

# BUSINESS DEVELOPMENT PROPOSAL

## THE BANKRUPTING OF AMERICAN HOUSEHOLDS



**Reforming Student Loan Bankruptcy Policies**

**Title:** The Bankrupting of American Households: Reforming Student Loan Bankruptcy Policies

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SEE Consulting

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## **I. OBJECTIVE**

A business development proposal for a publication, more in the nature of an educational report for readers, but also part government program audit, that proposes reforms to student loan policy, legal standards, or tests currently used to evaluate student loan discharges in bankruptcy.

## **II. PURPOSES**

- 1) Potentially provide the general public with a better understanding of the student loan and bankruptcy litigation process so this information may be utilized by them, in part, as a tool for assessing the student loan policy positions of elected members of Congress,
- 2) Potentially create discussion points on the rationale, or potential lack thereof, concerning existing student loan discharge policies and current laws that exclude student loans from the usual bankruptcy rules that typically permit the discharge of other types of consumer debt,
- 3) Investigate student loan handling and student loan servicing matters to ascertain, to the extent possible, answers to certain questions that are not currently known to the author and generally not commonly known so that they might be included in the publication,

- 4) Investigate and potentially report on the not commonly known accounting and account handling matters undertaken by the Department of Education and others that occur after a student loan discharge is granted pursuant to administrative order or bankruptcy court order,
- 5) Review the existing legal standards currently used in student loan bankruptcy litigation and the factors encompassed within those legal tests,
- 6) Propose sensible revisions to the currently used legal tests applicable to student loan bankruptcy litigation,
- 7) Potentially implement more uniform and consistent standards than the current dischargeability tests being used for student loan bankruptcy litigation,
- 8) Potentially assist bankruptcy debtors and their attorneys in being able to better foresee the chances and likelihood of obtaining a student loan discharge in advance of commencing any litigation if the recommended revisions are implemented,
- 9) Potentially bring greater predictability to student loan bankruptcy litigation outcomes if the recommended revisions are implemented,
- 10) Potentially implement a more administrative approach into the current student loan bankruptcy litigation process while retaining the continued use of national and regional expense standards,
- 11) Potentially reduce conflicts, controversies, and discourse within student loan bankruptcy litigation cases,

- 12) Potentially reduce the number of factual variables to be tried within student loan bankruptcy cases or the number of cases requiring a trial,
- 13) Potentially reduce the number of appeals from student loan discharge cases or, alternatively, simplify the process of appellate review through the proposed revisions to the underlying bankruptcy trial court standards,
- 14) Potentially reduce expenses for parties engaged in student loan bankruptcy litigation if recommended revisions are implemented, and
- 15) Potentially reduce the number of hours required for case management and the number of court hearings for an expense savings by the bankruptcy courts.

### III. DEVELOPMENT PROPOSAL

This “value added” Business Development Concept (“BDC”) and related Proposal is for a proposed digital publication containing recommendations and revisions to student loan policy and bankruptcy litigation processes that, if adopted for implementation, would have high impact through student loan policy reform. (**See Disclaimers #1-3** regarding the [General Disclaimer](#), [Change in Law](#), and [Legal Services](#)). Although the economic impact of student loan policy reform cannot be anticipated without the proposed publication’s recommendations first being disclosed, the potential benefit to Americans

burdened by student loan debt is expected to bear a correlation to their respective individual student loan debt burdens.

More than 43 million Americans have student loan debt that exceeds more than \$1.6 trillion.<sup>1</sup> Yet, excluding perhaps bankruptcy attorneys and those working within the industry of servicing student loans, most



people know very little about student loan dischargeability in bankruptcy aside from the generalized and often repeated statement that “student loans are not dischargeable.” Many people recognize or are experiencing the problem of student loan debt burdens, but without an understanding of the legal tests and bankruptcy litigation process, they lack any ability to suggest or propose any meaningful changes. In fact, this likewise applies to many attorneys who have accepted and often repeated the above statement without any attempted critical assessment of the issue. Consequently, most people are forced to rely upon the policy decisions made by their elected congressmen. The current

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<sup>1</sup> Melanie Hanson, “Student Loan Debt Statistics,” <https://educationdata.org/student-loan-debt-statistics> (Aug.20, 2023).

student loan debt crisis faced by Americans is, in the first instance, attributable to Congress that has passed increasingly strict laws in addressing the subject. Unfortunately, the average U.S. citizen lacks information to be able to suggest revisions to student loan policy or to have an informed discussion on the topic.

