



AMERICAN
BANKRUPTCY
INSTITUTE

Caribbean Insolvency Symposium

Consumer Track

Student Loan Debt Solutions: What Attorneys Need to Know

Hon. Robert A. Mark, Moderator

U.S. Bankruptcy Court (S.D. Fla.) | Miami

Robert B. Branson

Branson Law, PLLC | Orlando, Fla.

Jessica E. Mendez Colberg

Bufete Emmanuelli, C.S.P. | Ponce, P.R.

Brandon S. Sherman

Saul Ewing LLP | Washington, D.C.

AMERICAN BANKRUPTCY INSTITUTE

*American Bankruptcy Institute
Caribbean Insolvency Symposium*

January 22 – 24, 2024

“Student Loan Debt Solutions: What Attorneys Need to Know”

Description: The panel will discuss different methods for addressing student loan debt including income-driven repayment plans, debt forgiveness programs, and the opportunity to seek government consent to a hardship discharge in section 523(a)(8) adversary proceedings.

Learning Objectives:

1. To provide “how-to” guidance to attorneys in helping clients understand their student loan repayment options and practical tips on helping clients enroll in income-driven repayment plans.
2. To educate consumer attorneys about the Attestation Form approved by the Department of Education and the Department of Justice enabling debtors to seek the government’s consent to a hardship discharge in section 523 (a)(8) adversary proceedings.
3. To provide consumer attorneys with comprehensive information on available government debt relief and debt forgiveness programs.

Date: Tuesday, January 23rd, 2024 – 12:00 – 1:15pm

Moderator:

Hon. Robert A. Mark – U.S. Bankruptcy Court (S.D. Fla.) – Miami, FL

Panelists:

Robert B. Branson – Branson Law, PLLC – Orlando, FL

Jessica Méndez-Colberg – Bufete Emmanuelli, CSP – Ponce, PR

Brandon S. Sherman – Saul Ewing, LLP – Washington, DC

Presentation Outline

- I. **Welcome**
 - a. Conference Title
 - b. Introducing Panelists
 - c. Learning Objectives
- II. **Introduction**
 - a. Statistics (in general)
 - i. Student Loan Debt Crisis
 - ii. Student Loan Discharge Guidance
- III. **Student Loans in General**
 - a. Types of Loans
 - b. Repayment Options – In and Out of Bankruptcy

- c. Extra
 - i. Managing Repayment in Puerto Rico – Challenges for Attorneys Practicing Student Loan Law.
 - ii. Student Loan Programs in place in Southern and Middle District of Florida
- IV. **Discharging Student Loans in Bankruptcy**
 - a. Undue Hardship Standards
 - i. Brunner
 - ii. Totality of Circumstances
 - b. DOJ-DE Guidance
 - i. Attestation Form Discussion and Procedures
 - ii. Details on how the program is working.
- V. **Debt Relief and Forgiveness Programs**
 - a. Discharge
 - i. Total and Permanent Disability Discharge
 - ii. Borrower Defense Discharge
 - iii. Closed School Discharge
 - iv. False Certification Discharge
 - v. Unpaid Refund Discharge
 - vi. Discharge Based on Death
 - b. Forgiveness
 - i. Public Service Loan Forgiveness (PSLF)
 - ii. Teacher Loan Forgiveness
 - iii. Income Driven Repayment Plans

STUDENT LOAN DEBT SOLUTIONS: WHAT ATTORNEYS NEED TO KNOW

MODERATOR: **HON. ROBERT A. MARK** – U.S. BANKRUPTCY COURT (S.D. FLA.)

PANELISTS:

ROBERT B. BRANSON – BRANSON LAW, PLLC – ORLANDO, FL
JESSICA MÉNDEZ-COLBERG – BUFETE EMMANUELLI, CSP – PONCE, PR
BRANDON S. SHERMAN – MAYNARD NEXSEN, PC – WASHINGTON, DC



OBJECTIVES

To provide “how-to” guidance to attorneys in helping clients understand their student loan repayment options and practical tips on helping clients enroll in income-driven repayment plans.

To educate consumer attorneys about the Attestation Form approved by the Department of Education and the Department of Justice enabling debtors to seek the government’s consent to a hardship discharge in section 523 (a)(8) adversary proceedings.

To provide consumer attorneys with comprehensive information on available government debt relief and debt forgiveness programs.

STUDENT LOAN CRISIS

45 million Americans owing more than \$1.7 trillion

92% are federal student loans

Second largest type of consumer debt behind mortgages



STUDENT LOANS IN GENERAL

Types of Loans

- Direct Subsidized and Unsubsidized Loans
- PLUS Loans
 - Graduate PLUS and Parent PLUS
- Direct Consolidation Loans
- Federal Family Education Loan (FFEL)
 - Stafford
 - Consolidation
- Perkins
- Private Loans



- **National Student Loan Data System – NSLDS**

Database – Department of Education

www.StudentAid.gov

TEMPORARILY SUSPEND PAYMENTS DEFERMENT VS. FORBEARANCE

- **Deferment**

- Cancer Treatment Deferment
- Economic Hardship Deferment
- Graduate Fellowship Deferment
- In-School Deferment
- Military and Post-Active-Duty Deferment
- Parent PLUS Borrower Deferment
- Rehabilitation Training Deferment
- Unemployment Deferment

- **Forbearance**

- **Discretionary Forbearance**
 - financial difficulties
 - medical expenses
 - change in employment
 - other reasons acceptable to servicer
- **Mandatory Forbearance**
 - AmeriCorps
 - Department of Defense Student Loan Repayment Program
 - Medical or Dental Internship or Residency
 - National Guard Duty
 - Student Loan Debt Burden

STUDENT LOAN REPAYMENT PLANS

- **Based on loan balance**

- Standard
- Graduated Repayment
- Extended Repayment

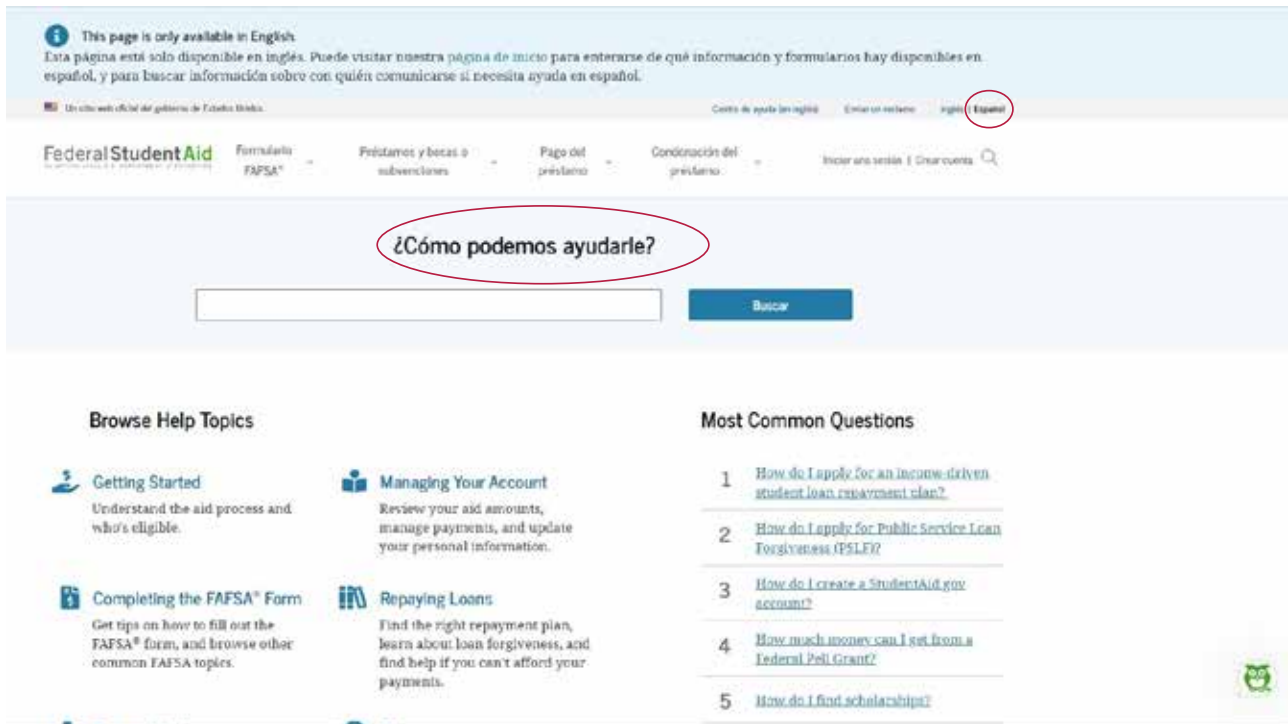
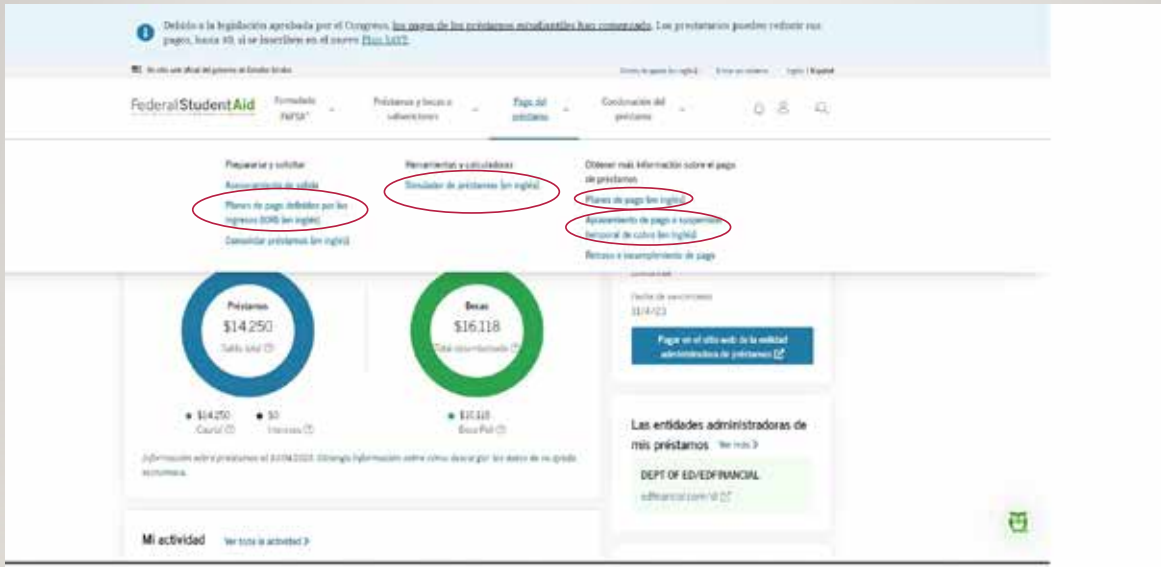
- **Based on debtor's income (*Income Driven Repayment Plans - IDR's*)**

- ★ Saving on Valuable Education (SAVE) **NEW**
Formerly - Revised Pay as You Earn Repayment Plan (REPAYE)
- ★ Pay As You Earn (PAYE)
- ★ Income-Based Repayment Plan (IBR)
- ★ Income Contingent Repayment Plan (ICR)
 - Income Sensitive Repayment Plan (ISR)

• = No forgiveness

★ = Provides forgiveness

LANGUAGE BARRIERS FOR STUDENT LOAN BORROWERS



Income-Driven Repayment (IDR) Plan Request

Save | Refresh | Exit

Contact Information | Loan Information | Personal Information | **Financial Information** | Repayment Plans | Review and Submit



Warning: We couldn't recover your financial information.

What Can I Do to Resolve This Issue?

There was an issue retrieving your data, and we're unable to provide payment calculations. You will have to upload documentation of income.

Previous | Continue

Income-Driven Repayment (IDR) Plan Request

Save | Refresh | Exit

Contact Information | Loan Information | Personal Information | **Financial Information** | Repayment Plans | Review and Submit

Provide Income Documentation

If you haven't filed a tax return in the past two (2) years, please contact us to update your information, or there's been a significant change in your income since you filed recent tax returns, you have two other options for completing your application:

1. Self-certify your income by working directly with your loan servicer(s). If you choose this option, you will need to exit this application and contact your servicer.
2. You can enter your own information into the application and, if needed, upload documentation of income or a self-certification document below. If you have a spouse without a StudentAid.gov account, you may have to provide documentation of income for them as well.

Upload Your Documentation

The following are more acceptable forms of documentation to provide proof of income changes. Files cannot be more than 90 days old at the time of submission, and you must provide at least one (1) of the files below:

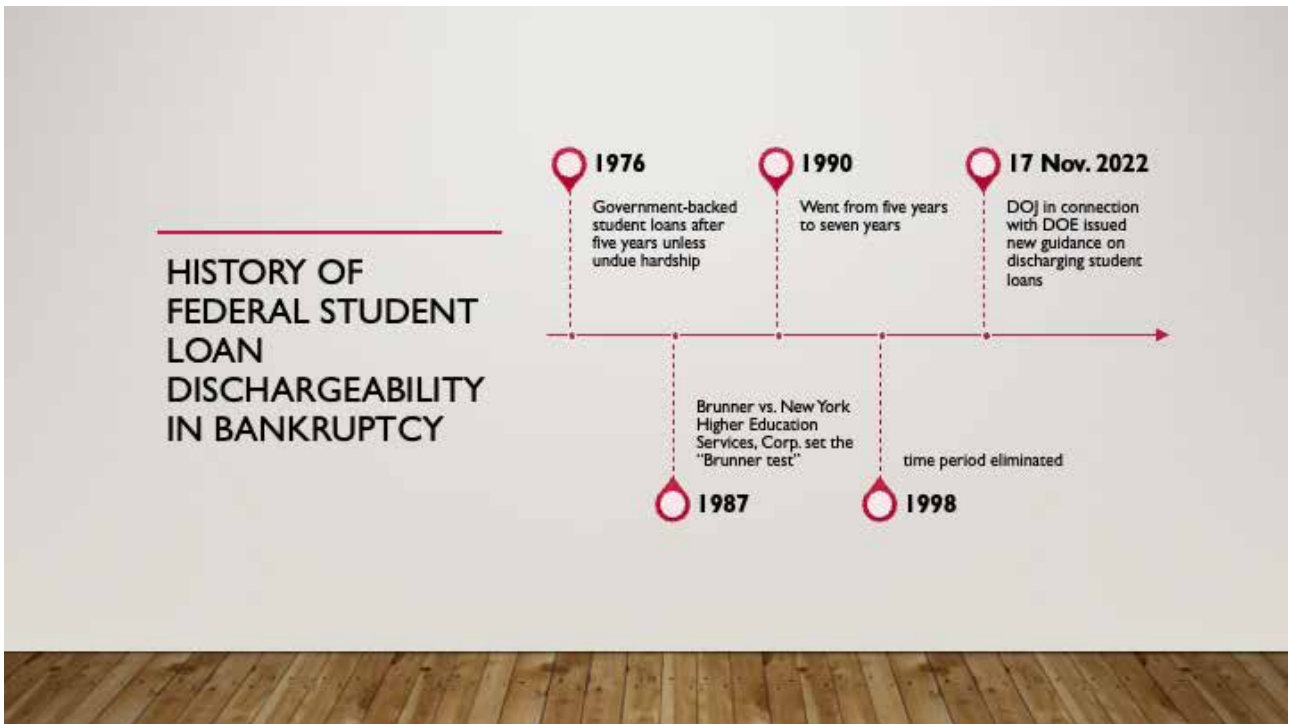
Requirements: Make sure that any document you upload does not have password protection. Uploading password-protected documents could potentially delay processing.

If you have a FTEI loan and have filed a tax return in the last five years showing taxable income, you may include a tax return as documentation of income.

- W2
- Paystub
- Employer letter certifying gross income
- Bank account, interest, or dividend statement
- A self-certified income document stating, "My current income is \$XXXX." Learn about submitting a self-certification document.

Upload File

Previous | Continue



Why is it important to deal with student loans in bankruptcy?

In a Chapter 13 bankruptcy, the Department of Education, its Guaranty Agencies and Student Loan Servicers place all student loans in **administrative forbearance**

This means no collection actions are taken but interest continues to accrue

Example: \$100,000 of student loans at 8% interest will grow to \$148,984.57 at the end of a 60-month Chapter 13 Plan.

The “fresh start” becomes a “false start”.

Student loan crisis mirrored Great Recession mortgage crisis

FLORIDA STUDENT LOAN MANAGEMENT PROGRAMS

10 Oct. 2019

Honorable Michael Williamson implemented Middle District of Florida program

2 Feb. 2022

Honorable Caryl Delano entered Middle District of Florida Administrative Order 2022-1 with input from the Department of Education

Judge Laurel Isicoff implements Southern District of Florida program

February 2021



The debtor presently lacks an ability to repay the loan



The Debtor's inability to pay the loan is likely to persist in the future



The Debtor has acted in good faith in the past in attempting to repay the loan

STUDENT LOAN DISCHARGE- THREE CONDITIONS

BRUNNER TEST

- *Brunner v. New York State Higher Educ. Servs. Corp.*, 831 F.2d 395 (2d Cir. 1987)
- Debtor is required to prove that:
 - the debtor cannot maintain, based on current income and expenses, a **minimal standard of living** for himself/herself and his/her dependents if forced to repay the loan;
 - additional circumstances exist indicating that **this state of affairs is likely to persist** for a significant portion of the repayment period of the student loan; and
 - the debtor has made **good faith efforts** to repay the loan.

TOTALITY OF CIRCUMSTANCES TEST

- The Totality of the Circumstances test looks to:
 - the debtors **past, present**, and reasonably reliable **future** financial resources;
 - a calculation of the debtor's and their dependents' reasonably necessary living expenses; and
 - **any other relevant facts or circumstances unique to the case**, that still prevent the debtor from paying the student loans in question while still maintaining a minimal standard of living, even when aided by a discharge of other prepetition debts.

NEW DOJ
PROCESS IS A
GAME
CHANGER!



THE LAW HASN'T CHANGED BUT THE WAY WE WORK WITH DOJ HAS.

- This Guidance is an internal Department of Justice policy directed at Department components and employees. Accordingly, it is not intended to and does not create any rights, substantive or procedural, enforceable at law by any party in any matter.



VIEW FROM OUR LOCAL AUSA ABOUT THIS NEW PROCESS

GOOD

EFFICIENT

INTENTION
TO HELP
FOLKS

NEW PROCESS TO DISCHARGE STUDENT LOANS IN BANKRUPTCY



Guidance for Department Attorney's Regarding Student Loan Bankruptcy Litigation



Will enhance consistency and equity.



Reduces debtor's burden by simplifying the process.



Advises the Department to stipulate facts towards demonstrating that the debt would impose an "undue hardship".

GUIDANCE DOCUMENTS



Guidance for Department Attorney's Regarding Student Loan Bankruptcy Litigation



Attestation Form (Appendix A)



Debtor Example Scenario (Appendix B)

SCOPE AND LIMITS OF THE GUIDANCE

- Process only for settlement.
- Not binding on the DOJ and DOE if case is to be litigated.
- Does not create enforceable rights or court authority.
- **Only** applies to the DOJ as holder or guarantor of loans. (Direct Loans, FFELP and Perkins).
 - Does not apply to Private Loans.
- Prospective application – Cases pending as of and filed after November 17, 2022.
 - Does not apply to Adversary Proceedings filed after Nov. 17, 2022, in re-opened case closed before Nov. 17, 2022.

PROCEDURES



PRE-FILING CONSIDERATIONS

National Student
Loan Data
System (NSLDS).

Gather debtor's
financial
information

NSLDS FILE

THIS EXAMPLE
WAS
29 PAGES LONG!

