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8
9 **BEFORE THE**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **FOR THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION**
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No. BBPE21-357

14 **CALIFORNIA INSTITUTE OF THE**
15 **HEALING ARTS AND SCIENCES;**

ACCUSATION

16 **Institution Code No. 3404281**

17 Respondent.

18
19 **PARTIES**

20 1. Deborah Cochrane (Complainant) brings this Accusation solely in her official
21 capacity as the Chief of the Bureau for Private Postsecondary Education (Bureau), Department of
22 Consumer Affairs.

23 2. On or about April 30, 1992, the Bureau issued Approval to Operate Institution Code
24 3404281 to California Institute of the Healing Arts and Sciences; Carol DiGirolamo, President of
25 121 Venus Corporation, Owner (Respondent). The Approval to Operate was set to expire on May
26 5, 2020, however, Respondent timely submitted an application for Renewal of Approval to
27 Operate on April 21, 2020. The Bureau denied the application on January 31, 2022, and
28 Respondent timely appealed the denial of the application.

JURISDICTION

1
2 3. This Accusation is brought before the Director of the Department of Consumer
3 Affairs (Director) for the Bureau, under the authority of the following laws. All section
4 references are to the Education Code (Code) unless otherwise indicated.

5 4. Section 118, subdivision (b), of the Code provides that the suspension, expiration,
6 surrender, or cancellation of a license shall not deprive the Bureau of jurisdiction to proceed with
7 a disciplinary action during the period within which the license may be renewed, restored,
8 reissued or reinstated.

9 5. Section 94875 provides that the Bureau shall regulate private postsecondary
10 educational institutions.

11 6. Section 94877 provides that the bureau shall implement regulations, and an
12 enforcement program, regarding the operation of private postsecondary educational institutions.

13 7. Section 94937 provides, in pertinent part:

14 (a) As a consequence of an investigation, which may incorporate any
15 materials obtained or produced in connection with a compliance inspection, and
16 upon a finding that an institution has committed a violation, the bureau may place
17 an institution on probation or may suspend or revoke an institution's approval to
18 operate for:

18 ...

19 (2) A material violation or repeated violations of this chapter or regulations
20 adopted pursuant to this chapter that have resulted, or may result, in harm to
21 students. For purposes of this paragraph, "material violation" includes, but is not
22 limited to, misrepresentation, fraud in the inducement of a contract, and false or
23 misleading claims or advertising, upon which a student reasonably relied in
24 executing an enrollment agreement and that resulted, or may result, in harm to the
25 student.

23 ...

24 (c) The bureau may seek reimbursement pursuant to Section 125.3 of the
25 Business and Professions Code.

26

1 Student Performance Fact Sheet pursuant to subdivisions (a) to (d), inclusive, of
2 Section 94910. Each of these items in the Student Performance Fact Sheet shall
3 include a line for the student to initial and shall be initialed and dated by the
4 student.

5 (c) A student shall receive a copy of the signed enrollment agreement, in
6 writing or electronically, regardless of whether total charges are paid by the
7 student.

8 12. Section 94909 provides, in pertinent part:

9 (a) Except as provided in subdivision (d), before enrollment, an institution
10 shall provide a prospective student, either in writing or electronically, with a school
11 catalog containing, at a minimum, all of the following:

12 ...

13 (5) A description of the programs offered and a description of the instruction
14 provided in each of the courses offered by the institution, the requirements for
15 completion of each program, including required courses, any final tests or
16 examinations, any required internships or externships, and the total number of credit
17 hours, clock hours, or other increments required for completion.

18 ...

19 (7) Information regarding the faculty and their qualifications.

20

21 13. Section 94911 provides, in pertinent part:

22 An enrollment agreement shall include, at a minimum, all of the following:

23 (a) The name of the institution and the name of the educational program,
24 including the total number of credit hours, clock hours, or other increment required to
25 complete the educational program.

26 14. Section 94912 states:

27 Prior to the execution of an enrollment agreement, the information required to
28 be disclosed pursuant to subdivisions (a) to (d), inclusive, of Section 94910 shall be
signed and dated by the institution and the student. Each of these items shall also be
initialed and dated by the student.

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REGULATORY PROVISIONS

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2 15. California Code of Regulations, title 5 (“CCR”), section 71405 provides, in pertinent
3 part:

4 (a) If, after the submission of an application but prior to the Bureau's
5 decision to approve or deny an approval to operate, there is any material change in
6 circumstances affecting any information contained in the application or submitted
7 by the institution in support of the application, the institution shall immediately
8 inform the Bureau in writing.

9
10 16. CCR section 71710 provides, in pertinent part:

11 In order to meet its mission and objectives, the educational program defined
12 in section 94837 of the Code shall be comprised of a curriculum that includes:

13 (a) those subject areas that are necessary for a student to achieve the
14 educational objectives of the educational program in which the student is enrolled;

15 (b) subject areas and courses or modules that are presented in a logically
16 organized manner or sequence to students;

17 (c) course or module materials that are designed or organized by duly
18 qualified faculty. For each course or module, each student shall be provided with a
19 syllabus or course outline that contains:

20 ...

21 (2) a statement of educational objectives;

22 (3) length of the educational program;

23 ...

24 (e) specific learning outcomes tied to the sequence of the presentation of the
25 material to measure the students' learning of the material; and

26 (f) evaluation by duly qualified faculty of those learning outcomes.

