

1 MICHAEL BAILEY
2 United States Attorney
3 District of Arizona
4 BILL C. SOLOMON
5 Assistant U.S. Attorney
6 (b)(6)
7 Two Renaissance Square
8 40 North Central Ave., Suite 1800
9 Phoenix, Arizona 85004-4449
10 Telephone: 602-514-7500
11 Facsimile: 602-514-7693
12 Email: (b)(6)
13 Attorneys for the U.S. Department of Education

14
15 **IN THE UNITED STATES BANKRUPTCY COURT**
16 **FOR THE DISTRICT OF ARIZONA**

17 In re:
18 (b)(6) Debtor,
19 _____
20 (b)(6) Plaintiff,
21 v.
22 U.S. Department of Education Federal
23 Student Aid; Education Credit
24 Management Corporation; Performant
25 Financial Corporation,
26 Defendants.

In Proceedings under Chapter 7
BK Case no. 0:19-bk-07619-PS
AP Case No. 0:19-ap-0355-PS

**JOINT STIPULATION FOR
DISMISSAL OF THE DEPARTMENT
OF EDUCATION AND EDUCATION
CREDIT MANAGEMENT
CORPORATION
WITHOUT PREJUDICE**

27 **STIPULATION OF DISMISSAL OF ADVERSARY PROCEEDING**

28 Plaintiff/Debtor (b)(6) and Defendants U.S. Department of
Education and Education Credit Management Corporation submit the following
Stipulation pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), incorporated by Fed. R. Bankr. P.
7041:

1. On September 30, 2019, Plaintiff initiated this adversary proceeding by
filing a complaint to determine the dischargeability of one or more student loans held by
the Defendants.

1 2. Defendant Educational Credit Management Corporation answered the
2 complaint on December 2, 2019.

3 3. Defendant U.S. Department of Education answered the Complaint on
4 December 5, 2019.

5 4. The parties stipulate to dismissal of this adversary proceeding without
6 prejudice. Plaintiff shall submit any required application for loan consolidation and an
7 income-driven repayment plan no later than sixty (60) days after this stipulation is filed.
8 Defendant U.S. Department of Education agrees to suspend collections, which include
9 Treasury Offset Program collection, while the consolidation application is being
10 processed.

11 5. This dismissal is without prejudice to Plaintiff's right to reopen the
12 bankruptcy case and file a complaint to determine the dischargeability of the student
13 loan debt if, after good faith efforts, Plaintiff is unable to qualify for an income-driven
14 repayment plan or make income-driven repayment plan payments.

15 STIPULATED TO AND SUBMITTED this 23rd day of March, 2020.

17 (b)(6)
18
19

20 *Pro Se Plaintiff*

GUST ROSENFELD, P.L.C.

s/Robert C. Williams (with permission)
Robert C. Williams
Trish Stuhan
*Attorneys for Educational Credit
Management Corporation*

22 MICHAEL BAILEY
23 United States Attorney
24 District of Arizona

25 *s/Bill C. Solomon*
26 BILL C. SOLOMON
27 Assistant U.S. Attorney
28 *Attorneys for U.S. Department of Education*

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CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2020, I electronically transmitted the attached document to the Clerk’s Office using the CM/ECF System for filing and a Notice of Electronic Filing to the following CM/ECF registrant(s):

Trish Stuhan
Robert C. Williams
GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004
Attorneys for Education Credit Management Corporation

I hereby certify that on March 23, 2020, I transmitted the attached document via United States Mail to the following individual:

(b)(6)

Plaintiff Pro Se

s/Lauren M. Routen
United States Attorney’s Office

1 NICOLA T. HANNA
United States Attorney
2 DAVID M. HARRIS
Assistant United States Attorney
3 Chief, Civil Division
JOANNE S. OSINOFF
4 Assistant United States Attorney
Chief, General Civil Section
5 ELAN S. LEVEY (b)(6)
Assistant United States Attorney
6 Room 7516, Federal Building
300 North Los Angeles Street
7 Los Angeles, California 90012-9834
Telephone: (b)(6)
8 Fax: (213)894-7819
Email: (b)(6)

9 Attorneys for Defendant,
10 United States Department of Education

11 **UNITED STATES BANKRUPTCY COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

13 In re
14 (b)(6)
Debtor.
16 (b)(6)
17 Plaintiff,
18 vs.
19 UNITED STATES DEPARTMENT OF
20 EDUCATION, *et al.*,
21 Defendants.

Case No. 8:19-bk-11914-CB

Chapter 7

Adv. No. 8:19-ap-01124-CB

**STIPULATION TO DISMISS U.S.
DEPARTMENT OF EDUCATION AS
DEFENDANT FROM ADVERSARY
PROCEEDING**

Status Conference:
Date: May 5, 2020
Time: 1:30 p.m.
Crtm: 5D
Place: 411 West Fourth Street
Santa Ana, CA 92701

24 IT IS HEREBY STIPULATED by and between (b)(6) the *pro se* plaintiff herein
25 (“Plaintiff”), and the United States Department of Education, a defendant herein (“ED”), by and
26 through its counsel of record (individually, a “Party” and collectively, the “Parties”), with reference
27 to the following facts and subject to Bankruptcy Court approval:

28 ///

1 **RECITALS**

2 A. On or about June 25, 2019, Plaintiff filed a complaint for the determination of
3 dischargeability of student loan debt, pursuant to 11 U.S.C. Section 523(a)(8) (“Complaint”),
4 commencing the subject adversary proceeding (“Adversary Proceeding”).

5 B. After resolving various service issues, ED filed an Answer to the Complaint on
6 September 12, 2019 (Docket No. 48).

7 C. Plaintiff has agreed to dismiss ED from the Adversary Proceeding.

8 **STIPULATION**

9 1. The Recitals set forth above are hereby incorporated into the Stipulation by this
10 reference.

11 2. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil
12 Procedure 41(a), ED should be dismissed from the Adversary Proceeding as a defendant.

13 3. Within 30 days of the entry of an order approving the Stipulation, Plaintiff shall
14 enroll in one of Defendant’s income-driven repayment plans (of Plaintiff’s choice), in order to repay
15 the federal student loans held by Defendant pursuant to the terms of the repayment plan selected.

16 4. This written agreement contains all of the agreements between the Parties, and is
17 intended to be and is the final and sole agreement between the Parties. The Parties agree that any
18 other prior or contemporaneous representations or understandings not explicitly contained in this
19 written agreement, whether written or oral, are of no further legal or equitable force or effect. Any
20 subsequent modifications to this agreement must be in writing, and must be signed and executed by
21 the Parties.

22 5. The Parties to this Stipulation represent and warrant that they have reviewed and
23 understand its terms and contents. The Parties to this Stipulation further represent and warrant that
24 each has the power to execute, deliver, and perform this Stipulation agreement; that each has taken
25 all necessary action to authorize the execution, delivery, and performance of this Stipulation
26 agreement; and that this Stipulation is enforceable in accordance with its terms.

27 ///

28 ///

1 6. The Parties do hereby acknowledge and agree that they have been represented by, or
2 had the opportunity to seek representation by independent counsel of their own choice throughout all
3 negotiations that preceded the execution of this Stipulation.

4 7. Plaintiff represents and acknowledges that she enters into this Stipulation freely and
5 voluntarily. Plaintiff further acknowledges that she has had sufficient opportunity to consult with an
6 attorney regarding the terms and conditions of this Stipulation. If Plaintiff has not consulted with an
7 attorney, then Plaintiff acknowledges that it was her choice not to do so, and that she understands all
8 of the terms and conditions of this Stipulation.

9 8. It is contemplated that this Stipulation may be executed in several counterparts with a
10 separate signature page for each party. All such counterparts and signature pages, collectively, will
11 be deemed to be one document.

12 9. The Parties further agree that each Party will bear their own attorneys' fees, costs and
13 expenses.

14 Dated: March 24, 2020

(b)(6)
By
(b)(6)
Plaintiff in *pro se*

18 Dated: March 24, 2020

NICOLA T. HANNA
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section

By: /s/ Elan S. Levey
ELAN S. LEVEY
Assistant United States Attorney

Attorneys for Defendant,
U. S. Department of Education

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: United States Attorney's Office, 300 N. Los Angeles Street, Room 7516, Los Angeles, California 90012

A true and correct copy of the foregoing document entitled **STIPULATION TO DISMISS U.S. DEPARTMENT OF EDUCATION AS DEFENDANT FROM ADVERSARY PROCEEDING** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 25, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Elan S Levey (b)(6)
- Richard A Marshack (TR) (b)(6)
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **March 25, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

(b)(6)	Wells Fargo Education Financial Services c/o C. Allen Parker CEO 420 Montgomery Street San Francisco, CA 94104
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Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 25, 2020**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 25, 2020

Date

TIFFANY DAVENPORT

Printed Name

(b)(6)

Signature

(b)(6)

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
	)	Case No. 11-26518-KHT
(b)(6))	
	)	Chapter 7
Debtor.)	
<hr style="border: 0.5px solid black;"/>		
(b)(6))	
)	
Plaintiff,)	
v.	)	Adversary Proc. No. 18-01336-KHT
U.S. DEPARTMENT OF EDUCATION)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

1. This Settlement Agreement is entered into between (b)(6) and the United States Department of Education.

2. (b)(6) is the plaintiff in an adversary proceeding brought against the Department of Education pending in the United States Bankruptcy Court for the District of Colorado, adversary case number 18-01336-KHT (the “Adversary Proceeding”). In the Adversary Proceeding, there is a true dispute between Plaintiff and the Department of Education as to the dischargeability of the Federal Student Loans pursuant to 11 U.S.C. §523(a)(8), and the parties enter into this Settlement Agreement voluntarily to avoid both the costs and risks inherent in continuing to litigate the Adversary Proceeding.

3. (b)(6) agrees that she is indebted to the United States pursuant to two William D. Ford Federal Direct Consolidation Loans made incident to a Direct Consolidation Loan Application and Promissory Note signed by her on September 8, 2017, in the combined amount

of \$427,117.99 as of March 17, 2020, with interest continuing to accrue after that date (the “Federal Student Loans”).

