

4. Defendant, Northwestern Business College, Inc (“NBC” or “Defendant”) is an Illinois corporation that does or transacts business in Illinois. Its registered agent is Bradly J. Axel, located at 33 North Dearborn, Suite 1710, Chicago, IL 60602.

5. NBC is engaged in the business of a for-profit educational organization, providing certificates and associate degrees both online and at its in-person campus in Oak Lawn, Illinois.

FACTUAL ALLEGATIONS

6. Plaintiff attended NBC for a brief period during 2015, and then continued her education in 2018, before graduating in 2021. (Exhibit A, Financial Records).

7. Plaintiff incurred a debt for the education provided by NBC.

8. In June of 2022 Plaintiff applied to Capella University to continue her education.

9. As part of the application process, Capella requested her transcripts from NBC.

10. However, Capella was unable receive the transcripts from NBC. (Exhibit B, Email from Capella to Plaintiff).

11. In January of 2023 Plaintiff again applied to Capella University, and yet again her NBC transcripts were never sent to Capella University. (Exhibit C, Screenshots from Capella University regarding Transcript Request)

12. At this point, Plaintiff reached out to NBC to resolve the issue that was causing her transcripts to be withheld, only to be told that she owed a debt which had to be settled before transcripts would be sent out. (Exhibit D, NBC Email to Plaintiff).

13. The email from NBC stated that Plaintiff could receive a settlement offer so her transcripts could be sent to another institution.

14. The debt was for past tuition expenses and is thus a “debt” within the meaning of the Student Debt Assistance Act.

15. At all times relevant, Defendant NBC was an “Institution of higher education” within the meaning of the Student Debt Assistance Act.

16. At all times relevant, Defendant NBC was engaged in trade or commerce in the state: selling educational services to residents of Illinois.

17. At all relevant times, Plaintiff and the members of the class were consumers within the meaning of the ICFA.

18. In May of 2022, the State of Illinois passed the Student Debt Assistance Act (“SDAA”), 110 ILCS 66/*et seq.*, also known as SB 3032, which prohibited institutions from denying former students their academic transcripts because of unresolved debts.

19. The law became effective on the date it was passed, May 27, 2022.

20. The Student Debt Assistance Act provides in relevant part:

Section 10. Withholding of unofficial transcripts

An institution of higher education may not do any of the following:

- (1) Refuse to provide an unofficial transcript to a current or former student on the grounds that the student owes a debt.**
- (2) Condition the provision of an unofficial transcript on the payment of the debt, other than a fee charged to provide the transcript...**

Section 15. Withholding official transcripts.

An institution of higher education:

- (1) must provide an official transcript of a current or former student to a current or potential employer, even if the current or former student owes a debt;**
- (2) may not condition the provision of an official transcript to a current or potential employer on the payment of a debt, other than a fee charged to provide the transcript...**

21. Despite this new law, it is NBC’s policy to withhold transcripts for outstanding balances. (Exhibit E, NBC’s website accessed on February 8, 2023)

22. NBC willfully and repeatedly withheld Plaintiff’s academic transcripts from being transmitted to Capella University in violation of the SDAA.

23. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”) 815

ILCS §502/2 prohibits:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact. . .

24. Defendant violated § 502/2 when they misrepresented to Plaintiff that she had to pay the debt in order for her transcripts to be transmitted to another college.

25. In fact, Plaintiff did not need to settle the debt or pay any amount on the debt to receive her transcripts or have her transcripts sent to another educational institution as the SDAA had been in effect at all relevant times as she was applying to other institutions.

26. Plaintiff had intended and planned to attend university beginning in March of this year.

27. Due to NBC’s illegal quid-pro-quo, Plaintiff is unable to attend university in the upcoming term.

28. Plaintiff was damaged by putting her life on hold until NBC is willing to release her transcripts.

29. Plaintiff was damaged by the time, stress, and aggravation of being forced to deal with an institution disregarding the law.

30. Capella University charges an application fee every time someone applies to their college.

31. Thus, Plaintiff was further damaged in economic terms by Defendants’ actions as they deprived her of the benefit of her first, second, and third application.

32. Plaintiff is currently still applying to other schools and cannot complete applications because of NBC's continuing violation of the law.

CLASS ALLEGATIONS

33. Plaintiff, Jasmine Chatman, brings this action individually and as a class on behalf of (1) all persons in the State of Illinois (2) from whom NBC withheld academic transcripts because of an unpaid balance (3) after current or former students requested their transcripts (4) from 3 years prior to the filing of this complaint through the date of class certification.

34. Due to Defendant's size and scope of operation, the classes each likely consist of more than 40 individuals.

35. Plaintiff Chatman's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of each Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

36. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Classes and would, as a practical matter, either be dispositive of the interests of other members of the Classes not party to the adjudication, or substantially impair or impede their ability to protect their interests.

37. Plaintiff Chatman will fairly and adequately protect and represent the interests of each Class. The factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendants' conduct was perpetrated on all members of the Classes and will be established by common proof.

38. Moreover, Plaintiff Chatman has retained counsel has experience with class actions brought under the ICFA.

COUNT I— UNFAIR ACT

39. Plaintiff restates the above paragraphs as if set forth fully in this count.

40. The ICFA proscribes any unfair acts or practices in the course of trade or commerce. 815 ILCS § 505/2.

41. NBC engaged in an unfair practice, in violation of 815 ILCS § 505/2, by falsely stating that she had to pay her loan balance in order to receive her transcripts.

WHEREFORE, Plaintiff asks that the Court enter judgment in favor of herself and the class and against Defendants as follows:

- A. Actual damages;
- B. Punitive damages;
- C. Costs, expenses, and reasonable attorneys’ fees; and
- D. Any other relief the Court deems equitable and just.

COUNT II—DECEPTIVE ACT

42. Plaintiff restates the above paragraphs as if set forth fully herein.

43. The ICFA proscribes any deceptive acts or practices in the course of trade or commerce. 815 ILCS § 505/2.

44. NBC deceived Plaintiff, in violation of 815 ILCS § 505/2, by withholding the fact that she did not have to pay her outstanding balance to receive her academic transcripts.

WHEREFORE, Plaintiff asks that the Court enter judgment in favor of herself and the class and against Defendants as follows:

- A. Actual damages;

- B. Punitive damages;
- C. Costs, expenses, and reasonable attorneys' fees; and
- D. Any other relief the Court deems equitable and just.

COUNT III— INJUNCTIVE RELIEF

45. Plaintiff restates the above paragraphs as if set forth fully in this count.

46. Plaintiff is currently and actively seeking admission to other educational institutions and thus needs NBC to immediately release her transcripts.

47. As recently as February 16, 2023, Plaintiff had applied to another school and NBC refused to release her transcripts.

48. Defendant thus continues to violate Illinois law.

49. Because of the timing of the academic year, if Plaintiff is unable to complete her applications to other schools, she will be forced to wait for the next term.

WHEREFORE, Plaintiff asks that the Court enter judgment in favor of herself and the class and against Defendants as follows:

- A. Entering an order requiring NBC to release any and all student transcripts immediately upon request.

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