

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

FEDERAL TRADE COMMISSION

Plaintiff,

v.

SOLLERS, INC., a corporation, and

SOLLERS EDUCATION LLC, a limited liability  
company, also d/b/a Sollers College,

Defendants.

Case No.       F Y      

COMPLAINT FOR PERMANENT  
INJUNCTION, MONETARY  
RELIEF , AND OTHER RELIEF

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), for its Complaint  
alleges:

1. The FTC brings this action under Sections 5(a), 13(b), and 19 of the Federal  
Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a), 53(b), 57b, and the Trade Regulation  
Rule Concerning Preservation of Consumers’ Claims and Defenses (“Holder Rule”), 16 C.F.R.  
Part 433, which authorize the FTC to seek, and the Court to order, permanent injunctive relief,  
monetary relief, and other relief from Defendants’ acts or practices in violation of Section 5(a) of  
the FTC Act, 15 U.S.C. § 45(a), and in violation of the Holder Rule in connection with their

### SUMMARY OF CASE

2. Defendants operate Sollers College, for-profit school in New Jersey, primarily focused on short-term certificate programs in the fields of information technology and life sciences.

3. Since at least 2018, Defendants have used false or unsubstantiated representations to convince consumers to enroll at Sollers College. Specifically, Defendants lure consumers with inflated job placement rates and by falsely representing their relationship with prominent employers create jobs for their graduates.

4. Defendants also have encouraged students to pay their education using income share agreements ("ISAs"). ISAs are a financing option where students pay the cost of attendance by agreeing to pay the school a share of their future income.

5. Defendants' ISAs are unlawful because they omit legally mandated disclosures that contain key consumer protections.

### JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1331, 1332(a), (c) (08/18/2023 10:17:05 AM -0400)



### COMMON ENTERPRISE

11. Defendants Sollers Inc. and Sollers College (collectively, “Sollers”) have operated as a common enterprise while engaging in the deceptive practices and other violations of law alleged below. Sollers has conducted the business practices described below through interrelated companies that have common ownership, officers, office locations, and any real distinction. Because Sollers, Inc. and Sollers College have operated as a common enterprise, each of them is liable for the acts and practices alleged below.

### COMMERCE

12. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce. “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