Two separate legal tests exist within the federal bankruptcy courts for assessing a debtor's eligibility for obtaining a discharge on student loan indebtedness. In addition to possible differences in outcomes based upon the different legal tests, inconsistencies also exist in the outcomes amongst cases that are handled under the same legal standard. In applying the legal standards, subjective assessments also appear to be a secondary contributing cause of these outcome inconsistencies and the greater student loan debt problem. That is, very similar circumstances of student loan debtors often have completely different litigation outcomes that do not appear to have any explanation other than subjective assessments of a debtor's circumstances by attorneys and the judges to whom those cases have been assigned.<sup>2</sup>

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<sup>2</sup> For example, this writer was unable to obtain even a partial discharge of student loans in a 2020 bankruptcy trial despite:

- A)** Student loan debt exceeding \$125,000 from legal studies,
- B)** No meaningful decrease in loan balances despite years of payments,
- C)** A permanent medical condition of medically documented testosterone deficiency dating back to 2009 that requires lifelong necessary medical treatment so as to not be a permanent medical disability,
- D)** California's two-time denial of my license to practice law because of this medical condition in violation of federal and state anti-discrimination laws that, in turn, is prevents any increase in income earning capacity, prevents the student loans from being repaid, and forced a bankruptcy filing, and
- E)** An inability to further pursue licensing efforts due to this identical recurring medical issue arising in conjunction with licensing and the costs to pursue licensing. More than \$50,000 has previously been expended in attempting to address the California state bar's unlawful disability discrimination; to say nothing of countless wasted years, stress, and

This development proposal is for the preparation of a digital publication, more in the nature of a report for readers, that is intended to serve several functions. If engaged, the primary function is to educate the general public on the issues and propose sensible revisions and reforms so that, ideally, they might be implemented. It is additionally intended to bring publicity to this economic problem, provide potential talking points for otherwise unfamiliar people as well as legal professionals,<sup>3</sup> and potentially optimize bankruptcy proceedings and processes involving the dischargeability of student loan debt through recommendations that bring uniformity, consistency, and greater predictability to case outcomes that is currently absent.<sup>4</sup>

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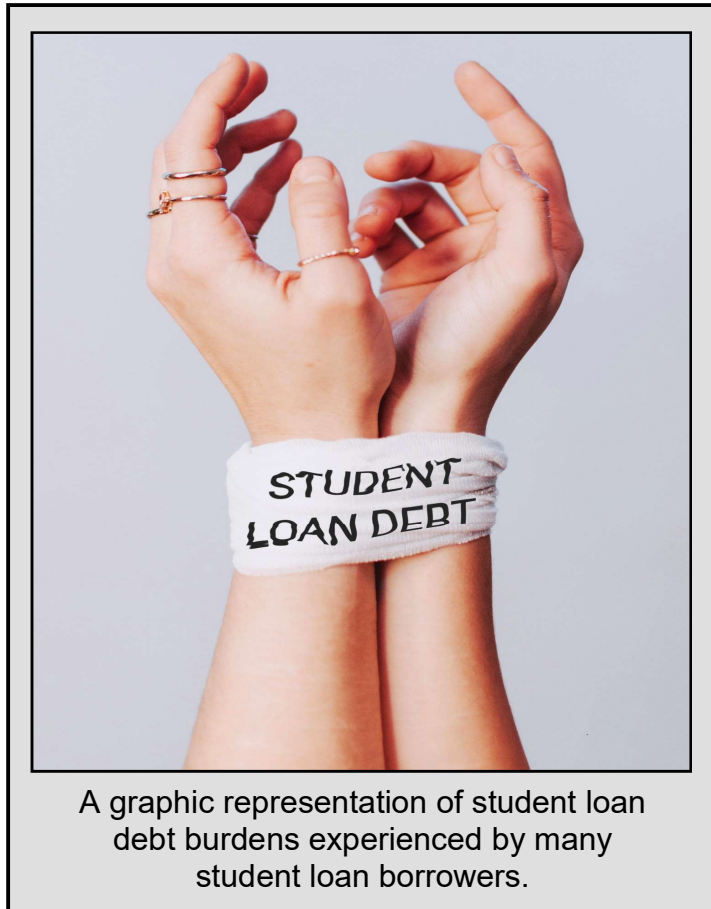
anxiety. For these intentional wrongs, loss of my best career years, and unjustly depriving me of past and future legal career earnings, I contend the California state bar should compensate me exceptionally well for my damages, but that is an entirely different matter. (See **Disclosure #4** regarding [Potential Conflicts of Interest](#)).

