New Process to Discharge Student Loans in Bankruptcy

John Rao December 12, 2022

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The New Attestation Form and a Ten-Step Process

The Department of Justice (DOJ) has just issued a new **Guidance (https://www.justice.gov/civil/page/file/1552681/download)** in coordination with the Department of Education (ED), that should allow bankruptcy debtors to be far more successful in obtaining discharges of their student loans. The key to the new process is bankruptcy debtors completing an Attestation Form to seek the DOJ's agreement to settle the debtor's undue hardship discharge proceeding. This article explains the Guidance's significance, its scope and its limits, and then explains in detail how to complete the new form. The article sets out the new process in ten steps.

Significance of the New Guidance

Student loans are dischargeable in bankruptcy only because of undue hardship, and current bankruptcy court practice has made such discharges difficult to obtain while being overly intrusive in requiring personal information from the debtor. The Guidance seeks to rectify this by setting "clear, transparent, and consistent expectations" for discharge, reducing burdens on debtors by simplifying the process, and increasing the number of cases in which ED agrees to support a discharge.

To achieve these goals, the Guidance provides a more objective framework for applying the three-part test courts have used in deciding undue hardship:

- For the debtor's present circumstances, the IRS Collection Financial Standards are used to determine that the debtor cannot repay the student loans while maintaining a minimal standard of living.
- For future circumstances, there is a presumption that the debtor's inability to repay will persist if certain circumstances apply to the debtor.
- For good faith, objective criteria are used in its evaluation.

Scope and Limits of the New Guidance

The Guidance process and standards are designed to reach a settlement between ED and the bankruptcy debtor to allow for the student loan's hardship discharge. But if a pre-trial settlement is not reached, the Guidance's standards are not binding on the positions that DOJ or ED may take later in litigating the case or on the bankruptcy court in deciding the undue hardship discharge proceeding. While the Guidance does not create any enforceable rights, debtor attorneys should use their advocacy skills to urge ED and DOJ to follow the Guidance.

The Guidance applies to Direct Loans and other loans held by ED, and not to FFEL loans held by guarantors – where the discharge is often contested by the Educational Credit Management Corporation (ECMC) – or to Perkins Loans still held by the school. ED may soon issue a similar guidance or a dear colleague letter applicable to such FFEL and Perkins loans.

The Guidance also does not apply to holders of private student loans. However, if a settlement is reached granting an undue hardship discharge of the debtor's federal loans, this should put pressure on the private loan holders to follow suit. Moreover, as explained in this **NCLC article (https://library.nclc.org/article/hidden-consumer-rights-and-remedies-regarding-private-student-loans)** and at **NCLC's** (https://library.nclc.org/book/student-loan-law/112341-general-scope-exception-private-loans) **(https://library.nclc.org/book/student-loan-law/1121-special-restriction-dischargeability-applies-most-student-loans)*Student Loan Law* § 11.2.3.4** (https://library.nclc.org/book/student-loan-law/112341-general-scope-exception-private-loans), some private student loans or educational financial arrangements are not "qualified educational loans," and are discharged in bankruptcy without any proof of hardship.

The Guidance states that it applies only to "bankruptcy proceedings" that were pending on the Guidance's issue date of November 17, 2022, and to future bankruptcy proceedings. While the reference to "proceedings" rather than "cases" might suggest that the Guidance applies to an adversary proceeding filed after November 17, 2022, in a re-opened bankruptcy case that was closed before November 17, 2022, it is likely that DOJ and ED intended the Guidance to apply only to pending and future bankruptcy cases. Rather than move to reopen closed cases, attorneys should consider alternatives, such as whether in appropriate circumstances a former client may wish to seek bankruptcy relief in a new case and then file an undue hardship adversary proceeding in the new case.

For a detailed discussion of how the pre-existing tests for an undue hardship discharge would apply when a settlement is not reached with DOJ or when the loans to be discharged are outside the scope of the new Guidance, see the just-released Thirteenth Edition of **NCLC's *Consumer Bankruptcy Law and Practice* § 15.4.3.8.1 (https://library.nclc.org/book/consumer-bankruptcy-law-and-practice/154381-introduction)** and also **NCLC's *Student Loan Law* § 11.4 (https://library.nclc.org/book/student-loan-law/11411-introduction)**.

