

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker,

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION SETTLEMENT, PROVISIONAL CERTIFICATION OF
SETTLEMENT CLASS, AND APPROVAL OF NOTICE**

Plaintiffs and Class Representatives Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker ("Plaintiffs") hereby move the Court, pursuant to Federal Rule of Civil Procedure 23, to: (1) preliminarily approve the parties' proposed Settlement Agreement; (2) conditionally certify a settlement class; and (3) approve the form and manner of giving notice of the settlement to members of the proposed settlement class. Defendants have not opposed Plaintiffs' motion. A memorandum of law setting forth the points and authorities in support of this relief is filed herewith.

DATE: March 28, 2024

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2024, a true and correct copy of the foregoing Plaintiffs Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Settlement Class, And Approval of Notice was served via CM-ECF on all attorneys of record.

Date: March 28, 2024

/s/ Tara K. Ramchandani
Tara K. Ramchandani

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TABLE OF CONTENTS

TABLE OF AUTHORITIES	ii
PRELIMINARY STATEMENT	1
BACKGROUND	1
I. THE LITIGATION BETWEEN PLAINTIFFS AND WALDEN.....	1
II. THE MEDIATION AND RESULTING SETTLEMENT AGREEMENT	3
A. Monetary Terms of Settlement	6
B. Non-Monetary Terms of Settlement	6
C. Administration of Settlement.....	7
ARGUMENT	8
I. PRELIMINARY APPROVAL SHOULD BE GRANTED BECAUSE THE SETTLEMENT AGREEMENT IS IN THE RANGE OF POSSIBLE APPROVAL	8
A. The Fairness Factors	9
1. Posture of the Case	9
2. Extent of Discovery	10
3. Circumstances Surrounding Negotiations	12
4. Experience of Counsel	12
B. The Adequacy Factors	15
1. Relative Strength of Plaintiffs’ Case on the Merits and Difficulties of Proof or Strong Defenses Likely at Trial	15
2. Duration and Expense of Additional Litigation	17
3. Solvency of Defendant and Likelihood of Recovery on a Litigated Judgment.....	18
4. Degree of Opposition.....	18
C. Reasonableness	18
1. The Size of the Recovery is Reasonable	19
2. The Incentive Awards for the Named Plaintiffs are Reasonable.....	19
3. The Attorneys’ Fees and Costs are Reasonable.....	21
II. A SETTLEMENT CLASS SHOULD BE PROVISIONALLY CERTIFIED UNDER RULES 23(a), 23(b)(2), and 23(b)(3)	24
A. Rule 23(a) is Satisfied.....	25
1. Rule 23(a)(1) – Numerosity.....	25
2. Rule 23(a)(2) – Commonality.....	25
3. Rule 23(a)(3) – Typicality	30
4. Rule 23(a)(4) – Adequacy of Representation	31
B. Rule 23(b)(2) is Satisfied.....	32
C. Rule 23(b)(3) is Satisfied.....	32
D. Plaintiffs’ Counsel Satisfy Rule 23(g) Requirements.....	34

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Amchem Prod., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	17
<i>Archbold v. Wells Fargo Bank, N.A.</i> , No. 3:13-CV-24599, 2015 WL 4276295 (S.D.W. Va. July 14, 2015)	12
<i>Barber v. Kimbrell's, Inc.</i> , 577 F.2d 216 (4th Cir. 1978)	21
<i>Beaulieu v. EQ Indus. Servs., Inc.</i> , No. 5:06-cv-00400, 2009 WL 2208131 (E.D.N.C. July 22, 2009).....	9
<i>Berry v. Schulman</i> , 807 F.3d 600 (4th Cir. 2015)	22
<i>Binotti v. Duke Univ.</i> , No. 1:20-CV-470, 2021 WL 5366877 (M.D.N.C. Aug. 30, 2021)	21
<i>Brown v. Transurban USA, Inc.</i> , 318 F.R.D. 560 (E.D. Va. 2016)	30
<i>Butela v. Midland Credit Mgmt. Inc.</i> , 341 F.R.D. 581 (W.D. Pa. 2022)	28
<i>Carroll v. Walden Univ., LLC</i> , 650 F. Supp. 3d 342 (D. Md. 2022)	2, 15, 16
<i>In re Celebrex (Celecoxib) Antitrust Litig.</i> , No. 2:14-CV-00361, 2018 WL 2382091 (E.D. Va. Apr. 18, 2018)	23
<i>Chisolm v. TranSouth Fin. Corp.</i> , 194 F.R.D. 538 (E.D. Va. 2000)	32
<i>City of Memphis v. Wells Fargo Bank, N.A.</i> , No. 09-2857, 2011 WL 1706756 (W.D. Tenn. May 4, 2011)	13
<i>Comm'rs of Pub. Works of City of Charleston v. Costco Wholesale Corp.</i> , 340 F.R.D. 242 (D.S.C. 2021)	8, 9, 10, 14
<i>Comm'rs of Pub. Works of City of Charleston v. Costco Wholesale Corp.</i> , No. 2:21-CV-42, 2022 WL 214531 (D.S.C. Jan. 24, 2022)	8
<i>In re Cook Med., Inc., Pelvic Repair Sys. Prods. Liability Litig.</i> , 365 F. Supp. 3d 685 (S.D. W. Va. 2019)	24

<i>Cullen v. Whitman Med. Corp.</i> , 197 F.R.D. 136 (E.D. Pa. 2000).....	19
<i>Decohen v. Abbasi, LLC</i> , 299 F.R.D. 469 (D. Md. 2014).....	17, 20
<i>Deem v. Ames True Temper, Inc.</i> , No. 6:10-CV-01339, 2013 WL 2285972 (S.D.W. Va. May 23, 2013).....	23
<i>Detmer, et al. v. La’James Coll. of Hairstyling, Inc. of Fort Dodge, et al.</i> , 05771 LACL 147597 (Ia. District Ct. for Polk Cty. Compl. Filed March 30, 2020)	14
<i>DeWitt v. Darlington Cnty.</i> , No. 4:11-CV-00740, 2013 WL 6408371 (D.S.C. Dec. 6, 2013)	23
<i>Dickey v. R.R. Donnelley & Sons Co.</i> , No. 1:18CV920, 2021 WL 1169245 (M.D.N.C. Mar. 26, 2021)	11
<i>Doe v. Chao</i> , 435 F.3d 492 (4th Cir. 2006)	22
<i>Dunagan et al. v. Illinois Inst. of Art, et al.</i> , No. 19-cv-809 (N.D. Ill., Am. Compl. filed Apr. 19, 2019).....	14
<i>Eubanks v. Billington</i> , 110 F.3d 87 (D.C. Cir. 1997)	25
<i>Fair Hous. Ctr. Of Cent. Indiana, Inc. v. Rainbow Realty Grp., Inc.</i> , No. 1:17-CV-1782, 2020 WL 1493021 (S.D. Ind. Mar. 27, 2020)	13
<i>Fernandez v. RentGrow, Inc.</i> , 341 F.R.D. 174 (D. Md. 2022).....	26
<i>Fisher v. Virginia Elec. & Power Co.</i> , 217 F.R.D. 201 (E.D. Va. 2003)	25
<i>Flack v. Wisconsin Dep’t of Health Servs.</i> , 18-cv-209 (W.D. Wis. 2019)	13
<i>Fuller, et al. v. Bloom Inst. of Tech.</i> , <i>formerly d/b/a Lambda School, et al.</i> , 23-605179 (Sup. Ct. Cal., filed Mar. 16, 2023)	14
<i>Galloway v. Williams</i> , No. 3:19-CV-470, 2020 WL 7482191 (E.D. Va. Dec. 18, 2020)	23

<i>Good v. Am. Water Works Co., Inc.</i> , 310 F.R.D. 274 (S.D.W. Va. 2015).....	25
<i>Good v. Am. Water Works Co., Inc.</i> , No. CV 2:14-01374, 2016 WL 5746347 (S.D.W. Va. Sept. 30, 2016)	35
<i>Graham v. Famous Dave’s of Am., Inc.</i> , No. CV 19-0486, 2022 WL 17584274 (D. Md. Dec. 12, 2022)	33
<i>Gunnells v. Healthplan Servs., Inc.</i> , 348 F.3d 417 (4th Cir. 2003)	33
<i>Haney v. Genworth Life Ins. Co.</i> , No. 3:22CV55, 2023 WL 174956 (E.D. Va. Jan. 11, 2023).....	15
<i>Helmick v. Columbia Gas Transmission</i> , No. 2:07-cv-00743, 2010 WL 2671506 (S.D.W.V. July 1, 2010).....	21
<i>Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.</i> , 855 F. Supp. 825 (E.D.N.C. 1994).....	10
<i>J.O.P. v. U.S. Dep’t of Homeland Sec.</i> , 338 F.R.D. 33 (D. Md. 2020).....	26
<i>Jacob v. Duane Reade, Inc.</i> , 289 F.R.D. 408 (S.D.N.Y.)	30
<i>In re Jiffy Lube Secs. Litig.</i> , 927 F.2d 155 (4th Cir. 1991)	<i>passim</i>
<i>Jonathan R. v. Just.</i> , 344 F.R.D. 294 (S.D.W. Va. 2023).....	24
<i>Kay Co. v. Equitable Prod. Co.</i> , 749 F. Supp. 2d 455 (S.D.W. Va. 2010).....	21
<i>Kirven v. Cent. States Health & Life Co. of Omaha</i> , No. CA 3:11-2149, 2015 WL 1314086 (D.S.C. Mar. 23, 2015)	12
<i>Lopez v. California Inst. of Tech.</i> , No. 23-607810 (Sup. Ct. Cal., filed July 20, 2023)	14
<i>Mayor & City Council of Baltimore v. Wells Fargo Bank, N.A.</i> , NO. 08-62, 2011 WL 1557759 (D. Md. Apr. 22, 2011).....	13
<i>McAdams v. Robinson</i> , 26 F.4th 149 (4th Cir. 2022)	35

<i>In re MicroStrategy, Inc. Sec. Litig.</i> , 148 F. Supp. 2d 654 (E.D. Va. 2001)	18, 19
<i>Minter v. Wells Fargo Bank, N.A.</i> , 283 F.R.D. 268 (D. Md. 2012).....	35
<i>Mitchell-Tracey v. United Gen. Title Ins. Co.</i> , 237 F.R.D. 551 (D. Md. 2006).....	31
<i>Moore v. Duke</i> , Civ. No. 00-953 (D.D.C. 2000)	13
<i>Moore v. Napolitano</i> , 926 F. Supp. 2d, 8, 35 (D.D.C. Feb. 25, 2013)	13
<i>Morgan v. Richmond Sch. of Health and Tech., Inc.</i> , No. 3:12-cv-373 (E.D. Va. Apr. 9, 2013), ECF No. 81-1	13
<i>Morgan v. Richmond Sch. of Health and Tech., Inc.</i> , No. 3:12-cv-373 (E.D. Va. July 25, 2013), ECF No. 100	13, 19
<i>Nelson v. Warner</i> , 336 F.R.D. 118 (S.D.W.Va. 2020).....	31
<i>In re Outer Banks Power Outage Litig.</i> , No. 4:17-CV-141, 2018 WL 2050141 (E.D.N.C. May 2, 2018)	8, 9, 12
<i>Pitt v. City of Portsmouth</i> , 221 F.R.D. 438 (E.D. Va. 2004)	33, 34
<i>In re Red Hat, Inc. Sec. Litig.</i> , No. 5:04-CV-473, 2010 WL 2710517 (E.D.N.C. June 11, 2010)	11
<i>Reed v. Alecto Healthcare Servs., LLC</i> , 2022 WL 4115858 (N.D. W. Va. 2022)	33
<i>Saint-Jean v. Emigrant Mort. Co.</i> , No. 11CV2122, 337 F. Supp. 3d 186 (E.D.N.Y. 2018).....	14
<i>Santos v. E&R Servs., Inc.</i> , No. 20-2737, 2021 WL 6073039 (D. Md. Dec. 23, 2021).....	25
<i>Sharp Farms v. Speaks</i> , 917 F.3d 276 (4th Cir. 2019)	31
<i>Sims v. BB&T Corp.</i> , No. 1:15-CV-732, 2019 WL 1993519 (M.D.N.C. May 6, 2019)	23

<i>Soutter v. Equifax Info. Servs., LLC</i> , 307 F.R.D. 183 (E.D. Va. 2015)	26
<i>In re TD Bank, N.A. Debit Card Overdraft Fee Litig.</i> , 325 F.R.D. 136 (D.S.C. 2018)	34
<i>In re The Mills Corp. Secs. Litig.</i> , 265 F.R.D. 246 (E.D. Va. 2009)	9, 10, 12, 15
<i>Thornhill v. Walden Univ.</i> , No. 2:16-cv-00962 (S.D. Ohio)	6
<i>Thorpe v. Virginia Dep’t of Corr.</i> , No. 2:20CV00007, 2023 WL 5038692 (W.D. Va. Aug. 8, 2023)	35
<i>In re Titanium Dioxide Antitrust Litig.</i> , No. 10-CV-00318, 2013 WL 6577029 (D. Md. Dec. 13, 2013)	21, 24
<i>Wal-mart Stores, Inc. v. Dukes</i> , 564 U.S. 338 (2011)	25, 26, 27, 32
<i>Williams v. Big Picture Loans, LLC</i> , 339 F.R.D. 46 (E.D. Va. 2021)	26, 30
<i>In re Zetia (Ezetimibe) Antitrust Litig.</i> , 7 F.4th 227 (4th Cir. 2021)	25

Statutes and Regulations

Civil Rights Act of 1964 Title VI, 42 U.S.C. § 2000d, <i>et seq.</i>	<i>passim</i>
Equal Credit Opportunity Act, 15 U.S.C. § 1691, <i>et seq.</i>	<i>passim</i>
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g	7, 8
Minnesota False Statement in Advertising Act § 325F.67, <i>et seq.</i>	20
Minnesota Prevention of Consumer Fraud Act § 325F.68, <i>et seq.</i>	20
Minnesota Uniform Deceptive Trade Practices Act § 325D.43, <i>et seq.</i>	21
34 C.F.R. § 99.31(a)(9)(i)	8

Other Authorities

Fed. R. Civ. P. 12(b)	2
Fed. R. Civ. P. 23	<i>passim</i>

Fed. R. Civ. P. 54(d)(2).....	24
<i>Manual for Complex Litig.</i> (Fourth) § 21.632 (Federal Judicial Center 2004).....	8, 9
<i>Michael K. Lewis</i> , JAMS (2023), https://www.jamsadr.com/lewis/	4
<i>Michelle Yoshida</i> , Phillips ADR Enterprises (2023), https://phillipsadr.com/bios/michelle-yoshida/	3
Theodore Eisenberg & Geoffrey P. Miller, <i>Attorney Fees and Expenses in Class Action Settlements: 1993-2008</i> , 7 J. Empirical Legal Stud. 248, 272 tbl.14 (2010).....	24
U.S. Dep’t of Education, Borrower Defense Loan Discharge, https://studentaid.gov/manage-loans/forgiveness-cancellation/borrower- defense	4
William B. Rubenstein, 5 Newberg and Rubenstein on Class Actions § 17:13 (6th ed.)	20, 21, 22

PRELIMINARY STATEMENT

Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker (“Plaintiffs”) respectfully submit this memorandum of law in support of their unopposed motion for an order, pursuant to Federal Rule of Civil Procedure 23, (1) preliminarily approving the proposed Settlement Agreement, a copy of which is attached hereto as Exhibit 1; (2) conditionally certifying a settlement class; and (3) approving the form and manner of giving notice of the settlement to members of the proposed settlement class.

After vigorous advocacy and negotiation, Plaintiffs and Defendants Walden University, LLC and Walden e-Learning, LLC (collectively “Walden”) agreed on a settlement of the claims in this case. The proposed Settlement Agreement provides \$28.5 million in monetary relief and important injunctive relief. The parties negotiated the Settlement Agreement at arm’s length under the auspices of mediators Michael K. Lewis of JAMS and Michelle Yoshida of Phillips ADR, believe it achieves a fair and adequate resolution of Plaintiffs’ claims, and agree that it merits preliminary approval by this Court. The class is composed of approximately 2,291 former and current Walden students.

BACKGROUND

I. THE LITIGATION BETWEEN PLAINTIFFS AND WALDEN

Walden University is an online for-profit university headquartered in Minneapolis, Minnesota. This litigation was brought by four former students in Walden’s Doctor of Business Administration (“DBA”) program on behalf of themselves and all others similarly situated. Plaintiffs asserted putative class claims for violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*, and violation of the Equal Credit Opportunity Act, 15 U.S.C. § 1691, *et seq.*; and four claims on behalf of themselves for violation of Minnesota state and common

law. To prevail on their class claims, Plaintiffs are required to prove that (1) Defendants' practices were unfair and predatory, and (2) Defendants either intentionally targeted prospective students on the basis of a protected class, or that there is a disparate impact on the basis of a protected class. *See Carroll v. Walden Univ., LLC*, 650 F. Supp. 3d 342, 357, 360 (D. Md. 2022).

Plaintiffs alleged that Walden engaged in "reverse redlining" by (1) inducing enrollment through material misrepresentations about the cost and time required to complete its DBA program, and (2) intentionally targeting Black and female prospective students to enroll in the program. Specifically, Plaintiffs alleged that Walden deliberately hid the true cost of the DBA program by knowingly misrepresenting and understating the number of "capstone credits" required to complete the program and obtain a degree, both on its website and through "enrollment advisors" it employed to communicate false information to prospective students. The capstone phase of the program comes last and typically begins approximately two years after initial enrollment. Plaintiffs alleged that Walden, as a result of this scheme, kept students trapped in the capstone phase by requiring them to complete additional credits at a cost of close to \$1,000 per credit, totaling tens of millions of dollars in excess fees charged to putative class members. Plaintiffs further alleged that Walden intentionally targeted its marketing to Black populations and women and that Walden targeted nontraditional doctoral students, who are disproportionately Black and disproportionately female. Defendants have at all times denied these allegations.

This case was filed in the United States District Court for the District of Maryland on January 7, 2022. Dkt. No. 1. On March 23, 2022, Defendants filed a Motion to Dismiss Plaintiffs' Complaint under Fed. R. Civ. P. 12(b). Dkt. No. 35. On November 28, 2022, the Court denied the Motion to Dismiss. Dkt. Nos. 43 (Mem. Op.), 44 (Order). On December 7, 2022,

Plaintiffs filed a motion (with Defendants' consent) to amend their complaint, adding Plaintiff Tareion Fluker to the lawsuit, which the Court granted. Dkt. Nos. 45, 46. On February 2, 2023, Defendants filed an Answer denying all material allegations in the First Amended Complaint Action and interposing affirmative defenses. Dkt. No. 58.

On February 6, 2023, the Court issued its Scheduling Order, Dkt. No. 53, and on February 21, 2023, the Parties filed an Initial Joint Status Report. On February 28, 2023, Plaintiff Tiffany Fair issued Interrogatories and Requests for Production to Defendants. On March 13, 2023, the Parties held a telephonic status conference with the Court and resolved certain disputes regarding the scope of discovery, after which the Court ordered the Parties to file a joint status report within 30 days regarding interest in a settlement conference. Dkt. No. 60. On April 13, 2023, the Parties filed their Joint Status Report, which reported that the Parties had engaged in constructive conversations regarding the possibility of settlement and a process for exchanging the information necessary to facilitate a productive negotiation. Dkt. No. 65. Shortly thereafter, the Parties scheduled a private mediation session, and on April 27, 2023, the Parties filed a Joint Motion to Temporarily Stay Discovery Deadlines in light of the mediation, Dkt. No. 66, which the Court granted, Dkt. No. 67. The stay was subsequently extended to permit continued negotiations and then, on January 12, 2024, finalization of the settlement including the drafting of associated documents. Dkt. No. 88.

II. THE MEDIATION AND RESULTING SETTLEMENT AGREEMENT

On May 4, 2023, the Parties had a private full-day mediation session in New York to explore resolution with mediator Michelle Yoshida¹ of Phillips ADR. Decl. of Alexa T. Milton

¹ *Michelle Yoshida*, Phillips ADR Enterprises (2023), <https://phillipsadr.com/bios/michelle-yoshida/>.

(Ex. 2) at ¶ 10. Prior to the mediation, the Parties submitted confidential mediation statements and exchanged term sheets, and Defendants furnished Plaintiffs with data regarding the tuition and fees paid to Walden and the total number of capstone credits taken for all 2,291 prospective class members. *Id.* ¶¶ 4, 7. At the mediation, the Parties made preliminary progress on narrowing the monetary gap between the parties' offers and affirmed all Parties' interest in exploring a negotiated resolution. The Parties also agreed to exchange more information to facilitate settlement.

Following the mediation, the Parties engaged in frequent communication, and they exchanged legal authority on key legal issues. For example, Plaintiffs provided Defendants with significant authority addressing Defendants' concern that class members who filed a borrower defense application² would recoup a windfall if they also received a monetary settlement. On other issues—including on the statute of limitations and class certification—the exchange of legal authority helped to clarify the Parties' respective positions and enabled the Parties to better assess their litigation risk should the case move forward. *Id.* ¶¶ 6-8, 12-13.

On September 21, 2023, the Parties held a second full-day mediation session in Washington, DC, this time with Michael K. Lewis³ of JAMS. At that mediation, after extensive discussions and exchange of multiple proposals, Mr. Lewis made a mediator's proposal of \$28,500,000 to resolve the monetary component of the case. The Parties agreed to this number. The Parties further agreed to keep working together on the non-monetary terms of the settlement. *Id.* ¶¶ 10-11.

² See U.S. Dep't of Education, Borrower Defense Loan Discharge, <https://studentaid.gov/manage-loans/forgiveness-cancellation/borrower-defense>.

³ Michael K. Lewis, JAMS (2023), <https://www.jamsadr.com/lewis/>.

The Parties have since engaged in additional negotiations regarding the details of the agreement, particularly with respect to the non-monetary terms, and to reduce their agreement to writing. The Settlement Agreement, including the several documents attached to it, is the result of these negotiations.

The parties have agreed, through the Settlement Agreement, to seek certification of a Settlement Class consisting of people in one or more of the following three categories: (1) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed more than the number of capstone-level credits that Walden stated were required at the time they enrolled ("Title VI Group"); (2) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018, were charged for and successfully completed more than the number of capstone-level credits that Walden stated were required at the time they enrolled, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education ("ECOA Black Student Group"); and (3) all female students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018, were charged for and successfully completed more than the number of capstone-level credits that Walden stated were required at the time they enrolled, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education ("ECOA Female Student Group").⁴ Settlement Agreement § 1(g). The parties estimate that there are approximately 2,291 members of these three partially overlapping groups:

⁴ Everyone in the ECOA Black Student Group is also in the Title VI Group, but this manner of defining the Settlement Class matches the complaint and therefore may be easier to follow by class members who review the key documents in the case.

approximately 1,805 members of the Title VI Group, 1,505 members of the ECOA Black Student Group, and 1,348 members of the ECOA Female Student Group. Ex. 2 at ¶ 7.

A. Monetary Terms of Settlement

The Settlement Agreement provides for different amounts of monetary compensation to class members based upon the amount of excess tuition paid to Walden. After deduction of \$7,125,000 for attorneys' fees and expenses (25% of \$28.5 million) and \$100,000 for anticipated third-party administration costs—subject to Court approval—the total amount of compensation for the class members is approximately \$21,275,000. The precise amount will depend on the exact cost of third-party administration and the amount of interest earned (which will increase the amount distributed). Settlement Agreement §§ 1(y), 4-8, 12, 59.

These funds will be distributed pro rata to class members based on how many DBA capstone credits each took above the number that Walden stated was the minimum at the time they enrolled. Settlement Agreement ¶¶ 1(n), 6(b). That is, if a particular class member took 44 excess capstone credits and submits a valid claim form, and all class members who submit valid claim forms collectively took 90,000 excess capstone credits, then that class member will receive 44/90,000 of the compensation pool, or approximately \$10,000.⁵

The Settlement Agreement also provides for the four named Plaintiffs to each receive \$25,000 as an incentive award. This totals \$100,000. *Id.* § 6(a).

B. Non-Monetary Terms of Settlement

The Settlement Agreement also provides non-monetary relief in the form of disclosures

⁵ A small number of class members (approximately 55) received cash payments from the settlement in *Thornhill v. Walden University*, No. 2:16-cv-00962 (S.D. Ohio). *Thornhill* concerned allegedly excessive time and costs to complete doctoral programs at Walden generally. Payments here will be reduced by the amount of any cash payment pursuant to *Thornhill*. Settlement Agreement §§ 1(aa), 6(b).

and programmatic changes for a period of at least four years from the date of implementation. First, on the “Tuition and Fees” section of its DBA Program website, and in students’ enrollment agreements, Walden will disclose the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding 3 years of graduates. The enrollment agreements will include additional disclosures about the potential length of the DBA Program. Second, Walden has eliminated a layer of review during the capstone phase of the DBA Program and is making certain other changes intended to help students reduce the time and cost for completion of the DBA program. *See* Settlement Agreement § 15.

C. Administration of Settlement

The Settlement Agreement further provides that Settlement Services, Inc. (“SSI”) will be retained as Claims Administrator to distribute the notice, distribute the claim forms, process claims, prepare tax documents, and otherwise administer the settlement. *See* Settlement Agreement ¶ 1(c). SSI is an experienced class action claims administrator. Information regarding the firm is attached as Exhibit 3. Based on consultation with the proposed claims administrator, the parties have agreed to set aside \$100,000 from the settlement fund for these costs, but have also included a provision in the Settlement Agreement for excess administrative funds to be included in the funds distributed to class members.⁶ *See* Settlement Agreement ¶¶ 4(c), 10.

Because some of the information needed to implement the settlement is covered by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, the Settlement

⁶ Paragraph 18 of the proposed order submitted with this motion, and Paragraph 20 of the proposed final approval order (Exhibit 4 to the Settlement Agreement), both provide for a grant of immunity to the Claims Administrator for work performed in connection with the Settlement.

Agreement provides that Class Members will be given notice regarding such information and an opportunity to decline its disclosure in accordance with FERPA implementing regulation 34 C.F.R. § 99.31(a)(9)(i). Settlement Agreement §§ 1(o), 22.

ARGUMENT

The Settlement Agreement is a fair, reasonable and adequate resolution of the matter that provides substantial and meaningful relief to members of the Class, results from extensive litigation and arm's-length negotiations by experienced counsel, and takes account of the complexity and risks at issue in this litigation.

I. PRELIMINARY APPROVAL SHOULD BE GRANTED BECAUSE THE SETTLEMENT AGREEMENT IS IN THE RANGE OF POSSIBLE APPROVAL

Approval of a proposed class action settlement typically proceeds in two steps. *See In re Jiffy Lube Secs. Litig.*, 927 F.2d 155, 158–59 (4th Cir. 1991). First, the Court grants preliminary approval if it determines that the settlement “is within the range of possible approval.” *Commissioners of Pub. Works of City of Charleston v. Costco Wholesale Corp.*, 340 F.R.D. 242, 249 (D.S.C. 2021) (“*Commissioners of Pub. Works*”) (cleaned up); *see also, e.g., In re Outer Banks Power Outage Litig.*, No. 4:17-CV-141, 2018 WL 2050141, at *3 (E.D.N.C. May 2, 2018); *Manual for Complex Litigation* (Fourth) § 21.632 (Federal Judicial Center 2004) (“*Manual*”). Second, after notice of the settlement is provided to the class and the Court conducts a fairness hearing, the Court determines whether the settlement is “fair, reasonable and adequate,” as required under Fed. R. Civ. P. 23(e)(2), such that final approval should be granted. *See Comm’rs of Pub. Works of City of Charleston v. Costco Wholesale Corp.*, No. 2:21-CV-42,

2022 WL 214531, at *2-4 (D.S.C. Jan. 24, 2022); *In re Outer Banks Power Outage Litig.*, 2018 WL 2050141, at *2; *Manual* §§ 21.634-35.

The Fourth Circuit applies a four-factor fairness inquiry and a five-factor adequacy inquiry in determining whether a class action settlement should be approved. *See, e.g., In re Jiffy Lube Secs. Litig.*, 927 F.2d 155, 158-59 (4th Cir. 1991) (“*Jiffy Lube*”); *Comm’rs of Pub. Works*, 340 F.R.D. at 249-50; *In re The Mills Corp. Secs. Litig.*, 265 F.R.D. 246, 254 (E.D. Va. 2009) (“*Mills*”). No specific factors must be considered in assessing reasonableness. *See, e.g., Comm’rs of Pub. Works*, 340 F.R.D. at 249-50; *Mills*, 265 F.R.D. at 258; *Beaulieu v. EQ Indus. Servs., Inc.*, No. 5:06-cv-00400-BR, 2009 WL 2208131, at *23-27 (E.D.N.C. July 22, 2009). The fairness factors are:

(1) the posture of the case at the time the proposed settlement was reached, (2) the extent of discovery that had been conducted, (3) the circumstances surrounding the settlement negotiations, and (4) counsel’s experience in the type of case at issue.

Comm’rs of Pub. Works, 340 F.R.D. at 249 (citing *Jiffy Lube*, 927 F.2d at 158-59). The adequacy factors are:

(1) the relative strength of the case on the merits, (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial, (3) the expected duration and expense of additional litigation, (4) the solvency of the defendants and the probability of recovery on a litigated judgment, [and] (5) the degree of opposition to the proposed settlement[.]

Id. (citing *Jiffy Lube*, 927 F.2d at 159). Consideration of these factors demonstrates that the proposed settlement is in the range of possible approval.

A. The Fairness Factors

All of the fairness factors indicate that the Settlement Agreement should be preliminarily approved.

1. Posture of the Case

This factor addresses principally “how far the case has come from its inception.” *Mills*,

265 F.R.D. at 254. Settlement at a very early stage may suggest “collusion among the settling parties” and that the proposed settlement is not legitimate. *Jiffy Lube*, 927 F.2d at 159; *see also Mills*, 265 F.R.D. at 254. Here, the parties contested a hard-fought motion to dismiss all six causes of action. The vigorous litigation of this motion and the legal issues therein demonstrates a clear lack of collusion. And the serving of extensive written discovery requests by Plaintiff Fair demonstrates Plaintiffs’ intent to litigate this case fully and aggressively absent a reasonable settlement.

The posture of the case also favors approval for the additional reason articulated in *Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*:

By reaching an agreement in principle prior to notification of the potential class members, the members could choose to be included or excluded based on the terms of the proposed settlement. If such agreement had been reached after notification, potential class members would have had to decide whether to opt-in or opt-out of the class without knowledge of the proposed settlement. Thus, the posture of the case at the time of the settlement favors final approval.

855 F. Supp. 825, 829 (E.D.N.C. 1994).

2. Extent of Discovery

While the Proposed Settlement was negotiated before formal discovery was produced, Plaintiff Fair’s written discovery requests and the Parties’ exchange of substantial information during negotiations weighs in favor of approval of the settlement. *See Comm’rs of Pub. Works*, 340 F.R.D. at 249 (finding fairness factors favored approval where “the proposed settlement was the result of extensive prior communication between the Parties” even though it “was negotiated before formal discovery was conducted”). In particular, Defendants provided Plaintiffs with a dataset containing information on all putative class members, including their gender, race, enrollment start and end dates, tuition and fees paid to Walden, the total number of capstone credits taken, and whether they had taken out loans (*i.e.*, whether they fell within the ECOA

Black Student Group or the ECOA Female Student Group). Ex. 2 at ¶ 4. Defendants also provided information about the minimum credit requirement and minimum per semester credit cost for Defendants’ DBA program. *Id.* ¶ 5. In *Jiffy Lube*, the Fourth Circuit held that even though no formal discovery had taken place, informal discovery was an adequate substitute. *See* 927 F.2d at 159; *see also Dickey v. R.R. Donnelley & Sons Co.*, No. 1:18CV920, 2021 WL 1169245, at *3 (M.D.N.C. Mar. 26, 2021) (finding “all factors support a finding that the settlement is fair” because “while the parties did not engage in formal discovery prior to settlement, they exchanged material information”). So too here: the key information furnished by Defendants enabled Plaintiffs to determine the size of each Class and to assess the scope of Defendants’ potential liability, providing a foundation for informed settlement negotiations. *See In re Red Hat, Inc. Sec. Litig.*, No. 5:04-CV-473, 2010 WL 2710517, at *2 (E.D.N.C. June 11, 2010) (recommending approval prior to merits-based discovery where “the parties have been able to make informed decisions regarding settlement”), *report and recommendation adopted*, No. 5:04-CV-473, 2010 WL 2710446 (E.D.N.C. July 8, 2010).

Beyond formal discovery, extensive communications between counsel prior to and following the Parties’ mediation sessions likewise favor approval. The Parties’ exchange of information on key legal disputes—for example, on the appropriate statute of limitations period and on Defendants’ argument that class members who filed a borrower defense application would recoup a windfall—resolved certain disputes and otherwise clarified the Parties’ stances, enabling the Parties to assess their litigation risk more accurately. Ex. 2 at ¶ 6-8, 12-13. Just as disputes around the proper scope of discovery facilitate better understanding of parties’ respective positions on legal issues, the Parties’ communications narrowed points of disagreement and allowed for more informed settlement negotiations.

3. Circumstances Surrounding Negotiations

This factor serves to assure that the settlement is the result of arm's-length negotiations based on counsel's informed understanding of the case. *See Mills*, 265 F.R.D. at 255. "Absent evidence to the contrary, the Court should presume that settlement negotiations were conducted in good faith and that the resulting agreement was reached without collusion." *Archbold v. Wells Fargo Bank, N.A.*, No. 3:13-CV-24599, 2015 WL 4276295, at *2 (S.D.W. Va. July 14, 2015); *Kirven v. Cent. States Health & Life Co. of Omaha*, No. CA 3:11-2149, 2015 WL 1314086, at *5 (D.S.C. Mar. 23, 2015) (same). The circumstances here include a vigorously contested motion to dismiss; an initial mediation that, while productive, did not yield a settlement and concluded with the parties remaining far apart in monetary terms; over four months of continued discussion and exchange of authority on contested legal issues; a second mediation that finally produced agreement on total monetary terms; and four more months of extensive back and forth on the non-monetary terms of the settlement, even after the Parties had come to an agreement on monetary terms. The success in finally reaching an agreement has been based on a well-developed understanding of the factual and legal issues in this case and has been achieved only through the involvement of Michelle Yoshida and Michael K. Lewis as mediators. *See In re Outer Banks Power Outage Litig.*, 2018 WL 2050141, at *3 ("mediation with a highly experienced mediator" supported finding that settlement was the result of "arms-length negotiations"). All of these circumstances favor approval of the proposed settlement.

4. Experience of Counsel

Plaintiffs' lead counsel Relman Colfax PLLC ("Relman Colfax") is a civil rights law firm based in Washington, DC, with a national practice. Relman Colfax routinely litigates a wide

range of discrimination cases in federal court including many cases, like this one, that involve lending and other consumer issues under both state and federal law. *See* Ex. 4.

Relman Colfax previously litigated what is, to their knowledge, the first and only discrimination class action certified against a for-profit college. *See* Order Granting Preliminary Approval of Proposed Class Action Settlement, *Morgan v. Richmond School of Health and Technology, Inc.* (“*RSHT*”) No. 3:12-cv-373 (E.D. Va. July 25, 2013), ECF No. 100 at ¶ 11. There, counsel brought reverse redlining claims under Title VI and ECOA and secured a \$5,000,000 settlement for a class of students enrolled at a for-profit university. *See* Settlement Agreement, *RSHT*, No. 3:12-cv-373 (E.D. Va. Apr. 9, 2013), ECF No. 81-1. Counsel have further experience serving as class counsel for multiple certified class actions, including: *Fair Hous. Ctr. Of Cent. Indiana, Inc. v. Rainbow Realty Grp., Inc.*, No. 1:17-CV-1782, 2020 WL 1493021 (S.D. Ind. Mar. 27, 2020) (predatory rent to buy program targeted on the basis of race and ethnicity); *Flack v. Wisconsin Dep’t of Health Servs.*, 18-cv-209 (W.D. Wis. 2019) (denial of Medicaid coverage for treatments related to gender transition); and *Moore v. Duke*, Civ. No. 00-953 (D.D.C. 2000) (discrimination by U.S. Secret Service). In each of the class cases, the court found Relman Colfax to be qualified to serve as class counsel. For example, in *Moore*, the court stated that “[t]here is no dispute as to whether the plaintiffs’ class counsel are appropriate, and there is no indication that class counsel lack the experience and knowledge required to represent the class.” *Moore v. Napolitano*, 926 F. Supp. 2d. 8, 35 (D.D.C. Feb. 25, 2013). And counsel have deep experience and knowledge in prosecuting “reverse redlining” cases such as this one, which allege the discriminatory targeting of a predatory practice or product. In addition to *Rainbow Realty Group*, noted above, these include, *e.g.*, *Mayor & City Council of Baltimore v. Wells Fargo Bank, N.A.*, NO. 08-62, 2011 WL 1557759 (D. Md. Apr. 22, 2011); *City of*

Memphis v. Wells Fargo Bank, N.A., No. 09-2857, 2011 WL 1706756 (W.D. Tenn. May 4, 2011); and *Saint-Jean v. Emigrant Mortgage Co.*, No. 11CV2122, 337 F. Supp. 3d 186 (E.D.N.Y. 2018).

Plaintiffs' co-counsel, National Student Legal Defense Network ("Student Defense"), possesses additional, specialized experience that weighs in favor of approval. Student Defense is a non-profit organization that works to advance students' rights to educational opportunity, including by addressing civil rights disparities in higher education and in the student lending system. *See* Ex. 5. Student Defense is co-counsel on several active litigation matters brought against educational institutions for fraud and other claims similar to those at issue here, including: *Lopez v. California Institute of Technology*, No. 23-607810 (Sup. Ct. Cal., filed July 20, 2023) (class suit against Caltech and online learning provider for false advertising, fraud, and other state law violations); *Fuller, et al. v. Bloom Institute of Technology, formerly d/b/a Lambda School, et al.*, 23-605179 (Sup. Ct. Cal., filed Mar. 16, 2023) (class suit against coding bootcamp for violating consumer protection laws); *Dunagan et al. v. Illinois Institute of Art, et al.*, No. 19-cv-809 (N.D. Ill., Am. Compl. filed Apr. 19, 2019) (class suit against school that lost accreditation for defrauding students); *Detmer, et al. v. La 'James College of Hairstyling, Inc. of Fort Dodge, et al.*, 05771 LACL 147597 (Ia. District Ct. for Polk Cnty. Compl. Filed March 30, 2020) (class suit against cosmetology school for delayed disbursement of financial aid).

Counsel's experience litigating class actions and reverse redlining and other discrimination claims, including in the context of for-profit education, gives substantial credence to their representation to the Court herein that the settlement is fair. *See, e.g., Comm'rs of Pub. Works*, 340 F.R.D. at 248.

B. The Adequacy Factors

The adequacy factors also indicate that the Court should preliminarily approve the Settlement Agreement.

1. Relative Strength of Plaintiffs' Case on the Merits and Difficulties of Proof or Strong Defenses Likely at Trial

The first two adequacy factors are often addressed in tandem. *See, e.g., Haney v. Genworth Life Ins. Co.*, No. 3:22CV55, 2023 WL 174956, at *6 (E.D. Va. Jan. 11, 2023); Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment (grouping these two factors together). These factors consider “how much the class sacrifices in settling a potentially strong case in light of how much the class gains in avoiding the uncertainty of a potentially difficult case.” *Haney*, 2023 WL 174956, at *6 (quoting *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 573 (E.D. Va. 2016)). Undersigned counsel are very confident in the strength of Plaintiffs' case, yet are cognizant that “no matter how confident one may be of the outcome of litigation, such confidence is often misplaced.” *Mills*, 265 F.R.D. at 256 (quoting *W. Va. v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743–744 (S.D.N.Y. 1970)).

This case includes issues that are typically difficult to prove, an obstacle that is regularly noted when applying the first two adequacy factors. *See, e.g., Jiffy Lube*, 927 F.2d at 159. Plaintiffs must prove both that (1) Defendants' practices were unfair and predatory, and (2) that Defendants either intentionally targeted on the basis of a protected class, or that there is a disparate impact on the basis of a protected class. *See Carroll v. Walden Univ., LLC*, 650 F. Supp. 3d 342, 357, 360 (D. Md. 2022). To the first requirement, Plaintiffs would need jurors to find that Walden's practices were indeed unfair and predatory, and reject Walden's likely argument that they were instead legitimate business practices that provided benefits to students. To the second requirement, Plaintiffs would need jurors to find the witnesses supporting the

discriminatory intent claim more persuasive than those who would sharply dispute it, and on jurors' willingness to infer discrimination from other evidence such as the over-representation of Black and female students in the study body. Walden would likely raise as a defense that the school's education is geared toward low-income students, and that focusing on recruiting low-income students is a legitimate and even commendable business practice despite any resulting over-representation of Blacks. This defense might appeal to a jury.

Walden's motion to dismiss also demonstrates that there are considerable legal hurdles that Plaintiffs must overcome to prevail. For example, as this Court recognized, "to survive a motion for summary judgment [on their Title VI claim] Plaintiffs must establish a *prima facie* case of discrimination" and generate a genuine dispute of material fact as to whether a jury could conclude that Walden discriminated on the basis of race and sex. *Carroll*, 650 F. Supp. 3d at 358. With respect to their ECOA claim, Plaintiffs would need to establish that ECOA applies to the conduct at issue based on a sufficiently direct connection between Walden's discriminatory conduct and the loans they obtained—an obstacle that is surmountable but not without legal difficulty. *See id.* at 359-60.

Plaintiffs face further risks in persuading the Court that a sizable portion of Class members' claims are not time barred. Based on months of negotiations, Plaintiffs expect that—absent settlement—Defendants would contend that the three-year statute of limitations applicable to Title VI claims bars those claims for students who enrolled prior to July 7, 2015, and that the five-year statute of limitations applicable to ECOA claims bars those claims for students who enrolled prior to July 7, 2013. If Defendants prevailed on this issue, the damages available to Plaintiffs could be reduced by over 60% and the number of Class members could fall by over 55%. Ex. 2 at ¶¶ 8, 13. Plaintiffs believe that, pursuant to the continuing violations doctrine, the

statutes of limitations do not apply as Defendants contend, but again it is not a certainty that the Court will agree.

Plaintiffs must also overcome the hurdle of class certification. Defendants are likely to litigate vigorously against a class certification motion made outside the context of settlement and to seek immediate appeal of an order granting class certification. *See* Fed. R. Civ. P. 23(f). And although Plaintiffs must demonstrate that the Settlement Class satisfies the requirements of Rule 23, this obstacle is easier to overcome in the settlement context because “a district court need not inquire whether the case, if tried, would present intractable management problems.” *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (citing Fed. R. Civ. P. 23(b)(3)(D)); *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 476-77 (D. Md. 2014) (same).

In short, there would be genuine factual and legal challenges to prevailing in this case, which favors approval of the proposed settlement.

2. Duration and Expense of Additional Litigation

There is no doubt that litigation of this case through discovery, summary judgment, trial, and appeal would require substantial additional time and expense. Fact and expert discovery on class certification issues and litigation of the class certification motion alone would take a considerable amount of time (more than a year under the schedule jointly proposed by the Parties and adopted by the Court) and expense. Assuming the Court granted Plaintiffs’ class certification motion, merits discovery would likely include a very large number of fact deponents given the many students, teachers, and administrators who have been enrolled at or employed by Walden, and relevant outside consultants and vendors (*e.g.*, with respect to marketing). Trial would be lengthy because there could be a very large number of fact witnesses; three to four weeks is not unlikely. There would also be dueling expert witnesses regarding business administration

doctoral programs, demographics, marketing, and possibly other subjects. Throughout all of this, there would be hard-fought motions practice, as indicated by the history of the litigation to date.

And, as in *In re MicroStrategy, Inc. Sec. Litig.*:

Nor is it likely that this litigation would have ended with a jury verdict; there is little doubt that a jury verdict for either side would only have ushered in a new round of litigation in the Fourth Circuit and beyond, thus extending the duration of the case and significantly delaying any relief for plaintiffs.

148 F. Supp. 2d 654, 667 (E.D. Va. 2001) (“*MicroStrategy*”).

Full litigation, in short, would require several years and millions of dollars in fees and expenses, in addition to the risk of an unfavorable outcome.

3. Solvency of Defendant and Likelihood of Recovery on a Litigated Judgment

At this time, Plaintiffs do not anticipate difficulty collecting a potential judgment from Defendants. Nevertheless, the settlement provides substantial relief to Class members, obviating any solvency-related concerns that may arise were their claims to be litigated over the course of the next several years.

4. Degree of Opposition

All of the Plaintiffs support the proposed settlement, *see* Decl. of A. Carroll (Ex. 6) at ¶ 12; Decl. of C. Charles (Ex. 7) at ¶ 12; Decl. of T. Fair (Ex. 8) at ¶ 12; Decl. of T. Fluker (Ex. 9) at ¶ 11, and no opposition has been identified, *see* Ex. 2 at ¶ 24. If the instant motion is granted, Plaintiffs will address at the final approval hearing any opposition articulated after notice is provided to members of the class.

C. Reasonableness

As noted above, there are no specific factors used to assess reasonableness in the Fourth Circuit. Factors that Plaintiffs believe are relevant, however, all favor approval of the proposed settlement.

1. The Size of the Recovery is Reasonable

The settlement achieves an excellent result for the class, especially in light of the legal and factual obstacles that Plaintiffs would otherwise need to overcome and the costs of proceeding through trial and appeal. The \$28.5 million settlement fund represents approximately 31% of the costs that Class members who enrolled between 2008 and 2018 were charged for what Plaintiffs allege were excess capstone credits. It is 79% of the costs that Class members who enrolled between 2013 and 2018 were charged for excess capstone credits, which Defendants contend is the correct time period based on their statute of limitations argument discussed *supra*. Ex. 2 at ¶ 12-13. In *RSHT*—a class action involving ECOA and Title VI civil rights claims against a for-profit college that is the most analogous case anywhere in the country to this one—the court approved a settlement amounting to 19% of the tuition at issue paid by Class members.⁷ In *Cullen v. Whitman Med. Corp.*, another class action similar to this one, the court approved a settlement for only 17% of the tuition at issue paid by the students.⁸ 197 F.R.D. 136, 144, 148 (E.D. Pa. 2000). And in other cases, courts have approved class action settlements reflecting much lower percentage recoveries. *See, e.g., MicroStrategy*, 148 F. Supp. 2d at 666 n.22 (collecting cases approving settlements with recoveries of 5% to 16%). The recovery here is well within the bounds of reasonableness.

2. The Incentive Awards for the Named Plaintiffs are Reasonable

Fed. R. Civ. P. 23(e)(2)(D) authorizes the payment of incentive awards to named

⁷ See Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, No. 3:12-cv-373, ECF No. 93 at 19 (July 16, 2023) ("settlement fund represents approximately 19% of the tuition that the Class Members paid to [Defendant]"); Order Granting Final Approval of Proposed Class Action Settlement, No. 3:12-cv-373, ECF No. 100 (July 25, 2013) (approving settlement).

⁸ Just as the 31% here, the 19% and 17% figures both reflect the full recovery, *i.e.*, before any allocation for fees and costs.

Plaintiffs to ensure that the settlement “treats class members equitably relative to each other.” *See* William B. Rubenstein, 5 Newberg and Rubenstein on Class Actions § 17:13 (6th ed.) (“To the extent that the class representatives . . . took risks, or protected the class’s interests through their work, it is surely equitable to provide them a modest extra payment from the class’s recovery.”). “To determine whether an incentive payment is warranted, the court should consider ‘the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.’” *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 483 (D. Md. 2014) (quoting *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998)). Here, the class members have benefitted tremendously from the named Plaintiffs’ steadfast work on their behalf, and Plaintiffs should be compensated accordingly.

The four named Plaintiffs have all devoted substantial time and effort to the development and prosecution of the lawsuit. They have met with counsel in-person, by video, and telephonically on many occasions, searched for and provided documents, and subjected themselves to public attention as this case has attracted significant media interest, which resulted in unwelcome calls and outreach to some of the Plaintiffs. All four Plaintiffs traveled to New York to attend the May 4 mediation in-person, and all met with mediator Lewis prior to the second mediation. After the Parties reached a tentative agreement on monetary terms, Plaintiffs provided their approval and offered invaluable input during the lengthy negotiation of on the non-monetary terms of the settlement agreement—advocating not only for their own interests, but those of the whole class. Ex. 6 at ¶¶ 9-11; Ex. 7 at ¶¶ 9-11; Ex. 8 at ¶¶ 9-11; Ex. 9 at ¶¶ 8-10. Further, in agreeing to the settlement, Plaintiffs Carroll, Charles, and Fair are forfeiting their individual state law claims under the Minnesota Prevention of Consumer Fraud Act, the

Minnesota False Statement in Advertising Act, Minnesota Uniform Deceptive Trade Practices Act, and the common law for fraudulent misrepresentation. *See* First Am. Compl. at 63-68. These Plaintiffs are thus foregoing sums they could have obtained had they pursued their cases individually.

The \$25,000 incentive awards for each of the four named Plaintiffs are reasonable. *See, e.g., Binotti v. Duke Univ.*, No. 1:20-CV-470, 2021 WL 5366877, at *5-*6 (M.D.N.C. Aug. 30, 2021) (approving \$65,000 incentive award and collecting cases with incentive awards from \$85,000 to \$300,000 per plaintiff); *In re Titanium Dioxide Antitrust Litig.*, No. 10-CV-00318, 2013 WL 6577029, at *1 (D. Md. Dec. 13, 2013) (approving \$125,000 incentive award); *Helmick v. Columbia Gas Transmission*, No. 2:07-cv-00743, 2010 WL 2671506, at *3 (S.D.W.V. July 1, 2010) (approving \$50,000 incentive award in addition to regular distribution from settlement proceeds); William B. Rubenstein, 5 Newberg and Rubenstein on Class Actions § 17:8 tbl.1 (6th ed.) (summarizing study showing mean incentive award of \$24,517 per plaintiff in 2021 inflation-adjusted USD).

3. The Attorneys' Fees and Costs are Reasonable

Plaintiffs anticipate seeking an award of up to \$7,125,000 for attorneys' fees and expenses, out of the \$28.5 million settlement fund. Courts in the Fourth Circuit typically use the percentage-of-the-fund method in calculating attorneys' fees in common fund cases. *See, e.g., Kay Co. v. Equitable Prod. Co.*, 749 F. Supp. 2d 455, 462 (S.D.W. Va. 2010) ("Courts have increasingly favored the percentage method for calculating attorneys' fees in common fund cases."). In determining the appropriate percentage to award, courts in the Fourth Circuit look at several factors, as outlined in *Barber v. Kimbrell's, Inc.*: "(1) the time and labor expended; (2) the novelty and difficulty of the questions raised; (3) the skill required to properly perform the

legal services rendered; (4) the attorney's opportunity costs in pressing the instant litigation; (5) the customary fee for like work; (6) the attorney's expectations at the outset of the litigation; (7) the time limitations imposed by the client or circumstances; (8) the amount in controversy and the results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between attorney and client; and (12) attorney's fees awards in similar cases." 577 F.2d 216, 226 n.28 (4th Cir. 1978); *see also Berry v. Schulman*, 807 F.3d 600, 618 (4th Cir. 2015) (affirming use of the *Barber* factors).

The *Barber* factors favor award of one-fourth of the common fund. "[T]he most critical factor in determining the reasonableness of a fee award is the degree of success obtained." *Doe v. Chao*, 435 F.3d 492, 506 (4th Cir. 2006) (quoting *Farrar v. Hobby*, 506 U.S. 103, 114 (1992)). Plaintiffs' counsel have achieved an extremely successful result here, especially given the infrequency of comparable legal claims, the high-powered defense mounted by Walden, and Walden's total exposure. "Although Congress explicitly authorized class action litigation in enacting the ECOA, such litigation is extraordinarily rare." William B. Rubenstein, Newberg and Rubenstein on Class Actions § 21:5 (6th ed.). That is because "the rewards of most ECOA cases likely do not exceed the costs of pursuing them" given difficulties in proving discrimination claims, especially on a class-wide basis. *Id.* Class litigation under Title VI is likewise both rare and difficult to pursue for the same reasons. In this case, Plaintiffs' counsel faced great risk pursuing a legal theory that is not common and devoting millions of dollars' worth of attorney time to a risky lawsuit. Ex. 2 at ¶ 16. Moreover, Plaintiffs' counsel achieved this result against one of the nation's leading law firms which, according to public filings, charges between \$655 and \$1,690 per hour for attorneys. *Id.* at ¶ 15. In light of these challenges, the result here is

remarkable: the settlement fund represents approximately 31% of the excess costs for capstone credits paid by Class members who enrolled between 2008 and 2018 (Walden's maximum exposure), and 79% of the excess costs paid by those who enrolled between 2013 and 2018 (Walden's maximum exposure if they prevailed on their statute of limitations argument). As detailed *supra*, this recovery would be a triumph in a run-of-the-mill class action. Here, it is exceptional.

The remaining *Barber* factors likewise support the fee award. Plaintiffs' counsel conducted a thorough investigation of Defendants' practices that spanned multiple years, briefed (and prevailed on) a contentious and complex motion to dismiss, and engaged in hard-fought settlement negotiations for more than half a year. Moreover, the experience, reputation and ability of the attorneys and the undesirability of the case within the legal community weigh in favor of a high fee award. In this case and in *RSHT*, Plaintiffs' counsel have demonstrated they are able and willing to bring claims under ECOA and Title VI against for-profit educational institutions like Walden, while few others have been willing to do so or capable of achieving similar results.

Fee awards in similar cases in this Circuit support an award of one-fourth of the settlement fund. Courts in the Fourth Circuit routinely award a larger portion of the settlement fund in attorneys' fees. *See, e.g., Galloway v. Williams*, No. 3:19-CV-470, 2020 WL 7482191, at *11 (E.D. Va. Dec. 18, 2020) (final approval of 33% of common fund); *Sims v. BB&T Corp.*, No. 1:15-CV-732, 2019 WL 1993519, at *3 (M.D.N.C. May 6, 2019) (same); *Deem v. Ames True Temper, Inc.*, No. 6:10-CV-01339, 2013 WL 2285972, at *6 (S.D.W. Va. May 23, 2013) (same); *DeWitt v. Darlington Cnty.*, No. 4:11-CV-00740, 2013 WL 6408371, at *7 (D.S.C. Dec. 6, 2013) (preliminary approval of 33.33% of common fund). This holds true in cases with

common funds significantly larger than the \$28.5 million dollar fund here. *In re Celebrex (Celecoxib) Antitrust Litig.*, No. 2:14-CV-00361, 2018 WL 2382091, at *5 (E.D. Va. Apr. 18, 2018) (final approval of one-third of the \$94 million settlement); *In re Titanium Dioxide*, 2013 WL 6577029, at *1 (final approval of 33.33% of \$163.5 million common fund).

Courts using the percentage method often perform a lodestar cross-check to confirm the reasonableness of the percentage award. *See, e.g., In re Cook Med., Inc., Pelvic Repair Syts. Prods. Liability Litig.*, 365 F. Supp. 3d 685, 701 (S.D. W. Va. 2019). The lodestar for Plaintiffs' counsel as of the end of February 2024 is over \$3,500,000, Ex. 2 at ¶ 16, meaning that Plaintiffs' requested fee award of \$7,125,000 yields a multiplier of approximately two and class action approval and settlement administration are not yet complete. According to one study, the average lodestar multiplier in this Circuit is 2.43. *See Theodore Eisenberg & Geoffrey P. Miller, Attorney Fees and Expenses in Class Action Settlements: 1993–2008*, 7 J. Empirical Legal Stud. 248, 272 tbl.14 (2010). In light of the *Barber* factors discussed above, the lodestar multiplier here is reasonable.

In accordance with Fed. R. Civ. P. 23(h) and Fed. R. Civ. P. 54(d)(2), Plaintiffs will move for an award of fees in an amount no greater than \$7,125,000 as part of their motion for final approval of the settlement.

II. A SETTLEMENT CLASS SHOULD BE PROVISIONALLY CERTIFIED UNDER RULES 23(a), 23(b)(2), and 23(b)(3)

The Settlement Agreement provides that the settlement will be effectuated through class action treatment, and the parties will support certification for this purpose. *See Settlement Agreement* at §§ 2-3, 16-17. For a class to be certified, it must meet the requirements of Fed. R. Civ. P. 23. *Jonathan R. v. Just.*, 344 F.R.D. 294, 302 (S.D.W. Va. 2023). This requires that Plaintiffs satisfy each of the four criteria provided in Rule 23(a)(1)-(4), but only one of three

subcategories of Rule 23(b). *Id.* Rule 23 should be given “a liberal, rather than a restrictive, construction” along with “a standard of flexibility that will ‘best serve the ends of justice for the affected parties and . . . promote judicial efficiency.’” *Good v. Am. Water Works Co., Inc.*, 310 F.R.D. 274, 285 (S.D.W. Va. 2015) (quoting *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 424 (4th Cir. 2003)).

The proposed Settlement Class satisfies the criteria of Rule 23(a). The proposed Settlement Class also satisfies Rule 23(b)(2) with respect to injunctive relief, and Rule 23(b)(3) with respect to monetary relief. Certification under multiple subsections of Rule 23(b) is proper. *See, e.g., Eubanks v. Billington*, 110 F.3d 87, 96 (D.C. Cir. 1997); *Fisher v. Virginia Elec. & Power Co.*, 217 F.R.D. 201, 214 (E.D. Va. 2003). Because the requirements of Rule 23 are met, the Court should provisionally certify the Settlement Class.

A. Rule 23(a) is Satisfied

1. Rule 23(a)(1) – Numerosity

The Parties’ exchange of information during settlement negotiations confirmed that the proposed class is composed of thousands of students. Ex. 2 at ¶ 7. This easily satisfies the Rule 23(a)(1) requirement that “the class is so numerous that joinder of all members is impracticable.” *See, e.g., In re Zetia (Ezetimibe) Antitrust Litig.*, 7 F.4th 227, 234 (4th Cir. 2021) (noting that “a class of 40 or more members raises a presumption of impracticability of joinder based on numbers alone”); *see also Santos v. E&R Servs., Inc.*, No. DLB-20-2737, 2021 WL 6073039, at *8 (D. Md. Dec. 23, 2021) (same).

2. Rule 23(a)(2) – Commonality

To satisfy commonality, “a single common question will do.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). Commonality is present when the claims of class members

“depend upon a common contention . . . [that is] capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 350. Only one such common issue of law or fact is needed to satisfy commonality. *See, e.g., id.* at 359; *Fernandez v. RentGrow, Inc.*, 341 F.R.D. 174, 201 (D. Md. 2022). “This does *not* mean, of course, that the entire *case* must be decided by a single issue.” *Soutter v. Equifax Info. Servs., LLC*, 307 F.R.D. 183, 200 (E.D. Va. 2015) (emphases in original). Moreover, as recognized in the Fourth Circuit, “[m]inor differences in the underlying facts of individual class members’ cases do not defeat a showing of commonality where there are common questions of law.” *J.O.P. v. U.S. Dep’t of Homeland Sec.*, 338 F.R.D. 33, 53 (D. Md. 2020) (quoting *Hewlett v. Premier Salons Int’l, Inc.*, 185 F.R.D. 211, 216 (D. Md. 1997)).

Though one only is needed, here there are several common factual and legal questions that are central to resolving this dispute and capable of classwide resolution, satisfying Rule 23(a)(2). These include whether Walden systematically targeted Black, female, and nontraditional students through advertising and marketing; whether it systematically misrepresented the number of credits required to complete the capstone component of the DBA program, including through its website and standardized representations by enrollment advisors; whether doing so was predatory or, to the contrary, a justifiable business choice; whether ECOA applies to the conduct at issue; whether the targeting of nontraditional students disproportionately harmed Black and female students; and whether such targeting is a justifiable business choice. Cases like this, where Plaintiffs’ allegations are based on Defendants’ “standardized conduct,” are especially appropriate for class treatment. *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 61 (E.D. Va. 2021), *aff’d sub nom. Williams v. Martorello*, 59 F.4th 68 (4th Cir. 2023). That is because such conduct allows key questions—e.g., did Walden

systematically target based on race and gender— to be answered “in one stroke,” *Dukes*, 564 U.S. at 350, for the whole class.

Intentional Targeting of Black and Female Students. Plaintiffs allege that as a result of Walden’s deliberate targeting of Black and female students, the university’s recipients of doctoral degrees in Business are significantly more likely to be Black than recipients of such degrees at other universities. First Am. Compl., ¶ 138; Ex. 2 at ¶ 19. Similarly, sixty-eight percent of its doctoral recipients in 2020 were women, significantly higher than the percentage of female doctoral recipients across universities nationally. First Am. Compl. at ¶ 160; Ex. 2 at ¶ 20 & Attachs. H, I. Plaintiffs allege that this resulted from Walden engaging in a uniform practice of directing an overwhelming portion of its local advertising in markets with higher-than-average Black populations, First Am. Compl. at ¶ 146, in which the university used approximately ninety to one hundred percent of its local advertising budget in areas with an above-median percentage of Black residents. *id.*, ¶¶ at 142, 147-49. The content of Walden’s social media, website, and other media advertising also reflected its uniform targeting of Black and female students by prominently featuring Black people, explicitly announcing its top ranking in awarding doctorates to Black students, and promoting the suitability of its academic programs for mothers, wives, and working women. *Id.* at 151-52, ¶¶ 165-67; Ex. 2 at ¶ 21 & Attachs. J, K.

Whether Walden intentionally targeted Black and female students to enroll them into its DBA program raises common questions of racial and gender discrimination.

Intentional Targeting of Nontraditional Students. Plaintiffs also allege that Walden uniformly targets nontraditional students. The university consistently advertised and marketed to nontraditional students through video and social media advertisements, as well as advertisements displayed on its websites. Many of its advertisements that appear on social media platforms and

internet searches feature older students, students who are full-time employees, and students with children. First Am. Compl. at ¶¶ 170-76. These advertisements coincided with Walden’s messaging, in which the university describes itself as a university that is suitable for working professionals, parents, and older individuals. *Id.*; Ex. 2 at ¶ 21.

Whether Walden knowingly targeted nontraditional prospective students through systematic marketing, and whether doing so disparately impacted Black and female students, raise common questions of gender and racial discrimination.

Walden’s False Representations Through Its Website. Plaintiffs allege that Walden, through its website, knowingly understated the number of credits students were required to take for completion of the capstone portion of the DBA program. First Am. Compl. at ¶ 109; *see also* Ex. 2 at ¶ 22 & Attach. L (Minnesota Office of Higher Education’s Walden University Doctoral Program Review, Oct. 23, 2019) at 101 (“Given the average capstone credits students t[ook], it is likely that many students complete[d] their program with more than the minimum credits and therefore end[ed] up paying more than the minimum tuition costs.”). The website indicated that nineteen or twenty capstone credits were required. Ex. 2 at ¶ 18 & Attachs. B-G. But, Plaintiffs allege, Walden actually required students to complete many more capstone credits, resulting in, on average, over \$30,000 in extra costs per student. First Am. Compl. at ¶ 16.

The consistent information on Walden’s webpage about required credits served as standardized information that Walden intended prospective and enrolled students to rely on. *Id.*, at ¶¶ 64, 85-86. *See, e.g., Butela v. Midland Credit Mgmt. Inc.*, 341 F.R.D. 581 (W.D. Pa. 2022) (certifying class based on “common questions” concerning the “uniform conduct by [the defendant] with respect to every class member”). Information shared between the Parties during mediation confirms Plaintiffs’ allegations that Walden’s own data made clear that students would

likely have to enroll in more capstone credits than what was stated on Walden’s website. *See* Ex. 2 at ¶ 9.

Whether Walden knowingly engaged in predatory misrepresentation of the number of capstone credits and thus the cost to complete the DBA program on its website raises a common question.

Walden’s False Representation Through Its Enrollment Advisors. Along with standardized misrepresentations on its website, Plaintiffs allege Walden’s enrollment advisors, or enrollment specialists, consistently communicated false information to prospective students to attract and ultimately enroll them for profit. First Am. Compl. at ¶¶ 95, 97; Ex. 6 at ¶¶ 4, 6; Ex. 7 at ¶¶ 4, 6; Ex. 8 at ¶¶ 4, 6; Ex. 9 at ¶¶ 3, 5. Even without discovery, documentary evidence shows that enrollment advisors served as sales agents for Walden to sell “our product” by establishing standardized, scripted ways to interact with prospective students. First Am. Compl. at ¶¶ 97-100; Ex. 2 at ¶ 17 & Attach. A (internal Walden document titled “Overcoming Objections”).

The process begins with a prospective student filling out an interest form on Walden’s website. First Am. Compl. at ¶¶ 96, 197, 217. An enrollment advisor would then communicate with prospective students using standard talking points that offered enrollment advisors guidance on how to overcome anticipated objections from prospective students about credit requirements, time of completing the program, and costs. *Id.*, at ¶¶ 99-101. Each named Plaintiff in this suit communicated with an enrollment advisor during their process of assessing doctoral degree options or enrolling at Walden and was also provided the same or similar misleading information from enrollment advisors regarding the amount of credit hours per semester to complete the DBA program and thus the cost of their education. Ex. 6 at ¶¶ 3-4, 6; Ex. 7 at ¶¶ 3-4, 6; Ex. 8 at ¶¶ 3-4, 6; Ex. 9 at ¶¶ 2-3, 5.

Whether enrollment advisors used uniform instructions from Walden to misrepresent the credit requirements and costs of the DBA program when speaking with prospective students to enroll them into Walden’s DBA program, and whether this amounts to a predatory practice, are common questions that are at the center of Plaintiffs’ claims. *See Jacob v. Duane Reade, Inc.*, 289 F.R.D. 408 (S.D.N.Y.), *on reconsideration in part*, 293 F.R.D. 578 (S.D.N.Y. 2013), *aff’d*, 602 F. App’x 3 (2d Cir. 2015) (finding that the defendant’s uniform conduct weighed in favor of commonality).

Accordingly, the issues discussed in this section are common ones of fact and law that would drive the resolution of this suit absent settlement, satisfying the commonality requirement.

3. Rule 23(a)(3) – Typicality

“The essence of the typicality requirement is captured by the notion that ‘as goes the claim of the named plaintiff, so go the claims of the class.’” *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 58 (quoting *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006)). The “class representative must generally be part of the class and have ‘the same interest and suffer the same injury as the class members,’ but typicality “does not require that the class representative’s claims be identical to those of the class.” *Id.* Instead, class representatives’ claims must only “fairly encompass those of the entire class.” *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560 (E.D. Va. 2016) (internal quotation marks omitted).

The evidence shows that the named Plaintiffs’ claims are typical of the class. They were enrolled in Walden’s DBA program during the class period; are female; are Black or biracial; were exposed to the standardized misrepresentations regarding the credit requirements and costs of the DBA program on Walden’s websites; and interacted with Walden’s enrollment advisors. As alleged for the class, the named Plaintiffs assert that they relied on the false representations

on Walden’s websites and the misrepresentations of the university’s enrollment advisors to enroll in the DBA program. All the named Plaintiffs, after completing the coursework phase of the DBA program, entered the capstone phase and had to take more capstone phase credits—and thus to pay significantly more money—than had been represented by Walden. Ex. 6 at ¶¶ 5-8; Ex. 7 at ¶¶ 5-8; Ex. 8 at ¶¶ 5-8; Ex. 9 at ¶¶ 4-7. This is precisely what is alleged as to the class, and demonstrates satisfaction of the typicality requirement.

4. Rule 23(a)(4) – Adequacy of Representation

“The adequacy inquiry . . . serves to uncover conflicts of interest between named parties and the class they seek to represent.” *Sharp Farms v. Speaks*, 917 F.3d 276, 295 (4th Cir. 2019) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625 (1997)). “For a conflict of interest to defeat the adequacy requirement, ‘that conflict must be fundamental.’” *Id.* (quoting *Ward v. Dixie Nat. Life Ins. Co.*, 595 F.3d 164, 179 (4th Cir. 2010)); *see also, Nelson v. Warner*, 336 F.R.D. 118, 124 (S.D.W.Va. 2020) (noting that “[o]nly conflicts that are fundamental . . . and that go to the heart of the litigation prevent a plaintiff from meeting . . . the adequacy requirement”). Class counsel’s competence and experience is also a second factor in determining adequacy of representation. *Mitchell-Tracey v. United Gen. Title Ins. Co.*, 237 F.R.D. 551, 558 (D. Md. 2006).

Adequacy is satisfied in both respects. First, no conflict exists between class representatives and other unnamed members of the class proposed, and the interests of the named Plaintiffs and the other students of the DBA program are aligned. There is a shared interest among class members in being properly compensated for the additional money they borrowed and spent due to Walden’s discriminatory targeting and in effecting changes to Walden’s practices and policies regarding its DBA program.

Second, undersigned counsel have extensive experience in consumer, discrimination, and class action litigation. Furthermore, by their litigation of this case, counsel have demonstrated that they are able to zealously pursue the class members' interests and are firmly committed to doing so. *See Chisolm v. TranSouth Fin. Corp.*, 194 F.R.D. 538, 556 n.16 (E.D. Va. 2000) (observing that through the "voluminous pleadings [and] filings" plaintiffs' counsel met "their duties under this analysis," and that counsel "represent[ed] the class with the fervor due under Rule 23 to the absent class members.").

B. Rule 23(b)(2) is Satisfied

Rule 23(b)(2) concerns certification with respect to injunctive or declaratory relief. *See Dukes*, 564 U.S. at 360. The Settlement Agreement includes several forms of significant injunctive relief. *See* Settlement Agreement at § 15. Thus, certification of a (b)(2) class is appropriate regarding these aspects of the settlement.

C. Rule 23(b)(3) is Satisfied

Rule 23(b)(3) certification generally applies to cases seeking significant monetary relief for a class. *Dukes*, 564 U.S. at 362 ("[W]e think it clear that individualized monetary claims belong in Rule 23(b)(3)."). It is appropriate here because the case satisfies the two relevant criteria: (1) "questions of law or fact common to class members predominate over any questions affecting only individual members, and (2) "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Rule 23 identifies four (non-exhaustive) factors that are pertinent to this inquiry:

- (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of a litigation concerning the controversy already begun by or against class members;

(C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

(D) the likely difficulties in managing a class action.

Id. The factor in subsection (D) is not relevant regarding a settlement-only class. *Graham v. Famous Dave's of Am., Inc.*, No. CV DKC 19-0486, 2022 WL 17584274, at *6 (D. Md. Dec. 12, 2022) (“[D]istrict courts need not consider the fourth factor . . . when deciding whether to certify a class for settlement purposes only.”).

“Courts in every circuit have uniformly held that the 23(b)(3) predominance requirement is satisfied despite the need to make individualized damage determinations.” *Reed v. Alecto Healthcare Servs., LLC*, 2022 WL 4115858, at *7 (N.D. W. Va. 2022). “Indeed, in actions for money damages under Rule 23(b)(3), courts usually require individual proof of the amount of damages each member incurred.” *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 428, 31 Employee Benefits Cas. (BNA) 1833, 57 Fed. R. Serv. 3d 132 (4th Cir. 2003). The common questions detailed above regarding commonality, such as whether Walden systematically targeted on the basis of race and gender, are the predominant issues pertaining to liability, and the resolution of those questions will serve as the basis for liability determinations as to each of the causes of action at issue. In any event, damages determinations will be simple and straightforward under the Settlement Agreement because they will be based on a pro rata calculation using objective data that Walden will provide from its business records.

The Settlement Class also satisfies subsection factors (A), (B), and (C), demonstrating that the class action device is superior. The “dominant[.]” purpose of factor (A) is to provide for the “vindication of the rights of groups of people who individually would be without effective strength to bring their opponents into court at all.” *Pitt v. City of Portsmouth*, 221 F.R.D. 438 (E.D. Va. 2004) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 616-17 (1997)); *see*

also In re TD Bank, N.A. Debit Card Overdraft Fee Litig., 325 F.R.D. 136, 162 (D.S.C. 2018) (finding that “the vast majority of class members have a *de minimis* interest in individually controlling the prosecution of their . . . claims because the monetary value of their damages would be dramatically outweighed by the cost of litigation an individual case”). The lack of economic resources and incentives for individual class members to bring their own suits are key considerations, *see Pitt*, 221 F.R.D. at 445-46, both of which are present in this case. Many of the same challenging factual and legal issues identified above would be present in individual, non-class litigation, in which claims and recovery would likely be under \$100,000 for more 90% of the individuals and under \$50,000 for more than two-thirds. This would not justify the substantial cost required to demonstrate Walden’s liability for damages. Given the costliness of individual litigation, this factor supports class certification.

For the factor in subsection (B), Plaintiffs are unaware of any other litigation concerning the controversy detailed in their complaint, apart from the only slightly overlapping and completed case addressed in footnote five. The factor in subsection (C) has been addressed and satisfied because Walden University, LLC and Walden e-Learning, LLC reside in Baltimore, MD, and both entities have their principal place of business in Baltimore, which is in this District. Defs.’ Answer, ¶¶ 39-40.

D. Plaintiffs’ Counsel Satisfy Rule 23(g) Requirements

Rule 23(g) requires the Court to appoint class counsel when it certifies a class. Plaintiffs’ counsel have meticulously and diligently investigated the potential class claims in this action; have substantial experience in discrimination, consumer, class action, and other complex litigation; are knowledgeable about the law relevant to this action; and have committed significant resources to representing the class. *See supra* at 13-15, 22-25. Accordingly, Class

counsel fairly and adequately represents the interest of the class. *See* Fed. R. Civ. P. 23(g)(1) & (4).

III. THE PROPOSED CLASS NOTICE SHOULD BE DISSEMINATED TO THE CLASS

Prior to finally approving the proposed settlement, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). Because Plaintiffs request certification (in part) under Rule 23(b)(3), the notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Similarly, due process requires reasonable notice and the opportunity to be heard or withdraw from the class. *See McAdams v. Robinson*, 26 F.4th 149, 157–58 (4th Cir. 2022); *see also Good v. Am. Water Works Co., Inc.*, No. CV 2:14-01374, 2016 WL 5746347, at *9 (S.D.W. Va. Sept. 30, 2016) (explaining that the notice should not be “a long brief of the parties’ positions” (citation omitted)).

The Settlement Agreement provides that notice of the settlement will be sent by the Claims Administrator to the individual class members in the form attached as Exhibit 2 to the Settlement Agreement via first-class United States mail, email, and text. Walden will provide the records necessary to ascertain the identity and last known contact information of the class members, and the claims administrator will conduct “tracing” to determine whether more up-to-date contact information is available. *See* Settlement Agreement § VI. First-class mailing in conjunction with tracing satisfies Rule 23 and due process where, as here, the parties have addresses, social security numbers, and phone numbers of the class members. *See Thorpe v. Virginia Dep’t of Corr.*, No. 2:20CV00007, 2023 WL 5038692, at *5 (W.D. Va. Aug. 8, 2023); *Minter v. Wells Fargo Bank, N.A.*, 283 F.R.D. 268, 275 (D. Md. 2012). Emails and texts will

make the notice process even more effective than the type of notice needed. The notice will be provided to class members with adequate time for them to decide if they want to object or opt out. *See* Settlement Agreement §§ 27-28 (opt-outs due nine weeks after deadline for mailing of notice; objections and rescissions of opt-outs due eleven weeks after deadline for mailing of notice).

The content of the proposed notice is also sufficient. As required under Rule 23(c)(2)(B) and Rule 23(e)(5), it describes the case and terms of settlement, provides the class definition, tells class member that they may appear through an attorney, tells them that they may be excluded from the class or object to the settlement and how to do so, and explains the binding effect of a class judgment on class members. The notice also describes the claims process that will be utilized if the settlement receives final approval.

Because the proposed notice satisfies the requirements of due process and Rule 23, its distribution to the class should be approved.

IV. PROPOSED SCHEDULE RELATED TO FINAL APPROVAL

If the Court grants preliminary approval of the proposed settlement, Plaintiffs respectfully propose the following schedule for the remaining procedural steps leading to the Court's final review:

Deadline for sending notice to Class Members identified on the basis of Defendants' records	3 weeks after entry of the Court's order preliminarily approving the settlement
Deadline for opting out	9 weeks after entry of the Court's order preliminarily approving the settlement
Deadline for rescinding opt-out or filing objection	11 weeks days after entry of the Court's order preliminarily approving the settlement

Deadline for Plaintiffs to file motion for final approval of settlement and to respond to any objections	12 weeks after entry of the Court's order preliminarily approving the settlement
Fairness Hearing	13 weeks after entry of the Court's order preliminarily approving the settlement

This schedule is reflected in the Settlement Agreement and its attachments. If this schedule is not convenient for the Court, Plaintiffs request that the Court use the same or greater intervals between each event listed to provide all Parties sufficient time to comply and to provide Class Members sufficient time to review the terms of the proposed settlement, consider their options, and act accordingly.

DATE: March 28, 2024

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2024, a true and correct copy of the foregoing Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Settlement Class, and Approval of Notice was served via CM-ECF on all attorneys of record.

Date: March 28, 2024

/s/ Tara K. Ramchandani
Tara K. Ramchandani

Attorney for Plaintiffs

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

SETTLEMENT AGREEMENT

This Settlement Agreement dated March 22, 2024 (“Settlement Agreement”) is entered into pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, the Settlement Agreement is entered into among Defendants Walden University, LLC, and Walden e-Learning, LLC (“Walden” or “Defendants”), and the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker (collectively “Plaintiffs”), both individually and on behalf of a class of current and former students in Walden’s Doctor of Business Administration (“DBA”) program. Defendants and Plaintiffs are the “Parties.”

BACKGROUND

Walden University is an online for-profit university headquartered in Minneapolis, Minnesota. This litigation was brought by four former Walden students on behalf of themselves and all others similarly situated. Plaintiffs asserted putative class claims for violation of Title VI of the Civil Rights Act of 1964 (“Title VI”), 42 U.S.C. § 2000d, *et seq.*, and violation of the

Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691, *et seq.*; and four claims on behalf of themselves for violation of Minnesota state and common law.

Plaintiffs alleged that Walden engaged in “reverse redlining” by (1) inducing enrollment through material misrepresentations about the cost and time required to complete its DBA program, and (2) intentionally targeting Black and female prospective students to enroll in the program. Specifically, Plaintiffs alleged that Walden misrepresented and understated the number of “capstone credits” required to complete the program and obtain a degree. Defendants have at all times denied these allegations.

This case was filed in the United States District Court for the District of Maryland on January 7, 2022. On March 23, 2022, Defendants filed a Motion to Dismiss Plaintiffs’ Complaint under Fed. R. Civ. P. 12(b). In their motion, Defendants argued that Plaintiffs failed to plead claims under Title VI or the ECOA, asserting that: (1) Plaintiffs did not allege any facts showing that Walden intentionally discriminated on the basis of race; (2) Plaintiffs could not prove a Title VI violation using a “reverse redlining” theory; and (3) Plaintiffs failed to allege any discriminatory credit practice to support an ECOA claim. Defendants further argued that the District Court lacked subject matter jurisdiction over the individual state and common law claims, and that Plaintiffs’ allegations could not support these individual claims for several additional reasons.

On November 28, 2022, the Court denied the Motion to Dismiss. On December 7, 2022, Plaintiffs filed a motion (with Defendants’ consent) to amend their complaint, adding Plaintiff Tareion Fluker to the lawsuit, which the Court granted. On February 2, 2023, Defendants filed an Answer denying all material allegations in the First Amended Complaint, asserting that Walden has not made any false or misleading statements regarding the DBA program requirements and

has not intentionally discriminated on the basis of race or gender, interposing affirmative defenses. Defendants have denied all liability for the claims and charges made in the Civil Action.¹

Plaintiffs, without conceding any infirmity in its claims in the Civil Action, and Defendants, without admitting or conceding any fault or liability whatsoever, and without conceding any infirmity in its defenses in the Civil Action, have concluded that further litigation of the Civil Action would be protracted and expensive and that it is desirable that the litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expenses, inconvenience and to dispose of burdensome and protracted litigation.

Accordingly, Plaintiffs, by their Counsel, and Defendants, by their Counsel, have conducted discussions and arm's-length negotiations with respect to a compromise and Settlement of the Civil Action.

Plaintiffs and their Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable and adequate to Plaintiffs and the Class, and in their best interests, and have agreed to settle the claims raised in the Civil Action pursuant to the terms and provisions of this Settlement Agreement, after considering: (i) the benefits that Plaintiffs and the members of the Class will receive from the Settlement Agreement; (ii) the attendant risks of litigation; (iii) the difficulties, expense and delays inherent in such litigation; (iv) the belief of Plaintiffs that the Settlement is fair, reasonable, and adequate, and in the best interest of all Class Members; and (v) the desirability of permitting the Settlement to be consummated as provided by the terms of this Settlement Agreement.