4. To settle all issues in dispute, the parties agree to the following:
 - a. (b)(6) shall make payments to the Department of Education toward the Federal Student Loans in the amount of \$60.00 per month for 120 consecutive months (10 years), for a total payment of \$7,200.00.
 - b. (b)(6) shall commence making these payments on the first day of the first month after the Effective Date of this Settlement Agreement.
 - c. Payments shall be made on the first day of each month thereafter. Each monthly payment must be made no later than the first day of each month, with an allowance of a thirty (30) day grace period for each such payment. Payments to be made pursuant to this Settlement Agreement shall be sent to the Department of Education by way of the contracted Servicer assigned to handle (b)(6) Federal Student Loans. Currently, (b)(6) account is assigned to the Department of Education’s Default Resolution Group, and the payment address is U.S. Department of Education, National Payment Center, P.O. Box 790336, St. Louis, MO 63179-0336. Each payment shall reference (b)(6) account number or Social Security Number.
 - d. Upon (b)(6) completion of the 120 consecutive payments totaling \$7,200.00, the Department of Education agrees to discharge the remaining balance of the Federal Student Loans. Any interest that accrues on the Federal Student Loan balance during the ten-year payment period will be waived.

e. Upon completion by (b)(6) of the 120 consecutive payments provided for above, the remaining balance of the Federal Student Loans shall be deemed discharged in bankruptcy; however, if Plaintiff defaults on her obligation to make payments discussed above in Paragraph 3, any forgiveness of the principal and interest is revoked, and the Plaintiff will be liable for the full amount of the outstanding balance plus interest pursuant to the applicable terms of the Plaintiff's promissory notes.

5. The failure of the Department of Education or its contracted loan servicer to provide monthly reminder notices or receipt for payment shall not relieve (b)(6) of her obligation and agreement to make consecutive, timely, monthly payments under this Settlement Agreement.

6. Default is defined as a failure by (b)(6) to make any payment due hereunder within thirty days of the due date without securing the Department of Education's agreement to forbearance of such payment(s).

7. Nothing in this Settlement Agreement is intended to or does preclude (b)(6) from entering into any economic hardship, forbearance, deferment, or other repayment program currently offered, or which may be offered in the future, to Department of Education borrowers for which the Plaintiff may qualify.

8. There is no penalty for prepayment under this Settlement Agreement, but any prepayment, unless it is a payment in full, does not relieve (b)(6) of the obligation to make ongoing monthly payments.

9. The parties agree each party will be responsible for their own attorney fees and costs incurred in this matter.

10. Upon mutual execution of this Settlement Agreement, the parties agree that the Department of Education will file a Stipulation of Dismissal signed by both parties, in the Adversary Proceeding.

11. (b)(6) and the Department of Education understand and agree this Settlement Agreement contains the entire agreement between them, and that any statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their attorneys that are not included herein shall be of no force and effect.

12. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement).

13. This Settlement Agreement may be executed in counterparts, including via any electronic or virtual signature that is mutually acceptable to the parties.

(b)(6)

Date: April __, 2020

Karen Cody-Hopkins

Attorney for (b)(6)

Date: April __, 2020

/s Cristin Bulman

Cristin Bulman

Loan Analyst

United States Department of Education

Date: April 3, 2020

JASON R. DUNN

United States Attorney

/s Kyle Brenton

Kyle Brenton

Assistant United States Attorney

*Attorney for the United States Department of
Education*

Date: April 3, 2020

(b)(6)

(b)(6)

Date: April 2, 2020

(b)(6)

Karen Cady-Hopkins

Attorney for (b)(6)

Date: April 2, 2020

Cristin Bulman
Loan Analyst
United States Department of Education
Date: April __, 2020

JASON R. DUNN
United States Attorney

/s/ Kyle Brenton

Kyle Brenton
Assistant United States Attorney
*Attorney for the United States Department of
Education*
Date: April __, 2020

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION

IN RE:

(b)(6) and
[redacted]

Debtors.

CHAPTER 7

CASE NO. 15-22301-JRS

(b)(6) and
[redacted]

Plaintiffs,

v.

U.S. DEP'T OF EDUCATION, et al.

Defendants.

Adv. No. 16-02007-JRS

**JOINT STIPULATION AND SETTLEMENT AGREEMENT
AS TO DISCHARGEABILITY OF STUDENT LOAN DEBT**

Defendant the United States Department of Education ("Education"), through the undersigned U.S. Attorney and Assistant U.S. Attorney, and Plaintiffs (b)(6) and (b)(6) ("Plaintiffs" and collectively, "Parties"), in exchange for mutual promises and other good and valuable consideration expressed herein, hereby stipulate, compromise, and agree as follows (hereinafter "Agreement"):

1. **Settlement of All Claims and Release.** Upon the Effective Date, Plaintiffs fully and finally settle, release, and waive all claims, defenses, and disputes asserted in Plaintiffs' complaint in this adversary proceeding, filed on February 5, 2016, to determine the dischargeability of their Joint Federal Student Loan Debt, as defined below, pursuant to 11 U.S.C. § 523(a)(8).

2. **Effective Date.** This Agreement shall become effective upon the date of an order of the Bankruptcy Court approving this Agreement ("Effective Date"). The Parties acknowledge and agree this Agreement is expressly contingent upon, and subject to, the Bankruptcy Court's approval of this Agreement and dismissal of this adversary proceeding with prejudice.

3. **Stipulation of Facts.** The Plaintiffs stipulate to the following:

- a. On August 24, 2004, (b)(6) executed that certain Master Promissory Note under the William D. Ford Federal Direct Loan program under Title IV, Part D, of the Higher Education Act of 1965. Under that note, (b)(6) owes to Education, as of April 23, 2019, a total of \$61,786.62 (\$43,417.30 in principal and \$18,369.32 in accrued interest). Interest continues to accrue at the rate of \$7.48 per day (collectively, "(b)(6) Federal Student Loan Debt").

- b. On May 6, 2004, (b)(6) executed that certain Master Promissory Note under the William D. Ford Federal Direct Loan program under Title IV, Part D, of the Higher Education Act of 1965. Under that note, (b)(6) owes to Education, as of March 13, 2019, \$25,164.54 (\$22,111.56 in principal and \$3,052.98 in accrued interest). Interest continues to accrue and the rate of \$3.12 a day (collectively, “(b)(6) Federal Student Loan Debt”; together with the (b)(6) Federal Student Loan Debt, “Joint Federal Student Loan Debt”).
- c. Plaintiffs agree that the Certificates of Indebtedness accurately reflect the (b)(6) Federal Student Loan Debt and (b)(6) Federal Student Loan Debt owed to Education, as of the dates stated therein. Plaintiffs further agree that each Certificate of Indebtedness is authentic and a public or business record admissible in evidence.
- d. Plaintiff’s agree and stipulate that the Joint Settlement Amount, as defined below, does not impose an undue hardship under 11 U.S.C. § 523(a)(8) on either Plaintiff.

4. **Repayment Terms.** Plaintiffs shall satisfy the Joint Federal Student Loan Debt as follows:

a. **Joint Settlement Amount.** Plaintiffs shall pay a total \$65,528.86 ("Joint Settlement Amount") in full and final settlement of the Joint Federal Student Loan Debt.

b. **Interest.** The Joint Settlement Amount shall not accrue interest. However, in the event of a default, as defined below, the Joint Federal Student Loan Debt shall become due and payable, together with any interest as may have accrued as if this Agreement had never taken effect.

c. **Non-dischargeability.** The Joint Settlement Amount shall be an excepted debt from discharge in this case or in any subsequent bankruptcy case, in any chapter, filed by either Plaintiff. Plaintiffs agree and consent to an order of a bankruptcy court determining that the Joint Settlement Amount is a non-dischargeable debt under 11 U.S.C. § 523(a)(8).

d. **Monthly Instalment Payments.** Plaintiffs shall pay the Joint Settlement Amount in equal monthly payments totaling

\$273.04 per month, for 239 months, and a final payment of \$272.30 or the balance of the Joint Settlement Amount, whichever is greater, in the 240th month.

- e. **Apportionment of Monthly Payments.** Provided no event of default has occurred, the monthly instalment payments on the Joint Settlement Amount shall be apportioned as follows. Based on the share of the principal balance of the (b)(6) Federal Student Loan Debt with respect to the total principal balance of the Joint Federal Student Loan Debt, Plaintiff (b)(6) (b)(6) shall pay a total of \$43,417.30 of the Joint Settlement Amount (“(b)(6) Settlement Amount”), or \$180.90 per month, for 239 months, and a final payment of \$182.20 or the balance of the (b)(6) Settlement Amount, whichever is greater, in the 240th month. Based on the share of the principal balance of the (b)(6) Federal Student Loan Debt with respect to the total principal balance of the Joint Federal Student Loan Debt, Plaintiff (b)(6) shall pay a total of \$22,111.56 of the Joint Settlement Amount (“(b)(6) Settlement Amount”), or \$92.14 per month, for 239 months, and a final payment of

\$90.10 or the balance of the (b)(6) Settlement Amount, whichever is greater, in the 240th month.

- f. **Timing of Payments.** Plaintiffs shall begin making monthly payments on July 10, 2020, or the first tenth (10th) day of the month of or after the Effective Date, whichever is later. Thereafter, Plaintiffs shall make monthly payments on or before the tenth (10th) day of each month, unless such day is a Saturday, Sunday, or a federal holiday; if so, then the payment for such month will be due on the following business day.
- g. **Authorization.** Plaintiffs represent and warrant to Education that each Plaintiff is authorized enter into this repayment Agreement, to make any payment due under this Agreement, and that no such payment is prohibited by the Bankruptcy Code (11 U.S.C. § 101, *et seq.*), or any other applicable law.
- h. **Prepayment.** Plaintiffs may prepay all or any portion of the Joint Settlement Amount, provided such prepayment does not violate the Bankruptcy Code (11 U.S.C. § 101, *et seq.*), or any other applicable law.

5. **Method of Payment.**

- a. (b)(6) **Settlement Amount.** Plaintiff (b)(6) shall make the apportionment of monthly instalment payments attributable to the (b)(6) Settlement Amount, and any other payment due under this Agreement, by check payable to “U.S. Department of Education,” which check shall include Plaintiff (b)(6) full legal name, account number (b)(6), and shall be sent to the following address:

U.S. Department of Education
P.O. 790321
St. Louis, Missouri 63179-0321

Payments may also be made via any of the options provided by Plaintiff (b)(6) servicer (online, by phone, etc.) at www.mygreatlakes.org, Contact Telephone Number (800) 236-4300.