### DEFENDANTS’ BUSINESS ACTIVITIES

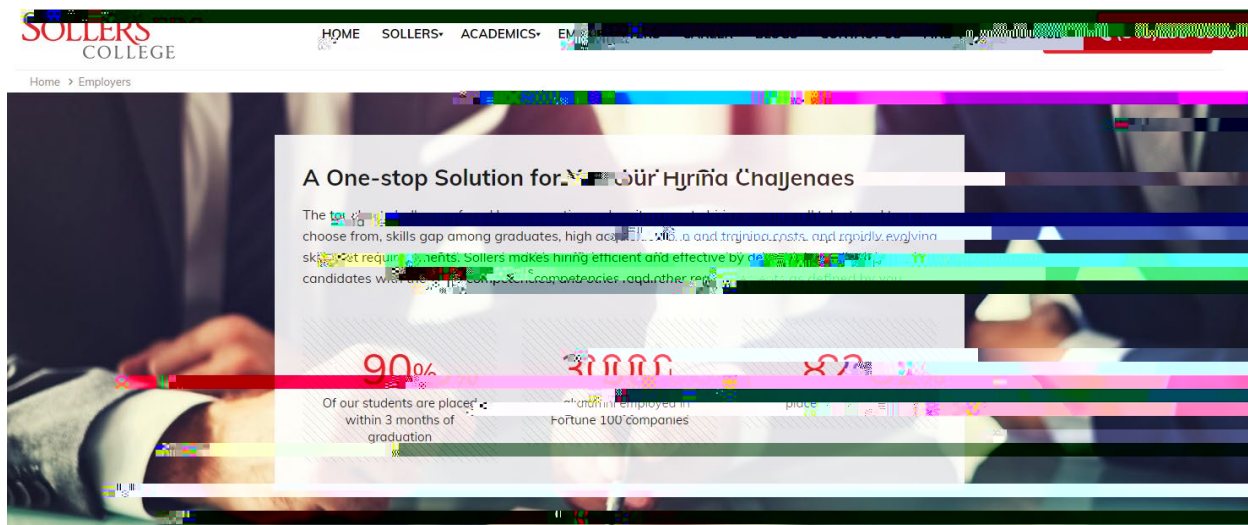
#### Overview of Defendants’ Business

13. Defendants operate Sollers College, a profit school with a single campus in New Jersey as well as online course offerings. Defendants target consumers who have some education or work experience and are seeking a career change, claiming to “upskill[] America for the jobs of the future.”

14. Defendants offer, among other things, short-term certificate programs in the fields of information technology and life sciences with durations ranging from a few weeks to several months. Examples of courses they offer include big data engineering, clinical trial management, and drug safety. Defendants charge consumers a tuition ranging from \$4,000 to \$27,000, depending on the program selected.



17. Similar job placement claims have been repeated throughout Sollers' website, www.sollers.edu. For example, clicking on the "Employers" tab on Sollers' main navigation bar would bring consumers to a webpage, www.sollers.edu/corporate-partners, where the statement "90% of our students are placed within 3 months of graduation" was prominently displayed in large red text.



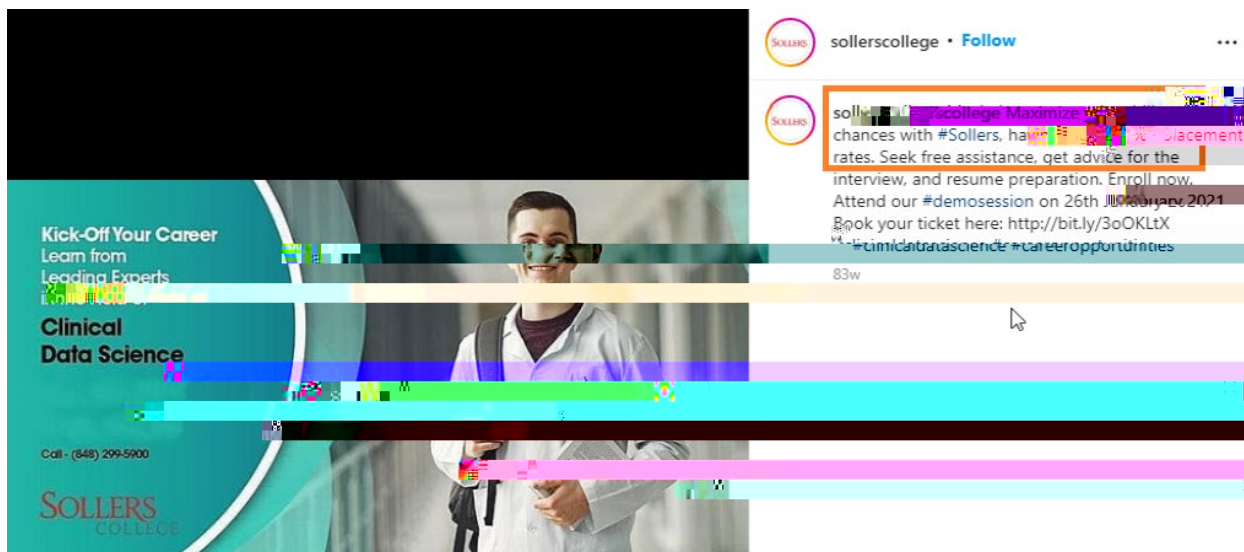
Ex. 2

18. Likewise, the claim that Sollers "record[s] an 82% placement rate within three months of graduation" (orange box added for emphasis) has appeared on Sollers' "Testimonials" (www.sollers.edu/testimonials) and "Success Stories" (www.sollers.edu/successstories) webpages.