TEACHER

```
Student Enrollment Information
Student Enrollment Status Effective Date:12/29/2001
Student Total All Loans Outstanding Principal:$43,027
Student Total All Loans Outstanding Interest:$4,198
Student Pell Lifetime Eligibility Used:0.000%
Student Iraq and Afghanistan Service Lifetime Eligibility Used:
Student Total All Grants:$0
Total FFEL CONSOLIDATED Outstanding Principal:$43,027
Total FFEL CONSOLIDATED Outstanding Interest:$4,198
Total FFEL STAFFORD UNSUBSIDIZED Outstanding Principal:$0
Total FFEL STAFFORD UNSUBSIDIZED Outstanding Interest:$0
Total FFEL STAFFORD SUBSIDIZED Outstanding Principal:$0
Total FFEL STAFFORD SUBSIDIZED Outstanding Interest:$0
Total DIRECT CONSOLIDATED SUBSIDIZED Outstanding Principal:$0
Total DIRECT CONSOLIDATED SUBSIDIZED Outstanding Interest:$0
Total DIRECT CONSOLIDATED UNSUBSIDIZED Outstanding Principal:$0
Total DIRECT CONSOLIDATED UNSUBSIDIZED Outstanding Interest:$0
Loan Type:FFEL CONSOLIDATED
nan Award ID:
```

STRETTO CAN ANALYZE NSLDS



Analysis \$29.00



Attestation \$99.00

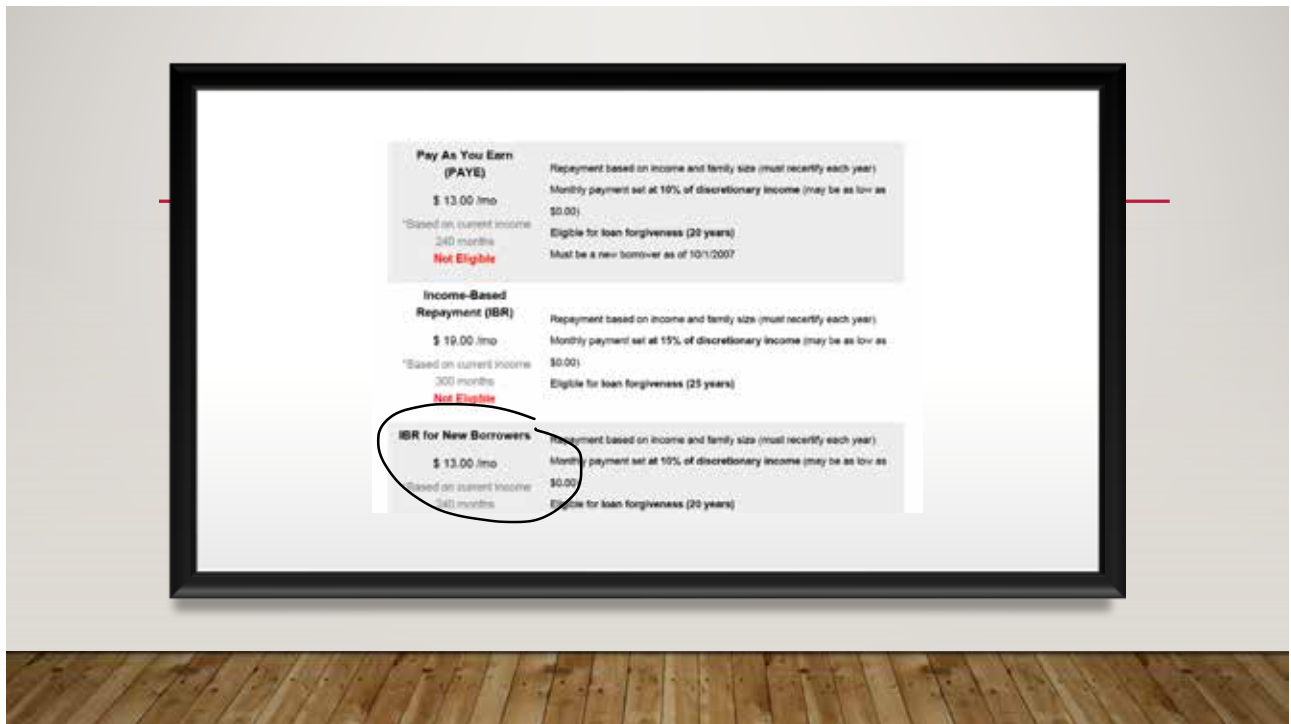
Current Status of Borrower's Loans:

Right now [REDACTED] has 18 Federal Student Loan(s) totaling \$ 134,299.00.

Loan Type(Loan Holder/Servicer)	Principal Balance	Interest	Interest Rate	Status
FFEL STAFFORD UNSUBSIDIZED (DEPT OF ED/GREAT LAKES)	\$ 7,395.00	\$ 1,569.00	6.8%	BANKRUPTCY CLAIM, ACTIVE
FFEL STAFFORD SUBSIDIZED (DEPT OF ED/GREAT LAKES)	\$ 4,697.00	\$ 997.00	6.8%	BANKRUPTCY CLAIM, ACTIVE
FFEL STAFFORD SUBSIDIZED (DEPT OF ED/GREAT LAKES)	\$ 4,697.00	\$ 997.00	6.8%	BANKRUPTCY CLAIM, ACTIVE
FFEL STAFFORD UNSUBSIDIZED (DEPT OF ED/GREAT LAKES)	\$ 7,550.00	\$ 1,603.00	6.8%	BANKRUPTCY CLAIM, ACTIVE
FFEL STAFFORD UNSUBSIDIZED	\$ 7,716.00	\$ 1,637.00	6.8%	BANKRUPTCY CLAIM, ACTIVE

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

Plan	Details
Standard \$ 1,547.00 /mo 120 months Not Eligible	Pay off full balance of loan - not eligible for loan forgiveness Fixed monthly payments Usually highest payment but pay least interest
Graduated \$ 885.00 /mo *First 2 years only 120 months Not Eligible	Pay off full balance of loan – not eligible for loan forgiveness Payment increases every 2 years Payment must cover accrued interest but will never be more than three times greater than any other payment
Extended Fixed \$ 898.00 /mo 300 months Not Eligible	Pay off full balance of loan – not eligible for loan forgiveness Fixed monthly payments Balance must be at least \$30,000



SCHEDULES I AND J

If filed less than 18 months prior to the adversary

If older than 18 months AUSA will rely on attestation form for current income and expenses

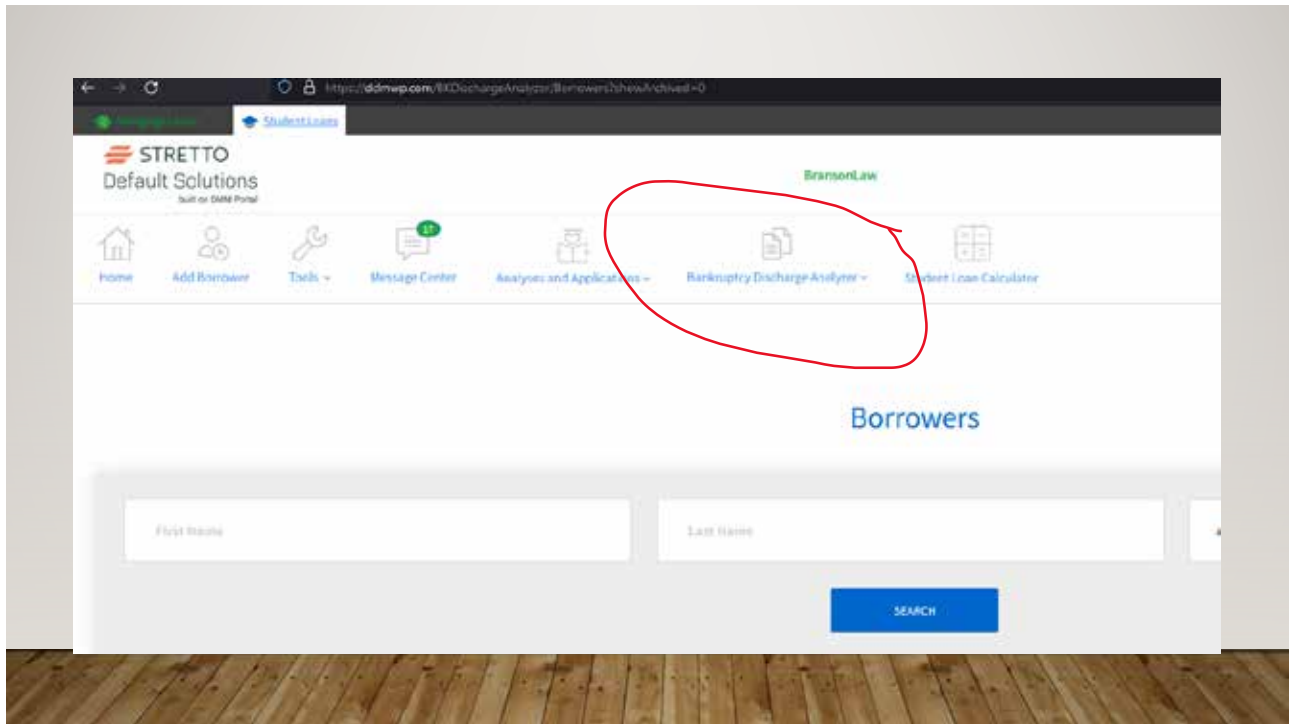
ATTESTATION FORM

 Debtor's current income and expenses to determine ability to pay

 17 pages long

 Stretto/BestCase has created software to do the math

 Just remember, garbage in is garbage out



SOME HELPFUL FACTORS BUT NOT REQUIRED

Age 65 or older

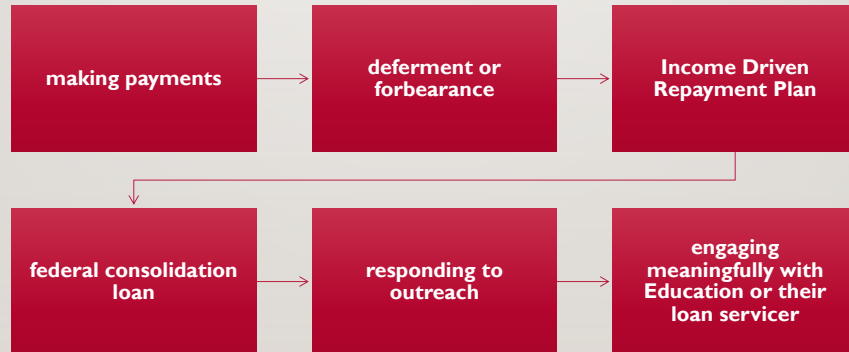
Disability or chronic injury impacting their income potential

Unemployed for at least five of the last ten years

Failed to obtain the degree for which the loan was procured

Been in repayment status other than 'in-school' for at least ten years

GOOD FAITH FACTORS



ADVERSARY PROCEEDING

- Adversary proceeding seeking discharge pursuant to 11 U.S.C. § 523(a)(8).
- Allege sufficient facts to support findings in debtor's favor under the applicable test (*Brunner* or *Totality of Circumstances*).
- Relief requested: declaratory judgment that the student loan debts are dischargeable, enforceable through a discharge injunction.
- Federal Rules of Bankruptcy Procedure 7001 – 7087 apply.

DOJ'S OWN
EXAMPLE

Jane Smith 30-year-old

Daughter 10-year-old

Household of 2

DETAILS

Filed bankruptcy in January
of 2022

Student loans were taken
out 2010

Didn't finish nursing degree

Student loan debt
\$26,369.00

Default since 2012

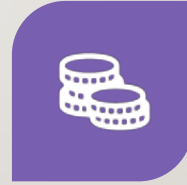
INCOME AND EXPENSES



\$3900 PER MONTH
GROSS



\$600.00 IN PAYROLL
WITHHOLDINGS



\$3182.00 IN
EXPENSES

OTHER FACTORS

- Lives in inadequate housing
- Mother's basement
- Expenses will increase by \$800 for adequate housing
- Tax return 2020, hasn't filed 2021 yet so that is all the AUSA can go by
- Return shows slightly less than reported by Jane
 - Thus, income reported on attestation appears to be accurate
- Tax refund \$3000 is not significant to be factored in

EXPENSES ABOVE IRS STANDARDS

Medical is higher at \$150.00 than IRS standard of \$75.00

Debtor explained daughter has asthma and requires an inhaler

Discharge Analysis

Present Inability to Pay.

Jane does not appear to have the present ability to pay their federal student loans:

Total Gross Monthly Income: \$ 3,900.00
Total Expenses: \$ 4,625.00
Standard Student Loan Payment: \$ 239.31

Important Notes:

1. "Total Expenses" assumes the AUSA will accept all Borrower reported expenses including those which may exceed IRS Standards. See Exhibit A for a detailed expense review.
2. The "Standard Student Loan Repayment" amount computed based on 10-year Standard Repayment Plan as of the date hereof.

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Expense	Borrower's Reported Amount	IRS Allowed Amount	Department Attorney Expected Allowed Amount*
Living Expenses			
Food	\$ 779.00	\$ 779.00	\$ 779.00
Housekeeping supplies	\$ 82.00	\$ 82.00	\$ 82.00
Apparel & Services	\$ 161.00	\$ 161.00	\$ 161.00
Personal care products and Services	\$ 82.00	\$ 82.00	\$ 82.00
Uninsured medical costs	\$ 150.00	\$ 150.00	\$ 150.00
Miscellaneous expenses	\$ 306.00	\$ 306.00	\$ 306.00
Total Living Expenses	\$ 1,560.00	\$ 1,560.00	\$ 1,560.00
Payroll Deduction			
Taxes, Medicare and Social Security	\$ 400.00	-	\$ 400.00
Contributions to retirement accounts	\$ 0.00	-	\$ 0.00
Union dues	\$ 0.00	-	\$ 0.00
Life insurance	\$ 0.00	-	\$ 0.00
Court-ordered alimony and child support	\$ 0.00	-	\$ 0.00
Health insurance	\$ 200.00	-	\$ 200.00
Other payroll deduction #1		-	

Expense	Borrower's Reported Amount	IRS Allowed Amount	Department Attorney Expected Allowed Amount*
Transportation Costs			
Vehicle payments	\$ 400.00	\$ 588.00	\$ 400.00
Monthly average costs of operating vehicles	\$ 350.00	\$ 307.00	\$ 307.00 - \$ 350.00
Public transportation costs	\$ 0.00	\$ 242.00	\$ 0.00
Total Transportation Costs	\$ 750.00	\$ 1,137.00	\$ 707.00 - \$ 750.00
Other Necessary Expenses			
Court-ordered alimony and child support payments (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Babysitting, day care, nursery and preschool costs	\$ 0.00	-	\$ 0.00
Health insurance (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Life insurance (if not deducted from	\$ 0.00	-	\$ 0.00

impact future ability to repay their student loans:

REBUTTABLE PRESUMPTION	Borrower over the age of 65	X
	Student loans in "repayment" status for at least 10 years	✓
	Borrower did not complete education for which student loan debt was incurred.	✓
	Permanent disability or chronic injury which renders Borrower unable to work (or limits work)	X
	Borrower unemployed for 5 out of last 10 years	X
ADDITIONAL FACTORS	Student loans incurred in pursuit of degree from an institution that is now closed	✓
	Borrower not currently employed	X
	Borrower currently employed but not in field for which borrower educated or received training	✓

Evidence of Good Faith OK

Jane appears to have demonstrated good faith with regard to their student loan repayment obligation.

Based on the criteria established by the DOJ, Jane has taken the following actions exhibiting good faith:

Making a payment	X
Applying for deferment or forbearance	✓
Applying for Income-Driven Repayment plan	✓
Applying for federal consolidation loan	✓
Outreach to a servicer or collector	✓
Engaging meaningfully with DCE or their loan servicers regarding payment options, forbearance, deferment, or loan consolidation	✓
Engaging meaningfully with a third-party borrower believed would assist them in managing student loan debt	✓
Other acts of good faith including efforts to obtain employment, maximize income or minimize expenses	✓

Important Notes:

Per DOJ Guidance, where the debtor has taken at least one of the foregoing steps, debtor (in the absence of countervailing circumstances) should be deemed to have exhibited good faith. However, it is recommended that debtor demonstrate as many of the foregoing steps as possible. For example, if debtor has not yet enrolled in an Income-Driven Repayment plan, debtor should consider doing so as soon as possible and make the corresponding payments to ensure that the DOJ finds "good faith"

ALLOWABLE EXPENSES \$4,582.00

• \$600 – Payroll deductions

• \$1560 – National Standards

• \$1472 - Local Standards (without additional future housing expense)

• \$150 – Other Necessary Expenses - babysitting

• \$800 – future expenses (additional housing expense)

GOOD FAITH MET

Forced to drop out of nursing school to care for her infant daughter

She cannot obtain employment as a nurse because she did not obtain her degree,

Her current job does not offer significant raises or promotions

She has been unable to obtain a second job and likely could not do so because her daughter suffers from asthma.

NO PAYMENTS MADE

- Ms. Smith's Attestation reflects that she has maximized income by obtaining full-time employment, minimized expenses, and has not willfully attempted to avoid repaying her loans.
- Ms. Smith reports that she has made no payments on her loans
- Here, Ms. Smith has offered an explanation for her failure to make payments (Line 26). She left school when her daughter was less than one year old. She had no support from the child's father and initially was unable to obtain part-time employment. Since that time, she has never obtained employment permitting her to pay her student loans.

NEVER ENROLLED IN IDR

- The servicer did not explain the process for enrolling and stated to Ms. Smith that she would pay a heavy tax burden if she completed a payment plan.
- Given the circumstances, as well as Ms. Smith's extremely limited income preventing any substantial payments under an IDR, nothing in the Attestation suggests she acted "willfully" by not enrolling in an IDR or was disinterested in repaying her loans.
- Rather, her lack of enrollment was reasonable in light of her confusion over the process as well as her concerns about tax consequences.

INCOME UNLIKELY TO SIGNIFICANTLY INCREASE

She states that she continually worked full-time after her daughter started school, and that she cannot work more hours due to the need to care for her daughter.

She also states she could not find higher paying work due to her lack of a degree. Line 26 presents information about minimization of expenses, including that Ms. Smith has lived with her mother for four years to reduce expenses.

ASSETS



- She has acquired a vehicle with a car payment, she explains the need for reliable transportation.
- The vehicle payment is within the Local Standards above. Obtaining the vehicle is not evidence of a refusal to minimize expenses
- Ms. Smith would therefore have to purchase a new vehicle if this asset were liquidated.
- Requiring Ms. Smith to pay down the student loan would still leave approximately \$20,000 due, and there is no showing that Ms. Smith would have the ability to satisfy this part of the student loan after liquidating the vehicle and paying \$5000. For these reasons, liquidation of the asset would be inappropriate.

RECOMMEND DISCHARGE

- Based on review of the Attestation, it is appropriate for the Department attorney to conclude that Ms. Smith is entitled to a discharge of her student loans.
- She does not have a current ability to pay her loans while maintaining a minimal standard of living; this inability is likely to persist into the future; and she has made good faith efforts to repay her loans. In addition, she does not have any assets that are reasonably available for liquidation
- The Department attorney should contact Ms. Smith's counsel and indicate the United States would be willing to enter into a stipulation that Ms. Smith has shown undue hardship under Section 523(a)(8) and recommend the Court grant her a judgment discharging her loans

GAME CHANGER



Department of Education now includes both direct and non-direct loans



Serve student loan servicer but don't list as defendant- SLMP Admin Order 2.2.22 has service addresses for the government



Serve summons timely



Send executed attestation form and all supporting documents you believe will be helpful

DOE LITIGATION REPORT

- Contains the record of the debtor's account history, loan details and educational history if available.
 - shows account history
 - payments made,
 - forbearance or deferments
 - repayment plans
 - events of default
 - rehabilitation of loans, etc.

