

## LEGAL MEMORANDUM:

### Is Dr. Mark Kantrowitz Correct Re Student Loan Cancellation?

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Preface: Gordon Wayne Watts is a Conservative Legal Scholar with the following credentials to verify:

#### CONSERVATIVE LEGAL SCHOLAR CREDENTIALS:

Besides nearly winning the legendary Terri Schiavo case, all by himself[1], he was also the only non-lawyer allowed by one Federal appeals court to submit an *Amicus Curiae* in a recent big gay marriage case[4], has published many guest columns, in places like *The Ledger*, decrying excessive taxing and spending[5], has a current pending Federal Civil Rights lawsuits against ten (10) sitting judges and justices in ILLINOIS[6], which has not been dismissed or thrown out, as of press time, and made a proper intervention into a student debt case heard by the U.S. Supreme Court[7], which, while it was not accepted for review, violated their own rules for intervention, and mentioned for context. These credentials, and others, suggest that Mr. Watts is not only a “far-right” Conservative (several orders of magnitude to the “right” of the late Rush Limbaugh), but also a heavyweight legal scholar, and, thus, any analyses which he might have to the student debt issue might be objective and useful legal analyses. Since he is a “Conservative” (on both fiscal and moral grounds), Watts has no motives to lobby “for” student loan cancellation/forgiveness—or Executive Order collegiate loan cancellation by President Biden.

#### CONFLICT OF INTERESTS:

In case it is overlooked elsewhere, Mr. Watts is good friends with Alan Collinge (of “Student Loan Justice” fame, and who has the current “Million Signature” petition at <https://Change.org/CancelStudentLoans> seeking to cancel all federally-held student debt by Executive Order). Watts is currently Alan’s FLORIDA STATE chapter leader[2], which is a salient point because this may appear to be a “conflict of interest” in favour of “Liberal” views on this topic, and also pointed out so that Alan may give him a character reference. Watts declares a massive student debt (\$68,289.93, as of the “Thu, Mar 5, 2020 5:53 pm” email from SallieMae[3], and probably more now), but claims no conflict of interest: As he is a rare person who is so poor that IBR (Income-based repayment) takes no money (he has such low income that his discretionary income is zero, setting monthly payments to zero), he is not harmed, and effectively has his loan “paid in full,” as just a matter of time. Thus, no “conflict of interest” or “motive” exists for Watts to seek any “Liberal Free Handout,” free college, loan cancellation, – or advocate for President Biden’s ability to cancel student debt via Executive Order: In fact, if Mr. Watts keep “rocking the boat,” like this, his IBR protection may evaporate like the morning mist in the hot noon sun – not unlike how his rights to bankruptcy in his existing loan contract was illegally removed (violating and impairing an existing contract) with the 1998 change in law removing bankruptcy defense from most collegiate loans. Thus, if any conflict of interest existed, it would be for Watts to be as silent as a church mouse and stop rocking the boat. NOTE: Part of the reasons Watts is poor (and easily qualifies for IBR) is due to taking time off from higher paying jobs so that he can spend time with his volunteer advocacy project (Contract With America: Part II) lobbying Federal Lawmakers to stop toxic “Liberal” excesses in taxing and spending—thus avoid a crash of the dollar—and the “GRID.”

#### WATTS' LEGAL MEMO FOLLOWS:

Recently, I noticed an article, “Is Student Loan Forgiveness By Executive Order Legal?,” by Mark Kantrowitz, *THE COLLEGE INVESTOR*, Publisher/Founder: Robert Farrington; Updated: August 11, 2021,  
LINK: <https://TheCollegeInvestor.com/35892/is-student-loan-forgiveness-by-executive-order-legal>  
Archive-1: <https://Archive.vn/VQIWH> \*\*\* Cf: <https://TheCollegeInvestor.com/about/>  
Archive-2: <https://Web.Archive.org/web/20210830080504/https://thecollegeinvestor.com/35892/is-student-loan-forgiveness-by-executive-order-legal> \*\*\* Cf: <https://TheCollegeInvestor.com/our-team/>

My prior legal analysis of the situation came to the conclusion that – whether it's sound economic policy or otherwise fair/moral – nonetheless, The President does, indeed, have the legal authority to cancel all existing federally-held student debt (but not private student debt). But Dr. Kantrowitz, a world-renowned expert, says otherwise, so I'll revisit the issue. (“Forgiveness” is an incorrect term, as it implies “sin” on the part of victims of predatory lending, illegal monopoly, illegal price-gouging, deceptive

lending, illegal change in existing loan contract terms, etc. “Cancellation” is a more accurate and precise term.) **Note to self:** There's a typo on this article citing to wrong Article in Sec. I of US Constitution, and I need to contact publisher about this, plus anything else I find if Dr. K is wrong here—as shown in this quote here: “I’ll do my best to answer each message as soon as I can! P.S. If you’re a journalist and you need to speak to me ASAP, call (858) 598-3149. If you are a PR Firm, please don’t call this number – I would love to hear from you, but an email with full details about your product/client would be preferable. [] *Please note that due to the amount of emails I receive, I may not be able to respond right away (although I’m pretty good at getting back to you within 24 hours!). If you don’t mind other people seeing what’s on your mind, post it on my Facebook Page instead.*” – <https://TheCollegeInvestor.com/contact-us/> \*\*\* <https://www.Facebook.com/TheCollegeInvestor> \*\*\* Cf: [Support@TheCollegeInvestor.com](mailto:Support@TheCollegeInvestor.com) \*\*\* **Second Note to self:** I recall that Mark has a Ph.D., but may not have finished his dissertation, and thus may not qualify as “Dr.” Mark Kantrowitz, but as he's a national/international expert, here, I think he qualifies; maybe I'll ask him about it. I will add that – either way – Mark is a legendary financial expert – and, on a personal level, I think he is a great person who sincerely cares for students and people in general. **3RD note to self and readers:** While I'm not a lawyer (and don't play one on TV—or my website), nonetheless, I have been involved in several high-profile cases, and have legal knowledge. Cite sources later. **4TH NOTE – an Editor's Note from me, writer, Gordon Wayne Watts:** I chose to “leave in” my prior personal notes, above—for context, as it does not detract from the substance of my legal memo – and does make for “interesting reading.”

First, Mark says, in salient part, that “Senators Chuck Schumer (D-NY) and Elizabeth Warren (D-MA) want President Joe Biden to forgive \$50,000 in federal student loans per borrower. They claim that he can do this unilaterally through executive order.” ASSESSMENT: He is correct. Sens. Schumer and Warren did, indeed, make this claim.

He also addresses a promise Pres. Biden made regarding forgiveness of \$10k and the likelihood of related legislation. ASSESSMENT: This is unrelated to our main question, and I shall pass on addressing this now.

This article quotes Mark Kantrowitz as saying: “The executive branch cannot spend money that has not been appropriated by Congress, per 31 USC 1301 et seq (Antideficiency Act (P.L. 97-258)) and Article I, Section 7, Clause 7 of the U.S. Constitution.”