Step One: Initiating an Adversary Proceeding

The first step in the new Guidance process to obtain a student loan's discharge is to initiate an adversary proceeding in the bankruptcy case seeking a declaratory judgment that the student loan debt may be discharged. An adversary proceeding is a lawsuit within the bankruptcy case initiated by the filing of an adversary complaint, and the proceeding is subject to Bankruptcy Rules that are almost identical to the Federal Rules of Civil Procedure. *See* Fed. R. Bankr. P. 7001–7087.

For a sample undue hardship adversary complaint, see **NCLC's *Consumer Bankruptcy Law and Practice* Appx. G.12, Form 132, "Complaint to Determine Dischargeability of Student Loan." (https://library.nclc.org/book/consumer-bankruptcy-law-and-practice/form-132-complaint-determine-dischargeability-student)** There is no filing fee for the debtor's adversary complaint; see the current **bankruptcy fee schedule** (http://www.uscourts.gov/formsandfees/fees/bankruptcycourtmiscellaneousfeeschedule.aspx) adopted by the Administrative Office of the U.S. Courts.

The adversary complaint should list all student loans owed by the debtor. Debtors can obtain a complete list by viewing their National Student Loan Data System (NSLDS) report at **http://studentaid.gov (http://studentaid.gov/)** using their FSA ID. This database receives data from schools, guaranty agencies, the Direct Loan program, and other ED programs, and it should identify the lender, guaranty agency, or current servicer of each loan. Each entity should be named as defendants in the adversary complaint unless the entity no longer has an interest in the loan. The current loan holder must be named as a defendant – ED should be named as a defendant for all proceedings involving Direct Loans or other loans currently held by ED. The complaint and summons must be served on ED using the method provided in Bankruptcy Rule 7004(b)(5).

Step Two: Follow-Up to the Adversary Proceeding Complaint

After the adversary proceeding is filed, the Assistant United States Attorney (AUSA) representing ED in the adversary proceeding should request that ED provide a litigation report. The Guidance makes clear

adversary proceeding, ED will provide with its litigation report to the AUSA a record of the debtor's account history, loan details, and, if available, an educational history. The initial litigation report that ED submits to the AUSA should include data ED has relating to the presumptions as to the debtor's future financial circumstances and whether the debtor has made good faith efforts in repaying the loans.

Importantly, the AUSA will share this information with the debtor. Debtor attorneys should request this information from the AUSA if it is not routinely provided. The information could be helpful in preparing the Attestation form, if it has not yet been submitted, or could be used to supplement an already submitted Attestation.

AUSAs are expected to consult with ED in each case, by "conferring on an appropriate course of action." The Guidance states that this "process will ensure the final decision is informed by Education's experience administering student loans and its role as creditor."

Although not specifically addressed in the Guidance, the Guidance's stated goal to reduce litigation burdens on debtors and to simplify the "fact-gathering process" should mean that DOJ attorneys will not proceed with formal discovery in the adversary proceeding until a decision has been made that the case cannot be settled. Thus, the debtor's attorney may wish to request that the AUSA enter into a stipulation extending the time for the parties to make the initial discovery disclosures under Rule 7026(a)(1) and for the scheduling of the parties' Rule 7026(f) conference.

Step Three: Getting Familiar with the Attestation Form and When to Submit It

The Guidance settlement process is triggered by the debtor submitting to the DOJ a completed 15-page **Attestation Form** (https://www.justice.gov/civil/page/file/1552666/download). The DOJ uses the Attestation – including its information on the debtor's current and future inability to repay the student loan and the debtor's good faith efforts to make those payments – to evaluate whether to offer a settlement.

The completed Attestation Form should be submitted to the AUSA who is representing ED in the adversary proceeding. Debtor attorneys should become familiar with AUSAs in the local U.S. Attorney's office who handle undue hardship cases, and should ask them how and when they would like to receive the Attestation. Some AUSAs may agree to accept the Attestation as soon as the adversary proceeding is filed, even before the complaint is served. The Guidance instructs AUSAs to solicit the Attestation form early in the adversary proceeding to facilitate prompt consideration of whether a stipulation can be reached. However, AUSAs are "not required to impose any strict time limit for the Attestation."

Attached to the Guidance are a blank, fillable **Attestation Form** (https://www.justice.gov/civil/page/file/1552666/download) and a **filled in form with a "Sample Scenario."** (https://www.justice.gov/civil/page/file/1552671/download) Lines 1–9 of the fillable Attestation Form require basic personal information about the debtor and about the debtor's student loans. Line 10 does not require a response. The remaining lines are described in Steps Four through Nine, *infra*.