¹ See Section I below for definitions of capitalized terms not otherwise defined parenthetically.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, the Class, and Defendants, subject to the approval of the Court pursuant to the procedures mandated by Federal Rule of Civil Procedure 23(e), as follows:

I. DEFINITIONS

1. The following terms, as used in this Settlement Agreement, have the following meanings:
 - a. “Civil Action” means the above-styled litigation.
 - b. “Claimant” means an individual who has submitted a Claim Form.
 - c. “Claims Administrator” means Settlement Services, Inc.
 - d. “Claims Administration Costs” means costs and expenses of the Notice and instructions to Class Members and administration of the Settlement Fund, escrow fees, Taxes, custodial fees, and expenses incurred in connection with processing Claim Forms, distributing the Settlement Fund, providing any necessary tax forms to Class Members, and all other costs incurred in connection with administering the Settlement.
 - e. “Claim Form” means the form substantially in the form of Exhibit 1.
 - f. “Class” and “Settlement Class” mean all Class Members, excluding (1) the Judge presiding over this action (or the Judge or Magistrate presiding over the action through which this matter is presented for settlement), and members of their families; (2) the defendants, defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which the defendants or their parents have a controlling interest and their current or former officers, directors, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

g. “Class Member” means an individual who falls into at least one of the following categories: (a) all Black students who enrolled in and/or began classes for Walden University’s Doctor of Business Administration (“DBA”) program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

h. “Class Period” means the period beginning August 1, 2008 and ending January 31, 2018.

i. “Court” means the United States District Court for the District of Maryland, through the Judge assigned to the Civil Action.

j. “DBA program” means Walden’s Doctor of Business Administration program.

k. “Defendants” and “Walden” means Defendants Walden University, LLC and Walden e-Learning, LLC, and all its past and present officers, directors, employees, agents, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, shareholders, and all other persons, partnerships, or corporations with whom any of the former have been, or are now, affiliated and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

l. “Defense Counsel” means Latham & Watkins LLP.

m. “Effective Date” means the date upon which the Settlement contemplated by this Settlement Agreement shall become effective, as set forth in paragraph 56.

n. “Excess Capstone Credits” means the number of DBA capstone-level credits taken by a Class Member that is in excess of the number that Walden stated was the minimum required at the time they enrolled.

o. “FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99.

p. “Lead Plaintiffs’ Counsel” means the law firm of Relman Colfax PLLC.

q. “Notice” means the Notice of Proposed Settlement of Class Action, which is to be sent to members of the Class substantially in the form attached hereto as Exhibit 2.

r. “Order and Final Judgment” means the Order Granting Approval of Proposed Class Action Settlement, and Certification of Class, to be entered by the Court substantially in the form attached hereto as Exhibit 3.

s. “Order for Notice and Hearing” means the Order Granting Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Class and Approval of Notice, to be entered by the Court substantially in the form attached hereto as Exhibit 4.

t. “Plaintiffs’ Counsel” means the law firm of Relman Colfax, PLLC and attorney(s) of record in the Civil Action at National Student Legal Defense Network.

u. “Qualified Class Member” means a Plaintiff or Class Member who has submitted a Claim Form and been determined by the Claims Administrator to be eligible to receive a monetary share of the Settlement Fund.

v. “Released Claim(s)” means those claims defined in Section XI.

w. “Released Person(s)” means those persons defined in Section XI.

- x. “Settlement” means the settlement embodied by this Settlement Agreement.
- y. “Settlement Fund” means all the cash amounts paid by or on behalf of Defendants in settlement of the Civil Action, including any interest accrued on those amounts.
- z. “Taxes” means all (i) taxes on the income of the Settlement Fund and (ii) expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).
- aa. “*Thornhill* Payment” means the amount of any cash payment that a potential Class Member received pursuant to the settlement reached in *Thornhill v. Walden University*, No. 2:16-cv-00962 (S.D. Ohio).

II. SETTLEMENT CLASS

2. The Parties agree and stipulate that for purposes of resolution of claims for monetary relief, pursuant to the Court’s approval, the putative Class should be certified under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and that for purposes of resolution of claims for injunctive relief the putative Class should be certified under Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure.

3. The Parties agree that the following plaintiff class should be approved and certified pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure: all persons who fall into at least one of the following categories: (a) all Black students who enrolled in and/or began classes for Walden University’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled and/or began classes in Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some

or all of their Walden education; and (c) all female students who enrolled and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

III. ALLOCATION AND DISTRIBUTION OF MONETARY RELIEF

4. **Settlement Fund:** Defendants agree to pay or cause to be paid \$28,500,000, which shall constitute the Settlement Fund. The Settlement Fund shall be distributed into three separate accounts as follows:

a. Escrow Account: Within ten (10) days following the Effective Date, Defendants shall pay or cause to be paid, \$21,275,000 into an interest-bearing escrow account on behalf of Plaintiffs and the Class designated and controlled by the Claims Administrator (the "Escrow Account");

b. Attorneys' Fees Account: Within ten (10) days following the Effective Date, Defendants shall pay or cause to be paid, \$7,125,000 into an interest-bearing account designated by Lead Plaintiffs' Counsel, as payment to Plaintiffs' Counsel as attorneys' fees (the "Attorneys' Fees Account");

c. Administration Costs Account: Within five (5) days following the date of entry of the Order for Notice and Hearing, Defendants shall pay or cause to be paid, \$100,000 into an interest-bearing account designated and controlled by Lead Plaintiffs' Counsel (the "Administration Costs Account"). Funds from the Administration Costs Account may be dispersed, as reasonably required and without further approval of the Court, to pay Claims Administration Costs incurred by the Claims Administrator, billed to Lead Plaintiffs' Counsel as they become due. This amount does not limit the ability of Lead Plaintiffs' Counsel to seek

Court approval for dispersal of additional costs from the Settlement Fund prior to the balance of the Settlement Fund being disbursed to Class Members.

5. The Settlement will be non-recapture; *i.e.*, it is not a claims-made settlement. Defendants have no ability to keep or recover any of the Settlement monies unless the Settlement Agreement does not become effective.

6. **Allocation of Escrow Account:** Within twenty-one (21) days after the Effective Date, the funds in the Escrow Account shall be allocated and disbursed in the following manner:

a. \$100,000 shall be designated for incentive payments of \$25,000 to each of the Named Plaintiffs: Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker.

b. The balance of the funds in the Escrow Account shall be distributed pro rata to Qualified Class Members based on the proportion of each Qualified Class Member's Excess Capstone Credits to the sum of all Qualified Class Members' Excess Capstone Credits, except that the amount otherwise due to any Qualified Class Member who received a *Thornhill* Payment shall be reduced by the amount of such Payment.

7. If for any reason money remains in the Escrow Account or the Administration Costs Account one year after distribution of payments from the Escrow Account to Qualified Class Members, all such remaining money shall be donated to such non-profit organizations dedicated to the furtherance of the civil rights in higher education of Black people and women as Plaintiffs select at that time.

8. All Taxes shall be paid out of the Administration Costs Account, shall be considered to be a cost of administration of the Settlement, and shall be timely paid by the Claims Administrator without prior order of the Court.

9. The Claims Administrator shall be solely responsible for timely filing all informational and other tax returns necessary to report any net taxable income earned by the funds in the Escrow Account and shall timely file all informational and other tax returns necessary to report any income earned by the funds in the Escrow Account and shall be solely responsible for timely taking out of the funds in the Escrow Account, as and when legally required, any tax payments, including interest and penalties due on income earned by the funds in the Escrow Account. All taxes (including any interest and penalties) due with respect to the income earned by the funds in the Escrow Account shall be paid from the Settlement Fund. Defendants shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay taxes on income earned by the Settlement Fund or pay any taxes on the Settlement Fund, unless the Settlement is not consummated and the Settlement Fund is returned. In the event the Settlement is not consummated, Defendants shall be responsible for the payment of all taxes (including any interest or penalties) on said income.

10. Within ten (10) days after the Claims Administrator has resolved all timely-filed written challenges, and prior to disbursement of the funds in the Escrow Account, the Claims Administrator shall estimate the Claims Administration Costs expected to be incurred to finalize implementation and administration of the Settlement. Based on that estimation, Lead Plaintiffs' Counsel shall determine whether any remaining funds in the Administration Costs Account shall be dispersed to the Escrow Account for allocation to Qualified Class Members.

11. Administration and implementation of the Escrow Account shall be the responsibility of the Claims Administrator. Within twenty-one (21) days of the Effective Date or the date on which the Claims Administrator must make final determinations regarding the eligibility of Claimants pursuant to Sections IX and X, whichever is later, the Claims

Administrator shall make payments by, at the preference of each Class Member as set forth on Claim Forms, (a) mailing checks to the last known address of a Qualified Class Member, (b) making payment via Automated Clearing House transaction to the account provided by a Qualified Class Member, or (c) making payment via Venmo to the account provided by a Qualified Class Member; method (a) shall be utilized if no preference is given. The Claims Administrator shall use its best efforts to complete the disbursement of the Settlement Fund as expeditiously as possible.

12. **Allocation of Attorneys' Fees Account:** The Parties agree that Plaintiffs, the Settlement Class and Plaintiffs' Counsel are entitled to recover their reasonable attorneys' fees and costs that they have expended in this case in an amount of \$7,125,000, based on the "Common Fund" doctrine. This amount is allocated from the total Settlement Fund and represents 25% of the Settlement Fund. This amount shall be paid into the Attorneys' Fees Account within ten (10) days following the Effective Date.

IV. RELIEF PROVIDED BY THE SETTLEMENT

13. In full, complete and final resolution of the claims asserted or that could have been asserted in the Civil Action, and subject to the satisfaction of all the terms and conditions of this Settlement Agreement, the Parties shall comply with the following provisions:

14. **Monetary Relief:** As provided in Section III, Defendants shall pay or cause to be paid \$28,500,000 in settlement of the Civil Action.

15. **Nonmonetary Relief:** Defendants agree to the following undertakings as terms under this Settlement Agreement and consents to the jurisdiction of the Court for a period of four years following the Effective Date in the event of any alleged breach of this paragraph:

a. Website Disclosures and Verifications:

- i. Beginning 90 days following the date a final settlement is approved by the Court, Walden will disclose the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding 3 years of graduates on the “Tuition and Fees” section of the DBA Program website and in students’ enrollment agreements. Walden will accompany the aforementioned disclosures with a statement that the disclosures of median time to complete the DBA program and median cost to complete the DBA program reflect only those students who graduate from the program with a DBA degree and are not reflective of the entire DBA enrollment population. Additionally, such disclosures will be accompanied with a statement that historical statistics may not be predictive or representative of how long it will take individual students to complete their degrees.²
- ii. Beginning with the new academic year following the date a final settlement is approved by the Court, Walden will disclose in each DBA student’s enrollment agreement that (i) completing the DBA program may require up to 8 years of enrollment and up to a specified amount of tuition and fees (revised annually based on the cost of tuition), subject to tuition and fee increases; (ii) students are not guaranteed to complete the program within 8 years of enrollment; and (iii) students who reach the 8-year time-to-completion limit

² In the event that Walden cannot implement these disclosures within this 90-day period due to technological constraints, Walden will implement these disclosures at the beginning of the next full academic term following the 90-day period.

may be subject to dismissal from the program unless they obtain an extension, which is not guaranteed.³

- iii. Beginning 90 days following the date a final settlement is approved by the Court (or, in the event of technological constraints that prevent Walden from implementing the disclosures set forth herein, at the beginning of the next full academic term following the 90-day period) and updated on an annual basis, the Associate President and Provost of Walden will sign a verification form, attached as Exhibit 5, verifying compliance with the disclosure provisions herein. This verification will describe the data reviewed and certify the accuracy of the website and enrollment agreement disclosures described in Paragraphs 15(a)(i) and 15(a)(ii) above. Defendants will share the verification form with Plaintiffs' Counsel.
- iv. Walden will maintain these disclosures and issue the accompanying verifications for a minimum period of 4 years from the date of implementation.

b. Programmatic Changes:

- i. Eliminate University Research Reviewer ("URR") Role: In addition to prospective programmatic changes Walden is making pursuant to paragraph 15(b)(ii), below, Plaintiffs acknowledge that Walden is implementing other programmatic changes to help students complete their DBA degree as

³ In the event that Walden cannot implement these disclosures in enrollment agreements at the beginning of the next academic year due to technological constraints, Walden will issue the disclosures in a standalone electronic communication to newly enrolled students until such time as Walden has implemented the disclosures in enrollment agreements. Walden shall implement these disclosures in enrollment agreements no later than the start of the second academic year following the date a final settlement is approved by the Court.

efficiently as possible. For example, Walden eliminated the URR role in consideration of the issues raised in this litigation. Under the prior policies for the DBA program, each dissertation committee was required to include a designated URR responsible for performing a quality control function throughout the capstone process. Each committee member was required to independently approve a student submission of work for the student to progress to the next step in the capstone process. Under a new policy, Walden has eliminated the URR role on the dissertation committee. Presently, DBA dissertation committees are comprised of only two members—a committee chair and a second member—who are tasked with identifying content and methodology issues and are ultimately responsible for assuring the quality of the capstone study, which would help students complete the DBA program more efficiently. Unless otherwise required by a government agency or accreditor, Walden will, as an element of this Settlement, maintain this programmatic change for a minimum of 4 years following the date a final settlement is approved by the Court.

- ii. Other Programmatic Changes to Facilitate Completion of DBA Program: In response to issues raised by Plaintiffs in this litigation, Walden represents that it is making certain programmatic changes intended to help students reduce the time and cost for completion of the DBA program, while still meeting Walden's academic standards. Changes will be made in consultation with, as appropriate, state regulators, Walden's accreditor, and the U.S. Department of Education.

V. ORDER FOR NOTICE AND HEARING

16. Concurrently with submission of this Settlement Agreement, Plaintiffs shall submit to the Court an unopposed motion for entry of the Order for Notice and Hearing, requesting preliminary approval of the Settlement and certification of the Class; and authorization to disseminate Notice of such certification of the Class, of the Settlement, and of the final judgment contemplated by this Settlement Agreement to all known Class Members.

17. Defendants agree to affirmatively support Plaintiffs' motion and agree that the relief sought by Plaintiffs' motion is fair and adequate, and that the Court should grant it in its entirety.

VI. ADMINISTRATION OF NOTICE

18. Except as set forth in paragraph 30 regarding Class Members who received *Thornhill* Payments, within five (5) days after the date of entry of the Order for Notice and Hearing, Defendants shall prepare and deliver an Excel spreadsheet to the Claims Administrator containing the names, last known addresses, last known telephone numbers, last known email addresses, and dates of attendance of all potential Class Members ("Class Intake List"). Defendants shall simultaneously provide a copy of the spreadsheet to Lead Plaintiffs' Counsel.

19. The Claims Administrator shall conduct a trace using LexisNexis and the National Change of Address registry to determine, to the best extent possible and using its discretion, the most likely current address of each individual on the Class Intake List.

20. Within twenty-one (21) days after the date of entry of the Order for Notice and Hearing, the Claims Administrator shall cause a Notice substantially in the form of Exhibit 2 to be distributed via first class mail, email, and text to the most recent contact information for the

individuals on the Class Intake List, to the extent mailing addresses, email addresses, and mobile phone numbers are available.

21. Within twenty-one (21) days after the date of entry of the Order for Notice and Hearing, or as soon thereafter as publication schedules permit, the Claims Administrator shall cause the Notice to be published, substantially in the form of Exhibit 2, on a website dedicated to the Settlement (“Settlement Website”).

22. In accordance with FERPA implementing regulation 34 C.F.R. § 99.31(a)(9)(i), the Notice shall inform each potential Class Member that Walden, pursuant to the Court’s preliminary approval of the Settlement, intends to disclose to the Claims Administrator and Lead Plaintiffs’ Counsel the following additional information for each person on the Class Intake List unless the person objects within thirty (30) days: social security number, number of capstone credits completed as of the date the Order for Notice and Hearing is entered, and number of capstone credits required by Walden’s Course Catalog in effect as of the person’s DBA program start date. The Notice shall also state that a person who objects to the disclosure of this information will be deemed to have opted out of the proposed Settlement.

23. The Order for Notice and Hearing will order Walden to supplement the Class Intake List with the information set forth in the immediately preceding paragraph fifty (50) days after the Notice is distributed, except as to any person who objects to such supplemental disclosure.

24. No later than the earlier of the date on which the Claims Administrator first distributes the Notices or causes it to be published on the Settlement Website, the Claims Administrator shall maintain and staff with live persons a toll free “800” line to receive calls from Class Members between the hours of 9:00 a.m. and 7:00 p.m. (Eastern Standard Time),

Mondays through Fridays. At all other times, the line shall be answered by a voicemail message recording device. These hours of telephone coverage shall be subject to revision and modification upon agreement of the Plaintiffs and Defendants based on the recommendation of the Claims Administrator. The live persons staffing the “800” line shall be trained to provide information consistent with the Notice, and the voicemail message shall use language agreed upon by Plaintiffs and Defendants.

25. For each Notice mailed to a person on the Class Intake List and returned as undeliverable, the Claims Administrator shall, within ten (10) days after receipt of the undeliverable Notice, re-mail the Notice to any additional address obtained for such Class Member that the Claims Administrator, in its discretion, determines is reasonably likely to be the current address of such Class Member. The Claims Administrator will take comparable steps with respect to phone numbers and email addresses it determines are not accurate. The Order for Notice and Hearing shall specify that, for any person to whom Notice is redistributed in accordance with this paragraph, the thirty- to thirty-five-day period before Walden supplements the Class Intake List shall be reset to begin on the date of redistribution.

26. Class Members who wish to present objections to the proposed Settlement must do so in writing as specified by the procedure in the Notice. Written objections must be mailed and postmarked no later than seventy-seven (77) days after entry of the Order for Notice and Hearing to the United States District Court for the District of Maryland, 101 West Lombard Street Chambers 5B, Baltimore, MD 21201, and to Lead Plaintiffs’ Counsel and Defense Counsel. In the event the Claims Administrator receives a written objection, within five (5) days of receipt, the Claims Administrator shall serve copies on Lead Plaintiffs’ Counsel, who will

electronically file the written objection with the Court and cause the written objections to be served electronically on Defense Counsel contemporaneously therewith.

27. Class Members who wish to opt out of the proposed Settlement must do so in writing as specified by the procedure in the Notice. Requests to opt out of the proposed Settlement must be received by the Claims Administrator within sixty-three (63) days after entry of the Order for Notice and Hearing. The Claims Administrator shall determine whether a Class Member has timely satisfied the procedure set forth in the Notice. Any person deemed to have opted out in accordance with paragraph 22 will also be deemed to have timely satisfied the procedure set forth in the Notice. Within three (3) days of receipt of an opt-out, the Claims Administrator shall serve copies on Lead Plaintiffs' Counsel and Defense Counsel.

28. Any Class Member who exercises the right to opt out of the proposed Settlement shall have a right to rescind his or her opt-out by following the procedure specified in the Notice. Opt-out rescissions must be received by the Claims Administrator within seventy-seven (77) days after the entry of the Order for Notice and Hearing. The Claims Administrator shall determine whether a Class Member has timely satisfied the procedure set forth in the Notice. The parties agree that it would be appropriate and beneficial for the Court, through the offices of a Magistrate Judge or otherwise, to communicate with opt-outs prior to the rescission deadline regarding their decision to opt out.

29. Within eighty-two (82) days after entry of the Order for Notice and Hearing, the Claims Administrator shall serve all requests to opt out of the proposed Settlement that have not been rescinded and an inventory listing the requests to opt out that have not been rescinded on Lead Plaintiffs' Counsel and Defense Counsel. The Claims Administrator shall retain copies of

all requests to opt out and rescissions in its files until such time as it is relieved of all duties and responsibilities under this Settlement Agreement.

30. Potential Class Members who received a *Thornhill* Payment will not be included on the initial Class Intake List. Walden shall instead, within five (5) days of entry of the Order for Notice and Hearing, send those students requests to waive confidentiality with respect to settlement of *Thornhill* litigation for the sole purpose of allowing Walden to disclose their names and the amount of their *Thornhill* Payment so they may participate in this Settlement. Within five (5) days of receipt of a waiver from a recipient of a *Thornhill* Payment, Walden will supplement the Class Intake List with their name, the other information specified in paragraph 18, and the amount of their *Thornhill* Payment. Any potential Class Member who received a *Thornhill* Payment but does not timely provide a waiver to Walden shall be excluded from the Class and shall not be a Class Member, notwithstanding the definitions herein of “Class” and “Class Member.”

VII. TERMS AND ORDER OF FINAL JUDGMENT

31. Within eighty-four (84) days after the date of entry of the Order for Notice and Hearing, Plaintiffs shall move the Court to enter an Order and Final Judgment substantially in the form attached hereto as Exhibit 3 and shall file a memorandum addressing any timely-filed written objections to the Settlement.

32. Defendants agree to affirmatively support Plaintiffs’ request and agree that the relief requested by Plaintiffs is fair and adequate and that the Court should grant Plaintiffs’ motion in its entirety.

33. The proposed Order and Final Judgment shall provide for the following:

a. Approval of the final Settlement of the claims asserted or that could have been asserted in the Civil Action arising, in whole or in part, from the facts asserted in the Civil Action, including incentive awards to the named Plaintiffs, adjudging the Settlement to be fair, reasonable and adequate, directing consummation of the terms and provisions of the Settlement Agreement, and requiring the Parties to take the necessary steps to effectuate its terms and provisions;

b. Dismissal with prejudice of the claims of Plaintiffs and the Class in the Civil Action, whether asserted directly, individually or in a representative or derivative capacity, and without additional costs or expenses to any party other than as provided for in this Settlement Agreement;

c. A list of all members of the Class who have timely opted out of the Class and have not rescinded their opt out;

d. To the extent permitted by law, a permanent injunction barring each and every Class Member who has not opted out of the Class from asserting, either directly, individually, or in a representative or derivative capacity, any Released Claim, defined at paragraph 52, against Defendants; and

e. The Parties' submission to, and the Court's continuing retention of, exclusive jurisdiction over this matter for the purposes of effectuating and supervising the enforcement, interpretation or implementation of this Settlement and the judgment entered thereon, and resolving any disputes that may arise hereunder.

f. That on the Effective Date, all Class Members who have not opted-out of the class shall be bound by this Settlement Agreement and by the Order and Final Judgment.

VIII. DISTRIBUTION OF CLAIM FORMS

34. Within five (5) days of entry of the Order and Final Judgement and in the same manner that the Notice is distributed, as described in paragraph 20, the Claims Administrator shall distribute a Claim Form and instructions, substantially in the form of Exhibit 1, to each individual on the Class Intake List, as updated by the Claims Administrator to reflect the results of any determinations made regarding current contact information of Class Members, except any who have opted out of the Settlement or failed to return a confidentiality waiver in connection with the *Thornhill* litigation.

35. The Claims Administrator shall further be responsible for mailing Claim Forms to all potential Claimants who request such forms within seven (7) days after receiving such request, and for serving as a repository for the receipt of Claim Forms upon their return by all Claimants.

36. Within seven (7) days of receiving each Claim Form, the Claims Administrator shall initially review each Claim Form received and determine if the form is complete and timely and properly signed, unless the volume of submissions at any time renders such deadline impracticable, in which case the Claims Administrator shall issue such determinations as soon as reasonably practicable.

37. In the event that the Claims Administrator determines that a Claimant is not eligible to participate in the Settlement Fund, the Claims Administrator shall send the Claimant a written notice that states the reason(s) for the determination. This notice shall be sent to the Claimant via the Claimant's preferred method of communication (first class mail, postage prepaid; email; or text) as indicated on the submitted Claim form, and shall inform the rejected Claimant of his or her right to challenge the determination, as well as the procedures for doing

so. To file a challenge, a rejected Claimant must notify the Claims Administrator in writing of his or her desire to challenge the determination. The written challenge must be postmarked or submitted via the Settlement Website no later than twenty-one (21) days after the date of the Claims Administrator's letter notifying the Claimant of the adverse determination. Written challenges postmarked or submitted after the twenty-one (21) day time period shall be deemed waived, regardless of whether the Claimant received the notice finding the Claimant not eligible to participate in the Settlement Fund.

38. Within seven (7) days of receiving a timely written challenge by a rejected Claimant, the Claims Administrator must determine whether the Claimant is eligible to participate in the Settlement Fund, unless the volume of submissions at any time renders such deadline impracticable, in which case the Claims Administrator shall issue such determinations as soon as reasonably practicable. In the event that a rejected Claimant submits a timely written challenge to the determination made by the Claims Administrator, and the Claims Administrator determines that the Claimant is eligible, the Claims Administrator shall process the Claimant's Claim Form accordingly.

39. In the event that a rejected Claimant submits a timely written challenge to the determination made by the Claims Administrator, and the Claims Administrator determines that the Claimant is not eligible, the Claims Administrator's determination will be regarded as final, the Claimant will not be eligible to receive payment from the Settlement, and the Claims Administrator shall send notice of its determination to the Claimant.

40. In the event that Plaintiffs' Counsel, Defendants, or Defense Counsel receives requests from potential Claimants for Claim Forms, a list of such requests shall be maintained by the recipient and each request shall be transmitted within five (5) days to the Claims

Administrator, who shall retain sole responsibility for the distribution and receipt of all Claim Forms, as well as for the return and tracing of all incomplete Claim Forms.

41. In the event that Plaintiffs' Counsel, Defendants, or Defense Counsel receives submissions of Claim Forms from Claimants, those submissions shall be recorded and transmitted within five (5) days to the Claims Administrator, who shall retain sole responsibility for the distribution and receipt of all Claim Forms, as well as for the return and tracing of all incomplete Claim Forms.

42. The Claims Administrator shall, on a periodic basis, submit reports of its activities upon request by Lead Plaintiffs' Counsel or Defense Counsel. Upon the request of Lead Plaintiffs' Counsel or Defense Counsel, the Claims Administrator shall provide copies of Claim Forms, rejected claim data, and any and all other documents or information related to the claims procedure.

IX. ELIGIBLE CLASS MEMBERS

43. For all persons other than the named Plaintiffs, eligibility to receive payment from the Fund shall be contingent upon:

- a. Submission of a completed Claim Form, *see* Exhibit 1, signed under oath pursuant to the requirements of 28 U.S.C. § 1746 and postmarked no later than ninety (90) days after the date of entry of the Order and Final Judgment (unless such period is extended by Order of the Court);
- b. A determination by the Claims Administrator that the person meets the Class definition; and,
- c. A determination that the person has not opted out of the lawsuit.

44. All Claim Forms must be submitted within ninety (90) days of the date of entry of the Order and Final Judgment, unless such period is extended by Order of the Court. Any Class Member who fails to submit a Claim Form by such date, excluding individuals who opt out of

the Settlement, shall be forever barred from receiving any payment pursuant to this Settlement Agreement (unless, by Order of the Court, a later submitted Claim Form by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Settlement Agreement and the Settlement including the terms of the Order and Final Judgment to be entered in the Civil Action and the releases provided for herein, and will be barred from bringing any action against the Released Persons concerning the Released Claims. The date on which a Claim Form shall be deemed to have been submitted shall be determined in accordance with paragraph 75.

45. Each Claimant must submit his or her own Claim Form. A parent, legal guardian, conservator, or next friend may complete and sign a Claim Form on behalf of a minor, a person adjudicated legally or mentally incapacitated or incompetent in accordance with state law, or a person who is found by his physician to be medically incapable of contracting.

46. It shall be the responsibility of the Claims Administrator to determine a Claimant's eligibility to receive a monetary share of the Settlement Fund. Plaintiffs and Defendants stipulate and agree that they will not challenge any determination made by the Claims Administrator concerning a Claimant's eligibility to receive a monetary award from the Settlement Fund. For Claimants who are not on the Class Intake List, the Class Administrator shall make its determination on the basis of any documents submitted by the Claimant in support of a Claim Form and any relevant records obtained from Defendants. In no instance will a completed and signed timely Claim Form from a Claimant who is not on the Class Intake List be sufficient by itself to establish eligibility.

47. The Claims Administrator shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claim Form submitted, or to utilize an

excusable neglect standard with respect to deadlines, in the interests of achieving substantial justice.

X. DISPUTE RESOLUTION PROCEDURES

48. The Parties recognize that questions may arise as to whether the Parties are fulfilling their obligations as set forth herein. In the spirit of common purpose and cooperation that occasioned this Settlement Agreement, the Parties agree to the following.

49. If differences arise between any of the Parties with respect to the Parties' compliance with, interpretation of, or implementation of the terms of this Settlement Agreement, good faith efforts shall be made by the Parties to resolve such differences promptly in accordance with the following Dispute Resolution Procedure.

50. If one party believes an issue must be resolved, it shall promptly notify the other parties in writing of the issue and the facts and circumstances relied upon in asserting its position. The parties notified of the issue shall be given a reasonable period of time (not to exceed fifteen (15) days) to review the facts and circumstances and to provide the party raising the issue with its written position including the facts and circumstances upon which it relies in asserting its position. Within a reasonable period of time thereafter (not to exceed fifteen (15) days), the Parties shall meet, by telephone or in person, and attempt in good faith to resolve the issue informally. If the parties do not resolve the dispute during the meeting, the complaining party shall notify the other parties in writing of its written position regarding any outstanding issues following the first meeting. The other parties notified of the outstanding issues shall be given a reasonable period of time (not to exceed seven (7) days) to review the complaining party's written position and provide the complaining party with its written position in response. Within a reasonable period of time thereafter (not to exceed seven (7) days), the Parties shall

meet for a second time, by telephone or in person, and attempt in good faith to resolve the outstanding issues informally. If a party believes that resolution cannot be achieved following two meetings to discuss the dispute, the party shall promptly notify the other parties in writing that it is terminating discussions, and shall specify its final position with regard to resolving the dispute. The notifying party may then petition the Court for relief.

51. Nothing in this Section shall prevent any party from promptly bringing an issue before the Court when the facts and circumstances require immediate court action. The moving party's papers shall explain the facts and circumstances that necessitate court action and the reasons why the moving party did not attempt to resolve the dispute in good faith informally prior to bringing the issue before the Court. If any party brings a matter before the Court requiring court action, the opposing party shall be provided with appropriate notice under the Local Rules of the United States District Court for the District of Maryland and the Federal Rules of Civil Procedure.

XI. SCOPE AND EFFECT OF SETTLEMENT

52. Upon approval of a final Settlement Agreement, all Settlement Class Members other than those who have opted out of the Settlement Class shall be deemed to have fully, finally and forever, released, acquitted and discharged Defendants and each of their predecessors, successors, past and present officers, directors, trustees, partners, shareholders, employees, agents, attorneys, accountants, Insurers, co-Insurers, re-Insurers, parents, affiliates and subsidiary companies, and the assigns and heirs of each of them (hereinafter collectively referred to as the "Released Persons") from any and all claims and causes of action whatsoever at law or equity, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden that could have been asserted, have been asserted, or are now

pending on behalf of any Named Plaintiff or Settlement Class Member arising in whole or part from the facts that Plaintiffs or the Settlement Class have asserted in the above-referenced action, including but not limited to representations regarding the DBA program, the cost of the DBA program, the time to complete the DBA program, the number of credits taken during the DBA program, processes and procedures related to the DBA program, outcomes from the DBA program, or educational experiences during the DBA program, and including all such claims any Settlement Class Members have raised or might have raised now or in the future, from the beginning of time to the date of a final Settlement Agreement. (All of the foregoing is defined as “Released Claims.”) This release shall also apply to any and all of Walden’s present or past executives, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, corporations, administrators, predecessors, successors, assigns, parent companies, predecessor parent companies, predecessor affiliates, subsidiaries, agents, associates, affiliates, divisions, and holding companies. Nothing in this release or any related Settlement Agreement shall be construed to prevent a Settlement Class Member from filing a Borrower Defense Application with the United States Department of Education.

53. Upon approval of a final Settlement Agreement, the Named Plaintiffs and all Settlement Class Members who do not opt out, and their attorneys, shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that the Defendants ever had, now have, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all

known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, in any way arising in whole or in part out of, or resulting from, the facts that Plaintiffs or the Settlement Class have asserted in the above-referenced action or their prosecution thereof, including all such claims Defendants have raised or might have raised now or in the future, from the beginning of time to the date of a final Settlement Agreement, except that this release shall not apply in any way to (a) any federally or state guaranteed student loan obligation outstanding or any obligation owed to a third-party lending institution, and (b) any liability for tuition or an application fee owed to Defendants by a Settlement Class Member.

54. The releases set forth in this Section shall not encompass or be deemed to impair any claims that may arise out of the implementation of this Settlement Agreement.

55. The provisions of this Settlement Agreement are not intended to eliminate or terminate any rights otherwise available to Plaintiffs or Class Members for acts by Defendants occurring after the date of a final Settlement Agreement, nor are intended to eliminate or terminate any rights otherwise available to Defendants for acts by Plaintiffs or Class Members occurring after the date of a final Settlement Agreement.

XII. GENERAL PROVISIONS

56. The Effective Date of Settlement shall be the date when all of the following shall have occurred:

- a. entry by the Court of the Order for Notice and Hearing in all material respects in the form attached hereto as Exhibit 4;
- b. final approval by the Court of the Settlement Agreement and Settlement, following Notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

c. entry by the Court of an Order and Final Judgment, in all material respects in the form set forth in Exhibit 3 attached hereto, and the expiration of any time for appeal or review of such Order and Final Judgment, or, if any appeal is filed and not dismissed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari, or, in the event that the Court enters an order and final judgment in the form other than that provided above (“Alternative Judgment”) and none of the Parties hereto elect to terminate the Settlement Agreement and Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review.

57. On the date that the Parties have executed this Settlement Agreement, the Parties shall be bound by its terms, and this Settlement Agreement shall not be rescinded except in accordance with paragraphs 61 and 62.

58. After the Court has preliminarily approved this Settlement Agreement and before the Court issues an Order and Final Judgment approving this Settlement Agreement, disbursements of reasonable Claims Administration Costs may be made from the Administrative Costs Account as set forth in paragraph 4(c). Only those amounts described in this paragraph shall not be refundable to Defendants in the event the Settlement Agreement is disapproved, voided, or otherwise fails to become final.

59. Funds in the Escrow Account shall be invested in obligations guaranteed by the United States Government or its agencies or in a mutual fund investing solely in obligations guaranteed by the United States Government or its agencies. Funds in the Administrative Costs Account may be deposited in a federally insured bank account. Interest will accrue to the Class and remain part of the Settlement Fund, subject to the provisions of paragraphs 61 and 62.

60. In no event shall Plaintiffs, Defendants, or their counsel have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, except as expressly otherwise provided in this Settlement Agreement.

61. If the Court does not approve this Settlement Agreement or any part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Order and Final Judgment as provided in this Settlement Agreement, or if the Court enters the Order and Final Judgment and appellate review is sought, and following appellate review, such Order and Final Judgment is not ultimately affirmed upon exhaustion of the judicial process, then Defendants and Plaintiffs shall each, in their sole discretion, have the option to rescind this Settlement Agreement in its entirety, and any and all parts of the Settlement Fund, inclusive of interest accrued, shall be returned forthwith to Defendants, less only such disbursements of reasonable Claims Administration Costs made from the Administrative Costs Account as set forth in paragraph 4(c). A modification of the proposed order with regard to its provisions for attorneys' fees or incentive awards, or a modification or reversal on appeal of any amount of Plaintiffs' Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or such Order and Final Judgment.

62. If, after the final date on which written objections and requests to opt out of the Settlement must be received, more than 5% of individuals who qualify for the Settlement Class timely and validly opt out of the Settlement, Defendants reserve the right to withdraw from the Settlement of this action, within seven (7) days after the conclusion of the final date on which

written objections and opt-out rescissions must be received. To invoke this right, Defendants must file with the Court a document entitled “Notice of Nullification of Settlement Agreement.” Persons who fail to return a confidentiality waiver in connection with the *Thornhill* litigation shall not be included the determination of whether the 5% threshold is exceeded.

63. Defendants and Plaintiffs expressly reserve all of their rights if the Settlement Agreement does not become finally approved or if it is rescinded by the Plaintiffs or Defendants under paragraphs 61 and 62. Further, and in any event, Plaintiffs and Defendants agree that this Settlement Agreement, whether or not it is finally approved by the Court and whether or not Plaintiffs or Defendants elect to rescind it under paragraphs 61 and 62, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, rule, regulation or law, or of any liability or wrongdoing by Defendants, or of the truth of any of the claims or allegations in this Civil Action, or as a concession by the Plaintiffs of any infirmity or weakness in their claims against Defendants, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Civil Action or in any other action or proceeding.

64. The United States District Court for the District of Maryland, through the Judge assigned to the Civil Action, shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement that cannot be resolved by negotiation and agreement by Plaintiffs, any Class Member, and Defendants. This Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Maryland without regard to its choice of law or conflict of laws principles.

65. Defendants agree to cooperate with Plaintiffs by providing to the Claims Administrator documents and electronic information required to facilitate Notice to the Class, eligibility determinations, and allocation and distribution of the fund to Qualified Class Members. In addition to the information identified in paragraphs 18, 23, and 30, Defendants agree to conduct a reasonable search for documents and information in Defendants' possession, custody, or control that the Claims Administrator believes are necessary to process any claim or resolve any dispute.

66. This Settlement Agreement constitutes the entire agreement among Plaintiffs and Defendants pertaining to the Settlement of the Civil Action and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Defendants in connection therewith. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and Defendants and approved by the Court.

67. This Settlement Agreement may be executed in counterparts by Plaintiffs and Defendants.

68. Neither Defendants nor Plaintiffs, nor any of them, shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

69. Nothing expressed or implied in this Settlement Agreement is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, Class Members, Defendants, and those giving or receiving releases, any right or remedy under or by reason of this Settlement Agreement.

70. This Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, shall be considered a compromise within the meaning of Federal Rule of Evidence 408, and any equivalent rule of evidence or procedure of any state, including the State of Maryland, and, except as permitted in paragraph 71, shall not (i) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Class Action, or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party hereto, or as a concession by the Plaintiffs of any infirmity or weakness in their claims against Defendant; or (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

71. This Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of the Settlement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, or (ii) to obtain Court approval of the Settlement.

72. The undersigned counsel represent that they are authorized to enter into this Settlement Agreement on behalf of the Parties they represent, and, on behalf of themselves and the Parties they represent, hereby agree to use their best efforts to obtain all approvals necessary and to do all other things necessary or helpful to effectuate the implementation of this Settlement Agreement according to its terms, including the exchange of documents and materials needed for the purpose of providing the Notice and conducting any hearing, and to satisfy the material conditions of this Settlement Agreement.

73. Time periods set forth in days herein shall be computed in accordance with Federal Rule of Civil Procedure 6.

74. Deadlines set forth herein may be modified by order of the Court.

75. The date of submission of any document submitted in connection with this Agreement shall be determined as follows:

- (a) Mail: Considered submitted on the postmark date.
- (b) Overnight Delivery: Considered submitted on the date delivered to the carrier.
- (c) Facsimile: Considered submitted on the transmission date at the local time of the submitting party.
- (d) Email: Considered submitted on the date emailed at the local time of the submitting party.
- (e) Text: Considered submitted on the date texted at the local time of the submitting party.
- (f) Other Delivery or any situation where the governing date applicable to a category above cannot be determined: Considered submitted on the date of receipt.

The date of submission of documents submitted to Plaintiffs' Counsel, Defense Counsel, Defendants, or the Court rather than to the Claims Administrator shall be determined under the same criteria; to the extent subparagraph (f) applies in such circumstance, receipt by such party shall control.

XIII. NOTICE UNDER THE CLASS ACTION FAIRNESS ACT

76. The Class Action Fairness Act of 2005 ("CAFA") requires Defendants to inform certain federal and state officials about this Settlement. *See* 28 U.S.C. § 1715.

77. Under the provisions of CAFA, Defendants will serve notice on the appropriate officials within ten (10) days after the Parties file the Settlement Agreement with the Court. *See* 28 U.S.C. 1715(b).

The Parties consent to this Settlement Agreement as indicated by the signatures of counsel below:

For Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker, individually and on behalf of all others similarly situated:



Tara Ramchandani
RELMAN COLFAX PLLC
1225 19th Street, NW
Suite 600
Washington, DC 20036
(202) 728-1888
(202) 728-0848 (fax)

Attorney for Plaintiffs

Date: 3/22/2024

For Defendants Walden University, LLC and Walden e-Learning, LLC:



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330 North Wabash Avenue Ste 2800
Chicago, IL 60611
312-876-7700
Fax: 312-993-9767
caitlin.dahl@lw.com

Attorney for Defendants

Date: March 22, 2024

Settlement Agreement: Exhibit 1 (Claim Form)

INSTRUCTIONS

READ ALL INSTRUCTIONS CAREFULLY BEFORE FILLING OUT THE CLAIM FORM

1. Fill in all blank spaces in the claim form with clearly printed or typed information.
2. You must sign and date the claim form.
3. By signing your claim form, you are declaring under penalty of perjury that the information provided is true and correct. Please understand that you could be subject to criminal penalties for submitting any false information on your form.
4. If you have any questions about this form, contact the Claims Administrator at ____@ssicclaims.com or (____) ____-____. There is no fee for any service or assistance provided by the Claims Administrator. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.**
5. Complete your claim form at www.____, or mail your signed and completed claim form using the enclosed pre-addressed, stamped envelope, by **[DATE]**. If you do not have the pre-addressed, stamped envelope, you may mail your signed and completed claim form to: Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 to: **YOUR CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DATE]. LATE CLAIM FORMS WILL NOT BE CONSIDERED.**
6. If your email address or mailing address changes at any time, mail your new address to the Claims Administrator at the address above or update it at www.____/____. Any change of address must be in writing and include your signature.
7. You do not need an attorney to help you submit a claim form. If you do wish to consult an attorney, however, you may do so at your own expense.
8. Please keep a copy of the completed form for your records.
9. If you believe that you took more or less capstone credits than indicated on the materials provided to you, you may submit documents to support that claim. Any documents you submit to show that you took a different number of capstone credits at Walden than indicated on the materials provided to you will be considered in determining the amount of any monetary payment you are eligible to receive. Examples of such documents include, but are not limited to:
 - a. Transcripts from Walden;
 - b. Signed Walden enrollment agreements;
 - c. Walden certificate of completion;
 - d. Cancelled checks or other documents showing payment to Walden; or
 - e. Emails of letters from or to Walden.

If you do not dispute the number capstone credits that you took, you do not need to submit any documents other than a completed claim form.

IF SUBMITTING BY MAIL, SEND THIS FORM TO:

**Carroll v. Walden University, LLC Claims Administrator
c/o Settlement Services, Inc.
PO Box 10269
Tallahassee, FL, 32302-2269**

THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]

LATE CLAIM FORMS WILL NOT BE CONSIDERED

Settlement Agreement: Exhibit (oti e)

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

ALJANAL CARROLL, et al.,

Plaintiffs,

v.

WALDEN UNIVERSITY, LLC., et al.,

Defendants.

Case No. 1:22-cv-00051-JRR

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

TO: Black and Female students who were enrolled in the Doctor of Business Administration program at Walden University from August 1, 2008 to January 31, 2018.

THIS IS A COURT-ORDERED NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

This Notice of Settlement and Fairness Hearing is to inform you of a proposed Settlement that has been reached in a class action lawsuit brought by four Black and female students (“Plaintiffs”) who enrolled in the Doctor of Business Administration program (“DBA”) at Walden University (“Walden University,” “Walden,” or “Defendants”) from August 1, 2008 to January 31, 2018 on behalf of a class of similarly situated individuals that meet certain criteria (“Class Member(s),” as explained further in Question 8 below). The proposed settlement, if granted final approval by the Court (the “Settlement”), will result in the creation of a fund of \$28,500,000 (the “Settlement Fund”) to pay Plaintiff Class Members’ claims, the Plaintiffs’ attorneys (“Class Counsel”), and certain administrative costs. **If you are a Class Member, you are eligible to receive a share of the Settlement Fund.** The proposed Settlement also requires Walden University to adopt certain policy changes.

IF THIS NOTICE IS ADDRESSED TO YOU, YOU HAVE BEEN IDENTIFIED AS A POTENTIAL CLASS MEMBER. As a Class Member, you have the right to know about this Settlement and how this Settlement may generally affect your legal rights. This notice describes the lawsuit, the Settlement, the legal rights of all Class Members, and the applicable deadlines. Your options are explained in this notice and summarized in the following chart:

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE IN THE SETTLEMENT	To participate in the Settlement, you must submit a “Claim Form.” Submitting a Claim

	Form is the only way that you can receive a share of the Settlement Fund. A Claim Form will be sent to you after the Court grants final approval of the Settlement. You are not required to retain your own attorney to file a Claim Form, and you will not be required to pay any money for the services of Plaintiffs' Counsel.
OPT OUT OF THE SETTLEMENT	If you opt out of the Settlement, you will not be eligible to receive a share of the Settlement Fund.
OBJECT	You have the right to object to the proposed Settlement. To do so, you must submit a written objection to the Court, as described more fully in this notice. You cannot object to the Settlement unless you are a Class Member and you do not opt out of the Settlement.
DO NOTHING	If you are a Class Member and do not submit a Claim Form, you will not be eligible to receive a share of the Settlement Fund. You will, however, remain a Class Member, which means that you will be bound by any judgments or orders entered by the Court in this lawsuit.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	4
1. Why did I get this notice?	4
2. What is this lawsuit about?	4
3. What is a class action and who is involved?	4
THE CLAIMS IN THIS LAWSUIT	4
4. What does this lawsuit complaint about?	4
5. How do the Defendants answer?.....	5
6. What does the lawsuit ask for?	5
7. What has the Court decided?	5
WHO IS IN THE CLASS?	5
8. Am I part of this class?	5
9. Who are the Class Representatives?	6
SUMMARY OF PROPOSED SETTLEMENT AGREEMENT	6
10. How much money will be paid to class members?	6
11. How much money will be paid to Class Counsel?	7
12. How will the rest of the money be used?	7
13. What changes to Defendants' policies does this settlement require?	7
YOUR RIGHTS AND OPTIONS.....	7
14. What do I do to receive a payment from the Settlement Fund?	7
15. What if do not want to be a part of this lawsuit?	8
16. How do I ask the Court to opt out of the Settlement?	8
17. What if I do not want information covered by the Family Educational Rights and Privacy Act to be used?	9
HEARING ON PROPOSED SETTLEMENT AGREEMENT	9
18. What has to happen before the Settlement becomes final?	9
19. Can I object to the Settlement?.....	10
20. Can I speak at the Fairness Hearing?	10
CLASS COUNSEL	11
21. Do I have a lawyer in this case?	11
22. Should I get my own lawyer?	11
QUESTIONS	11
23. What if I have questions?	11

BASIC INFORMATION

1. Why did I get this notice?

Plaintiffs and Defendants are asking the Court to allow or “certify” for settlement a class in a class action lawsuit that affects you. Walden’s records show that you enrolled in its DBA program between August 1, 2008, and January 31, 2018. This notice explains that the Plaintiffs and Defendants have presented a settlement of the lawsuit to the Court, asked the Court to approve it, and received preliminary approval. The Honorable Julie R. Rubin of the United States District Court for the District of Maryland is overseeing this class action. The lawsuit is known as *Carroll, et al. v. Walden University, LLC, et al.*, Civil Action No. 1:22-cv-00051-JRR.

2. What is this lawsuit about?

This lawsuit alleges that Walden University knowingly misrepresented the true cost of the DBA program by disclosing the minimum number of capstone credits required to complete the program and obtain a degree, when students often completed more than the minimum number of disclosed capstone credits before completing the DBA program. The lawsuit further alleges that Walden targeted Black and female prospective students for enrollment, and that Walden’s practice of targeting nontraditional students had a disproportionate adverse impact on Black and female students.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people who have similar claims are a “class” or “class members.” The DBA students who sued on behalf of the class are also called the Plaintiffs. The entities they sued are called the Defendants. One court resolves the issues for everyone in the class—except for those people who choose to opt out of the class. The class action approach avoids the need for numerous people to file similar individual lawsuits, and it allows the court system to resolve these claims in an efficient and economical way.

THE CLAIMS IN THIS LAWSUIT

4. What does this lawsuit complaint about?

This lawsuit alleges that Walden University knowingly misrepresented the true cost of the DBA program by disclosing the minimum number of capstone credits required to complete the program and obtain a degree, when students often completed more than the minimum number of disclosed capstone credits before completing the DBA program. The lawsuit further alleges that Walden targeted Black and female prospective students for enrollment, and that Walden’s practice of targeting nontraditional students had a disproportionate adverse impact on Black and female students. Plaintiffs claim that Walden University’s practices violated Title VI of the Civil

Rights Act of 1964 (“Title VI”), 42 U.S.C. § 2000d *et seq.*, and the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691 *et seq.* Title VI and ECOA are federal anti-discrimination laws.

5. How do the Defendants answer?

Defendants deny that they violated federal anti-discrimination laws by discriminating on the basis of race or gender, intentionally or otherwise. Defendants contend that they directed advertisements to the student body they sought to educate, and Walden University’s student body is predominantly Black and female; and that they did not intentionally discriminate against female students because of their gender or Black students because of their race. Defendants also deny that they made any false or misleading statements about the number of capstone credits necessary to complete the DBA program and obtain a degree, because Defendants accurately represented the minimum number of capstone credits required to obtain a DBA degree.

6. What does the lawsuit ask for?

The Plaintiffs filed this case seeking money that students paid to Defendants for capstone credits in excess of the minimum requirements disclosed by Walden for the DBA program. Plaintiffs also seek injunctive relief, which means changes to Defendants’ policies and practices in its DBA program. The lawsuit also asks for declaratory relief that Defendants violated Title VI and ECOA.

7. What has the Court decided?

The Court denied Defendants’ motion to dismiss the Plaintiffs’ claims, allowing Plaintiffs to move forward on all their class claims and proceed to the discovery phase of litigation in which the parties exchange information. The Court’s denial of the motion to dismiss is not a determination that Defendants violated any law.

Were this case to go to trial, all of Plaintiffs’ claims would be tried. However, even if the Plaintiffs won at trial, Defendants could file an appeal. Additionally, if this case were to go to trial and Defendants were to win at trial, Plaintiffs and class members would not be entitled to any relief, such as a financial payment.

WHO IS IN THE CLASS?

8. Am I part of this class?

If this notice has been sent to you, Walden University’s records indicate that you may be part of the class. If you fit within the class definition below and submit a claim form, you will be included as part of the class and receive a payment unless you ask to opt out. If you do not opt out and do not submit a claim form, you will be a member of the class and bound by the Court’s decisions in this case but will NOT receive a payment. You do not have to have participated in this lawsuit in any way up to this point in order to be a Class Member. Opting out is described in the “Your Rights and Options” section below.

The Court’s class definition includes person who fall into at least one of the following categories:

(a) all Black students who enrolled in and/or began classes in for Walden University's DBA program between August 1, 2008 and January 21, 2018, and were charged for and successfully completed Excess Capstone Credits, defined as more capstone-level credits than the number of DBA capstone-level credits that Walden stated were the minimum required at the time they enrolled;

(b) all Black students who enrolled in and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018, and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and,

(c) all female students who enrolled in and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018, and were charged for and successfully completed more than the number of DBA capstone-level credits that Walden stated were the minimum required at the time they enrolled, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

If you fit this class definition, you are a Class Member in this lawsuit, even if you did not complete the DBA program at Walden University.

9. Who are the Class Representatives?

The Class Representatives are Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker. The Court has preliminarily determined that these former Walden DBA students fairly and adequately represent the interests of the class.

Summary of Proposed Settlement Agreement

10. How much money will be paid to class members?

Under the proposed settlement, Walden will pay \$28.5 million to settle the class claims.

\$21,175,000 of the Settlement Fund will be designated for payments to Class Members. The individual allocation to each Class Member will be calculated by the "Claims Administrator," who has had no prior role in this litigation. The Claims Administrator will rely on information provided by Defendants to calculate the allocation. The Claims Administrator will calculate the individual allocation to each Class Member who submits a timely, valid claim form. These funds will be distributed pro rata based on how many DBA capstone credits each Class Member completed above the number that Walden stated was the minimum at the time they enrolled. For example, if a Class Member completed 44 excess capstone credits and submits a valid claim form, and all Class Members who submit valid claim forms collectively completed 90,000 excess capstone credits, then that class member will receive 44/90,000 of the compensation pool, or approximately \$10,000.¹

¹ Some Class Members (approximately 55) received cash payments from the settlement in *Thornhill v. Walden University*, No. 2:16-cv-00962 (S.D. Ohio). Payments here will be reduced by the amount of any cash payment pursuant to *Thornhill*.

\$100,000 of the Settlement Fund will be designated for payments of \$25,000 to each of the four Class Representatives in recognition of their significant efforts in bringing and prosecuting this action, including involvement in litigation strategy, provision of information to Class Counsel, and advancing the interests of the class.

11. How much money will be paid to Class Counsel?

\$7,125,000, or 25% of the Settlement Fund, will be designated for payment to Plaintiffs' Counsel for attorneys' fees and to reimburse costs paid for by Plaintiffs' Counsel. Plaintiffs' Counsel have been working on this case for over three years. During the time that this case has been pending, Plaintiffs have not paid Class Counsel for their work on this case or for the significant expenses that they have incurred in investigating and prosecuting this case. In this type of litigation, it is customary for Plaintiffs' Counsel to be awarded a percentage of the Settlement Fund as their attorneys' fees. The Court will decide whether to approve the amount of attorneys' fees that Plaintiffs' Counsel have requested.

12. How will the rest of the money be used?

\$100,000 of the Settlement Fund will be designated to cover administrative costs related to administering the Settlement. This includes funds to pay for the Claims Administrator, who will distribute and process claim forms, process payments to Class Members, calculate allocations to Class Members, and notify Class Members about this Settlement.

13. What changes to Defendants' policies does this settlement require?

On its website and in enrollment agreements, Walden will disclose the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding three years of graduates. The enrollment agreements will include additional disclosures that completing the DBA program may require up to 8 years of enrollment. In addition, Walden will not reinstitute the "University Research Reviewer" role on DBA students' dissertation committees. Walden will maintain these changes for a minimum of four years.

Your Rights and Options

14. What do I do to receive a payment from the Settlement Fund?

If you wish to receive a payment from this settlement, you must properly complete a Claim Form. A Claim Form and instructions for completing it will be distributed to you at a later date if the Court grants final approval of the Settlement. If you do nothing, you will remain in the lawsuit but will not receive a share of the Settlement Fund.

You are not required to retain your own attorney to remain in this lawsuit or to file a Claim Form. You will not be required to pay any money for the services of Class Counsel or their representatives and assistants.

If you remain in the lawsuit, and if the Court grants final approval of the proposed Settlement, then you will be bound by all the terms of the Settlement. This means that you will not be able to

bring a separate lawsuit or other legal proceeding against Defendants related to the allegations and claims described above that are included in this lawsuit. Nor will you be able to challenge the Settlement Agreement after it has been finally approved by the Court. You will be legally bound by all of the orders the Court issues and the judgments the judge and jury make in this class action.

15. What if do not want to be a part of this lawsuit?

If you do not wish to remain a part of this lawsuit, then you may exclude yourself from the lawsuit by submitting a written opt-out letter requesting exclusion to the Claims Administrator at Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269, or at _____@_____.com, on or before **[date]**. If you exclude yourself from this lawsuit, you will not be bound by the terms of the Settlement, and you will be free to bring your own lawsuit or other legal proceedings against the Defendants.

However, if you exclude yourself from the lawsuit, you will have no right to receive any money from the Settlement Fund. Further, you must understand that if you exclude yourself from this lawsuit and then bring your own separate lawsuit or other legal proceedings against the Defendants, you may lose your case and receive nothing; even if you win a separate case, you may have to wait several years to obtain any money you may have to settle for less money than you would receive under the Settlement in this lawsuit, and you may have to retain and pay for your own attorney. If you bring a separate claim, the Defendants may be able to assert defenses such as the statute of limitations. The statute of limitations for the claims brought in this lawsuit ordinarily range from two to five years.

16. How do I ask the Court to opt out of the Settlement?

To exclude yourself from this lawsuit, you must submit to the Claims Administrator a letter that is signed by you, dated, and that includes your full name, address, social security number, telephone number, and the following language:

I wish to exclude myself from the plaintiff class in the case of *Carroll et al. v. Walden University, LLC et al.* No. 1:22-cv-00051-JRR.

I understand that, if the Court approves the proposed Settlement, members of the plaintiff class who remain in the lawsuit may be eligible to receive a monetary payment from the Settlement Fund. In choosing to exclude myself from the plaintiff class in this case, I understand that I will not be eligible to receive any monetary payment under the Settlement. I also understand if I exclude myself and bring a separate claim, I may have to overcome defenses such as the statute of limitations.

In addition to the required language set forth above, you may include reasons why you do not wish to participate in this lawsuit in your written request for exclusion.

Your written request for exclusion must be received by the Claims Administrator via email (_____.com) or by mail at Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 on or before **[date]**. If

the Claims Administrator has not received your written request for exclusion, including the language set forth above, by **[date]**, then you will be deemed to have given up your right to exclude yourself from this lawsuit.

If you exclude yourself from the lawsuit but then decide that you wish to remain in the lawsuit, you may rescind your exclusion on or before **[date]**. To do so, you must submit to the Claims Administrator a letter that is signed by you, dated, and that includes your full name, address, social security number, telephone number, and a statement that you wish to rescind the letter of exclusion that you previously submitted. Your recission letter can be submitted via email or by mail using the addresses provided above.

17. What if I do not want information covered by the Family Educational Rights and Privacy Act to be used?

To effectively implement the Settlement, Walden must provide the following information covered by the Family Educational Rights and Privacy Act for each Class member: social security number, number of capstone credits completed, and number of capstone credits required by Walden's Course Catalog in effect as of the Class Member's DBA program start date. Walden has been ordered by the Court to provide this information to Plaintiffs' Class Counsel and the Claims Administrator unless you object within thirty (30) days. If you object to Walden providing this information, it will be treated the same as opting out of the Settlement and you will not be part of this lawsuit or receive any money from the Settlement Fund.

To object to the disclosure of this information, you must send a letter stating that you object to Walden's attorney at:

Caitlin E. Dahl
Latham & Watkins LLP
330 North Wabash Ave.
Suite 2800
Chicago, IL 60611

Your letter must be sent within thirty (30) days of the date this Notice was sent to you.

Hearing on Proposed Settlement Agreement

18. What has to happen before the Settlement becomes final?

The Court, which has made a preliminary finding that the proposed Settlement is fair and just, has scheduled a hearing (the "Fairness Hearing") to determine whether it will grant final approval of the Settlement. The Court will hold this hearing at **[time]** on **[date]** at the United States District Court for the District of Maryland, located at the Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201, in Courtroom # [].

It is not necessary for you to appear at the hearing or to file anything with the Court before the hearing. If you fit within the Court's definition of the class, then your interests will be adequately represented at the hearing by the named Plaintiffs and Plaintiffs' Counsel.

However, subject to the following requirements, you may submit written comments on the proposed Settlement, and you may speak to the Court, either personally or through your own attorney, at the hearing on **[date]**.

19. Can I object to the Settlement?

If you wish to object to the proposed Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number;
- The name and number of the case (*Carroll, et al. v. Walden University, LLC, et al.*, No. 1:22-cv-00051-JRR);
- The basis for your objection(s);
- Whether you wish to be heard in Court at the Fairness Hearing;
- A list of any witnesses you may call to testify at the Fairness Hearing;
- Copies of any document you intend to present to the Court at the Fairness Hearing and all other documents in support of your objections;
- Your signature

You may not object to the proposed Settlement if you opt out of the class.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **[date]**, to ***all*** the following three addresses:

Court	Plaintiffs' Counsel	Defense Counsel
United States District Court for the District of Maryland, Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201	Tara Ramchandani Relman Colfax PLLC 1225 19th St., NW #600 Washington, DC 20036	Caitlin E. Dahl Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, IL 60611

20. Can I speak at the Fairness Hearing?

If you wish to request permission to speak at the hearing, you must file with the Court a “Notice of Intent to Appear.” Your notice must include the following:

- Your name, address, and telephone number;
- The name of the case (*Carroll et al. v. Walden University, LLC et al.*, No. 1:22-cv-00051-JRR);
- The name, address, and telephone number of any attorney(s) who will be appearing on your behalf at the Fairness Hearing; and
- Your signature.

You must mail your Notice of Intent to Appear, postmarked no later than **[date]** to the Court, Plaintiffs' Counsel, **and** Defense Counsel at each of the three addresses listed above. Your appearance at the hearing, as well as that of your attorney, will be at your own expense.

CLASS COUNSEL

21. Do I have a lawyer in this case?

The Court decided that attorneys from the law firm Relman Colfax PLLC and the National Student Legal Defense Network are qualified to represent you and all Class Members and appointed them to be "Class Counsel." Contact information for Class Counsel is as follows:

Relman Colfax PLLC
Attn: Walden Team
1225 19th Street, NW
Suite 600
Washington, DC 20036
Tel. (202) 728-1888
Fax. (202) 728-0848
<http://relmanlaw.com>

National Student Legal Defense Network
Attn: Walden Team
1701 Rhode Island Ave., NW
Washington, DC 20036
Tel. (202) 734-7495
<https://defendstudents.org>

22. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to make your own arrangements for the payment of that lawyer. For example, you can ask him or her to appear at the Fairness Hearing for you if you want someone other than Class Counsel to speak for you.

QUESTIONS

23. What if I have questions?

This notice summarizes the proposed Settlement. The Settlement Agreement and Plaintiffs' Motion for Preliminary Approval contain more details about the Settlement, the distribution of the Settlement Fund, and the changes to the Defendants' policies. You can access these documents at [www._____](http://www._____.).

Any inquiries by Class Members concerning this notice or the class action should be directed to the Claims Administrator at [phone number]. You can also direct questions, by phone or in writing, to Plaintiffs' Counsel Tara Ramchandani, who can be reached at (202) 728-1888,

tramchandani@relmanlaw.com, or at Relman Colfax PLLC, 1225 19th Street, NW, Suite 600, Washington, DC 20036.

Settlement Agreement: Exhibit (Proposed Order Granting Approval of Proposed Class Action Settlement and Certification of Class)

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

**[PROPOSED] ORDER GRANTING APPROVAL OF PROPOSED CLASS ACTION
SETTLEMENT, AND CERTIFICATION OF CLASS**

WHEREAS, the Court entered an Order preliminarily approving the Settlement and Settlement Agreement on _____, and held a Fairness Hearing on _____; and the Court has heard and considered all submissions in connection with the proposed Settlement and the files and records herein, including the objections submitted, as well as arguments of counsel;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Civil Action, the Plaintiffs, the Class, and Defendants.
3. The Court finds that, for purposes of the Settlement, the requirements for a class

action under Federal Rule of Civil Procedure 23 have been satisfied in that (a) the Class is ascertainable; (b) its members are too numerous to be joined practicably; (c) there are questions of law and fact common to the Class; (d) the Plaintiffs' claims are typical of the claims of the Class as a whole; (e) the Plaintiffs will fairly and adequately protect the interests of the Class; (f) neither the Plaintiffs nor Plaintiffs' Counsel have interests adverse to the Class, and Plaintiffs' Counsel are competent and experienced; (g) final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole; and (h) common questions of law and fact predominate over questions affecting only individual members of the Class and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. For purposes of resolution of claims for monetary relief, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of resolution of claims for injunctive relief, pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, the Court finally certifies the Civil Action, for purposes of the Settlement, as a class action on behalf of the following Class: (a) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully

completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

5. Plaintiffs' Counsel and Plaintiffs are hereby appointed to represent the Class.

Relman Colfax PLLC is hereby appointed as Lead Plaintiffs' Counsel.

6. Notice of the class action Settlement was given to all Class Members pursuant to the Court's Order Granting Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Class and Approval of Notice ("Order for Notice and Hearing"). The form and method by which notice was given met the requirements of due process, Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto.
7. Pursuant to the terms of the Settlement Agreement, to be entitled to participate in the distribution of the Settlement Fund, each Class Member must submit a Claim Form, substantially in the form attached as Exhibit A. The Claims Administrator shall distribute Claim Forms to Class Members within five (5) days of entry of this Order and Final Judgment. The Claim Form must be postmarked or received by the Claims Administrator no later than ninety (90) calendar days after the date of entry of this Order. Any Claim Form that is not postmarked or received by the Claims Administrator within ninety (90) calendar days after the date of entry of this Order shall be deemed untimely, an invalid claim, and a waiver by the submitting Claimant of any claim for payment under the Settlement Agreement.
8. The Settlement is in all respects fair, reasonable, and adequate, and it is finally approved. The Parties are directed to consummate the Settlement according to the terms of the

Settlement Agreement. The Settlement Agreement and every term thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of the Court.

9. Upon the Effective Date, the Plaintiffs, the Class, and each Class Member shall, by operation of this Order and Final Judgment, fully, finally and forever release, acquit, and discharge the Released Claims against the Released Persons pursuant to the Settlement Agreement. The Plaintiffs, the Class, and each Class Member are hereby permanently enjoined and barred from instituting, commencing or prosecuting any Released Claim against a Released Person in any action or proceeding in any court or tribunal.
10. The individuals identified on the list attached hereto as Exhibit B have opted out of the Class and are not bound by the Settlement Agreement, Settlement, or Order and Final Judgment, and have not waived, relinquished, or released the right to assert any claims against Defendants.
11. Individuals who received a *Thornhill* Payment and did not waive confidentiality with respect to the settlement of the *Thornhill* litigation are not members of the Class and are not bound by the Settlement Agreement, Settlement, or Order and Final Judgment.
12. This Order and Final Judgment, the Settlement Agreement, and any and all communications between and among the Parties pursuant to or during the negotiation of the Settlement shall not constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim or defense asserted or fact alleged in the Civil Action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.
13. Plaintiffs' Counsel are awarded the sum of \$7,125,000 in attorneys' fees and

costs, to be paid by Defendants in accordance with the terms of the Settlement Agreement.

14. \$25,000 is awarded as a payment to each of the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker.
15. The balance of the funds in the Escrow Account shall be distributed pro rata to Qualified Class Members based on the proportion of each Qualified Class Member's Excess Capstone Credits to the sum of all Qualified Class Members' Excess Capstone Credits, except that the amount otherwise due to any Qualified Class Member who received a *Thornhill* Payment shall be reduced by the amount of such Payment so long as such Qualified Class Member waived confidentiality with respect to the settlement of the *Thornhill* litigation.
16. If for any reason money remains in the Escrow Account or the Administration Costs Account one year after distribution of payment from the Escrow Account to Qualified Class Members, all such remaining money shall be donated to such non-profit organizations dedicated to the furtherance of the civil rights in higher education of Black people and women as Plaintiffs select at that time.
17. Defendants are directed to pay these awards after the Effective Date, as described in the Settlement Agreement.
18. The Claims Administrator shall not be responsible for any of the relief provided to the Settlement Class under this Settlement Agreement. For its actions relating to the implementation of this Settlement Agreement, to the extent permitted by applicable law, the Claims Administrator shall have the same immunity that judges have for their official acts.

19. Pursuant to Rule 7 of the Federal Rules of Appellate Procedure, “in a civil case, the district court may require an appellant to file a bond or provide other security in any form and amount necessary to ensure payment of costs on appeal.” In light of the Court’s ruling regarding the adequacy of the relief afforded by the Settlement, the reaction of the Class and the number of Class Members, the Court orders that any appeal of this Order must be accompanied by a bond of \$150,000.
20. This Civil Action is hereby dismissed in its entirety on the merits and with prejudice. Except as otherwise provided in this Order and Final Judgment or in the Settlement Agreement, the Parties shall bear their own costs and attorneys’ fees. Without affecting the finality of this Order and the Judgment hereby entered, the Court retains exclusive jurisdiction over the Parties for all matters relating to the Civil Action and the Settlement, including the administration, interpretation, effectuation, or enforcement of the Settlement.
21. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

Dated: _____

Hon. Julie R. Rubin
United States District Judge

**Order Granting A Partial Approval of Plaintiff's Motion for Settlement and
Certification of Class: Exhibit A (Claim Form)**

INSTRUCTIONS

READ ALL INSTRUCTIONS CAREFULLY BEFORE FILLING OUT THE CLAIM FORM

1. Fill in all blank spaces in the claim form with clearly printed or typed information.
2. You must sign and date the claim form.
3. By signing your claim form, you are declaring under penalty of perjury that the information provided is true and correct. Please understand that you could be subject to criminal penalties for submitting any false information on your form.
4. If you have any questions about this form, contact the Claims Administrator at @ssiclaims.com or () - . There is no fee for any service or assistance provided by the Claims Administrator. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.**
5. Complete your claim form at www., or mail your signed and completed claim form using the enclosed pre-addressed, stamped envelope, by **[DATE]**. If you do not have the pre-addressed, stamped envelope, you may mail your signed and completed claim form to: Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 to: **YOUR CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DATE]. LATE CLAIM FORMS WILL NOT BE CONSIDERED.**
6. If your email address or mailing address changes at any time, mail your new address to the Claims Administrator at the address above or update it at www. / . Any change of address must be in writing and include your signature.
7. You do not need an attorney to help you submit a claim form. If you do wish to consult an attorney, however, you may do so at your own expense.
8. Please keep a copy of the completed form for your records.
9. If you believe that you took more or less capstone credits than indicated on the materials provided to you, you may submit documents to support that claim. Any documents you submit to show that you took a different number of capstone credits at Walden than indicated on the materials provided to you will be considered in determining the amount of any monetary payment you are eligible to receive. Examples of such documents include, but are not limited to:
 - a. Transcripts from Walden;
 - b. Signed Walden enrollment agreements;
 - c. Walden certificate of completion;
 - d. Cancelled checks or other documents showing payment to Walden; or
 - e. Emails of letters from or to Walden.

If you do not dispute the number capstone credits that you took, you do not need to submit any documents other than a completed claim form.

IF SUBMITTING BY MAIL, SEND THIS FORM TO:

**Carroll v. Walden University, LLC Claims Administrator
c/o Settlement Services, Inc.
PO Box 10269
Tallahassee, FL, 32302-2269**

THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]

LATE CLAIM FORMS WILL NOT BE CONSIDERED

**Order Granting Approval of Proposed Class Action Settlement and
Certification of Class: Exhibit (Attachment)**

dated 3/28/24

Settlement Agreement: Exhibit (Proposed Order Granting Preliminary Approval of Proposed Class Action Settlement and Conditional Certification of Class and Approval of Notice)

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED
CLASS ACTION SETTLEMENT, PROVISIONAL CERTIFICATION OF CLASS AND
APPROVAL OF NOTICE**

The Court having reviewed the proposed terms of the Settlement set forth in the executed Settlement Agreement, by and between Defendants Walden University, LLC, and Walden e-Learning, LLC (collectively, “Walden”), and the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker (collectively “Plaintiffs”), both individually and as representatives of the Class, in the above-styled Civil Action, together with all exhibits thereto, the record in the Civil Action, and the arguments of counsel;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.
2. The proposed terms of Settlement set forth in the Settlement Agreement are hereby preliminarily approved as being within the range of possible final approval as fair,

reasonable, and adequate such that notice thereof should be given to members of the Class.

3. For purposes of resolution of claims for monetary relief, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of resolution of claims for injunctive relief, pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, the following class (the “Settlement Class”) is provisionally certified for purposes of Settlement only: (a) all Black students who enrolled in and/or began classes for Walden University’s Doctor of Business Administration (“DBA”) program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.
4. Inherent in the Court’s provisional certification of the Class are the following findings:
 - (a) the Class is ascertainable; (b) its members are too numerous to be joined practicably;
 - (c) there are questions of law and fact common to the Class; (d) the Plaintiffs’ claims are typical of the claims of the Class as a whole; (e) the Plaintiffs will fairly and adequately protect the interests of the Class; (f) neither the Plaintiffs nor Plaintiffs’ Counsel have interests adverse to the Class, and Plaintiffs’ Counsel are competent and experienced; (g)

final injunctive relief and corresponding declaratory relief is appropriate respecting the Class as a whole; and (h) common questions of law and fact predominate over questions affecting only individual members of the Class and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

5. This Court's provisional certification of the Class and findings incident thereto shall be solely for settlement purposes. Provisional certification of the Class shall be vacated and shall have no effect in the event that the Settlement Agreement is not finally approved by this Court or otherwise does not take effect. In the event the Court's approval of the Settlement Agreement, entry of the Order and Final Judgment, or certification of the Class is or are disapproved, reversed, vacated or terminated, neither the Settlement Agreement nor the findings in this Order shall affect the rights of the Parties to take action in support of or in opposition to class certification or to prosecute or defend the Civil Action, or this Court's ability to grant or deny certification for litigation purposes. If this Order for Notice and Hearing is vacated, the Parties shall be restored to the *status quo ante* as of the date preceding the date of this Order.
6. The Court finds that the method of providing notice to the Class proposed in the Settlement Agreement constitutes the best method for providing such notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members of their rights and obligations, complying fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Notice and Claim Form, which are attached hereto as Exhibits A and B, are hereby approved as to form. Pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Notice, to be distributed by mail, text, and email, states (i) the nature of

the action; (ii) the definition of the class certified; (iii) the class claims, issues, and defenses; (iv) that a Class Member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; (v) the binding effect of a class judgment on members under Rule 23(c)(3); and (vi) that more information is available from the Claims Administrator upon request. The Notice also explains that the Claim Form will be provided to Class Members if this Court grants final approval of the Settlement, describes the Settlement administration process, and informs Class Members that Defendants will provide certain information covered by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, pursuant to the Court’s order granting preliminary approval, to the Claims Administrator and Plaintiffs’ Class Counsel absent objection for use in implementing the Settlement. Further, the Notice informs the Class Members that the Settlement Agreement provides for the release of their Released Claims (as that term is defined in the Settlement Agreement) and the payment of Plaintiffs’ Counsels’ attorneys’ fees. *See* Fed. R. Civ. P. 23(h).

7. Settlement Services, Inc. is approved as the Claims Administrator for the proposed Settlement. Within five (5) calendar days of the entry of this Order, Defendants shall pay or cause to be paid, on behalf of Defendants, \$100,000 into an interest-bearing account designated and controlled by Lead Plaintiffs’ Counsel (the “Administration Costs Account”). The \$100,000 payment shall be paid out of the total Settlement Fund (as that term is defined in the Settlement Agreement). Funds from the Administration Costs Account may be dispersed, as reasonably required and without further approval of the

Court, to pay Claims Administration Costs incurred by the Claims Administrator, billed to Lead Plaintiffs' Counsel as they become due.

8. Within five (5) calendar days of the entry of this Order, Defendants shall prepare and deliver an Excel spreadsheet to the Claims Administrator containing the names, last known addresses, last known telephone numbers, last known email addresses, and dates of attendance of all potential Class Members ("Class Intake List"). Defendants shall simultaneously provide a copy of the Class Intake List to Lead Plaintiffs' Counsel. The Claims Administrator shall conduct a trace using LexisNexis and the National Change of Address registry to determine, to the best extent possible and using its discretion, the most likely current address of each individual on the Class Intake List.
9. Within twenty-one (21) calendar days after the entry of this Order, the Claims Administrator shall cause to be sent, via first class mail, text, and email, the Notice substantially in the form attached as Exhibit A using the most recent contact information of the individuals on the Class Intake List.
10. Fifty (50) days after the Notice is distributed, Defendants shall supplement the Class Intake List with each potential Class Member's social security number, number of capstone credits completed as of the date this Order is entered, and number of capstone credits required by Walden's Course Catalog in effect as of the individual's DBA program start date, unless the potential Class Member has objected to such disclosure. Defendants shall provide this information pursuant to this Order.
11. Notwithstanding paragraph 8 above, Defendants will not include on the Class Intake List any individual who received a *Thornhill* Payment unless and until such individual waives confidentiality with respect to the settlement of the *Thornhill* litigation. As to potential

Class Members who provide such waivers, Defendants will include on the Class Intake List the amount of their respective *Thornhill* Payment.

12. Plaintiffs' Counsel and Plaintiffs are hereby appointed to represent the Settlement Class.

Relman Colfax PLLC is hereby appointed as Lead Plaintiffs' Counsel.

13. A hearing (the "Fairness Hearing") shall be held by the Court on _____ (91 days after the date of entry of this Order or at the Court's convenience) to consider and determine whether the requirements for certification of the Class have been met, whether the proposed Settlement of the Civil Action on the terms set forth in the Settlement Agreement should be approved as fair, reasonable, and adequate, whether Plaintiffs' Counsels' award of attorneys' fees and costs should be approved, whether Plaintiffs' incentive awards should be approved, and whether the Order and Final Judgment approving the Settlement and dismissing the Civil Action on the merits and with prejudice against Class Members should be entered.

14. The Fairness Hearing may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

15. Any individual who seeks to be excluded from the Class may do so by submitting an opt-out letter to the Claims Administrator using the email or mailing address in the Notice on or before that date that is sixty-three (63) calendar days after the date of entry of this Order. Opt-out letters sent by mail must utilize first class mail, postage prepaid, and be postmarked no later than the deadline. Opt-out letters must contain a written statement signed by the individual that includes: (i) the individual's name, address, social security number, and telephone number; (ii) the title of the Civil Action (*Aljanal Carroll, et al. v.*

Walden University, et al., Case No. 1:22-cv-00051-JRR); and (iii) a statement as set forth in the Notice that the individual wishes to be excluded from the Settlement. Any Class Member who does not submit a valid and timely request to opt out, as set forth in the Notice, will be bound by the Order and Final Judgment dismissing the Civil Action on the merits and with prejudice.

16. Any individual who declines disclosure of information covered by FERPA shall be deemed to have opted out of the Settlement.
17. Any individual who excludes himself or herself from the Class may rescind that decision up to and including the date that is seventy-seven (77) calendar days after the date of entry of this Order by following the procedure set forth in the Notice.
18. Objections by any Class Member to: (i) the certification of the Settlement Class and the proposed Settlement contained in the Settlement Agreement and described in the Notice; (ii) the payment of fees and expenses to Class Counsel; (iii) the payment of incentive awards to Plaintiffs or Declarants; and/or (iv) the entry of the Order and Final Judgment dismissing the Civil Action on the merits and with prejudice, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if such objector sends to the Court, at the following address: The United States District Court for the District of Maryland, 101 West Lombard Street Chambers 3A, Baltimore, MD 21201, postmarked no later than seventy-seven (77) calendar days after the date of entry of this Order, a written and signed statement that includes the following: (i) the objector's name, address, and telephone number; (ii) the name of the case (*Aljanal Carroll, et al. v. Walden University, et al.*, Case No. 1:22-cv-00051-JRR); (iii) the dates of the objector's attendance at Walden's DBA program; (iv) a

sentence stating that the objector confirms under penalty of perjury that he or she is a class member; (v) the basis of the objection[s]; (vi) the identity of any witnesses objector may call to testify at the Fairness Hearing; and (vii) copies of any exhibits objector intends to offer into evidence at the Fairness Hearing, and all other papers in support of such objections. The foregoing papers shall expressly refer to the name of this Civil Action as it appears in this Order, as well as to the Honorable Julie R. Rubin and the case number, and they shall also be mailed to the following addresses:

Court	Plaintiffs' Counsel	Defense Counsel
United States District Court for the District of Maryland, Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201	Tara Ramchandani Relman Colfax PLLC 1225 19th St., NW #600 Washington, DC 20036	Caitlin E. Dahl Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, IL 60611

Any Class Member who does not comply with these requirements will be deemed to have waived any objections and will be forever barred from making any objections to the proposed Settlement.

19. It is not necessary for an objector to appear at the Fairness Hearing. However, if an objector wishes to appear and/or speak at the Fairness Hearing, whether personally or through an attorney, the objector must submit and sign a Notice of Intent to Appear. All such Notices of Intent to Appear shall expressly refer to the name of this Civil Action as it appears at the top of this Order, as well as to the Honorable Julie R. Rubin and the case number. In addition, all Notices of Intent to Appear must clearly identify: (1) the objector's name, address, and number; and (2) the name, address and telephone number of any attorney(s) who will be appearing at the Fairness Hearing on the objector's behalf. If an objector wishes to appear and/or speak at the Fairness Hearing, whether personally

or through an attorney, the objector's Notice of Intent to Appear must be mailed to the Court, Plaintiffs' Counsel, and Defendants' Counsel at the above addresses, and be postmarked no later than seventy-seven (77) calendar days after the date of entry of this Order.

20. The Claims Administrator shall not be responsible for any of the relief provided to the Settlement Class under this Settlement Agreement. For its actions relating to the implementation of this Settlement Agreement, to the extent permitted by applicable law, the Claims Administrator shall have the same immunity that judges have for their official acts.
21. No later than fourteen (14) calendar days prior to the above date set for the Fairness Hearing, the Claims Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the required notice has been completed in accordance with the provisions of this Order.
22. Within eighty-four (84) days after entry of this Order, Plaintiffs shall move the Court to enter an Order and Final Judgment substantially in the form attached hereto as Exhibit C and shall file a memorandum addressing any timely-filed written objections to the Settlement.
23. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

Dated: _____

Hon. Julie R. Rubin
United States District Judge

**Order Granting Preliminary Approval of Class Action
Settlement and Conditional Certification of Class and Approval
of the:**

Exhibit A (Notice)

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

ALJANAL CARROLL, et al.,

Plaintiffs,

v.

WALDEN UNIVERSITY, LLC., et al.,

Defendants.

Case No. 1:22-cv-00051-JRR

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

TO: Black and Female students who were enrolled in the Doctor of Business Administration program at Walden University from August 1, 2008 to January 31, 2018.

THIS IS A COURT-ORDERED NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

This Notice of Settlement and Fairness Hearing is to inform you of a proposed Settlement that has been reached in a class action lawsuit brought by four Black and female students (“Plaintiffs”) who enrolled in the Doctor of Business Administration program (“DBA”) at Walden University (“Walden University,” “Walden,” or “Defendants”) from August 1, 2008 to January 31, 2018 on behalf of a class of similarly situated individuals that meet certain criteria (“Class Member(s),” as explained further in Question 8 below). The proposed settlement, if granted final approval by the Court (the “Settlement”), will result in the creation of a fund of \$28,500,000 (the “Settlement Fund”) to pay Plaintiff Class Members’ claims, the Plaintiffs’ attorneys (“Class Counsel”), and certain administrative costs. **If you are a Class Member, you are eligible to receive a share of the Settlement Fund.** The proposed Settlement also requires Walden University to adopt certain policy changes.