PARTIAL DISCHARGES

Department attorneys may consider recommending partial discharge based upon a determination that the debtor has the ability to make some payments on the loan while maintaining a minimal standard of living, but an inability to make the full standard monthly repayment due.

A partial discharge should not result in a remaining (undischarged) balance larger than what a debtor's discretionary income (as determined under the Prong One analysis) permits them to pay off in monthly payments over the remaining loan term.

In practice, a full discharge is appropriate for debtors whose expenses are equal to or greater than their income where they meet the other elements of the analysis.

Partial discharge may also be available to a debtor who is able to liquidate assets to pay a portion of the debt but remains unable to pay the remainder while maintaining a minimal standard of living. See *In re Stevenson*, 463 B.R. 586, 598-99 (Bankr. D. Mass. 2011); *In re Clavell*, 611 B.R. 504, 531-32 (Bankr. S.D.N.Y. 2020).

DEBT RELIEF AND FORGIVENESS PROGRAMS

DEBT RELIEF AND FORGIVENESS PROGRAMS

STUDENT LOAN
DEBT RELIEF
DISCHARGE
PROGRAMS (NON
BANKRUPTCY)

- **Discharge (Non-Bankruptcy)**
 - Closed School Discharge
 - Perkins Loan Cancellation Discharge
 - Total and Permanent Disability Discharge
 - Discharge Due to Death
 - Borrower Defense to Repayment Discharge
 - False Certification Discharge
 - Unpaid Refund Discharge
 - Forgery Discharge
 - SAVE Program
 - Other discharge alternatives for Parent PLUS Loans

STUDENT LOAN
DEBT RELIEF
FORGIVENESS
PROGRAMS

- **Forgiveness**
 - Public Service Loan Forgiveness
 - Teachers Loan Forgiveness

REGGULAORY IMPACT

U.S. DEPARTMENT OF EDUCATION

- Authority to provide relief
- Current policy agenda
- Impact on borrowers

BORROWER DEFENSE TO REPAYMENT

- 2022 Borrower Defense to Repayment Regulations & Closed School Discharge
 - Expands the type of claims that serve as a basis for a defense to repayment to include:
 - Substantial misrepresentation, substantial omission of fact, breach of contract, aggressive and deceptive recruitment, or judgments or final secretarial actions.
 - Provides an automatic discharge one year after a college's closure date for borrowers who were enrolled at the time of closure or left 180 days before and does not accept or complete a teach-out.
 - Status of *Career Colleges and Schools of Texas v. U.S. Department of Education*
 - Status of current BDR claims



STUDENT LOAN DEBT RELIEF RULEMAKING

- Negotiated Rulemaking was held during the fall of 2023
- The Committee reached a consensus on the draft regulatory language
 - Permits the Department of forgive loans if individual are eligible for forgiveness through an income-driven plan, but the borrower is not enrolled in the plan
 - Forgiveness based upon a Secretarial action
 - For example, institution or program had their Title IV eligibility terminated
 - Provide one-time relief 20 years after entering repayment for borrowers with only undergraduate loans

SWEET V. CARDONA

- History
- Challenges
- Settlement terms
- Relief granted to borrowers

CONGRESSIONAL OVERSIGHT

- Chairwomen Foxx: “We certainly want to hold them accountable for how they, again, are spending hard working taxpayers’ dollars.”
- Relevant hearings
- Congressional Review Act

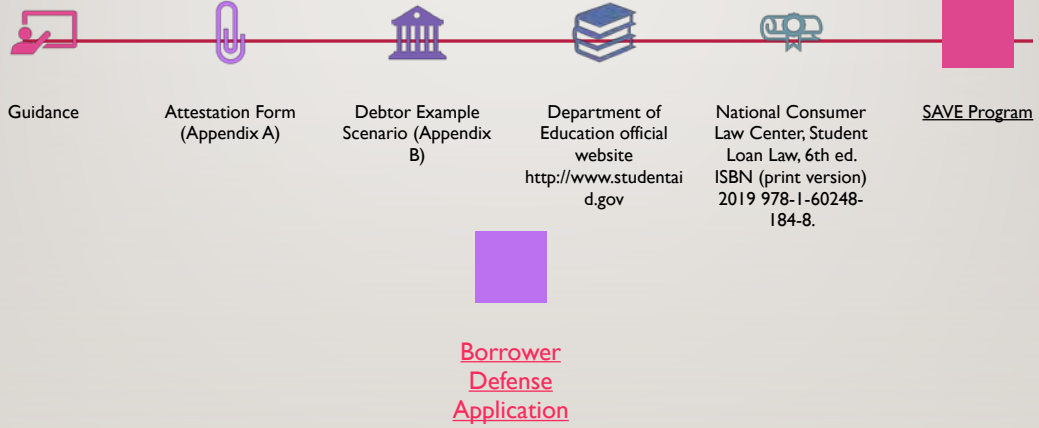
POLICY ALTERNATIVES

- The College Cost and Reduction Act
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POTENTIAL IMPACT

- Potential impact on borrowers:
 - A change in administration?
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ABI CARIBBEAN SYMPOSIUM - STUDENT LOAN PANEL

Index of Supplemental Materials

1. Southern District of Florida Student Loan Program Procedures.
2. Guidance for Department of Justice Attorneys Regarding Student Loan Bankruptcy Litigation.
3. Sample Attestation in Support of Request for Stipulation Conceding Dischargeability of Student Loans.
4. Information and Guidance to Assist Attorneys in Preparing DOJ Attestation
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7. Overview of Income-Driven Repayment Plans.

**United States Bankruptcy Court
Southern District of Florida**

www.flsb.uscourts.gov

STUDENT LOAN PROGRAM PROCEDURES

Effective May 3, 2021, as provided under [Administrative Order 2021-02](#)

I. PURPOSE

These procedures and forms implement the Student Loan Program (“SLP”) established under [Administrative Order 2021-02](#). This Program is designed to function as a forum to provide individual debtors with the tools necessary to explore feasible repayment options with their student loan lenders and other interested parties under the administrative oversight of the United States Bankruptcy Court for the Southern District of Florida.

II. DEFINITIONS

A. Federal Student Loans

- 1.** Definitions: Descriptions of various Federal Student Loan programs and terms applicable to those programs are contained in this section or in Appendix A to these Procedures.
- 2.** Direct Loan Program: This refers to the William D. Ford Direct Loan Program. Under the Direct Loan Program, the United States Department of Education (“ED”) makes loans directly from the federal treasury to student and parent borrowers. ED is the lender.
- 3.** Consolidation: This is the process of consolidating one or more federal educational loans into one new loan. This also includes consolidating a

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previously consolidated FFELP Loan, as defined below in paragraph 6, into a new consolidated Direct Loan. Federal Student Loans may be consolidated prior to the chapter 13 petition date or any time during the pendency of the chapter 13 case.

4. Federal Student Loan: This term refers to loans to a debtor that were made pursuant to the Perkins Loan Program, FFELP or the Direct Loan Program under the Higher Education Act of 1965.
5. Federal Student Loan Holder, also referred to as the Title IV Loan Holder: This is the entity or organization that owns the current legal title to a Direct Loan, FFELP Loan, or Perkins Loan. FFELP Lenders, FFELP Guaranty Agencies, higher education institutions, and ED each may be a holder of a Title IV Loan. A servicer, however, is not a loan holder. If a borrower/debtor does not know who holds his or her federally-backed student loan(s), the borrower can access the information on the NSLDS website described in Paragraph 9 below.
6. FFELP: This refers to the Federal Family Educational Loan Program. Under the FFELP, eligible lenders made guaranteed loans to students or parents to help finance student education. The loans are guaranteed by guaranty agencies (state agencies or private non-profit corporations), which are ultimately reinsured by ED. Effective July 1, 2010, Congress eliminated the FFELP under the Health Care and Education Reconciliation Act of 2010. However, many FFELP loans are still outstanding.
7. Guarantor: Sometimes called a Guaranty Agency, in the Federal Student Loan

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context, the term Guarantor refers to a state agency, or a private, non-profit organization, that is in a Program Agreement with ED, which helps ED administer FFELP programs and holds FFELP loans.

- 8.** Income-Driven Repayment Plan: This refers to certain plans offered by ED (“IDR plans”). Information about IDR plans, including a repayment estimator, can be found at <https://studentaid.ed.gov/sa/repayloans/understand/plans/income-driven>.
 - 9.** NSLDS: This refers to the National Student Loan Data System, which is the central database for all Federal Student Loans administered by ED, available at <https://studentaid.gov/fsa-id/sign-in/landing> or <https://nsls.ed.gov/npas/index.htm>.” These sites allow a borrower/debtor to access information about his or her federal loans, including the amounts, loan status and the current and previous Title IV loan holder(s), Guarantors and Servicers.
 - 10.** Recertification: This is the process in which a borrower submits his or her certified annual income to ED and, if applicable, its Servicer in order to calculate the applicable IDR payment for the next 12-month payment period.
 - 11.** Servicer: A company that collects payments, responds to customer service inquiries and performs other administrative tasks associated with maintaining a federal student loan on behalf of a lender, including ED.
- B.** Private Student Loans: These are loans provided by lenders such as banks or credit unions. The terms of the educational loans are set by the lenders that underwrite

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the loans. Interest rates vary and some loans have variable interest rates. Repayment terms may also vary.

C. Private Student Loan Lender: A private lender may be a bank, credit union, or online lender.

D. SLP Portal and Documentation Preparation Software:

This is a secure online portal (“SLP Portal”) and an on-line program that facilitates the preparation of the debtor’s student loan package (“Document Preparation Software”) otherwise known as (“Student Loanify”) for all student loan lenders and federal student loan holders.

III. DEBTORS ELIGIBLE TO PARTICIPATE

Subject to the implementation provisions in Administrative Order 2021-02, individuals in cases pending under chapter 13 or cases converted to chapter 13 are eligible to participate in SLP. Debtors who seek to participate in SLP must have paid their bankruptcy filing fee in full prior to seeking to participate in SLP and paid any other fees ordered by the Court.

A. Attorney represented debtor:

Any time after the commencement of, or conversion to, a bankruptcy case under chapter 13, a debtor may file the Local Form “Attorney-Represented Debtor’s Notice of Participation in Student Loan Program” (“Notice of Participation”).

B. Self-represented debtor:

A debtor seeking to participate in SLP, who is not represented by an attorney, must file the Local Form “Self-Represented Debtor’s Verified Motion for Referral to SLP” (“Pro Se Motion”), which the court will set for hearing. If the debtor does not have

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access to a computer, the debtor must request permission in the Pro Se Motion to exchange documents with the lender by U.S. Mail. If the Pro Se Motion is granted, the court will enter its Local Form “Order Granting Self-Represented Debtor’s Verified Motion for Referral to Student Loan Program.”

- C. A response to the debtor’s Pro Se Motion must be filed within 30 days from the date of service of the motion upon the lender.

IV. SERVICE

For documents or notices for which service or notification outside the SLP Portal is required, including but not limited to, the Notice of Participation, such service or notice shall be pursuant to Fed. R. Bankr. P. 7004.

- A. For Private Student Loans, the debtor shall serve a copy of the Notice of Participation upon the Private Student Loan Lender at the address listed on the Proof of Claim or upon an officer at the address of the entities’ headquarters.
- B. For Federal Student Loans not held by ED, the debtor shall serve a copy of the Notice of Participation by first class mail upon (i) the Federal Student Loan Holder to the attention of a named officer at the address of the entity’s headquarters, and, if a proof of claim has been filed by a Federal Student Loan Holder or Servicer, at the address listed on the proof of claim, and (ii) on the Guarantor to the attention of a named officer at the address of the entity’s headquarters.
- C. For Federal Student Loans held by ED, the debtor shall serve a copy of the Notice of Participation upon ED in the following manner:
 - 1. By first-class mail to:

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- a. [Name], United States Attorney for the Southern District of Florida
99 N.E. 4th St.
Miami, Florida 33131
Attn: Civil Division - Bankruptcy
- b. [Name] Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530-001
- c. Office of the General Counsel
U.S. Department of Education
Attn: Deputy General Counsel for Postsecondary Education
Lyndon Baines Johnson (LBJ) Department of Education Building
400 Maryland Ave., SW
Washington, DC 20202

AND

2. By email to:

FSABankruptcy@ed.gov

With subject line "Bankruptcy SLP Program SD FL" to assist in processing.

V. GENERAL SLP PROCEDURES

- A. SLP shall not extend beyond the term of the plan in a chapter 13 case and will terminate if the case is converted to another chapter, dismissed, or the debtor has been discharged.
- B. A debtor may seek enrollment in SLP at any time without disqualification due to the pending bankruptcy, even if the debtor had entered into a prior governmental repayment plan or an agreement with a Private Student Loan Lender. Any objection to SLP must be filed and noticed for hearing.
- C. Program Options:
 1. Federal Student Loans:

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- a. Except as provided in subsection (b) of this paragraph, debtors shall utilize the SLP Portal and Documentation Preparation Software (Student Loanify) as described in Paragraph II.D.
- b. **A debtor with a Federal Loan has the option to apply directly to the U.S. Department of Education, either through their servicer or via the U.S. Department of Education’s website at www.studentaid.gov, for free, to determine Student Loan Resolution Options and/or repayment options.**

2. Private Student Loans:

Debtors shall utilize the SLP Portal and Documentation Preparation Software (Student Loanify) as described in Paragraph D below.

D. SLP Portal and Documentation Preparation Software Procedures:

1. Generally:

- a. To expedite the exchange of information between the debtor and student loan lenders, the parties must use the SLP Portal and the Document Preparation Software (Student Loanify). **However, as provided in paragraph C.1.b. above, a Debtor with a Federal Loan has the option to apply directly to the U.S. Department of Education, either through their servicer or via the U.S. Department of Education’s website at www.studentaid.gov, for free, to determine Student Loan Resolution Options and/or repayment options.**
- b. Submitting documents to the SLP Portal provides transparency in the

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SLP process by making information immediately available to the parties through a secure internet site. The use of the Document Preparation Software (Student Loanify) further ensures that the initial submission to the private lender is complete and accurate and should expedite the lender's review.

- c. The use of the SLP Portal and Document Preparation Software (Student Loanify) eliminates the need for multiple submissions of documents and unnecessary delays based upon incomplete documentation.
- d. The current SLP Portal provider approved by the Court is managed and maintained by Default Mitigation Management LLC ("DMM"). Free training on the use of the SLP Portal shall be available to all parties. The Court's web page on SLP also includes Portal contact information for the portal vendor and information on the Document Preparation Software (Student Loanify).
- e. If other providers are approved by the Court, those providers will be listed on the Court's website.

2. Debtor Requirements:

- a. Within seven days after filing the Notice of Participation, the debtor shall upload and submit through the SLP Portal, debtors' initial package, together with any additional forms or documents which lender may post on the SLP Portal, and pay a nonrefundable SLP Portal submission fee in the amount of \$60.00 and a Student Loanify fee of \$60.00.

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- b. If the Court enters an Order excusing the debtor from using the SLP Portal, then within seven days after entry of the Order, the debtor shall mail or fax to the lender and the mediator the Debtor's Prepared Package, with any additional forms or documents that the lender has, in writing, advised the debtor are required.
 - c. **As provided in paragraph C.1.b. above, a debtor with a Federal Loan has the option to apply directly to the U.S. Department of Education, either through their servicer or via the U.S. Department of Education's website at www.studentaid.gov, for free, to determine Student Loan Resolution Options and/or repayment options.**
3. Lender Requirements:
- a. Within seven days after entry of the Notice of Participation or after all motions for reconsideration have been heard and determined, the lender, if not already registered, shall register on the SLP Portal. Lender's legal counsel, if any, must also be registered. Registration on the SLP Portal is a one-time event. Once registered, the lender will not be required to register in each case.
 - b. Within seven days after the debtor opens the SLP Portal, the lender shall (i) acknowledge receipt of the information provided and advise the debtor of any additional or missing information required for the lender to proceed with its review; and (ii) designate its single point of contact and outside legal counsel, if any.

VI. AUTOMATIC STAY

- A.** The automatic stay under 11 U.S.C. § 362(a) is modified, as necessary, to facilitate SLP and to encourage the parties to explore student loan repayment options even after an agreement is reached or as payment amounts change.
- B.** The debtor acknowledges and affirms that by participating in SLP, it shall not be a violation of the automatic stay or of any other state or federal law for the Private Student Loan Lender, Federal Student Loan Holder, Servicer, or Guarantor to send the debtor normal monthly statements regarding payments due and any other communications, including, without limitation, notices of late payments or delinquency. These communications may expressly include telephone calls and emails if the debtor has agreed to electronic communications under normal processes established by the Private Student Loan Lender, Federal Student Loan Holder, Servicer, or Guarantor.
- C.** Notwithstanding the foregoing, if a debtor alleges that a Private Student Loan Lender, Federal Student Loan Holder, Servicer, or Guarantor has violated the automatic stay during the SLP period, the debtor shall serve notice of the allegation in the manner described in Section IV above, before filing any motion in the case, to provide the Private Student Loan Lender, Federal Student Loan Holder, Servicer, or Guarantor an opportunity to respond. The Private Student Loan lender, Federal Student Loan Holder, Servicer, or Guarantor shall have 21 days to respond before the debtor seeks relief from the court.

VII. NO DELAY

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Participation in SLP does not relieve the parties from complying with any other court orders or applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, Administrative Orders, or Local Rules.

VIII. UNDUE HARDSHIP DISCHARGE

Participation in SLP will not discharge any educational loan described in 11 U.S.C. § 23(a)(8). A debtor seeking an undue hardship discharge under § 523(a)(8) must file an adversary complaint as required by Rule 7001(6), Fed. R. Bank. P. and serve it in accordance with Fed. R. Bankr. P. 7004.

IX. SLP PROGRAMS

A. Federal Student Loans:

1. The debtor may rehabilitate or consolidate student loans, if necessary, in order to participate in an IDR plan. Any rehabilitation or consolidation must be done only as permitted under statutory and/or Regulatory Guidelines promulgated by the Department of Education. *See* 20 U.S.C. § 1078-6(a)(1); 34 C.F.R. § 685.211(f) (Rehabilitation); 20 U.S.C. § 1087(e)(g); 34 C.F.R. § 685.220 (Consolidation); and 34 C.F.R. § 682.405 (FFELP Loan Rehabilitation).
2. The debtor may only use applicable ED programs and may not request a mediation conference. **Mediation is available only for Private Student Loans.**
3. ED offers standard, extended, and graduated repayment plans for repayment of student debt on an amortized basis.
 - a. The information, available at <https://studentaid.ed.gov/sa/>, describes

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provision contained within the Local Chapter 13 Plan Form. **The monthly IDR payment which is included in the Notice of IDR Plan shall not be included in the chapter 13 plan.**

7. If the debtor enters into an IDR plan post-petition, but after the filing of a prior proposed chapter 13 plan, the debtor shall file an amended plan that conforms to the requirements in sub-paragraph A.6 above.
8. If a previously filed chapter 13 plan was confirmed, and the debtor enters into an IDR plan after confirmation, the debtor shall promptly file and set for hearing a motion to modify the chapter 13 plan, along with a proposed modified plan that conforms to the requirements in sub-paragraph A.6 above.
9. Subject to the resolution of any objection to claim, a timely proof of claim filed by or on behalf of the Federal Student Loan Holder shall be allowed; however, the Federal Student Loan Holder shall not receive any distributions from the chapter 13 trustee under any confirmed chapter 13 plan that includes an IDR plan.
10. If a Federal Student Loan Holder received pro-rata distributions of funds paid to general unsecured creditors under a confirmed chapter 13 plan prior to the debtor entering into an IDR under a proposed modified chapter 13 plan, the Federal Student Loan Holder shall not be entitled to any future distributions from the chapter 13 trustee under the modified plan. The chapter 13 trustee shall not be required to recoup any funds distributed to

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the Federal Student Loan Holder under the confirmed chapter 13 plan and before entry of the order confirming the modified plan.

