

1 ROB BONTA  
Attorney General of California  
2 KIM KASRELIOVICH  
Supervising Deputy Attorney General  
3 MICHAEL YI  
Deputy Attorney General  
4 State Bar No. 217174  
300 So. Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
Telephone: (213) 269-6483  
6 Facsimile: (916) 731-2126  
E-mail: Michael.Yi@doj.ca.gov  
7 *Attorneys for Complainant*

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. 1006223

14 **COMPUTER INSTITUTE OF**  
15 **TECHNOLOGY; RENE AGUERO,**  
**OWNER**  
16 6444 Bellingham Avenue, Suite 201, 202  
North Hollywood, CA 91605

**ACCUSATION**

17 **Institution Code: 1936171**

18 Respondent.

19  
20 **PARTIES**

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

24 2. On February 6, 1998, the Bureau issued Approval to Operate Institution Code  
25 1936371 to Computer Institute of Technology; Rene Aguero, Owner (Respondent). The  
26 Approval to Operate was in full force and effect at all times relevant to the charges brought in this  
27 Accusation.

1 **JURISDICTION**

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 unless otherwise indicated.

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

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

11 6. Section 94877 states, in relevant part, that:

12 “(a) The bureau shall adopt and shall enforce regulations to implement this chapter pursuant  
13 to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of  
14 Division 3 of Title 2 of the Government Code).

15 (b) The bureau shall develop and implement an enforcement program, pursuant to Article  
16 18 (commencing with Section 94932) to implement this chapter . . .”

17 7. Section 94937 states that:

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

22 (1) Obtaining an approval to operate by fraud.

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

1 (b) The bureau shall adopt regulations, within one year of the enactment of this chapter,  
2 governing probation and suspension of an approval to operate.

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

5 (d) An institution shall not be required to pay the cost of investigation to more than one  
6 agency.”

7 8. California Code of Regulations, title 5, section 75100 provides that the Bureau may  
8 suspend, revoke or place on probation with terms and conditions an approval to operate.

9 **STATUTORY PROVISIONS**

10 9. Section 71920 states:

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

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

15 (1) Written records and transcripts of any formal education or training, testing, or  
16 experience that are relevant to the student's qualifications for admission to the institution or the  
17 institution's award of credit or acceptance of transfer credits including the following:

18 (A) Verification of high school completion or equivalency or other documentation  
19 establishing the student's ability to do college level work, such as successful completion of an  
20 ability-to-benefit test;

21 ”

22 10. Section 74112, subdivision (m), states: “Documentation supporting all data reported  
23 shall be maintained electronically by the institution for at least five years from the last time the  
24 data was included in either an Annual Report or a Performance Fact Sheet and shall be provided  
25 to the Bureau upon request; the data for each program shall include at a minimum:

26 (1) the list of job classifications determined to be considered gainful employment for the  
27 educational program;

28

1 (2) student name(s), address, phone number, email address, program completed, program  
2 start date, scheduled completion date, and actual completion date;

3 (3) graduate's place of employment and position, date employment began, date employment  
4 ended, if applicable, actual salary, hours per week, and the date employment was verified;

5 (4) for each employer from which employment or salary information was obtained, the  
6 employer name(s) address and general phone number, the contact person at the employer and the  
7 contact's phone number and email address, and all written communication with employer  
8 verifying student's employment or salary;

9 (5) for students who become self-employed, all documentation necessary to demonstrate  
10 self-employment;

11 (6) a description of all attempts to contact each student or employer;

12 (7) any and all documentation used to provide data regarding license examinations and  
13 examination results;

14 (8) for each student determined to be unavailable for graduation or unavailable for  
15 employment, the identity of the student, the type of unavailability, the dates of unavailability, and  
16 the documentation of the unavailability; and

17 (9) the name, email address, phone number, and position or title of the institution's  
18 representative who was primarily responsible for obtaining the students' completion, placement,  
19 licensing, and salary and wage data, the date that the information was gathered, and copies of  
20 notes, letters or emails through which the information was requested and gathered.”

21 11. Section 94897 states: “An institution shall not do any of the following:

22 . . . .

23 (k) Willfully falsify, destroy, or conceal any document of record while that document of  
24 record is required to be maintained by this chapter.

25 ”

26 ///

27 ///

28 ///

1           12. Section 94899.5, subdivision (e), states: “At the student’s option, an institution may  
2 accept payment in full for tuition and fees, including any funds received through institutional  
3 loans, after the student has been accepted and enrolled and the date of the first class session is  
4 disclosed on the enrollment agreement.”