IF THIS NOTICE IS ADDRESSED TO YOU, YOU HAVE BEEN IDENTIFIED AS A POTENTIAL CLASS MEMBER. As a Class Member, you have the right to know about this Settlement and how this Settlement may generally affect your legal rights. This notice describes the lawsuit, the Settlement, the legal rights of all Class Members, and the applicable deadlines. Your options are explained in this notice and summarized in the following chart:

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE IN THE SETTLEMENT	To participate in the Settlement, you must submit a “Claim Form.” Submitting a Claim

	Form is the only way that you can receive a share of the Settlement Fund. A Claim Form will be sent to you after the Court grants final approval of the Settlement. You are not required to retain your own attorney to file a Claim Form, and you will not be required to pay any money for the services of Plaintiffs' Counsel.
OPT OUT OF THE SETTLEMENT	If you opt out of the Settlement, you will not be eligible to receive a share of the Settlement Fund.
OBJECT	You have the right to object to the proposed Settlement. To do so, you must submit a written objection to the Court, as described more fully in this notice. You cannot object to the Settlement unless you are a Class Member and you do not opt out of the Settlement.
DO NOTHING	If you are a Class Member and do not submit a Claim Form, you will not be eligible to receive a share of the Settlement Fund. You will, however, remain a Class Member, which means that you will be bound by any judgments or orders entered by the Court in this lawsuit.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	4
1. Why did I get this notice?	4
2. What is this lawsuit about?	4
3. What is a class action and who is involved?	4
THE CLAIMS IN THIS LAWSUIT	4
4. What does this lawsuit complaint about?	4
5. How do the Defendants answer?.....	5
6. What does the lawsuit ask for?	5
7. What has the Court decided?	5
WHO IS IN THE CLASS?	5
8. Am I part of this class?	5
9. Who are the Class Representatives?	6
SUMMARY OF PROPOSED SETTLEMENT AGREEMENT	6
10. How much money will be paid to class members?	6
11. How much money will be paid to Class Counsel?	7
12. How will the rest of the money be used?	7
13. What changes to Defendants' policies does this settlement require?	7
YOUR RIGHTS AND OPTIONS.....	7
14. What do I do to receive a payment from the Settlement Fund?	7
15. What if do not want to be a part of this lawsuit?	8
16. How do I ask the Court to opt out of the Settlement?	8
17. What if I do not want information covered by the Family Educational Rights and Privacy Act to be used?	9
HEARING ON PROPOSED SETTLEMENT AGREEMENT	9
18. What has to happen before the Settlement becomes final?	9
19. Can I object to the Settlement?.....	10
20. Can I speak at the Fairness Hearing?	10
CLASS COUNSEL	11
21. Do I have a lawyer in this case?	11
22. Should I get my own lawyer?	11
QUESTIONS	11
23. What if I have questions?	11

BASIC INFORMATION

1. Why did I get this notice?

Plaintiffs and Defendants are asking the Court to allow or “certify” for settlement a class in a class action lawsuit that affects you. Walden’s records show that you enrolled in its DBA program between August 1, 2008, and January 31, 2018. This notice explains that the Plaintiffs and Defendants have presented a settlement of the lawsuit to the Court, asked the Court to approve it, and received preliminary approval. The Honorable Julie R. Rubin of the United States District Court for the District of Maryland is overseeing this class action. The lawsuit is known as *Carroll, et al. v. Walden University, LLC, et al.*, Civil Action No. 1:22-cv-00051-JRR.

2. What is this lawsuit about?

This lawsuit alleges that Walden University knowingly misrepresented the true cost of the DBA program by disclosing the minimum number of capstone credits required to complete the program and obtain a degree, when students often completed more than the minimum number of disclosed capstone credits before completing the DBA program. The lawsuit further alleges that Walden targeted Black and female prospective students for enrollment, and that Walden’s practice of targeting nontraditional students had a disproportionate adverse impact on Black and female students.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people who have similar claims are a “class” or “class members.” The DBA students who sued on behalf of the class are also called the Plaintiffs. The entities they sued are called the Defendants. One court resolves the issues for everyone in the class—except for those people who choose to opt out of the class. The class action approach avoids the need for numerous people to file similar individual lawsuits, and it allows the court system to resolve these claims in an efficient and economical way.

THE CLAIMS IN THIS LAWSUIT

4. What does this lawsuit complaint about?

This lawsuit alleges that Walden University knowingly misrepresented the true cost of the DBA program by disclosing the minimum number of capstone credits required to complete the program and obtain a degree, when students often completed more than the minimum number of disclosed capstone credits before completing the DBA program. The lawsuit further alleges that Walden targeted Black and female prospective students for enrollment, and that Walden’s practice of targeting nontraditional students had a disproportionate adverse impact on Black and female students. Plaintiffs claim that Walden University’s practices violated Title VI of the Civil

Rights Act of 1964 (“Title VI”), 42 U.S.C. § 2000d *et seq.*, and the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691 *et seq.* Title VI and ECOA are federal anti-discrimination laws.

5. How do the Defendants answer?

Defendants deny that they violated federal anti-discrimination laws by discriminating on the basis of race or gender, intentionally or otherwise. Defendants contend that they directed advertisements to the student body they sought to educate, and Walden University’s student body is predominantly Black and female; and that they did not intentionally discriminate against female students because of their gender or Black students because of their race. Defendants also deny that they made any false or misleading statements about the number of capstone credits necessary to complete the DBA program and obtain a degree, because Defendants accurately represented the minimum number of capstone credits required to obtain a DBA degree.

6. What does the lawsuit ask for?

The Plaintiffs filed this case seeking money that students paid to Defendants for capstone credits in excess of the minimum requirements disclosed by Walden for the DBA program. Plaintiffs also seek injunctive relief, which means changes to Defendants’ policies and practices in its DBA program. The lawsuit also asks for declaratory relief that Defendants violated Title VI and ECOA.

7. What has the Court decided?

The Court denied Defendants’ motion to dismiss the Plaintiffs’ claims, allowing Plaintiffs to move forward on all their class claims and proceed to the discovery phase of litigation in which the parties exchange information. The Court’s denial of the motion to dismiss is not a determination that Defendants violated any law.

Were this case to go to trial, all of Plaintiffs’ claims would be tried. However, even if the Plaintiffs won at trial, Defendants could file an appeal. Additionally, if this case were to go to trial and Defendants were to win at trial, Plaintiffs and class members would not be entitled to any relief, such as a financial payment.

WHO IS IN THE CLASS?

8. Am I part of this class?

If this notice has been sent to you, Walden University’s records indicate that you may be part of the class. If you fit within the class definition below and submit a claim form, you will be included as part of the class and receive a payment unless you ask to opt out. If you do not opt out and do not submit a claim form, you will be a member of the class and bound by the Court’s decisions in this case but will NOT receive a payment. You do not have to have participated in this lawsuit in any way up to this point in order to be a Class Member. Opting out is described in the “Your Rights and Options” section below.

The Court’s class definition includes person who fall into at least one of the following categories:

(a) all Black students who enrolled in and/or began classes in for Walden University's DBA program between August 1, 2008 and January 21, 2018, and were charged for and successfully completed Excess Capstone Credits, defined as more capstone-level credits than the number of DBA capstone-level credits that Walden stated were the minimum required at the time they enrolled;

(b) all Black students who enrolled in and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018, and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and,

(c) all female students who enrolled in and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018, and were charged for and successfully completed more than the number of DBA capstone-level credits that Walden stated were the minimum required at the time they enrolled, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

If you fit this class definition, you are a Class Member in this lawsuit, even if you did not complete the DBA program at Walden University.

9. Who are the Class Representatives?

The Class Representatives are Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker. The Court has preliminarily determined that these former Walden DBA students fairly and adequately represent the interests of the class.

Summary of Proposed Settlement Agreement

10. How much money will be paid to class members?

Under the proposed settlement, Walden will pay \$28.5 million to settle the class claims.

\$21,175,000 of the Settlement Fund will be designated for payments to Class Members. The individual allocation to each Class Member will be calculated by the "Claims Administrator," who has had no prior role in this litigation. The Claims Administrator will rely on information provided by Defendants to calculate the allocation. The Claims Administrator will calculate the individual allocation to each Class Member who submits a timely, valid claim form. These funds will be distributed pro rata based on how many DBA capstone credits each Class Member completed above the number that Walden stated was the minimum at the time they enrolled. For example, if a Class Member completed 44 excess capstone credits and submits a valid claim form, and all Class Members who submit valid claim forms collectively completed 90,000 excess capstone credits, then that class member will receive 44/90,000 of the compensation pool, or approximately \$10,000.¹

¹ Some Class Members (approximately 55) received cash payments from the settlement in *Thornhill v. Walden University*, No. 2:16-cv-00962 (S.D. Ohio). Payments here will be reduced by the amount of any cash payment pursuant to *Thornhill*.

\$100,000 of the Settlement Fund will be designated for payments of \$25,000 to each of the four Class Representatives in recognition of their significant efforts in bringing and prosecuting this action, including involvement in litigation strategy, provision of information to Class Counsel, and advancing the interests of the class.

11. How much money will be paid to Class Counsel?

\$7,125,000, or 25% of the Settlement Fund, will be designated for payment to Plaintiffs' Counsel for attorneys' fees and to reimburse costs paid for by Plaintiffs' Counsel. Plaintiffs' Counsel have been working on this case for over three years. During the time that this case has been pending, Plaintiffs have not paid Class Counsel for their work on this case or for the significant expenses that they have incurred in investigating and prosecuting this case. In this type of litigation, it is customary for Plaintiffs' Counsel to be awarded a percentage of the Settlement Fund as their attorneys' fees. The Court will decide whether to approve the amount of attorneys' fees that Plaintiffs' Counsel have requested.

12. How will the rest of the money be used?

\$100,000 of the Settlement Fund will be designated to cover administrative costs related to administering the Settlement. This includes funds to pay for the Claims Administrator, who will distribute and process claim forms, process payments to Class Members, calculate allocations to Class Members, and notify Class Members about this Settlement.

13. What changes to Defendants' policies does this settlement require?

On its website and in enrollment agreements, Walden will disclose the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding three years of graduates. The enrollment agreements will include additional disclosures that completing the DBA program may require up to 8 years of enrollment. In addition, Walden will not reinstitute the "University Research Reviewer" role on DBA students' dissertation committees. Walden will maintain these changes for a minimum of four years.

Your Rights and Options

14. What do I do to receive a payment from the Settlement Fund?

If you wish to receive a payment from this settlement, you must properly complete a Claim Form. A Claim Form and instructions for completing it will be distributed to you at a later date if the Court grants final approval of the Settlement. If you do nothing, you will remain in the lawsuit but will not receive a share of the Settlement Fund.

You are not required to retain your own attorney to remain in this lawsuit or to file a Claim Form. You will not be required to pay any money for the services of Class Counsel or their representatives and assistants.

If you remain in the lawsuit, and if the Court grants final approval of the proposed Settlement, then you will be bound by all the terms of the Settlement. This means that you will not be able to

bring a separate lawsuit or other legal proceeding against Defendants related to the allegations and claims described above that are included in this lawsuit. Nor will you be able to challenge the Settlement Agreement after it has been finally approved by the Court. You will be legally bound by all of the orders the Court issues and the judgments the judge and jury make in this class action.

15. What if do not want to be a part of this lawsuit?

If you do not wish to remain a part of this lawsuit, then you may exclude yourself from the lawsuit by submitting a written opt-out letter requesting exclusion to the Claims Administrator at Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269, or at _____@_____.com, on or before **[date]**. If you exclude yourself from this lawsuit, you will not be bound by the terms of the Settlement, and you will be free to bring your own lawsuit or other legal proceedings against the Defendants.

However, if you exclude yourself from the lawsuit, you will have no right to receive any money from the Settlement Fund. Further, you must understand that if you exclude yourself from this lawsuit and then bring your own separate lawsuit or other legal proceedings against the Defendants, you may lose your case and receive nothing; even if you win a separate case, you may have to wait several years to obtain any money you may have to settle for less money than you would receive under the Settlement in this lawsuit, and you may have to retain and pay for your own attorney. If you bring a separate claim, the Defendants may be able to assert defenses such as the statute of limitations. The statute of limitations for the claims brought in this lawsuit ordinarily range from two to five years.

16. How do I ask the Court to opt out of the Settlement?

To exclude yourself from this lawsuit, you must submit to the Claims Administrator a letter that is signed by you, dated, and that includes your full name, address, social security number, telephone number, and the following language:

I wish to exclude myself from the plaintiff class in the case of *Carroll et al. v. Walden University, LLC et al.* No. 1:22-cv-00051-JRR.

I understand that, if the Court approves the proposed Settlement, members of the plaintiff class who remain in the lawsuit may be eligible to receive a monetary payment from the Settlement Fund. In choosing to exclude myself from the plaintiff class in this case, I understand that I will not be eligible to receive any monetary payment under the Settlement. I also understand if I exclude myself and bring a separate claim, I may have to overcome defenses such as the statute of limitations.

In addition to the required language set forth above, you may include reasons why you do not wish to participate in this lawsuit in your written request for exclusion.

Your written request for exclusion must be received by the Claims Administrator via email (_____.com) or by mail at Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 on or before **[date]**. If

the Claims Administrator has not received your written request for exclusion, including the language set forth above, by **[date]**, then you will be deemed to have given up your right to exclude yourself from this lawsuit.

If you exclude yourself from the lawsuit but then decide that you wish to remain in the lawsuit, you may rescind your exclusion on or before **[date]**. To do so, you must submit to the Claims Administrator a letter that is signed by you, dated, and that includes your full name, address, social security number, telephone number, and a statement that you wish to rescind the letter of exclusion that you previously submitted. Your recission letter can be submitted via email or by mail using the addresses provided above.

17. What if I do not want information covered by the Family Educational Rights and Privacy Act to be used?

To effectively implement the Settlement, Walden must provide the following information covered by the Family Educational Rights and Privacy Act for each Class member: social security number, number of capstone credits completed, and number of capstone credits required by Walden's Course Catalog in effect as of the Class Member's DBA program start date. Walden has been ordered by the Court to provide this information to Plaintiffs' Class Counsel and the Claims Administrator unless you object within thirty (30) days. If you object to Walden providing this information, it will be treated the same as opting out of the Settlement and you will not be part of this lawsuit or receive any money from the Settlement Fund.

To object to the disclosure of this information, you must send a letter stating that you object to Walden's attorney at:

Caitlin E. Dahl
Latham & Watkins LLP
330 North Wabash Ave.
Suite 2800
Chicago, IL 60611

Your letter must be sent within thirty (30) days of the date this Notice was sent to you.

Hearing on Proposed Settlement Agreement

18. What has to happen before the Settlement becomes final?

The Court, which has made a preliminary finding that the proposed Settlement is fair and just, has scheduled a hearing (the "Fairness Hearing") to determine whether it will grant final approval of the Settlement. The Court will hold this hearing at **[time]** on **[date]** at the United States District Court for the District of Maryland, located at the Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201, in Courtroom # [].

It is not necessary for you to appear at the hearing or to file anything with the Court before the hearing. If you fit within the Court's definition of the class, then your interests will be adequately represented at the hearing by the named Plaintiffs and Plaintiffs' Counsel.

However, subject to the following requirements, you may submit written comments on the proposed Settlement, and you may speak to the Court, either personally or through your own attorney, at the hearing on **[date]**.

19. Can I object to the Settlement?

If you wish to object to the proposed Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number;
- The name and number of the case (*Carroll, et al. v. Walden University, LLC, et al.*, No. 1:22-cv-00051-JRR);
- The basis for your objection(s);
- Whether you wish to be heard in Court at the Fairness Hearing;
- A list of any witnesses you may call to testify at the Fairness Hearing;
- Copies of any document you intend to present to the Court at the Fairness Hearing and all other documents in support of your objections;
- Your signature

You may not object to the proposed Settlement if you opt out of the class.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **[date]**, to ***all*** the following three addresses:

Court	Plaintiffs' Counsel	Defense Counsel
United States District Court for the District of Maryland, Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201	Tara Ramchandani Relman Colfax PLLC 1225 19th St., NW #600 Washington, DC 20036	Caitlin E. Dahl Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, IL 60611

20. Can I speak at the Fairness Hearing?

If you wish to request permission to speak at the hearing, you must file with the Court a “Notice of Intent to Appear.” Your notice must include the following:

- Your name, address, and telephone number;
- The name of the case (*Carroll et al. v. Walden University, LLC et al.*, No. 1:22-cv-00051-JRR);
- The name, address, and telephone number of any attorney(s) who will be appearing on your behalf at the Fairness Hearing; and
- Your signature.

You must mail your Notice of Intent to Appear, postmarked no later than **[date]** to the Court, Plaintiffs' Counsel, **and** Defense Counsel at each of the three addresses listed above. Your appearance at the hearing, as well as that of your attorney, will be at your own expense.

CLASS COUNSEL

21. Do I have a lawyer in this case?

The Court decided that attorneys from the law firm Relman Colfax PLLC and the National Student Legal Defense Network are qualified to represent you and all Class Members and appointed them to be "Class Counsel." Contact information for Class Counsel is as follows:

Relman Colfax PLLC
Attn: Walden Team
1225 19th Street, NW
Suite 600
Washington, DC 20036
Tel. (202) 728-1888
Fax. (202) 728-0848
<http://relmanlaw.com>

National Student Legal Defense Network
Attn: Walden Team
1701 Rhode Island Ave., NW
Washington, DC 20036
Tel. (202) 734-7495
<https://defendstudents.org>

22. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to make your own arrangements for the payment of that lawyer. For example, you can ask him or her to appear at the Fairness Hearing for you if you want someone other than Class Counsel to speak for you.

QUESTIONS

23. What if I have questions?

This notice summarizes the proposed Settlement. The Settlement Agreement and Plaintiffs' Motion for Preliminary Approval contain more details about the Settlement, the distribution of the Settlement Fund, and the changes to the Defendants' policies. You can access these documents at [www._____](http://www._____.).

Any inquiries by Class Members concerning this notice or the class action should be directed to the Claims Administrator at [phone number]. You can also direct questions, by phone or in writing, to Plaintiffs' Counsel Tara Ramchandani, who can be reached at (202) 728-1888,

tramchandani@relmanlaw.com, or at Relman Colfax PLLC, 1225 19th Street, NW, Suite 600, Washington, DC 20036.

**Order Granting Preliminary Approval of Claim Action
Settlement Provisional Certification of Claim and Approval
Notice:**

Exhibit (Claim Form)

INSTRUCTIONS

READ ALL INSTRUCTIONS CAREFULLY BEFORE FILLING OUT THE CLAIM FORM

1. Fill in all blank spaces in the claim form with clearly printed or typed information.
2. You must sign and date the claim form.
3. By signing your claim form, you are declaring under penalty of perjury that the information provided is true and correct. Please understand that you could be subject to criminal penalties for submitting any false information on your form.
4. If you have any questions about this form, contact the Claims Administrator at ____@ssicclaims.com or (____) ____-____. There is no fee for any service or assistance provided by the Claims Administrator. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.**
5. Complete your claim form at www.____, or mail your signed and completed claim form using the enclosed pre-addressed, stamped envelope, by **[DATE]**. If you do not have the pre-addressed, stamped envelope, you may mail your signed and completed claim form to: Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 to: **YOUR CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DATE]. LATE CLAIM FORMS WILL NOT BE CONSIDERED.**
6. If your email address or mailing address changes at any time, mail your new address to the Claims Administrator at the address above or update it at www.____/____. Any change of address must be in writing and include your signature.
7. You do not need an attorney to help you submit a claim form. If you do wish to consult an attorney, however, you may do so at your own expense.
8. Please keep a copy of the completed form for your records.
9. If you believe that you took more or less capstone credits than indicated on the materials provided to you, you may submit documents to support that claim. Any documents you submit to show that you took a different number of capstone credits at Walden than indicated on the materials provided to you will be considered in determining the amount of any monetary payment you are eligible to receive. Examples of such documents include, but are not limited to:
 - a. Transcripts from Walden;
 - b. Signed Walden enrollment agreements;
 - c. Walden certificate of completion;
 - d. Cancelled checks or other documents showing payment to Walden; or
 - e. Emails of letters from or to Walden.

If you do not dispute the number capstone credits that you took, you do not need to submit any documents other than a completed claim form.

IF SUBMITTING BY MAIL, SEND THIS FORM TO:

**Carroll v. Walden University, LLC Claims Administrator
c/o Settlement Services, Inc.
PO Box 10269
Tallahassee, FL, 32302-2269**

THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]

LATE CLAIM FORMS WILL NOT BE CONSIDERED

Order Granting Preliminary Approval of Class Action Settlement, Conditional Certification of Class, and Approval of Notice:

Exhibit C (Proposed Order Granting Approval of Proposed Class Action Settlement and Certification of Class)

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

**[PROPOSED] ORDER GRANTING APPROVAL OF PROPOSED CLASS ACTION
SETTLEMENT, AND CERTIFICATION OF CLASS**

WHEREAS, the Court entered an Order preliminarily approving the Settlement and Settlement Agreement on _____, and held a Fairness Hearing on _____; and the Court has heard and considered all submissions in connection with the proposed Settlement and the files and records herein, including the objections submitted, as well as arguments of counsel;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Civil Action, the Plaintiffs, the Class, and Defendants.
3. The Court finds that, for purposes of the Settlement, the requirements for a class

action under Federal Rule of Civil Procedure 23 have been satisfied in that (a) the Class is ascertainable; (b) its members are too numerous to be joined practicably; (c) there are questions of law and fact common to the Class; (d) the Plaintiffs' claims are typical of the claims of the Class as a whole; (e) the Plaintiffs will fairly and adequately protect the interests of the Class; (f) neither the Plaintiffs nor Plaintiffs' Counsel have interests adverse to the Class, and Plaintiffs' Counsel are competent and experienced; (g) final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole; and (h) common questions of law and fact predominate over questions affecting only individual members of the Class and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. For purposes of resolution of claims for monetary relief, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of resolution of claims for injunctive relief, pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, the Court finally certifies the Civil Action, for purposes of the Settlement, as a class action on behalf of the following Class: (a) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully

completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

5. Plaintiffs' Counsel and Plaintiffs are hereby appointed to represent the Class.

Relman Colfax PLLC is hereby appointed as Lead Plaintiffs' Counsel.

6. Notice of the class action Settlement was given to all Class Members pursuant to the Court's Order Granting Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Class and Approval of Notice ("Order for Notice and Hearing"). The form and method by which notice was given met the requirements of due process, Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto.
7. Pursuant to the terms of the Settlement Agreement, to be entitled to participate in the distribution of the Settlement Fund, each Class Member must submit a Claim Form, substantially in the form attached as Exhibit A. The Claims Administrator shall distribute Claim Forms to Class Members within five (5) days of entry of this Order and Final Judgment. The Claim Form must be postmarked or received by the Claims Administrator no later than ninety (90) calendar days after the date of entry of this Order. Any Claim Form that is not postmarked or received by the Claims Administrator within ninety (90) calendar days after the date of entry of this Order shall be deemed untimely, an invalid claim, and a waiver by the submitting Claimant of any claim for payment under the Settlement Agreement.
8. The Settlement is in all respects fair, reasonable, and adequate, and it is finally approved. The Parties are directed to consummate the Settlement according to the terms of the

Settlement Agreement. The Settlement Agreement and every term thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of the Court.

9. Upon the Effective Date, the Plaintiffs, the Class, and each Class Member shall, by operation of this Order and Final Judgment, fully, finally and forever release, acquit, and discharge the Released Claims against the Released Persons pursuant to the Settlement Agreement. The Plaintiffs, the Class, and each Class Member are hereby permanently enjoined and barred from instituting, commencing or prosecuting any Released Claim against a Released Person in any action or proceeding in any court or tribunal.
10. The individuals identified on the list attached hereto as Exhibit B have opted out of the Class and are not bound by the Settlement Agreement, Settlement, or Order and Final Judgment, and have not waived, relinquished, or released the right to assert any claims against Defendants.
11. Individuals who received a *Thornhill* Payment and did not waive confidentiality with respect to the settlement of the *Thornhill* litigation are not members of the Class and are not bound by the Settlement Agreement, Settlement, or Order and Final Judgment.
12. This Order and Final Judgment, the Settlement Agreement, and any and all communications between and among the Parties pursuant to or during the negotiation of the Settlement shall not constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim or defense asserted or fact alleged in the Civil Action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.
13. Plaintiffs' Counsel are awarded the sum of \$7,125,000 in attorneys' fees and

costs, to be paid by Defendants in accordance with the terms of the Settlement Agreement.

14. \$25,000 is awarded as a payment to each of the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker.
15. The balance of the funds in the Escrow Account shall be distributed pro rata to Qualified Class Members based on the proportion of each Qualified Class Member's Excess Capstone Credits to the sum of all Qualified Class Members' Excess Capstone Credits, except that the amount otherwise due to any Qualified Class Member who received a *Thornhill* Payment shall be reduced by the amount of such Payment so long as such Qualified Class Member waived confidentiality with respect to the settlement of the *Thornhill* litigation.
16. If for any reason money remains in the Escrow Account or the Administration Costs Account one year after distribution of payment from the Escrow Account to Qualified Class Members, all such remaining money shall be donated to such non-profit organizations dedicated to the furtherance of the civil rights in higher education of Black people and women as Plaintiffs select at that time.
17. Defendants are directed to pay these awards after the Effective Date, as described in the Settlement Agreement.
18. The Claims Administrator shall not be responsible for any of the relief provided to the Settlement Class under this Settlement Agreement. For its actions relating to the implementation of this Settlement Agreement, to the extent permitted by applicable law, the Claims Administrator shall have the same immunity that judges have for their official acts.

19. Pursuant to Rule 7 of the Federal Rules of Appellate Procedure, “in a civil case, the district court may require an appellant to file a bond or provide other security in any form and amount necessary to ensure payment of costs on appeal.” In light of the Court’s ruling regarding the adequacy of the relief afforded by the Settlement, the reaction of the Class and the number of Class Members, the Court orders that any appeal of this Order must be accompanied by a bond of \$150,000.
20. This Civil Action is hereby dismissed in its entirety on the merits and with prejudice. Except as otherwise provided in this Order and Final Judgment or in the Settlement Agreement, the Parties shall bear their own costs and attorneys’ fees. Without affecting the finality of this Order and the Judgment hereby entered, the Court retains exclusive jurisdiction over the Parties for all matters relating to the Civil Action and the Settlement, including the administration, interpretation, effectuation, or enforcement of the Settlement.
21. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

Dated: _____

Hon. Julie R. Rubin
United States District Judge

**Order Granting Approval of Proposed Class Action Settlement and
Certification of Class : Exhibit A (Claim Form)**

INSTRUCTIONS

READ ALL INSTRUCTIONS CAREFULLY BEFORE FILLING OUT THE CLAIM FORM

1. Fill in all blank spaces in the claim form with clearly printed or typed information.
2. You must sign and date the claim form.
3. By signing your claim form, you are declaring under penalty of perjury that the information provided is true and correct. Please understand that you could be subject to criminal penalties for submitting any false information on your form.
4. If you have any questions about this form, contact the Claims Administrator at ____@ssicclaims.com or (____) ____-____. There is no fee for any service or assistance provided by the Claims Administrator. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.**
5. Complete your claim form at www.____, or mail your signed and completed claim form using the enclosed pre-addressed, stamped envelope, by **[DATE]**. If you do not have the pre-addressed, stamped envelope, you may mail your signed and completed claim form to: Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 to: **YOUR CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DATE]. LATE CLAIM FORMS WILL NOT BE CONSIDERED.**
6. If your email address or mailing address changes at any time, mail your new address to the Claims Administrator at the address above or update it at www.____/____. Any change of address must be in writing and include your signature.
7. You do not need an attorney to help you submit a claim form. If you do wish to consult an attorney, however, you may do so at your own expense.
8. Please keep a copy of the completed form for your records.
9. If you believe that you took more or less capstone credits than indicated on the materials provided to you, you may submit documents to support that claim. Any documents you submit to show that you took a different number of capstone credits at Walden than indicated on the materials provided to you will be considered in determining the amount of any monetary payment you are eligible to receive. Examples of such documents include, but are not limited to:
 - a. Transcripts from Walden;
 - b. Signed Walden enrollment agreements;
 - c. Walden certificate of completion;
 - d. Cancelled checks or other documents showing payment to Walden; or
 - e. Emails of letters from or to Walden.

If you do not dispute the number capstone credits that you took, you do not need to submit any documents other than a completed claim form.

WALDEN UNIVERSITY CLASS ACTION CLAIM FORM

Aljanal Carroll, et al. v. Walden University, LLC, et al.
Case No. 1:22-cv-00051-JRR

FULL NAME: _____
Last First Middle

STREET ADDRESS: [pre-filled]
 Street No. Street Name Apt. No.

CITY: [pre-filled] STATE: [pre-filled] ZIP CODE: [pre-filled]

TELEPHONE: () _____ () _____
Mobile Other (please specify)

EMAIL ADDRESS: _____

SOCIAL SECURITY #: _____ DATE OF BIRTH: _____

PREFERRED METHOD OF COMMUNICATION (select one): mail email text

Were you enrolled in Walden University's Doctor of Business Administration program, or did you begin classes in the program, between August 1, 2008, and January 31, 2018? (check one):

Yes _____ No _____

Is [pre-filled] the correct number of capstone credits you completed in connection with Walden University's Doctor of Business Administration program between [DATE] and [DATE]?

Yes _____ No _____

If you answered “No,” what is the correct number? _____. You are encouraged to submit documentation to support your answer.

If you answered “Yes,” no supporting documentation should be submitted.

I declare under penalty of perjury that the foregoing is true and correct. I understand that I could be subject to criminal penalties for submitting any false information on this claim form.

Signature _____

Executed on _____
(today's date)

IF SUBMITTING BY MAIL, SEND THIS FORM TO:

**Carroll v. Walden University, LLC Claims Administrator
c/o Settlement Services, Inc.
PO Box 10269
Tallahassee, FL, 32302-2269**

THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]

LATE CLAIM FORMS WILL NOT BE CONSIDERED

**Order Granting A Motion for Summary Judgment and
Certification of Class: Exhibit (Exhibit)**

d r r

Settlement Agreement: Exhibit (Verification)

VERIFICATION

I, _____, state that I am the Associate President and Provost of Walden University, LLC (“Walden”) and am authorized to make this verification for and on behalf of Walden pursuant to Section IV of the Settlement Agreement dated March 22, 2024 in the lawsuit *Carroll, et al. Walden University, LLC, et al.*, Civil Action No. 1:22-cv-00051-JRR, filed in the United States District Court for the District of Maryland (the “Settlement Agreement”). I hereby verify that in the academic year from [DATE TO DATE], Walden has complied with the disclosure provisions set forth in Section IV of the Settlement Agreement. Specifically, in the academic year from [DATE TO DATE], I hereby verify the following:

- On the “Tuition and Fees” section of the Walden Doctor of Business Administration (“DBA”) program website (available here: [\[link\]](#)) (the “Website”), and in students’ enrollment agreements (or, in the circumstances described in Section IV of the Settlement Agreement, in standalone electronic communications to newly enrolled DBA students) (the “Enrollment Agreements”), Walden disclosed the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding 3 years of graduates (the “Median Disclosures”).
- The Median Disclosures are accurate to the best of my knowledge, belief, and understanding. My knowledge, belief, and understanding is based on my review of aggregated data from individual student records stored in Walden’s Student Information System for the preceding three years of DBA Program graduates.
- Walden accompanied the Median Disclosures on the Website and in the Enrollment Agreements with a statement that the disclosures of median time to complete the DBA

program and median cost to complete the DBA program reflect only those students who graduate from the program with a DBA degree and are not reflective of the entire DBA enrollment population. Additionally, Walden accompanied the Median Disclosures with a statement that historical statistics may not be predictive or representative of how long it will take individual students to complete their degrees.

- Walden disclosed in the Enrollment Agreements that (i) completing the DBA program may require up to 8 years of enrollment and up to a specified amount of tuition and fees (the “8-year Tuition and Fee Disclosures”) (revised annually based on the cost of tuition), subject to tuition and fee increases; (ii) students are not guaranteed to complete the program within 8 years of enrollment; and (iii) students who reach the 8-year time-to-completion limit may be subject to dismissal from the program unless they obtain an extension, which is not guaranteed.
- The 8-year Tuition and Fee Disclosures are accurate to the best of my knowledge, belief, and understanding. My knowledge, belief, and understanding is based on my review of the tuition and fees for 8 years of enrollment as displayed on the current Walden DBA program Website (available at the link above).

Dated: _____

Associate President and Provost
Walden University, LLC

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker,

Plaintiffs,

v.

Walden University, LLC and Walden e-
Learning, LLC,

Defendants.

Case No. 1:21-cv-00051-JRR

DECLARATION OF ALEXA T. MILTON

I, Alexa T. Milton, hereby declare as follows:

1. I am over the age of eighteen and am competent to make this Declaration. I have personal knowledge of the matters set forth herein.
2. I am counsel for Plaintiffs in the above-captioned case.
3. I submit this Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Class, and Approval of Notice.
4. During the course of settlement negotiations, defense counsel provided Plaintiffs' counsel with a dataset containing information on all putative class members, including their gender, race, enrollment start and end dates, tuition and fees paid to Defendants, the total number of capstone credits taken, and whether they had taken out loans.
5. During the course of settlement negotiations, defense counsel provided Plaintiffs' counsel with information about the minimum credit requirement and minimum per semester credit cost for Defendants' DBA program.

6. During the course of settlement negotiations, defense counsel and Plaintiffs' counsel exchanged information on key legal disputes, including the appropriate statute of limitations period, class certification, and Defendants' argument that class members who filed a borrower defense application would recoup a windfall.

7. Information shared between the Parties indicates that the putative Class includes approximately 2,291 people. This includes approximately 1,805 with potential claims under Title VI; approximately 1,505 who are Black and have potential claims under the Equal Credit Opportunity Act ("ECOA"); and approximately 1,348 who are Female and have potential claims under ECOA. These three subgroups are overlapping.

8. Information shared between the Parties indicates that application of Defendants' position on the statutes of limitations applicable to the class claims asserted could reduce by over 55% the number of putative Class members.

9. Attachment L to this declaration (see ¶ 22, *infra*), Figure 14 on page 49, indicates that between 2008 and 2017, most DBA students enrolled in more capstone credits than what was stated as the required number of capstone credits on Defendants' website.

10. This case was mediated by Michelle Yoshida of Philips ADR and Michael K. Lewis of JAMS. The Parties had a full-day mediation session with Ms. Yoshida in New York on May 4, 2023, and a full-day mediation session in Washington, D.C. with Mr. Lewis on September 21, 2023. Counsel for the Parties engaged in frequent communications and negotiations between and after the two mediation sessions.

11. At the second mediation session, Mr. Lewis made a mediator's proposal of \$28,500,000 to resolve the monetary component of the case. The Parties agreed to this number and to keep working together on the non-monetary terms of the settlement.

12. Information shared between the Parties indicates that \$28,500,000 is approximately 31% of the costs that Class members who enrolled between 2008 and 2018 were charged for what Plaintiffs allege were excess capstone credits.

13. Defendants have indicated their belief that the statute of limitations for the class claims asserted extends no further back than 2013. Information shared between the Parties indicates \$28,500,000 is approximately 79% of the costs that Class members who enrolled between 2013 and 2018 were charged for what Plaintiffs allege were excess capstone credits. That is a reduction of over 60% from the amount charged for Class members who enrolled between 2008 and 2018.

14. Plaintiff Tiffany Fair issued Interrogatories and Requests for Production to Defendants on February 28, 2023.

15. Public filings indicate that Defendants' counsel, Latham & Watkins LLP, charges between \$655 and \$1,690 per hour for its attorneys.

16. At the conclusion of February 2024, the lodestar for Plaintiffs' counsel was over \$3,500,000.

17. Attachment A to this Declaration is a true and correct copy of an internal Walden document titled "Overcoming Objections."

18. Defendants' Academic Catalogs for the DBA program, obtained from their website, show that nineteen or twenty capstone credits were required to complete the DBA program. In Defendants' Academic Catalogs, the capstone portion of the DBA program is referred to as "Doctoral Studies Sequence." In the catalogs for 2016-17 and 2017-18, "Doctoral mentoring" is also a component of the capstone portion.

- a. Attachment B to this Declaration is a true and correct copy of the section of Defendants' 2011-12 Academic Catalog pertaining to the DBA program.

- b. Attachment C to this Declaration is a true and correct copy of the section of Defendants' 2012-13 Academic Catalog pertaining to the DBA program.
- c. Attachment D to this Declaration is a true and correct copy of the section of Defendants' 2013-14 Academic Catalog pertaining to the DBA program.
- d. Attachment E to this Declaration is a true and correct copy of the section of Defendants' 2014-15 Academic Catalog pertaining to the DBA program.
- e. Attachment F to this Declaration is a true and correct copy of the section of Defendants' 2016-17 Academic Catalog pertaining to the DBA program.
- f. Attachment G to this Declaration is a true and correct copy of the section of Defendants' 2017-18 Academic Catalog pertaining to the DBA program.

19. Review of publicly available data from the National Center for Education

Statistics indicates that recipients of doctoral degrees in Business at Walden were significantly more likely to be Black than recipients of such degrees at other universities. Forty-four percent of recipients of Walden doctoral degrees in Business Administration and Management in 2020 were Black, while the average proportion at other institutions was just ten percent. *See* National Center for Education Statistics, Awards/degrees conferred by program (6-digit CIP code), award level, race/ethnicity, and gender: July 1, 2019 to June 30, 2020 (Data File C2020_A), available at https://nces.ed.gov/ipeds/datacenter/data/C2020_A.zip.

20. Review of the publicly available data identified in this paragraph indicates that sixty-eight percent of Walden's doctoral recipients in 2020 were female; and that a significantly higher proportion of Walden's doctoral recipients were female than at other universities nationally.

- a. Attachment H to this Declaration is a true and correct copy of a data table published by the National Center for Science and Engineering Statistics, Survey of Earned Doctorates, titled “Table 3 - Top 50 doctorate-granting institutions ranked by total number of doctorate recipients, by sex: 2020,” available at <https://nces.nsf.gov/pubs/nsf22300/data-tables>.
- b. Attachment I to this Declaration is a true and correct copy of data published by the National Center for Science and Engineering Statistics, Survey of Earned Doctorates, titled “Table 16 - Doctorate recipients, by subfield of study and sex: 2020,” available at <https://nces.nsf.gov/pubs/nsf22300/data-tables>.

21. Review of the documents identified in this paragraph indicates that during the time period relevant to this lawsuit, Defendants’ social media, website, and other media advertising prominently featured Black people; noted its top ranking in awarding doctorates to Black students; and promoted its suitability of its academic program to nontraditional students, including mothers, wives, and working women.

- a. Attachment J to this Declaration contains true and correct copies of representative examples of Defendants’ Facebook advertisements.
- b. Attachment K to this Declaration is a true and correct copy of a representative example of Defendants’ website advertisements.
- c. Video advertisements published by Walden available online tout its suitability for mothers, wives, and working women. See Walden University, Discover Online Learning Your Way at Walden, YouTube (June 7, 2021), <https://www.youtube.com/watch?v=BtEmnU3eGxI>; Walden University, Jazmin Chi | Shine On | Walden University, YouTube (July 9, 2021), <https://www.youtube.com/watch?v=yUYfNBfMKgI>.

22. Attachment L to this Declaration is a true and correct copy of the Minnesota Office of Higher Education’s Walden University Doctoral Program Review, dated October 23, 2019.

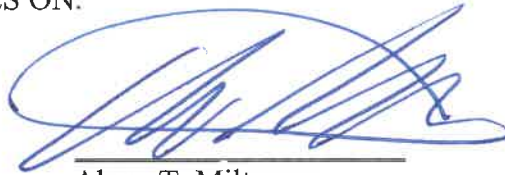
23. After numerous discussions, negotiations, and mediation with defense counsel, the Parties are in support of the settlement agreement, and believe it provides a fair, reasonable, and adequate resolution for the members of the class. Defendants do not object to the settlement agreement and the resolution of this litigation.

24. I am not aware of any putative class members who oppose the settlement agreement.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED WITHIN THE UNITED STATES ON:

March 28, 2024

A handwritten signature in blue ink, appearing to read 'Alexa T. Milton', is written over a horizontal line.

Alexa T. Milton

Attachment A

Overcoming Objections

- Ask: "Why do objections occur?"
 - *Because there are doubts or unanswered questions in the mind of the prospect*
 - *Because the prospect is interested but wants to make sure they are making the right decision (it is often habit for people to give objections when making a big decision)*

Remember, if the prospect

- *wasn't really interested, they a) wouldn't have inquired, and b) wouldn't continue talking to you*
- Today, we are going to brainstorm some objections, talk about their rebuttals, and discuss how to present our product and answer questions to not provide more objections to the prospect.
 - Before we get started, I am going to share an analogy to put our minds at ease when we get objections. *In any relationship you will not find perfection, there is usually a list of things you love about someone and a list of things you just cant stand. However, in life, we make the decision regarding what we are willing to deal with in order to get the things we love. Buying any product is like that, there is usually a whole list of things we like, and some not so desirable things about that product. Your job is to make our prospects understand how the great things in our program out way the things they don't like and help them figure out if the things they don't like will work for them.*
- Brainstorm:
 - "What objections do you think come up most often when on the phone with prospective students?"
 - Cost
 - Time to completion
 - Time Commitment
 - Spouse/Family/third Party
 - Credibility
 - Support system (lack of face-to-face)
 - Start Date (urgency)
 - Shopping
- Discuss rebuttals:
 - Cost
 - Financial aid, tuition pay
 - If they say they don't want (or can't do) financial aid, find out why, often prospects think that they are not qualified when they are
 - Time to completion
 - Find out how long they were planning to spend in the program
 - Discuss that our time to completion is realistic, however, since a lot of our programs are self paced, they can speed it up.
 - Often schools that have much shorter programs either are not accredited, or if they are, they are packing the same amount of work into a shorter time frame which is not realistic for students who work, etc.
 - Time Commitment

- Find out what they have on their plate.
- Discuss when they can fit the work in (that it's about 15-20 hours per week)
- Have them tell you when it would work for them
- Convenience and flexibility of an online program (that they won't have to spend extra time commuting)
- A lot of our programs are self paced (i.e. KAM programs that they can move through at a faster or slower paced)
- Spouse/Family/Third Party
 - Encourage them to talk with their third party
 - Discuss what the third party will want to know so you can prepare them with the best information
 - Offer them for you to speak with them if they have questions
 - Give them a deadline to discuss things and follow up so you can answer any further questions that the third party might have
- Credibility
 - Walden was established in 1970
 - Walden is regionally accredited by the Higher Learning Commission and a member of the North Central Association
 - Show them faculty and alumni profiles
- Support system (lack of face-to-face)
 - Discuss Student Services
 - ♦ Student manager, CMT, academic advisors, library, librarians, writing center, and you!
 - Discuss the structure of the classes and discussion board and how much interaction there is
- Start Date (urgency)
 - Find out why they don't want to start now
 - Use foundations class as an easy way to ease into the program
- Shopping
 - Don't discourage them from shopping
 - Understand what they are comparing and make sure they have the best information from us to make that decision
 - Give them a deadline to do that research and set an appointment to follow up after so you can answer any other questions
 - Never talk bad about our competitors! Never give out any information about our competitors and their programs.
 - *(Schools change their programs all the time, and it leaves us liable if we give out misinformation regarding another school).*
- Ask:
 - "What would you do if I was a prospect and asked you a question?" (The standard answer is to answer it)
 - "Okay, what do I need to get into your program?"

- Depending on the EA's answer, explain why we need to clarify what they are asking and why. (See example below)
- Prospects often ask questions to find out what is most important to them. This is a clue to the Enrollment Advisor that it might be a possible objection later on if they don't get the answer they are looking for. If they know why the prospect is really asking the question, then and only then should they answer it. Otherwise, the EA might give them another objection before they really have one.
 - AC²
 - Acknowledge the question that they asked.
 - Clarify the question to make sure you understand what they are asking
 - Clarify the question to make sure you understand why they are asking
 - Example:
 - Prospect – What are your requirements for entering the program?
 - Enrollment Advisor – There are different circumstances in which one can be admitted to the program. Tell me a bit more about your educational background and we can discuss whether you would meet our minimum requirements.
 - *The reason one would want to qualify the question before asking it is so they don't bring objections upon themselves. A person who graduated from Harvard with a 3.9 GPA may not want to go to a school that allows someone who graduated from Imaginary College with a 2.5 GPA to be accepted. Once one understands where the prospect is coming from it makes it easier to answer questions without getting tangled in more objections.*
- Spitfire ball - role-play game
 - Break the class into two groups. One group is the Objection Group, the other is the Rebuttal Group.
 - The Objection Group will state objections prospects might have, then throw the ball to someone in the Rebuttal Group. That person will state a rebuttal they could use to overcome the prospect's objection. The rebuttal person will then throw it to someone on the objection group. Then switch groups.

Full role-play. Break the group into triads to roleplay the entire conversation from the opening through MAPSOR. Today, they should concentrate on overcoming the prospect's objections. Have one person be the EA, one the prospect, and one the observer. (Give the observer a role-play observer sheet).

Attachment B

Select a catalog/handbook

2011-2012 Walden University Catalog (December 2011) [ARC... ▼

[ARCHIVED CATALOG]



Doctor of Business Administration (D.B.A.)

Return to: [College of Management and Technology](#)

The Doctor of Business Administration (D.B.A.) is a practitioner-scholar doctoral degree in business administration and management. It is targeted to business executives who have a master's degree in a discipline or field related to the program/specialization for which application is made and who have practical business management experience. The program helps students enhance their career profile with real-time knowledge—in preparation for expanded roles with their current employer or with another organization, or for roles as consultants or university-level teachers.

Learning Outcomes

At the end of the program, students will be able to:

1. Assess the relevance of current and emerging business theory and practice from an interdisciplinary perspective.
2. Formulate and execute effective solutions to complex, real-world problems common to the practice of business and management.
3. Apply the current research literature from business and management to practical problems found in business and management.
4. Design and conduct rigorous research that contributes to the professional body of knowledge on business and management.
5. Clearly communicate to stakeholders about problem statements, research approaches and results, solutions, and assessment.
6. Explain their ethical responsibilities as a member of the business community and citizens in society.

Specializations

- [Accounting](#)
- [Entrepreneurship](#)
- [Finance](#)
- [Global Supply Chain Management](#)
- [Healthcare Management](#)
- [Information Systems Management](#)
- [International Business](#)
- [Leadership](#)
- [Marketing](#)
- [Project Management](#)
- [Social Impact Management](#)
- [Technology Entrepreneurship](#)
- [Self-Designed](#)

Degree Requirements

- 60 total semester credit hours*
- Foundation course (3 sem. cr.)
- Core courses (28 sem. cr.)
- Specialization courses (9 sem. cr.)
- Doctoral studies sequence (20 sem. cr.)
- 8 days of academic residency (two 4-day residencies)

**Note: Students who have earned a Chartered Property Casualty Underwriter (CPCU), Professional in Human Resources (PHR), Senior Professional in Human Resources (SPHR), Global Professional in Human Resources (GPHR), Chartered Financial Analyst, or Project Management Institute designation or certification may be eligible to accelerate their D.B.A. program. For information, contact the Academic Advising Team.*

Curriculum

Catalog Search

Search Catalog

[Advanced Search](#)

[Catalog Home](#)

[Introduction](#)

[Center for Student Success](#)

[College of Undergraduate Studies](#)

[The Richard W. Riley College of Education and Leadership](#)

[College of Health Sciences](#)

[College of Management and Technology](#)

[College of Social and Behavioral Sciences](#)

[Course Descriptions](#)

[Faculty and Administration](#)

[How to Use This Catalog](#)

[Downloadable Current Catalog \(PDF\)](#)

[Archived Catalogs](#)

[Program Data](#)

[My Pages](#)

Core Curriculum

Foundation Course (3 sem. cr.)

- [DDBA 8005 - Foundations for Doctoral Business Administration Studies](#)

Core, Business Strategy, and Research Courses (28 sem. cr.)

- [DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations](#)
- [DDBA 8120 - Information Systems: Global Management Strategies and Technologies](#)
- [DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets](#)
- [DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities](#)
- [DDBA 8150 - Leadership: Building Sustainable Organizations](#)
- [DDBA 8160 - Business Strategy and Innovation](#)
- [DDBA 8427 - Applied Research Methods—Qualitative and Quantitative](#)
- [DDBA 8438 - Quantitative Decision-Making for Business Analysis](#)
- [DDBA 8991 - Qualitative and Case Study Research for Business Analysis](#)

Doctoral Studies Sequence (20 sem. cr.)

- [DDBA 8100 - Doctoral Study Mentoring](#)
- [DDBA 9000 - Doctoral Study Completion](#)

Course Sequence

Semester	Course
1	DDBA 8005 Foundations for Doctoral Business Administration Studies DDBA 8110 Business Operations: Systems Perspectives in Global Organizations
2	DDBA 8120 Information Systems: Global Management Strategies and Technologies DDBA 8130 Marketing: Strategic Innovation in Globally Diverse Markets
3	DDBA 8140 Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities DDBA 8150 Leadership: Building Sustainable Organizations
4	DDBA 8160 Business Strategy and Innovation DDBA 8427 Applied Research Methods—Qualitative and Quantitative
5	DDBA 8991 Qualitative and Case Study Research for Business DDBA 8438 Quantitative Decision-Making for Business Analysis DDBA 8100 Doctoral Study Mentoring
6	Specialization course 1 DDBA 8100 Doctoral Study Mentoring Specialization course 2 DDBA 8100 Doctoral Study Mentoring
7	Specialization course 3 DDBA 8100 Doctoral Study Mentoring
8-12	DDBA 9000 Doctoral Study Completion

Program Data

Walden is committed to providing the information about your program. Please find detailed information for the [Doctor of Business Administration \(D.B.A.\)](#) relating to the types of occupations this program may lead to, completion rate, program costs, and median loan debt of students who have graduated from this program.

↩ Return to: [College of Management and Technology](#)



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[Mobile Site.](#)



Attachment C

Self-Designed Specialization

The Self-Designed specialization allows students to customize their studies by choosing from specific specialization courses and study abroad and field study experiences. **Note:** *Additional costs apply to study abroad, and prior academic approval is required for field study.*

Specialization Curriculum (8 sem. cr.)

Choose two:

- MMBA 6700 - Introduction to Human Resource Management♦
- MMBA 6710 - Applications in Corporate Finance
- MMBA 6620 - Applications in Marketing♦
- MMBA 6730 - Strategies for Advancing Innovation and Technology♦
- MMBA 6740 - Entrepreneurship and New Venture Creation♦
- MMBA 6750 - Foundations in Project Management♦
- MMBA 6760 - Leadership Practice and Application♦
- MMBA 6671 - Global Perspectives With Study Abroad Seminar
- MMBA 6672 - Field Study
- MMBA 6673 - Applications in International Business♦
- MMBA 6680 - Individual and Organizational Commitment to Social Responsibility♦

Doctoral Degree Programs



“Walden’s team did its research and thought about all the things that would make a student comfortable in a learning environment.”

Nadia Adams
Doctor of Business Administration (D.B.A.) Student

Doctor of Business Administration (D.B.A.)

The Doctor of Business Administration (D.B.A.) is a practitioner-scholar doctoral degree in business administration and management. It is targeted to business executives who have a master’s degree in a discipline or field related to the program/specialization for which application is made and who have practical business management experience. The program helps students enhance their career profile with real-time knowledge—in preparation for expanded roles with their current employer or with another organization, or for roles as consultants or university-level teachers.

Learning Outcomes

At the end of the program, students will be able to:

1. Assess the relevance of current and emerging business theory and practice from an interdisciplinary perspective.
2. Formulate and execute effective solutions to complex, real-world problems common to the practice of business and management.
3. Apply the current research literature from business and management to practical problems found in business and management.
4. Design and conduct rigorous research that contributes to the professional body of knowledge on business and management.
5. Clearly communicate to stakeholders about problem statements, research approaches and results, solutions, and assessment.
6. Explain their ethical responsibilities as members of the business community and citizens in society.

Accreditation

Walden University's Doctor of Business Administration (D.B.A.) program is accredited by the Accreditation Council for Business Schools and Programs (ACBSP). ACBSP is a leading specialized accreditation association that identifies and supports excellence in business education.

Specializations

- Accounting
- Entrepreneurship
- Finance
- Global Supply Chain Management
- Healthcare Management
- Information Systems Management
- International Business
- Leadership
- Marketing
- Project Management
- Social Impact Management
- Technology Entrepreneurship
- Self-Designed

Degree Requirements

- 60 total semester credit hours*
- Foundation course (3 sem. cr.)
- Core courses (28 sem. cr.)
- Specialization courses (9 sem. cr.)
- Doctoral studies sequence (20 sem. cr.)
- 8 days of academic residency (two 4-day residencies)

****Note:** Students who have earned a Chartered Property Casualty Underwriter (CPCU), Professional in Human Resources (PHR), Senior Professional in Human Resources (SPHR), Global Professional in Human Resources (GPHR), Chartered Financial Analyst, or Project Management Institute designation or certification may be eligible to accelerate their D.B.A. program. For information, contact the Academic Advising Team.*

Core Curriculum

Foundation Course (3 sem. cr.)

- DDBA 8005 - Foundations for Doctoral Business Administration Studies

Core Courses (28 sem. cr.)

- DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦
- DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦
- DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦
- DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦
- DDBA 8150 - Leadership: Building Sustainable Organizations♦
- DDBA 8160 - Business Strategy and Innovation
- DDBA 8427 - Applied Research Methods—Qualitative and Quantitative
- DDBA 8991 - Qualitative and Case Study Research for Business Analysis
- DDBA 8438 - Quantitative Decision Making for Business Analysis

Doctoral Studies Sequence (20 sem. cr.)

- DDBA 8100 - Doctoral Study Mentoring
- DDBA 9000 - Doctoral Study Completion

Course Sequence

<i>Semester</i>	<i>Course</i>	<i>Credits</i>
1	DDBA 8005 - Foundations for Doctoral Business Administration Studies	3 sem. cr.
	DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations	3 sem. cr.
2	DDBA 8120 - Information Systems: Global Management Strategies and Technologies	3 sem. cr.
	DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets	3 sem. cr.
3	DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities	3 sem. cr.
	DDBA 8150 - Leadership: Building Sustainable Organizations	3 sem. cr.
4	DDBA 8160 - Business Strategy and Innovation	3 sem. cr.

	DDBA 8427 - Applied Research Methods—Qualitative and Quantitative	3 sem. cr.
5	DDBA 8991 - Qualitative and Case Study Research for Business	4 sem. cr.
	DDBA 8438 - Quantitative Decision Making for Business Analysis	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
6	Specialization course 1	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
	Specialization course 2	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
7	Specialization course 3	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
8–12	DDBA 9000 - Doctoral Study Completion	4 sem. cr. (each semester)

Program Data

Walden is committed to providing the information about your program. Please find detailed information for the [Doctor of Business Administration \(D.B.A.\)](#) relating to the types of occupations this program may lead to, completion rate, program costs, and median loan debt of students who have graduated from this program.

Accounting Specialization

The Accounting specialization explores the principles and methods used in managerial accounting, including revenue forecasting and cost-volume-profit analyses. Students examine applied research methods in the context of decision-making and performance-evaluation systems. Theories of managerial decision making from both domestic and global perspectives are used to develop solutions for real-world business problems. Students can learn to communicate financial results clearly to finance executives within their organizations.

Specialization Curriculum (9 sem. cr.)

- DDBA 8550 - Seminar in Managerial Accounting
- DDBA 8551 - Seminar in Accounting-Based Performance Evaluation Systems
- DDBA 8552 - Seminar in International Aspects of Managerial Accounting

Entrepreneurship Specialization

Students in the Entrepreneurship specialization explore the entrepreneurial concepts and processes that are found in both established companies with a pioneering spirit and start-ups. They build entrepreneurial skills and knowledge with a learning experience that combines theory with practical strategies drawn from real-world situations, such as identifying market opportunities, managing risk and change, encouraging innovation, and raising capital. In addition, they analyze how an entrepreneurial organization can make a greater contribution in

Attachment D

Doctoral Programs

Doctor of Business Administration (D.B.A.)

"Walden's team did its research and thought about all the things that would make a student comfortable in a learning environment."

*Nadia Adams
Doctor of Business Administration (D.B.A.) Student*

The Doctor of Business Administration (D.B.A.) is a practitioner-scholar doctoral degree in business administration and management. It is targeted to business executives who have a master's degree in a discipline or field related to the program/specialization for which application is made and who have practical business management experience. The program helps students enhance their career profile with real-time knowledge—in preparation for expanded roles with their current employer or with another organization, or for roles as consultants or university-level teachers.

Learning Outcomes

At the end of the program, students will be able to:

1. Assess the relevance of current and emerging business theory and practice from an interdisciplinary perspective.
2. Formulate and execute effective solutions to complex, real-world problems common to the practice of business and management.
3. Apply the current research literature from business and management to practical problems found in business and management.
4. Design and conduct rigorous research that contributes to the professional body of knowledge on business and management.
5. Clearly communicate to stakeholders about problem statements, research approaches and results, solutions, and assessment.
6. Explain their ethical responsibilities as members of the business community and citizens in society.

Accreditation

Walden University's Doctor of Business Administration (D.B.A.) program is accredited by the Accreditation Council for Business Schools and Programs (ACBSP). ACBSP is a leading specialized accreditation association that identifies and supports excellence in business education.

Specializations

- Accounting
- Entrepreneurship
- Finance
- Global Supply Chain Management
- Healthcare Management
- Human Resource Management
- Information Systems Management
- International Business
- Leadership
- Marketing
- Project Management
- Social Impact Management
- Technology Entrepreneurship
- Self-Designed

Degree Requirements

- 60 total semester credit hours*
- Foundation course (3 sem. cr.)
- Core courses (18 sem. cr.)
- Research methods courses (10 sem. cr.)
- Specialization courses (9 sem. cr.)
- Doctoral studies sequence (20 sem. cr.)
- 8 days of academic residency (two 4-day residencies)

**Note: Students who have earned a Chartered Property Casualty Underwriter (CPCU), Professional in Human Resources (PHR), Senior Professional in Human Resources (SPHR), Global Professional in Human Resources (GPHR), Chartered Financial Analyst, or Project Management Institute designation or certification may be eligible to accelerate their D.B.A. program. For information, contact the Academic Advising Team.*

Core Curriculum

Foundation Course (3 sem. cr.)

- DDBA 8006 - Contemporary Challenges in Business

Core, Business Strategy, and Research Courses (18 sem. cr.)

- DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice
- DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦
- DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦
- DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦
- DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦
- DDBA 8161 - Business Strategy and Innovation for Competitive Advantage

Research Methods Courses (10 sem. cr.)

- DDBA 8427 - Applied Research Methods—Qualitative and Quantitative
- DDBA 8991 - Qualitative and Case Study Research for Business Analysis
- DDBA 8438 - Quantitative Decision Making for Business Analysis

Doctoral Studies Sequence (20 sem. cr.)

- DDBA 8100 - Doctoral Study Mentoring
- DDBA 9000 - Doctoral Study Completion

Course Sequence

<i>Semester</i>	<i>Course</i>	<i>Credits</i>	
1	DDBA 8006 - Contemporary Challenges in Business	3 sem. cr.	
	DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice	3 sem. cr.	
2	DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦	3 sem. cr.	
	DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦	3 sem. cr.	
3	DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦	3 sem. cr.	
	DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦	3 sem. cr.	

4	DDBA 8161 - Business Strategy and Innovation for Competitive Advantage	3 sem. cr.
	DDBA 8427 - Applied Research Methods—Qualitative and Quantitative	3 sem. cr.
5	DDBA 8991 - Qualitative and Case Study Research for Business Analysis	4 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
6	Specialization course 1 DDBA 8100 - Doctoral Study Mentoring	3 sem. cr. 0 sem. cr.
	Specialization course 2 DDBA 8100 - Doctoral Study Mentoring	3 sem. cr. 0 sem. cr.
7	Specialization course 3 DDBA 8100 - Doctoral Study Mentoring	3 sem. cr. 0 sem. cr.
8–12	DDBA 9000 - Doctoral Study Completion	4 sem. cr. (each semester)

Program Data

Walden is committed to providing the information about your program. Please find detailed information for the Doctor of Business Administration (D.B.A.) relating to the types of occupations this program may lead to, completion rate, program costs, and median loan debt of students who have graduated from this program.

Accounting

The Accounting specialization explores the principles and methods used in managerial accounting, including revenue forecasting and cost-volume-profit analyses. Students examine applied research methods in the context of decision making and performance-evaluation systems. Theories of managerial decision making from both domestic and global perspectives are used to develop solutions for real-world business problems. Students can learn to communicate financial results clearly to finance executives within their organizations.

Specialization Curriculum (9 sem. cr.)

- DDBA 8550 - Seminar in Managerial Accounting
- DDBA 8551 - Seminar in Accounting-Based Performance Evaluation Systems
- DDBA 8552 - Seminar in International Aspects of Managerial Accounting

Finance

Students gain the finance tools that help managers maximize their firm's value, including valuation, capital budgeting and structure, working capital management, multinational concepts, and Capital Asset Pricing Model (CAPM). As they develop their expertise in finance, students explore more advanced theories such as option pricing, derivatives, and hedging. Throughout the program, students will be encouraged to combine practice and theory in order to apply their new knowledge to organizational problems. Coursework focuses on the development of writing and critical-thinking skills at the doctoral level.

Specialization Curriculum (9 sem. cr.)

- DDBA 8540 - Seminar in International Finance
- DDBA 8541 - Seminar in Entrepreneurial Finance
- DDBA 8523 - Seminar in Law and Compliance

Global Supply Chain Management

Whether students work as manufacturers, retailers, or service providers, if they conduct business globally, they need to understand how products and services move from concept to delivery. Students learn the systems required to identify sources of personnel and material, and how to ensure that supply chains conform to the highest global standards. In addition, they will explore new ways of applying technology to help cut costs, increase customer satisfaction, and find new business opportunities. Coursework focuses on the development of writing and critical-thinking skills at the doctoral level.

Specialization Curriculum (9 sem. cr.)

- DDBA 8510 - Seminar in Global Supply Chain Management
- DDBA 8512 - Seminar in IT for Competitive Advantage
- DDBA 8524 - Seminar in Multicultural Management

Healthcare Management

The Healthcare Management specialization focuses on healthcare policy development and its effect on organizational operations, the analysis of healthcare delivery systems, and an investigation of the regulatory and ethical dynamics that exist within the U.S. healthcare industry. Students can learn to apply managerial decision-making skills to the healthcare policy

development and implementation process that guides the operation of healthcare organizations. The curriculum explores solutions for real-world management challenges that can affect delivery systems and the continuum of health services.

Specialization Curriculum (9 sem. cr.)

- DDBA 8560 - Seminar in Healthcare Managerial Decision Making
- DDBA 8561 - Seminar in Managing Healthcare Delivery Systems
- DDBA 8562 - Seminar in Law and Ethics in Healthcare Management

Human Resource Management

The Human Resource Management specialization encourages students to adopt a strategic view of human resource management policies and programs and to evaluate their alignment with organizational strategic goals. Coursework emphasizes the skills and strategies required to confidently develop, manage, recruit, and lead departments and staff members. Students explore how economic, social, psychological, legal, and cultural forces influence employment relations and gain expertise in areas related to recruitment and selection, performance evaluation, compensation and benefits, job design, retention, and turnover.

Specialization Curriculum (9 sem. cr.)

- WMBA 6610 - Talent Management
- WMBA 6613 - Human Resource Metrics
- WMBA 6617 - Performance Management

Information Systems Management

With this specialization, students develop expertise in information systems management with a focus on addressing the management challenges facing technology-based businesses. They gain the knowledge and skills to help align business needs with technological solutions, identify new applications for technology, and leverage technological solutions in order to enhance their organization's competitive position in the marketplace. They examine how technological solutions can be affected in a global environment. Coursework focuses on the development of writing and critical-thinking skills at the doctoral level.

Specialization Curriculum (9 sem. cr.)

- DDBA 8510 - Seminar in Global Supply Chain Management
- DDBA 8511 - Seminar in Innovation Management
- DDBA 8512 - Seminar in IT for Competitive Advantage

International Business

The International Business specialization emphasizes the management and leadership needs of complex organizations whose operations and interests cross over multiple markets, cultures, and geography. Students will study how global organizations operate and adopt and explore the critical challenges that global managers face, including the political, financial, competitive, regulatory, operational, and social dimensions of international business.

Specialization Curriculum (9 sem. cr.)

- WMBA 6670 - Applications in Global Business
- WMBA 6673 - Case Studies in Global Business
- WMBA 6677 - Competing in the Global Economy

Leadership

The Leadership specialization helps students realize their potential to become effective and respected leaders who can build culture, motivate others, and confidently guide companies and departments through organizational change. Students explore various perspectives of what makes a good leader and evaluate their own leadership style. Through an ongoing process of self-reflection, new knowledge, and hands-on experience, students build upon their existing leadership strengths and enhance their expertise in areas that include communication, change management, organizational culture, ethics, and global business.

Specialization Curriculum (9 sem. cr.)

- WMBA 6630 - Leadership in a Global Landscape
- WMBA 6633 - Personal Leadership: Mentoring and Coaching
- WMBA 6637 - Leadership in Action: Change Management and Conflict Resolution

Marketing

The Marketing specialization provides students with an in-depth understanding of consumer behaviors, brand positioning, and how emerging media channels are transforming traditional marketing. Students solidify their knowledge of marketing fundamentals, including market analysis and product positioning, while learning new strategies for integrated marketing, customer relationship management, new product development, and brand management.

Specialization Curriculum (9 sem. cr.)

- WMBA 6660 - Developing an Integrated Marketing Strategy and Brand Management

- WMBA 6663 - Customer Loyalty and Buyer Behavior
- WMBA 6667 - Emerging Media and the Global Market

Project Management

The Project Management specialization focuses on achieving organizational effectiveness objectives through project, program, and portfolio management. Students can study the principles of project-based strategic leadership, learn to assess portfolio risk, and analyze opportunities for portfolio performance improvement. Students can develop the skills to engage in dynamic project portfolio management and to address real-world project management challenges.

Specialization Curriculum (9 sem. cr.)

- DDBA 8570 - Seminar in Program and Portfolio Management
- DDBA 8571 - Seminar in Project Portfolio Performance and Organizational Effectiveness
- DDBA 8572 - Seminar in Project-Based Strategic Leadership

Social Impact Management

As more companies move from a profit-only outlook to one that focuses on communities and society as a whole, the ability to manage and improve an organization's social impact is in high demand. Students examine key issues in corporate responsibility, such as how to achieve greater transparency while protecting proprietary information, leverage social involvement in branding, improve operational efficiency through environmental initiatives, and strengthen stakeholder relationships. Coursework focuses on the development of writing and critical-thinking skills at the doctoral level.

Specialization Curriculum (9 sem. cr.)

- DDBA 8521 - Seminar in Change Management
- DDBA 8522 - Seminar in Sustainability
- DDBA 8523 - Seminar in Law and Compliance

Technology Entrepreneurship

Students examine what innovation is and what it is not. They learn how to design the concepts, processes, and tools to increase the rate and extent of innovation in their company, thereby enhancing the company's competitive edge. Students discover new ways of applying technology

to cut costs, increase customer satisfaction, and create new business opportunities. Coursework focuses on the development of writing and critical-thinking skills at the doctoral level.

Specialization Curriculum (9 sem. cr.)

- DDBA 8511 - Seminar in Innovation Management
- DDBA 8541 - Seminar in Entrepreneurial Finance
- DDBA 8512 - Seminar in IT for Competitive Advantage

Self-Designed

Students create their own specialization based on their individual goals and interests in business administration. They choose seminars from the program's other nine specializations under the guidance of a Walden faculty mentor. Assignments will focus on the practical application of writing and critical-thinking skills and the integration of professional practice at the doctoral level.

Specialization Curriculum (9 sem. cr.)

Choose any three seminars from any of the other D.B.A. specializations.

Ph.D. in Management

"Walden University is a unique institution graduating students who are ready to make the world a better place."

*Frank Boateng
Ph.D. in Management Student*

Walden's Ph.D. in Management, formerly the Ph.D. in Applied Management and Decision Sciences, is one of the few Ph.D. programs in management offered online. The program takes an interdisciplinary approach to the field of management and its influence on the development of individuals and society. Students will conduct original research in a specific area of interest as they have the opportunity to learn theories, concepts, and techniques that provide the foundation for sound management decision making. Students will help prepare to meet the challenges and opportunities in their profession and their organization; study ways to facilitate positive social change; and help enhance their capabilities as a researcher, scholar, manager, or consultant. The curriculum for the Ph.D. in Management offers an interdisciplinary approach to the study of management. Students may choose a specialization that fits a personal and/or career objective or design an individualized specialization.

Attachment E

DOCTORAL DEGREE PROGRAMS

Doctor of Business Administration (D.B.A.)

The Doctor of Business Administration (D.B.A.) is a practitioner-scholar doctoral degree in business administration and management. It is targeted to business executives who have a master's degree in a discipline or field related to the program/specialization for which application is made and who have practical business management experience. The program helps students enhance their career profile with real-time knowledge—in preparation for expanded roles with their current employer or with another organization, or for roles as consultants or university-level teachers.

Learning Outcomes

At the end of the program, students will be able to:

1. Assess the relevance of current and emerging business theory and practice from an interdisciplinary perspective.
2. Formulate and execute effective solutions to complex, real-world problems common to the practice of business and management.
3. Apply the current research literature from business and management to practical problems found in business and management.
4. Design and conduct rigorous research that contributes to the professional body of knowledge on business and management.
5. Clearly communicate to stakeholders about problem statements, research approaches and results, solutions, and assessment.
6. Explain their ethical responsibilities as members of the business community and citizens in society.

Accreditation

Walden University's Doctor of Business Administration (D.B.A.) program is accredited by the Accreditation Council for Business Schools and Programs (ACBSP). ACBSP is a leading specialized accreditation association that identifies and supports excellence in business education.

Specializations

- Accounting
- Entrepreneurship
- Finance
- Global Supply Chain Management

- Healthcare Management
- Homeland Security
- Human Resource Management
- Information Systems Management
- International Business
- Leadership
- Marketing
- Project Management
- Social Impact Management
- Technology Entrepreneurship
- Self-Designed

Degree Requirements

- 60 total semester credit hours*
- Foundation course (3 sem. cr.)
- Core courses (18 sem. cr.)
- Research methods courses (10 sem. cr.)
- Specialization courses (9 sem. cr.)
- Doctoral studies sequence (20 sem. cr.)
- 8 days of academic residency (two 4-day residencies)

***Note:** *Students who have earned a Chartered Property Casualty Underwriter (CPCU), Professional in Human Resources (PHR), Senior Professional in Human Resources (SPHR), Global Professional in Human Resources (GPHR), Chartered Financial Analyst, or Project Management Institute designation or certification may be eligible to accelerate their D.B.A. program. For information, contact the Academic Advising Team.*

Core Curriculum

Foundation Course (3 sem. cr.)

- **DDBA 8006 - Contemporary Challenges in Business**

Core, Business Strategy, and Research Courses (18 sem. cr.)

- **DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice**
- **DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦**
- **DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦**
- **DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦**
- **DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦**
- **DDBA 8161 - Business Strategy and Innovation for Competitive Advantage**

Research Methods Courses (10 sem. cr.)

- **DDBA 8427 - Applied Research Methods—Qualitative and Quantitative**
- **DDBA 8991 - Qualitative and Case Study Research for Business Analysis**

- ***DDBA 8438 - Quantitative Decision Making for Business Analysis***

Doctoral Studies Sequence (20 sem. cr.)

- ***DDBA 8100 - Doctoral Study Mentoring***
- ***DDBA 9000 - Doctoral Study Completion***

Course Sequence

Semester	Course	Credits
1	DDBA 8006 - Contemporary Challenges in Business	3 sem. cr.
	DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice	3 sem. cr.
2	DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦	3 sem. cr.
	DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦	3 sem. cr.
3	DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦	3 sem. cr.
	DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦	3 sem. cr.
4	DDBA 8161 - Business Strategy and Innovation for Competitive Advantage	3 sem. cr.
	DDBA 8427 - Applied Research Methods—Qualitative and Quantitative	3 sem. cr.
5	DDBA 8991 - Qualitative and Case Study Research for Business Analysis	4 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
6	Specialization course 1	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
	Specialization course 2	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
7	Specialization course 3	3 sem. cr.
	DDBA 8100 - Doctoral Study Mentoring	0 sem. cr.
8–12	DDBA 9000 - Doctoral Study Completion	4 sem. cr. (each semester)

Program Data

Walden is committed to providing the information you need to make an informed decision about where you pursue your education. Click [here](#) to find detailed information for the Doctor of Business Administration (D.B.A.) program relating to the types of occupations this program may lead to, completion rate, program costs, and median loan debt of students who have graduated from this program.

Accounting

The Accounting specialization explores the principles and methods used in managerial accounting, including revenue forecasting and cost-volume-profit analyses. Students examine applied research methods in the context of decision-making and performance-evaluation systems. Theories of managerial decision making from both domestic and global perspectives are used to develop solutions for real-world business problems. Students can learn to communicate financial results clearly to finance executives within their organizations.

Specialization Curriculum (9 sem. cr.)

- ***DDBA 8550 - Seminar in Managerial Accounting***
- ***DDBA 8551 - Seminar in Accounting-Based Performance Evaluation Systems***
- ***DDBA 8552 - Seminar in International Aspects of Managerial Accounting***

Entrepreneurship

Students in the Entrepreneurship specialization explore the entrepreneurial concepts and processes that are found in both established companies with a pioneering spirit and start-ups. They build entrepreneurial skills and knowledge with a learning experience that combines theory with practical strategies drawn from real-world situations, such as identifying market opportunities, managing risk and change, encouraging innovation, and raising capital. In addition, they analyze how an entrepreneurial organization can make a greater contribution in today's society. Coursework focuses on the development of writing and critical-thinking skills at the doctoral level.

Specialization Curriculum (9 sem. cr.)

- ***DDBA 8511 - Seminar in Innovation Management***
- ***DDBA 8541 - Seminar in Entrepreneurial Finance***
- ***DDBA 8531 - Seminar in B2B Marketing***

Finance

Students gain the finance tools that help managers maximize their firm's value, including valuation, capital budgeting and structure, working capital management, multinational concepts, and Capital Asset Pricing Model (CAPM). As they develop their expertise in finance, students

Attachment F

Walden University**2016-2017 Walden University Catalog (September 2016)**

[ARCHIVED CATALOG]

[ACBSP](#)**Doctor of Business Administration (DBA)**

"Walden's team did its research and thought about all the things that would make a student comfortable in a learning environment."

Nadia Adams, Doctor of Business Administration (DBA) Student

The DBA program is designed for visionary professionals who want to use their expertise to change how their business changes the world. With access to resources that allow students to track their progress more closely, they will define the social change impact they want to make—and then design their doctoral experience around it. Coursework in this program includes self-analysis activities, as well as international case studies featuring alumni and business leaders from the *Laureate International Universities* network. Students can explore some of today's greatest business challenges and opportunities—including globalization, ethics, and relationship management—and examine those issues in relation to their own organization.

Learning Outcomes

At the end of the program, students will be able to:

1. Evaluate the relevance of current and emerging business theory and practice from an interdisciplinary perspective (WO III, IV, V, VI, VIII).
2. Formulate effective solutions to complex, real-world problems common to the practice of business and management (WO II, IV, V, VIII).
3. Apply current research literature to practical problems found in business and management (WO III, IV, V, VI, VIII).
4. Evaluate scholarly research in business and management (WO II, III, IV, V, VI).
5. Design rigorous research that contributes to the professional body of knowledge of business and management (WO II, III, IV, V, VI).
6. Design rigorous research that contributes to positive social change (WO I, II, IV, VII, VIII, IX).
7. Apply professional ethics appropriately (WO I, II, IV, VII, VIII, IX).

Specializations

- [Accounting](#)

- [Energy Management](#)
- [Entrepreneurship](#)
- [Finance](#)
- [Global Supply Chain Management](#)
- [Healthcare Management](#)
- [Homeland Security](#)
- [Human Resource Management](#)
- [Information Systems Management](#)
- [International Business](#)
- [Leadership](#)
- [Marketing](#)
- [Project Management](#)
- [Social Impact Management](#)
- [Technology Entrepreneurship](#)
- [Self-Designed](#)

Degree Requirements

- 60 total semester credits*
- Foundation course (3 sem. cr.)
- Core and business strategy courses (18 sem. cr.)
- Research methods courses (11 sem. cr.)
- Specialization courses (9 sem. cr.)
- Doctoral mentoring (4 sem. cr.)
- Doctoral studies sequence (15 sem. cr.)
- [Two face-to-face residencies](#)

**Note: Students who have earned a Chartered Property Casualty Underwriter (CPCU), Professional in Human Resources (PHR), Senior Professional in Human Resources (SPHR), Global Professional in Human Resources (GPHR), Chartered Financial Analyst, or Project Management Institute designation or certification may be eligible to accelerate their DBA program. For information, contact the Academic Advising Team.*

Curriculum

Foundation Course (3 sem. cr.)

- [DDBA 8006 - Contemporary Challenges in Business♦](#)

Core and Business Strategy Courses (18 sem. cr.)

- [DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦](#)
- [DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦](#)
- [DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦](#)
- [DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦](#)
- [DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice♦](#)

- [DDBA 8161 - Business Strategy and Innovation for Competitive Advantage♦](#)

Research Methods Courses (11 sem. cr.)

- [DDBA 8300 - Qualitative and Quantitative Methodology for Applied Business Research](#)
- [DDBA 8303 - Qualitative and Case Study Methodology for Business Analysis Research](#)
- [DDBA 8307 - Quantitative Business Data Analysis Using SPSS](#)

Specialization Courses (9 sem. cr.)

These courses are dependent upon the particular specialization. Please see the course list on each specialization page.

Doctoral Studies Courses (20 sem. cr.)

- [DDBA 8101 - Doctoral Study Mentoring](#)

1 cr. each session = total 4 cr. To be taken along with other coursework after completion of DDBA 8303 until beginning DDBA 9001.

- [DDBA 9001 - Doctoral Study Completion](#)

This course is required to be taken for a minimum of 5 times. Additional sessions may be required until the Chief Academic Office (CAO) has rendered final approval.

Residency Requirements

- Complete Residency 1 face-to-face as soon as you begin your program (while taking DDBA 8006 or DDBA 8151); should be taken within 90 days of completing your Foundations course DDBA 8006.
- Complete Residency 2 face-to-face just prior to the start or during the first few weeks of DDBA 8303.
- **Optional:** Complete a DBA Doctoral Study Intensive retreat face-to-face during DDBA 8101 or DBA 9001. Contact Academic Advising to register.

Course Sequence

<i>Semester</i>	<i>Course</i>	<i>Credits</i>
1	DDBA 8006 - Contemporary Challenges in Business♦	3 sem. cr.
	DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice♦	3 sem. cr.
	Complete Residency 1 face-to-face as soon as you begin your program (while taking DDBA 8006 or DDBA 8151); should be taken within 90 days of completing your Foundations course DDBA 8006.	
2	DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦	3 sem. cr.
	DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦	3 sem. cr.
3	DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦	3 sem. cr.

	DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations	3 sem. cr.
4	DDBA 8161 - Business Strategy and Innovation for Competitive Advantage	3 sem. cr.
	DDBA 8300 - Qualitative and Quantitative Methodology for Applied Business Research	4 sem. cr.
	Complete Residency 2 face-to-face just prior to the start or during the first few weeks of DDBA 8303.	
5	DDBA 8303 - Qualitative and Case Study Methodology for Business Analysis Research	4 sem. cr.
	DDBA 8307 - Quantitative Business Data Analysis Using SPSS and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring *	1 sem. cr.
6	Specialization course 1 and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring *	1 sem. cr.
	Specialization course 2 and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring *	1 sem. cr.
7	Specialization course 3 and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring *	1 sem. cr.
	DDBA 9001 - Doctoral Study Completion This course is required to be taken for a minimum of 5 times. Additional sessions may be required until the Chief Academic Office (CAO) has rendered final approval.	3 sem. cr. (each semester)
	Optional: Complete a DBA Doctoral Study Intensive retreat face-to-face during DBA 8101 or DBA 9001. Contact Academic Advising to register.	
8-9	DDBA 9001 - Doctoral Study Completion This course is required to be taken for a minimum of 5 times. Additional sessions may be required until the Chief Academic Office (CAO) has rendered final approval.	3 sem. cr. (each semester)

*DDBA 8101 - Doctoral Study Mentoring, 1 cr. each session = total 4 cr.

To be taken along with other coursework after completion of DDBA 8303 until beginning DDBA 9001.

Doctoral Writing Assessment

Students who start their doctoral program at Walden University in 2016 will complete the university's required doctoral writing assessment on a rolling basis. Designed to evaluate incoming doctoral students' writing skills, this assessment aims to help prepare incoming doctoral students to meet the university's expectations for writing at the doctoral level. For more information, [click here](#).

Accreditation



Walden University's Doctor of Business Administration (DBA) program is accredited by the Accreditation Council for Business Schools and Programs (ACBSP). ACBSP is a leading specialized accreditation association that identifies and supports excellence in business education.

Program Data

Walden is committed to providing the information you need to make an informed decision about where you pursue your education. [Click here to find detailed information](#) for the Doctor of Business Administration (DBA) program relating to the types of occupations this program may lead to, completion rate, program costs, and median loan debt of students who have graduated from this program.

Attachment G

**Walden
University**

2017-2018 Walden University Catalog (September 2017)

[ARCHIVED CATALOG]

Doctor of Business Administration (DBA)



“Walden’s team did its research and thought about all the things that would make a student comfortable in a learning environment.”

Nadia Adams, Doctor of Business Administration (DBA) Student

The DBA program is designed for visionary professionals who want to use their expertise to change how their business changes the world. With access to resources that allow students to track their progress more closely, they will define the social change impact they want to make—and then design their doctoral experience around it. Coursework in this program includes self-analysis activities, as well as international case studies featuring alumni and business leaders from the *Laureate International Universities* network. Students can explore some of today’s greatest business challenges and opportunities—including globalization, ethics, and relationship management—and examine those issues in relation to their own organization.

