

<p>DISTRICT COURT, CITY & COUNTY OF DENVER, STATE OF COLORADO</p> <p>Court Address: Denver City & County Bldg. 1437 Bannock Street, Rm. 256 Denver, CO 80202 (720) 865-8301</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiffs:</p> <p>WESTWOOD COLLEGE, INC.; and ALTA COLLEGES, INC.,</p> <p>v.</p> <p>Defendants:</p> <p>JILLIAN ESTES; CHRIS HOYER; JAMES HOYER NEWCOMER SMILJANICH & YANCHUNIS, PA; CONSUMER WARNING NETWORK; JAMESHOYER.COM; WESTWOODSCAMMED.ME; WESTWOODSUIT.COM; WARNINGS ABOUT WESTWOOD COLLEGE; LAURIE MACKENZIE; and JESSICA MACKENZIE.</p>	
<p>Attorneys for Plaintiffs</p> <p>L. Norton Cutler, #34357 Mary L. Will, #20030 Michael A. Sink, #36064 PERKINS COIE LLP 1899 Wynkoop Street, Suite 700 Denver, CO 80202-1043 Phone: 303.291.2300 Facsimile: 303.291.2400 Email: NCutler@perkinscoie.com MWill@perkinscoie.com MSink@perkinscoie.com</p>	<p style="text-align: center;">COMPLAINT</p>

Plaintiffs Westwood College, Inc. and Alta Colleges, Inc. (together “Westwood”), by their attorneys, and for their Complaint against Defendants Jillian Estes (“Estes”), Chris Hoyer

("Chris Hoyer"), James Hoyer Newcomer Smiljanich & Yanchunis, PA ("James Hoyer PA"), Consumer Warning Network ("CWN"), JamesHoyer.com ("JH.com"), WestwoodScammed.Me ("WestwoodScammed.Me"), Westwoodsuit.com ("WS.com"), Warnings About Westwood College ("Warnings"), Laurie MacKenzie ("L. MacKenzie"), and Jessica MacKenzie ("J. MacKenzie"), state as follows:

NATURE OF THE ACTION

1. Westwood brings this Civil Action to seek recompense for a conspiracy to damage and defame Westwood. Defendants' conduct, actions and statements have damaged and defamed Westwood and have interfered with Westwood's contractual and business relationships, all with the intent of undermining the credibility and reputation of Westwood with current and prospective students, employers and the general public. Estes, Chris Hoyer and James Hoyer PA undertook a smear campaign against Westwood using their existing Web sites, including JH.com and CWN, to discredit and defame Westwood regarding its admissions practices, financial aid policies, accreditation and educational quality. Defendants also published defamatory comments with regulatory agencies, accrediting bodies, legislators and governmental agencies all with the intent to cause harm to Westwood and to create pressure on Westwood to pay James Hoyer PA's attorneys' fees in settlement of an alleged class action arbitration filed against Westwood by James Hoyer PA.

2. In addition, and in furtherance of their efforts to damage Westwood, Estes, Chris Hoyer and James Hoyer PA pursued new media Internet weapons by setting up a Facebook page, Warnings, and also by deceptively identifying themselves as "consumer advocates" investigating Westwood, rather than as a plaintiffs' class action law firm. On Warnings, Estes, Chris Hoyer and James Hoyer PA made statements solely to damage, defame and demean Westwood. They also established a Web site with a defamatory name, WestwoodScammed.Me, solely to damage, defame and demean Westwood. Estes, Chris Hoyer and James Hoyer PA used additional new media Internet weapons by setting up Web sites such as WS.com solely to damage, defame and demean Westwood and by sending unsolicited, derogatory Twitter messages to individuals mentioning Westwood in their Twitter messages. Instead of simply pursuing their baseless, alleged class action arbitration against Westwood, Defendants have gone out of their way to damage Westwood in the media and have tried to make a national media circus out of a four-plaintiff case against a relatively small Colorado-based college. Defendants also enlisted the help of two Westwood employees to steal confidential information from Westwood and disseminate it to the press.