Ex. 6

21. Sollers has also sent emails to prospective students claiming to have a “perfect” success rate in placing graduates of training programs in jobs.

22. Defendants have possessed no reasonable basis for their 80%, 82%, 90%, or “near perfect” job placement claims, much less that they are able to do so within 3 months of graduation. Defendants inflate the number of students they claim to “place” by including anyone who does not communicate with Sollers after graduation. In addition, Sollers does not generally track the employment start date for its students and thus, lacks the information needed to support its claim that students were placed in jobs within 3 months of graduation.

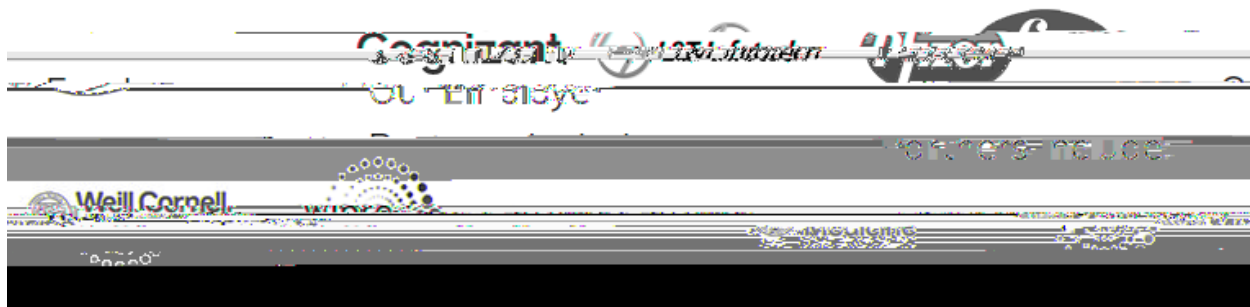
23. In fact, even using the data Sollers possesses, the job placement rate for Sollers graduates is substantially lower than the 80%, 82%, 90% or “near perfect” rates featured prominently on its website and in its advertising campaigns. For example, while the placement rates for graduates of Sollers’ IT programs have improved in recent years, Sollers’ own data suggests that the current job placement rate for graduates of Life Sciences programs remains as low as 52%.

24. Job placement rates are material to consumers who, during the admissions process, routinely ask questions about how their training will affect their ability to obtain a job. Sollers has highlighted its job placement rate throughout its website and in its advertisements indicating that such information is relevant to a consumers' selection of a school. Consumers knew that the job placement rate was lower than advertised, it would likely affect their conduct, including whether to attend Sollers.

#### Employer Partnership Misrepresentations

25. Sollers also has represented on its website that its partnerships with leading businesses in the clinical research, drug safety and information technology fields result in jobs for its graduates at companies such as Pfizer, Weill Cornell Medicine, and Infosys.