Learning Outcomes

At the end of the program, students will be able to:

1. Evaluate the relevance of current and emerging business theory and practice from an interdisciplinary perspective (WO III, IV, V, VI, VIII).
2. Formulate effective solutions to complex, real-world problems common to the practice of business and management (WO II, IV, V, VIII).

3. Apply current research literature to practical problems found in business and management (WO III, IV, V, VI, VIII).
4. Evaluate scholarly research in business and management (WO II, III, IV, V, VI).
5. Design rigorous research that contributes to the professional body of knowledge of business and management (WO II, III, IV, V, VI).
6. Design rigorous research that contributes to positive social change (WO I, II, IV, VII, VIII, IX).
7. Apply professional ethics appropriately (WO I, II, IV, VII, VIII, IX).

Specializations

- [Accounting](#)
- [Energy Management](#)
- [Entrepreneurship](#)
- [Finance](#)
- [Global Supply Chain Management](#)
- [Healthcare Management](#)
- [Homeland Security](#)
- [Human Resource Management](#)
- [Information Systems Management](#)
- [International Business](#)
- [Leadership](#)
- [Marketing](#)
- [Project Management](#)
- [Social Impact Management](#)
- [Technology Entrepreneurship](#)
- [Self-Designed](#)

Degree Requirements

- 60 semester credits*
- Foundation course (3 sem. cr.)
- Core and business strategy courses (18 sem. cr.)
- Research methods courses (11 sem. cr.)
- Specialization courses (9 sem. cr.)
- Doctoral mentoring (4 sem. cr.)
- Doctoral studies sequence (3 sem. cr. per term for a minimum of five terms = 15 sem. cr.)

- [Two face-to-face residencies](#)

***Note:** Students who have earned a Chartered Property Casualty Underwriter (CPCU), Professional in Human Resources (PHR), Senior Professional in Human Resources (SPHR), Global Professional in Human Resources (GPHR), Chartered Financial Analyst, or Project Management Institute designation or certification may be eligible to accelerate their DBA program. For information, contact the Academic Advising Team.

Curriculum

Foundation Course (3 cr.)

- [DDBA 8006 - Contemporary Challenges in Business](#)♦

Core and Business Strategy Courses (18 sem. cr.)

- [DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations](#)♦
- [DDBA 8120 - Information Systems: Global Management Strategies and Technologies](#)♦
- [DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets](#)♦
- [DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities](#)♦
- [DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice](#)♦
- [DDBA 8161 - Business Strategy and Innovation for Competitive Advantage](#)♦

Research Methods Course (11 sem. cr.)

- [DDBA 8300 - Qualitative and Quantitative Methodology for Applied Business Research](#)
- [DDBA 8303 - Qualitative and Case Study Methodology for Business Analysis Research](#)
- [DDBA 8307 - Quantitative Business Data Analysis Using SPSS](#)

Specialization Courses (9 sem. cr.)

These courses are dependent upon the particular specialization. Please see the course list on each specialization page.

Doctoral Studies Courses (3 sem. cr. per term for a minimum of five terms = 15 sem. cr.)

- [DDBA 8101 - Doctoral Study Mentoring](#)

1 sem. cr. each session = total 4 sem. cr. To be taken along with other coursework after completion of DDBA 8303

until beginning DDBA 9001.

- [DDBA 9000 - Doctoral Study Completion](#)

Residency Requirements

- Complete Residency 1 face-to-face as soon as you begin your program (while taking DDBA 8006 or DDBA 8151); should be taken within 90 days of completing your Foundations course DDBA 8006.
- Complete Residency 2 face-to-face just prior to the start or during the first few weeks of DDBA 8303.
- **Optional:** Complete a DBA Doctoral Study Intensive retreat face-to-face during DDBA 8101 or DBA 9001. Contact Academic Advising to register.

Course Sequence

<i>Semester</i>	<i>Course</i>	<i>Credits</i>
1	DDBA 8006 - Contemporary Challenges in Business♦	3 sem. cr.
	DDBA 8151 - Organizational Leadership: Doctoral Theory and Practice♦	3 sem. cr.
Complete Residency 1 face-to-face as soon as you begin your program (while taking DDBA 8006 or DDBA 8151); should be taken within 90 days of completing your Foundations course DDBA 8006.		
2	DDBA 8120 - Information Systems: Global Management Strategies and Technologies♦	3 sem. cr.
	DDBA 8130 - Marketing: Strategic Innovation in Globally Diverse Markets♦	3 sem. cr.
3	DDBA 8140 - Finance: Fiscal Leadership in a Global Environment—Creating Competitive Responses and Building Corporate Opportunities♦	3 sem. cr.
	DDBA 8110 - Business Operations: Systems Perspectives in Global Organizations♦	3 sem. cr.
4	DDBA 8161 - Business Strategy and Innovation for Competitive Advantage♦	3 sem. cr.
	DDBA 8300 - Qualitative and Quantitative Methodology for Applied Business Research	4 sem. cr.
Complete Residency 2 face-to-face just prior to the start or during the first few weeks of DDBA 8303.		
5	DDBA 8303 - Qualitative and Case Study Methodology for Business Analysis Research	4 sem. cr.
	DDBA 8307 - Quantitative Business Data Analysis Using SPSS	3 sem. cr.
6	DDBA 8101 - Doctoral Study Mentoring*	1 sem. cr.*

7	Specialization course 1 and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring*	1 sem. cr.*
8	Specialization course 2 and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring*	1 sem. cr.*
9	Specialization course 3 and	3 sem. cr.
	DDBA 8101 - Doctoral Study Mentoring*	1 sem. cr.*
10+	DDBA 9001P - Doctoral Portfolio Capstone Completion	3 sem. cr. per term for a minimum of five terms = 15 sem.
Optional: Complete a DBA Doctoral Study Intensive retreat face-to-face during DBA 8101 or DBA 9001. Contact Academic Advising to register.		
10+	DDBA 9001P - Doctoral Portfolio Capstone Completion	3 sem. cr. per term for a minimum of five terms = 15 sem.

*DDBA 8101 - Doctoral Study Mentoring, 1 cr. each session = total 4 cr.

To be taken along with other coursework after completion of DDBA 8303 until beginning DDBA 9001.

Doctoral Writing Assessment

Students who start their doctoral program at Walden University in 2016 will complete the university's required doctoral writing assessment on a rolling basis. Designed to evaluate incoming doctoral students' writing skills, this assessment aims to help prepare incoming doctoral students to meet the university's expectations for writing at the doctoral level. For more information, [click here](#).

Accreditation



Walden University's Doctor of Business Administration (DBA) program is accredited by the Accreditation Council for Business Schools and Programs (ACBSP). ACBSP is a leading specialized accreditation association that identifies and supports excellence in business education.

Program Data

Walden is committed to providing the information you need to make an informed decision about where you pursue your education. [Click here to find detailed information](#) for the Doctor of Business Administration (DBA) program relating to the

types of occupations this program may lead to, completion rate, program costs, and median loan debt of students who have graduated from this program.

Attachment H

Table 3

Top 50 doctorate-granting institutions ranked by total number of doctorate recipients, by sex: 2020

(Number)

Institution	Rank	Total	Male	Female
Walden U.	1	867	276	591
U. Michigan, Ann Arbor	2	846	500	346
U. Illinois, Urbana-Champaign	3	821	505	316
U. California, Berkeley	4	797	475	322
Purdue U., West Lafayette	5	794	529	265
Texas A&M U., College Station and Health Science Center	6	772	466	306
Stanford U.	7	769	494	275
U. Texas, Austin	8	744	438	306
U. Wisconsin-Madison	9	724	374	350
Ohio State U., Columbus	10	704	400	304
Pennsylvania State U., University Park and Hershey Medical Center	11	688	389	299
U. Washington, Seattle	12	681	335	346
Columbia U. in the City of New York	13	673	362	311
U. Florida	14	650	345	305
U. Minnesota, Twin Cities	15	647	340	307
U. California, Los Angeles	16	632	381	251
Harvard U.	17	630	331	299
Massachusetts Institute of Technology	18	579	414	165
U. Maryland, College Park	19	568	328	240
U. North Carolina, Chapel Hill	20	556	254	302
Arizona State U.	21	536	304	232
North Carolina State U.	22	533	305	228
Michigan State U.	23	524	282	242
Cornell U.	24	514	277	237
Georgia Institute of Technology	25	512	377	135
U. California, San Diego	25	512	330	182
Virginia Polytechnic Institute and State U.	27	495	295	200
U. California, Davis	28	493	254	239
U. Arizona	29	473	252	221
U. Pennsylvania	30	469	255	214
U. Georgia	31	449	209	240
U. Southern California	32	437	244	193
Northwestern U.	33	433	237	196
Johns Hopkins U.	34	426	240	186
Yale U.	35	423	209	214
U. California, Irvine	36	420	241	179
U. Pittsburgh, Pittsburgh	36	420	211	209
New York U.	38	411	220	191
Duke U.	39	407	241	166
Iowa State U.	39	407	259	148
Indiana U., Bloomington	41	395	205	190
Rutgers, State U. New Jersey, New Brunswick	41	395	209	186
CUNY, Graduate Center	43	394	187	207
U. Tennessee, Knoxville	44	393	222	171
U. Colorado Boulder	45	392	249	143
Florida State U.	46	381	192	189
U. Chicago	47	370	245	125
SUNY, U. Buffalo	48	358	193	165
Texas Tech U.	49	356	172	182
Boston U.	50	337	176	161

Note(s):

Tied institutions are listed alphabetically.

Source(s):

National Center for Science and Engineering Statistics, Survey of Earned Doctorates.

Attachment I

Table 16

Doctorate recipients, by subfield of study and sex: 2020

(Number and percent)

Field of study	Total ^a	Male	Female	% female
All fields	55,283	29,886	25,392	45.9
Life sciences	12,561	5,553	7,007	55.8
Agricultural sciences and natural resources	1,472	746	725	49.3
Agricultural sciences	920	470	450	48.9
Agricultural economics	137	84	53	38.7
Agronomy, horticulture science, plant breeding, plant pathology, plant sciences-other	363	196	167	46.0
Animal nutrition, poultry science	75	39	36	48.0
Animal sciences, other	139	54	85	61.2
Food science, food technology-other	143	67	76	53.1
Soil chemistry and microbiology, soil sciences-other	63	30	33	52.4
Natural resources and conservation	476	238	237	49.8
Environmental science	201	87	114	56.7
Fishing and fisheries sciences and management	49	28	21	42.9
Forest biology, forest management, forestry sciences-other	92	60	31	33.7
Natural resources policy and environmental economics	66	26	40	60.6
Natural resources and conservation, wildlife and range management	68	37	31	45.6
Agricultural sciences and natural resources, aggregated	76	38	38	50.0
Biological and biomedical sciences	8,418	3,892	4,526	53.8
Anatomy, developmental biology	141	70	71	50.4
Bacteriology, parasitology, and virology	136	65	71	52.2
Biochemistry (biological sciences)	687	352	335	48.8
Bioinformatics	223	149	74	33.2
Biomedical sciences	409	168	241	58.9
Biometrics and biostatistics	241	114	127	52.7
Biophysics (biological sciences)	174	113	61	35.1
Botany, plant pathology, plant physiology	152	73	79	52.0
Cancer biology	305	138	167	54.8
Cell, cellular biology, and histology	168	81	87	51.8
Computational biology	137	76	61	44.5
Ecology	388	175	213	54.9
Endocrinology, human/ animal pathology	78	30	48	61.5
Entomology	124	68	56	45.2
Environmental toxicology	58	26	32	55.2
Epidemiology	357	111	246	68.9
Evolutionary biology	207	92	115	55.6
Genetics and genomics, human and animal	347	148	199	57.3
Immunology	389	172	217	55.8
Microbiology	478	200	278	58.2
Molecular biology	579	272	307	53.0
Molecular medicine	36	13	23	63.9
Neurosciences, neurobiology	974	484	490	50.3
Nutrition sciences	205	44	161	78.5
Pharmacology, human and animal	208	101	107	51.4
Physiology, human and animal	151	70	81	53.6
Plant genetics	61	38	23	37.7
Structural biology	54	33	21	38.9
Toxicology	63	24	39	61.9
Wildlife biology, zoology	76	32	44	57.9
Biological and biomedical sciences, general	649	286	363	55.9
Biotechnology, biology/ biomedical sciences-other	163	74	89	54.6

Table 16

Doctorate recipients, by subfield of study and sex: 2020

(Number and percent)

Field of study	Total ^a	Male	Female	% female
Health sciences	2,671	915	1,756	65.7
Environmental health	83	29	54	65.1
Health and behavior	62	15	47	75.8
Health services/ systems administration	170	56	114	67.1
Kinesiology, exercise science	291	162	129	44.3
Medical physics, radiological science	81	60	21	25.9
Nursing science	591	73	518	87.6
Pharmaceutical sciences	382	216	166	43.5
Public health	431	113	318	73.8
Rehabilitation, therapeutic services	116	38	78	67.2
Speech-language pathology and audiology	125	37	88	70.4
Health sciences, aggregated	339	116	223	65.8
Physical sciences and earth sciences	6,247	4,177	2,068	33.1
Chemistry	2,763	1,669	1,092	39.5
Analytical chemistry	364	187	177	48.6
Chemical biology	135	81	54	40.0
Inorganic chemistry	327	188	139	42.5
Medicinal chemistry	85	52	33	38.8
Organic chemistry	535	364	171	32.0
Physical chemistry	398	260	138	34.7
Polymer chemistry	128	84	44	34.4
Theoretical chemistry	87	64	23	26.4
Chemistry, general	532	296	234	44.0
Chemistry, other	172	93	79	45.9
Geosciences, atmospheric sciences, and ocean sciences	1,243	737	506	40.7
Atmospheric science and meteorology	230	160	70	30.4
Atmospheric physics, meteorology	52	40	12	23.1
Atmospheric chemistry, atmospheric sciences-general, atmospheric sciences-other	178	120	58	32.6
Geological sciences	674	409	265	39.3
Geochemistry, mineralogy	53	29	24	45.3
Geology	167	99	68	40.7
Geomorphology, geological sciences-general, geological sciences-other	284	159	125	44.0
Geophysics and seismology	144	107	37	25.7
Paleontology, stratigraphy	26	15	11	42.3
Ocean and marine sciences	339	168	171	50.4
Marine biology and biological oceanography	74	33	41	55.4
Oceanography, chemical and physical	71	39	32	45.1
Ocean/ marine sciences, aggregated	194	96	98	50.5
Physics and astronomy	2,241	1,771	470	21.0
Astronomy and astrophysics	305	202	103	33.8
Astronomy	116	71	45	38.8
Astrophysics	174	121	53	30.5
Astronomy and astrophysics, other	15	10	5	33.3
Physics	1,936	1,569	367	19.0
Acoustics, optics/ photonics	215	178	37	17.2
Applied physics	154	125	29	18.8
Atomic physics, polymer physics	131	100	31	23.7
Biophysics (physics)	126	95	31	24.6
Condensed matter, low-temperature physics	376	329	47	12.5
Elementary particle physics	198	162	36	18.2

Table 16

Doctorate recipients, by subfield of study and sex: 2020

(Number and percent)

Field of study	Total ^a	Male	Female	% female
Nuclear physics	98	78	20	20.4
Plasma, high-temperature physics	65	59	6	9.2
Physics, general	447	352	95	21.3
Physics, other	126	91	35	27.8
Mathematics and computer sciences	4,392	3,297	1,095	24.9
Computer and information sciences	2,361	1,859	502	21.3
Computer science	1,952	1,571	381	19.5
Information science, systems	148	97	51	34.5
Computer and information sciences, general	151	107	44	29.1
Computer and information sciences, other	110	84	26	23.6
Mathematics and statistics	2,031	1,438	593	29.2
Algebra	57	46	11	19.3
Analysis and functional analysis	57	48	9	15.8
Applied mathematics, computing theory	424	298	126	29.7
Computational mathematics	98	74	24	24.5
Geometry, geometric analysis	66	49	17	25.8
Logic, topology/ foundations	44	36	8	18.2
Number theory	51	37	14	27.5
Operations research, mathematics/ statistics-general, mathematics/ statistics-other	830	595	235	28.3
Statistics (mathematics)	404	255	149	36.9
Psychology and social sciences	8,946	3,588	5,358	59.9
Psychology	3,879	1,082	2,797	72.1
Behavioral analysis	47	12	35	74.5
Clinical psychology	1,282	286	996	77.7
Cognitive neuroscience	198	99	99	50.0
Cognitive psychology and psycholinguistics	112	41	71	63.4
Community psychology	42	9	33	78.6
Counseling	277	75	202	72.9
Developmental and child psychology	161	20	141	87.6
Educational psychology (psychology)	94	20	74	78.7
Experimental psychology	142	60	82	57.7
Family psychology, human development and family studies	166	33	133	80.1
Health, medical psychology	73	21	52	71.2
Industrial and organizational psychology	213	89	124	58.2
Marriage and family therapy, counseling	91	25	66	72.5
Neuropsychology, physiological psychology	29	12	17	58.6
School psychology (psychology)	144	21	123	85.4
Social psychology	190	67	123	64.7
Psychology, general	302	103	199	65.9
Psychology, aggregated	316	89	227	71.8
Social sciences	5,067	2,506	2,561	50.5
Anthropology	448	145	303	67.6
Anthropology, cultural	248	82	166	66.9
Anthropology, general	101	37	64	63.4
Anthropology, physical and biological	99	26	73	73.7
Economics	1,216	809	407	33.5
Econometrics, economics	1,171	785	386	33.0
Natural resources and environmental economics (social sciences)	45	24	21	46.7
Political science and government	637	388	249	39.1
Sociology	607	243	364	60.0

Table 16

Doctorate recipients, by subfield of study and sex: 2020

(Number and percent)

Field of study	Total ^a	Male	Female	% female
Other social sciences	2,159	921	1,238	57.3
American, U.S. studies	57	23	34	59.6
Applied linguistics	95	37	58	61.1
Archaeology (social sciences)	116	45	71	61.2
Area, ethnic, and cultural studies	156	58	98	62.8
Criminal justice and corrections	135	54	81	60.0
Criminology	103	39	64	62.1
Demography, gerontology, statistics, urban affairs, social sciences- general, social sciences-other	295	111	184	62.4
Gender and women's studies	50	8	42	84.0
Geography	301	147	154	51.2
Health policy analysis	56	18	38	67.9
History, science and technology and society	61	34	27	44.3
International relations, international affairs	131	75	56	42.7
Linguistics	232	105	127	54.7
Public policy analysis	249	105	144	57.8
Urban, city, community and regional planning	122	62	60	49.2
Engineering	10,476	7,882	2,593	24.8
Aerospace, aeronautical, and astronautical engineering	399	329	70	17.5
Bioengineering and biomedical engineering	1,083	653	430	39.7
Chemical engineering	994	695	299	30.1
Civil engineering	796	586	210	26.4
Electrical, electronics, and communications engineering	1,973	1,630	343	17.4
Industrial and manufacturing engineering	304	209	95	31.3
Materials science engineering	880	638	242	27.5
Mechanical engineering	1,634	1,373	261	16.0
Other engineering	2,413	1,769	643	26.6
Computer engineering	479	377	102	21.3
Environmental, environmental health engineering	242	132	110	45.5
Nuclear engineering	169	134	35	20.7
Robotics	144	123	21	14.6
Structural engineering	113	99	14	12.4
Systems engineering	119	87	32	26.9
Other engineering, aggregated	1,147	817	329	28.7
Education	4,716	1,456	3,259	69.1
Education administration	927	346	580	62.6
Educational administration and supervision	150	68	81	54.0
Educational and human resource studies, development	44	16	28	63.6
Educational leadership	673	241	432	64.2
Urban education and leadership	60	21	39	65.0
Education research	2,279	665	1,614	70.8
Counseling education, counseling and guidance	232	60	172	74.1
Curriculum, instruction, educational assessment/ measurement	525	138	387	73.7
Educational policy analysis	123	48	75	61.0
Educational psychology (education)	190	45	145	76.3
Educational statistics, research methods	91	30	61	67.0
Educational/ instructional technology, media design	197	78	119	60.4
Higher education evaluation and research	408	162	246	60.3
Learning sciences	65	17	48	73.8
School psychology (education)	108	12	96	88.9
Social and philosophical foundations of education	67	24	43	64.2

Table 16

Doctorate recipients, by subfield of study and sex: 2020

(Number and percent)

Field of study	Total ^a	Male	Female	% female
Special education	273	51	222	81.3
Teacher education	113	28	85	75.2
Teaching fields	940	292	648	68.9
Health education	50	13	37	74.0
Literacy and reading education	127	24	103	81.1
Mathematics education	122	49	73	59.8
Music education	84	48	36	42.9
Science education	139	34	105	75.5
Teaching fields, aggregated	418	124	294	70.3
Other education	457	125	332	72.6
Education, general	258	79	179	69.4
Other education, aggregated	199	46	153	76.9
Humanities and arts	4,939	2,516	2,423	49.1
Foreign languages and literature	564	223	341	60.5
French	89	29	60	67.4
German	49	22	27	55.1
Spanish	162	63	99	61.1
Other languages and literature, aggregated	264	109	155	58.7
History	887	512	375	42.3
American history, United States and Canada	319	195	124	38.9
Asian history	79	43	36	45.6
European history	148	80	68	45.9
Latin American history	42	24	18	42.9
Middle, Near East history	46	26	20	43.5
History, general	132	74	58	43.9
History, aggregated	121	70	51	42.1
Letters	1,392	589	803	57.7
American literature, United States and Canada	247	119	128	51.8
Classics	85	49	36	42.4
Comparative literature	175	82	93	53.1
English language	184	85	99	53.8
English literature, British and Commonwealth	335	112	223	66.6
Rhetoric and composition	206	72	134	65.0
Speech and rhetorical studies	33	16	17	51.5
Letters, aggregated	127	54	73	57.5
Other humanities and arts	2,096	1,192	904	43.1
African American studies, literature, and history	68	25	43	63.2
Art history, criticism, and conservation	223	45	178	79.8
Dance, drama	92	36	56	60.9
Film, cinema, video studies	83	40	43	51.8
Music	76	42	34	44.7
Musicology and ethnomusicology	126	56	70	55.6
Music performance	136	71	65	47.8
Music theory and composition	116	84	32	27.6
Philosophy, ethics	460	334	126	27.4
Religion/ religious studies, Jewish/ Judaic studies	227	139	88	38.8
Theology, religious education	214	163	51	23.8
Other humanities, aggregated	275	157	118	42.9
Other ^b	3,006	1,417	1,589	52.9
Business management and administration	1,466	851	615	42.0

Table 16

Doctorate recipients, by subfield of study and sex: 2020

(Number and percent)

Field of study	Total ^a	Male	Female	% female
Accounting	157	82	75	47.8
Business administration and management	302	186	116	38.4
Finance	198	148	50	25.3
Human resources, organizational behavior	216	95	121	56.0
Management information systems, business statistics	109	65	44	40.4
Marketing management and research	109	58	51	46.8
Other aggregated business fields	375	217	158	42.1
Communication	593	230	363	61.2
Communication research	141	45	96	68.1
Mass communication, media studies	188	85	103	54.8
Communication, general	174	64	110	63.2
Communication, aggregated	90	36	54	60.0
Non-S&E fields nec	947	336	611	64.5
Architecture and environmental design	120	47	73	60.8
Family, consumer sciences and human sciences	91	26	65	71.4
Parks, sports, recreation, leisure and fitness	57	28	29	50.9
Public administration	221	93	128	57.9
Social work	310	71	239	77.1
Fields nec, aggregated	148	71	77	52.0

nec = not elsewhere classified; S&E = science and engineering.

^a Includes respondents who did not report sex.

^b Includes other non-S&E fields not shown separately.

Note(s):

See table A-5 in the technical notes for a listing of aggregated fields and their constituent fine fields.

Source(s):

National Center for Science and Engineering Statistics, Survey of Earned Doctorates.

Attachment J



Walden University

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👤 : Dr. Patrice D. (DPA, '21)





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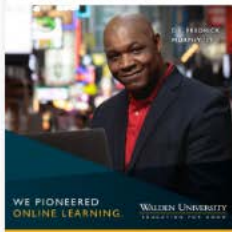
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Attachment K



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Case 1:22-cv-00051-JRR Document 92-3 Filed 03/28/24 Page 70 of 206

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AWARDING DOCTORATES TO AFRICAN-AMERICAN STUDENTS¹

153K+

GRADUATES MAKE UP THE WALDEN ALUMNI NETWORK²

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An Accredited University





We're a Pioneer In Distance Learning

In 1970, two teachers were inspired to create better opportunities for adult learners pursuing advanced degrees—and Walden University was born. Today, we're at the forefront of delivering high-quality distance online education for working professionals.

#1

AWARDING

153K+

GRADUATES MAKE

300+

FACULTY



Education for Good®

I'm 
looking to make a difference.



Walden University Was Founded in 1970 by Two Teachers Seeking a Better Way for Adults to Pursue Advanced Degrees Without Leaving the Workforce

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Today, we continue to find new and innovative ways to support the unique needs of adult learners like you. Our [online degree programs](#) are developed to advance your knowledge and help you apply that knowledge in ways that impact your profession and your community through:



Quality programs



A focus on relevant, actionable learning



Superior student support



A path for lifelong learning

A University for Working Professionals

We pioneered online learning to give you a better way to reach your goals. And we continue to evolve with the times so you can advance your education while you manage work, family, and whatever the world throws at you.

Online Learning Success

Why Walden?

Walden is a university for working professionals like you.



Attachment L



Walden University Doctoral Program Review

October 23, 2019

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About the Minnesota Office of Higher Education

The Minnesota Office of Higher Education is a cabinet-level state agency providing students with financial aid programs and information to help them gain access to postsecondary education. The agency also serves as the state's clearinghouse for data, research and analysis on postsecondary enrollment, financial aid, finance and trends.

The Minnesota State Grant Program is the largest financial aid program administered by the Office of Higher Education, awarding up to \$198 million in need-based grants to Minnesota residents attending accredited institutions in Minnesota. The agency oversees tuition reciprocity programs, a student loan program, Minnesota's 529 College Savings Plan, licensing and early college awareness programs for youth.

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Contents

Part One: Overview	3
1.1 About the MN Office of Higher Education	3
1.2 Executive Summary	4
1.3 About Walden University	5
1.4 Rationale	6
1.5 Student Complaint Categories	7
1.5.1 Committee Member Roles and Turnover	8
1.5.2 Student Progress and Withdrawals	12
1.5.3 Advertising	13
1.6 Approach	13
1.7 Analysis	15
Part Two: Walden’s Doctoral Programs	17
2.1. Walden University: Background	17
2.1.1 Enrollment	20
2.1.2 Retention	23
2.1.3 Graduation and Completion	25
2.1.4 Comparison Schools	29
2.2 Walden University: Doctoral Curriculum	31
2.2.1 Capstone Courses	33
2.2.2 Capstone Syllabi	34
2.2.3 KAM Modality	37
2.2.4 Curricular Changes	38
2.2.5 Dissertation Handbook Modifications	41
2.2.6 Dissertation Rubric Modifications	43
2.3. Student Enrollment Information for Select Walden Programs	44
2.3.1 Doctor of Business Administration	46
2.3.2 Doctor of Education	49
2.3.3 Ph.D. in Psychology	53
2.3.4 Ph.D. in Public Policy	57
2.3.5 Ph.D. in Management	63
2.4. Walden’s Faculty	68
2.4.1 Faculty Credentials	68

2.4.2 Teaching Load	68
2.4.3 Faculty Turnover	73
Part Three: Walden’s Policies and Procedures	78
3.1 Committee Member Roles & Responsibilities	78
3.1.1 Committee Feedback	78
3.1.2 Committee Transitions	79
3.1.3 Committee Loads and Ratios	80
3.1.4 Monitoring Committees	84
3.2 Student Progress and Withdrawal	86
3.2.1 Faculty and Grading	87
3.2.2 Advising and Outreach	89
3.2.3 Early Assessment of Capstone Skills	89
3.3 Advertising	91
3.3.1 Walden Program Data Information	92
3.3.2 Web Page: Tuition and Fees	96
3.3.3 Recruitment Processes and Materials	98
3.4. Accreditation and Program Evaluation	99
3.4.1 Program Reviews	100
3.4.2 Accreditation Standings and Reports	103
Part Four: Conclusion and Recommendations	104
4.1 Conclusion	104
4.1.1 Grading Policies	104
4.1.2 Administrative Monitoring	104
4.1.3 Program Advertising	105
4.1.4 Timely and Substantive Feedback	105
4.2 Recommendations	106
Appendices	107
Appendix A. MN Doctoral Program Review Process and Request Letter to Walden	108
Appendix B. Categories of Complaints	114
Appendix C. Tuition Waivers	115
Appendix D. Capstone Process Flowchart	117
Appendix E. Dissertation Process Worksheet	120
Appendix F. Walden Recruitment and Advisement	123
Appendix G. Substantial Progress Grading	126

Part One: Overview

1.1 About the MN Office of Higher Education

In the United States, the oversight of postsecondary institutions is a shared responsibility between the federal government, state governments, and accreditation organizations, commonly called “the triad.” The federal government is responsible for the administrative and fiscal integrity of its student financial aid programs; state governments issue licenses to institutions that are eligible to operate in the state¹; and accreditation organizations are responsible for ensuring that programs and institutions of higher education meet acceptable levels of quality in teaching and learning while also promoting continuous improvement in those areas.

The Minnesota Office of Higher Education (OHE) authorizes private colleges and universities to operate in Minnesota through registration under the Minnesota Private and Out-of-State Public Postsecondary Education Act.² The registration process is used to validate the legitimacy of courses and programs leading to academic degrees of private nonprofit and for-profit institutions operating in Minnesota.³ The purpose of this validation process is to provide assistance and protection for persons choosing private institutions and programs.⁴

Under the Act, OHE is responsible for establishing policies and procedures to assure the legitimacy of private postsecondary education institutions and programs.⁵ One of OHE’s policies and procedures is to investigate complaints from students that question the authenticity and legitimacy of their private institution, its programs, and its adherence to its policies and procedures.⁶ In the event of violations of the above items, OHE has authority to request the institution take remedial action or take administrative action against the institution.

¹ In Minnesota, the licensure process for degree-granting institutions is called “registration”.

² See Minn. Stat. §136A.61-136A.71

³ See Minn. Stat. §136A.61

⁴ See Minn. Stat. §136A.61

⁵ See Minn. Stat. §136A.61

⁶ Complaint investigations are were codified in 2017 under Minn. Stat. §136A.672. When OHE is unable to determine the nature and activities of a school on the basis of the information required for registration under Minn. Stat. §136A.672 subd 1, OHE shall notify the school of additional information needed. See Minn. Stat. §136A.64 subd. 4.

1.2 Executive Summary

The Minnesota Office of Higher Education (OHE) completed a program review of Walden University's doctoral programs. Walden University (Walden) is a degree-granting institution with administrative offices in Minnesota and has been registered with OHE since 1997. The purpose of the comprehensive program review was to 1) understand the context, background, and issues related to student complaints; 2) ensure that doctoral programs are providing quality programs for students; 3) collaborate with institutions to take corrective action, if needed; and 4) substantively decrease the frequency of doctoral student complaints. In order to meet these goals, the objectives of the program review were to increase OHE's understanding of student complaints, student retention and completion, doctoral curriculum, and doctoral faculty.⁷ Further, OHE requested information related to Walden's recruitment practices, advertising, and student advising.

The intended audience for this report is the Minnesota Office of Higher Education. Information provided herein will assist OHE in understanding the nature of complaints filed from 2008-2016, as well as context and background, in order to process complaints from Walden's doctoral students in the future. Doctoral programs require a high degree of knowledge and skill in the production of independent research or a scholarly product. Students work independently to complete this product during the final phases of their program (referred to herein as "capstone" or "capstone phase") and there are distinct steps and requirements to gain approval of the final product. Furthermore this report will provide clarity into the curriculum, faculty, and administrative oversight of doctoral programs offered by Walden University.

As noted in the goals and objectives, the program review is intended to provide OHE with a comprehensive review of doctoral programs in order to increase the office's understanding of complaints. This understanding will be useful to OHE in reviewing future complaints, as filed from Walden University. The report is comprised of three sections: 1) introduction to OHE and Walden University with an overview of the complaint categories, 2) background regarding Walden's doctoral programs, and 3) review of Walden's policies and practices connected to the complaint categories. The report is presented in this manner to provide the rationale for program review and background on Walden's doctoral programs prior to the review of policies and practices related to the complaint categories.

Student complaints can be attributed to a variety of reasons. The aim of the review is not to make conclusive statements that there is a definitive cause(s) to student complaints, given the nuances of the complaints and the limits in the information provided to OHE.⁸ Rather, the aim was to more fully understand the categories and patterns as viewed through the student complaints, which may provide opportunities for Walden for continued improvement and for OHE to gain additional understanding and context, as well as establish benchmarking in order to better respond to future student complaints.

Based on the categories identified through the review of complaints, OHE reviewed Walden's policies and practices related to 1) committee member roles and turnover, 2) student progress and withdrawals, and 3) advertising. Findings from this review suggest that Walden has implemented a number of initiatives aimed at

⁷ See Appendix A, Minnesota Doctoral Program Review Process

⁸ For instance, complete complaint files and correspondence for internal complaints were neither requested nor provided.

decreasing the concerns identified in the student complaints. Many of these recent initiatives include 1) an update to program web pages to display a range of program credits and costs, 2) policies for committee loads, 3) policies for grading capstone courses, and 4) early assessment of writing skills at the time of admission. Because many of the initiatives were recently implemented, OHE recommends continued monitoring of these interventions and their target outcomes in order to determine their impact on the doctoral student experience and if the number of doctoral student complaints decreases.

1.3 About Walden University

Walden University is a for-profit postsecondary institution with academic headquarters in Minneapolis, Minnesota. Walden provides distance-education to students in all 50 states, the District of Columbia, and select programs are provided to international students. Walden offers degrees (baccalaureate, masters, and doctoral levels), certificates, and teacher endorsements. Walden was founded in 1970 and accredited by the Higher Learning Commission (HLC) in 1990, with its most recent re-affirmation in 2013. Walden initially registered its doctoral programs with the Minnesota Office of Higher Education in 1997 (at that time they were regulated under the Private Career School Act, renumbered to Minn. Stat. §136A.82-136A.824).⁹

Walden's stated mission is to provide a diverse community of career professionals with the opportunity to transform themselves as scholar-practitioners enabling them to create positive social change.¹⁰ Walden notes that they serve and provide "broad access" to underrepresented populations, which may otherwise not have the opportunity to further their education.¹¹ Walden indicates that is not a traditional or typical university; the average age of a Walden student is 39 years old, 76% are female and 56% are minorities. According to Walden survey results, 76% of Walden students are working full time, 53% have one or more children living in the home, and 53% are first generation students whose parents have not completed a bachelor's degree. As of fall 2016, Walden had approximately 56,000 active students.

As of spring 2016, Walden offered a total of twenty (20) distinct doctoral programs, including traditional (conferring the Doctor of Philosophy) and professional doctoral programs (conferring the Doctor of Business Administration, for example). Doctoral degrees are the highest level of degree one can earn and can be awarded in a variety of fields or subject areas. According to Walden, doctoral programs, including the process of completing a dissertation, are extremely rigorous and require a high-level of academic work and extensive research and original writing.¹²

⁹ Walden noted its first doctoral degree offering was in 1970 and Minnesota recognized Walden's Ph.D. and Ed.D. degrees since 1979.

¹⁰ 10/28/2016 Walden letter to OHE

¹¹ 10/28/2016 Walden letter to OHE

¹² OHE is in agreement with this statement.

1.4 Rationale

The Office of Higher Education experienced an increase in the number of complaints from students in online doctoral programs, including those offered by Walden University. OHE decided to initiate a program review of Minnesota-based, online-delivered doctoral programs in order to:

- 1) Understand the context, background, and issues underlying student complaints,
- 2) Ensure that doctoral programs are providing quality programs for students,
- 3) Collaborate with institutions to take corrective action, if needed, and
- 4) Substantively decrease the frequency of doctoral student complaints.¹³

Given the complaints received by the Minnesota Attorney General's Office (MNAG) related to Walden University's doctoral programs (N=18)¹⁴, the MNAG determined follow up by OHE was warranted. The complaints submitted to the Minnesota Attorney General's Office centered on students' experiences while completing the capstone phase of the program (dissertation or doctoral project). Students relayed concerns that Walden's practices may have needlessly delayed student progress, resulting in additional unnecessary costs. These complaints were similar in nature to those received directly by the office; however, OHE did not validate these complaints or use them in the review unless the complaints were also filed with the office.¹⁵

Based on the nature of the complaints as filed directly by students to the Minnesota Office of Higher Education, the program review focused on the administration and oversight of Walden's doctoral academic offerings, the doctoral student academic experience, and the academic support of these programs. Walden's practices related to financial and business operations (e.g., financial aid, billing) were not a focus of the current review.

¹³ For a complete description of the program review process, see Appendix A, *Minnesota Doctoral Program Review Process*.

¹⁴ Of the complaints OHE received from the MNAG, fourteen (14) did not file a complaint with OHE or Walden. These complaints were reviewed exclusively based on the narrative provided by the student on the MNAG form and any supplemental information provided. All 14 complaints centered on delays at the dissertation stage (e.g., committee changes, slow progress, inconsistent committee feedback, taking more courses than published minimum required). OHE was not granted permission to share these complaints with Walden; OHE did not account for them in the analysis.

¹⁵ OHE did contact all students who filed complaints with the MNAG and had not yet filed a complaint with OHE; not all students responded to OHE and/or submitted a complaint to OHE. OHE did share complaint information with Walden, for those who elected to file a complaint with the office, as per standard process.

1.5 Student Complaint Categories

From the data provided to OHE from Walden as part of the program review, OHE reviewed 983 distinct Walden University doctoral student complaints over an eight year period (from September 2008 to September 2016). Specifically, OHE received and reviewed 887 complaints from Walden that had been filed directly with the institution (internal) and an additional 96 complaints filed with external agencies (external), such as OHE, the federal government or the Minnesota Attorney General. Complaints, both internal and external, were reviewed and categorized by the office. For categories, as defined by the office, see Appendix B, *Categories of Complaints*.

The office did not re-open and/or re-evaluate complaints as originally filed with the Agency, nor did OHE make judgments based on the review and determinations already conducted by internal Walden offices and external agencies. Because specific student experiences are nuanced and unique, results from the student complaint review are not generalized to reflect the experiences of an entire student body.

The majority of complaints filed directly with Walden (referred to as internal complaints) were lodged with the Office of Student Affairs, which has the responsibility to resolve student complaints and/or facilitate resolution with the appropriate Walden department. Walden has noted that tuition waivers are an appropriate resolution of legitimate concerns raised by students, whether the concerns are attributable to Walden or not. Reasons (if noted on the internal complaint information provided by Walden to OHE) for waivers in response to internal student complaints included delays in feedback from faculty, committee changes, ineffective committee members, and overall capstone progress.¹⁶

In only two cases (one was still pending at the time of the review) was a finding from an external agency cited. In this case, the finding was that Walden failed to communicate timely academic warnings. Thirteen internal complaints contained notations that the issues raised were resolved via a confidential settlement; nine of these complaints were categorized as relating to the dissertation and/or delays with the capstone process.

Of the 983 total complaints, 502 related to non-academic issues (e.g., billing, financial aid) or were outside of the program review's scope (e.g., discrimination, grading as related to faculty judgment), and therefore, were not included in the program review. The remaining 481 complaints related to academic issues, which can be broadly organized into six groups: academic support, overall progress, institutional staff, KAM¹⁷ courses, and the capstone phase.

Approximately half of the academic complaints related to the capstone phase of the program (N=245), which are the primary focus of this program review. Review of the other academic complaints (N=236) related, in general, to a particular course, academic support units, a staff person, or KAMs.

The capstone phase of the program occurs when students are actively and exclusively working on their dissertation or doctoral project. At this point, students have successfully completed all their required coursework

¹⁶ For broad categories of all tuition waivers provide to students for the timeframe of the current review, see Appendix C, *Tuition Waivers*, for more information.

¹⁷ KAM stands for Knowledge Area Modules and relates to a type of program route. For more information on KAMs, see Part Two, Chapter Two, *Doctoral Curriculum*. KAM designated as a separate category as

and passed any other program requirements (e.g., comprehensive examination). Students in the capstone phase must continuously register for dissertation or doctoral project/study courses and complete all steps and approvals for their dissertation or final project/study to be approved.¹⁸ This may mean students complete more than the minimum capstone course requirement in order to meet Walden's standards for a scholarly product. Capstone courses are taken for credit and have the same associated tuition cost per credit as didactic courses. For a complete overview of credits and capstone course requirements by specific programs, see Part Two, Chapter Two: *Walden's Doctoral Curriculum*, Table 10.

In OHE's review of the capstone complaints, three predominant categories emerged:

- 1) Committee member roles and turnover,
- 2) Student progress and withdrawals, and
- 3) Advertising.

Students identified these issues as problematic, with each impacting their timely completion of the program, loss of value or expectancy, and/or inability to complete the program.¹⁹ Each of these categories will be explained below.

1.5.1 Committee Member Roles and Turnover

Students who reach the capstone phase are assigned a committee (made up of three faculty members), which provides guidance, feedback, and approval of their capstone work (e.g., dissertation or doctoral project). One faculty member serves as the committee "chair," another as a "second member," while the University Research Reviewer, the third member, ensures quality, rigor, and integrity of the work against university guidelines.²⁰ The chair and second member serve as content and methodology experts (these functions can be shared or split among members).

Up until recently, students were responsible for selecting and securing two faculty members to serve on their dissertation committee.²¹ Once committee members were approved, a student must progress through many phases in order to complete their dissertation (see Appendix D, *Capstone Process Flowchart* and Appendix E, *Dissertation Process Worksheet*), many of these approval steps require faculty committee approval before advancing to the next phase.

¹⁸ For a complete overview of the steps required to complete the capstone, see Appendix D, *Capstone Process Flowchart*. The minimum number of capstone courses required depends on the program and ranges from 15 to 20 total credits, for currently offered programs.

¹⁹ OHE is not validating these issues as problematic and is not assuming that complaints equate with institutional or programmatic problems.

²⁰ Walden URR Manual, June 2016, https://academicguides.waldenu.edu/ld.php?content_id=15245643

²¹ According to Walden, committees were assigned to students by the program beginning in May 2017, with the goal to have all doctoral programs assigning committees to students by the end of 2017.

The first category that emerged from capstone complaints was related to concerns over the time it took to advance to the next phase due to contradictory feedback from committee members and the significant amount of faculty turnover on their committee, which could also result in contradictory feedback.

Committee Member Feedback

Those who complained often characterized committee member feedback as delayed, inconsistent, and/or confusing. For instance, students noted issues with delays in receiving feedback (e.g., time from submitted material to when feedback from committee received), mid-stream changes to the methods (e.g., rubrics or assessments) of evaluating their work, disagreements among committee members, and inability to pass through various stages, such as the University Research Review.

Students conveyed concerns when feedback from the committee was not provided in a timely manner, or was inconsistent with the time published in Walden's policies. Students rely on timely feedback from their committee members in order to proceed expeditiously through the various stages of the capstone process.

Students also expressed confusion when committee members disagreed or, more commonly, feedback provided by, and among members, was inconsistent from one draft to another. One student wrote, "my chair would have me spinning wheels for several years without getting anywhere... she would have me go back to the same part again even after she already approved it."²²

Students also cited a lack of clarity of committee members' roles and authority, often noting they had the "green light" to move forward from committee chair only to have the proposal rejected by the research reviewer (URR). For example, one student stated, "...my document has been submitted to the [URR] on three separate occasions with conflicting results...the comments are inconsistent and indicative of not having reviewed prior statements made on previous evaluations."²³

Committee Turnover

When committee members changed, students noted this created additional delays as new members would request changes to work previously approved. Specifically, students noted that it was not uncommon for new committee members to request additional changes, leading to delays while they incorporated the new feedback. One student, who was assigned a fourth chair within one year stated, "My progress in this program has slowed due to thechairs [who] quit or refuse to work with students due to workload."²⁴ Another, who was assigned a total of four (4) chairs, noted, "...I have had a revolving door of committee members...", and "I am running out of finances to complete my education and feel that it is the fault of the University for not assigning me the proper committee members to complete this process."²⁵

Walden noted that changes in committee may be the result of: a student request, faculty departures from the university, or faculty requesting the change. OHE requested the names of committee chairs, committee members,

²² Q04_001250

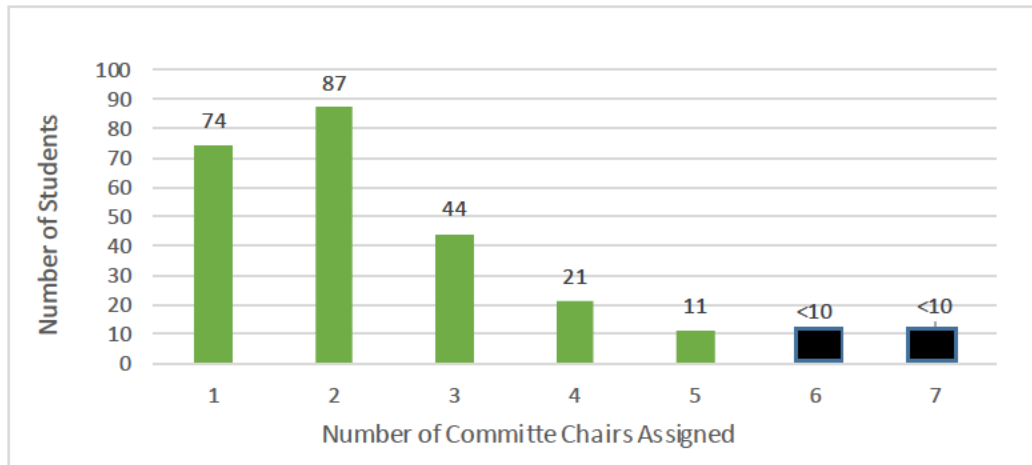
²³ Q4_002609

²⁴ Q4_002035

²⁵ Q4_00317

and dates of service for all students who filed a complaint; as shown in Figure 1, it was not uncommon for students who filed a complaint to experience a change in those faculty assigned as committee chair.²⁶

Figure 1. Number of Committee Chairs for to Students Who Filed a Complaint (N=242)

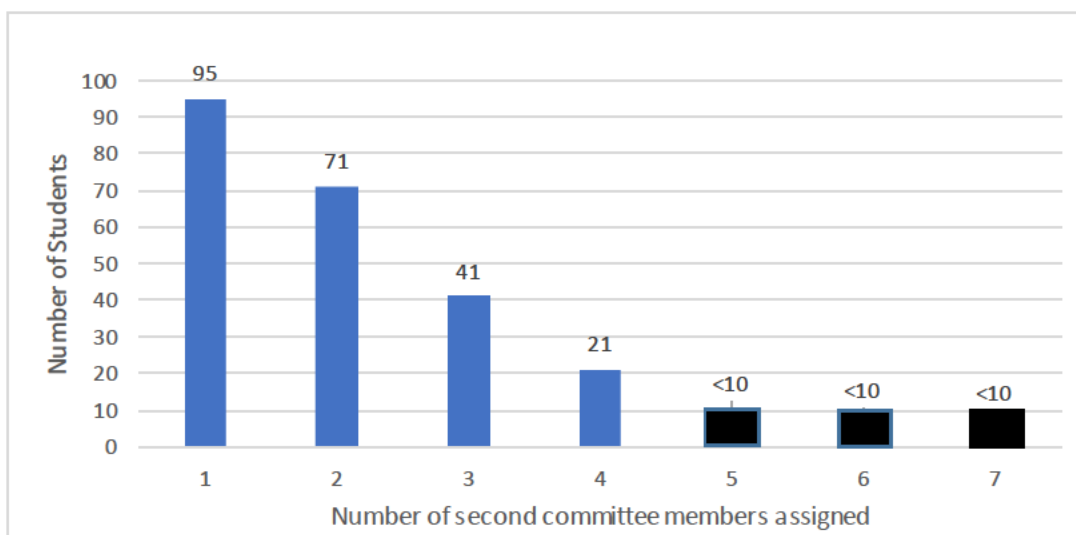
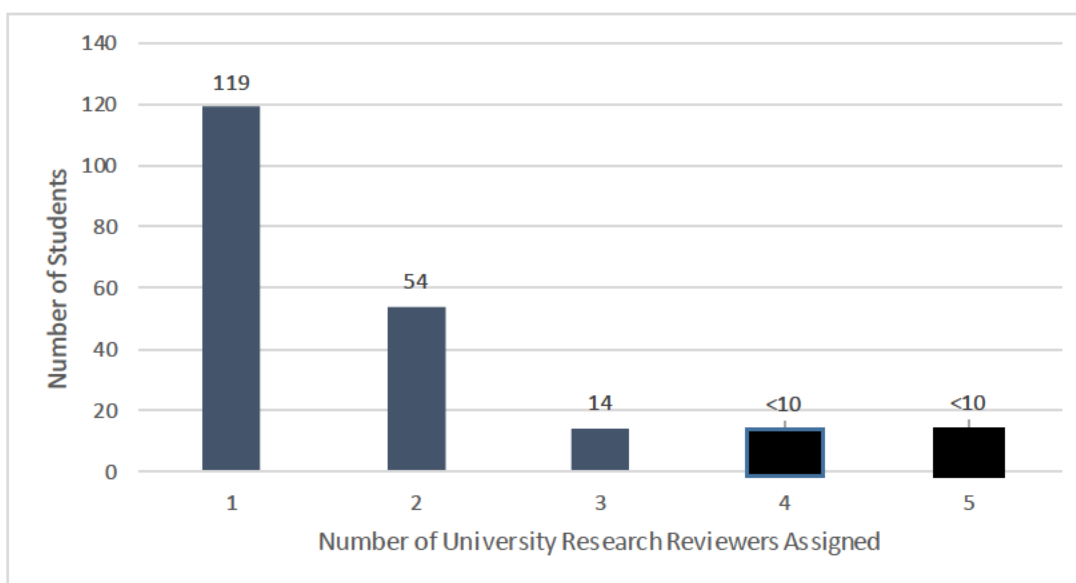


Second committee members (Figure 2),²⁷ and university research reviewers (Figure 3)²⁸ assigned to students who filed a complaint related to the capstone phase are presented in the following charts. Please note that students who filed a complaint may still be actively enrolled in their program.

²⁶ Source: Walden (Q1 – Internal Student Complaints.xlsx). Three students were identified by OHE as having complaints regarding the capstone phase; Walden indicated these students had not received committee assignments/had not reached capstone phase.

²⁷ Not all students who filed a complaint had a second member assigned. For example, three students were identified by OHE as having complaints regarding the capstone phase; however, Walden indicated these students had not received committee assignments/had not reached capstone phase.

²⁸ Not all students who filed a complaint had a URR assigned. For example, three students were identified by OHE as having complaints regarding the capstone phase; however, Walden indicated these students had not received committee assignments/had not reached capstone phase.

Figure 2. Number of Second Committee Members for Students Who Filed a Complaint (N=235)**Figure 3. University Research Reviewers Assigned to Students Who Filed a Complaint (N=195)**

It is not uncommon for students to experience turnover of faculty assigned to their committee. Ideally, a student would have one committee chair, one second member, and one university research reviewer throughout their capstone phase in order to provide continuity and consistent expectations. There are many possible reasons for a change in committee membership (i.e., student or the faculty initiated the change or faculty departure from university). OHE does not know the specific reasons for the change in committee membership for those students who filed a complaint.

1.5.2 Student Progress and Withdrawals

The second category that emerged related to students who complained about their lack of progress and/or failure to complete their program. This category refers to those students who withdrew, were administratively withdrawn by Walden, or were nearing the possibility of withdrawal by Walden (based on policies on maximum time limits to complete the degree). Students cited lack of progress as resulting from factors attributable to Walden's practices or faculty (e.g., faculty did not provide adequate or timely support); students rarely attributed their lack of progress to their own abilities or life circumstances. Walden often cited lack of progress based on student ability, life circumstances, failure to incorporate feedback, or sporadic attendance (e.g., taking a leave of absence from the program).²⁹

Once students enter the capstone phase (upon completion of didactic coursework), they are continuously and automatically registered for capstone courses, under the direction of their committee chair. During this phase, students are working on the completion of their dissertation or doctoral project and there are two mechanisms used in the evaluation of their work: capstone course grades and approval on capstone rubric assessments.

Capstone courses are graded ("pass" or "fail") upon completion of each course, according to the expectations and requirements as outlined in the syllabus.³⁰ In addition to requirements on the course syllabus, student must also progress through the various approval stages and receive passing scores on assessments (e.g., rubrics) in order to move forward.³¹ Because progression is not based solely on completion of courses, students may complete more than the minimum capstone course requirement in order to meet Walden's standards. For example, the Doctor of Business Administration Program minimum time to complete the required number of DDBA 9000 capstone courses is 2.5 semesters, or 45 weeks (based on continuous enrollment and completion of two DDBA 9000 courses per semester).

In student complaints, students made reference to their didactic course history (e.g., having received all A's in didactic courses) and ensuing frustration resulting from failure to pass through the capstone phase expeditiously (e.g., not passing rubric assessments). Walden communicated to OHE that grades received in the didactic portion of the program are not predictive nor indicative of success during the capstone phase.³² Specifically, Walden stated that "student's grades for the didactic portion of the program are not an indication of successful dissertation writing. All students enter the dissertation portion of the program with different writing abilities and skills gap that are addressed during that process."³³ As follows, it is possible that a student could receive all passing grades for their didactic courses and then fail capstone courses.

According to Walden's policy, students who receive two unsatisfactory grades are administratively withdrawn from the University. For example, one student completed 25 dissertation courses and was administratively withdrawn from the University for receiving two failing grades; the student noted, "...I just felt helpless... because

²⁹ The purpose of the program review is not to determine which of the causes to a student delay or withdrawal is attributable to the student, Walden, or both.

³⁰ See Part 2, Chapter 2 for a complete description of capstone course requirements.

³¹ See Appendix D and E for a description of the stages of assessing the capstone work.

³² OHE is not making a conclusive statement whether this viewpoint or program design is appropriate.

³³ Walden response to student complaint 6/28/2016, p.4

I couldn't make progress no matter how much I tried and begged for help.³⁴ Finally after five years of delays and little to no help, I decided to request another chairperson for one last shot.”³⁵ This student also noted, “I feel that dismissing me for two U grades is way too harsh, especially since I have been with the university since 2008 and spent thousands of dollars to get this close to completion.”³⁶

Due to the costs resulting from prolonged capstone phase (each capstone course carries same tuition),³⁷ several students made the decision to withdraw from their program after exhausting their federal financial aid eligibility and thereby inhibiting their ability to finance their education.

1.5.3 Advertising

Advertised program length and cost was the final category as categorized from complaints related to Walden's capstone phase. Oftentimes students would cite they were “promised” or told that their program would take a certain amount of time (e.g., informed the DBA program could be completed in three years) only to find out that this was not their experience. For example, one student stated, “When I started this program...I was told [it] would take three to four years to complete. Six years later, I am still attending the school with no clear direction or end date and \$75,000 in student loans.”³⁸ Another student wrote, “I was informed by the Walden University enrollment counselor that the whole program would take three years, including only five 9000 courses. The same information was presented to me by faculty during our first residency.”³⁹

Although students noted such promises, many were not able to provide supporting documentation as some of the information was provided to them verbally. Documentation on time to completion or program requirements, as submitted by students, included degree program plans or other “path to completion” documents, which stated things like “generally plan” to take capstone courses a certain number of times. For specific program plan information as reviewed by OHE, see Appendix F, *Walden Recruitment and Advisement*, Table A3, Program Guides.

1.6 Approach

In order to accomplish the goals as stated above (see Part One, *Rationale*), information provided from Walden to OHE was examined based on the following objectives which are listed in Table 1, along with the corresponding report chapter. These objectives were defined by the Minnesota Office of Higher Education as a means to guide doctoral program reviews.⁴⁰

³⁴ 80 total dissertation credits; 41 credits over the minimum required

³⁵ Q04_001250

³⁶ Q04_001260

³⁷ Walden has instituted a new policy (effective summer 2017) in which students past their sixth year in their program may be eligible for a 20% reduction in tuition.

³⁸ Q04_003288

³⁹ Q04_00531

⁴⁰ Minnesota Doctoral Programs Review Process, Appendix A.

Table 1. MN Doctoral Program Review Objectives Aligned with Report Chapters

OBJECTIVE	REPORT CHAPTER
1. Increase OHE's understanding of student complaints filed internally at Walden University.	Student Complaints (Part One, Chapter 5)
2. Increase OHE's understanding of the doctoral student complaint process between Walden University and the MN Attorney General's Office and other state and federal agencies.	Student Complaints (Part One, Chapter 5)
3. Increase OHE's understanding of the total doctoral students enrolled in doctoral programs at Walden University.	Walden University Background: Enrollment (Part Two, Chapter 1)
4. Increase OHE's understanding of doctoral student retention rates by examining year-by-year doctoral student retention rates at the institution and program levels.	Walden University Background: Retention (at institutional level) (Part Two, Chapter 1) Analysis of Select Walden Programs (at the program level) (Part Two, Chapter 2)
5. Increase OHE's understanding of doctoral student graduation rates by examining institution and program level graduation rates.	Walden University Background> Graduation (at institutional level) (Part Two, Chapter 1) Analysis of Select Walden Programs (at the program level) (Part Two, Chapter 3)
6. Increase OHE's understanding of curriculum program and dissertation handbook modifications for each doctoral program.	Walden University Doctoral Curriculum (Part Two, Chapter 2)
7. Increase OHE's understanding of learning and content management systems used for doctoral programs.	Walden University Advising and Academic Monitoring (Part Three, Chapter 1)
8. Increase OHE's understanding of faculty mentor/chair to student ratios.	Walden University Faculty> Committee Chairs (Part Two, Chapter 5)
9. Increase OHE's understanding of doctoral program teaching loads.	Walden University Faculty> Teaching Assignments (Part Two, Chapter 4)
10. Increase OHE's understanding of faculty turnover rates at the institution, program, and individual levels.	Walden University Faculty> Turnover (Part Two, Chapter 4)

OHE informed Walden of the program review and made the initial request for information on September 16, 2016. As information was reviewed by OHE, additional requests were made to Walden in order to provide the Agency with greater clarity and context into the doctoral programs, and to validate claims made by Walden.

A summary of the information reviewed by OHE is presented in sections as outlined below. Each section is intended to provide context and background related to the doctoral student experience and to ensure the quality of programs, as referenced in the goal of the program review.

Part Two: Walden Doctoral Programs: Information is presented in four chapters:

- Chapter one presents information on student enrollment, retention, and completion for doctoral students across all of Walden's programs.
- Chapter two provides information about Walden's doctoral curriculum, including courses required, the KAM (Knowledge Area Modules) modality, sequence of steps to gain an approved doctoral study or dissertation, changes to the doctoral curriculum, and methods of evaluating the doctoral study or dissertation.
- Chapter three provides in-depth student enrollment information specifically for the five (5) largest Walden doctoral programs. These programs were selected as they comprise a large percentage of the total doctoral student enrollment and the majority of student academic complaints originated from these programs.
- Chapter four provides information on Walden's faculty who teach or supervise in doctoral programs. This includes information on doctoral faculty turnover, doctoral committee assignments, and faculty to student ratios.

Part Three: Walden's Policies and Procedures: Information is presented on the policies, procedures, and systems used in Walden's doctoral programs. Chapters therein address policies and procedures related to committee roles and responsibilities, student progress and withdrawals, and advertising.

Part Four: Conclusion and Recommendations: The report concludes with a summary of the policies and procedures as related to the doctoral student complaints (i.e., grading policies, administrative monitoring, program advertising, and timely and substantive feedback), as well as recommendations for Walden University.

1.7 Analysis

In order to provide OHE with necessary and sufficient context, and to meet the objectives of the program review, background on Walden University will be presented in Part Two, *Walden Doctoral Programs*. This chapter includes a review of Walden's student enrollment, curriculum, and faculty, as per the objectives of the program review. Due to limitations on national benchmarks and comparison schools, OHE is unable to fully analyze information related to Walden's students (including retention and completion) and faculty (including retention and workload assignments). However, information provided offers necessary depth and breadth to understand complaints filed by students in Walden's doctoral programs.

Walden's policies, practices, and procedures related to 1) committee member roles and responsibilities, 2) student progress and withdrawals, and 3) advertising are presented in Part Three, *Walden Policies and Procedures*. This section addresses the predominant categories that resulted from OHE's review of student complaints which pertained to the capstone phase of a doctoral program (completion of the dissertation or doctoral project/study).

Student complaints can be attributed to a variety of reasons. The aim of the review is not to make conclusive statements that there is a definitive cause(s) to student complaints, given the nuances of the complaints and the limits in the information provided to OHE.⁴¹ Rather, the aim is to more fully understand the categories and

⁴¹ For instance, complete complaint files and correspondence for internal complaints were neither requested nor provided.

patterns based on student complaints, which may provide to Walden opportunities for continued improvement and allow OHE to gain additional understanding and context, as well as establish benchmarking metrics in order to better respond to future student complaints.

Part Two: Walden's Doctoral Programs

In order to meet the objectives of the program review, this section presents information related to Walden's doctoral programs including relevant information on Walden's doctoral program offerings, the doctoral curriculum, analysis of student data for five (5) of Walden's programs, and Walden's doctoral faculty.

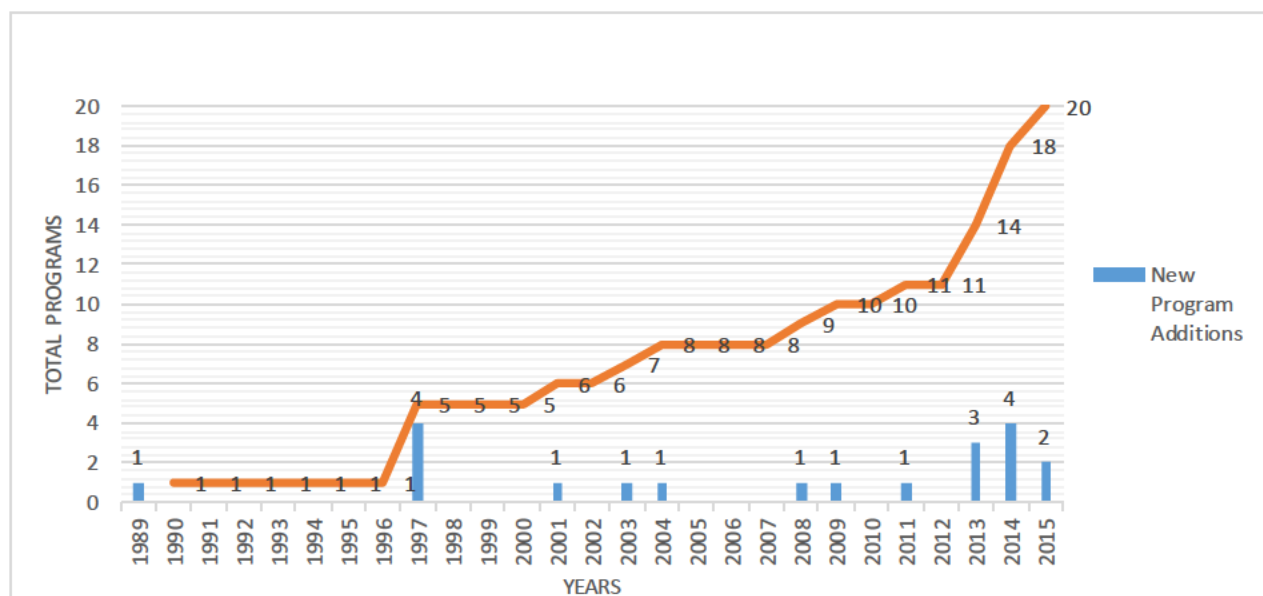
When reviewing complaints, it is important for OHE to have context regarding the length of time a program has been offered as well as the overall and program-level student enrollment. Having this information provides background to analyze whether the complaints match the overall program student population or whether complaints are confined to only a few programs. Understanding the number of students who are retained as well as the number who complete the program is also relevant, given the complaints which centered on time to completion and administrative withdrawals

2.1. Walden University: Background

Walden's first doctoral program was offered in 1970. From 1989 through 2003, Walden's doctoral offerings were exclusively Ph.D. programs; as noted in Table 2, the Ed.D. (Doctor of Education) was first offered in 2004, and the first professional doctorate, the DBA (Doctor of Business Administration) was first offered in 2008. All in all, Walden offered fourteen (14) traditional doctoral programs and six (6) professional doctoral programs as of spring 2016. The first KAM-based program⁴² was the Ph.D. in Management (1989). A course-based program was added in 2009. In 2015, the teach-out of the KAM-based Ph.D. in Management program began. Walden reported that, as of spring 2016, there were 271 students still active in the Ph.D. Management KAM program and 361 in the Ph.D. in Education KAM program. The other KAM programs had less than 20 students remaining.

As illustrated in Figure 4, Walden's doctoral programs most significant growth (for the time frame of the review) occurred between 2013 and 2016, when doctoral offerings grew from eleven (11) to twenty (20).

⁴² KAM stands for Knowledge Area Module and refers to a learning model which was used by Walden's doctoral programs and is based on a self-directed learning model that allowed students to develop specialized knowledge. This modality is distinct from course-based models which have weekly requirements. See Part Two, *Doctoral Curriculum: KAM modality* for more information.

Figure 4. Walden Doctoral Program Offerings for Years 1989 through 2016

The 20 doctoral programs offered -as of spring 2016- are organized within four colleges: the Richard W. Riley College of Education and Leadership, College of Health Sciences, College of Social and Behavioral Sciences, and the College of Management and Technology. Please note these colleges and schools have additional program offerings beyond the doctoral degree programs listed here.

Walden's Ph.D. programs are offered via a variety of specializations and routes. Specializations refer to specific areas of study within a degree. For example, the Ph.D. in Management offers five possible specializations (i.e., finance, human resource management, information systems management, leadership and organization change, and self-designed). Students in this program would declare a specialization and then complete the twenty (20) associated credits to meet the specialization requirements. Routes refers to the specific type of program-delivery, for instance: course-based (traditional courses); mixed-model (a combination of traditional and KAM-based); and KAM-based. KAM stands for Knowledge Area Modules which are similar to independent research studies (see section on curriculum for more information).

Table 2 below lists the doctoral programs organized by college or school, the year the program began, and the percentage of student enrollment by program (to the whole doctoral program population). Note the Ed.D., Ph.D. in Psychology, and DBA programs comprised the largest percentage of doctoral students, as of fall 2017. Several doctoral programs have received specialized programmatic accreditation, listed by accreditor and year of accreditation. The School of Management programs, including those at the bachelor and master's levels,⁴³ are accredited by the Accreditation Council for Business Schools and Programs (ACBSP); the School of Nursing's Doctor of Nursing Practice is accredited by the Commission on Collegiate Nursing Education (CCNE); the School of Counseling programs, including those at the master's level are accredited by the Council for Accreditation of Counseling and Related Educational Programs (CACREP); and the Richard W. Riley College of Education and

⁴³ Baccalaureate (Business Administration, Separate Accreditation-Accounting), Master's (Masters of Business Administration, Separate Accreditation-Accounting)

Leadership initial teacher preparation and advanced education preparation programs are accredited by the National Council for Accreditation of Teacher Education (NCATE).

Table 2. Doctoral Programs, By College, Year of Adoption, Enrollment, and Accreditation

	Year Adopted	Enrollment ⁴⁴	Accreditation/Yr. of Accreditation
College of Education and Leadership (COEL)			
Ed.D. in Education	2004	15%	NCATE/2012
Ph.D. in Education ⁴⁵	1997	5%	
College of Health Sciences (CHS)			
School of Health Sciences			
Doctor of Healthcare Administration (DHA)	2015	2%	
Doctor of Public Health (DPH)	2014	2%	
Ph.D. in Health Education and Promotion	2015	1%	
Ph.D. in Health Services ⁴⁶	1997	3%	
Ph.D. in Public Health	2003	6%	
School of Nursing			
Doctor of Nursing Practice (DNP)	2011	6%	CCNE/2012
Ph.D. in Nursing	2014	2%	
College of Social and Behavioral Sciences (CSBS)			
School of Counseling			
Ph.D. in Counselor Education and Supervision	2009	1%	CACREP/2014
School of Psychology			
Ph.D. in Industrial/Organizational Psych.	2014	1%	
Ph.D. in Psychology	1997	12%	
Ph.D. in Criminal Justice	2014	3%	
School of Public Policy and Administration			
Ph.D. in Public Policy and Administration ⁴⁷	2001	9%	
School of Social Work and Human Services			
Doctor of Social Work (DSW)	2013	2%	
Ph.D. in Human and Social Services ⁴⁸	1997	4%	
Ph.D. in Social Work	2013	1%	
College of Management and Technology (CMT)			
School of Information Systems and Technology			
Doctor of Information Technology	2013	1%	

⁴⁴ Student count with status of “still enrolled” as extracted from Walden-supplied *Doctoral Students First Enrolled Fall 2008-Fall 2017-FINAL.xlsx*; percentages are rounded for simplicity of display.

⁴⁵ KAM route last offered summer 2015

⁴⁶ KAM route last offered winter 2011

⁴⁷ KAM last offered fall 2012

⁴⁸ KAM last offered spring 2012

	Year Adopted	Enrollment ⁴⁴	Accreditation/Yr. of Accreditation
School of Management			
Doctor of Business Administration (DBA)	2008	16%	ACBSP/2011
Ph.D. in Management ⁴⁹	1989	6%	ACBSP/2011

Table 3 below lists KAM-based programs in order of inception dates. As shown, three KAM programs were introduced in 1997, the Ph.D. Management KAM in 1989, and the Ph.D. Public Policy in 2009. Programs had varying dates of discontinuance from winter 2011 up to summer 2015. As of spring 2016, the Ph.D. Management had 217 students enrolled and the Ph.D. Education had 361 students. The other KAM programs had less than 20 students enrolled.

Table 3. KAM-based programs, Dates of Inception, Discontinuation, and Enrollment

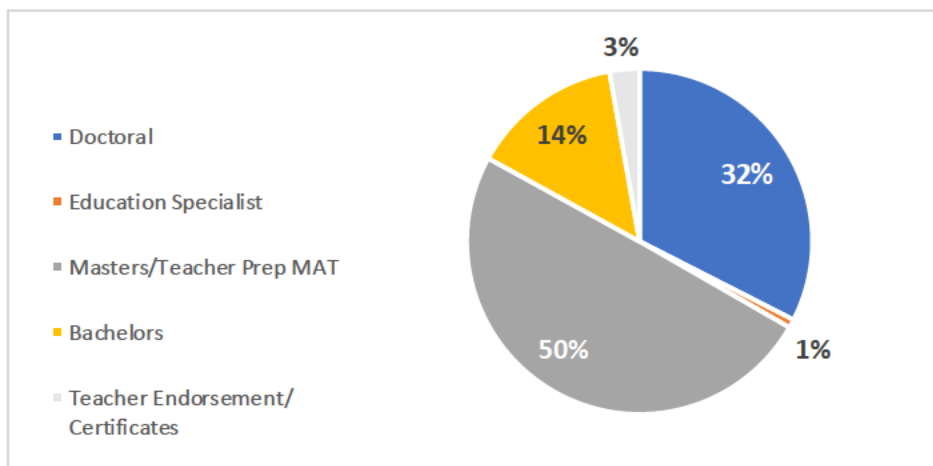
Program	Inception	Last Offering	Spring 2016 Enrollment
PhD Management- KAM	1989	Summer 2014	271
PhD Human Services- KAM	1997	Spring 2012	16
PhD Health Services- KAM	1997	Winter 2011	12
PhD Education- KAM	1997	Summer 2015	361
PhD Public Policy- KAM	2001	Fall 2012	19

2.1.1 Enrollment

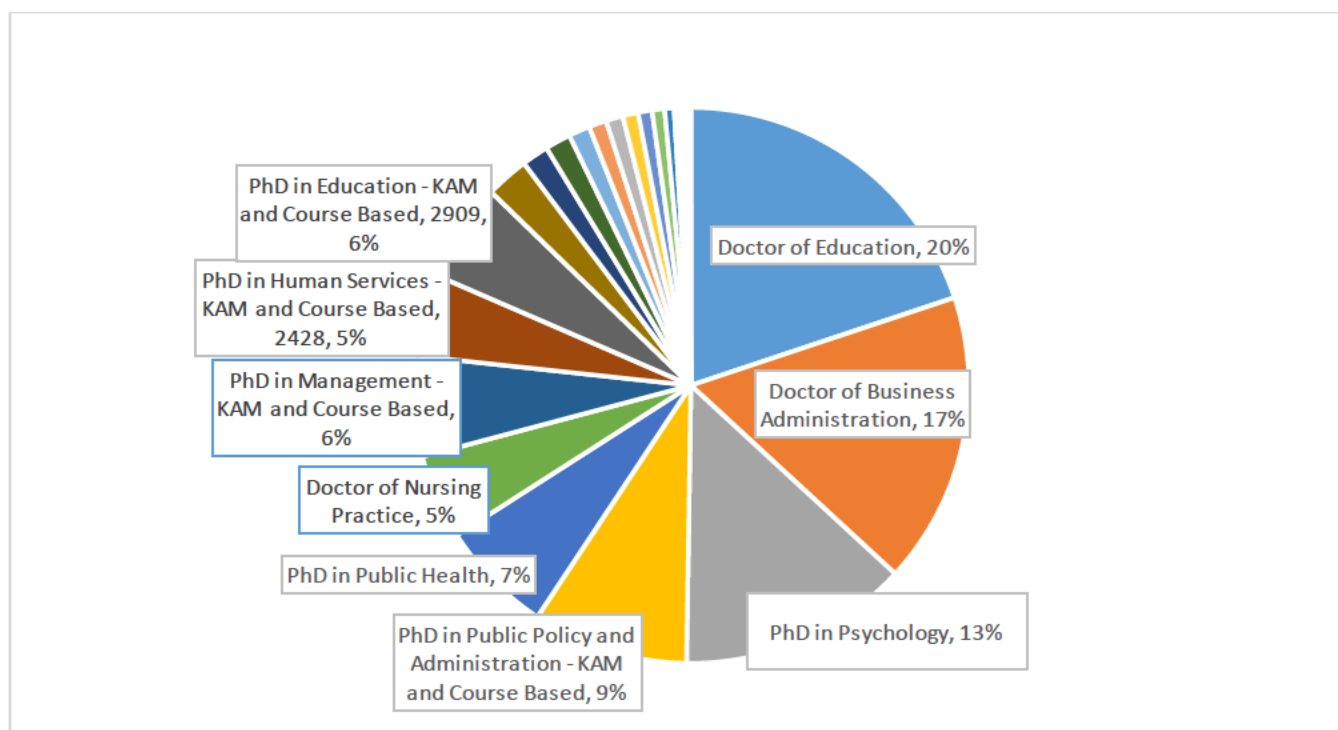
Students enrolled in Walden's doctoral programs represent approximately 32% of the total student population (See Figure 5).⁵⁰ The average age of a Walden student (assumes all students, not just doctoral) is 39 years old. The majority (76%) of Walden students are female and 56% are minorities.

⁴⁹ KAM last offered summer 2014; Ph.D. in AMDS changed to Ph.D. in Mgmt in 2009

⁵⁰ Program offerings and percentage of enrollment, spring 2016 (Walden letter to OHE, 10/28/16)

Figure 5. Percentage of Enrollment, by Program Level

Doctoral student enrollment in the Doctor of Education (Ed.D), Doctor of Business Administration (DBA), and Ph.D. in Psychology make up half of the total doctoral student enrollment (in aggregate, 2008-2017). See Figure 6.⁵¹

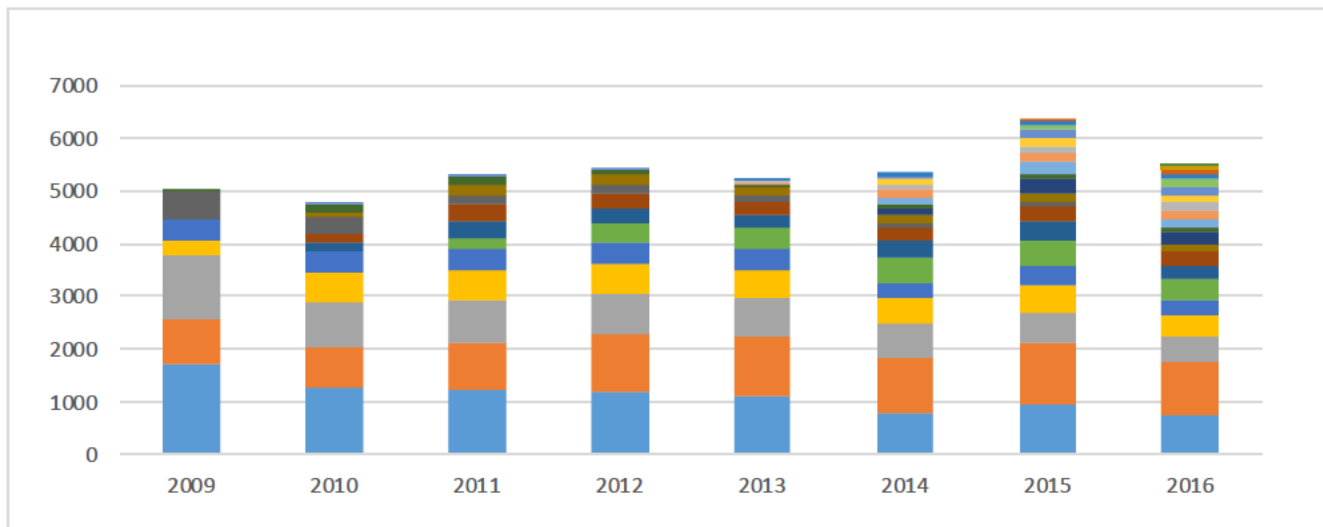
Figure 6. Percentage of Enrollment, by Doctoral Program

⁵¹ Q2 Enrollment; excludes transfers; Programs with less than 5% of total doctoral enrollment were not labeled in the figure.

Total doctoral enrollment for years 2009 through 2016 is summarized in Table 4 (note: 2008 and 2017 are excluded as data reported for these years was only partial data). The first table shows enrollment by specific programs and the following chart, Figure 7, compares enrollments by calendar year, indicating Walden enrolled, on average, 5,300 doctoral students each year.

Table 4. Doctoral Student Enrollment by Program for Years 2009 through 2016

Program	2009	2010	2011	2012	2013	2014	2015	2016
Doctor of Education	1711	1275	1220	1183	1106	785	937	731
Doctor of Business Administration	871	759	916	1095	1150	1050	1179	1032
PhD in Psychology	1209	840	786	781	707	631	582	498
PhD in Public Policy and Administration - KAM and Course Based	265	587	564	558	554	526	529	378
PhD in Public Health	432	413	414	407	384	278	352	302
Doctor of Nursing Practice			218	353	401	480	503	385
PhD in Management - KAM and Course Based		137	298	299	251	308	351	262
PhD in Human Services - KAM and Course Based		158	343	281	235	239	275	294
PhD in Education - KAM and Course Based	512	355	171	170	115	87	77	
PhD in Health Services - Course Based		50	172	203	185	163	171	87
PhD in Criminal Justice						135	286	267
PhD in Counselor Education and Supervision	22	198	169	76	48	72	94	56
Doctor of Public Health						140	232	182
Doctor of Information Technology					31	133	146	156
Doctor of Social Work					32	106	142	147
PhD in Nursing						116	170	126
PhD in Industrial/Organizational Psychology		<10	9	11	16	22	133	158
Doctor of Healthcare Administration							106	187
PhD in Social Work					22	74	82	65
PhD in Health Education and Promotion							24	70
PhD in Forensic Psychology								33
Doctor of Public Administration								47
PhD in Clinical Psychology								24
PhD in Developmental Psychology								15

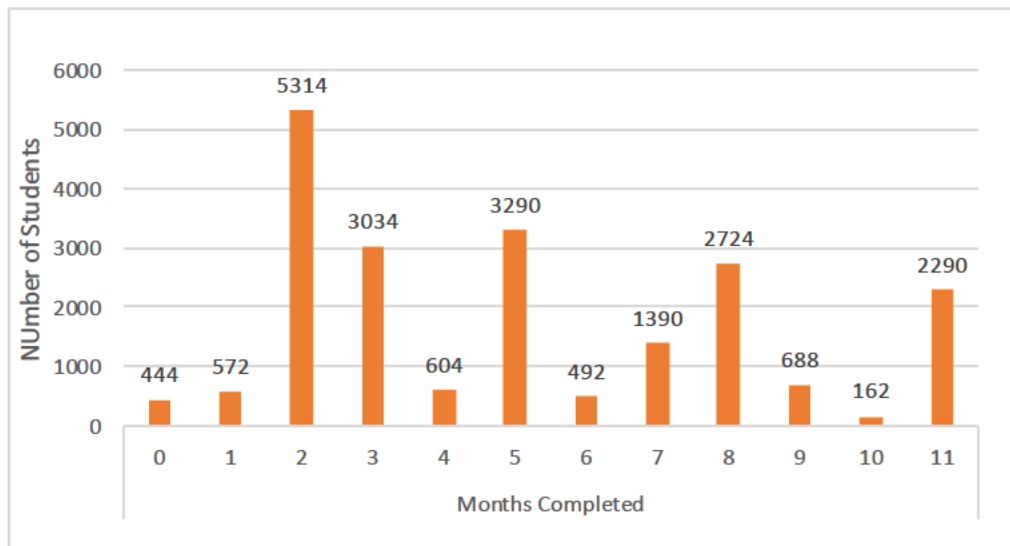
Figure 7. Enrollments by Calendar Year of Program Start

2.1.2 Retention

Walden defines retention to include those students who are retained past their first term (e.g., those who enroll for their second term). A term is defined as a quarter (10 weeks) or semester (15 weeks), depending on the program. Information provided by Walden included those students who were retained through the first semester of the program. In other words, those who withdrew or were administratively withdrawn during their first term would not be included in the data on retention, provided by Walden. According to Walden, attrition during the first year of a program is not surprising, given many Walden students are balancing work, family, and school responsibilities.⁵²

For context, the following Figure 8 illustrates doctoral students who withdrew (self-withdrawn or administratively withdrawn) within the first year of the program, across all programs, and for all doctoral students admitted between 2008 and 2016. Of students who withdrew, the most frequent upset occurs after completing two months of a program (N=5,314 students).

