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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

THERESA SWEET, ALICIA DAVIS, TRESA  
APODACA, CHENELLE ARCHIBALD,  
DANIEL DEEGAN, SAMUEL HOOD, and  
JESSICA JACOBSON on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

ELISABETH DEVOS, in her official capacity  
as Secretary of the United States Department of  
Education,

And

THE UNITED STATES DEPARTMENT OF  
EDUCATION,

Defendants.

Case No.: 19-cv-03674-WHA

**AFFIDAVIT OF COREY DEPAUL**

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I, Corey DePaul, state as follows:

1. I am submitting this affidavit in relation to the above-captioned case.
2. I borrowed federal student loans in order to attend ITT Technical Institute in Richmond, Virginia.
3. On May 10, 2019, I submitted a borrower defense application to the United States Department of Education, asking for these loans to be cancelled. A copy of that application is attached as Exhibit A.
4. I have not yet received a decision regarding my borrower defense application.
5. On Friday, October 23, 2020, I received an email from the Department of Education stating as follows: **“This is a courtesy reminder that your borrower defense application is incomplete”** and that “Due to system improvements, incomplete applications that are not submitted by November 7, 2020 will be removed.” A copy of that correspondence is attached as Exhibit B.

1 6. Despite the email’s statement that it is a “reminder,” I have never before received notice  
2 from the Department of Education that my application was “incomplete.” In fact, this is  
3 the first and only correspondence I have received about my borrower defense application  
4 from the Department of Education.

5 7. I do not know what the Department of Education means by “incomplete.” The email  
6 offers no explanation.  
7

8 8. I do not know what the Department of Education means by “removed.” I do not know if  
9 this means my initial application will be considered denied. The email offers no  
10 explanation.

11 9. I do not know if my loans will go into repayment until I “resubmit,” or, if so,  
12 “resubmission” will result in forbearance. The email offers no explanation.  
13 My loans have been in forbearance since I submitted my borrower defense application.

14 10. I understand that if I receive a denial notice, or if “remov[al]” has the same effect, my  
15 administrative forbearance from the Department of Education will end.

16 11. I also understand that if my administrative forbearance from the Department of Education  
17 ends, my federal loans may still be in forbearance due to the CARES Act. However, I am  
18 terrified of what will happen when CARES Act forbearance expires.  
19

20 12. I have both private and federal loans. I borrowed from my 401K to pay my private loans. I  
21 have defaulted on the remainder of my private loans.  
22

23 13. I am currently employed by FedEx, where I oversee drivers and office staff. I am an  
24 essential worker and in contact with individuals in the public. Though we of course take  
25 the necessary precautions, my job does pose some risk of COVID transmission.  
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1 14. Prior to COVID. I was living with my grandparents because I could not afford to live on  
2 my own. However, my Grandfather has COPD, which puts him in a high-risk category. I  
3 could not risk his health by living with him any longer, so I now have my own apartment.

4 15 If my loans are no longer in forbearance, I will not be able to afford my apartment.  
5 Because of my Grandfather’s health condition, I no longer have the option of living there.  
6 This means that if my loans go back into repayment, I do not know how I will be able to  
7 afford a place to live.  
8

9 16 . The pressure of these loans has negatively affected not just my ability to enjoy life, but  
10 every choice I make, including what to eat.

11 17 . I no longer have any faith in the government and their ability to help me.

12 18 . If my claim is denied, I would be interested in challenging the denial, but I would not be  
13 able to pay an attorney to help me or know how to find one.

14 19 . I have heard that there is a reconsideration process, but I do not know what that means or  
15 what evidence I could submit.  
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17 20 . If my claim is denied, my ability to support myself will be in danger. I am afraid that my  
18 wages will be garnished, as they have been before.

19 21 . The notice that my application was “incomplete” and may be “removed” has caused me  
20 extreme stress, because I do not know whether and when my loans will go back into  
21 repayment, or what I can do to ask the Department to consider my application.  
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25 I swear under penalty of perjury that the foregoing is true.

