

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

CHRISTIN M. LONG, individually and
on behalf of all others similarly situated,

Plaintiff,

V.

ITT EDUCATIONAL SERVICES,
INC.

Defendant.

Case No. 1:16-cv-02399

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Christin Long (“Plaintiff”), on behalf of herself and all similarly situated persons, alleges as follows:

PRELIMINARY STATEMENT

1. On September 6, 2016, ITT Educational Services, Inc. (“ITT” or “Defendant”) abruptly closed the doors of approximately 130 campuses in 38 states without advance warning to its employees, immediately leaving more than 8,000 workers unemployed. While ITT largely concealed this information from its employees, it was reasonably foreseeable to ITT that such an outcome was inevitable. Indeed, ITT’s ability to participate in federal student aid has been in question and conditional since August 2014. ITT has had reason to know that its accreditation has been in jeopardy at least as early as April 2016.

2. This action is brought as a result of Defendant's failure to provide its workers with the notification required under the federal Worker Adjustment and Retraining

Notification Act, 29 U.S.C. § 2101, *et seq.* (the “WARN Act”), and to recover appropriate relief to remedy this violation.

3. Through this action, Plaintiff and other similarly situated Class Members seek damages in the amount of sixty (60) days’ pay and benefits, by reason of Defendant’s violation of the WARN Act. Plaintiff and Class Members were employees of Defendant for purposes of the WARN Act, and were terminated as part of a mass layoff and/or plant closings ordered by Defendant. Defendant violated federal law by failing to give Plaintiff and other similarly situated employees of ITT sixty (60) days advance notice as required by law.

THE PARTIES

4. Plaintiff Christin Long is a former ITT employee who worked at ITT’s Strongsville, Ohio location that closed on September 6, 2016. On that day, Plaintiff received an e-mail informing her that her job with ITT has been terminated. A copy of the redacted termination e-mail is attached hereto as **Exhibit “A.”** As a result of Defendant’s violations of the WARN Act and as set forth in greater detail below, Plaintiff has been injured.

5. Defendant ITT Educational Services, Inc. (NYSE: ESI) is a publicly traded corporation incorporated under the laws of the state of Delaware with a principal place of business located at 13000 North Meridian Street, Carmel, Indiana 46032-1404. ITT owned and operated ITT Technical Institute (often shortened to ITT Tech), which was a for-profit technical institute operating more than 130 campuses in 38 states across the United States.

JURISDICTION AND VENUE

6. This Court has federal question subject matter jurisdiction pursuant to 28 U.S.C. § 1331, as this case is being brought under the WARN Act, 29 U.S.C. §§ 2101, *et seq.*

7. The Court also has supplemental jurisdiction over the state law claims asserted herein, pursuant to 28 U.S.C. § 1367.

8. Venue is proper in this District because ITT resides in this District; two ITT facilities are located in this District at Indianapolis and Evansville; and a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

FACTUAL BACKGROUND

A. ITT and ITT Technical Institutes

9. Defendant ITT owned and operated for-profit higher education institutions under the name ITT Technical Institute. There were approximately 130 ITT Technical Institute campuses in 38 states. An image of an ITT Technical Institute campus is depicted below:



10. Approximately 35,000 students were enrolled at ITT Technical Institute locations for the quarter starting September 2016.¹

¹ <http://www.latimes.com/business/la-fi-itt-tech-20160906-snap-story.html> (last visited Sept. 7, 2016).

11. In September 2016, ITT employed more than 8,000 people at its various ITT Technical Institute campuses.² Of those, there were approximately 4,100 full-time and 4,300 part-time ITT Technical Institute instructors at the end of 2015.³

12. Plaintiff Long was a campus director at ITT's location in Strongsville, Ohio.

B. The Demise of ITT

13. Notwithstanding the lack of any forewarning to its employees, ITT had been aware for some time that it would not be financially viable for its schools to continue operating.

14. On August 19, 2014, ITT was cited by the U.S. Department of Education (DOE) for submitting its annual compliance audits and audited financial statements late.⁴

15. As a result of this late submission, in August 2014, the DOE required ITT to post an irrevocable, five-year Letter of Credit in the amount of \$79,707,879.⁵

16. Since the August 2014 citation, the DOE has been monitoring ITT's operations and finances and monitoring civil litigation filed against ITT by federal and state law enforcement agencies.⁶

17. Beginning in October 2014, the DOE required ITT's schools to participate in federal student aid programs authorized by Title IV of the Higher Education Act⁷ under a Provisional Program Participation Agreement (PPPA) for three award years.⁸

² <http://www.ittesi.com/2016-09-06-ITT-Educational-Services-Inc-to-Cease-Operations-at-all-ITT-Technical-Institutes-Following-Federal-Actions> (last visited Sept. 7, 2016).