<sup>3</sup> A collateral objective of this publication is to discuss, for consideration of the readers, the soundness of current student loan policy implemented by Congress by directing a conversation to that subject and, possibly, to explore aspects of current student loan policy that may be the result of unconstitutional legislative overreaching by Congress. Notably, the general public seemingly must rely upon a privately prepared publication, like this one that is being proposed, to attempt to resolve this problem as Congress is disingenuous in addressing the issue as they are responsible for permitting the continued current state of affairs.

<sup>4</sup> In or about November of 2023, the U.S. government issued updated guidelines concerning the dischargeability of student loans in bankruptcy, but those guidelines are of minimal usefulness because they do not and cannot modify the overarching statutes or legal tests and are incapable of addressing the inconsistencies in student loan bankruptcy litigation outcomes.



Student loan indebtedness is unmanageable for numerous Americans and, absent change, many Americans may be forced to unjustly carry student loan debt burdens well into their later years of adult life; possibly including retirement. And why? Because they



sought an education in hopes of improving their circumstances that may not have been realized. If you agree that it is unreasonable and ironic for student loan debtors who are unable to pay their student loans within a reasonable period of time to be permanently burdened with that student loan debt as a result of trying to educate themselves to improve their situations, then this proposed publication will likely be of interest to

you.<sup>5</sup> If engaged to be completed, it might serve as a blueprint for Americans to have meaningful conversations with their elected officials in Congress as well as a means for them to assert, “We want sensible laws and policies concerning student loans. We want what was recommended in this publication.”

<sup>5</sup> If legislative changes are not forthcoming, an additional separate publication is potentially anticipated that might provide information on how persons that are forced to file bankruptcy might self-navigate the current student loan bankruptcy litigation process and why there may be strategic advantages in doing so without regard to whether a student loan discharge is ultimately provided.

## **IV. FEE REQUEST FOR DEVELOPMENT**

### **A. Projected Value of the Proposal and the Proposed Publication**

The factors involved in the pricing of this development proposal and the proposed publication include:

- 1) The novelty and unique aspects of the proposed publication,
- 2) Prior legal and professional experience required to prepare the proposed publication,
- 3) The complexity of the student loan problem and student loan bankruptcy litigation that involves multiple parties,
- 4) The analytical and policy evaluation skills required to write about and discuss the subject,
- 5) The professional writing and information presentation skills required to communicate to a broad reading audience,
- 6) The unknown information that may need to be discovered in order to effectively write about the issue,
- 7) The legal research skills required and the depth of legal, non-legal, and factual research that is anticipated to be substantial,
- 8) The extensive duration of time for completion that is estimated to take about ten to sixteen months from the time it is commenced,
- 9) The anticipated need for additional professional labor resources and related expenses,
- 10) Expenses and costs to access specialized research resources that are required to prepare this publication,

