STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, Plaintiff, v. PREHIRED, LLC, a Delaware limited liability company; PREHIRED RECRUITING, LLC, a Delaware limited liability company; PREHIRED RECRUITING, LLC, a Florida limited liability company; PREHIRED ACCELERATOR, LLC, a Florida limited liability company; AND JOSHUA JORDAN, an individual, Defendants.	NO. **COMPLAINT**

I. INTRODUCTION

1.1 This action arises out of Defendants' violations of the Consumer Protection Act, RCW 19.86 (CPA), and the Private Vocational Schools Act, RCW 28C.10 (PVSA), in connection with their unfair and deceptive advertising, recruiting, and lending practices targeting Washingtonians looking for work, and unfair and deceptive methods used to enforce and collect upon unenforceable financing agreements.

1.2 Defendants operate a for-profit vocational training program, which is required to have a license under Washington law. Defendants failed to obtain the required license. Despite this, Defendants made offers, advertisements, solicitations to, and contracted and

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otherwise did business with Washington residents in an unfair and deceptive manner. Defendants advertised their program in the "Jobs" section of popular websites such as Craigslist.com, misleading consumers to believe they were applying for a job interview instead of a training program. Defendants represented to consumers that their exclusive, selective training program would lead to a "6-figure sales career," and that more than 90% of its graduates have found jobs earning an average of $69,000 in their first year. In reality, Defendants artificially inflated these figures by, among other things, involuntarily separating certain students from the program, without refunding their tuition.

1.3 The price of Defendants' full program varied over time, from approximately $2,500 in 2018, to $15,000 in 2019. Defendants encouraged Washingtonians who could not afford this sum to finance their training program via an "Income Sharing Agreement" (ISA), a type of student loan. Depending on the year offered, Defendants' ISAs required consumers to make minimum payments equal to between 12.5% and 16% of their gross income for 4 to 8 years or until they have paid a total of $30,000, whichever is sooner. Defendants failed to advise consumers about the cost of these loans, and deceptively represented that the ISAs are not loans. Defendants also represented that consumers would pay nothing until they got a job and "partner[ed] with" Defendants in their career. However, Defendants required consumers to pay even if they never got a job Defendants purported to trained them for, and calculated minimum monthly payments based on projected income not actually earned by the consumers.

1.4 Under Washington law, Defendants' financing agreements are unconscionable and unenforceable because, among other things, Defendants lacked the requisite license to conduct business of any kind in Washington. Despite this, Defendants proceeded to collect payments and file debt collection actions against consumers based on these unconscionable and unenforceable agreements.

1.5 Plaintiff, the State of Washington, files this enforcement action to prevent and remedy Defendants' unfair and deceptive business practices and vindicate the public interest.

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1.6 The State alleges the following on information and belief:

II. JURISDICTION AND VENUE

2.1 The State of Washington files this Complaint to enforce the CPA, RCW 19.86, and the PVSA, RCW 28C.10, against the operator of a private vocational school and its agents, arising out of Defendants' business, offers, advertisements, solicitations, and contracts with Washington residents. RCW 28C.10.150. The King County Superior Court has jurisdiction under these statutes, as well as RCW 2.08.010 and RCW 7.24.010.

2.2 Venue is proper in King County Superior Court pursuant to RCW 4.12.020 and RCW 4.12.025.

2.3 Defendants have engaged in the conduct set forth in this Complaint in the State of Washington, including King County, where they directed their solicitations and entered into contracts with Washington residents.

2.4 At least one of Prehired's agents is a Washington resident, and signed contracts with certain consumers on behalf of Prehired while located in Washington.

III. PLAINTIFF

3.1 The Plaintiff is the State of Washington.

3.2 The Attorney General has the authority to commence this action pursuant to RCW 19.86.080, RCW 19.86.140, and RCW 28C.10.190 to address practices that violate the CPA and/or the PVSA relating to private vocational schools' business, offers, advertisements, solicitations, and contracts with Washington residents.

IV. DEFENDANTS

4.1 Defendant Prehired, LLC (Prehired) is a Delaware limited liability company with its principal place of business located at 8 The Green, Suite 10588 Dover, DE 19901.

4.2 Prehired also has offices at 4900 O'Hear Avenue, Suite 100, North Charleston, SC 29405.

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4.3 At least one of Prehired's agents is located in Washington, and has signed contracts on behalf of Prehired in Washington.

4.4 Defendant Prehired Recruiting, LLC, is a Delaware limited liability company with its principal place of business located at 4900 O'Hear Avenue, Suite 100, North Charleston, SC 29405.

4.5 Defendant Prehired Recruiting, LLC is a Florida limited liability company with its principal place of business located at 7901 4th St. N., Suite 300, Saint Petersburg, FL 33702.

4.6 Defendant Prehired Accelerator, LLC is a Florida limited liability company with its principal place of business located at 7901 4th St. N., Suite 300, Saint Petersburg, FL 33702.

4.7 Defendant Joshua Jordan (Jordan) is a resident of South Carolina, and the founder, owner, and operator of all the corporate Defendants. At all relevant times, Jordan formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices alleged in this Complaint.

4.8 Jordan owns an interest in all the corporate Defendants, and personally attempts to secure enrollment of Washington residents in Prehired's Program, and collect payments from Washington residents.

4.9 At all times relevant to this action, Defendants, and each of them, have been engaged in trade or commerce within the meaning of RCW 19.86.010(2).

V. FACTUAL ALLEGATIONS

A. Prehired is an Unlicensed Private Vocational School

1. Prehired offers vocational training for software sales representatives

5.1 Prehired operates a 12-week online training program in which it offers to train consumers in Washington and around the country to prepare them for entry-level positions as software sales development representatives, or "SDRs."