³ <http://www.chicagotribune.com/business/ct-itt-tech-shuts-down-0907-biz-20160906-story.html> (last visited Sept. 6, 2016).

⁴ <http://www2.ed.gov/documents/press-releases/itt-letter-08252016.pdf> (last visited Sept. 7, 2016).

⁵ *Id.*

⁶ *Id.*

⁷ The programs authorized under Title IV are the primary source of federal student aid. Title IV programs include Federal Family Education Loans, Direct Loans, Federal Perkins Loans, Federal Pell Grants, Academic Competitiveness Grants, National SMART Grants, Federal Supplemental

18. ITT received a Show-Cause Directive Letter dated April 20, 2016 from ITT's accreditor, the Accrediting Counsel for Independent Colleges and Schools (ACICS) directing ITT to show cause why ACICS's grant of accreditation to ITT schools operating under the Indianapolis, Indiana and Spokane Valley, Washington Office of Postsecondary Education Identification Numbers (OPEIDs) should not be withdrawn or otherwise conditioned.⁹

19. By letter on June 6, 2016, the DOE required ITT to increase its surety from \$79,707,879 to \$123,646,182.¹⁰ The DOE permitted ITT to provide the increased surety in three equal installments on July 20, 2016; September 30, 2016; and November 30, 2016.¹¹

20. On June 24, 2016, the National Advisory Council on Institutional Quality and Integrity (NACIQI) recommended to the DOE that it not re-recognize ITT's accreditation agency.¹² If the DOE agreed with the NACIQI's recommendation, ITT would need to find a new accreditation agency to remain eligible for Title IV federal student aid programs.¹³

21. In a letter to shareholders dated June 30, 2016, ITT announced it was cutting back on its recruiting budget, and it expected the move to result in a decline in enrollment at its campuses.¹⁴

22. On August 4, 2016, ACICS held the show-cause hearing imposed on ITT schools operating under the Indianapolis, Indiana and Spokane Valley, Washington OPEIDs.¹⁵ ACICS

Educational Opportunity Grants, and Federal Work-Study.
http://federalstudentaid.ed.gov/site/front2back/programs/programs/fb_03_01_0030.htm (last visited Sept. 7, 2016).

⁸ <http://www2.ed.gov/documents/press-releases/itt-letter-08252016.pdf> (last visited Sept. 7, 2016).

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ <http://www.pe.com/articles/college-810465-students-campus.html> (last visited Sept. 6, 2016).

continued both institutions on show cause after ITT submitted the information requested by ACICS and participated in the hearing.¹⁶

23. Based on ACICS's determination, the DOE determined ITT had "failed to 'meet the requirements established' by its accreditor, as required by [ITT's] PPPA."¹⁷

24. Based on these facts, in a letter dated August 25, 2016, the DOE required an increased surety from ITT in the amount of \$247,292,364 in order to maintain ITT's certification to participate in Title IV federal student aid programs.¹⁸ At that time, the DOE held a \$94,353,980 surety from ITT.¹⁹ The DOE letter required ITT to post the additional \$152,938,654 within thirty days of August 25, 2016.²⁰

25. The August 25, 2016 letter also advised ITT it would not be permitted to enroll new students under Title IV federal student aid programs.²¹

26. Also in the August 25, 2016 letter, the DOE imposed additional methods of payment requirements, notification requirements for oversight or financial events, reporting requirements, and operation requirements in order to maintain ITT's certification to participate in Title IV federal student aid programs.²²

27. The DOE advised ITT in the August 25, 2016 letter that "the failure to meet these standards will result in the referral of this matter . . . for administrative action, including the

¹⁵ <http://www2.ed.gov/documents/press-releases/itt-letter-08252016.pdf> (last visited Sept. 7, 2016).

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*; <http://blog.ed.gov/2016/08/increased-oversight-of-itt-and-the-impact-on-students/comment-page-1/#comments> (last visited Sept. 7, 2016).

²² <http://www2.ed.gov/documents/press-releases/itt-letter-08252016.pdf> (last visited Sept. 7, 2016).

potential revocation of the PPPAs for the [Indianapolis, Indiana and Spokane Valley, Washington] OPEIDs.”²³

28. The DOE required ITT to return a signed copy of the August 25, 2016 letter to the DOE acknowledging and agreeing to the conditions imposed in the letter no later than noon on September 6, 2016.²⁴

29. Upon information and belief, ITT management assured students and others that these ongoing issues with the DOE would not lead to the closure of ITT.