- 11) Expenses and costs to consult with bankruptcy law specialist(s) or other paid professionals concerning information gaps that may need to be filled,
- 12) The proposed publication's potential usefulness to the various stakeholders involved in the overall student loan transaction process,
- 13) The potential benefits from public discussion on taking points that may originate from the completed publication and any recommended revisions,
- 14) Expenses, costs, and time delays to generate unique and specific information requests possibly requiring multiple or repeated communications exchanges,
- 15) The prevailing premium hourly wage rates for the type of professional services that are to be performed,
- 16) The time and effort already expended in preparing the development proposal that has yet to be compensated,
- 17) The value of outstanding student loan debt, which currently exceeds \$1.6 trillion, and the development proposal and proposed publication's high impact characterization if the recommendations and revisions might be implemented,
- 18) The development proposal and proposed publication's "value added" classification concerning expense savings, as based upon possible debt burden reductions to student loan borrowers, and
- 19) The possibility, and related expenses and costs, that the proposed publication might be more easily completed in a different temporary working location (e.g., Washington D.C. where the Department of Education and administrative offices of the federal bankruptcy courts are presumably located), with the employed

assistance of someone in that location, or some other major metropolitan city where complete print and digital research resources are readily available.

Based upon the foregoing factors, the requested fee for this development proposal and the proposed publication is \$2,000,000, inclusive of post-fundraising expenses.<sup>6</sup> (See Disclosures #5-6 regarding [Attributed Valuation](#) and [Author Qualifications](#)). While the requested development fee is not insignificant, given the above identified pricing factors, the Attributed Valuation, legal, non-legal, and factual research involved, professional services required, constitutional implications, and the nature of any constitutional discussion and analysis that can only be performed by us or under our delegated supervision, the cost for further developing this proposed publication is believed to be reasonable under the totality of the identified factors and circumstances.

## **B. Purchase and Funding**

Given the informative and educational aspects of the proposed publication, it is anticipated and recommended that the primary funding source be from aggregated private gift donations of small amounts paid by student loan borrowers, but it might be partially paid pursuant to government authorized expenditure or, to the extent of interest,

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<sup>6</sup> Most of SEE Consulting's Business Development Proposals do not include expenses as part of the requested development fee. Due to the unique nature of this proposal and the proposed publication, expenses are included in the requested development fee because they are required to be incurred in order for it to be completed. Despite expenses being included within the requested development fee, pre-funding promotional expenses and post-funding litigation expenses are specifically excluded. (See Disclosures #7-8 regarding [Litigation Exclusion](#) and [Additional Activities](#)).

a single party payor or donor. Attorneys and those in academia might also be financial contributors of interest for the constitutional discussion that is anticipated, but not guaranteed, to be included. (See Disclosure #9 regarding [Constitutional Discussion](#)). Gift donations are not tax deductible and subject to the terms and conditions provided. (See Disclosure #10 and subparts regarding [Gift Donations](#)). **A commission earning opportunity may be available to Commission Earning Intermediaries, subject to the key terms and conditions provided.** (See Disclosure #11 and subparts regarding [Commissions](#)). **Additionally, a low risk short-term investment opportunity is potentially available with the funding phase of this development proposal.** A table (Figure 1) with examples of averaged financial contributions at different amounts is included for reference purposes and an understanding of how the requested development fee might be paid.

Figure 1

EXAMPLE FINANCIAL CONTRIBUTIONS TABLE			
Example Scenario	Average Amount of Financial Contribution	No. of Contributions Needed to Meet the Requested Development Fee <sup>‡</sup>	Participation of Total 43 Million Student Loan Borrowers <sup>‡</sup>
#1	\$3	666,667	1.6%
#2	\$5	400,000	0.0093%
#3	\$7	285,715	0.0066%
#4	\$10	200,000	0.0047%
#5	\$20	100,000	0.0023%

<sup>‡</sup> Excludes variations to account for payment processing and promotion fees.

*Without the advancement of new ideas there can be no progress or change.*

## V. THE DEVELOPMENT PLAN DELIVERABLES

If engaged, this Business Development Proposal will be further worked up into a final publication that will include, or possibly augment if already included, the following deliverables:

- 1) General discussion concerning debt and student loans,
- 2) Statistics or data concerning student loans or debts,
- 3) General discussion concerning the types of student loans,
- 4) Discussion concerning student loan borrowing hierarchy,
- 5) Discussion concerning student loan characterization,
- 6) Discussion concerning revisions to the student loan bankruptcy statute or policies,
- 7) Discussion of student loan repayment options and payments under the IBR repayment option in particular,
- 8) Identification of administrative remedies,
- 9) Discussion of administrative remedies,
- 10) General discussion concerning bankruptcy,
- 11) General discussion concerning student loan bankruptcy litigation,
- 12) Identification of the parties involved in student loan bankruptcy litigation,
- 13) Identification of the current legal tests used in student loan bankruptcy proceedings,
- 14) Discussion concerning the current legal tests used in student loan bankruptcy proceedings,

15) To the extent applicable, citations to certain legal statutes, codes, or regulations,

16) To the extent applicable, discussion concerning legal statutes, codes, regulations, decisions, or case law,



According to one study, financial problems were cited by 36% of surveyed participants as a contributing cause of distress leading to divorce.