3. The cumulative impacts of Defendants' actions have caused damage not only to Westwood, but to its current students and graduates, by harming the reputation of Westwood and the value of the Westwood degree with employers and the general public.

JURISDICTION AND VENUE

4. The Court has original subject matter jurisdiction over this action.

5. Personal jurisdiction and venue are proper in this Court as Estes, Chris Hoyer and James Hoyer PA have purposefully availed themselves of the privilege of doing business in this district and practicing law in this district by (a) filing an arbitration demand with the American Arbitration Association (“AAA”) in Denver, Colorado; (b) filing two complaints before Colorado regulatory agencies; (c) making personal appearances in the State of Colorado in pursuit of their claims; and (d) attending at least two meetings in Denver, Colorado to discuss the claims they have brought in this district. CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings (together the “Web Site Defendants”) direct their communications to, among others, residents of this district. L. MacKenzie and J. MacKenzie are residents of the State of Colorado. Finally, the Court has jurisdiction as the events and actions giving rise to the claims asserted herein have occurred and are occurring in this district.

PARTIES

6. Plaintiff Westwood College, Inc. is a Colorado corporation which operates seventeen career school campuses in six states, including in Colorado, and an online campus based in Colorado. The central administrative offices for Westwood College, Inc. are located in Denver, Colorado.

7. Plaintiff Alta Colleges, Inc. is a Delaware corporation and the parent company of Westwood College, Inc. The central administrative offices for Alta Colleges, Inc. are located in Denver, Colorado.

8. Defendant Estes is an attorney licensed to practice law in Florida, and, upon information and belief, is a resident of Florida. Estes is employed by and associated with the law firm of James Hoyer PA. Estes is practicing law in Colorado as she is legal counsel appearing on behalf of Michael Mensch, Tyrone Bailey, Jessica Rosales, Courtland Walker and Others Similarly Situated before the AAA in Denver, Colorado.

9. Defendant Chris Hoyer is an attorney licensed to practice law in Florida, and, upon information and belief, is a resident of Florida. Chris Hoyer is employed by and associated with the law firm of James Hoyer PA. Chris Hoyer is practicing law in Colorado as he is legal counsel appearing on behalf of Michael Mensch, Tyrone Bailey, Jessica Rosales, Courtland Walker and Others Similarly Situated before the AAA in Denver, Colorado. Chris Hoyer founded the CWN Internet Web site. As stated on JH.com, Chris Hoyer “created the Consumer Warning Network [CWN] . . . a website dedicated to exposing consumer issues via the internet.”

10. Defendant James Hoyer PA is a law firm organized as a Professional Association and with its principle place of business in Florida. Defendant James Hoyer PA is practicing law in Colorado as it is legal counsel appearing on behalf of Michael Mensch, Tyrone Bailey, Jessica Rosales, Courtland Walker and Others Similarly Situated before the AAA in Denver, Colorado.

11. Defendant CWN is an Internet Web site founded by Chris Hoyer of the James Hoyer PA law firm and is supported by resources provided by the James Hoyer PA law firm. Estes and Chris Hoyer are staff members of the CWN. Six of the twelve staff members of CWN

are attorneys with the law firm of James Hoyer PA. Estes stated that CWN is a “consumer advocacy group in Tampa, FL.” Defendant CWN’s publications are directed to, among others, persons in Colorado.

12. Defendant JH.com is an Internet Web site owned and operated by the James Hoyer PA law firm. Defendant JH.com’s publications are directed to, among others, persons in Colorado.

13. Defendant WestwoodScammed.Me is an Internet Web site owned and operated by the James Hoyer PA law firm. Defendant WestwoodScammed.Me’s publications are directed to, among others, persons in Colorado.

14. Defendant WS.com is an Internet Web site owned and operated by the James Hoyer PA law firm. Defendant WS.com’s publications are directed to, among others, persons in Colorado.