27
28 17. CCR section 71715 provides, in pertinent part:

...

(b) The institution shall document that the instruction offered leads to the
achievement of the learning objectives of each course.

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(d) Distance education as defined in section 94834 of the Code, does not require the physical presence of students and faculty at the same location but provides for interaction between students and faculty by such means as telecommunication, correspondence, electronic and computer augmented educational services, postal service, and facsimile transmission. In addition to the other requirements of this chapter and the Act, an institution offering distance education shall:

...

(3) ensure that the materials and programs are current, well organized, designed by faculty competent in distance education techniques and delivered using readily available, reliable technology;

...

(5) maintain clear standards for satisfactory academic progress;

(6) timely complete student evaluations of learning outcomes by duly qualified faculty, which are appropriate for use with the distance education methods used, and evaluated by duly qualified faculty.

(7) employ a sufficient number of faculty to assure that (A) the institution's response to, or evaluation of, each student lesson is returned to the student within 10 days after the lesson is received by the institution; and (B) the institution's response to, or evaluation of, each student project or dissertation is returned to the student within the time disclosed in the catalog; and

(8) shall maintain a record of the dates on which lessons, projects, and dissertations were received and responses were returned to each student.

18. CCR section 71920 provides, in pertinent part:

(a) The institution shall maintain a file for each student who enrolls in the institution whether or not the student completes the educational service.

(b) In addition to the requirements of section 94900, the file shall contain all of the following pertinent student records:

...

(3) Copies of all documents signed by the student, including contracts, instruments of indebtedness, and documents relating to financial aid;

(4) Records of the dates of enrollment and, if applicable, withdrawal from the institution, leaves of absence, and graduation; and

1 (5) In addition to the requirements of section 94900(b) of the Code, a
2 transcript showing all of the following:

3 (A) The courses or other educational programs that were completed, or were
4 attempted but not completed, and the dates of completion or withdrawal;

5 (B) Credit awarded for prior experiential learning, including the course title
6 for which credit was awarded and the amount of credit;

7 (C) Credit for courses earned at other institutions;

8 (D) Credit based on any examination of academic ability or educational
9 achievement used for admission or college placement purposes;

10 (E) The name, address, website address, and telephone number of the
11 institution.

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13 19. CCR section 71930 provides, in pertinent part:

14 (a) An institution shall maintain all records required by the Act and this
15 chapter. The records shall be maintained in this state.

16 ...

17 (c) A record is considered current for three years following a student's
18 completion or withdrawal. A record may be stored on microfilm, microfiche,
19 computer disk, or any other method of record storage only if all of the following
20 apply:

21 (1) The record may be stored without loss of information or legibility for the
22 period within which the record is required to be maintained by the Act;

23 (2) For a record that is current, the institution maintains functioning devices
24 that can immediately reproduce exact, legible printed copies of stored records. The
25 devices shall be maintained in reasonably close proximity to the stored records at
26 the institution's primary administrative location in California. For a record that is
27 no longer current, the institution shall be able to reproduce exact, legible printed
28 copies within two (2) business days.

(3) The institution has personnel scheduled to be present at all times during
normal business hours who know how to operate the devices and can explain the
operation of the devices to any person authorized by the Act to inspect and copy
records; and

(4) Any person authorized by the Act or this chapter to inspect and copy
records shall be given immediate access to the document reproduction devices for
the purpose of inspecting and copying stored records and shall, upon request,

1 reimburse the institution for the reasonable cost of using the institution's equipment
2 and material to make copies at a rate not to exceed ten cents (\$0.10) per page.

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4 COST RECOVERY

5 20. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
6 administrative law judge to direct a licensee found to have committed a violation or violations of
7 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
8 enforcement of the case, with failure of the licensee to comply subjecting the license to not being
9 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
10 included in a stipulated settlement.

11 K.P. COMPLAINT & INVESTIGATION

12 21. On or about July 28, 2021, the Bureau received a complaint from K.P.¹ against
13 Respondent. K.P. alleged that there was no responsibility for anything students learned; there
14 were supposedly modules, but students did not receive any paperwork; there is no textbook for
15 the Holistic Health Practitioner (HHP) program, and Carol DiGirolamo (DiGirolamo), as
16 instructor, seemed to read off things she looked up online; there was no syllabus or curriculum
17 besides three binders of random materials, much of which was not used; and DiGirolamo would
18 make it difficult for students to find the documents students needed.

19 22. A Bureau Investigator interviewed K.P., who stated she attended the HHP program,
20 she enrolled on March 13, 2021, and withdrew on July 26, 2021. Her tuition was paid by the
21 Department of Rehabilitation (DOR). K.P. further stated that DiGirolamo would teach the same
22 material each week without following a curriculum, new students would be placed into the same
23 class as continuing students, and DiGirolamo would teach new students a one-week introductory
24 session that continuing students were required to attend.

25 23. The Bureau Investigator obtained and reviewed K.P.'s enrollment packet and noted
26 several initials were missing from the enrollment agreement, DiGirolamo did not sign the copy of
27

28 ¹ Individuals' initials are used to protect their identities.

1 the enrollment agreement given to K.P., and there was no school performance fact sheet (SPFS)
2 included in the enrollment packet.

