

CAUSE NO. _____

**VOCATIONAL TRAINING INSTITUTE, INC.
d/b/a PIMA MEDICAL INSTITUTE**

VS.

SKYLAR BRAXTON

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**IN THE JUSTICE COURT OF

HARRIS COUNTY, TEXAS

PRECINCT 1, PLACE 2**

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes Now, Vocational Training Institute, Inc., d/b/a PIMA Medical Institute, Plaintiff, files this petition, complaining of SKYLAR BRAXTON Defendant, and for cause of action would respectfully show:

I.

Plaintiff is a duly organized and existing corporation and authorized to do business in the State of Texas

Defendant, SKYLAR BRAXTON , may be served with citation at 15518 Eagle Valley Drive Cypress TX 77429, or wherever the Defendant may be personally found.

II.

Defendant's place of residence or the contract made the basis of this lawsuit was signed in Harris County, Texas. Therefore, Harris County is a proper venue

II.

Defendant entered into an Enrollment Agreement with Plaintiff. (See Exhibit "A"). In that Agreement, Plaintiff agreed to advance funds/loans to Defendant in order to cover tuition and other school expenses. Defendant executed and/or guaranteed the payment of the loans to Plaintiff

Under the agreement between Plaintiff and Defendant, Defendant agreed to pay promptly when due all charges made and incurred to the account of Defendant, which forms the basis of Plaintiff's claim. Defendant has defaulted in making the required payments on the account. Pursuant to the agreement with Plaintiff, Defendant now owes the principal sum of \$2,536.13 to Plaintiff along with all interest, fees, and costs.

**IV.
SWORN ACCOUNT**

The claim made the basis of Plaintiff's lawsuit against Defendant arises out of the aforementioned agreement between Vocational Training Institute, d/b/a PIMA Medical Institute and Defendant on which a systematic record of charges and credits has been kept and is a claim for a liquidated money demand, duly verified pursuant to Rule 185 of the Texas Rules of Civil Procedure. Attached hereto as Exhibit "B" is a record of the account of Defendant kept in the regular course of business of Plaintiff showing the amount due Plaintiff on Defendant's account after all just and lawful offsets, credits and payments have been allowed.

**V.
QUANTUM MERIT**

Alternatively, Defendant received the goods, wares, merchandise and/or services (and where applicable, cash advances) which forms the basis of the charges and accepted the benefits thereof and Plaintiff is entitled to recover the reasonable value of the benefits conferred, all of which Plaintiff alleges to be the sum of at least \$2,536.13.

**VI.
ATTORNEY'S FEES**

Plaintiff made demand upon Defendant for payment of the account more than 30 days prior to the filing of this suit and, pursuant to Tex. Civ. P. & R. Code Section 38.001, et seq., Plaintiff is entitled to recover a reasonable amount as attorney's fees. A reasonable attorney's fee for the Plaintiff is the sum of least \$860.00.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays the Court that Defendant be cited to appear and file an answer herein, and on final hearing hereof, that Vocational Training Institute, Inc., d/b/a PIMA Medical Institute, Plaintiff, do have and recover of and from the Defendant, SKYLAR BRAXTON , judgment in the sum of \$2,536.13, together with pre-judgment and post judgment interest as allowed by law, reasonable attorney's fees and all costs of court, and for such other and further relief to which Plaintiff may show itself to be justly entitled.

Respectfully submitted,

WEST LAW GROUP, PLLC

By: _____

James West
S.B.O.T. #21199050
957 NASA Parkway #503
Houston, Texas 77058
Telephone: (713) 266-9090
Facsimile: (713) 554-1044
jwest@westlawgroup.org
Attorneys for Plaintiff



Pima Medical Institute
 11125 Equity Drive, Suite 100, Houston TX 77041
 Telephone: (713) 778-0778

ENROLLMENT AGREEMENT

Approved and Regulated by the Texas Workforce Commission, Career Schools and Colleges, Austin, Texas

PERSONAL:

August 19, 2020 May 04, 2021 March 31, 2021
 Program Start Date Estimated Graduation Date Estimated Extern/Clinical Start Date Re-Enroll Return Date Social Security Number

Skylar Braxton
 First Name Middle Name Last Name

15518 Eagle Valley Dr Cypress TX 77429 sbraxton6541@my.pmi.edu
 Address City State Zip Code Email Address

June 17, 1997 [Redacted] (346)279-9772 (346)279-9772
 Date of Birth Place of Birth Drivers License # Home Phone Cell Phone

PROGRAM INFORMATION:

I am applying for admission in: Medical Assistant Hours of Attendance: 18 (Student Initials)