15. Defendant Warnings is an Internet Web site owned and operated by the James Hoyer PA law firm and was until recently described as being operated by “a consumer advocacy group in Tampa, FL.” Defendant Warnings’ publications are directed to, among others, persons in Colorado.

16. Defendant Jessica MacKenzie is a former employee of Westwood who is a resident of Arvada, Colorado.

17. Defendant Laurie MacKenzie is a former employee of Westwood who is the mother of Jessica MacKenize and is also a resident of Arvada, Colorado.

GENERAL ALLEGATIONS

18. In January 2009, Westwood learned that Estes and CWN had created a Facebook page about Westwood, including comments that the CWN was “investigating” Westwood for purposes of a potential class action lawsuit.

19. In February 2009, Westwood contacted Estes to understand the basis for the alleged investigation. Thereafter, Westwood invited Estes and Chris Hoyer to Denver to discuss the issues underlying the comments being posted on the Internet. In a meeting which took place on or about March 5, 2009 in Denver, Colorado, Estes and Chris Hoyer claimed that Westwood was violating Colorado law with respect to the interest rates charged under financing provided by Westwood to some of its students.

20. In the March 2009 meeting, in addition to threatening imminent litigation, Chris Hoyer threatened to engage in various activities outside of litigation such as running a negative publicity campaign against Westwood and sending communications criticizing Westwood via social media to current and former Westwood students.

21. During the March 2009 meeting, Westwood explained to Estes and Chris Hoyer why its practices were adequate and legal, but Estes and Chris Hoyer insisted that they would go forward with their case with the intent to ruin Westwood if it did not make the settlement payment they demanded.

22. Westwood refused to succumb to such tactics and thus, Estes, Chris Hoyer and James Hoyer PA escalated the campaign on their Web sites, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings, to defame and discredit Westwood regarding the value of its degrees, accreditation, admissions practices and financial aid policies.

23. The Web Site Defendants featured defamatory comments designed to damage Westwood for the purpose of forcing a settlement of the threatened class action. Starting in March 2009, Estes and Chris Hoyer even exhorted site members and Internet users to file complaints with the Higher Learning Commission (“HLC”) in an attempt to deny Westwood regional accreditation.

24. Estes wrote and posted an article on the CWN titled, “Westwood College Has Lessons to Learn,” on May 6, 2009. In the article she states that “[t]here was no limit to the lies the [Westwood] recruiters would tell students to sign them up,” and that Alta Colleges, Inc. “made blatant lies about graduation rates, employment rates and quality of education for certification.”

25. Estes expressly acknowledged on WestwoodScammed.Me, accessed through JH.com, that she wrote the May 6, 2009 article referenced in paragraph 24 above “for a consumer advocacy website,” linked the article to the WestwoodScammed.Me site and encouraged the public to read the article.

26. On May 6, 2009, Estes wrote on Warnings, linked with the other Web Site Defendants, for “All” to check out one of James Hoyer PA’s stories stating it was “just the first of many we plan to run about Westwood’s shady practices.”

27. Defendants’ tactics succeeded in surfacing four alleged class action plaintiffs out of over 40,000 present and former Westwood students.

28. On or about May 14, 2009, the James Hoyer PA law firm, through Estes and Chris Hoyer, filed a Demand for Class Action Arbitration against Westwood and others before the AAA in Denver, Colorado. The Demand for Class Action Arbitration was amended on May 20, 2009 (the “Demand for Arbitration”).

29. In the Demand for Arbitration, Estes, Chris Hoyer and James Hoyer PA asserted claims against Westwood and others for violations of the Colorado Consumer Protection Act (“CCPA”) and violations of the Colorado Uniform Commercial Credit Code (“CUCCC”). The real subject of the arbitration is allegedly operating a financing program in violation of the CUCCC, not the quality of the education provided by Westwood or the value of a Westwood degree.

30. Instead of merely trying their case about financing programs before their chosen forum, the AAA, Estes, Chris Hoyer and James Hoyer PA left the AAA forum and defamed Westwood on the Internet, through social media and in the traditional media by denigrating the college and the value of the education it provides.