3 A.V. COMPLAINT & INVESTIGATION

4 24. On or about August 18, 2021, the Bureau received a complaint from student A.V.
5 against Respondent. The complaint alleged that A.V. enrolled on October 31, 2020; students
6 from different programs and certifications were in the same class; she attended classes with
7 students that had already been in class for varying lengths of time, from new students to students
8 that had attended for one year; every few weeks new students would be enrolled and DiGirolamo
9 would give the same lecture to all students; the folders given to her by DiGirolamo were missing
10 a lot of paperwork; DiGirolamo had a difficult time running online classes; A.V. did not have
11 access to many materials she needed for class; and after withdrawing on July 21, 2021,
12 DiGirolamo informed her that no refund would be given.

13 25. A Bureau Investigator reviewed A.V.'s enrollment agreement, retail installment
14 contract, receipt of payment, a screenshot of her student loan account, and a school catalog. The
15 Bureau Investigator noted that A.V. enrolled in the Certified Behavioral Therapist (CBT)
16 program on October 27, 2020; the start date was listed as October 31, 2020 with an end date of
17 August 21, 2021 the program consisted of 400 hours of instruction; the agreement stated classes
18 are held on Zoom on Saturdays only; the hours that class takes place are not listed on the
19 agreement; the catalog A.V. provided was for January 2021 to December 2021, but it contained
20 class schedules for 2019; the catalog states that the maximum allowable timeframe to complete a
21 course is 1.5 times the hours, and for a 400-hour course, the maximum timeframe for a student to
22 complete the course is 600 hours.

23 26. A Bureau Investigator interviewed A.V., who stated she did not receive a syllabus;
24 she did not have access to Zoom recordings; DiGirolamo said she would send recordings when
25 A.V. was absent, but A.V. missed three classes and never received a recording for those days; she
26 did not receive any exams, quizzes, or tests; she did not receive a progress report or any
27 evaluations in the program; she did not receive a student contact list; and she did not receive a
28 class schedule for the days she attended. A.V. also stated the CBT program did not feel like

1 school; A.V. did not feel qualified to work as a behavioral therapist after taking classes from
2 Respondent; all students would be in one class on Saturdays, regardless of which program they
3 were in; students only had one class to decide if they want to withdraw for a full refund; classes
4 felt like DiGirolamo providing her personal opinion rather than teaching a program; she did not
5 recall whether she ever signed an SPFS; and when she went in person to enroll, she only met with
6 the receptionist and not DiGirolamo.

7 **M.R. COMPLAINT & INVESTIGATION**

8 27. On July 29, 2021, the Bureau received a complaint from M.R. against Respondent.
9 The complaint alleged that M.R. felt defrauded; students have been learning the same techniques
10 for seven months; students are mixed into classes with newly enrolled students and receive the
11 same lecture every few weeks; a lot of essential school materials were missing from the folders
12 provided by Respondent; the website and programs are misleading; some shorter programs are
13 advertised as being included in a longer holistic practitioner program, but not everything is
14 taught; DiGirolamo's lectures sound like material she found online; there is no textbook for the
15 class; and she has withdrawn from the program and is requesting a refund.

16 28. A Bureau Investigator reviewed a screenshot of Respondent's website provided by
17 M.R., a screenshot of Respondent's school catalog, a screenshot of a retail installment contract,
18 her enrollment agreement, and a two-page student agreement. The Bureau Investigator noted that
19 M.R. enrolled in the HHP program on January 1, 2021, with an end date of December 4, 2021;
20 the cancellation date was listed as January 9, 2021; the clock hours for the program were not
21 listed on the agreement; the agreement stated that classes are held Saturdays via Zoom, but did
22 not list the hours that class takes place; the total charges were not listed on the enrollment
23 agreement; and the enrollment agreement references an attached financing document.

24 29. A Bureau Investigator interviewed M.R., who stated that she never received a
25 syllabus; she did not have access to Zoom recordings of class unless she was absent; she asked for
26 past recordings to review classes but was denied; there were no exams, quizzes, or tests; they
27 would do breakout rooms on Zoom with other students with no supervision or testing done by
28 DiGirolamo; she was given a student contact list, but it was taken down from the Google drive;

1 they practiced the same therapies over and over, but were given no resources or information on
2 the subjects they talked about in class; she was given a binder with a few therapies detailed in
3 them, but many were missing; DiGirolamo never responded to her request to provide the missing
4 therapies; students were given hypnotherapy inductions by DiGirolamo for over 30 minutes
5 during every class session; and DiGirolamo would put the class into a relaxed state through her
6 techniques.

7 30. M.R. also stated that there were discrepancies in her documentation regarding her
8 enrollment date; all students were in one Saturday class with different levels of education, both
9 new and old students; and she does not recall ever signing a SPFS.

10 **B.R. COMPLAINT & INVESTIGATION**

11 31. On August 11, 2021, the Bureau received a complaint from B.R. against Respondent.
12 The complaint alleges that B.R. enrolled in a 10-month HHP; since the first day of class, she felt
13 that she had been learning the same material; new students are enrolled every few weeks, and
14 during some classes they just repeat the same lecture; old students and new students are in the
15 same class; she paid in full using her college fund; and she is requesting a full refund.