26  
27 Executed on: October 29, 2020

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Richmond, VA



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Corey DePaul

# **Exhibit A**



**U.S. DEPARTMENT OF EDUCATION  
APPLICATION FOR BORROWER DEFENSE  
TO LOAN REPAYMENT**

OMB Number: 1845-0146  
Expiration Date: 12/31/2019

If your school misled you or engaged in other misconduct, you may be eligible for "borrower defense to repayment," which is the forgiveness of some or all of your federal student loan debt.

**FORM INSTRUCTIONS:** To apply, you must complete, sign, and submit this form to the U.S. Department of Education for review.

You may attach additional documents, such as transcripts, enrollment agreements, and promotional materials from your school. Once completed, please submit this form and any additional documents you believe will help us review your application by email to [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) or mail to US Department of Education - Borrower Defense to Repayment, PO Box 1854, Monticello, KY 42633.

Fields marked with an asterisk (\*) are required for your application to be considered complete.

**SECTION I: BORROWER INFORMATION**

Please provide contact information for the borrower:

*Name (First, Middle, Last) Corey Louis DePaul		*Date of Birth (mm/dd/yyyy)	*Social Security Number	
*Telephone Number	*Email Address			
*Street Address		*City Midlothian	*State VA	*Zipcode 23112

\*Are you a PARENT who took out a federal loan on behalf of the student?

Yes  No

\*If yes, please enter the full name of the student (Last, First, Middle):

\*If yes, please enter the student's Social Security Number:

**SECTION II: SCHOOL INFORMATION**

*School ITT Technical Institute
Campus (including on-line campuses for distance education borrowers) Richmond
*Location (City, State) Richmond, Virginia
* Enrollment Dates at this school: *From (month/year): 09/05                      *To (month/year): 06/07
<input type="checkbox"/> If you are still attending this school/campus, please indicate by checking the box.
<input type="checkbox"/> Check if the enrollment dates above are approximate, or if you are unsure of them.

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If your attendance at the school listed above was not or has not been continuous (for example, from October 2015 to March 2016, then again from August 2016 to November 2016), please describe all dates that you attended.

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\*Program Name or Major (e.g. Nursing, Medical Assistant, Paralegal).  
Digital Entertainment and Game Design Bachelor of Science Degree

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Credential/Degree Sought (e.g. Certificate, Diploma, Associates, Bachelors, Masters).  
Bachelor's

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If you enrolled in multiple programs at the school listed above, please describe all programs that you were enrolled in.

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\*Current Status at school listed above  
 Graduated     Transferred Out     Withdrew     Attending

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### SECTION III: OTHER LOAN REDUCTION OR TUITION RECOVERY REQUESTS

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\*Have you made any other requests to have your Federal loans forgiven (for example, under a closed school discharge or false certification discharge from the U.S. Department of Education)?

Yes     No

\*If yes, please describe these other request(s), including the amount of any loan forgiveness that you received, and attach any documentation about the requests, if available.

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\*Have you made any requests to anyone else to recover tuition amounts that you paid to your school (for example, a lawsuit against the school or a claim made to a tuition recovery program)?

Yes     No

\*If yes, please describe these other request(s), including the amount of the payment that you received (if any), and attach any documentation about the requests, if available.

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### SECTION IV. BASIS FOR BORROWER DEFENSE

Answer the questions for each section below that applies to you.

For each section below that applies to you, please provide a **detailed** description of why you believe you are entitled to borrower defense, including the following information:

1. How the school communicated with you, whether in a brochure, online, over the phone, by email, or in person
2. The name/title of people who you believe misled you (if known)
3. What the school told you or failed to tell you.
4. Why you believe you were misled.

Attach any related documents, such as transcripts, enrollment agreements, promotional materials from the school, emails with school officials or your school's manual, or course catalog.

**Note: You only need to provide information for the sections below that apply to you, but you must complete at least one section. If you are a Parent PLUS borrower, the word "you" in the following sections also refers to the student.**

If you need more space to complete any section, please attach additional pages to your application.

