

## SECTION 9: DEFINITIONS (CONTINUED)

### DEFINITIONS FOR THE REPAYE PLAN:

The **Revised Pay As You Earn (REPAYE) plan** is a repayment plan with monthly payments that are generally equal to 10% of your discretionary income, divided by 12.

**Discretionary income for the REPAYE plan** is the amount by which your income exceeds 150% of the poverty guideline amount.

**Eligible loans for the REPAYE plan** are Direct Loan Program loans other than: (1) a loan that is in default, (2) a Direct PLUS Loan made to a parent borrower, or (3) a Direct Consolidation Loan that repaid a Direct or Federal PLUS Loan made to a parent borrower.

### DEFINITIONS FOR THE PAYE PLAN:

The **Pay As You Earn (PAYE) plan** is a repayment plan with monthly payments that are generally equal to 10% of your discretionary income, divided by 12.

**Discretionary income for the PAYE plan** is the amount by which your income exceeds 150% of the poverty guideline amount.

**Eligible loans for the PAYE plan** are Direct Loan Program loans other than: (1) a loan that is in default, (2) a Direct PLUS Loan made to a parent borrower, or (3) a Direct Consolidation Loan that repaid a Direct or Federal PLUS Loan made to a parent borrower.

You are a **new borrower for the PAYE plan** if: (1) you have no outstanding balance on a Direct Loan or FFEL Program loan as of October 1, 2007 or have no outstanding balance on a Direct Loan or FFEL Program loan when you obtain a new loan on or after October 1, 2007, and (2) you receive a disbursement of an eligible loan on or after October 1, 2011, or you receive a Direct Consolidation Loan based on an application received on or after October 1, 2011.

### DEFINITIONS FOR THE IBR PLAN:

The **Income-Based Repayment (IBR) plan** is a repayment plan with monthly payments that are generally equal to 15% (10% if you are a new borrower) of your discretionary income, divided by 12.

**Discretionary income for the IBR plan** is the amount by which your adjusted gross income exceeds 150% of the poverty guideline amount.

**Eligible loans for the IBR plan** are Direct Loan and FFEL Program loans other than: (1) a loan that is in default, (2) a Direct or Federal PLUS Loan made to a parent borrower, or (3) a Direct or Federal Consolidation Loan that repaid a Direct or Federal PLUS Loan made to a parent borrower.

You are a **new borrower for the IBR plan** if (1) you have no outstanding balance on a Direct Loan or FFEL Program loan as of July 1, 2014 or (2) have no outstanding balance on a Direct Loan or FFEL Program loan when you obtain a new loan on or after July 1, 2014.

### DEFINITIONS FOR THE ICR PLAN:

The **Income-Contingent Repayment (ICR) plan** is a repayment plan with monthly payments that are the lesser of (1) what you would pay on a repayment plan with a fixed monthly payment over 12 years, adjusted based on your income or (2) 20% of your discretionary income divided by 12.

**Discretionary income for the ICR plan** is the amount by which your adjusted gross income exceeds the poverty guideline amount for your state of residence and family size.

**Eligible loans for the ICR plan** are Direct Loan Program loans other than: (1) a loan that is in default, (2) a Direct PLUS Loan made to a parent borrower, or (3) a Direct PLUS Consolidation Loan (based on an application received prior to July 1, 2006 that repaid Direct or Federal PLUS Loans made to a parent borrower). However, a Direct Consolidation Loan made based on an application received on or after July 1, 2006 that repaid a Direct or Federal PLUS Loan made to a parent borrower is eligible for the ICR plan.



## SECTION 10: INCOME-DRIVEN PLAN ELIGIBILITY REQUIREMENTS AND GENERAL INFORMATION

**Table 1. Income-Driven Plan Eligibility Requirements and General Information**

| Plan Feature                                | REPAYE   | PAYE   | IBR  | ICR  |
|---|--|--|--|--|
| <b>Payment Amount</b>                       | Generally, 10% of discretionary income.  | Generally, 10% of discretionary income.  | Never more than 15% of discretionary income.   | Lesser of 20% of discretionary income or what you would pay under a repayment plan with fixed payments over 12 years, adjusted based on your income.   |
| <b>Cap on Payment Amount</b>                | None. Your payment may exceed what you would have paid under the 10-year standard repayment plan.  | What you would have paid under the 10-year standard repayment plan when you entered the plan.  | What you would have paid under the 10-year standard repayment plan when you entered the plan.  | None. Your payment may exceed what you would have paid under the 10-year standard repayment plan.  |
| <b>Married Borrowers</b>                    | Your payment will be based on the combined income and loan debt of you and your spouse regardless of whether you file a joint or separate Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information.   | Your payment will be based on the combined income and loan debt of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information. | Your payment will be based on the combined income and loan debt of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information. | Your payment will be based on the combined income of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information. |
| <b>Borrower Responsibility for Interest</b> | On subsidized loans, you do not have to pay the difference between your monthly payment amount and the interest that accrues for your first 3 consecutive years in the plan. On unsubsidized loans during all periods, you only have to pay half the difference between your monthly payment amount and the interest that accrues.                                   | On subsidized loans, you do not have to pay the difference between your monthly payment amount and the interest that accrues for your first 3 consecutive years in the plan.   | On subsidized loans, you do not have to pay the difference between your monthly payment amount and the interest that accrues for your first 3 consecutive years of in the plan.  | You are responsible for paying all of the interest that accrues.   |
| <b>Forgiveness Period</b>                   | If you only have eligible loans that you received for undergraduate study, any remaining balance is forgiven after 20 years of qualifying repayment. If you have any eligible loans that you received for graduate or professional study, any remaining balance is forgiven after 25 years of qualifying repayment on all of your loans. Forgiveness may be taxable. | Any remaining balance is forgiven after 20 years of qualifying repayment, and may be taxable.  | Any remaining balance is forgiven after no more than 25 years of qualifying repayment, and may be taxable.   | Any remaining balance is forgiven after 25 years of qualifying repayment, and may be taxable   |



# SECTION 10: INCOME-DRIVEN PLAN ELIGIBILITY REQUIREMENTS AND GENERAL INFORMATION

| Plan Feature                            | REPAYE  | PAYE  | IBR  | ICR   |
|---|---|---|--|---|
| <b>Income Eligibility</b>               | None.   | You must have a "partial financial hardship".   | You must have a "partial financial hardship".  | None.   |
| <b>Borrower Eligibility</b>             | You must be a Direct Loan borrower with eligible loans.   | You must be a "new borrower" with eligible Direct Loans.  | You must be a Direct Loan or FFEL borrower with eligible loans.  | You must be a Direct Loan borrower with eligible loans.   |
| <b>Recertify Income and Family Size</b> | Annually. Failure to submit documentation by the deadline will result in capitalization of interest and increasing your payment to ensure that your loan is paid in full over the lesser of 10 or the remainder of 20 or 25 years.  | Annually. Failure to submit documentation by the deadline may result in the capitalization of interest and will increase the payment amount to the 10-year standard payment amount.   | Annually. Failure to submit documentation by the deadline will result in the capitalization of interest and increase in payment amount to the 10-year standard payment amount.               | Annually. Failure to submit documentation by the deadline will result in the recalculation of your payment amount to be the 10-year standard payment amount.  |
| <b>Leaving the Plan</b>                 | At any time, you may change to any other repayment plan for which you are eligible.   | At any time, you may change to any other repayment plan for which you are eligible.   | If you want to leave the plan, you will be placed on the standard repayment plan. You may not change plans until you have made one payment under that plan or a reduced-payment forbearance. | At any time, you may change to any other repayment plan for which you are eligible.   |
| <b>Interest Capitalization</b>          | Interest is capitalized when you are removed from the plan for failing to recertify your income by the deadline or when you voluntarily leave the plan.   | If you are determined to no longer have a "partial financial hardship" or if you fail to recertify your income by the deadline, interest is capitalized until the outstanding principal balance on your loans is 10% greater than it was when you entered the plan. It is also capitalized if you leave the plan. | If you are determined to no longer have a "partial financial hardship", fail to recertify your income by the deadline, or leave the plan, interest is capitalized.                           | Interest that accrues when your payment amount is less than accruing interest on your loans is capitalized annually until the outstanding principal balance on your loans is 10% greater than it was when your loans entered repayment. |
| <b>Re-Entering the Plan</b>             | Your loan holder will compare the total of what you would have paid under REPAYE to the total amount you were required to pay after you left REPAYE. If the difference between the two shows that you were required to paid less by leaving REPAYE, your new REPAYE payment will be increased. The increase is equal to the difference your loan holder calculated, divided by the number of months remaining in the 20- or 25-year forgiveness period. | You must again show that you have a "partial financial hardship".   | You must again show that you have a "partial financial hardship".  | No restrictions.  |

## SECTION 11: SAMPLE PAYMENT AMOUNTS

The tables below provide repayment estimates under the traditional and income-driven repayment plans. These figures are estimates based on an interest rate of 6%, the average Direct Loan interest rate for undergraduate and graduate borrowers. The figures also assume a family size of 1, that you live in the continental U.S., and that your income increases 5% each year. Various factors, including your interest rate, your loan debt, your income, if and how quickly your income rises, and when you started borrowing may cause your repayment to differ from the estimates shown in these tables. These figures use the 2016 Poverty Guidelines and Income Percentage Factors.

**Table 2. Non-Consolidation, Undergraduate Loan Debt of \$30,000 in Direct Unsubsidized Loans and Starting Income of \$25,000**

| Repayment Plan            | Initial Payment | Final Payment | Time in Repayment   | Total Paid | Loan Forgiveness |
|---------------------------|-----------------|---------------|---------------------|------------|------------------|
| <b>Standard</b>           | \$333           | \$333         | 10 years            | \$33,967   | N/A              |
| <b>Graduated</b>          | \$190           | \$571         | 10 years            | \$42,636   | N/A              |
| <b>Extended-Fixed</b>     | Ineligible      | -             | -                   | -          | -                |
| <b>Extended-Graduated</b> | Ineligible      | -             | -                   | -          | -                |
| <b>PAYE</b>               | \$60            | \$296         | 20 years            | \$38,105   | \$27,823         |
| <b>REPAYE</b>             | \$60            | \$296         | 20 years            | \$38,105   | \$24,253         |
| <b>IBR</b>                | \$90            | \$333         | 21 years, 10 months | \$61,006   | \$0              |
| <b>ICR</b>                | \$195           | \$253         | 19 years, 6 months  | \$52,233   | \$0              |

**Table 3. Non-Consolidation, Graduate Loan Debt of \$60,000 in Direct Unsubsidized Loans and Starting Income of \$40,000**

| Repayment Plan            | Initial Payment | Final Payment | Time in Repayment  | Total Paid | Loan Forgiveness |
|---------------------------|-----------------|---------------|--------------------|------------|------------------|
| <b>Standard</b>           | \$666           | \$666         | 10 years           | \$79,935   | N/A              |
| <b>Graduated</b>          | \$381           | \$1,143       | 10 years           | \$85,272   | N/A              |
| <b>Extended-Fixed</b>     | \$437           | \$437         | 25 years           | \$130,974  | N/A              |
| <b>Extended-Graduated</b> | \$300           | \$582         | 25 years           | \$126,168  | N/A              |
| <b>PAYE</b>               | \$185           | \$612         | 20 years           | \$87,705   | \$41,814         |
| <b>REPAYE</b>             | \$185           | \$816         | 25 years           | \$131,444  | \$0              |
| <b>IBR</b>                | \$277           | \$666         | 18 years, 3 months | \$107,905  | \$0              |
| <b>ICR</b>                | \$469           | \$588         | 13 years, 9 months | \$89,468   | \$0              |



## SECTION 12: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq. and 20 U.S.C. 1087a et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0102. Public reporting burden for this collection of information is estimated to average 20 minutes (0.33 hours) per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 682.215, 685.209, or 685.221.

**If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 7).**



# Exhibit 16



ART HERE  
FURTHER  
ERAL STUDENT AID

## National Student Loan Data System (NSLDS) for Stu

information from many sources. Changes to the data are made by those sources. Collecting the data into one central location such as NSLDS gives  
ves you time. If for any reason you disagree with the information reported to NSLDS, please contact one or more of the sources of your data listed  
is site. The Department is also available as a resource at 1-800-4FEDAID if you need additional assistance. Your comments and corrections will help  
LDS provides.

Your enrollment status is WITHDRAWN, effective 03/28/2008.

### Loans

| Loan            | Loan Amount | Loan Date  | Disbursed Amount | Canceled Amount | Outstanding Principal | Outstanding Interest |
|-----------------|-------------|------------|------------------|-----------------|-----------------------|----------------------|
| RD UNSUBSIDIZED | \$4,000     | 10/19/2007 | \$4,000          | \$0             | \$4,799               | \$326                |
| RD SUBSIDIZED   | \$3,500     | 10/19/2007 | \$3,500          | \$0             | \$3,760               | \$9                  |
| NSUBSIDIZED     |             |            |                  |                 | \$4,799               | \$326                |
| UBSIDIZED       |             |            |                  |                 | \$3,760               | \$9                  |
|                 |             |            |                  |                 | \$8,559               | \$335                |

### Grants

| Year | Type Of Grant:     | School                     | Scheduled Amount |
|------|--------------------|----------------------------|------------------|
| 2008 | FEDERAL PELL GRANT | CALIBER TRAINING INSTITUTE | \$4,310          |
|      |                    |                            | \$4,310          |

these pages reflects the most current data in the NSLDS database. The data contained on this site is for general information purposes and should  
eligibility, loan payoffs, overpayment status, or tax reporting. Please consult the Financial Aid Officer at your school or the specific holder of your  
ion.



START HERE  
TO FURTHER  
FEDERAL STUDENT AID

## National Student Loan Data System (NSLDS) for Stu

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this site. The Department is also available as a resource at 1-800-4FEDAID if you need additional assistance. Your comments and corrections will help  
NSLDS provides.

ation for [REDACTED] Your enrollment status is WITHDRAWN, effective 03/28/2008.

AFFORD UNSUBSIDIZED  
attending the CALIBER TRAINING INSTITUTE

ment: 09/29/2008  
Date: 09/17/2007  
te: 06/06/2008

| Amounts and Dates                |  |                                 |   |                  |                    |                  |
|----------------------------------|--|---------------------------------|---|------------------|--------------------|------------------|
| Outstanding<br>Principal Balance | Outstanding<br>Principal Balance As<br>of Date | Outstanding<br>Interest Balance | Outstanding<br>Interest Balance As<br>of Date | Interest<br>Rate | Canceled<br>Amount | Canceled<br>Date |
| 799                              | 10/31/2011                                     | \$326                           | 10/31/2011                                    | FIXED            | \$0                |                  |

| Disbursement(s) and Status(es) |                     |             |                    |                       |
|--------------------------------|---------------------|-------------|--------------------|-----------------------|
| te                             | Disbursement Amount | Loan Status | Status Description | Status Effective Date |
|                                | \$2,000             | RP          | IN REPAYMENT       | 09/30/2008            |
|                                | \$2,000             | IG          | IN GRACE PERIOD    | 03/29/2008            |
|                                |                     | IA          | LOAN ORIGINATED    | 10/19/2007            |

| Servicer/Lender/Guaranty Agency Information |  |
|---|--|
|   | <b>Contact</b><br>ACS<br>ATTN: BORROWER SERVICES DEPARTMENT<br>P.O. BOX 7051<br>UTICA<br>NY 135047051<br>800-835-4611<br><a href="https://www.afsa.com/ffel/feedback_ssl.html">HTTPS://WWW.AFSA.COM/FFEL/FEEDBACK_SSL.HTML</a> |
|   | WELLS FARGO BANK, N.A.<br>301 EAST 58TH STREET NORTH<br>P.O. BOX 5185<br>SIOUX FALLS<br>SD 571040422<br>800-658-3567<br><a href="http://www.studentloans@wellsfargo.com">www.studentloans@wellsfargo.com</a>                   |
| y Agency:                                   | NATIONAL STUDENT LOAN PROGRAM<br>1300 O ST<br>LINCOLN<br>NE 68508<br>800-735-8778 Ext: 6300<br><a href="mailto:nsipcs@NSLP.ORG">nsipcs@NSLP.ORG</a>  |

on these pages reflects the most current data in the NSLDS database. The data contained on this site is for general information purposes and should  
line eligibility, loan payoffs, overpayment status, or tax reporting. Please consult the Financial Aid Officer at your school or the specific holder of your  
nation.

# Exhibit 17



**Ombudsman Group**  
**Privacy Release Statement & Third Party Authorization**

*Please fill out all pertinent information. Please print clearly:*

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
(area code) (area code) (area code)

E-mail: \_\_\_\_\_

Soc. Sec.#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

What is the best way to contact you? \_\_\_\_\_

Please briefly describe your issues:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*My signature on this page allows representatives of the United States Department of Education's Federal Student Aid Ombudsman Group, to obtain, under the "Right to Privacy Act of 1974," any information requested and to examine and/or copy any records related to my Federal Student Aid. **Third (3<sup>rd</sup>)-Party Authorization:** My signature below also authorizes the third party listed below to contact the Ombudsman Group on my behalf to discuss any and all issues regarding my Federal Student Aid.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Third (3<sup>rd</sup>) Party Signature

\_\_\_\_\_  
Date

3<sup>rd</sup> Party Name: \_\_\_\_\_ Relationship To You: \_\_\_\_\_

3<sup>rd</sup> Party Address: \_\_\_\_\_ 3<sup>rd</sup> Party City/State/Zip Code: \_\_\_\_\_

3<sup>rd</sup> Party E-mail address: \_\_\_\_\_ 3<sup>rd</sup> Party Work Phone: \_\_\_\_\_

3<sup>rd</sup> Party Home Phone: \_\_\_\_\_ 3<sup>rd</sup> Party Cell Phone: \_\_\_\_\_ Preferred Contact Method: \_\_\_\_\_

.....