16 32. A Bureau Investigator interviewed B.R., who stated that DiGirolamo told her that “all
17 techniques are used in all models”; she enrolled in January 2021 and has been learning the same
18 material since then; the only subject being taught is hypnotherapy, and it’s basically guided
19 meditations; stated hours are from 9:00 a.m. to 4:00 p.m., total hours per week are eight, but even
20 with lunch, that only adds up to 7 hours per week; on the website it states that students take class
21 from 8:30 a.m. to 5:00 p.m. on Saturdays, but the enrollment forms state 9:00 a.m. to 4:00 p.m.
22 on Saturdays; and Respondent’s catalog says students attend classes eight hours per week, but the
23 actual number is closer to six hours per week.

24 33. A screenshot of Respondent’s website provided by M.R. shows the listed class hours
25 are 8:30 a.m. to 5:00 p.m. on Saturdays, total hours are 500; and classes start every five week.
26 The enrollment agreement provided by M.R. shows that M.R. enrolled in the HHP program on
27 December 24, 2021; the start date is listed as January 2, 2021, and the end date is listed as
28 January 23, 2022; total hours are listed as 500; class hours are listed as 9:00 a.m. to 4:00 p.m. for

1 a total of eight hours per week; and the agreement is not signed by a representative of
2 Respondent.

3 34. B.R. also stated that she never received a syllabus of courses; Zoom classes were
4 recorded, but students do not have access to all recordings; there were no exams, quizzes, or tests;
5 she never received any grades or evaluations; and she never signed an SPFS.

6 **J.B. COMPLAINT & INVESTIGATION**

7 35. On August 19, 2021, the Bureau received a complaint from J.B. against Respondent.
8 The complaint alleged that J.B. did not feel she had the education necessary to work as a certified
9 hypnotherapist; there was no formal education or training provided by Respondent; students are
10 lumped together from different modules to take the same class from DiGirolamo; the first class of
11 each module is repeated for every course; and the instructor is unqualified, and teaches class
12 based on life experience.

13 36. A Bureau Investigator interviewed J.B., who stated that she did not receive a syllabus;
14 she did not have access to Zoom recordings unless a class was missed; there were no exams
15 except for the final exam; she did not receive a class schedule or student contact list; there was no
16 class structure as the classes seemed to be long conversations with students sharing their
17 experiences; she felt that her time was wasted; every first Saturday of a module was the same
18 class, a repeat for new students; she attended classes for the Certified Life Coach (CLC) program,
19 realized it was the same as previous modules, and backed out; DiGirolamo takes the whole month
20 of December off; she did not turn in any book reports, externships, or any work at all;
21 DiGirolamo never asked her for her work or checked her progress; DiGirolamo tacked on
22 additional charges for the CLC classes, but did not have J.B. sign a new enrollment agreement;
23 classes were always the same group of people unless students graduated or were new; and
24 students only received access to the recorded Zoom classes when they were absent.

25 **H.P. COMPLAINT & INVESTIGATION**

26 37. On August 18, 2021, the Bureau received a complaint from student H.P. against
27 Respondent. The complaint alleged that the class is a misrepresentation of what is stated online;
28

1 and the school should not be allowed to issue certificates stating students have been trained and
2 are ready to help others in a professional setting.

3 38. A Bureau Investigator interviewed H.P., who stated that she wanted a full refund
4 because she was not given the education she was promised; she did not learn anything after
5 several months in the program; every Saturday feels the same, with no distinction between
6 courses; old and new students are mixed together and receive the same lecture every few weeks;
7 there is not much new information after the fourth month of the program, so it is difficult to tell
8 what class she is in; she did not receive a syllabus; she only received access to Zoom classes for
9 classes she missed; there were no exams, quizzes or tests; she never received any feedback or
10 grades on assignments she submitted; she received an outdated student contact list; they learned
11 the same thing every few weeks and nothing changed after the first month; classes were always
12 9:00 a.m. to 4:00 p.m.; when classes started, DiGirolamo would ask each student how their week
13 went and if they worked with any clients, they would take a short break and come back to talk
14 briefly about nutrition before breaking for lunch, DiGirolamo would then do a guided meditation
15 with the class for about 45 minutes, and then they would do breakout rooms for two hours or
16 more, which were 1-on-1 with students on Zoom with no supervision from DiGirolamo; and she
17 never received a SPFS.

18 **B.B. COMPLAINT & INVESTIGATION**

19 39. On September 8, 2021, the Bureau received a complaint from B.B. against
20 Respondent. The complaint alleged that B.B. withdrew from her enrollment when she realized
21 that no matter how long she stayed, she would not be receiving the program that she paid for;
22 classes met for six hours each Saturday; when new students were randomly introduced every few
23 weeks, they would spend three hours doing introductions with all students and talk about subjects
24 not pertaining to class topics; the training they were promised was incomplete and fraudulent;
25 DiGirolamo did not clearly demonstrate or explain things; when asked about materials,
26 DiGirolamo would respond that the materials were proprietary; B.B. was missing program
27 materials; although DiGirolamo claimed to instruct students in behavioral therapy, life coaching
28 and other subjects, she only touched on these subjects briefly, and it was not enough to warrant a