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**EMPLOYMENT PROSPECTS**

Did the school mislead you (*or fail to tell you important information*) about promises of future employment, likelihood of finding a job, eligibility for certification or licensure in your field of study, how many students graduate, and/or earnings after graduation?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

Towards the end of my senior year of high school, I was struggling to figure out a career path I wanted to pursue. I had come across a brochure that mentioned that ITT Technical Institute offered a game design program (Digital Entertainment and Game Design Bachelor of Science Degree). I enjoyed video games and had always considered game design as a career, but until that point, I never knew a program of that nature was available to me so close to home (Richmond, VA). I called ITT and spoke with a recruiter concerning the game design program and was enthusiastically told how great it was and that the school had a very high job placement rate (80%) and a career services department that would help me get a job in my desired field. I was ecstatic. After taking courses for my bachelors, At this point, I wasn't just frustrated with ITT, I was now worried about my abilities to obtain a job in game design or visual communications in general. I didn't feel I was being prepared, or taught the skills necessary to get a job in my desired field. I met with the head of the game design department, Wally Jones, and advised him of my concerns. I spoke with him about how poor of quality the books the school provided were. I also advised him of my concerns with the lack of proper instruction during class and how any questions I had regarding the software were met with, "I'm not sure" or "check the Internet." This is another one of the selling points that helped convince me that this was the school for me. Small class sizes and one-on-one time with the instructors. Except for the fact I could never get real answers to my questions from the instructors. The department head whispered to me, "Why are you even in this school?" This was a question I was trying to figure out myself.

See Ex. 1 at ¶¶ 169-226, 367-391; Ex. 2.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**PROGRAM COST AND NATURE OF LOAN**

Did the school mislead you (*or fail to tell you important information*) about how much your classes would cost, how you would pay for your education, the terms of loan repayment, and/or other issues about the cost of your education?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

During my on-site meeting with an ITT recruiter, I brought up a concern with the overall price of the program and was immediately advised that the field I was going in, being a part of the entertainment industry, pays extremely well and that the price reflects the quality of the education I would be receiving from their school and the knowledge of their instructors. I was also advised that receiving an education from ITT would have me earn my bachelor's degree in nearly half the time of a traditional college. I was also told that I wouldn't need to worry about paying anything towards my student loans while I was attending their school. I ultimately decided I would sign up with ITT and they had me schedule a meeting with a financial aid advisor on campus. Being the first in my family to go to college, I was confused by what was needed from me in order to receive a school loan. The financial aid advisor sat me down and had me fill out paperwork to receive a loan from Sallie Mae. In hindsight, knowing what I know now, I find it strange that they were setting me up for private loans before exhausting my federal loan options.

See Ex. 1 at ¶¶ 110-116, 227-336; Ex. 3.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**TRANSFERRING CREDITS**

Did the school mislead you (*or fail to tell you important information*) about transferring your credits from this school to other schools?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

I had received my Associate's degree and would take those credits to another school to receive my bachelor's. At this point, I realized how difficult it was to transfer ITT credits. Outside of basic English and math credits, none of my other credits would transfer to other school programs. I ended up having to settle with DeVry University and apply myself towards receiving a bachelor's degree in Web Design & Development. After receiving my bachelor's degree and finishing school, my student loans started to come due. My payments were astronomical and income-based repayment plans didn't help lower my payments enough. Between owing on private loans, federal loans, and parent-plus (co-signed) loans, none of which were taken into consideration when applying to lower my payments, I could barely afford to live in my own house with my girlfriend. I would frequent have to apply for forbearance to make a house payment or to pay for a repair. This led to an incredible hardship which caused my girlfriend and I to split. Since that time, I have moved in with my grandparents while trying to get myself back on my feet. I've attempted multiple times to create a budget that would allow me to pay my student loans and also live on my own, but I would not be able to afford a house or apartment and live comfortably while also paying towards my student loans. Outside of my vehicle, the only debt I have is my student loans. I cannot afford to have any other debt. When paying nearly \$800 each month across all of my student loans, I would watch balances climb instead of fall and interest capitalize on interest. It's the most debilitating feeling watching my total student loan balance climb over \$130,000 with no end in sight. I was never able to find a job in my field and I'm currently with the same company I was with before I started at ITT.