- 11.** The debtor shall also separately classify the Federal Student Loan payment and the IDR in the chapter 13 plan under the following procedures.
 - a.** The debtor shall file the Local Form “Debtor’s Motion to Separately Classify Federal Student Loan and Income-Driven Repayment Plan” (“Motion to Separately Classify”), and serve the Motion to Separately Classify upon all parties in interest, including any party that filed a proof of claim, the Federal Student Loan Holder, and the Guarantor. The Motion to Separately Classify may be served under the negative notice procedures in Local Rule 9013-1(D). The debtor must attach as an exhibit the Local Form “Order Granting Debtor’s Motion to Separately Classify Federal Student Loan and Income-Driven Repayment Plan” and must file a Certificate of Service.
 - b.** The Federal Student Loan Holder, and any other party in interest, shall have 21 days from the date of service of the Motion to Separately Classify to file an objection.
 - c.** Any party properly served with the motion who fails to file a timely objection shall be deemed to have consented to the entry of the Order Granting Debtor’s Motion to Separately Classify Federal Student Loan and Income-Driven Repayment Plan, and except as provided in subsection g. of this paragraph, shall be deemed to have waived any

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objection to confirmation based upon alleged unfair discrimination.

- d. Within 7 days after the expiration of the 21-day response deadlines, if no objections were filed, the debtor shall submit the Local Form “Order Granting Debtor’s Motion to Separately Classify Federal Student Loan and Income-Driven Repayment Plan.”
 - e. If any party, including the Federal Student Loan Holder, files a timely objection to the Motion to Separately Classify, the Court will schedule a hearing in accordance with the procedures set forth in Local Rule 9073-1.
 - f. The debtor may not separately classify student loans that unfairly discriminate against any creditors pursuant to 11 U.S.C. § 1322(a)(3).
 - g. Failure to object to the Motion to Separately Classify will not constitute a waiver of the right of the chapter 13 trustee or any interested party to object to confirmation of an amended plan based upon alleged unfair discrimination if the debtor files an amended plan after the Court grants the Motion to Separately Classify.
- 12. Recertification and Notice of Payment Change**
- a. The IDR monthly payment amount is adjusted annually based upon the debtor’s certified annual income. If annual income, family size, or poverty guideline amounts change, the monthly IDR plan payment will change accordingly.
 - b. No later than the end of the annual payment period of the IDR plan,

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the debtor shall recertify the debtor's family size and income online at www.studentloans.gov. The information provided by the debtor shall be in compliance with any notification sent to the debtor by ED (or its Servicer).

- c. The debtor's annual recertification obligation shall continue until such time as ED establishes the automatic certification of income for IDR borrowers as allowed under Section 3 of the Fostering Undergraduate Talent by Unlocking Resources for Education Act ("FUTURE Act") PL 116-91, December 19, 2019, 133 Stat 1189. ED will notify the debtor when annual recertification is no longer required.
- d. **Failure to timely recertify income until ED no longer requires recertification may result in a substantial increase in student loan payments.**
- e. The debtor shall file the Local Form "Debtor's Verified Certification of Payment and Recertification of Income" until recertification is no longer required.
- f. If the IDR payment changes after recertification or after receipt of the ED annual certification, then, no later than 14 days after receiving notice of the payment change, the debtor must file the Local Form "Notice of Income-Driven Repayment Plan Change."

B. Private Student Loans:

- 1. Private Student Loans are not subject to the rules governing Federal Student

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Loans and are subject to statute of limitations and other legal defenses.

2. These SLP Procedures provide for mediation between a debtor and a Private Student Loan Lender (the “lender”) to facilitate a settlement regarding payment terms or to explore other available options.
3. All written communications between the parties regarding the mediation must be sent through the SLP Portal only unless otherwise ordered by the Court.
4. Any litigated matters incidental to mediation shall be considered as separate matters and not subject to the portal communications requirement. For example, a motion to compel mediation or motions related to discovery must be filed in the main bankruptcy case, not through the portal. Additionally, any complaint seeking a hardship discharge under 11 U.S.C. §523(a)(8) must be filed as an adversary complaint and served pursuant to Fed.R.Bankr.P. 7004.
5. Selection of Mediator: The parties shall confer and select a mediator within 14 days of the Notice of Participation (“Mediator Selection Period”).
 - a. If the parties agree upon the selection of a mediator during the Mediator Selection Period, the debtor shall file the Local Form “Debtor’s Notice of Selection of Private Student Loan Mediator” (Check Box 1 and insert mediator name and contact information), serve a copy of the Notice on all required parties, and file a Certificate of Service pursuant to Local Rule 2002-1(F).
 - b. If the lender fails to communicate with the debtor during the

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Mediator Selection Period, the debtor shall, within seven days, independently select a mediator and file the Local Form “Debtor’s Notice of Selection of Private Student Loan Mediator” (Check Box 2 and insert mediator name and contact information), serve a copy of the Notice on all required parties, and file a Certificate of Service pursuant to Local Rule 2002-1(F). In this instance, it shall be deemed that the lender has waived the right to challenge debtor’s selection of a mediator.

- c. If the parties attempt to reach an agreement on the selection of a mediator but fail to do so during the Mediator Selection Period, the debtor shall file the Local Form “Debtor’s Notice of Selection of Private Student Loan Mediator” (Check box 3 indicating the impasse), serve a copy of the Notice on all required parties, and file a Certificate of Service pursuant to Local Rule 2002-1(F). Without the necessity of a hearing, the clerk shall then randomly select a mediator from the Clerk’s Register of Mediators who is registered as a mediator qualified under Section X.D. of these Procedures. The clerk shall serve notice of the mediator selection on the required parties using the Local Form “Notice of Clerk’s Designation of Private Student Loan Mediator.” Local Rule 9019-2(B) shall apply to any challenge to the clerk’s designation of mediator.

6. SLP Mediation Conference:

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- a. The designated mediator shall, within seven days of designation, or within seven days after the debtor has complied with requirements in section above, log onto the SLP Portal to facilitate the exchange of information and documentation between the debtor and the lender in an effort to perfect the documentation needed for the lender to complete its analysis of the debtor's SLP modification options.
- b. If the debtor has been excused from using the SLP Portal, the mediator shall contact the debtor by phone or mail and contact the lender in whatever manner the lender and mediator agree to communicate.
- c. The mediator shall schedule the initial SLP conference no later than seven days after the mediator determines that the lender has received and reviewed all the required information through the SLP Portal, or from the debtor if use of the SLP Portal has been excused.
- d. In the event the mediator cannot determine that the lender has received and reviewed all the required information, the mediator shall schedule the initial SLP conference within 90 days of entry of the Order.
- e. The mediator shall report the scheduling of any SLP conference on the SLP Portal.
- f. All parties are required to attend the SLP conference and must be authorized to settle all matters requested in the motion.
- g. All parties, including the mediator, may participate in the SLP

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conference by telephone.

- h.** The debtor must provide a foreign language interpreter, if necessary, at the debtor's own expense.
- i.** All communication and information exchanged during the SLP conference shall remain confidential and shall be inadmissible in any subsequent proceeding pursuant to Federal Rule of Evidence 408 and Chapter 44 of the Florida Statutes.

7. SLP Mediation Procedure:

- a.** The initial SLP conference shall not exceed one hour. In the event the parties are unable to reach an agreement and require a second SLP conference, the mediator shall schedule a final SLP conference, not later than 30 days thereafter.
- b.** The second SLP conference shall not exceed one hour. Notwithstanding, the mediator may continue the SLP conference, if necessary, beyond the two, one-hour conferences upon written agreement of the parties.

8. Procedures After Mediation:

- a.** If the parties reach an agreement or, if no agreement has been reached, the mediator shall report the results of the SLP on the SLP Portal not later than seven days after the conclusion of the final SLP conference. The mediator shall also complete and file the SLP Local Form "Final Report of Private Student Loan Mediator" ("Final Report")

with the Court, either electronically or by conventional filing, not later than two business days following entry of the “Final Report” data on the SLP Portal.

- b.** If the debtor and the lender have reached a resolution through the SLP conference, then within 14 days of the filing of the Final Report, the debtor shall file the Local Form “Debtor’s Ex-Parte Motion to Approve Mediation Agreement with Private Student Loan Lender” and attach as an exhibit the Local Form “Order Granting Debtor’s Ex Parte Motion to Approve Mediation Agreement with Private Student Loan Lender.” The debtor shall serve the ex-parte motion and proposed Order on all required parties and file a certificate of service pursuant to Local Rule 2002-1(F). The debtor shall also submit to the Court the Local Form “Order Granting Debtor’s Ex Parte Motion to Approve Mediation Agreement with Private Student Loan Lender”.
- c.** If an agreement has been reached, the debtor shall file an amended plan, or a motion to modify a previously confirmed plan within 14 days of entry of the Order Granting Motion to Approve SLP Agreement with Lender. The debtor shall pay the Private Student Lender through the plan and shall separately classify the agreed upon SLP payments to the Private Student Lender. The debtor shall file the Local Form “Debtor’s Motion to Separately Classify Private Student Loan” and attach as an exhibit the Local Form “Order Granting

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Debtor's Motion to Separately Classify Private Student Loan."

- d.** With the exception of certain service requirements applicable only to Federal Student Loans, the procedures in paragraph 11 of Section IX.A. above shall apply to the Motion to Separately Classify. If no timely objections are filed as set forth in those procedures, the debtor shall submit to the Court the Local Form "Order Granting Debtor's Motion to Separately Classify Private Student Loan."
- e.** The Private Student Lender will receive the agreed upon SLP payments, as separately classified, but will not receive a *pro rata* distribution of payments provided for unsecured creditors under the plan.
- f.** If the lender and debtor fail to reach an agreement, then no later than 14 days after the mediator's Final Report has been filed, the debtor shall amend the plan or file a motion to modify the previously confirmed plan without limiting the debtor's right to object to the lender's proof of claim ("POC"). Confirmation of the amended or modified plan will be without prejudice to the assertion of any rights the lender has to address payment of its POC.
- g.** Unless the debtor's amended or modified plan includes separate classification of the Private Student Loan, the debtor shall remove the separately classified payments to the Private Student Loan Lender in the amended or modified plan.

- h.** If the amended or modified plan does not separately classify the Private Student Loan, the following provisions shall apply:
 - i.** The lender will receive a pro rata distribution of payments provided to general unsecured creditors under the amended or modified plan commencing the month following the date of the order confirming the amended or modified plan.
 - ii.** The lender shall not be entitled to any share of the distribution paid to general unsecured creditors under a confirmed plan prior to the date of an order confirming a modified plan.
 - iii.** The chapter 13 trustee shall not be required to recoup any funds distributed to any creditors under a prior confirmed plan before entry of an order confirming the modified plan.

X. MEDIATOR

- A.** A mediator shall only be designated for Private Loans.
- B.** A mediator is not an interested party in the case and, therefore, shall not be included on the Service Matrix.
- C.** All communication with the mediator shall be deemed confidential unless otherwise agreed.
- D.** Qualifications:
 - 1.** To qualify as a mediator, an individual must be either (i) an active member of The Florida Bar, who is qualified to practice in this Court, and who has at least five years of experience representing debtors or creditors in chapter 13

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cases; or (ii) a retired bankruptcy judge;

- 2.** To qualify as a mediator, an attorney, but not a retired judge, must have completed a minimum of 40 hours in a circuit court mediation training program certified by the Florida Supreme Court within the past 10 years or be currently certified by the Florida Supreme Court as a circuit civil mediator; and must have completed a minimum of 10 hours of Continuing Legal Education (CLE) workshops related to student loan options and programs.
 - 3.** Qualified mediators are encouraged, but not required, to request the clerk to include them in the Clerk's Register of Mediators.
- E.** Compensation: The mediator's fee shall be paid equally by the parties as follows:
- 1.** Unless the debtor's case has been accepted as a *pro bono* case, the debtor shall pay a nonrefundable fee in the amount of \$300.00 directly to the mediator within seven days of the Notice of Participation.
 - 2.** A debtor may request a mediator to serve *pro bono* only if debtor's income is less than 150% above the poverty level.
 - 3.** The lender shall pay a nonrefundable fee in the amount of \$300.00 directly to the mediator within seven days of the Order.
 - 4.** The fee includes the mediator's assistance in determining whether all documentation has been uploaded to the SLP Portal, or, for a debtor with no computer, otherwise exchanged between the debtor and lender, scheduling of the mediation, and participation in a maximum of two, one-hour loss mitigation conferences.

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5. For sessions that extend beyond the initial two, one-hour sessions, the mediator shall be compensated in accordance with Local Rule 9019-2(A)(6).
6. Fees for SLP conferences that extend beyond the initial two, one-hour sessions shall be divided equally between the parties, except in the case of a *pro bono* matter, in which case the mediator will be paid half of his or her fee by the lender and the balance will be credited to the mediator's *pro bono* commitment. Payment shall be made by the debtor and the lender prior to the beginning of each successive SLP conference. If the debtor is not represented by an attorney, the debtor shall bring a money order or cashier's check to the SLP conference in an amount equal to the debtor's share of the one-hour session. Any balance owed for a session that extends beyond the pre-paid session shall be paid as soon as possible or within two business days following conclusion of the final session.

XI. COMPENSATION OF DEBTOR'S COUNSEL

- A. Without application to the Court, attorneys for debtors shall be permitted to charge an initial attorney's fee not to exceed \$1,500 and to charge \$25.00 in costs for SLP, subject to the compensation requirements within the "Guidelines for Compensation for Professional Services or Reimbursement of Expense by Attorneys for Chapter 13 Debtors Pursuant to Local Rule 2016-1(B)(2)(a)."
- B. Services covered by the \$1,500 fee shall include, but not be limited to:
 1. reviewing eligibility requirements and payment options with the debtor and filing all required local form notices and motions;

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2. preparing, completing and providing all required forms for the lender's review;
 3. providing any additional documentation requested by the lender;
 4. filing and noticing all required pleadings;
 5. preparing proposed orders and settlement agreements, if applicable;
 6. assisting the debtor in preparing all annual recertifications during the pendency of the chapter 13 case; and
 7. timely filing all annual recertifications during the pendency of the chapter 13 case until such time as ED no longer requires annual recertification.
- C. Until such time as the ED no longer requires annual recertification, Debtor's counsel may charge, and the debtor shall pay outside the plan, an additional \$200.00 for each year in which debtor's counsel has timely filed the Local Form "Debtor's Verified Certification of Payment and Notice of Recertification for Federal Student Loans".
- D. Whether or not an agreement has been reached with a Private Student Loan Lender, debtor's counsel may not receive any additional attorney's fees unless approved by the Court.
- E. If modification of a chapter 13 plan after confirmation becomes necessary, the debtor's attorney may charge an additional \$500.00 in fees and \$25.00 in costs in accordance with the "Guidelines for Compensation for Professional Services or Reimbursement of Expenses by Attorneys for Chapter 13 Debtors Pursuant to Local Rule 2016-1(B)(2)(a)."

XII. FORMS

All local forms referred to in these Procedures are posted on the Court's website, www.flsb.uscourts.gov on the Student Loan Program page.

APPENDIX A

Definitions Applicable to Federal Student Loans

1. Defaulted: With respect to a loan made under the FFELP or the Direct Loan Program, a borrower is generally considered in "default" if the borrower has not made his or her scheduled student loan payments for at least 270 days (approximately 9 months). 20 U.S.C. §1085(1); 34 C.F.R. §682.411 (FFELP Loans); and 34 C.F.R. §685.102(b) (Direct Loans).
2. Delinquent: A Federal Student Loan is delinquent when payments are not received by the due dates. A loan remains delinquent until the borrower makes up the missed payment(s) or receives a deferment or forbearance that covers the period when the borrower was delinquent. 34 C.F.R. § 682.411(b) (FFELP Loans).
3. Federal Student Loan Lender: This refers to a lender under Title IV of the HEA.
4. HEA: The Higher Education Act of 1965 (the "HEA") governs four federally backed student loan programs: the Federally Insured Student Loan Program (FISL) (no longer made but some remain outstanding); the Perkins Loan Program (no longer made but some remain outstanding), and formerly known as the National Direct Loan Program or the National Defense Loan Program; the Direct Loan Program and the FFELP. FFELP and Direct Loan Program

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loans include Stafford (subsidized and unsubsidized) Loans, parent PLUS Loans, graduate PLUS Loans, and Consolidation Loans.

5. HEAL Loans: This refers to loans made under the Health Education Access Loan program, and specifically, to borrowers engaged in health-related studies. These loans were made by the United States Department of Health and Human Services (“HHS”). This program is no longer active, but there are outstanding HEAL Loans and administration of the HEAL Program loans that remain outstanding was transferred to ED as of July 1, 2014. HEAL Loans are eligible for consolidation along with FFELP Loans in the Direct Loan Program.
6. Non-Defaulted: Any student loan that is not defaulted, including delinquent loans.
7. Graduate PLUS Loan: This is a loan made to graduate or professional students, sometimes called a Graduate PLUS Loan. PLUS Loans were made under both the FFELP and the Direct Loan Program.
8. Parent PLUS Loan: This is a loan made to the parents of a dependent student for which the parent borrower is fully responsible for the debt, not the student. Parent PLUS Loans were made under both the FFELP and the Direct Loan Program.
9. Perkins Loan: This is a federal student loan made by the borrower’s school for undergraduate and graduate students who demonstrate financial need. This program expired on September 30, 2017.
10. Rehabilitation: This is the means by which a borrower can remove a student

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loan from Defaulted status. The borrower and the Title IV Loan Holder (either ED or the Guarantor) enter into an agreement that complies with the federal regulations contained in 34 C.F.R. § 682.405 (FFELP Loans) and 34 C.F.R. § 685.211(f) (Direct Loans), and which provides for the borrower to make nine (9) timely monthly payments (as defined by the applicable federal regulation) within a ten (10) month period at an agreed upon amount for each payment, pursuant to the applicable regulations.



Federal Student Loan Analysis for Jane Smith

The attached materials were prepared to assist you with your review of your client's Federal Student Loans. The information and guidance provided in this report and on our website are provided in good faith without warranties of any kind, either express or implied. We assume no liability for

- Any errors, omissions, or inaccuracies in the information; and
- Any decisions based on the provided information.

Prepared for BransonLaw
3/15/2023
by Stretto

Overview

On November 17, 2022, the Department of Justice, in close coordination with the Department of Education, implemented a new process at the outset of adversary proceedings in which debtors may seek to discharge federal student loans in bankruptcy.

While the bankruptcy judge makes the final decision whether to grant a discharge, the Justice Department will play an important role in that decision by supporting discharge in appropriate cases. The new process will help ensure transparent and consistent expectations for the discharge of student loan debt in bankruptcy; reduce the burden on debtors of pursuing such proceedings; and make it easier for Justice Department attorneys to identify cases where discharge is appropriate.

Under the Justice Department's new process, debtors will complete an attestation form to assist the government in assessing the discharge request. The Justice Department, in consultation with the Department of Education, will review the information provided, apply the factors that courts consider relevant to the undue-hardship inquiry, and determine whether to recommend discharge. Even where the applicable factors may not support a complete discharge, where appropriate, the Justice Department will consider supporting a partial discharge.

Justice Department attorneys will assess the undue-hardship factors in the following manner:

Present Ability to Pay – Using existing standards developed by the IRS and the information provided by the debtor, the Justice Department attorney will calculate a debtor's expenses and compare those expenses to the debtor's income. If a debtor's expenses equal or exceed the debtor's income, the Department will determine that the debtor lacks a present ability to pay.