**Return this form to: Ombudsman Group, U.S. Department of Education, 4<sup>th</sup> Floor, UCP-3, MS: 5144, 830 First Street, N.E. Washington, DC 20202-5144. You may fax the completed form to 202/275-0549. If you have any questions, please call 202/377-3800.**



# United States Department of Education

## Certification of Identity & Authorization to Disclose Personal Information

**Privacy Act Statement.** Department regulations require a person who submits a written request for access or disclosure of records to submit personal data sufficient to identify the individual submitting the request. 34 C.F.R. Section 5b.5(b). We solicit the information requested here in order to ensure that the records of individuals who are the subject of Department systems of records are not wrongfully disclosed by the Department. If you fail to furnish this information we will take no action to honor your request. Required information is indicated in CAPS.

FULL NAME OF REQUESTER: [PLEASE PRINT] \_\_\_\_\_

ADDRESS: [STREET] \_\_\_\_\_

[CITY] \_\_\_\_\_ [STATE] \_\_\_\_\_ [ZIP] \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

SOCIAL SECURITY NUMBER: <sup>1</sup> \_\_\_\_\_ DATE OF BIRTH: [MM/DD/YY] \_\_\_\_\_

## Authorization to Disclose Personal Information to Another Person

I authorize the Department of Education and its agents to release to, and discuss with, the individual named below as my representative, any records of the Department regarding my student financial assistance loan or grant obligation(s) to the Department, for the purpose of assisting me in satisfying the obligation:

FULL NAME OF REPRESENTATIVE: \_\_\_\_\_

ADDRESS: [STREET] \_\_\_\_\_

[CITY] \_\_\_\_\_ [STATE] \_\_\_\_\_ [ZIP] \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ [Relationship To Requester] \_\_\_\_\_

I authorize the Department to honor this authorization unless and until I revoke it in a written notice and the designated office of the Department receives that notice. I understand that whenever requesting disclosure of information, the representative named here must submit information to verify his or her identity.

I UNDERSTAND THAT IN ORDER TO VERIFY HIS OR HER IDENTITY WHEN MAKING A REQUEST FOR DISCLOSURE BY TELEPHONE, THE REPRESENTATIVE MAY BE REQUIRED TO PROVIDE MY SSN, DOB, AND THE DATE ON WHICH I SIGNED THIS AUTHORIZATION.

I declare under penalty of perjury that I am the person named above as the requester, that I authorize release to the individual named as representative, and that the statements I provided here are true and accurate. I understand that any false statement is subject to punishment under 18 U.S.C. Section 1001 by fine or imprisonment of not more than five years, and that a knowing and willful request made under false pretenses for a record of an individual is subject to punishment under 5 U.S.C. Section 552a(i)(3) by a fine of up to \$5000.

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

<sup>1</sup> You are not required to provide your SSN or DOB. However, we ask you to provide your SSN and DOB only to facilitate the identification of records relating to you, and unless you provide your SSN and DOB, we may be unable to locate any or all records pertaining to you.

Completed authorizations should be mailed to:

US DEPARTMENT OF EDUCATION  
PO BOX 5609  
GREENVILLE TX 75403-5609



# Exhibit 18

# Income-Driven Repayment Plans for Federal Student

## What is an income-driven repayment plan?

An income-driven repayment plan is a repayment plan that sets your monthly student loan payment at an amount that is intended to fit your income and family size. The U.S. Department of Education offers four income-driven repayment plans: Revised Pay As You Earn Repayment Plan (REPAYE Plan), Pay As You Earn Repayment Plan (PAYE Plan), Income-Based Repayment Plan (IBR Plan), and Income-Contingent Repayment Plan (ICR Plan). All federal student loans are eligible for at least one income-driven repayment plan.

## How are monthly payment amounts determined under income-driven repayment plans?

The chart below shows how payment amounts are determined under each income-driven plan. Depending on your income and family size, you may not have to make a monthly payment at all. You can estimate your payments under these plans using the *Repayment Estimator* at [StudentAid.gov/repayment](http://StudentAid.gov/repayment).

| Repayment Plan | Payment Amount   |
|----------------|--|
| REPAYE Plan    | Generally 10 percent of your discretionary income  |
| PAYE Plan      | Generally 10 percent of your discretionary income, but never more than the 10-year Standard Repayment Plan amount  |
| IBR Plan       | Generally 10 percent of your discretionary income if you are a new borrower on or after July 1, 2014*, but never more than the 10-year Standard Repayment Plan amount<br>Generally 15 percent of your discretionary income if you are not a new borrower on or after July 1, 2014*, but never more than the 10-year Standard Repayment Plan amount |
| ICR Plan       | The lesser of the following: <ul style="list-style-type: none"><li>• 20 percent of your discretionary income or</li><li>• what you would pay on a repayment plan with a fixed payment over the course of 12 years, adjusted according to your income</li></ul>   |

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## Sample Payment Amounts

The tables below provide repayment estimates under the traditional and income-driven repayment plans. These figures are estimates based on a 6% interest rate, the average Direct Loan interest rate for undergraduate and graduate borrowers. The figures also assume a family size of 1, the federal poverty level for the U.S., and that your income increases 5% each year. Various factors, including your interest rate, your loan debt, your income, and your family size, may cause your repayment to differ from the estimates shown in these tables. These figures use the 2015 Poverty Guidelines published by the Department of Health and Human Services and Income Percentage Factors issued by the U.S. Department of Education.

### Undergraduate Loan Debt\* of \$30,000 in Direct Unsubsidized Loans and Starting Income of \$25,000

| Repayment Plan             | Initial Payment | Final Payment | Time in Repayment  | Total Paid | Loan Forgiveness |
|----------------------------|-----------------|---------------|--------------------|------------|------------------|
| Standard                   | \$333           | \$333         | 10 years           | \$39,967   | N/A              |
| Graduated                  | \$190           | \$571         | 10 years           | \$42,636   | N/A              |
| Extended-Fixed             | Ineligible      | N/A           | N/A                | N/A        | N/A              |
| Extended-Graduated         | Ineligible      | N/A           | N/A                | N/A        | N/A              |
| REPAYE                     | \$61            | \$299         | 20 years           | \$38,714   | \$23,672         |
| PAYE & IBR (new borrowers) | \$61            | \$299         | 20 years           | \$38,714   | \$27,164         |
| IBR (not new borrowers)    | \$92            | \$333         | 21 years, 6 months | \$60,441   | \$0              |
| ICR                        | \$197           | \$255         | 19 years, 2 months | \$51,838   | \$0              |

### Combined Undergraduate & Graduate Direct Unsubsidized Loans and Starting Income of \$25,000

| Repayment Plan             | Initial Payment | Final Payment | Repayment Period    |
|----------------------------|-----------------|---------------|---------------------|
| Standard                   | \$666           | \$666         | 10 years            |
| Graduated                  | \$381           | \$1,143       | 10 years            |
| Extended-Fixed             | \$387           | \$387         | 25 years            |
| Extended-Graduated         | \$300           | \$582         | 25 years            |
| REPAYE                     | \$186           | \$819         | 24 years, 11 months |
| PAYE & IBR (new borrowers) | \$186           | \$615         | 20 years            |
| IBR (not new borrowers)    | \$279           | \$666         | 18 years, 1 month   |
| ICR                        | \$471           | \$586         | 13 years, 1 month   |

\* Loan debt does not include any consolidation loans.

## How long will I be in repayment under each plan?

Under all four plans, any remaining loan balance is forgiven if your federal student loans aren't fully repaid at the end of the repayment period. For the income-driven repayment plan, periods of economic hardship deferment and periods of repayment under certain other repayment plans will also count toward your repayment period. Whether you will have a balance left to be forgiven at the end of your repayment period depends on a number of factors, including how quickly your income rises and how large your income is relative to your debt. Because of these factors, you may fully repay your loans during your repayment period.

| Repayment Plan | Repayment Period  |
|----------------|---|
| REPAYE Plan    | 20 years if all loans you are repaying under the plan were for undergraduate study<br>25 years if any loans you are repaying under the plan were for graduate or professional study |
| PAYE Plan      | 20 years  |
| IBR Plan       | 20 years if you are a new borrower on or after July 1, 2014<br>25 years if you are not a new borrower on or after July 1, 2014  |
| ICR Plan       | 25 years  |

**Note:** For the income-driven repayment plans, you must be eligible for the plan. Forgive your loans if you are not a new borrower on or after July 1, 2014. Visit [StudentAid.gov](#) to learn more.

## Who is eligible for income-driven repayment?

### REPAYE Plan

Any borrower with eligible federal student loans may make payments under this plan.

### PAYE and IBR Plans

Each of these plans has an eligibility requirement you must meet to qualify for the plan. To qualify, the payment you would be required to pay under the PAYE or IBR plan (based on your income and family size) must be less than what you would pay under the Standard Repayment Plan for the same repayment period.

If the amount you would have to pay under the PAYE or IBR plan (based on your income and family size) is more than what you would pay under the 10-year Standard Repayment Plan, you wouldn't benefit from having your monthly payment amount based on your income, so you wouldn't qualify for the plan. You'll meet this requirement if your federal student loan debt is higher than your discretionary income or represents a significant portion of your income.

In addition to meeting the requirement described above, to qualify for the PAYE Plan you must also be a new borrower as of Oct. 1, 2011. You're a new borrower if you had no outstanding balance on a federal student loan when you received a Direct Loan or FFEL Program loan on or after Oct. 1, 2007.



## ICR Plan

Any borrower with eligible federal student loans may make payments under this plan

### Will I always pay the same amount each month under an income-driven repayment plan?

No. Under all of the income-driven repayment plans, your required monthly payment amount may increase or decrease if your income changes from year to year. Each year you must “recertify” your income and family size. This means that you must provide your loan servicer with your income and family size information so that your servicer can recalculate your payment. You must do this even if there has been no change in your income or family size.

Your loan servicer will send you a reminder notice when it's time for you to recertify. To recertify, you must submit another income-driven repayment application. On the application, you'll be asked to select the reason you're submitting the application. Respond that you are submitting the application for the annual recalculation of your payment amount.

Although you're required to recertify your income and family size only once each year, if your income or family size changes significantly between certification dates (for example, due to loss of employment), you can submit updated information and ask your servicer to recalculate your payment amount any time. To do this, submit a new application for an income-driven repayment plan. When asked to select the reason for submitting the application, respond that you are submitting documentation early because you want your servicer to recalculate your payment immediately.

### What types of federal student loans are eligible to be repaid under an income-driven repayment plan?

| Loan Type   | REPAYE Plan  | PAYE Plan    | IBR Plan     |
|---|--------------|--------------|--------------|
| <b>Direct Subsidized Loans</b>  | Eligible     | Eligible     | Eligible     |
| <b>Direct Unsubsidized Loans</b>  | Eligible     | Eligible     | Eligible     |
| <b>Direct PLUS Loans made to graduate or professional students</b>                  | Eligible     | Eligible     | Eligible     |
| <b>Direct PLUS Loans made to parents</b>  | Not eligible | Not eligible | Not eligible |
| <b>Direct Consolidation Loans that did not repay any PLUS loans made to parents</b> | Eligible     | Eligible     | Eligible     |
| <b>Direct Consolidation Loans that repaid PLUS loans made to parents</b>            | Not eligible | Not eligible | Not eligible |

| Loan Type   | REPAYE Plan               | PAYE Plan                 | IBR Plan                  |
|---|---------------------------|---------------------------|---------------------------|
| <b>Subsidized Federal Stafford Loans (from the FFEL program)</b>                  | Eligible if consolidated* | Eligible if consolidated* | Eligible                  |
| <b>Unsubsidized Federal Stafford Loans (from the FFEL program)</b>                | Eligible if consolidated* | Eligible if consolidated* | Eligible                  |
| <b>FFEL PLUS Loans made to graduate or professional students</b>                  | Eligible if consolidated* | Eligible if consolidated* | Eligible                  |
| <b>FFEL PLUS Loans made to parents</b>  | Not eligible              | Not eligible              | Not eligible              |
| <b>FFEL Consolidation Loans that did not repay any PLUS loans made to parents</b> | Eligible if consolidated* | Eligible if consolidated* | Eligible                  |
| <b>FFEL Consolidation Loans that repaid PLUS loans made to parents</b>            | Not eligible              | Not eligible              | Not eligible              |
| <b>Federal Perkins Loans</b>  | Eligible if consolidated* | Eligible if consolidated* | Eligible if consolidated* |

\*If a loan type is listed as “Eligible if consolidated,” this means that if you consolidate that loan type into a Direct Consolidation Loan, it will be eligible for repayment under the income-driven plan.

Note that only federal student loans can be repaid under the income-driven plans. Private student loans are not eligible.

## Is an income-driven repayment plan right for me?

Income-driven repayment plans usually lower your federal student loan payments. However, whenever you make lower payments, you will likely pay more in interest over time—sometimes significantly more. In addition, under current Internal Revenue Service rules, you may be required to pay income tax on any amount that’s forgiven if you still have a remaining balance at the end of your repayment period.

## How do I decide which income-driven repayment plan to choose?

If you’ve decided that an income-driven repayment plan is right for you, you’ll want to choose the plan that provides the most benefit based on your individual circumstances. Although all four income-driven plans allow you to make a monthly payment based on your income, they differ in how you qualify, how much you have to pay each month, the length of the repayment period, and the types of loans that can be repaid under each plan.

If you have only Direct Loans, you can choose from all four income-driven repayment plans. If you’re not sure which plan to choose, you can request the income-driven plan that provides the lowest payment amount. Your servicer will determine which plans you qualify for and recommend the plan with the lowest monthly payment. If you have FFEL Program loans, your only income-driven repayment plan option is the REPAYE plan.

consolidate your FFEL Program loans into a Direct Consolidation Loan, you'll then have access to the REPAYE, PAYE, and ICR loan consolidation at [StudentAid.gov/consolidation](https://studentaid.gov/consolidation).

## How do I apply for an income-driven plan?

Before you apply for an income-driven repayment plan, contact your loan servicer if you have any questions. Your loan servicer will help you determine if one of these plans is right for you.

To apply, you must submit an application called the Income-Driven Repayment Plan Request. You can submit the application online or a paper form, which you can get from your loan servicer. The application allows you to select an income-driven repayment plan but your loan servicer determine what income-driven plan or plans you qualify for, and then place you on the income-driven plan with the correct amount.

When you apply, you'll be asked to provide income information that will be used to determine your eligibility for the PAYE or IBR plan and your monthly payment amount under all income-driven repayment plans. This may be either your adjusted gross income (AGI) or alternative income.

Your AGI will be used if

- you filed a federal income tax return in the past two years, and
- your current income isn't significantly different from the income reported on your most recent federal income tax return.

You can provide your AGI in one of the following ways:

- Apply using the online Income-Driven Repayment Plan Request and use the IRS Data Retrieval Tool in the application to transfer your federal income tax return.
- Use the paper Income-Driven Repayment Plan Request and provide a paper copy of your most recently filed federal income tax transcript.

If you haven't filed a federal income tax return in the past two years, or if your current income is significantly different from the income reported on your most recent federal income tax return (for example, if you lost your job or have experienced a drop in income), alternative documentation may be required to determine your eligibility and calculate your monthly payment amount. You can provide alternative documentation in one of the following ways:

- If you currently receive taxable income, you must submit a paper Income-Driven Repayment Plan Request with alternative documentation such as a pay stub.
- If you currently don't have any income or if you receive only untaxed income, you can indicate that on the online or paper application. No documentation is not required to supply further documentation of your income.



# Exhibit 19

## Federal Student Loan Borrowers Options for Relief from Predatory Schools\*

### OPTIONS WITH EXISTING APPLICATION AND APPROVAL PROCESS

#### Closed School

##### Full Discharge

**Authority:** 20 USC § 1087(c)  
34 C.F.R. § 685.214

**OR**

#### False Certification

##### Full Discharge (Different categories)

**Authority:** 20 USC §  
1087(c) 34 C.F.R. § 685.215

**OR**

#### Unpaid Refund

##### Full or Partial Discharge

**Authority:** 20 USC § 1087(c)  
34 C.F.R. § 685.216

**LIMITED ELIGIBILITY:** The Department's regulations and guidance restrict these debt relief options to borrowers who meet limited eligibility criteria.

**NOTICE:** The Department should send notice to borrowers who are potentially eligible for these discharges, including borrowers who attended schools many years ago.

