STUDENT BORROWER PROTECTION CENTER

MEMORANDUM

June 2, 2022

TO: Interested Parties
FROM: The Student Borrower Protection Center; National Association of Consumer Bankruptcy Attorneys; and National Consumer Law Center

RE: **Borrower Voices on the Incomplete Promise of Relief through IDR: Bankruptcy Forbearance**

Overview

The promise of affordability and loan relief through income-driven repayment ("IDR") options has largely been broken, plagued by failed policy, unwieldy regulatory requirements, and industry misconduct. While we applaud the Department of Education's ("Department") recent efforts to remedy the past failures of IDR,[1] the steps outlined in the policy announcement only partially address longstanding IDR failures. As we have previously stated, to fully remedy the administrative failures and servicer misconduct around IDR, the policy must provide automatic IDR credit for *all* of a borrower's time in repayment, including all time in forbearance, deferment, and default.

The Department must include borrowers' time in bankruptcy forbearance towards qualifying IDR payments through the account adjustment. Debtors undergoing Chapter 13 bankruptcy proceedings are legally entitled to enter onto IDR plans. However, for years student loan servicers and holders have refused to process IDR applications and instead forced these borrowers into bankruptcy forbearance, or failed to file Proofs of Claim to get paid by Trustees when funds are available, based on misguided and faulty Department policy. An IDR policy that does not recognize that servicers and the Department misguided borrowers into entering years of unnecessary forbearance, potentially engaging in unlawful discrimination in the process, falls short.

Background

Almost three decades ago, in recognition of the massive burden that student loan debt imposes on American households, Congress introduced one of the most vital protections available in any consumer financial market: income-driven repayment.[2] From its inception and throughout its expansion across successive presidential administrations, IDR has been shaped by three core principles: that federal borrowers should be able to afford their monthly student loan bills, that

[1] https://studentaid.gov/announcements-events/idr-account-adjustment; https://www.ed.gov/news/press-releases/department-education-announces-actions-fix-longstanding-failures-student-loan-programs.
[2] https://journals.sagepub.com/doi/abs/10.1177/0002716217701673.

the most financially strapped borrowers should enjoy safeguards from delinquency and default, and, perhaps most importantly, that student loan debt should never become a lifelong affliction.[3] In implementing the latter precept, the Department has entitled federal student loan borrowers in IDR to debt cancellation after 20 to 25 years of consistent, on-time repayment based on the borrower's loan type and particular IDR plan.[4]

The promise of eventual debt cancellation through IDR is a key source of hope for millions of borrowers, many of whom make substantial personal sacrifices even while enrolled in IDR to remain current on their loans.[5] Moreover, the assumption that IDR generally delivers cancellation as promised is the cornerstone of significant federal policy and case law. For instance, the legal regime that makes it extremely difficult for borrowers to discharge student loan debt in bankruptcy partly stems from the assumption that IDR makes student loan payments manageable.[6] Similarly, there is a growing body of policy research that frames substantial intervention to alleviate student debt burdens, such as through broad-based cancellation, as unnecessary based on the assumption that IDR can be a source of meaningful relief for most borrowers struggling with student loan debt.[7]

Unfortunately, the promise of eventual debt relief through IDR has proven to be completely broken. Though debt cancellation under IDR has been available for qualifying borrowers since at least 2016, a recent Government Accountability Office ("GAO") report found that only 132 borrowers have *ever* successfully achieved loan cancellation via IDR.[8] For relative scale, information uncovered by U.S. Senator Elizabeth Warren indicates that more than 4.4 million borrowers have been in repayment for 20 years or more.[9] Using the Department's limited data, the GAO found that at least 7,700 loans, totaling around $49 million in repayment, could potentially be eligible for IDR forgiveness.[10] The failure of servicers and the Department to accurately track repayment data means that the GAO was not able to perform a full analysis of what loans are potentially eligible for IDR forgiveness.[11] The report found that the Department's data prior to 2014 is largely too incomplete to be able to accurately count a borrower's time in qualifying repayment.[12] Despite the Department's knowledge that payment counts could not be accurate, it continued to instruct servicers to consider previous servicer counts as accurate.[13] Relatedly, the GAO report found that the Department does not provide sufficient information to borrowers about what constitutes a qualifying payment towards IDR forgiveness, including that periods of forbearance and most types of deferments do not count.[14] Similarly, servicers and the