See Ex. 1 at ¶¶ 93-109, 118, 450; Ex. 4.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**CAREER SERVICES**

Did the school mislead you (*or fail to tell you important information*) about the availability or quality of job placement, career services assistance, or the school's connections to employers within your field of study?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

During my on-site meeting with an ITT Tech recruiter, I was told they had a career services department that would help me get a job in my desired field. After I left the school with an Associate's degree in Visual Communication, I reached out to career services at ITT to see what companies they could help me get a job with. They looked over the resume I had made and didn't offer any suggestions for improvement. They were unable to help me find any positions in visual communications and instead wanted to set me up on an interview with a local computer repair company. The position offered less than the customer service job I already had when I asked for their help. I had started that customer service job straight out of high school before I started attending ITT. During the recruiting phase, ITT had also boasted about mock interviews that they held on-site with people in our desired field. When it came time for my mock interview, I found out that they didn't have anyone in the field of game design to have a mock interviews with, so instead they had someone from ITT's financial aid department conduct my interview. The position offered less than the customer service job I already had when I asked for their help. I had started that customer service job straight out of high school before I started attending ITT I came to find out that they had one instructor (Wally Jones) who taught any game design courses and that he had no real game design experience. This instructor was unable to answer any questions I had outside the context of the books provided by the school without telling me to look on the Internet for an answer.

See Ex. 1 at ¶¶ 169-184, 190-201, 208-226; Ex. 5.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**EDUCATIONAL SERVICES**

Did the school mislead you (*or fail to tell you important information*) about educational services, such as the availability of externships, qualifications of teachers, instructional methods, or other types of educational services?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

I was advised by an ITT recruiter that their instructors were extremely knowledgeable in the field I was applying for (game design). This was something the recruiter mentioned to me when I showed concern over the cost of the program. He advised me that the instructors were not only knowledgeable, but I would be given the opportunity to have one-on-one time with the instructors to ask questions due to the small class sizes. Actual instruction during classes was very rare and when instruction did take place, it was read from the book assigned for that class. Any questions I asked the instructor one-on-one were answered by telling me to look in the book or search the Internet for an answer. The game design course had a single instructor (Wally Jones, who was also the department head for the program) without actual game design experience. During my time with ITT, I started to become frustrated with the instruction, or lack thereof. A typical class day would consist of the performing assignments in our school books while the instructor would sit at a computer at the front of the class. Very rarely was any actual instruction given by the instructors and when there was, it was read from the school book and demonstrated on a projector screen. People in my classes often joked and referred to ITT as "expensive daycare". Homework was provided and instead of providing students with legitimate copies of 3D Studio Max to use at home (the software our classes focused on) they passed around "cracked" copies of the software on burned CDs that automatically generated a software license key. After I received my Visual Communications Associate of Applied Science degree from ITT, I began taking courses towards my bachelor's.

See Ex. 1 at ¶¶ 119-168; Ex. 6.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**ADMISSIONS AND URGENCY TO ENROLL**

Did the school mislead you (*or fail to tell you important information*) about the importance of enrolling immediately, the consequences of failure to enroll, how difficult it was to be admitted, or anything else about the admission process?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

I scheduled a meeting with the recruiter at the Richmond, VA campus. During the on-site meeting, the recruiter showed me information regarding courses I would take, skills I would learn, and provided the names of companies that regularly hired ITT students (I do not recall specific company names). At the end of the meeting, the recruiter asked if I was ready to sign up and meet with someone in their on-site financial aid department. I had advised him that I wanted to take the information home and look over it further before making a decision. I ultimately decided to sign up with ITT. During my initial on-site meeting with an ITT recruiter, I was asked if I was ready to meet with a financial aid advisor. When I mentioned I wanted to take time to look over the materials I was provided with during the meeting, he advised me that I would need to make a decision fast in order to guarantee myself a spot in the fall semester. I was putting forth an incredible amount of effort into my work while noticing others barely putting forth any effort and getting similar grades as me. I started to feel as if it didn't matter what I did at this school, so long as I signed further documents to obtain new loans when they needed me to, I would get my degree. I wasn't there to just pay for a degree, I was paying for an education. After that meeting with my department head, I decided to withdraw from ITT.

See Ex. 1 at ¶¶ 65-117; Ex. 7.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**OTHER**

Do you have any other reasons relating to your school that you believe qualify you for borrower defense, such as your school failing to perform its obligations under its contract with you, or that there is a judgment against your school in a Federal court, a State court, or in front of an administrative board or that you believe that you have a state law cause of action against the school?