**Borrowers who do not qualify must instead seek relief through the following options:**

### OPTIONS WITH NO EXISTING APPLICATION AND APPROVAL PROCESS

#### Discretionary Compromise and Settlement

##### Full or Partial Discharge

**Authority:** 20 USC § 1082(a) (6) (HEA)  
and 34 CFR § 30.70(h) OR 31 USC §  
3711(a)(2) (Federal Claims Collection  
Act)

**Limits:** Rarely Used

**OR**

#### Defense to Repayment Based on Acts or Omissions of the School

##### Full or Partial Discharge

**Authority:** 20 USC § 1087e(h);  
34 C.F.R. § 685.206(c); MPN

**Limits:** Not clear how to get this relief

\*Borrowers may be eligible for more than one of these options. There may also be state programs providing relief in some states and borrowers may litigate claims in court and seek relief.

**These two options will be the only federal relief available for borrowers harmed by predatory schools and who do not qualify for other discharges:**

1. **COMPROMISE AND SETTLEMENT OF DEBTS:** When government investigations have revealed that a school has engaged in illegal, unfair or deceptive practices in violation of state or federal laws, the Secretary can and should use his broad compromise and settlement authority to cancel loans of harmed students. There are two alternative statutes that provide the Secretary with this authority:
  - The Higher Education Act grants the Secretary broad authority to “compromise, waive or release any right, claim, or demand, however acquired...” 20 U.S.C. § 1082(a)(6). The regulations further authorize the Secretary to “compromise a [student loan] debt, or suspend or terminate collection of a debt, in any amount...” 34 C.F.R. § 30.70(h); **OR**
  - The Federal Claims Collection Act allows the Secretary to compromise and settle claims of up to \$100,000 (excluding interest) “or such higher amount as the Attorney General may . . . prescribe . . .” 31 U.S.C. § 3711(a)(2). The vast majority of federal loans to Corinthian students should be under \$100,000. The Secretary could also seek the Department of Justice’s permission to cancel higher value debts.

When the Department and/or other government agencies, such as state attorneys general, have determined that a school has engaged in illegal practices and harmed many students, the Department should automatically cancel the loans of all borrowers who the government agencies conclude were likely harmed.

2. **DEFENSE TO REPAYMENT (DTR):** Borrowers may assert, as a defense to loan repayment, claims they have against the school based on its misconduct. The Department should create a DTR process for cases that lack any government investigative findings that a school has violated state or federal law. The process should include simple forms that allow borrowers to submit evidence to prove their claims. To avoid imposing high evidentiary burdens impossible for borrowers to meet, the Department should accept a borrower’s testimony as sufficient evidence to establish a claim. These claims should be granted unless the Department has evidence that specifically contradicts the borrower’s testimony or other evidence.

## **RECOMMENDATIONS FOR CORINTHIAN STUDENTS**

Given the extensive government findings of Corinthian’s illegal and deceptive acts over the years, it is essential that the Department create a process that uses these findings and does not require individual borrowers to “prove” individual claims. Among other problems, such a process would be unnecessary, inefficient, and complicated, likely requiring the borrower to obtain assistance of an attorney familiar with the intricacies of state law. Although many Corinthian borrowers have submitted petitions requesting “defense to repayment” relief, the Department should instead use the compromise authority (#1 above) to resolve these petitions.

Regardless of which option a borrower uses, the process must be fair, accessible, transparent and efficient. This means at a minimum creating a process that provides complete debt relief without placing impossible burdens on borrowers. The government must avoid creating a case-by-case process with burdensome evidentiary standards whenever there are government agency findings of illegal practices. This will also be less expensive for taxpayers.



# Exhibit 20

## REQUEST FOR HEARING

If you object to garnishment of your wages for the debt described in the notice, you can use this form to request a hearing. **Your request must be in writing and mailed or delivered to the address below.**

Your Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Beginning Date Of Current Employment: \_\_\_\_\_

☐ CHECK HERE if you object on the grounds that garnishment in amounts equal to **15%** of your disposable pay would cause financial hardship to you and your dependents. (To arrange voluntary repayment, contact customer service at the number below.)

You must complete either the enclosed **FINANCIAL DISCLOSURE FORM** or a Financial Disclosure Form of your choosing to present your hardship claim. You must enclose copies of earnings and income records, and proof of expenses, as explained on the form. If your request for an oral hearing is granted, you will be notified of the date, time, and location of your hearing. If your request for an oral hearing is denied, the Department will make its determination of the amounts you should pay based on a review of your written materials.

NOTE: You should also state below any other objections you have to garnishment to collect this debt at this time.

**NOTE: IT IS IN YOUR INTEREST TO REQUEST COPIES OF ALL DOCUMENTATION HELD BY THE DEPARTMENT BY CALLING THE CUSTOMER SERVICE NUMBER LISTED ON THE ENCLOSED NOTICE PRIOR TO COMPLETING A REQUEST FOR HEARING.**

### I. HEARING REQUEST (Check ONLY ONE of the following)

☐ I want a written records hearing of my objection(s) based on the Department's review of this written statement, the documents I have enclosed, and the records in my debt file at the Department.

( ) I want an in-person hearing at the Department hearing office to present my objection(s). I understand that I must pay my own expenses to appear for this hearing.

I want this In-Person hearing held in: \_\_\_\_ Atlanta, GA, \_\_\_\_ Chicago, IL, \_\_\_\_ San Francisco, CA. (Check the location you wish for the hearing.)

☐ I want a hearing by telephone to present my objections. (You must provide a daytime telephone number at which you can be contacted between the hours of 8:00 am to 4:00 pm, Monday through Friday.) I can be reached at: ( ) \_\_\_\_\_ - \_\_\_\_\_

This is an attempt to collect a debt and any information obtained will be used for that purpose.

## REQUEST FOR HEARING

### II. IF YOU WANT AN IN-PERSON OR TELEPHONE HEARING, YOU MUST COMPLETE THE FOLLOWING:

The debt records and documents I submitted to support my statement in Part III do not show all the material (important) facts about my objection to collection of this debt. I need a hearing to explain the following important facts about this debt: (**EXPLAIN** the additional facts that you believe make a hearing necessary on a separate sheet of paper. If you have already fully described these facts in your response in Part III, **WRITE HERE** the number of the objection in which you described these facts \_\_\_\_\_.)

**Note:** If you do not request an in-person or telephone hearing, we will review your objection based on information and documents you supply with this form and on records in your loan file. We will provide an oral hearing to a debtor who requests an oral hearing and shows in the request for the hearing, a good reason to believe that we cannot resolve the issues in dispute by reviewing the documentary evidence. An example is when the validity of the claim turns on the issue of credibility or veracity.

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### III. Check the objections that apply. EXPLAIN any further facts concerning your objection on a separate sheet of paper. ENCLOSE the documents described here (if you do not enclose documents, the Department will consider your objection(s) based on the information on this form and records held by the Department).

For some objections you must submit a completed application. Obtain applications by contacting Customer Service at the number below, or go to the Department's Web site at: [www.myeddebt.com](http://www.myeddebt.com), **select Forms, then select the application described for that objection.**

1. ☐ I do not owe the full amount shown because I repaid some or all of this debt. (ENCLOSE: copies of the front and back of all checks, money orders and any receipts showing payments made to the holder of the debt.)
2. ☐ I am making payments on this debt as required under the repayment agreement I reached with the holder of the debt. (ENCLOSE: copies of the repayment agreement and copies of the front and back of checks where you paid on the agreement.)
3. ☐ I filed for bankruptcy and my case is still open. (ENCLOSE: copies of any documents from the court that show the date that you filed, the name of the court, and your case number.)
4. ☐ This debt was discharged in bankruptcy. (ENCLOSE: copies of debt discharge order and the schedule of debts filed with the court.)
5. ☐ The borrower has died. (ENCLOSE: Original, certified copy, or clear, accurate, and complete photocopy of the original or certified Death Certificate.) For loans only.
6. ☐ I am totally and permanently disabled - unable to engage in substantial gainful activity because of a medically-determinable physical or mental impairment. (Obtain and submit a completed Loan Discharge Application: Total and Permanent Disability form. The form must be completed by a physician except if you are a veteran, in which case you can submit required documentation from the U.S. Department of Veterans Affairs. Refer to the application for all requirements.) For loans only.
7. ☐ I used this loan to enroll in \_\_\_\_\_ (school) on or about \_\_\_\_/\_\_\_\_/\_\_\_\_, and I withdrew from school on or about \_\_\_\_/\_\_\_\_/\_\_\_\_. I paid the school \$\_\_\_\_\_ and I believe that I am owed, but have not been paid, a refund from the school in the amount of \$\_\_\_\_\_. (Obtain and submit a completed Loan Discharge Application: Unpaid Refund form. ENCLOSE: any records you have showing your withdrawal date). For loans only.

This is an attempt to collect a debt and any information obtained will be used for that purpose



## REQUEST FOR HEARING

8. ☐ I (or, for parent PLUS borrowers, the student) used this loan to enroll in \_\_\_\_\_ (school) on or about \_\_\_\_/\_\_\_\_/\_\_\_\_ and was unable to complete the education because the school closed. (Obtain and submit a completed Loan Discharge Application: School Closure form. ENCLOSE: any records you have showing your (or, for parent PLUS borrowers, the student's) withdrawal date.) For loans only.
9. ☐ This is not my Social Security Number, and I do not owe this debt. (ENCLOSE: a copy of your driver's license or other identification issued by a Federal, state or local government agency, and a copy of your Social Security Card.)
10. ☐ I believe that this debt is not an enforceable debt in the amount stated for the reason explained in the attached letter. (Attach a letter explaining any reason other than those listed above for your objection to collection of this debt amount by garnishment of your salary. ENCLOSE: any supporting records.)
11. ☐ I (or, for parent PLUS borrowers, the student) did not have a high school diploma or GED when I (or, for parent PLUS borrowers, the student) enrolled at the school attended with this guaranteed student loan. The school did not properly test my (or, for parent PLUS borrowers, the student's) ability to benefit from the training offered. (Obtain and submit a completed Loan Discharge Application: False Certification (Ability to Benefit) form. ENCLOSE: any records you have showing your withdrawal date.) For loans only.
12. ☐ When I borrowed this guaranteed student loan to attend \_\_\_\_\_ (school), I (or, for parent PLUS borrowers, the student) had a condition (physical, mental, age, criminal record) that prevented me (or, for parent PLUS borrowers, the student) from meeting State requirements for performing the occupation for which the school training was provided. (Obtain and submit completed Loan Discharge Application: False Certification (Disqualifying Status) form. For loans only.
13. ☐ I was involuntarily terminated from my last employment and I have been employed in my current job for less than twelve months. (Attach statement from employer showing date of hire in current job and statement from prior employer showing involuntary termination.)
14. ☐ I believe that \_\_\_\_\_ (name of individual or other party) without my permission signed my name or used my personal identification data to execute documents to obtain this loan, and I did not receive the loan funds. (Obtain and submit a completed False Certification (Unauthorized Signature/Unauthorized Payment) discharge application or Identity Theft Certification). Enclose any records showing your withdrawal date). For loans only.

**IV. I state under penalty of law that the statements made on this request are true and accurate to the best of my knowledge.**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SEND THIS REQUEST FOR HEARING FORM TO:

US DEPARTMENT OF EDUCATION  
ATTN: AWG HEARINGS BRANCH  
PO BOX 5227  
GREENVILLE TX 75403-5227

If you wish to arrange a voluntary agreement for payments in amounts equal to 15% of your disposable pay, do not use this form. Instead, call the Customer Service telephone number below:

U.S. Department of Education Customer Service  
1-800-621-3115

Violation of any such agreement may result in an immediate order to your employer for garnishment of 15% of your disposable pay.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

# U.S. Department of Education

## Financial Disclosure Statement

To evaluate a hardship claim, the U.S. Department of Education (the Department) compares the expenses you claim and support against averages spent for those similar expenses by families of the same size and income as yours. The Department considers proven expenses as reasonable up to the amount of these averages. If you claim more for an expense than the average spent by families like yours, you must provide persuasive explanation why the amount you claim is necessary. These average amounts were determined by the Internal Revenue Service (IRS) from different government studies. You can find the average expense amount that the Department uses at the following Web site: [www.irs.gov](http://www.irs.gov) and then search for “Collection Financial Standards.”

- **Complete all items.** Do not leave any item blank. If the answer is zero, write zero.
- **Provide documentation of expenses.** Expenses may not be considered if you do not provide documents supporting the amounts claimed.
- **Disclose and provide documentation of household income.**
- Failure to provide this information and documentation may result in a denial of your claim of financial hardship.

### Income

Your Name: \_\_\_\_\_ Your Social Security No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Country: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Date Employed: \_\_\_\_\_

Employer Phone: \_\_\_\_\_ Present Position: \_\_\_\_\_

Gross Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

Net Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**ENCLOSE: COPY OF YOUR TWO MOST RECENT PAY STUBS AND  
COPIES OF MOST RECENT W-2s AND 1040, 1040A, 1040EZ or other IRS FILING**

Number of dependents: \_\_\_\_\_ (including yourself)

Marital status: ☐ Married ☐ Single ☐ Divorced

Your spouse's name: \_\_\_\_\_ Spouse's SSN: \_\_\_\_\_

Gross Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

Net Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**ENCLOSE: COPY OF TWO MOST RECENT PAY STUBS AND  
COPIES OF MOST RECENT W-2s AND 1040, 1040A, 1040EZ or other IRS FILING**

**Other household members(s) with income:** \_\_\_\_\_ SSN: \_\_\_\_\_

**Gross Income:** \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**Net Income:** \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**ENCLOSE: COPY OF TWO MOST RECENT PAY STUBS AND  
COPIES OF MOST RECENT W-2s AND 1040, 1040A, 1040EZ or other IRS FILING**

**Other Income**

Child support: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Alimony: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Interest: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Public assistance: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

**Please explain all deductions shown on pay-stubs:**

| Deductions    | Amount | Reason |
|---------------|--------|--------|
| 401K:         | _____  | _____  |
| Retirement:   | _____  | _____  |
| Union Dues:   | _____  | _____  |
| Medical:      | _____  | _____  |
| Credit Union: | _____  | _____  |
| Other:        | _____  | _____  |

**Monthly Expenses**

**Shelter (SEND COPY OF MORTGAGE OR LEASE)**

Rent/Mortgage: \$ \_\_\_\_\_ Paid to whom: \_\_\_\_\_

2<sup>nd</sup> home mortgage: \$ \_\_\_\_\_ Paid to whom: \_\_\_\_\_

Home/Renter insurance: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

**Food and Household**

Expenses: \$ \_\_\_\_\_

Clothing: \$ \_\_\_\_\_

**Utilities (SEND COPIES OF BILLS)**

Electric: \$ \_\_\_\_\_

Gas: \$ \_\_\_\_\_

Water/Sewer: \$ \_\_\_\_\_

Garbage pickup: \$ \_\_\_\_\_

Basic telephone: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

**Medical (SEND COPIES OF BILLS)**

Insurance \$ \_\_\_\_\_ /per month

*(Only list payments not deducted from paycheck)*

Bill payments \$ \_\_\_\_\_ /per month

*(Only list payments not covered by insurance)*

Other: \$ \_\_\_\_\_ /per month

Describe: \_\_\_\_\_



Transportation (SEND COPIES OF CAR PAYMENT AGREEMENT OR BILLS)

# Of cars \_\_\_\_\_

1<sup>st</sup> Car payment: \$ \_\_\_\_\_ /per month  
2<sup>nd</sup> Car payment: \$ \_\_\_\_\_ /per month  
Gas and oil: \$ \_\_\_\_\_ /per month  
Public transportation: \$ \_\_\_\_\_ /per month  
Car insurance: \$ \_\_\_\_\_ /per month  
Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

Child Care (SEND COPIES OF BILLS)

Child care: \$ \_\_\_\_\_ /per month      Number of children: \_\_\_\_\_  
Child support: \$ \_\_\_\_\_ /per month      Number of children: \_\_\_\_\_  
Other: \$ \_\_\_\_\_ /per month      Describe: \_\_\_\_\_

Other Insurance: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

Other Expenses (Attach a list describing expense, monthly payment and enclose bills)

Based on this Statement, I think I can afford to pay \$ \_\_\_\_\_ per month

I declare under penalty of law that the answers and statements contained herein are true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Warning:** 18 U.S.C. 1001 provides that “whoever...knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any materially false, fictitious, or fraudulent statement or representation...shall be fined up to \$10,000.00 or imprisoned up to five years, or both”

Complete, sign, and return the requested information and documentation to:

US DEPARTMENT OF EDUCATION  
PO BOX 5227  
GREENVILLE TX 75403-5227

Privacy Act Notice

This request is authorized under 31 U.S.C. 3711, 20 U.S.C. 1078-6, and 31 U.S.C. 3720D. You are not required to provide this information. If you do not, we cannot determine your financial ability to repay your student aid debt. The information you provide will be used to evaluate your ability to pay. It may be disclosed to government agencies and their contractors, to employees, lenders, and others to enforce this debt; to third parties in audit, research, or dispute about the management of this debt; and to parties with a right to this information under the Freedom of Information Act or other Federal law, or with your consent. These uses are explained in Notice for System of Records 18-11-07, 64 FR 30166 (June 4, 1999), 64 FR 72407 (Dec. 27, 1999). We will send a copy at your request.