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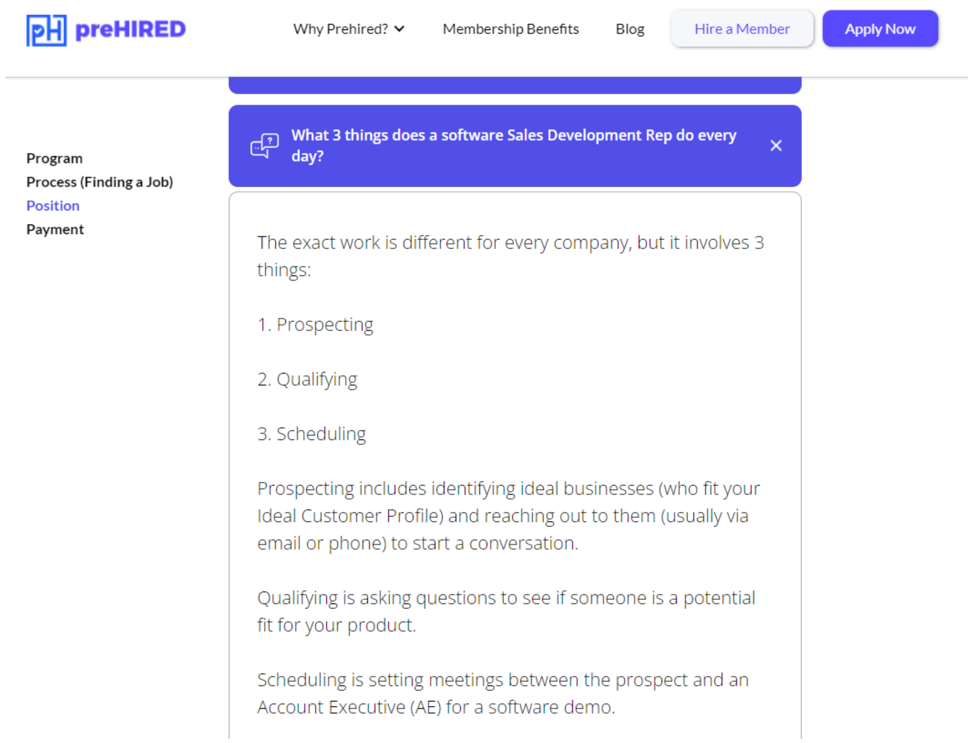
5.2 SDRs are responsible for locating, researching, and contacting potential clients for the products or services sold by the company for which they work. An SDR's primary objective is to schedule a meeting between a prospective customer and an account executive for a software demonstration.



5.3 Many SDR positions require little or no prior sales experience or training.

5.4 Prehired's program (the "Program") primarily consists of its online course content and access to mentoring support, all with the goal to help enrolled consumers obtain a job in software sales, even if they have no prior experience.

5.5 As of May 2018, Prehired's program included (1) approximately 15 hours of video, recorded by Jordan and made available to students via the internet; (2) approximately 30 "scripts, templates and checklists;" (3) access to Prehired's group on the social media platform LinkedIn; and (4) access to mentoring by its staff, including via phone, email, and online chat.

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2. Prehired holds itself out as a vocational school

5.6 Prehired's Program is a postsecondary education program, consisting of courses, training, instruction or study, offered to consumers on a fee basis, for the purpose of instructing, training, or preparing consumers for the profession of software sales representative.

5.7 In or about 2018, Prehired advertised itself as a "sales training and job placement program." At that time, Prehired encouraged consumers to "[e]nroll now and join the ranks of our certified Science-Based Sales graduates and start your six-figure career in tech sales!"

5.8 Prehired has been listed on CareerKarma.com as a "Top Tech Sales Bootcamp."

5.9 By 2022, Prehired began describing its Program as a "membership association" with "lifetime benefits," and a "members-only workforce accelerator," without making any significant changes to the substance of the Program.

5.10 Agreements between Prehired and its students describe Prehired's program as "higher education or training."

5.11 Prehired solicited and encouraged consumers, including Washington consumers, to enroll in its Program.

3. Prehired requires students to sign one-sided membership agreements

5.12 In its advertising, Prehired claims its program fits consumer's schedules, even if they already have "a house full of kids, or other commitments." Prehired specifically targets "underrepresented groups" and military veterans with its advertising.

5.13 As part of its enrollment process, Prehired requires consumers to sign a Membership Agreement (MA). Most students are also enticed to sign Income Sharing Agreements (ISA) to finance the cost of Prehired's program.

5.14 The MA describes the student and school responsibilities and obligations. At least one of Prehired's form MAs[1] provides that its "Program consists of 2 core components:

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[1] Prehired has used several different forms for its MAs and ISAs over time.

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Coursework Assignments (CAs) and the Career Search Process (CSP)."

5.15 Prehired's form MA provides that if its terms conflict with terms set out in its ISA, the terms of the MA, which often are less favorable to the consumer, shall govern and control.

5.16 Prehired's form MAs and ISAs are replete with unfair, one-sided, and self-serving provisions that favor Defendants.

5.17 Many of these provisions are hidden deep within the agreements, and not called to the consumer's attention in any meaningful way.

5.18 Some of these provisions are in conflict with Washington law. For example, RCW 28C.10.050(2)(b) provides that the minimum standards for private vocational school operations in Washington include compliance with "a uniform statewide cancellation and refund policy as specified by" Washington's Workforce Training and Education Coordinating Board (WTECB). WAC 490-105-130 implements this statute by setting forth the minimum refund and cancellation policies.

5.19 However, Prehired's MAs provide a very limited refund, to consumers who cancel within seven days of enrollment and have not completed more than 20% to 30% of the online Program content.

5.20 Moreover, Prehired's form MA contains a provision allowing Prehired to involuntarily separate a student from its Program if the student violates any of its requirements, while retaining the right to collect full payment from the student.

5.21 Prehired's requirements are so onerous and subjective that they essentially permit Prehired to separate students from its Program at will while still collecting full payment, and provide no meaningful rights or recourse to the student.

5.22 Prehired's form MA states that enrolled consumers must follow Prehired's Code of Conduct "or otherwise be subject to withdrawal from Prehired and/or loss of membership privileges."

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5.23 Prehired's form MA contains a section entitled "Code of Conduct," which purports to require enrolled consumers to do the following:

a. Be "open-minded and coachable;"

b. "Follow instructions without being told the same thing multiple times;"

c. Respond to all Prehired communications, whether via text, email, or phone call, within 24 hours (excluding non-business days)[2] until the termination of the MA;

d. "Relinquish control to improve their performance;" and

e. "Accept feedback without becoming ruffled, angry or dejected."

5.24 Prehired also publishes an online version of its "Code of Conduct."

5.25 As of at least February 18, 2022, the online version of Prehired's Code of Conduct included the following language:

> Member hereby promises to not make or publish any statement (orally, electronically or in writing), or instigate, assist or participate in the making or publication of any statement, which would or could be reasonably likely to libel, slander or disparage (whether or not such disparagement legally constitutes libel or slander), expose to hatred, contempt or ridicule, or otherwise reflect negatively upon or to the detriment of Prehired, Prehired staff, or Prehired Members.

5.26 The above provision did not appear in the online version of Prehired's Code of Conduct as of June 16, 2021.

5.27 At least some of Prehired's form MAs purport to include Prehired's Code of Conduct, but do not contain the foregoing provision.

5.28 In addition, Prehired's form MA purports to require enrolled consumers to do the following:

a. Maintain strict confidentiality, and not discuss "any matters affecting or

[2] Some Prehired forms purport to require consumers to respond to Prehired's communications within two business days, instead of 24 hours exclusive of non-business days.