[3] https://protectborrowers.org/idr-history-report/.
[4] https://studentaid.gov/manage-loans/repayment/plans/income-driven.
[5] https://protectborrowers.org/idr-unaffordability-report/.
[6] https://www.law.georgetown.edu/georgetown-law-journal/wp-content/uploads/sites/26/2018/07/Help-or-Hardship.pdf.
[7] https://bfi.uchicago.edu/insight/finding/the-distributional-effects-of-student-loan-forgiveness/.
[8] https://www.gao.gov/assets/gao-22-103720-highlights.pdf; https://www.gao.gov/assets/gao-22-103720.pdf at 10.
[9] https://www.warren.senate.gov/imo/media/doc/Education%20Department%20Response%20to%20Sen%20Warren%20-%204-8-21.pdf#page=2.
[10] *Id.*
[11] *Id.*
[12] https://www.gao.gov/assets/gao-22-103720.pdf at 11; 12.
[13] *Id.* at 13; 14.
[14] *Id.*

Department do not notify borrowers of their progress towards IDR forgiveness, nor that borrowers can request to verify these counts.[15]

Worse, the situation for borrowers pursuing cancellation through IDR appears unlikely to improve. An internal analysis conducted by one large student loan servicer recently found that of the more than 8.5 million borrowers whose federal student loans it manages, only 48 are projected to receive debt cancellation under IDR by 2025.[16] This overall estimate involved the projection of an 83 percent *reduction* between 2022 and 2025 in the number of borrowers that will receive cancellation through IDR each year, prompting one company employee to remark in uncovered emails that the number of borrowers securing cancellation seemed "very low."[17]

The systematic collapse of the promise of relief that Congress made to borrowers flows from decades of inaction, incompetence, and unfortunately frequent malfeasance from the Department, federal policymakers, regulators, and the student loan industry. For example, over the past several years, state attorneys general across the country and the Consumer Financial Protection Bureau have brought public enforcement actions against the Department's largest student loan servicing contractors for a wide range of abuses related to borrowers' access to IDR, including deploying abusive forbearance steering tactics, deceiving borrowers regarding their obligation to annually recertify income, and failing to timely process IDR applications.[18] These abuses—conducted by the very same companies tasked with guiding borrowers through repayment and empowering them to access their protections under the law—will add years or decades to borrowers' repayment sequences even if they are eventually able to access IDR at all. By that time, borrowers will likely have undergone extensive but entirely unnecessary financial hardship including periods of disastrous delinquency or default.

A recent settlement between 39 states attorneys general and the federal student loan servicing giant Navient demonstrates that servicers have consistently and recklessly engaged in a startling variety of abusive practices with long-term consequences for borrowers.[19] While beneficial for some private loan borrowers, the terms of the settlement will not provide relief for the millions of borrowers who lost years of credit towards federal loan forgiveness and over-paid on their monthly student loan bills because of student loan servicers' illegal activities. This episode is yet another instance of the policy apparatus and specifically the promise of affordability through IDR failing borrowers entirely.

Worse, as with so many aspects of the student debt crisis, the weight of IDR's widespread breakdown has landed most heavily on Black borrowers. In particular, a nationwide survey from The Education Trust recently found that Black federal student loan borrowers struggle to access IDR, and that they continue to face both difficulty affording basic life necessities and an ongoing risk of default on their student loans even when enrolled in IDR.[20] Reflecting on IDR's failure to

[15] *Id.*
[16] https://protectborrowers.org/wp-content/uploads/2021/10/SBPC_Driving_Into_A_Dead_End.pdf#page=18.
[17] *Id.*
[18] https://protectborrowers.org/wp-content/uploads/2021/10/SBPC_Driving_Into_A_Dead_End.pdf#page=15.
[19] https://protectborrowers.org/student-borrower-protection-center-statement-on-navients-settlement-with-39-states-cancelling-1-7-billion-in-predatory-private-student-loans/.
[20] https://edtrust.org/resource/jim-crow-debt/.

deliver eventual debt cancellation for Black borrowers, the survey noted that Black borrowers feel that repayment under IDR is "a lifetime debt sentence."[21]

Borrowers in Chapter 13 Bankruptcy Plans Have Been Wrongfully Forced into Long-Term Forbearances

Below is a selection of borrower narratives illustrating the human toll that widespread illegal and incompetent practices related to IDR have had on debtors in Chapter 13 plans.[22] For these borrowers, and for millions more just like them, the promise that Congress made through IDR remains unfulfilled.