30. On August 30, 2016, ITT stopped enrolling new students at all of its campuses.²⁵

31. The Defendant’s advance knowledge of ITT’s deteriorating financial situation is also evidenced by student knowledge of the dire straits. According to a student quoted in one news report, “Two quarters ago there were rumors about the school having problems, but they told us that anyone who was already a student would be allowed to finish[.]”²⁶

32. In addition, enrollment at for-profit higher education institutions reportedly has dropped nearly 50 percent in the past six years, putting a strain on the finances of many schools. ITT acknowledged it expected decreased enrollment at its campuses in a letter to shareholders in June 2016.²⁷

33. Notwithstanding its ongoing turmoil with the DOE, ITT continued to operate and enroll new students. As illustrated above, ITT’s demise was a gradual process that occurred over the course of several years.

²³ *Id.*

²⁴ *Id.*

²⁵ <http://gizmodo.com/rest-in-peace-itt-tech-you-bastards-1785946020> (last visited Sept. 7, 2016).

²⁶ <http://www.latimes.com/business/la-fi-itt-tech-20160906-snap-story.html> (last visited Sept. 7, 2016).

²⁷ <http://www.pe.com/articles/college-810465-students-campus.html> (last visited Sept. 7, 2016).

C. The Closure of the Facilities on September 6, 2016

34. Neither Plaintiff nor Class Members received any advance notice or warning that the ITT was closing its facilities. An email sent to employees by ITT Tech CEO Kevin Monday on Friday, September 2, 2016 told employees, “Labor Day gives us a time to pause and spend time with our family As we close out the end of our June quarter, we’d like to extend that time by giving all employees Tuesday, September 6th off as an extra comp holiday.”²⁸

35. On Tuesday morning, September 6, 2016, while ITT employees were off enjoying their supposed Labor Day Weekend extended vacation and paid day off, ITT employees received a letter with a subject line reading “Termination of Employment” via email. *See* Exhibit A.

36. Indeed, one former employee identified that “People were blowing money all weekend, not knowing they were fired That’s ruffled some feathers.”²⁹

37. The termination letter informed employees, “It has become necessary to permanently eliminate your position due to a significant and unforeseen business circumstance resulting in a company-wide reorganization to cease operations and close the business, including the location at which you work.”

38. Citing the DOE’s August 25, 2016 conditions and ITT’s determination it is “unable to meet” those conditions, ITT’s termination was effective September 6, 2016 (“Termination Date”), the same date the letter was remitted to the employees.

39. The letter further provided that employees “Final Pay” would encompass only “work performed through your Termination Date” plus “payment for vacation days accrued through the[] Termination Date that have not been used” and that “[a]ll medical, dental, vision,

²⁸ <http://gizmodo.com/itt-is-officially-closing-1786243058> (last visited Sept. 7, 2016).

²⁹ <http://www.wsj.com/articles/itt-employees-sue-over-sudden-mass-layoff-1473199006> (last visited Sept. 7, 2016).

and Flexible Spending Account coverage will end September 6, 2016.” Unused sick time was forfeited and not paid out to employees.

40. Employees were designated several short, two to three hour windows in the three days following the Termination Date in which the employees would be permitted to reenter their work location to retrieve personal property.

41. On the same day, September 6, 2016, ITT released a public press release stating ITT was immediately “discontinue[ing] academic operations at all of its ITT Technical Institutes permanently” and “eliminate[ing] the positions of the overwhelming majority of our more than 8,000 employees.”³⁰

42. In the press release, ITT acknowledged, “more than 8,000 employees will be negatively affected” and that “[m]ore than 8,000 ITT Tech employees are now without a job – employees who exhibited the utmost dedication in serving our students.”³¹

D. Defendant’s Violations of the WARN Act

43. Plaintiff and those she seeks to represent herein were discharged without cause on their part on or about September 6, 2016, as the reasonably foreseeable consequence of the mass layoff or plant closing ordered by Defendant, and are “affected employees” within the meaning of 29 U.S.C. § 210l(a)(5).

44. Plaintiff brings this action on her own behalf, pursuant to the WARN Act, and on behalf of all other similarly situated employees and former employees whose employment was terminated on or about September 6, 2016, and within 30 days of that date.