Step Four: Indicating Income on the Attestation Form (Lines 11–13)

The expenses and income information on the attestation form will determine whether the AUSA considers the debt having met the first factor in recommending a discharge settlement: whether the debtor's current income and expenses indicate that the debtor presently cannot make payments on the student loans while also maintaining a minimal standard of living.

Household gross income, including Social Security and unemployment benefit payments, is reported on Line 11. If unchanged, the debtor can use the amounts listed in Schedule I if that schedule was filed no more than 18 months before filling out the Attestation. The debtor checks a box on Line 12 indicating the form of employment income verification (tax returns, paystubs, etc.) that will be attached to the Attestation and describes in Line 13 the information submitted to verify non-employment income.

Step Five: Indicating Expenses on the Attestation Form (Lines 14, 15, and 17)

On Attestation Form Line 14(a), the debtor checks "yes" or "no" for various expense categories as to whether the debtor's expenses are below dollar amounts set out on the form for the debtor's family size. The dollar amounts are based on IRS National Standards for food, housekeeping supplies, apparel and services, personal care products and services, and miscellaneous.

If each expense item is below the standard, the AUSA will need no further inquiry and the listed dollar amounts are allowed. If the debtor's actual expenses for a category exceed the expense standard, the AUSA, in consultation with ED, should consider whether the debtor has a reasonable explanation for the additional expense and may allow it. The debtor reports excess expenses on Line 14(c) and should include an explanation of why the expense is necessary. For example, the debtor in the **Sample Scenario (https://www.justice.gov/civil/page/file/1552671/download)** states that she must pay an additional $150 for inhalers and medication, not covered by insurance, for her daughter who has asthma.

Actual expenses for housing, utilities, and transportation are reported on Lines 15(d) and 15(e), and a cap as to the reasonable level of these expenses is provided by the IRS Local Standards. For example, if the debtor's actual monthly payment on an auto loan is $485 and the vehicle Ownership Costs under the IRS Local Transportation Expense Standards is $588, the AUSA should treat the expense as allowed and consistent with a minimal standard of living. However, if the debtor is paying $425 per month on gas and other expenses to operate the auto, and the Operating Costs under the IRS Standard is $307, the AUSA should limit the debtor to $307 for that expense.

The debtor can provide an explanation, probably on Line 15(f)(viii), as to why the additional $118 is needed to operate the auto, such as the need to travel a long distance to get to work and the increased cost of gas. The AUSA, in consultation with ED, should "carefully consider and accept" the debtor's reasonable explanation and allow the additional expense.

The debtor can also list on Line 15(f) actual monthly expenses for some of the IRS Other Necessary Expenses categories, if they are not deducted from the debtor's pay, and if they are necessary, reasonable in amount, and actually paid. Examples of Other Necessary Expenses are court-ordered

alimony and child support payments; baby sitting; day care; nursery and preschool costs; health insurance; life insurance; dependent care; delinquent taxes; payments on other student loans the debtor is not seeking to discharge. Line 15(f)(viii) permits the debtor to list and explain other necessary expenses that do not fall within the specific categories contained in Line 15(f) and not otherwise reported. For example, the debtor may describe here health care costs that are not covered by health insurance.

The debtor is permitted to list most payroll deductions, such as taxes, Social Security, health insurance, and union dues, as a household expense in Line 15(a). The Attestation advises that the debtor can refer to the amounts for the same deductions that were listed on Schedule I or Forms 122A-2 and 122C-2.

Significantly, the Guidance recognizes that a debtor currently may have actual expenses that are lower than needed for a minimal standard of living and may be foregoing certain expenses due to circumstances that the debtor is working to resolve. For example, the debtor and her children may be living with her parents until she is able to find an affordable apartment, or the debtor may be living in substandard or overcrowded housing until able to find more suitable housing. Similarly, the debtor may be forgoing or limiting spending on necessary expenses such as childcare, dependent care, technology, or healthcare.

In this situation, the Guidance states that the AUSA should not conflate foregone expenses with an ability to make student loan payments and should use the debtor's projected expenses in assessing present and future financial circumstances. If the projected expenses do not exceed the Local Standards for those items, the AUSA need not "probe the debtor's calculation."