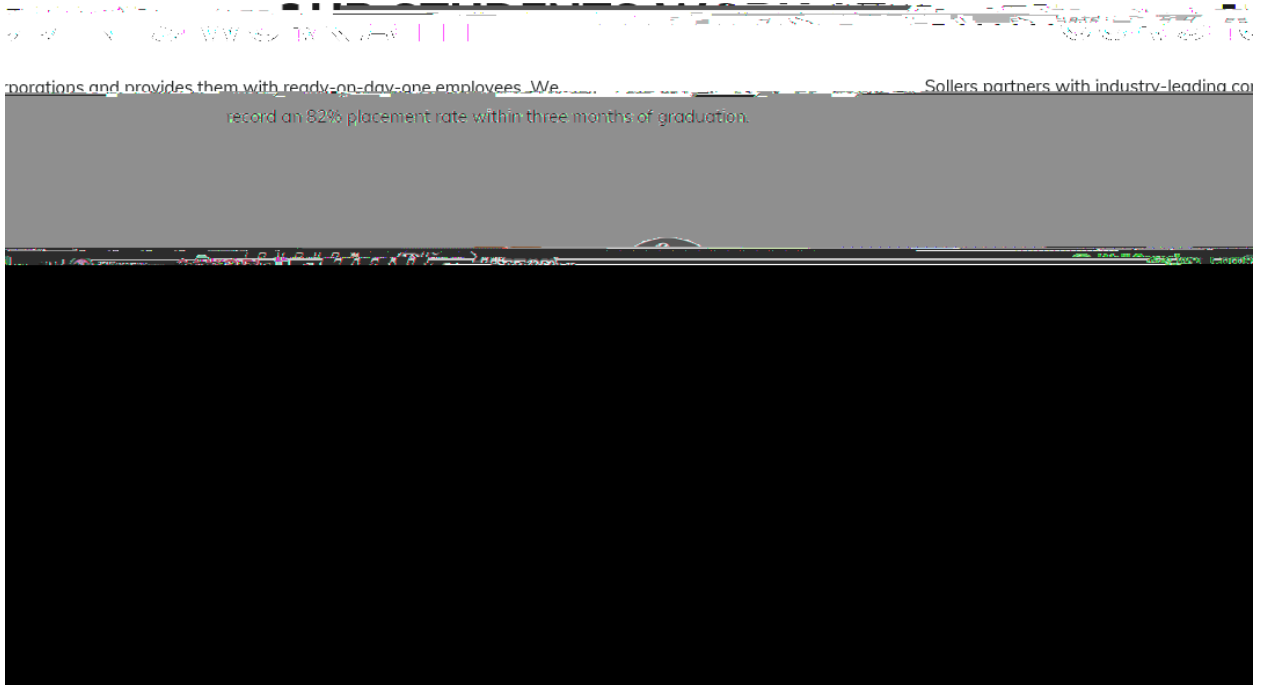
26. For example, navigating to the "Testimonials" ([www.sollers.edu/testimonials](http://www.sollers.edu/testimonials)) or "Success Stories" ([www.sollers.edu/success-stories](http://www.sollers.edu/success-stories)) webpages from Sollers' home page main navigation bar brings a consumer to webpages that, at various times, have listed Cognizant, L&T Infotech, Pfizer, Weill Cornell Medicine and Wipro as "Our Employers"