31. As the derogatory and defamatory comments were made in the media and on the Internet, Estes, Chris Hoyer and James Hoyer PA and the rest of the Defendants' conduct is not protected by any privilege and is subject to the same limitations as applicable to any other entity or individual.

32. In engaging in their smear campaign on the Internet, Estes, Chris Hoyer and James Hoyer PA generally represent themselves as "consumer advocates" and not as lawyers. Thus Estes, Chris Hoyer, James Hoyer PA and the rest of the Defendants' conduct is not undertaken in a role of legal counsel but rather is expressly undertaken as private citizens not involved in a judicial process.

33. CWN, an Internet Web site founded by Chris Hoyer of the James Hoyer PA law firm and supported by resources provided by the James Hoyer PA law firm, has published, republished and distributed numerous statements damaging and defaming Westwood. CWN is operated as a consumer advocacy group rather than as a group of lawyers. Many of the defamatory articles and statements about Westwood made on CWN are authored by Estes. Certain statements are detailed further in Appendix A hereto.

34. JH.com, an Internet Web site owned and operated by the law firm of James Hoyer PA, has published, republished and distributed numerous statements damaging and defaming Westwood. JH.com references content on and provides a direct link to the WestwoodScammed.Me Web site. Many of the defamatory articles and statements made on JH.com about Westwood are authored by Estes. Certain statements are detailed further in Appendix A hereto.

35. WestwoodScammed.Me, an Internet Web site owned and operated by the law firm of James Hoyer PA, has published, republished and distributed numerous statements damaging and defaming Westwood. The name of the Web site by itself defames Westwood. Many of the defamatory articles and statements made on WestwoodScammed.Me about Westwood are authored by Estes. Certain statements are detailed further in Appendix A hereto.

36. WS.com is another name for the WestwoodScammed.Me Internet Web site which is owned and operated by the law firm of James Hoyer PA. WS.com has published, republished and distributed numerous statements damaging and defaming Westwood. WS.com links directly to WestwoodScammed.Me, the name of which by itself defames Westwood. Many of the defamatory articles and statements made on WS.com about Westwood are authored by Estes. Certain statements are detailed further in Appendix A hereto.

37. Warnings is a Facebook Web site operated by the law firm of James Hoyer PA initially portraying itself as operated by a "consumer advocacy group." Estes, Chris Hoyer and

James Hoyer PA set up Warnings as a Facebook group to make, collect and republish defamatory comments. Warnings has published, republished and distributed numerous statements damaging and defaming Westwood. Many of the defamatory articles and statements made on Warnings about Westwood are authored by Estes. Certain statements are detailed further in Appendix A hereto.

38. The Web sites owned and operated by James Hoyer PA contain volumes of defamatory statements in well-over 100 web posts and include claims that: Westwood was a financial trap for unwary students; Westwood was running a scam; students were victims of Westwood's unfair practices; Westwood falsified data on its Web site; Westwood removed all negative postings from its Web site and created false positive postings by current and former students and staff members; Westwood diplomas have no value and employers will not hire Westwood graduates; Westwood teaches students to hide the source of their degree during job interviews; the Westwood Web site is poorly researched, inaccurate and misleading; and Westwood is a diploma mill. Appendix A contains specific quotes in support of this paragraph. These statements have little to do with the merits of the Demand for Arbitration and instead are designed to dissuade students from enrolling at Westwood and/or to persuade existing students to drop out, all in an effort to damage Westwood.

39. Defendants undertook a negative publicity campaign against Westwood. Upon information and belief, by contacting reporters from network and local news stations as well as national news columnists, Defendants provided information designed to create negative articles and media activities which featured false quotes from them about Westwood. For instance, Estes, on behalf of James Hoyer PA, was interviewed for articles published by the Denver Post in May 2009 and January 2010, and for a November 2009 report aired on Denver CBS 4 television station.