Program Length in Weeks (Days/Evenings): 35 Credit Hours: 34 85% attendance of total program hours required

Clock Hours: 800 (Includes 200 externship hours at 40 hours x 5 weeks) 8:00 AM - 12:00 PM Mon - Fri
 1:00 PM - 5:30 PM Mon - Fri
 5:50 PM - 10:10 PM Mon - Thur
 Externship - 40 Hours per week

Delivery Method: On-Ground

TUITION AND FEES:	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	PERIOD 5	PERIOD 6	
Tuition	\$ 14,620.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Registration Fee	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Uniform	\$ 165.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Textbooks/Supplies	\$ 623.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Tuition Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Period Totals	\$ 15,558.00	\$ 0.00					
Tuition	\$ 14,620.00					Total Cost of Education	\$ 15,558.00
Registration Fee	\$ 150.00						
Uniform	\$ 165.00						
Textbooks/Supplies	\$ 623.00					Less Registration Fee	\$ -
						(Paid with Application)	
Total Credit	\$ -					Net Balance	\$ 15,558.00

The total cash price is \$15,558.00. I agree to pay Pima Medical Institute a registration fee in the amount of \$ - at this time.

This will leave a balance of \$15,558.00. The cost of credit is included in the price quoted for the goods and services.

EXHIBIT A



Pima Medical Institute
11125 Equity Drive, Suite 100, Houston TX 77041
Telephone: (713) 778-0778
ENROLLMENT AGREEMENT

- 1. This Agreement is the only agreement between the School and the Student. Oral statements or promises in addition to or at variance with the terms hereof do not change or alter this agreement.
- 2. Transferability of credits is not promised or guaranteed.
- 3. The Student agrees to comply with any and all School rules, program specific information, further rules include those that relate to tardiness, grades, absences, proper conduct, honesty, lesson preparation and make-up of classes if required. When you sign this Agreement you acknowledge that you have received a copy of the School rules. If you fail to follow these rules or to make satisfactory grades, you could be dismissed from the School. If you are dismissed, you may be entitled to a refund as provided in the Section called "Refund" that is written on the back of this agreement.
- 4. Upon your successful completion of the Program and payment in full of all tuition and fees, you will receive a Certificate and the School will attempt to assist you in finding a job. However, neither the School, or any representative thereof can promise or guarantee that you will find a job or how much salary you can earn.
- 5. WHEN YOU SIGN THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE ALREADY RECEIVED AND HAVE HAD TIME TO READ AND UNDERSTAND THE FOLLOWING: (A) SCHEDULE OF TUITION, FEES AND OTHER CHARGES (BELOW); (B) COPY OF THIS AGREEMENT TO KEEP; (C) CONSUMER INFORMATION PAGE REGARDING YOUR PROGRAM; (D) ANY OTHER PLACEMENT, LICENSURE, SALARY, INFORMATION THAT THE SCHOOL PROVIDES.
- 6. COPY OF THE SCHOOL CATALOG EITHER HARD COPY AND/OR ELECTRONIC VERSION ON PIMA'S WEBSITE: www.pmi.edu; Volume #: VIII Date: 2020
- 7. A Student is enrolled and obligated only for the enrollment periods they have attended and are currently attending. There are 1 enrollment periods in the Medical Assistant program. A Student is not charged for enrollment periods that are not attended.

(Initial All Above)

CONDITIONS OF PAYMENT:

Conditions of Payment:The Student promises to pay to the School the total of payments in accordance with the Retail Installment Contract. Upon default of payment by the Student, the school may seek any legal remedy available, including suit, to enforce the terms and conditions hereof. The Student further agrees to pay: (a) Delinquency and collection charges on each installment which is in default for a period of 30 days in an amount equal to 1% of each installment; (b) Attorney's fees in an amount equal to one-third (33%) of the principal amount owed, as well as all costs of suit.

(Initials)

METHODS OF PAYMENT:

- CASH
- CHECK
- CREDIT CARD
- TITLE IV
- THIRD PARTY

THIS AGREEMENT IS NOT BINDING UNLESS IT IS SIGNED BY THE APPLICANT AND THE SCHOOL OFFICIAL. My signature below signifies that I have read and understand all pages and aspects of the Agreement and do recognize my legal responsibilities in regard to this contract.

ADDITIONAL CONDITIONS ON FOLLOWING PAGES
The additional conditions on the following pages of this form are also part of the agreement.