- b. (b)(6) **Settlement Amount.** Plaintiff (b)(6) shall make the apportionment of monthly instalment payments attributable to the (b)(6) Settlement Amount, and any other payment due under this Agreement, by check payable to “U.S. Department of Education,” which check shall include Plaintiff

(b)(6) full legal name, account number (b)(6)

(b)(6) and shall be sent to the following address:

U.S. Department of Education
P.O. 790233
St. Louis, Missouri 63179-0233

Payments may also be made via any of the options provided by Plaintiff (b)(6) servicer (online, by phone, etc.) at www.mohela.com, Contact Telephone Number (888) 866-4352.

6. **Change in Payment Addresses.** Due to the length of this Agreement, the payment remittance address or contracted servicer may change. If a change occurs, Plaintiffs will be notified by Education or the appropriate servicer, and Plaintiffs shall update their payment addresses or methods accordingly.

7. **TPD Discharge.** Provided no event of default has occurred, if either Plaintiff qualifies for a Total and Permanent Disability Discharge, under applicable federal regulations, or becomes deceased during the 240 month repayment period under this Agreement, the portion of the Joint Federal Student Loan Debt attributable to that Plaintiff (whether the (b)(6) Federal Student Loan Debt or the (b)(6) Federal Student Loan Debt) shall be administratively

discharged by Education. Provided no event of default has occurred, the non-qualifying Plaintiff shall continue to make payments on the portion of the Joint Settlement Amount attributable to that Plaintiff (whether the [REDACTED] Settlement Amount or the [REDACTED] Settlement Amount).

8. **Definition of Default.** An “event of default” shall mean any of the following:

- a. Either Plaintiff fails to materially comply with any term of this Agreement;
- b. Either Plaintiff fails to make two (2) consecutive monthly instalment payments on their respective apportionment of the Joint Settlement Amount by no later than the date the second consecutive monthly instalment payment is due; or
- c. Either Plaintiff fails to cure, on or before the twentieth (20th) business day after the date of a written demand on such Plaintiff (as counted from the date such demand is placed in the mail or transmitted by electronic or other means), any past-due payment under this Agreement.

9. **Effect of Default and Acceleration.** In the event of a default, the full amount of the Joint Federal Student Loan Debt, plus any applicable fees,

attorney's fees, interest, charges, or costs, shall be accelerated and due and payable immediately by either Plaintiff, giving credit only for any previous payments made by either Plaintiff actually received by Education. In the event of a default, Education, without prior notice to Plaintiffs except as required under law, may use any and all available legal means to collect the remaining balance of the Joint Federal Student Loan Debt, plus any applicable fees, attorney's fees, interest, charges, or costs, including, but not limited to, placement into the Department of Treasury Offset Program (TOP), administrative wage garnishment, and any other legally available means under state, federal, or local statutory or common law. Additionally, in the event of a default, Plaintiffs agree and consent to a money judgment entered in favor of the United States of America and against either Plaintiff or both, jointly and severally, for the full amount of the Joint Federal Student Loan Debt, plus any applicable fees, attorney's fees, interest, charges, or costs, less any payments actually made to Education by either Plaintiff.

10. **Fees and Costs.** Plaintiffs and Education will bear their own fees and costs in respect of this adversary proceeding.

11. **No Inference from Drafting.** This Agreement shall be construed as though jointly drafted by the Parties, and, accordingly, the Parties agree no

inference shall be drawn against either Party based on the conclusion that either Party exclusively or predominantly authored the Agreement.

12. **Modification.** This Agreement shall be modified only by a writing signed by all Parties hereto.

13. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the Parties on the matters raised herein. The Parties agree there is no other statement, representation, promise, or agreement, either written or oral, made by either party or agents thereof, not contained in this Agreement and none shall be enforceable to contradict the plain meaning of this Agreement.

14. **Additional Actions.** The Parties agree to cooperate and take any and all actions, and execute any document, as may reasonably be required to effect the purpose and intent of this Agreement, including to seek approval of the Bankruptcy Court.

15. **Freely Contracted.** The Parties agree and acknowledge that they have been fully advised by their respective legal counsel of their rights, responsibilities, and terms under this Agreement. The Parties further agree and acknowledge that they have read and understood the contents of this Agreement and have voluntarily, without duress or coercion, executed the same.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

17. **Governing Law.** This Agreement shall be governed by, and construed in accordance with federal law, without regard to principles of conflicts of law.

18. **Jurisdiction and Non-Exclusive Forum.** The Bankruptcy Court shall retain jurisdiction over the Parties for enforcement of this Agreement and the Parties agree to submit to the non-exclusive jurisdiction of the U.S. Bankruptcy Court or the U.S. District Court for the Northern District of Georgia for any dispute, controversy, or claim arising from or under this Agreement, including a breach thereof, or the interpretation, validity, construction, or enforceability of this Agreement and its terms.

Stipulated and agreed to by:

BYUNG J. PAK
UNITED STATES ATTORNEY

(b)(6)

Andres H. Sandoval
Assistant U.S. Attorney

(b)(6)

United States Attorney's Office
75 Ted Turner Drive SW, Suite 600
Atlanta, Georgia 30303
Telephone: (404) 581-6000
Facsimile: (404) 581-6181

E-mail: (b)(6)

*Counsel and authorized signatory
for the U.S. Department of Education*

(b)(6)

(b)(6)

Date: 4-8-20

(b)(6)

(b)(6)

Date: 4/8/20

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO



IN RE:

(b)(6)

Debtors

(b)(6)

Plaintiff(s)

vs.
NAVIENT

Defendant(s)

CASE NO. 19-03202 EAG

CHAPTER 7

ADVERSARY 19-00442



STIPULATION FOR DISMISSAL OF ADVERSARY PROCEEDING

TO THE HONORABLE COURT:

Comes now the PARTIES through the undersigned attorneys and very respectfully state and pray as follows,

WHEREAS, the Plaintiff and Department of Education (Department) have resolved and settled the claims that were the subject of this adversary proceeding.

NOW, THEREFORE, IT IS STIPULATED AND AGREED by the Plaintiff and Department, as follows:

1. Plaintiff has accepted the terms of the Department's March 31, 2020, decision to grant a Total and Permanent Disability (TPD) discharge of her student's loans.
2. By virtue of this stipulation, the adversary proceeding is dismissed without prejudice and without costs being awarded to either party.

IN WITNESS WHEREOF, the Plaintiff and Department have agreed to the foregoing as of the dates written below.

MODESTO BIGAS MENDEZ

(b)(6)

MODESTO BIGAS LAW OFFICE
PO BOX 7462 (b)(6)
PONCE, PR 00732
787 844-1444
787-842-4090 (fax)

(b)(6)

Date: 20 APRIL 2020

UNITED STATES ATTORNEY'S OFFICE
District of Puerto Rico, for Plaintiff
Department of Education

(b)(6) W. Stephen Muldrow

Maritza Gonzalez-Rivera
Assistant U.S. Attorney
USDC-PR No. 208801

Address:

Torre Chardón, Suite 1201
350 Carlos Chardón Street
San Juan, Puerto Rico 00918
Phone Number & Facsimile
(787) 766-5656;
Facsimile: (787) 766-6219

E-mail : (b)(6)

Date: April 20, 2020

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Bankruptcy No.: 18-30332-WJF

(b)(6)

Chapter 7 case

Debtor

(b)(6)

Plaintiff,

vs.

Adversary Case No.: 19-03080

U.S. Department of Education,

Defendant.

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

Plaintiff (b)(6) (“Plaintiff”) and United States Department of Education (“Defendant”), by and through their undersigned counsel, enter into this Stipulation of Dismissal Without Prejudice (“Stipulation”) dismissing the above-captioned litigation.

RECITALS

WHEREAS, on February 7, 2018, Plaintiff filed a voluntary petition commencing the above-captioned chapter 7 bankruptcy case;

WHEREAS, on May 7, 2018, Plaintiff was granted a discharge pursuant to 11 U.S.C. § 727;

WHEREAS, on September 3, 2019, Plaintiff commenced the above-captioned adversary proceeding;

WHEREAS, Defendant is the current holder of a claim against Plaintiff based on certain educational loans identified in Plaintiff's Amended Complaint and Defendant's Answer in the above-captioned adversary proceeding;

WHEREAS, Defendant offers a program through which educational loans made by Defendant can be discharged as a result of a borrower's total and permanent disability upon the satisfaction of certain conditions and the successful completion of a specified monitoring period (the "TPD Discharge"); and

WHEREAS, Plaintiff applied to Defendant's TPD Discharge program and was accepted on April 13, 2020, the result of which is that Defendant will voluntarily discharge the educational loans identified in Plaintiff's Amended Complaint and Defendant's Answer in the above-captioned adversary proceeding upon Plaintiff's future successful completion of Defendant's TPD Discharge program.

NOW, THEREFORE, in order to allow Plaintiff's participation in Defendant's TPD Discharge program, the parties stipulate as follows:

1. Pursuant to Federal Rule of Civil Procedure 41(a), as incorporated by Federal Rule of Bankruptcy Procedure 7041, Plaintiff's Complaint in the above-captioned action shall be dismissed without prejudice.
2. The parties shall bear their own costs and attorneys' fees.
3. Pursuant to Local Rule 9011-4(f), the parties authorize the filing of this Stipulation with electronic signatures of Filing Users.

Dated: April 23, 2020

COZEN O'CONNOR

By: /e/ Heather L. Marx

Thomas G. Wallrich, #213354
Heather L. Marx, #321163
33 South Sixth Street, Suite 3800
Minneapolis, MN 55402
Phone: 612-260-9004
Email: twallrich@cozen.com
Email: hmarx@cozen.com

ATTORNEYS FOR PLAINTIFF (b)(6)
(b)(6)

Dated: April 23, 2020

ERICA H. MacDONALD
United States Attorney

By: /e/ Roylene A. Champeaux

ROYLENE A. CHAMPEAUX
Assistant United States Attorney

(b)(6)
Email: (b)(6)

600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415

(b)(6)

ATTORNEYS FOR U.S. DEPARTMENT OF
EDUCATION

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Bankruptcy No.: 18-30332-WJF

(b)(6)

Chapter 7 case

Debtor

(b)(6)

Plaintiff,

vs.

Adversary Case No.: 19-03080

U.S. Department of Education,

Defendant.