⁵² Walden letter to OHE 7/21/2017.

Figure 8. Withdrawn doctoral students, by months completed

Retention rates have, on average and across all doctoral programs, remained generally consistent for cohorts 2008-2009 through 2012-2013, with 67% of students⁵³ across all doctoral programs retained at year one (see Table 5). An average of 45% of students across all doctoral programs are retained at year three. According to Walden, retention data is only calculated and analyzed through year three of a program. Retention beyond the third year is not a meaningful point for analysis for Walden because natural attrition would occur as students begin to complete their program(s).⁵⁴ Walden only includes those students who are retained through their first academic term in their retention rates. As such, the percentage retained does not include those who failed to complete their first term.

Table 5. Retention rates, doctoral overall, by academic year cohort, years 2008-2009 through 2014-2015

Doctoral Overall ⁵⁵				
Academic Year Cohort	# in Cohort	1 Year	2 year	3 Year
2008-09	4574	72%	59%	48%
2009-10	4425	70%	58%	47%
2010-11	4343	69%	56%	45%
2011-12	4471	66%	53%	43%
2012-13	4106	65%	54%	42%
2013-14	4131	65%	53%	
2014-15	4687	64%		

⁵³ Students are defined as those who completed one academic term.

⁵⁴ OHE is interested in mechanisms Walden uses to segment out those students who have completed in order to monitor retention beyond year three of a program.

⁵⁵ Data provided by Walden (10/18/2017)

As noted in the table above, the number of students retained at year one has decreased over time; 72% retention rate for students in cohort 2008-2009 versus 64% for students in cohort 2014-2015.

Retention data by academic program is presented in Table 6, showing the average number of students who are retained at years one and three.

Table 6. Average Retention Rate of Doctoral Students at Year One, Year three, By Program⁵⁶

PROGRAM (Years Included)	COHORT	AVE 1 YR	AVE 3 YR
Doctor of Business Administration (08-13)	3497	69%	44%
Doctor of Education (08-13)	596	59%	48%
Ph.D. in Counselor Education and Supervision (09-13)	425	47%	36%
Ph.D. in Education - KAM ONLY (08-13)	1295	54%	34%
Ph.D. in Health Services - KAM ONLY (08-12)	46	66%	45%
Ph.D. in Human Services - KAM ONLY (08-12)	425	56%	35%
Ph.D. in Management - KAM ONLY (08-12)	791	64%	42%
Ph.D. in Psychology (08-12)	3963	65%	40%
Ph.D. in Public Health (08-12)	1708	69%	49%
Ph.D. in Public Policy and Administration - KAM ONLY (08-11)	404	61%	47%
Ph.D. in Public Policy and Administration - COURSE BASED ONLY (09-12)	1868	69%	47%
Average		62%	42%
Standard Deviation		7%	5%

2.1.3 Graduation and Completion

The following section provides information on graduation rates and time to completion at the institutional level. Graduation rates, as defined by Walden, only includes those students who completed at least one year of their program, and includes the percentage from this group who went on to complete their program.⁵⁷ Time to degree completion (“completion rates”) is defined by OHE to include the time (in months and/or years) it takes for students to complete the program, and does not exclude any students. The scope of the data for current review includes Walden students who were admitted and graduated between fall 2008 and fall 2017.⁵⁸

⁵⁶ Source: Walden; includes only those programs within retention data available over the span of four years.

⁵⁷ Walden noted that there are no universally agreed-upon definitions of retention and graduation rates in higher education. Walden noted it utilizes guidance from professional accreditor, CCNE which advises programs to develop metrics that do not count attrition caused by non-curricular factors such as family and work obligations. 7/21/2017 Walden letter to OHE.

⁵⁸ Includes students with admission data of 2008 through 2016 and who completed by fall 2017. Data provided by Walden did include students who were admitted prior to 2008 and who graduated between fall 2008 and fall 2017. Therefore, analysis of results is limited to those who completed their program within eight (8) years.

The following graduation rates (Table 7) were provided to OHE by Walden, and includes the overall doctoral graduation rates, rates for professional doctorate (e.g., DBA), and for Ph.D. programs. The maximum time allowable for completion of doctoral programs is eight (8) years, and twenty-four percent (24%) of students (those retained past year one of their program, and who were admitted in academic year 2008-2009) complete a doctoral degree. The number in cohort as represented in the table below refers to those students who were retained past year one of their program.⁵⁹ For instance, for those with a program start date of 2009 (N=6,145), 2,275 students withdrew or were withdrawn, thereby meaning that 37% of the students were excluded from the graduation rates for the 2009 cohort.

Table 7. Graduation Rates, by Academic Year Cohort, by Doctoral Overall, Professional Doctorates and Ph.D.

Doctoral Overall								
Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	3402	0%	1%	4%	11%	16%	20%	24%
2009-10	3238	<1%	1%	5%	10%	16%	20%	
2010-11	3142	0%	1%	5%	10%	16%		
2011-12	3103	<1%	3%	8%	16%			
2012-13	2766	<1%	3%	9%				
2013-14	2792	1%	5%					
2014-15	3137	1%						
Professional Doctorates								
Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	1635	0%	1%	6%	14%	19%	23%	26%
2009-10	1334	0%	2%	7%	14%	20%	25%	
2010-11	1303	0%	2%	7%	13%	19%		
2011-12	1389	1%	7%	14%	24%			
2012-13	1377	<1%	5%	14%				
2013-14	1436	1%	9%					
2014-15	1533	1%						
PhD								
Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	1871	0%	1%	3%	8%	13%	18%	22%
2009-10	1937	<1%	1%	3%	8%	13%	18%	
2010-11	1865	0%	<1%	3%	8%	14%		
2011-12	1739	0%	1%	3%	10%			
2012-13	1405	0%	1%	4%				

⁵⁹ The number in cohort for graduation rates will differ from retention rates as Walden includes only those who completed one year in graduation rates, while only those who completed one term are included in retention rates.

Doctoral Overall

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2013-14	1387	<1%	1%					
2014-15	1664	0%						

Currently, higher education programs are required by federally-mandated gainful employment regulations to provide public information on program length and students graduating on time. According to the U.S. Department of Education's Gainful Employment ("GE") requirements, normal time to completion is defined as the amount of time necessary for a student to complete all requirements for the degree or certificate as provided in the institution's catalog.⁶⁰ On Walden's GE disclosures, doctoral programs have a published program length ranging from 58 months (4.8 years) to 74 months (6.2 years).⁶¹ According to Walden, these published times are based on the average time to completion for those who complete (or graduate from) the program. Graduation rates, or the number of students who graduate within the normal time to completion, are not published on any of Walden's publicly-facing materials,⁶² with the exception of those data as supplied for the College of Management and Technology.⁶³

OHE was interested in understanding the completion time for students, in relation to the minimum time published on Walden's web pages⁶⁴ as well as the program length, published on Walden's program data web pages.⁶⁵ Of students who complete, fewer students⁶⁶ do so within the minimum time to completion compared to those that complete within the published time to completion (see Table 8 below).

⁶⁰ <https://www.gpo.gov/fdsys/pkg/CFR-1997-title34-vol3/pdf/CFR-1997-title34-vol3-sec668-41.pdf>

⁶¹ Program Data <https://www.waldenu.edu/programdata>. According to Walden, information published on program data pages was based on a template that Walden was required to follow and all of the information published on these pages was based on prescribed rules and regulations issued by the DOE.

⁶² Disclosures on time to completion were published on Walden's ED gainful employment disclosures as of 10/7/2016. According to Walden, program normal time and program designed time is longer than four years for all of Walden's doctoral programs and the GE disclosure is not designed to calculate completion rates for programs greater than four years. Walden notes that for these programs, the USDOE has directed institutions to enter zero for the number of students starting a program and students completing on time will appear as "N/A."

⁶³ For general outcome data for CMT, see: <https://www.waldenu.edu/about/who-we-are/data/cmt-data> Graduation rates for the Ph.D. in Management, see: <https://www.waldenu.edu/-/media/Walden/files/about-walden/data/cmt/som-phd-mgt-grad-retention-3-29-2018.pdf?la=en>; for the DBA, see: <https://www.waldenu.edu/-/media/Walden/files/about-walden/data/cmt/som-dba-grad-retention-3-29-2018.pdf?la=en>

⁶⁴ As an example, 3.3 years minimum completion requirement for the DBA Program: <https://www.waldenu.edu/doctoral/doctor-of-business-administration/tuition-fees>

⁶⁵ As an example, 56 months listed for program length for the DBA program: <http://programdata.waldenu.edu/Doctor-BusAdmin/doctor-of-business-administration.html>

⁶⁶ Based on all students who were admitted after fall 2008 and completed a program by fall 2017. Excludes transfers and re-admissions/re-enrolled.

Table 8. Number and Percentage Students Completing by Minimum Time, Published Program Length

Program	Number of Students Completing	Minimum Time To Completion	Students Completing By Minimum Time	Published Program Length (GE Disclosures)	Percent Students Completing By Program Length Time
DBA	733	3.3 years	32%	4.7 years	70%
Ed.D.	938	2.75 years	12%	4.7 years	48%
Ph.D. Psychology ⁶⁷	391	3.25; 5 years	n/a	5.5; 7.1 years	n/a ⁶⁸
Ph.D. Management (KAM)	116	3.75 years	25%	6 years	78%
Ph.D. Management (COURSE)	74	3 years	15%	4.8 years	50%

The following (Table 9) summarizes gainful employment disclosures, as provided by Walden.⁶⁹ This represents completion time for those students who completed the program in 2014-2015. On these disclosure pages, it reads: “how long will it take me to complete this program” and the response begins with “the program is designed to take X months to complete.”

Table 9. Gainful Employment Disclosures⁷⁰

Program	Program Designed Time	Of Those That Complete (In 2014-15), Percentage Who Do So Within This Program Designed Time
Ph.D. Management ⁷¹	4.8 (58 months)	24%
Ph.D. in Psychology	5.5 (66 months)	21%
DBA	4.1 years (50 months)	52%

In addition to completion and retention rates, Walden provided national comparison data from a variety of sources. Having an understanding of comparable or peer institution completion data is important; however, Walden has noted there are no good comparisons because other online doctoral programs that educate non-traditional, working professional students do not publish their retention and graduation rates.⁷²

⁶⁷ Unable to calculate completion rates by track for the Ph.D. in Psychology, as raw data sets provided did not identify students by track

⁶⁸ Of those who completed in 2014-2015, 24% did so within 5.5 years

⁶⁹ Q17_003415; Q17_003423; Q17_003441

⁷⁰ Language such as “program designed time” in the headers of this table is based on information as provided by Walden.

⁷¹ KAM and/or course-based not specified

⁷² Letter from Walden to OHE 10/2/2017

OHE does not know Walden's internally-defined goals or benchmarks related to completion rates. As such, OHE is unable to provide any statements regarding completion rates as meeting, exceeding, or failing to meet Walden's benchmarks or goals.⁷³

2.1.4 Comparison Schools

Walden supplied national comparison data for doctoral graduation rates to the office.⁷⁴ This included a 2008 Council of Graduate Schools report based on cohorts entering between 1992 and 1998. Across disciplines, the results were: 11% complete in four years; 45% complete in seven years; 57% complete in 10 years. Another report published in 2008-2009 that included graduation rates from 62 AAU (Association of American Universities) member institutions, found that 42% of doctoral students completed within nine years (for those with a master's degree) and 27% completed within nine years (for those without a master's degree). Walden also cited UNC Charlotte's graduation rates for Ph.D. students entering between 2003 and 2008 with the average five year completion rate at 35%. OHE does not know what metrics were used in the calculation of these rates (e.g., whether only students retained past a certain point in their program are included or whether all students admitted are included in the rates).

The National Center for Education Statistics administers the Integrated Postsecondary Education Data System, commonly referred to as IPEDS. Data published by IPEDS may be used by institutions for interpreting institutional data related to enrollment, retention and graduation rates, and tuition, to name a few. According to information published publicly via the IPEDS data feedback report (2016),⁷⁵ Walden has chosen a comparison group of nine (9) institutions: American Public University System, Capella University, Colorado Technical University-Online, Kaplan University- Davenport Campus, Nova Southeastern University, Troy University, University of Maryland-University College, University of Minnesota-Twin Cities, and Western Governor's University. A review of these institutions' web pages revealed that three of them provided information (or had information published that was readily located) about their doctoral program(s) completion/graduation rates. The following is a summary of information published:⁷⁶

- Capella University: Institutional graduation rate is 42%⁷⁷ (additional graduation rates are published by specialization; e.g., DBA in Leadership 12% complete within 45 months)

⁷³ OHE asked Walden for any internally-defined goals or benchmarks used to evaluate program outcomes. For instance, Walden was asked to provide program review summary statements for select programs because program reviews often contain retention and completion goals, and other key performance indicators (see Part Three, *Accreditation and Program Evaluation* for more information). OHE does not know Walden's internally-defined goals or benchmarks related to completion rates. As such, the Agency is unable to provide any statements regarding completion rates (meeting, exceeding, or failing) to meet Walden's benchmarks.

⁷⁴ This information was provided by Walden to OHE

⁷⁵ https://nces.ed.gov/ipeds/DataCenter/DfrFiles/IPEDSDFR2016_125231.pdf

⁷⁶ Disclosures not located for American Public University, Colorado Technical University, Nova Southeastern University

⁷⁷ https://www.capella.edu/content/dam/capella/PDF/Consumer_Information.pdf;
https://www.capellaresults.com/content/dam/vc/capella-results/gainful-employment/business/doctoral/DBA_Leadership_gedt.html

- University of Maryland-University College: Six year doctoral graduation rate is 57.1%⁷⁸
- University of Minnesota-Twin Cities: Most current six year doctoral graduation rate is 48%⁷⁹

Comparison school data is often used in contextualizing or benchmarking completion rates for doctoral programs. Comparison schools as listed in the IPEDS report are one source; however, each of these institutions varies in student demographics, program delivery, and program offerings. Furthermore, the metrics used by these comparison institutions are unknown, so OHE is not making comparisons with these institutions to Walden.

⁷⁸ <https://www.umuc.edu/documents/upload/student-profile-and-graduation-rates.pdf>

⁷⁹ http://www.academic.umn.edu/accountability/pdf/2015/2015_Accountability_Report.pdf

2.2 Walden University: Doctoral Curriculum

OHE reviewed information related to Walden's doctoral curriculum⁸⁰, in accordance with one of the objectives of the program review. This objective was to increase OHE's understanding of curriculum program and dissertation handbook modifications for each doctoral program. Due to the concentration of academic complaints focused on the capstone phase of the program, this section focuses on the requirements for the completion of the capstone product which could be the dissertation or doctoral project/study, depending on the program. Information for students in KAM (Knowledge Area Modules) doctoral programs is also provided throughout the section, given the distinct requirements for this program.

Courses and requirements for degree completion (also referred to as curriculum) for the Walden doctoral programs can be found on the program web pages and within program catalogs.⁸¹ These sources describe the minimum program courses and corresponding credits needed for degree completion. The credits required for the completion of the degree are also listed on Walden's program web pages (see Part Three: *Advertising* for more information on web-based materials).

As an introduction, the program length and credits required for Walden's doctoral program offerings are shown in Table 10. Programs are either semester- or quarter-based; semesters are fifteen (15) weeks in length (includes fall, spring, and summer) while quarters are ten (10) weeks in length (includes fall, winter, spring, and summer). Minimum credits for doctoral programs are 30 semester -or 45 quarter credits- beyond the master's degree and excludes credits taken for independent research requirements (e.g., dissertation); 60 semester credits are required for doctoral programs which only require a bachelor's degree for admission. All of Walden's doctoral programs are on the quarter system, with the exception of the DBA program that is based on semesters.

As shown in Table 10, total capstone credits refers to the minimum number of dissertation or doctoral project credits required for the degree that are distributed among several courses (e.g., DBA program requires a minimum of five terms, two eight-week terms per semester and three credits per course). Most programs have a 20-credit minimum for capstone work (with the exception of the DBA and DIT). Students in KAM-based programs are required to complete a minimum of 30 credits of dissertation which are posted to their transcript upon completion of degree, and during the dissertation phase, students are continuously enrolled in a 6-credit Research Forum course in addition to a Dissertation Course. The completion of the minimum dissertation credits does not mean the degree is conferred, rather, students must progress through a series of milestones and produce a scholarly product that meets Walden's criteria. According to Walden, the time students take to progress through these milestones varies, and is dependent upon factors such as academic skill, time and dedication to studies, career demands, and willingness to adhere to faculty directives.

⁸⁰ Curricular modifications by program; Handbook modifications; Dissertation rubric modifications; Knowledge Area Module (KAM) explanation; Syllabi for capstone courses; Writing Assessments and Curricula; Walden University Catalogs (2008-2017)

⁸¹ <http://catalog.waldenu.edu/>

Table 10 outlines the minimum completion time (as published on Walden's webpages⁸²), program length (published on Walden's gainful employment web disclosures⁸³), total program credits, and total capstone credits for Walden's doctoral programs.

Table 10. Walden Doctoral Program Minimum Time, Program Length, and Credits Required ⁸⁴

PROGRAM	Program Minimum Time (in Years)	Program Length (in Years)	Total Program Credits ⁸⁵	Total Capstone ⁸⁶ Credits
PH.D. Management: KAM	3.75 ⁸⁷	6	102 ⁸⁸	30
PH.D. Management: COURSE	3	4.8	86	20
PH.D. Human and Social: KAM	-	6	102	30
PH.D. Human and Social: TRACK 1	2.5	4.7	83	20
PH.D. Human and Social: TRACK 2	3.25	5.6	108	20
PH.D. Education: KAM	-	6.0	96 ⁸⁹	30
PH.D. Education: COURSE	3	4.8	86	20
PH.D. Psychology: LICENSURE SPEC.	5	7.1	-	20
PH.D. Psychology: NON LICENSURE SPEC.	3.25	5.5	110	20
PH.D. Health Services: KAM	-	6.0	102 ⁹⁰	30
PH.D. Health Services: TRACK 1	2.75	6.1	106	20
PH.D. Health Services: TRACK 2	2.25	4.7	69	20
PH.D. Public Policy: KAM	-	6.0	101 ⁹¹	30
PH.D. Public Policy: TRACK 1	2.75	4.7	88	20
PH.D. Public Policy: TRACK 2	2.25	5.6	73	20
PH.D. in Public Health: TRACK 1	2.75	5.3	88	20
PH.D. in Public Health: TRACK 2	3.75	6.2	119	20
Ed.D. in Education	2.75	4.7	76	20
DBA	3.3	4.7	60	19
PH.D. in CE & S (Forensic MH Couns Specialzn)	2.75	5.8	85	20

⁸² See example of program webpage: <https://www.waldenu.edu/doctoral/doctor-of-business-administration/tuition-fees>

⁸³ See example of GE disclosure: <http://programdata.waldenu.edu/Doctor-BusAdmin/doctor-of-business-administration.html>

⁸⁴ If credits are not listed it was because that information was either not readily accessible and/or not provided by track on sources reviewed.

⁸⁵ As of most currently available (12/2017) published online materials, unless otherwise noted.

⁸⁶ Capstone refers to dissertation, doctoral project, and/or doctoral study. Programs differ on the type of capstone required.

⁸⁷ 2011-2012 catalog, Recommended course sequence (2.75 years of courses + dissertation min. 4 quarters)

⁸⁸ As referenced in the 2011-2012 catalog, p. 336

⁸⁹ As referenced in the 2011-2012 Catalog

⁹⁰ As referenced in the 2011-2012 Catalog

⁹¹ As referenced in the 2011-2012 Catalog

PROGRAM	Program Minimum Time (in Years)	Program Length (in Years)	Total Program Credits ⁸⁵	Total Capstone ⁸⁶ Credits
PH.D. in CE & S (Other Specialization)	3	5.5	95	20
DNP	1.5	4.2	47	-
DSW	2.5	4.7	78	20
DIT: TRACK 1	3.5	4.7	64	15
DIT: TRACK 2	4.2	5.5	76	15
PH.D. in Social Work	2.5	4.7	81	20
PH.D. in Nursing	2.5	4.7	81	20
DrPH: TRACK 1	2.5	4.7	78	20
DrPH: TRACK 2	3.25	5.7	104	20
PH.D. in Criminal Justice TRACK 1	2.5	4.7	83	20
PH.D. in Criminal Justice TRACK 2	3	5.5	98	20
PH.D. in I/O Psychology	3.25	5.3	110	20
DHA: TRACK 1	2.5	4.7	78	20
DHA : TRACK 2	3	5.4	98	20
PH.D. in HE and P: TRACK 1	2.5	4.7	83	20
PH.D. in HE and P: TRACK 2	3	5.4	98	20
PH.D. in HE and P: TRACK 3	3.25	6.1	113	20

2.2.1 Capstone Courses

Capstone courses include those in which students work on their dissertation, doctoral study, or project study (the type of capstone work is determined by the specific program requirement). Students are registered for the capstone courses, according to program requirements (see credits required, in Table 10), and are automatically registered each term until successful completion of their capstone work. In addition, students in KAM programs are registered for SBSF 7100 (6 credits per class) with the chair of their dissertation committee once this chair is confirmed; students are automatically registered for this course each term until successful completion of their dissertation.

Once enrolled in capstone coursework, students must progress through a series of dissertation milestones or stages.⁹² The steps to progress through the milestones are numerous and many of the steps within the stages require faculty committee approval. For those steps that require faculty approval, rubrics or checklists are utilized by faculty in order to evaluate student work and progress students to the next step.

After an internal study,⁹³ the role of the University Research Reviewer (URR) was introduced in 2009. The URR is assigned to the committee once the student has completed his/her prospectus (first stage of the capstone

⁹² See Appendix D, *Capstone Process Flowchart* and Appendix E, *Dissertation Process Worksheet*

⁹³ Internal study was requested by OHE; Walden declined to provide this to the office.

process) to serve as a quality assurance mechanism for the capstone research and to provide feedback to students at earlier points in the process, including the proposal and final study stages. Further, there is a reference document, “University Research Review Manual”⁹⁴, which provides guidance on the URR role, desired practices, and duties of committee members for each step in the process.

As students move through the stages to complete their dissertation, there are many instances in which submitted work may be rejected for further revisions and/or corrections. This return/revision process can occur at the level of committee members, the URR, the Institutional Review Board (IRB), and with the Chief Academic Officer. According to published materials, committee members and other reviewers are to submit corrections and feedback to students within 14 days of submission. As seen in the flowchart diagram, scores of “not met” will revert the work back to the student for revisions and/or refer the student to the appropriate Walden support department (e.g., writing center, IRB).

Submission of student work and faculty assessments are completed within Walden’s web-based system called MyDR. Prior to the implementation of MyDR in 2014, students would submit materials to faculty via email. Committee members utilize rubrics and checklists (including the *Dissertation Checklist*, *Minimum Standards Rubric*, and the *Overall Quality Rubric*) to evaluate student work at various stages within the capstone phase. These evaluation tools were created and/or revised as a result of studies from an external evaluation firm, and the tools were first introduced and/or revised in 2012.

The Center for Research Quality’s website houses resources and information related to the doctoral capstone.⁹⁵ This includes workshop information, research resources, and the capstone process and timeline.⁹⁶ The timeline offered lists courses for years 1-2, premise and prospectus for years 3-4, and research, analysis and iterative writing for years 4-7. It notes that the average time to complete a dissertation is two to three years, after all coursework is completed and one to two years after coursework to complete a doctoral study or doctoral project.⁹⁷

2.2.2 Capstone Syllabi

Walden syllabi include the activities required to receive a grade of satisfactory (S) or unsatisfactory (U) for a capstone course.⁹⁸ A summary of activities related to assessment of dissertation progress, included in capstone course syllabi, is noted in Table 11. Courses are listed more than once if there were changes to the manner in which student progress on capstone work was evaluated. As shown in this table, beginning in 2015, syllabi reflect the institutional policy that faculty judge capstone work, based on substantive and documented progress. This information is important to understand for reviewing complaints which relate to unsatisfactory grades, or for dismissal based on unsatisfactory grades. OHE can request and/or review available syllabi and quarterly plans as

⁹⁴ http://academicguides.waldenu.edu/ld.php?content_id=15245643

⁹⁵ <http://academicguides.waldenu.edu/doctoralcapstoneresources>

⁹⁶ <https://web.archive.org/web/20171012091639/http://academicguides.waldenu.edu:80/doctoralcapstoneresources/timeline> (note timeline no longer includes years for each stage, as of 8/16/2018).

⁹⁷ Under each timeframe it notes: Time to completion varies by student, depending on individual progress and transfer credits, if applicable.

⁹⁸ University-wide guidelines for grading capstone courses went into effect August, 2015.

a means to guide a complaint investigation. In all but one program (DNP), a quarterly plan is required to be submitted by the student.

Table 11. Requirements for Assessing Capstone Work, As Indicated on Syllabi

COURSE (Years, if known)	REQUIREMENTS (as related to demonstration of progress)	PLAN REQUIRED
ISPY/PSYC 9000	Submission of quarterly plan (20%) and progress activities (80%) including submission of drafts every term and positive evaluations on checklists/rubrics.	Yes; submitted at the beginning and end of the course.
MGMT 7101/9000	Complete all assignments in a timely manner; actively participate and post thoughtful responses in online discussions; complete all written assignments satisfactorily; submit at least two drafts of proposals, dissertations as appropriate or KAM component. ⁹⁹	Yes; submitted three times per quarter.
EDUC 8800/8900/9001/9002	Planning activities (20%) and progress activities (80%); Submission of plan, participation in discussions, submission of final report; documented progress towards one or more goals: draft submissions, activities that support completion, completion of coursework, residency attendance. ¹⁰⁰	Yes, submission of a plan within first 7 days.
DDBA 8100 (2012)	"S" received if making satisfactory progress on Study; evaluated on plan and recent work at end of semester.	Submission of a plan within first 7 days of course; Submission of revised work since previous term.
DDBA 8100 ¹⁰¹ (2013-2016)	Discussions (35%) and applications (65%); at the end of the semester students must submit their most recent work toward the Doctoral Study.	Yes, submission of a project plan within first 7 days of the course.
DDBA 9000 (2012)	"S" received if making satisfactory progress on Study; evaluated on plan and final report at end of semester.	Yes, submission of a plan within first 7 days.
DDBA 9000 (2013)	Discussions (35%) and applications (65%); "S" received if making satisfactory	Yes, submission of a plan within first 7 days.

⁹⁹ Feedback will be given within two (2) weeks.

¹⁰⁰ Attending only a residency is not sufficient for a grade of "S"

¹⁰¹ 2013, 2014, 2015, 2016

COURSE (Years, if known)	REQUIREMENTS (as related to demonstration of progress)	PLAN REQUIRED
	progress on Study; evaluated on plan and final report at end of semester.	
DDBA 9000 (2014)	Discussions (35%) and applications (65%); "S" received if making satisfactory progress on Study; evaluated on plan and final report at end of semester. Documented progress, substantive drafts.	Yes, submission of a plan within first 7 days; submission of update in weeks 2 and 6.
DDBA 9000 (2015)	Discussions (35%) and applications (65%); "S" received if making satisfactory progress on Study; evaluated on plan and final report at end of semester. Documented progress, substantive drafts.	Yes, submission of a plan within first 7 days; submission of update in weeks 2 and 5.
SBSF 7100 (Fall 2013, Winter 2013, Fall 2014, Spring 2014, Summer 2014, Winter 2014; Spring 2015; Summer 2015)	Submission of plan, participation in discussions, submission of final report; documented progress towards one or more goals: draft submissions, activities that support completion, completion of coursework, residency attendance; ¹⁰² Submission of drafts of some component for every quarter enrolled.	Yes, within first 7 days; submission of final report documenting progress at the end of quarter.
SBSF 7100 (Spring 2013, Summer 2013)	Based on five required assignments each quarter: quarter plan, discussion 1 and 2, final report, demonstrated sufficient academic progress by completing a course, or part of a KAM or part of the dissertation.	Yes, within first 7 days; submission of final report by week 12.
SBSF 7100 (Fall 2015, Winter 2015, Fall 2016, Spring 2016, Summer 2016, Winter 2016, Fall 2017, Spring 2017, Summer 2017)	Planning activities (20%) and progress activities (80%); Submission of plan, participation in discussions, submission of final report; documented progress towards one or more goals: draft submissions, activities that support completion, completion of coursework, residency attendance ¹⁰³ ;	Yes; submitted within first 7 days of the course.
NURS 8700	Planning activities (20%) and progress activities (80%); students should expect to be submitting drafts of some component	Yes; submitted within first 7 days of the course.

¹⁰² Attending only a residency is not sufficient for a grade of "S"

¹⁰³ Attending only a residency is not sufficient for a grade of "S"

COURSE (Years, if known)	REQUIREMENTS (as related to demonstration of progress)	PLAN REQUIRED
(2016-2017 ¹⁰⁴)	during every term they are enrolled in 8700/8701.	
NURS 8700 (2012-2015 ¹⁰⁵)	Grades are based on the successful completion of the required assignments each quarter: Approved DNP project documents, discussion 1 and discussion 2.	No; students must show sufficient academic progress for the quarter by completing a course and/or part of the DNP project.
NURS 8701 (2013-2014 ¹⁰⁶)	Grades are based on the successful completion of the required assignments each quarter: Approved DNP project documents, discussion 1 and discussion 2.	No; students must show sufficient academic progress for the quarter by completing a course and/or part of the DNP project.
NURS 8701 (2015-2017 ¹⁰⁷)	Planning activities (20%) and progress activities (80%); students should expect to be submitting drafts of some component during every term they are enrolled in 8700/8701.	Yes; submitted within first 7 days of the course.
NURS 9000 (2016 ¹⁰⁸)	Graded each week based on discussion posts and overall progress with dissertation. Assignment points are based on weekly reflection, discussion (80%) and quarter plan (20%)	Yes; submitted within first week of the course
NURS 9000 (2017-2018 ¹⁰⁹)	Planning activities (20%) and progress activities (80%); Documented progress towards products and work outlined in the quarter plan.	Yes; submitted within first 7 days of the course.

2.2.3 KAM Modality

As part of the program review information request, OHE asked Walden for a description of KAMs (see Appendix A, Letter of Request to Walden). Knowledge Area Modules (KAMs) are a learning modality incorporated into the curriculum for five of Walden's Ph.D. programs¹¹⁰ and allow for students to self-direct their learning process via research, writing, and other learning activities. Walden noted that this "self-driven model" allowed students with

¹⁰⁴ Spring 2016; Summer 2016; Fall 2016; Spring 2017; Summer 2017; Spring 2018

¹⁰⁵ Summer 2012; Spring 2014; Spring 2015

¹⁰⁶ Spring 2013; Spring 2014

¹⁰⁷ Spring 2015, Spring 2017, Summer 2017

¹⁰⁸ Summer 2016; Fall 2016

¹⁰⁹ Summer 2017; Spring 2018

¹¹⁰ Management, Human Services, Health Services, Education, and Public Policy

effective time management skills to progress at their own pace, while others struggled to adequately complete the requirements in an efficient manner.¹¹¹

According to Walden, the KAM modality was a very research-intensive doctoral program with rigorous and challenging requirements. The KAM modality is a self-directed, research-intense process whereby students complete up to seven comprehensive papers¹¹² prior to beginning their dissertation. The KAM-based programs were discontinued between 2011 and 2015. Students in KAM programs are continuously enrolled in SBSF 7100 (6cr.) or EDUC 8800 for the duration of their program, including those quarters they are working on their capstone. Additional capstone courses and/or doctoral companion courses may also be required for students, depending on program and route.¹¹³

Requirements for KAM-based programs include Core KAMS and Specialized KAMs, comprehensive papers which are produced for each KAM. The work is based on the required Learning Agreement (LA) that serves as the contract between the student and the KAM assessor. A continuous enrollment model is used for KAM programs, meaning students are continuously enrolled in SBSF 7100 or EDUC 8800 each semester and advance through the KAM process at their own pace.

As noted in the introduction section, Walden has discontinued offering Ph.D. programs via the KAM modality, with the first discontinuation occurring in winter 2011 and the final in summer 2014; the course-based modality was introduced for these programs between 2009 and 2010.

2.2.4 Curricular Changes

Changes to the program curriculum occur through a process, as described in written correspondence to OHE from Walden. Walden has developed processes and designated roles in the development of new programs and specializations; all policies and curriculum are approved through faculty governance. Each Walden school has a Curriculum and Academic Policy (CAP) committee made up of core and contributing faculty. This committee has the responsibility for curriculum development and revision, as well as policy oversight relevant to programs. As a means for ongoing monitoring, Walden provides monthly updates to OHE regarding any curricular changes (this includes all Walden programs, not exclusively doctoral programs).

Curricular modifications and changes included a revision to course SBSF 7100, Research Forum, which occurred between May 2009 and March 2010 (see Table 12). This revision included a change from broad learning outcomes (e.g., development of skills) to actionable outcomes (e.g., submit drafts, submit personal progress reports). The purpose of this change was to promote more “active engagement” in the SBSF 7100 course. In this course, students were responsible for submitting drafts of their KAMs or dissertation chapters.

¹¹¹ Walden letter to OHE, 10/28/2016.

¹¹² Up to seven (7) total papers, depending on the program. Typical paper length is 90-120 pages.

¹¹³ See progress grading in Walden’s catalog for a listing of capstone courses:

<https://catalog.waldenu.edu/content.php?catoid=137&navoid=42861>

Table 12. Summary of Research Course Modifications

DATE	CHANGE	RATIONALE
5/2009-3/2010	Change in research sequence requirements to require the same research course sequence for all Ph.D. programs. Prior to this change, the Ph.D. programs varied in the research sequence requirements, including whether the course was a specific method course to the program or a university-wide course.	Resulting from HLC guidance, essential learning outcomes were crafted to ensure students met minimum research competencies prior to graduation.
5/2009-3/2010	SBSF 8005 and SBSF 7100 revised.	To incorporate more active engagement in SBSF 7100
11/16/2015	Unknown specifics.	Updates to university research courses including a “variety of changes” (unknown specifics).

A catalog review of SBSF 7100 courses was conducted in order to gather more information on the nature of curricular changes (referenced above) during the timeframe of May 2009 through March 2010 (see Table 13). No course description for SBSF 7100 was located in the 3/2010 and 6/2010 versions of the 2009-2010 Catalog and the 2010-2011 Walden University Catalog.

Table 13. Course descriptions for SBSF 7100, Research Forum

2008-2009 Catalog Description	Under the guidance of their faculty member, students pursue scholarly research associated with Knowledge Area Modules (KAMs). They learn to work independently as scholars and develop a variety of skills. For example, they learn to gather information such as research findings and theories from library databases and web-based resources. They develop critical-thinking skills, learn to ask the right questions, and apply their newly acquired knowledge to real-world problems for the benefit of others.
2009-2010 Catalog Description	The purpose of this forum is to assist students with making steady progress toward earning a Doctor of Philosophy degree. Students will prepare a plan of action, engage in regularly scholarly discussion with a faculty mentor and fellow doctoral students, and submit a personal progress report. Students will submit drafts of Learning Agreements, Knowledge Area Modules (KAMs), and dissertations to the faculty mentor for feedback. Information and resources related to KAMs, dissertations, residencies, research and writing, and doctoral program expectations are provided for guidance.

Curricular modifications by program, relevant to dissertation courses, is a result from program reviews. Table 14 highlights relevant curricular modifications for the Doctor of Business Administration (60 credit) program.

Table 14. DBA Curricular Modifications

DATE	CHANGE	RATIONALE
4/24/2013	Three new courses in first year; change to program of study; reduction in allowable transfer credits from 5 courses to 4 courses.	+50% DBA students skip from 1 st to 7 th course; with change +50% skip from 2 nd course to 7 th with courses 1, 2, and 7 being revised.
6/25/2015	Program revisions resulting from program review; three course updates; DDBA 8100 from 0 cr. each to 1 cr. Remains 60 cr. Program	Aim to improve first year student progress; to improve graduation rate and referral rates.
12/16/2015	Learning outcomes revision	Improve crafting business problem statements and emphasize move to independent scholar.

Table 15 summarizes curricular modifications for the Ph.D. in Management program. The decision to stop offering KAM-based programs resulted, in part, from students who struggled with the lack of structure and direction offered with these programs. Additionally, Walden utilized student time to completion data¹¹⁴ as a rationale for the decision to discontinue these offerings.

Table 15. Ph.D. Management Curricular Modifications

DATE	CHANGE	RATIONALE
12/16/2009	Introduction of course-based modality; change of program name from Ph.D. in Applied Management and Decision Sciences (AMDS); updated learning outcomes.	As an alternative to KAM-program model to meet desired learning style.
2/15/2012	Mixed-model teach out	Enrollments in this model declined once course-based model was launched.
11/20/2013	Four new courses in year one; research course moved from 3 rd to 5 th in sequence.	Improve first year students chances of success
5/28/2014	KAM-program teach out	Change to course-based inspired by students who struggle with lack of structure and direction, presence of DBA as entirely course-based.
4/22/2015	Change to allow students to take 2 courses at a time; course sequence changes	Allow for greater flexibility for students to accelerate their program with possible reduced time to completion.

¹¹⁴ Data utilized for this decision was requested by OHE; Walden declined to provide such information.

Table 16 includes a general summary of changes that are related to the progression of the dissertation/doctoral study sequence. The changes shown below do not include curricular changes unrelated to the dissertation or capstone.

Table 16. Capstone Course Curricular Changes

DATE	PROGRAM	CHANGE
9/24/2008	Ed.D. (teacher leadership; administrator for teaching and learning)	Updated content to improve student progress and doctoral study project readiness/completion. Embedded research into content courses to better prepare for project.
7/30/2014	Doctor of Public Health	Total of 20 research credits and cross-list companion course for seamless transition through research phases. Assigned a chair earlier in the process.
3/25/2015	Doctor of Information Technology	Adding two sections of ITEC 8100, providing 16 additional weeks to work with mentor; improve time to completion.
5/27/2015	Ed.D.	Foundations course will be integrated and used by all College doctoral students; improve retention and time to completion through intensive support courses offered with first research course and fifth specialization course.
5/25/2016	Ph.D. in Psychology	Addition of literature review writing lab to better prepare students for doctoral sequence.
5/25/2016	Ph.D. in Education	Course EDPD8900 changes from “completing the prospectus” to “writing a quality prospectus” as it is not expected that the prospectus is complete to pass this course.

2.2.5 Dissertation Handbook Modifications

Walden’s Office of Student Research Administration’s (OSRA) website¹¹⁵ contains requirements and resources by academic program. It is the OSRA’s function to coordinate the capstone process for students and committees. The following table relates programs to guidebooks, and includes year of inception and subsequent revisions, as revisions occurred. This resource (Table 17) will assist OHE in reviewing student complaints because these guidebooks contain specific policies and procedures expected of students and faculty during the capstone phase.

¹¹⁵ <http://academicguides.waldenu.edu/researchcenter/osra>

Table 17. Capstone Guidebooks by Program

<u>Level (product)</u>	<u>Program(s)</u>	<u>Document (year created¹¹⁶/version(s))</u>
Ph.D. (Dissertation)	Psychology, Public Health, Public Policy, Management, Education, Human & Social Services, Health Services, Counselor Education, Criminal Justice, Nursing, I/O Psychology, Social Work, Health Education	The Proposal and Dissertation Guidebook (2007) rev. 2009; 2010 (renamed The Dissertation Guidebook) rev. 2012; 2014 (renamed Dissertation Guidebook) rev. 2015; rev. 2016.
DNP (Doctoral Scholarly Project)		School of Nursing: Doctor of Nursing Practice (DNP) Practicum and Project Manual (2014)
DBA (Doctoral Study)		Doctoral Study Rubric and Research Handbook (July 2014)
DIT (Doctoral Study)		Doctor of Information Technology: Doctoral Study Checklist and Research Handbook (2016)
DSW (Doctoral Study Action Research Project)		In development
DHA (Doctoral Study)		Doctoral Study Guidebook: Doctor of Healthcare Administration (2014)
DrPH (Doctoral Study)		Doctoral Study Guidebook: Doctor of Public Health (2014)
Ed.D. (Project Study or Dissertation) ¹¹⁷		The Doctoral Study Guidebook rev. 2009; rev. 2010 (renamed Ed.D. Project Guide); rev. 2011; current guiding documents on website

As noted in Table 17 students in the Ph.D. programs utilize the “Dissertation Guidebook”, while students in the professional doctoral programs utilize program-specific guidebooks (a current version of these guidebooks can be viewed on the OSRA’s website). The “Dissertation Guidebook” has gone through seven revisions during the timeframe of the program review. The majority of these changes centered in providing increased clarity, with

¹¹⁶ Guidebooks which were created prior to 2008 were not provided or reviewed. Table references the earliest version of the guidebook as provided to OHE.

¹¹⁷ The initial options for a capstone project were: Research Study or Project Study. The Research Study was phased out and the dissertation was added as an option in 2014.

substantive updates regarding the introduction of the University Research Review process in 2009 and the new rubrics and checklist as introduced in 2012.

2.2.6 Dissertation Rubric Modifications

OHE reviewed all dissertation or doctoral project rubrics used by faculty to evaluate whether the student work meets Walden's standards. Table 18 provides a timeline of all changes to rubrics, by program that occurred after 2008. Major changes to the dissertation handbooks and dissertation rubrics occurred in 2009 and in 2012 with the introduction of the University Research Reviewer (URR) and new/revised rubrics.

Table 18. Capstone Rubric Changes

<u>Level</u>	<u>Program</u>	<u>Document (year created/version)</u>
Ph.D.	Psychology; Public Health, Public Policy, Management, Education, Human & Social Services, Health Services, Counselor Education, Criminal Justice, Nursing, I/O Psychology, Social Work, Health Education	Walden University Proposal/Dissertation Rubric (2007); rev. 2009 (renamed Dissertation Rubric); rev. 2012 (renamed Dissertation Minimum Standards Rubric; rev. 2016.
DNP		DNP Doctoral Project Minimum Standards Rubric (2011); rev. (2015); current documents on website.
DBA		DBA Doctoral Study Rubric (Sept. 2010); rev. Oct. 2010; rev. Jan. 2011 ¹¹⁹ ; rev. March 2011; rev. June 2011; rev. May 2012; rev. July 2014 (renamed DBA Doctoral Study Rubric and Research Handbook; rev. March 2016.
DIT		DIT Doctoral Study Rubric (Feb. 2014)
DSW		DSW Capstone Project Minimum Standards Rubric (2014)
DHA		Doctoral Study Final Quality Rubric Doctor of Public Health and Doctor of Healthcare Administration (2014)
DrPH		Doctoral Study Minimum Standards Rubric Doctor of Public Health; Doctoral Study Final Quality Rubric Doctor of

¹¹⁸ Rockman (et al) is an external research consulting firm and of which assisted Walden in identifying quality control issues. Walden has hired this firm four times; OHE requested these studies and Walden declined to provide them.

¹¹⁹ Walden referred to the Jan. 2010 revision as occurring after the Oct. 2010; assumed this date was recorded in error and OHE changed revision date to Jan. 2011.

<u>Level</u>	<u>Program</u>	<u>Document (year created/version)</u>
		Public Health and Doctor of Healthcare Administration (2014)
Ed.D.		Walden University Project Study Rubric (2009); Project Study Rubric with Explanations, rev. July 2010; rev. 2014 (renamed EdD Minimum Standards Rubric); current on website

The Ph.D. programs made three changes to the dissertation rubric during the timeframe reflected in this review. The major rubric changes occurred during 2012, and included the introduction of the *minimum standards rubric*, *methodology-based checklists*, and *additional quality assurance reviews*.

The DBA programs made eight changes to the program rubrics during this review period, including revisions multiple times within one year. The original rubric was introduced in 2010, and the changes that followed were based on a need to enhance clarity for student and faculty, while some changes (in 2014 and 2016) were more substantive and related to separate guides for qualitative and quantitative studies. Walden has acknowledged the large number of changes and has since encouraged the DBA program administration to limit the number of changes to occur only once per year.

2.3. Student Enrollment Information for Select Walden Programs

The following information is provided in order to meet several objectives of the program review¹²⁰ aimed at increasing OHE's understanding of year-by-year doctoral student retention rates and doctoral student graduation rates at the program level. Each section below contains program-level information on: 1) number of student withdrawals, by year, 2) number of years to completion, 3) student status (still enrolled, withdrawn, and completed) by year of admission, 4) graduation rates, and 5) average capstone credits earned, by program status.¹²¹ Capstone credits earned provides one indicator of time students are enrolled in the capstone phase of the program. A total of five doctoral programs were selected for analysis based on representative 1) doctoral student enrollment and 2) student complaints.

Retention and completion data is important because many student complaints are related to time to completion or administrative program withdrawals. First, it is important to note the percentages of students who complete

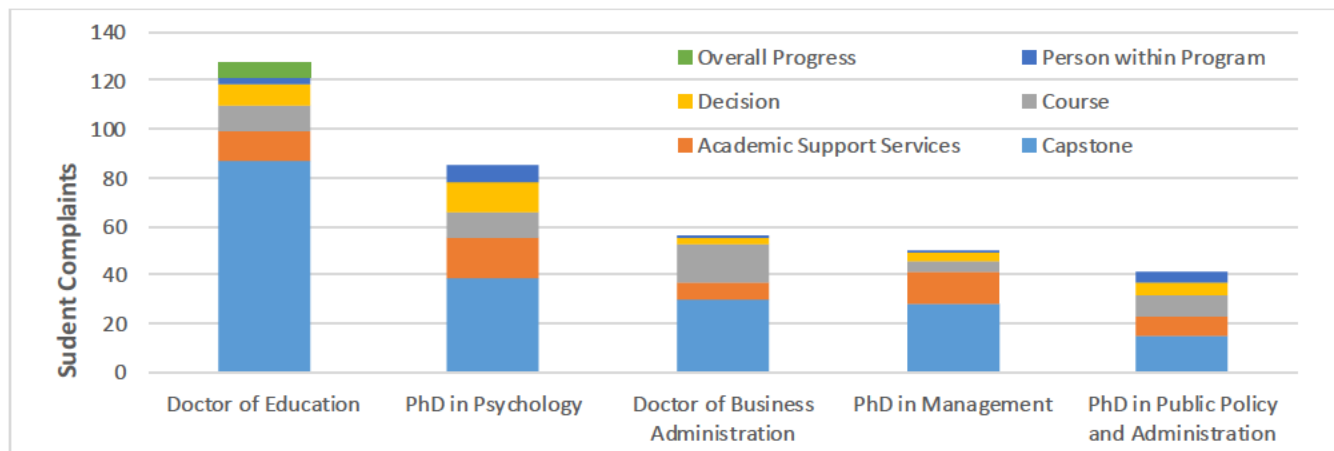
¹²⁰ See Appendix A, *Minnesota Doctoral Programs Review Process*.

¹²¹ Walden has noted disagreement with the use of capstone credits as a meaningful point of analysis, noting the number of credits earned is not a measure of doctoral program success. Specifically, earning a doctorate does not equate with credits earned as students must complete an original paper and the completion of a capstone credits "...depends on any number of personal factors that are solely within the students control and have no bearing on the strength of the program" (12/21/2107 correspondence to OHE).

their programs within both the minimum time and program length,¹²² given these are two published web sources that prospective students use to make enrollment decisions. Second, complaints reviewed by OHE focused on the advertised program cost and length.

As part of the review process, OHE examined the representation of complaints by academic program. Of those complaints which were categorized as relating to academics, 362 (75% out of the 481 total) originated from five doctoral programs (see Figure 9). The number of complaints by program appears consistent with the proportional representation of these programs to the whole (e.g., Doctor of Education, Ph.D. in Psychology, and Doctor of Business Administration comprised approximately one-half of the total student doctoral enrollment).¹²³

Figure 9. Academic Complaints by Select Doctoral Programs, as Filed September 2008 – September 2016¹²⁴



As point of reference, retention rates at the institutional level have, on average, remained generally consistent for cohorts 2008-2009 through 2012-2013, with 67% of students¹²⁵ across all doctoral programs retained at year one. An average of 45% of students across all doctoral programs are retained at year three.

Overall, and across all Walden doctoral programs, 20% of students admitted in academic cohort years 2008 through 2010 complete their program in seven (7) years or less. Walden's institutional doctoral completion rates include those students who complete at least one year of their program. OHE requested graduation data, based on tracks or specialization in order to compare with Walden's published time to completion as reflected on program data pages.¹²⁶ This is important information to reference, provided the number of student complaints regarding time to completion, including those related to advertising and program withdrawal.

¹²² Minimum time to completion as published on Walden's program information pages; program length as published on Walden's program data pages.

¹²³ See Part Two, *Walden University Background* for program enrollment information.

¹²⁴ Programs with fewer than 40 complaints were omitted.

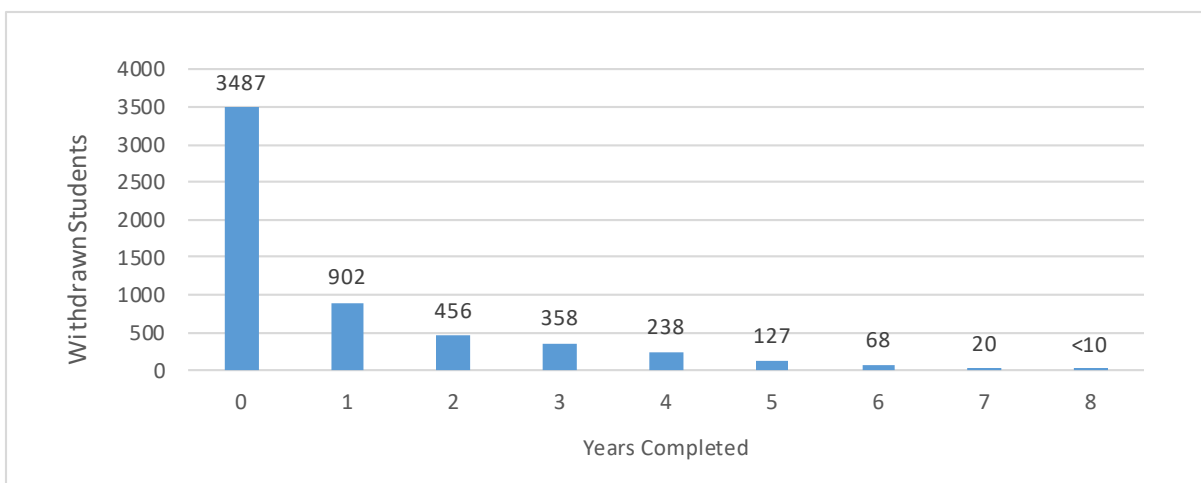
¹²⁵ Students are defined as those who completed one academic term.

¹²⁶ https://www.waldenu.edu/programdata?comm_code=4111330&ga=2.220603423.624013227.1503941070-254177747.1500309128

2.3.1 Doctor of Business Administration

A total of 9,015 students began Walden's Doctor of Business Administration (DBA) program between fall 2008 and fall 2017.¹²⁷ Approximately 62% of students (N=5,662) withdrew -or were withdrawn- by Walden prior to completing their program, and the majority of these students withdrew -or were withdrawn- prior to reaching the first year (N=3,487, 61% of all who withdrew; See Figure 10). In other words, 39% of DBA students do not progress past the first year. Data provided did not differentiate those students who were administratively withdrawn by Walden from those who withdrew on their own.

Figure 10. Withdrawn DBA Students by Years of Program Completed



Since fall 2008, a total of 733 students have completed Walden's DBA program.¹²⁸ Of those who completed the program, 70% (N=515) do so within 56 months, which is the published time to completion.¹²⁹ Minimum published program length is 40 months, or 3.3 years and 32% (N=235) of graduates complete within this time. See Figure 11 and Figure 12 for length of time in years and months, respectively, for students who have completed the DBA program since fall 2008.¹³⁰

¹²⁷ Source: Walden, Doctoral Students First Enrolled Fall 2008 – Fall 2017 FINAL.xlsx. Note: Only those who entered and remained in the DBA program are used in this calculation; this excludes those with status of: transfers and re-enrolled/graduated/still enrolled and /withdrawn. This source is used for all enrollment data presented.

¹²⁸ Those students admitted after fall 2008, as of fall 2017. Please note that students who were admitted prior to fall 2008 and completed their program between 2008-fall 2017 would not be included in this calculation. Therefore, students who took longer than eight (8) years to complete the program would not be included, as the data provided only included those admitted fall 2008 (and beyond) and who graduated by fall 2017.

¹²⁹ <http://programdata.waldenu.edu/Doctor-BusAdmin/doctor-of-business-administration.html>

¹³⁰ Total years complete; the lower of the two whole numbers would represent those who complete between two whole numbers. For example, those who complete in 3 years, 11 months, would be captured in the three-year category.

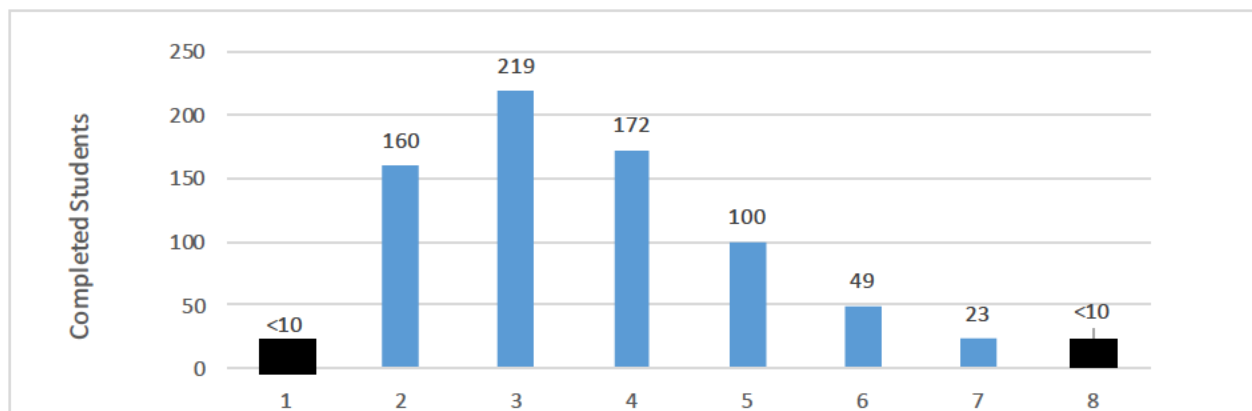
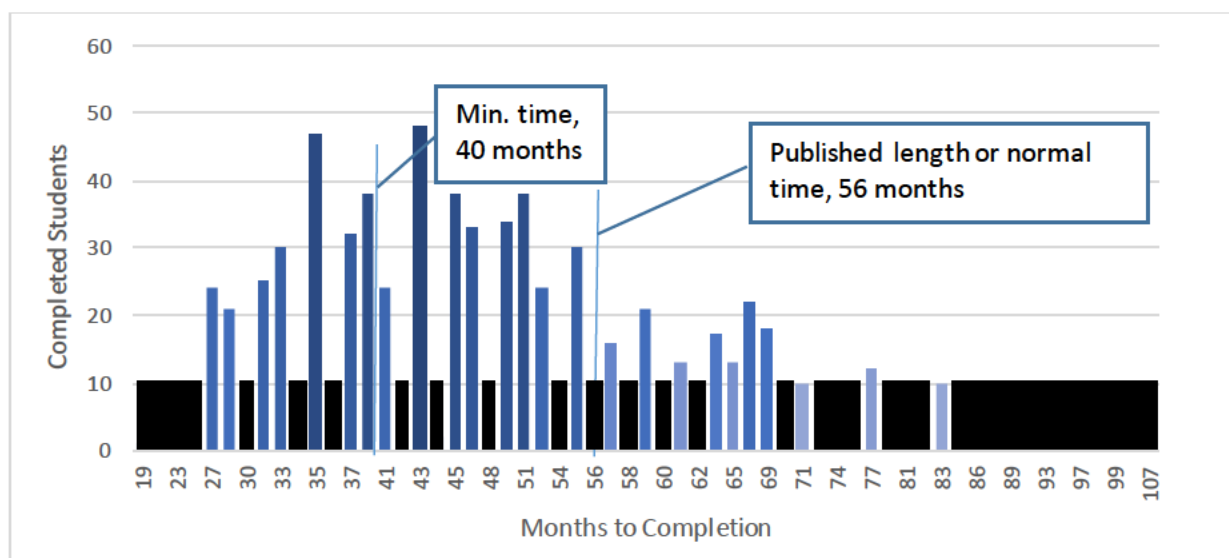
Figure 11. DBA Students Years to Completion**Figure 12. DBA Students Months to Completion¹³¹**

Figure 13 represents the program status for those students who were retained at (or made it to) year one.¹³² For cohorts admitted since 2008, and of those students retained at year one, 14% completed, 43% are still enrolled, and 43% withdrew or were withdrawn by Walden.

¹³¹ Not all months are displayed on the figure for ease in viewing.

¹³² Excludes 2008, which included 11 graduates, 3 still enrolled, and 40 withdrawn

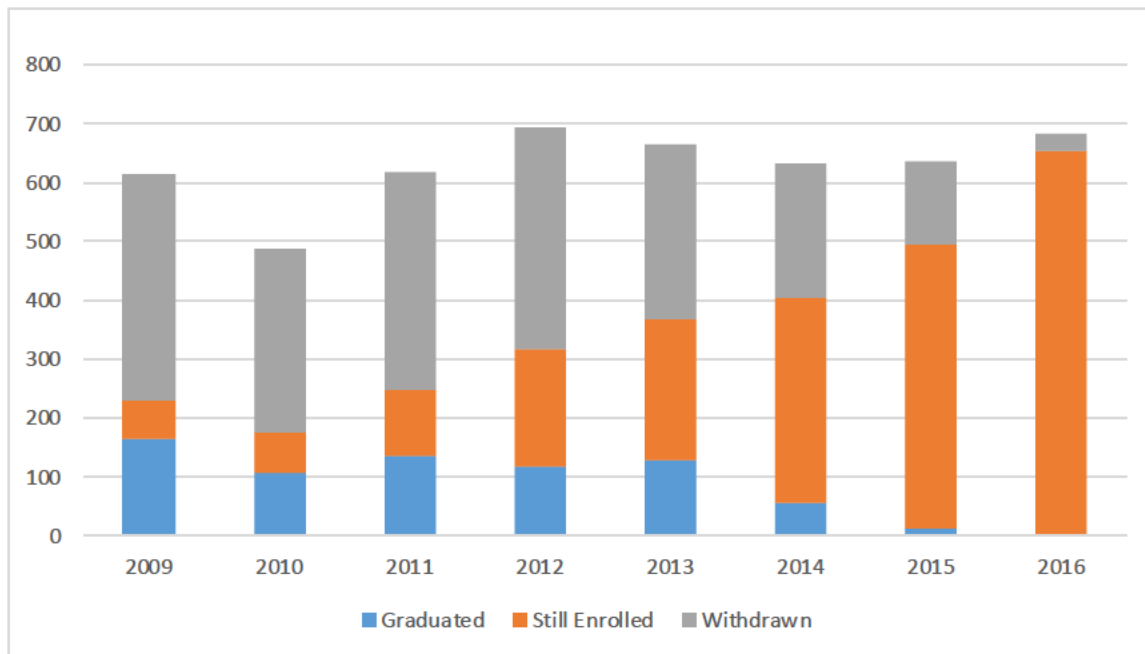
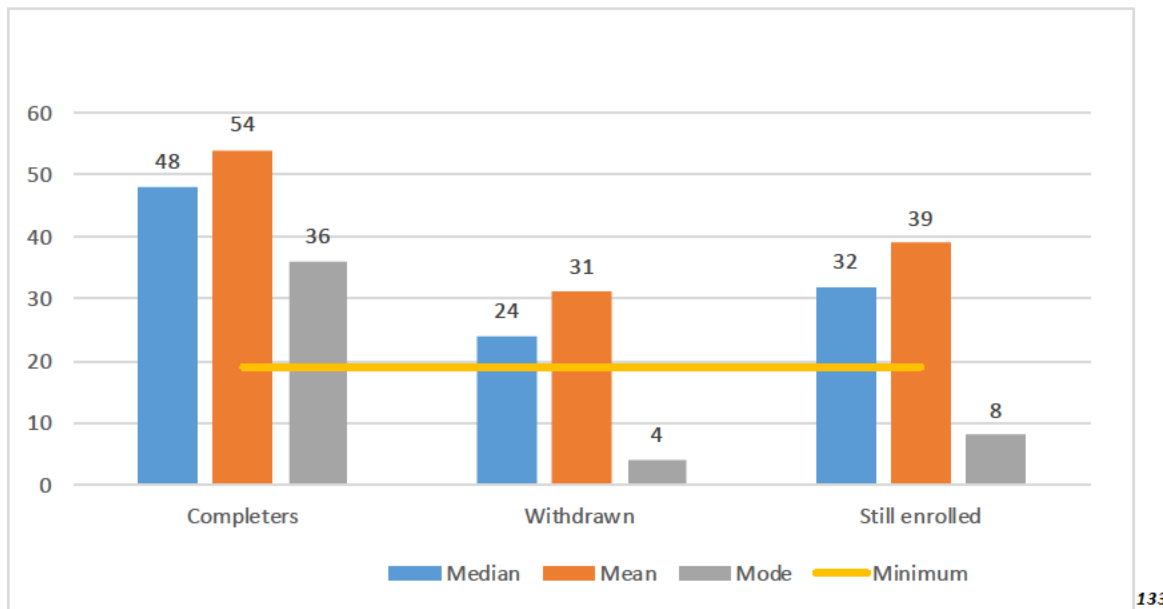
Figure 13. DBA Students, Status by Year of Program Start

Table 19 represents graduation rates for the DBA program, as provided by Walden; the percentages are cumulative. Walden only considers those students who are retained at one year in calculations of their graduation rates, which means that for the DBA program, 39% of the admitted students are not accounted for in these graduation rates.

Table 19. DBA Program Graduation Rates

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year
2008-09	395	0%	3%	10%	17%	19%	22%
2009-10	465	0%	5%	11%	17%	22%	
2010-11	505	0%	3%	9%	12%		
2011-12	552	0%	2%	9%			
2012-13	557	0%	4%				
2013-14	574	<1%					
2014-15	568						

The following Figure 14. DBA Average Capstone Credits Earned, By Program Status Figure 14 represents the average capstone (doctoral project) credits earned over the minimum required for students who have completed, withdrew, or are still enrolled in the DBA program. As shown, the average capstone credits earned for those who complete the DBA program is 54; the minimum required to complete the program is 19.

Figure 14. DBA Average Capstone Credits Earned, By Program Status

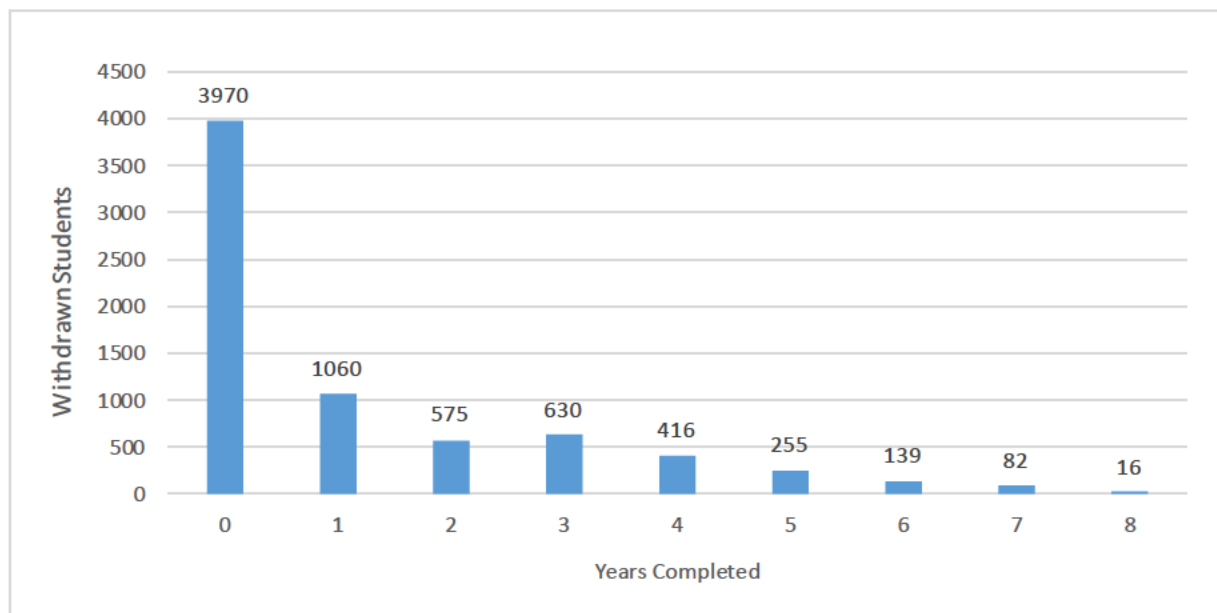
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2.3.2 Doctor of Education

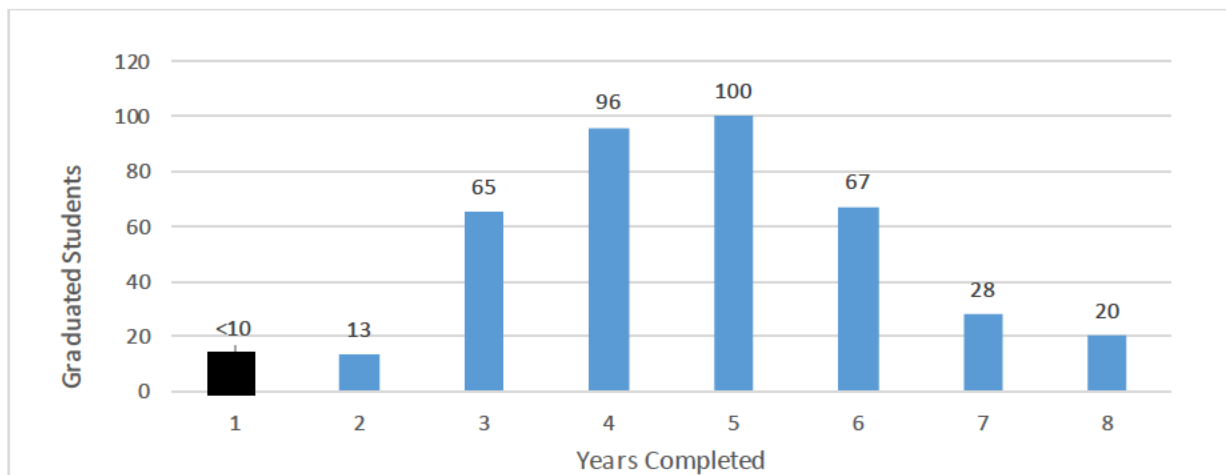
A total of 10,546 students began Walden's Doctor of Education (Ed.D.) program between fall 2008 and fall 2017.¹³⁴ Approximately 68% of students (N=7,143) withdrew -or were withdrawn- by Walden prior to completing their program, and the majority of these students withdrew -or were withdrawn- prior to reaching the first year (N=3,970, or 55%; see Figure 15). In other words, 38% of students who began the Ed.D. program did not progress past the first year. Data provided did not differentiate those students who were administratively withdrawn by Walden from those who withdrew on their own.

¹³³ The mode refers to the most frequently-occurring number in a set of numbers; the mean is the average when all numbers are added and divided by the number of numbers; and the median is the middle value in a set of numbers.

¹³⁴ Source: Walden, Doctoral Students First Enrolled Fall 2008 – Fall 2017 FINAL.xlsx. Note: Only those who entered and remained in the EdD program are used in this calculation; this excludes those with status of: transfers and re-enrolled/graduated/still enrolled and /withdrawn. This source is used for all enrollment data presented. Please note that students who were admitted prior to fall 2008, but completed during the years 2008-2017 would not be included in this calculation. Also note that students who took longer than eight (8) years to complete the program would not be included in this analysis, as the data provided only included those admitted fall 2008 and who graduated by fall 2017.

Figure 15. Withdrawn Ed.D. Students by Years of Program Completed

Since fall of 2008, a total of 938 students have completed Walden's Ed.D. program. Of those who completed the program, 453 (48%) complete within 56 months, the published program length.¹³⁵ Minimum published program length is 2.75 years, or 33 months¹³⁶, and twelve students completed within this time. See below for length of time in years (Figure 16) and months (Figure 17) for students who have completed the DBA program since fall 2008.¹³⁷

Figure 16. Ed.D. Students, by Years to Completion

¹³⁵ http://programdata.waldenu.edu/Doctor_Educ_CIA/doctor-of-education-curriculum-instruction-assessment.html
 Program length of 56 months is published for all Ed.D. specializations.

¹³⁶ <https://www.waldenu.edu/doctoral/doctor-of-education/tuition-fees>

¹³⁷ Total years complete; those who complete between two whole numbers would be represented by the lower of the two whole numbers. For example, those who complete in 3 years, 11 months, would be captured in the three year category.

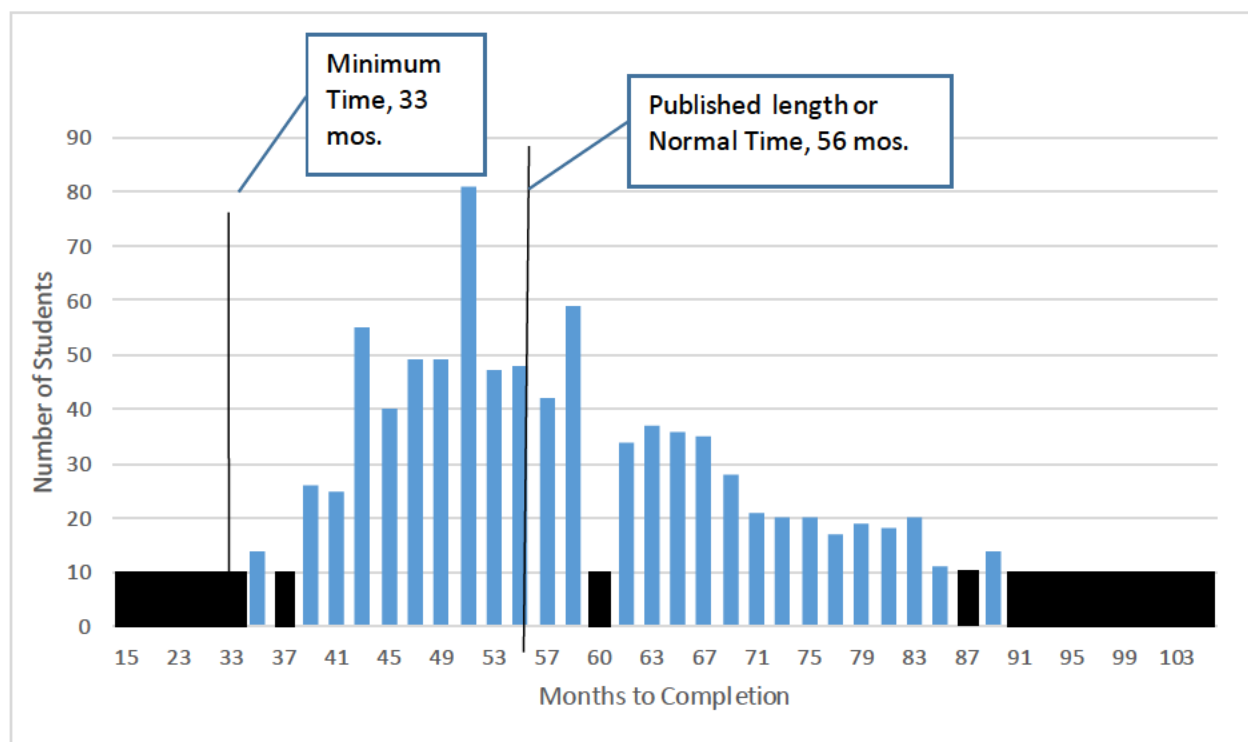
Figure 17. Completed Ed.D. Students by Months to Completion¹³⁸

Figure 18 represents the program status for those students who were retained at year one (excludes 2008, given a full year not reported). For all cohorts admitted since 2008, and of those students retained at year one, 15% completed, 33% are still enrolled, and 51% withdrew or were withdrawn by Walden.

¹³⁸ Not all months are shown on figure for ease in viewing.

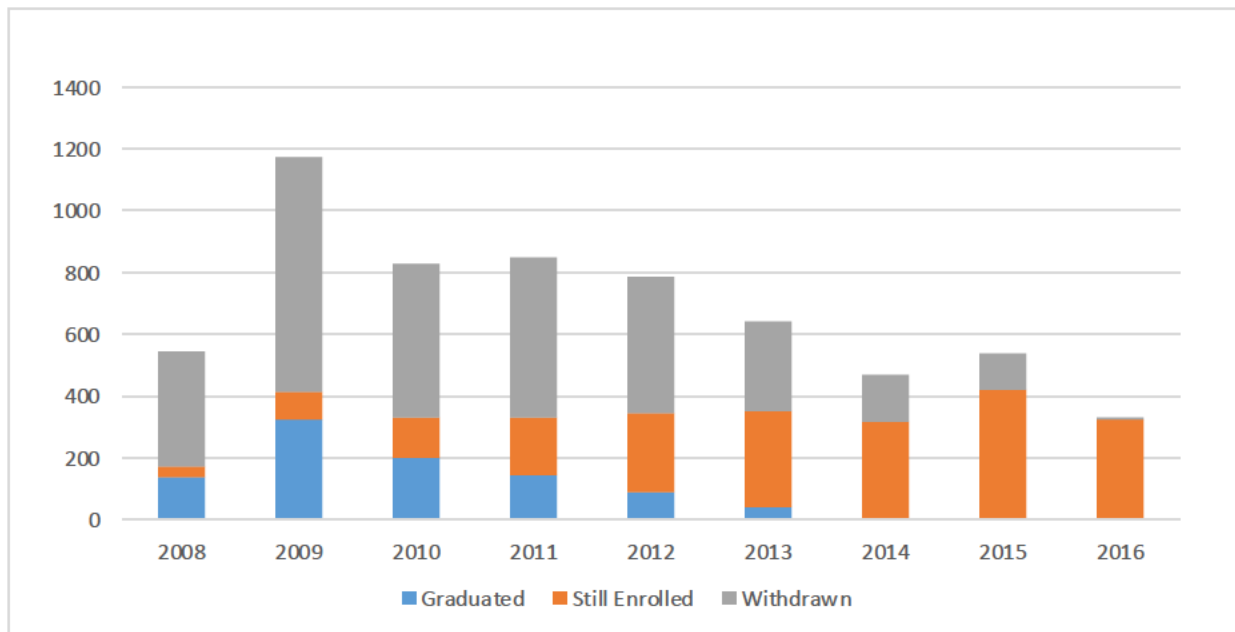
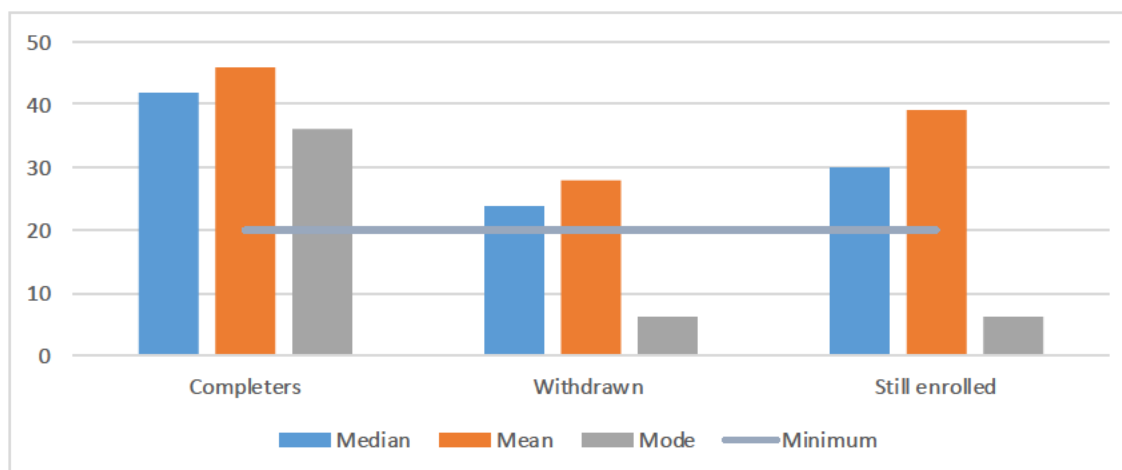
Figure 18. Ed.D. Students, Status by Year of Program Start

Table 20 represents graduation rates for the Ed.D. program, as provided by Walden; the percentages are cumulative. Walden only considers those students who are retained at one year in calculations of their graduation rates, which means that for the Ed.D. program, 39% of the admitted students are not accounted for in these graduation rates.

Table 20. Ed.D. Program Graduation Rates

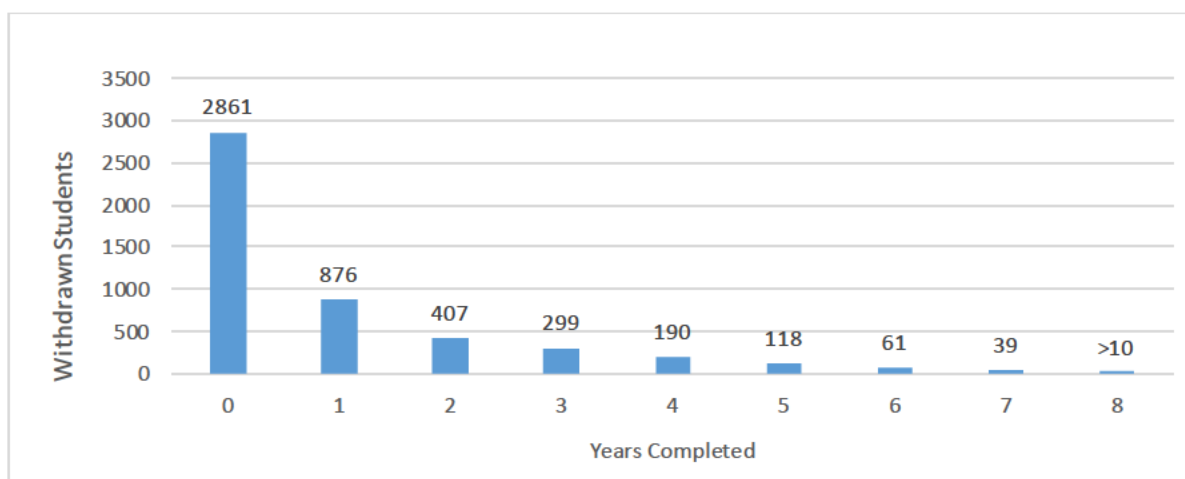
Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year
2008-09	1241	0%	0.4%	5%	14%	19%	23%
2009-10	872	0%	<1%	5%	13%	19%	
2010-11	774	0%	<1%	6%	13%		
2011-12	617	>1%	1%	6%			
2012-13	645	>1%	>1%				
2013-14	478	0%					
2014-15	476						

The following graph represents the average capstone (dissertation) credits earned over the minimum required for students who have completed, withdrew, or are still enrolled in the Ed.D. program. As shown (Figure 19), the average capstone credits earned for those who complete the Ed.D. program is 42; the minimum required to complete the program is 20.

Figure 19. Ed.D. Average Capstone Credits Earned, By Program Status

2.3.3 Ph.D. in Psychology

A total of 7,133 students began Walden's Ph.D. in Psychology program between fall 2008 and fall 2017.¹³⁹ Approximately 68% of students (N=4,858) withdrew -or were withdrawn- by Walden prior to completing their program, and the majority of these students (58% of those who withdrew/were withdrawn; N=2,861) were withdrawn or withdrew prior to reaching their first year (see Figure 20). In other words 40% of the students who began the Ph.D. in Psychology program did not progress past year one from program start date.¹⁴⁰

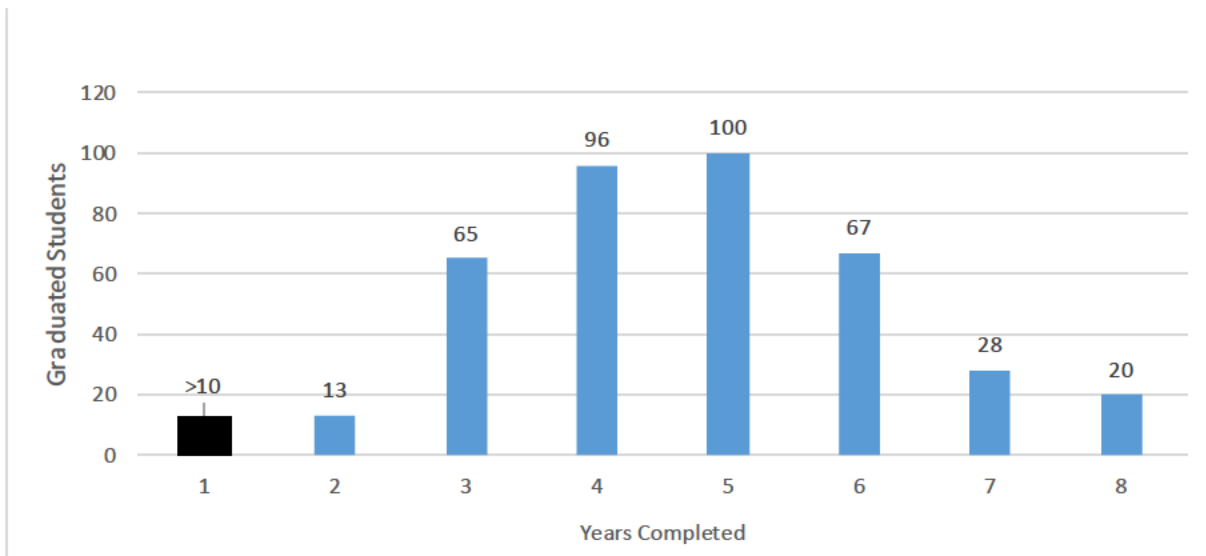
Figure 20. Withdrawn Ph.D. Psychology Students by Years of Program Completed

¹³⁹ Source: Walden, Doctoral Students First Enrolled Fall 2008 – Fall 2017 FINAL.xlsx. Note: Only those who entered and remained in the PhD Psychology program are used in this calculation; this excludes those with status of: transfers and re-enrolled/graduated/still enrolled and /withdrawn. This source is used for all enrollment data presented.