ASSESSMENT: I will address PayGo, below, but before I do, I notice an egregious typo, above (whether the publisher Robert Farrington, or the writer, Mark Kantrowitz, I know not, but we're all human). Anyhow, ART. I, **Sec. 7** has only three clauses, and obviously, Mark is referring to ART. I, **Sec. 9**, clause 7, the legendary “Appropriations” clause, which says: “No Money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law; and a regular Statement and Account of the Receipts and Expenditures of all public Money shall be published from time to time.” \*\*\* TYPO for the webmaster to fix. \*\*\*

The “\$64,000.00 Dollar Question” aka the “Money Question” is asked by Mark here: “Can The President Cancel All Federal Student Loans? [] The President does not have the legal authority to forgive student loans on his own. Only Congress has the power of the purse. Executive action can be used only when it has been specifically authorized by Congress.” (Editor's Note: My use of empty brackets “[ ]” denotes a line-break, which is redacted for style.)

ASSESSMENT: His claims that Executive Action can only be used if/when authorised by Congress seem correct, on the face, as a matter of Constitutional Separation of Powers; but, is he correct in his conclusion?

ANSWER: As previously reported by this writer, “Here is documented proof of our claims that the Dept of Ed has FEDERAL STATUTORY legal authority, under the 1965 Higher Education Act, to forgive/cancel any/all student debt -- and, of course, not be subject to "PayGo" limitations, which tie lawmakers' hands. Translation: The President could cancel ALL student loan debt without costing ONE PENNY of our taxpayer monies, and without need for ONE DIME of appropriations to raise taxes,” and I went on to cite to the U.S. Code in question, by quoting SEC.432(6), which gives the DOE the right to: “pay, compromise, waive or release” ANY student debt "however acquired, including any equity or any right or redemption.”

Source: “10. NINETEEN (19) STATES HAVE HIGHER Student-Loan DEBT THAN THEIR ANNUAL STATE BUDGETS:” section in CONTRACT WITH AMERICA: PART II<sup>(TM)</sup> webpage—LINK: <https://ContractWithAmerica2.com/#19states>

However, I did not provide an **unabridged quote** of SEC.432(6) of this act; I shall do so here:

“SEC. 432. (a) In the performance of, and with respect to, the functions, powers, and duties vested in him by this part, the Commissioner may—...(6) enforce, pay, compromise, waive, or release any right, title, claim, lien, or demand, however acquired, including any equity or any right or redemption.”

Source: The Higher Education Act of 1965 (HEA) (Pub.L. 89–329), SEC.432(6),

LINK: <https://www.GovTrack.us/congress/bills/89/hr9567/text>

Archive: <https://Web.Archive.org/web/20201023113500/https://www.govtrack.us/congress/bills/89/hr9567/text>

ASSESSMENT: Dr. K says that “Executive action can be used only when it has been specifically authorized by Congress,” but, guess what: The Education Secretary (*called a “commissioner” here, an interchangeable term as implied by <https://www2.ed.gov/news/staff/bios/cardona.html> archived: <https://Archive.vn/7zTzS> and at: <https://Web.Archive.org/web/20210825213548/https://www2.ed.gov/news/staff/bios/cardona.html> which uses the term “Commissioner of Education” for the same position elsewhere*) is, indeed, authorised as denoted by the text of the act, itself—look again at it, at the offset: “In the performance of, and with respect to, the functions, powers, and duties **vested in him by this part**, the Commissioner **MAY..**” This Federal Law vests the Sec of Ed with said authority.

Then, we ask, “what” authority: He has the authority to “waive” or “release” (that is, cancel) ANY “right,” “claim” or “demand,” including ANY “equity” (that is, any debt), “HOWEVER ACQUIRED.” That’s 100% broad in authority. Common law generally holds that the plain meaning of words be given legal effect:

“Legal Definition of plain meaning rule []: a rule in statute or contract interpretation: when the language is unambiguous and clear on its face the meaning of the statute or contract must be determined from the language of the statute or contract and not from extrinsic evidence”

LINK: <https://www.Merriam-Webster.com/legal/plain%20meaning%20rule>

“Plain Meaning Rule...a rule in statute or contract interpretation: when the language is unambiguous and clear on its face the meaning of the statute or contract must be determined from the language of the statute or contract and not from extrinsic evidence” LINK: <https://Dictionary.FindLaw.com/definition/plain-meaning-rule.html>

QUOTE: “The court considered principles of statutory interpretation: ‘Acts should be construed according to the intent of Parliament. If the words are clear no more can be done than to use their natural meaning. The words alone do declare the intention of the lawgiver.’ and ‘If the words of the statute are in themselves precise and unambiguous, then no more can be necessary than to expound those words in their natural and ordinary sense. The words themselves alone do, in such case, best declare the intention of the lawgiver’. [] Tindal CJ [] (1844) 11 Cl and Fin 85, 8 ER 1034, [1844] EngR 822, (1844) 11 Cl and Fin 85, (1844) 8 ER 1034”

Source: “The Sussex Peerage Case: 1844,” LINK: <https://Swarb.co.uk/the-sussex-peerage-case-1844/>

See also: <http://www.RichinStyle.com/masterclass/smallerblack/interpretation.html>

See also: <https://www.CourseHero.com/file/p1e2pin/adhered-to-unless-it-would-lead-to-absurdity-when-the-ordinary-sense-may-be/>

The common law of ye Olde England is still in effect—QUOTE: “The Plain meaning rule is a type of statutory construction by which statutes are to be interpreted using the ordinary meaning of the language of the statute. This applies when there is no ambiguity in a will. In such a situation, the court should refuse admission of extrinsic evidence to overturn the plain meaning of the Will. The soft plain meaning rule means that the statute is to be interpreted according to the ordinary meaning of the language, unless the result would be cruel or absurd. The plain meaning rule requires that words are given their ordinary meaning, technical terms are given their technical meaning, and local, cultural terms are recognized as applicable. Additionally, the plain meaning rule prevents courts from taking sides in legislative or political issues.”

Source: “Plain Meaning Rule Law and Legal Definition,” LINK: <https://Definitions.UsLegal.com/p/plain-meaning-rule/>

OK – this, alone, should settle the matter, but Dr K, who is very smart, goes on with further criticisms of the “Executive Order” theory, so we shall address each one.

Dr. K goes on to say: “But that quote is taken out of context. The preamble to that section of the Higher Education Act of 1965 limits this authority to operating within the scope of the statute,” and he correctly quotes the preamble, as do I, above: ““In the performance of, and with respect to, the functions, powers, and duties, vested in him by this part, the Secretary may—””

However, here's where his train jumps “off track” – he goes on to say: “In other words, when Congress authorizes a loan forgiveness program, such as Public Service Loan Forgiveness, Teacher Loan Forgiveness or the Total and Permanent Disability Discharge, the U.S. Secretary of Education has the authority to forgive student loans as authorized under the terms of these loan forgiveness programs.”