ORDER

Based on the foregoing Stipulation for Dismissal without Prejudice as between Plaintiff and Defendant entered into by the parties and upon all of the files, records and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled adversary proceeding is hereby dismissed without prejudice, as between Plaintiff and Defendant, without cost to any of the parties thereto.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2020

BY THE COURT:

William J. Fisher
United States Bankruptcy Judge

Below is a judgment of the court. If the judgment is for money, the applicable judgment interest rate is: N/A.

(b)(6)

THOMAS M. RENN
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

(b)(6)

Debtor.

(b)(6)

Plaintiff,

vs.

**UNITED STATES DEPARTMENT OF
EDUCATION, FED LOAN SERVICING,**

Defendants.

Case No. 18-61590-tmr7

Adv. Proc. No. 18-06047-tmr

STIPULATED JUDGMENT

It is hereby stipulated and agreed, by and between (b)(6) (b)(6) (b)(6) (“Plaintiff”) and Defendant United States Department of Education (“DOE”), that the following facts are true:

1. On May 22, 2018, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United

States Bankruptcy Code, and a discharge of eligible debts was entered on October 12, 2018.

2. Plaintiff commenced this adversary proceeding on July 9, 2018, naming, *inter alia*, DOE as a defendant, by filing a complaint to discharge her student loan debt on the ground that it imposes an undue hardship pursuant to 11 U.S.C. § 523(a)(8).
3. Plaintiff is indebted to DOE pursuant to the following Loan Applications and Promissory Notes (“Notes”) executed by Plaintiff;
 - a. October 23, 2017, Federal Direct Consolidation Loan Application and Promissory Note.
4. As of April 22, 2020, Plaintiff is indebted to the Dept. of Education the total amount due in principal and interest on the Student Loans is \$233,795.57. Certain interest that has accrued on the Student Loans has been capitalized.
5. In order to resolve this matter without the need for further litigation, the parties agree that Plaintiff will make payments to DOE pursuant to the repayment plan described herein on her Student Loan obligations and that dismissal with prejudice of the adversary proceeding against DOE is appropriate under the circumstances set forth below.
6. Within 30 days of entry of a Court order approving this Stipulation, Plaintiff shall apply for repayment of her Student Loans under one of DOE’s Revised Pay As You Earn (“REPAYE”) repayment plan. In applying for REPAYE, Plaintiff shall complete all necessary income-related documentation. Plaintiff must provide this documentation to DOE within 30 days of entry of a Court order approving this Stipulation.
7. Commencing on the effective date of Plaintiff’s acceptance to REPAYE, or a later date if additional information is needed, Plaintiff’s monthly payment will be calculated pursuant to the terms of REPAYE as set forth in 34 C.F.R. Part 685.209(c)(2).
8. Each monthly payment must be made no later than the day established as part of the repayment program application/certification of each month (“Monthly Payment Due Date”), with an allowance of a thirty (30) day grace period for each such monthly payment.
9. The term of Plaintiff’s repayment plan is 300 separate qualifying monthly payments not to

include periods of deferment or forbearance. If Plaintiff complies with all terms and conditions of this Stipulation and the REPAYE plan, including, but not limited to, providing requested information, timely recertifying her income annually as required under 34 C.F.R. Part 685.209(c), timely making the requisite payments, any remaining obligation on her Student Loans will be deemed discharged in bankruptcy.

10. Default will occur under the terms of this stipulation if DOE receives any monthly payment in excess of thirty (30) days after its Monthly Payment Due Date or if Plaintiff fails to comply with the annual recertification guidelines of REPAYE as outlined in 34 C.F.R. Part 685.209(c)(4). If this occurs, Plaintiff ceases to be eligible for discharge of any remaining balance due through bankruptcy upon completion of the repayment plan. In the event Plaintiff defaults on her Student Loan or any term of this Stipulation, then this Stipulation shall become null and void, and all of the original terms of the Student Loan shall again be in effect and DOE will be entitled to recover the original amount of the Student Loan, including unpaid interest, accrued interest, and regulatory collection costs if applicable, less any payments Plaintiff has made.
11. Should DOE fail to provide a monthly reminder notice or receipt for payment to Plaintiff, this does not relieve Plaintiff of her obligation and agreement to make consecutive, timely, monthly payments under REPAYE.
12. Plaintiff may at any time choose to repay her student loan obligations to DOE in full or in part ahead of schedule without prepayment penalty.
13. Nothing herein shall prevent Plaintiff from making monthly payments in an amount greater than the amount calculated pursuant to the repayment plan if she chooses.
14. If any provision of this Stipulation is held invalid, illegal, contravenes any current or future federal regulations, or is unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
15. This Stipulation may not be altered, modified or otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized representatives. Any attempted

oral or implied amendment, modification, or waiver shall be null and void.

16. Except as provided in this Stipulation, all other terms of the Student Loans remain in effect and are hereby incorporated by reference. To the extent that the terms of the Student Loans conflict with the terms of this Stipulation, the terms in this Stipulation control.
17. The parties to this Stipulation acknowledge that they have been represented by independent counsel of their own choice or have chosen to not have their own counsel throughout all of the negotiations that have preceded the execution of this Stipulation.
18. This Stipulation shall constitute the entire agreement between the parties, and it is expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the parties hereto. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Stipulation.
19. Each person signing this Stipulation warrants that he or she is fully authorized to sign this Stipulation on his or her behalf and on behalf of his or her respective predecessors, transferors, and/or assignors, and that the Stipulation is therefore binding upon and enforceable against the same.
20. The Stipulation is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. In the event of Plaintiff's death, ED will discharge the remaining balance of her federal student loan debt in accordance with the provisions of 34 C.F.R. § 685.212.
21. The Parties are bound by the terms of this Agreement until all terms are satisfied in full.
22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Oregon and/ or the United States Bankruptcy Court for the District of Oregon. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.
23. This Agreement is subject to the approval of the Bankruptcy Court. In the event that the

Bankruptcy Court declines to approve this Agreement, it shall be null and void, with no force or effect.

24. This Agreement does not release any claims of the United States of America, on behalf of DOE, including any claims that may arise under Title 26 of the United States Code.
25. The parties stipulate that this adversary proceeding be dismissed without prejudice, with each party to bear their own attorney's fees, costs and expenses. If Plaintiff's re-certification for the repayment plan is rejected or denied, the parties agree that this adversary proceeding may be re-opened.
26. This Agreement is effective on the date of the Court's approval of this Agreement. Facsimiles and electronic transmissions of signatures by the Parties shall constitute acceptable, binding signatures for purposes of this Agreement. This Agreement may be signed in counterparts (including, without limitation, by PDF or facsimile) each of which will be deemed an original and all of which will be taken together and deemed one instrument.

The parties to this Stipulation certify that they have read and fully understand its terms.

Based upon the stipulation of the parties set forth above, good cause having been shown,

IT IS HEREBY ORDERED AS FOLLOWS:

1. (b)(6) DOE Loan debt is not dischargeable pursuant to 11 U.S.C. § 523(a)(8) except as stipulated above, DOE is dismissed as a party to this action, and this action is dismissed without prejudice.
2. The parties shall bear their own costs and fees incurred in this proceeding.

###

IT IS SO STIPULATED:

DATED: 4/27/2020

DATED: 4/27/2020

BILLY J. WILLIAMS
United States Attorney
District of Oregon

/s Michael Fuller
MICHAEL FULLER, OSB# 09357
michael@underdoglawyer.com
OlsenDaines
US Bancorp Tower
111 SW 5th Ave., Suite 3150
Portland, Oregon 97204
Telephone: 503-222-2000
Attorney for Plaintiff

/s Kathleen L. Bickers
KATHLEEN L. BICKERS, (b)(6)
(b)(6)
Assistant United States Attorney
United States Attorney's Office
District of Oregon
1000 SW Third Ave., Suite 600
Portland, Oregon 97204
Telephone: (b)(6)
Attorney for Defendant United States
Department of Education

DATED: 4/27/2020

(b)(6)
Plaintiff

1 DAVID L. ANDERSON (CABN 149604)
United States Attorney
2 SARA WINSLOW (DCBN 457643)
Chief, Civil Division
3 ADRIENNE ZACK (b)(6)
Assistant United States Attorney

4 450 Golden Gate Avenue, Box 36055
5 San Francisco, California 94102-3495
Telephone: (b)(6)
6 FAX: (415) 436-6748
(b)(6)

7 Attorneys for Defendant

8 RYAN P. KEENAN (SBN 298799)
9 KEENAN LAW OFFICES, P.C.
1057 MacArthur Blvd., Ste. 202
10 San Leandro, CA 94577
510-556-1160 (Phone)
11 510-221-6057 (Fax)

12 Attorney for Plaintiff

13 UNITED STATES BANKRUPTCY COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

16 In re) Bankruptcy Case No.: 05-48880
) Chapter 7
17 (b)(6)) Adversary Proceeding No. 19-04004-RLE
)
18 Debtor.)

19 (b)(6)) **STIPULATION FOR ORDER OF**
) **SETTLEMENT AND DISMISSAL AND ENTRY**
20) **OF JUDGMENT**
)

21 Plaintiff,

22 v.

23 UNITED STATES DEPARTMENT OF
EDUCATION,

24 Defendant.
25

26 IT IS HEREBY STIPULATED by and between Plaintiff, (b)(6) and Defendant,
27 United States of America, for itself and on behalf of its agency, the United States Department of

28 STIPULATION FOR ORDER OF SETTLEMENT AND DISMISSAL AND ENTRY OF JUDGMENT

AP NO. 19-04004-RLE

Case: 19-04004 Doc# 24 Filed: 05/14/20 Entered: 05/14/20 20:50:08 Page 1 of 5

1 Education (“U.S. Department of Education”), that the following facts are true and that judgment be
2 entered in this matter as follows:

3 1. On October 15, 2005, Plaintiff filed a voluntary petition for relief under Chapter 7 of the
4 United States Bankruptcy Code, and a discharge of eligible debts was entered on January 25, 2006.

5 2. Plaintiff commenced this adversary proceeding on January 22, 2019, naming the U.S.
6 Department of Education as a defendant, by filing a complaint to discharge her student loan debts on the
7 ground that it imposes an undue hardship pursuant to 11 U.S.C. § 523(a)(8).

8 3. This Court has jurisdiction over this action under 28 U.S.C. § 1334 and venue is proper
9 under 28 U.S.C. § 1409.

10 4. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(I).