# Exhibit 21



# ECONOMIC HARDSHIP DEFERMENT REQUEST

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family  
Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program

OMB No. 1845-0011  
Form Approved  
Exp. Date 9/30/2018

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

## SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone - Primary \_\_\_\_\_

Telephone - Alternate \_\_\_\_\_

Email (Optional) \_\_\_\_\_

## SECTION 2: BORROWER DETERMINATION OF DEFERMENT ELIGIBILITY

**Carefully read the entire form before completing it. Complete Section 2 in its entirety. Maximum cumulative eligibility is 36 months per loan program.** The federal student loan programs include the Direct Loan, FFEL, and Perkins Loan programs. For FFEL Program borrowers only, you are only eligible if all of your FFEL Program loans were first disbursed *one or after* July 1, 1993, or if you had no balance on a FFEL Program loan that was disbursed *before* July 1, 1993 when you received a loan *on or after* July 1, 1993. Instead of deferment, consider a repayment plan that determines your monthly payment amount based on your income. Visit [StudentAid.gov/IDR](http://StudentAid.gov/IDR) for more information.

1. Have you been granted an Economic Hardship Deferment on a loan made under another federal student loan program for the same period of time for which you are applying for this deferment?

For example, check "yes" if you are requesting deferment on your Direct Loans because you are on the deferment on your FFEL Program loans.

- ☐ Yes - Attach documentation of the deferment. Skip to Section 3.  
☐ No - Continue to Item 2.

2. Have you received or are you receiving payments under a federal or state public assistance program that supports the period of time for which you are applying for this deferment?

Qualifying programs include: Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), state general public assistance, or other means-tested benefits.

- ☐ Yes - Attach documentation of the payments. Skip to Section 3.  
☐ No - Continue to Item 3.

3. Are you serving as a Peace Corps volunteer?

- ☐ Yes - Attach documentation certifying your period of service. Skip to Section 3.  
☐ No - Continue to Item 4.

4. Do you work full time (see Section 5)?

- ☐ Yes - Continue to Item 5.  
☐ No - You are not eligible for this deferment.

5. What is your monthly income? \_\_\_\_\_

You must attach documentation of your monthly income. Monthly income is either (you choose):

- Your gross income from all sources or
- One-twelfth of the Adjusted Gross Income from your most recent federal income tax return.

6. What is your family size (see section 5)? \_\_\_\_\_

7. Is the amount you reported in Item 5 less than 150% of the poverty guideline for your family size and state of residence (see Table 2 in Section 5)?

- ☐ Yes - Continue to Section 3.  
☐ No - You are not eligible for this deferment.



Borrower Name \_\_\_\_\_

Borrower SSN \_\_\_\_\_

### SECTION 3: BORROWER REQUESTS, UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

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**I request:**

- To defer repayment of my loans for the period during which I have an economic hardship, as described in Section 2.
- That my deferment begin on: \_\_\_\_\_
- ☐ If indicated, to make interest payments on my loans during my deferment.

**I understand that:**

- I am not required to make payments of loan principal or interest during my deferment.
- My deferment will begin on the later of the date I became eligible or the date that I requested.
- My deferment will end on the earlier of the date that I exhaust my maximum eligibility, the certified deferment end date, or when I am no longer eligible for the deferment for another reason.
- If I am a Perkins Loan borrower, I will receive a 6-month post-deferment grace period beginning on the date I no longer qualify for the deferment.
- Unless I am a Peace Corps volunteer, my deferment will be granted in increments of 1 year. If I continue to be eligible for an Economic Hardship Deferment after 1 year, I may reapply, subject to the cumulative maximum.
- Interest may capitalize on my loans during or at the expiration of my deferment or forbearance, but interest never capitalizes on Perkins Loans.

**I certify that:**

- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, as required, to support my deferment eligibility.
- I will notify my loan holder immediately when my eligibility for the deferment ends.
- I have read, understand, and meet the eligibility requirements in Section 2.

I **authorize** the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's Signature \_\_\_\_\_

Date \_\_\_\_\_

### SECTION 4: INSTRUCTIONS FOR COMPLETING THE DEFERMENT REQUEST

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Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you are required to submit with this form. If you want to apply for a deferment on loans that are held by different loan holders, you must submit a separate deferment request to each loan holder. **Return the completed form and any required documentation to the address shown in Section 6.**

### SECTION 5: DEFINITIONS

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**Capitalization** is the addition of unpaid interest to the principal balance of your loan. Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. Interest never capitalizes on Perkins Loans. Table 1 (below) provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan.

The example loan has a 6% interest rate and the example deferment or forbearance lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to capitalize.



## SECTION 5: DEFINITIONS (CONTINUED)

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans. On loans made under the Perkins Loan Program, all deferments are followed by a post-deferment grace period of 6 months, during which time you are not required to make payments.

**Family size** includes (1) you, (2) your spouse, (3) your children if they receive more than half of their support from you, including unborn children who will be born during the deferment period, and (4) other people if, at the time you request this deferment, they live with you, receive more than half their support from you, and will continue to receive this support from you for the deferment period. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).

**Full-time employment** means working at least 30 hours per week in a position expected to last at least 3 consecutive months.

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loans is an institution of higher education or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

A **subsidized loan** is a Direct Subsidized Loan, a Direct Subsidized Consolidation Loan, a Federal Subsidized Stafford Loan, portions of some Federal Consolidation Loans, Federal Perkins Loans, NDSL, and Defense Loans.

An **unsubsidized loan** is a Direct Unsubsidized Loan, a Direct Unsubsidized Consolidation Loan, a Direct PLUS Loan, a Federal Unsubsidized Stafford Loan, a Federal PLUS Loan, a Federal SLS, and portions of some Federal Consolidation Loans.

The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.

**Table 1. Capitalization Chart**

| Treatment of Interest with Deferment/Forbearance | Loan Amt. | Capitalized Interest | Outstanding Principal | Monthly Payment | Number of Payments | Total Repaid |
|--|-----------|----------------------|-----------------------|-----------------|--------------------|--------------|
| Interest is paid                                 | \$30,000  | \$0                  | \$30,000              | \$333           | 120                | \$41,767     |
| Interest is capitalized at the end               | \$30,000  | \$1,800              | \$31,800              | \$353           | 120                | \$42,365     |
| Interest is capitalized quarterly and at the end | \$30,000  | \$1,841              | \$31,841              | \$354           | 120                | \$42,420     |

**Table 2. 150% of the Poverty Guidelines for 2016 (Monthly)**

| Family Size            | Alaska     | Hawaii     | All Others |
|------------------------|------------|------------|------------|
| 1                      | \$1,855.00 | \$1,708.75 | \$1,485.00 |
| 2                      | \$2,502.50 | \$2,303.75 | \$2,002.50 |
| 3                      | \$3,150.00 | \$2,898.75 | \$2,520.00 |
| 4                      | \$3,797.50 | \$3,493.75 | \$3,037.50 |
| 5                      | \$4,445.00 | \$4,088.75 | \$3,555.00 |
| 6                      | \$5,092.50 | \$4,683.75 | \$4,072.50 |
| 7                      | \$5,740.00 | \$5,278.75 | \$4,591.25 |
| 8                      | \$6,390.00 | \$5,876.25 | \$5,111.25 |
| Each add'l person, add | \$650.00   | \$597.50   | \$520.00   |

If you do not live in the United States, use the poverty guideline amount in the column labeled "All Others".



## SECTION 6: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed form and any documentation to:  
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:  
(If no phone number is shown, call your loan holder.)

## SECTION 7: IMPORTANT NOTICES

**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0011. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 674.34, 674.35, 674.36, 674.37, 682.210, or 685.204. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 6).





SLDB

# MANDATORY FORBEARANCE REQUEST

## STUDENT LOAN DEBT BURDEN

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program

OMB No. 1845-0018  
Form Approved  
Exp. Date 9/30/2018

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

### SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone - Primary \_\_\_\_\_

Telephone - Alternate \_\_\_\_\_

Email (Optional) \_\_\_\_\_

### SECTION 2: BORROWER DETERMINATION OF FORBEARANCE ELIGIBILITY

**Carefully read the entire form before completing it. Complete Section 2 in its entirety. Maximum eligibility is 36 months.** As an alternative to this forbearance, you may qualify for a deferment or for a repayment plan that determines your monthly payment amount based on your income. Visit [StudentAid.gov/IDR](http://StudentAid.gov/IDR) for more information.

1. Do you currently have taxable income?

Check "No" if you do not have any income or only receive untaxed income.

☐ Yes - Continue to Item 2.

☐ No - Skip to Section 3.

2. What is your total monthly taxable income?

\_\_\_\_\_  
You must attach documentation of your monthly income, such as a tax return, W-2s, or dividend statements. Monthly income is either (you choose):

- Your gross taxable income from all sources or;
- One-twelfth of the Adjusted Gross Income from your most recent federal income tax return.

3. Multiply the amount in Item 2 by 20% (0.20):

\_\_\_\_\_

4. What is the total amount of your monthly payments on all of your Title IV loans?

\_\_\_\_\_  
You must attach documentation of your most recent monthly payments due on each of your Title IV loans, such as a monthly statement or repayment schedule.

5. Is the amount reported in Item 4 equal to or greater than the amount calculated in Item 3?

☐ Yes - Continue to Section 3.

☐ No - You are not eligible for this forbearance.

Borrower Name \_\_\_\_\_

Borrower SSN \_\_\_\_\_

### SECTION 3: BORROWER REQUESTS, UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

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**I request:**

- My loan holder grant forbearance for the period during which I meet the qualifications for the forbearance. If approved for a forbearance, I would like to:
  - ☐ Temporarily stop making payments; or
  - ☐ Make smaller payments in the amount of \_\_\_\_\_ per month.
- My forbearance begin on the following date: \_\_\_\_\_.
- My loan holder grant my forbearance for up to 12 months unless I specify an earlier end date: \_\_\_\_\_.
- ☐ If indicated, to make interest payments on my loans during forbearance.

**I understand:**

- I am not required to make payments of loan principal or interest during forbearance.
- My forbearance will begin on the later of the date I became eligible for the forbearance or the date I requested.
- My forbearance will end on the earlier of the date I exhaust my maximum eligibility for the forbearance, 12 months from the date my forbearance begins, on the date I am no longer eligible for the forbearance, or the end date I requested.
- My forbearance will only be granted in increments of up to 12 months, and I must reapply for the forbearance if I continue to meet the eligibility requirements and want to extend my forbearance.
- Interest may capitalize on my loans during or at the expiration of my forbearance, but interest never capitalizes on Perkins Loans.
- If I do not qualify for this forbearance, my loan holder may apply a discretionary forbearance for the same period if I am eligible.

**I certify that:**

- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, as required, to support my forbearance eligibility.
- I will notify my loan holder immediately when my eligibility for the forbearance ends.
- I have read, understand, and meet the eligibility requirements in Section 2.

**I authorize** the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial prerecorded voice or text messages.

Borrower's or Endorser's Signature \_\_\_\_\_

Date \_\_\_\_\_

### SECTION 4: INSTRUCTIONS FOR COMPLETING THE FORM

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Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you submit with this form. If you want to apply for a forbearance on loans that are held by different loan holders, you must submit a separate forbearance request to each loan holder. **Return the completed form and any required documentation to the address shown in Section 6.**

Endorsers may request forbearance only when you are required to repay the loan because the borrower is not making payments. For those who have loans made jointly (as co-makers), both borrowers must individually meet the requirements for a forbearance and each of you must submit a separate forbearance request.



## SECTION 5: DEFINITIONS

**Capitalization** is the addition of unpaid interest to the principal balance of your loan. Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. Interest never capitalizes on Perkins Loans. Table 1 (below) provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan. Interest never capitalizes on Perkins Loans. The example loan has a 6% interest rate and the example deferment or forbearance lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to capitalize.

A **co-maker** is one of the two individuals who are joint borrowers on a Direct or Federal Consolidation Loan or a Federal PLUS Loan. Both co-makers are equally responsible for repaying the full amount of the loan.

An **endorser** is an individual who signs a promissory note and agrees to pay the loan if the borrower does not.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loan).

A **forbearance** is a period during which you are allowed to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled. A forbearance can be a mandatory forbearance, meaning that your loan holder must grant the forbearance if you qualify for the forbearance and supply all supporting documentation. A forbearance can also be a discretionary forbearance, meaning that your loan holder may grant the forbearance, but is not required to do so.

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loans is an institution of higher education or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

**Title IV loans** are student loans that you received under the Direct Loan Program, the FFEL Program, and the Perkins Loan Program.

The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.

Table 1. Capitalization Chart.

| Treatment of Interest with Deferment/Forbearance | Loan Amt. | Capitalized Interest | Outstanding Principal | Monthly Payment | Number of Payments | Total Repaid |
|--|-----------|----------------------|-----------------------|-----------------|--------------------|--------------|
| Interest is paid                                 | \$30,000  | \$0                  | \$30,000              | \$333           | 120                | \$41,767     |
| Interest is capitalized at the end               | \$30,000  | \$1,800              | \$31,800              | \$353           | 120                | \$42,365     |
| Interest is capitalized quarterly and at the end | \$30,000  | \$1,841              | \$31,841              | \$354           | 120                | \$42,420     |

## SECTION 6: WHERE TO SEND THE COMPLETED FORBEARANCE REQUEST

Return the completed form and any documentation to:  
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:  
(If no phone number is shown, call your loan holder.)



## SECTION 7: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0018. Public reporting burden for this collection of information is estimated to average 12 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 674.33, 682.211, or 685.205. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 6).





# MILITARY SERVICE AND POST-ACTIVE DUTY STUDENT DEFERMENT REQUEST

OMB No. 1845-0080  
Form Approved  
Exp. Date 9/30/2016

MIL William D. Ford Federal Direct Loan (Direct Loan) Program/Federal Family  
Education Loan (FFEL) Program/Federal Perkins Loan (Perkins Loan) Program

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 USC 1097.

## SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone – Primary ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Telephone – Alternative ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

E-mail (optional) \_\_\_\_\_

## SECTION 2: DEFERMENT REQUEST

Before completing this form, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7. For the Military Service Deferment, a representative may complete and sign this form on your behalf if you are unable to do so. Check the appropriate box(es) for the deferment(s) you are requesting. For the Post-Active Duty Student Deferment, enter the required information in the space provided.

Note: If you are a member of the National Guard (including a member in retired status) during a time when a governor activated National Guard personnel for active state duty for a period of more than 30 consecutive days and qualify for a Post-Active Duty Student Deferment, but not the Military Service Deferment, you may request forbearance for your period of active duty service.

If you have loans that you obtained before going on active duty military service, you may be eligible to limit the interest rate on your loans to 6% during the period of your active duty military service under the Servicemembers Civil Relief Act (SCRA). To request a limited interest rate, submit a written request to your loan holder and provide a copy of your military orders.

(A) ☐ **Military Service Deferment.** I request that my loan holder defer repayment of my eligible loan(s) beginning on the date I began performing the military service that qualifies me for the deferment and ending 180 days following completion of my qualifying military service.

(B) ☐ **Post-Active Duty Student Deferment.** I request that my loan holder defer repayment of my eligible loan(s) following the completion of my qualifying active duty service and any applicable grace period. My deferment will end the earlier of:

(a) The date I resume enrollment at an eligible school on at least a half-time basis; or

(b) 13 months following the completion date of my active duty service and any applicable grace period.

If I am also granted a Military Service Deferment, the 180-day period described in Item A above will run at the same time as my Post-Active Duty Student Deferment period. Therefore, I will receive no more than 13 months of deferment following the completion of my qualifying military service.

Enter the name of the school where you were enrolled on at least a half-time basis when you were called to active duty or within 6 months before the date you were called to active duty, and the date you were last enrolled at least half time at the school:

Name of School \_\_\_\_\_

Date Last Enrolled At Least Half Time \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_



Borrower Name \_\_\_\_\_ Borrower SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### SECTION 3: BORROWER CERTIFICATIONS AND AUTHORIZATION

- I certify that: (1) The information I have provided on this form is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility requirements and terms and conditions of the deferment(s) for which I have applied, as explained in Sections 2, 6, and 7.
- I authorize the loan holder to which I submit this request (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(or Representative's for Military Service Deferments only)

Representative's Name (if applicable) \_\_\_\_\_ Relationship to Borrower \_\_\_\_\_

Representative's Address \_\_\_\_\_ Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

### SECTION 4: AUTHORIZED OFFICIAL'S CERTIFICATION

**Note:** As an alternative to completing this section, the borrower or representative may submit a written statement from the borrower's commanding or personnel officer or a copy of the borrower's military orders. The statement or copy must include all information needed to establish the borrower's eligibility for the requested deferment(s), including the period of the qualifying service. If the borrower is/was serving in an area of hostilities in which service qualifies for special pay under 37 USC 310, the statement or copy must identify the hostile fire/imminent danger pay area in which the borrower is/was on active duty.

I certify, to the best of my knowledge and belief, that:

- The borrower's service meets the eligibility requirements for the deferment(s) indicated in Section 2 and as described in Sections 6 and 7, as applicable.
- The borrower's service begins/began on \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (mm-dd-yyyy)
- The borrower's service ends/ended on \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (mm-dd-yyyy)
- If the borrower is requesting a **Military Service Deferment** (see Section 2, Item A) –

(1) The borrower is (check one):

- ☐ A Reserve/retired member called to active duty under 10 USC 12301(a), 12301(g), 12302, 12304, 12306, or 688.
- ☐ On full-time National Guard duty as defined in 10 USC 101(d)(5) under a call to active duty service authorized by the President or the Secretary of Defense.
- ☐ Reassigned to another duty station other than where the member is normally assigned.