5           13. Section 94902, subdivision (a), states: “A student shall enroll solely by means of  
6 executing an enrollment agreement. The enrollment agreement shall be signed by the student and  
7 by an authorized employee of the institution.”

8           14. Section 94902, subdivision (b), states: “An enrollment agreement is not enforceable  
9 unless all of the following requirements are met:

10           (1) The student has received the institution’s catalog and School Performance Fact Sheet  
11 prior to signing the enrollment agreement.

12           . . . .

13           (3) Prior to the execution of the enrollment agreement, the student and the institution have  
14 signed and dated the information required to be disclosed in the Student Performance Fact Sheet  
15 pursuant to subdivisions (a) to (d), inclusive, of Section 94910. Each of these items in the Student  
16 Performance Fact Sheet shall include a line for the student to initial and shall be initialed and  
17 dated by the student.”

18           15. Section 94904, subdivision (a), states: “Except as provided in subdivision (c), before  
19 an ability-to-benefit student may execute an enrollment agreement, the institution shall have the  
20 student take an independently administered examination from the list of examinations prescribed  
21 by the United States Department of Education pursuant to Section 484(d) of the federal Higher  
22 Education Act of 1965 ( 20 U.S.C. Sec. 1070a et seq. ). The student shall not enroll unless the  
23 student achieves a score, as specified by the United States Department of Education,  
24 demonstrating that the student may benefit from the education and training being offered.”

25           16. Section 94912 states: “Prior to the execution of an enrollment agreement, the  
26 information required to be disclosed pursuant to subdivisions (a) to (d), inclusive, of Section  
27 94910 shall be signed and dated by the institution and the student. Each of these items shall also  
28 be initialed and dated by the student.”



1 Company sent J. B.'s voucher to CIT; (2) J. B. did not attend CIT; and (3) CIT failed to refund  
2 the voucher funds.

3 22. On May 11, 2021, the Bureau Investigator visited CIT and met with Rene Agüero  
4 ("Agüero"). Agüero admitted that J. B. did not attend CIT. Agüero provided an incomplete  
5 enrollment agreement purportedly signed and initiated by J. B., on January 23, 2020. Agüero  
6 also provided an invoice from CIT to Sedgwick Glendale Insurance Company, dated February 4,  
7 2020, for \$5,000.00. The invoice amount included \$4,925.00 in "Tuition" for "Computer Office  
8 Software" and \$75.00 registration fee. Agüero admitted that he received and cashed J. B.'s  
9 voucher, but could not recall if he refunded the funds. Agüero issued the refund check for  
10 \$5,000.00 during the visit.

### 11 **G. P. COMPLAINT INVESTIGATION**

12 23. On February 23, 2021, the Bureau received a complaint from G. P. alleging that he  
13 signed an enrollment agreement with CIT. CIT later informed G. P. that CIT no longer offered  
14 the program (phlebotomy). G. P. cancelled his enrollment and requested that CIT refund his  
15 tuition in the amount of \$6,000.00 to the State Compensation Insurance Fund (SCIF). CIT failed  
16 to refund the tuition.

17 24. On March 5, 2021, the Bureau Investigator talked to Agüero, who admitted that  
18 G. P. enrolled at CIT for the phlebotomy program, but that the program had been cancelled.  
19 Agüero also admitted to failing to reimburse the tuition funds to SCIF. CIT purportedly mailed  
20 the refund check to SCIF on March 5, 2021.

21 25. On May 11, 2021, the Bureau Investigator visited CIT and met with Agüero. Agüero  
22 provided an enrollment agreement dated July 10, 2019, for an "Office Software" course  
23 purportedly signed and initiated by G. P. on December 10, 2019. The enrollment agreement did  
24 not have Respondent's authorized employee signature. Agüero also provided the voucher form  
25 issued by SCIF, and G. P.'s refund request letter to Respondent.

26 26. On May 25, 2021, SCIF notified the Bureau Investigator that it had not received the  
27 refund check from CIT, and that SCIF did not use a handwritten signature to endorse refund  
28 checks, as shown on the refund check purportedly mailed by CIT on March 5, 2021.

**T. H. COMPLAINT INVESTIGATION**

1  
2           27. On July 10, 2020, the Bureau received a complaint from T. H. alleging that  
3 Respondent fraudulently enrolled students with vouchers without providing education, training  
4 or benefits, and refused to refund the tuition.

5           28. On October 27, 2020, the Bureau Investigator interviewed T. H., Executive Director  
6 of OneWorkComp, Inc. T. H. stated that he filed the complaint on behalf of J. L., V. G. and  
7 G. S., who did not enroll at, or attend CIT, and wanted reimbursement of their cashed vouchers  
8 issued by SCIF to CIT.