Source: Shelby B. Scott, et al., "Reasons for Divorce and Recollections of Premarital Intervention: Implications for Improving Relationship Education" (June 2013); <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4012696/> (accessed Feb. 2, 2024)

17) Disclosure of any formal general correspondence or formal general information requests that may be initiated as part of the information gathering process except where, in our sole discretion, the received response did not generate any appreciable benefit or usefulness to the proposed publication,

18) Disclosure of any responses and documents received from formal general correspondence or formal general information requests from the information gathering process except where, in our sole discretion, the received response or received document is without any appreciable benefit or usefulness to the proposed publication,

19) Recommendations concerning proposed revisions to one or more of the following: student loan policy, legal standards, statutes, codes, regulations, processes, procedures, or documentation,

20) Explanations concerning the reasons for any proposed revisions,

21) To the extent applicable, references to the author's personal experiences with student loan bankruptcy litigation,

22) To the extent applicable, possible discussion of unconstitutional legislative overreaching by Congress concerning existing student loan bankruptcy policy,

23) To the extent applicable, infographics, data tables, and graphs that might be created to aid with explanations or understanding, and

24) Any additional information that, in our sole discretion, is determined to be necessary or useful to assist with understanding the topic, issues, or discussion.



## VI. DISCLAIMERS & DISCLOSURES

<b>Index of Disclaimers &amp; Disclosures</b>		
<b>No.</b>	<b>Subpart</b>	<b>Title</b>
1		General Disclaimer
2		Change in Law and Agency Position
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4		Potential Conflict of Interest
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8		Additional Activities
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**1) General Disclaimer.** In deciding to engage the formal work-up of a Business Development Concept or Proposal, no assurances or guarantees are provided that the information to be provided has not been previously conceived, contemplated, considered, or even rejected by knowledgeable specialists within the particular industry to which the Business Development Concept or Proposal relates. While significant effort has been made to provide accurate information for evaluation, in deciding to engage the proposed publication, you understand and agree that there is the possibility, even if remote, of unforeseen or unanticipated circumstances that may render the proposed publication and the information that it may contain incapable of being implemented or possibly useless. **Please refer to the Terms of Service on our website for additional important information and applicable terms.** [Return to Proposal.](#)

**2) Change in Law and Agency Position.** While the proposed publication is directed at existing student loan policy at the time that the proposal was prepared and published, there is the possibility that intervening changes of law, policy, or position by government agencies could render any financial contributions incapable of accomplishing the purpose for which they were provided. [Return to Proposal.](#)

**3) No Legal Practice or Legal Services.** This proposal is **ONLY** for a completed publication concerning revisions to a student loan bankruptcy policy that is intended to be a springboard for potential voluntary congressional legislative changes or involuntary changes implemented through potential test litigation. We are not engaged in the practice of law and we are not licensed to practice law. Further, we do not represent any prospective purchaser or financial contributor in an attorney-client relationship absent changed circumstances, which are currently unforeseen. SEE Consulting and SEE

Publishing are the registered business names of its owner, Cameron Mostaghim. [Return to Proposal.](#)

**4) Potential Conflict of Interest.** As anyone could financially contribute to the requested development fee of the proposed publication, prospective financial contributors are hereby expressly informed that the author has previously incurred student loan debt and resorted to bankruptcy as an attempted means of student loan debt relief. It might be believed that these experiences might create a bias in favor of student loan borrowers or against student loan affiliated creditors, but any student loan policy revisions that may be recommended in the proposed publication are intended to be reasonable and rational. Likewise, without regard to any similarly situated circumstances that may exist between the author and other student loan borrowers concerning financial hardships, there is the possibility that not all financial contributors may like or agree with the recommendations or revisions that may be proposed. CEIs may receive compensation paid from received financial contributions. [Return to Proposal.](#)