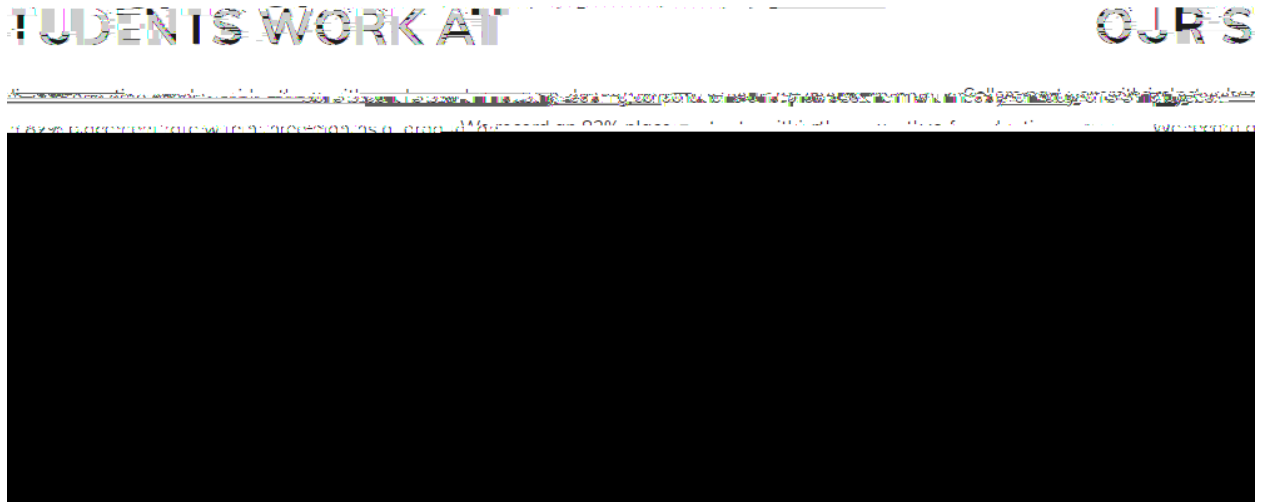
Ex. 7



28. The main webpages for information technology and life sciences programs accessible by clicking red “browse courses” buttons on Sollers’ main webpage, once again highlighted the businesses that Sollers claims to “partner” with in close proximity to its claim that they have an “82% placement rate.”



Ex. 9



Ex. 10

29. Finally, the “Corporate Partners” page, which has been accessible from the main navigation bar or by clicking a red button labeled “our partners” on Sollers’ main webpage, also has displayed prominently the logos of over a dozen different leading businesses in the



wake of those letters, and after becoming aware of the FTC's investigation, Sollers removed these and a few other employer logos from some, but not all, places on its website.

32. Employer partnerships that result in jobs are material to consumers who, during the admissions process, routinely ask questions about the employment outcomes and job prospects of Sollers graduates. Sollers' decision to prominently and repeatedly display the logos of well-known companies on its website demonstrates that Sollers was aware that its relationship with a well-respected employer would be a key factor in a consumer's decision to attend. If consumers knew that such employment partnerships were nonexistent, it would likely affect their decision making, including whether to attend Sollers.

33. Students have complained to Sollers that they had been misled about job placement rates, including via the Washington Attorney General's Office.

#### Use of Illegal Consumer Credit Contracts

34. Sollers has encouraged students to pay for their education via insurance agreements ("ISAs") that do not cost less than the cost of the education. SOLLERS [(pl)-(t)-2 ( d7d)2.1 1 (nd , .6im-2.3 Td [ [ [ [D (r)3 [(pl)-(t)





42. Approximately 90% of students who entered into ISAs with ~~Solara~~ either actively in repayment

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### Count I

48. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of educational services, including through the means described in Paragraphs 6 - 24, Defendants represented directly or indirectly, expressly or by implication that the vast majority of Sollers' graduates (such as 80%, 82%, or 90%) are placed in jobs including within three months of graduation.

49. The representations set forth in Paragraph 48 are false or misleading or were not substantiated at the time the representations were made.

50. Therefore, the making of the representations as set forth in Paragraph 48 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. §45(a).

### Count II

51. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of educational services, including through the means described in Paragraphs 25 - 33, Defendants represented directly or indirectly, expressly or by implication, that Sollers College's partnerships with prominent employers such as Pfizer, Weill Cornell Medicine, and Infosys result in jobs for its graduates at those companies.

52. The representations set forth in Paragraph 51 are false or misleading or were not substantiated at the time the representations were made.

53. Therefore, the making of the representations as set forth in Paragraph 51 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

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59. The Holder Rule prohibits sellers from taking or receiving a consumer credit contract which fails to contain the following provision in at least ten point, bold face type:

NOTICE

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 AMOUNTS PAID BY THE DEBTOR HEREUNDER.

16 C.F.R. § 433.2(a)

60. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Holder Rule constitutes an unfair or deceptive act or practice in violation of Section 5(a)(1) of the FTC Act, 15 U.S.C. § 45(a)(1).

Count III

61. In numerous instances, in connection with the selling or offering for sale of goods or services to consumers in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44, Defendants have violated the Holder Rule by taking or receiving consumer credit contracts without the Notice required by 16 C.F.R. § 433.2(a).

CONSUMER INJURY

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PRAYER FOR RELIEF

Wherefore, Plaintiff requests that the Court:

- A. Enter a permanent injunction to prevent future violations of the FTC Act and the Holder Rule by Defendants;
- B. Award monetary and other relief within the Court's power to grant;
- C. Award any additional relief as the Court determines to be just and proper.