¹⁴⁰ Status of withdrawn; Note: Only those who entered and remained in the Ph.D. in Psychology program are used in this calculation; this excludes transfers and those who withdrew and were re-admitted.

Since fall of 2008, a total of 391 students have completed the Ph.D. in psychology program.¹⁴¹ Published program length for the licensure specialty is 7.1 years and for the non-licensure specialty, 5.5 years. Due to limitations in the data, OHE was unable to calculate completion rates based on these two specialty areas. For reference, the minimum program length for the non-licensure specialization is 3.25 years (39 months) and five years for licensure specialization. See Figure 21 for number of years completed for Ph.D. in Psychology students.

Figure 21. Ph.D. Psychology Students, Years to Completion¹⁴²



¹⁴¹ Those students admitted after fall 2008, as of fall 2017. Please note that students who were admitted prior to fall 2008 and completed their program between 2008-fall 2017 would not be included in this calculation. Therefore, students who took longer than eight (8) years to complete the program would not be included, as the data provided only included those admitted fall 2008 (and beyond) and who graduated by fall 2017.

¹⁴² Total years complete; those who complete between two whole numbers would be represented by the lower of the two whole numbers. For example, those who complete in 3 years, 11 months, would be captured in the three year category.

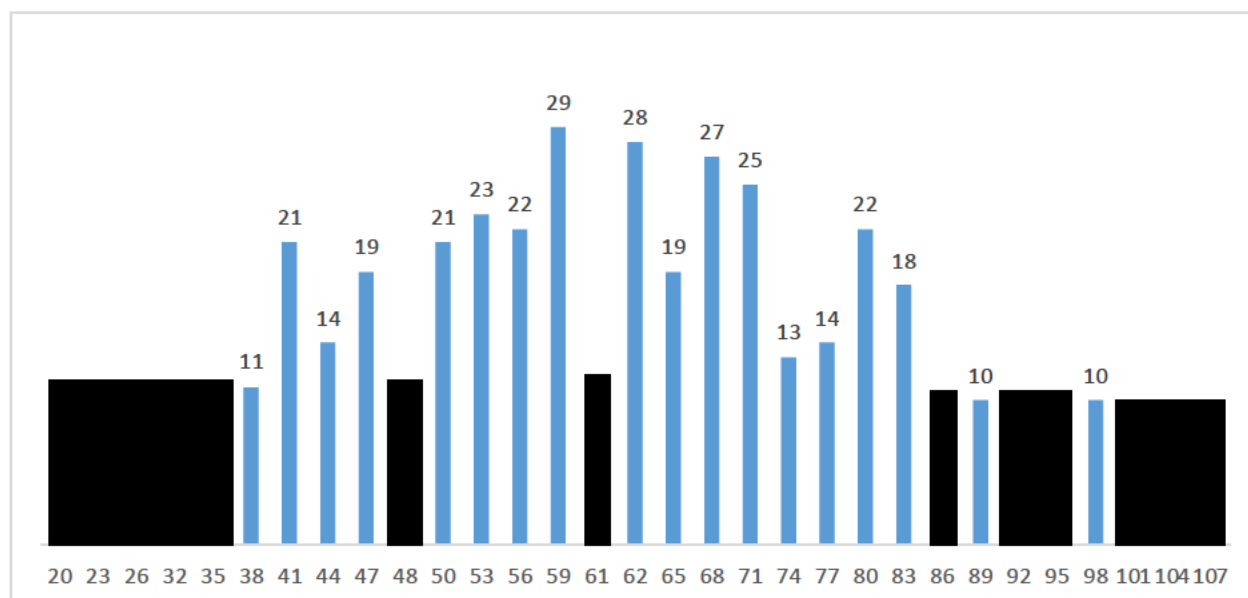
Figure 22. Ph.D. Psychology Students, Months to Completion¹⁴³

Figure 23 represents the program status for those students who were retained at year one (2008 is partial data as only fall included). For all cohorts admitted since 2008, and of those students retained at year one, 10% completed, 42% are still enrolled, and 49% withdrew or were withdrawn by Walden.

Figure 23. Ph.D. in Psychology, Status by Year of Program Start

¹⁴³ Program length and minimum times to completion are not noted on the graph as data supplied did not categorize Ph.D. Psychology students by specialization (licensure or non-licensure). Not all months are listed in the figure for ease in viewing.

Table 21 represents graduation rates for the Ph.D. in Psychology program, as provided by Walden; the percentages are cumulative. Walden only considers those students who are retained at one year in calculations of their graduation rates, which means that for the Ph.D. in Psychology program, 40% of the admitted students are not accounted for in these graduation rates.

Table 21. Ph.D. Psychology Students, Graduation Rates by Specialization

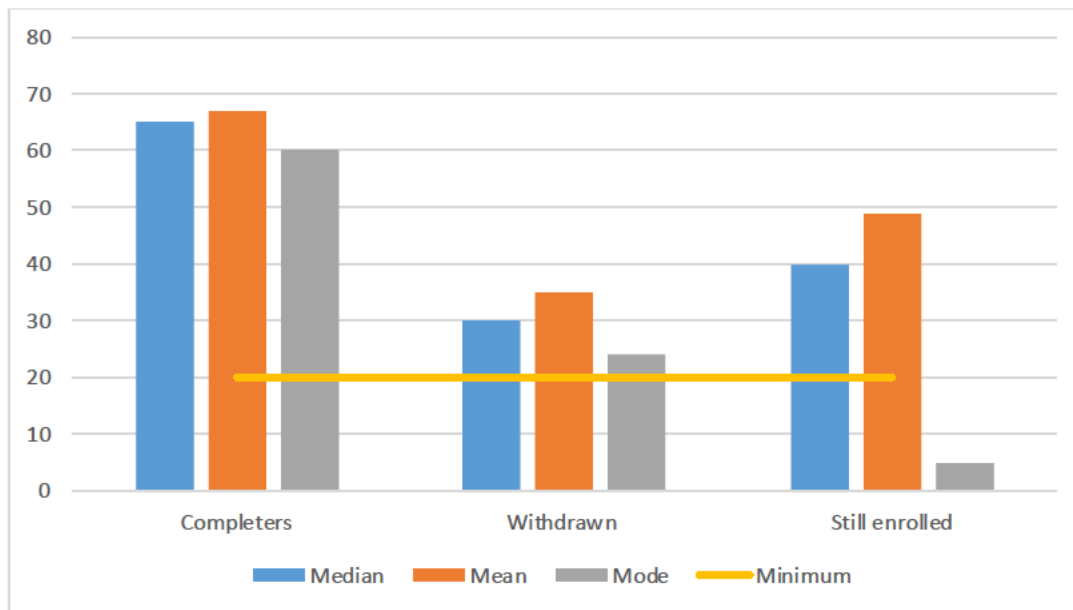
Licensure Specialization:

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	279	0%	0%	1%	5%	8%	13%	15%
2009-10	238	0%	0%	>1%	3%	7%	10%	
2010-11	182	0%	0%	1%	4%	8%		
2011-12	136	0%	0%	0%	2%			
2012-13	94	0%	1%	6%				
2013-14	67	0%	0%					
2014-15	87	0%						

Non-Licensure Specialization:

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	465	0%	1%	4%	9%	14%	19%	20%
2009-10	375	0%	1%	3%	6%	12%	14%	
2010-11	285	0%	1%	3%	6%	11%		
2011-12	281	0%	>1%	2%	6%			
2012-13	299	0%	1%	3%				
2013-14	265	1%	1%					
2014-15	265	>1%						

Figure 24 represents the average capstone (doctoral project) credits earned over the minimum required for students who have completed, withdrew, or are still enrolled in the Ph.D. in Psychology program. As shown, the average capstone credits earned for those who complete the Ph.D. in Psychology program is 65; the minimum required to complete the program is 20.

Figure 24. Ph.D. Psychology Average Capstone Credits Earned, By Program Status

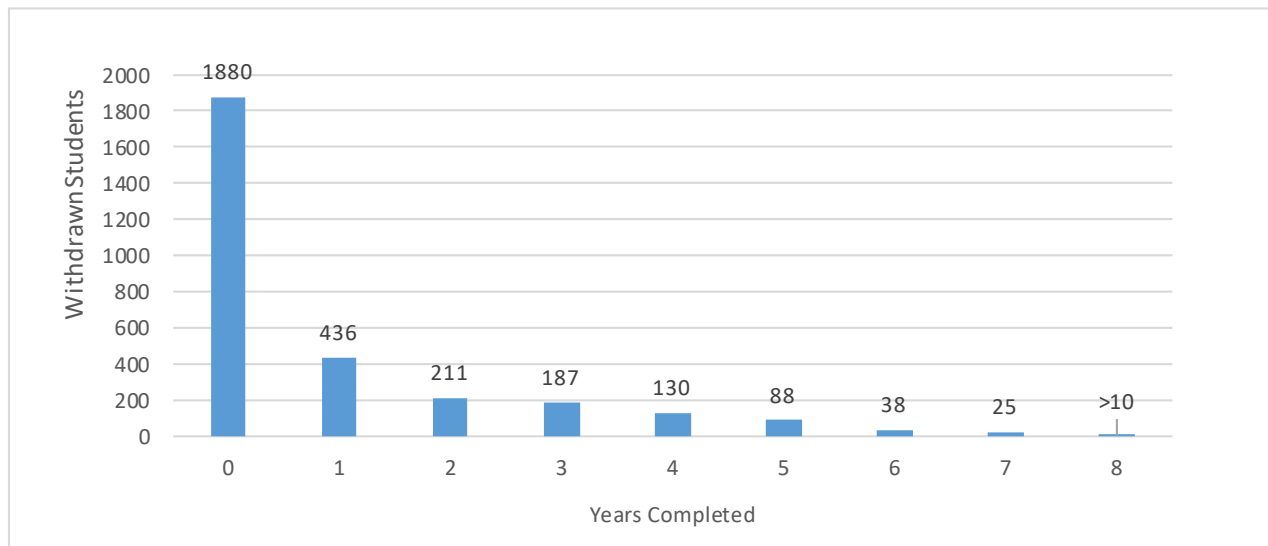
2.3.4 Ph.D. in Public Policy

A total of 4,847 students began Walden's Ph.D. in Public Policy program between fall 2008 and fall 2017.¹⁴⁴ Approximately 62% of students¹⁴⁵ (N= 3,002) withdrew -or were withdrawn- by Walden prior to completing their program, and the majority of these students withdrew -or were withdrawn- prior to reaching the first year (N=1,880 or 39% of those who withdrew/were withdrawn; see Figure 25). In other words, 39% of the students who began the Ph.D. in Public Policy program did not progress past year one from date of admission.¹⁴⁶ Data provided did not differentiate those students who were administratively withdrawn by Walden from those who withdrew on their own.

¹⁴⁴ Source: Walden, Doctoral Students First Enrolled Fall 2008 – Fall 2017 FINAL.xlsx. Note: Only those who entered and remained in the Ph.D. in Public Policy program are used in this calculation; this excludes those with status of: transfers and re-enrolled/graduated /still enrolled and /withdrawn. This source is used for all enrollment data presented. The Program Name 2 filter keeps PhD in Public Policy and Administration, PhD in Public Policy and Administration - Course Based and PhD in Public Policy and Administration - KAM Based.

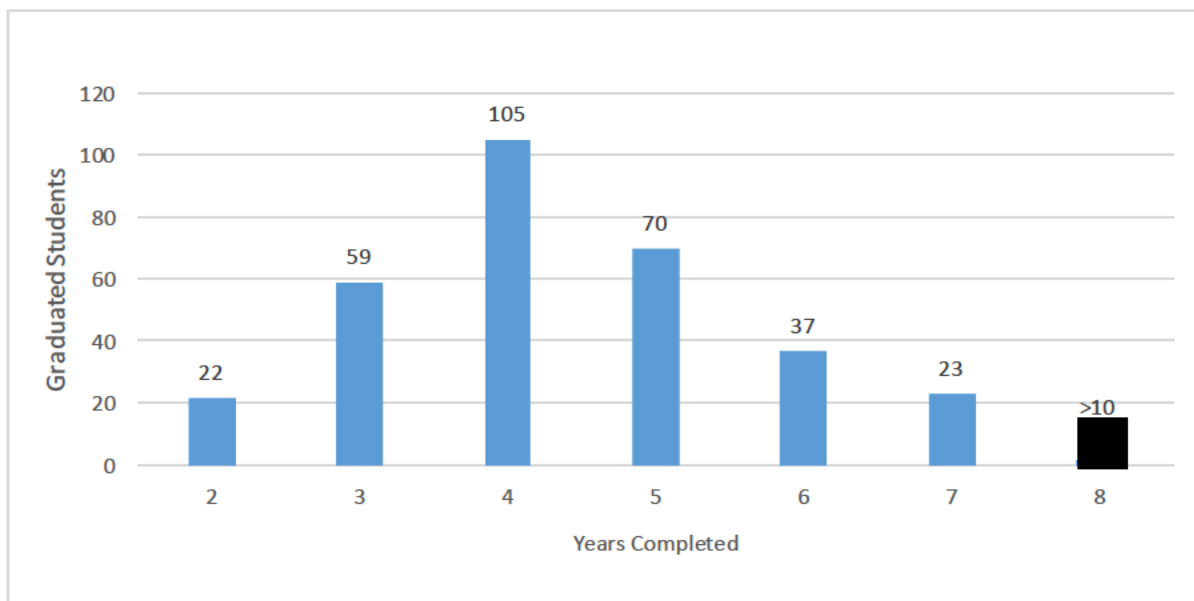
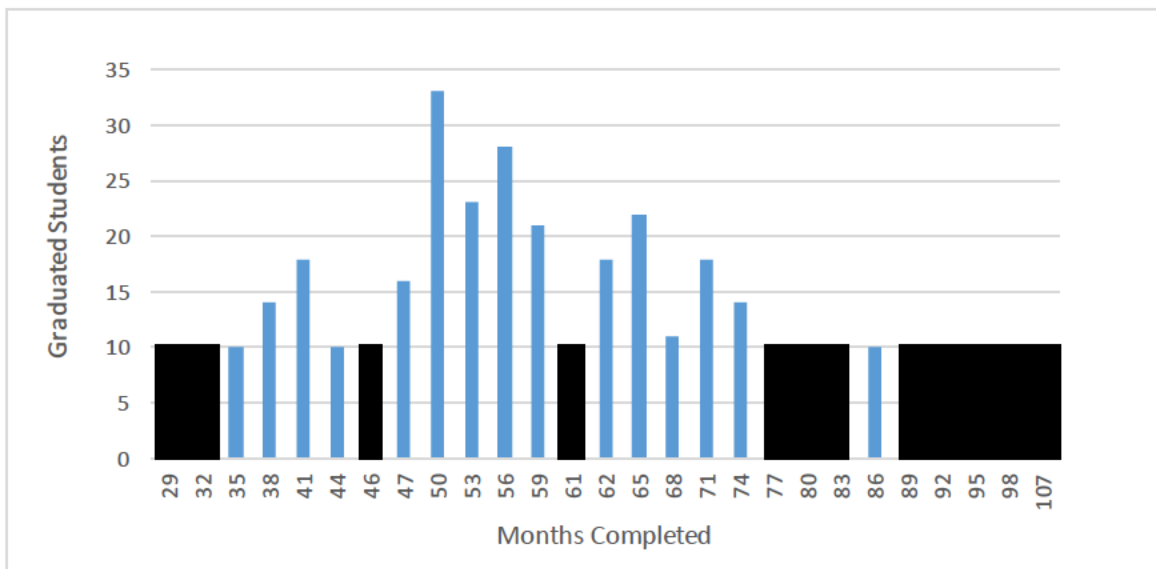
¹⁴⁵ Status of withdrawn; Note: Only those who entered and remained in the Ph.D. in Public Policy program are used in this calculation; this excludes transfers and those who withdrew and were re-admitted.

¹⁴⁶ Status of withdrawn; Note: Only those who entered and remained in the Ph.D. in Public Policy program are used in this calculation; this excludes transfers and those who withdrew and were re-admitted.

Figure 25. Withdrawn Ph.D. in Public Policy Students by Year of Program Completed

Since fall of 2008, a total of 318 students have completed the Ph.D. in Public Policy program. There are differing program lengths depending on modality (KAM) and track (course-based; related to type of master's degree held). Published program length for KAM students is six years, for track one (course-based) 6.1 years, and for track two (course-based) 4.7 years. Data provided does not distinguish graduated students by track one or track two. Of KAM students who completed (N=65), the majority (86%) complete the program in six years or less. The next charts show length of time in years (Figure 26) and months (Figure 27) for students who have completed the Ph.D. in Public Policy program since fall 2008.¹⁴⁷

¹⁴⁷ Total years complete; the lower of the two whole numbers would represent those who complete between two whole numbers. For example, those who complete in 3 years, 11 months, would be captured in the three-year category.

Figure 26. Ph.D. Public Policy Years to Completion¹⁴⁸**Figure 27. Ph.D. Public Policy Students Months to Completion**¹⁴⁹

¹⁴⁸ Total years complete; those who complete between two whole numbers would be represented by the lower of the two whole numbers. For example, those who complete in 3 years, 11 months, would be captured in the three year category. Please note that students who were admitted prior to fall 2008, but completed during the years 2008-2016 would not be included in this calculation. Also note that students who took longer than eight (8) years to complete the program would not be included in this analysis, as the data provided only included those admitted fall 2008 and who graduated by fall 2017.

¹⁴⁹ Minimum published and program length to completion are not noted on the graph as data supplied did not categorize Ph.D. Public Policy students by route (KAM vs. Course-based).

Figure 28 represents the program status for those students who were retained at year one (note 2008 includes fall data only). For all cohorts, and of those students retained at year one, 11% completed, 48% are still enrolled, and 40% withdrew.

Figure 28. Ph.D. Public Policy, Status by Year of Program Start, Students Retained at Year One

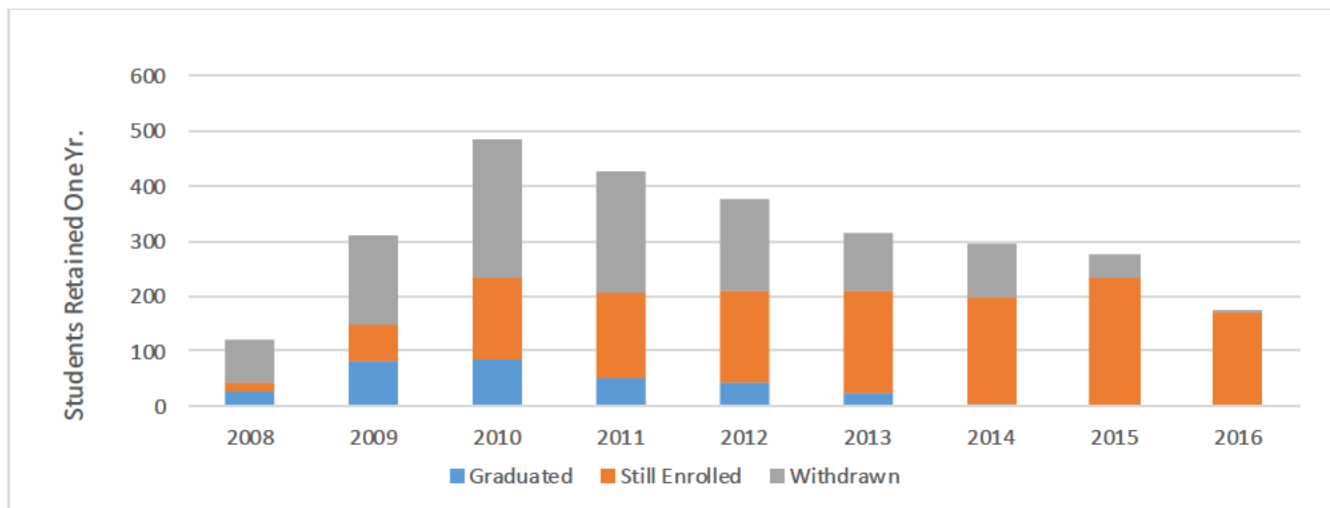


Table 22 represents graduation rates for the Ph.D. in Public Policy program, as provided by Walden; the percentages are cumulative. Walden only considers those students who are retained at one year in calculations of their graduation rates, which means that for the Ph.D. in Public Policy program, 39% of the admitted students are not accounted for in these graduation rates.

Table 22. Ph.D. Public Policy Graduation Rates, by Track

KAM program:

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	190	0%	2%	3%	13%	19%	24%	26%
2009-10	27	0%	0%	0%	7%	15%	15%	
2010-11	24	0%	0%	0%	4%	4%		
2011-12	21	0%	0%	0%	0%			
2012-13	KAM based program no longer offered.							
2013-14								
2014-15								

Track 1, Course-based (students hold masters not specified in track 2):

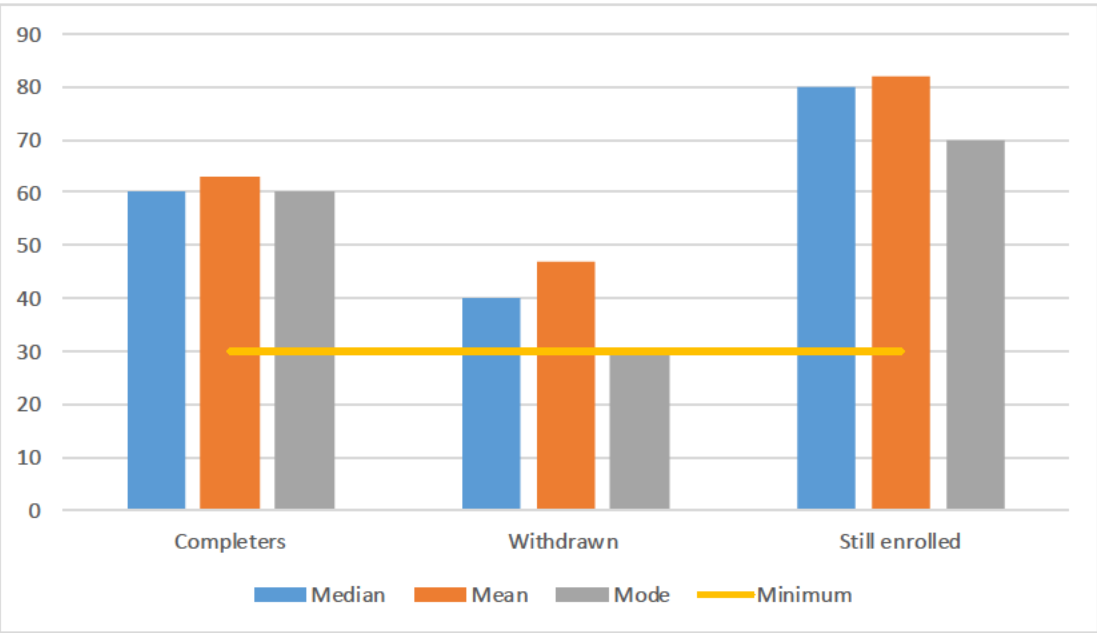
Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	No course based program offered.							
2009-10	267	0.4%	1%	4%	11%	18%	20%	
2010-11	245	0%	>1%	2%	8%	11%		
2011-12	254	0%	1%	4%	8%			
2012-13	216	0%	>1%	2%				
2013-14	212	0%	0%					
2014-15	157	0%						

Track 2, Course-based (holds MPA or MS NPML from Walden, MPP or MPA from another university):

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	No course based program offered.							
2009-10	105	0%	2%	9%	14%	20%	21%	
2010-11	108	0%	0%	4%	6%	8%		
2011-12	79	0%	4%	10%	11%			
2012-13	78	0%	4%	4%				
2013-14	82	0%	1%					
2014-15	80	0%						

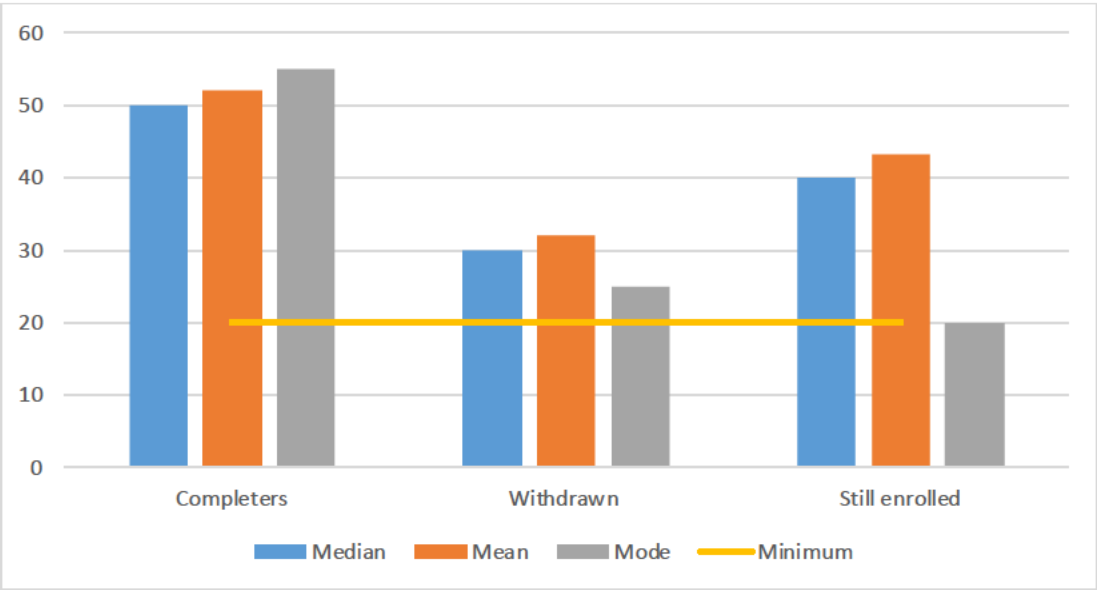
Figure 30 represents the average capstone (doctoral project) credits earned over the minimum required for students who have completed, withdrew, or are still enrolled in the Ph.D. in Public Policy program (course and KAM are shown in separate figures). As shown in Figure 29, the average capstone credits earned for those who complete the Ph.D. in Public Policy KAM-based program is 60; the minimum is 30.

Figure 29. Ph.D. Public Policy (KAM) Average Capstone Credits Earned, By Program Status



As shown, the average capstone credits earned for those who complete the Ph.D. in Public Policy course-based program is 50; the minimum required to complete the program is 20.

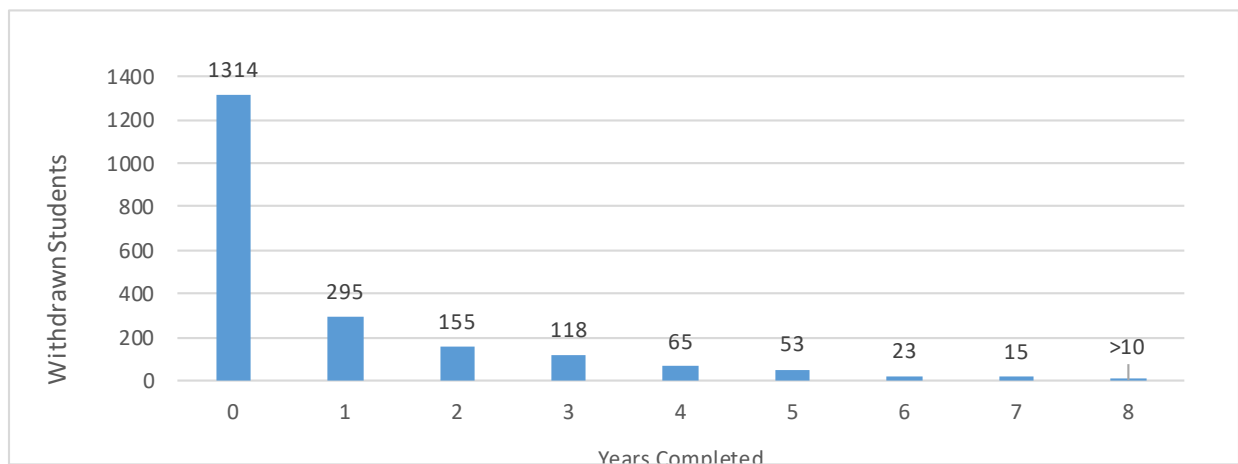
Figure 30. Ph.D. Public Policy (Course) Average Capstone Credits Earned, By Program Status



2.3.5 Ph.D. in Management

A total of 3,159 students began Walden's Ph.D. in Management program between fall 2008 and fall 2017.¹⁵⁰ Approximately 65% of students (N= 2,040) withdrew -or were withdrawn- by Walden prior to completing their program, and the majority of these students withdrew -or were withdrawn- prior to reaching the first year (N=1,314 or 64% of those who withdrew/were withdrawn; See Figure 31 below). In other words, 42% of the students who began the Ph.D. in Psychology program did not progress past year one from date of admission.¹⁵¹ Data provided did not differentiate those students who were administratively withdrawn by Walden from those who withdrew on their own.

Figure 31. Withdrawn Ph.D. in Management Students by Years of Program Complete



Since fall 2008, a total of 190 students completed Walden's Ph.D. in Management program.¹⁵² Of those who completed the program, 65% (N=123) do so within three and five years (N=123). Published program length for the KAM program is six years, and for the course-based program, 4.8 years. Of KAM students who completed (N=116), the majority (78%) complete the program in six years or less.¹⁵³ The following charts show length of time in years (Figure 32) and months (Figure 33) for students who have completed the Ph.D. in Management program since fall 2008.¹⁵⁴

¹⁵⁰ Note: Only those who entered and remained in the Ph.D. in Management are used in this calculation; this excludes transfers and those who withdrew and were re-admitted. The data is filtered on Program Name 2, which keeps PhD in Management, PhD in Management - Course Based and PhD in Management - KAM Based.

¹⁵¹ Status of withdrawn; Note: Only those who entered and remained in the Ph.D. in Psychology program are used in this calculation; this excludes transfers and those who withdrew and were re-admitted.

¹⁵² Students with program: Ph.D. in Management, Ph.D. in Management KAM, and Ph.D. Management COURSE

¹⁵³ Please note that students who were admitted prior to fall 2008, but completed during the years 2008-2016 would not be included in this calculation. Also note that students who took longer than eight (8) years to complete the program would not be included in this analysis, as the data provided only included those admitted fall 2008 and who graduated by fall 2017.

¹⁵⁴ Total years complete; the lower of the two whole numbers would represent those who complete between two whole numbers. For example, those who complete in 3 years, 11 months, would be captured in the three-year category.

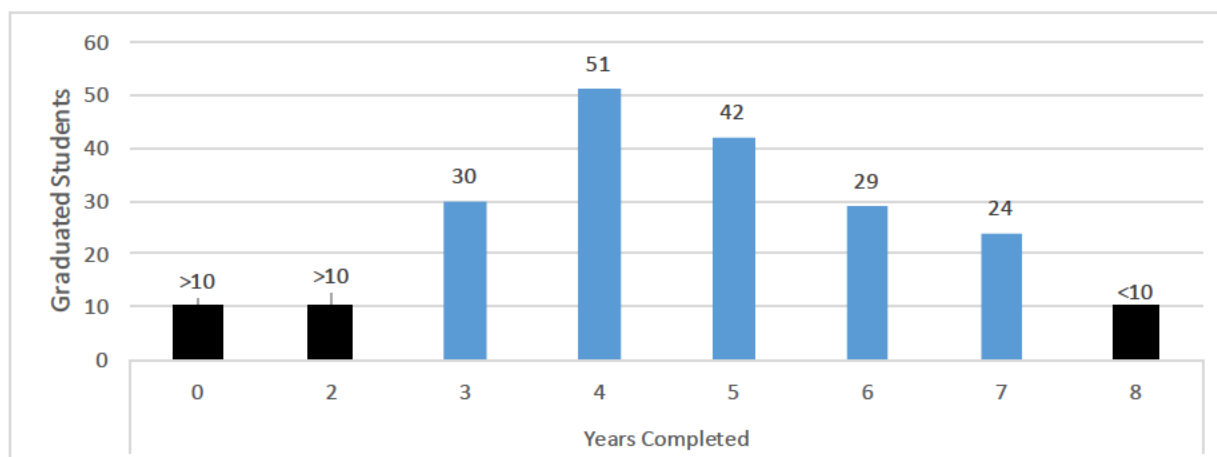
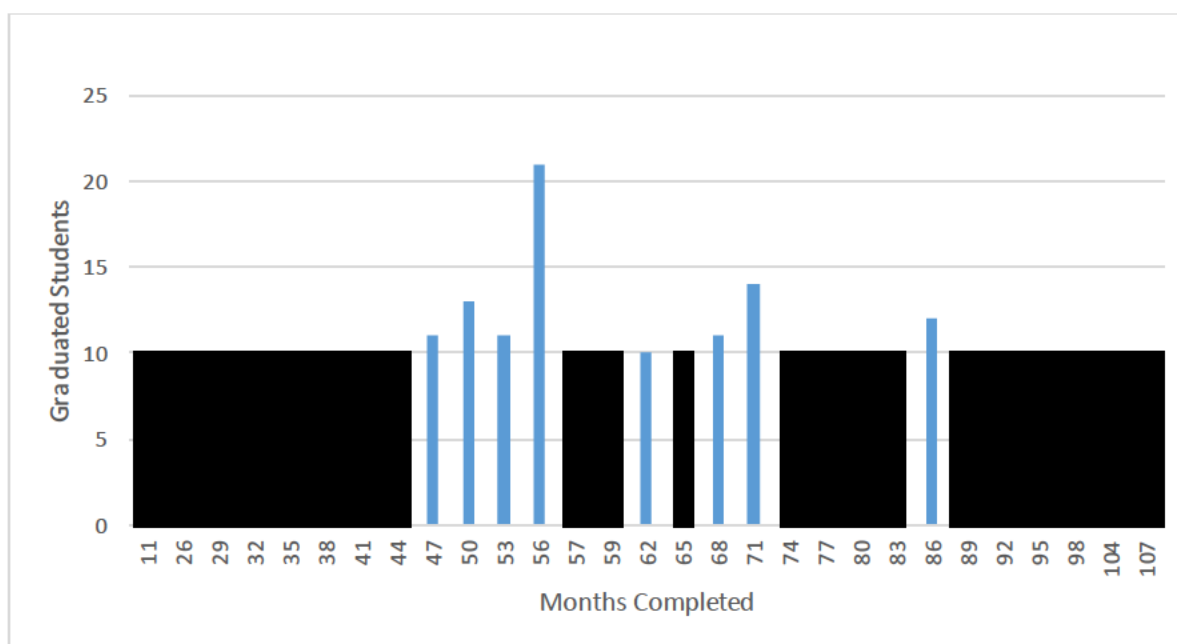
Figure 32. Ph.D. Management Students Years to Completion**Figure 33. Ph.D. Management Students Months to Completion¹⁵⁵**

Figure 34 represents the program status for those students who were retained at (or made it to) year one. For all cohorts admitted since 2008, and of those students retained at year one, 11% completed, 46% are still enrolled, and 43% withdrew or were withdrawn by Walden.

¹⁵⁵ Minimum published and program length times to completion are not noted on the graph as data supplied did not categorize Ph.D. Management students by route (KAM vs. Course-based).

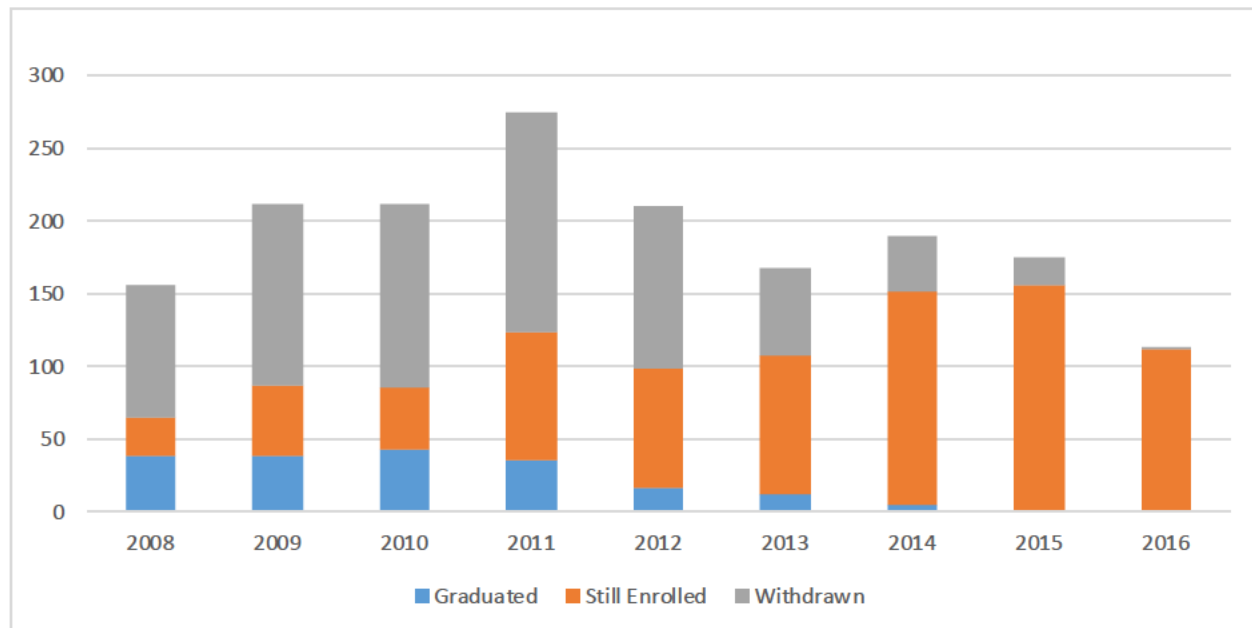
Figure 34. Ph.D. Management, Program Status by Year Admitted, Students Retained One Year

Table 23 represents graduation rates for the Ph.D. in Management program, as provided by Walden; the percentages are cumulative. Walden only considers those students who are retained at one year in calculations of their graduation rates, which means that for the Ph.D. in Management program, 42% of the admitted students are not accounted for in these graduation rates.

Table 23. Ph.D. Management, Graduation Rates, as Presented and Supplied by Walden¹⁵⁶**KAM Program:**

Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	232	0%	1%	3%	6%	10%	15%	19%
2009-10	167	0%	0%	3%	8%	13%	17%	
2010-11	71	0%	1%	3%	13%	20%		
2011-12	50	0%	0%	2%	8%			
2012-13	22	0%	5%	5%				
2013-14	27	0%	4%					
2014-15	>10	0%						

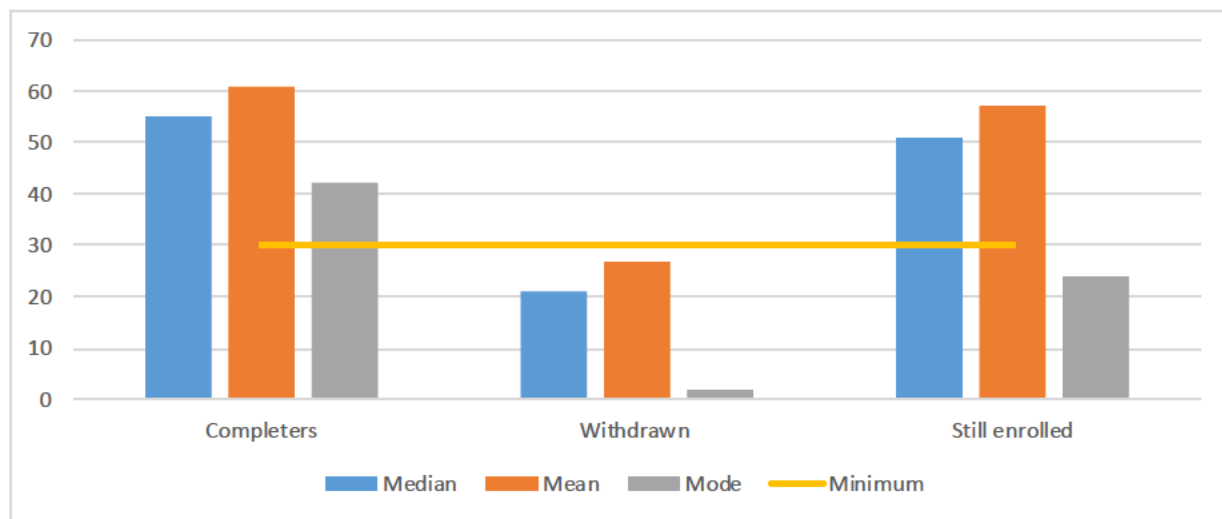
¹⁵⁶ Number in cohort are students retained through their first year

Course-Based Program:

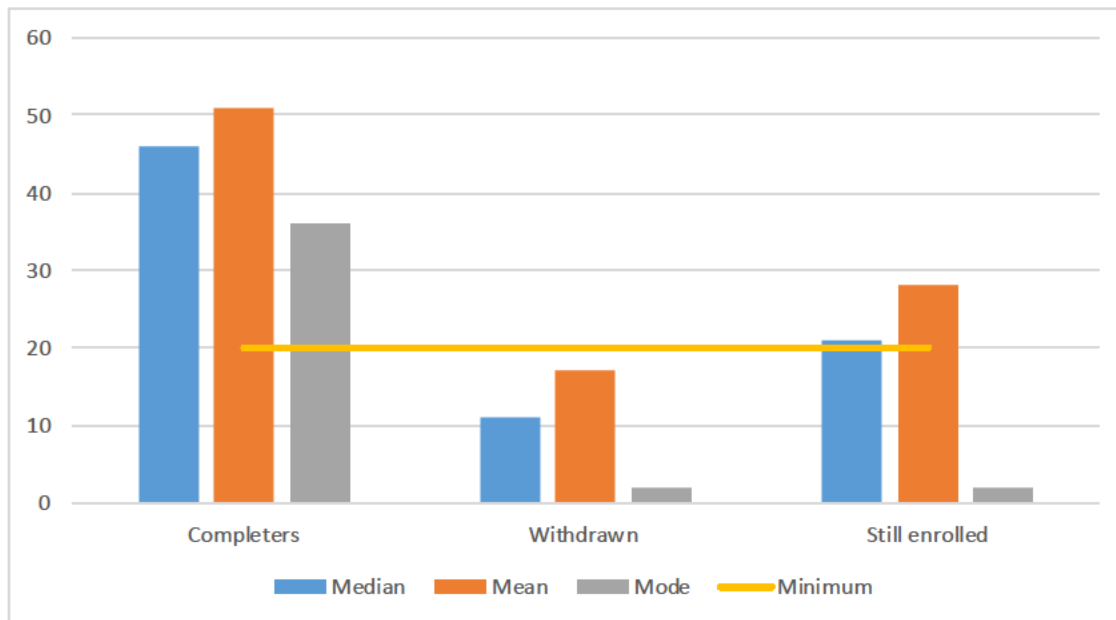
Academic Year Cohort	# in Cohort	2 Year	3 Year	4 Year	5 Year	6 year	7 Year	8 Year
2008-09	No course based program offered.							
2009-10	29	0%	0%	3%	7%	10%	10%	
2010-11	125	0%	1%	4%	8%	10%		
2011-12	172	0%	1%	2%	5%			
2012-13	117	0%	0%	0%				
2013-14	125	0%	0%					
2014-15	199	0%						

The following figures represent the average capstone (dissertation) credits earned over the minimum required for students who have completed, withdrawn, or are still enrolled in the Ph.D. in Management KAM-based (Figure 35) and course-based (Figure 36) programs. As shown below in Figure 35 the average capstone credits earned for those who complete the Ph.D. in Management KAM-based program is 55; the minimum required to complete the program is 30.

Figure 35. PhD Management (KAM), Average Capstone Credits, By Program Status



As shown, the average capstone credits earned for those who complete the Ph.D. in Management course-based program is 46; the minimum required to complete the program is 20.

Figure 36. PhD Management (Course), Average Capstone Credits, By Program Status

In summary, students complete more than the minimum number of capstone credits required for the degree. This can be attributed to a variety of reasons and may not, in and of itself, be problematic. Walden notes that earning more capstone credits than is required does not mean students are not making progress. The dissertation process requires students to engage in rigorous, high-level academic work which entails extensive research and original writing. Walden further notes that given the overwhelming number of students who are balancing family responsibilities and working full time, the idea that students will complete the dissertation within the minimum credits and time required is illogical.¹⁵⁷

In terms of completion time, each program had students who had completed the program in two years, 11 months or less (DBA=164; Ed.D.= 15; Ph.D. Psychology= 14; Ph.D. Public Policy 22; Ph.D. Management=164). It is possible these students transferred in courses and/or enrolled in programs prior to 2008 and were re-admitted after fall 2008. Short of a full audit of these student records, OHE does not know the reasons for students completing a program in less than the minimum published program length. For reference, Walden has policies in place for maximum allowed transfer of credit as well as minimum years of enrollment.¹⁵⁸

¹⁵⁷ Walden communication to OHE 7/17/2018.

¹⁵⁸ Doctoral candidates must have min. two years enrollment at Walden University (2011-12 Student Handbook).

2.4. Walden's Faculty

Walden uses the term core faculty for those assigned to specific colleges and programs who engage in program initiatives and instructional activities for 50-100% of their professional time. Contributing faculty refers to part-time Walden faculty members who may also participate in activities related to administration and governance of their programs but whose primary focus is on instructional activities. The total faculty supporting doctoral programs for the 2015-2016 academic year falls somewhere between 884 and 1,017.¹⁵⁹

The following section presents information on faculty credentials, teaching load, and faculty turnover. Teaching load information includes courses taught, residencies attended, and KAMs assessed. Committee load was provided to OHE in a separate data file. For specific information related to faculty committee load, see Part Three: *Committee Member Roles and Responsibilities*.

2.4.1 Faculty Credentials

OHE reviewed 10% (via a random sample) of the curriculum vitae (CV) provided, by faculty program affiliation. CVs were reviewed in accordance with published policies on faculty credentials and experience. Specific policies regarding faculty qualifications are located in the Faculty Handbook (Jan., 2017) which states faculty members will have an earned doctorate in the field of study or a closely related field to teach graduate-level courses. Exceptions may be considered for contributing faculty in lieu of a doctorate for those with a master's degree and upon meeting one of at least three criteria (as outlined in the faculty handbook). Of the CVs reviewed, all but one had a doctoral degree; information for this faculty listed 30 quarter credit hours post-MA. Based on the CVs reviewed, Walden faculty experience and credentials are consistent with published Walden policies.

Walden lists faculty credentials and general availability to serve on dissertation and doctoral project committees in the Faculty Expertise Directory (FED)¹⁶⁰ located on a website. The Office for Student Research Administration (OSRA) website includes an Excel file that lists DBA and PhD Management faculty by name including methodology and content expertise.¹⁶¹ These listings designate faculty availability for assignment, but do not list faculty credentials.

2.4.2 Teaching Load

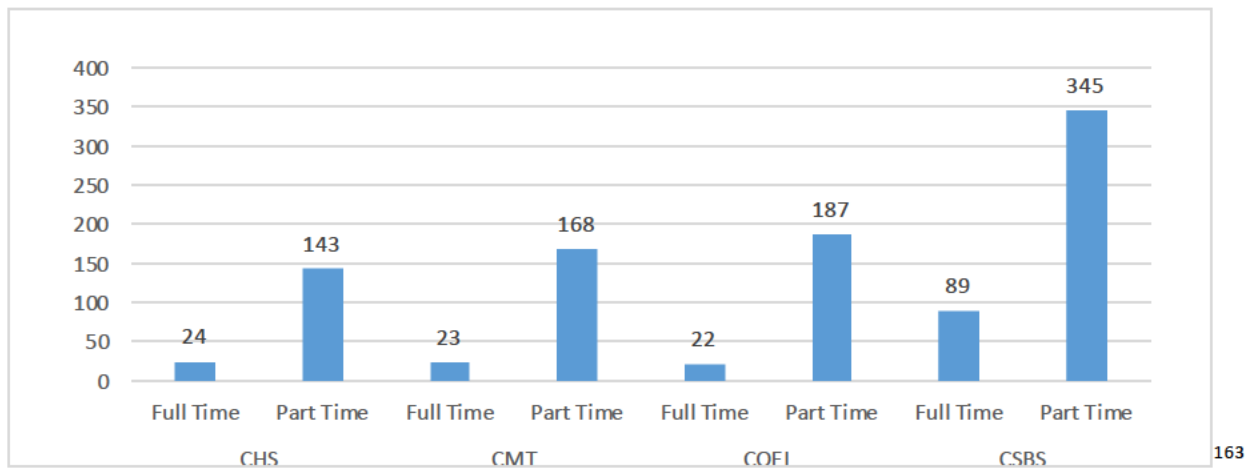
As a means to contextualize the information, a summary of faculty count (e.g., faculty who engaged in teaching a course, assessing a KAM, and/or attending a residency), by college, full and part-time status, was calculated.¹⁶² As shown in Figure 37, the College of Social and Behavioral Sciences (CSBS) has the greatest number of full and part time faculty compared to the other three colleges.

¹⁵⁹ According to Walden-supplied data for "Doctoral Faculty Teaching Loads" (Q11), total faculty for the 15-16 academic year was 1,017. According to "Doctoral Faculty Turnover" (Q12), total faculty for the 15-16 academic year was 884.

¹⁶⁰ <http://academicguides.waldenu.edu/researchcenter/resources/FED>

¹⁶¹ <http://academicguides.waldenu.edu/researchcenter/osra/dba>

¹⁶² Data extracted from Walden-supplied Q_11 Doctoral Faculty Teaching Loads (.xlsx file)

Figure 37. Walden Doctoral Faculty, By College, and Status

163

Walden supplied median faculty workload (the office assumed teaching one course, attending one residency, or assessing one KAM = one), by type, over time, at institution, college, and program levels. This included median workload of: doctoral courses taught (CRS), residencies attended (RESI), and KAMs assessed (KAM), as shown in Table 24. Workload for doctoral committee chair, second member, or university research reviewer (URR) membership was not included as part of workload data; rather, this information was provided by Walden in a separate response.

Table 24. Median Faculty Workload, By Program, 2013-14, 2014-2015, and 2015-2016¹⁶⁴

Program	2013-14			2014-15			2015-16		
	CRS	RESI	KAM	CRS	RESI	KAM	CRS	RESI	KAM
DBA	6	1	1	6	1	2	6	1	1
EDD	4	1	2	5	1	1	3	2	1
DIT	2	4	2	6	4		6	2	
DNP	4	2		3	2		4	1	
DRPH ¹⁶⁵							3		
PHD CES	4	3		4	2		4	1	
PHD EDUC	3	3	2	3	2	2	3	2	2
PHD HLTH	4	3	2	7	3	2	7	2	2
PHD HUMN	5	1	2	5	3	2	4	2	1
PHD I/O PSYC	4	2		3	2		4	2	
PHD MGMT	4	2	2	4	1	3	4	1	2
PHD NURS	8			4	2		3	2	

¹⁶³ CHS= College of Health Sciences; CMT= College of Management and Technology; COEL= College of Education and Leadership; CSBS= College of Social and Behavioral Sciences.

¹⁶⁴ Source: Walden

¹⁶⁵ The Doctor of Public Health (DPH) was launched in 2014.

PHD PSYC	4	2		4	2		3	2	
PHD PUBH	4	1	2	6	2	2	7	2	
PHD PPA	4	2	1	7	2	1	6	2	2
NON-DOCTORAL	3	1		2	1	1	2	2	1
OTHER	5	3		7	3	1	2	4	

Information provided by Walden indicates that faculty median workload over time has remained stable, with four (4) as the median doctoral courses taught, two (2) as the median residencies attended, and two (2) as the median KAM assessed per academic year. Table 25 represents institutional-level data, meaning all faculty across all colleges and schools who engaged in these activities are included in the summary table.

Table 25. Median Faculty Workload, for Years 2008-2009 through 2015-2016¹⁶⁶

Workload Type	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16
DOC COURSES TAUGHT	4	4	3	4	4	4	4	4
RESIDENCIES ATTENDED	1	1	1	2	2	1	2	2
KAMS ASSESSED	3	3	2	2	1	2	2	1
TOTAL # of FACULTY	723	861	1030	1091	1010	1000	974	1017

The median workload, by college, by year was also provided by Walden (See Table 26). This information indicates that the average courses, residencies, and KAMs assessed are relatively consistent across colleges; the College of Management and Technology (CMT) faculty with highest average for courses taught, when compared with the other colleges.

Table 26. Median Faculty Workload, by College for Years 2008-2009 through 2015-2016¹⁶⁷

COLLEGE	2011-12			2012-13			2013-14			2014-15			2015-16		
	CRS	RESI	KAM	CRS	RESI	KAM	CRS	RESI	KAM	CRS	RESI	KAM	CRS	RESI	KAM
CHS	3	2	2	3	1	1	4	2	2	4	2	2	4	2	2
CMT	5	1	3	6	1	2	5	1	2	5	1	3	5	1	1
COEL	3	1	2	3	1	1	4	1	2	4	1	1	3	2	1
CSBS	4	2	1	4	2	1	4	2	1	4	2	2	4	2	1

While average courses taught, residencies attended, and KAMs assessed is helpful in understanding faculty workload, this workload did not include capstone work such as chair assignments. Further data analysis was conducted by OHE to connect faculty committee work data to the load data supplied. In the figures that follow

¹⁶⁶ Source: Walden

¹⁶⁷ Source: Walden

(see Figure 38, Figure 39, Figure 40, and Figure 41), full time and part time faculty assignments are provided in ranges for several programs (DBA, Ed.D., Ph.D. Management, Ph.D. Public Policy,) to include courses taught, residencies attended, KAMs assessed, and committee chair assignments for the 2015-2016 academic year.

Figure 38. Doctor of Business Administration Program FT and PT Faculty

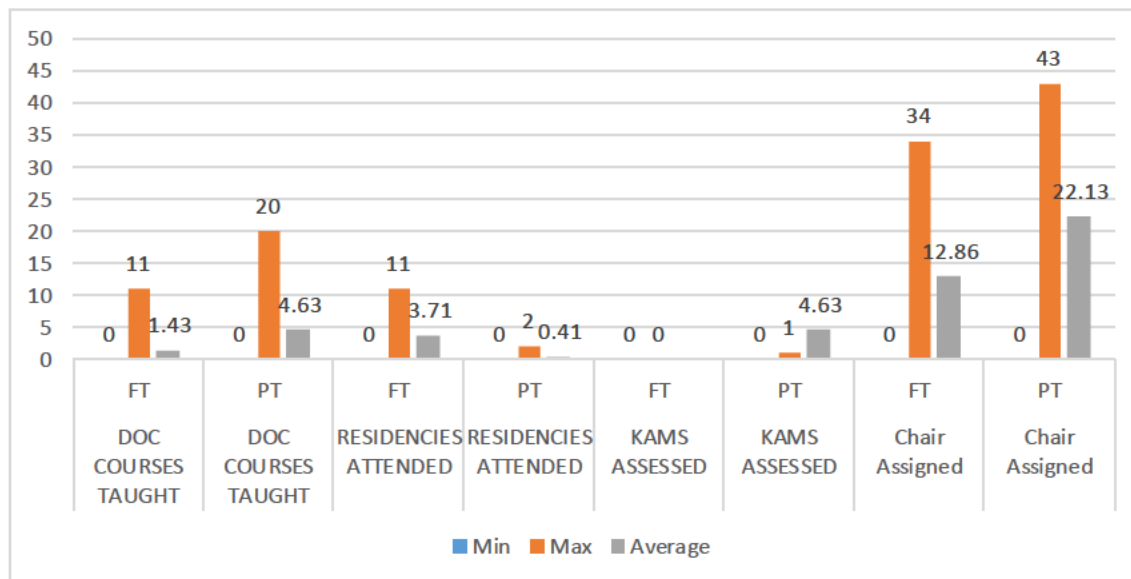


Figure 39. Doctor of Education (Ed.D.) program FT and PT faculty

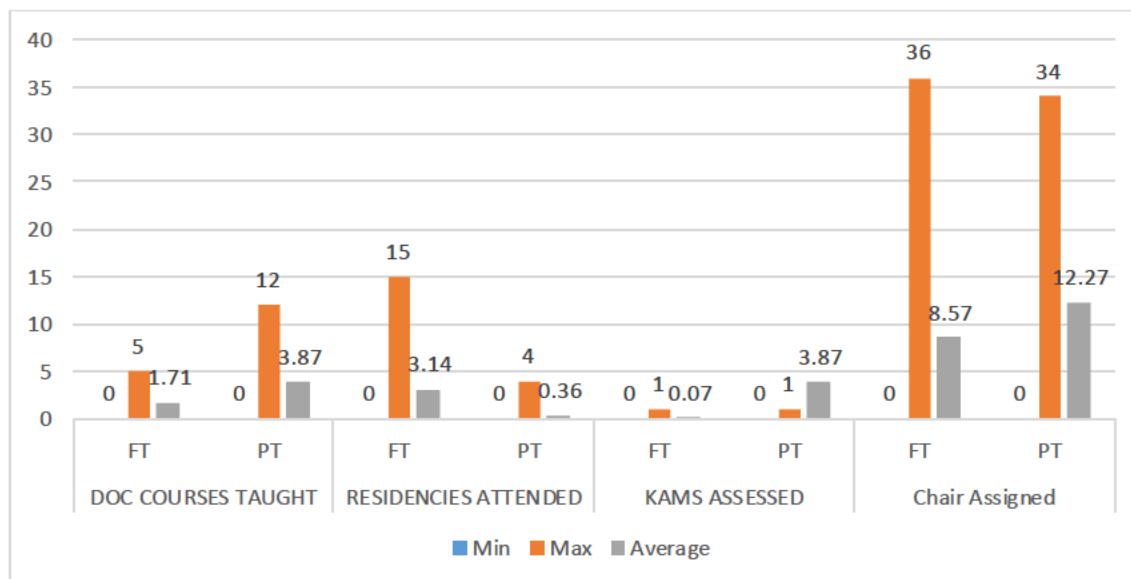
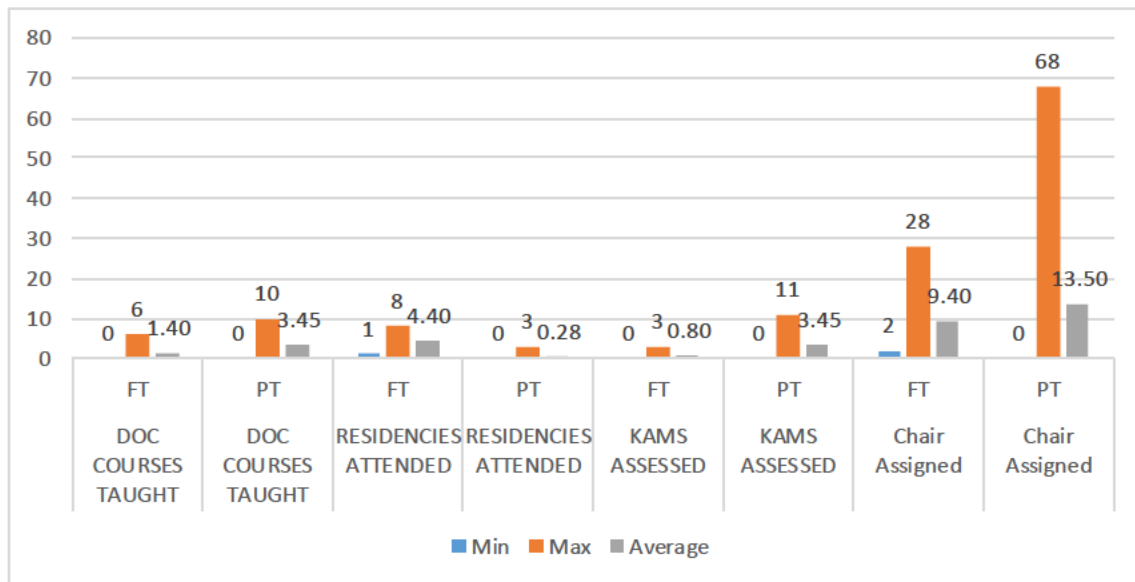
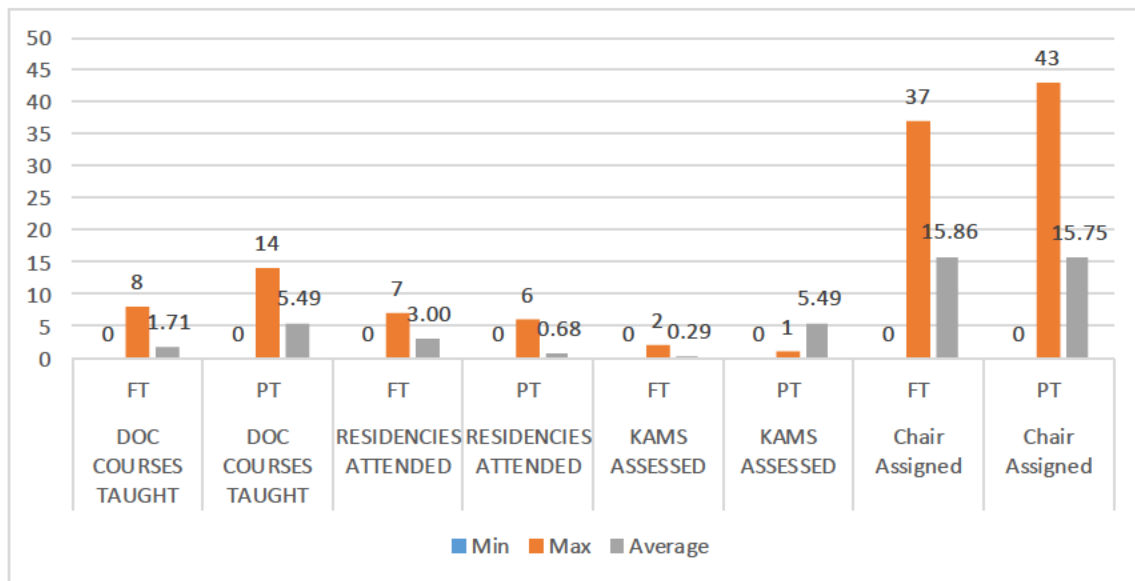


Figure 40. Ph.D. Management FT and PT faculty**Figure 41. Ph.D. Public Policy full time faculty**

As these figures demonstrate, faculty engage in many activities, including teaching courses, attending residencies, and serving as chairs for dissertation committees. Faculty also serve as second committee members (in the role of methodologist or University Research Reviewer/URR), but OHE does not have this information in order to provide a full picture of all faculty activities. Further, OHE does not know what additional program initiatives assigned to these full time faculty (based on Walden's definition, full time faculty engage in program initiatives and instructional activities for 50-100% of their professional time). As such, the load data as represented in this

section is likely an underrepresentation of the complete responsibilities (which would account for committee service and program initiatives) assigned to full and part time faculty.

Data for KAM assessments was analyzed from data provided in order to get a closer look at the trends of faculty engaged in assessing KAMs.¹⁶⁸ Over time, the percentage of faculty assessing KAMs has decreased; in the most recent academic year, only 8% of Walden faculty were assigned as a KAM assessor (see Table 27). All KAM programs have been discontinued, therefore, the decrease in total KAMs assessed is expected.

Table 27. Total and Average KAMs Assessed, by Percentage of Faculty

Academic Year	Total KAMs Assessed	Total Faculty Assessors (% of faculty)	Average KAM assessed per faculty (min., max.)
2015-2016	178	77 (8%)	2.33 (1, 11)
2014-2015	227	90 (9%)	2.52 (1, 18)
2013-2014	307	122 (12%)	2.52 (1, 10)
2012-2013	415	177 (18%)	2.28 (1, 13)
2011-2012	656	227 (21%)	2.60 (1, 16)
2010-2011	838	260 (25%)	3.04 (1, 22)
2009-2010	1,072	274 (32%)	3.91 (1, 19)
2008-2009	1,212	262 (36%)	3.0 (1, 26)

2.4.3 Faculty Turnover

Based on information provided by Walden to OHE, total faculty per program are presented by calendar year with the number representing the total faculty at the first of the year with total terminations occurring throughout the year. As follows, the number for the year following would be total faculty from year prior minus terminations plus any new hires from the year prior. OHE asked Walden why the number at the start of the following year is lower (and yet does not equal) than the total from the year prior minus prior year terminations. Walden informed OHE that the reason for this discrepancy is due to faculty who were re-assigned to a closely-related program or different modalities of the same program (e.g., course- and KAM-based versions of the same program, master's and doctoral programs, and research and professional doctorates of the same discipline).¹⁶⁹ In conclusion, the total terminations as listed will not include those faculty who transferred to another program. It is not known

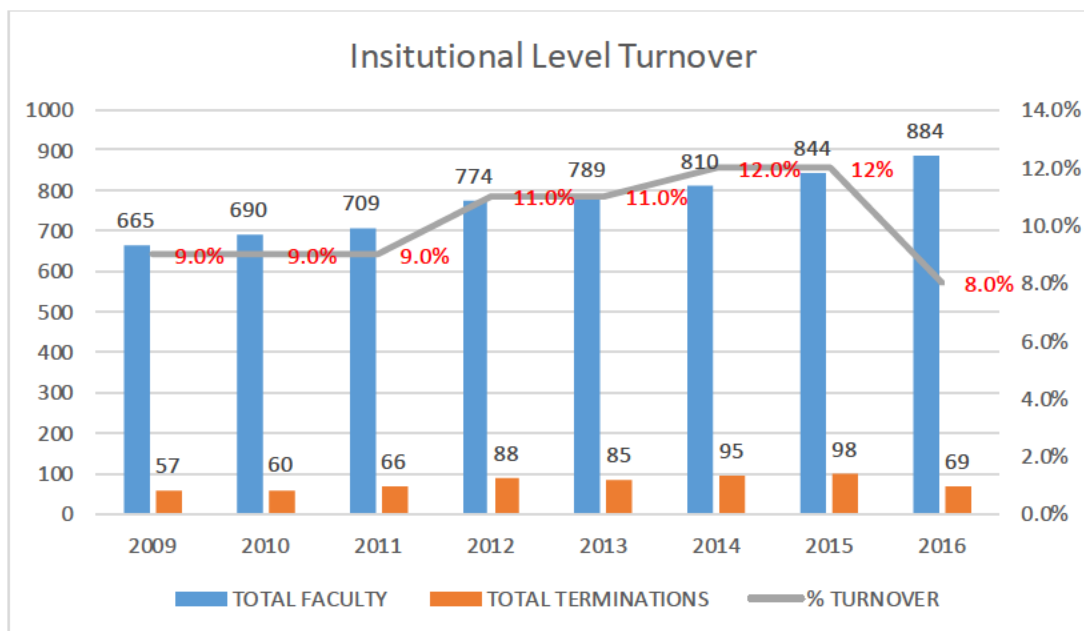
¹⁶⁸ Data extracted from Walden-supplied Q_11 Doctoral Faculty Teaching Loads (.xlsx file)

¹⁶⁹ For example, the Ph.D. in Public Policy and Administration lists 77 faculty for the 2012 year with 1.3% terminations throughout the year; however, at the start of 2013 it lists 53 total contributing faculty. In this instance, when asked to explain, Walden noted that in this program twelve (12) new faculty were hired, two (2) faculty were reassigned from the Master of Public Administration program, thirty three (33) faculty were reassigned to the Master of Public Administration program, and five (5) terminations occurred. Walden noted that "faculty that are reassigned to a closely-related program or different modality of the same program, faculty are neither encouraged nor required to change their membership on a student doctoral capstone committee" and that "such a change generally has no impact on their current doctoral committee assignments and most will continue with the students they were previously assigned."

whether faculty who transferred to another program would impact students for whom they served as capstone or dissertation committee members.

As Figure 42 below demonstrates, turnover at the institutional level (this includes both full time core and part time contributing faculty in doctoral programs) has remained generally consistent over time (range 8%-12%). Note 2008 was an incomplete data set and was therefore excluded from this analysis.

Figure 42. Walden University Institutional Faculty Turnover



Information which follows (Figure 43, Figure 44, Figure 45, Figure 46, Figure 47) includes turnover rates for those programs with more than 75 faculty for the following programs: Ph.D. Management (AMDS) (note: two sets of data were provided for this program, the Ph.D. AMDS and the Ph.D. MGMT; the Ph.D. MGMT had fewer than 75 faculty), DBA, Ph.D. Education (KAM), Ph.D. Psychology, and Ph.D. Public Policy and Administration.

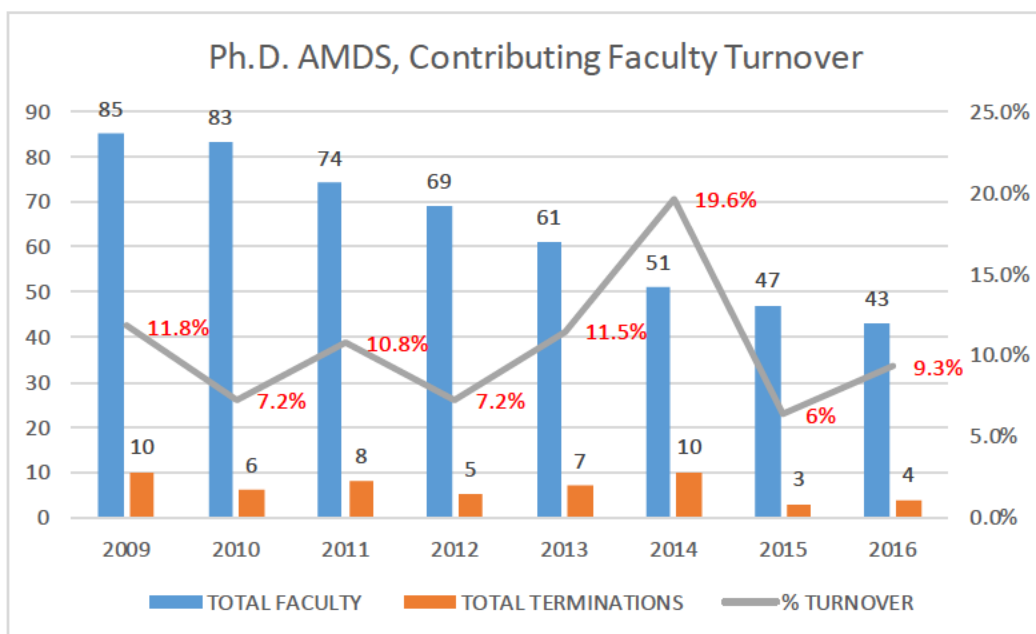
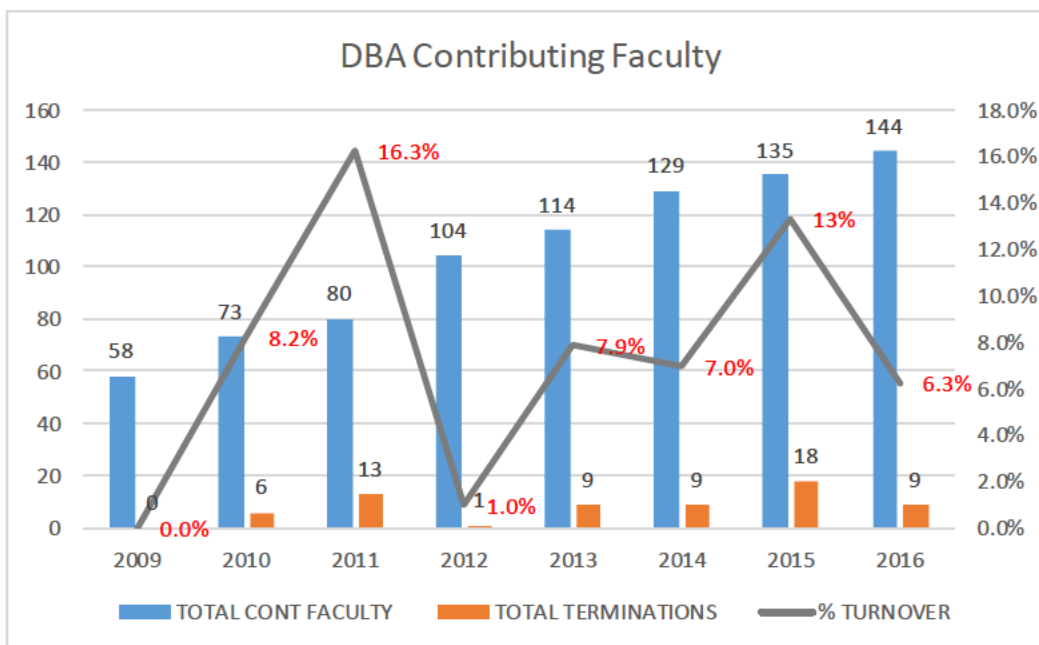
Figure 43. PhD AMDS Contributing Faculty Turnover**Figure 44. DBA Contributing Faculty Turnover**

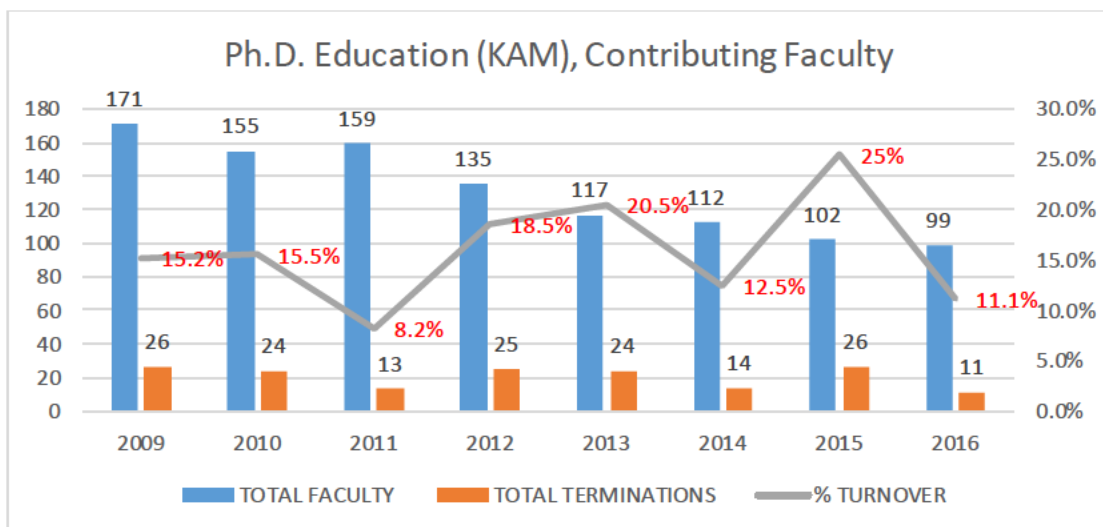
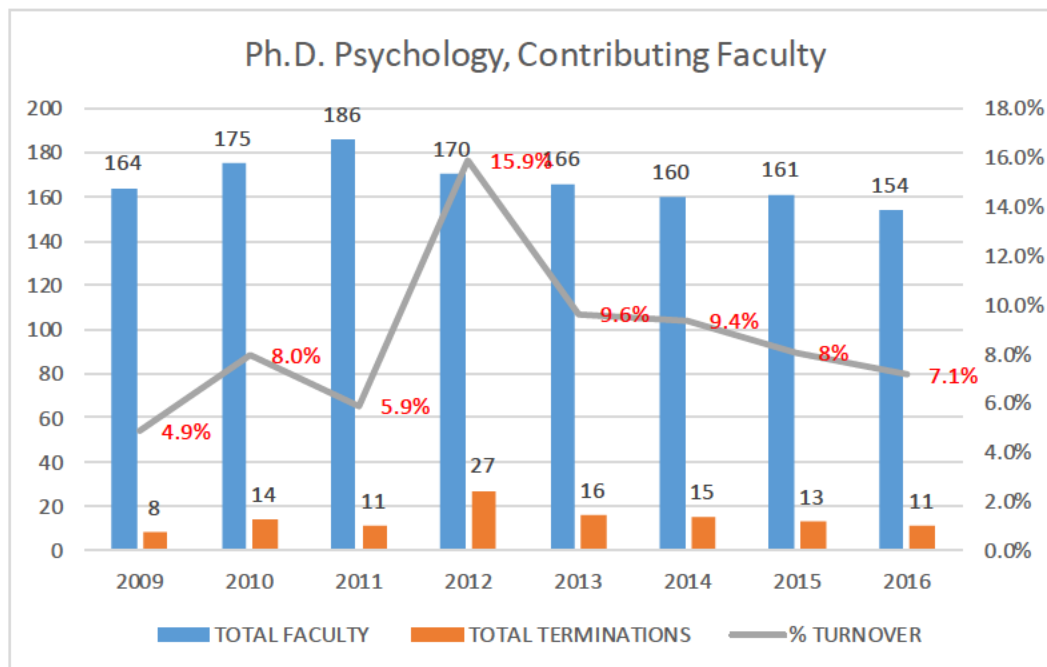
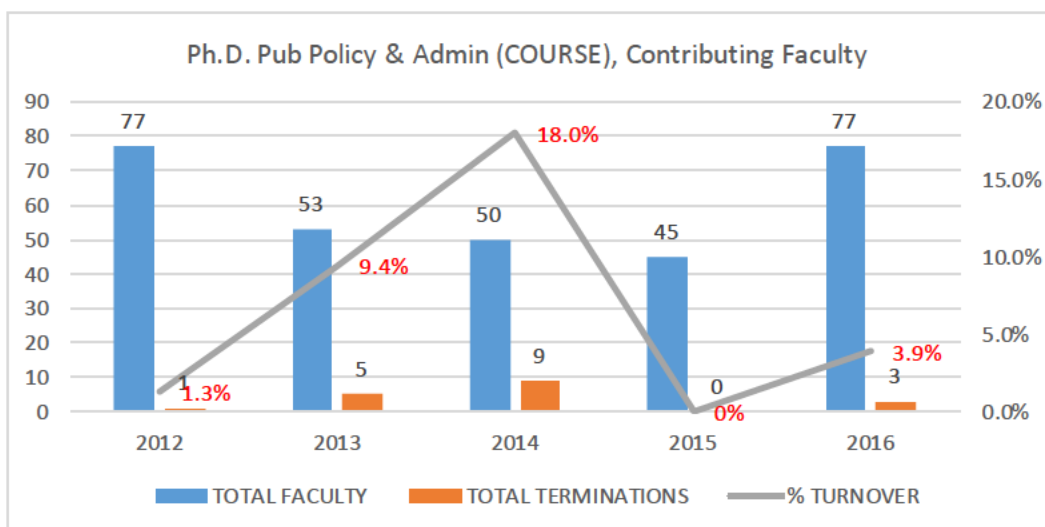
Figure 45. PhD Education (KAM) Contributing Faculty Turnover**Figure 46. PhD Psychology Contributing Faculty Turnover**

Figure 47. PhD Public Policy (Course) Contributing Faculty Turnover

Note the turnover data at the committee-level was not requested nor supplied. The only information available to OHE on committee turnover was for those who filed complaints (see Part One: Student Complaint Categories). When asked about committee-level turnover in general, Walden noted that among all committees in 2016, 38% have ever experienced a change in membership and the average number of changes is 1.4, among those committees experiencing a change.¹⁷⁰

¹⁷⁰ 10/2/2017 Walden letter to OHE

Part Three: Walden's Policies and Procedures

OHE reviewed Walden's policies/procedures and administrative monitoring tools utilized to assess and provide feedback to students through the various stages of the dissertation (tracking progress, changes in committees, and providing timely feedback to students). Advertising and enrollment staff training materials were also reviewed with specific attention to published or communicated cost and time to completion. Lastly, Walden's continuous improvement procedures and program reviews are summarized. These policies and procedures are reviewed within the context of student complaint categories, as addressed and summarized in Part One.

3.1 Committee Member Roles & Responsibilities

Walden has policies in place that outline the roles and responsibilities of capstone committee members related to committee feedback, committee workloads, and committee transitions. This section will review Walden's policies and practices regarding committee activities, including Walden's monitoring of committees, and present relevant data within each section in order to provide additional context.

3.1.1 Committee Feedback

Walden's committee policies are accessible via the Office of Research Administration's website and within the 2017 Walden Faculty Handbook.¹⁷¹ A summary of these policy areas is outlined below.

According to the Walden Faculty Handbook, faculty are expected to "initiate and maintain frequent, regular, and timely interaction with students, at a minimum of twice per academic term and certainly as often as needed to adhere to the SU grading guidelines for planning and progress" (p. 67). The Handbook further states that faculty are to evaluate students' work related to their progress in achieving academic milestones, assist students in maintaining substantive academic progress towards timely degree completion, and document regular contact with the student (e.g., at least once per month or more frequently as directed by the college/school/program).