**Note:** If none of the above conditions apply, do not complete this form.

(2) The reassignment/call to active duty/full-time National Guard duty is in connection with the following contingency operation, national emergency, or war: ☐ Operation Enduring Freedom ☐ Operation New Dawn

☐ National emergency, war, or other contingency operation (identify) \_\_\_\_\_

**Note:** If the borrower's service is not in connection with a contingency operation, national emergency, or war, as defined in Section 6, do not complete this form.

(3) ☐ If applicable, by checking this box I further certify that the borrower is/was serving in an area of hostilities in which service qualifies for special pay under 37 USC 310.

Name of Military Branch or National Guard Component \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_ Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Authorized Official's Signature \_\_\_\_\_ Date \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_



## SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 31, 2013 = 01-31-2013. An authorized official must complete Section 4, or a copy of your military orders or a written statement from your commanding or personnel officer must be attached. Include your name and social security number on any documentation that you are required to submit with this form. If you need help completing this form, contact your loan holder. If you are applying for a deferment(s) on loans that are held by different loan holders, you must submit a separate deferment request to each loan holder.

Return the completed form and any required documentation to the address shown in Section 8.

## SECTION 6: DEFINITIONS

### ■ For the Military Service Deferment only--

- **Active duty** means full-time duty in the active military service of the United States as defined in 10 USC 101(d)(1), but does not include training or attendance at a service school.
- **Serving on active duty during a war or other military operation or national emergency** means service by an individual who is (1) a Reserve of an Armed Force ordered to active duty under 10 USC 12301(a), 12301(g), 12302, 12304, or 12306; (2) a retired member of an Armed Force ordered to active duty under 10 USC 688 for service in connection with a war or other military operation or national emergency, regardless of the location at which the active duty service is performed; or (3) any other member of an Armed Force on active duty in connection with the emergency or subsequent actions or conditions who has been assigned to a duty station at a location other than the location where the member is normally assigned.
- **Military operation** means a contingency operation as defined in 10 USC 101(a)(13). A contingency operation is a military operation that (1) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under 10 USC 688, 12301(a), 12302, 12304, 12305, or 12406; 10 USC Chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress.
- **National emergency** means the national emergency by reason of certain terrorist attacks declared by the President on September 14, 2001, or subsequent national emergencies declared by the President by reason of terrorist attacks.

- **Qualifying National Guard duty during a war or other operation or national emergency** means training or other duty, other than inactive, performed by a member of the National Guard on full-time National Guard duty, as defined in 10 USC 101(d)(5), under a call to active service authorized by the President or the Secretary of Defense. The training or other duty must be performed for more than 30 consecutive days under 32 USC 502(f) in connection with a war, other military operation, or national emergency as declared by the President and supported by federal funds.

### ■ For the Post-Active Duty Student Deferment only--

- For a Reserve or retired member of an Armed Force, **active duty** means full-time duty in the active military service of the United States as defined in 10 USC 101(d)(1) for at least 30 consecutive days of service, but does not include training or attendance at a service school.
- For a member of the National Guard, **active duty** means (1) active state duty under which a governor activates National Guard personnel based on state law or policy and the activities of the National Guard are paid for with state funds; and (2) full-time National Guard duty under which a governor is authorized, with the approval of the President or the Secretary of Defense, to order a member to state active duty and the activities of the National Guard are paid for with federal funds. Active duty for this deferment does not include (1) active duty for training or attendance at a service school, or (2) employment in a full-time, permanent position in the National Guard unless you are reassigned to active state duty or full-time National Guard duty as described in (1) and (2) of the preceding sentence.
- An **authorized certifying official** who may complete Section 4 is your commanding or personnel officer.



- **Capitalization** is the addition of unpaid interest to the principal balance of your loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates, for a \$15,000 unsubsidized loan balance at a 6.8% interest rate, of the monthly payments due following a 12-month deferment that started when the loan entered repayment. It compares the effects of paying the

interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. Please note that the U.S. Department of Education (the Department) and many other holders do not capitalize interest on a quarterly basis. The actual loan interest charges will depend on your interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about \$12 and saves about \$426 over the lifetime of the loan, as depicted in the chart below.

| Treatment of Interest Accrued During Deferment                                 | Loan Amount | Capitalized Interest for 12 Months | Principal to Be Repaid | Monthly Payment | Number of Payments | Total Amount Repaid | Total Interest Paid |
|--|-------------|------------------------------------|------------------------|-----------------|--------------------|---------------------|---------------------|
| Interest is paid   | \$15,000.00 | \$0.00                             | \$15,000.00            | \$172.62        | 120                | \$21,736.55*        | \$6,730.66          |
| Interest is capitalized at the end of deferment                                | \$15,000.00 | \$1,022.09                         | \$16,022.09            | \$184.38        | 120                | \$22,125.94         | \$7,119.64          |
| Interest is capitalized quarterly during deferment and at the end of deferment | \$15,000.00 | \$1,048.51                         | \$16,048.51            | \$184.69        | 120                | \$22,162.41         | \$7,156.10          |

\*Total amount repaid includes \$1,022.09 of interest paid during the 12-month period of deferment.

- A **deferment** is a period during which you are entitled to postpone repayment of the principal balance of your loan(s). Interest does not accrue during a deferment on Perkins Loan Program loans, a Direct Subsidized Loan, a subsidized Direct Consolidation Loan, a subsidized Federal Stafford Loan, or, in some cases, the subsidized portion of a Federal Consolidation Loan (see Note). Interest does accrue during a deferment on a Direct Unsubsidized Loan, a Direct PLUS Loan, an unsubsidized Direct Consolidation Loan, an unsubsidized Federal Stafford Loan, a Federal PLUS Loan, or a Federal SLS Loan unless you qualify for the no interest accrual benefit for active duty service members (see Section 7). **Note:** Interest does not accrue on a Federal Consolidation Loan during a deferment only if: (1) the application for the Federal Consolidation Loan was received by your loan holder on or after January 1, 1993, but before August 10, 1993; (2) the application was received by your loan holder on or after August 10, 1993, and the Federal Consolidation Loan includes *only* Federal Stafford Loans that were eligible for federal interest subsidy; or (3) the application was received by your loan holder on or after November 13, 1997, in which case interest does not accrue on the portion of the Federal Consolidation Loan that paid a subsidized Direct Loan and/or FFEL Program loan(s).
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford (Stafford) Loans, Federal PLUS (PLUS) Loans, Federal Consolidation (Consolidation) Loans, and Federal Supplemental Loans for Students (SLS).
- The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).
- A **forbearance** is a period during which you are permitted to temporarily postpone making payments, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled.
- The **holder** of your Direct Loan Program loan(s) is the Department. The holder of your FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loan Program loan(s) may be a school or the Department.
- The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.



## SECTION 7: ELIGIBILITY REQUIREMENTS AND TERMS/CONDITIONS

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- **Military Service Deferment eligibility requirements:** You may defer repayment of your loan(s) while you are (1) serving on active duty during a war or other military operation or national emergency, or (2) performing qualifying National Guard duty during a war or other military operation or national emergency, and for an additional 180 days following the completion of your qualifying military service. You must provide your loan holder with a copy of your military orders or a written statement from your commanding or personnel officer, or you must have your commanding or personnel officer certify in Section 4 on this form.
- **Post-Active Duty Student Deferment eligibility requirements:** You may defer repayment of your loan(s) after your active duty military service and any applicable grace period until the earlier of (a) the date you resume enrollment at an eligible school on at least a half-time basis, or (b) 13 months following the completion of your active duty military service and any applicable grace period, if (1) you are a member of the National Guard or other reserve component of the Armed Forces or a retired member, and your service includes a period on or after October 1, 2007; (2) you were enrolled at least half time at an eligible school when you were called to active duty or within 6 months before the date you were called to active duty; (3) you provide your loan holder with the name of the school you attended and your last date of attendance; and (4) you provide your loan holder with a copy of your military orders or a written statement from your commanding or personnel officer, or your commanding or personnel officer certifies in Section 4 on this form.
- You are not required to make payments of loan principal during your deferment. Interest will not accrue on your Perkins Loan Program loan(s) or on your subsidized Direct Loan or FFEL Program loan(s) during your deferment. However, interest will accrue on your unsubsidized Direct Loan and FFEL Program loans, unless you qualify for the Direct Loan Program's no interest accrual benefit for active duty service members as explained below.
- You may pay the interest that accrues on your unsubsidized Direct Loan and FFEL Program loans during your deferment. Your loan holder may capitalize interest that you do not pay during the deferment period on your unsubsidized Direct Loan and FFEL Program loans.
- If your deferment does not cover all your past due payments, your loan holder may grant a forbearance on your loan(s) for all payments due before the begin date of your deferment. If the period for which you are eligible for a deferment has ended, your loan holder may grant a forbearance on your loan(s) for all payments due when your deferment request is processed. Interest that accrues during this forbearance may be capitalized. Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance period is not capitalized.
- Your loan holder may grant a forbearance on your Direct Loan and/or FFEL Program loan(s) for up to 60 days, if necessary, for the collection and processing of documentation related to your deferment request. Interest that accrues during this forbearance period will not be capitalized.
- If you are a Direct Loan borrower, no interest will be charged on your Direct Loan Program loan(s) that was first disbursed on or after October 1, 2008, or on the portion of a Direct Consolidation Loan that repaid a Direct Loan and/or FFEL Program loan(s) that was first disbursed on or after October 1, 2008, for a period not to exceed 60 months while you:
  - Qualify for a Military Service Deferment (see Section 2, Item A) as described in Sections 6 and 7, and
  - Serve in an area of hostilities in which service qualifies for special pay under 37 USC 310, as certified by an authorized official in Section 4, or documented in a written statement from your commanding or personnel officer or in a copy of your military orders.

## SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

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Return the completed form and any required documentation to:  
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:  
(If no telephone number is shown, call your loan holder.)



## SECTION 9: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 USC 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 *et seq.*, §451 *et seq.*, and/or §461 *et seq.* of the Higher Education Act (HEA) of 1965, as amended (20 USC 1071 *et seq.*, 20 USC 1087a *et seq.*, and/or 20 USC 1087aa *et seq.*), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 USC 1091(a)(4)) and 31 USC 7701(b). Participating in the Federal Family Education Loan (FFEL) Program, William D. Ford Federal Direct Loan (Direct Loan) Program, and Federal Perkins Loan (Perkins) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, Direct Loan Program, and/or Perkins Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to

efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 USC Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 0.5 hours (30 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 674.34, 682.210, or 685.204. Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden to the U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537 or e-mail [ICDocketMgr@ed.gov](mailto:ICDocketMgr@ed.gov) and reference OMB Control Number 1845-0080. **Note: Please do not return the completed form to this address.**

**If you have questions regarding the status of your individual submission of this form, contact your loan holder (see Section 8).**





## PARENT PLUS BORROWER DEFERMENT REQUEST

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program

OMB No. 1845-0011  
Form Approved  
Exp. Date 9/30/2018

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

### SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone - Primary \_\_\_\_\_

Telephone - Alternate \_\_\_\_\_

Email (Optional) \_\_\_\_\_

### SECTION 2: BORROWER DETERMINATION OF DEFERMENT ELIGIBILITY

Carefully read the entire form before completing it.

To qualify, you must be a parent borrower of a Direct or Federal PLUS Loan:

- That was first disbursed *on or after* July 1, 2008 or
- Who has an outstanding balance on a FFEL Program loan first disbursed *before* July 1, 1993, or had a balance on a FFEL Program loan first disbursed *before* July 1, 1993, when you obtained a Direct or Federal PLUS Loan *on or after* July 1, 1993.
- In addition, if your loan was first disbursed *before* July 1, 1993, the student must be a dependent student (as defined in Section 6) during the deferment period.

To qualify, the student on whose behalf you borrowed the PLUS Loan must:

- Be enrolled full time.
- Be enrolled at least half time, but less than full time, unless you had a balance on a FFEL Program loan first disbursed *before* July 1, 1987 when you obtained a Direct Loan or FFEL Program loan that was first disbursed *on or after* July 1, 1987.

You may also defer repayment for the 6 months following the date that the student on whose behalf you borrowed ceases to be enrolled at least half time if your Direct or Federal PLUS Loan was first disbursed *on or after* July 1, 2008.

### SECTION 3: BORROWER REQUESTS, UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

I request:

- To defer repayment of my PLUS Loans for the period during which I meet the eligibility criteria outlined in Section 2, as certified by an authorized official in Section 4, and based on the student's enrollment (identified below):

Name \_\_\_\_\_ SSN \_\_\_\_\_

- ☐ If indicated, to make interest payments on my loans during my deferment.
- ☐ If I am eligible and if indicated, to defer repayment of the PLUS Loan for the 6-month period after the student identified above is no longer enrolled on at least a half-time basis, graduates, or withdraws.



Borrower Name \_\_\_\_\_ Borrower SSN \_\_\_\_\_

SECTION 3: BORROWER REQUESTS, UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION (CONTINUED)

I understand that:

- I am not required to make payments of loan principal or interest during my deferment.
- My deferment will begin, as certified by the authorized official, on the date I became eligible for the deferment.
- My deferment will end on the later of the date I am no longer eligible for the deferment or as requested following the 6-month period after the student is no longer enrolled on an at least half-time basis, graduates, or withdraws.
- Interest may capitalize on my loans during or at the expiration of my deferment or forbearance.

I certify that:

- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, as required, to support my deferment eligibility.
- I will notify my loan holder immediately when my eligibility for the deferment ends.
- I have read, understand, and meet the eligibility requirements in Section 2.

I authorize the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

SECTION 4: AUTHORIZED OFFICIAL'S CERTIFICATION

**Note:** As an alternative to completing this section, you may attach separate documentation from an authorized official that includes all of the information requested below.

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• The student identified in Section 3 is enrolled:<br/><input type="checkbox"/> Full time<br/><input type="checkbox"/> At least half time, but less than full time</li></ul> | <ul style="list-style-type: none"><li>• The academic period for which I am certifying the student's enrollment ends/ended on:<br/>_____</li></ul> |
| <ul style="list-style-type: none"><li>• The academic period for which I am certifying the student's enrollment status begins/began on:<br/>_____</li></ul>   | <ul style="list-style-type: none"><li>• The student is expected to complete his/her program requirements on:<br/>_____</li></ul>                  |

I certify, to the best of my knowledge and belief, that the information that I have provided in this section is accurate.

|                             |                                       |
|-----------------------------|---------------------------------------|
| Name of Institution _____   | OPEID _____                           |
| Address _____               | City _____ State _____ Zip Code _____ |
| Official's Name/Title _____ | Telephone _____                       |
| Official's Signature _____  | Date _____                            |

SECTION 5: INSTRUCTIONS FOR COMPLETING THE DEFERMENT REQUEST

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you are required to submit with this form. If you want to apply for a deferment on loans that are held by different loan holders, you must submit a separate deferment request to each loan holder. **Return the completed form and any required documentation to the address shown in Section 7.**

## SECTION 6: DEFINITIONS

An **authorized official** who may complete Section 4 is an official of the school where the student is/was enrolled.

**Capitalization** is the addition of unpaid interest to the principal balance of your loan. Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. Table 1 (below) provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan. The example loan has a 6% interest rate and the example deferment or forbearance lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to capitalize.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans.

A **dependent student** is a student who: **(1)** is under 24 years of age by December 31 of the award year (July 1 through June 30) in which the student is enrolled; **(2)** is not an orphan or ward of the court; **(3)** is not a veteran of the armed forces of the United States; **(4)** is not a graduate or professional student; **(5)** is not married; **(6)** has no legal dependents; and **(7)** has not been classified as independent by a financial aid administrator due to other unusual circumstances.

An **eligible school** is a school that has been **approved** by the Department to participate in the Department's Federal Student Aid programs, even if the school does not participate in those programs.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

A **subsidized loan** is a Direct Subsidized Loan, a Direct Subsidized Consolidation Loan, a Federal Subsidized Stafford Loan, and portions of some Federal Consolidation Loans.

An **unsubsidized loan** is a Direct Unsubsidized Loan, a Direct Unsubsidized Consolidation Loan, a Direct PLUS Loan, a Federal Unsubsidized Stafford Loan, a Federal PLUS Loan, a Federal SLS, and portions of some Federal Consolidation Loans.

The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.

**Table 1. Capitalization Chart**

| Treatment of Interest with Deferment/Forbearance | Loan Amt. | Capitalized Interest | Outstanding Principal | Monthly Payment | Number of Payments | Total Repaid |
|--|-----------|----------------------|-----------------------|-----------------|--------------------|--------------|
| Interest is paid                                 | \$30,000  | \$0                  | \$30,000              | \$333           | 120                | \$41,767     |
| Interest is capitalized at the end               | \$30,000  | \$1,800              | \$31,800              | \$353           | 120                | \$42,365     |
| Interest is capitalized quarterly and at the end | \$30,000  | \$1,841              | \$31,841              | \$354           | 120                | \$42,420     |

## SECTION 7: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed form and any documentation to:  
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:  
(If no phone number is shown, call your loan holder.)



## SECTION 8: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq. or §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq. or 20 U.S.C. 1087a et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program or Federal Family Education Loan (FFEL) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan or FFEL Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0011. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 682.210 or 685.204. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 7).