Yes  No

Is there some other reason you feel your school misled you?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

ITT failed to deliver on everything it promised me. The school is no longer around for many of those reasons. They boasted to me about their job placement rates, yet they were unable to provide me any assistance in finding a job in the field I went there to study for. Instead, they wanted to set me up on an interview with a local computer repair company.

Numerous lawsuits against ITT allege facts and violations of law that would qualify me for borrower defense. See Ex. 1 (Student Claimants' compl. against ITT Educational Services, Inc., et al.); Deborah J. Caruso, the Chapter 7 Trustee for ITT Educational Services, Inc. et al. v. Kevin Modany, et al., No. 16-07207-JMC-7A (Bankr. S.D. Ind. May 31, 2018), ECF No. 2562; Consumer Financial Protection Bureau v. ITT Educational Services, Inc., No. 1:14-cv-292 (S.D. Ind. Feb. 26, 2014), ECF No. 1; see also ITT Educational Services, Inc. and Daniel Webster College, Inc., No. 16-07207-JMC-7A (Bankr. S.D. Ind. Nov. 30, 2018), ECF No. 3079 (final order granting Trustee's Motion to Settle with Student Clamaints in the ITT bankruptcy case). My answers contained above, in "Section IV. Basis for Borrower Defense," also support my belief that I have a state law cause of action against ITT. I request that, in addition to the information provided in this form, including exhibits and attachments, any other information or findings in the Department's possession that would support my claim be used and applied in the evaluation of my borrower defense application.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**SECTION V: FORBEARANCE/STOPPED COLLECTIONS**

If you are not currently in default on your federal student loans, you may request to have them placed into **forbearance** status while your application is under review. **Forbearance means that you do not have to make loan payments and your loans will not go into default.** Forbearance will continue until the borrower defense review process of your application is completed. Your servicer will notify you when your loans have been placed into forbearance status.

If your federal student loans are in **default**, you may request to have debt collection on your loan stopped ("**stopped collections status**"). **This means that the federal government or debt collection companies will stop attempting to collect on the loans, including by not withholding money from your wages or income tax refunds.** Stopped collections status will continue until the borrower defense review process of your application is completed.

Please see the "Common Questions and Answers Regarding Forbearance/Stopped Collections" section on the Borrower Defense website (<https://studentaid.ed.gov/borrower-defense>) if you have any questions regarding choosing to enter forbearance or stopped collections.

**Note that interest will continue to accumulate on federal loans regardless of what status they are in, including subsidized loans. If your application for borrower defense is denied, or partially approved, the total amount you owe on those loans may be higher.**

**PLEASE NOTE:** You do not have to place your loans in forbearance or stopped collections to apply for borrower defense relief.

For the most current information with regard to your rights and obligations regarding forbearance and stopped collections, please visit the Borrower Defense website at <https://studentaid.gov/borrower-defense>.

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\*Are you requesting forbearance/stopped collections?

- Yes, I want all of my federal loans currently in repayment to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue.
- No, I do not want all of my federal loans currently in repayment to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue and that I must continue to make loan payments.

If you do not select one of the options immediately above, your federal loans currently in repayment will automatically be placed into forbearance and collections will stop for any defaulted loans, and the Department will request forbearance for any commercially held Federal Family Education Loan (FFEL) program loans currently in repayment and for debt collection to stop for any defaulted, commercially held FFEL program loans that you have currently (*as applicable*).

**SECTION VI. CERTIFICATION**

By signing this attestation I certify that:

All of the information I provided is true and complete to the best of my knowledge. Upon request, I agree to provide to the U.S. Department of Education information that is reasonably available to me that will verify the accuracy of my completed attestation.

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the U.S. Department of Education or its designee that I meet the qualifications for borrower defense.

I certify that I received proceeds of a federal loan, in whole or in part, to attend the school/campus identified in Section II (above).