J Braxton
Applicant's Signature

July 28, 2020
Date of Enrollment

Parent, Guardian or Spouse Signature

[Signature]
Admissions Representative

July 28, 2020
Date

[Signature]
School Official Signature

July 29, 2020
Date of School Official Signature

1. **POSTPONEMENT OF ENTRANCE DATE:** Postponement of a starting date, whether at the request of the school or the Student, requires a written agreement signed by the student and the school. The written agreement must set forth: a.) Whether the postponement is for the convenience of the school or the student, and b.) A deadline for the new start date, beyond, which the start date will not be postponed. If the Student requests a postponement in writing, the prepaid registration fee may apply to the class of the Student's choice at the prevailing rate at the time of entrance. If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 45 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Act of 1981.
 2. **STATE OF TEXAS CANCELLATION POLICY:** A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the enrollment contract is signed. A full refund will also be made to any student who cancels enrollment within the student's first three scheduled class days, except that the school may retain not more than \$100 in any administrative fees charged, as well as items of extra expense that are necessary for the portion of the program attended and stated separately on the enrollment agreement.
 3. **STATE OF TEXAS REFUND POLICY:**
 1. Refund computations will be based on scheduled course time of class attendance through the last date of attendance. Leaves of absence, suspensions and school holidays will not be counted as part of the scheduled class attendance.
 2. The effective date of termination for refund purposes will be the earliest of the following:
 - (a) The last day of attendance, if the student is terminated by the school;
 - (b) The date of receipt of written notice from the student; or
 - (c) Ten school days following the last date of attendance.
 3. If tuition and fees are collected in advance of entrance, and if after expiration of the 72 hour cancellation privilege the student does not enter school, not more than \$100 in any administrative fees charged shall be retained by the school for the entire residence program or synchronous distance education course.
 4. If a student enters a residence or synchronous distance education program and withdraws or is otherwise terminated after the cancellation period, the school or college may retain not more than \$100 in any administrative fees charged for the entire program. The minimum refund of the remaining tuition and fees will be the pro rata portion of tuition, fees, and other charges that the number of hours remaining in the portion of the course or program for which the student has been charged after the effective date of termination bears to the total number of hours in the portion of the course or program for which the student has been charged, except that a student may not collect a refund if the student has completed 75 percent or more of the total number of hours in the portion of the program for which the student has been charged on the effective date of termination.¹
- ¹ More simply, the refund is based on the precise number of course time hours the student has paid for, but not yet used, at the point of termination, up to the 75% completion mark, after which no refund is due. Form CSC-1040R provides the precise calculation.

PRIOR TO SIGNING PAGE TWO OF THIS AGREEMENT, I HAVE READ PAGES ONE, TWO, THREE, FOUR, FIVE AND SIX OF THIS AGREEMENT, UNDERSTAND ITS CONTENT, AND ACKNOWLEDGE RECEIPT OF A COPY OF THE AGREEMENT. Student's Initials

5. Refunds for items of extra expense to the student, such as books, tools, or other supplies are to be handled separately from refund of tuition and other academic fees. The student will not be required to purchase instructional supplies, books and tools until such time as these materials are required.

Once these materials are purchased, no refund will be made. For full refunds, the school can withhold costs for these types of items from the refund as long as they were necessary for the portion of the program attended and separately stated in the enrollment agreement. Any such items not required for the portion of the program attended must be included in the refund.

6. A student who withdraws for a reason unrelated to the student's academic status after the 75 percent completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program during the 12-month period following the date the student withdrew without payment of additional tuition for that portion of the course or program.
7. A full refund of all tuition and fees is due and refundable in each of the following cases:
- (a) An enrollee is not accepted by the school;
 - (b) If the course of instruction is discontinued by the school and this prevents the student from completing the course; or
 - (c) If the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or representations by the owner or representatives of the school.

A full or partial refund may also be due in other circumstances of program deficiencies or violations of requirements for career schools and colleges.

4. **ENROLLMENT PERIOD** is defined as program length for non-term programs. Enrollment period is defined as a semester for term based programs. Academic year is defined individually by program but is a minimum of twenty-four (24) credits and thirty (30) weeks.

TUITION FEES are subject to change by the action of the Board of Directors. Such changes will not affect students who have already enrolled.

6. **COURSE CONTENT**, sequence, or schedules are subject to change at the direction of the school without additional charge to the Student. This contract contains the entire agreement of the parties and oral statements in addition to, or at variance with the terms hereof, do not change or alter this agreement. Complaints may be filed online with the Texas Workforce Commission, Career Schools and Colleges, 101 East 15th St., Room 226T, Austin, Texas 78778-0001, (512) 936-3100. There is a two-year limitation (from student's last date of attendance) on the Division taking action on student complaints. If Pima Medical Institute is prevented from rendering service to the student by causes beyond their control, such as strikes, walkouts, fires, or other casualties, then instruction may be suspended for said period without compensation to students. Any holder of this consumer credit contract is subject to all claims and defenses which the Debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Debtor shall not exceed the amounts paid by the Debtor hereunder. (FTC Rule effective 5/14/76).