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relating to the Program," with any other person;

b. Work for any Prehired competitor for one year after the termination of the MA;

c. Arbitrate claims arising out of the MA under the auspices of the American Arbitration Association in accordance with its Consumer Arbitration Rules;

d. Waive their right to pursue a class action against Prehired; and

e. Waive their right to a jury trial.

5.29 Prehired also requires consumers to sign a consent form indicating that if they have an unpaid balance and fail to make satisfactory payment arrangements, their account "may be placed with an external collection agency," and they will become responsible for fees and costs associated with collection.

5.30 Prehired's mandatory consent form also provides consent for Prehired's collection agents to contact the consumer by telephone, text message and email, using pre-recorded messages and automatic dialers.

5.31 At least one of Prehired's form MAs also states that if a consumer fails to comply with ISA requirements, Prehired may accelerate the ISA and collect $30,000 in 48 equal monthly installments of $625 per month.

5.32 Prehired has informed at least two Washington consumers of such an acceleration.

4. Prehired entices most students into predatory student loans in the form of ISAs

5.33 As of at least July 2019, Prehired began offering consumers to finance the cost of its Program with an ISA.

5.34 ISAs are a form of consumer credit under which borrowers repay the loan obligation in regular installments over a period of time. Under a typical ISA, in exchange for

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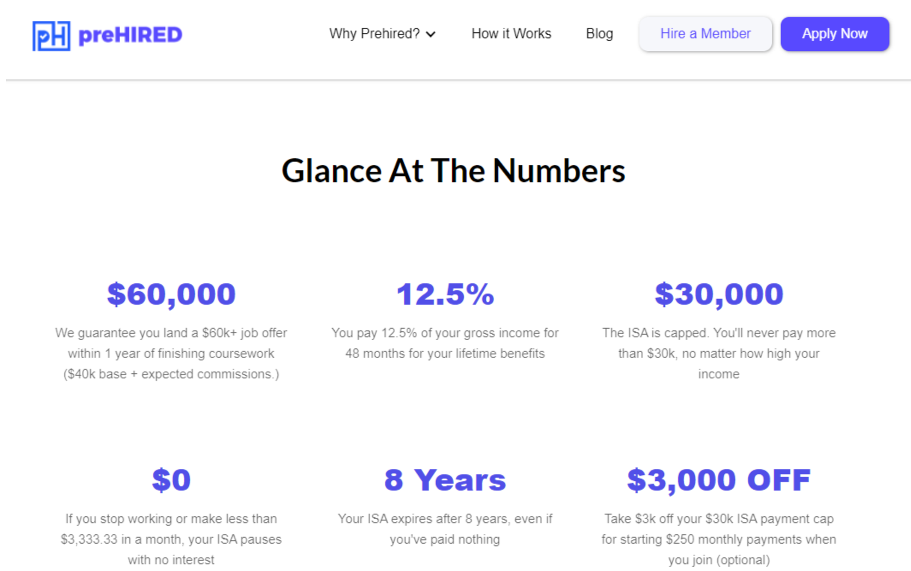
money up front, borrowers agree that once their income exceeds an income threshold, they will make payments based on a percentage of their income until either: (i) they meet a payment cap or (ii) a period of years elapses.

5.35 ISAs are often marketed as an alternative to conventional private student loans.

5.36 The United States Department of Education and the federal Consumer Financial Protection Bureau (CFPB) have found that ISAs used to finance expenses for postsecondary education are private education loans.

5.37 Prehired offered and provided ISAs to consumers to help pay for postsecondary education expenses. As of at least November 2020, Prehired's website indicated that its ISA requires consumers to pay 12.5% of their gross income for 48 months, up to a total of $30,000.



5.38 Prehired's form agreements deceptively state that an ISA "is not a loan, and does not create any debt;" that an ISA "is not credit or a loan;" and that an ISA "is different from a loan . . . ."

5.39 Prehired's form ISA provides that the agreement "is governed by the laws of New York and, only to the extent required by applicable law, the laws of the jurisdiction where you reside, and not the conflicts of law principles of any jurisdiction."

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5.40 Washington's RCW 28C.10.170 provides that any contract relating to payment for education at a private vocational school, or related evidence of indebtedness is voidable at the option of the student if it provides that the law of another state shall apply, among other things. The same statute also provides that if the consumer enters into such a contract while they are a Washington resident, then the contract is unenforceable in the courts of this state unless the school was licensed at the time the contract was entered into. RCW 28C.10.170-180.

5.41 Prehired does not advise Washington students of their rights under Washington law, including the option to void a contract containing a foreign choice of law provision.

5.42 As of May 2018, at least one Washington consumer had enrolled in Prehired's Program by entering into a contract with Prehired.

5.43 By April 2022, at least 30 Washington consumers had enrolled in Prehired's Program by entering into contracts with Prehired.

5. Despite operating in Washington as a private vocational school, Prehired is not licensed

5.44 RCW 28C.10.60 requires any entity desiring to operate a private vocational school by offering any class, course, or program of training, instruction or study to Washington residents to apply for a license.

5.45 RCW 28C.10.090 prohibits a private vocational school, whether located in or outside Washington, from conducting business of any kind, making any offers, advertising, soliciting or entering into any contracts without a license.

5.46 Prehired is a private vocational school within the meaning of RCW 28C.10.

5.47 Prehired has never applied for a license pursuant to RCW 28C.10.60.

5.48 At no time relevant hereto has Prehired had a license pursuant to RCW 28C.10.60.

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B. Defendants' Unfair and Deceptive Advertising and Recruiting Practices

5.49 Through various forms of advertising, Defendants misrepresented to consumers that completion of Prehired's Program would lead to employment with compensation of $60,000-$80,000 in year one, and over $100,000 after one year on the job.

5.50 Prehired began advertising its Program to the public, including Washington consumers, beginning at least in May 2018. At that time, Prehired represented to consumers that they could "Go from zero to your $100,000+ sales career in 40 hours," and that "96% get hired."

5.51 Prehired's pricing has varied over time. In May 2018, the cost of Prehired's full Program was $2,497. At that time, Prehired also offered consumers the option to purchase only Modules 1 through 5, consisting of approximately 7 hours of online videos, for $697.

5.52 In 2020, Prehired offered its online videos alone for $4,997 or in three payments of $1,997 each.

5.53 As of at least July 2019, Prehired began indicating to consumers, including Washington consumers, that the cost of its full Program was $15,000.

5.54 Despite the variable upfront listed price from $2,497 to $15,000, Prehired's ISA contracts required students to repay Prehired up to $30,000. If a student obtained a $60,000 per year job, 48 payments at 12.5% would also equal $30,000. The least amount a student would pay was $20,000, if they only obtained job at $40,000 per year.

5.55 Prehired advertised that its ISAs had no interest, but Prehired's repayment cap included a return of anywhere from 1200% (from the cost of $2,497 in 2018) to 100% (for the $15,000 listed cost in 2020).