11 5. The U.S. Department of Education is an agency of the United States of America.

12 6. Plaintiff is indebted to the U.S. Department of Education pursuant to Promissory Notes
13 executed by Plaintiff in the amount of \$21,080.00 in total on account of student loans she obtained from,
14 or were reinsured by, the U.S. Department of Education (the “Student Loans”). The Student Loans bear
15 both fixed and variable interest rates. Certain interest that has accrued on the Student Loans has been
16 capitalized. These student loans were obtained from or reinsured by the Department of Education prior
17 to October 15, 2005. As of April 15, 2020, the total amount due in principal and interest on the Student
18 Loans is \$117,281.97.

19 7. The Student Loans are education benefit loans within the meaning of 11 U.S.C.
20 § 523(a)(8).

21 8. Plaintiff and U.S. Department of Education agree to a settlement and dismissal of this
22 adversary proceeding on the following terms:

- 23 A. Plaintiff unconditionally agrees that her obligation to Defendant U.S. Department of
24 Education pursuant to the Student Loans shall be nondischargeable.
- 25 B. Plaintiff shall pay the sum of \$3,500.00 in principal balance at an interest rate of 0% in
26 satisfaction of the entire debt stated in Paragraph 6 above.
- 27 C. Plaintiff shall make a lump-sum payment of \$3,500.00 within 60 days of the approval of
28 this Stipulation for Order of Settlement and Dismissal and Entry of Judgment
 (“Stipulation”) by the Bankruptcy Court.

1 9. Upon compliance with and completion of the terms of this Stipulation, Plaintiff's liability
2 under the Student Loans described in Paragraph 6 above shall be deemed satisfied, and any remaining
3 balance due under the original terms of the Student Loans will be discharged.

4 10. The payment shall include Plaintiff's Social Security Number and must be received by
5 the United States no later than the 60th day after the approval of this Stipulation by the Bankruptcy
6 Court. Plaintiff's payment shall be made payable to the U.S. Department of Education and sent to the
7 following address:

8 U.S. Department of Education
9 National Payment Center
10 P.O. Box 790336
11 St. Louis, MO 63179-0336

12 11. If the payment is more than thirty (30) days delinquent, Plaintiff shall be in default. If
13 Plaintiff fails to cure the default within ten (10) days of the date of the letter notifying Plaintiff of such
14 default, then this Stipulation shall become null and void, and all of the original terms of the Student
15 Loans shall again be in effect, including unpaid principal, interest that would have accrued, and
16 regulatory collection costs if applicable, less any payments made under this Stipulation.

17 12. The U.S. Department of Education's failure to provide a reminder notice or receipt for
18 payment does not relieve Plaintiff of her obligation and agreement to make the payment as described
19 above. Plaintiff will notify U.S. Department of Education within ten (10) days of any change in her
20 home address stated in paragraph 22 below.

21 13. Plaintiff may at any time choose to repay her student loan obligation to U.S. Department
22 of Education in full or in part ahead of schedule without prepayment penalty. Consolidation, however,
23 is not considered prepayment. If Plaintiff consolidates the Student Loans, the amount certified will be
24 the amount due under the original terms of the Student Loans, including any charges or fees allowed by
25 federal regulations, and this Stipulation shall become void.

26 14. If any provision of this Stipulation is held invalid, illegal, or unenforceable, the validity,
27 legality, and enforceability of the remaining provisions shall not in any way be affected or impaired
28 thereby.

1 15. This Stipulation may not be altered, modified or otherwise changed in any respect except
2 in writing, duly executed by all of the parties or their authorized representatives. Any attempted oral or
3 implied amendment, modification, or waiver shall be null and void.

4 16. Except as provided in this Stipulation, all other terms of the Student Loans remain in
5 effect and are hereby incorporated by reference. To the extent that the terms of the Student Loans
6 conflict with the terms of this Stipulation, the terms in this Stipulation control.

7 17. The parties to this Stipulation acknowledge that they have been represented by
8 independent counsel of their own choice or have chosen to not have their own counsel throughout all of
9 the negotiations that have preceded the execution of this Stipulation.

10 18. This Stipulation shall constitute the entire agreement between the parties, and it is
11 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the
12 parties hereto. The parties further acknowledge that no warranties or representations have been made on
13 any subject other than as set forth in this Stipulation.

14 19. Each person signing this Stipulation warrants that he or she is fully authorized to sign this
15 Stipulation on his or her behalf and on behalf of his or her respective predecessors, transferors, and/or
16 assignors, and that the Stipulation is therefore binding upon and enforceable against the same.

17 20. This Stipulation is binding upon and inures to the benefit of the parties hereto and their
18 respective heirs, executors, administrators, successors, and assigns.

19 21. Plaintiff's claims against Defendant U.S. Department of Education are hereby dismissed,
20 with prejudice, with each party to bear its own costs, expenses, and attorney's fees.

21 22. All notices pursuant to this Stipulation shall be sent by U.S. Mail, postage paid:

22 If to Plaintiff:

23 (b)(6)
24 [Redacted]

25 If to Defendant:

26 U.S. Department of Education
27 P.O. Box 5609
28 Greenville, TX 75403-5609

1 23. The parties to this Stipulation certify that they have read and fully understand its terms.

2 **IT IS SO STIPULATED AND AGREED.**

3
4 DATED: May 11, 2020

(b)(6)

Plaintiff

5
6
7 DATED: May 11, 2020

KEENAN LAW OFFICES, P.C.

8 /s/ Ryan P. Keenan

9 Ryan P. Keenan
10 Attorney for Plaintiff

11 DATED: May 14, 2020

12 DAVID L. ANDERSON
United States Attorney

(b)(6)

13
14 Adrienne Zack
15 Assistant United States Attorney
16 Attorneys for the U.S. Department of
17 Education

18 Pursuant to Stipulation, it is SO ORDERED this _____ day of May, 2020.

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF VERMONT

IN RE: (b)(6) Debtor, Case No. 14-10443 Chapter 13
(b)(6) Plaintiff, v. Adv. Pro. No. 19-01007
U.S. DEPARTMENT OF EDUCATION, et al., Defendant.

SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS ADVERSARY PROCEEDING

The United States of America, by its attorney, Christina E. Nolan, United States Attorney for the District of Vermont, on behalf of the United States Department of Education, ("DoEd"), and (b)(6) the Debtor, pro se, (b)(6) desiring to settle and resolve their differences without further litigation and avoid the necessity of proceeding to trial, hereby enter into the following stipulation for resolution of issues concerning dischargeability of the Debtor's debt to the DoEd.

Recitals

WHEREAS, on or about April 19, 2011, (b)(6) executed a promissory note to secure a Direct Consolidation loan ("Consolidation Loan") from the DoEd.

WHEREAS, this Consolidation Loan was disbursed for \$100,357.41 on May 23, 2011 at 8% interest per annum and was made by DoEd under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended 20 U.S.C.

§ 1087a *et seq.* (34 C.F.R. Part 685).

WHEREAS, the DoEd has credited a total of \$46,386.19 in payments from all sources, including Treasury Department offsets, to the balance. After application of these payments, (b)(6) owes principal in the amount of \$95,878.96 and interest in the amount of \$21,751.09, for a total debt of \$117,630.05, as of September 20, 2019.

WHEREAS, (b)(6) filed a voluntary petition under Chapter 13 of the United States Bankruptcy Code on August 5, 2014.

WHEREAS, (b)(6) filed the Complaint commencing Adversary Proceeding No. 19-01007 on August 29, 2019 seeking a partial discharge of her Consolidation Loan and contends that she is entitled to a partial discharge under 11 U.S.C. § 523(a)(8) because repaying the loan would impose an undue hardship on her due to anticipated increase in medical expenses and intention to retire from employment in March 2027.

WHEREAS, DoEd disputes any discharge of the loan, including (b)(6) allegation of undue hardship. DoEd contends that (b)(6) cannot meet her burden of proving entitlement to the partial discharge of the loans under the test established in *Brunner v. N.Y. State Higher Education Servicing Corp.*, 831 F.2d 359 (2d Cir. 1987). See also *In re Congdon*, 365 B. R. 433 (Bank Vt. 2007); *In re King*, 368 B.R. 358 (Bank Vt. 2007).

WHEREAS, (b)(6) and DoEd have agreed to settle the Adversary Proceeding amicably and without further litigation, on the following terms and conditions.

Agreement

NOW THEREFORE, the (b)(6) and DoEd agree as follows:

1. (b)(6) shall enter into a repayment plan and pay to DoEd in full settlement and

release of all claims associated with the above-captioned Adversary Proceeding the principal sum of \$82,900.00 (“Settlement Amount”) on the conditions set forth herein. The provisions of the promissory note shall remain in full force and effect.

2. The Settlement Amount shall be paid in full by March 28, 2027, consistent with the attached schedule (Exhibit A), with payments due and received by DoEd, at the address provided below, by the 28th of each month, as follows:

- a. August – December, 2019: \$1,400 per month;
- b. January – December 2020: \$1,200 per month;
- c. January – December 2021: \$1,100.00 per month;
- d. January – December 2022: \$1,000 per month;
- e. January – December 2023: \$900 per month;
- f. January – December, 2024: \$800 per month;
- g. January - December 2025: \$700 per month;
- h. January – December 2026: \$500 per month;
- i. January – March 2027: \$500 per month.

2. Pursuant to Bankruptcy Rule 7041 and Federal Rule of Civil Procedure 41(a)(1)(ii), Adversary Proceeding No. 19-01007, shall be dismissed with prejudice, without costs or attorney’s fees, and (b)(6) agrees that the Order dismissing the Adversary Proceeding may be entered upon the filing of this executed Settlement Agreement.

3. (b)(6) further stipulates and agrees to entry of a consent judgment against her on the entire debt of \$117,630.05 (“Judgment Amount”), with a stay of execution and collection thereon pending payment in full of the Settlement Amount, consistent with Exhibit A, the attached

schedule.

4. Upon entry of the Order on this Stipulation, a Complaint for Judgment on the Debt and a Stipulation for entry of a Consent Judgment in the amount of \$117,630.05 (“Judgment Amount”) will be filed in the United States District Court for the District of Vermont that will provide for the stay of execution on the judgment and shall require payment consistent with this Stipulation. (b)(6) shall waive personal service of the Complaint for Judgment on the Debt and shall accept service of the Complaint by First-Class Mail. Interest on the Judgment Amount shall accrue at the federal post-judgment interest rate then in effect on the date of judgment pursuant to 28 U.S.C. § 1961(a) and shall be computed daily and compounded annually until the judgment is paid in full, but payment of interest shall be waived so long as the Debtor is not in default of this agreement or the terms of payment set forth herein.