It is true that these “extra” Federal laws have been passed, and he tries to argue that it was these newer laws that granted authority to cancel (“Forgive,” as some call it, tho this is not the correct term—see above) federally-held student debt; however,

were these laws necessary? Of course not: The plain meaning of the original text of the Federal Law is quite clear: In the performance of his already-existing duties, which are vested (empowered or authorised) by this section, the secretary MAY act... not “might” act – or “possibly act if/when laws get passed,” but he MAY act. Period. That is the plain meaning of the law.

A subsequent act by congress can NOT change the previous authority... Remember, folks: Time travel is possible in STAR TREK, but not in real life: If the secretary had the authority in the past, then he still does, and no amount of efforts by amateur sci-fi Monday Morning Quarterbacks can, in hindsight, time-travel back to 1965 and, thereby, change what was, previously, legal: The past is the past, and, since the secretary had this 100%-full and “plenary” (a legal or parliamentary term) authority THEN, then it is logical to conclude that he still does. (If anything, the newer laws expand—not compress—his authority.) Now, even though some would argue that Congress would not write laws that weren't needed, that does not consider the stupidity of legislative bodies in writing unnecessary (but permissible) laws: We all know that Congress VERY OFTEN writes “new” law instead of demanding that the Executive Branch (cops and police) enforce existing law—it happens, folks, but the “new” laws do NOT abrogate, annul, or otherwise cancel previously-passed VALID laws—which is what Mark seems to be trying to do here.

Let's look at this other concerns and arguments—he goes on to say: “Without authorization by Congress of a specific loan forgiveness program, the President does not have the authority to forgive student loan debt. As the U.S. Supreme Court ruled in *Whitman v. American Trucking Assns., Inc.*, (531 USC 457, 2001), Congress does not “hide elephants in mouseholes.””

ASSESSMENT: While, technically, his case-law seems correct, Mark overlooks that there already existed, from the very inception and passage, said authority. If that is true (and it is), then we need look no further for answers. Moreover, the case he cites clearly states that the court held: “Held: [] 1. Section 109(b) does not permit the Administrator to consider implementation costs in setting NAAQS. Because the CAA often expressly grants the EPA the authority to consider implementation costs, a provision for costs will not be inferred from its ambiguous provisions. *Union Elec. Co. v. EPA*, 427 U.S. 246, 257, and n. 5,” which means this case is not: This case refers to “ambiguous” provisions, but the 1965 HEA is anything but ambiguous. A “hard pill” to swallow? Yes. An unwise action? Perhaps. But it is far from ambiguous.

Mark then goes on to say that “In addition, the “this part” language refers to Part B of Title IV of the Higher Education Act of 1965, which applies only to loans made under the Federal Family Education Loan (FFEL) program.”

ASSESSMENT: This writer accessed the full text of the 1965 HEA at both <https://www.govtrack.us/congress/bills/89/hr9567/text> and <https://web.archive.org/web/20201023113500/https://www.govtrack.us/congress/bills/89/hr9567/text> and did a keyword search of the mammoth and verbose text of this Federal Law, and search for both the key phrase “Federal Family Education Loan” and the key word “FFEL” and found nothing. Perhaps he can clarify this in a rebuttal or response.

He goes on to say: “There is similar language in Part E at 20 USC 1087hh for the Federal Perkins Loan program. There is no similar language for Part D for the William D. Ford Federal Direct Loan (Direct Loan) program.”

ASSESSMENT: That may be true, but what bearing has this on the existing authority of the law? Again, perhaps he or someone can clarify in a response, reply, or rebuttal.

Mark also says: “The “parallel terms clause” in the Higher Education Act of 1965 at 20 USC 1087e(a)(1) (also, 20 USC 1087a(b)(2)) requires Direct Loan program loans to have the same terms and conditions as FFEL program loans. But this does not apply to the waiver authority because waiver authority is not part of the terms and conditions of the loans.”

ASSESSMENT: This writer accessed said code at <https://www.Law.Cornell.edu/uscode/text/20/1087> and did a keyword search of the page for the word “parallel” and found that this word did not exist in the text of this Federal law; however, even assuming arguendo his claim to be true (if I overlooked something), what differences would it make if the loan programs were different? Also, what differences would terms and conditions of a loan make if waiver authority is complete and plenary (note the use of the word “any” in the text of the waiver code, above)? With all due respect, this statement makes no sense.

LEGAL: Given just how smart Dr K is (not to mention that his motives and intents are pure and honest, as shown by his copious comments decrying the oppressive nature of oppressive price-gouging and oft-support for bankruptcy uniformity) – and given the gravity of the higher ed bubble (which will crash the dollar, as repeatedly proved in my “Contract With America: Part II(tm)” web-ring), these few disagreements might be further analyzed by a other legal scholars (besides myself and Mark), who hold various views—for variety. (But, hasn't that already been done, with the legendary “Letter to Sen. Warren” supporting the claims that a president – any president – has this authority?)

Mark goes on to opine as follows: “More Legal Obstacles [] In addition, the regulations at 31 CFR 902.2 specify the four



situations in which a debt may be compromised. [] The borrower is unable to repay the debt within a reasonable period of time...” (redacted for brevity)

ASSESSMENT: Again, what difference does it make? So what if “new” law expands existing authority? (See above) If the president (acting through his Sec of Ed) already had existing Exec Order authority to do something, how would “new” law affect this if it “added to” existing authority?

QUOTE—Mark says that “So, even if the President could use an executive order to forgive student loan debt, which he cannot, these regulations will prevent the President from forgiving the student loan debt of borrowers who are able to repay their student loans within a reasonable period of time.”

ASSESSMENT: His conclusion (regarding an alleged limitation on authority to waive debt) is incorrect because the premise (that there is a limitation on who is eligible) is incorrect.

QUOTE: “Federal agencies are also required by the regulations at 31 CFR 901.1(a) to “aggressively collect all debts.””

ASSESSMENT: That is true – see e.g., <https://www.Law.cornell.edu/cfr/text/31/901.1> –but it is also true that Federal prosecutors are required (or at least expected) to “aggressively” pursue prosecutions—and, yet, this fact DOES NOT (and CAN not) cancel the President's ability to issue a pardon. Therefore, Mark's logic here (of a similar cancel of Exec Order authority granted by the 1965 HEA) is legally fallacy and unsound logic.

Mark goes on to ask a rhetorical question: “Didn’t President Trump use this waiver authority to implement the payment pause and interest waiver, setting a precedent that could be leveraged to forgive federal student loans?,” and quotes an Trump Exec Order, which relies on the authority of “hardship deferments described in section 455(f)(2)(D) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e(f)(2)(D).” Mark then argues that “To implement an interest waiver after the expiration of the CARES Act’s payment pause, the U.S. Secretary of Education must rely on the waiver authority in the HEROES Act of 2003 [20 USC 1098bb].”