# UNEMPLOYMENT DEFERMENT REQUEST

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program

OMB No. 1845-0011  
Form Approved  
Exp. Date 9/30/2018

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

## SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone - Primary \_\_\_\_\_

Telephone - Alternate \_\_\_\_\_

Email (Optional) \_\_\_\_\_

## SECTION 2: BORROWER DETERMINATION OF DEFERMENT ELIGIBILITY

**Carefully read the entire form before completing it. Complete Section 2 in its entirety. For most borrowers, maximum eligibility is 36 months.** For FFEL Program borrowers who have an outstanding balance on a FFEL Program loan first disbursed *before* July 1, 1993 or who had an outstanding balance on a loan first disbursed *before* July 1, 1993 when receiving a FFEL Program loan *on or after* July 1, 1993, maximum eligibility is 24 months.

1. Are you receiving unemployment benefits?

If you answer yes, you must attach documentation of your eligibility for these benefits which:

- Includes your name, address, and Social Security Number and
- Shows that you are eligible to receive the benefits for the period of time for which you are requesting a deferment.

☐ Yes - Skip to Section 3.

☐ No - Continue to Item 2.

2. Are you diligently seeking but unable to find full-time employment (see Section 5) in the United States?

☐ Yes - Continue to Item 3.

☐ No - You are not eligible for this deferment.

3. Have you rejected offers of full-time employment in the United States in any field or at any salary or responsibility level because you were overqualified?

☐ Yes - You are not eligible for this deferment unless you are a Perkins Loan borrower. If you are a Perkins Loan borrower, continue to Item 4.

☐ No - Continue to Item 4.

4. Is this an extension of a previously granted Unemployment Deferment?

☐ Yes - Continue to Item 5.

☐ No - Skip to Item 6.

5. Have you made at least six diligent attempts to find full-time employment in the most recent 6 months?

☐ Yes - Continue to Item 6.

☐ No - You are not eligible for this deferment unless you are a Perkins Loan borrower. If you are a Perkins Loan borrower, continue to Item 6.

6. Is there a public or private employment agency within 50 miles of your current address?

School placement offices, temporary employment agencies, and Web sites that allow users to search or apply for employment do not qualify.

☐ Yes - Continue to Item 7.

☐ No - Skip to Section 3.

7. Have you registered with the public or private employment agency?

☐ Yes - Continue to Section 3.

☐ No - You are not eligible for this deferment unless you are a Perkins Loan borrower. If you are a Perkins Loan borrower, continue to Section 3.



Borrower Name \_\_\_\_\_

Borrower SSN \_\_\_\_\_

**SECTION 3: BORROWER REQUESTS, UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION**

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**I request:**

- To defer repayment of my loans for the period during which I meet the eligibility criteria in Section 2.
- That my deferment begin on the date I became unemployed or began working less than full time unless I provide a later date: \_\_\_\_\_
- ☐ If indicated, to make interest payments during deferment.

**I understand that:**

- I am not required to make payments of loan principal or interest during my deferment.
- My deferment will begin on the later of the date I became eligible for the deferment or the date I requested.
- If I am a Direct Loan or FFEL Program borrower, my deferment will end on the earlier of the date I exhaust my maximum eligibility for the deferment, 6 months from the date my deferment begins, or on the date I am no longer eligible for the deferment for another reason.
- If I am a Perkins Loan borrower, my deferment will end on the earlier of the date I exhaust my maximum eligibility for the deferment, 12 months from the date my deferment begins, or on the date I am no longer eligible for the deferment for another reason.
- If I am a Perkins Loan borrower, I will receive a 6-month post-deferment grace period beginning on the date I no longer qualify for the deferment.
- Interest may capitalize on my loan during or at the expiration of my deferment or forbearance, but interest never capitalizes on a Perkins Loan.
- Instead of deferment, I may be eligible for a repayment plan that determines my monthly payment amount based on my income and that I can visit [StudentAid.gov/IDR](http://StudentAid.gov/IDR) for more information.

**I certify that:**

- I became unemployed or began working less than full time on: \_\_\_\_\_
- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, as required, to support my deferment eligibility.
- I will notify my loan holder immediately when my eligibility for the deferment ends.
- I have read, understand, and meet the eligibility requirements in Section 2.

**I authorize** the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

**Borrower's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**SECTION 4: INSTRUCTIONS FOR COMPLETING THE DEFERMENT REQUEST**

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Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you are required to submit with this form. If you want to apply for a deferment on loans that are held by different loan holders, you must submit a separate deferment request to each loan holder. **Return the completed form and any required documentation to the address shown in Section 6.**



## SECTION 5: DEFINITIONS

**Capitalization** is the addition of unpaid interest to the principal balance of your loan. Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. Interest never capitalizes on Perkins Loans. Table 1 (below) provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan. The example loan has a 6% interest rate and the example deferment or forbearance lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to capitalize.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans. On loans made under the Perkins Loan Program, all deferments are followed by a post-deferment grace period of 6 months, during which time you are not required to make payments.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).

**Full-time employment** is defined as working at least 30 hours per week in a position expected to last at least 3 consecutive months.

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loans is an institution of higher education or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

A **subsidized loan** is a Direct Subsidized Loan, a Direct Subsidized Consolidation Loan, a Federal Subsidized Stafford Loan, portions of some Federal Consolidation Loans, Federal Perkins Loans, NDSL, and Defense Loans.

An **unsubsidized loan** is a Direct Unsubsidized Loan, a Direct Unsubsidized Consolidation Loan, a Direct PLUS Loan, a Federal Unsubsidized Stafford Loan, a Federal PLUS Loan, a Federal SLS, and portions of some Federal Consolidation Loans.

The **United States**, for the purpose of this deferment, includes any state of the Union, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, the Freely Associated States (the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau), and U.S. military bases and embassy compounds in foreign countries.

The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.

**Table 1. Capitalization Chart**

| Treatment of Interest with Deferment/Forbearance | Loan Amt. | Capitalized Interest | Outstanding Principal | Monthly Payment | Number of Payments | Total Repaid |
|--|-----------|----------------------|-----------------------|-----------------|--------------------|--------------|
| Interest is paid                                 | \$30,000  | \$0                  | \$30,000              | \$333           | 120                | \$41,767     |
| Interest is capitalized at the end               | \$30,000  | \$1,800              | \$31,800              | \$353           | 120                | \$42,365     |
| Interest is capitalized quarterly and at the end | \$30,000  | \$1,841              | \$31,841              | \$354           | 120                | \$42,420     |

## SECTION 6: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed form and any documentation to:  
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:  
(If no phone number is shown, call your loan holder.)



## SECTION 7: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0011. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 674.35, 674.35, 674.36, 674.37, 682.210, or 685.204. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 6).



## Exhibit 22



PSLF ECF

# PUBLIC SERVICE LOAN FORGIVENESS (PSLF): EMPLOYMENT CERTIFICATION FORM

William D. Ford Federal Direct Loan (Direct Loan) Program

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

OMB No. 1845-0110  
Form Approved  
Exp. Date 12/31/2017

## SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone - Primary \_\_\_\_\_  
Telephone - Alternate \_\_\_\_\_  
Email (Optional) \_\_\_\_\_

## SECTION 2: BORROWER AUTHORIZATIONS, UNDERSTANDINGS, AND CERTIFICATIONS

Before signing, carefully read the entire form. For more information on PSLF, visit [StudentAid.gov/publicservice](http://StudentAid.gov/publicservice).

### I authorize:

1. My employer or other entity having records about the employment that is the basis of my request to make information from those records available to the U. S. Department of Education (the Department) or its agents or contractors.
2. The entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

### I understand that:

1. To qualify for PSLF, I must make 120 qualifying payments on my Direct Loan(s) while employed full-time by a qualifying employer or employers. Neither the 120 qualifying payments nor the employment have to be consecutive.
2. To qualify for PSLF, I must be employed full-time by a qualifying employer when I apply for and receive PSLF.
3. If I qualify for forgiveness, only the remaining balance on my Direct Loan(s) will be forgiven.
4. By submitting this form, my student loan(s) held by the Department will be transferred to FedLoan Servicing.
5. The Department may request supplemental documentation substantiating my employment.
6. The Department will notify me in writing or electronically of the number of qualifying payments I have made while employed full-time by a qualifying employer and how many more I must make before I am eligible to apply for PSLF.
7. The Department will notify me in writing or electronically if the form that I submit is incomplete, or if it determines that my employment or payments do not qualify for PSLF. The Department will explain the reason for the determination and the steps I need to take to correct the form or make qualifying payments.
8. The Department will retain this certification form until I submit my application for forgiveness.

I **certify** that all of the information I have provided on this form and in any accompanying document is true, complete, and correct to the best of my knowledge and belief.

- ☐ Check this box if you cannot obtain certification from your employer because the organization is closed or because the organization has refused to certify your employment. The Department will follow up to assist you in getting documentation of your employment. **Complete Section 3, but do not complete Section 4.**

Borrower's Signature \_\_\_\_\_

Date \_\_\_\_\_



Borrower Name \_\_\_\_\_

Borrower SSN \_\_\_\_\_

**SECTION 3: EMPLOYER INFORMATION (TO BE COMPLETED BY THE BORROWER OR EMPLOYER)**

1. Employer Name: \_\_\_\_\_

2. Federal Employer Identification Number (FEIN) \_\_\_\_\_

Your employer's EIN may be found on your Wage and Tax Statement (W-2).

3. Employer Address: \_\_\_\_\_

4. Employer Website (if any): \_\_\_\_\_

5. Employment Begin Date: \_\_\_\_\_

6. Employment End Date: \_\_\_\_\_

OR

☐ Still Employed

7. Employment Status: ☐ Full-Time ☐ Part-Time

8. Hours Per Week (Average) \_\_\_\_\_

Include vacation, leave time, or any leave taken under the Family Medical Leave Act of 1993. If your employer is a 501(c)(3) or a not-for-profit organization, do not include any hours you spent on **religious instruction, worship services, or proselytizing**.

9. Is your employer a **governmental** organization?

A governmental organization is a Federal, State, local, or Tribal government organization, agency, or entity, a public child or family service agency, a Tribal college or university, or the Peace Corps or AmeriCorps.

☐ Yes - Skip to Section 4.

☐ No - Continue to Item 10.

10. Is your employer tax-exempt under Section 501(c)(3) of the Internal Revenue Code?

☐ Yes - Skip to Section 4.

☐ No - Continue to Item 11.

11. Is your employer a **not-for-profit** organization?

☐ Yes - Continue to Item 12.

☐ No - Your employer does not qualify.

12. Is your employer a partisan political organization?

☐ Yes - Your employer does not qualify.

☐ No - Continue to Item 13.

13. Is your employer a labor union?

☐ Yes - Your employer does not qualify.

☐ No - Continue to Item 14.

14. Indicate which service or services your employer provides and then continue to Section 4, if appropriate:

☐ Emergency management

☐ Military service (See Section 6)

☐ Public safety

☐ Law enforcement

☐ Public interest legal services (See Section 6)

☐ Early childhood education (See Section 6)

☐ Public service for individuals with disabilities

☐ Public service for the elderly

☐ Public health (See Section 6)

☐ Public education (See Section 6)

☐ Public library services

☐ School library services

☐ Other school-based services

☐ None of the above - your employer does not qualify.

**SECTION 4: EMPLOYER CERTIFICATION (TO BE COMPLETED BY THE EMPLOYER)**

By signing, I **certify** that the information in Section 3 is true, complete, and correct to the best of my knowledge and belief and that I am an authorized official (see Section 6) of the organization named in Section 3. **Complete the rest of this Section.**

**Note:** If any of the information is crossed out or altered in Section 3, you must initial those changes.

Authorized Official's Name \_\_\_\_\_

Authorized Official's Phone \_\_\_\_\_

Authorized Official's Title \_\_\_\_\_

Authorized Official's Email \_\_\_\_\_

Authorized Official's Signature \_\_\_\_\_

Date \_\_\_\_\_



## SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

You may submit information about multiple employers by submitting one copy of Sections 1 and 2 (Page 1), and one copy of Sections 3 and 4 (Page 2) per employer. When completing this form, type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: March 14, 2016 = 03-14-2016. If any information is crossed out or altered in Section 3, it must be initialed by your employer. For more information about PSLF and how to use this form, visit [StudentAid.gov/publicservice](http://StudentAid.gov/publicservice). **Return the completed form to the address shown in Section 7.**

## SECTION 6: DEFINITIONS

**AmeriCorps position** means a position approved by the Corporation for National and Community Service under Section 123 of the National and Community Service Act of 1990 (42 U.S.C. 12573).

An **authorized official** is an official of a public service organization (including AmeriCorps or the Peace Corps) who has access to the borrower's employment or service records and is authorized by the public service organization to certify the employment status of the organization's employees or former employees, or the service of AmeriCorps or Peace Corps volunteers.

**Eligible loans** are loans that are not in default and made under the William D. Ford Federal Direct Loan (Direct Loan) Program.

**Early childhood education** includes licensed or regulated child care, Head Start, and State funded pre-kindergarten.

An **employee** means an individual who is hired and paid by the organization.

**Full-time** means working in qualifying employment in one or more jobs for the greater of: (1) An annual average of at least 30 hours per week or, for a contractual or employment period of at least 8 months, an average of 30 hours per week; or (2) Unless the qualifying employment is with two or more employers, the number of hours the employer considers full time.

**Government** includes a Federal, State, local or Tribal government organization, agency or entity; a public child or family service agency; or a Tribal college or university.

An **on-time payment** is a payment made no more than 15 days after the due date for the payment.

**Law enforcement** means service performed by an employee of a public service organization that is publicly funded and whose principal activities pertain to crime prevention, control or reduction of crime, or the enforcement of criminal law.

**Military service** means service on behalf of the U. S. Armed Forces or the National Guard performed by an employee of a public service organization.

**Peace Corps position** means a full-time assignment under the Peace Corps Act as provided for under 22 U.S.C. 2504.

**Public education** includes services that provide educational enrichment or support directly to students or their families in a school or a school-like setting.

**Public interest legal services** refers to legal services that are funded in whole or in part by a local, State, Federal, or Tribal government.

**Public health** includes nurses, nurse practitioners, nurses in a clinical setting, and full-time professionals engaged in health care practitioner occupations and health support occupations, as such terms are defined by the Bureau of Labor Statistics.

A **public service organization** is a private not-for-profit organization that is not a labor union or a partisan political organization and that provides at least one of the following public services: (1) emergency management, (2) military service, (3) public safety, (4) law enforcement, (5) public interest legal services, (6) early childhood education, (7) public service for individuals with disabilities and the elderly, (8) public health, (9) public education, (10) public library services, (11) school library services, or (12) other school-based services.

**Qualifying payments** are separate, on-time, full monthly payments made on a Direct Loan after October 1, 2007 under a qualifying repayment plan.

**Qualifying employment** includes employment by the government, employment by a not-for-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, AmeriCorps position, a Peace Corps position, or employment at a public service organization.

**Qualifying repayment plans** include the Revised Pay As You Earn (REPAYE) plan, the Pay As You Earn (PAYE) plan, the Income-Based Repayment (IBR) plan, the Income-Contingent Repayment (ICR) plan, the 10-Year Standard Repayment plan (Standard Repayment plan with a maximum 10-year repayment period), and any other Direct Loan repayment plan, but only if payments are at least equal to the monthly payment amount that would be required under the Standard Repayment plan with a 10-year repayment period.



## SECTION 7: WHERE TO SEND THE COMPLETED FORM

Return the completed form and any documentation to:  
(If no address is shown, return to your loan holder.)

U.S. Department of Education  
FedLoan Servicing                      Or                      Fax to: 717-720-1628  
P.O. Box 69184  
Harrisburg, PA 17106-9184

If you need help completing this form, call:  
(If no telephone number is shown, call your loan holder.)

Domestic: 855-265-4038  
International: 717-720-1985  
TTY: dial 711, then enter 800-699-2908

Website: [MyFedLoan.org](http://MyFedLoan.org)

## SECTION 8: IMPORTANT INFORMATION ABOUT PSLF

You may obtain loan forgiveness under this program if you make 120 qualifying payments (see "Payment Eligibility") on eligible loans (see "Loan Eligibility") while working in qualifying employment (see "Employment Eligibility").

### **Payment Eligibility**

To receive PSLF, you must make 120 on-time, full, scheduled, separate monthly payments on your Direct Loans under a qualifying repayment plan after October 1, 2007.

On-time payments are those that are received by the Department no later than 15 days after the scheduled payment due date.

Full payments are payments on your Direct Loan in an amount that equals or exceeds the amount you are required to pay each month under your repayment schedule. If you make a payment that is less than what you are required to pay for that month, that month's payment will not count as one of the required 120 qualifying payments. If you make multiple, partial payments in a month and the total of those partial payments equals or exceeds the required full monthly payment amount, those payments will count as one qualifying payment.

Scheduled payments are those that are made while you are in repayment. They do not include payments made while your loans are in an in-school or grace status, or in a deferment or forbearance period.

You must make separate monthly payments. Lump sum payments or payments you make as advance payments for future months do not count as more than one qualifying payment. If you wish to make a payment in excess of your scheduled monthly payment, follow the instructions on your bill for providing payment instructions, and notate that your payment is not intended to cover future installments. Otherwise, your excess payment may affect your ability to make future qualifying payments.