**5) Attributed Value.** We use a valuation methodology tied to variables that are specific to the proposal, plan, or project that is to be developed, including revenue generating or cost savings impact potential and, in some instances, the magnitude of the problem or the economic value of the issue that is to be addressed. The fee request for the further development of this publication is, in our opinion, a calculated and reasonable assessment of the publication's value while factoring in its intended purposes, the complexity of the subject of the proposed publication, professional skills required, contingencies, and its potential for impact. The requested fee may be grossly undervalued if the publication serves its intended purpose as a springboard for changes

in legislation or policies concerning U.S. student loan debt. The requested fee may be overvalued if it is instead limited to its purely educational and informative value, but this is nonetheless believed to be offset by the number of student loan borrowers potentially able to benefit from the proposed publication and, respectively, the relatively small amounts of their individual financial contributions anticipated to be aggregated towards the total requested development fee. Ultimately, the requested development fee represents a compromise of the undervaluation and overvaluation considerations involved while emphasizing that informed understanding by a reading audience is a necessary prerequisite for any requested or implemented change in policy such as the ones to which the proposed publication is directed. [Return to Proposal.](#)

**6) Author Qualifications.** This development proposal and proposed publication are anticipated to involve review, assessment, and recommendations concerning student loan policy. Although repeatedly denied a license to practice law on the basis of medical treatment required for a testosterone deficiency, the author nonetheless successfully completed studies leading to a law degree, passed the California state bar in 2009, and has approximately 10 years of legal work experience if one considers excess hours beyond a standard work week. He is a published and award-winning legal author that has recently started creating development proposals, such as this one, that have the potential of being high impact if implemented. To that end, a development plan was recently completed concerning judicial administration optimization processes particular to California civil trial courts affording demonstrated qualification for completion of the proposed publication. Despite these personal qualifications, we may nonetheless hire

employees, professionals, or contractors to assist with preparation of the proposed publication. [Return to Proposal.](#)

**7) Litigation Exclusion.** Under the usual course of events, in some circumstances, certain requests for public information may receive an unsatisfactory response that may justify resort to, or a need for, litigation. As it is impossible to predict the sufficiency of a response to an information request in advance, we disclaim any obligation to commence any litigation, which is specifically excluded as being part of any requested development fees or costs. Notwithstanding, in our sole discretion, we may decide to exercise that option, which could extend the anticipated duration to complete the proposed publication. [Return to Proposal.](#)

**8) Additional Activities.** Post-fundraising expenses have been included within the requested development fee. Notwithstanding, we may continue to request and obtain funding with gift donations and financial contributions that surpasses the requested development fee to allow for potential time or expense overruns or other contingencies that might affect the estimated completed delivery of the proposed publication from the time it might be successfully funded or as merit-based gifts after the proposed publication is completed and released. [Return to Proposal.](#)

**9) Constitutional Discussion.** A constitutional discussion is anticipated, but not guaranteed to be included. If it is included, well-reasoned, and well received, it might serve as the springboard for possible policy changes either through voluntary direct congressional legislative process or through litigation that might adopt and use the publication's reasoning as a basis to constitutionally challenge certain bankruptcy laws. It is believed that these constitutional assertions have not previously been advanced, but

because additional research needs to be conducted and the entire process concerning constitutional legal reasoning has not been completely developed due to that lack of complete research, no assurance can be made that a constitutional discussion will be included. [Return to Proposal.](#)

## **10) Gift Donations**

**10.1 Gift Donation Explained.** This development proposal uses a gift donation funding methodology for the reasons stated. First, it is currently anticipated that student loan servicers, the owners of student loans, and guarantors will not have an interest in paying or contributing to the requested development fee since current student loan policy severely favors creditor affiliated parties in an arguably unfair manner. Conversely, student loan borrowers are most likely to be the interested financial contributors. Second, gift donations afford the possibility that this publication might be produced without the restriction of locating a non for profit with an organizational purpose that coincides with the subject matter of the proposed publication. Third, a gift donation funding methodology avoids complications and potential disputes concerning the disposition of any payments that might be received by a not for profit in an amount that is less than the requested development fee. Finally, the gift donation funding model for this particular development proposal allows for an unrestricted disposition of financial contributions, as set forth in Disclosure #10.5 below (Gift Donation Disposition), if the full requested development fee should not be obtained. [Return to Proposal.](#)