5.56 Additionally, Prehired has consistently made extravagant claims about the earning potential for its members. In or about November 2018, Prehired's website stated: "We will teach you how to get a $100,000+ sales career in six weeks," and invited consumers to "Learn How to Get A Job At Companies Like: Amazon, Google, Slack, Outreach, Zillow," among others.

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5.57 In or about May 2022, Prehired's website contained the following prominent statements: "Your 6-Figure Sales Career Starts Here," "After 12 weeks, Prehired members average $69,000 in their first year with 6-figure potential after that," and "Start with zero upfront cost and a job guarantee."

5.58 As of May 2022, Prehired's website also stated that (a) more than 90% of Prehired members are hired within 12 months; (b) the average first year income is $69,000 "with a six-figure potential for this career path"; and (c) the minimum offer is $60,000, described as a $40,000 plus base salary.

5.59 In a video featured on Prehired's website, Jordan states that "people that we help in our program average $73,000 in their first year right out of our program." He also states that it takes only 12 to 13 weeks for Prehired's students to receive a signed offer for that amount, even before they complete the program.

5.60 Prehired has also consistently misrepresented how difficult admissions into its program are. As of at least May 2020, Prehired began to advertise that it admits fewer than 5% of applicants into its program. Prehired has continued to make this claim through at least May of 2022.

5.61 Prehired has advertised to consumers, including Washingtonians, through postings in the "Jobs," section of Craigslist.com.

5.62 Prehired also has advertised to Washington consumers through LinkedIn.com, Facebook.com, and through its own website.

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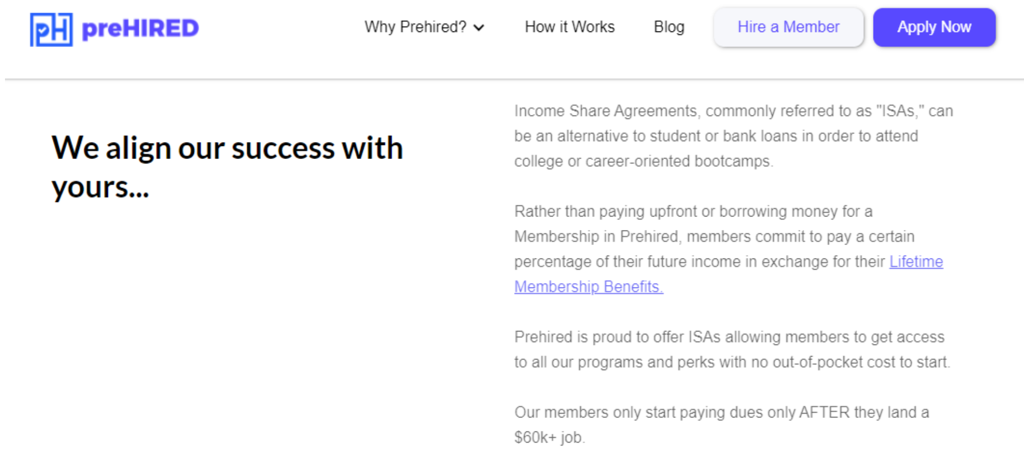
C. Defendants' Unfair and Deceptive Practices in Advertising and Originating ISAs

5.63 As of at least November 2020, Prehired's website stated: "Our members only start paying dues only[3] AFTER they land a $60k+ job."



5.64 As of June 2021, Prehired's website homepage stated: "After 12 weeks, Prehired members average $73,000 in their first year with 6-figure potential in their second year. Start for $0 down."

5.65 In addition to its claims about earning potential, since at least 2020, Prehired also offered consumers a job guarantee.

5.66 As of January 2022, Prehired's website homepage stated: "After 12 weeks, Prehired members average $69,000 in their first year with 6-figure potential after that. Start with zero upfront costs and a job guarantee."

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[3] *Sic.*

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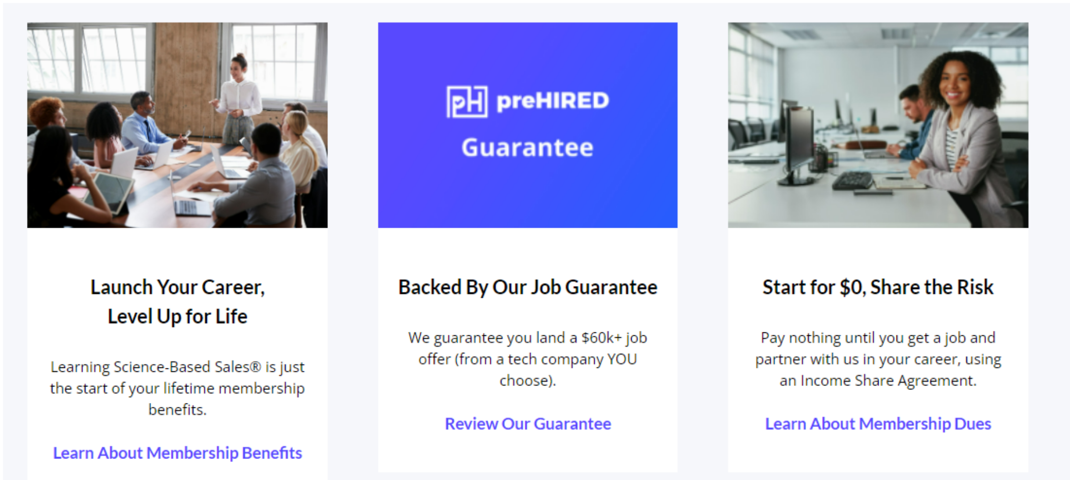
5.67 On the same homepage, Prehired stated: "Backed by Our Job Guarantee … We guarantee you land a $60k job offer (from a tech company YOU choose) . . . Start For $0, Share the Risk … Pay nothing until you get a job . . . ."



5.68 Together, these representations create a deceptive impression that a consumer would not need to make any payments toward Prehired's Program unless and until they received a job offer from a tech company with compensation of at least $60,000 per year.

5.69 This representation is misleading.

5.70 Moreover, both Prehired's form MA and its form ISA contradict the representations on its website that Prehired students would pay nothing to Prehired until they get a job offer that pays $60,000 per year.

5.71 The express terms of the ISAs require payment payments are due when the borrower's income meets or exceeds the Minimum Threshold ("Floor") of $3,333.33 on a monthly gross pre-tax basis (the equivalent of $40,000 per year), and that monthly payments are $0 when the consumer's monthly income is less than the Floor. This is some $20,000 less than stated in the guarantee.

5.72 Moreover, terms of the membership agreement allow Prehired invoke the payment obligation if the consumer makes as little as $30,000 per year. It further provides that

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"Members who do not complete the 12 month CSP will have an Income Floor of $2,500/month (i.e. $30,000/year)."