5. If (b)(6) defaults on this agreement by failing to timely make any payment provided herein, DoEd may take any action that is authorized by the contracts (promissory notes) and by law to collect the Judgment Amount, including certification for the Treasury Offset Program, under which tax refunds, social security payments and other types of payments may be offset, as well as enforcement of the judgment against interest the Debtor may have in any real and personal property.

6. All monthly payments shall be made payable to the United States Department of Education, shall include the Debtor’s Social Security number and shall be made either (a) by electronic means approved by the Debtor’s loan servicer, or (b) by First Class or other mail service to the following address, unless (b)(6) is notified otherwise by an authorized representative of DoEd:

U.S. Department of Education – Granite State
P.O. Box 4414
Portland, OR 97208-4414

7. This agreement and the schedule for payment of the Settlement Amount are entered into with the understanding that the Debtor's income and repayment ability in the future will be limited to the Settlement Amount, as represented and anticipated by her due to retirement from employment in March 2027 and increased medical expenses, however, should the Debtor's financial condition not be so limited, due to her continued employment, inheritance, or otherwise, or should she have new sources of income, then the DoEd reserves the right to require continued monthly payments up to the full amount of Judgment Amount. This agreement is further entered into on the assumption that the Debtor's representations to the United States have been complete, accurate and truthful, and if found to be otherwise, the DoEd is free to pursue any and all methods for collection of the full amount of the Judgment Amount, notwithstanding any other provision of this agreement.

8. The Debtor agrees that she will provide financial information, including tax returns and a financial statement, with supporting documents and records, by April 15 of each year during which payments of the Settlement Amount are anticipated, and for three years thereafter, with the last financial statement being due on April 15, 2030.

9. Payment of judgment interest shall be waived so long as the Debtor is not in default. Should the Debtor default, judgment interest shall be imposed from the date of the Order on this Stipulation at the rate in effect at the date the Order was entered. Judgment interest shall continue to accrue until the judgment is paid in full. In the event of default, the Debtor's payments, both prior and subsequent to default, will be applied first to accrued interest and then

to judgment principal.

10. If the Debtor dies prior to fully satisfying this debt, DoEd will have a claim against (b)(6) estate, including all real and personal property, including property that may pass by operation of law and even if a probate estate is not opened, for the remaining amount owed to DoEd, up to \$117,630.05, and the claim will have priority over other claims, pursuant to 31 U.S.C. § 3713, if there are insufficient assets in the estate to pay other claims.

11. In the event that the Debtor fails to make any timely monthly payments when due or fails to pay the debt in full as provided in paragraph 2 of this Stipulation, the Debtor shall be in default on this Stipulation and agrees that interest at the statutory rate, as provided by 28 U.S.C. § 1961, shall be due and owing and subject to collection from the date of the Order on this Stipulation, and that the United States may and shall be entitled to enforce and collect the full amount of the judgment \$117,630.05, pursuant to the Federal Debt Collection Procedures Act and any other federal or state law, and to use any and all means of collection, including but not limited to wage garnishment, and offsets of federal tax refunds and other federal payments and benefits due the Debtor, and execution of the judgment against any real or personal property, to which the Debtor hereby consents.

12. In the event of default on this Stipulation and the filing of any action by the United States to enforce collection, the Debtor waives personal service and agrees that service may be completed by First-Class Mail to her address of record in her bankruptcy proceeding. The Debtor further agrees that she shall not raise or file any opposition to such collection efforts. It is further understood that in the event of default, as stated herein, the United States shall not be limited to its agreed-upon minimum monthly payments and that the United States is free to collect the maximum

amount allowable by law, including collection of all interest accrued from the date of the Order on this Stipulation, and to use any and all collection tools permitted by law.

13. (b)(6) and DoEd agree that the debt owed to DoEd shall survive this bankruptcy case and any future voluntary bankruptcy case filed by (b)(6) or involuntary bankruptcy case filed by the (b)(6) creditors; the parties further agree that the full amount of the debt, \$117,630.05, plus interest and fees, if any, is and shall be non-dischargeable now and in the future. *See In re Frye*, 320 B.R. 786 (Bkrcty. D. Vt. 2005) (pre-petition waiver of automatic stay found enforceable where, *inter alia*, agreement was negotiated by parties represented by counsel were sufficiently sophisticated to understand implications of waiver, where enforcing agreement will encourage out of court settlements and the creditor would be prejudiced if the waiver is not enforced).

14. (b)(6) may pay in full the outstanding balance of the Settlement Amount at any time without penalty, however, upon payment earlier than expected, the DoEd reserves the right to require updated financial information and is free to demand payment in full of the Judgment Amount if the United States, in its sole discretion, determines that the Debtor has the continued ability to make additional payments from income or liquidation of assets. Upon payment in full of the Settlement Amount in advance of the payment schedule attached hereto, the United States will file a satisfaction of judgment with the U.S. District Court and discharge all liens recorded by DoEd against (b)(6) property, if the United States determines that the Debtor lacks repayment ability for the remaining balance of the Judgment Amount.

15. This Stipulation constitutes the entire agreement and understanding of the Parties and may not be modified orally.

16. Each Party affirms to the other that they are represented by counsel, or have declined the opportunity to be represented by counsel, in connection with this proceeding and this Stipulation, that the terms are agreeable to them and that they knowingly and freely concur in them and agree to be bound by them.

17. The Parties hereto consent to the entry of all orders and judgments necessary to effectuate this stipulation and agreement.

Dated at Burlington, in the District of Vermont, this 24th day of April, 2020.

Respectfully submitted,

UNITED STATES OF AMERICA

CHRISTINA E. NOLAN
United States Attorney

By: /s/ *Melissa A. D. Ranaldo*
MELISSA A.D. RANALDO
Assistant U.S. Attorney
P.O. Box 570
Burlington VT 05402-0570

(b)(6)

Dated at Providence, in the District of Rhode Island, this 28th day of May, 2020.

(b)(6)

(b)(6)

Plaintiff, *pro se*

(b)(6)

Exhibit A

DATE	Payment Amount	DATE	Payment Amount
08/28/19	\$1,400.00	07/28/23	\$900.00
09/28/19	\$1,400.00	08/28/23	\$900.00
10/28/19	\$1,400.00	09/28/23	\$900.00
11/28/19	\$1,400.00	10/28/23	\$900.00
12/28/19	\$1,400.00	11/28/23	\$900.00
01/28/20	\$1,200.00	12/28/23	\$900.00
02/28/20	\$1,200.00	01/28/24	\$800.00
03/28/20	\$1,200.00	02/28/24	\$800.00
04/28/20	\$1,200.00	03/28/24	\$800.00
05/28/20	\$1,200.00	04/28/24	\$800.00
06/28/20	\$1,200.00	05/28/24	\$800.00
07/28/20	\$1,200.00	06/28/24	\$800.00
08/28/20	\$1,200.00	07/28/24	\$800.00
09/28/20	\$1,200.00	08/28/24	\$800.00
10/28/20	\$1,200.00	09/28/24	\$800.00
11/28/20	\$1,200.00	10/28/24	\$800.00
12/28/20	\$1,200.00	11/28/24	\$800.00
01/28/21	\$1,100.00	12/28/24	\$800.00
02/28/21	\$1,100.00	01/28/25	\$700.00
03/28/21	\$1,100.00	02/28/25	\$700.00
04/28/21	\$1,100.00	03/28/25	\$700.00
05/28/21	\$1,100.00	04/28/25	\$700.00
06/28/21	\$1,100.00	05/28/25	\$700.00
07/28/21	\$1,100.00	06/28/25	\$700.00
08/28/21	\$1,100.00	07/28/25	\$700.00
09/28/21	\$1,100.00	08/28/25	\$700.00
10/28/21	\$1,100.00	09/28/25	\$700.00
11/28/21	\$1,100.00	10/28/25	\$700.00
12/28/21	\$1,100.00	11/28/25	\$700.00
01/28/22	\$1,000.00	12/28/25	\$700.00
02/28/22	\$1,000.00	01/28/26	\$500.00
03/28/22	\$1,000.00	02/28/26	\$500.00
04/28/22	\$1,000.00	03/28/26	\$500.00
05/28/22	\$1,000.00	04/28/26	\$500.00
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07/28/22	\$1,000.00	06/28/26	\$500.00
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09/28/22	\$1,000.00	08/28/26	\$500.00
10/28/22	\$1,000.00	09/28/26	\$500.00
11/28/22	\$1,000.00	10/28/26	\$500.00
12/28/22	\$1,000.00	11/28/26	\$500.00
01/28/23	\$900.00	12/28/26	\$500.00
02/28/23	\$900.00	01/28/27	\$500.00
03/28/23	\$900.00	02/28/27	\$500.00
04/28/23	\$900.00	03/28/27	\$500.00
05/28/23	\$900.00		
06/28/23	\$900.00		
		TOTAL PAYMENT	\$82,900.00

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF VERMONT

In Re:)

(b)(6))

Debtor.)

) Case No. 14-10443
) Chapter 13

(b)(6))

Plaintiff,)

v.)

) Adversary No. 19-01007

U.S. DEPARTMENT OF EDUCATION, et. al.)

Defendants.)

**ORDER ON SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS
ADVERSARY PROCEEDING**

Upon consideration of and pursuant to the Settlement Agreement and Stipulation to Dismiss Adversary Proceeding filed by the United States of America and the Debtor, (b)(6) (b)(6) it is hereby ORDERED that the above-captioned Adversary Proceeding is hereby dismissed, with prejudice and without attorney’s fees or costs, on the terms and conditions set forth therein.

Dated at _____, in the District of Vermont, this ____ day of _____, 2020.

HON. COLLEEN A. BROWN
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF VERMONT

IN RE: (b)(6)) Case No. 14-10443
Debtor,) Chapter 13

(b)(6))
Plaintiff,)
v.) Adv. Pro. No. 19-01007
U.S. DEPARTMENT OF EDUCATION, et al.,)
Defendants.)