ASSESSMENT: As above, I ask: what difference does it make? So what if “new” law (HEROES Act, for example) expands existing authority? If the president (acting through his Sec of Ed) already had existing Exec Order authority to do something, how would “new” law affect this if it “added to” existing authority? Moreover, in NEITHER press release for recent student loan payment or interest pauses did the Dept of Ed of Whitehouse cite to HEROES act:

“At the Request of President Biden, Acting Secretary of Education Will Extend Pause on Federal Student Loan Payments,” U.S. Dept of Ed, press release, JANUARY 21, 2021; Contact: Press Office, (202) 401-1576, [press@ed.gov](mailto:press@ed.gov)

\* <https://www.ed.gov/news/press-releases/request-president-biden-acting-secretary-education-will-extend-pause-federal-student-loan-payments>

\* <https://archive.vn/xPoXt>

\* <https://Web.Archive.org/web/20210825214858/https://www.ed.gov/news/press-releases/request-president-biden-acting-secretary-education-will-extend-pause-federal-student-loan-payments>

“Biden Administration Extends Student Loan Pause Until January 31, 2022,” U.S. Dept of Ed, press release, AUGUST 6, 2021; Contact: Press Office, (202) 401-1576, [press@ed.gov](mailto:press@ed.gov)

\* <https://www.ed.gov/news/press-releases/biden-administration-extends-student-loan-pause-until-january-31-2022>

\* <https://Archive.vn/2ePyj>

\* <https://Web.Archive.org/web/20210826023416/https://www.ed.gov/news/press-releases/biden-administration-extends-student-loan-pause-until-january-31-2022>

QUESTION: Why? Because HEROES Act was not needed: The 1965 HEA –alone– is sufficient to grant Exec Order authority.

Mark goes on to say: “The waiver authority provided by the HEROES Act of 2003 is sufficient to implement the payment pause and interest waiver, but not to forgive student loans.”

ASSESSMENT: Correct—but as the 1965 HEA is sufficient, what difference does it make?

He also says: “Forgiving student loans goes beyond what is necessary to ensure that borrowers are in the same position financially after the national emergency as before the national emergency.”

ASSESSMENT: Same answer as above – Correct—but as the 1965 HEA is sufficient, what difference does it make?

Mark then says: “In addition, the executive memorandum specified that “This memorandum shall be implemented consistent with applicable law and subject to the availability of appropriations.” Congress has not appropriated funds for broad student loan

forgiveness.”

ASSESSMENT: Here, Mark makes a logic error: He assumes two things:

**First**, he assumes that PayGo rules apply to the President's authority under the 1965 HEA. This is incorrect: While Congress must generally abide by PayGo (they must raise taxes and/or cut spending to cancel federally-held debt if they don't waive the PayGo requirements – politically very difficult), there is no requirement, in the text of this law, the 1965 HEA, for the president to raise funds to offset cancellations, thus it simply is not required. Period. It is the law of the land.

According to the Tax Policy Center, "PAYGO, which stands for “pay as you go,” is a budget rule requiring that tax cuts and mandatory spending increases must be offset (i.e., “paid for”) by tax increases or cuts in mandatory spending. PAYGO does not apply to discretionary spending (spending that is controlled through the appropriations process)." SOURCES:

\* <https://www.TaxPolicyCenter.org/briefing-book/what-paygo>

\* <https://Archive.vn/Jcffe>

\* <https://Web.Archive.org/web/20210420064322/https://www.taxpolicycenter.org/briefing-book/what-paygo>

\* Or Google “PayGo” rules.

**Secondly**, Mark incorrectly assumes that funds must be appropriated at all to pay these debts. This is also incorrect because the debts to the colleges were paid off the moment the students took out the loans—meaning taxpayers own the debt – they don't guarantee it, and this is an important distinction: If taxpayers “guaranteed” the debt (as they did in times past before the Pres. Obama signed into law the purchase of almost all student debt by taxpayers), then – yes – we'd have to pay off the loans, but, as it stands, we already paid off the loans – slightly more than twice, actually – PROOF:

STUDENT BORROWERS HAVE RE-PAID ALL STUDENT DEBT -- TWICE and THEN SOME: Yes, you read correctly: The first time was when taxpayers (which included student borrowers) repaid colleges in full when -- due to a little-known provision of the Affordable Care Act, signed into law in 2010 -- taxpayers PURCHASED (yes, BOUGHT) all federally-held student debt. (Thus, the debt has been paid in full, and cancellation would cost nothing.) The 2ND time the debt was re-paid? Students have repaid taxpayers \$1.22 for EVERY \$1.00 that taxpayers have lent them, and this at illegally-inflated costs, to boot. (I add that qualifier because many people pay more than 100% on loans due to interest – car loans, house loans, etc. – but NONE of these are illegally-inflated principle costs, which are almost impossible to pay even before interest/fees.)

\* Indeed, almost all student loans are owned – not guaranteed – by the taxpayer: “Most student loans – about 92%, according to a December 2018 report by MeasureOne, and academic data firm – are owned by the U.S. Department of Education.” Source: “2019 Student Loan Debt Statistics,” by Teddy Nikiel, NerdWallet, December 20, 2019:

LINK: <https://www.NerdWallet.com/blog/loans/student-loans/student-loan-debt>

Archive-1: <https://Archive.vn/OyBHz>

Archive-2:

<https://Web.Archive.org/web/20200824041614/https://www.nerdwallet.com/blog/loans/student-loans/student-loan-debt/>

\* INVESTOPEDIA confirms this: “As of July 8, 2016, the federal government owned approximately \$1 trillion in outstanding consumer debt, per data compiled by the Federal Reserve Bank of St. Louis. That figure was up from less than \$150 billion in January 2009, representing a nearly 600% increase over that time span. The main culprit is student loans, which the federal government effectively monopolized in a little-known provision of the Affordable Care Act, signed into law in 2010. [] Prior to the Affordable Care Act, a majority of student loans originated with a private lender but were guaranteed by the government, meaning taxpayers foot the bill if student borrowers default.” Source: “Who Actually Owns Student Loan Debt?,” by Sean Ross, INVESTOPEDIA, Updated April 10, 2020:

LINK: <https://www.Investopedia.com/articles/personal-finance/081216/who-actually-owns-student-loan-debt.asp>

Archive-1: <https://Archive.vn/IyDym>

Archive-2: <https://Web.Archive.org/web/20210121021409/https://www.investopedia.com/articles/personal-finance/081216/who-actually-owns-student-loan-debt.asp>

What this means, in plain English, is that prior to the ACA (ObamaCare), taxpayers GUARANTEED most student debt, meaning we would pay if the student defaults. Now, however, thanks to ACA, taxpayers (you and me) OWN almost all student debt. So, all those “yahoos” who keep saying they don't want to “pay” for your college (student debt)..well, too late: THE VERY SECOND that the loans are taken out, taxpayers paid for it. Period. **Colleges are paid immediately.** So, as the government OWNS federally-held student debt, forgiveness would cost NOTHING: The college loans are paid off COMPLETELY the very moment the loan is issued—whereby the student is a “conduit” or “pass through” of obscenely huge sums of money, passing from taxpayer to uber-rich colleges/universities.