1. Tammy and her husband made five years of payments from 2009-2014 totaling approximately $13,800 on Tammy's husband federal student loans while they were going through Chapter 13 bankruptcy. Tammy's husband first took out loans in 1998 and has been working in public service. Their servicer took the money and applied them to the loan balance, but has recorded all the time as bankruptcy forbearance. Tammy's husband should qualify for public service loan forgiveness, but the five years of payments he made while in bankruptcy do not count because his servicer counts that time as bankruptcy forbearance.[23]

2. Angela is a public school teacher. She entered Chapter 13 to stop the aggressive collection efforts of private student loan lenders, and she also has significant federal student loans. She has faithfully paid her chapter 13 payments for nearly five years now, while working in a low income high school. If her time in Chapter 13 is not counted, she will be denied years of time toward PSLF, IDR, and teacher loan forgiveness that she would otherwise have earned.[24]

3. "I had unfortunately needed to do a [] bankruptcy in 2013 for 5 years. I talked to [my servicer] about the loan forgiveness at that time . . . I demanded that my [student] loans be paid during this time to ensure I would be getting credit for the months while in the 5 year bankruptcy which I did I faithfully paid my monthly payment automatically through the bankruptcy liaison for the 5 years. Then I was told after the 5 years that because they [my servicer] didn't have me in the right program that none of those payments would count."[25]

4. "I have been paying on these loans for 19 years. While working in a public high school. . . . During this time I got divorced and filed for bankruptcy . . . I was careful not to make any late payments during the 5 years of bankruptcy, knowing this would make me ineligible for forgiveness. When I reached the 10 year mark, I contacted [my servicer] who then told me that I was on the wrong repayment plan . . . I would need to start the process over . . . I consolidated them and got on the income contingent repayment plan.

[21] *Id.*
[22] Names changed for clients' privacy.
[23] Story on file with the Student Borrower Protection Center.
[24] Story on file with a private practitioner.
[25] https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/5310746.

None of these things were brought to my attention during the many hours I spent on the phone about this matter."[26]

5. "In 2009 my wife [] and I filed Chapter [13 bankruptcy.] We had to exclude our student loan from the case. . . . During the 5 years of our chapter [13], our trustee made payments . . . The total was over $13,000 which would equal the 5 years of payments. Per the Waiver, these payments for PSLF will not count because the account states Forbearance/BK.. . . Navient continued to collect interest on my loan during the entire 5 years of our Chapter [13], Navient did not apply any of the payments made . . . . As of today those payments have not been applied, instead, Navient charged fees each month, capitalized interest, charged late fees, applied transfer fees."[27]

6. "I filed for Chapter [13] bankruptcy. I tried to make student loan payments, but they were returned by AES. I completed my plan and my bankruptcy . . . I was advised by AES that my loans now totaled over $130,000, due to the interest that compounded during the bankruptcy. My attempts to have AES forgive the interest during the bankruptcy (since it refused payment) were futile. The balance is now over $160,000. . . The monthly payments are $1300. . I have been making payments now, excluding deferments and the five-year bankruptcy period, for 22 years."[28]

7. "My student loans are currently in bankruptcy forbearance due to me filing Chapter [13]. My bankruptcy was amended to allow me. . . to pay with the IDR plan. Loan status has not updated so I can re certify for IDR. Time that is being used as " processing " is causing me to los[e] credit for months I can receive credit for."[29]

8. "Through the separation and divorce, I was forced to file for [] bankruptcy. I made 5 years of monthly payments, which included regular payments to my student loans. Despite payments going to the student loans, I was not given credit for these payments. My loans remained in default and very sizeable default fees and interest accrued. I contacted ECMC about this matter and was told this was policy and federal law. Upon finishing up my 5 years of bankruptcy payments (all of which were on time), I was told by ECMC that if I made 9 consecutive monthly payments, that my loans would be taken out of default. They then would begin to work with me to waive the default fees and interest accrued. After my 9th payment was made, my loan was sold . . Nothing was waived, adjusted, etc. My loans that were $56,000 are now [$110,000]."[30]