40. Defendants also made unsolicited contact with state regulatory bodies, accreditation agencies, legislators and governmental agencies providing those bodies with copies of the Demand for Arbitration and making false and defamatory statements regarding Westwood. Specifically, Estes filed complaints with the Colorado Department of Higher Education in October 2009 and January 2010, purportedly on behalf of former Westwood students.

41. Estes and James Hoyer PA have made unsolicited contact with potential Westwood students via Twitter in an effort to cause such students to withdraw their applications to or consideration of enrolling at Westwood. For example, in the summer of 2009, Estes, on behalf of WestwoodScammed.Me sent potential students unsolicited Twitter messages stating: "Molly, Westwood College is not regionally accredited, and why does it cost \$70,000? Many complaints at <http://bit.ly/westwood>," "problems with Westwood College? You are not alone <http://bit.ly/westwood>," "You are not alone, There's some more info about Westwood College here <http://bit.ly/westwood>."

42. J. MacKenzie, while employed by Westwood, stole a confidential email from Westwood and sent it to her mother, L. MacKenize. On information and belief, L. MacKenzie,

at the behest of Estes and James Hoyer PA, then sent that email to James Hoyer PA, where it was used in a pleading filed in another class action in Texas instituted by James Hoyer PA against Westwood. J. MacKenzie was subsequently dismissed from Westwood for this conduct, upon which she attempted to take further confidential documents from Westwood. James Hoyer PA subsequently identified L. MacKenzie as a witness in the case it filed against Westwood in Texas.

43. A Westwood graduate, Steve Wiideman, independently created a Web site called JamesHoyerScammedMe.com. Estes promptly wrote a letter to Mr. Wiideman accusing him of defaming James Hoyer PA. Estes claimed as defamatory such statements as (a) “This is the video James Hoyer PA is showing on their website to try and convince you that Westwood is a scam. You’ll learn the truth behind the strategy of one law firm looking to ruin the lives [of] over 47,000 graduates;” (b) “This page likely showed up in Google when you searched for James Hoyer PA. Hopefully you’ll see this and not be seduced by bias;” and (c) “Their whole point is to allegedly help a few students who had issues with their loans. What do you think will happen to the 47,000 graduates if suddenly they couldn’t transfer their credits, or if the name was so tarnished that no employer would recognize the degree.” WestwoodScammed.Me contains strikingly similar statements by Estes against Westwood. See Appendix A.

44. Westwood College, Inc. has developed, registered, and is the sole and exclusive owner of the name “Westwood College.” Westwood College, Inc. has continuously used its name in interstate commerce in connection with the offering of its educational services throughout the United States, including in the State of Colorado.

45. Westwood College, Inc. has developed a unique and uniform system of providing educational services to the public. Westwood College, Inc. has advertised and promoted its educational services in Colorado and other places in the United States through various media and activities. As a result of such efforts and the considerable money spent in connection therewith, Westwood College, Inc. has established demand and goodwill among the public and persons seeking educational services in the United States, including in the State of Colorado.

46. The name “Westwood College” serves the purpose of identifying Westwood College and the educational services it offers. Westwood College, Inc.’s name distinguishes it from other colleges and educational institutions and has come to have a secondary meaning associated with the college and educational services it offers.

47. Estes, Chris Hoyer and James Hoyer PA purchased Internet advertising based on Westwood College, Inc.’s registered name. Specifically, Estes, Chris Hoyer and James Hoyer PA purchased from Google advertising linked to the name “Westwood College.” When the public searches for “Westwood College,” or sends an email on Gmail containing the words “Westwood College,” pop-up advertising appears directing the public to the James Hoyer PA law firm Web site and the information contained thereon regarding its pending class action litigation against Westwood.

48. Estes, Chris Hoyer and James Hoyer PA's use of Westwood's name is without the license or consent of Westwood College, Inc. Such improper use has caused, or is likely to cause, mistake, confusion, or deception in the minds of the public as to source, affiliation, and sponsorship and has damaged Westwood.