Outside of class coursework including portfolio and homework assignments will be expected for students enrolled. These assignments are outlined in the respective course syllabi.

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7. **ARBITRATION:** Any and all claims, disputes, and causes of action arising out of this contract or the school/student relationship between PMI and the student, whether sounding in contract or tort, shall be resolved by arbitration. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) (FAA) shall govern with respect to all issues concerning dispute resolution, except as otherwise set forth herein. All claims shall be brought on an individual basis. There shall be no right or authority for any claims to be arbitrated on a class action basis, and no right to avoid the agreement to arbitrate because a student wants to pursue a claim on behalf of a class of individuals who may be similarly situated. The arbitrator shall be selected by the parties jointly; if the parties cannot agree on the identity of the arbitrator, the arbitrator shall be chosen pursuant to 9 U.S.C. § 5. Jurisdiction and venue for all purposes associated with the FAA and arbitration proceedings are vested in the federal court district in which the student's campus is located; provided, however, that a student may always choose to have jurisdiction and venue vest in the U.S. District Court for the District of Arizona, Tucson division, located in Tucson, Arizona; and further provided that with respect to all disputes involving a student who receives his or her education through the Internet or by some other means that does not involve physical attendance at a campus, jurisdiction and venue vest in the U.S. District Court for the District of Arizona, Tucson division. Arbitration procedure shall be determined pursuant to the American Arbitration Association Commercial Arbitration Rules (Rules), but arbitrations shall not be conducted under the auspices of the American Arbitration Association (AAA). Where not having the AAA administer the arbitration process conflicts with the Rules, the arbitrator shall adapt the Rules in an appropriate manner.

Anything to the contrary notwithstanding, the arbitration provisions set forth in the preceding paragraph do not apply to any disputes between the student and PMI, if and to the extent by which 2016 Rule, 81 Fed. Reg. at 75,926 aka the Borrower Defense Rule applies to the dispute. With this provision PMI intends to fully comply with the Borrower Defense Rule.

Student is legally responsible for the payment of all sums referenced in this agreement. If a Student borrows money, pursuant to 20 U.S.C. § 1070 et seq. (STUDENT ASSISTANCE), the Student is liable to the lending entity for repayment of any and all borrowed sums. Student is also liable for any remaining balance due after application of all payments from 3rd parties, whether in the form of loans or grants, or on behalf of Student.

Other grievance procedures: This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule.

8. **REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE:** A student of the school or college who withdraws from the school or college as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled:
- (a) If tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
 - (b) A grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
 - (c) The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
 - (1) satisfactorily completed at least 90 percent of the required coursework for the program; and
 - (2) demonstrated sufficient mastery of the program material to receive credit for completing the program.
9. The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s), within 60 days after the effective date of termination.

PRIOR TO SIGNING PAGE TWO OF THIS AGREEMENT, I HAVE READ PAGES ONE, TWO, THREE, FOUR, FIVE AND SIX OF THIS AGREEMENT, UNDERSTAND ITS CONTENT, AND ACKNOWLEDGE RECEIPT OF A COPY OF THE AGREEMENT. *xx* Student's Initials

10. **CONDITIONS OF PAYMENT:** (in addition to the Conditions of Payment statement already on front page of agreement). Account balances and payments to the School will require completion of a Retail Installment Contract (RIC). The annual interest rate is twelve percent (12%). An alternative method of payment via Direct Payment (ACH) can be established at zero percent (0%) interest. By signing a Direct Payment Authorization allowing PMI to electronically debit your Credit /ATM / Debit card on the 1st or 15th of each month for the amount of your monthly payment, your interest will drop to zero percent (0%) per annum on your unpaid balance; however, in the event you default on an ACH payment (due to NSF, account closure, over-limit restrictions, etc.), your interest rate will revert back to twelve percent (12%) per annum on your unpaid balance and a new RIC will be established.

11. **ACADEMIC CREDIT PORTABILITY:** The transferability of credits you earn at PMI are at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree/diploma/certificate you earn in the program is also at the complete discretion of the institution to which you may seek to transfer. If the diploma/certificate that you earn at this institution are not accepted at the institution to which you may seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending PMI to determine if your credits, or degree/diploma/certificate will transfer.