Future Ability to Pay – The Department will then assess whether the debtor's present inability to pay is likely to persist in the future. The Department attorney will presume a debtor's financial circumstances are not likely to change if certain factors—such as retirement age, disability or chronic injury, protracted unemployment history, lack of degree, or extended repayment status—are present. Where such factors are not present, the Department attorney will assess the facts showing whether the debtor's present inability to pay is likely to persist.

Good Faith Efforts – In assessing what courts call the “good faith” standard, the Department will focus on objective criteria reflecting the debtor's reasonable efforts to earn income, manage expenses, and repay their loan. The Department attorney will consider, for example, whether the debtor contacted the Department of Education or their loan servicer regarding payment options for their loan. A debtor will not be disqualified based on past non-payment if other evidence of good faith exists. A debtor also will not be disqualified based on their not enrolling in an income driven repayment plan where the debtor was deterred from participating in such a plan or otherwise provides a reasonable explanation for non-enrollment.

Executive Summary

This report is based on a review of Jane's information submitted on 3/15/2023.

The purpose of this report is to help you and your client determine if their federal student loans may be eligible for a bankruptcy discharge under the Department of Justice Guidance issued November 17, 2022 (as same may be amended from time to time).

TOTAL LOAN AMOUNT:	\$ 16,465.00 (1 Federal Student Loans)
LOANS IN GOOD STANDING?:	No <i>1 of Jane's Federal Student Loans are currently in default</i>
ELIGIBLE FOR DISCHARGE?:	Yes Borrower appears to be eligible for a bankruptcy discharge. <i>See below for details</i>

<i>Present Inability to Pay:</i>	OK
<i>Future Inability to Pay:</i>	OK
<i>Good Faith Efforts to Pay:</i>	OK

Federal Student Loan Summary

The following is a summary of Jane Smith's federal student loans based on the NSLDS which was uploaded on 3/15/2023:

Loan Type(Loan Holder/Servicer)	Unpaid Balance	Current Status	Entered Repayment	Forbearance and Deferments
FFEL CONSOLIDATED (DEUTSCHE BANK ELT NAVIENT & SLM TRUSTS)	\$ 16,465.00	DEFAULTED, UNRESOLVED	05/11/2001	5

Discharge Analysis

Present Inability to Pay OK

Jane does not appear to have the present ability to pay their federal student loans:

Total Gross Monthly Income: \$ 3,900.00
Total Expenses: \$ 4,625.00
Standard Student Loan Payment: \$ 239.31

Important Notes:

1. "Total Expenses" assumes the AUSA will accept all Borrower reported expenses including those which may exceed IRS Standards. See Exhibit A for a detailed expense review.
2. The "Standard Student Loan Repayment" amount computed based on 10-year Standard Repayment Plan as of the date hereof.

Future Inability to Pay OK

Jane does not appear to have the future ability to pay their federal student loans.

Based on the criteria established by the DOJ, Jane has identified the following factors which impact future ability to repay their student loans:

REBUTTABLE PRESUMPTION	Borrower over the age of 65	x
	Student loans in "repayment" status for at least 10 years	✓
	Borrower did not complete education for which student loan debt was incurred.	✓
	Permanent disability or chronic injury which renders Borrower unable to work (or limits work)	x
	Borrower unemployed for 5 out of last 10 years	x
ADDITIONAL FACTORS	Student loans incurred in pursuit of degree from an institution that is now closed	✓
	Borrower not currently employed	x
	Borrower currently employed but not in field for which borrower educated or received training	✓
	Borrower currently employed but income is insufficient to pay loans and unlikely to increase to an amount necessary to make substantial payments	✓
	Other circumstances making it unlikely Borrower can repay	✓

Important Notes:

Per DOJ Guidance, rebuttal of “Rebuttable Presumption” criteria must be based on concrete factual circumstances and will likely be uncommon. In addition, the DOJ has indicated that the “Rebuttable Presumptions” are the not the sole bases upon which future inability to pay may be found. The Attestation provides for “Additional Factors” to be considered (although they are not exclusive).

Evidence of Good Faith



Jane appears to have demonstrated good faith with regard to their student loan repayment obligation.

Based on the criteria established by the DOJ, Jane has taken the following actions exhibiting good faith:

Making a payment	x
Applying for deferment or forbearance	✓
Applying for Income-Driven Repayment plan	✓
Applying for federal consolidation loan	✓
Outreach to a servicer or collector	✓
Engaging meaningfully with DOE or their loan servicers regarding payment options, forbearance, deferment, or loan consolidation	✓
Engaging meaningfully with a third-party borrower believed would assist them in managing student loan debt	✓
Other acts of good faith including efforts to obtain employment, maximize income or minimize expenses	✓

Important Notes:

Per DOJ Guidance, where the debtor has taken at least one of the foregoing steps, debtor (in the absence of countervailing circumstances) should be deemed to have exhibited good faith. However, it is recommended that debtor demonstrate as many of the foregoing steps as possible. For example, if debtor has not yet enrolled in an Income-Driven Repayment plan, debtor should consider doing so as soon as possible and make the corresponding payments to ensure that the DOJ finds “good faith”

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**Schedule 16
Income and Expense Details**

Expense Details:

Expense	Borrower's Reported Amount	IRS Allowed Amount	Department Attorney Expected Allowed Amount*
Living Expenses			
Food	\$ 779.00	\$ 779.00	\$ 779.00
Housekeeping supplies	\$ 82.00	\$ 82.00	\$ 82.00
Apparel & Services	\$ 161.00	\$ 161.00	\$ 161.00
Personal care products and Services	\$ 82.00	\$ 82.00	\$ 82.00
Uninsured medical costs	\$ 150.00	\$ 150.00	\$ 150.00
Miscellaneous expenses	\$ 306.00	\$ 306.00	\$ 306.00
Total Living Expenses	\$ 1,560.00	\$ 1,560.00	\$ 1,560.00
Payroll Deduction			
Taxes, Medicare and Social Security	\$ 400.00	-	\$ 400.00
Contributions to retirement accounts	\$ 0.00	-	\$ 0.00
Union dues	\$ 0.00	-	\$ 0.00
Life insurance	\$ 0.00	-	\$ 0.00
Court-ordered alimony and child support	\$ 0.00	-	\$ 0.00
Health insurance	\$ 200.00	-	\$ 200.00
Other payroll deduction #1		-	
Other payroll deduction #2		-	
Other payroll deduction #3		-	
Total Payroll Deductions	\$ 600.00	-	\$ 600.00
Housing Costs			
Mortgage or rent payments	\$ 500.00	\$ 1,566.00	\$ 500.00
Property taxes (if paid separately)	\$ 0.00	-	\$ 0.00
Homeowners or renters insurance (if paid separately)	\$ 15.00	-	\$ 15.00
Home maintenance and repair (avg last 12 months)	\$ 0.00	-	\$ 0.00
Utilities	\$ 250.00	\$ 667.00	\$ 250.00
Total Housing Costs	\$ 765.00		\$ 765.00

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Expense	Borrower's Reported Amount	IRS Allowed Amount	Department Attorney Expected Allowed Amount*
Transportation Costs			
Vehicle payments	\$ 400.00	\$ 588.00	\$ 400.00
Monthly average costs of operating vehicles	\$ 350.00	\$ 307.00	\$ 307.00 - \$ 350.00
Public transportation costs	\$ 0.00	\$ 242.00	\$ 0.00
Total Transportation Costs	\$ 750.00	\$ 1,137.00	\$ 707.00 - \$ 750.00
Other Necessary Expenses			
Court-ordered alimony and child support payments (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Babysitting, day care, nursery and preschool costs	\$ 0.00	-	\$ 0.00
Health insurance (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Life insurance (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Dependent care (for elderly or disabled family)	\$ 0.00	-	\$ 0.00
Delinquent federal, state or local tax debt	\$ 0.00	-	\$ 0.00
Other student loans (not being discharged)	\$ 0.00	-	\$ 0.00
Other expenses	\$ 150.00	-	\$ 150.00
Expenses not incurred	\$ 800.00	-	\$ 800.00
Total Other Necessary Expenses	\$ 950.00	-	\$ 950.00
TOTAL EXPENSES	\$ 4,625.00		

Net Income Analysis:

Total Gross Income	\$ 3,900.00
Total Expenses**	\$ 4,625.00
Net Income	\$ -725.00

*AUSA to review debtor's explanations for why any actual expenses may exceed IRS Standards. Per DOJ Guidance, AUSA should accept debtor's reported amount if it is warranted by debtor's circumstances and would "comport with a 'minimal standard of living'".

**Assumes AUSA accepts all expenses including those which may exceed IRS Standards.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

In re:)	
)	
Alrena Janet Dale)	Case No. 6:19-bk-00939
)	
Debtors.)	Chapter 13
)	
_____)	
)	
Alrena Janet Dale)	
)	
Plaintiff,)	Adversary Pro. 6:23-ap-001-LVV
)	
v.)	
)	
UNITED STATES DEPARTMENT)	
OF EDUCATION, [et al.],)	
)	
Defendant[s].)	
_____)	

ATTESTATION OF ALRENA JANET DALE
IN SUPPORT OF REQUEST FOR STIPULATION
CONCEDING DISCHARGEABILITY OF STUDENT LOANS

I, Alrena Janet Dale, make this Attestation in support of my claim that excepting the student loans described herein from discharge would cause an “undue hardship” to myself and my dependents within the meaning of 11 U.S.C. §523(a)(8). In support of this Attestation, I state the following under penalty of perjury:

I. PERSONAL INFORMATION

1. I am over the age of eighteen and am competent to make this Attestation.
2. I reside at 15107 Thornridge Dr, Grand Blanc Township [address],
in Genesee County, Michigan.

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3. My household includes the following persons (including myself):

NAME: Alrena Janet Dale AGE: 60 RELATIONSHIP: [self]

Questions four through nine request information related to your outstanding student loan debt and your educational history. The Department of Education will furnish this information to the Assistant United States Attorney ("AUSA") handling your case, and it should be provided to you. If you agree that the information provided to you regarding your student loan debt and educational history is accurate, you may simply confirm that you agree, and these questions do not need to be completed. If you have not received the information from Education or the AUSA at the time you are completing this form, or if the information is not accurate, you may answer these questions based upon your own knowledge. If you have more than one student loan which you are seeking to discharge in this adversary proceeding, please confirm that the AUSA has complete and accurate information for each loan, or provide that information for each loan.

4. I confirm that the student loan information and educational history provided to me and attached to this Attestation is correct: N/A [If you answered "NO," you must answer questions five through nine].

5. The outstanding balance of the student loan[s] I am seeking to discharge in this adversary proceeding is \$ 155,974.00 .

6. The current monthly payment on such loan[s] is \$ 1,666.95 .* The loan[s] are scheduled to be repaid in [month and year] [OR] My student loan[s] went into default in 11/17/2012 [month and year].**

7. I incurred the student loan[s] I am seeking to discharge while attending University of Phoenix, where I was pursuing a Masters degree with a specialization in Business management .

8. In 4/2006 [month and year], I completed my course of study and received a Masters degree [OR] In [month and year], I left

*Current monthly payment computed based on 10-year Standard Repayment Plan as of the date of the Attestation.

**Default date reflects first default of any loan.

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12. The current monthly household gross income stated above (select which applies):

Includes a monthly average of the gross income shown on the most recent tax return[s] filed for myself and other members of my household, which are attached, and the amounts stated on such tax returns have not changed materially since the tax year of such returns; OR

Represents an average amount calculated from the most recent two months of gross income stated on four (4) consecutive paystubs from my current employment, which are attached; OR

My current monthly household gross income is not accurately reflected on either recent tax returns or paystubs from current employment, and I have submitted instead the following documents verifying current gross household income from employment of household members:

13. In addition, I have submitted

verifying the sources of income other than income from employment, as such income is not shown on [most recent tax return[s] or paystubs].

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B. Monthly Expenses

14. My current monthly household expenses do not exceed the amounts listed below based on the number of people in my household for the following categories [Indicate “yes” if your expenses do not exceed the referenced amounts]:

(a) Living Expenses²

i.	Food \$431 (one person) \$779 (two persons) \$903 (three persons) \$1028 (four persons)	NO	\$683.12
ii.	Housekeeping supplies \$40 (one person) \$82 (two persons) \$74 (three persons) \$85 (four persons)	YES	
iii.	Apparel & Services \$99 (one person) \$161 (two persons) \$206 (three persons) \$279 (four persons)	YES	
iv.	Personal care products and services (non-medical) \$45 (one person) \$82 (two persons) \$78 (three persons) \$96 (four persons)	YES	
v.	Uninsured medical costs \$75 (per individual under 65) \$153 (per individual over 65)	YES	

² The living expenses listed in Question 14 and 15 have been adopted from the Internal Revenue Service Collection Financial Standards “National Standards” and “Local Standards” for the year in which this form is issued. This form is updated annually to reflect changes to these expenses.

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- vi. Miscellaneous expenses YES
not included elsewhere on this Attestation:
\$170 (one person)
\$306 (two persons)
\$349 (three persons)
\$412 (four persons)

(b) Households Greater Than Four Persons

If your household consists of more than four people, please provide your *total* expenses for the categories in Question 14(a): \$ _____

[If you filed a Form 122A-2 Chapter 7 Means Test or 122C-2 Calculation of Disposable Income in your bankruptcy case, you may refer to lines 6 and 7 of those forms for information.]³

(c) Excess Expenses

If your current monthly household expenses exceed the amounts listed above for any of the categories in Question 14(a) and you would like the AUSA to consider such additional expenses as necessary, you may list those expenses and explain the need for such expenses here.

Food: Inflation, food costs have gone up dramatically. I try to drive to different stores for the best deals. I shopped at Aldi this week and I spent \$200.00 and didn't get many groceries.

15. My current monthly household expenses in the following categories are as follows:

(a) Payroll Deductions

- i. Taxes, Medicare and Social Security \$ 468.10
[You may refer to line 16 of the Means Test or Schedule I, line 5]

³ Forms 122A-2 and 122C-2 are referred to collectively here as the “Means Test.” If you filed a Means Test in your bankruptcy case, you may refer to it for information requested here and in other expense categories below. If you did not file a Means Test, you may refer to your Schedule I and Form 106J – Your Expenses (Schedule J) in the bankruptcy case, which may also list information relevant to these categories. You should only use information from these documents if your expenses have not changed since you filed them.

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- ii. Contributions to retirement accounts \$ 386.09
 [You may refer to line 17 of the Means Test or Schedule I, line 5]

 Are these contributions required as a condition of your employment? NO

- iii. Union dues \$ 0.00
 [You may refer to line 17 of the Means Test or Schedule I, line 5]

- iv. Life insurance \$ 6.88
 [You may refer to line 18 of the Means Test or Schedule I, line 5]

 Are these payments for a term policy covering your life? YES

- v. Court-ordered alimony and child support \$ 0.00
 [You may refer to line 19 of the Means Test or Schedule I, line 5]

- vi. Health insurance \$ 185.30
 [You may refer to line 25 of the Means Test or Schedule I, line 5]

 Does the policy cover any persons other than yourself and your family members? NO

- vii. Other payroll deductions

<u>FSA (medical)</u>	\$ <u>166.66</u>
<u>critical illness</u>	\$ <u>62.16</u>
<small>Hospital Indemnity and Non-cash award gross up/overtime deduction</small>	\$ <u>20.33</u>

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(b) Housing Costs⁴

i.	Mortgage or rent payments	\$ 841.00 (See Schedule 15)
ii.	Property taxes (if paid separately)	\$ 0.00
iii.	Homeowners or renters insurance (if paid separately)	\$ 0.00
iv.	Home maintenance and repair (average last 12 months' amounts)	\$ 0.00
v.	Utilities (include monthly gas, electric water, heating oil, garbage collection, residential telephone service, cell phone service, cable television, and internet service)	\$ 364.76

(c) Transportation Costs

i.	Vehicle payments (itemize per vehicle)	\$ 200.00
ii.	Monthly average costs of operating vehicles (including gas, routine maintenance, monthly insurance cost)	\$ 240.00
iii.	Public transportation costs	\$ 0.00

(d) Other Necessary Expenses

- i. Court-ordered alimony and child support payments \$ _____
(if not deducted from pay)
[You may refer to line 19 of Form 122A-2 or 122C-2 or Schedule J, line 18]
- ii. Babysitting, day care, nursery and preschool costs \$ _____
[You may refer to line 21 of Form 122A-2 or 122C-2 or Schedule J, line 8]⁵

Explain the circumstances making it necessary
for you to expend this amount:

⁴ You should list the expenses you actually pay in Housing Costs and Transportation Costs categories. If these expenses have not changed since you filed your Schedule J, you may refer to the expenses listed there, including housing expenses (generally on lines 4 through 6 of Schedule J) and transportation expenses (generally on lines 12, 15c and 17).

⁵ Line 8 of Schedule J allows listing of expenses for "childcare and children's education costs." You should not list any educational expenses for your children here, aside from necessary nursery or preschool costs.

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iii. Health insurance \$ _____
(if not deducted from pay)
[You may refer to line 25 of the Means Test or Schedule J, line 15]

Does the policy cover any persons other than
yourself and your family members?

iv. Life insurance \$ _____
(if not deducted from pay)
[You may refer to line 25 of the Means Test or Schedule J, line 15]

Are the payments for a term policy
covering your life?

v. Dependent care (for elderly or disabled family members) \$ _____
[You may refer to line 26 of the Means Test or Schedule J, line 19]

Explain the circumstances making it necessary
for you to expend this amount:

vi. Payments on delinquent federal, state or local tax debt \$ _____
[You may refer to line 35 of the Means Test or Schedule J, line 17]

Are these payments being made pursuant
to an agreement with the taxing authority?

vii. Payments on other student loans \$ _____
I am not seeking to discharge

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viii. Other expenses I believe necessary for a minimal standard of living. \$ _____

Explain the circumstances making it necessary for you to expend this amount:

16. After deducting the foregoing monthly expenses from my household gross income, I have \$ -374.03 [no, or amount] remaining income. (See Schedule 16)

17. In addition to the foregoing expenses, I anticipate I will incur additional monthly expenses in the future for my, and my dependents', basic needs that are currently not met.⁶ These include the following:

\$ 350.00 - The Debtor is attempting to purchase a home and will have a higher housing payment and home ownership expenses.

⁶ If you have forgone expenses for any basic needs and anticipate that you will incur such expenses in the future, you may list them here and explain the circumstances making it necessary for you to incur such expenses.

III. FUTURE INABILITY TO REPAY STUDENT LOANS

18. For the following reasons, it should be presumed that my financial circumstances are unlikely to materially improve over a significant portion of the repayment period (answer all that apply):

- I am over the age of 65.
- The student loans I am seeking to discharge have been in repayment status for at least 10 years (excluding any period during which I was enrolled as a student).
- I did not complete the education for which I incurred the student loan[s].

- I have a permanent disability or chronic injury which renders me unable to work or limits my ability to work.

Describe the disability or injury and its effects on your ability to work, and indicate whether you receive any governmental benefits attributable to this disability or injury:

- I have been unemployed for at least five of the past ten years.
Please explain your efforts to obtain employment.

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19. For the following additional reasons, my financial circumstances are unlikely to materially improve over a significant portion of the repayment period (answer all that apply):

- I incurred student loans I am seeking to discharge in pursuit of a degree I was unable to complete for reasons other than the closure of the educational institution.

Describe your reasons for being unable to complete the degree:

- I am not currently employed.
- I am currently employed, but I am unable to obtain employment in the field for which I am educated or have received specialized training.

Describe reasons for inability to obtain such employment, and indicate if you have ever been able to obtain such employment:

my job doesn't need any qualifications. I cannot find a job utilizing my masters degree.

- I am currently employed, but my income is insufficient to pay my loans and unlikely to increase to an amount necessary to make substantial payments on the student loans I am seeking to discharge.