If you were an AmeriCorps or Peace Corps volunteer, you may receive credit for making qualifying payments if you make a lump sum payment by using all or part of a Segal Education Award or Peace Corps transition payment.

The Department will consider the lump sum payment you have made as the equivalent of qualifying payments equal to the lesser of **(1)** the number of payments resulting after dividing the amount of the lump sum payment by the monthly payment amount you would have made under one of the qualifying repayment plans listed below; or **(2)** 12 payments.

Peace Corps volunteers making an eligible lump sum payment must do so within 6 months of the Employment End Date, as reported in Section 3.

Your payments must be made under a qualifying repayment plan. Qualifying repayment plans include the REPAYE plan, the PAYE plan, the IBR plan, the ICR plan, the 10-Year Standard Repayment plan, or any other Direct Loan repayment plan, but only payments that are at least equal to the monthly payment amount that would be required under the 10-Year Standard Repayment plan.

Though repayment plans other than the REPAYE, PAYE, IBR, and ICR plans are qualifying repayment plans for PSLF, you must enter REPAYE, PAYE, IBR, or ICR to have a remaining balance to forgive after becoming eligible for PSLF. Otherwise, your loans will be fully repaid within 10 years. To apply for these plans, visit [StudentLoans.gov](http://StudentLoans.gov).

**IMPORTANT:** The Standard Repayment Plan for Direct Consolidation Loans made on or after July 1, 2006 have repayment periods of different lengths. Monthly payments you make under the Standard Repayment Plan on such Direct Consolidation Loans are only qualifying payments if the loans have a 10-year repayment period (which would only occur if your total education indebtedness is less than \$7,500).

### **Loan Eligibility**

Only Direct Loan Program loans that are not in default are eligible for PSLF. Loans you received under the Federal Family Education Loan (FFEL) Program, the Federal Perkins Loan (Perkins Loan) Program, or any other student loan program are not eligible for PSLF.



## **SECTION 8: IMPORTANT INFORMATION ABOUT PSLF (CONTINUED)**

### **Loan Eligibility (Continued)**

If you have FFEL Program or Perkins Loan Program loans, you may consolidate them into a Direct Consolidation Loan to take advantage of PSLF. However, payments made on your FFEL Program or Perkins Loan Program loans before you consolidated them, even if they were made under a qualifying repayment plan, do not count as qualifying PSLF payments. In addition, if you made qualifying payments on a Direct Loan and then consolidate it into a Direct Consolidation Loan, you must start over making qualifying payments on the new Direct Consolidation Loan.

If you consolidate your FFEL Program or Perkins Loan Program loans into a Direct Consolidation Loan to take advantage of PSLF and do not have any Direct Loans, do not submit this form until you have consolidated your loans. The online application for Direct Consolidation Loans contains a section that allows you to indicate that you are consolidating your loans for PSLF. The online application is available at [StudentLoans.gov](http://StudentLoans.gov). If you don't know whether you have Direct Loans, go to [StudentAid.gov/login](http://StudentAid.gov/login).

### **Employment Eligibility**

To qualify for PSLF, you must be an employee of a qualifying organization. An employee is someone who is hired and paid by the organization. You may physically perform your work at a qualifying or non-qualifying organization, so long as your employer is a qualifying organization. If you are a contracted employee, the organization that hired and pays you must qualify, not the organization where you perform your work. The type or nature of employment with the organization does not matter for PSLF purposes.

A qualifying organization is a government organization or a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (IRC). Service in an AmeriCorps or Peace Corps position is also qualifying employment. The type of services that these organizations provide does not matter for PSLF purposes.

A private not-for-profit organization that is not a tax-exempt organization under Section 501(c)(3) of the IRC may be a qualifying organization if it provides certain specified public services. These services include emergency management, military service, public safety, or law enforcement services; public health services; public education or public library services; school library and other school-based services; public interest law services; early childhood education; public service for individuals with disabilities and the elderly. The organization must not be a business organized for profit, a labor union, or a partisan political organization.

Employment as a member of the U.S. Congress is not qualifying employment.

### **Employment Eligibility (Continued)**

You must be employed full-time by your employer.

Generally, you must meet your employer's definition of full-time. However, for PSLF purposes, that definition must be at least an annual average of 30 hours per week. For purposes of the full-time requirement, your qualifying employment at a 501(c)(3) organization or a not-for-profit organization does not include time spent participating in religious instruction, worship services, or any form of proselytizing.

If you are a teacher, or other employee of a public service organization, under contract for at least eight out of 12 months, you meet the full-time standard if you work an average of at least 30 hours per week during the contractual period and receive credit by your employer for a full year's worth of employment.

If you are employed in more than one qualifying part-time job simultaneously, you may meet the full-time employment requirement if you work a combined average of at least 30 hours per week with your employers.

Vacation or leave time provided by the employer or leave taken for a condition that is a qualifying reason for leave under the Family and Medical Leave Act of 1993, 29, U.S.C. 2612(a)(1) and (3) is equivalent to hours worked in qualifying employment.

### **Other Important Information**

The submission of this form before you apply for PSLF is optional. However, if you wait to submit this form until you apply for PSLF, you will be required to submit one form for each employer that you want considered toward your eligibility for PSLF.

If you submit this form and your employer qualifies, all of your loans held by the Department will be transferred to FedLoan Servicing. FedLoan Servicing will then determine how many qualifying payments you made during the period of qualifying employment within the dates provided in Section 3.

You are not permitted to apply the same period of service to receive PSLF and the Teacher Loan Forgiveness, Service in Areas of National Need, and Civil Legal Assistance Attorney Student Loan Repayment programs.

No borrower will be eligible for PSLF until October 2017 at the earliest. An application for PSLF will be made available at a later time.



## SECTION 9: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0110. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 685.219. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 7).

# Exhibit 23



# U.S. Department of Education

## Financial Disclosure Statement

To evaluate a hardship claim, the U.S. Department of Education (the Department) compares the expenses you claim and support against averages spent for those similar expenses by families of the same size and income as yours. The Department considers proven expenses as reasonable up to the amount of these averages. If you claim more for an expense than the average spent by families like yours, you must provide persuasive explanation why the amount you claim is necessary. These average amounts were determined by the Internal Revenue Service (IRS) from different government studies. You can find the average expense amount that the Department uses at the following Web site: [www.irs.gov](http://www.irs.gov) and then search for “Collection Financial Standards.”

- **Complete all items.** Do not leave any item blank. If the answer is zero, write zero.
- **Provide documentation of expenses.** Expenses may not be considered if you do not provide documents supporting the amounts claimed.
- **Disclose and provide documentation of household income.**
- Failure to provide this information and documentation may result in a denial of your claim of financial hardship.

### Income

Your Name: \_\_\_\_\_ Your Social Security No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Country: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Date Employed: \_\_\_\_\_

Employer Phone: \_\_\_\_\_ Present Position: \_\_\_\_\_

Gross Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

Net Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**ENCLOSE: COPY OF YOUR TWO MOST RECENT PAY STUBS AND  
COPIES OF MOST RECENT W-2s AND 1040, 1040A, 1040EZ or other IRS FILING**

Number of dependents: \_\_\_\_\_ (including yourself)

Marital status: ☐ Married ☐ Single ☐ Divorced

Your spouse's name: \_\_\_\_\_ Spouse's SSN: \_\_\_\_\_

Gross Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

Net Income: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**ENCLOSE: COPY OF TWO MOST RECENT PAY STUBS AND  
COPIES OF MOST RECENT W-2s AND 1040, 1040A, 1040EZ or other IRS FILING**

**Other household members(s) with income:** \_\_\_\_\_ SSN: \_\_\_\_\_

**Gross Income:** \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**Net Income:** \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**ENCLOSE: COPY OF TWO MOST RECENT PAY STUBS AND  
COPIES OF MOST RECENT W-2s AND 1040, 1040A, 1040EZ or other IRS FILING**

**Other Income**

Child support: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Alimony: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Interest: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Public assistance: \$ \_\_\_\_\_ ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other

Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

**Please explain all deductions shown on pay-stubs:**

| Deductions    | Amount | Reason |
|---------------|--------|--------|
| 401K:         | _____  | _____  |
| Retirement:   | _____  | _____  |
| Union Dues:   | _____  | _____  |
| Medical:      | _____  | _____  |
| Credit Union: | _____  | _____  |
| Other:        | _____  | _____  |

**Monthly Expenses**

**Shelter (SEND COPY OF MORTGAGE OR LEASE)**

Rent/Mortgage: \$ \_\_\_\_\_ Paid to whom: \_\_\_\_\_

2<sup>nd</sup> home mortgage: \$ \_\_\_\_\_ Paid to whom: \_\_\_\_\_

Home/Renter insurance: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

**Food and Household**

Expenses: \$ \_\_\_\_\_

Clothing: \$ \_\_\_\_\_

**Utilities (SEND COPIES OF BILLS)**

Electric: \$ \_\_\_\_\_

Gas: \$ \_\_\_\_\_

Water/Sewer: \$ \_\_\_\_\_

Garbage pickup: \$ \_\_\_\_\_

Basic telephone: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_ Describe: \_\_\_\_\_

**Medical (SEND COPIES OF BILLS)**

Insurance \$ \_\_\_\_\_ /per month

*(Only list payments not deducted from paycheck)*

Bill payments \$ \_\_\_\_\_ /per month

*(Only list payments not covered by insurance)*

Other: \$ \_\_\_\_\_ /per month

Describe: \_\_\_\_\_



Transportation (SEND COPIES OF CAR PAYMENT AGREEMENT OR BILLS)

# Of cars \_\_\_\_\_

1<sup>st</sup> Car payment: \$\_\_\_\_\_ /per month  
2<sup>nd</sup> Car payment: \$\_\_\_\_\_ /per month  
Gas and oil: \$\_\_\_\_\_ /per month  
Public transportation: \$\_\_\_\_\_ /per month  
Car insurance: \$\_\_\_\_\_ /per month  
Other: \$\_\_\_\_\_ Describe: \_\_\_\_\_

Child Care (SEND COPIES OF BILLS)

Child care: \$\_\_\_\_\_ /per month      Number of children: \_\_\_\_\_  
Child support: \$\_\_\_\_\_ /per month      Number of children: \_\_\_\_\_  
Other: \$\_\_\_\_\_ /per month      Describe: \_\_\_\_\_

Other Insurance: \$\_\_\_\_\_ Describe: \_\_\_\_\_

Other Expenses (Attach a list describing expense, monthly payment and enclose bills)

Based on this Statement, I think I can afford to pay \$\_\_\_\_\_ per month

I declare under penalty of law that the answers and statements contained herein are true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Warning:** 18 U.S.C. 1001 provides that “whoever...knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any materially false, fictitious, or fraudulent statement or representation...shall be fined up to \$10,000.00 or imprisoned up to five years, or both”

Complete, sign, and return the requested information and documentation to:

US DEPARTMENT OF EDUCATION  
PO BOX 5227  
GREENVILLE TX 75403-5227

Privacy Act Notice

This request is authorized under 31 U.S.C. 3711, 20 U.S.C. 1078-6, and 31 U.S.C. 3720D. You are not required to provide this information. If you do not, we cannot determine your financial ability to repay your student aid debt. The information you provide will be used to evaluate your ability to pay. It may be disclosed to government agencies and their contractors, to employees, lenders, and others to enforce this debt; to third parties in audit, research, or dispute about the management of this debt; and to parties with a right to this information under the Freedom of Information Act or other Federal law, or with your consent. These uses are explained in Notice for System of Records 18-11-07, 64 FR 30166 (June 4, 1999), 64 FR 72407 (Dec. 27, 1999). We will send a copy at your request.

This FINANCIAL DISCLOSURE FOR REASONABLE AND AFFORDABLE REHABILITATION PAYMENTS has been sent in response to your request to establish a monthly payment plan. In order to determine a payment amount that is both affordable for you and reasonable based on the amount you owe, you must complete and return it.

INSTRUCTIONS:

1. Immediately begin sending the amount you propose to pay each month to:

US DEPARTMENT OF EDUCATION  
NATIONAL PAYMENT CENTER  
PO BOX 105028  
ATLANTA GA 30348-5028

2. Include your name and account number on your check or money order. Do not send cash.
3. Complete every field on the FINANCIAL DISCLOSURE form. If an answer is zero, write zero.
4. If you are paying some expenses quarterly or annually (such as automobile insurance) calculate the amount that would be due if that expense were paid monthly and write that amount in the space provided.
5. Refer to the enclosed document "Documentation Required for Rehabilitation Financial Disclosure" to determine what additional documentation you must return along with the completed FINANCIAL DISCLOSURE form.
6. Return the completed form to:

US DEPARTMENT OF EDUCATION  
PO BOX 5609  
GREENVILLE TX 75403-5609

We will notify you in writing once we determine an acceptable monthly payment amount. You may contact us at 1-800-621-3115 (TTY: 1-877-825-9923) for further assistance.





# FINANCIAL DISCLOSURE FOR REASONABLE AND AFFORDABLE REHABILITATION PAYMENTS

RAP

William D. Ford Federal Direct Loan (Direct Loan) Program  
Federal Family Education Loan (FFEL) Program

OMB No. 1845-0120  
Form Approved  
Exp. Date 03/31/2017

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

## SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone – Primary ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Telephone – Alternate ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
E-mail (optional) \_\_\_\_\_

## SECTION 2: HOUSEHOLD INCOME AND REASONABLE AND NECESSARY MONTHLY EXPENSES

You have received this form because you requested the opportunity to rehabilitate your defaulted Direct Loan(s) and/or FFEL Program Loan(s) and objected to the monthly payment amount your loan holder calculated using the 15 percent formula (15% of the amount by which your Adjusted Gross Income exceeds 150% of the poverty guideline amount applicable to your family size and state, divided by 12). **Before completing this section, carefully read the entire form, including the instructions and definitions in Sections 5, 6, and 7.** Your loan holder will use the information you provide on this form to determine an alternative reasonable and affordable monthly payment amount. If you want to rehabilitate your defaulted loan(s) you must choose to make qualifying payments in either the payment amount calculated using the 15 percent formula or the alternative payment amount determined based on the information you provide on this form. Once you choose the payment amount you want to make you must make 9 on-time payments of that amount over the next 10 months.

Provide the **monthly** income and expense information listed below. Do not include documentation of these sources of income or expenses unless requested to do so by your loan holder. Do not include your spouse's income if your spouse does not contribute to your household income. Your loan holder has the authority to determine if the claimed amount of any expense is reasonable and necessary.

### MONTHLY INCOME

1. Your employment income : \$ \_\_\_\_\_
2. Spouse's employment income : \$ \_\_\_\_\_
3. Child support payments received: \$ \_\_\_\_\_
4. Social Security benefits: \$ \_\_\_\_\_
5. Worker's compensation: \$ \_\_\_\_\_
6. Public assistance: \$ \_\_\_\_\_  
List type(s): \_\_\_\_\_
7. Other income: \$ \_\_\_\_\_  
Describe: \_\_\_\_\_
8. **Total Monthly Income:** \$ \_\_\_\_\_  
(Sum of items 1 through 7)

### MONTHLY EXPENSES

9. Food: \$ \_\_\_\_\_
10. Housing: \$ \_\_\_\_\_
11. Utilities: \$ \_\_\_\_\_
12. Basic communication: \$ \_\_\_\_\_
13. Necessary medical and dental: \$ \_\_\_\_\_
14. Necessary insurance: \$ \_\_\_\_\_
15. Transportation: \$ \_\_\_\_\_
16. Dependent care: \$ \_\_\_\_\_
17. Required child support /  
spousal support: \$ \_\_\_\_\_
18. Federal student loan payments: \$ \_\_\_\_\_
19. Private student loan payments: \$ \_\_\_\_\_
20. Other expenses: \$ \_\_\_\_\_  
Describe: \_\_\_\_\_
21. **Total Monthly Expenses:** \$ \_\_\_\_\_  
(Sum of items 9 through 20)

Borrower Name \_\_\_\_\_ Borrower SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### SECTION 3: FAMILY SIZE, ADJUSTED GROSS INCOME, AND SPOUSAL IDENTIFICATION

Before completing this section, carefully read the entire form, including the instructions and definitions in Sections 5, 6, and 7.

1. Your family size: \_\_\_\_\_

(Note: Your family size includes you, your spouse, and your children (including unborn children who will be born before the end of the calendar year), if the children will receive more than half their support from you. Your family size includes other people only if they live with you now, receive more than half their support from you now, and will continue to receive this support from you for the year for which you are certifying your family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.)

2. Adjusted Gross Income (AGI) amount reported on your most recent IRS tax filing: \$ \_\_\_\_\_ [Optional]

(Note: AGI is used to determine a reasonable and affordable rehabilitation payment amount using the 15 percent formula. You have the option to report AGI on this form in case you decide to accept the monthly payment amount determined using the 15 percent formula, rather than the monthly payment amount determined using the income and expense information you provided on this form. If you choose the payment amount determined using the 15 percent formula, you will be required to submit documentation of your AGI to your loan holder.)

3. Spouse's Name: \_\_\_\_\_ 4. Spouse's SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(Note: Your spouse's name and Social Security Number are only required if you are requesting rehabilitation of a Direct Consolidation Loan or Federal Consolidation Loan that was made jointly to you and your spouse )

### SECTION 4: UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

Before completing this section, carefully read the entire form, including the instructions and definitions in Sections 5, 6, and 7.