1 certification in those fields; at about the fourth month of classes, DiGirolamo would start to repeat
2 her teachings; DiGirolamo was unresponsive; DiGirolamo refused to provide the full program to
3 students; DiGirolamo would repeatedly say that she could not provide certain things because they
4 were “proprietary,” despite students paying for the program; DiGirolamo would do the same
5 induction every class and put students into a relaxed state; DiGirolamo would not have a firm
6 grasp on some of the materials she was teaching; every few weeks new students would join the
7 class and they would spend that class doing several hours of introductions for new students and
8 repeating what was taught in the prior weeks; classes were always 9:00 a.m. to 4:00 p.m.; she did
9 not receive any syllabus for any of the modules; DiGirolamo would switch between modules
10 sometimes during class; the only way to know which module she was teaching at the time is when
11 DiGirolamo would say during class which module she was teaching; there is no class structure;
12 besides the first two classes and the introduction class that is repeated every few weeks, the
13 instruction is very free form; some of the modalities are over 30 years old; she never received any
14 tests, exams or quizzes; DiGirolamo did the same attunement every class; she was never told
15 when she finished the Certified Hypnotherapy portion of the course, and never received any
16 grades, evaluations or progress reports; students received incomplete course materials in their
17 binders; she did not receive a class schedule; and she never received or signed a SPFS.

T.C. COMPLAINT & INVESTIGATION

19 40. On December 20, 2021, the Bureau received a complaint from T.C. against
20 Respondent. The complaint alleged that T.C. enrolled in a 10-month program, but it took two
21 years to complete; she had issues with not receiving class materials from DiGirolamo, and not
22 receiving the techniques or healing modalities that were promised by the course; she did not
23 receive the training that was advertised.

FURTHER INVESTIGATION & NOVEMBER 8, 2021 INSPECTION

25 41. On September 10, 2021, a Bureau Investigator reviewed Respondent’s website, which
26 stated Respondent offers programs in Certified Behavioral Therapist, Clinical Hypnotherapist,
27 Certified Life Coach and Holistic Health Practitioner. Nothing on the site indicated that these
28 programs were only offered by distance learning.

1 42. On September 10, 2021, a Bureau Investigator downloaded a copy of Respondent's
2 2021 school catalog from Respondent's website at californiainstitute.net. Respondent's catalog
3 indicates that the school's administrative office hours are Monday through Friday from 9:00 a.m.
4 to 5:00 p.m. However, no employee of the school was on site during a visit from a Bureau
5 Investigator on October 28, 2021 and November 2, 2021. The Bureau Investigator was not able
6 to review or copy any records until returning to the school on November 8, 2021, at which time
7 files were not made immediately available, and personnel were not scheduled to be present during
8 normal business hours without first alerting DiGirolamo of a potential Bureau visit.

9 43. The school catalog advertised three programs that DiGirolamo confirmed were not
10 currently being taught: massage therapist, aromatherapist, and master herbal practitioner. The
11 school website also advertised the aromatherapist and master herbal practitioner classes.

12 44. Per the school catalog, monthly reports regarding externships are submitted to
13 DiGirolamo for review and critiquing. Additionally, a syllabus embedded in the school catalog
14 and the catalog program descriptions state that eight hours of instruction is provided per class.

15 45. On November 8, 2021, a Bureau Investigator interviewed DiGirolamo, and obtained
16 copies of the student files for K.P., A.V., M.R., B.R., J.B., H.P., B.B., and T.C. During the
17 interview, DiGirolamo stated that students take hour-long lunches during each class. This time is
18 not subtracted from the eight hours of instruction that the school advertises on its website,
19 catalog, and enrollment agreements. DiGirolamo also stated that students do not have to repeat
20 modules that they do not do well in, and she would not make a student repeat just one module.
21 Her statements directly contradict the policy in the school catalog that states students who receive
22 an "F" or "incomplete" in a module must repeat that module.

23 46. A review of K.P.'s file indicated that DiGirolamo sent progress reports to DOR each
24 month from March 2021 to June 2021 stating that K.P. received grades of "A" in externship,
25 technique utilization, and communication skills. However, there is no documentation in K.P.'s
26 student file to support these grades. Additionally, the date of cancellation listed on K.P.'s
27 enrollment agreement was February 20, 2021, despite the fact K.P. signed the enrollment
28 agreement on March 11, 2021. The enrollment agreement for K.P. did not list the number of

1 clock hours or weeks needed to complete the educational program. Finally, the student file for
2 K.P. did not contain an official transcript showing her date of withdrawal.

3 47. A review of A.V.'s file indicated that in a document dated November 30, 2021,
4 DiGirolamo stated that A.V. did not submit a written notice of withdrawal. However, in the
5 documents included with this response, she provided a school form titled "withdrawal" notice
6 stating that A.V. was terminated due to her "letter of withdrawal" and missing three weeks of
7 classes. Additionally, A.V. provided an email sent to DiGirolamo on August 4, 2021 in which
8 A.V. clearly states her intent to withdraw her enrollment as of that day. Finally, the student file
9 for A.V. did not contain an official transcript showing her date of withdrawal.

10 48. A review of M.R.'s file indicated that DiGirolamo documented M.R.'s withdrawal on
11 a "withdrawal notice" dated September 20, 2021, listing M.R.'s last date of attendance and
12 withdrawal date as September 11, 2021. This directly contradicts M.R.'s email to DiGirolamo on
13 August 13, 2021 in which M.R. states her intent to withdraw immediately, and documentation in
14 M.R.'s file listing August 13, 2021 as M.R.'s withdrawal date. Additionally, the enrollment
15 agreement for M.R. did not list the number of clock hours or weeks needed to complete the
16 educational program. Finally, the student file for M.R. did not contain an official transcript
17 showing her date of withdrawal.