9           29. On May 11, 2021, the Bureau Investigator visited CIT and met with Aguero. Aguero  
10 provided an incomplete enrollment agreement dated March 8, 2019, purportedly signed and  
11 initiated by J. L. on March 8, 2019. Aguero also provided an invoice from CIT to SCIF for J. L.  
12 in the amount of \$6,000.00. The invoice amount included \$5,925.00 in “Tuition” for “Office  
13 Software Specialist” and \$75.00 registration fee. Aguero also provided J. L.’s voucher form,  
14 which identified CIT as his training provider. After admitting that J. L. did not attend CIT,  
15 Aguero provided a copy of the refund check purportedly mailed to SCIF on January 14, 2020.

16           30. Aguero told the Bureau Investigator that he did not have any record of V. G.  
17 attending CIT. The Bureau Investigator showed V. G.’s enrollment agreement at the CIT  
18 Riverside location to Aguero. The Bureau Investigator also informed Aguero that that CIT  
19 cashed V. G.’s \$9,000.00 voucher, and that CIT reimbursed \$4,500.00 to SCIF. Aguero denied  
20 knowledge of V. G. attending CIT, but explained that a former employee used CIT’s name and  
21 tax identification number to create a false CIT campus.

22           31. Aguero told that the Bureau Investigator that he did not have documentation for G. S.  
23 CIT cashed G. S.’s voucher for \$3900.00, but failed to provide proof of a refund. Aguero claimed  
24 that a former employee used CIT’s name and tax identification number to create a false CIT  
25 campus.

26           32. On May 25, 2021, SCIF notified the Bureau Investigator that it had not received  
27 J. L.’s refund check from CIT, and that SCIF did not use a handwritten signature to endorse  
28 refund checks, as shown on the refund check purportedly mailed by CIT on January 14, 2020.





1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Prohibited Business Practices)**

3 44. Respondent is subject to disciplinary action under section 94937, for violating  
4 section 94897, subdivision (k), in that Respondent falsified enrollment agreements for J. B., J. L.,  
5 V. G., G. S. and O. S, who did not enroll at, or attend CIT. Complainant incorporates paragraphs  
6 20-22, 27-33, and 39-41, as though fully stated here.

7 **SECOND CAUSE FOR DISCIPLINE**

8 **(Mandatory Cancellation, Withdrawal, and Refund Policies)**

9 45. Respondent is subject to disciplinary action under section 94937, for violating  
10 section 94920, subdivision (e), in that Respondent cancelled its Phlebotomy program prior to  
11 G. P.'s attendance, but failed to reimburse the voucher funds. Complainant incorporates  
12 paragraphs 23-26, as though fully stated here.

13 **THIRD CAUSE FOR DISCIPLINE**

14 **(General Enrollment Requirements)**

15 46. Respondent is subject to disciplinary action under section 94937, for violating  
16 section 94902, subdivision (a), in that Respondent's authorized employee failed to sign G. P's  
17 enrollment agreement. Complainant incorporates paragraphs 23-26, as though fully stated here.

18 **FOURTH CAUSE FOR DISCIPLINE**

19 **(Collection of Tuition)**

20 47. Respondent is subject to disciplinary action under section 94937, for violating  
21 section 94899.5, subdivision (e), in that Respondent accepted the full voucher payment for J. D  
22 without an enrollment agreement. J. D. did not enroll at, or attend CIT. Respondent also failed  
23 to refund the payment. Complainant incorporates paragraphs 34-38, as though fully stated here.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Material Violations of Bureau Rules and Regulations)**

3 48. Respondent is subject to disciplinary action under section 94937, for violating  
4 sections 74112, subdivision (m), 94912, 94902, subdivisions (b)(1) & (b)(3), 71920(b)(1)(A),  
5 and 94904, subdivision (a). Complainant incorporates paragraphs 42-43, as though fully stated  
6 here.

7 **PRAYER**

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

- 11 1. Revoking Approval to Operate Institution Code 1936371 issued to Respondent;
- 12 2. Ordering Respondent to pay the Bureau for Private Postsecondary Education the  
13 reasonable costs of the investigation and enforcement of this case, pursuant to Business and  
14 Professions Code section 125.3; and
- 15 3. Taking such other and further action as deemed necessary and proper.

16  
17  
18 DATED: "12/2/2021"

"Original Signature on File"  
 DEBORAH COCHRANE  
 Chief  
 Bureau for Private Postsecondary Education  
 Department of Consumer Affairs  
 State of California  
*Complainant*

19  
20  
21  
22  
23 LA2021604071