5.73 In some cases, Prehired has unilaterally adjusted the ISA Floor on consumer accounts in its ISA servicing system from $40,000 to $30,000 on the purported grounds that the borrower failed to accept a bona fide offer before the completion of their CSP.

5.74 In addition, buried in the fine print in Prehired's form MA is a provision that states Prehired students must also **"receive a bona fide offer**," in addition to completing "the 12-month CSP," in order to have their Floor raised to $40,000.

- **Income Floor: For Members who complete the 12 month Career Search Process (CSP) and receive a bona fide offer, you will only make monthly payments when your pre-tax earnings are *greater than* $3,333/month (i.e. $40,000/year). When you're earning *less than* the Floor, your payments are automatically suspended. Members who do not complete the 12 month CSP will have an Income Floor of $2,500/month (i.e. $30,000/year).**

5.75 Prehired requires its students to accept any "bona fide offer."

9. Our Member Success Guarantee is a guarantee of a bona fide offer, not your "dream" offer. If you decline to accept a bona fide offer, you will void the Guarantee.

5.76 Under these terms, no consumer's ISA Floor could ever be set at $40,000 per year, because by Prehired's own definition, any offer below $60,000 per year is not a "bona fide offer." This creates the untenable situation that a student making $40,000 per year is obligated to pay, but the guarantee is inapplicable, making the guarantee illusory.

5.77 At least one Washington consumer has signed Prehired's form MA containing these provisions.

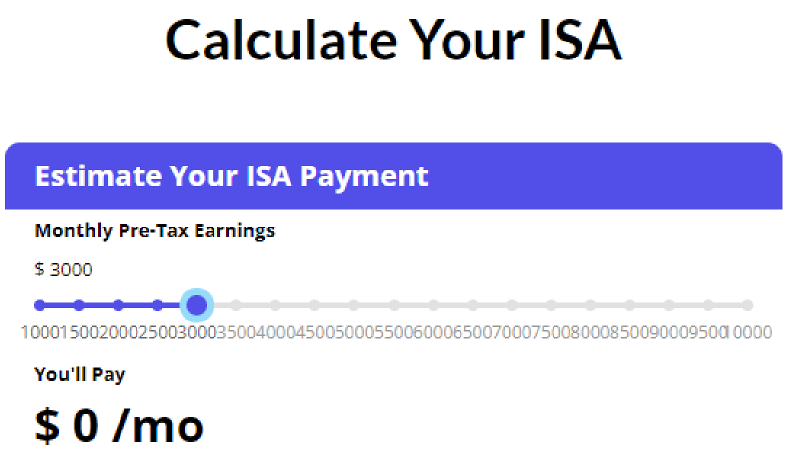
5.78 At least some of Prehired's form MAs and form ISAs conflict with one another by specifying different income thresholds for triggering payment obligations under the income-sharing arrangement.

5.79 At least one Washington consumer has signed an MA and an ISA containing the terms set forth above on the same day.

5.80 Defendants have collected payments from consumers, including Washington consumers, who have not obtained the type of job offer Prehired advertised.

D. Prehired's Deceptive ISA Payment Calculator

5.81 As of at least August 2020, Prehired's website contained an ISA payment calculator tool, which invited the user to "Estimate Your ISA Payment."



5.82 The tool displayed a horizontal line representing "Monthly Pre-Tax Earnings" between $1,000 and $10,000, with a pointer the user could toggle from side to side along the line. If the user set the pointer at the 1,000 mark along the line, the calculator displayed the following message: "You'll Pay $0/mo." If the user set the pointer at the 5,000 mark, the calculator displayed: "You'll Pay $625 / mo for 48 months." The following table represents select user input and corresponding output from the calculator tool:

Monthly Pre-Tax Earnings:	**You'll Pay:**
1,000	$0/mo
1,500	$0/mo
2,000	$0/mo
2,500	$0/mo
3,000	$0/mo
3,500	$438 / mo for 48 months

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4,000	$500 / mo for 48 months
4,500	$563 / mo for 48 months
5,000	$625 / mo for 48 months
8,000	$1000 / mo for 30 months
10,000	$1250 / mo for 24 months

5.83 According to Prehired's ISA payment calculator tool, consumers would pay $0 per month if they made $3,000 per month in pre-tax earnings, or $36,000 per year.

5.84 This representation conflicts with at least some of Prehired's consumer agreements, which in some circumstances require payments when the consumer makes as little as $30,000 per year gross.

5.85 This representation also conflicts with Prehired's regular practice of adjusting the ISA Floor in its servicing system from $40,000 to $30,000 in the purported grounds that that the borrower failed to accept a bona fide offer.

E. Prehired Fails to Include Legally Required Holder Rule Language In Its ISAs

5.86 Prehired has attempted to limit consumers' ability to protect themselves from its unlawful conduct. For example, Prehired has omitted language from its ISAs required by the Federal Trade Commission's "Holder Rule," which preserves consumers' claims and defenses against any subsequent purchasers of the ISAs.

5.87 The Federal Trade Commission's ("FTC") Rule on the Preservation of Claims And Defenses, known colloquially as the "Holder Rule," requires creditors who finance consumers' purchases of their goods and services to include the following language in the financial contract: "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…." 16 C.F.R. § 433.2(a) (emphasis in original).

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5.88 Prehired's ISAs issued to consumers, including Washington consumers, are a "financed sale" and a "credit sale" as those terms are defined and used in the Holder Rule. Therefore, the Holder Rule requires inclusion of the above-quoted language in Prehired's ISAs.

5.89 Prehired's ISAs issued to consumers, including Washington consumers, do not contain the required Holder Rule language.

5.90 Prehired's failure to include the required Holder Rule language in its ISAs is an unfair act or practice under the CPA, and a violation of Washington's public policy.

F. Prehired's Membership Agreements Contain Provisions Creating a False Impression of Student Satisfaction

5.91 Prehired has required consumers to publicly review its Program, in some cases before they complete the Program and have secured employment as an SDR.

5.92 As of at least May 2022, Prehired prominently displayed the following statement on its website: "500+ Reviews, Average 4.9 Star Rating."

5.93 At the same time, Prehired prohibits its enrolled consumers from publicizing statements that reflect negatively on Prehired, its staff, or its members.

5.94 Prehired has informed at least one Washington consumer who publicized a negative review of Prehired that the content of the review violated Prehired's terms and threatened to pursue legal action against the consumer. Prehired also has represented to at least one Washington consumer that jurisdiction for such an action is proper in Charleston, South Carolina.

5.95 Prehired's tactics create a deceptive impression for prospective students and the public that all or nearly all consumers who have enrolled in its Program are satisfied, when that is not the case.