Now, I just showed that almost ALL college debt is PAID IN FULL, above, and “cancellation,” by an EXECUTIVE ORDER by President Biden, would cost NO tax dollars, but actually ALL college debt (not almost all, but ALL) has been MORE-THAN “paid in full” – TWICE: Here is the second time it was paid for:

Students have paid back \$1.22 for EVERY \$1.00 that taxpayers have lent them, and this at illegally-inflated costs, to boot. I add that qualifier because many people pay more than 100% on loans due to interest – car loans, house loans, etc. – but NONE of these are illegally-inflated principle costs, which are almost impossible to pay even before interest/fees. PROOF:

\* QUOTE 1 of 2: “In 2010 the Department of Education reported collecting \$1.22 for every dollar in defaulted student loans it had guaranteed - and that’s after the sharks and their shareholders and the obligatory outright fraud had taken their first round of cuts.” Source: “Column: The student loan crisis that can't be gotten rid of,” by Maureen "Moe" Tkacik (12 Minute Read), REUTERS, August 15, 2012: LINK: <https://www.Reuters.com/article/us-student-loan-crisis/column-the-student-loan-crisis-that-cant-be-gotten-rid-of-idUSBRE87E13L20120815>

Archive-1: <https://Archive.vn/x4gkq>

Archive-2: <https://Web.Archive.org/web/20200704205750/https://www.Reuters.com/article/us-student-loan-crisis/column-the-student-loan-crisis-that-cant-be-gotten-rid-of-idUSBRE87E13L20120815>

\* QUOTE 2 of 2: “It is most disturbing, however, that recent analysis of the President's Budget data reveals that even the US Department of Education, on average, recovers \$1.22 for every dollar paid out in default claims. Assuming generous collection costs, and even allowing for a nominal time value of money of a few percent (the governments cost of money is very low), it still appears that the federal government, even, is making a pretty penny from defaults.” Source: “Why College Prices Keep Rising,” by Alan Collinge, FORBES, (in Peter J. Reilly's column), March 19, 2012:

LINK: <https://www.Forbes.com/sites/peterjreilly/2012/03/19/why-college-prices-keep-rising>

Archive-1: <https://Archive.vn/VvZcJ>

Archive-2: <https://Web.Archive.org/web/20200630152844/https://www.forbes.com/sites/peterjreilly/2012/03/19/why-college-prices-keep-rising>

So, while my project, Contract With America: Part II<sup>(TM)</sup>, takes no position on "forgiveness" (or: "cancellation" is more accurate as "forgiveness" implies a "sin" on the part of the victims of illegal price-gouging) -- and while myself, Founder, Gordon W. Watts, is "personally" against loan cancellation<sup>{{See NOTE}}</sup> (since, as stated on my page, "freeing" some slaves would NOT end slavery), nonetheless, here is documented proof that ALL student debt (and then some) has been repaid slightly more than twice (once when taxpayers paid off colleges, and again, a 2ND time when student borrowers MORE THAN repaid the loan -- and that at illegally-inflated costs -- hence "more than twice" is most precise and accurate—and (more to the point), a Biden Exec Order would NOT require ANY appropriations under PayGo – and, moreover, even **WERE** appropriations required, that's no problem: they've already been appropriated AND PAID OUT to our greedy colleges—with students as a “pass through” or “conduit” of copious funds—the very second the loans were taken out all appropriations were done and paid out.

**{{ NOTE}} EXCEPTIONS:** But, before moving on, I want to point out one other consideration regarding “cancellation”: While, normally, I am “against” loan cancellations, forgiveness, free college, free handouts, etc., nonetheless, the MASSIVE amount of illegal price-gouging, monopoly (yes, it's illegal), predatory lending, deceptive lending, illegal changes in existing loan contracts, as well as the egregious violations of the US Constitution's Uniformity Clause in current Federal bankruptcy law – I believe some or all college debt cancellation is justified, especially for people who payed well-over free market value (price-gouging victims). Moreover, while I'm normally against “free college,” nonetheless, many (if not most) countries have free (or very affordable) college, and WE had free (or very affordable college just decades ago, AND we have free PUBLIC Education, so a good case can be made for either free or affordable college (but not horribly expensive excessive taxation, where tuition is a type of tax).

Next, Mark considers the question of “Can The President Waive The Taxes On Student Loan Forgiveness?,” and points out that “The IRS considers the cancellation of debt to be taxable income to the borrower.” The page editor, apparently added an update as follows: “Editor's Note: On March 11, 2021, President Biden signed the American Recovery Act into law. This law made all loan forgiveness, for all loan types and programs, tax-free on the Federal level through December 31, 2025. This includes both Federal and private loans.”

ASSESSMENT: This is useful information because the 1965 HEA does not address taxable income, which is the case here. (But, if a person is too poor to pay income tax owed, this is the case of “can't get blood from a turnip,” and the IRS would have no choice but to do without and/or seek legal action as appropriate.) But, while useful information, this is “off-topic” to the subject in the title—namely, can the President use Exec Order to cancel federally-held student debt. Yes, he can, but private student debt (that is, debt held by a private entity) can NOT be canceled by Exec Order: This would interfere with a private (loan) contract and be quite illegal as described further here: <https://ContractWithAmerica2.com/#contract>

Mark goes on to address other topics: “Certain types of student loan forgiveness and discharge are excluded from income due to specific laws enacted by Congress.” – and – “Does Student Loan Forgiveness Qualify As A Disaster Relief Payment? [] Qualified disaster relief payments are excluded from income under 26 USC 139. COVID-19 qualifies as a national disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act,...

ASSESSMENT: Mark seems to answer his own question here, when he says that: “But student loans are not an expense incurred as a result of the COVID-19 pandemic and student loan forgiveness is unrelated to the pandemic.” That seems correct, but it is a moot point as it does not address the matter of Exec Order authority, and will not be addressed in this legal memo.

#### ADDITIONAL CONSIDERATIONS:

First, we see, above, in the Dept of Ed press releases, Pres. Biden do several Exec Orders to “pause” (postpone) both principal payments and interest on student loans without citation to HEROES Act or the Coronavirus Aid, Relief, and Economic Security (CARES) Act, as Trump appears to have used:

\* <https://www.EveryCrsReport.com/reports/LSB10568.html>

\* <https://www.MarketWatch.com/story/were-essentially-pushing-the-pain-down-the-road-trumps-order-to-extend-payment-freeze-on-some-student-loans-leaves-many-unanswered-questions-11597076467>

Thus, if Pres. Biden didn't need additional authority to “pause” student loans several times, what's to prevent him from “pausing” student loans indefinitely—as well as the interest payments due? So, what does this prove?