Additionally, faculty are to respond to submissions of research drafts upon receipt of the drafts and indicate when the draft will be returned.¹⁷² Specifically, faculty are generally expected to review and return work within two weeks, or alternatively, provide a substantive overview of the issues and concerns with an estimate of when the full review would be complete. Furthermore, the policies outline that the committee chair should provide guidance on activities for the student to complete during the review phase to allow the student to continue to progress. If the committee chair is purposely and actively providing guidance through the review phase, students likely will feel more engaged and may express fewer concerns about feeling like they are stuck in a "holding pattern" while awaiting feedback.

When timely feedback may be impacted by faculty absences, faculty are expected to follow processes as outlined within the faculty handbook. This includes steps that should be followed when faculty will be unavailable for more

¹⁷¹ <https://academicguides.waldenu.edu/researchcenter>

¹⁷² According to the Walden student handbook (September 2017)

than two, but fewer than seven, consecutive calendar days. Additionally, the handbook outlines procedures that should be followed when faculty will be unavailable for seven or more consecutive calendar days. These include seeking approval of the program director and notifying the program director of any backup coverage that will be needed.

Should a conflict arise within a committee, specifically with the feedback provided by the University Research Reviewer (URR),¹⁷³ Walden has a “URR Appeals Process” which may escalate from informal resolution, to mediation and/or arbitration¹⁷⁴, to an appeal to the executive director of the Center for Research Quality (CRQ).¹⁷⁵ It is not known when this appeals policy was instituted nor the number of committees electing this process.

3.1.2 Committee Transitions

Committee transitions result from a faculty member resignation, a student requesting a change in committee, or a faculty member requesting a change for the student. In instances when faculty members requested a change, it was often cited (in complaint materials) that the faculty felt the student would be better served by another faculty member (e.g., student was not making progress and/or was not accepting and integrating feedback from faculty).

Walden has policies in place intended to govern the transition between committee member changes that are designed to minimize the impact on student progression. These policies are to prevent students from having to complete additional work, or to go back and make changes to work that had been previously approved (barring instances when a prior member approved work that failed to meet standards on the rubric or evaluation tool).

According to information as published on Walden’s Office of Research Administration website, “turnover in the membership of research capstone committees creates delays in student progress contributing to reduced student satisfaction and increased attrition. Therefore, faculty are encouraged to work closely and cooperatively with their program directors to minimize the need for replacing student committees’ members. When a faculty member still wants to be released from his or her duties as a committee member or chair on a dissertation or doctoral study committee after initial conversations with their program director, the following process is used.”¹⁷⁶ This process includes the committee resignation request, which upon submission, is either approved or denied by the program director or designee.

Committee resignation requests must be submitted to the program director alongside supporting documentation, including a program-specific action plan. It is expected that students are provided with a program-specific action plan to facilitate the change and to maintain their progress. Any committee changes must be approved by the program director and must occur between the end of one term and the add/drop window of the following term.

¹⁷³ The URR serves as the quality assurance mechanism for the capstone research and is intended to provide feedback to students at various points in the process, including the early (proposal) and final study stages.

¹⁷⁴ Walden does not utilize formal arbitration external to Walden with students, but uses the term arbitration for an internal dispute resolution process where a neutral third-party from within Walden reviews and decides disputes between faculty members.

¹⁷⁵ URR Appeals Process as cited in Walden University’s URR Manual (June 2016), p. 11.

¹⁷⁶ <https://academicguides.waldenu.edu/researchcenter/osra/committee>

The new committee member is expected to honor the progress the student made with the endorsement of the previous member, provided the work meets university standards as expressed on the doctoral rubric.

According to information provided by Walden,¹⁷⁷ [REDACTED]

[REDACTED]. Based on this feedback, Walden noted that the CRQ is using this information to increase the level of detailed guidance in this policy. It is not known the degree to which this policy is effective in decreasing turnover and student complaints regarding committee transitions; the effectiveness of this policy will need to be reviewed at a later date.

OHE does not know whether the changes to committees of those who complained are similar or different from changes for all Walden committees. When asked about the overall frequency of committee turnover (for all Walden students, not just those who complained), Walden indicated that, among all committees in 2016, 38% had a change in membership with the average number of changes as 1.4.¹⁷⁹ Due to data constraints, OHE was also unable to determine how many committee changes resulted from student requests versus how many were initiated by faculty or as a result of faculty leaving the University.

If the aforementioned policies are followed, committee member changes and feedback should not lead to needless delays or conflicting feedback. Walden policies are in place to ensure the feedback is timely and the transitions do not impact student progression. OHE did not request, nor was provided, data indicating the degree to which these policies are followed. Because of the time involved in reviewing student work, it is important for Walden to have guidelines in place regarding the number of student assignments per faculty member, also known as committee load.

3.1.3 Committee Loads and Ratios

In order to understand the expectations for faculty committee work, OHE reviewed policies and data related to committee load and committee ratios. As shown in Table 28, Walden has recently implemented guidelines for core (full time) and contributing (part time) faculty.

¹⁷⁷ Walden letter to OHE 4/20/2018; narrative response only, as survey data not provided directly to the office.

¹⁷⁸ The RPAC membership includes the executive director and staff from the Center for Research Quality as well as faculty representatives from each college.

¹⁷⁹ Walden letter to OHE 10/2/2017

Table 28. Faculty Committee Load Guidelines

Year(s)	Contributing Faculty Guidelines	Core Faculty Guidelines
Prior to 2015	None	None
2015	Maximum committee load was 30 students per contributing faculty member.	None
Recent, date unknown (sometime after March 2015) ¹⁸⁰	For quarter-based programs, faculty should carry a maximum annual load of 20 committee assignments, with no more than 10 of those being committee chair positions. For semester-based programs, faculty should carry a maximum annual load of 16 committee assignments, with no more than 8 of those being committee chair positions. ¹⁸¹	A 1:3:5 workload ratio model in which one committee chair assignment equates to three second member assignments, or five university research reviewers. Various committee assignment mixes can lead to 18 units per year. A “balanced model” is recommended with a mix of 20 chair, 20 second, and 25 URR assignments per year, equating to 18 units. ¹⁸²

The newest recommended guidelines were presented by the staff of the Center for Research Quality (CRQ) to Walden deans and directors. Walden verbally noted to OHE that these policies have since been implemented, as directed by the Chief Academic Officer.¹⁸³

Policies regarding committee loads are disseminated by Academic Affairs and are monitored by the CRQ. Walden acknowledged that during this time of transition there may be instances during which contributing faculty carry more than 30 students in order to not further disrupt existing committees. Walden also noted that “stronger faculty are more likely to be assigned larger student loads, because they specialize in helping to support student completion and have a demonstrated record of success.”¹⁸⁴

The Center for Research Quality meets weekly with the Research Process Advisory Council in the oversight of committees. CRQ provides reports of individual faculty loads to program directors on a quarterly basis, as well as

¹⁸⁰ Committee load policy: A model for compliance support for core and contributing faculty, Microsoft PowerPoint presentation slides, authored by Laura Knight Lynn, Ph.D., Executive Director, Center for Research Quality and William Schulz, Ph.D., Director of Academic Initiatives. Date unknown.

¹⁸¹ At the discretion of the program director, some experienced and skilled faculty could be assigned annual loads over 20 (quarter-based) or 16 (semester-based); anything above 30 will require associate dean approval.

¹⁸² Other options for assignments (all equating to 18 units per year) include: chairs with no other assignments could have 33 students per year; second members with no other assignments could have 91 students per year; URRs with no other assignments could have 159 students per year.

¹⁸³ Date when policies were implemented is unknown

¹⁸⁴ 7/21/2017 Walden University letter to OHE.

aggregate data on committee loads by program. Program directors and deans make all decisions regarding load assignments.

OHE reviewed committee load information in order to understand the average number of students assigned to faculty committee chairs (for all Walden students). Data provided by Walden was limited to those faculty serving in the role of committee chair, and did not include data for faculty in roles of second member or university research reviewer. Of note, faculty are often responsible for additional duties beyond serving on committees, including teaching, assessing KAMs, and attending residencies (see Part Two: Walden's Faculty).

Of the colleges reviewed, the average committee chair assignments for faculty in the Doctor of Business Administration (DBA) program was significantly higher compared to faculty in other programs (see Table 29). The percentage of faculty in the DBA program who serve as chair for more than 30 students is also significantly higher than faculty from other programs.

Table 29. Average Committee Assignments, by Program for 2015-16¹⁸⁵

PROGRAM	Faculty Chair Count	Average Number of Committees Chaired per Faculty (min., max)	Median Number of Committees Chaired per Faculty	Percentage of faculty that chair 30 or more committees
Doctor of Business Administration	129	22.71 (1, 45)	25	32.6% (N=42)
Doctor of Education (Ed.D)	267	10.93 (1, 42)	10	6% (N=5)
Ph.D. Psychology	142	9.99 (1, 41)	10	0.7% (N=1)
Ph.D. Public Policy & Administration	65	16.22 (1, 43)	15	12.3% (N=8)
Ph.D. Management	59	13.85 (1, 49)	8	11.9% (N=7)

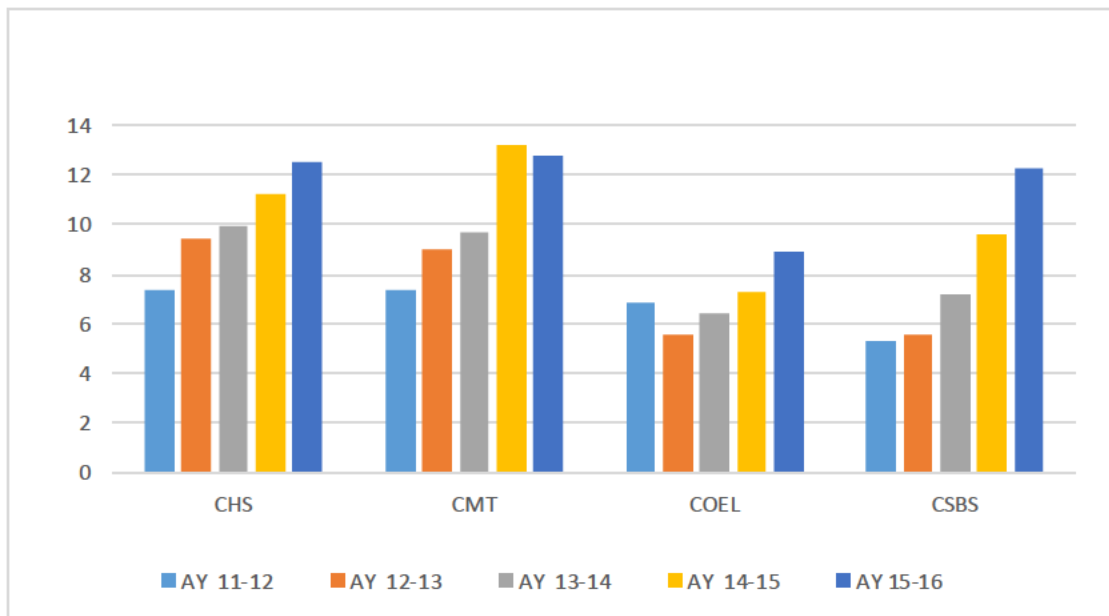
The percentage of faculty serving as chair for more than 25 students has grown over time (from 2% to 11%), as indicated in the table below.

¹⁸⁵ 2015-2016 AY Committee load, by faculty affiliation to primary program

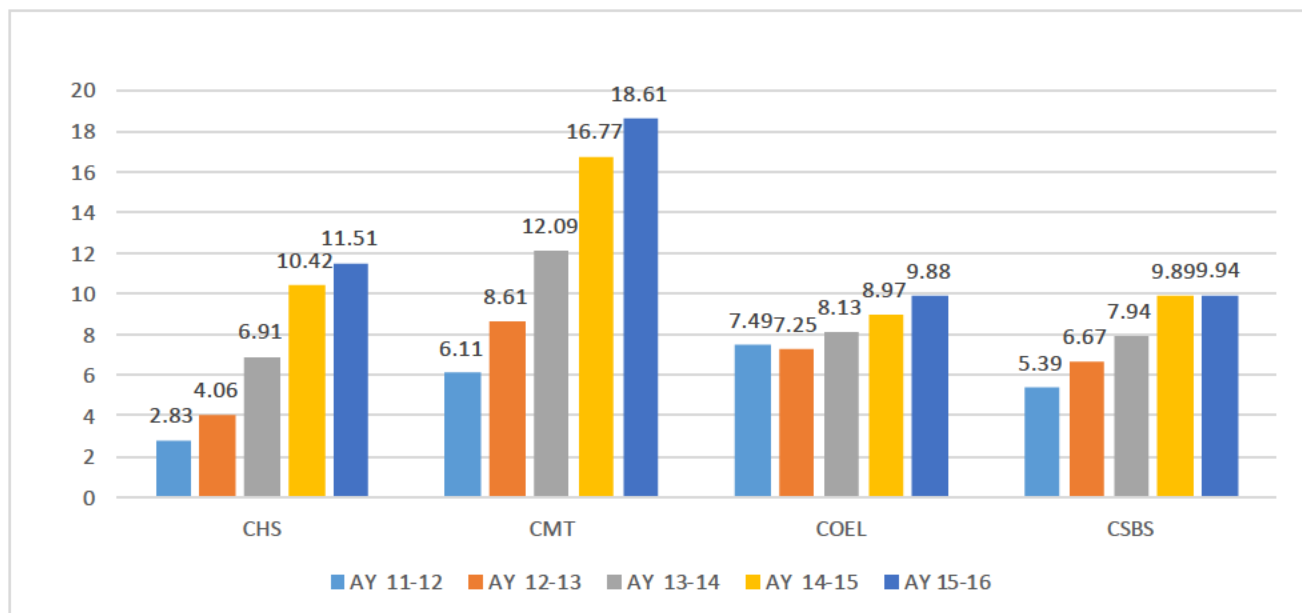
Table 30. Number and Percent of Faculty Serving As Chair to More Than 25 Students

<u>Academic Yr.</u>	<u>Total Faculty</u>	<u>Total >25</u>	<u>% >25</u>
2008-2009	698	16	2%
2009-2010	867	35	4%
2010-2011	995	41	4%
2011-2012	1,075	33	3%
2012-2013	1,151	39	3%
2013-2014	1,271	72	6%
2014-2015	1,282	115	9%
2015-2016	1,251	136	11%

Additionally, the data provided by Walden indicates that the average number of students assigned to a committee chair has increased over time; full-time faculty increased from 6.71 to 11.63, and part-time faculty increased from 5.45 to 12.48 over the years 2011-2012 to 2015-2016.

Figure 48. Average Chair Assignments for Full-Time Faculty by College, 2011-12 to 2015-16

Furthermore, the average chair assignments for part time/contributing faculty in the College of Management and Technology (CMT) is significantly greater than the average for contributing faculty in the three other colleges (see Figure 7).

Figure 49. Average Chair Assignments for Part Time Faculty by College, 2011-12 to 2015-16

Over time, the data indicated that the number of students assigned to faculty has increased, and suggests there may be instances in which number of students assigned to faculty was not consistent with current policy. During transition to new load requirements, there may be faculty who continue to carry more student committee assignments than the policy allows.

Load policies are one mechanism to ensure a quality student experience. Institutional and program administrators and faculty should ensure that committee loads are appropriate and that the number of assignments does not impede student progress. For a complete view of faculty activities see Part Two, Chapter 4, *Walden Faculty*.

3.1.4 Monitoring Committees

Institutional monitoring of faculty compliance with institutional policies and practices may mitigate barriers to students' progress, as they move through the capstone phase. This section will address the ways in which Walden staff and administration utilize tools and data to monitor the effectiveness of committees.

The Center for Research Quality (CRQ) serves an important role in monitoring student progression through the capstone phase. Specifically, CRQ monitors faculty responsiveness, committee loads, time students remain in each stage of the capstone phase, and the number of times students sought approvals in each of the various stages. CRQ also alerts program leadership with any areas of concern.

CRQ utilizes the MyDR system, a central document management system, launched in stages, starting in April 2014. Students use MyDR to upload capstone work for faculty to review, and faculty receive notifications of the submissions. The MyDR system is used to monitor performance metrics, including the time students spend in each

stage. Prior to 2014, students and faculty relied on an email-based system for submitting and reviewing dissertation and doctoral study documents. A summary of the two systems is outlined below (Table 31).

Table 31. Comparison between MyDR and the Prior Email-Based System¹⁸⁶

Email-Based	MyDR
More extensive monitoring of the process	Increased efficiency, transparency.
Limited visibility of the submission and review activities between chair and other faculty members.	Committee member assessments are recorded and shared; feedback from committee members is stored within a central repository.
Relies on large files of stored emails and manual data entry.	Ability for administrators to run reports about students within process and to understand faculty performance.
	Email notification to students and faculty regarding required pending or overdue actions.

Walden has begun a series of outreach interventions to committees in order to support substantive student progress. These activities and results were reviewed by OHE via publicly-available information, including webinars¹⁸⁷ and newsletters¹⁸⁸ from the Center for Research Quality (CRQ).

One webinar, *Resources to Support Substantive Student Progress: CRQ Resources and Interventions/Initiatives*, provided information to faculty about Walden's recent ability to extract more "real time data" from various enterprise systems in order to pull quarterly information on student capstone statuses. Presenters noted that the goal was to decrease the number of students who are "chronically delayed" at various stages, leading to long-term consequences. Based on this goal, a series of intervention efforts were launched.

For example, CRQ recently launched "Intervention Outreach", a pilot program initiated in November 2016 that identified the top 20% of students who spent the most time within various dissertation stages, including the proposal, final study, and final overall quality stages. The outreach, which began with the Ed.D. program, also targeted those with four or more University Research Review reviews (this review is one step in the approval of the capstone work). The Ph.D. programs' outreach began in March 2017, followed by several professional doctoral programs, including the DBA. Since piloting the intervention in November 2016, CRQ has emailed each member of 129 committees directly and referred 471 cases to program directors across Ph.D. and Ed.D. programs.

As highlighted in the CRQ newsletter, the outreach to faculty revealed some anticipated and unanticipated challenges to student progress. This included "...some faculty, including chairs, were unaware of how many URR

¹⁸⁶ Summarized by OHE based on Walden narrative response 10/28/2016.

¹⁸⁷ http://walden.libanswers.com/cfe_webinars/faq/210715

¹⁸⁸ https://academicguides.waldenu.edu/ld.php?content_id=36366443

member review cycles that had occurred to date. This lack of awareness of previous reviews was sometime attributable to turnover on the committee; however, we found that long-serving members were also sometimes unacquainted with the historical reviews of their students.”

According to Walden, themes and findings from the intervention outreach included: student issues (life events, challenges with writing), committee collaboration (feeling left out, set ways of viewing a problem), timely and actionable feedback (the involvement in the review leads to taking longer, micro-corrections), turnover of committee members (including when students return from a leave of absence), committee member awareness of student progress and issues (faculty coming on board and not realizing the student has been rejected by URR three or four times), and faculty familiarity with Walden processes (not uncommon with faculty working in other institutions). The themes noted by Walden were consistent with the categories as identified in the student complaints, specifically, delays in feedback, committee transitions, and committee turnover.

In summary, while the recent data extraction and monitoring systems are promising, their effectiveness is unknown. Furthermore, OHE was unable to evaluate the full scope of the monitoring capabilities within MyDR.¹⁸⁹ The use of monitoring tools to ensure timely student progression, decrease disruption based on committee turnover, and ensure faculty compliance with policies should be reviewed over time.

3.2 Student Progress and Withdrawal

Given the number of complaints that centered on students failing to make progress during the capstone phase, OHE was interested in the length of time Walden doctoral students are typically enrolled in capstone courses and the methods used by Walden in supporting and evaluating student progress through the capstone phase.¹⁹⁰ As documented in complaints, students often cited their lack of progress as stemming from Walden’s failure to follow their policies and practices, while Walden often noted the lack of progress was due to student performance (e.g., resistance of changes required by the committee; struggles with writing process) or student life circumstances (e.g., work or family obligations).¹⁹¹

OHE requested, and Walden provided the average capstone credits earned for students who completed, withdrew, or were still enrolled in a doctoral program. Average credits earned is presented in order to provide insight regarding the average length of time students are in the capstone phase. Walden has noted that number of capstone credits a student takes depends on any number of personal factors solely in the student’s control and have no bearing on the strength of the program.¹⁹²

¹⁸⁹ Request was made 6/19/2017 for quarterly or annual reports utilized to monitor and intervene with students and/or committees. One sample student output was provided.

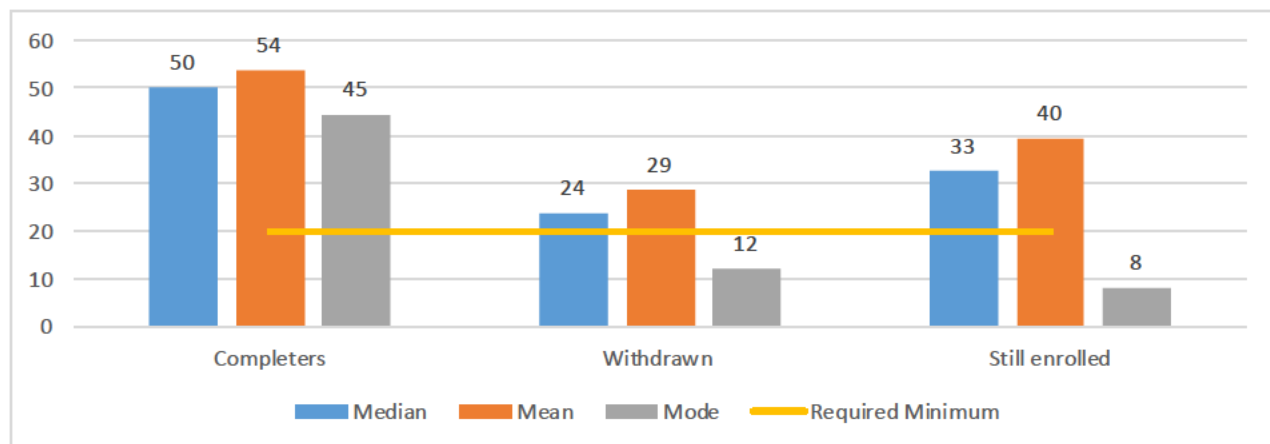
¹⁹⁰ Of note, monitoring students’ academic progress is separate and distinct from Walden’s academic progress standards for the receipt of financial aid, as required by the DOE. This is commonly referred to as Satisfactory Academic Progress or SAP. See <https://www.waldenu.edu/financial-aid/types/federal/eligibility/maintain> for SAP definition. Further OHE is not making any statements regarding Walden’s compliance with DOE’s requirements for monitoring SAP for the receipt of financial aid.

¹⁹¹ The intention of the program review is not to validate these claims.

¹⁹² Walden letter to OHE 12/21/2017.

Based on the data supplied by Walden, the average capstone credits earned for students is more than double minimum required. For those who withdrew, the average was also above the minimum. Additionally, students still enrolled, on average, exceeded the minimum (without knowing how close these students are to completion). See Figure 50 for average capstone credits earned by enrollment status. This information is important because stresses the need to have procedures in place that support and monitor students as they progress through this phase, term after term, given it is not the minimum credits that lead to earning the doctoral degree. Further, additional time in the capstone phase results in additional cost, as capstone courses taken beyond the minimum carry the same credits and associated tuition.¹⁹³

Figure 50. Average Capstone Course Credits Earned, by Enrollment Status (N=10,425)¹⁹⁴



As noted in the chart above, students who complete a doctoral program earn, on average, more than the minimum amount required for the completion of the degree. Given the high stakes of potentially being administratively withdrawn from a program (after significant investments made by students) early warning systems and feedback are critical to ensure that students clearly understand barriers (and their scope) to potential on-time completion.¹⁹⁵ As such, OHE was interested in the policies, procedures, and training offered to faculty in order to ensure students are fully aware of the requirements for degree completion. The following outlines policies and practices as related to Walden faculty, advising and outreach, and skills assessment.

3.2.1 Faculty and Grading

OHE's review of complaints related to academic dismissal or maximum time to completion, and subsequent appeals, revealed that Walden denied many appeals based on a pattern of students' failing to incorporate feedback or to make progress on their dissertation. In several of these instances the transcript reflected numerous

¹⁹³ As of summer 2017, Walden is "providing a twenty percent tuition reduction after doctoral students complete six years in their program. This reduction continues throughout the remainder of a doctoral student's enrollment, even in those cases where the student is granted a waiver to exceed the 8-year program maximum."

¹⁹⁴ Only includes DBA, EdD, PhD Management, PhD Psychology, and PhD Public Policy course-based programs. Source: OHE analysis of Walden data. Target for DBA program is 19; all other programs the target is 20.

¹⁹⁵ On-time completion defined as the stated program length and as defined by Walden under "additional information" in the GE disclosures for programs.

satisfactory grades in capstone courses. This is relevant because it calls out the importance of early and substantive feedback to students on their progress and likelihood to complete, especially for those who are nearing the maximum time allowed by Walden to complete their program. It also highlights the importance of communicating with students relevant policies or practices with dismissal or failing grades as being independent of a history (long or short) of passing grades in the capstone phase.

Faculty are responsible for making a judgment, or grading determination, regarding scholarly products, including dissertations and doctoral studies/projects. Prior to the completion of the capstone project, faculty committee members are responsible for evaluating whether a student has made sufficient progress to move forward to the next stage of the process, and ultimately to completion. The methods faculty utilize in the evaluation of a student's progress towards meeting course objectives are stated in syllabi, which outline course expectations and grading requirements. The faculty instructor for the course, who also serves as the chair of the dissertation committee, evaluates satisfactory progress of the capstone work.

Walden has reinforced that academic discretion rest with the institution.¹⁹⁶ Walden noted that the institution could not be expected to “give a passing grade for work that is inferior of substandard just to graduate students in the time period the student would prefer.” If students are not making substantive progress on their dissertation goals during the capstone phase, it is assumed that faculty members are grading the students accordingly in their capstone classes, and that the number of capstone courses taken would be reflective of the substantive progress the students have made towards completing their degree.

In order to provide increased clarity for faculty on grading capstone work, a university-wide grading policy was implemented in 2015 (went into effect 8/31/2015). The 2015 capstone grading policy¹⁹⁷ is intended to offer clarity to students and faculty regarding the expectations for substantive progress through the capstone phase. OHE reviewed syllabi for all Walden doctoral programs pre- and post-policy implementation and all current syllabi reflect the new policy.¹⁹⁸ OHE does not know the degree to which this policy was effective in addressing student complaints about sudden withdrawals or denied appeals for re-admission.

Based on information reviewed, OHE was interested in faculty expectations for grading, including instances in which students were not making substantive progress. This is important because student complaints would cite that they had received numerous passing grades for their capstone work, only to be surprised when they suddenly received failing grades. In the webinar for Walden faculty, entitled “New Guidelines for S/U Grades”,¹⁹⁹ the presenter reinforced to Walden faculty that progress on the capstone product was expected each term. The presenter noted the rationale and the urgency of the issue framed as “continuing concerns regarding students who have not made adequate progress on their capstone studies, yet receive satisfactory grades and remain enrolled at Walden.” Further, the presenter stated to the faculty: “many of you have probably experienced or are

¹⁹⁶ Walden letter to OHE 10/28/2016, p. 4.

¹⁹⁷ See Appendix G, *Substantial Progress Grading in Capstone Courses* for description.

¹⁹⁸ See Part Two, Chapter Two, *Capstone Syllabi* for more details.

¹⁹⁹ <https://waldencfe.adobeconnect.com/p6gkxettcek/?launcher=false&fcsContent=true&pbMode=normal> (PowerPoint slide, p. 5). As presented by Dr. Lynn, Executive Director of the Center for Research Quality.

aware of the fact that students have been continuing in the research process and receiving Ss and not progressing.”

This information is consistent with student complaints in which several students received numerous “S” or satisfactory grades for capstone courses over a long period of time prior to receiving unsatisfactory grades. Further, students who petitioned to be re-admitted to Walden (after being dismissed) would often cite the passing grades as evidence of their work and progress thus far on their capstone project.

In summary, Walden has made efforts to improve clarity regarding satisfactory grading of capstone courses. OHE does not know the number of students receiving unsatisfactory grades before and after the implementation of this policy. Further, it is not known whether the increased clarity regarding substantive work will have an impact on student time to completion.

3.2.2 Advising and Outreach

According to policy, Walden’s defined time limits for doctoral students is eight years. Many students complained that they were administratively withdrawn or were at risk of withdrawal based on reaching or nearing this eight year time limit. While students can appeal administrative withdrawals, many student complaints included appeals that were denied. Because of the nature of the issues in these complaints, OHE was interested in the ways Walden identifies and supports students at risk of administrative withdrawal.

A dedicated team of advisors within the academic advising department is in place for students in their capstone phase. The team consists of seven Doctoral Specialists, each of whom work with approximately 300 doctoral students. Recently, this department began two *Time to Degree Completion* (TDC) campaigns, at the five- and six-year mark of a student’s enrollment. Walden has noted that the percent of students enrolled from six to eight years with an approved proposal has increased by 10 percentage points.²⁰⁰ As part of the campaign, a warning letter is sent to students when they are in year five and six of their program. This warning letter indicates students who reach the time to completion limit that they may be subject to dismissal from the university. While this letter is important, additional information related to capstone progress (e.g., stages completed, work remaining, progress needed to complete on time) would be useful.

The advising department also conducts outreach twice per year for those students who have reached year seven or are nearing the eight-year limit. In these instances, an Individual Academic Plan (IAP) is developed with the student’s committee. This plan is used when students are not making adequate progress in their program; it requires students to set goals for each remaining stage of the capstone process.

3.2.3 Early Assessment of Capstone Skills

OHE requested information from Walden regarding steps taken to provide students with early assessment and feedback about the skills needed to complete the capstone product. This was requested in response to student complaints which noted success during didactic (pre-capstone) courses, but subsequent confusion regarding the

²⁰⁰ Walden letter to OHE 10/2/107; dates of campaign implementation and target students are unknown.

difficulty or lack of progress during the capstone phase. In other words, students cited confusion that they struggled in passing the capstone phases, given their success in didactic courses.

Walden responded to OHE's request and cited a number of initiatives and support mechanisms utilized to improve the student experience and to familiarize students with the dissertation phase, including: a mandatory writing assessment for all incoming doctoral students, writing courses, and writing intensives. In addition to these, Walden cited an orientation to the capstone and methodology office hours as additional structures to support student success.

The mandatory writing assessment was implemented during the 2017 academic year.²⁰¹ Students who receive a certain score based on their admission essay are required to enroll in no-cost graduate-level writing courses. For a comprehensive description of the assessment, see the 2016-17 Student Handbook, which outlines the steps to complete the assessment, as well as requirements for students who do not receive a passing grade on the writing assessment.²⁰² Capstone writing workshops were implemented in 2014. Student participation is by choice or at the recommendation, or requirement, of faculty. Descriptions of the writing assessments and workshop descriptions appear below in Table 32.

Table 32. Walden Doctoral Writing Assessment and Workshop Descriptions

Writing Assessment (at time of admission)	Implemented 2017 academic year; piloted with several programs ²⁰³ prior to full launch. This includes a scored writing assessment for first-year students on an admissions essay.
Graduate-Level Writing Courses (Graduate Writing I and II)	Required for students who score at a certain level on the writing assessment; courses are taken at no cost during the student's first year.
Capstone Writing Workshops	Implemented in 2014; offered for each chapter of the dissertation; student participation is by choice or at recommendation/requirement of faculty.
Doctoral Writing Intensives	In-person, small groups designed to help student make progress; may be referred or attend by own choice.

It appears Walden's steps to assess and support student writing skills have had a preliminary impact on timely progression throughout the capstone phase. For instance, Walden cited 71% of students who participated in a writing workshop obtaining proposal approval, whereas those who did not participate had a 27% proposal approval rate. Walden also made note that students who attended a doctoral writing intensive achieve equal or faster progress on their capstone work compared to non-attendees. It is not known how these interventions will impact student time to completion over time.

²⁰¹ <https://academicguides.waldenu.edu/writingassessment>

²⁰² <http://catalog.waldenu.edu/content.php?catoid=147&navoid=47703>

²⁰³ Ph.D. in Psychology, DSW, Ph.D. in Management, Ph.D. in Education, Ph.D. in I/O Psychology, and Ph.D. in Human Services

3.3 Advertising

Based on the number of doctoral student complaints concerning Walden's advertised time and costs to complete their doctoral program, OHE was interested in the sources of information that prospective students utilized when making enrollment decisions (e.g., questions such as, "How long will it take me to complete my program?" "How long do most students take to complete this program?", "How much will this program cost?"). In order to accomplish this, OHE reviewed program catalogs, degree planning templates, and public disclosures related to time to completion and program costs.²⁰⁴ Walden noted that universities are not required and cannot accurately estimate the time it will take a specific student to complete a doctoral program.

Walden utilizes two websites to provide prospective students with information about their doctoral programs; it is not clear to OHE what the intended distinction is between the two. One website includes details on programs and specializations, curriculum, career options, admissions requirements, tuition and financial aid, and accreditation.²⁰⁵ This particular website directs visitors to an enrollment advisor and does not list costs or credits for programs. Another website contains similar information, however, has more complete details on total credits and program costs.²⁰⁶ Here, under minimum completion requirements, it is noted: "In general, students are continuously registered in the dissertation course until they complete an approved dissertation. This usually takes longer than the minimum required terms in the dissertation course shell."

On the directory of listings for all Walden doctoral programs, the following is written at the bottom of the web page:²⁰⁷

Program length reflected in months on the program data pages is based on the performance of Walden's past graduates. Walden's doctoral programs have an 8-year maximum timeframe for completion. Walden makes no guarantee of any individual student's actual completion time. Time to completion and cost are not estimates of individual experience and will vary based on individual factors applicable to the student. Factors may be programmatic or academic such as tuition and fee increases and/or the student's transfer credits accepted by Walden; program or specialization changes; unsuccessful course completion; credit load per term; writing, research and editing skills; use of external data for their doctoral study/dissertation; individual progress in the program. Other factors may include personal issues such as the student's employment obligations; care giving responsibilities or health issues; part-time vs. fulltime enrollment; leaves of absence; or other personal circumstances.

²⁰⁴ Materials, as submitted by Walden, included 1) video clips of current students, alumni and faculty talking about various aspects of the programs, 2) email scripts to potential students, both domestic and international (including invitations to attend webinars; scholarship and tuition reduction offers), 4) links to Facebook advertisements, 5) advertising campaign titles and descriptions (3,105 Microsoft Excel pages), 6) U.S. Department of Education Gainful Employment (GE) disclosures, and 7) Walden University's Editorial Style Guide (July, 2016) with all non-doctoral program information redacted.

²⁰⁵ <https://info.waldenu.edu/>

²⁰⁶ <https://www.waldenu.edu/>

²⁰⁷ https://www.waldenu.edu/programdata?comm_code=4111330&_ga=2.220603423.624013227.1503941070-254177747.1500309128 Retrieved on 12/18/17; unknown date originally placed on web page.

In order to understand information prospective students utilize in making enrollment decisions, OHE reviewed Walden’s publicly-facing webpages. In the sections that follow, information is provided on the materials published regarding completion and program costs, as well as information used in the training of enrollment counselors. These counselors are responsible for answering questions and responding to the needs of prospective students. Outlining this review is important in order to gain additional insight into specific student complaints, such as those that expressed concerns that their program was taking far longer than the timeframe provided at the time of admission (or pre-enrollment).

3.3.1 Walden Program Data Information

There are two websites students can access in order to understand program time to completion. This includes materials on time to completion as located on Walden’s program pages²⁰⁸, as well as program data pages²⁰⁹, as required by the Department of Education.

Under the United States Department of Education’s (USDOE) Gainful Employment (GE) disclosures (“GE disclosures”), institutions are required to publish program information on program length, students graduating on time, program costs, borrowing and earning information, and job placements.²¹⁰ These disclosures require institutions to display the number of students graduating on time, which is the amount of time to complete as published in the institution catalog or other publication.²¹¹

For Walden’s doctoral programs, “N/A” was listed under “students graduating on time” for the most recent disclosures reviewed (2017). Walden has noted that the USDOE has directed institutions to enter a zero (which will be displayed as N/A) for programs greater than four years. As such, none of Walden’s current doctoral program pages include information on students graduating on time. Prior to 2017, however, Walden did provide information on the percentage of students who completed the program, as shown in Table 33 below. The questions listed in the header of the table indicate how the information was displayed on Walden’s GE disclosures web page.

²⁰⁸ For example, see DBA Program Page, 3.3 year minimum completion <https://www.waldenu.edu/doctoral/doctor-of-business-administration/tuition-fees>

²⁰⁹ <https://www.waldenu.edu/programdata>

²¹⁰ <https://www.gpo.gov/fdsys/pkg/CFR-2017-title34-vol3/xml/CFR-2017-title34-vol3-sec668-412.xml>

²¹¹ On-time completion rates as defined in 34 CFR 668.6(c): for the most recently completed award year, divide the number of students who completed the GE program within normal time by the total number of students who completed the program and multiply the result by 100%.

Table 33. Select Gainful Employment (GE) disclosures provided by Walden²¹²

Program	“How long will it take me to complete my program?”	“How much will this program cost me?”²¹³
PhD in Counselor Education & Supervision	This program is designed to take 60 months to complete. Of those that completed the program in 2014-15, 79% finished in 60 months.	Tuition and fees: \$68,092
PhD in Education	This program is designed to take 58 months to complete. Of those that completed the program in 2014-15, 14% finished in 58 months. ²¹⁴	Tuition and fees: \$84,408
PhD in Management	This program is designed to take 58 months to complete. Of those that completed the program in 2014-15, 24% finished in 58 months. ²¹⁵	Tuition and fees: \$82,410
PhD in Psychology	This program is designed to take 66 months to complete. Of those that completed the program in 2014-15, 21% finished in 66 months. ²¹⁶	Tuition and fees: \$86,987
Doctor of Business Administration	This program is designed to take 50 months to complete. Of those that completed the program in 2014-15, 52% finished in 50 months.	Tuition and fees: \$75,931

²¹² Provided by Walden as .pdfs of webpages with print date of 10/7/2016. All footnotes which follow are directly quoted text from these webpages.

²¹³ “The amounts shown above include costs for the entire program, assuming normal time to completion. Note that this information is subject to change.”

²¹⁴ “The PhD in Education program experienced significant program revisions in fall of 2010. The program structure was revised from an independent study learning model to a course-based model. The reported completion rate of 14% mainly reflects the performance of graduates from the independent study learning model, which is no longer offered. For those students who recently completed the course-based model, 100% completed in the stated program length of 58 months.”

²¹⁵ “The PhD in Management experienced significant program revisions in fall of 2010. The program structure was revised from an independent study learning model to a course-based model. The reported completion rate of 24% mainly reflects the performance of graduates from the independent study learning model which is no longer offered. For those students who recently completed the course-based model, 94% completed in the stated program length of 58 months.”

²¹⁶ “The PhD in Psychology experienced significant program revisions in fall of 2010. The program structure was revised from an independent study learning model to a course-based model. The reported completion rate of 21% mainly reflects the performance of graduates from the independent study learning model which is no longer offered. For those students who recently completed the updated program, 100% completed in the stated program length of 66 months

For the disclosures referenced above, Walden included a footnote which read, "Program length described on this program data page reflects the time students typically take to complete the currently offered program without breaks in enrollment."

As a means to provide a summary of all the information available to students on time to completion, OHE gathered the information from the various webpages which is presented in Table 34. For ease in viewing, the minimum amount of time necessary to complete the degree is presented in both months and years as well as GE disclosures for program length 2016 and 2017. The maximum time for all doctoral programs is 8 years, and this is disclosed along with minimum time on Walden's program pages. Information below reflects the information supplied by Walden, also located on the most recently reviewed webpages. These GE disclosures refer to the program length (in months), which is based on the performance of past Walden graduates.^{217,218}

Table 34. Walden Doctoral Programs Minimum Program Time, 2016 GE Disclosures, and 2017 GE Disclosures

PROGRAM (Year of Inception)	Minimum Time Months (Years)	GE Disclosures Program Length (2016) (Months)	GE Disclosures Program Length (2017) (Months)
<i>PH.D. Management (1989)</i>			
PH.D. Management: KAM	45 (3.75)	-	72
PH.D. Management: COURSE	36 (3)	58	58
<i>PH.D. Human and Social Services (1997)</i>			
PH.D. Human and Social: KAM	-	-	72
PH.D. Human and Social: TRACK 1	30 (2.5)	62 ²¹⁹	56
PH.D. Human and Social: TRACK 2	39 (3.25)	62 ²¹⁹	67
<i>PH.D. Education (1997)</i>			
PH.D. Education: KAM	-	-	72
PH.D. Education: COURSE	36 (3)	58	58
<i>PH.D. Psychology (1997)</i>			
PH.D. Psychology: LICENSURE SPEC.	60 (5)	66 ²²⁰	85
PH.D. Psychology: NON LICENSURE SPEC.	39 (3.25)	66 ²²⁰	66
<i>PH.D. Health Services (1997)</i>			
PH.D. Health Services: KAM	-	-	72
PH.D. Health Services: TRACK 1	33 (2.75)	66 ²²¹	73

²¹⁷ According to Walden, as specified under "Additional Information" on the GE disclosures, "The rate is calculated by dividing students who completed "on time" by students starting the program during a specified cohort year. "On time" completion is based on the stated program length."

²¹⁸ According to Walden, the program length numbers "...fluctuate year-over-year based on actual student performance in the cohort being reported upon based on direction from the DOE."

²¹⁹ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 51 to 62 months.

²²⁰ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 66 to 86 months.

²²¹ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 48 to 62 months.

PROGRAM (Year of Inception)	Minimum Time Months (Years)	GE Disclosures Program Length (2016) (Months)	GE Disclosures Program Length (2017) (Months)
PH.D. Health Services: TRACK 2	33 (2.75)	66 ²²¹	56
<i>PH.D. Public Policy and Administration (2001)</i>			
PH.D. Public Policy: KAM	-	-	72
PH.D. Public Policy: TRACK 1	33 (2.75)	55 ²²²	56
PH.D. Public Policy: TRACK 2	33 (2.75)	55 ²²²	67
<i>PH.D. in Public Health (2003)</i>			
PH.D. in Public Health: TRACK 1	33 (2.75)	63 ²²³	63
PH.D. in Public Health: TRACK 2	45 (3.75)	63 ²²³	74
<i>Counselor Ed and Supervision (2009)</i>			
PH.D. in CE & S (Forensic MH Couns Specialzn)	33 (2.75)	60 ²²⁴	70
PH.D. in CE & S (Other Specialization)	36 (3)	60 ²²⁴	66
<i>DIT (2013)</i>			
DIT: TRACK 1	42 (3.5)	55 ²²⁵	56
DIT: TRACK 2	50 (4.2)	55 ²²⁵	66
<i>DPH (2014)</i>			
DPH: TRACK 1	30 (2.5)	48 ²²⁶	56
DPH: TRACK 2	39 (3.25)	48 ²²⁶	68
<i>PH.D. In Criminal Justice (2014)</i>			
PH.D. in Criminal Justice TRACK 1	30 (2.5)	Not provided	56
PH.D. in Criminal Justice TRACK 2	66 (5.5)	Not provided	66
<i>DHA (2015)</i>			
DHA: TRACK 1	30 (2.5)	48 ²²⁷	56
DHA : TRACK 2	36 (3)	48 ²²⁷	65
<i>PH.D. In Health Education and Promotion (2015)</i>			
PH.D. In HE and P: TRACK 1	30 (2.5)	54 ²²⁸	56
PH.D. In HE and P: TRACK 2	36 (3)	54 ²²⁸	65

²²² Disclosures do not indicate program track.

²²³ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 63 to 72 months.

²²⁴ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 60 to 63 months.

²²⁵ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 55 to 65 months.

²²⁶ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 48 to 59 months

²²⁷ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 48 to 57 months

²²⁸ Disclosures do not indicate program track; disclosure includes footnote that program length may vary from 54 to 69 months.

PROGRAM (Year of Inception)	Minimum Time Months (Years)	GE Disclosures Program Length (2016) (Months)	GE Disclosures Program Length (2017) (Months)
PH.D. In HE and P: TRACK 3	39 (3.25)	54 ²²⁸	73
Ed.D. in Education (2004)	33 (2.75)	52	56
DBA (2008)	40 (3.3)	50	56
PH.D. in I/O Psychology (2014)	39 (3.25)	63	63
DNP (2011)	18 (1.5)	33	50
DSW (2013)	30 (2.5)	48	56
PH.D. in Social Work (2013)	30 (2.5)	48	56
PH.D. in Nursing (2014)	30 (2.5)	53	56

Those graduates included in Walden's calculation for program length are unknown. For example, it is not known if this is the performance for all Walden graduates, for Walden graduates for the past number of years, or for graduates of the specific program. It is also unknown how these completion numbers were derived for programs that have likely not had any students graduate since program inception (e.g., a program inception of 2015 and 6.1 years for program length).

Table 36 summarizes gainful employment disclosures provided by Walden to OHE²²⁹ for those students who completed the program in 2014-2015. Directly quoted information from the disclosures is noted in the table header.

Table 35. Gainful Employment Disclosures for Select Walden Programs

Program	"This program is designed to take X months to complete"	"Of those that completed the program in 2014-15, (%) finished in (months)."
Ed.D.	52 (4.3 years)	23% (52 months)
Ph.D. Management ²³⁰	58 (4.8 years)	24% (58 months)
Ph.D. in Psychology	66 (5.5. years)	21% (66 months)
Ph.D. in Public Policy	55 (4.6 years)	28% (55 months)
DBA	50 (4.1 years)	52% (50 months)

3.3.2 Web Page: Tuition and Fees

As noted previously, there are two Walden websites²³¹ and, according to information reviewed by OHE, only one (www.walden.edu) provides information on tuition and fees. The other website (<https://info.waldenu.edu/>)

²²⁹ Q17_003415; Q17_003423; Q17_003441; Q17_003431

²³⁰ KAM and/or course-based not specified

²³¹ <https://info.waldenu.edu> and <https://www.waldenu.edu>

directs prospects to contact an enrollment advisor order to get more information on program costs. Table 36 represents a sample of tuition information for several doctoral programs located on Walden's webpage.

Table 36. Tuition Disclosures, for Select Doctoral Programs

Program	Tuition Page	Cost (2018)
DBA	https://www.waldenu.edu/doctoral/doctor-of-business-administration/tuition-fees	\$980/semester hour
Ph.D. in Management	https://www.waldenu.edu/doctoral/Ph.D.-in-management/tuition-fees	\$725/quarter hour
Ed.D.	https://www.waldenu.edu/doctoral/doctor-of-education/tuition-fees	\$605/quarter hour
Ph.D. in Public Policy and Administration	https://www.waldenu.edu/doctoral/Ph.D.-in-public-policy-and-administration/tuition-fees	\$610/quarter hour
Ph.D. in Human and Social Services	https://www.waldenu.edu/doctoral/Ph.D.-in-human-and-social-services/tuition-fees	\$615/quarter hour
Ph.D. in Psychology	https://www.waldenu.edu/doctoral/Ph.D.-in-psychology/tuition-fees	\$585/quarter hour

Prior to January 2018, the tuition listed on Walden's webpages displayed the tuition corresponding with the minimum credits needed to complete the degree.²³² As of January 2018, Walden web pages now include the range of total dissertation credits (e.g., 20-quarter credits minimum to 120 credits 8-year maximum) and the corresponding total cost associated with this range.

Based on the complaints that raised concerns about program costs being higher than what was promised, OHE was interested in the cost difference when accounting for average capstone credits earned. As shown in Table 37, when accounting for average capstone credits (based on credits earned by program completers), the total program cost difference ranges from \$15,730-\$34,300 for five select programs. It is assumed students who take the average capstone credits will pay more than the minimum required for their degree. Based on information reviewed by OHE, no information was found that would provide students with the average cost, given the average time to completion for program graduates.

²³² For example, see: <https://web.archive.org/web/20150310141423/https://www.waldenu.edu/doctoral/doctor-of-business-administration/tuition-fees>

Table 37. Minimum Total Program Costs Compared with Average Total Program Costs based on Average Capstone Credits Earned

Program	Total Program Cost ²³³ (Minimum)	Program Cost ²³⁴ (Including Average Capstone Credits)	Difference
DBA	\$63,400	\$97,700	+ \$34,300
Ph.D. in Management	\$69,670	\$92,145	+ \$22,475
Ed.D.	\$48,830	\$64,560	+ \$15,730
Ph.D. in Public Policy and Administration	\$60,665	\$80,185	+ \$19,520
Ph.D. in Human and Social Services	\$58,145	\$90,125	+ \$31,980
Ph.D. in Psychology	\$71,870	\$98,195	+ \$26,325

In sum, the information displayed in Walden's current webpages does provide information on program length and program costs; however, prospective students would likely need assistance in interpreting what this range means in terms of the time the average student takes to complete the program. Prior to the updates, the minimum program costs were published. Given the average capstone credits students take, it is likely that many students complete their program with more than the minimum credits and therefore end up paying more than the minimum tuition costs. Recent updates to webpages include a range of credits and time to completion. It is not known the degree to which these new disclosures will have upon decreasing student complaints regarding program costs and time to completion.

3.3.3 Recruitment Processes and Materials

Walden described the strategies used for recruiting students, which include a significant online presence (i.e., social media channels, online marketing materials, Walden's web site), as well as efforts through employers or employer-sponsored benefit fairs or expos. Once a prospective student requests information, Walden uses direct mail, email, and social media ads.

Information provided by Walden to OHE included program information guides, handbooks, and other materials used in the training of enrollment advisors. Enrollment advisors participate in a three-week training program and must pass a written and phone assessment. Walden provides advisors with ongoing monitoring and training related to program updates, communication skills, and technology. See Appendix F, *Walden Recruitment and Advising* for a summary of materials reviewed by OHE.

²³³ Tuition, Technology Fee, and Residency Fee (as published on Walden web pages)

²³⁴ Total cost when adding the average capstone credits earned by program completers

Enrollment advisors are trained to direct prospective students to the program data pages (as discussed in the previous section) that provide information on costs and time to completion. Each enrollment advisor is provided with a program information guide for each program they are responsible for recruiting.

OHE was unable to locate specific training information or scripts provided to enrollment advisors on responding to questions about time or pathways to completion, the typical time a student takes to complete, or how many credits students typically earn in capstone writing courses. Advisors are trained to direct students to the program data pages, which does contain information on cost and time to completion; however, it is not known whether this refers to program Gainful Employment data pages, or program information pages. It is also unknown which of Walden's two webpages enrollment counselors are directing prospective students to.²³⁵ Information provided on the webpages suggests enrollment advisors are able to provide personalized estimates of cost and program length. No training information, however, was located in the materials provided regarding information used in training of advisors who work with students to offer them personalized estimates of completion.

3.4. Accreditation and Program Evaluation

As noted earlier, Walden is accredited at the institutional-level by the Higher Learning Commission (HLC) and many programs have specialized accreditations. While accreditation reports and reviews could provide relevant context in understanding the nature of doctoral student complaints, Walden does not make the reports publically available.²³⁶

Walden's continuous improvement system describe the five areas used to provide feedback to faculty and administrators regarding the student experience.²³⁷ Of particular interest to OHE are the Academic Program Reviews (a comprehensive assessment conducted every five years, include a review of program's faculty, students, and support services, to name a few) and university surveys, which ask current students and alumni about a variety of experiences, including the capstone phase. These materials would provide additional context and understanding into the nature of the student complaints. For instance, such reports and surveys could likely identify how current students and alumni experienced the capstone phase, and the ways in which Walden sets and measures performance indicators, such as retention, dissertation processes, and completion.

Walden, however, also noted that many of the academic improvements from 2008-2016, which were intended to improve academic rigor as the university was being held to stricter academic standards, may have had the unintentional consequence of extending students' enrollment.²³⁸

²³⁵ <https://www.waldenu.edu/doctoral> or <https://info.waldenu.edu/walden-programs/doctoral>

²³⁶ Universities may elect to publish accreditation reports; however, most do not. Based on a recent report, only two accrediting bodies publish or require universities to publish reports, including WSCUC and AACJ. See: <https://www.americanprogress.org/issues/education-postsecondary/reports/2018/04/25/449937/college-accreditors-miss-mark-student-outcomes/>

²³⁷ <https://www.waldenu.edu/about/who-we-are/data/continuous-improvement-system>

²³⁸ Walden letter to OHE 10/28/2016.

In order to gather information on the student doctoral experience, validate Walden's claims in submissions to OHE, and to gain broader context into the capstone phase and key student performance indicators, the following documents were requested from Walden.

Table 38. Requests from OHE to Walden

ITEM	RATIONALE
Benchmark studies (2010-present) conducted by external research organizations	[REDACTED]
Internal Study	[REDACTED]
Rockman Study	[REDACTED]
Program Review Reports	Review as part of validating the continuous improvement processes and changes to policies and procedures applicable to the doctoral programs. Review the action plan, recommendations, and one year follow up as applicable to the programs without an external accreditation review. Request the program review cycle and schedule, which includes dates of review for the doctoral programs.
Accreditation Reports	Review accreditation reports at the institution and program level, including those submitted and received for the following programs: Education (EdD), Business and Management (DBA, PhD in Management).

Walden agreed to provide segments of the aforementioned reports, but would only do so at an in-person meeting; subsequently, Walden agreed to provide summaries for doctoral program reviews, calling out specific report findings and recommendations as related to the capstone phase, retention and completion. Walden declined to provide accreditation reports, surveys, and internal studies to OHE.

3.4.1 Program Reviews

As noted above, the Agency's request for program review reports were not fulfilled. In lieu of producing the reports, OHE requested and Walden provided a summary, plan of action, and follow-up conducted based on recommendations of the external review. The program reviews provide a broader understanding of the recommendations made by external experts or higher education peers who have reviewed Walden's doctoral programs. Across several programs, reviewers recommended discontinuation of the KAM-based programs, increase numbers of faculty available to serve on dissertation committees, monitor and train faculty in areas of

feedback and communication among members, and to improve mechanisms to assess student progress and completion.

Table 39 represents a brief synopsis of the summary reviews (for indicators relevant to the OHE program review), including program name (date review commenced; date of follow-up), recommendations, and follow-up.

Table 39. Summary of Program Reviews

Recommendations:	Follow up:
Ph.D. Psychology (2009; 2010)	
<ul style="list-style-type: none"> Strengthen faculty model Assure faculty credentials match doctoral students Ensure appropriate faculty workload Assure consistency of dissertation quality 	<ul style="list-style-type: none"> Adoption of faculty model (delineate faculty responsibilities and supports) Addition of full- and part-time faculty Strengthen faculty credentialing Established limits on number of committees for faculty chairs.
Ph.D. Human Services (2009; 2011)	
<ul style="list-style-type: none"> Develop course-based alternative to KAM-based model Increase faculty in human services who can conduct URR Increase number of methodologists as faculty members 	<ul style="list-style-type: none"> Course-based students had higher retention rates than KAM-based students Additional core faculty added Tracking of qualifications through the Faculty Expertise Directory
Ph.D. Applied Management and Decision Sciences (currently Management) (2009; 2011)	
<ul style="list-style-type: none"> Develop course-based alternative to KAM Develop a comprehensive guide for each KAM specialization Implement generic syllabus across all dissertation courses (more guidelines and deliverables) Increase percentage of students attending residency within first six months 	<ul style="list-style-type: none"> Course-based track introduced 2011 Guides 80% complete; expected fall 2011 Initial generic syllabus developed Residency attendance tracking developed; 12% out of compliance for all four residencies as of May, 2011
Ph.D. Education (2008; 2010)	
<ul style="list-style-type: none"> Provide more course-based or mixed model options Increase support for faculty research Further support student writing in the KAM Increase number of URR faculty from program Provide additional research skill support 	<ul style="list-style-type: none"> Program of study documents revised to emphasize SBSF 7100 expectations Additional course-based specializations offered Research support increased
Ph.D. Public Policy and Administration (2009; 2011)	
<ul style="list-style-type: none"> Offer a course-based format Monitor success rates in PPPA 8000 	<ul style="list-style-type: none"> Implemented course-based model

Recommendations:	Follow up:
<ul style="list-style-type: none"> • Hire more part-time faculty with strong research methods competencies and dissertation mentoring abilities • Increase dissertation process and content competency of current faculty • Use URR feedback to monitor committee member contributions • Visit 7100 and 9000 research forums to ensure interaction among mentors and mentees 	<ul style="list-style-type: none"> • Ten new research methods faculty hired in 2010 • Faculty meetings began training on research and dissertation process • System implemented to monitor URR feedback • System to visit research forums began immediately
Ph.D. Public Health (2009; 2010)	
<ul style="list-style-type: none"> • Hire more faculty to serve on and chair committees • Improve evaluation processes for dissertations, including rubrics used • Create checklist that asks chairs to report about the progress of their students three times per quarter 	<ul style="list-style-type: none"> • Hired twenty (20) contributing faculty for M.P.H. and Ph.D. Public Health • A URR evaluation tool, lead faculty checklist and student self-assessment were created and scheduled to be implemented in 2011 to monitor faculty performance and student progress
Ph.D. in Health Services (2009; 2010)	
<ul style="list-style-type: none"> • Consideration of professional degree • Development of retention plan • Review dissertation alternatives • Assure sufficient faculty in number and expertise • Implement evaluation process for dissertation faculty and student progress in dissertations 	<ul style="list-style-type: none"> • Five (5) new faculty added • Retention committee formed; was developing a retention plan • A URR evaluation tool, lead faculty checklist and student self-assessment were created
Ed.D. and Ph.D. Education (combined, 2014; 2016)	
<ul style="list-style-type: none"> • Teach out KAM model for Ph.D. Education • Add small stipend to second committee member and strengthen benchmark payments • Increasing points of communication between URR and other committee members • Increase training for committee members 	<ul style="list-style-type: none"> • KAM and mixed-model all in teach-out • Addition of small stipend for second committee member along with increases to benchmark payments to incentivize student support • Increased involvement of the URR Increase requirements and opportunities for faculty training on mentoring
DBA (2014; 2015)	
<ul style="list-style-type: none"> • Increasing consistency in feedback among committee members • Create refresher training for faculty not following required practices 	<ul style="list-style-type: none"> • Changing time-to-completion communications was in process

Recommendations:	Follow up:
<ul style="list-style-type: none"> • Create an exit strategy for those unable to complete the doctoral study • Identify causes for lack of success in dissertation following success in coursework 	<ul style="list-style-type: none"> • A study of success in coursework versus doctoral study was underway with the Office of Institutional Research and Assessment • Research on possible exit strategy for students unable to finish doctoral study not yet started, although later university initiatives addressed this
Ph.D. Counselor Education (2015; 2016)	
<ul style="list-style-type: none"> • Change residency into a course to assist with fees and allow more on-ground focus on skills 	<ul style="list-style-type: none"> • N/A In process

3.4.2 Accreditation Standings and Reports

OHE reviewed publicly-available accreditation standings. Most accrediting agencies list the date of initial accreditation as well as the institution's current standing. Self-study reports and accreditation reports and findings were not publicly available.

The Ph.D. in Counselor Education and Supervision has specialized program accreditation with the Council for Accreditation of Counseling and Related Programs (CACREP). Two reports on the program's outcomes were located on Walden's website. One report states that eight students graduated from the Ph.D. in Counselor Education and Supervision between summer 2016 and spring 2017, and of students who started the program between winter 2009 and spring 2010, 15% have graduated.²³⁹ The second report located on Walden's website states that, of students who graduated between winter 2010 and spring 2012, and completed their first quarter, 2% have graduated.²⁴⁰

²³⁹ <https://www.waldenu.edu/-/media/Walden/files/phd-counselor-education-and-supervision/program-outcomes-report-for-ces-2017.pdf?la=en>

²⁴⁰ <https://www.waldenu.edu/-/media/Walden/files/phd-counselor-education-and-supervision/laur-2015-cacrep-phd-v2.pdf?la=en>

Part Four: Conclusion and Recommendations

4.1 Conclusion

OHE's review and subsequent analysis of student complaint categories are of interest to OHE because of our authority to approve academic programs and monitor statutory requirements.

Walden appears to have made improvements and/or implemented practices to address many of the issues as raised in the student complaints.²⁴¹ These improvements have occurred within the last several years (e.g., 2018 updates to webpages, 2015 grading policy, 2014 MyDR system and subsequent 2017 outreach initiatives). The degree to which these interventions adequately address the issues raised by student complaints should be examined over time. Walden has provided preliminary information to OHE that complaints about the capstone phase have decreased.²⁴² The four areas that appear to have the potential to address the issues as reflected in doctoral student complaints include: grading policies for capstone courses, administrative monitoring of student progress, program advertising, and timely and substantive feedback on student progress within the capstone phase of the program. While these initiatives are promising, OHE is unable, at this time, to determine the long-range impact of these initiatives upon the doctoral student experience.

4.1.1 Grading Policies

Faculty have responsibility for assessing satisfactory progress in capstone courses. New university-wide policies introduced in 2015 provide greater clarity for students and faculty regarding expectations for substantive progress on capstone work. The degree to which faculty are in compliance with the new grading policies would require an audit of student records and submissions of dissertation or doctoral project drafts and quarter plans. With the information provided to OHE for the program review, OHE is unable to substantiate whether faculty deviated from grading policies and allowed for students to move through the capstone phase with minimal or no work submitted.

The new grading policy provides increased guidance and clarity to students and faculty, and are designed to ensure students are making substantive progress each term. Under the new policy, if implemented appropriately and in full, students will have clearer guidelines and requirements of work that must be completed in order to receive a satisfactory grade in capstone courses.

4.1.2 Administrative Monitoring

The MyDR²⁴³ system allows Walden to track students' progression and time within the various capstone stages. Information from this system is used to target interventions to students and committees who may not be

²⁴¹ Additional program improvements are noted in Part 3.4, Accreditation and Program Evaluation.

²⁴² Walden letter to OHE 10/2/2017; referring to last three quarters at the time of writing; amount of decrease is unknown.

²⁴³ MyDR is a web-based system used by student to submit work and for faculty to assess work submitted.

progressing. The system also allows administrators to view how long students are in various stages (e.g., number of times students attempt to pass a certain stage).

Walden also has the ability to monitor committee feedback, turnover, and student assignments. Based on this information, Walden has the ability to ensure faculty are in compliance with policies for timely return of student work and ensuring smooth transitions through committee changes. Committee load policies were also recently implemented, placing caps on the number of students assigned to faculty members. Under these new monitoring abilities through MyDR, and as implemented appropriately and in full, Walden has the potential to address student concerns as raised in the student complaints.

With the information as provided to OHE, the Agency is unable to substantiate whether Walden was appropriately monitoring 1) student progression and time within various capstone stages, 2) committee feedback, 3) committee loads, and 4) committee turnover.

4.1.3 Program Advertising

Newly-updated webpages display the range of costs and credits to complete a doctoral program. This is in contrast to previous webpages that displayed the minimum costs to completion. Having the ability to anticipate that the program may take longer than the minimum required may help manage student expectations regarding program cost and length. The information on the webpages, however, does not provide contextual information for the average student experience (e.g., how long does the average student take to complete).

While this update is beneficial in providing more clarity on the various paths and range of time to completion, it is unknown to OHE the degree to which this will mitigate student complaints in this area.

4.1.4 Timely and Substantive Feedback

In addition to the new grading policies, Walden has implemented a required writing assessment that is administered at the time of admission. This assessment allows Walden to recommend writing courses earlier in the program to those students identified as needing additional support. Preliminary results indicated that those who completed a writing course had their proposals approved faster than those who did not.

Doctoral advising teams are also targeting outreach efforts to students who are in the fifth or sixth year of their program. Students at this stage are sent a warning letter reminding them of the maximum time to complete their program. While this is important, it is not known if the administrative advisors are coordinating with the committee on whether the student is making substantive progress to complete the program within time limits.

While early feedback to students is important, the degree to which these initiatives will have an impact on overall student time to completion is unknown.

4.2 Recommendations

In order to validate policies, procedures, and information, the following is requested from Walden, to be submitted within days from the date of this report:

1. Current training manuals, policies, procedures, and other relevant information which govern the information shared by enrollment counselors and program advisors to prospective students on program length, time to completion, and program costs for doctoral programs²⁴⁴.
2. Information provided to students (pre- and/or post-admission) regarding the capstone stages and steps to complete a dissertation or doctoral study/project. Specifically, students understand that it is the successful completion of the capstone stages that earn the degree; the credits alone are not sufficient.
3. Formal policies on committee load for core and contributing faculty, including procedures for the assignment of students to faculty committees.

The long-term impact of Walden's policy and program improvements upon the doctoral student experience are, at this time, unknown. OHE is in need of evidence regarding the capstone phase initiatives are positively impacting student success in the capstone phases. OHE is requesting Walden:

1. Provide OHE with a capstone monitoring plan²⁴⁵ to include data-informed benchmarks and internally-defined goals related to: student complaints, committee turnover, committee load, committee feedback, and student time-in-stages. Examples of possible goals:
 - Decrease internally- and externally-filed student complaints, as related to the capstone phase (including contributing factors such as advertising, committee feedback, and committee turnover).
 - Decrease doctoral committee turnover. Include data on the number of change request for a) faculty leaving the institution, b) faculty remaining with Walden but requesting the change, including reason for change request, and c) student-initiated changes. Provide data on the number of requests (by categories b and c) that are accepted or rejected.
 - Increase number of (or ensure all) core and contributing faculty in compliance with committee load policies. Provide committee workload data pre- and post-policy adoption.
 - Increase percentage of faculty with on-time (according to published policies) student capstone work reviews.
 - Decrease time in capstone stages, including number of URR rejections.

The monitoring plan must be submitted within 60 days from the date of this report.

2. At the time of the annual renewal process, submit metrics and performance against goals, as stated in the plan. These documents must be submitted to the Manager of Institutional Registration and Licensing.

²⁴⁴ After the current materials are provided, Walden will submit only new or modified materials or policies.

²⁴⁵ OHE reserves the right to reject the monitoring plan.

Appendices

Appendix A. MN Doctoral Program Review Process and Request Letter to Walden

1. *This process document was provided to Walden.*²⁴⁶

Background

The Minnesota Office of Higher Education is responsible for the regulation of private institutions operating in Minnesota. As part of our office's regulatory oversight of these private institutions, our office investigates and responds to complaints from students of these institutions. Our office recently received a letter from the Minnesota Attorney General's Office. The letter contains information related to numerous doctoral student complaints filed with the Minnesota Attorney General's Office. In addition, we have observed an increase in the frequency of doctoral student complaints received by our office over the past 8 years. In an effort to better understand the context, background, and issues related to doctoral student complaints in Minnesota, we are initiating a full review of doctoral programs for institutions registered in the our state.

Doctoral Program Review Goals and Objectives

The goals of the Doctoral Programs Review process are to:

- (1) understand the context, background, and issues related to doctoral student complaints by conducting a comprehensive review at the institutional and programmatic level;
- (2) ensure that doctoral programs are providing quality programs for students;
- (3) collaborate with institutions to take corrective action, if needed;
- 4) substantially decrease the frequency of doctoral student complaints.

To accomplish the goals, data provided by Walden University will be examined based on the following research objectives:

- A. Increase our understanding of student complaints filed internally at Walden University for the past 8 years by examining the following data: student name, program name, dates of enrollment, relevant committee chair(s), committee members, date of initiation, date of resolution, nature of complaint, decision or outcome, tuition and fee waivers or refunds, and other remedial action.
- B. Increase our understanding of the total number of students enrolled in doctoral programs at Walden University for the past 8 years by examining the following data in Microsoft Excel: student name, program name, date of enrollment, and date of graduation (if applicable).
- C. Increase our understanding of the doctoral student complaint process between Walden University and the Minnesota Attorney General's Office for the past 8 years by examining correspondence communications related to the following data: student name, program name, dates of enrollment, relevant committee chair(s), committee members, date of initiation, date of resolution, nature of complaint, decision or outcome, tuition and fee waivers or refunds, and other remedial action.

²⁴⁶ Provided to Walden 10/31/2016.

- D. Increase our understanding of the doctoral student complaint process between Walden University and other State and Federal Agencies for the past 8 years by examining correspondence communications related to the following data: student name, program name, dates of enrollment, relevant committee chair(s), committee members, date of initiation, date of resolution, nature of complaint, decision or outcome, tuition and fee waivers or refunds, and other remedial action.
- E. Increase our understanding of curriculum program modifications for each doctoral program in the past 8 years presented a year-by-year/side-by-side format, including rationale for changes.
- F. Increase our understanding of Dissertation Handbook modifications for doctoral programs in the past 8 years presented a year-by-year/side-by-side format, including rationale.
- G. Increase our understanding of Dissertation Rubric modifications for doctoral programs in the past 8 years presented a year-by-year/side-by-side format, including rationale.
- H. Increase our understanding of learning and content management systems used for doctoral programs over the past 8 years by examining the following information: rationale for changes, implementation for new systems, and a comprehensive description of how each is used for doctoral students.
- I. Increase our understanding the KAM process at Walden University by examining the following information: detailed explanation of the common problems associated with tracking KAMs, and rationale for why KAMs are “semi-structured, manual, and cannot be easily automated at Walden”.
- J. Increase our understanding of Faculty Mentor/Chair to Student ratios for the past 8 years by examining the following data in Microsoft Excel format: institutional-level, program-level, and individual-level ratios.
- K. Increase our understanding of program faculty teaching loads for the past 8 years by examining the following data in Microsoft Excel format: institutional-level, program-level, and individual-level program faculty teaching loads.
- L. Increase our understanding of faculty turnover rates for the 8 years by examining the following data in Microsoft Excel: institutional-level, program-level, and individual-level program faculty turnover rates.
- M. Increase our understanding of doctoral student retention rates by examining the following data in Microsoft Excel: year-by-year doctoral student institution retention rates and year-by-year doctoral student program retention rates.
- N. Increase our understanding of doctoral student graduation rates by examining the following data in Microsoft Excel: year-by-year doctoral student institution graduation rates and year-by-year doctoral student program graduation rates.

Process

The first step in the Doctoral Programs Review process is to notify the institution of the review process via letter. Once our office receives the requested information from an institution, we will begin the research objectives-level review. Should our office require any additional clarifying information, we will contact the institution for additional information or questions. A team of reviewers in our office, led by Betsy Talbot, Manager of Institutional Registration and Licensing, will analyze the data provided using standard statistical processes to

understand trends and frequencies from the quantitative and qualitative data provided. The purpose is to help our office better understand the context, background, nature, and type of Walden University Student complaints.

If our office believes there are opportunities for program revision, we will contact the institution to engage in initial conversations of our findings. Next, we will provide the institution, in writing, with a summary of our program review's findings and specific recommendations (if any). The institution will have the opportunity to review our office's findings and recommendations. In addition, the institution will have an opportunity to comment or offer additional supporting evidence should they feel our office has reached a conclusion in error. After the comment period ends, our office will submit an official program review report to the institution, which will include any required remedial action (if applicable) and relevant communication plans.

2. Below is a copy of the initial letter from OHE to Walden:

September 16, 2016

Dr. Eric Riedel and Dr. John A. Sabatini, Jr.
Walden University
100 Washington Ave South, Suite 900
Minneapolis, MN 55401

Re: Walden University Doctoral Programs Information Request

Dear Drs. Riedel and Sabatini, Jr.:

The Minnesota Office of Higher Education is responsible for the regulation of private institutions operating in Minnesota. As part of our office's regulatory oversight of these private institutions, our office investigates and responds to complaints from students of these institutions. Our office recently received a letter from the Minnesota Attorney General's Office. The letter contains information related to numerous doctoral student complaints filed with the Minnesota Attorney General's Office. In an effort to better understand the context, background, and issues related to doctoral student complaints at Walden University, we are requesting the following information:

1. For every doctoral student complaint filed internally at Walden University in the past 8 years, please provide the following using Microsoft Excel:
 - a. Student Name
 - b. Program Name
 - c. Dates of Enrollment
 - d. Committee Chair(s) – Provide name(s) of chair(s) and length of service. Include changes in chair personnel.
 - e. Committee Members – Provide names of all committee members and length of service. Include changes in committee membership.
 - f. Month/Year complaint was initiated.
 - g. Month/Year complaint was resolved.
 - h. Nature of the complaint

- i. Decision or outcome
 - j. Tuition and fee waivers or refunds information, including amounts (if applicable)
 - k. Other remedial action (if applicable)
2. For every doctoral student enrolled in all doctoral programs at Walden University for the past 8 years, please provide the following using Microsoft Excel:
 - a. Student Name
 - b. Program Name
 - c. Dates of Enrollment
 - d. Date of Graduation (if applicable)
3. Copies of all correspondence communications with the Minnesota Attorney General's Office regarding doctoral student complaints for the past 8 years. In addition to providing copies of the correspondence, please provide the following using Microsoft Excel:
 - a. Student Name
 - b. Program Name
 - c. Dates of Enrollment
 - d. Committee Chair(s) – Provide name(s) of chair(s) and length of service. Include changes in chair personnel.
 - e. Committee Members – Provide names of all committee members and length of service. Include changes in committee membership.
 - f. Month/Year complaint was initiated.
 - g. Month/Year complaint was resolved.
 - h. Nature of the complaint
 - i. Decision or outcome
 - j. Tuition and fee waivers or refunds information, including amounts (if applicable)
 - k. Other remedial action (if applicable)
4. Copies of all correspondence with other State and Federal Agencies regarding Doctoral Student Complaints for the past 8 years. In addition to providing copies of the correspondence, please provide the following using Microsoft Excel:
 - a. Student Name
 - b. Program Name
 - c. Dates of Enrollment
 - d. Committee Chair(s) – Provide name(s) of chair(s) and length of service. Include changes in chair personnel.
 - e. Committee Members – Provide names of all committee members and length of service. Include changes in committee membership.
 - f. Month/Year complaint was initiated.
 - g. Month/Year complaint was resolved.
 - h. Nature of the complaint
 - i. Decision or outcome
 - j. Tuition and fee waivers or refunds information, including amounts (if applicable)
 - k. Other remedial action (if applicable)

5. A comprehensive, year-by-year, summary of curriculum program modifications for each doctoral program for the past 8 years. Include rationale for program changes and a side-by-side comparison of original curriculum to revised curriculum.
6. A comprehensive, year-by-year, summary of Dissertation Handbook modifications for the past 8 years. Include rationale for changes and a side-by-side comparison of original rubric to revised rubric. Simply submitting “versions” of the rubric will not suffice.
7. A comprehensive, year-by-year, summary of Dissertation Rubric modifications for the past 8 years. Include rationale for changes and a side-by-side comparison. Simply submitting “versions” will not suffice.
8. A detailed list of all learning and content management systems (e.g., Moodle, Blackboard, Turnitin.com, Learning Agreement, etc.) used for doctoral program studies over the past 8 years. Include a rationale for any changes, implementation of new systems, and a comprehensive description of how each learning and content management system is used for doctoral students.
9. A comprehensive explanation for how KAMs are assessed and tracked. A detailed explanation of the common problems associated with tracking KAMs. Rationale for why KAMs are “semi-structured”, “manual”, and “cannot be easily automated at Walden” (see Samuel Mason complaint response letter provided to our office on August 1, 2016 for quoted information).
10. Please provide Faculty Mentor/Chair to Student ratios data for each doctoral program for the past 8 years. Include institutional-level, program-level, and individual-level data in Microsoft Excel.
11. Please provide teaching loads for all doctoral faculty (including adjunct faculty) for the past eight years. Be sure to indicate doctoral program information. Include institutional-level, program-level, and individual-level data in Microsoft Excel.
12. Please provide faculty turnover rates for all doctoral programs for the past 8 years. Include institutional-level and program-level details in Microsoft Excel.
13. Please provide a current, up-to-date, copy of every doctoral faculty’s (including adjunct faculty) curriculum vitae.
14. Please provide doctoral student retention rates, year-by-year, for the past 8 years. Include overall doctoral institution retention rates and retention rates by program for each of the past 8 years. Use Microsoft Excel for this request.
15. Please provide doctoral student graduation rates, year-by-year, for the past 8 years. Include overall doctoral graduation rates and graduation rates by program for each of the past 8 years. Use Microsoft Excel for this request.

Please return the information requested to our office no later than October 21, 2016. The Minnesota Office of Higher Education is initiating a new procedure for investigating complaints using electronic files. Please send your response electronically by uploading one compressed zipped folder to our secure server. The compressed zip file should be named as follows: "Doctoral Programs_Walden University_Requested Information". The maximum file size for our server is 28.5 MB per upload. You may need to upload more than one compressed zip file. Please upload the documents to our secure server by contacting me for the server address and password prior to October 21, 2016. At that time, please indicate if you will require more than one compressed zip file.

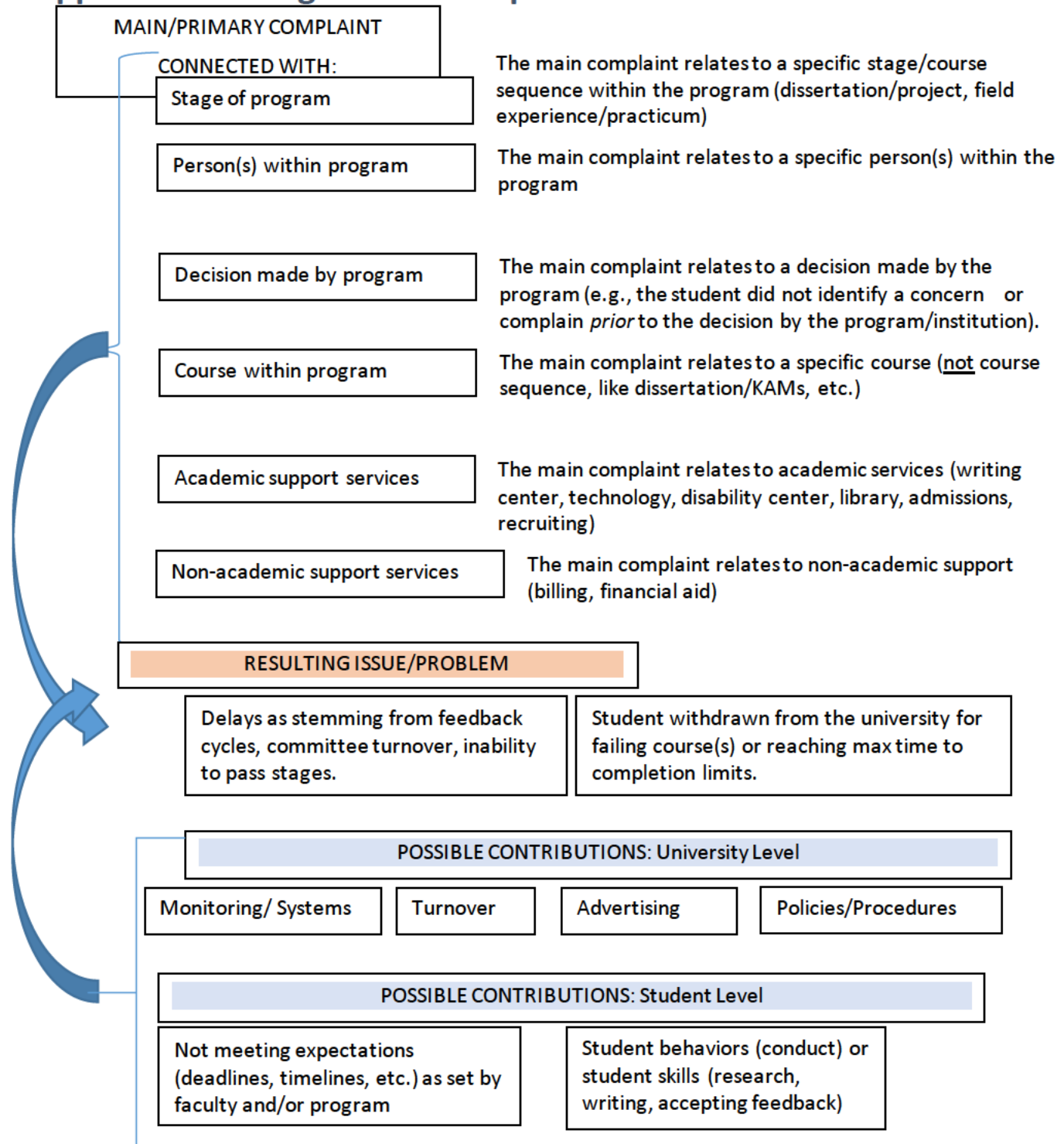
If you should have any questions about this matter please feel free to call me at 651-259-3965 or email at betsy.talbot@state.mn.us at your convenience.

Sincerely,

Betsy Talbot,
Manager
Institutional Registration & Licensing

Enclosure

Appendix B. Categories of Complaints²⁴⁷



²⁴⁷ The purpose of the program review is not to validate possible contributions to the problems as noted in student complaints.