CERTIFICATE OF SERVICE

I, Robert LaMoy, Legal Assistant for the United States Attorney’s Office for the District of Vermont, do hereby certify that, on May 28, 2020, I electronically filed the foregoing **SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS ADVERSARY PROCEEDING** with the Clerk of the Court using the CM/ECF system, which will provide service of this filing via Notice of Electronic Filing (“NEF”) to the registered participants as identified on the NEF generated in connection with this document.

I further certify that, on May 28, 2020, I caused to be served a true and correct copy of

this filing via first-class mail, postage prepaid, to the following party entitled to manual service:

(b)(6)

Dated at Burlington, in the District of Vermont, this 28th day of May, 2020.

(b)(6)

Legal Assistant
P.O. Box 570
Burlington, VT 05402-0570
Tel.: (b)(6)
Fax: (802) 951-6540

(b)(6)

CAMERON PHILLIPS

(b)(6)

Idaho State Bar No. 2364
924 Sherman Avenue
Coeur d'Alene, ID 83814
(208) 667-5437
(208) 664-2114 Facsimile

Attorney for Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In the Matter of

(b)(6)

Debtor.

CASE NO. 18-20507

(b)(6)

Plaintiff,

ADVERSARY NO. 18-7009

v.

UNITED STATES DEPARTMENT OF
EDUCATION,

Defendant.

STIPULATION TO DISMISS

Come now, the parties, by and through their counsel of record herein, and hereby stipulate pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) that the plaintiff's complaint herein may be dismissed.

This stipulation is occasioned by the fact that the plaintiff's present income qualifies her for a zero repayment plan under the William D. Ford program, and therefore it is not necessary to determine dischargeability of the plaintiff's loan at this time.

This proceeding shall be dismissed without prejudice, and each party shall bear his/her/its own fees and costs.

DATED this 26th day of June, 2020.

CAMERON PHILLIPS, PA

/s/ Cameron Phillips
Cameron Phillips
Attorney for Plaintiff

DATED this 26th day of June, 2020.

UNITED STATES ATTORNEY

/s/ William M. Humphries
By: WILLIAM M. HUMPHRIES
Assistant United States Attorney

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT on this 29th day of June, 2020, I submitted the foregoing to the Clerk of the Court for service on CM/ECF Registered Participants as reflected on the Notice of Electronic Filing, including, but not limited to, the following:

United States Department of Education
William M. Humphries Bill.Humphries@usdoj.gov

/s/ Cameron Phillips
Cameron Phillips

Submitted by

/s/ Cameron Phillips

Cameron Phillips
Attorney for Debtors

Endorsed by:

/s/ William H. Humphries

William H. Humphries
Attorney for Defendant

3

1 McGREGOR W. SCOTT
 United States Attorney
 2 JEFFREY J. LODGE
 Assistant United States Attorney
 3 2500 Tulare Street, Suite 4401
 Fresno, California 93721
 4 Telephone: (559) 497-4000
 Facsimile: (559) 497-4099
 5 Email: (b)(6)
 Attorneys for the United States Department of Education

6
 7 MEISNER LAW FIRM
 JEFFREY MEISNER (CSB #263718)
 8 500 Capitol Mall, Suite 2350
 Sacramento, California 95814
 9 916.934.2009 (tel)
 10 877.719.6427 (fax)
 11 jeffrey@meisnerlawfirm.com
 Attorney for (b)(6)

12 UNITED STATES BANKRUPTCY COURT
 13 EASTERN DISTRICT OF CALIFORNIA

15 In re:

16 (b)(6)

17 Debtor.

Case No. 18-13935
 Chapter 7

18 Adv. Proceeding No. 19-01093

19 (b)(6)

20 Plaintiff,

21 v.

22 UNITED STATES DEPARTMENT OF
 23 EDUCATION, et al.,

24 Defendants.

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STIPULATION FOR DISMISSAL OF UNITED STATES

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, as incorporated herein by Rule 7041 of the Federal Rules of Bankruptcy Procedure, the parties hereby stipulate that the Complaint to Determine Dischargeability of Debt pursuant to 11 U.S.C. § 523(a)(8) filed on July 29, 2019, be dismissed without prejudice as to the United States Department of Education, each party to bear their own attorney fees and costs. The case shall remain pending as to Navient.

Dated: April 6, 2020

Respectfully submitted,

MEISNER LAW FIRM

/s/ Jeffrey Meisner
Jeffrey Meisner Attorney for Plaintiff/Debtor,
(b)(6)

Dated: April 6, 2020

WINTERS LAW FIRM

(b)(6)
/s/
Dennis Winters CA Bar #89872
23046 Avenida de la Carlota, Suite 600 Laguna
Hills, CA 92653 Telephone: (714) 836-1381
Facsimile: (714) 542-2495 Email:
winterslawfirm@cs.com
Attorney for Defendant/Navient Solutions

Dated: April 6, 2020

McGREGOR W. SCOTT
United States Attorney

By: /s/Jeffrey J. Lodge
Jeffrey J. Lodge
Assistant U.S. Attorney
Attorneys for the United States

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UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re:

(b)(6)

Debtor.

Bankr. No. 19-10514-TWD

(b)(6)

Plaintiff,

v.

UNITED STATES DEPARTMENT OF
EDUCATION,

Defendant.

Adv. Proc. No. 20-01036-TWD

STIPULATION BETWEEN
PLAINTIFF AND THE UNITED
STATES

COME NOW Plaintiff (b)(6) (“Plaintiff”) and Defendant United States of
America, on behalf of the United States Department of Education (“DOE”), by and through their
undersigned counsel of record, and hereby stipulate and agree as follows:

1 1. On February 26, 2019, Plaintiff filed a Voluntary Petition for relief under Chapter
2 13 of the United States Bankruptcy Code under case number 19-10514-TWD.

3 2. On March 26, 2020, Plaintiff's Chapter 13 case was converted to a case for relief
4 under Chapter 7 of the United States Bankruptcy Code.

5 3. On May 13, 2020, Plaintiff filed her Complaint to Determine Dischargeability of
6 a Student Loan Debt. [Docket No. 1.]

7 4. As of May 26, 2020, Plaintiff is indebted to DOE for approximately \$49,554.84
8 accruing interest at a fixed rate of 8.25% and \$2,205.46 accruing interest at a fixed rate of 5.00%
9 (collectively, "Student Loan Obligation").

10 5. Plaintiff and DOE have agreed to resolve their disputes without further litigation.

11 6. All of Plaintiff's claims against DOE are hereby dismissed, with prejudice, and
12 without costs or attorney's fees to Plaintiff or DOE;

13 7. Plaintiff agrees to pay to DOE the sum of \$2,400.00 ("Settlement Amount")
14 toward her Student Loan Obligation as follows:

15 a. Plaintiff shall make consecutive monthly payments in the amount of \$800.00
16 per month for three (3) payments over a period of three months ("Monthly
17 Settlement Payments"), with the first Monthly Settlement Payment due on
18 July 20, 2020; and

19 b. Plaintiff shall make the Monthly Settlement Payments on the 20th day of every
20 month, such that the Monthly Settlement Payments are received no later than
21 the 30th day of every month.
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1 8. Upon repayment of the Settlement Amount in the manner set forth in Paragraph 7,
2 the remainder of Plaintiff's Student Loan Obligation will be deemed discharged in bankruptcy
3 pursuant to 11 U.S.C. § 727.

4 9. If Plaintiff defaults under the terms of this Stipulation by not making the
5 payments identified in Paragraph 7, then this Stipulation shall become null and void, all of the
6 original terms of Plaintiff's DOE student loans shall be reinstated, and the entirety of the Student
7 Loan Obligation, including interest, plus collection activity fees, if applicable, will be
8 immediately due and owing to DOE, which may proceed with any collection procedures
9 permissible by law.
10

11 10. Before declaring Plaintiff in default, DOE shall first provide Plaintiff notice of
12 such default in writing and shall afford Plaintiff thirty (30) days from the date of mailing to cure
13 the default. The notice of default shall be mailed to Plaintiff at the addresses provided below.
14

15 11. If Plaintiff is more than ninety (90) days delinquent on payments of her Student
16 Loan Obligation, her loan servicer will report the delinquency to the three major national credit
17 bureaus, which could lower Plaintiff's credit score and negatively affect her finances.
18

19 12. Nothing herein shall prevent Plaintiff from submitting an application for a Total
20 and Permanent Disability Discharge to DOE should Plaintiff believe she has become qualified
21 for such a discharge.
22

23 13. This Stipulation shall be binding on any successors of DOE or any assignees of
24 the Student Loan Obligation.

25 14. Payments made pursuant to this Stipulation shall be made by check and include
26 the name "(b)(6)" and "account number (b)(6)" and shall be made payable to "US
27 Department of Education" at the following address:
28

1 U.S. Department of Education
2 National Payment Center
3 PO Box 790336
4 St. Louis, MO 63179-0336

5 15. This Stipulation may be signed in counterparts (including, without limitation, by
6 PDF or facsimile) each of which will be deemed an original and all of which will be taken
7 together and deemed one instrument.

8 16. This Stipulation is subject to the approval of the Bankruptcy Court. In the event
9 that the Bankruptcy Court declines to approve this Stipulated Judgment, it shall be null and void,
10 with no force or effect.

11 17. Plaintiff and DOE understand and agree that this Stipulation contains the entire
12 agreement between them, and that any statements, representations, promises, agreements, or
13 negotiations, oral or otherwise, between the parties or their counsel that are not included herein
14 shall be of no force or effect.

15 18. Plaintiff and DOE shall each bear their own attorney's fees and costs incurred in
16 this adversary proceeding.