G. Prehired Has Manipulated Student Income Reporting To Trigger Repayment

5.96 Prehired's form ISA requires consumers to report changes in income as they occur, and by April 30 of each year.

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5.97 Prehired agents have unilaterally increased the reported income on some borrowers' accounts in the middle of the calendar year in a manner that triggered increased payment obligations, without the borrower's knowledge.

5.98 Prehired agents have notated such adjustments with substantially the following: "Member has not done one or more of the following: Updated their employment status; uploaded paystubs for the previous month; submitted bank statements (if necessary). Therefore Prehired is updating their income to match the average members OTE earnings which is $72k. It is on the member to update and show proof."

H. Prehired's Job Guarantee Is Illusory And Is, Therefore, Deceptive

5.99 Prehired presents consumers with a "Job Guarantee," that they will "land a $60k+ job offer within 12 months of finishing coursework ($40k base + expected commissions)."

5.100 Initially, the Job Guarantee is designed to be incredibly onerous. Prehired requires consumers to apply to at least 25 jobs every week for up to 12 consecutive weeks as a condition of Program completion. Prehired refers to this as its "Career Search Process," or "CSP."

5.101 Some of Prehired's form agreements refer to the CSP as a "12-month CSP," whereas in others, the CSP is described as a 6- to 12-week process.

5.102 Prehired requires enrolled consumers to complete the CSP within 12 months of enrollment.

5.103 Prehired requires enrolled consumers to report their CSP progress by providing copies of applications, email communications, and calendars showing interview appointments.

5.104 In its form MA, Prehired represents that if a consumer follows the CSP, they "will receive job interviews for an SDR position, with total starting income of at least $60,000 On-Target Earnings (OTE), which includes a $40,000 minimum base salary for the first year." At least one of Prehired's form MAs defines this as a "bona fide offer." The same form MA also provides that if the consumer accepts a job that is not such a "bona fide offer," they will void Prehired's Job Guarantee.

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5.105 Thus, under Prehired's terms, a consumer is required to apply for up to 300 jobs, and to turn down job offers for up to three months if those offers do not meet Prehired's own definition of "bona fide offer."

5.106 Consumers who do not complete the CSP within 12 months (including those who are involuntarily separated by Prehired) are never eligible for release from the ISA under Prehired's Job Guarantee.

5.107 Prehired's form MA provides for additional criteria consumers must meet as pre-requisites for the Job Guarantee, including "working diligently," being "responsive," "engaging regularly with their Mentor and/or Advisors," and implementing the techniques as demonstrated by the Program.

5.108 Prehired's Job Guarantee criteria are too subjective to be consistently applied.

5.109 Prehired has not applied these criteria in a consistent manner to all enrolled consumers. Prehired's Job Guarantee is, in practice, illusory.

I. Defendants Engage in Unfair and Deceptive Practices in Seeking to Enforce Unenforceable ISAs

5.110 Prehired's ISAs are not enforceable against Washington consumers because, among other things, Prehired failed to register in Washington as a private vocational school.

5.111 Defendants have deceptively and unfairly represented to Washington consumers that Prehired's ISAs are enforceable contracts.

5.112 Defendants have deceptively and unfairly attempted to collect and collected payments under Prehired's ISAs from Washington consumers.

5.113 Defendants have placed many calls, emails and text messages, including automated emails, to Washington consumers in their attempts to collect payments under Prehired's ISAs.

5.114 Defendants have deceptively and unfairly initiated debt collection activities and legal actions against Washington consumers arising out of Prehired's ISAs.

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5.115 At least some of Prehired's form ISAs provide that claims arising out of the ISA, except claims cognizable by a small claims court, must be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules.

5.116 In August 2021, Jordan created a company named Prehired Recruiting as a Florida LLC.

5.117 In December 2021, Jordan created another company named Prehired Recruiting as a Delaware LLC.

5.118 Between January 27, 2022 and February 16, 2022, Jordan caused Prehired Recruiting[4] to file over 280 lawsuits against consumers around the U.S. who signed Prehired ISAs, including at least five Washington consumers that it claimed were in default. Prehired Recruiting and Jordan sought to collect $25,000 from each consumer, for a total of over $7.2 million.

5.119 Prehired Recruiting claimed that it "has been assigned" the consumers' contracts with Prehired.

5.120 The lawsuits were filed in Delaware's Justice of the Peace Court by Jordan, acting as an agent for Prehired Recruiting pursuant to Delaware Supreme Court Rule 57, which allows non-lawyers to appear on behalf of corporate entities at the discretion of the Chief Magistrate.

5.121 On or about March 8, 2022, the Consumer Protection Unit of the Delaware Department of Justice (DE CPU) sent a letter to the Chief Magistrate, copying Jordan, requesting review of Jordan's fitness to serve as a Rule 57 agent.

5.122 On or about March 10, 2022, Jordan signed a contract between Prehired Recruiting and online arbitration provider Ejudicate, Inc. (d/b/a Ejudicate.com).

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[4] Jordan's filings do not specify which Prehired Recruiting entity is the Plaintiff in these collection actions. Under these circumstances, the State has named both entities as Defendants herein.

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5.123 On or about March 14, 2022, the Delaware Justice of the Peace Court began staying each of the cases filed by Jordan on behalf of Prehired Recruiting pending a consolidated hearing on jurisdiction.

5.124 In or about March 2022, Prehired unilaterally amended the online version of its terms and conditions at prehired.app/pages/terms to provide for arbitration of its claims arising out of its ISAs via Ejudicate.com.

5.125 As of June 2021, Prehired's online version of its Program Terms of Service, available at prehired.app/pages/terms, made no reference to Ejudicate.com.

5.126 None of the consumers who had executed agreements with Prehired prior to March 2022, legally consented to arbitration of claims relating to Prehired via Ejudicate.com.

5.127 As of April 11, 2021, Prehired's online version of its Program Terms of Service, available at prehired.app/pages/terms, contained the following provision:

> . . . [A]ny dispute, claim or controversy arising out of or relating to these Terms, your MSA or ISA, or the breach or default thereof ("Claim"), shall be settled by arbitration administered by Ejudicate, Inc (d/b/a ejudicate.com) in accordance with its then published rules effective at the time a Claim is made, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If Ejudicate is unable to serve as administrator, then Prehired shall appoint a different neutral arbitrator and notify you within 14 days of the newly appointed administrator.
>
> You consent to electronic service of process, with service to be made to your email address used in the electronic signing of the ISA, MSA, or this Site. We consent to electronic service of process, with service to be made to legal@prehired.io. Each party will be responsible for their own expenses associated with a Claim.
>
> Notwithstanding the foregoing, if a Claim that Prehired wishes to assert against you is cognizable in a small claims court (or an equivalent court), Prehired may pursue such Claim in that small claims court; however, if the Claim is transferred, removed, or appealed to a different court, it shall be resolved by arbitration administrated by Ejudicate.