³⁰ <http://www.ittesi.com/2016-09-06-ITT-Educational-Services-Inc-to-Cease-Operations-at-all-ITT-Technical-Institutes-Following-Federal-Actions> (last visited Sept. 7, 2016).

³¹ *Id.*

45. Defendant terminated Plaintiff's employment as part of a mass layoff or plant closing as defined by 29 U.S.C. § 2101, for which Plaintiff was entitled to receive sixty (60) days advance written notice under the WARN Act.

46. Defendant did not give Plaintiff or any Class Member the statutorily required sixty (60) day notice of the mass layoff or termination in violation of the WARN Act.

47. Plaintiff and Class members were discharged by Defendant without cause on their part, and are "affected employee(s)" within the meaning of the WARN Act 29 U.S.C. § 2101(a)(5).

CLASS ACTION ALLEGATIONS

48. Plaintiff brings this class action pursuant to Federal Rule of Civil Procedure 23(a), (b)(1) and (3) and the WARN Act, 29 U.S.C. § 2104(a)(5).

49. Plaintiff brings this action for herself and on behalf of a class of all similarly situated employees. Plaintiff seeks to certify a class (the "Class") defined as follows:

All former employees of ITT Educational Services, Inc. who were terminated from their employment at ITT Technical Institute or other ITT locations without receiving sixty (60) days written notice of a mass layoff before the date of their termination.

50. Excluded from the Class are ITT, the legal representatives, heirs, successors and assigns of any excluded person, and members of the federal judiciary.

51. **Numerosity**: Upon information and belief, Plaintiff estimates that the Class comprises at least eight thousand (8,000) Class Members, making the Class so numerous that joinder of all Class Members is impracticable. The members of the Class can be identified and located using information contained in the Defendant's human resources records.

52. **Commonality/Predominance**: There are common questions of law and/or fact common to the Class that predominate over any questions affecting only individual Class

Members. The questions of law and fact common to the Class arising from Defendant's actions include, but are not limited to, the following:

- a. Whether the provisions of the WARN Act apply;
- b. Whether Plaintiff and Class Members are "affected employees" as defined by the WARN Act;
- c. Whether the employee terminations by ITT on September 6, 2016 constitute a "termination" and/or "mass layoff" under the WARN Act;
- d. Whether ITT failed to provide the notice(s) required by the WARN Act (29 U.S.C. § 2102(b));
- e. Whether Defendant can avail itself of any of the provisions of the WARN Act which permit lesser periods of notice;
- f. The appropriate formulae to measure damages under the WARN Act (29 U.S.C. § 2104(a)(2)); and
- g. The appropriate definitions and formulae to measure payments to potentially offset damages under the WARN Act (29 U.S.C. § 2104(a)(2)).

53. **Typicality**: Plaintiff's claims are typical of all Class Members. Plaintiff and Class Members were subjected to the same kind of unlawful conduct, namely that they were involuntarily terminated without adequate notice under the WARN Act on September 6, 2016. Furthermore, the claims of Plaintiff and the Class members are based on the same legal theories and questions of law and fact pursuant to the WARN Act.

54. **Superiority**: A class action here is superior to other available methods for fair and efficient adjudication of the controversy. Class action treatment will allow a large number of similarly situated individuals to simultaneously pursue their common claims in a single forum in

an efficient manner, without unnecessary duplication of effort and expense that would be required if numerous individual actions were pursued. However, the affected employees must opt-in to this litigation so that the right to damages can be determined and quantum of damages can be calculated by the court.

55. **Adequacy:** Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class. Plaintiff's interests do not conflict with the interests of the Class, and Plaintiff intends to prosecute this action vigorously.

56. Plaintiff has retained experienced counsel qualified in class action litigation and counsel are competent to assert the interests of the Class. Counsel for Plaintiff have extensive experience successfully representing plaintiffs in complex class action litigation across the country.

57. The unlawful acts of Defendant, as alleged herein, constitute a course of conduct common to Plaintiff and each Class Member. Prosecution of separate actions by individual Class Members would create a risk of inconsistent of varying adjudications which would establish incompatible standards of conduct for Defendant and/or substantially impair or impede the ability of the individual Class Members to protect their interests.

58. Upon information and belief, Defendant has acted or refused to act on grounds generally applicable to the Class.

59. Further, class action treatment is authorized and appropriate under the WARN Act, 29 U.S.C. § 2104(a)(5), which clearly provides that a plaintiff seeking to enforce liabilities under that statute may sue either on behalf of his or herself, for other persons similarly situated, or both.