18 49. A review of B.R.'s file indicates that in a letter to B.R. dated August 26, 2021,
19 DiGirolamo stated that B.R. completed six out of ten modules, last attended class on July 24,
20 2021, and was not eligible for a pro-rata refund. However, in a document titled "withdrawal
21 notice," DiGirolamo listed M.R.'s withdrawal date as September 11, 2021, and stated B.R. had
22 completed seven out of ten modules. Finally, the student file for B.R. did not contain an official
23 transcript showing her date of withdrawal.

24 50. A review of J.B.'s file indicates that in a document titled "withdrawal notice,"
25 DiGirolamo listed J.B.'s graduation date as April 10, 2021, but listed her withdrawal and last date
26 of attendance as July 10, 2021. The document is dated July 17, 2021, and lists J.B.'s completed
27 hours as 325. However, J.B. enrolled in the 200-hour CHT program, completed over 300 hours,
28 but did not take a final exam or receive graduate status for the CHT program. J.B. did not sign a

1 second enrollment agreement or addendum to continue taking classes as part of a longer program.
2 Finally, the student file for J.B. did not contain an official transcript showing her date of
3 withdrawal.

4 51. A review of H.P.'s file indicates that H.P. provided an enrollment agreement that was
5 not signed by a representative of Respondent. On this form, her graduation date was listed as
6 January 23, 2022 in typed font. In the student file obtained from Respondent, DiGirolamo signed
7 H.P.'s enrollment agreement which listed her graduation date as December 4, 2021, and was
8 hand-written instead of typed. DiGirolamo confirmed she does not provide a copy of the
9 completed enrollment forms to students. Finally, the student file for H.P. did not contain an
10 official transcript showing her date of withdrawal.

11 52. A review of B.B.'s file indicates that in a letter to B.B. dated August 26, 2021,
12 DiGirolamo stated multiple times that B.B. completed six out of ten modules of the HHP
13 program. B.B. enrolled on August 20, 2020 and submitted her letter of withdrawal on July 31,
14 2021. A progress report in her student file shows that she received grades for eight modules. In a
15 document titled "withdrawal notice" dated July 30, 2021, DiGirolamo listed that B.B. completed
16 8.5 modules, and listed her date of withdrawal as July 10, 2021. Finally, the student file for B.B.
17 did not contain an official transcript showing her date of withdrawal.

18 53. The Bureau Investigator received T.C.'s file from DiGirolamo on or about January
19 13, 2022. A review of T.C.'s file indicates that T.C. attended classes from her enrollment date in
20 2019 until 2021 without signing a contract addendum or new enrollment agreement despite taking
21 a leave of absence in 2020. The student file for T.C. did not contain any documents detailing her
22 leave of absence or re-enrollment. Further, in an email to T.C. on December 14, 2021,
23 DiGirolamo attached four certificates of completion for the programs that T.C. completed. The
24 certificate of completion for the HHP program stated that T.C. completed the program as of
25 August 4, 2021. However, DiGirolamo emailed T.C. on August 5, 2021 and stated that she
26 would send her a copy of the final exam to take. Accordingly, T.C. could not have completed the
27 HHP program as of August 4, 2021, without having taken the final exam. Additionally, the file
28 did not contain three of the four certificates of completion that DiGirolamo provided to T.C. on

1 December 14, 2022, but only a document with the title “diploma.” The HHP diploma that
2 DiGirolamo included in the student file stated that T.C. completed the HHP course as of
3 December 15, 2021, and is clearly a different document than the one she provided to T.C. on
4 December 14, 2021. DiGirolamo provided a roster of students listing T.C. as a graduate as of
5 June 27, 2020. Finally, the official transcript in T.C.’s student file lists her program as “Life
6 Coach” and a final grade of “A” despite T.C.’s enrollment in the HHP program. The academic
7 progress report in the student file lists the program as HHP and lists a final grade of “A-”.

8 54. During her interview with a Bureau Investigator on November 8, 2021, DiGirolamo
9 stated that an instructor named Miriam Miller had been instructing new students in breakout
10 sessions, and occasionally substituting for the owner for approximately 1.5 – 3 years. However,
11 no credentials, qualifications, or contract has been provided to the Bureau for this faculty
12 member, and she does not appear in the course catalogue.

13 **FIRST CAUSE FOR DISCIPLINE**

14 (Prohibited Business Practices)

15 55. Respondent is subject to disciplinary action under Code section 94937, for violating
16 Code section 94897, subdivisions (d) and (j)(3), in that Respondent engaged in prohibited
17 businesses practices, as set forth in paragraphs 41-53, incorporated herein.

18 **SECOND CAUSE FOR DISCIPLINE**

19 (Merging Classes, Converting Method of Delivery, Changing Locations)

20 56. Respondent is subject to disciplinary action under Code section 94937, for violating
21 Code section 94898, subdivision (a). As set forth in paragraphs 22, 26, 29, 32, 36, 38 and 39,
22 incorporated herein, Respondent is merging classes in which not all students have received the
23 same amount of instruction and in a way that is impairing the students’ learning of the subject
24 matter of the class. This merging is negatively impacting the students’ learning of the subject
25 matter necessary for the achievement of learning objectives in four distinctly different programs.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 (General Enrollment Requirements)

3 57. Respondent is subject to disciplinary action under Code section 94937, for violating
4 Code section 94902, subdivisions (b)(3) and (c) in that:

5 a. As set forth in paragraph 50, incorporated herein, J.B. enrolled in the 200-hour CHT
6 program and was allowed to attend an additional 125 hours of class without signing a new
7 enrollment agreement for the HHP program.

