And you may not know, but how often did you
5 have to --

6 A. I don't know.

7 Q. All right. Let me just finish the question,
8 though I'm guessing you don't know; but do you know how
9 often you had to renew your approval from the California
10 Bureau?

11 A. I don't know what the requirement was.

Mr. Pyle
October 1, 2018
Pages 11 of 12

12 Q. All right. Looking at Paragraph 5 of the
13 guidelines, it says, "The agreements/contract forms must
14 comply with all the requirements of California Education
15 Code Section 94810," and I'm actually -- CEC stands for
16 California Education Code?

17 A. Uh-huh.

18 Q. Do you know if there was any verification of
19 whether Mr. Chapel's settlement agreement complied with
20 California Education Code Section 94810?

21 A. I don't believe there is any verification.

22 Q. It's correct that Western Seminary didn't have
23 any exemption from complying with the California Education
24 Code; is that correct?

25 A. I'm not aware of any exemption.

pp. 112-113

11 Q. Do you agree with the general proposition that
12 the settlement agreement is an agreement for educational
13 services?

14 A. It is the -- it is an agreement for the
15 continuation of educational services first brought into
16 effect under the catalog and various enrollment
17 procedures, so yes. In that context, yes.

18 Q. And Mr. Baker offers his opinion why the
19 settlement agreement does not constitute a valid
20 enrollment agreement based on Section --

21 A. Uh-huh.

22 Q. -- 94810 of the California Education Code.

23 A. Uh-huh.

24 Q. It includes such items as not providing the
25 name and address of the school.

0113

1 A. Uh-huh.

2 Q. Not providing a clear statement of Western
3 Seminary's refund policy; not having, you know, certain
4 statements in 12 point boldface type.

5 A. Okay.

6 Q. Would it be your position, though, that the
7 settlement agreement does comply if it's read in
8 conjunction with the catalog?

9 A. It would be my position that that's true.

10 Q. But just the settlement agreement standing
11 alone --

12 A. Obviously those things are not in the
13 settlement agreement standing alone.

14 Q. And are you aware that Dr. Roberts and
15 Dr. Wiggins have also stated that the settlement agreement
16 is an educational contract?

17 A. No, I'm not aware of that.

18 Q. Does Western Seminary's catalog provide for
19 mandatory arbitration of student disputes? And if you
20 don't know, that's a fair answer.

21 A. I don't know. No, I don't know.

Character; pp. 105-106

18 Q. By the way, does Western Seminary contend that
19 Mr. Chapel's attorney, William Dresser, was negligent in
20 not properly advising his client about the settlement
21 agreement?

22 A. No.

23 Q. Do you have any opinion regarding whether
24 Mr. Chapel is an honest person?

25 A. No, I have no opinion.

0106

1 Q. All right. And how about Carol Nye-Wilson?

2 A. I have no opinion.

3 Q. Are you aware of any false statements made by
4 Mr. Chapel? I understand you may disagree with his
5 allegations and the legal conclusions; but are you aware
6 of any false statements of fact that you believe he's made
7 in connection with this litigation or otherwise?

8 A. No, I'm not specifically aware.

Randy and my lawsuits were filed prior to the sunset of the Private Postsecondary and Vocational Education Reform Act. Review §§ **94810**, 94831, **94832**, **94834** or **94835**. Definitions § 94725, 94726, 94729, 94732, 94740. Consequences for Western Seminary if it had been held accountable in 2007-2008 § 94985(a).

Any institution that willfully violates any provision of Section 94800, **94810**, 94814, or 94816, Sections 94820 to 94826, inclusive, Section 94829, 94831, or **94832** may not enforce any contract or agreement arising from the transaction in which the violation occurred, and any willful violation is a ground for revoking an approval to operate in this state or for denying a renewal application.

[Cross-reference] Chuck Mula's stated the following in an email on July 29, 2008 to Randy about the Department's thoughts: "**concerns that the settlement agreement is requiring you to preform non academic task, that the Department considers questionable, in order to recive the benefiits of your educational program.** We are presently trying to get a decision on the settlement agreement from legal staff, and to determine if we have legal authority to address the settlement agreement in our investagation. If we are given the authority to address it we will. However, right now we are restricted to addressing the substantive change issues only."

I have faxed this letter, while placing it in the mail with the 90-page review, you and your client already have. Both reflect my meet-and-confer obligation in my good faith effort to reduce the unresolved issues without further intervention by the Court. As noted, I have previously addressed my reasons, which you and the Defendants received, and I am aware that it was shared with Western Seminary, most certainly concerning the child molester Steve Korch.

If I don't hear from you that the Defendant has corrected its errors and is producing records, and/or admits under penalty of perjury no records exist, I will file (per Judge Demarchi's Order) a Motion to Compel Production by October 26, 2018.

Thank you for your attention to these matters. If the outstanding FOIA categories are resolved, I will agree with you to notify Judge Demarchi that no remaining issues exist. I reserve the right to inform the Judge of Ms. Siegelbaum's and the Defendant's intentional deceit under oath in these matters.

Sincerely,

Carol Nye-Wilson