I understand that if my application is approved and some or all of my loans are forgiven, I am assigning to the U.S. Department of Education any legal claim I have against the school for those forgiven loans. By assigning my claims, I am effectively transferring my interests in any claim that I could make against the school relating to the forgiven loans (including the ability to file a lawsuit over those forgiven loans and any money ultimately recovered in compensation for those forgiven loans in court or other legal proceedings) to the U.S. Department of Education. I am not assigning any claims I may have against the school for any other form of relief --including injunctive relief or damages related to private loans, tuition paid out-of-pocket, unforgiven loans, or other losses.

I understand that the U.S. Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the U.S. Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that any rights and obligations with regard to borrower defense to repayment are subject to the provisions currently in effect under Title 34 of the Code of Federal Regulations.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S.C. § 1001, including fines. I understand that I may be asked to confirm the truthfulness of the statements in this application to the best of my knowledge under penalty of perjury.

*Signature 	Date 5/10/2019
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Submit this form and any additional documents you believe will help us review your application by email to [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) or by mail to: U.S. Department of Education - Borrower Defense to Repayment, PO Box 42633, Monticello, KY 42633.

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**PRIVACY ACT NOTICE**

Information required by subsection (e)(3) of the *Privacy Act of 1974*, as amended (*Privacy Act*) (5 U.S.C. 552a(e)(3)) requires the following notice be provided to you:

The authorities for collecting the requested information from and about you are Section 455(h) of the *Higher Education Act of 1965*, as amended (*HEA*) (20 U.S.C. 1087e(h)) and 34 C.F.R. § 685.206(c) and the authorities for collecting and using your Social Security Number (SSN) are the same but also include 31 U.S.C. 7701(b). The primary purpose of the information collected is for the use and administration of the U.S. Department of Education's office of Federal Student Aid (ED/we) for borrower defense to loan repayment program. The information you provide ED on this form and your SSN are voluntary, but you may need to provide the requested information on this form, including your SSN and/or a Federal Student Aid ID (FSA ID) that provides ED your verified SSN and other individual information pertaining to a student's or parent's Student Financial Assistance Programs account(s), for ED to process or complete our review of your borrower defense to loan repayment application. You may submit a form without your SSN or an FSA ID by filling out a form and sending it to ED via email or physical mail because disclosure of the information requested on this form is voluntary. However, without providing all the requested information on this form, ED may not be able to conduct a full investigation and complete the review of your application.

We use the information that you provided on this form including your name, SSN, date of birth, address, email address, telephone number(s), and / or an FSA ID, to receive, review, evaluate, and process requests for relief under the borrower defense to loan repayment regulations, to render decisions on the merits of such requests for relief, and, where requests for borrower defense to loan repayment are successful, to determine the relief that is appropriate to borrowers under the circumstances as well as to initiate appropriate proceedings to require schools whose acts or omissions resulted in the successful defenses against repayment to pay ED the amounts of the loans that apply to the defenses. Without your consent, ED may disclose the information that you provided and as otherwise allowed by the *Privacy Act*, pursuant to the routine uses identified in the system of records notice (SORN) entitled "Customer Engagement Management System (CEMS)" (18-11-11) and published in the Federal Register as [83 FR 27587-27591 \(June 13, 2018\)](#). These routine uses include, but are not limited to, a routine use that permits ED to disclose your information to foreign agencies, Federal agencies, State agencies, Tribal, or local agencies, accreditors, schools, lenders, guaranty agencies, servicers, and private collection agencies when further information is relevant to ED's resolution of your complaint, request, or other inquiry, tracking your application or your inquiry, and, where a request for borrower defense to loan repayment is successful, to determine the relief that is appropriate under the circumstances as well as to initiate the appropriate proceeding to require the school whose acts or omissions resulted in the successful defense against loan repayment to pay ED the amount of the loan that apply to the defenses. We may use your information for reporting, analyzing the data to make recommendations in student financial assistance programs, and assisting in the informal resolution of disputes. Disclosure of relevant information also may be made to the responsible foreign, Federal, State, Tribal or local agencies charged with investigating or prosecuting a violation or potential violation of law in the event that information indicates, either on its face or in connection with other information, a violation or potential violation of any applicable statute, regulation, or order of a competent authority.

