

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

LAURA ARMOUR,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 19-2556 (TJK)
)	
MIGUEL CARDONA, Secretary of the)	
Department of Education, et al.,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into among Plaintiff Laura Armour, Executor of the Estate of Robert J. Armour; the United States Department of Education (“ED”); and Miguel Cardona, in his official capacity as Secretary of Education (“the Secretary”), through their authorized representatives. This Settlement Agreement shall be effective as of the Effective Date, as defined herein.

WHEREAS on August 23, 2019, the original plaintiff in this action, Robert J. Armour, filed the above-captioned lawsuit alleging that Defendants’ denial of his closed school discharge application violated the Administrative Procedure Act (“APA”) and his due process rights.

WHEREAS at the time he filed the complaint, Mr. Armour had paid \$34,169.32, and still owed over \$100,000, on federally issued student loans used to finance approximately six years of attendance at a doctoral psychology program at Argosy University-Schaumburg.

WHEREAS on October 5, 2020, Mr. Armour passed away from cancer, and upon submission of his proof of death, Mr. Armour’s outstanding federal student loan balance was discharged.

WHEREAS on October 23, 2020, Laura Armour, Executor of the Estate of Robert J.

Armour, was substituted for Robert J. Armour as the plaintiff in this action.

WHEREAS to resolve this litigation over a disputed closed school discharge application, avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

1. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date").

2. Within 60 days of the Effective Date, ED shall reimburse to Plaintiff the amount of \$34,169.32 ("Settlement Amount"), which is equivalent to (i) the amount Mr. Armour paid on federally issued student loans for his attendance at a doctoral psychology program at Argosy University-Schaumburg; and (ii) the amount Plaintiff claims Ms. Armour would be entitled to pursuant to the closed school discharge regulation. *See* 34 C.F.R. § 685.214(b)(2). The reimbursement shall be payable by check or electronic funds transfer, pursuant to written instructions to be timely provided by undersigned counsel for Plaintiff to undersigned counsel for ED.

3. Plaintiff, including any successors or heirs, fully and finally releases ED and the Secretary, and its components, agents, employees, and former employees, either in their official or individual capacities, from any and all claims, demands, and causes of action of every kind, nature, or description, whether known or unknown, which Plaintiff may have had, may now have, or may hereafter discover arising out of or in connection with the denial of Mr. Armour's closed school discharge application.

4. This Settlement Agreement is not and shall not be construed as an admission of liability, wrongdoing, or unlawful conduct by ED or the Secretary, or as an admission of the validity of the allegations or claims made by Plaintiff in this litigation.

5. Each party will bear its/her/his own fees, costs, and expenses incurred in connection with this matter, including the preparation and performance of this Agreement. Plaintiff will not seek attorneys' fees or costs under the Equal Access to Justice Act, or any other provision of law, associated with the above-referenced matters or any other proceeding including but not limited to matters before ED.

6. Nothing in this Agreement waives or modifies federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to this Agreement, if any, and Plaintiff is executing this Agreement without reliance on any representation by Defendants as to the application of any such law. No IRS Form 1099 will be issued for the reimbursement payment described herein.

7. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. This Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.


8. Upon Defendants' disbursement of the Settlement Amount to Plaintiff, Defendants shall file a Stipulation of Dismissal, in the form attached as Exhibit "A."

9. This Agreement may be executed in counterparts as if executed by the Parties on the same document. A facsimile or other duplicate of a signature shall have the same effect as a manually executed original.



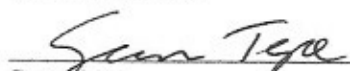
Laura Armour

4-7-2021
Date



Alexander S. Elson
Student Defense

4/7/2021
Date



Sean Tepe
Assistant U.S. Attorney

4/6/21
Date

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Defendants.

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STIPULATION AND ORDER OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the parties to this action hereby stipulate to dismiss this action with prejudice pursuant to the parties' settlement agreement executed in connection with this matter.

Dated: [ADD]

/s/
Alexander S. Elson, D.C. Bar #1602459
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