49. Estes, Chris Hoyer and James Hoyer PA's defamatory statements were made to further their own self-interests in generating negative media attention and to harm Westwood's business with the intent to pressure Westwood into capitulating in the AAA proceeding and paying James Hoyer PA a settlement consisting mainly of attorneys' fees.

50. Estes, Chris Hoyer and James Hoyer PA's careless and malicious defamatory statements have caused irreparable harm to Westwood's reputation.

51. Estes, Chris Hoyer and James Hoyer PA's statements were made with knowledge of their falsity or with reckless disregard for their truth.

52. Estes, Chris Hoyer and James Hoyer PA's statements were made with the intent to harm Westwood and result in personal gain to Estes, Chris Hoyer and James Hoyer PA and, in turn, to benefit the employees and associates of James Hoyer PA and the Web Site Defendants. Estes, Chris Hoyer and James Hoyer PA are engaged in a pattern and practice of this sort defamatory and damaging conduct.

53. All of Defendants' statements were and are designed to convince students and potential students that Westwood provides nothing of value and has or will pressure them into enrolling and taking on massive financial commitments and/or loans that they could not possibly meet. Thus, the defamatory statements were designed to persuade students not to enroll at Westwood, or to persuade current students to withdraw from Westwood, and to decrease Westwood's revenues.

54. The defamatory statements made by Defendants have resulted in damage to Westwood because students have withdrawn their applications, not enrolled or withdrawn from Westwood as a result of the defamatory and damaging statements. Defendants' conduct has also caused damage to all students and graduates of Westwood by harming the reputation of Westwood and the value of the Westwood degree with employers and the general public.

55. A lawyer cannot create immunity for a defamatory statement by publishing it in a lawsuit and then persuading the media to repeat it as a fact or simply republishing the defamatory statements on his/her own Web sites.

56. Westwood stands ready to defend itself on the merits in the alleged class action arbitration filed by Estes, Chris Hoyer and James Hoyer PA. Instead of trying to win the arbitration on its merits, however, Estes, Chris Hoyer and James Hoyer PA are trying to poison the public view of Westwood to force a settlement. There is no reason for Estes, Chris Hoyer and James Hoyer PA's four-plaintiff arbitration against a relatively small Colorado-based college to attract national media attention. Estes, Chris Hoyer and James Hoyer PA have instigated,

caused or created negative and demeaning publicity and continue to manufacture media stories and Web postings defaming Westwood.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Defamation – Westwood Against Defendants Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings)

57. Westwood repeats and realleges ¶¶ 1 through 56 of its Complaint as if fully set forth herein.

58. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings made defamatory statements concerning Westwood.

59. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings published the defamatory statements to third parties and to the public at large.

60. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings republished defamatory statements concerning Westwood to third parties and to the public and are responsible for the republications as the original speaker and/or to the same extent as the original speaker.

61. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings expressly or impliedly authorized the remaining Defendants' repetition of their defamatory statements.

62. The repetition of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' defamatory statements is a natural consequence of the publication of the original statements.

63. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' defamatory statements were made with fault at least amounting to negligence.

64. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' defamatory statements are false.

65. Certain of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' defamatory statements are defamatory per se.

66. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' defamatory statements were made with actual malice.

67. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' defamatory statements were made with knowledge that the statements were false or with reckless disregard for whether the statements were true.

68. Westwood has suffered harm to its reputation as a result of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' making, publication and republication of defamatory statements.

69. Westwood has suffered actual, special and other damages as a result of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' making, publication and republication of defamatory statements.

70. Westwood was damaged and continues to be damaged by Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' conduct and is entitled to damages in an amount to be determined at trial, as well as costs and fees.

SECOND CLAIM FOR RELIEF
(Interference with Contract –Westwood Against All Defendants)

71. Westwood repeats and realleges ¶¶ 1 through 70 of its Complaint as if fully set forth herein.

72. Students enrolling in and attending Westwood execute an Enrollment Agreement ("EA") that among other things, obligate the students to pay Westwood for the education provided by Westwood to the students.