Please explain why you believe this is so:

I only expect to get typical increases in pay that won't increase enough to pay my student loans

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- Other circumstances exist making it unlikely I will be able to make payments for a significant part of the repayment period.

Explain these circumstances:

I am trying to buy a home and my housing payment will increase. I currently rent. I have been approved for the Home Down payment Assistance Program because of my low income. I will move from Gran Blanc, Michigan to Flint, Michigan, as that is the only area I can find affordable homes.

IV. PRIOR EFFORTS TO REPAY LOANS

20. I have made good faith efforts to repay the student loans at issue in this proceeding, including the following efforts:

21. Since receiving the student loans at issue, I have made a total of \$ _____ in payments on the loans, including the following:

_____ regular monthly payments of \$ _____ each.
_____ additional payments (See Schedule 21 for details)

22. I have received 31 forbearances or deferments, for a period totaling 152.5 months. (months reflects SUM TOTAL of all forbearances/deferments for EVERY loan; see Schedule 22)

23. I have attempted to contact the company that services or collects on my student loans or the Department of Education at least 25 times.

24. I have sought to enroll in one or more "Income Deferred Repayment Programs" or similar repayment programs offered by the Department of Education, including the following:

Description of efforts:

I have consolidated my loans, I have deferred my loans and entered into forbearance's. I also explored income based repayment programs but I couldn't afford the payments. I live paycheck to paycheck, usually in the negative.

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25. [If you did not enroll in such a program]. I have not enrolled in an “Income Deferred Repayment Program” or similar repayment program offered by the Department of Education for the following reasons:

26. Describe any other facts indicating you have acted in good faith in the past in attempting to repay the loan, including efforts to obtain employment, maximize your income, or minimize your expenses:

From the day I graduated, I have tried to find a job with my master's degree but have been unable to get a job utilizing my degree. I worked for the State Attorneys Office, other various retail jobs and now work at Huntington Bank. Its been my highest paying job to date but I still live paycheck to paycheck.

V. CURRENT ASSETS

27. I own the following parcels of real estate:

Address:

Owners:⁷

⁷ List by name all owners of record (self and spouse, for example)

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Fair market value:

Total balance of mortgages and other liens.

28. I own the following motor vehicles:

Make and model: 2015 Kia Soul

Fair market value: \$ 10,000.00

See Schedule 28 for Additional Cars

Total balance of Vehicle loans And other liens \$ 2,500.00

29. I hold a total of \$ 909.00 in retirement assets, held in 401k, IRA

and similar retirement accounts.

30. I own the following interests in a corporation, limited liability company, partnership, or other entity:

Name of entity	State incorporated ⁸	Type ⁹ and %age Interest	%
_____	_____	_____	%
_____	_____	_____	%
_____	_____	_____	%

31. I currently am anticipating receiving a tax refund totaling \$_____.

⁸ The state, if any, in which the entity is incorporated. Partnerships, joint ventures and some other business entities might not be incorporated.

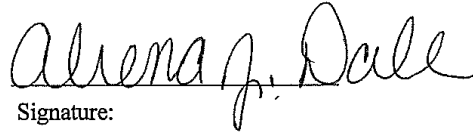
⁹ For example, shares, membership interest, partnership interest.

VI. ADDITIONAL CIRCUMSTANCES

32. I submit the following circumstances as additional support for my effort to discharge my student loans as an "undue hardship" under 11 U.S.C. §523(a)(8):

University of Phoenix promised me a job at a large corporation. I received zero assistance. I complained to the university, no returned phone calls. I also complained at job fairs where the University of Phoenix attended warning other students of their false promises. I submitted a Borrower Defense to Repayment application in the fall of 2022.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.



Signature:

Alrena Janet Dale

Name:

3/6/23

Date:

Schedule 15

List of Expenses that Exceed IRS Local Standards

Mortgage Or Rent Payments - This is the average rent for my area.

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

**Schedule 16
Income and Expense Details**

Expense Details:

Expense	Borrower's Reported Amount	IRS Allowed Amount	Department Attorney Expected Allowed Amount*
Living Expenses			
Food	\$ 683.00	\$ 431.00	\$ 431.00 - \$ 683.00
Housekeeping supplies	\$ 40.00	\$ 40.00	\$ 40.00
Apparel & Services	\$ 99.00	\$ 99.00	\$ 99.00
Personal care products and Services	\$ 45.00	\$ 45.00	\$ 45.00
Uninsured medical costs	\$ 50.66	\$ 75.00	\$ 75.00
Miscellaneous expenses	\$ 170.00	\$ 170.00	\$ 170.00
Total Living Expenses	\$ 1,087.66	\$ 860.00	\$ 860.00 - \$ 1,112.00
Payroll Deduction			
Taxes, Medicare and Social Security	\$ 468.10	-	\$ 468.10
Contributions to retirement accounts	\$ 386.09	-	\$ 386.09
Union dues	\$ 0.00	-	\$ 0.00
Life insurance	\$ 6.88	-	\$ 6.88
Court-ordered alimony and child support	\$ 0.00	-	\$ 0.00
Health insurance	\$ 185.30	-	\$ 185.30
Other payroll deduction #1	\$ 166.66	-	\$ 166.66
Other payroll deduction #2	\$ 62.16	-	\$ 62.16
Other payroll deduction #3	\$ 20.33	-	\$ 20.33
Total Payroll Deductions	\$ 1,295.52	-	\$ 1,295.52
Housing Costs			
Mortgage or rent payments	\$ 841.00	\$ 785.00	\$ 785.00 - \$ 841.00
Property taxes (if paid separately)	\$ 0.00	-	\$ 0.00
Homeowners or renters insurance (if paid separately)	\$ 0.00	-	\$ 0.00
Home maintenance and repair (avg last 12 months)	\$ 0.00	-	\$ 0.00
Utilities	\$ 364.76	\$ 597.00	\$ 364.76
Total Housing Costs	\$ 1,205.76		\$ 1,149.76 - \$ 1,205.76

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Expense	Borrower's Reported Amount	IRS Allowed Amount	Department Attorney Expected Allowed Amount*
Transportation Costs			
Vehicle payments	\$ 200.00	\$ 588.00	\$ 200.00
Monthly average costs of operating vehicles	\$ 240.00	\$ 240.00	\$ 240.00
Public transportation costs	\$ 0.00	\$ 242.00	\$ 0.00
Total Transportation Costs	\$ 440.00	\$ 1,070.00	\$ 440.00
Other Necessary Expenses			
Court-ordered alimony and child support payments (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Babysitting, day care, nursery and preschool costs	\$ 0.00	-	\$ 0.00
Health insurance (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Life insurance (if not deducted from pay)	\$ 0.00	-	\$ 0.00
Dependent care (for elderly or disabled family)	\$ 0.00	-	\$ 0.00
Delinquent federal, state or local tax debt	\$ 0.00	-	\$ 0.00
Other student loans (not being discharged)	\$ 0.00	-	\$ 0.00
Other expenses	\$ 0.00	-	\$ 0.00
Expenses not incurred	\$ 350.00	-	\$ 350.00
Total Other Necessary Expenses	\$ 350.00	-	\$ 350.00
TOTAL EXPENSES	\$ 4,378.94		

Net Income Analysis:

Total Gross Income	\$ 4,029.25
Total Expenses**	\$ 4,403.28
Net Income	\$ -374.03

*AUSA to review debtor's explanations for why any actual expenses may exceed IRS Standards. Per DOJ Guidance, AUSA should accept debtor's reported amount if it is warranted by debtor's circumstances and would "comport with a 'minimal standard of living'".

**Assumes AUSA accepts all expenses including those which may exceed IRS Standards.

Schedule 21

Additional Student Loan Payments Made

No additional payments

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Schedule 22

Student Loan Forbearances and Deferments

DIRECT STAFFORD UNSUBSIDIZED - Disbursed: 04/15/2015

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
BANKRUPTCY CLAIM, ACTIVE	02/13/2019	48.71
IN REPAYMENT	01/18/2019	0.85
FORBEARANCE	12/27/2018	0.72
BANKRUPTCY CLAIM, ACTIVE	02/06/2018	10.64
FORBEARANCE	11/04/2017	3.09
IN REPAYMENT	11/01/2017	0.1
FORBEARANCE	06/04/2016	16.92
IN REPAYMENT	06/01/2016	0.1
FORBEARANCE	03/04/2016	2.92
IN REPAYMENT	02/27/2016	0.2
FORBEARANCE	01/04/2016	1.77
IN GRACE PERIOD	05/17/2015	7.62
LOAN ORIGINATED	04/15/2015	1.05

DIRECT CONSOLIDATED UNSUBSIDIZED - Disbursed: 01/17/2011

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
BANKRUPTCY CLAIM, ACTIVE	02/13/2019	48.71
FORBEARANCE	01/26/2019	0.59
IN REPAYMENT	01/18/2019	0.26
FORBEARANCE	12/27/2018	0.72
BANKRUPTCY CLAIM, ACTIVE	02/06/2018	10.64
FORBEARANCE	11/26/2017	2.37
IN REPAYMENT	11/01/2017	0.82

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

FORBEARANCE	06/26/2016	16.2
IN REPAYMENT	06/01/2016	0.82
FORBEARANCE	11/26/2015	6.18
IN REPAYMENT	11/01/2015	0.82
FORBEARANCE	09/26/2015	1.18
IN REPAYMENT	09/09/2015	0.56
FORBEARANCE	05/18/2015	3.75
DEFERRED	03/16/2015	2.07
FORBEARANCE	12/26/2014	2.63
IN REPAYMENT	11/13/2014	1.41
FORBEARANCE	10/22/2014	0.72
IN REPAYMENT	06/13/2014	4.3
DEFAULTED, SIX CONSECUTIVE PAYMENTS, THEN MISSED PAYMENT(S)	04/07/2014	2.2
DEFAULTED, SIX CONSECUTIVE PAYMENTS	03/17/2014	0.69
DEFAULTED, UNRESOLVED	11/17/2012	15.93
IN REPAYMENT	01/22/2012	9.86
IN REPAYMENT	01/21/2012	0.03
FORBEARANCE	01/20/2011	12.02
LOAN ORIGINATED	01/17/2011	0.1

DIRECT CONSOLIDATED SUBSIDIZED - Disbursed: 01/17/2011

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
BANKRUPTCY CLAIM, ACTIVE	02/13/2019	48.71
FORBEARANCE	01/26/2019	0.59
IN REPAYMENT	01/18/2019	0.26
FORBEARANCE	12/27/2018	0.72
BANKRUPTCY CLAIM, ACTIVE	02/06/2018	10.64
FORBEARANCE	11/26/2017	2.37

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IN REPAYMENT	11/01/2017	0.82
FORBEARANCE	06/26/2016	16.2
IN REPAYMENT	06/01/2016	0.82
FORBEARANCE	11/26/2015	6.18
IN REPAYMENT	11/01/2015	0.82
FORBEARANCE	09/26/2015	1.18
IN REPAYMENT	09/09/2015	0.56
FORBEARANCE	05/18/2015	3.75
DEFERRED	03/16/2015	2.07
FORBEARANCE	12/26/2014	2.63
IN REPAYMENT	11/13/2014	1.41
FORBEARANCE	10/22/2014	0.72
IN REPAYMENT	06/13/2014	4.3
DEFAULTED, SIX CONSECUTIVE PAYMENTS, THEN MISSED PAYMENT(S)	04/07/2014	2.2
DEFAULTED, SIX CONSECUTIVE PAYMENTS	03/17/2014	0.69
DEFAULTED, UNRESOLVED	11/17/2012	15.93
IN REPAYMENT	01/22/2012	9.86
IN REPAYMENT	01/21/2012	0.03
FORBEARANCE	01/20/2011	12.02
LOAN ORIGINATED	01/17/2011	0.1

FFEL CONSOLIDATED - Disbursed: 03/07/2007

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
DEFAULTED, THEN PAID IN FULL BY CONSOLIDATION	01/19/2011	145.53
DEFAULTED, UNRESOLVED	07/18/2008	30.06
IN REPAYMENT	09/01/2007	10.55
FORBEARANCE	04/01/2007	5.03
IN REPAYMENT	03/07/2007	0.82

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

FFEL CONSOLIDATED - Disbursed: 03/07/2007

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
DEFAULTED, THEN PAID IN FULL BY CONSOLIDATION	01/19/2011	145.53
DEFAULTED, UNRESOLVED	07/18/2008	30.06
IN REPAYMENT	09/01/2007	10.55
FORBEARANCE	04/01/2007	5.03
IN REPAYMENT	03/07/2007	0.82

FFEL CONSOLIDATED - Disbursed: 05/10/2006

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/09/2007	191.92
IN REPAYMENT	08/30/2006	6.28

FFEL STAFFORD SUBSIDIZED - Disbursed: 01/17/2006

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	06/28/2006	200.26
IN GRACE PERIOD	04/24/2006	2.14
LOAN ORIGINATED	01/04/2006	3.61

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 01/17/2006

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	05/11/2006	201.84
IN GRACE PERIOD	04/24/2006	0.56
LOAN ORIGINATED	01/04/2006	3.61

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 12/21/2004

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
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NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	05/11/2006	201.84
IN REPAYMENT	05/01/2006	0.33
DEFERRED	06/28/2005	10.09
LOAN ORIGINATED	12/21/2004	6.21

FFEL STAFFORD SUBSIDIZED - Disbursed: 12/21/2004

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	10/16/2006	196.65
IN REPAYMENT	05/01/2006	5.52
DEFERRED	06/28/2005	10.09
LOAN ORIGINATED	12/21/2004	6.21

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 09/12/2003

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	09/11/2003	2.04

FFEL STAFFORD SUBSIDIZED - Disbursed: 09/12/2003

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	09/11/2003	2.04

FFEL STAFFORD SUBSIDIZED - Disbursed: 04/07/2003

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
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2024 CARIBBEAN INSOLVENCY SYMPOSIUM

NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	04/07/2003	7.2

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 04/07/2003

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	04/07/2003	7.2

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 02/15/2002

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	02/15/2002	20.86

FFEL STAFFORD SUBSIDIZED - Disbursed: 02/15/2002

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	02/15/2002	20.86

FFEL STAFFORD SUBSIDIZED - Disbursed: 06/25/2001

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
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NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	06/22/2001	28.68

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 06/25/2001

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	06/22/2001	28.68

FFEL STAFFORD UNSUBSIDIZED - Disbursed: 04/03/2001

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	03/29/2001	31.47

FFEL STAFFORD SUBSIDIZED - Disbursed: 04/03/2001

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/07/2007	191.98
IN REPAYMENT	05/12/2004	33.81
IN GRACE PERIOD	11/12/2003	5.98
LOAN ORIGINATED	03/29/2001	31.47

FFEL STAFFORD SUBSIDIZED - Disbursed: 10/27/1993

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
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2024 CARIBBEAN INSOLVENCY SYMPOSIUM

NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/16/2007	191.69
IN REPAYMENT	06/15/1994	153

FFEL STAFFORD SUBSIDIZED - Disbursed: 05/28/1993

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/16/2007	191.69
IN REPAYMENT	06/15/1994	153

FFEL STAFFORD SUBSIDIZED - Disbursed: 01/27/1993

STATUS	STATUS EFFECTIVE DATE	MONTHS IN STATUS
NON-DEFAULTED, PAID IN FULL THROUGH CONSOLIDATION LOAN	03/16/2007	191.69
IN REPAYMENT	06/15/1994	153

Schedule 27

Real Estate Owned

No additional properties

Schedule 28

Cars Owned

No additional properties

Schedule 30

List of Additional Business Interests

No additional

Federal Student Loan Analysis

Alrena Dale

This Federal Student Loan Analysis is based on a review of Alrena Dale's information submitted on 05/16/2019. The purpose of this analysis is to provide you with choices and options to help you achieve your Federal Student Loan goals.

Current Status of Borrower's Loans:

The following is a summary of Alrena Dale's Federal Student Loans as reported by the National Student Loan Data System (NSLDS). Currently, Alrena has 3 Federal Student Loan(s) totaling \$155,974.00 as shown below.

Loan Type(Loan Holder/Servicer)	Principal Balance	Interest	Interest Rate	Status
DIRECT STAFFORD UNSUBSIDIZED (DEPT OF ED/FEDLOAN SERVICING(PHEAA))	\$ 5,314.00	\$ 1,091.00	6.21%	BANKRUPTCY CLAIM, ACTIVE
DIRECT CONSOLIDATED UNSUBSIDIZED (DEPT OF ED/FEDLOAN SERVICING(PHEAA))	\$ 52,815.00	\$ 18,460.00	5.12%	BANKRUPTCY CLAIM, ACTIVE
DIRECT CONSOLIDATED SUBSIDIZED (DEPT OF ED/FEDLOAN SERVICING(PHEAA))	\$ 58,689.00	\$ 19,605.00	5.12%	BANKRUPTCY CLAIM, ACTIVE

Repayment Options Overview

There are nine repayment options for Federal Student Loans. Four are based on the balance of the loan, while the other five are based on your income and family size. The availability of each option depends on several factors including the type of loan and the date it was originated.

Balance-Based Repayment Plans

Balanced-based plans have a definite time period within which to pay off the loan in full with definite monthly payments just like a traditional loan.

Income-Driven Repayment Plans (IDRs)

Income Driven Repayment Plans (IDR) are based on your income, which may or may

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not include your spouse's income too. The formulas also look at family size. IDR plans set payments at 10-20% of your discretionary income. An IDR payment may not cover monthly interest. This is OK. Unpaid interest will be capitalized and added to your balance but any balance remaining at the end of the IDR term is forgiven. There may be tax consequences because of this forgiveness, but that will not occur for 20 to 25 years. Also, in order to remain on an IDR Plan, you must recertify your income and family size every 12 months. Failure to recertify can return you to the Standard plan which is typically the highest monthly payment of all plans.

Repayment Options

Alrena Dale

*Note: you may not be eligible for all plans and/or some plans
May require you to consolidate loans. See details below.*

Plan	Details
<p>Standard</p> <p>\$ 1,670.00 /mo</p> <p>120 months</p>	<p>Pay off full balance of loan - not eligible for loan forgiveness</p> <p>Fixed monthly payments</p> <p>Usually highest monthly payment but pay least interest over life of loan</p>
<p>Graduated</p> <p>\$ 947.00 /mo</p> <p>*First 2 years only</p> <p>120 months</p>	<p>Pay off full balance of loan – not eligible for loan forgiveness</p> <p>Payment increases every 2 years</p> <p>Payment must cover accrued interest but will never be more than three times greater than any other payment</p>
<p>Extended Fixed</p> <p>\$ 930.00 /mo</p> <p>300 months</p> <p>Consolidation Required</p>	<p>Pay off full balance of loan – not eligible for loan forgiveness</p> <p>Fixed monthly payments</p> <p>Balance must be at least \$30,000</p>
<p>Extended Graduated</p> <p>\$ 676.00 /mo</p> <p>*First 2 years only</p> <p>300 months</p> <p>Consolidation Required</p>	<p>Pay off full balance of loan – not eligible for loan forgiveness</p> <p>Payment increases every 2 years</p> <p>Balance must be at least \$30,000</p> <p>Payment must cover accrued interest but will never be more than three times greater than any other payment</p>
<p>Revised Pay As You Earn (REPAYE)</p> <p>\$ 61.00 /mo</p> <p>*Based on current income</p> <p>300 months</p>	<p>Repayment based on income and family size (must recertify each year)</p> <p>Monthly payment set at 10% of discretionary income (may be as low as \$0.00)</p> <p>Eligible for loan forgiveness (20 years for undergrads, 25 Years if ANY loan for graduate studies)</p>

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Pay As You Earn (PAYE)

\$ 61.00 /mo

*Based on current income
240 months

Not Eligible

Repayment based on income and family size (must recertify each year)
Monthly payment set at **10% of discretionary income** (may be as low as \$0.00)
Eligible for **loan forgiveness (20 years)**
Must be a new borrower as of 10/1/2007

Income-Based Repayment (IBR)

\$ 91.00 /mo

*Based on current income
300 months

Repayment based on income and family size (must recertify each year)
Monthly payment set at **15% of discretionary income** (may be as low as \$0.00)
Eligible for **loan forgiveness (25 years)**

IBR for New Borrowers

\$ 61.00 /mo

*Based on current income
240 months

Not Eligible

Repayment based on income and family size (must recertify each year)
Monthly payment set at **10% of discretionary income** (may be as low as \$0.00)
Eligible for **loan forgiveness (20 years)**
Must be a new borrower as of 7/1/2014

Income-Contingent Repayment (ICR)

\$ 225.00 /mo

*Based on current income
300 months

Repayment based on income and family size (must recertify each year)
Monthly payment set at **20% of discretionary income** (may be as low as \$0.00)
Eligible for **loan forgiveness (25 years)**

Important Disclaimer:

The payments noted in the chart above are estimates. Only the servicer processing your application can give you the exact amount. Your exact amount depends on how soon you exercise your options and the interest accrued on your next payment along with the accuracy of the information provided.