Stories from bankruptcy attorneys:

9. "I have a client who has been working in various school systems her entire career. She has a large student loan debt ($245,000). She had been paying on this debt as part of the PSLF program but found it necessary to file a Chapter 13. She has been diagnosed with 2

[26] https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/5209039.
[27] https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/5188747.
[28] https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/4167866.
[29] https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/3526416.
[30] https://www.consumerfinance.gov/data-research/consumer-complaints/search/detail/3378988.

types of aggressive cancer and is undergoing treatment. She called her student loan provider and was told that even if payments were to be made through the bankruptcy court, they would not be accepted nor would any of the payments, if paid, would be credited toward her PSLF program. We attempted to require the bankruptcy court to make payments directly to the student loan provider but once she was told the circumstances, we had to withdraw that motion. Now we have filed a motion to remove the student debt from her case to allow her to make payments directly to the provider. Since she is in an active Chapter 13, they, once again, can deny her direct payments. This is a true puzzle. Why would they refuse to accept payments from either the Debtor or the court?"[31]

10. A Chapter 13 Debtor moved to separately classify her federal student loans so that she could enter into an IDR plan (she was recently out of school and her 6 month grace period was coming to a close). She works for a public school in Florida and should have taken part in PSLF. Once the orders on separate classification and confirmation were entered, the client called her servicer and advised of the separate classification and confirmation orders, the servicer told her that it did not matter and they would not process either her IDR or PSLF applications because of the bankruptcy filing.[32]

11. "When the Debtor filed [for Chapter 13] bankruptcy, she owed $194,111.66 at 7.65% interest on her federal student loans . . . Prior to filing the bankruptcy, the Debtor was not delinquent or in default on her student loans, but she was having other financial issues that made bankruptcy reorganization appropriate. Once the bankruptcy petition was filed, the Debtor's servicer immediately placed her in "administrative forbearance" which does not require any monthly payments, but recapitalizes the interest on the student loan principal throughout the pendency of the bankruptcy. . . two months after filing the Chapter 13 bankruptcy case, the Debtor's federal student loan debt had increased to $197,073.64 . . . because the post-petition interest on the loans had begun to recapitalize monthly . . . By March 2015, the student loans had accrued $16,030.78 in recapitalized interest. Just one year after filing bankruptcy, the Debtor owed $210,142.44 in federal student loans . . . which was more than she would have owed had she not filed a bankruptcy because the 7.65% interest was recapitalizing upon itself. . . . During this Chapter 13 bankruptcy, the Chapter 13 Trustee paid $85,985.21 directly to the servicers for the federal student loans. The bankruptcy case . . . was closed in April of 2019. At the time of discharge, the Debtor still owed $187,593.46 in federal student loans. According to the servicer's post-discharge correspondence with the Debtor which does not track with the servicer's POC and the Chapter 13 Trustee's Final Report and Account, of the $85,985.21 paid to the servicers by the Chapter 13 Trustee, only $13,252.81 was applied to the student loan principal and $71,148.48 was applied to pay interest. Despite the substantial amount of money paid to the servicers ($85,958.21), the Debtor only reduced her total federal student loan debt by $6,518.20 . . . This could have been avoided . . . if the Debtor had enrolled in an IDR program during her Chapter 13 bankruptcy, she would have been making consistent monthly payments on her federal student loans based on her income and she would have stopped the monthly

[31] Story on file with the Law Office of John E. Dunlap.
[32] Story on file with Hoskins Turco Lloyd & Lloyd.

recapitalization of the 7.65% interest. Moreover, the Debtor would have been five years closer to student loan forgiveness that is part of the terms of all IDR programs. . . the federal student loan servicers received 66% ($85,985.21) of the total amount paid on the general unsecured claims (GUCs) ($129,811.51) through the Chapter 13 plan. Had the federal student loan debt been treated as a separate class paid outside the Chapter 13 Plan [on an IDR plan], the other general unsecured creditors would have received 100% payment on their claims."[33]