73. Defendants intentionally and improperly interfered with the contractual relationships between Westwood and its prospective and current students, including those students who applied to Westwood, those who were pending enrollment and enrolled students.

74. Defendants intentionally and improperly interfered with the performance of contracts between Westwood and its prospective, pending and enrolled students.

75. Defendants intentionally and improperly induced prospective, pending and enrolled students not to perform contracts with Westwood.

76. Defendants' statements, publications and republications, were often targeted directly to students considering applications or with pending applications with Westwood, and caused the students to cease their interest in Westwood, or to withdraw their applications from or not enroll at Westwood.

77. Defendants' statements, publications and republications caused enrolled students to terminate their EAs with Westwood.

78. Defendants' conduct was improper, wrongful and unlawful because it involved false, defamatory, disparaging and damaging statements, publications and republications intended to do harm to Westwood.

79. Defendants' statements, publications and republications were made for the purpose of advancing Estes, Chris Hoyer and James Hoyer PA's own pecuniary gain by creating financial harm to Westwood in an effort to get Westwood to capitulate in the pending arbitration.

80. Westwood was damaged and continues to be damaged by Defendants' conduct and is entitled to damages in an amount to be determined at trial, as well as costs and fees.

THIRD CLAIM FOR RELIEF
**(Interference with Prospective Business Relations –
Westwood Against All Defendants)**

81. Westwood repeats and realleges ¶¶ 1 through 80 of its Complaint as if fully set forth herein.

82. Defendants intentionally and improperly interfered with pending business and contractual relationships between Westwood and its students, including those prospective students who applied to Westwood, those who were pending enrollment and enrolled students.

83. Defendants made statements, publications and republications to accrediting bodies, state regulators, legislators and governmental agencies, including communications to the HLC, designed to interfere with Westwood's existing and prospective business relationships with those entities and to interfere with Westwood's relationships with prospective, pending and enrolled students.

84. Defendants' statements, publications and republications were made with the intention of preventing the formation of business relationships and contracts between Westwood and prospective, pending and enrolled students.

85. Defendants' statements, publications and republications prevented the formation and/or continuation of business relationships and contracts between Westwood and prospective, pending and enrolled students.

86. Defendants' statements, publications and republications prevented Westwood from acquiring or continuing business relationships with accrediting bodies, state regulators, legislators, and governmental agencies.

87. Defendants' conduct was improper, wrongful and unlawful because it involved false, defamatory, disparaging and damaging statements, publications and republications intended to do harm to Westwood.

88. Westwood was damaged and continues to be damaged by Defendants' conduct and is entitled to damages in an amount to be determined at trial, as well as costs and fees.

FOURTH CLAIM FOR RELIEF

(Disparagement –Westwood Against Defendants Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings)

89. Westwood repeats and realleges ¶¶ 1 through 88 of its Complaint as if fully set forth herein.

90. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings made, published and republished false statements about Westwood.

91. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings made, published and republished their false statements to third parties and to the public at large.

92. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' false statements were derogatory to Westwood's business in general.

93. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' false statements were derogatory to Westwood's property and personal and business affairs.

94. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' false statements were intended to cause harm to Westwood's pecuniary interests, or, should have been recognized as likely to cause Westwood harm.

95. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings knew that their harmful statements were false and/or acted in reckless disregard to the truth or falsity of the harmful statements.

96. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' false statements were made with malice.

97. Westwood has suffered harm to its reputation as a result of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' making, publication and republication of false statements.

98. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' false statements have resulted in actual, special and other damages to Westwood.

99. Westwood was damaged and continues to be damaged by Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' conduct and is entitled to damages in an amount to be determined at trial, as well as costs and fees.