Also, while you could pick a different plan for each loan and/or choose to consolidate some and not all loans, experience suggests that this usually is not a good option for most borrowers. That is why we show and recommend you select the same course of action for all loans. If you do not want to take this approach, make sure you fully educate yourself about all of the potential consequences (intended and unintended) of selecting different plans for different loans.

General Comments About Consolidation

You should consider the following when deciding if consolidation is the best choice:

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

Pro	Con
One servicer, one bill, one payment	Restarts the forgiveness clock if anytime has been accrued
May qualify loan for additional payment plans	Lose ability to pay off one loan at a time
Can choose new servicer	
Get loan(s) out of default	
Lock in interest rate (if variable)	
Extend time to repay	

**Note: this list is not meant to be exhaustive.*

A Direct Consolidation Loan has a fixed interest rate for the life of the loan which is the weighted average of the interest rates on the loans being consolidated, rounded up to the nearest one-eighth of one percent.

Why Refinancing Your Federal Student Loans with a Private Student Loan is a Bad Idea

Refinancing Federal Student Loans with a private student loan is a bad idea. The reason people suggest it is to lower your interest rate. But you also lose ALL the flexibility that comes with the Federal loan program such as:

- Repayment plans based on income and family size;
- Rescuing a loan from default;
- Discharging the loan due to disability;
- Discharging the loan upon your death (or upon your child's death for a Parent PLUS loan);
- Loss of forgiveness programs such as
 - o Teacher Loan Forgiveness;
 - o Public Servicer Loan Forgiveness;
 - o IDR Forgiveness

While you may get a lower interest rate with a private student loan refinance (and you need really good credit and income for that), you may pay more over the life of the loan because the term could be longer than what your current Federal loan term is. Additionally, only Federal Student Loans have the flexibility to lower your payment temporarily or permanently in case of a life altering event, having children, losing a job, planning for family leave, divorce, etc.

Next Steps...

Determine which of the repayment options best suits your needs and goals. Then submit your documentation to enroll in your selected plan:


1. Go back to www.studentloanify.com*
2. Click Apply next to the repayment plan you want
3. Follow the step-by-step instruction to get your complete documentation package.
4. Print, sign and send to servicer.

**Note: you are not required to use StudentLoanify*

EXAMPLES OF HOW COURTS ARE FINALIZING NEW DOJ CASES

ORDERED.

Dated: August 31, 2023



Lori V. Vaughan
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**
www.flmb.uscourts.gov

In re:

ALRENA JANET DALE,

Debtor.

ALRENA JANET DALE,

Plaintiff,

v.

**UNITED STATES DEPARTMENT
OF EDUCATION.**

Defendant.

**Case No.: 6:19-bk-00939-LVV
Chapter 13**

ADV. NO.: 6:23-ap-00001-LVV

AGREED FINAL JUDGMENT

This case came before the Court without a hearing on Plaintiff's Complaint (Doc. 1) seeking to determine the dischargeability of Defendants' claims pursuant to 11 U.S.C. §523 (a)(8). Defendant has conceded to the alleged hardship and does not contest the Court's discharge of

Debtor's debt at issue in this adversarial proceeding. By submission of this final judgment for entry, the submitting counsel represents that the opposing party consents to its entry. Accordingly, it is

ORDERED:

1. Judgment is entered in favor of the Plaintiff, ALRENA JANET DALE on her Complaint.
2. The claims of Defendants are hereby declared dischargeable pursuant to 11 U.S.C. §523 (a)(8).
3. Defendant, UNITED STATES DEPARTMENT OF EDUCATION will discharge Plaintiff/Debtor ALRENA JANET DALE, for all claims in the main case.

###

Clerk to serve.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: Bankr. No. 16-40761 KLT

Rose Marie James, Jr.,

Debtor.

Chapter 7

Rose Marie James, Jr.,

Plaintiff,

Adv. No. 23-04002

v.

U.S. Department of Education,

Defendant.

JUDGMENT

This matter before the Court, and a decision or order for judgment was duly entered, the Honorable Kesha L. Tanabe, United States Bankruptcy Judge, presiding.

IT IS ORDERED, adjudged, and decreed:

1. Subject to the terms of the Consent Judgment [ECF No. 25], Plaintiff's Education-held Student Loans are discharged pursuant to 11 U.S.C. § 523(a)(8).

DATED: July 28, 2023
At: Saint Paul, Minnesota

Tricia Pepin
Clerk of the Bankruptcy Court

By: /e/ Samantha J. Hanson-Lenn
Deputy Clerk

AMERICAN BANKRUPTCY INSTITUTE



Order Filed on May 22, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</p> <hr/> <p>Caption in Compliance with D.N.J. LBR 9004-2(c)</p> <p>UNITED STATES ATTORNEY'S OFFICE PHILIP R. SELLINGER United States Attorney EAMONN O'HAGAN Assistant U.S. Attorney 970 Broad Street, Suite 700 Newark, NJ 07102 Tel: (973) 645-2874 <i>Attorneys for the U.S. Department of Education</i></p>	
<p><i>In re</i></p> <p>ERIN L. SIPLEY,</p> <p style="text-align: right;">Debtor.</p>	<p>Chapter 7</p> <p>Case No. 22-18985-KCF</p> <p>Judge: Hon. Kathryn C. Ferguson</p>
<p>ERIN L. SIPLEY,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>U.S. DEPARTMENT OF EDUCATION, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>Adv. Pro. No. Adv. 23-01079-KCF</p>

**JOINT STIPULATION AND ORDER OF DISCHARGE AS TO DEBT HELD
BY UNITED STATES DEPARTMENT OF EDUCATION**

The relief set forth on the following pages, numbered two (2) through three (3) are hereby **ORDERED**

DATED: May 22, 2023


Honorable Kathryn C. Ferguson
United States Bankruptcy Judge

Debtor: Erin L. Siple

Case No. 22-18985

Adv. Proc. No. 23-01079

Caption of Order: Joint Stipulation and Order of Discharge as to Debt Held by United States Department of Education

Erin L. Siple (“Plaintiff”) and the U.S. Department of Education (the “Department”), hereby stipulate and agree as follows:

1. Plaintiff filed the above-captioned adversary proceeding to determine the dischargeability of her student loan debts, including student loan debt held by the Department, which debt is described in Paragraph 2 hereof.

2. On or about September 27, 2022, Plaintiff executed her William D. Ford Direct master consolidation promissory note (“Direct Consolidation Note”) to secure her Direct consolidation loan (“Direct Consolidation Loan”) from the Department. The Direct Consolidation Loan was disbursed in the amounts of \$152,421.60 and \$17,956.88 on October 20, 2022. The Direct Consolidation Loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1070 et seq. (34 C.F.R. Part 685). On or about September 27, 2022, Plaintiff applied for a Repayment Plan Request (“RPR”) with the Department. One week later, on or about October 4, 2022, Plaintiff applied for Public Service Loan Forgiveness (“PSLF”) with the Department. To date, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance of the Loans. Altogether, the Plaintiff cumulatively owes the Department \$170,378.48. (the “Subject Debt”).

3. The Department currently holds all right, title, and interest in the Subject Debt.

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Case 23-01079-KCF Doc 7 Filed 05/22/23 Entered 05/22/23 09:59:33 Desc Main Document Page 3 of 3

Page 3

Debtor: Erin L. Siple

Case No. 22-18985

Adv. Proc. No. 23-01079

Caption of Order: Joint Stipulation and Order of Discharge as to Debt Held by United States Department of Education

4. Plaintiff and the Department stipulate that the Subject Debt is hereby discharged under 11 U.S.C. § 523(a)(8).

5. Upon entry by the Court of this Joint Stipulation and Order of Discharge, the Department shall be dismissed as a party to this adversary proceeding.

6. This Joint Stipulation and Order of Discharge shall not impact the dischargeability of any debts held by any other defendant in this adversary proceeding.

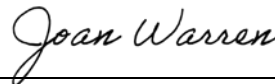
IN WITNESS WHEREOF, the Department, and Plaintiff have agreed to the foregoing.

Dated: May 19, 2023

Dated: May 19, 2023

PHILIP R. SELLINGER
UNITED STATES ATTORNEY
DISTRICT OF NEW JERSEY

ERIN L. SIPLEY



Eamonn O'Hagan, AUSA
Attorney to the United States of America

Joan Sirkis Warren, Esq.
Counsel to Plaintiff, Erin L. Siple

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

Case 22-01050-BFK Doc 22-1 Filed 01/25/23 Entered 01/25/23 12:07:29 Desc Proposed Order Page 1 of 4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

IN RE:)	
)	
GEMBER BERUK,)	CASE NO. 22-10913-BFK
)	
Debtor.)	
_____)	
)	
GEMBER BERUK,)	
)	
Plaintiff,)	
)	
v.)	AD. PRO. NO. 22-01050-BFK
)	
U.S. DEPARTMENT OF EDUCATION, ET AL.,)	
)	
Defendants.)	

CONSENT ORDER

UPON CONSIDERATION of the Consent Motion for Entry of Order filed by the United States and with the consent of the Plaintiff, as evidenced by the signatures of counsel, below,

IT IS HEREBY ORDERED THAT:

1. The student loan obligations of the Plaintiff to the Defendant U.S. Department of Education at issue in the above-captioned adversary proceeding are hereby discharged pursuant to 11 U.S.C. Sec. 523(a)(8).
2. The requirement that the parties file a joint status report on or before February 10, 2023, and the February 21, 2023, Status Conference are hereby removed.
3. The above-captioned adversary proceeding is hereby dismissed.

Robert K. Coulter
Assistant United States Attorney
VSB: 42512
2100 Jamieson Avenue
Alexandria, Virginia 22314
Tel: (703) 299-3745
Counsel for the United States of America

AMERICAN BANKRUPTCY INSTITUTE

Case 22-01050-BFK Doc 22-1 Filed 01/25/23 Entered 01/25/23 12:07:29 Desc
Proposed Order Page 2 of 4

4. The clerk will mail a copy of this order, or give electronic notice of its entry, to the parties listed below.

Date:

HON. BRIAN F. KENNEY
United States Bankruptcy Judge

Copies to:

Robert K. Coulter
Assistant United States Attorney
2100 Jamieson Avenue
Alexandria, Virginia 22314

Nancy O. Ryan, VSB 22196
Kaitlin Millie Walker, VSB 91153
Legal Services of Northern Virginia
10700 Page Avenue, Ste 100
Fairfax, VA 22030

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

Case 22-01050-BFK Doc 22-1 Filed 01/25/23 Entered 01/25/23 12:07:29 Desc
Proposed Order Page 3 of 4

I ASK FOR THIS:

/s/ Robert K. Coulter

Robert K. Coulter

Assistant United States Attorney, VSB:42512

2100 Jamieson Avenue

Alexandria, Virginia 22314

Tel: (703) 299-3745

Telefax: (703) 299-2584

Counsel for United States of America

SEEN AND AGREED:

/s/ Nancy O. Ryan _____ By RKC with permission via email dated 1/24/2023

Nancy O. Ryan, VSB 22196

Kaitlin Millie Walker, VSB 91153

Legal Services of Northern Virginia

10700 Page Avenue, Ste 100

Fairfax, VA 22030

Tel: (703) 504-9142

Fax: (571) 386-0614

Counsel for the Debtor

AMERICAN BANKRUPTCY INSTITUTE

Case 22-01050-BFK Doc 22-1 Filed 01/25/23 Entered 01/25/23 12:07:29 Desc
Proposed Order Page 4 of 4

LOCAL RULE 9022-1(C) CERTIFICATION

I hereby certify that the foregoing proposed Order has been signed by all necessary parties.

Date:

/s/ Robert K. Coulter
Robert K. Coulter
Assistant United States Attorney

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

IN RE:)	
)	
GEMBER BERUK,)	CASE NO. 22-10913-BFK
)	
Debtor.)	
<hr/>		
)	
GEMBER BERUK,)	
)	
Plaintiff,)	
)	
v.)	AD. PRO. NO. 22-01050-BFK
)	
U.S. DEPARTMENT OF EDUCATION, ET AL.,)	
)	
Defendants.)	

CONSENT MOTION FOR ENTRY OF ORDER DISCHARGING STUDENT LOANS
AND MEMORANDUM IN SUPPORT THEROF

The United States of America requests that the Court enter an order discharging the Plaintiff’s student loans at issue in this proceeding pursuant to the provisions of 11 U.S.C. Section 523(a)(8). Counsel for the United States has discussed the relief requested in this motion with counsel for the Plaintiff who consents to such relief. As grounds for this Motion, the United States avers the following:

The above-captioned adversary proceeding was filed on October 18, 2022. Dkt. No. 1. In this adversary proceeding, Plaintiff seeks to discharge certain student loan obligations owed to the U.S. Department of Education (DoE Loan). Plaintiff asserts that requiring her to repay the

Robert K. Coulter
Assistant United States Attorney
VSB: 42512
2100 Jamieson Avenue
Alexandria, Virginia 22314
Tel: (703) 299-3745
Counsel for the United States of America

loans would constitute an undue hardship pursuant to 11 U.S.C. Sec. 523(a)(8).¹

The United States agrees that the Plaintiff is entitled to a discharge of the DOE Loan obligations at issue in this proceeding. The parties have executed a proposed Consent Order that accompanies this Motion.

CONCLUSION

For the foregoing reasons, the United States respectfully requests that its Motion be granted.

Respectfully submitted,

JESSICA D. ABER
UNITED STATES ATTORNEY

By: /s/ Robert K. Coulter
Robert K. Coulter
Assistant United States Attorney

¹ The Plaintiff and the U.S. Department of Education are the real parties in interest in this proceeding. Although named as a party to this proceeding, Great Lakes Education Loan Services, Inc., is a loan servicer, not a loan holder.

CERTIFICATE OF SERVICE

I hereby certify a copy of foregoing will be filed with the United States Bankruptcy Court electronically in the CM/ECF system. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Date: January 25, 2023

/s/ Robert K. Coulter
ROBERT K. COULTER

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re: Lori S. Wheeler,

Debtor.

Lori S. Wheeler,

Plaintiff,

vs.

U.S. Department of Education,

Defendant.

Case No. 19-44492

Chapter 13

Hon. Mark A. Randon

Adv. Pro. No. 23-04120

**ORDER APPROVING SETTLEMENT AND
DISMISSING ADVERSARY PROCEEDING**

The Plaintiff and the United States, by their respective counsels, having stipulated to entry of an order approving settlement and dismissing adversary proceeding.

1. IT IS HEREBY ORDERED that Plaintiff's student loans in the amount of \$87,029.24 held by the Department of Education are discharged, which shall be in full satisfaction of any or all claims, demands, rights, and causes of action whatsoever kind and nature, arising from, and by reason of given rise to the above-captioned lawsuit; and
2. The Adversary Proceeding 23-04120 is hereby dismissed with prejudice.

Signed on July 19, 2023



/s/ Mark A. Randon

Mark A. Randon
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re: Lori S. Wheeler,

Debtor.

Lori S. Wheeler,

Plaintiff,

vs.

U.S. Department of Education,

Defendant.

Case No. 19-44492

Chapter 13

Hon. Mark A. Randon

Adv. Pro. No. 23-04120

**STIPULATION FOR SETTLEMENT AND DISMISSAL OF
ADVERSARY PROCEEDING**

IT IS HEREBY STIPULATED by and between the Plaintiff, Lori S. Wheeler, on behalf of her attorney, Tricia Stewart Terry, and the United States Department of Education (“Education”), by and through their attorney, Dawn N. Ison United States Attorney, and John Postulka Assistant United States Attorney, (collectively, the “Parties”) with reference to the following facts and subject to Bankruptcy Court approval:

1. Plaintiff filed this Adversary Proceeding on March 22, 2023, seeking to discharge federal student loan debt pursuant to 11 U.S.C. §523(a)(8).
2. The parties do hereby agree to settle each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions

that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

3. Education agrees to discharge the current balance of the student loans held by the Department of Education in the amount of \$87,029.24, which shall be in full satisfaction of any or all claims, demands, rights, and causes of action whatsoever kind and nature, arising from, and by reason of given rise to the above-captioned lawsuit.

4. The parties herein agree that the United States will retain any and all funds heretofore collected from or on behalf of the Plaintiff related to the Education loans. In addition, the Plaintiff does not and shall not seek the refund of any monies already paid.

5. This Stipulation of Settlement is not, in any way intended to be, and should not be construed as, an admission of liability or fault on the part of Education, its agents, servants, or employees, and it is specifically denied that they are liable to the Plaintiff. This settlement is entered into by all Parties for the purpose of settling disputed claims and avoiding the expenses for further litigation.

6. Upon execution of this Stipulation by the Parties and Court approval, the Adversary Proceeding 23-04120 shall be dismissed with prejudice.

7. Plaintiff agrees to accept the terms set forth in this Stipulation in full settlement and satisfaction of any and all claims, demands rights, and causes of

action of any kind and nature whatsoever, arising from the same subject matter that gave rise to the adversary proceeding.

8. The Parties agree to bear their own attorneys' fees and costs in connection with the adversary proceeding.

9. The parties certify that they have read and fully understand the terms of the Stipulation.

Date: July 19, 2023

DAWN N. ISON
United States Attorney

/s/Tricia Stewart Terry w/permission

Tricia Stewart Terry (P59522)
Marrs & Terry, PLLC
6553 Jackson Road
Ann Arbor, MI 48103
Phone: (734) 663-0555
Email: tterry@marrsterry.com

/s/John Postulka

JOHN POSTULKA (P71881)
Assistant United States Attorney
211 W. Fort St., Ste. 2001
Detroit, MI 48226
Phone: (313) 226-9118
Email: John.Postulka2@usdoj.gov

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re: Lori S. Wheeler,

Debtor.

Lori S. Wheeler,

Plaintiff,

vs.

U.S. Department of Education,

Defendant.

Case No. 19-44492

Chapter 13

Hon. Mark A. Randon

Adv. Pro. No. 23-04120

**ORDER APPROVING SETTLEMENT AND
DISMISSING ADVERSARY PROCEEDING**

The Plaintiff and the United States, by their respective counsels, having stipulated to entry of an order approving settlement and dismissing adversary proceeding.

1. IT IS HEREBY ORDERED that Plaintiff's student loans in the amount of \$87,029.24 held by the Department of Education are discharged, which shall be in full satisfaction of any or all claims, demands, rights, and causes of action whatsoever kind and nature, arising from, and by reason of given rise to the above-captioned lawsuit; and
2. The Adversary Proceeding 23-04120 is hereby dismissed with prejudice.