12. "Lynn, age 62, has been a government worker for most of her career. By 2011, her federal student loans exceeded $178,000, she was facing wage garnishment due to her student loans and had trouble paying all her bills . She filed a chapter 13 [] to prevent garnishment [] and discharge other debts to have more funds to eventually pay on her student loans.. Her Discharge was issued [in] 2016. Although Nelnet was given Notice by the Bankruptcy Court at 2 addresses, Nelnet never filed a Proof of Claim. Interest continued to accrue during her bankruptcy. Lynn found out later she was put in a bankruptcy forbearance for the 60 months. After her Discharge she did a Rehabilitation and signed up for an IDR plan until the COVID forbearance. With her balance now at $254,378, she is very frustrated to discover that the 60 months she was in a bankruptcy forbearance with interest accruing, the 60 months will not only not count for PSLF but also may not count towards IDR Forgiveness. With costs rising and no dependents anymore, she is worried about ever being able to retire as even an IDR payment will be too much to pay each month . . . Now with no help from the PSLF Limited Waiver and no credit for 60 months under the IDR Forgiveness she has no idea how she will ever be able to retire."[34]

As these stories illustrate, the IDR account adjustment's failure to count borrowers' time in bankruptcy forbearance is unfair and unjust. As background, Chapter 13 bankruptcy, also known as "wage earner's plan," enables debtors to enter into a three to five year repayment plan to creditors, which is typically administered by a trustee. Federal student loan payments can rarely be discharged in Chapter 13 bankruptcy, as there is a prohibitive "undue hardship" threshold for discharge, which was first imposed in the 1970s and became the sole basis for discharge in bankruptcy in 1998.[35] Unlike Chapter 7 bankruptcy, where lenders are instructed to place borrowers in a forbearance during the bankruptcy proceeding,[36] there are no formal regulations on student loan payments during Chapter 13 bankruptcy. Debtors in Chapter 13 plans are legally entitled to enter income-driven repayment plans to pay off their federal student debt, or to a right to cure.[37] 11 U.S.C. § 1322(b)(5), (b)(3); *see e.g., In re Buchanan*, 14-51161, Dkt. 44 (Bankr. M.D.N.C. June 11, 2015) (approving IDR plan); *see also In re Berry*, 582 B.R. 886, at 896 (Bankr. D.S.C. 2018), aff'd, 2019 WL 1034484 (D.S.C. Mar. 5, 2019) (finding that a loan servicer is not required to put a debtor's federal student loans in forbearance status). Relatedly,

[33] Story on file with Thompson Law Group, P.C.
[34] Story on file with the Cody-Hopkins law firm.
[35] https://www.justice.gov/usao/page/file/1046201/download at 56-57.
[36] 34 C.F.R.§ 682.402(f)(5)(ii); https://www.nclc.org/images/pdf/bankruptcy/Comments_CFPB_20150713.pdf at 2.
[37] *Id*. at 63.

the non-dischargeability of student loans post bankruptcy means that student loan payments can be classified separately from other dischargeable unsecured debts during a Chapter 13 plan.[38]

Historically, the Department has adopted a policy preventing debtors from accessing IDR plans, and instead forced many of them into "bankruptcy forbearance" status to comply with the automatic stay provisions of the Bankruptcy Code, even when borrowers are making regular payments.[39] While this policy may now be waived by the Department if a debtor obtains court approval to remain in an IDR, it had been the Department's stance for years prior, and many debtors still do not seek court approval because they are unaware of the Department's policy. Pointing to this policy, servicers have refused to count payments made during Chapter 13 plans, sometimes refusing payments and sometimes accepting them as voluntary payments but not counting them towards repayment plans. In many cases, a debtor may end up paying more on their student loans under a bankruptcy plan than under an income-driven repayment plan, since payments are pegged to the value of all their non-exempt assets rather than to income. Similarly, servicers have rejected defaulted debtors' consolidation or rehabilitation applications to get out of default, preventing them from getting out of default to enter low IDR repayment plans. And even when borrowers are able to have an IDR plan approved by the bankruptcy court, debtors and bankruptcy attorneys report that servicers have refused to acknowledge it. This treatment of debtors with student loan debt may constitute unlawful discrimination against debtors under 11 USCS § 525(c). *See In re Berry*, at 896 n. 22. Worse still, as advocates have pointed out, student loans continue to accrue interest and fees during bankruptcy forbearance, which is capitalized upon exit of the plan, and means debtors often emerge from bankruptcy owing much more on their student debt than when they began.[40] Borrowers who go into default during or before bankruptcy can be subject to collections activity when they exit the bankruptcy plan.[41]