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5.128 On or about March 31, 2022, Jordan, on behalf of Prehired Recruiting, voluntarily dismissed substantially all of the lawsuits Prehired Recruiting filed against consumers in the Delaware Justice of the Peace Court.

5.129 On or about April 4, 2022, Jordan, acting on behalf of Prehired Recruiting, began filing arbitration claims against consumers on Ejudicate.com, including over 60 of the same claims Prehired Recruiting previously filed and dismissed in Delaware. These filings included arbitration claims against at least two Washington consumers seeking to collect $30,000 and $23,373.36, respectively.

5.130 On or about May 18, 2022, DE CPU demanded Prehired cease and desist filing arbitration claims.

5.131 In or about May 2022, Prehired began contacting consumers who signed Prehired's ISAs, including at least one Washington consumer, and asking them to sign a Settlement Agreement. Prehired's Settlement Agreement purports to release the consumers' claims against Prehired, and convert the consumer's ISA into an agreement to make recurring monthly payments to Prehired for several years. The Settlement Agreement identifies the parties thereto as the consumer and the consumer's co-signer, on one hand, and the corporate Defendants, on the other hand.

5.132 On or about May 25, 2022, the Washington Attorney General's Office sent a Cease and Desist letter to Prehired and its counsel asking for written assurance that they have ceased all billing and payment collection efforts targeting Washington consumers.

5.133 As of June 7 2022, Prehired failed to provide written assurance to Washington that it will cease all collection activities against Washington consumers.

5.134 Defendants' conduct affects the public interest.

5.135 The acts and practices alleged in this Complaint, including, without limitation, their unlawful efforts to sign contracts with Washington consumers and pursue collection

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activities against Washington consumers, are ongoing or have a substantial likelihood of being repeated.

VI. FIRST CAUSE OF ACTION
(Per Se Violations of the Consumer Protection Act And/or Violations of the Private Vocational Schools Act)
(As to Defendants Prehired and Jordan)

6.1 Plaintiff re-alleges Paragraphs 1.1 through 5.135 and incorporates them as if set fully herein.

6.2 Washington regulates private vocational schools like Prehired by statute, the Private Vocational Schools Act, RCW 28C.10, and through regulations promulgated by the WTECB, WAC 490-105.

6.3 The Private Vocational Schools Act, RCW 28C.10, is intended to "protect against practices by private vocational schools which are false, deceptive, misleading, or unfair, and to help ensure adequate educational quality at private vocational schools." RCW 28C.10.010.

6.4 Pursuant to RCW 28C.10.090, "[a] private vocational school, whether located in this state or outside of this state, shall not conduct business of any kind, make any offers, advertise or solicit, or enter into any contracts unless the private vocational school is licensed under this chapter."

6.5 RCW 28C.10.110 provides that it is an unfair business practice, and therefore a violation of RCW 28C.10 for a private vocational school or an agent employed by a private vocational school to:

> (a) fail to comply with the terms of a student enrollment contract or agreement; …
> (c) Advertise in the help wanted section of a newspaper or otherwise represent falsely, directly or by implication, that the school is an employment agency, is making an offer of employment or otherwise is attempting to conceal the fact that what is being represented are course offerings at a school; …
> (h) provide prospective students with any testimonial, endorsement, or other information that a reasonable person would find likely to mislead or deceive prospective students or the public, including those

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> regarding current practices of the school; information regarding rates of completion or postgraduation employment by industry, or its graduates' median hourly or annual earnings, that is not consistent with the presentation of data as established under RCW 28C.10.050(2)(c); current conditions for employment opportunities; postgraduation employment by industry or probable earnings in the occupation for which the education was designed; total cost to obtain a diploma or certificate; the acceptance of a diploma or certificate by employers as a qualification for employment;… or
> (j) Make or cause to be made any statement or representation in connection with the offering of education if the school or agent knows or reasonably should have known the statement or representation to be false, substantially inaccurate, or misleading.

6.6 RCW 28C.10.050(3) generally prohibits a private vocational school from any practice related to inducing students to obtain specific consumer loan products to fund education that financially benefits a person or entity with an ownership interest in the school, unless the school has certain authority from the WTECB.

6.7 RCW 28C.10.180 provides that a "note, instrument, or other evidence of indebtedness or contract relating to payment for education is not enforceable … unless the private vocational school was licensed under this chapter at the time the note, instrument, or other evidence of indebtedness or contract was entered into."

6.8 RCW 28C.10.170 provides that "if a student or prospective student is a resident of this state at the time any contract relating to payment for education or any note, instrument, or other evidence of indebtedness relating thereto is entered into, RCW 28C.10.180 shall govern the rights of the parties to the contract or evidence of indebtedness." It also provides that "[i]f a contract or evidence of indebtedness contains any of the following agreements, the contract is voidable at the option of the student or prospective student: (1) That the law of another state shall apply; (2) That the maker or any person liable on the contract or evidence of indebtedness consents to the jurisdiction of another state; (3) That another person is authorized to confess judgment on the contract or evidence of indebtedness; or (4) That fixes venue."

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6.9 Any violation of RCW 28C.10 "affects the public interest and is an unfair or deceptive act or practice in violation of RCW 19.86.020 of the consumer protection act." RCW 28C.10.210; RCW 28C.10.130.

6.10 Prehired's Program is a "private vocational school" within the meaning of RCW 28C.10.

6.11 Jordan is an "agent," within the meaning of RCW 28C.10.

6.12 Prehired's Program is not and has never been licensed pursuant to RCW 28C.10.

6.13 Jordan has an ownership interest in Prehired and the other corporate Defendants.

6.14 Prehired's ISAs are specific consumer loan products that fund education financially benefitting Prehired and Jordan.