COUNT I
**VIOLATIONS OF THE UNITED STATES WORKER ADJUSTMENT AND
RETRAINING NOTIFICATION ACT, 29 U.S.C. §§ 2101, *et seq.* ("WARN ACT")**

60. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

61. At all times material herein, Plaintiff, and similarly situated persons, have been entitled to the rights, protections, and benefits provided under the WARN Act, 29 U.S.C. § 2101 *et. seq.* Plaintiff and members of the Class are "affected employees" of Defendant within the meaning of 29 U.S.C. § 2101(a)(5).

62. At all relevant times, ITT was an "employer" as that term is defined in 29 U.S.C. § 2101(a)(1) and 20 C.F.R. § 639.3(a), and ITT continued to operate as a business until it implemented and announced a mass layoff or plant closing at the Facilities. Defendant employed more than 100 employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

63. On or about September 6, 2016, Defendant ordered a "mass layoff" or "plant closing" of the Facilities, as those terms are defined in 29 U.S.C. § 2101(a)(2),(3).

64. Plaintiff is informed and believes—and thereon alleges—that the mass layoff or plant closing at the Facilities resulted in "employment losses," as that term is defined by 29 U.S.C. § 2101(a)(2) for at least 50 of Defendants' employees as well as 33% of Defendant's workforce at each of the Facilities, excluding part-time employees as that term is defined by 29 U.S.C. § 2101(a)(8).

65. Plaintiff and each Class Member were discharged by Defendant without cause on their part.

66. Defendant failed to give Plaintiff Class Members written notice that complied with the requirements of the WARN Act.

67. Plaintiff and each of the other Class members are "aggrieved employees" of Defendant, as that term is defined in 29 U.S.C. §2104(a)(7).

68. Defendant failed to pay (and continues to fail to pay) Plaintiff and Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation pay for 60 days following notice of their terminations and failed to pay accrued retirement benefits, for 60 days following notice of their respective terminations. Plaintiff has been injured as a result of these WARN Act violations.

69. Defendant is also liable to Plaintiff for reasonable attorneys' fees under 29 U.S.C. § 2104.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on behalf of herself and all members of the Class, request the following:

A. That the Court determines that this action may be maintained as a class action under Federal Rule of Civil Procedure 23;

B. That undersigned counsel is appointed as class counsel;

C. That Defendant is found to have violated the provisions of the WARN Act as to Plaintiff and the Class;

D. For an award of monetary damages consistent with the provisions of the WARN Act;

E. For an award of reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 2104 and/or other applicable law; and

F. For such other and further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests trial by jury of all issues triable by jury pursuant to FED. R. CIV.

P. 38.

Dated: September 7, 2016

Respectfully submitted,

/s/ Lynn A. Toops

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Counsel for Plaintiff and the Putative Class

From: "ITT Educational Services, Inc." <[REDACTED]>
To: "Christin Long at 083" <[REDACTED]>
Subject: Important Information Regarding Your Employment at ITT Educational Services, Inc.
Date: Tue, Sep 6, 2016 7:30 AM

Having trouble viewing this email? [Click here](#)

DATE: September 6, 2016

TO: Christin Long
[REDACTED]

Akron, OH 44319

FROM: Erica Bisch

SUBJECT: Termination of Employment

COPIES: Personnel File

It has become necessary to permanently eliminate your position due to a significant and unforeseen business circumstance resulting in a company-wide reorganization to cease operations and close the business, including the location at which you work. On August 25, 2016, without previous notice, the Department of Education (the "ED") notified ITT Educational Services, Inc. (the "Company") that it is required to meet certain conditions the Company has now determined it is unable to meet. As a result, your employment is being terminated effective September 6, 2016 ("Termination Date"). This notice is being given as soon as it was practicable and there are no bumping rights associated with this elimination.

This memorandum contains important information with respect to the termination of your employment and the post-employment payments and benefits to which you may be entitled so please read it carefully.

a) Final Pay. You will receive your final paycheck for work performed through your Termination Date. Your most recent paycheck covers the period of the two weeks ending September 4, 2016, as well as September 5 and September 6, 2016, your Termination Date. If you do not have direct deposit and have a home address on record with the company in California, Colorado, Illinois, Massachusetts, Minnesota, Missouri, Nevada, Oregon, Texas and Utah, your final paycheck will be sent to your home address. If you do not have direct deposit and live in another state, your final paycheck will be sent to the campus for you to pick up.

b) Vacation Pay. The final paychecks of employees with accrued but unused vacation days include payment for vacation days accrued through their Termination Date that have not been used.

c) Retirement Benefits. Employees who participate in the ESI Pension Plan and the ESI 401(k) Plan will be 100% vested in the plan(s) in which they participate. Click on the link in this email to access our Benefit Status Upon Separation notification that includes contact information for further details.

d) Unemployment Compensation. You will be eligible to apply for unemployment compensation the day following your Termination Date.

e) Continued Medical Benefits. All medical, dental, vision and Flexible Spending Account coverage will end September 6, 2016. You may use this letter as evidence of termination of your benefits as you consider other coverage options.