In the event of litigation or alternative dispute resolution (ADR) involving ED or that we have an interest in and if that a party is either any component of ED, any ED employee in his or her official capacity, any ED employee in his or her individual capacity where representation for the employee has been requested or has been agreed to by ED or the Department of Justice (DOJ), or the United States where ED determines that the litigation is likely to affect ED or any of its components, we may disclose your information to DOJ, a court, adjudicative body, a person or an entity designated by ED or otherwise empowered to resolve or mediate disputes, or a counsel, party, representative, or witness if the disclosure is relevant and necessary to the litigation or ADR. ED also may disclose your information to DOJ to the extent necessary for obtaining DOJ's advice on any matter relevant to an audit, inspection, or other inquiry. We may send information to members of Congress if you ask them to help you with federal student aid or Student Financial Assistance Programs account(s) questions. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. As part of such a contract, we will require the contractor to maintain safeguards to protect the security and confidentiality of the records that are disclosed to the contractor. If a record is relevant and necessary to a borrower complaint regarding participants in any Federal Student Financial Assistance Programs under title IV of the *HEA*, ED may disclose a record only during the course of

processing, reviewing, investigating, fact-finding, or adjudicating the complaint to: any party to the complaint; the party's counsel or representative; a witness; or a designated fact-finder, mediator, or other person designated to resolve issues or decide the matter. ED also may disclose records to the DOJ or Office of Management and Budget (OMB) if ED concludes that disclosure is desirable or necessary in determining whether particular records are required to be disclosed under the *Freedom of Information Act (FOIA)* or the *Privacy Act*. ED may disclose your information to appropriate agencies, entities, and persons when ED suspects or has confirmed that there has been a breach of the system maintaining your information; which poses a risk of harm to individuals, ED (including its information systems, programs, and operation), the Federal agencies, or national security and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist ED's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm. ED also may disclose your information to another Federal agency or Federal entity, when ED determines that your information is reasonably necessary to assist the recipient agency or entity in responding to a suspected or confirmed breach or preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal agencies, or national security, resulting from a suspected or confirmed breach.

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### **PAPERWORK REDUCTION ACT 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 1845-0146. Public reporting burden for this collection of information is estimated to average 1 hour 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 or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) directly.

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**Exhibit B**



From:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

----- Forwarded message -----

From: **U.S. Department of Education** <[noreply@studentaid.gov](mailto:noreply@studentaid.gov)>