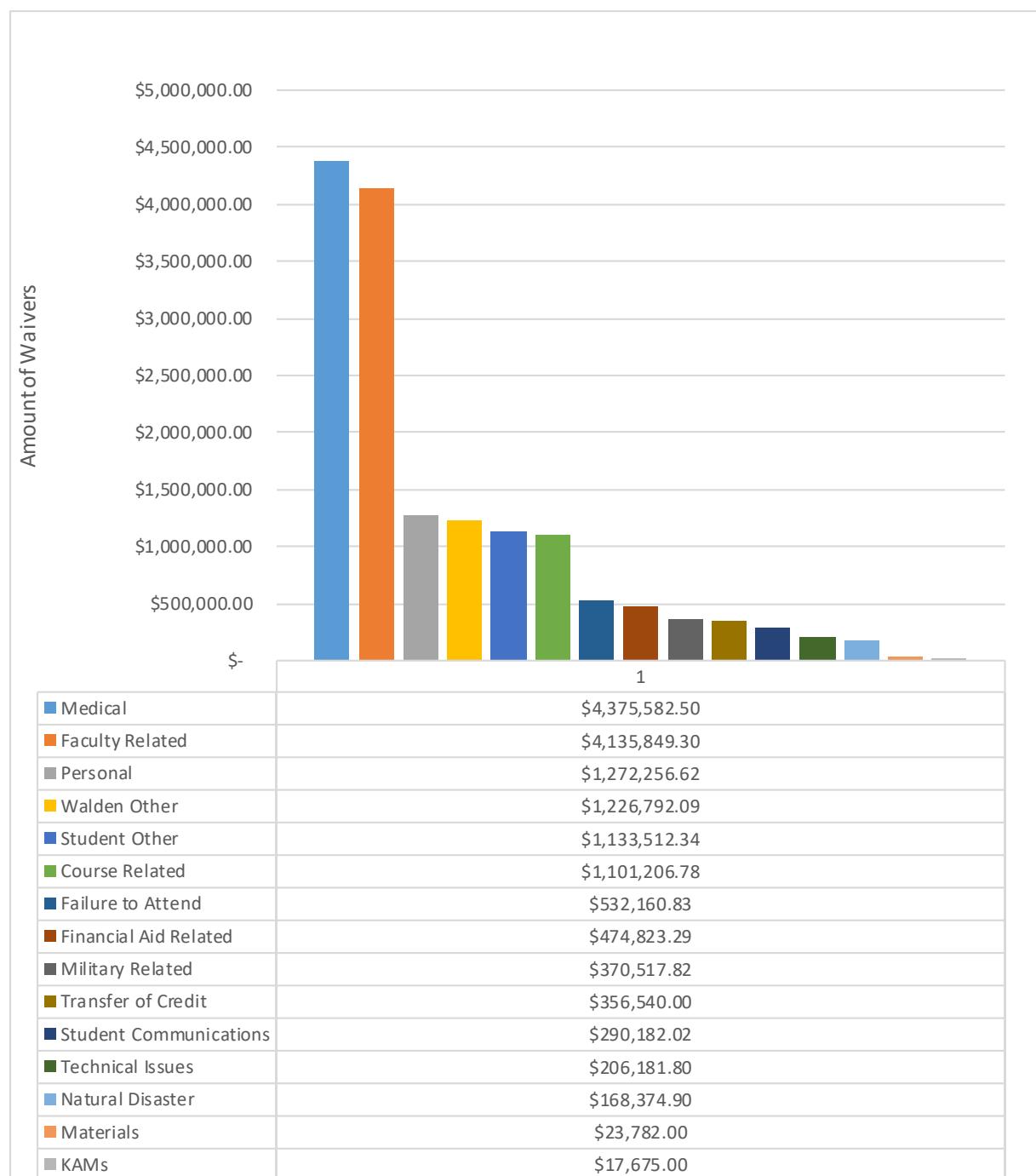
Appendix C. Tuition Waivers

Walden has indicated that tuition waivers are an appropriate and timely financial resolution of legitimate concerns raised by students, whether those concerns are directly attributable to Walden or not.²⁴⁸ Students may request from an academic advisor the “Internal Tuition Waiver Request Form” and on this form note the specific reasons for requesting a waiver. Reasons for the requested waiver include: course registration, course materials, residency, academic/faculty delay, financial aid related, transfer of credit, and other university department error.

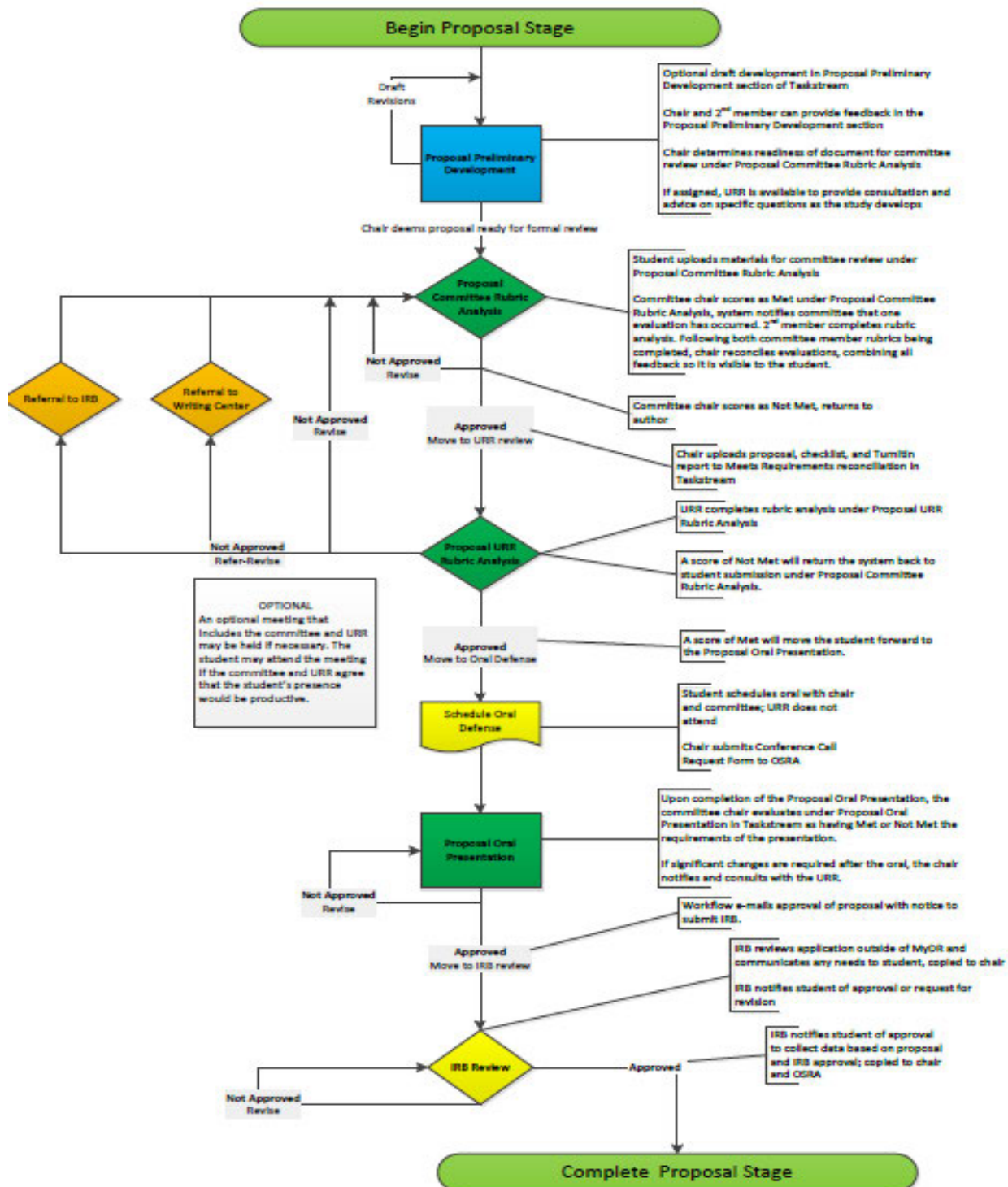
A total of \$17 million in tuition waivers to doctoral students were granted between January 2008 and June 2016. For those students who filed a complaint, and as provided for OHE’s review, waivers totaled \$1,830,691.58. The reason for these waivers is not known in all cases. For cases in which Walden supplied a reason, these included dissertation delays and delays due to faculty. For example, Walden noted “the student had been delayed by her previous committee and awarded the student tuition waivers totaling \$14,750.” In many instances, Walden did not specify how much of the tuition waivers connected with the complainants were resulting from the complaint.

Beyond tuition waiver information related to students filing internal and external complaints, Walden provided information on total tuition waivers granted from January, 2009 through September, 2016. Walden has noted that, despite a tuition waiver category related to a Walden service (e.g., course or faculty), Walden is not necessarily at fault in these cases. As shown in Figure A1, waivers related to medical and faculty reasons (28% and 26%, respectively) make up the majority of the waivers granted to the total doctoral student population from January 2008 and June 2016. Information on the types of waivers categorized as “faculty related” are not known to the office. Waivers connected to issues involving MyDR and/or Task Stream totaled \$58,404.13.

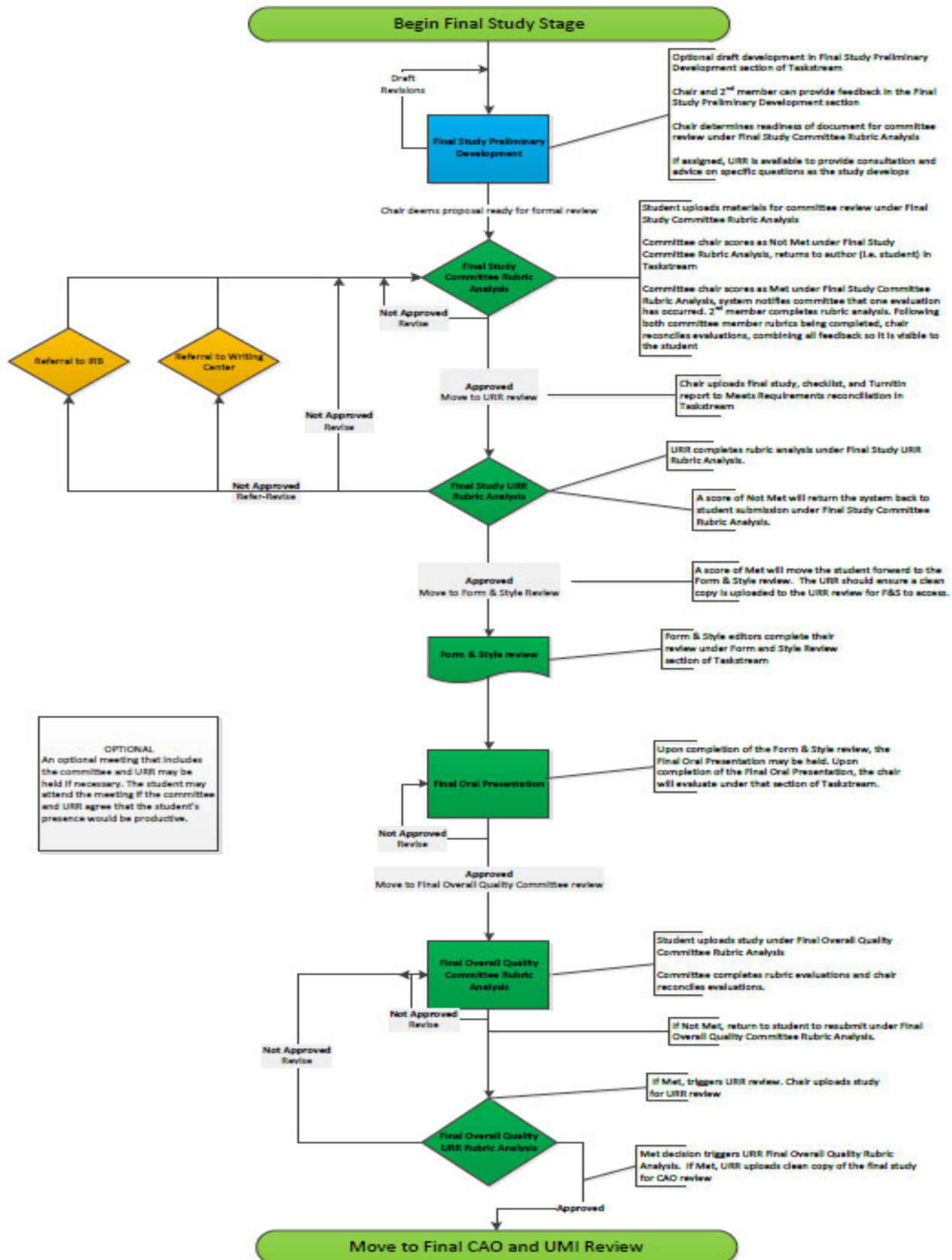
²⁴⁸ Walden letter to OHE 7/21/2017, p. 3

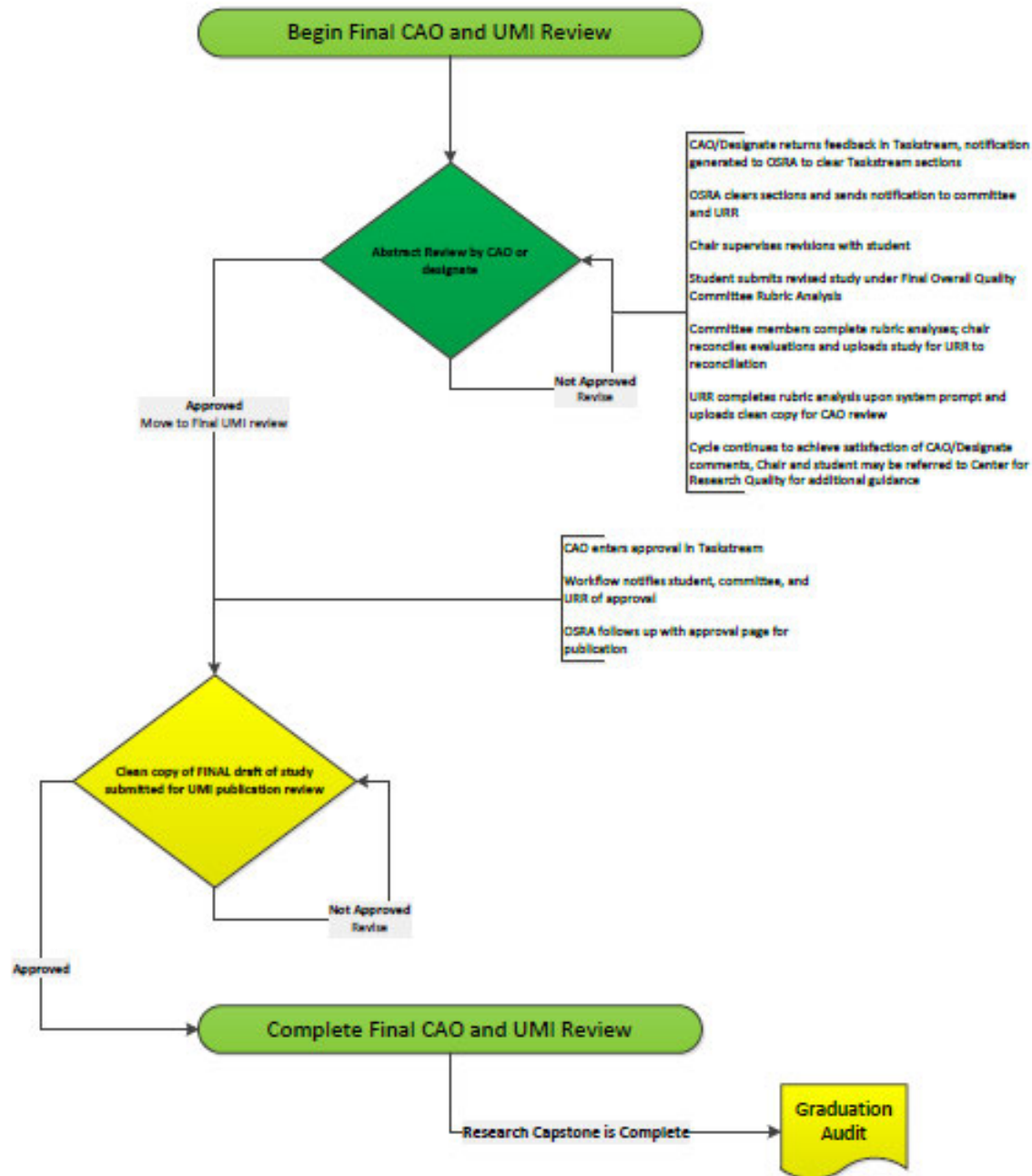
Figure A1. Tuition Waivers Provided by Walden, By Type, Amount, From Jan. 2009 through Sept. 2016

Appendix D. Capstone Process Flowchart²⁴⁹



²⁴⁹ As located in the Walden University Dissertation Guidebook (pp. 30-32)
https://academicguides.waldenu.edu/ld.php?content_id=42353287





Appendix E. Dissertation Process Worksheet²⁵⁰

Updated June 6, 2016

This worksheet was created to help Ph.D. students keep track of the various steps to completing the dissertation. Every student's journey is a little different, so it is important to also follow the guidance of your academic advisors and your supervisory committee, when formed.

Forms and Guides

All documents, guides, and forms for the dissertation process are here:

<http://researchcenter.waldenu.edu/PhD-Dissertation-Process-and-Documents.htm>

All documents for the IRB application are here:

<http://researchcenter.waldenu.edu/Application-and-General-Materials.htm>

Step 1: Committee Formation and Prospectus Development

- Review your program of study, or discuss with academic advisors, to determine when you will need to start your prospectus. At least two quarters prior to this time, complete *Dissertation Premise* (see guide for details).
- Ask academic advisors for advice and/or use the Faculty Expertise Directory (available on *myWalden*) to locate potential committee members, especially a chair.
- At least one quarter before starting the prospectus, send your premise and completed *Committee Nomination Form* to potential committee members. At the very least, you will want to have your chair selected this term.
- Find a second member for your committee, the timing of which will depend on the nature of your program and your project. At least one member needs to be designated as a content expert and one as methodologist.
- Submit your prospectus to the Office of Student Research Administration (OSRA) at research@waldenu.edu.
- Your nominees will submit their nomination forms to the Office of Student Research Administration (OSRA) at research@waldenu.edu.
- Receive notification that the committee member was approved by your program director.
- Finalize your prospectus, such that it meets all the quality indicators on the *Prospectus Dissertation Rubric*, and submit to MyDr/Taskstream for your committee for review.
- Committee members will evaluate your prospectus and complete their rubrics in MyDr/Taskstream if it is approved it will be sent forward for review by your program director.
- To obtain a university research reviewer (URR) upon approval of your prospectus, send the approved copy of your *Dissertation Prospectus* along with the *URR Request Form* to research@waldenu.edu, to request a URR.

Step 2: Proposal Development and Approval Process

²⁵⁰ Retrieved from <https://academicguides.waldenu.edu/researchcenter/osra/phd>

- Work with full committee to complete your *Dissertation Proposal* (the first three chapters), using the *Dissertation Checklist* that aligns to your methodology and the *Basic PhD Dissertation Template (6th ed.)*, which is available on the [Writing Center](#) website, to support development.
- When the *Dissertation Proposal* is approved by your dissertation supervisory committee, it will be forwarded to the URR in Taskstream along with the Turnitin report, the *Dissertation Checklist*, which you need to complete, and the *Dissertation Minimum Standards Rubric* from each committee member.
- If revisions are requested by the URR, work with your chair and committee to address each revision. You will then resubmit the proposal to Taskstream.
- After the proposal has been fully approved (the chair, committee member, and URR have rated all areas of the *Dissertation Minimum Standards Rubric* as “met”), your chair will work with you to move forward with the oral conference for your proposal.
- Find three times that work for your committee members to hold an oral conference, and give the times to your committee chair.
- Receive confirmation from the OSRA that your conference has been scheduled
- Participate in and pass your oral conference. Make any remaining updates requested by your committee.
- You and your committee will be notified by Workflow and your landing page concerning the approval of the proposal.

Step 3: IRB Approval Process and Data Collection

- Complete IRB application with feedback from your chair and/or methodologist.
- After receiving approval of your proposal, submit IRB application and all supplemental materials to IRB@waldenu.edu.
- Complete any revisions requested by the IRB.
- Receive IRB approval and *Notification of Approval to Conduct Research*.
- Conduct your study.
- Begin preparing the final document by updating your proposal to be written in the past tense.

Step 4: Dissertation Completion and Approval Process

- Work with your dissertation committee to complete the remaining two chapters, using the *Dissertation Checklist* and *Basic PhD Dissertation Template (6th ed.)*.
- When the dissertation is ready for review, you will upload it to Taskstream along with a copy of the Turnitin report, the *Dissertation Checklist*, which you need to complete.
- Your committee will then review, upon approval it will be sent to the URR for review.
- If revisions are requested by the URR, work with your chair and committee to address each revision.
- After the dissertation has been approved by the URR, it will be sent to for Form and Style review.
- If you haven’t done so already, please ensure that you have submitted your Graduation Application. The Graduation Application is located on the Student Services tab of your **myWalden** portal.
- Receive results of Form and Style review from the dissertation editors.
- Make all changes required by Form and Style review.
- Find three times that work for your committee members to hold and oral conference, and give the times to your committee chair. Again, note that the request for an oral conference line must be made at least 1 week prior to the requested dates.
- Receive confirmation from OSRA that your conference has been scheduled.

- Participate in and pass your oral conference, and make any required revisions that have been requested by your committee.
- Submit a copy of your dissertation to Taskstream for committee and URR review.
- If revisions are requested by the URR, work with your chair to address each revision. You will then resubmit to Taskstream
- Receive notification of URR approval via Workflow and your landing page.

Step 5: Final Steps Prior to Graduation

- Receive confirmation that your abstract has been submitted to the chief academic officer (CAO)
- If revisions are requested by the CAO, work with your chair and URR to address each revision. You will need to resubmit to Taskstream.
- Receive final approval of the dissertation from the OSRA.
- Complete submission to ProQuest, per instructions from the OSRA.
- Receive confirmation that your ProQuest submission has been accepted
- Complete and return *Survey of Earned Doctorates*
- Receive confirmation from graduation@waldenu.edu that your degree audit has been completed.
- Review [myWaldenAlumni](#) for more information on attending commencement. Remember, if you want to participate in graduation ceremonies, approval of your dissertation and your final degree audit must occur at least one quarter before the term in which the ceremony occurs.

Appendix F. Walden Recruitment and Advisement

OHE asked Walden to explain its recruitment processes for doctoral programs, to provide information on how leads are obtained and followed up on, to describe any career fair or convention-type events used off-campus to recruit students, and to include any admissions scripts and training materials used by admissions representatives. The following represents a summary of the information reviewed with notations that are relevant to the current program review.

Table A1. Summary of Enrollment Advisor Materials

INFORMATION REVIEWED	NOTES RELEVANT TO PROGRAM REVIEW
Guided Responses Handbook: How to answer, explain, and advise students effectively and clearly	Information for enrollment advisors on best practices, responding to prospects questions on for-profit status, support services, accreditation, transfer credits, etc. There is no information provided relating to completion rates or how long it will take to complete a program.
Onboarding	Photocopy of binder of training materials, several from 2013, 2015; financial aid training
Ph.D. in Education, Program Information Guide (10/18/2016)	Time to completion varies by student, please refer to the program data page for this program's time to completion metrics (no hyperlink)
Ed.D. Residencies	Questions and answers regarding residencies and support provide and benefits of them.
Ph.D. in Education (October 2015)	Training materials in video format with Q and A for enrollment advisors and a quiz based on prospect background to aid in matching prospect to best program.
Key Elements of Walden's Doctoral Programs in Public Health	Comparison between the DrPH and Ph.D. in Public Health. Includes credit and cost comparisons.
DBA, Program Information Guide (10/17/2016)	Time to completion varies by student, please refer to the program data page for this program's time to completion metrics (no hyperlink).
Ph.D. in Management, Program Information Guide (10/17/2016)	Time to completion varies by student, please refer to the program data page for this program's time to completion metrics (no hyperlink).

Additional information was requested from Walden regarding admissions materials (degree plan templates, enrollment agreements) and advising materials (degree planning tools, degree auditing tools, advising guidebooks) related to time to completion.

Table A2. Walden-supplied Advising Information as Related to Time to Completion

DOCUMENT	NOTES RELEVANT TO REVIEW
Office of Financial Aid Program Terms and Conditions (2016-2017)	Satisfactory academic progress (SAP) standards (p. 32)
SAP maximum timeframe warning notice	Template of letter for students close to reaching max timeframe for federal financial aid
SAP maximum timeframe reached/exceeded notice	Template of letter for students who have reached or exceeded max timeframe for federal financial aid
SAP progress appeal	Steps for students who wish to appeal financial aid SAP.
Student Handbook (2016-2017)>Enrollment Requirements	Time limits from initial enrollment to completion of degree are listed by degree level.
Sample degree audit	Output of degree audit for a student. Lists catalog term and expected graduation date (eight years from the time a student enrolls).
Quick answer on time to completion ²⁵¹	States academic advisor can give a general estimate on length most students take to complete their programs.
Sample letter to students in year five or six of their program	Letter template with Walden policies on time limits of degree levels, link to student handbook, and possible consequences of reaching time limits.
Sample Program of Study document (Ph.D. Management)	Program of study template which lists minimum required credits and sequence of courses.
Individual Academic Plan	Required for students who are not making adequate progress in their program; requires reflection on progress and goal-setting.
Enrollment verification letters	Sample of a letter sent upon request; reflects eight year time to completion and anticipated graduation date.

Additional materials related to time to completion and degree plans were reviewed through the context of reviewing complaints.

Table A3. Program Guides, As Reviewed by OHE

DOCUMENT	NOTES RELEVANT TO REVIEW
Walden University DBA Program Developmental Process Flowchart ²⁵²	For the DBA 9000 Doctoral Study Courses, states “Approximately 5 terms/40 weeks” and “generally, plan to take DBA 9000 five times”

²⁵¹ <http://academicanswers.waldenu.edu/fag/72925>

²⁵² Q04_000651

DOCUMENT	NOTES RELEVANT TO REVIEW
DBA Program Sequence ²⁵³	States the DDBA 9000 courses are taken as many time as needed to complete the degree typically a minimum of 5 terms”
Lifecycle of a Walden DBA Student ²⁵⁴	The 4-credit Doctoral Study Completion Course is taken as many times as needed to complete the degree (typically a minimum of 5 terms).

²⁵³ Q04_000650

²⁵⁴ Q04_000647-649

Appendix G. Substantial Progress Grading²⁵⁵

SUBSTANTIAL PROGRESS GRADING IN DOCTORAL CAPSTONE COURSES

Guidelines for Assessing Progress as Satisfactory (S)

To receive a **satisfactory** grade, the student must have addressed **each** of the major course expectations and satisfactory progress to include:

Planning Activities **20%**

- **Submission of term plan within the first 7 days of the course. Submission of term plan is required to receive an S and remain enrolled in the course**
 - The student will have submitted their proposed term plan within the first 7 days of the course; and afterward, the student will have actively worked with the chair to collaboratively define the finalized specific, substantial, tangible and feasible goals and work products for the term
- **Relevant planning discussions and correspondences for both long term and short term planning for the term and the program**
 - Student meeting/corresponding with chair to review and discuss the term plan
 - Revising term plan as agreed upon by chair and student

Progress Activities **80%**

- **Documented progress toward goals and work products as outlined in the term plan through timely communication with the chair (e.g., weekly, monthly, midterm updates)**
Student needs to meet goals agreed to by chair and student in order to receive an S. Appropriate goal categories include:
 - **Submission of drafts and other materials** in the appropriate drop-box/MyDR stage (e.g., a chapter of the proposal, an SPSS analysis, Learning Agreement or section of a KAM).^{*}
 - Student is able to demonstrate satisfactory doctoral-quality work through positive evaluation of writing and research against the appropriate checklists and/or rubrics
 - **Activities that support dissertation completion** (e.g., submission of IRB application, oral conference held, data collection and analysis).
 - Student is able to demonstrate satisfactory doctoral-quality work through obtaining necessary MET evaluations (e.g., IRB approval to conduct research, or successful oral conference)
 - **Completion of academic coursework^{**}**
 - Student is able to demonstrate satisfactory doctoral-quality work through passing grade in coursework listed in the /term plan
 - **Residency attendance^{**} (*only attending a residency is not sufficient to receive an "S" grade in the research course^{***}*).**

²⁵⁵ Provided by Walden to OHE, 8/14/2017, in response to OHE's request for Walden's process for monitoring academic performance during the dissertation writing process.

- Student is able to demonstrate satisfactory doctoral-quality work through “S” grade for the residency participation listed in the term plan
- **Participation in mentor/chair -led discussions.**
 - Student is able to demonstrate satisfactory doctoral-quality work through Rubric criteria for discussion posts contained in the course syllabus.
- **Submission of required reports, before the last day of the course**
 - Student is able to demonstrate satisfactory doctoral-quality work through meeting the criteria for reports contained in the assignment in the course syllabus

A Satisfactory (S) grade = 80% or above; Unsatisfactory (U) = 79% and below, however omission of, or failure to participate in any of the major course expectations will normally constitute unsatisfactory overall performance in the course regardless of performance in other criteria.

* Some programs do not require a final report, thus [%] figures represent the adjusted criterion weighting for these programs.

** academic coursework and residency attendance would be considered as contributing to substantive progress in doctoral capstone courses only if these were included within a current IAP or KAM based plan

***A doctoral degree is a writing-intensive experience, so students should expect to be submitting drafts of some component during every term that they are enrolled in Research Forum.

Because doctoral education and the research process are occasionally unpredictable, the student’s mentor/chair is responsible for making a holistic assessment of progress in a term, taking into account reasonable extenuating circumstances, and overall progress on the degree.

EXHIBIT 3

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

ALJANAL CARROL, et al.,

Plaintiffs,

v.

WALDEN UNIVERSITY, LLC, et al.

Defendants.

Civil No.: 1:22-cv-0051-JRR

DECLARATION OF ROBERT HYTE: RE:
SETTLEMENT SERVICES, INC.
EXPERIENCE

DECLARATION OF ROBERT HYTE

I, Robert Hyte, declare as follows:

1. I am a Director of Operations for Settlement Services, Inc. ("SSI"). My business address is 2032-D Thomasville Road, Tallahassee, Florida, 32308. My direct telephone number is 850-523-4929. I am over twenty-one years of age and am authorized to make this declaration on behalf of SSI and myself.

2. SSI has over 30 years of experience, having provided services in over 800 class action settlements and involving all phases of class action settlement administration. SSI has extensive experience in administering settlements in multiple areas of law, which include but are not limited to Title VII, wage and hour, and various allegations under ERISA and other related laws.

3. Examples of cases we have administered include:

- a. *Gonzalez v. Abercrombie & Fitch*. A \$48 million Title VII settlement with a class of over 171,000 people.
- b. *Scott v. Family Dollar*. A \$45 million Title VII settlement with a class of over 37,229 people.
- c. *Walsh v. Corepower*. A \$1.65 million FLSA settlement involving 14,877 Collective Members.

1 d. *In re Tyson Foods, Inc.* A \$17.5 million FLSA settlement involving 16,726
2 Collective Members.

3 e. *Hammond v. Lowes Home Center, Inc.* A FLSA (settlement amount was kept
4 confidential) settlement involving more than 58,000 Collective Members.

5 f. *Hunter v. First Transit Inc.* A \$5.9 million FCRA settlement involving 143,585
6 Class Members.

7 4. SSI offers a wide range of services. These duties can include class notification
8 including the design of mailed and published notice, tracing services, case-specific websites,
9 claims evaluation and processing, calculation and distribution of awards, and telephone support
10 for responding to inquiries from class members. In addition, SSI has extensive experience in
11 establishing, maintaining, and administering Qualified Settlement Funds, including all tax
12 reporting. I have had discussion with Counsel regarding the anticipated duties and find that all
13 aspects of the administrator's duties are common and within SSI's abilities.
14

15 I declare under penalty of perjury under the laws of the State of Florida that the foregoing
16 is true and correct. Executed on this 21st day of March 2024 at Tallahassee, Florida.

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EXHIBIT 4



RELMAN COLFAX

[WHO WE ARE](#)

[WHAT WE DO](#)

[WHY WE DO IT](#)

[CONTACT US](#)

[En Español](#)



What We Do

Relman Colfax PLLC is a national civil rights law firm, with a litigation practice focused on combating discrimination and obtaining equity, including in the areas of housing, lending, employment, public accommodations, education, and police accountability. Our practice includes individual and class action lawsuits on behalf of plaintiffs who have experienced discrimination and harassment on the basis of race, national origin, color, religion, sex (including sexual orientation and gender identity), disability, age, familial status, and source of income.

The firm also provides legal counsel to progressive financial institutions, Internet-based companies, housing providers, local governments, and nonprofits wishing to be industry leaders on civil rights compliance. We conduct internal investigations and provide counseling regarding consumer protection, privacy, lending, employment, whistleblower, and federal regulatory matters. Our practice also includes analysis and strategy regarding public policy issues and proposed legislation affecting civil rights.

WHAT WE DO

[Practice Areas](#)

[Cases & Matters](#)

[News & Updates](#)

EXHIBIT 5

ABOUT US

The National Student Legal Defense Network (Student Defense) is a non-partisan, non-profit 501(c)(3) organization that works to advance students' rights to educational opportunity and to ensure that higher education provides a launching point for economic mobility.

Student Defense was created in 2017 by former U.S. Department of Education officials who were deeply concerned that federal higher education policies were moving in the wrong direction, especially on the critical issues of student debt and consumer protection. Our focus spans the entire student lifecycle, from recruitment and supporting students' basic needs to educational quality to completion to student loan repayment.

Through policy research, litigation, and advocacy, we work to protect students and promote accountability in higher education. Student Defense is particularly focused on representing students from low-income backgrounds, communities of color, veterans, and women (especially single mothers), who are often disproportionately harmed in the process. We also advocate for enhanced oversight by state agencies, the federal government, and higher education accreditors.

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tarcion Fluker,

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendant.

Case No. 1:22-cv-00051-JRR

DECLARATION OF ALJANAL CARROLL

I, Aljanal Carroll, hereby declare as follows:

1. I am a Named Plaintiff in the above-captioned action. I am over the age of eighteen and am competent to make this Declaration. I have personal knowledge of the matters set forth herein.

2. I am a Black woman who was a student in the Doctor of Business Administration program at Walden University from September 2017 until October 2020. Having previously earned my Master of Business Administration (“MBA”), I learned about Walden’s DBA program through its Internet advertisements and my review of the university’s website.

3. I provided my contact information through a form on Walden’s website. After providing my information, I spoke with one of Walden’s enrollment advisors.

4. Based on information provided by Walden’s enrollment advisor and its website, I expected my degree to require nineteen capstone-level credits and take eighteen months. I relied on this information when I decided to enroll in the DBA program.

5. I completed the coursework phase of the DBA program during the spring 2019 semester and began the capstone phase of the program shortly thereafter.

6. Despite Walden's representations, I had to complete thirty-four capstone credits to obtain my degree. The whole program took over three years to complete, not eighteen months.

7. I graduated from the DBA program in October 2020.

8. The extra capstone credits that I had to complete cost approximately \$15,000.

9. During the course of this litigation, I have committed significant time and effort to meet with counsel to provide information regarding my experiences in the DBA program at Walden, including telephonic and video meetings with counsel, providing counsel with pertinent documents.

10. I traveled to, attended, and participated in the May 4, 2023 in-person mediation in New York

11. I met virtually with the mediator for the September 21, 2023 mediation, Michael K. Lewis. During the September mediation, I approved the monetary terms of the settlement agreement. I subsequently provided my attorneys with input on the non-monetary terms of the settlement agreement based on my experiences and those of other class members who were enrolled in the DBA program.

12. Based on my experiences in the DBA program and my participation in the mediation discussions, I am in support of the terms of the settlement agreement and believe it provides a fair, reasonable, and adequate resolution for the members of the class.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED WITHIN THE UNITED STATES ON: March 25, 2024

By: Aljamaal Carroll
Aljamaal Carroll

EXHIBIT 7

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker,

Plaintiffs,

v.

Walden University, LLC and Walden e-
Learning, LLC,

Defendant.

Case No. 1:22-cv-00051-JRR

DECLARATION OF CLAUDIA PROVOST CHARLES

I, Claudia Provost Charles, hereby declare as follows:

1. I am a Named Plaintiff in the above-captioned action. I am over the age of eighteen and am competent to make this Declaration. I have personal knowledge of the matters set forth herein.

2. I am a Black woman who was a student in the Doctor of Business Administration program at Walden University from July 2017 to May 2021. Having previously earned my Master of Business Administration (“MBA”), I learned about Walden’s DBA program through my review of the university’s website.

3. I provided my contact information through a form on Walden’s website. After providing my information, I spoke with one of Walden’s enrollment advisors.

4. Based on information provided by Walden’s enrollment advisor and its website, I expected my degree to cost approximately \$50,000, require nineteen capstone credits, and take two and a half years. I relied on this information when I decided to enroll in the DBA program.

5. I completed the coursework phase in spring 2019 and began the capstone phase of the program shortly thereafter.

6. Despite Walden's representations, I had to complete forty capstone credits to obtain my degree. The whole program took nearly four years, not two and a half.

7. I graduated from the DBA program in May 2021.

8. The extra capstone credits that I had to complete cost approximately \$21,000.

9. During the course of this litigation, I have committed significant time and effort to meet with counsel to provide information regarding my experiences in the DBA program at Walden, including telephonic and video meetings with counsel and providing counsel with pertinent documents.

10. I traveled to, attended, and participated in the May 4, 2023 in-person mediation in New York.

11. I met virtually with the mediator for the September 21, 2023 mediation, Michael K. Lewis, in advance of the mediation. During the September mediation, I approved the monetary terms of the settlement agreement. I subsequently provided my attorneys with input on the non-monetary terms of the settlement agreement based on my experiences and those of other class members who were enrolled in the DBA program.

12. Based on my experiences in the DBA program and my participation in the litigation and mediation discussions, I support the terms of the settlement agreement and believe it provides a fair, reasonable, and adequate resolution for the members of the class.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED WITHIN THE UNITED STATES ON: March 25, 2024

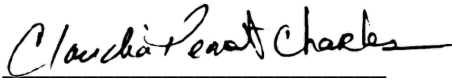
By: 
Claudia Provost Charles

EXHIBIT 8

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker,

Plaintiffs,

v.

Walden University, LLC and Walden e-
Learning, LLC,

Defendant.

Case No. 1:22-cv-00051-JRR

DECLARATION OF TIFFANY FAIR

I, Tiffany Fair, hereby declare as follows:

1. I am a Named Plaintiff in the above-captioned action. I am over the age of eighteen and am competent to make this Declaration. I have personal knowledge of the matters set forth herein.
2. I am a biracial woman, and a member of a Black household, who was a student in the Doctor of Business Administration program at Walden University from June 2016 to January 2021. I learned about Walden's DBA program through my review of the university's website.
3. I communicated with one of Walden's enrollment advisors through email.
4. Based on information provided by Walden's enrollment advisor and its website, I expected my degree to cost approximately \$39,000, require nineteen capstone credits, and take two and a half years. I relied on this information when I decided to enroll in the DBA program.
5. I completed the coursework phase of the DBA program in March 2018 and began the capstone phase of the program shortly thereafter.

6. Despite Walden's representations, I had to complete forty-nine capstone credits to obtain my degree. The whole program took approximately four and a half years to complete, not two and a half years.

7. I graduated from the DBA program in January 2021.

8. The extra capstone credits that I had to complete cost over \$25,000.

9. During the course of this litigation, I have committed significant time and effort to meet with counsel to provide information regarding my experiences in the DBA program at Walden, including telephonic and video meetings with counsel, providing counsel with pertinent documents.

10. I traveled to, attended, and participated in the May 4, 2023 in-person mediation in New York.

11. I met virtually with the mediator for the September 21, 2023 mediation, Michael K. Lewis, in advance of the mediation. During the September mediation, I approved the monetary terms of the settlement agreement. I subsequently provided my attorneys with input on the non-monetary terms of the settlement agreement based on my experiences and those of other class members who were enrolled in the DBA program.

12. Based on my experiences in the DBA program and my participation in the mediation discussions, I am in support of the terms of the settlement agreement and believe it provides a fair, reasonable, and adequate resolution for the members of the class.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED WITHIN THE UNITED STATES ON: March 26, 2024

By: 
Tiffany Fair

EXHIBIT 10

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED
CLASS ACTION SETTLEMENT, PROVISIONAL CERTIFICATION OF CLASS AND
APPROVAL OF NOTICE**

The Court having reviewed the proposed terms of the Settlement set forth in the executed Settlement Agreement, by and between Defendants Walden University, LLC, and Walden e-Learning, LLC (collectively, “Walden”), and the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker (collectively “Plaintiffs”), both individually and as representatives of the Class, in the above-styled Civil Action, together with all exhibits thereto, the record in the Civil Action, and the arguments of counsel;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.
2. The proposed terms of Settlement set forth in the Settlement Agreement are hereby preliminarily approved as being within the range of possible final approval as fair,

reasonable, and adequate such that notice thereof should be given to members of the Class.

3. For purposes of resolution of claims for monetary relief, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of resolution of claims for injunctive relief, pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, the following class (the “Settlement Class”) is provisionally certified for purposes of Settlement only: (a) all Black students who enrolled in and/or began classes for Walden University’s Doctor of Business Administration (“DBA”) program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.
4. Inherent in the Court’s provisional certification of the Class are the following findings:
 - (a) the Class is ascertainable; (b) its members are too numerous to be joined practicably;
 - (c) there are questions of law and fact common to the Class; (d) the Plaintiffs’ claims are typical of the claims of the Class as a whole; (e) the Plaintiffs will fairly and adequately protect the interests of the Class; (f) neither the Plaintiffs nor Plaintiffs’ Counsel have interests adverse to the Class, and Plaintiffs’ Counsel are competent and experienced; (g)

final injunctive relief and corresponding declaratory relief is appropriate respecting the Class as a whole; and (h) common questions of law and fact predominate over questions affecting only individual members of the Class and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

5. This Court's provisional certification of the Class and findings incident thereto shall be solely for settlement purposes. Provisional certification of the Class shall be vacated and shall have no effect in the event that the Settlement Agreement is not finally approved by this Court or otherwise does not take effect. In the event the Court's approval of the Settlement Agreement, entry of the Order and Final Judgment, or certification of the Class is or are disapproved, reversed, vacated or terminated, neither the Settlement Agreement nor the findings in this Order shall affect the rights of the Parties to take action in support of or in opposition to class certification or to prosecute or defend the Civil Action, or this Court's ability to grant or deny certification for litigation purposes. If this Order for Notice and Hearing is vacated, the Parties shall be restored to the *status quo ante* as of the date preceding the date of this Order.
6. The Court finds that the method of providing notice to the Class proposed in the Settlement Agreement constitutes the best method for providing such notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members of their rights and obligations, complying fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Notice and Claim Form, which are attached hereto as Exhibits A and B, are hereby approved as to form. Pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Notice, to be distributed by mail, text, and email, states (i) the nature of

the action; (ii) the definition of the class certified; (iii) the class claims, issues, and defenses; (iv) that a Class Member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; (v) the binding effect of a class judgment on members under Rule 23(c)(3); and (vi) that more information is available from the Claims Administrator upon request. The Notice also explains that the Claim Form will be provided to Class Members if this Court grants final approval of the Settlement, describes the Settlement administration process, and informs Class Members that Defendants will provide certain information covered by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, pursuant to the Court’s order granting preliminary approval, to the Claims Administrator and Plaintiffs’ Class Counsel absent objection for use in implementing the Settlement. Further, the Notice informs the Class Members that the Settlement Agreement provides for the release of their Released Claims (as that term is defined in the Settlement Agreement) and the payment of Plaintiffs’ Counsels’ attorneys’ fees. *See* Fed. R. Civ. P. 23(h).

7. Settlement Services, Inc. is approved as the Claims Administrator for the proposed Settlement. Within five (5) calendar days of the entry of this Order, Defendants shall pay or cause to be paid, on behalf of Defendants, \$100,000 into an interest-bearing account designated and controlled by Lead Plaintiffs’ Counsel (the “Administration Costs Account”). The \$100,000 payment shall be paid out of the total Settlement Fund (as that term is defined in the Settlement Agreement). Funds from the Administration Costs Account may be dispersed, as reasonably required and without further approval of the

Court, to pay Claims Administration Costs incurred by the Claims Administrator, billed to Lead Plaintiffs' Counsel as they become due.

8. Within five (5) calendar days of the entry of this Order, Defendants shall prepare and deliver an Excel spreadsheet to the Claims Administrator containing the names, last known addresses, last known telephone numbers, last known email addresses, and dates of attendance of all potential Class Members ("Class Intake List"). Defendants shall simultaneously provide a copy of the Class Intake List to Lead Plaintiffs' Counsel. The Claims Administrator shall conduct a trace using LexisNexis and the National Change of Address registry to determine, to the best extent possible and using its discretion, the most likely current address of each individual on the Class Intake List.
9. Within twenty-one (21) calendar days after the entry of this Order, the Claims Administrator shall cause to be sent, via first class mail, text, and email, the Notice substantially in the form attached as Exhibit A using the most recent contact information of the individuals on the Class Intake List.
10. Fifty (50) days after the Notice is distributed, Defendants shall supplement the Class Intake List with each potential Class Member's social security number, number of capstone credits completed as of the date this Order is entered, and number of capstone credits required by Walden's Course Catalog in effect as of the individual's DBA program start date, unless the potential Class Member has objected to such disclosure. Defendants shall provide this information pursuant to this Order.
11. Notwithstanding paragraph 8 above, Defendants will not include on the Class Intake List any individual who received a *Thornhill* Payment unless and until such individual waives confidentiality with respect to the settlement of the *Thornhill* litigation. As to potential

Class Members who provide such waivers, Defendants will include on the Class Intake List the amount of their respective *Thornhill* Payment.

12. Plaintiffs' Counsel and Plaintiffs are hereby appointed to represent the Settlement Class.

Relman Colfax PLLC is hereby appointed as Lead Plaintiffs' Counsel.

13. A hearing (the "Fairness Hearing") shall be held by the Court on _____ (91 days after the date of entry of this Order or at the Court's convenience) to consider and determine whether the requirements for certification of the Class have been met, whether the proposed Settlement of the Civil Action on the terms set forth in the Settlement Agreement should be approved as fair, reasonable, and adequate, whether Plaintiffs' Counsels' award of attorneys' fees and costs should be approved, whether Plaintiffs' incentive awards should be approved, and whether the Order and Final Judgment approving the Settlement and dismissing the Civil Action on the merits and with prejudice against Class Members should be entered.

14. The Fairness Hearing may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

15. Any individual who seeks to be excluded from the Class may do so by submitting an opt-out letter to the Claims Administrator using the email or mailing address in the Notice on or before that date that is sixty-three (63) calendar days after the date of entry of this Order. Opt-out letters sent by mail must utilize first class mail, postage prepaid, and be postmarked no later than the deadline. Opt-out letters must contain a written statement signed by the individual that includes: (i) the individual's name, address, social security number, and telephone number; (ii) the title of the Civil Action (*Aljanal Carroll, et al. v.*

Walden University, et al., Case No. 1:22-cv-00051-JRR); and (iii) a statement as set forth in the Notice that the individual wishes to be excluded from the Settlement. Any Class Member who does not submit a valid and timely request to opt out, as set forth in the Notice, will be bound by the Order and Final Judgment dismissing the Civil Action on the merits and with prejudice.

16. Any individual who declines disclosure of information covered by FERPA shall be deemed to have opted out of the Settlement.
17. Any individual who excludes himself or herself from the Class may rescind that decision up to and including the date that is seventy-seven (77) calendar days after the date of entry of this Order by following the procedure set forth in the Notice.
18. Objections by any Class Member to: (i) the certification of the Settlement Class and the proposed Settlement contained in the Settlement Agreement and described in the Notice; (ii) the payment of fees and expenses to Class Counsel; (iii) the payment of incentive awards to Plaintiffs or Declarants; and/or (iv) the entry of the Order and Final Judgment dismissing the Civil Action on the merits and with prejudice, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if such objector sends to the Court, at the following address: The United States District Court for the District of Maryland, 101 West Lombard Street Chambers 3A, Baltimore, MD 21201, postmarked no later than seventy-seven (77) calendar days after the date of entry of this Order, a written and signed statement that includes the following: (i) the objector's name, address, and telephone number; (ii) the name of the case (*Aljanal Carroll, et al. v. Walden University, et al.*, Case No. 1:22-cv-00051-JRR); (iii) the dates of the objector's attendance at Walden's DBA program; (iv) a

sentence stating that the objector confirms under penalty of perjury that he or she is a class member; (v) the basis of the objection[s]; (vi) the identity of any witnesses objector may call to testify at the Fairness Hearing; and (vii) copies of any exhibits objector intends to offer into evidence at the Fairness Hearing, and all other papers in support of such objections. The foregoing papers shall expressly refer to the name of this Civil Action as it appears in this Order, as well as to the Honorable Julie R. Rubin and the case number, and they shall also be mailed to the following addresses:

Court	Plaintiffs' Counsel	Defense Counsel
United States District Court for the District of Maryland, Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201	Tara Ramchandani Relman Colfax PLLC 1225 19th St., NW #600 Washington, DC 20036	Caitlin E. Dahl Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, IL 60611

Any Class Member who does not comply with these requirements will be deemed to have waived any objections and will be forever barred from making any objections to the proposed Settlement.

19. It is not necessary for an objector to appear at the Fairness Hearing. However, if an objector wishes to appear and/or speak at the Fairness Hearing, whether personally or through an attorney, the objector must submit and sign a Notice of Intent to Appear. All such Notices of Intent to Appear shall expressly refer to the name of this Civil Action as it appears at the top of this Order, as well as to the Honorable Julie R. Rubin and the case number. In addition, all Notices of Intent to Appear must clearly identify: (1) the objector's name, address, and number; and (2) the name, address and telephone number of any attorney(s) who will be appearing at the Fairness Hearing on the objector's behalf. If an objector wishes to appear and/or speak at the Fairness Hearing, whether personally

or through an attorney, the objector's Notice of Intent to Appear must be mailed to the Court, Plaintiffs' Counsel, and Defendants' Counsel at the above addresses, and be postmarked no later than seventy-seven (77) calendar days after the date of entry of this Order.

20. The Claims Administrator shall not be responsible for any of the relief provided to the Settlement Class under this Settlement Agreement. For its actions relating to the implementation of this Settlement Agreement, to the extent permitted by applicable law, the Claims Administrator shall have the same immunity that judges have for their official acts.
21. No later than fourteen (14) calendar days prior to the above date set for the Fairness Hearing, the Claims Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the required notice has been completed in accordance with the provisions of this Order.
22. Within eighty-four (84) days after entry of this Order, Plaintiffs shall move the Court to enter an Order and Final Judgment substantially in the form attached hereto as Exhibit C and shall file a memorandum addressing any timely-filed written objections to the Settlement.
23. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

Dated: _____

Hon. Julie R. Rubin
United States District Judge

**Order Granting Preliminary Approval of Class Action
Settlement and Conditional Certification of Class and Approval
of the:**

Exhibit A (Notice)

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

ALJANAL CARROLL, et al.,

Plaintiffs,

v.

WALDEN UNIVERSITY, LLC., et al.,

Defendants.

Case No. 1:22-cv-00051-JRR

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

TO: Black and Female students who were enrolled in the Doctor of Business Administration program at Walden University from August 1, 2008 to January 31, 2018.

THIS IS A COURT-ORDERED NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

This Notice of Settlement and Fairness Hearing is to inform you of a proposed Settlement that has been reached in a class action lawsuit brought by four Black and female students (“Plaintiffs”) who enrolled in the Doctor of Business Administration program (“DBA”) at Walden University (“Walden University,” “Walden,” or “Defendants”) from August 1, 2008 to January 31, 2018 on behalf of a class of similarly situated individuals that meet certain criteria (“Class Member(s),” as explained further in Question 8 below). The proposed settlement, if granted final approval by the Court (the “Settlement”), will result in the creation of a fund of \$28,500,000 (the “Settlement Fund”) to pay Plaintiff Class Members’ claims, the Plaintiffs’ attorneys (“Class Counsel”), and certain administrative costs. **If you are a Class Member, you are eligible to receive a share of the Settlement Fund.** The proposed Settlement also requires Walden University to adopt certain policy changes.

IF THIS NOTICE IS ADDRESSED TO YOU, YOU HAVE BEEN IDENTIFIED AS A POTENTIAL CLASS MEMBER. As a Class Member, you have the right to know about this Settlement and how this Settlement may generally affect your legal rights. This notice describes the lawsuit, the Settlement, the legal rights of all Class Members, and the applicable deadlines. Your options are explained in this notice and summarized in the following chart:

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE IN THE SETTLEMENT	To participate in the Settlement, you must submit a “Claim Form.” Submitting a Claim

	Form is the only way that you can receive a share of the Settlement Fund. A Claim Form will be sent to you after the Court grants final approval of the Settlement. You are not required to retain your own attorney to file a Claim Form, and you will not be required to pay any money for the services of Plaintiffs' Counsel.
OPT OUT OF THE SETTLEMENT	If you opt out of the Settlement, you will not be eligible to receive a share of the Settlement Fund.
OBJECT	You have the right to object to the proposed Settlement. To do so, you must submit a written objection to the Court, as described more fully in this notice. You cannot object to the Settlement unless you are a Class Member and you do not opt out of the Settlement.
DO NOTHING	If you are a Class Member and do not submit a Claim Form, you will not be eligible to receive a share of the Settlement Fund. You will, however, remain a Class Member, which means that you will be bound by any judgments or orders entered by the Court in this lawsuit.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	4
1. Why did I get this notice?	4
2. What is this lawsuit about?	4
3. What is a class action and who is involved?	4
THE CLAIMS IN THIS LAWSUIT	4
4. What does this lawsuit complaint about?	4
5. How do the Defendants answer?.....	5
6. What does the lawsuit ask for?	5
7. What has the Court decided?	5
WHO IS IN THE CLASS?	5
8. Am I part of this class?	5
9. Who are the Class Representatives?	6
SUMMARY OF PROPOSED SETTLEMENT AGREEMENT	6
10. How much money will be paid to class members?	6
11. How much money will be paid to Class Counsel?	7
12. How will the rest of the money be used?	7
13. What changes to Defendants' policies does this settlement require?	7
YOUR RIGHTS AND OPTIONS.....	7
14. What do I do to receive a payment from the Settlement Fund?	7
15. What if do not want to be a part of this lawsuit?	8
16. How do I ask the Court to opt out of the Settlement?	8
17. What if I do not want information covered by the Family Educational Rights and Privacy Act to be used?	9
HEARING ON PROPOSED SETTLEMENT AGREEMENT	9
18. What has to happen before the Settlement becomes final?	9
19. Can I object to the Settlement?.....	10
20. Can I speak at the Fairness Hearing?	10
CLASS COUNSEL	11
21. Do I have a lawyer in this case?	11
22. Should I get my own lawyer?	11
QUESTIONS	11
23. What if I have questions?	11

BASIC INFORMATION

1. Why did I get this notice?

Plaintiffs and Defendants are asking the Court to allow or “certify” for settlement a class in a class action lawsuit that affects you. Walden’s records show that you enrolled in its DBA program between August 1, 2008, and January 31, 2018. This notice explains that the Plaintiffs and Defendants have presented a settlement of the lawsuit to the Court, asked the Court to approve it, and received preliminary approval. The Honorable Julie R. Rubin of the United States District Court for the District of Maryland is overseeing this class action. The lawsuit is known as *Carroll, et al. v. Walden University, LLC, et al.*, Civil Action No. 1:22-cv-00051-JRR.

2. What is this lawsuit about?

This lawsuit alleges that Walden University knowingly misrepresented the true cost of the DBA program by disclosing the minimum number of capstone credits required to complete the program and obtain a degree, when students often completed more than the minimum number of disclosed capstone credits before completing the DBA program. The lawsuit further alleges that Walden targeted Black and female prospective students for enrollment, and that Walden’s practice of targeting nontraditional students had a disproportionate adverse impact on Black and female students.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people who have similar claims are a “class” or “class members.” The DBA students who sued on behalf of the class are also called the Plaintiffs. The entities they sued are called the Defendants. One court resolves the issues for everyone in the class—except for those people who choose to opt out of the class. The class action approach avoids the need for numerous people to file similar individual lawsuits, and it allows the court system to resolve these claims in an efficient and economical way.

THE CLAIMS IN THIS LAWSUIT

4. What does this lawsuit complaint about?

This lawsuit alleges that Walden University knowingly misrepresented the true cost of the DBA program by disclosing the minimum number of capstone credits required to complete the program and obtain a degree, when students often completed more than the minimum number of disclosed capstone credits before completing the DBA program. The lawsuit further alleges that Walden targeted Black and female prospective students for enrollment, and that Walden’s practice of targeting nontraditional students had a disproportionate adverse impact on Black and female students. Plaintiffs claim that Walden University’s practices violated Title VI of the Civil

Rights Act of 1964 (“Title VI”), 42 U.S.C. § 2000d *et seq.*, and the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691 *et seq.* Title VI and ECOA are federal anti-discrimination laws.

5. How do the Defendants answer?

Defendants deny that they violated federal anti-discrimination laws by discriminating on the basis of race or gender, intentionally or otherwise. Defendants contend that they directed advertisements to the student body they sought to educate, and Walden University’s student body is predominantly Black and female; and that they did not intentionally discriminate against female students because of their gender or Black students because of their race. Defendants also deny that they made any false or misleading statements about the number of capstone credits necessary to complete the DBA program and obtain a degree, because Defendants accurately represented the minimum number of capstone credits required to obtain a DBA degree.

6. What does the lawsuit ask for?

The Plaintiffs filed this case seeking money that students paid to Defendants for capstone credits in excess of the minimum requirements disclosed by Walden for the DBA program. Plaintiffs also seek injunctive relief, which means changes to Defendants’ policies and practices in its DBA program. The lawsuit also asks for declaratory relief that Defendants violated Title VI and ECOA.

7. What has the Court decided?

The Court denied Defendants’ motion to dismiss the Plaintiffs’ claims, allowing Plaintiffs to move forward on all their class claims and proceed to the discovery phase of litigation in which the parties exchange information. The Court’s denial of the motion to dismiss is not a determination that Defendants violated any law.

Were this case to go to trial, all of Plaintiffs’ claims would be tried. However, even if the Plaintiffs won at trial, Defendants could file an appeal. Additionally, if this case were to go to trial and Defendants were to win at trial, Plaintiffs and class members would not be entitled to any relief, such as a financial payment.

WHO IS IN THE CLASS?

8. Am I part of this class?

If this notice has been sent to you, Walden University’s records indicate that you may be part of the class. If you fit within the class definition below and submit a claim form, you will be included as part of the class and receive a payment unless you ask to opt out. If you do not opt out and do not submit a claim form, you will be a member of the class and bound by the Court’s decisions in this case but will NOT receive a payment. You do not have to have participated in this lawsuit in any way up to this point in order to be a Class Member. Opting out is described in the “Your Rights and Options” section below.

The Court’s class definition includes person who fall into at least one of the following categories:

(a) all Black students who enrolled in and/or began classes in for Walden University's DBA program between August 1, 2008 and January 21, 2018, and were charged for and successfully completed Excess Capstone Credits, defined as more capstone-level credits than the number of DBA capstone-level credits that Walden stated were the minimum required at the time they enrolled;

(b) all Black students who enrolled in and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018, and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and,

(c) all female students who enrolled in and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018, and were charged for and successfully completed more than the number of DBA capstone-level credits that Walden stated were the minimum required at the time they enrolled, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

If you fit this class definition, you are a Class Member in this lawsuit, even if you did not complete the DBA program at Walden University.

9. Who are the Class Representatives?

The Class Representatives are Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker. The Court has preliminarily determined that these former Walden DBA students fairly and adequately represent the interests of the class.

Summary of Proposed Settlement Agreement

10. How much money will be paid to class members?

Under the proposed settlement, Walden will pay \$28.5 million to settle the class claims.

\$21,175,000 of the Settlement Fund will be designated for payments to Class Members. The individual allocation to each Class Member will be calculated by the "Claims Administrator," who has had no prior role in this litigation. The Claims Administrator will rely on information provided by Defendants to calculate the allocation. The Claims Administrator will calculate the individual allocation to each Class Member who submits a timely, valid claim form. These funds will be distributed pro rata based on how many DBA capstone credits each Class Member completed above the number that Walden stated was the minimum at the time they enrolled. For example, if a Class Member completed 44 excess capstone credits and submits a valid claim form, and all Class Members who submit valid claim forms collectively completed 90,000 excess capstone credits, then that class member will receive 44/90,000 of the compensation pool, or approximately \$10,000.¹

¹ Some Class Members (approximately 55) received cash payments from the settlement in *Thornhill v. Walden University*, No. 2:16-cv-00962 (S.D. Ohio). Payments here will be reduced by the amount of any cash payment pursuant to *Thornhill*.

\$100,000 of the Settlement Fund will be designated for payments of \$25,000 to each of the four Class Representatives in recognition of their significant efforts in bringing and prosecuting this action, including involvement in litigation strategy, provision of information to Class Counsel, and advancing the interests of the class.

11. How much money will be paid to Class Counsel?

\$7,125,000, or 25% of the Settlement Fund, will be designated for payment to Plaintiffs' Counsel for attorneys' fees and to reimburse costs paid for by Plaintiffs' Counsel. Plaintiffs' Counsel have been working on this case for over three years. During the time that this case has been pending, Plaintiffs have not paid Class Counsel for their work on this case or for the significant expenses that they have incurred in investigating and prosecuting this case. In this type of litigation, it is customary for Plaintiffs' Counsel to be awarded a percentage of the Settlement Fund as their attorneys' fees. The Court will decide whether to approve the amount of attorneys' fees that Plaintiffs' Counsel have requested.

12. How will the rest of the money be used?

\$100,000 of the Settlement Fund will be designated to cover administrative costs related to administering the Settlement. This includes funds to pay for the Claims Administrator, who will distribute and process claim forms, process payments to Class Members, calculate allocations to Class Members, and notify Class Members about this Settlement.

13. What changes to Defendants' policies does this settlement require?

On its website and in enrollment agreements, Walden will disclose the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding three years of graduates. The enrollment agreements will include additional disclosures that completing the DBA program may require up to 8 years of enrollment. In addition, Walden will not reinstitute the "University Research Reviewer" role on DBA students' dissertation committees. Walden will maintain these changes for a minimum of four years.

Your Rights and Options

14. What do I do to receive a payment from the Settlement Fund?

If you wish to receive a payment from this settlement, you must properly complete a Claim Form. A Claim Form and instructions for completing it will be distributed to you at a later date if the Court grants final approval of the Settlement. If you do nothing, you will remain in the lawsuit but will not receive a share of the Settlement Fund.

You are not required to retain your own attorney to remain in this lawsuit or to file a Claim Form. You will not be required to pay any money for the services of Class Counsel or their representatives and assistants.

If you remain in the lawsuit, and if the Court grants final approval of the proposed Settlement, then you will be bound by all the terms of the Settlement. This means that you will not be able to

bring a separate lawsuit or other legal proceeding against Defendants related to the allegations and claims described above that are included in this lawsuit. Nor will you be able to challenge the Settlement Agreement after it has been finally approved by the Court. You will be legally bound by all of the orders the Court issues and the judgments the judge and jury make in this class action.

15. What if do not want to be a part of this lawsuit?

If you do not wish to remain a part of this lawsuit, then you may exclude yourself from the lawsuit by submitting a written opt-out letter requesting exclusion to the Claims Administrator at Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269, or at _____@_____.com, on or before **[date]**. If you exclude yourself from this lawsuit, you will not be bound by the terms of the Settlement, and you will be free to bring your own lawsuit or other legal proceedings against the Defendants.

However, if you exclude yourself from the lawsuit, you will have no right to receive any money from the Settlement Fund. Further, you must understand that if you exclude yourself from this lawsuit and then bring your own separate lawsuit or other legal proceedings against the Defendants, you may lose your case and receive nothing; even if you win a separate case, you may have to wait several years to obtain any money you may have to settle for less money than you would receive under the Settlement in this lawsuit, and you may have to retain and pay for your own attorney. If you bring a separate claim, the Defendants may be able to assert defenses such as the statute of limitations. The statute of limitations for the claims brought in this lawsuit ordinarily range from two to five years.

16. How do I ask the Court to opt out of the Settlement?

To exclude yourself from this lawsuit, you must submit to the Claims Administrator a letter that is signed by you, dated, and that includes your full name, address, social security number, telephone number, and the following language:

I wish to exclude myself from the plaintiff class in the case of *Carroll et al. v. Walden University, LLC et al.* No. 1:22-cv-00051-JRR.

I understand that, if the Court approves the proposed Settlement, members of the plaintiff class who remain in the lawsuit may be eligible to receive a monetary payment from the Settlement Fund. In choosing to exclude myself from the plaintiff class in this case, I understand that I will not be eligible to receive any monetary payment under the Settlement. I also understand if I exclude myself and bring a separate claim, I may have to overcome defenses such as the statute of limitations.

In addition to the required language set forth above, you may include reasons why you do not wish to participate in this lawsuit in your written request for exclusion.

Your written request for exclusion must be received by the Claims Administrator via email (_____.com) or by mail at Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 on or before **[date]**. If

the Claims Administrator has not received your written request for exclusion, including the language set forth above, by **[date]**, then you will be deemed to have given up your right to exclude yourself from this lawsuit.

If you exclude yourself from the lawsuit but then decide that you wish to remain in the lawsuit, you may rescind your exclusion on or before **[date]**. To do so, you must submit to the Claims Administrator a letter that is signed by you, dated, and that includes your full name, address, social security number, telephone number, and a statement that you wish to rescind the letter of exclusion that you previously submitted. Your recission letter can be submitted via email or by mail using the addresses provided above.

17. What if I do not want information covered by the Family Educational Rights and Privacy Act to be used?

To effectively implement the Settlement, Walden must provide the following information covered by the Family Educational Rights and Privacy Act for each Class member: social security number, number of capstone credits completed, and number of capstone credits required by Walden's Course Catalog in effect as of the Class Member's DBA program start date. Walden has been ordered by the Court to provide this information to Plaintiffs' Class Counsel and the Claims Administrator unless you object within thirty (30) days. If you object to Walden providing this information, it will be treated the same as opting out of the Settlement and you will not be part of this lawsuit or receive any money from the Settlement Fund.

To object to the disclosure of this information, you must send a letter stating that you object to Walden's attorney at:

Caitlin E. Dahl
Latham & Watkins LLP
330 North Wabash Ave.
Suite 2800
Chicago, IL 60611

Your letter must be sent within thirty (30) days of the date this Notice was sent to you.

Hearing on Proposed Settlement Agreement

18. What has to happen before the Settlement becomes final?

The Court, which has made a preliminary finding that the proposed Settlement is fair and just, has scheduled a hearing (the "Fairness Hearing") to determine whether it will grant final approval of the Settlement. The Court will hold this hearing at **[time]** on **[date]** at the United States District Court for the District of Maryland, located at the Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201, in Courtroom # [].

It is not necessary for you to appear at the hearing or to file anything with the Court before the hearing. If you fit within the Court's definition of the class, then your interests will be adequately represented at the hearing by the named Plaintiffs and Plaintiffs' Counsel.

However, subject to the following requirements, you may submit written comments on the proposed Settlement, and you may speak to the Court, either personally or through your own attorney, at the hearing on **[date]**.

19. Can I object to the Settlement?

If you wish to object to the proposed Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number;
- The name and number of the case (*Carroll, et al. v. Walden University, LLC, et al.*, No. 1:22-cv-00051-JRR);
- The basis for your objection(s);
- Whether you wish to be heard in Court at the Fairness Hearing;
- A list of any witnesses you may call to testify at the Fairness Hearing;
- Copies of any document you intend to present to the Court at the Fairness Hearing and all other documents in support of your objections;
- Your signature

You may not object to the proposed Settlement if you opt out of the class.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **[date]**, to ***all*** the following three addresses:

Court	Plaintiffs' Counsel	Defense Counsel
United States District Court for the District of Maryland, Edward A. Garmatz United States District Courthouse, 101 West Lombard Street Baltimore, MD 21201	Tara Ramchandani Relman Colfax PLLC 1225 19th St., NW #600 Washington, DC 20036	Caitlin E. Dahl Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, IL 60611

20. Can I speak at the Fairness Hearing?

If you wish to request permission to speak at the hearing, you must file with the Court a “Notice of Intent to Appear.” Your notice must include the following:

- Your name, address, and telephone number;
- The name of the case (*Carroll et al. v. Walden University, LLC et al.*, No. 1:22-cv-00051-JRR);
- The name, address, and telephone number of any attorney(s) who will be appearing on your behalf at the Fairness Hearing; and
- Your signature.

You must mail your Notice of Intent to Appear, postmarked no later than **[date]** to the Court, Plaintiffs' Counsel, **and** Defense Counsel at each of the three addresses listed above. Your appearance at the hearing, as well as that of your attorney, will be at your own expense.

CLASS COUNSEL

21. Do I have a lawyer in this case?

The Court decided that attorneys from the law firm Relman Colfax PLLC and the National Student Legal Defense Network are qualified to represent you and all Class Members and appointed them to be "Class Counsel." Contact information for Class Counsel is as follows:

Relman Colfax PLLC
Attn: Walden Team
1225 19th Street, NW
Suite 600
Washington, DC 20036
Tel. (202) 728-1888
Fax. (202) 728-0848
<http://relmanlaw.com>

National Student Legal Defense Network
Attn: Walden Team
1701 Rhode Island Ave., NW
Washington, DC 20036
Tel. (202) 734-7495
<https://defendstudents.org>

22. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to make your own arrangements for the payment of that lawyer. For example, you can ask him or her to appear at the Fairness Hearing for you if you want someone other than Class Counsel to speak for you.

QUESTIONS

23. What if I have questions?

This notice summarizes the proposed Settlement. The Settlement Agreement and Plaintiffs' Motion for Preliminary Approval contain more details about the Settlement, the distribution of the Settlement Fund, and the changes to the Defendants' policies. You can access these documents at [www._____](http://www._____.).

Any inquiries by Class Members concerning this notice or the class action should be directed to the Claims Administrator at [phone number]. You can also direct questions, by phone or in writing, to Plaintiffs' Counsel Tara Ramchandani, who can be reached at (202) 728-1888,

tramchandani@relmanlaw.com, or at Relman Colfax PLLC, 1225 19th Street, NW, Suite 600, Washington, DC 20036.

**Order Granting Preliminary Approval of Claim Action
Settlement Provisional Certification of Claim and Approval
Notice:**

Exhibit (Claim Form)

INSTRUCTIONS

READ ALL INSTRUCTIONS CAREFULLY BEFORE FILLING OUT THE CLAIM FORM

1. Fill in all blank spaces in the claim form with clearly printed or typed information.
2. You must sign and date the claim form.
3. By signing your claim form, you are declaring under penalty of perjury that the information provided is true and correct. Please understand that you could be subject to criminal penalties for submitting any false information on your form.
4. If you have any questions about this form, contact the Claims Administrator at ____@ssicclaims.com or (____) ____-____. There is no fee for any service or assistance provided by the Claims Administrator. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.**
5. Complete your claim form at www.____, or mail your signed and completed claim form using the enclosed pre-addressed, stamped envelope, by **[DATE]**. If you do not have the pre-addressed, stamped envelope, you may mail your signed and completed claim form to: Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 to: **YOUR CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DATE]. LATE CLAIM FORMS WILL NOT BE CONSIDERED.**
6. If your email address or mailing address changes at any time, mail your new address to the Claims Administrator at the address above or update it at www.____/____. Any change of address must be in writing and include your signature.
7. You do not need an attorney to help you submit a claim form. If you do wish to consult an attorney, however, you may do so at your own expense.
8. Please keep a copy of the completed form for your records.
9. If you believe that you took more or less capstone credits than indicated on the materials provided to you, you may submit documents to support that claim. Any documents you submit to show that you took a different number of capstone credits at Walden than indicated on the materials provided to you will be considered in determining the amount of any monetary payment you are eligible to receive. Examples of such documents include, but are not limited to:
 - a. Transcripts from Walden;
 - b. Signed Walden enrollment agreements;
 - c. Walden certificate of completion;
 - d. Cancelled checks or other documents showing payment to Walden; or
 - e. Emails of letters from or to Walden.

If you do not dispute the number capstone credits that you took, you do not need to submit any documents other than a completed claim form.

Executed on _____
(today's date)

IF SUBMITTING BY MAIL, SEND THIS FORM TO:

**Carroll v. Walden University, LLC Claims Administrator
c/o Settlement Services, Inc.
PO Box 10269
Tallahassee, FL, 32302-2269**

THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]

LATE CLAIM FORMS WILL NOT BE CONSIDERED

Order Granting Preliminary Approval of Class Action Settlement, Conditional Certification of Class, and Approval of Notice:

Exhibit C (Proposed Order Granting Approval of Proposed Class Action Settlement and Certification of Class)

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

**[PROPOSED] ORDER GRANTING APPROVAL OF PROPOSED CLASS ACTION
SETTLEMENT, AND CERTIFICATION OF CLASS**

WHEREAS, the Court entered an Order preliminarily approving the Settlement and Settlement Agreement on _____, and held a Fairness Hearing on _____; and the Court has heard and considered all submissions in connection with the proposed Settlement and the files and records herein, including the objections submitted, as well as arguments of counsel;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Civil Action, the Plaintiffs, the Class, and Defendants.
3. The Court finds that, for purposes of the Settlement, the requirements for a class

action under Federal Rule of Civil Procedure 23 have been satisfied in that (a) the Class is ascertainable; (b) its members are too numerous to be joined practicably; (c) there are questions of law and fact common to the Class; (d) the Plaintiffs' claims are typical of the claims of the Class as a whole; (e) the Plaintiffs will fairly and adequately protect the interests of the Class; (f) neither the Plaintiffs nor Plaintiffs' Counsel have interests adverse to the Class, and Plaintiffs' Counsel are competent and experienced; (g) final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole; and (h) common questions of law and fact predominate over questions affecting only individual members of the Class and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. For purposes of resolution of claims for monetary relief, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for purposes of resolution of claims for injunctive relief, pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, the Court finally certifies the Civil Action, for purposes of the Settlement, as a class action on behalf of the following Class: (a) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden's DBA program between August 1, 2008, and January 31, 2018 and were charged for and successfully

completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

5. Plaintiffs' Counsel and Plaintiffs are hereby appointed to represent the Class.

Relman Colfax PLLC is hereby appointed as Lead Plaintiffs' Counsel.

6. Notice of the class action Settlement was given to all Class Members pursuant to the Court's Order Granting Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Class and Approval of Notice ("Order for Notice and Hearing"). The form and method by which notice was given met the requirements of due process, Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto.
7. Pursuant to the terms of the Settlement Agreement, to be entitled to participate in the distribution of the Settlement Fund, each Class Member must submit a Claim Form, substantially in the form attached as Exhibit A. The Claims Administrator shall distribute Claim Forms to Class Members within five (5) days of entry of this Order and Final Judgment. The Claim Form must be postmarked or received by the Claims Administrator no later than ninety (90) calendar days after the date of entry of this Order. Any Claim Form that is not postmarked or received by the Claims Administrator within ninety (90) calendar days after the date of entry of this Order shall be deemed untimely, an invalid claim, and a waiver by the submitting Claimant of any claim for payment under the Settlement Agreement.
8. The Settlement is in all respects fair, reasonable, and adequate, and it is finally approved. The Parties are directed to consummate the Settlement according to the terms of the

Settlement Agreement. The Settlement Agreement and every term thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of the Court.

9. Upon the Effective Date, the Plaintiffs, the Class, and each Class Member shall, by operation of this Order and Final Judgment, fully, finally and forever release, acquit, and discharge the Released Claims against the Released Persons pursuant to the Settlement Agreement. The Plaintiffs, the Class, and each Class Member are hereby permanently enjoined and barred from instituting, commencing or prosecuting any Released Claim against a Released Person in any action or proceeding in any court or tribunal.
10. The individuals identified on the list attached hereto as Exhibit B have opted out of the Class and are not bound by the Settlement Agreement, Settlement, or Order and Final Judgment, and have not waived, relinquished, or released the right to assert any claims against Defendants.
11. Individuals who received a *Thornhill* Payment and did not waive confidentiality with respect to the settlement of the *Thornhill* litigation are not members of the Class and are not bound by the Settlement Agreement, Settlement, or Order and Final Judgment.
12. This Order and Final Judgment, the Settlement Agreement, and any and all communications between and among the Parties pursuant to or during the negotiation of the Settlement shall not constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim or defense asserted or fact alleged in the Civil Action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.
13. Plaintiffs' Counsel are awarded the sum of \$7,125,000 in attorneys' fees and

costs, to be paid by Defendants in accordance with the terms of the Settlement Agreement.

14. \$25,000 is awarded as a payment to each of the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker.
15. The balance of the funds in the Escrow Account shall be distributed pro rata to Qualified Class Members based on the proportion of each Qualified Class Member's Excess Capstone Credits to the sum of all Qualified Class Members' Excess Capstone Credits, except that the amount otherwise due to any Qualified Class Member who received a *Thornhill* Payment shall be reduced by the amount of such Payment so long as such Qualified Class Member waived confidentiality with respect to the settlement of the *Thornhill* litigation.
16. If for any reason money remains in the Escrow Account or the Administration Costs Account one year after distribution of payment from the Escrow Account to Qualified Class Members, all such remaining money shall be donated to such non-profit organizations dedicated to the furtherance of the civil rights in higher education of Black people and women as Plaintiffs select at that time.
17. Defendants are directed to pay these awards after the Effective Date, as described in the Settlement Agreement.
18. The Claims Administrator shall not be responsible for any of the relief provided to the Settlement Class under this Settlement Agreement. For its actions relating to the implementation of this Settlement Agreement, to the extent permitted by applicable law, the Claims Administrator shall have the same immunity that judges have for their official acts.

19. Pursuant to Rule 7 of the Federal Rules of Appellate Procedure, “in a civil case, the district court may require an appellant to file a bond or provide other security in any form and amount necessary to ensure payment of costs on appeal.” In light of the Court’s ruling regarding the adequacy of the relief afforded by the Settlement, the reaction of the Class and the number of Class Members, the Court orders that any appeal of this Order must be accompanied by a bond of \$150,000.
20. This Civil Action is hereby dismissed in its entirety on the merits and with prejudice. Except as otherwise provided in this Order and Final Judgment or in the Settlement Agreement, the Parties shall bear their own costs and attorneys’ fees. Without affecting the finality of this Order and the Judgment hereby entered, the Court retains exclusive jurisdiction over the Parties for all matters relating to the Civil Action and the Settlement, including the administration, interpretation, effectuation, or enforcement of the Settlement.
21. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

Dated: _____

Hon. Julie R. Rubin
United States District Judge

**Order Granting Approval of Proposed Class Action Settlement and
Certification of Class : Exhibit A (Claim Form)**

INSTRUCTIONS

READ ALL INSTRUCTIONS CAREFULLY BEFORE FILLING OUT THE CLAIM FORM

1. Fill in all blank spaces in the claim form with clearly printed or typed information.
2. You must sign and date the claim form.
3. By signing your claim form, you are declaring under penalty of perjury that the information provided is true and correct. Please understand that you could be subject to criminal penalties for submitting any false information on your form.
4. If you have any questions about this form, contact the Claims Administrator at ____@ssicclaims.com or (____) ____-____. There is no fee for any service or assistance provided by the Claims Administrator. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.**
5. Complete your claim form at www.____, or mail your signed and completed claim form using the enclosed pre-addressed, stamped envelope, by **[DATE]**. If you do not have the pre-addressed, stamped envelope, you may mail your signed and completed claim form to: Carroll v. Walden University, LLC Claims Administrator, c/o Settlement Services, Inc., PO Box 10269, Tallahassee, FL, 32302-2269 to: **YOUR CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DATE]. LATE CLAIM FORMS WILL NOT BE CONSIDERED.**
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 - c. Walden certificate of completion;
 - d. Cancelled checks or other documents showing payment to Walden; or
 - e. Emails of letters from or to Walden.

If you do not dispute the number capstone credits that you took, you do not need to submit any documents other than a completed claim form.

Signature

Executed on _____
(today's date)

IF SUBMITTING BY MAIL, SEND THIS FORM TO:

**Carroll v. Walden University, LLC Claims Administrator
c/o Settlement Services, Inc.
PO Box 10269
Tallahassee, FL, 32302-2269**

THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]

LATE CLAIM FORMS WILL NOT BE CONSIDERED

**Order Granting Approval of Proposed Class Action Settlement and
Certification of Class: Exhibit (Attachment)**

dated 3/28/24

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker,

Plaintiffs,

v.

Walden University, LLC and Walden e-
Learning, LLC,

Defendant.

Case No. 1:22-cv-00051-JRR

CORRECTED DECLARATION OF TAREION FLUKER

I, Tareion Fluker, hereby declare as follows:

1. I am a Named Plaintiff in the above-captioned action. I am over the age of eighteen and am competent to make this Declaration. I have personal knowledge of the matters set forth herein.
2. I am a Black woman who was a student in the Doctor of Business Administration program at Walden University from May 2011 to June 2016. After earning my Master of Business Administration (“MBA”) in 2011, I learned about Walden’s DBA program through my review of the university’s website and research on the Internet. I then spoke with one of Walden’s enrollment advisors.
3. Based on information provided by Walden’s enrollment advisor and its website, I expected my degree to cost no more than \$33,000, require twenty capstone credits, and take two and a half years.

4. I completed the coursework phase in late summer 2012 and began the capstone phase of the program shortly thereafter.

5. Despite Walden's representations, I had to complete eighty capstone credits to obtain my degree. The whole program took over five years to complete, not two and a half years.

6. I graduated from the DBA program in June 2016.

7. The extra capstone credits that I had to complete cost approximately \$55,000.

8. During the course of this litigation, I have committed significant time and effort to meet with counsel to provide information regarding my experiences in the DBA program at Walden, including telephonic and video meetings with counsel and providing counsel with pertinent documents.

9. I traveled to, attended, and participated in the May 4, 2023 in-person mediation in New York.

10. I met virtually with the mediator for the September 21, 2023 mediation, Michael K. Lewis, in advance of the mediation. During the September mediation, I approved the monetary terms of the settlement agreement. I subsequently provided my attorneys with input on the non-monetary terms of the settlement agreement based on my experiences and those of other class members who were enrolled in the DBA program.

11. Based on my experiences in the DBA program and my participation in the mediation discussions, I am in support of the terms of the settlement agreement and believe it provides a fair, reasonable, and adequate resolution for the members of the class.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED WITHIN THE UNITED STATES ON: April _3_, 2024

By: Tareion Flucker
Tareion Flucker