While the IDR adjustment policy announced by the Department will certainly help thousands of people, it leaves out some of the most vulnerable borrowers. The Department must recognize that its own policies have unfairly forced Chapter 13 debtors into forbearance status when they were eligible to enter in IDR plans, sometimes for up to five years, and often when they were making substantial and regular payments. A fair, restorative IDR adjustment should recognize this error, and provide borrowers with credit for time in bankruptcy forbearance towards IDR forgiveness. Treating bankruptcy forbearance differently from other types of forbearance unfairly punishes these borrowers and unjustifiably causes them to lose years of payment history.

The Department Can and Must Act to Restore the Promise of Relief through IDR

In October, the Biden administration initiated a sweeping waiver to address longstanding, wide-ranging failures plaguing the Public Service Loan Forgiveness ("PSLF") program.[42] This waiver allowed hundreds of thousands of borrowers to bypass byzantine administrative burdens, sweep aside the lingering effects of past servicing abuses, and rise from the wreckage of decades-long

[38] *Id.* at 64.
[39] 11 U.S.C. § 362; *See* https://www.nclc.org/images/pdf/bankruptcy/Comments_CFPB_20150713.pdf at 4-5.
[40] *See* https://www.nclc.org/images/pdf/bankruptcy/Comments_CFPB_20150713.pdf.
[41] https://www.justice.gov/usao/page/file/1046201/download at 62.
[42] https://www.ed.gov/news/press-releases/us-department-education-announces-transformational-changes-public-service-loan-forgiveness-program-will-put-over-550000-public-service-workers-closer-loan-forgiveness.

policy blunders to access earned relief.[43] For tens of thousands of borrowers, that relief included immediate debt forgiveness.[44]

The Department's account adjustment announcement is a powerful step forward but simply falls short. Borrowers and a broad coalition of advocates have been calling on the Biden administration to use authorities already at its disposal to initiate a bold IDR relief program to deliver justice and relief to the millions of borrowers who have been denied the promise of IDR.[45] As outlined in a white paper co-authored by the Student Borrower Protection Center, the Center for Responsible Lending, and the National Consumer Law Center, this waiver would retroactively count ***all*** months since borrowers entered repayment as qualifying months towards forgiveness under IDR, regardless of the borrower's loan type or prior repayment plan.[46] This proposal is supported by a coalition of more than 100 unions, consumer protection organizations, and non-profit groups that represent a broad and diverse population of low to middle income student borrowers and workers across the country.[47] The Department's piecemeal IDR adjustment leaves out far too many borrowers and will create a kafkaesque implementation nightmare in which borrowers who are entitled to relief will not receive it because of administrative hurdles. The Department must enact a simple, straightforward IDR waiver that counts all of a borrower's time elapsed since their grace period.

Until the Biden administration takes substantial action such as implementing the proposed IDR waiver, however, borrowers will continue languishing under the weight of system-wide failure and broken promises. The weight that these borrowers face goes far beyond what may be captured in any statistic outlining how few borrowers have secured cancellation through IDR, how many borrowers continue to face delinquency and default, and how many decades borrowers have been trapped in repayment. The failure of IDR means years of lost payments, rippling financial ruin, and broken promises between citizens and their government at every level.

Servicers have too long put their financial profits ahead of borrowers' financial security. The Biden administration must choose to right that wrong by implementing a IDR waiver that will provide credit towards loan forgiveness for borrowers' time in default, forbearance, and deferment. By preventing borrowers in bankruptcy — who almost by definition have an economic hardship — from participating in the IDR audit and PSLF waiver, the Department is unfairly excluding thousands of borrowers from receiving critical forgiveness credits. As we have described, many of these borrowers or their trustees made years of payments towards their federal student loans during bankruptcy.

[43] *Id.*
[44] *Id.*
[45] https://protectborrowers.org/wp-content/uploads/2022/02/Final-IDR-Waiver-Coalition-Letter-2_9_2022.pdf.
[46] https://protectborrowers.org/borrower-advocates-demand-that-education-department-restore-the-promise-of-income-driven-repayment/.
[47] https://protectborrowers.org/wp-content/uploads/2022/02/Final-IDR-Waiver-Coalition-Letter-2_9_2022.pdf.