

### **Arbitration and Class Action Waiver Disclosure:**

Sunstate Academy requires each student to agree to a pre-dispute arbitration agreement and a class action waiver as a condition of enrollment (“Arbitration Agreement”). The Arbitration Agreement does not, in any way, limit, relinquish, or waive a student’s ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. The Arbitration Agreement does not require that the student participate in arbitration or any internal dispute resolution process offered by the College prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by the Arbitration Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way. Any questions about the Arbitration Agreement or a dispute relating to a student’s Title IV Federal student loans or to the provision of educational services for which the loans were provided should be directed to Lori Stowers at [Lstowers@sunstate.edu](mailto:Lstowers@sunstate.edu).

### **ARBITRATION, CLASS ACTIONS AND WAIVER OF JURY TRIAL**

1. Unless otherwise prohibited by Paragraphs 2 or 3, below, any dispute student may bring against Sunstate Academy, or any of its parents, subsidiaries, managers, members, officers, directors, or employees, without limitation, or which the Institute may bring against the student, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (the “AAA”), under its Consumer Arbitration Rules (“Consumer Rules”), and decided by a single arbitrator. The arbitration hearing will be conducted in Jacksonville, Florida. Both the Institute and student explicitly waive any right to a jury trial. Student understands that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction. Neither the Institute nor the student shall file any lawsuit against the other in any Court and agree that any suit filed in violation of this provision shall be promptly dismissed in favor of arbitration. Both the Institute and the student agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration. This provision does not affect either party’s right to seek relief in small claims court for disputes or claims within the scope of its jurisdiction. The costs of the arbitration filing fee, Arbitrator’s compensation, and facilities fees that exceed the applicable court filing fee will be paid by the Institute. The student agrees that any dispute or claim student may bring shall be brought solely in student’s individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. Any remedy available from a court under the law shall be available in the arbitration. The student may, but need not, be represented by an attorney at arbitration. Except as specifically required by Federal law and the laws of the State of Florida, the fact of and

all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. The student agrees that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined. The student understands the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879. The student shall disclose this document to the AAA if the student files an arbitration. If any provision or clause of this agreement is held invalid, said provision or clause shall not affect any other provision or clause that can have effect without the invalidated provision or clause, and thus is severable one from the other.

2. We agree that neither we nor anyone else will use this agreement to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to lawsuits concerning other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.
3. We agree that neither we nor anyone else will use this agreement to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or the provision by us of educational services for which the Direct Loan was obtained. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.