FIRST, it proves that he has Executive Order authority over this area, and if he can do it for a temporary "pause," why can he not do it permanently, that is, an indefinite and infinite number of "pauses." SECONDLY, please notice that NONE of the "pauses" or "suspensions in payments by either President Trump or President Biden required ANY "action by Congress," nor did it cost ANY taxpayer dollars to do so (probably SAVED some taxpayer dollars as "overhead costs" went down on programs where students weren't paying anyhow), nor did it require ANY appropriations, that is spending of taxpayer dollars—nor did Pres. Biden's actions require any HEROES or Covid relief acts – TO REPEAT: Since the "pause" required NO appropriations of tax dollars raised, and did not cost ONE DIME of taxpayer dollars, then neither would such an Executive Order to permanently and completely cancel said loans. PROOF:

\* <https://TheHill.com/homenews/administration/566777-biden-extending-pause-on-student-loans-to-2022>

\* <https://www.cncb.com/2021/08/06/white-house-extends-payment-pause-for-student-loan-borrowers-through-january-.html>

\* <https://www.ed.gov/news/press-releases/biden-administration-extends-student-loan-pause-until-january-31-2022>

\* <https://www.ed.gov/news/press-releases/request-president-biden-acting-secretary-education-will-extend-pause-federal-student-loan-payments>

\* <https://www.Whitehouse.gov/briefing-room/statements-releases/2021/08/06/statement-by-president-joe-biden-extending-the-pause-on-student-loan-repayment/>

Legally, there is no distinction between Pres. Biden doing a “one thousand year” pause on principal payments & interest as versus an outright loan cancellation. So, why would he have any less authority to cancel the full debt under 1965 HEA? Secondly, it would cost no tax dollars – not only for reasons explicated above, but (as a logical reasoning), let's say Mary Sue owed Johnny Boy a million dollars, would it require “appropriations” or “taxes” for Johnny to tell Mary Sue “you're forgiven?” – NO. Lastly, as shown in my project page, linked above, it might actually save administration overhead costs:

“The Department [of Education] and ECMC often oppose an undue hardship discharge for a consumer who could make minimal IDR payments even when there is no likelihood that the consumer’s financial situation will improve or that there will be any meaningful repayment of the student loans. Even when faced with clear evidence that the consumer’s situation is not likely to change, the Department’s position has been that the consumer should wait twenty or twenty-five years in the future to obtain loan forgiveness through the IDR program rather than a seek bankruptcy discharge. **This position is fiscally irresponsible as it fails to consider the administrative costs to the Federal government and ultimately taxpayers in keeping the consumer on an IDR plan when there is no anticipated loan repayment.** [] This is illustrated by the Department’s actions in In re West.45 The debtor is 60 years old and unemployed. His only income is \$194 per month in Supplemental Nutrition Assistance Program (“SNAP”) benefits, and he lives with an aunt who does not charge him rent. The bankruptcy court found the debtor’s testimony to be credible that his criminal background, combined with his age and race, have made it impossible for him to find work. Despite this bleak future, the Department argued that the debtor should not receive a bankruptcy discharge and instead should enroll in an IDR with a \$0 payment. [] Simply put, the Department’s policy amounts to throwing good money after bad.” Editor's Note: Boldface added for clarity; not in original.

Source: “Written Testimony of Attorney John Rao,” by Atty. John Rao, Esq., Attorney for: National Consumer Law Center, June 19, 2019: LINK: <http://docs.house.gov/meetings/JU/JU05/20190625/109657/HHRG-116-JU05-Wstate-RaoJ-20190625.pdf>



Before the House Judiciary Subcommittee on Antitrust, Commercial, and Administrative Law Oversight of Bankruptcy Law and Legislative Proposals Source: "Hearings: Oversight of Bankruptcy Law and Legislative Proposals," testimony before The Subcommittee on Antitrust, Commercial, and Administrative Law Oversight of Bankruptcy Law and Legislative Proposals, U.S. House Committee on the JUDICIARY, Hon. Jerrold "Jerry" Nadler, Chairman, Date: Tuesday, June 25, 2019 - 02:00pm ; Location: 2141 Rayburn House Office Building, Washington, DC 20515:

LINK A: <https://judiciary.house.gov/legislation/hearings/oversight-bankruptcy-law-and-legislative-proposals>

LINK B: <https://judiciary.house.gov/calendar/eventsingle.aspx?EventID=2245>

I address each specific point by Dr. Kantowitz, but moreover, other legal scholars agree with me in the conclusion:

\* <https://www.Warren.senate.gov/imo/media/doc/Ltr%20to%20Warren%20re%20admin%20debt%20cancellation.pdf>

\* [https://PolicyMemos.hks.Harvard.edu/files/policymemos/files/2-17-21-ltr\\_to\\_warren\\_re\\_admin\\_debt\\_cancellation.pdf](https://PolicyMemos.hks.Harvard.edu/files/policymemos/files/2-17-21-ltr_to_warren_re_admin_debt_cancellation.pdf)

\*

[https://Assets.CtfAssets.net/4ubxbgy9463z/2uD5wivUoQ0z2do0dtxMP4/26e1c137389de86cbce575e68c6f908b/Ltr\\_to\\_Warren\\_re\\_admin\\_debt\\_cancellation.pdf](https://Assets.CtfAssets.net/4ubxbgy9463z/2uD5wivUoQ0z2do0dtxMP4/26e1c137389de86cbce575e68c6f908b/Ltr_to_Warren_re_admin_debt_cancellation.pdf)

\* <https://GordonWatts.com/LetterToSenElizabethWarrenReAdminDebtCancellation.pdf>

\* <https://GordonWayneWatts.com/LetterToSenElizabethWarrenReAdminDebtCancellation.pdf>

\*

<https://Web.Archive.org/web/20210901133138/https://gordonwaynewatts.com/LetterToSenElizabethWarrenReAdminDebtCancellation.pdf>

\* <https://ContractWithAmerica2.com/LetterToSenElizabethWarrenReAdminDebtCancellation.pdf>

## REFERENCES:

**[1]** \*\* *In Re: GORDON WAYNE WATTS (as next friend of THERESA MARIE 'TERRI' SCHIAVO)*, No. SC03-2420 (Fla. Feb.23, 2005), denied 4-3 on rehearing. (Watts got 42.7% of his panel)  
<https://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf>

\*\* *In Re: JEB BUSH, GOVERNOR OF FLORIDA, ET AL. v. MICHAEL SCHIAVO, GUARDIAN: THERESA SCHIAVO*, No. SC04-925 (Fla. Oct.21, 2004), denied 7-0 on rehearing. (Bush got 0.0% of his panel before the same court)  
<https://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

\*\* *Schiavo ex rel. Schindler v. Schiavo ex rel. Schiavo*, 403 F.3d 1223, 2005 WL 648897 (11th Cir. Mar.23, 2005), denied 2-1 on appeal. (Terri Schiavo's own blood family only got 33.3% of their panel on the Federal Appeals level)  
<https://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

House copies of a key brief in a subsequent filing on this issue – with slight improvements made to state case:

Mirror 1: <https://GordonWatts.com/TerriSupremeCourt.pdf>

Mirror 2: <https://GordonWayneWatts.com/TerriSupremeCourt.pdf>

See also: "Florida Supreme Court splits 4-3 on surprise last-minute filing in Terri Schiavo Case" – LAKELAND, FLA. (PRWEB) FEBRUARY 25, 2005

LINK: <https://www.PRWeb.com/releases/2005/2/prweb212613.htm>

Archive-1: <https://Archive.vn/6XaUG>

Archive-2: <https://Web.Archive.org/web/20180907023219/https://www.prweb.com/releases/2005/2/prweb212613.htm>

**[2]** Link: <https://www.Facebook.com/groups/465067400218298/>

**[3]** I derive the total dollar amount from 2 loans of smaller value, adding them.

Mirror 1: [https://GordonWatts.com/Proof-of-IBR-plan\\_PDF.pdf](https://GordonWatts.com/Proof-of-IBR-plan_PDF.pdf)

Mirror 2: [https://GordonWayneWatts.com/Proof-of-IBR-plan\\_PDF.pdf](https://GordonWayneWatts.com/Proof-of-IBR-plan_PDF.pdf)

Mirror-3: [https://ContractWithAmerica2.com/Proof-of-IBR-plan\\_PDF.pdf](https://ContractWithAmerica2.com/Proof-of-IBR-plan_PDF.pdf)

Archive-1: <https://Archive.vn/1A0VI> (clips bottom pages, but shows at least application, which was, of course, approved: \$0.00/month payment, based on 10% of my discretionary income, that is, 10% of \$0.00, which, itself, is zero.