You may be eligible to continue medical benefits pursuant to the COBRA Act. COBRA questions should be directed to third party administrator Chard Snyder's Customer Service team at 1-888-993-4646.

You may purchase health insurance through the Health Insurance Marketplace. Your coverage may start the first day of the month after you lose your insurance. The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums and cost-sharing reductions (amounts that lower your out-of-pocket costs for deductibles, coinsurance, and copayments). Through the Marketplace you'll also learn if you qualify for free or low-cost coverage from Medicaid or the Children's Health Insurance Program (CHIP).

You have 60 days from the time you lose your job-based coverage to enroll in the Marketplace. After 60 days your special enrollment period ends and you may not be able to enroll until the next open enrollment period. To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit www.HealthCare.gov.

Obtaining Your Personal Property. You may collect your personal property from your work location. Your designated time is 9-11 a.m. or 3-5 p.m. Thursday, September 8, 2016, or 11 a.m.-2 p.m. Friday, September 9, 2016. Enter and exit through the front door.

Returning Company Property. You must return to ITT/ESI all ITT/ESI property, including, but not limited to, textbooks, equipment, licenses, cell phones, credit cards, and keys. Please return company property at your work location within your designated hours noted above.

Submitting Expenses for Reimbursement. You may submit legitimate, documented business expenses for reimbursement. Submit reimbursement requests with original receipts at your work location within your designated hours noted above. Reimbursement requests must include the purpose of each expense.

You are personally and solely responsible for paying all charges to your American Express Corporate credit card account with respect to any American Express Corporate credit card issued to you in conjunction with your ITT/ESI employment. You must pay any outstanding charges in full on or before the due date, failing which, ITT/ESI may deduct any balance due on your American Express Corporate credit card account from any pending business expense reimbursement, if you fail to pay such balance when due, in accordance with

local law.

Previous Job Elimination Notices. You may have received previous communications about planned terminations of employment. Please be advised that this document supersedes and replaces any such previous communications.

We realize that this will be a difficult time for you; however, we urge you to direct your attention and energies to your future.

If the address on this letter is not your current address, please email your current address to benefitquestions@ittesi.com.

> [Click on this link](#) for information about benefit status upon separation and other questions.

Thank you for your efforts and contributions in working for ITT/ESI, and I wish you well in your future endeavors. If you have any questions, please contact Human Resources Partner James Anders or Helena Masters at [\(317\) 706-9388](tel:3177069388) or, for the Online division, HR Generalist Patty Beck at [\(317\) 324-9815](tel:3173249815).

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9511 Angola Ct., Indianapolis, IN 46268

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CHRISTINE M. LONG, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Summitt Co., OH
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Irwin B. Levin, Richard E. Shevitz, Lynn A. Toops, COHEN & MALAD
LLP, One Indiana Square, Suite 1400, Indianapolis, IN 46204, (317)
636-6481

DEFENDANTS

ITT Educational Services, Inc.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. Section 2101, et seq.

Brief description of cause:
Violation of the WARN Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

September 7, 2016

SIGNATURE OF ATTORNEY OF RECORD

/s/ Lynn A. Toops

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

United States District Court

for the
Southern District of Indiana
Indianapolis Division

CHRISTIN M. LONG, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

ITT EDUCATIONAL SERVICES, INC.,

Defendant,

Case No: 1:16-cv-02399

SUMMONS IN A CIVIL ACTION

TO: (*Defendant name and address*)

ITT Educational Services, Inc. c/o CT Corporation System, Registered Agent 150 West Market Street, Suite 800 Indianapolis, IN 46204		
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A lawsuit has been filed against you. Within 21 days after service of this summons on you (not counting the day you received it) or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Irwin B. Levin
Richard E. Shevitz
Lynn A. Toops
Cohen & Malad LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: September 7, 2016

Signature of Clerk or Deputy Clerk

Civil Action Number: 1:16-cv-02399

PROOF OF SERVICE

(this section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)*_____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's Signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.