Line 17 gives the debtor an opportunity to identify and explain these projected expenses that the "debtor would incur if able to address needs that are unmet or insufficiently provided for." For example, on the Sample Scenario, the debtor states that she is living in a basement apartment at her mother's house, that it is impossible for her to continue doing so because her daughter is turning 10 and the living space is too small, and that she is hoping to move in a few months to an apartment for $1300 per month.

Step Six: The Debtor's Present Ability to Pay the Student Loan (Line 16)

The debtor deducts the allowed expenses from gross income and lists this monthly remaining or net income on Line 16. If the debtor's allowable expenses exceed the debtor's income and $0 is therefore inserted on Line 16, the AUSA should conclude that there is a present inability to repay the student loan. If the amount listed on Line 16 is sufficient to make full student loan payments, no recommendation for settlement will be made. If the debtor can pay some portion of the full payment, the AUSA should consider a partial discharge, as discussed at Step 12, *infra*.

The latter two analyses require that the correct student loan payment amount be used. The Guidance states that the monthly payment amount is the amount due under a "standard" repayment plan for the loan, which is typically based on a repayment period of ten years. AUSAs are instructed to consult with ED to determine the monthly payment amount.

controlling law, the Department attorney should not use the monthly payment amount available through income-driven repayment plan options as the comparator." When a student loan has been accelerated, based on payment default or otherwise, the AUSA should again consult with ED and use the "standard repayment amount either prior to default or as calculated if the loan were removed from default status."

The debtor is also asked to list the current monthly payment for the loan in Line 6, and the month and year when the loan is scheduled to be repaid or when the loan went into default. The outstanding balance on the loan is provided in Line 5. The debtor's NSLDS report and information in ED's litigation report will help in answering these questions. Attorneys can get an estimate of the standard repayment amount on the loan by using the Loan Simulator on the FSA website, www.studentloans.gov.

Step Seven: Meeting the Future Inability to Repay Standard (Lines 18 and 19)

The AUSA will consider whether a debtor's inability to pay a student loan will persist in the future, and the Guidance sets out presumptions that inability with persist. If the debtor indicates on the Attestation that one or more of the following circumstances apply, there is presumption that the debtor's inability to repay will persist:

1. Debtor is age 65 or older;
2. Debtor has a disability or chronic injury impacting their income potential;
3. Debtor has been unemployed for at least five of the last ten years;
4. Debtor has failed to obtain the degree for which the loan was procured; or
5. Loan has been in payment status other than "in-school" for at least ten years.

Disability (the second presumption) need not be total and permanent, and the potential for the debtor to obtain an administrative Total and Permanent Disability (TPD) non-bankruptcy discharge is not disqualifying. The debtor may, but is not required to, submit information from a treating physician to show a disability or chronic injury. The presumption may exist "even in the absence of a formal medical opinion."

The ten-year period that the loan has been in payment status (the fifth presumption) includes periods when the debtor has been in forbearance or participating in income driven repayment plans. The only exclusion is for an in-school deferment, typically when the borrower was enrolled at least half-time at an eligible school. For consolidation loans, the time the debtor was in repayment on the original underlying loans counts towards the ten-year period.

If one or more of the circumstances creating a presumption apply, the debtor checks all applicable boxes on Line 18. For certain factors, such as a disability or chronic injury, the form requests that the debtor describe the condition and how it affects the debtor's ability to work. Because this may require

the Attestation should not be attached to adversary complaint that is filed with the court. If for some reason it is filed with the court, the debtor's attorney may wish to file a motion under Bankruptcy Rule 9037(d) requesting a protective order in which the court may, for cause, limit or prohibit nonparties remote electronic access to the document.

The presumptions in the Guidance are rebuttable. However, the Guidance states that circumstances supporting rebuttal "will likely be uncommon" and "must be based on concrete factual circumstances" – "[m]ere conjecture about the debtor's future ability is not enough." For some debtors, more than one of the circumstances may apply, which should make the presumption more difficult to rebut. Any presumption only applies for purposes of settlement and cannot be used in bankruptcy court at trial if the case must be litigated.

The presumptions are not the only way for a debtor to show a future inability to pay; the debtor can describe other facts and circumstances on Line 19. For example, Line 19 permits a debtor who is employed to describe reasons why the debtor has not been able to obtain employment in the field of the debtor's education or training, or why it is unlikely that the debtor's pay will increase sufficiently to make substantial payments on the student loans. Another example is where "the institution that granted the debtor's degree has closed, and that closure has inhibited a debtor's future earning capacity."