Archive-2: [https://Web.Archive.org/web/20210204231257/https://gordonwatts.com/Proof-of-IBR-plan\\_PDF.pdf](https://Web.Archive.org/web/20210204231257/https://gordonwatts.com/Proof-of-IBR-plan_PDF.pdf)

**[4]** \*\* "BREAKING- FLA GAY MARRIAGE: Novel legal argument brought to bear strongly defends Florida's definition of marriage; under review in the 11th U.S. Circuit Court of Appeals" – LAKELAND, FLORIDA (PRWEB) DECEMBER 01, 2014

LINK – via PRWeb: <https://www.PRWeb.com/releases/2014/12/prweb12361433.htm>

Archive-1: <https://archive.vn/1IH9l>

Archive-2: <https://web.archive.org/web/20180906194803/https://www.PRWeb.com/releases/2014/12/prweb12361433.htm>

\*\* "Controversial U.S. Supreme Court rule is challenged in court" – March 25, 2015 3:27 AM EDT

LINK – via StreetInsider:

<https://www.StreetInsider.com/Press+Releases/Controversial+U.S.>

[+Supreme+Court+rule+is+challenged+in+court/10400849.html](#)

Archive: <https://archive.vn/15D5G>

\*\* “Controversial U.S. Supreme Court rule is challenged in court” – LAKELAND, FL (PRWEB) APRIL 24, 2015

LINK – via PRWeb: <http://www.PRWeb.com/releases/2015/03/prweb12608018.htm>

Archive-1: <https://Archive.vn/ZN7IZ>

Archive-2: <https://Web.Archive.org/web/20180907023230/http://www.prweb.com/releases/2015/03/prweb12608018.htm>

\*\* “Novel Compromise Pitched to U.S. Supreme Court in High-Profile Gay Marriage cases” – LAKELAND, FLORIDA (PRWEB) APRIL 03, 2015

LINK – via PRWeb: <https://www.PRWeb.com/releases/2015/03/prweb12608035.htm>

Archive-1: <https://Archive.vn/CeIRV>

Archive-2: <https://Web.Archive.org/web/20180907023346/https://www.prweb.com/releases/2015/03/prweb12608035.htm>

COURT DOCKET (Watts' copy) of case in which he appeared as an Amicus Curiae (Friend of the Court)

Download mirror-1: <https://GordonWatts.com/DOCKET-GayMarriageCase.html>

Download mirror-2: <https://GordonWayneWatts.com/DOCKET-GayMarriageCase.html>

Archive-1: <https://archive.vn/5YKAc>

Archive-2: <https://web.archive.org/web/20181121192659/https://GordonWatts.com/DOCKET-GayMarriageCase.html>

“ORDER: Motion for Leave to File Out of Time filed by Not Party Anthony Citro is DENIED. [7355890-2]; Motion for leave to file amicus brief filed by Not Party Anthony Citro is DENIED. [7343975-2]; Motion for Leave to File Out of Time amended amicus brief filed by Amicus Curiae Gordon Wayne Watts is GRANTED. [7348496-2] BBM [14-14061, 14-14066]” [Case: Consolidated Appeals Docket: 11th U.S. Circuit Court of Appeals, Case #: 14-14061 (James Brenner, et al v. John Armstrong, et al) Appeal From: N.D. of Fla. before Robert L. Hinkle, U.S. Dist. Judge: 4:14-cv-00107-RH-CAS ; Case #: 14-14066 (Sloan Grimsley, et al v. John Armstrong, et al) Appeal From: N.D. of Fla. before Robert L. Hinkle, U.S. Dist. Judge: 4:14-cv-00138-RH-CAS] /s/ SIGNED: “BEVERLY B. MARTIN, UNITED STATES CIRCUIT JUDGE”

Editor's Note: Mr. Citro's amicus was, in my honest opinion, good, but the court granted only my petition, denying his.-GW/

Mirror 1: <http://GordonWatts.com/GayMarriageSuit/Order-on-Citro-and-Watts-motions.pdf>

Mirror 2: <http://GordonWayneWatts.com/GayMarriageSuit/Order-on-Citro-and-Watts-motions.pdf>

Archive-1: You can look up Justice Martin's ORDER on <https://PACER.gov>, like lawyers do, if you doubt.

Archive-2: <https://archive.vn/2Gwho> Ouch! — Archive Today clips the PDF in its archive. Glad I got other backups.

Archive-3: <https://web.archive.org/web/20180823192211/http://gordonwatts.com/GayMarriageSuit/Order-on-Citro-and-Watts-motions.pdf>

(Amended Amicus, proper - Court Copy: scanned image)

Mirror: <https://GordonWatts.com/GayMarriageSuit/AmendedBriefWATTS-motion-granted.pdf>

Mirror: <https://GordonWayneWatts.com/GayMarriageSuit/AmendedBriefWATTS-motion-granted.pdf>

Archive: You can look up Mr. Watts' BRIEF on <https://PACER.gov>, like lawyers do, if you doubt.

**[5]** “A Polk Perspective: Fix our bankrupt policy on student debt,” By Gordon Wayne Watts, Guest columnist, The Ledger, August 04, 2016,

LINK: <https://www.TheLedger.com/opinion/20160804/a-polk-perspective-fix-our-bankrupt-policy-on-student-debt> Archive-1: <https://Archive.vn/geCIO>

\* “Polk Perspective: Rescue taxpayers from mounting student debt,” By Gordon Wayne Watts, Guest columnist, The Ledger, November 16, 2018,

LINK: <https://www.TheLedger.com/opinion/20181116/polk-perspective-rescue-taxpayers-from-mounting-student-debt> Archive-1: <https://Archive.is/YrNST>

“Polk Perspective: Offer relief for taxes dressed up as 'loans,’” By Gordon Wayne Watts, Guest columnist, The Ledger, November 19, 2019, Archive-1: <https://Archive.vn/2gdEW>

LINK: <https://TheLedger.com/opinion/20191119/polk-perspective-offer-relief-for-taxes-dressed-up-as-loans>

**[6]** Watts v. Circuit Court of Cook County, Illinois et. al. (1:19-cv-03473, N.D. ILLINOIS, Federal District Court), IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Online Docket mirror 1: <https://GordonWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html#Federal>

Online Docket mirror 2: <https://GordonWayneWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html#Federal>

Archive-1: You can look up my case's DOCKET on <https://PACER.gov>, like lawyers do, if you doubt.