**10.2 Gift Donations Defined.** Gift donations means any amount of money received to fund a proposal where gift donations are sought and that originates from any person in an amount less than \$17,000, except to the extent that a specific signed written

agreement exists in advance and, in those circumstances, the payment shall be subject to such additional or other terms and conditions as may be agreed by writing. Any individual that may desire to make a gift donation in excess of \$17,000 should consult with an accountant or tax attorney as transaction reporting requirements may apply. **Gift donations are non-refundable** regardless of whether the gift payment is made directly to us or paid through a Commission Earning Intermediary. (See Disclosure #11.1 regarding Commission Earning Intermediaries). [Return to Proposal](#).

**10.3 Development Proposals Fully Funded by Gift Donations.** Where any development proposal, plan, or project is fully funded by gift donations, whether at the requested fee amount or some other amount, we shall be immune from all claims and causes of action (whether based on contract, tort, statute, or principles of equity) and shall have no liability of any kind. If any claim should arise or be asserted under these circumstances, U.S. law concerning donative transfers shall apply. [Return to Proposal](#).

**10.4 Development Proposals Partially Funded by Gift Donations.** Where any development proposal, plan, or project is partially funded by gift donations and partially funded by a work order or under the terms of a contract, whether at the requested fee amount or some other amount, no claim or cause of action (whether based on contract, tort, statute, or principles of equity) shall exist, nor shall any potential or actual liabilities extend, concerning any portion of a development fee that was funded with gift donations. As to any development proposal, plan, or project that is partially funded by gift donations, that portion of the development fee shall be governed by the provisions in Disclosure #10.3 (Development Proposals Fully Funded by Gift Donations). As to any development proposal, plan, or project that is partially funded by a work order or under

the terms of a contract, that portion of the development fee shall be governed by the provisions in Disclosure #12 (Measure of Damages). [Return to Proposal](#).

**10.5 Gift Donation Disposition.** A gift donation that is received for a specific proposal will be held for that purpose until the sooner of the following:

- A) the total or minimum requested fee for development is received and released for the work to be performed,
- B) we unilaterally agree to accept an already received lesser amount in exchange for our performance,
- C) we contractually agree in a signed writing to accept an amount for our performance that includes any gift donations already received, or
- D) we determine, in our sole discretion and without prejudice to later reinstating further funding efforts, that the requested fee for development cannot be attained.

In the event that we make such a determination, we may do any of the following: **i)** reduce the itemized deliverables within the proposal so that the resulting work to be performed is more closely aligned with the underfunded amount of gift donations that have already been received, **ii)** commit any gift donations received to the development fee on a proposal of a related topic (if one should exist), **iii)** commit any gift donations received to the development fee on a different proposal that is also of such character that it too was anticipated and recommended to be funded primarily with gift donations, **iv)** commit the gift donations received to a proposal or project that we have designated as being within the public policy category or that might be partially funded with money originating from a not for profit organization, or **v)** we may commit gift donations received to any charitable



purpose without regard to laws or governance principles applicable to not for profits.

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## 11) Commissions

**11.1. Commission Earning Intermediaries.** Commission Earning Intermediaries (CEIs) are either businesses or individuals that are approved by us to act as an independent contractor and potentially eligible to earn a commission. Any business or individual interested in acting as a Commission Earning Intermediary must obtain approval from us to be a commission based fundraising intermediary in advance of undertaking any fundraising activities. Approved CEIs will be provided their own unique identification code used to track any financial contributions that are received as a result of their efforts and for the payment of any commissions that may ultimately be owed to them. Any expenses incurred by a Commission Earning Intermediary are their sole responsibility unless approved by us in writing prior to being incurred.