Step Eight: Meeting the Good Faith Attempt to Repay Standard (Lines 20–26)

The AUSA will only offer a settlement if the debtor has shown a good faith attempt to repay the student loans. The Guidance notes that good faith may be shown in numerous ways and that the "good faith inquiry 'should not be used as a means for courts' or DOJ attorneys 'to impose their own values on a debtor's life choices,'" quoting *Educ. Credit Mgmt. Corp. v. Polleys*, 356 F.3d 1302, 1310 (10th Cir. 2004). On the other hand, evidence of the debtor's bad faith would deny the debtor a discharge settlement, such as when a debtor has willfully contrived a hardship or abused the student loan system by fraudulently obtaining the student loans.

The Guidance sets out objective factors that demonstrate good faith, if the debtor can establish that at least one of the following steps has been taken:

- Making a payment;
- Applying for a deferment or forbearance (other than in-school or grace period deferments);
- Applying for an income driven repayment plan;
- Applying for a federal consolidation loan;
- Responding to outreach from a servicer or collector;
- Engaging meaningfully with Education or their loan servicer, regarding payment options, forbearance and deferment options, or loan consolidation; or

student loan debt.

The debtor can provide information about several of these factors in Lines 21 to 25. Where the form does not have a specific statement or affirmation for some of the factors, such as applying for a consolidation loan or engaging meaningfully with a third party, the debtor should describe these efforts in response to the general question in Line 26. Some of the information that can be reported about the debtor's good faith in Lines 21–26 may be contained in the litigation report that ED will prepare.

The Guidance gives AUSAs discretion to consider "countervailing circumstances" that could override evidence of the debtor's good faith, involving "the debtor's efforts to obtain employment, maximize income and minimize expenses." In weighing considerations of good faith, "[i]ssues concerning employment, income, and expenses are case-specific and may be highly dependent on a debtor's family, community, and individual circumstances." Hopefully, an AUSA's highly fact-specific inquiry probing whether the debtor has responsibly handled his or her finances or made certain life choices will be limited to exceptional cases. Debtors are given the opportunity in Line 26 to describe their efforts to obtain employment, maximize income, and minimize expenses, and AUSAs are instructed to weigh this explanation in consultation with ED.

Very helpful for debtors and a must read for the debtor's attorney is the lengthy Guidance discussion of the weight that should be given to the debtor's actual payment history and failure to enroll in an income driven repayment (IDRP) plan. It refers to CFPB supervisory reports that find that debtors have been wrongfully denied IDRP enrollment and ED's own studies that have "shown that the servicing of student loan debt has been plagued at times by administrative errors and dissemination of confusing and inaccurate information, and that these issues may have affected debtors' responses to their loan obligations."

The Guidance indicates that bad faith should not be found where the debtor may not have "meaningfully engaged with the repayment process due to possible misinformation, wrongful IDRP determinations, or a lack of adequate information or guidance." AUSAs should not focus only on the recent loan history but instead should consider the entire life of the loan.

The Guidance advises AUSAs that evidence that the debtor lacked financial means to pay should be considered in determining good faith. ED may not have complete records about a debtor's loan history, and this lack of data should not invalidate the borrower's evidence of payments.

Non-enrollment in IDRP by itself does not show a lack of good faith, and instead the AUSA is expected to consider the debtor's response in Line 25 and should "accept any reasonable explanation or evidence supporting the debtor's non-enrollment in an IDRP." Acceptable explanations or evidence may include:

- That the debtor was denied access to, or diverted or discouraged from using, an IDRP, and instead relied on an option like forbearance or deferment;

That the debtor was provided inaccurate, incomprehensible, or incomplete information about the merits of an IDRP;

- That the debtor had a plausible belief that an IDRP would not have meaningfully improved their financial situation;
- That the debtor was unaware, after reasonable engagement, of the option of an IDRP and its benefits; or
- Where permitted under controlling case law, that the debtor was concerned with the potential tax consequences of loan forgiveness at the conclusion of an IDRP.

AUSAs should not oppose discharge where the "debtor's IDRP non-enrollment was not a willful attempt to avoid repayment."