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

[Updated November 2022]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)
[DEBTOR],) Case No. _____
Debtors.) Chapter [7]
_____)
[DEBTOR],)
Plaintiff,) Adversary Pro. _____
v.)
UNITED STATES DEPARTMENT)
OF EDUCATION, [et al.],)
Defendant[s].)
_____)

ATTESTATION OF [NAME] IN SUPPORT
OF REQUEST FOR STIPULATION CONCEDING
DISCHARGEABILITY OF STUDENT LOANS

I, [NAME], make this Attestation in support of my claim that excepting the student
loans described herein from discharge would cause an "undue hardship" to myself and my
dependents within the meaning of 11 U.S.C. §523(a)(8). In support of this Attestation, I state the
following under penalty of perjury:

I. PERSONAL INFORMATION

- 1. I am over the age of eighteen and am competent to make this Attestation.
2. I reside at _____ [address], in _____ County, [State].
3. My household includes the following persons (including myself):
_____ [full name] _____ [age] _____ [self]

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[Updated November 2022]

_____ [full name] _____ [age] _____ [relationship]

_____ [full name] _____ [age] _____ [relationship]

Questions four through nine request information related to your outstanding student loan debt and your educational history. The Department of Education will furnish this information to the Assistant United States Attorney (“AUSA”) handling your case, and it should be provided to you. If you agree that the information provided to you regarding your student loan debt and educational history is accurate, you may simply confirm that you agree, and these questions do not need to be completed. If you have not received the information from Education or the AUSA at the time you are completing this form, or if the information is not accurate, you may answer these questions based upon your own knowledge. If you have more than one student loan which you are seeking to discharge in this adversary proceeding, please confirm that the AUSA has complete and accurate information for each loan, or provide that information for each loan.

4. I confirm that the student loan information and educational history provided to me and attached to this Attestation is correct: YES / NO [If you answered “NO,” you must answer questions five through nine].

5. The outstanding balance of the student loan[s] I am seeking to discharge in this adversary proceeding is \$ _____.

6. The current monthly payment on such loan[s] is _____. The loan[s] are scheduled to be repaid in _____ [month and year] [OR] ____ My student loan[s] went into default in _____ [month and year].

7. I incurred the student loan[s] I am seeking to discharge while attending _____, where I was pursuing a _____ degree with a specialization in _____.

8. In _____ [month and year], I completed my course of study and received a _____ degree [OR] In _____ [month and year], I left my course of study and did not receive a degree.

[Updated November 2022]

9. I am currently employed as a _____. My employer’s name and address is _____ [OR] _____ I am not currently employed.

II. CURRENT INCOME AND EXPENSES

10. I do not have the ability to make payments on my student loans while maintaining a minimal standard of living for myself and my household. I submit the following information to demonstrate this:

A. **Household Gross Income**

11. My current monthly household **gross** income from all sources is \$ _____.¹

This amount includes the following monthly amounts:

- _____ my **gross** income from employment (if any)
- _____ my unemployment benefits
- _____ my Social Security Benefits
- _____ my _____
- _____ my _____
- _____ my _____
- _____ **gross** income from employment of other members of household
- _____ unemployment benefits received by other members of household
- _____ Social Security benefits received by other members of household
- _____ other income from any source received by other members of household

12. The current monthly household gross income stated above (select which applies):

¹ “Gross income” means your income before any payroll deductions (for taxes, Social Security, health insurance, etc.) or deductions from other sources of income. You may have included information about your gross income on documents previously filed in your bankruptcy case , including Form B 106I, Schedule I - Your Income (Schedule I). If you filed your Schedule I within the past 18 months and the income information on those documents has not changed, you may refer to that document for the income information provided here. If you filed Schedule I more than 18 months prior to this Attestation, or your income has changed, you should provide your new income information.

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[Updated November 2022]

_____ Includes a monthly average of the gross income shown on the most recent tax return[s] filed for myself and other members of my household, which are attached, and the amounts stated on such tax returns have not changed materially since the tax year of such returns; OR

_____ Represents an average amount calculated from the most recent two months of gross income stated on four (4) consecutive paystubs from my current employment, which are attached; OR

_____ My current monthly household gross income is not accurately reflected on either recent tax returns or paystubs from current employment, and I have submitted instead the following documents verifying current gross household income from employment of household members:

13. In addition, I have submitted _____ verifying the sources of income other than income from employment, as such income is not shown on [most recent tax return[s] or paystubs].

B. Monthly Expenses

14. My current monthly household expenses do not exceed the amounts listed below based on the number of people in my household for the following categories [Indicate “yes” if your expenses do not exceed the referenced amounts]:

(a) Living Expenses²

- i. Food YES / NO
\$431 (one person)

² The living expenses listed in Question 14 and 15 have been adopted from the Internal Revenue Service Collection Financial Standards “National Standards” and “Local Standards” for the year in which this form is issued. This form is updated annually to reflect changes to these expenses.

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

[Updated November 2022]

- \$779 (two persons)
\$903 (three persons)
\$1028 (four persons)
- ii. Housekeeping supplies YES / NO
\$40 (one person)
\$82 (two persons)
\$74 (three persons)
\$85 (four persons)
- iii. Apparel & Services YES / NO
\$99 (one person)
\$161 (two persons)
\$206 (three persons)
\$279 (four persons)
- iv. Personal care products and services YES / NO
(non-medical)
\$45 (one person)
\$82 (two persons)
\$78 (three persons)
\$96 (four persons)
- v. Uninsured medical costs YES / NO
\$75 (per individual under 65)
\$153 (per individual over 65)
- vi. Miscellaneous expenses YES / NO
not included elsewhere on this Attestation:
\$170 (one person)
\$306 (two persons)
\$349 (three persons)
\$412 (four persons)

(b) Households Greater Than Four Persons

If your household consists of more than four people, please provide your *total* expenses for the categories in Question 14(a): \$ _____

[If you filed a Form 122A-2 Chapter 7 Means Test or 122C-2 Calculation of Disposable Income in your bankruptcy case, you may refer to lines 6 and 7 of those forms for information.]³

³ Forms 122A-2 and 122C-2 are referred to collectively here as the “Means Test.” If you filed a Means Test in your bankruptcy case, you may refer to it for information requested here and in other expense categories below. If you did not file a Means Test, you may refer to your Schedule

[Updated November 2022]

(c) Excess Expenses

If your current monthly household expenses exceed the amounts listed above for any of the categories in Question 13(a) and you would like the AUSA to consider such additional expenses as necessary, you may list those expenses and explain the need for such expenses here.

15. My current monthly household expenses in the following categories are as follows:

(a) Payroll Deductions

i. Taxes, Medicare and Social Security \$ _____
[You may refer to line 16 of the Means Test or Schedule I, line 5]

ii. Contributions to retirement accounts \$ _____
[You may refer to line 17 of the Means Test or Schedule I, line 5]

Are these contributions required
as a condition of your employment? YES / NO

iii. Union dues \$ _____
[You may refer to line 17 of the Means Test or Schedule I, line 5]

iv. Life insurance \$ _____
[You may refer to line 18 of the Means Test or Schedule I, line 5]

Are the payments for a term policy
covering your life? YES / NO

v. Court-ordered alimony and child support \$ _____
[You may refer to line 19 of the Means Test or Schedule I, line 5]

I and Form 106J – Your Expenses (Schedule J) in the bankruptcy case, which may also list information relevant to these categories. You should only use information from these documents if your expenses have not changed since you filed them.

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

[Updated November 2022]

vi. Health insurance \$ _____
[You may refer to line 25 of the Means Test or Schedule I, line 5]

Does the policy cover any persons other than
yourself and your family members? YES / NO

vii. Other payroll deductions
_____ \$ _____
_____ \$ _____
_____ \$ _____

(d) Housing Costs⁴

i. Mortgage or rent payments \$ _____
ii. Property taxes (if paid separately) \$ _____
iii. Homeowners or renters insurance \$ _____
(if paid separately)
iv. Home maintenance and repair \$ _____
(average last 12 months' amounts)
v. Utilities (include monthly gas, electric \$ _____
water, heating oil, garbage collection,
residential telephone service,
cell phone service, cable television,
and internet service)

(e) Transportation Costs

i. Vehicle payments (itemize per vehicle) \$ _____
ii. Monthly average costs of operating vehicles \$ _____
(including gas, routine maintenance,
monthly insurance cost)
iii. Public transportation costs \$ _____

(f) Other Necessary Expenses

i. Court-ordered alimony and child support payments \$ _____
(if not deducted from pay)
[You may refer to line 19 of Form 122A-2 or 122C-2 or Schedule J, line 18]

⁴ You should list the expenses you actually pay in Housing Costs and Transportation Costs categories. If these expenses have not changed since you filed your Schedule J, you may refer to the expenses listed there, including housing expenses (generally on lines 4 through 6 of Schedule J) and transportation expenses (generally on lines 12, 15c and 17).

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[Updated November 2022]

- ii. Babysitting, day care, nursery and preschool costs \$ _____
[You may refer to line 21 of Form 122A-2 or 122C-2 or Schedule J, line 8]⁵

Explain the circumstances making it necessary
for you to expend this amount:

- iii. Health insurance \$ _____
(if not deducted from pay)
[You may refer to line 25 of the Means Test or Schedule J, line 15]

Does the policy cover any persons other than yourself and your family members? YES / NO

- iv. Life insurance \$ _____
(if not deducted from pay)
[You may refer to line 25 of the Means Test or Schedule J, line 15]

Are the payments for a term policy covering your life? YES / NO

- v. Dependent care (for elderly or disabled family members) \$ _____
[You may refer to line 26 of the Means Test or Schedule J, line 19]

Explain the circumstances making it necessary
for you to expend this amount:

⁵ Line 8 of Schedule J allows listing of expenses for “childcare and children’s education costs.” You should not list any educational expenses for your children here, aside from necessary nursery or preschool costs.

2024 CARIBBEAN INSOLVENCY SYMPOSIUM

[Updated November 2022]

vi. Payments on delinquent federal, state or local tax debt \$ _____
[You may refer to line 35 of the Means Test or Schedule J, line 17]

Are these payments being made pursuant to an agreement with the taxing authority? YES / NO

vii. Payments on other student loans I am not seeking to discharge \$ _____

viii. Other expenses I believe necessary for a minimal standard of living. \$ _____

Explain the circumstances making it necessary for you to expend this amount:

16. After deducting the foregoing monthly expenses from my household gross income, I have _____ [no, or amount] remaining income.

17. In addition to the foregoing expenses, I anticipate I will incur additional monthly expenses in the future for my, and my dependents', basic needs that are currently not met.⁶ These include the following:

⁶ If you have forgone expenses for any basic needs and anticipate that you will incur such expenses in the future, you may list them here and explain the circumstances making it necessary for you to incur such expenses.

[Updated November 2022]

III. FUTURE INABILITY TO REPAY STUDENT LOANS

18. For the following reasons, it should be presumed that my financial circumstances are unlikely to materially improve over a significant portion of the repayment period (answer all that apply):

- I am over the age of 65.
- The student loans I am seeking to discharge have been in repayment status for at least 10 years (excluding any period during which I was enrolled as a student).
- I did not complete the education for which I incurred the student loan[s].
- I have a permanent disability or chronic injury which renders me unable to work or limits my ability to work.

Describe the disability or injury and its effects on your ability to work, and indicate whether you receive any governmental benefits attributable to this disability or injury:

- I have been unemployed for at least five of the past ten years.

Please explain your efforts to obtain employment.

19. For the following additional reasons, my financial circumstances are unlikely to materially improve over a significant portion of the repayment period (answer all that apply):

- I incurred student loans I am seeking to discharge in pursuit of a degree I was unable to complete for reasons other than the closure of the educational institution.

Describe your reasons for being unable to complete the degree:

[Updated November 2022]

___ I am not currently employed.

___ I am currently employed, but I am unable to obtain employment in the field for which I am educated or have received specialized training.

Describe reasons for inability to obtain such employment, and indicate if you have ever been able to obtain such employment:

___ I am currently employed, but my income is insufficient to pay my loans and unlikely to increase to an amount necessary to make substantial payments on the student loans I am seeking to discharge.

Please explain why you believe this is so:

___ Other circumstances exist making it unlikely I will be able to make payments for a significant part of the repayment period.

Explain these circumstances: _____

[Updated November 2022]

IV. PRIOR EFFORTS TO REPAY LOANS

20. I have made good faith efforts to repay the student loans at issue in this proceeding, including the following efforts:

21. Since receiving the student loans at issue, I have made a total of \$_____ in payments on the loans, including the following:

____ regular monthly payments of \$_____ each.

____ additional payments, including \$_____, \$_____, and \$_____.

22. I have received ____ forbearances or deferments, for a period totaling ____ months.

23. I have attempted to contact the company that services or collects on my student loans or the Department of Education at least _____ times.

24. I have sought to enroll in one or more “Income Deferred Repayment Programs” or similar repayment programs offered by the Department of Education, including the following:

Description of efforts:

25. [If you did not enroll in such a program]. I have not enrolled in an “Income Deferred Repayment Program” or similar repayment program offered by the Department of Education for the following reasons:

[Updated November 2022]

26. Describe any other facts indicating you have acted in good faith in the past in attempting to repay the loan, including efforts to obtain employment, maximize your income, or minimize your expenses:

V. CURRENT ASSETS

27. I own the following parcels of real estate:

Address: _____

Owners:⁷ _____

Fair market value: _____

⁷ List by name all owners of record (self and spouse, for example)

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Total balance of mortgages and other liens. _____

28. I own the following motor vehicles:

Make and model: _____

Fair market value: _____

Total balance of Vehicle loans And other liens _____

29. I hold a total of _____ in retirement assets, held in 401k, IRA and similar retirement accounts.

30. I own the following interests in a corporation, limited liability company, partnership, or other entity:

Name of entity	State incorporated ⁸	Type ⁹ and %age Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

31. I currently am anticipating receiving a tax refund totaling \$_____.

VI. ADDITIONAL CIRCUMSTANCES

32. I submit the following circumstances as additional support for my effort to discharge my student loans as an “undue hardship” under 11 U.S.C. §523(a)(8):

⁸ The state, if any, in which the entity is incorporated. Partnerships, joint ventures and some other business entities might not be incorporated.

⁹ For example, shares, membership interest, partnership interest.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Name: _____

Date: _____

Faculty

Robert B. Branson is an attorney with BransonLaw, PLLC in Orlando, Fla., who has focused on consumer and small business bankruptcy rights for more than 30 years. He is a member of the Central Florida Bankruptcy Law Association and former chair of the Orange County Bankruptcy Committee. Mr. Branson is a mediator with the U.S. Bankruptcy Court and has performed more than 600 mortgage mediations. As debtor's counsel, he has completed more than 500 mortgage modifications since the program's inception. Mr. Branson spoke at the National Bankruptcy Judge Conference in 2016 and 2018, at ABI's Annual Spring Meeting in 2015 and at ABI's Southeast Bankruptcy Workshop in 2016 and Paskay Memorial Conference in 2019, and at the National Association of Chapter Thirteen Trustees Annual Conference in 2014. His firm also assisted with the formation of the Middle District of Florida, Orlando Division *Pro Se* Clinic. Mr. Branson served in the U.S. Army from 1978-83. He received his B.A. from the University of Central Florida in 1985 and his J.D. from the University of Florida College of Law in 1988.

Hon. Robert A. Mark is a U.S. Bankruptcy Judge for the Southern District of Florida in Miami, appointed in 1990, and he served as Chief Judge from 1999-2006. Prior to his appointment to the bench, Judge Mark was head of the bankruptcy department of the Miami firm of Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, PA. He is a frequent speaker at international programs sponsored by INSOL, III, IWIRC and ABI, and he has served for several years as the co-judicial chair of the ABI's Caribbean Insolvency Symposium. Judge Mark is a Fellow of the American College of Bankruptcy and an author for *Collier on Bankruptcy*. His community activities include participation in a program that offers internships to minority law students, and participation in financial education programs for high school students through the Bankruptcy Bar Association's CARE program, which teaches students about the dangers of credit card abuse. Judge Mark is a graduate of Boalt Hall School of Law, University of California at Berkeley.

Jessica E. Mendez Colberg is a capital partner and vice president with Bufete Emmanuelli, C.S.P. in Ponce, P.R., where her practice involves civil litigation with a concentration on labor rights and consumer protection. Her focus areas extend to bankruptcy law, and she specializes in student loan law. Since 2016, Ms. Mendez Colberg has been deeply involved in litigation concerning the Puerto Rico Oversight, Management and Economic Stability Act and Management (PROMESA). She has been at the forefront of the legal challenges against PROMESA and the Oversight Board, defending the rights of unions, retirement systems and other disadvantaged groups that have been adversely affected by the law and the austerity measures imposed by the Oversight Board. Her advocacy led her to become the first and youngest Puerto Rican woman to present oral argument before the Supreme Court of the United States in October 2019. Ms. Mendez Colberg is certified in Conflict Mediation and is admitted to practice in the federal court for the District of Puerto Rico, the U.S. Court of Appeals for the First Circuit and the U.S. Supreme Court. She has authored several law review articles on matters of civil procedure, torts and evidence, and newspaper articles on consumer protection, with a particular focus on student loans and bankruptcy, as well as other social justice issues. She also dedicates her time to supporting and empowering women entrepreneurs as a *pro bono* speaker for the Center for Puerto Rico, Sila M. Calderón Foundation. Within the Puerto Rico Bar Association, Ms. Mendez Colberg has served as the Delegate from Ponce on its board of directors for the past eight

years, and she is an active member of various commissions, including those on Labor Rights, Consumer Protection, Bankruptcy and Young Lawyers. She received both her M.B.A. *summa cum laude* and her J.D. from the Pontifical Catholic University of Puerto Rico School of Law.

Brandon S. Sherman is a counsel with Saul Ewing LLP in Washington, D.C., and devotes his practice to advising institutions of higher education, accreditation agencies, and educational companies that support their missions. Drawing on a combination of legal experience from private practice and government roles at the U.S. Department of Education, his experience includes advising institutions on U.S. Department of Education regulations, state authorization, cybersecurity, anti-discrimination laws, marketing and advertising practices, and accreditation. Mr. Sherman applies his experience at the U.S. Department of Education to help clients resolve complex regulatory and enforcement challenges. He also served as senior counsel to the Deputy Secretary of the Department, a role that included advising on terminations of institutions' eligibility to participate in Title IV programs and actions to fine them. Mr. Sherman assists institutions that are seeking accreditation and state authorization approvals. He also provides periodic reviews to help them maintain their status, and he counsels accrediting agencies on the development and application of accrediting standards and procedures, federal regulations and appeal proceedings. His work in this area is informed by his U.S. Education Department experience, where he served on its higher education accreditation reform committee and explored changes to federal regulatory requirements. He also drafted decisions concerning the recognition of accrediting agencies and state approval agencies. Mr. Sherman prepares reports and provides advice to institutions concerning compliance with the Federal Trade Commission's (FTC) prohibition on unfair and deceptive marketing practices. In addition, he advises both school owners and investors on regulatory issues institutions when they are contemplating mergers, acquisitions and other educational investments. Mr. Sherman's familiarity with cybersecurity and privacy issues stems from his work coordinating and developing the U.S. Department of Education's Campus Cybersecurity Program and advising senior staff on cybersecurity legal and policy considerations. He advises institutions on privacy and cybersecurity requirements applicable to institutions, particularly under the Program Participation Agreement, the Gramm Leach Bliley Act and the Family Educational Rights Privacy Act. When institutions face allegations of discrimination under Title VI, Title IX and Section 504, he represents them in investigations by the U.S. Department of Education Office for Civil Rights (OCR), and he conducts training for staff and students. Mr. Sherman is a frequent speaker at conferences on issues relating to federal higher education policy, marketing and advertising practices, restructuring of institutions' operations, accreditation, Title IX and cybersecurity. He received his B.A. *cum laude* in 2001 from York College and his J.D. in 2004 from Michigan State University College of Law.