Any business or individual may seek approval from us to become a CEI and an application that contains additional information may be requested from us. Any business seeking approval as a CEI must be an organized business subject to verification to be considered eligible. As to individuals, preference may be given to currently enrolled college students attending institutions of higher learning as these individuals presumably have the greatest access to potentially interested student loan borrowers that may experience future financial hardship from student loan debt.

As anti-fraud and CEI integrity assurance measures, a list of approved CEIs may be published by us and periodically updated. Additionally, a list of financial contributors may be published in conjunction with the completed publication as a validation tool for

financial contributors to ensure that payments were made through authorized channels.

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**11.2. Computation of Commissions.** Businesses or individuals approved by us to be a Commission Earning Intermediary may be eligible to be paid a commission from the financial contributions that have been raised. To potentially earn a commission, a minimum of \$5000 (in the case of a business) or \$1000 (in the case of an individual) must be raised. Subject to all other terms and conditions within this proposal and within the application, unless otherwise agreed in writing by us, the maximum commission that may be earned shall be ten percent of the total amount of financial contributions that are attributable to the Commission Earning Intermediary up to a maximum amount of \$50,000. [Return to Proposal.](#)

**11.3. Treatment of Commissions in Event of Dispute.** Any commissions that we may pay or become obligated to pay to a Commission Earning Intermediary, whether as a Business or Individual, shall be treated as an expense that is non-fundable and not recoverable under any circumstances. Due to the unique nature and subject matter of the proposals we may offer and the specialized nature of any corresponding consulting services, we may be required to pay or become obligated to pay commissions, fees, costs, or expenses (collectively referred to as commissions herein) to independent contractor Commission Earning Intermediaries for services they may provide to us in locating a suitable buyer, business partner, or otherwise assisting us in obtaining the requested development fee. **These services of intermediaries may be necessary to create a market for the delivery of any product or service that we may offer to provide or ultimately do provide and, for these reasons, any commissions that we**

pay or become obligated to pay shall be proportionally chargeable to the respective business partner(s) or buyer(s) of the development proposal, if any, and treated as a non-refundable pass-through expense in the event of any dispute. [Return to Proposal.](#)

**12) Measure of Damages.** Excluding any portion of a development proposal, plan, or project that may be funded with gift donations and governed by the provisions in Disclosure #10.3 (Development Proposals Fully Funded by Gift Donations), the measure of damages for any development concept, proposal, plan, or project that may be subject to payment or compensation by contractual agreement shall be as follows:

**A) Adjustment for Commissions Owed.** First, any commissions that we have paid or that we may have become obligated to pay shall be deducted from the development fee, or lesser contract price if different, of any purchased proposal to arrive at the “commission adjusted price.” See Disclosure #11.3 (Treatment of Commissions in Event of Dispute).

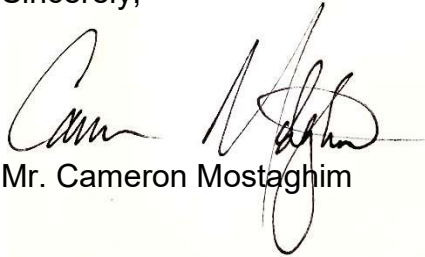
**B) Computing the Cost of Each Discreetly Identified Deliverable.** Second, the “commission adjusted price” shall be divided by the number of identified deliverables contained within the development proposal to arrive at a contractually divisible “per deliverable price.” As to those deliverables within a proposal that may have been designated with “to the extent applicable” conditional language, those deliverables shall be included within the computation of the “per deliverable price” if the final completed plan or project actually includes that deliverable.

**C) Evaluation of Controverted Deliverables.** Third, each contractually divisible deliverable shall be independently evaluated with application of principles of

substantial performance to assess whether any deliverable referenced within a proposal was not provided or is otherwise controverted, whether a failure of performance may have occurred, and whether any controverted deliverable(s) may require a price adjustment to its respective “per deliverable price” as a measure of damages. [Return to Disclaimer #10.4.](#)

Thank you for considering SEE Consulting to potentially assist you with further developing or improving your company, business operations, or quality of life.

Sincerely,



Mr. Cameron Mostaghim



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