FIFTH CLAIM FOR RELIEF

(Violation of Colorado Consumer Protection Act – Westwood Against Defendants Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings)

100. Westwood repeats and realleges ¶¶ 1 through 99 of its Complaint as if fully set forth herein.

101. Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings engaged in unfair or deceptive trade practices by, among others:

- a. knowingly making false representations as to the source, sponsorship approval or certification of services;
- b. knowingly making false representations as to affiliation, connection, or association with or certification by another;
- c. knowingly making false representations as to the characteristics, ingredients, uses, benefits, alterations, or quantities of services, and false representations as to the sponsorship, approval, status, affiliation, or connection of a person therewith;
- d. representing that services are of a particular standard, quality, or grade, knowing that they are of another;
- e. disparaging the services of another by false or misleading representations of fact;
- f. advertising services with the intent not to sell them as advertised; and
- g. making false or misleading statements of fact concerning the price of services.

102. The above unfair or deceptive trade practices occurred in the course of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' business, vocation, or occupation.

103. The above unfair or deceptive trade practices significantly impacted the public as actual or potential consumers of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' goods, services or property.

104. Westwood has engaged in prior and continuous use of the name “Westwood College.”

105. The public identifies the name “Westwood College” as an educational institution and associates the name with the educational services Westwood provides to the public.

106. As the public is likely to be deceived or misled by Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings’ statements and/or use of Westwood’s name, such Defendants have engaged in additional unfair business practices.

107. Westwood suffered injury in fact to a legally-protected interest.

108. The above unfair or deceptive trade practices caused Westwood’s injuries.

109. Westwood was damaged and continues to be damaged by Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings’ conduct and is entitled to damages pursuant to the Colorado Consumer Protection Act in an amount to be determined at trial, as well as costs and fees.

SIXTH CLAIM FOR RELIEF
(Civil Conspiracy – Westwood Against Defendants)

110. Westwood repeats and realleges ¶¶ 1 through 109 of its Complaint as if fully set forth herein.

111. Defendants are two or more persons.

112. Defendants joined together with the object of damaging Westwood.

113. There was a meeting of the minds as Defendants joined together to harm Westwood by publishing false and defamatory information about Westwood and by stealing confidential documents from Westwood all in an effort to damage Westwood, interfere with its contracts and business relationships and force Westwood to pay James Hoyer PA large sums of money.

114. Defendants engaged in unlawful overt acts of, among other things, defamation, interference with contracts, interference with business relations and document theft, in a combined effort to damage Westwood.

115. Westwood suffered damages and injury as a result of Defendants’ conduct.

116. Westwood was damaged and continues to be damaged by Defendants’ conduct and is entitled to damages in an amount to be determined at trial, as well as costs and fees.

DEMAND FOR JUDGMENT

WHEREFORE, Westwood demands judgment against Defendants and in favor of Westwood as follows:

A. An order that Defendants account for and pay over to Westwood all gains, profits and advantages derived by them as a result of their wrongdoing to the full extent provided for by state law;

B. An order that Defendants pay to Westwood such damages as Westwood has sustained by reason of Defendants' wrongdoing;

C. An order that Defendants pay exemplary damages;

D. An order requiring Defendants to retract the defamatory statements and/or publicly apologize to Westwood;

E. An award of the costs and expenses, including reasonable attorneys' fees, incurred by Westwood in connection with this action as provided for by law;

F. A preliminary and permanent injunction enjoining Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings, their agents, servants, and employees, and those people in active concert or participation with them from using the name "Westwood" or "Westwood College" to advertise their class action lawsuit against Westwood, and enjoining them from causing a likelihood of confusion or misunderstanding as to their affiliation, connection, or association with Westwood;

G. An order requiring Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings to pay to Westwood such damages as Westwood has sustained by reason of Estes, Chris Hoyer, James Hoyer PA, CWN, JH.com, WestwoodScammed.Me, WS.com and Warnings' wrongful use of Westwood's name;

H. An order requiring Estes, Chris Hoyer, and James Hoyer PA to shut down WestwoodScammed.Me, WS.com and Warnings or alternatively, to remove all defamatory content from them and any other Web site where it was posted by them;

I. An award of prejudgment interest; and

J. Such other and further relief as the Court deems just and proper.

DATED this 17th day of March, 2010

PERKINS COIE LLP

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