Step Nine: Listing of the Debtor's Assets (Lines 27–32)

Debtors are required to describe their assets in Lines 27–31. Unfortunately, the Guidance does not rely upon the detailed Schedule A/B that the debtor has filed in the bankruptcy case. Although Lines 27–31 do not explicitly set out space for debtors to describe hardships if forced to liquidate assets, that information should be provided in Line 32, which permits the debtor to describe additional circumstances that support discharge.

The Guidance provides that AUSAs may consider the debtor's assets, but they should not "give dispositive weight to the existence of assets that are not easily converted to cash or are otherwise critical to the debtor's well-being and should be cautious in concluding that the existence of real property or other financial assets demonstrates a lack of undue hardship." As far as exempt property, such as a home or retirement funds, it states that AUSAs "should be careful in considering such property in the undue hardship analysis."

Step Ten: The AUSA's Recommendation and the Conclusion of the Process

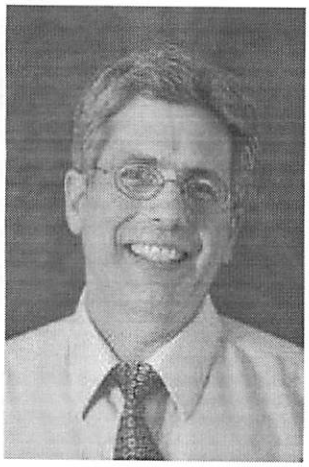
The AUSA makes a recommendation on settlement in accordance with the Guidance standards, based on the debtor's present and future financial circumstances and the debtor's good faith in attempting to make payments on the student loan. The AUSA then submits the recommendation, along with ED's recommendation, under the "standard procedures applicable in that attorney's component." This refers apparently to the protocol at the local U.S. Attorney's office to review and approve settlement offers in civil litigation.

If a recommendation to settle the case is approved, ED and the debtor "stipulate to the facts demonstrating that a debt would impose an undue hardship and recommend to the court that a debtor's student loan be discharged." While the Guidance notes that the stipulation is not binding on the court, bankruptcy courts routinely approve consent judgments entered into by the parties in an adversary proceeding.

not authorize granting a partial discharge, other courts have found that a debtor who has some future earnings potential, but not enough to pay the entire debt, may receive a partial discharge. *See* **NCLC's *Student Loan Law* § 11.5 (https://library.nclc.org/book/student-loan-law/115-partial-discharge-or-modification-student-loan)**. The Guidance recognizes that in circumstances where the debtor has some repayment ability, including when a debtor may be able to liquidate assets to pay a portion of the debt, a settlement that provides a partial discharge may be appropriate, if not contrary to controlling case law.

While a partial discharge may seem attractive to a debtor who has an excessive amount of student loan debt, debtor attorneys should be cautious in recommending a partial discharge settlement when there are doubts about the debtor's future earning capacity or a risk of large future expenses. Debtors should also avoid consenting to a conditional judgment that provides that the entire debt will spring back and become nondischargeable if the debtor fails to make agreed-upon scheduled payments on the portion of the debt not discharged.

If a settlement cannot be reached with the DOJ, the debtor can proceed with the adversary proceeding and see if the bankruptcy court will grant the hardship discharge even where the DOJ was unwilling to settle.



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John Rao is an attorney with the National Consumer Law Center, where he focuses on consumer credit, mortgage servicing, and bankruptcy issues. Mr. Rao frequently appears as a panelist and instructor at bankruptcy and consumer law trainings and conferences, and serves as an expert witness in court cases. He has testified in Congress on bankruptcy and mortgage servicing matters. Mr. Rao is a contributing author and editor of NCLC's *Home Foreclosures* and *Mortgage Servicing and Loan Modifications* and *Bankruptcy Basics*. He is also a contributing author to *Collier on Bankruptcy* and the *Collier Bankruptcy Practice Guide*. Mr. Rao served as a member of the federal Judicial Conference Advisory Committee on Bankruptcy Rules from 2006 to 2012, appointed by Chief Justice John Roberts. He is a conferee of the National Bankruptcy Conference, fellow of the American College of Bankruptcy, member of the editorial board of *Collier on Bankruptcy*, board member of the National Consumer Bankruptcy Rights Center, Commissioner on the American Bankruptcy Institute's Commission on Consumer Bankruptcy, and former board member of the National Association of Consumer Bankruptcy Attorneys and the American Bankruptcy Institute. Mr. Rao was the 2017 recipient of the National Conference of Bankruptcy Judges' Excellence in Education Award.

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