6.15 Prehired has never had its program recognized by the WTECB as an eligible training provider.

6.16 Prehired and Jordan induced students to obtain Prehired's ISAs.

6.17 Defendants Prehired and Jordan violated RCW 28C.10 and related regulations, and engaged in unfair and deceptive acts or practices. Defendants' violations include, without limitation, the following:

a. Conducting business with, making offers to, advertising to, soliciting, and entering into contracts with Washington residents without a license;

b. Using an enrollment contract form, catalog, brochure, or similar written material affecting the terms and conditions of student enrollment other than that previously submitted to WTECB and authorized for use, and which does not comply with the minimum standards established in WAC 490-105-043;

c. Representing falsely, directly or by implication, that the school is an employment agency, is making an offer of employment, or otherwise

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attempting to conceal the fact that what is being represented are course offerings at a school;

d. Making or causing to be made any statement or representation in connection with the offering of education if the school or agent knows or reasonably should have known the statement or representation to be false, substantially inaccurate, or misleading;

e. Engaging in methods of advertising, sales, collection, credit, or other business practices which are false, deceptive, misleading or unfair, as determined by the WTECB, including, without limitation, using the availability of financial aid as an inducement to recruitment or enrollment, advertising educational programs under the "help wanted" section of publications, and failing to follow the applicable minimum refund and cancellation requirements set out in WAC 490-105-130;

f. Providing prospective students with testimonials and other information that a reasonable person would find likely to mislead or deceive prospective students or the public about Prehired's selective admissions process, the rates at which its graduates find jobs in software sales, the future earning potential of its graduates, the cost of its program, and/or the terms and enforceability of its Income Share Agreements;

g. Representing, directly or by implication, that there is a substantial demand for persons completing Prehired's Program without reasonable basis for the representation documented by objective and statistically valid data;

h. Promoting and/or inducing students to enter into Prehired's ISAs in violation of RCW 28C.10.050(3), and without advising them of their rights under Washington law;

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i. Requiring students to pay the full ISA charges despite failing to provide them with the full course of study;

j. Selling or transferring contracts for tuition to third parties without the signed consent of the student and a statement notifying all parties that the cancellation and refund policy continues to apply;

k. Enforcing or attempting to enforce contracts relating to payment for education with Washington consumers that were entered into at a time when Defendants were not licensed;

l. Enforcing or attempting to enforce agreements which are otherwise unenforceable and/or to which there has been no mutual assent.

6.18 Each act or practice of the type described above constitutes a *per se* violation of the CPA.

VII. SECOND CAUSE OF ACTION
(VIOLATIONS OF THE CONSUMER PROTECTION ACT, RCW 19.86)
(As to Defendants Prehired and Jordan)

7.1 Plaintiff re-alleges Paragraphs 1.1 through 6.18 and incorporates them as if set fully herein.

7.2 RCW 19.86.020 prohibits “unfair methods of competition” and “unfair” or “deceptive” acts or practices in trade or commerce.

7.3 Defendants Prehired and Jordan engaged and continue to engage in “trade” or “commerce” within the meaning of the Consumer Protection Act, RCW 19.86.010(2), by advertising, marketing, selling, and soliciting business from Washington consumers, as well as attempting to collect debt obligations purportedly owed by Washington consumers arising out such advertising and sale.

7.4 Defendants Prehired and Jordan engaged in unfair and deceptive acts and practices in trade or commerce in violation of RCW 19.86.020, including, without limitation, the following acts and practices:

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a. Advertising Prehired's program in the Jobs section of various publications, including, without limitation, Cragislist.com;

b. Failing to disclose to consumers that Prehired was not licensed to operate a private vocational school in Washington;

c. Presenting consumers with deceptive testimonials and other information about Prehired's purportedly selective admissions process, the rates at which its graduates find jobs in software sales, the future earning potential of its graduates, the cost of its program, and/or the terms and enforceability of its ISAs;

d. Representing, directly or by implication, that there is a substantial demand for persons completing Prehired's Program without reasonable basis for the representation documented by objective and statistically valid data;

e. Representing that the ISAs are not loans or a form of credit;

f. Representing that its ISAs are enforceable when they are not and never have been enforceable;

g. Misrepresenting the terms and conditions of its ISAs;

h. Requiring students to pay the full ISA charges despite failing to provide them with the full course of study;

i. Unilaterally adjusting ISA Floors and incomes without the borrower's knowledge and/or to reflect contingent income not yet earned by the borrower;

j. Omitting language from its ISAs required by the FTC's Holder Rule;[5]

k. Entering into agreements with consumers that are unenforceable and/or unconscionable, while lacking a license to operate in Washington;

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[5] For the avoidance of any doubt, the State is not asserting a claim or seeking relief under the Holder Rule itself.

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l. Enforcing or attempting to enforce agreements which are unenforceable, unconscionable, and/or to which there has been no mutual assent, while lacking a license to operate in Washington.

7.5 Defendants' acts and practices are not reasonable in relation to the development and preservation of business and are inconsistent with the public interest.

VIII. THIRD CAUSE OF ACTION
(VIOLATIONS OF THE CONSUMER PROTECTION ACT, RCW 19.86.020)
(As to All Defendants)

8.1 Plaintiff re-alleges Paragraphs 1.1 through 7.5 and incorporates them as if set fully herein.

8.2 Defendants engaged and continue to engage in "trade," or "commerce," within the meaning of the Consumer Protection Act, RCW 19.86.010(2), by attempting to collect debt obligations purportedly owed by Washington consumers.

8.3 Defendants engaged in unfair and deceptive acts and practices in trade or commerce including, without limitation, the following:

a. Attempting to enforce and collect unenforceable ISAs against Washington consumers; and

b. Pursuing collection actions against Washington consumers in fora manifestly lacking jurisdiction over such consumers, including, without limitation, the Delaware Justice of the Peace Court and Ejudicate.com.

8.4 Defendants' acts and practices are not reasonable in relation to the development and preservation of business and are inconsistent with the public interest.

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IX. REQUEST FOR RELIEF

Wherefore, the State requests the following relief:

9.1 A declaration that Defendants' acts described above are unfair or deceptive acts or practices in trade or commerce, affecting the public interest, and in violation of the Consumer Protection Act, RCW 19.86, and the Private Vocational Schools Act, RCW 28C.10.

9.2 A declaration that all contracts relating to payment for Defendants' Program with Washington consumers, including, without limitation, ISAs, are unenforceable;

9.3 An injunction pursuant to RCW 19.86.080(1) and RCW 28C.10.190 enjoining Defendants from engaging in any acts that violate the CPA and/or the PVSA, including, but not limited to the unfair and deceptive acts and practices alleged herein;

9.4 An order for restitution as necessary to restore to any person an interest in any moneys or property, real or personal, which may have been acquired by means of an act prohibited by the CPA, pursuant to RCW 19.86.080(2) and RCW 28C.10.190;

9.5 An accounting of the names and contact information of each consumer from whom Defendants collected monies, and the amount of monies received from each such consumer;

9.6 Pre- and post-judgment interest, at the maximum allowable rate provided by law;

9.7 An award of a civil penalty for each and every violation of the CPA and/or the PVSA, pursuant to RCW 19.86.140 and RCW 28C.10.130;

9.8 An award of an enhanced penalty for each unlawful act or practice that targets or impacts specific individuals or communities based on demographic characteristics including, but not limited to, race, national origin, or citizenship or immigration status, pursuant to RCW 19.86.140;

9.9 An award of the State's reasonable costs and attorneys' fees incurred in connection with this action, pursuant to RCW 19.86.080(1);

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9.10 Any other relief the Court determines is just and proper.

DATED this 8th day of June, 2022.

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