8 b. As set forth in paragraph 53, incorporated herein, T.C. attended classes from her
9 enrollment date in 2019 until 2021 without signing a contract addendum or new enrollment
10 agreement despite taking a leave of absence in 2020. T.C. was allowed to graduate and received
11 certificates of completion in December 2021.

12 c. As set forth in paragraphs 23, 26, 30, 34, 38 and 39, incorporated herein, DiGirolamo
13 enrolled K.P., A.V., M.R., B.R., J.B., H.P., B.B., and T.C. without them, or a representative of
14 Respondent, signing a SPFS. Additionally, DiGirolamo does not provide students with a signed
15 copy of their enrollment agreements or SPFS.

16 **FOURTH CAUSE FOR DISCIPLINE**

17 (Minimum Requirements for School Catalog)

18 58. Respondent is subject to disciplinary action under Code section 94937, for violating
19 Code section 94909, subdivision (a)(5) and (7) in that:

20 a. As set forth in paragraph 44, incorporated herein, the syllabus embedded in the school
21 catalog and the catalog program descriptions state that eight hours of instruction is provided per
22 class. However, as set forth in paragraph 45, incorporated herein, hour-long lunches taken during
23 weekly Saturday classes are not subtracted from the represented hours of instruction. Thus, the
24 institution is counting each Saturday class as eight hours of instruction when, in fact, no more
25 than seven hours is provided.

26 b. As set forth in paragraph 54, incorporated herein, DiGirolamo disclosed on
27 November 8, 2021 that an instructor named Miriam Miller had been instructing new students in
28 breakout sessions, and occasionally substituting for the owner for approximately 1.5 – 3 years.

1 However, no credentials, qualifications, or contract has been provided to the Bureau for this
2 faculty member, and she does not appear in the course catalogue. Enrolling students and the
3 public have not been made aware of this instructor due to her omission from the catalogue.

4 **FIFTH CAUSE FOR DISCIPLINE**

5 (Minimum Requirements for Enrollment Agreement)

6 59. Respondent is subject to disciplinary action under Code section 94937, for violating
7 Code section 94911, subdivision (a), in that, as set forth in paragraphs 46 and 48, the enrollment
8 agreements for K.P. and M.R. did not list the number of clock hours or weeks needed to complete
9 the educational program.

10 **SIXTH CAUSE FOR DISCIPLINE**

11 (Signature, Initials Required)

12 60. Respondent is subject to disciplinary action under Code section 94937, for violating
13 Code section 94912, in that, as set forth in paragraphs 23, 26, 30, 34, 38 and 39, incorporated
14 herein, the SPFS for K.P., A.V., M.R., B.R., J.B., H.P., B.B., and T.C. were not signed by a
15 representative of Respondent, and signed copies of the SPFS were not provided to the students.

16 **SEVENTH CAUSE FOR DISCIPLINE**

17 (Change in Circumstance Affecting Application Information)

18 61. Respondent is subject to disciplinary action under Code section 94937, for violating
19 California Code of Regulations, title 5 (“CCR”), section 71405 in that, as set forth in paragraph
20 54, incorporated herein, DiGirolamo disclosed on November 8, 2021 that an instructor named
21 M.M. had been instructing new students in breakout sessions, and occasionally substituting for
22 the owner for approximately 1.5 – 3 years. However, no credentials, qualifications, or contract
23 has been provided to the Bureau for this faculty member, and she does not appear in the course
24 catalogue. This individual was not referenced in the renewal application submitted April 2020 or
25 in the deficiency responses provided to the Bureau through September 2020. Thus, the Bureau
26 was not informed of the change in circumstance affecting the renewal application, and
27 accordingly, the Bureau has not had an opportunity to vet this instructor.

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1 **EIGHTH CAUSE FOR DISCIPLINE**

2 (Educational Program)

3 62. Respondent is subject to disciplinary action under Code section 94937, for violating
4 CCR section 71710, subdivisions (a), (b), (c)(2), (c)(3), (e), and (f). As set forth in paragraphs 22,
5 26, 29, 32, 36, 38 and 39, incorporated herein, DiGirolamo was unable to provide evidence that
6 Respondent is offering instruction in those subject areas that are necessary for a student to
7 achieve the educational objectives of the educational program in which the student is enrolled.
8 As a consequence of the organization and sequencing of the four programs currently offered,
9 students enrolling in the three shorter program will only be provided instruction in subjects
10 covered in modules that happen to be offered in the specific window of time immediately
11 following their enrollment. There is no logical ordering, sequence or design for the content of the
12 Clinical Hypnotherapist, Life Coach and Behavioral Therapist programs. Additionally, hour-long
13 lunches are taken during weekly Saturday classes, which are not subtracted from the represented
14 hours of instruction.

15 63. Respondent also did not document that curriculum includes specific learning
16 outcomes tied to the sequence of the presentation of the material to measure the students' learning
17 of the material. Articulated objectives for each program overlap greatly between programs; there
18 is little differentiation between programs despite their distinctly different titles and associated
19 intended career outcomes. Program objectives also do not clearly correspond to content reference
20 in the descriptions of the modules.