■ **I understand that:**

1. I have received this form because I requested the opportunity to rehabilitate my defaulted Direct Loan(s) and/or FFEL Program Loan(s) and objected to the reasonable and affordable monthly payment amount calculated using the 15 percent formula.
2. My loan holder will calculate an alternative reasonable and affordable monthly payment amount that will be based solely on the information I provide on this form and, if requested, supporting documentation.
3. If I do not accept the monthly payment amount calculated using either the 15 percent formula or based on the income and expenses information I provide on this form, the loan rehabilitation process cannot proceed and I will be required to repay my defaulted loans with payment amounts determined by my loan holder in accordance with the terms of the loan and applicable law.
4. If I do not provide any supporting documentation requested by my loan holder by the deadline specified by my loan holder, my request for loan rehabilitation will not be considered any further.
5. If I have a defaulted Direct Consolidation Loan or Federal Consolidation Loan that was made jointly to me and my spouse, both borrowers must request a reasonable and affordable payment rehabilitation payment determination, and our signatures below serve as that request.
6. If I previously rehabilitated a defaulted loan on or after August 14, 2008, I may not rehabilitate that same loan if I default on that loan again.

■ **I certify that:**

1. The information that I have provided on this form is true and correct.
2. Upon request, I will provide additional documentation to my loan holder to support the information I have provided in this form.

- **I authorize** the loan holder to which I submit this request (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If you entered spousal identification information in Section 3)

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_



## SECTION 5: INSTRUCTIONS

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- If you are not completing this form electronically, type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 31, 2013 = 01-31-2013. Include your name and account number(s) for your defaulted loan(s) on any documentation that you are required to submit with this form. If you need help completing this form, contact your loan holder(s).  
**Return the completed form to the address shown in Section 8.**
- **Monthly Income in Section 2 (Items 1 – 7).**  
Your loan holder(s) may request supporting documentation for any income items:  
**Employment income** documentation may include a pay stub or a letter from the employer stating the income from that employer.  
**Child support, Social Security benefit, worker's compensation or public assistance** documentation may include copies of benefits checks or a benefits statement, a letter from a court, a governmental body, or the individual paying child support, specifying the amount of the benefit.
  - **Public assistance:** Identify the type of public assistance received (See definition of "public assistance" in Section 6).
  - **Other income:** Include any other income not covered in items 1-6 and identify the source of the income.
- **Monthly Expenses in Section 2 (Items 9-20).**  
Your loan holder(s) may request supporting documentation for any of these items. Do not include a single expense in more than one category. If you have no expenses under a category, enter 0 for that category.
  - **Food:** Include the amount spent on food, even if purchased using the Supplemental Nutrition Assistance Program (SNAP) (food stamps).
  - **Housing:** Include the amount spent on housing and shelter, such as rent, required security deposits, and mortgage payments (including principal, interest, taxes, and homeowner's insurance).
  - **Utilities:** Include the amount spent on housing-related utility bills, such as gas, electric, water, sewer, trash, and recycling.
  - **Basic communication:** Include the amount spent on basic communication expenses, such as basic telephone and internet expenses.
  - **Medical and dental:** Include the amount spent on necessary medical and dental costs, such as medically necessary prescription and nonprescription medication, and medically necessary nutritional supplements. Do not include any costs relating to medical or dental insurance premium payments.
  - **Insurance:** Include the amount spent on insurance, such as necessary renter's, auto, medical, dental, or life insurance. Include any amounts paid toward insurance premiums, but do not include any amount that is deducted from your paycheck and reflected in the amount of income you listed under Monthly Income. Include homeowner's insurance under Item 10 (Housing).
  - **Transportation:** Include the amount spent on basic transportation expenses such as gas, car loans, basic vehicle maintenance, and public transportation.
  - **Dependent care:** Include the amount spent on care for children or other dependents in the household and other work-related expenses.
  - **Legally required child support/spousal support** Include the amount spent on legally required child support and spousal support.
  - **Federal student loan payments:** Include the total monthly amount paid on any federal student loan(s), except the defaulted loans you are trying to rehabilitate unless you are subject to mandatory withholding such as wage garnishment or Treasury offset (i.e., your Social Security is being garnished). If you are subject to wage garnishment or Treasury offset include the amount that is collected from you monthly. (Include the amount of any payment, voluntary or otherwise).
  - **Private student loan payments:** Include the total monthly amount paid on any private student loan(s). Include any type of payment, voluntary or otherwise.
  - **Other expenses:** Include the amount spent on any other necessary expenses not covered in items 9 - 19 and explain these expenses. These other expenses will be considered only if the Department of Education determines that they should be considered.

## SECTION 6: DEFINITIONS

- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).
- The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.
- **Rehabilitation** of your defaulted loan occurs only after you have made 9 voluntary, reasonable and affordable monthly payments within 20 days of the due date during 10 consecutive months and, for FFEL loans, when the loan has been sold to an eligible lender. When you rehabilitate your loans, you will regain all the benefits of the Direct Loan Program or FFEL Program, including eligibility for deferments or forbearances and eligibility for a repayment plan with a monthly payment amount based on your income. You will also regain eligibility to receive additional Federal student aid, including additional Federal student loans. After a defaulted loan is rehabilitated, your loan holder will instruct any consumer reporting agency to which the default was reported to remove the default from your credit history.
- **Reasonable and affordable payment amount** means a monthly payment that is based either on the 15 percent formula or on information provided in this form and supporting documentation. It cannot be a percentage of your total loan balance or based on information unrelated to your total financial circumstances.
- The **15 percent formula** means fifteen percent of the amount by which your Adjusted Gross Income exceeds 150% of the poverty guideline amount that is applicable to your family size and state, divided by 12. Your minimum payment may not be less than \$5.00.
- The **loan holder** of a defaulted Direct Loan Program loan(s) is the U.S. Department of Education (the Department). The loan holder of a defaulted FFEL Program loan(s) may be a guaranty agency or the Department.
- **Public assistance** means payments you receive under a federal or state program. These assistance programs include, but are not limited to, Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Food Stamps/Supplemental Nutritional Assistance Program (SNAP), or state general public assistance.

## SECTION 7: LOAN REHABILITATION AGREEMENT

- To rehabilitate your loan, you must accept either the monthly rehabilitation payment amount determined using the 15 percent formula, or the amount determined based on the monthly income, monthly expenses, and family size information that you provide on this form and on any requested supporting documentation.
- Your loan holder will provide you with a written loan rehabilitation agreement confirming your monthly rehabilitation payment amount.
- To accept the loan rehabilitation agreement, you must sign the agreement and return it to your loan holder.
- During the loan rehabilitation period, the loan holder will limit contact with you on the loan being rehabilitated to collection activities that are required by law or regulation, and to communication that supports the rehabilitation.
- If you do not accept either monthly payment amount, your rehabilitation request will not be considered any further.

## SECTION 8: WHERE TO SEND THE COMPLETED FINANCIAL DISCLOSURE FORM

Return the completed form and any required documentation to:

(If no address is shown, return to your loan servicer.)

If you need help completing this form, call:

(If no telephone number is shown, call your loan servicer.)



## SECTION 9: IMPORTANT NOTICES

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**Privacy Act Notice.** *The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:*

The authorities for collecting the requested information from and about you are §421 *et seq.* and §451 *et seq.* of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 *et seq.* and 20 U.S.C. 1087a *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student

enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.0 hours (60 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 682.405 or 685.211. Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden to the U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537 or e-mail [ICDocketMgr@ed.gov](mailto:ICDocketMgr@ed.gov) and reference OMB Control Number 1845-0120. **Note: Please do not return the completed form to this address.**

**If you have questions regarding the status of your individual submission of this form, contact your loan holder (see Section 8).**



## Documentation Required for Rehabilitation Financial Disclosure

In addition to the attached FINANCIAL DISCLOSURE FOR REASONABLE AND AFFORDABLE REHABILITATION PAYMENTS, please provide the following supporting documentation.

| Section 1: Income (Include income documents for your spouse if you are married and living together) |  |
|---|--|
| Field   | Please Include the Following Documentation   |
| 1 Your Employment Income  | Signed copy of your Federal 1040 tax return for the most recent tax year (both pages) or a tax transcript form provided by the IRS   |
| 2 Spouse's Employment Income  | Copies of your two (2) most recent pay stubs (they must be dated within the past 90 days)<br><br>If you are self-employed, provide either the most recent 1040 tax return or 1040-ES worksheet.  |
| 3 Child Support Payments Received   | A copy of your divorce decree or support order. If these are not available, or you are not receiving the full amount ordered, provide a written statement explaining how much you are receiving.   |
| 4 Social Security Benefits Received   | A benefits statement from the Social Security Administration   |
| 5 Worker's Compensation   | A pay stub and/or benefit letter (no older than 90 days)   |
| 6 Public Assistance   | A copy of your award letter  |
| 7 Other Income  | Any documentation showing the source and amount  |
| <b>Section 2: Expenses</b>  |  |
| 9 Food  | None required  |
| 10 Housing  | If you live in the U.S. (including Puerto Rico): None required   |
| 11 Utilities  | If you live outside the U.S.: copies of<br><input type="checkbox"/> Mortgage statement or rental agreement, home/renters insurance bills, and<br><input type="checkbox"/> Utility bills, and<br><input type="checkbox"/> Basic communication bills (internet, phone, basic cable)  |
| 12 Basic Communication  |  |
| 13 Necessary Medical and Dental   | None required if you spend less than \$60/mo per person in your family. If you spend more than that, provide proof of what you actually spend out of pocket on co-payments for prescription drugs, doctor visits, and other medical needs: canceled checks and/or receipts, statements, etc.<br>Providing only a bill showing amount owed is not acceptable. |
| 14 Necessary Insurance  | Health insurance: copies of your premium statement or pay stub<br>Life insurance is only allowed if required by court order; provide copies of the premium statement and court order.<br>Do not include auto insurance here (include that in transportation expenses)<br>Do not include homeowners or rental insurance here (include that in housing)        |
| 15 Transportation   | A written statement indicating the number of cars that you own (no documentation required if you do not own a car)<br><br>If you live in the outside the U.S.: documents showing car payments, auto insurance, gas/oil, maintenance, and car registration  |
| 16 Dependent Care   | Receipts from or canceled checks payable to your daycare provider<br><br>Only include private school tuition if it is court ordered (include a copy of the court order)  |
| 17 Required Child Support   | Court order (unless it is shown on your pay stub)  |
| 18 Federal Student Loan Payments  | Current billing statement (less than 90 days old)  |
| 19 Private Student Loan Payments  | Current billing statement (less than 90 days old)  |
| 20 Other Expenses   | None required  |
| <b>Section 3: Family Size, Adjusted Gross Income, and Spousal Information</b>                       |  |
| 1 Family Size   | Signed copy of your Federal 1040 tax return for the most recent tax year   |



# Exhibit 24



# SERVICEMEMBERS CIVIL RELIEF ACT (SCRA): INTEREST RATE LIMITATION REQUEST

OMB No. 1845-0135  
Form Approved  
Exp. Date 10/31/2018

William D. Ford Federal Direct Loan (Direct Loan) Program and Federal Family Education Loan (FFEL) Program

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

## SECTION 1: SERVICEMEMBER INFORMATION

Please enter or correct the following information.

☐ Check this box if any of your information has changed.

SSN \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone - Primary \_\_\_\_\_

Telephone - Alternate \_\_\_\_\_

Email (Optional) \_\_\_\_\_

## SECTION 2: INFORMATION ABOUT THE SERVICEMEMBERS CIVIL RELIEF ACT

Under the Servicemembers Civil Relief Act (SCRA), the maximum interest rate that may be charged on an eligible Direct Loan or FFEL Program loan is 6% during the period of the servicemember's qualifying military service.

Generally, you do not need to request that your loan holder limit the interest rate on your Direct Loans or FFEL Program loans that are eligible for the SCRA interest rate limitation. Your loan holder will check the U.S. Department of Defense's Defense Manpower Data Center (DMDC) on a regular basis and automatically apply the SCRA interest rate limitation if the information in the DMDC shows that you qualify.

You can use this form if you have evidence of your military service that is more accurate than the information in the DMDC, or if you are performing military service not reflected in the DMDC. There are other methods of requesting that your loan holder apply the SCRA interest rate limitation to your Direct Loans and FFEL Program loans, including:

- Submitting a written request and a copy of your military orders; or
- Submitting an application for a military service deferment on your loan.

If you want to use this form to request application of the SCRA interest rate limit, **carefully read the entire form, including the instructions and definitions in Sections 5 and 6.** Complete Section 3 and then have an authorized official complete Section 4.

## SECTION 3: SERVICEMEMBER REQUEST, UNDERSTANDING, AUTHORIZATION, AND CERTIFICATION

**I request** that for any of my eligible Direct Loans and FFEL Program loans, my loan holder limit the interest rate charged on those loans to 6% during my qualifying military service.

**I understand** that my interest rate limitation will begin no earlier than August 14, 2008.

**I authorize** the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

**I certify** that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Servicemember's Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

SSN \_\_\_\_\_

#### SECTION 4: AUTHORIZED OFFICIAL'S CERTIFICATION

1. Select the branch of military service that the servicemember is a member of:  
☐ Army, Navy, Air Force, Marine Corps, or Coast Guard (including Reserves and National Guard) - Continue to Item 2.  
☐ Public Health Service - Continue to Item 2.  
☐ National Oceanic and Atmospheric Administration - Continue to Item 2.  
☐ None of the above - The servicemember is not eligible for the SCRA interest rate limitation.
2. Select the level of service that the servicemember is engaged in:  
☐ Active duty under 10 USC 101(d)(1) - Continue to Item 3.  
☐ National Guard service under 32 USC 502(f) authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days to respond to a national emergency declared by the President - Skip to Item 4.  
☐ Active service in the Public Health Service or in the National Oceanic and Atmospheric Administration - Skip to Item 5.  
☐ Absent from duty due to sickness, wounds, leave, or other lawful cause - Skip to Item 5.  
☐ None of the above - The servicemember is not eligible for the SCRA interest rate limitation.
3. Is the servicemember activated from a reserve component (Reserves or National Guard)?  
☐ Yes - Continue to Item 4.  
☐ No - Skip to Item 5.
4. Provide the date the servicemember was notified of his or her call to active duty and then continue to Item 5.  
\_\_\_\_\_
5. Provide the start date of the servicemember's active duty military service or active service and then continue to Item 6.  
\_\_\_\_\_
6. Is the end date of the servicemember's military service known?  
☐ Yes - Continue to Item 7.  
☐ No - Complete the certification below.
7. Provide the end date of the servicemember's military service and then complete the certification below.  
\_\_\_\_\_

**I certify**, to the best of my knowledge and belief, that the servicemember named above is performing military service as indicated in this section.

Name of Military Branch or National Guard Component \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

Authorized Official's Signature \_\_\_\_\_ Date \_\_\_\_\_



## SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

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Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: March 14, 2015 = 03-14-2015. If you need help completing this form, contact your loan holder. If you want the SCRA interest rate limitation to apply to loans that are held by different loan holders, you must submit a separate request to each loan holder. **Return the completed form to the address shown in Section 7.**

## SECTION 6: DEFINITIONS

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The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Direct Consolidation Loans.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

An **authorized official** who may complete Section 4 is your commanding officer, personnel officer, or unit-readiness non-commissioned officer.

The **holder** of your Direct Loans is the U.S. Department of Education (the Department). The holder of your FFEL Program loans may be a lender, secondary market, guaranty agency, or the Department. Your loan holder may use a servicer to handle billing, payment, repayment options, and other communications on your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

**Period of qualifying military service** means the period of time when:

- A member of the U.S. Army, Navy, Air Force, Marine Corps, or Coast Guard (or respective Reserve component) is on active duty, including full-time duty in the active military service of the United States and full-time training duty, annual training duty, and attendance, while in the active military service, at a school designated as a service school by law or by the Secretary of the military department concerned, but not including full-time National Guard duty;
- A member of the National Guard is performing service on active duty or full-time National Guard duty authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC 502(f), for the purposes of responding to a national emergency declared by the President and supported by Federal funds;
- A commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration is on active service; or
- A servicemember is absent from duty due to sickness, wounds, leave, or other lawful cause.

An **eligible servicemember** is a borrower with eligible Direct Loans or FFEL Program loans who received those loans or an endorser who signed as such on an eligible Direct Loan or a FFEL Program loan prior to the date that the period of qualifying military service began.

The **interest rate** includes interest and other charges or fees applied to the loan. During periods of qualifying active duty military service, the interest rate on the eligible loan will not exceed 6%. If the interest rate is already below 6%, the loan will retain the lower interest rate.

**Eligible Direct Loans and FFEL Program loans** are Direct Loan and FFEL Program loans made before the date the period of qualifying military service began. A Direct or Federal Consolidation Loan is eligible only if you signed the promissory note for the loan before the period of qualifying military service began.

## SECTION 7: WHERE TO SEND THE COMPLETED REQUEST

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Return the completed form and any documentation to:  
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:  
(If no telephone number is shown, call your loan holder.)



## SECTION 8: IMPORTANT NOTICES

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**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0135. Public reporting burden for this collection of information is estimated to average 20 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 7).