Date: Fri, Oct 23, 2020 at 9:01 AM

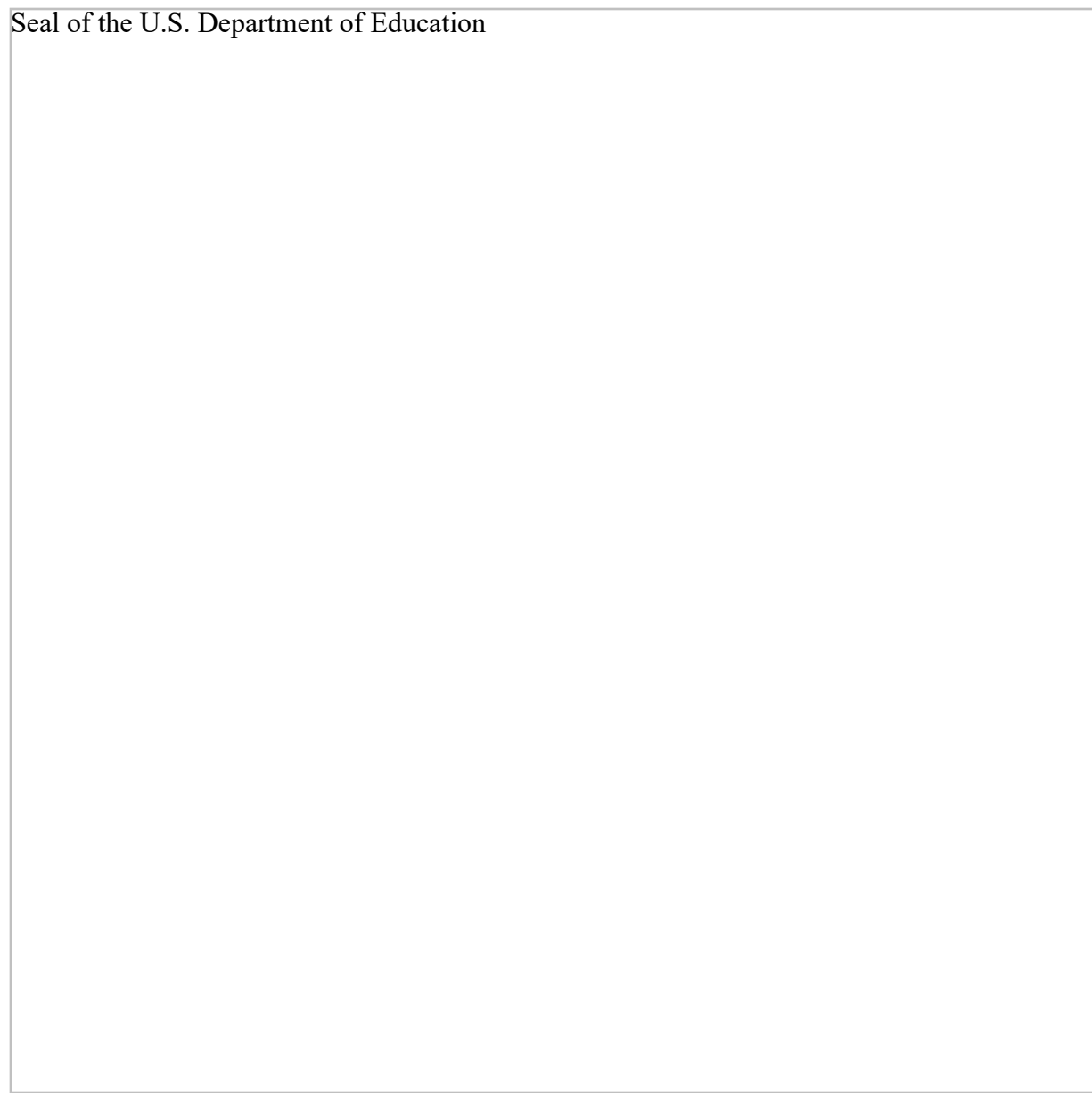
Subject: Your Incomplete Borrower Defense Application is Expiring

To: <[REDACTED]>

[Click here to view this email as a web page.](#)



Seal of the U.S. Department of Education

The seal of the U.S. Department of Education is a large, empty rectangular box that occupies the upper half of the page. It is intended to contain the official seal of the department but is currently blank.

Dear Borrower:

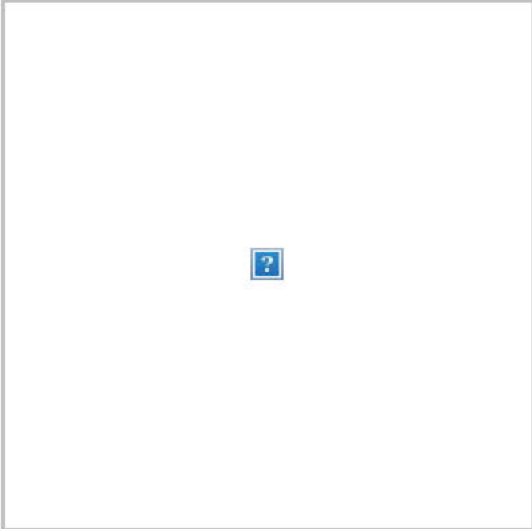
**This is a courtesy reminder that your borrower defense application is incomplete.**

Incomplete applications must be submitted by 11:59 p.m. Eastern time on November 7, 2020. Due to system improvements, incomplete applications that are not submitted by November 7, 2020 will be removed. You can start and submit a new application any time after November 7, 2020 by visiting [borrowerdischarge.ed.gov](http://borrowerdischarge.ed.gov).

If you have questions, you may call our borrower defense hotline at 1-855-279-6207. Representatives are available Monday through Friday from 8 a.m. to 8 p.m. Eastern time.

Sincerely,

U.S. Department of Education (ED)  
Federal Student Aid  
Borrower Defense Unit



830 First Street, NE, Washington, D.C. 20202  
[StudentAid.gov/borrower-defense](https://StudentAid.gov/borrower-defense)