21 64. Student achievement of program-specific learning outcomes is not appropriately
22 measured or evaluated. The culminating final exam appears to be the same for all four currently
23 offered programs: Holistic Health Practitioner, Behavioral Therapist, Life Coach, and Clinical
24 Hypnotherapist. Additionally, the final exam provided for review did not appear to have been
25 graded, despite the student's having already graduated.

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1 **NINTH CAUSE FOR DISCIPLINE**

2 (Instruction)

3 65. Respondent is subject to disciplinary action under Code section 94937, for violating
4 CCR section 71715, subdivisions (b), (d)(3), (d)(5), (d)(6), (d)(7), and (d)(8). As set forth in
5 paragraphs 22, 26, 29, 32, 36, 38 and 39, incorporated herein, Respondent did not document that
6 curriculum includes specific learning outcomes tied to the sequence of the presentation of the
7 materials to measure the students' learning of the material. Articulated objectives for each
8 program overlap greatly between programs, and there is little differentiation between programs
9 despite their distinctly different titles and associated intended career outcomes. Program
10 objectives do not clearly correspond to content referenced in the descriptions of modules. Which
11 objectives are addressed will be dependent on which modules a student completes, and which
12 modules are taken by each student is dictated wholly by where their enrollment date places them
13 on the schedule and the length of the program they select. Respondent has not documented that
14 the instruction offered leads to the achievement of the learning objectives of each course.

15 66. Hour-long lunches taken during weekly Saturday classes are not subtracted from the
16 represented hours of instruction. The institution also does not maintain clear standards for
17 satisfactory academic progress. DiGirolamo failed to document recorded mid-point grades,
18 evaluations or communications to students regarding their progress.

19 67. Additionally, formal evaluations of students are not timely completed, in compliance
20 with the institution's stated policy, or consistently recorded. Although Respondent requires
21 students to complete "externship" forms to document their technique practice, book reports, and
22 career preparation/business-related activities, Respondent failed to demonstrate that these
23 assignments are graded or catalogued.

24 **TENTH CAUSE FOR DISCIPLINE**

25 (Student Records)

26 68. Respondent is subject to disciplinary action under Code section 94937, for violating
27 CCR section 71920, subdivisions (b)(3), (b)(4), (b)(5)(A), (b)(5)(B), (b)(5)(C), (b)(5)(D), and
28 (b)(5)(E), in that, as set forth in paragraphs 46-53, incorporated herein, the student files for K.P.,

1 A.V., M.R., B.R., J.B., H.P., and B.B. did not contain an official transcript showing their dates of
2 withdrawal. Additionally, the student file for T.C. did not contain any documents detailing her
3 leave of absence or re-enrollment.

4 **ELEVENTH CAUSE FOR DISCIPLINE**

5 (Maintenance of Records)

6 69. Respondent is subject to disciplinary action under Code section 94937, for violating
7 CCR section 71930, subdivision (3)(e) in that, as set forth in paragraph 42, incorporated herein,
8 Respondent's catalog indicates that the school's administrative office hours are Monday through
9 Friday from 9:00 a.m. to 5:00 p.m. However, no employee of the school was on site during a
10 visit from a Bureau Investigator on October 28, 2021 and November 2, 2021. The Bureau
11 Investigator was not able to review or copy any records until returning to the school on November
12 8, 2021, at which time files were not made immediately available, and personnel were not
13 scheduled to be present during normal business hours without first alerting DiGirolamo of a
14 potential Bureau visit.

15 **TWELFTH CAUSE FOR DISCIPLINE**

16 (Annual Report)

17 70. Respondent is subject to disciplinary action under Code section 94937, for violating
18 CCR section 74110 in that Respondent failed to submit all components of the 2020 Annual
19 Report, which was due to the Bureau by December 1, 2021, despite the fact that the Bureau
20 provided reminder notices to Respondent on or about June 23, 2021 and August 10, 2021.
21 Additionally, Respondent failed to submit all components of the 2021 Annual Report, which was
22 due to the Bureau by December 1, 2022, despite the fact that the Bureau provided reminder
23 notices to Respondent on or about June 28, 2022, July 14, 2022, and July 26, 2022.

24 **DISCIPLINE CONSIDERATIONS**

25 71. To determine the degree of discipline, if any, to be imposed on Respondent,
26 Complainant alleges that:

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1 a. On or about October 17, 2019, in a prior action, the Bureau issued Respondent
2 Citation 1920078 with an Order of Abatement. The citation was modified on February 3, 2020,
3 and closed on April 2, 2020 following evidence of compliance and payment of the fine.

4 b. On or about April 1, 2020, in a prior action, the Bureau issued Respondent Citation
5 1920272 with an Order of Abatement. The citation was modified on September 17, 2020, and
6 closed on November 18, 2020 following evidence of compliance and payment of the fine.

7 **PRAYER**

8 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
9 and that following the hearing, the Director of the Department of Consumer Affairs issue a
10 decision:

11 1. Revoking or Suspending Approval to Operate Institution Code 3404281, issued to
12 Respondent;

13 2. Ordering Respondent to pay the Bureau for Private Postsecondary Education the
14 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
15 Professions Code section 125.3; and,

16 3. Taking such other and further action as deemed necessary and proper.
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20 DATED: 5/15/2023

"Original Signature on File"

DEBORAH COCHRANE

Chief

Bureau for Private Postsecondary Education

Department of Consumer Affairs

State of California

Complainant