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AFFIDAVIT

STATE OF ARIZONA §
 §
COUNTY OF PIMA §

BEFORE ME, the undersigned Notary Public, personally appeared the within name Affiant, who being by me duly sworn, on oath stated::

1. "My name is Francine McShea, I am the Student Accounts Manager and a custodian of records of Vocational Training Institute, Inc., d/b/a PIMA Medical Institute, the Plaintiff herein. I am authorized to make this Affidavit and have personal knowledge of the facts stated herein. I am over 18 years of age and competent to give testimony. I have never been convicted of a felony or crime of moral turpitude and I am not disqualified from giving testimony in this matter now pending before the court."

2. "That the Plaintiff advanced credit to the or for the Defendant, SKYLAR BRAXTON , for account number 1907310458 as fully set forth in the statement or documents attached hereto."

3. "That numerous statements of account were sent to the Defendant showing the balance due and requesting payment."

4. "That the Defendant failed and refused to pay the account, and is indebted to Plaintiff in the sum of \$2,536.13 after all lawful offsets and credits have been allowed."

5. "That Plaintiff, in the regular and ordinary course of its business, maintains records of its dealings with those to whom Plaintiff extends credit; that the records are made at or near the time of the transaction or events recorded and the records are made by those who have knowledge of the transactions or events recorded."

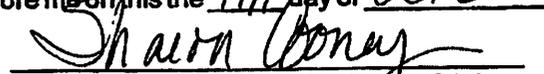
6. "I have care, control and custody of the records of the Defendant's account with Plaintiff and a true and correct copy of the records are attached hereto, showing that Defendant is indebted to Plaintiff, in the amount herein above stated."


AFFIANT

STATE OF ARIZONA §
 §
COUNTY OF PIMA §

BEFORE ME, the undersigned authority, on this day personally appeared Francine McShea, after being duly sworn, stated on her oath as is reflected above, following which Francine McShea subscribed her name in my presence.

SUBSCRIBED AND SWORN TO before me on this the 17th day of October, 2021.


Notary Public in and for the State of Arizona

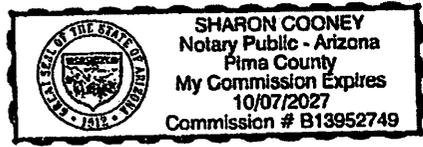


EXHIBIT B

Ledger Card

rpt_saLedgerCard.rpt
 SCOONEY

Enrollment: Medical Assistant Days 09

4/29/2021
 10:53:22AM

Student Name **Braxton, Skylar**

Address 15518 Eagle Valley Dr
 Cypress, TX 77429

Balance \$ 0.00

Student ID 1907310458

Current Status Withdrawn

Program Version Medical Assistant Days 09

Start Date 8/19/2020

LDA 9/29/2020

Graduation Date 6/15/2021

Date	Check/Ref	Enrollment	Term	Campus	Code	Pmt Per/Ay Pmt Per Start/End Dates	Description	Charges	Payments	Balance
8/19/2020	8/19/20ad	BR20075298 : Medical Assistant C		HOUSTON	BOOK		Books	623.00		623.00
8/19/2020	8/19/20ad	BR20075298 : Medical Assistant C		HOUSTON	REG		Registration Fee	150.00		773.00
8/19/2020	8/19/20ad	BR20075298 : Medical Assistant C		HOUSTON	TUIT		Tuition	14,620.00		15,393.00
8/19/2020	8/19/20ad	BR20075298 : Medical Assistant C		HOUSTON	CXX		Uniform Fee	165.00		15,558.00
10/28/2020	10/2/20ad	BR20075298 : Medical Assistant C	200819-24	HOUSTON	BOOK	PP2/Ay1	Books adj.	(478.75)		15,079.25
10/28/2020	10/2/20ad	BR20075298 : Medical Assistant C	200819-24	HOUSTON	REG	PP2/Ay1	Registration Fee adj.	(128.40)		14,950.85
10/28/2020	10/2/20ad	BR20075298 : Medical Assistant C	200819-24	HOUSTON	TUIT	PP2/Ay1	Tuition adj.	(12,514.72)		2,436.13
10/28/2020	10/2/20ad	BR20075298 : Medical Assistant C	200819-24	HOUSTON	CAX	PP2/Ay1	Cancel Fee	100.00		2,536.13
3/31/2021	fm	BR20075298 : Medical Assistant C	PERP	HOUSTON	CBD	PP2/Ay1	Bad Debt Write Off	(2,536.13)		0.00
Student Totals:								\$0.00		\$0.00

EXHIBIT B