Archive-2: <https://Archive.vn/0JkvM#Federal>

Archive-3: <https://Web.Archive.org/web/20201210132740/https://gordonwatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html#Federal>

**71** My Intervention brief before the nations High Court in the Tetzlaff case – See how the court's ruling elite handled my request —by both myself and the late Mark Warren Tetzlaff: The Supreme Court didn't even follow their own rules, so they sure won't rule fairly. (Mark Warren Tetzlaff, Petitioner, v. Educational Credit Management Corporation: No. 15-485, Supreme Court of the United States, Petition for a writ of certiorari DENIED, January 11, 2016)

LINK: <https://www.SupremeCourt.gov/search.aspx?filename=/docketfiles/15-485.htm>

Archive-1: <https://Archive.vn/KJITW>

Archive-2: <https://Web.Archive.org/web/20160514103331/http://www.supremecourt.gov/search.aspx?filename=/docketfiles/15-485.htm>

See also: <https://www.Leagle.com/decision/insco20160111c76>

See also: <https://www.ScotusBlog.com/wp-content/uploads/2015/10/Tetzlaff-Petition-and-Appendix-AS-FILED.pdf>

I expected The High Court to follow their own rules—and let me intervene:

LINK: <https://GordonWatts.com/FannyDeregulation/Tetzlaff-case/Tetzlaff-Intervention-GordonWayneWatts.pdf>

LINK: <https://GordonWayneWatts.com/FannyDeregulation/Tetzlaff-case/Tetzlaff-Intervention-GordonWayneWatts.pdf>

Archive: <https://Web.Archive.org/web/20201017230056/https://GordonWatts.com/FannyDeregulation/Tetzlaff-case/Tetzlaff-Intervention-GordonWayneWatts.pdf>

DOCKET: [https://GordonWatts.com/FannyDeregulation/Tetzlaff-case/DOCKET-15-485\\_Tetzlaff-v-ECMC.html](https://GordonWatts.com/FannyDeregulation/Tetzlaff-case/DOCKET-15-485_Tetzlaff-v-ECMC.html)

DOCKET: [https://GordonWayneWatts.com/FannyDeregulation/Tetzlaff-case/DOCKET-15-485\\_Tetzlaff-v-ECMC.html](https://GordonWayneWatts.com/FannyDeregulation/Tetzlaff-case/DOCKET-15-485_Tetzlaff-v-ECMC.html)

Archive-1: <https://Archive.vn/YngUo>

Archive-2: [https://Web.Archive.org/web/20180918124407/http://gordonwatts.com/FannyDeregulation/Tetzlaff-case/DOCKET-15-485\\_Tetzlaff-v-ECMC.html](https://Web.Archive.org/web/20180918124407/http://gordonwatts.com/FannyDeregulation/Tetzlaff-case/DOCKET-15-485_Tetzlaff-v-ECMC.html)

NEWS COVERAGE of my case :

LINK: <https://GetOutOfdebt.org/98813/mark-tetzlaff-case-supreme-court-maybe-not>

Archive-1: <https://Archive.vn/dOuSn>

Archive-2: <https://Web.Archive.org/web/20200921180018/https://GetOutOfdebt.org/98813/mark-tetzlaff-case-supreme-court-maybe-not> Archive-3: <https://GordonWatts.com/GordonWayneWatts-column-cache-GetOutOfDebtGuy.pdf>

Archive-4: <https://GordonWayneWatts.com/GordonWayneWatts-column-cache-GetOutOfDebtGuy.pdf>

Notice, if you would: The High Court received, STAMPED, and acknowledged my filing:

LINK: [https://GordonWatts.com/FannyDeregulation/Tetzlaff-case/15-485\\_CourtsStamp-Feb09-2016-RECEIVED-Re-GordonWayneWatts.JPG](https://GordonWatts.com/FannyDeregulation/Tetzlaff-case/15-485_CourtsStamp-Feb09-2016-RECEIVED-Re-GordonWayneWatts.JPG)

LINK: [https://GordonWayneWatts.com/FannyDeregulation/Tetzlaff-case/15-485\\_CourtsStamp-Feb09-2016-RECEIVED-Re-GordonWayneWatts.JPG](https://GordonWayneWatts.com/FannyDeregulation/Tetzlaff-case/15-485_CourtsStamp-Feb09-2016-RECEIVED-Re-GordonWayneWatts.JPG) Archive-1: <https://Archive.vn/iLwNb>

Archive-2: [https://Web.Archive.org/web/20190727080426/https://www.gordonwatts.com/FannyDeregulation/Tetzlaff-case/15-485\\_CourtsStamp-Feb09-2016-RECEIVED-Re-GordonWayneWatts.JPG](https://Web.Archive.org/web/20190727080426/https://www.gordonwatts.com/FannyDeregulation/Tetzlaff-case/15-485_CourtsStamp-Feb09-2016-RECEIVED-Re-GordonWayneWatts.JPG)

Question: So, did SCOTUS follow their own rules—and let me intervene? Answer: Scroll back a page or so, and see the “official” docket, and look for my name. Compare that with settled case-law to the contrary.



# The Register

<https://ContractWithAmerica2.com>

<https://GordonWatts.com>

<https://GordonWayneWatts.com>

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**Work Experience:** Various fast food, day labour, and part-time jobs June 1984 – May 2018  
Part-time work for my mother, Anne Watts May 2018 – Present  
Editor-in-Chief, The Register 2004 – Present  
National Director, CONTRACT WITH AMERICA: PART II<sup>(TM)</sup> March 2021 – Present

**Qualifications:** See the references, in the section above.

**Education:** Plant City Senior High School August 1981 – June 1984  
Hillsborough Community College July 1984 – June 1985  
United Electronics Institute 1986 – 1988  
The Florida State University January 1996 – August 2001

**To document that:**

- \* <https://GordonWatts.com/education>
- \* <https://GordonWayneWatts.com/education>
- \* <https://ContractWithAmerica2.com/education>
- \* <https://Web.Archive.org/web/20210129165223/https://gordonwatts.com/education/>

**References:** The aforementioned Alan Collinge knows and can vouch as a character witness.

As well, both family, friends, and neighbours – and many staff at the offices of my Member of Congress and two U.S. Senators know me, both via telephone, email, and – in some cases – in person, both for campaigns on which I've helped, occasional “Constituent Services” issues with a Federal Agency, as well as Legislative concerns and feedback I have had – as implied by my testimony here.

**AFFIDAVIT:** In accordance with 28 U.S. Code § 1746 (Unsworn declarations under penalty of perjury), (see e.g., <https://www.Law.Cornell.edu/uscode/text/28/1746> for cite), I, Gordon Wayne Watts, hereby declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on Wednesday, 01 September 2021, at approximately 09:54 A.M.(EDT) via electronic signature – and conventional signature.

/s/ **Gordon Wayne Watts**  
**Gordon Wayne Watts**