17 19. Plaintiff hereby agrees to accept the terms set forth in this Stipulation in full
18 settlement and satisfaction of any and all claims, demands, rights, and causes of action of
19 whatsoever kind and nature, arising from the same subject matter that gave rise to the above-
20 captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether
21 known or unknown, and whether for compensatory or exemplary damages. Plaintiff agrees she
22 is foreclosed from seeking any additional relief from DOE arising out of or related to her Student
23 Loan Obligation, including but not limited to, any relief for false certification, fraud, or identify
24 theft.
25
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1 APPROVED FOR ENTRY BY:

2
3 BRIAN T. MORAN
4 United States Attorney

5 */s/ Kristen R. Vogel*

6 KRISTEN R. VOGEL, (b)(6)

7 Assistant United States Attorney
8 United States Attorney's Office
9 700 Stewart Street, Suite 5220
10 Seattle, Washington 98101

11 Phone: (b)(6)

12 Fax: (206) 553-4067

13 Email: (b)(6)

14 Attorney for United States

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LATIFE H. NEU, WSBA #33144

Attorney at Law PLLC

1825 NW 65th Street

Seattle, WA 98117

Email: latife@neulegal.com

Attorney for Plaintiff

(b)(6)

Plaintiff

1 APPROVED FOR ENTRY BY:

2
3 BRIAN T. MORAN
4 United States Attorney

5 KRISTEN R. VOGEL, (b)(6)
6 Assistant United States Attorney
7 United States Attorney's Office
8 700 Stewart Street, Suite 5220
9 Seattle, Washington 98101
10 Phone: (b)(6)
11 Fax: (206) 553-4067
12 Email: (b)(6)
13 Attorney for United States

(b)(6)

(b)(6) LATIFE H. NEU, WSBA #33144
14 Attorney at Law PLLC (b)(6)
15 1825 NW 65th Street
16 Seattle, WA 98117
17 Email: latife@neulegal.com
18 Attorney for Plaintiff

(b)(6)

(b)(6)

(b)(6)
19 Plaintiff

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1 NICHOLAS A. TRUTANICH
United States Attorney
2 District of Nevada

3 (b)(6)

4 PATRICK A. ROSE
Assistant United States Attorney
Nevada Bar No. 5109
5 501 Las Vegas Blvd. So., Suite 1100
Las Vegas, Nevada 89101

6 (b)(6)

7 *Attorneys for the United States*

8
9 **UNITED STATES BANKRUPTCY COURT**
10 **DISTRICT OF NEVADA**

11 In re:
12 (b)(6) and
13 Debtors,

Case No. 2:00-bk-19447-mkn
Chapter 13

14
15 In re:
16 (b)(6) and
17 Plaintiffs,

Adversary Case No. 2:01-ap-02035-mkn

STIPULATION

Complaint filed: March 16, 2020

18 v.

19 United States Department of Education;
20 William Ford Direct Loan Program,
21 Defendants.

22
23 Debtors (b)(6) and (b)(6) (collectively,

24 (b)(6)) and the United States Department of Education (the "Department"), by and
25 through their undersigned counsel, hereby state and stipulate as follows:
26
27
28

- 1 1. Debtors filed a motion and then an Amended Motion to Enforce Court Order
2 and for Declaratory Relief Thereon (ECF Nos. 27, 31) (collectively “Motion”);
- 3 2. The Department filed a response (ECF No. 38), disputing allegations in the
4 Motion;
- 5 3. The dispute concerns the existence and amount of student loan debt that may be
6 owed by (b)(6) to the Department (tracked by the Department as an account
7 with the last four numbers being (b)(6)); and
- 8 4. These parties have resolved the dispute in order to eliminate the risks,
9 uncertainties, and expenses of further litigation.

10 **IT IS HEREBY STIPULATED AND AGREED** the Debtors’ Motion be
11 withdrawn and the adversary case be dismissed with prejudice, each party bearing its own
12 attorneys’ fees and costs.

13 **IT IS HEREBY STIPULATED AND AGREED** that the July 15, 2020, hearing on
14 the Motion is vacated.

15 **IT IS HEREBY STIPULATED AND AGREED** (b)(6) action against Navient
16 Solutions, LLC, which is referenced in the Motion and is pending in the United States
17 District Court for the District of Nevada as Case No. 2:18-cv-02349-RFB-VCF, shall be
18 resolved between the parties thereto in that district court matter.

1 **IT IS HEREBY STIPULATED AND AGREED** this resolution does not
2 constitute, and should not be interpreted as any admission of wrongdoing or liability by the
3 Department; it is entered into for purposes of amicably resolving the dispute and
4 eliminating the risks and uncertainties of, as well as the time, effort, and expenses that
5 parties would otherwise devote to, further litigation in this matter.

6
7 **IT IS SO STIPULATED**, as of this 14th day of July 2020.

<p>8 HAINES & KRIEGER, LLC</p> <p>9</p> <p>10 <u>/s/George Haines</u></p> <p>11 GEORGE HAINES, ESQ.</p> <p>12 Nevada Bar No. 9411</p> <p>13 8985 S. Eastern Ave., Suite 350</p> <p>14 Las Vegas, Nevada 89123</p> <p>702-880-5554</p> <p>info@hainesandkreiger.com</p> <p><i>Attorney for Debtors</i></p>	<p>NICHOLAS A. TRUTANICH United States Attorney</p> <p><u>/s/ Patrick A. Rose</u></p> <p>PATRICK A. ROSE Assistant United States Attorney</p> <p><i>Attorneys for the United States</i></p>
---	---

15
16 **Certificate of Service**

17 I hereby certify that on July 14, 2020, I electronically filed and served the foregoing
18 **Stipulation** with the Clerk of the Court for the United States Bankruptcy Court for the
19 District of Nevada using the CM/ECF system.
20

21 / s/ Patrick A. Rose

22 PATRICK A. ROSE

23 Assistant United States Attorney

24 United States Attorney's Office

25

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re)	
)	
(b)(6))	Case No. 19-16791-MER
	)	Chapter 7
Debtor(s))	
<hr/>		
)	
(b)(6)	)	Adversary Proceeding No.
Chapter 7 Trustee,	)	20-01140-MER
)	
Plaintiff)	
)	
v.)	
)	
UNITED STATES)	
DEPARTMENT OF EDUCATION)	
)	
Defendant)	
)	

STIPULATION FOR DISMISSAL

Plaintiff (b)(6) and Defendant United States Department of Education, by and through their undersigned counsel, hereby submit their Stipulation of Dismissal. In support of the Stipulation, the parties state as follows:

1. Pursuant to FED. R. CIV. P. 41(a)(1)(ii), made applicable herein by FED. R. BANKR. P. 7041, the parties may obtain dismissal of this action by filing of a stipulation of dismissal "signed by all parties who have appeared in the action."
2. The parties hereby stipulate to dismissal of this adversary proceeding with each side to pay its own costs and fees.

WHEREFORE, the parties stipulate to dismissal of this adversary proceeding and pray that the Court grant such other and further relief as deemed proper.

DATED this 16th day of July, 2020.

THE JOHNSON LAW FIRM

/s/ Lars Johnson
Original Signature on File
Lars Johnson, #34344
PO Box 10
Eagle, CO 81631
Phone: 970-688-0436
Lars_johnson@me.com
Attorneys for the Trustee

JASON R. DUNN
United States Attorney

s/ Katherine A. Ross
Katherine A. Ross
Assistant United States Attorney
1801 California Street, Suite 1600
Denver, Colorado 80202
Telephone: (b)(6)
Fax: (303) 454-0411
(b)(6)
Counsel for Defendant

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF VERMONT

IN RE: (b)(6) and)
(b)(6)) Case No. 19-10390
Debtors,) Chapter 7

(b)(6))
Plaintiff,)
v.) Adv. Pro. No. 20-01001
U.S. DEPARTMENT OF EDUCATION,)
Defendant and)
Counterclaim Plaintiff,)
v.)
(b)(6))
Counterclaim Defendant.)

**SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS
ADVERSARY PROCEEDING**

The United States of America, by its attorney, Christina E. Nolan, United States Attorney for the District of Vermont, on behalf of the United States Department of Education, (“DoEd”), and (b)(6) ((b)(6)), the Debtor, by and through her counsel, David W. Lynch, Esq., having resolved and settled the claims that are the subject of this adversary proceeding, hereby enter into the following stipulation for resolution of issues concerning dischargeability of the Debtor’s debt to the DoEd.

Recitals

WHEREAS, on January 15, 2020, (b)(6) filed a Complaint to determine the dischargeability of her student loan debt.

WHEREAS, on January 22, 2020, the Summons and Complaint were served on the United

States Attorney's Office for the District of Vermont, the Office of the General Counsel for the United States Department of Education, and the United States Attorney General.

WHEREAS, on February 19, 2020, the DoEd filed an Answer and Counterclaim to (b)(6) Complaint.

WHEREAS, on March 17, 2020, (b)(6) applied for a permanent administrative discharge ("TPD discharge") of her student loan debt with the DoEd.

WHEREAS, on March 26, 2020, the parties filed a Stipulated Motion to Continue, agreeing to keep this case open and to continue the pretrial conference and discovery in this case for approximately five months, pending the anticipated resolution of (b)(6) TPD discharge application with the DoEd.

WHEREAS, this Court accepted the Stipulated Motion by order entered March 26, 2020, continued the pretrial conference to August 25, 2020, and ordered the parties to submit a proposed scheduling order by August 18, 2020, if all of the claims in (b)(6) Complaint were not resolved by August 4, 2020.

WHEREAS, effective April 21, 2020, the DoEd granted (b)(6) application for a TDP discharge, and granted a conditional discharge of (b)(6) student loans based on her permanent disability.

WHEREAS, because all of (b)(6) claims have been resolved through the DoEd's administrative process, (b)(6) and DoEd hereby agree to settle the Adversary Proceeding amicably and without further litigation, on the following terms and conditions.

Agreement

NOW THEREFORE, (b)(6) and DoEd agree as follows:

1. (b)(6) has accepted the terms of the DoEd's decision, effective April 21, 2020, to grant a conditional discharge of her student loan debt based on her permanent and total disability.
2. By virtue of this stipulation, the adversary proceeding is dismissed without prejudice, without costs being awarded to either party, and with each party bearing its own costs.
3. The United States of America agrees to dismissal, without prejudice, of its counterclaim for judgment on the debt.
4. This Stipulation constitutes the entire agreement and understanding of the Parties and may not be modified orally.
5. Each Party affirms to the other that they are represented by counsel in connection with this proceeding and this Stipulation, that the terms are agreeable to them, and that they knowingly and freely concur in them and agree to be bound by them.
6. The Parties hereto consent to the entry of all orders and judgments necessary to effectuate this stipulation and agreement.

Dated at Burlington, in the District of Vermont, this 25th day of June, 2020.

Respectfully submitted,

UNITED STATES OF AMERICA

CHRISTINA E. NOLAN
United States Attorney

By: /s/ *Melissa A. D. Ranaldo*
MELISSA A.D. RANALDO
Assistant U.S. Attorney
P.O. Box 570
Burlington VT 05402-0570

(b)(6)

Dated at Hinesburg, in the District of Vermont, this 25th day of June, 2020.

(b)(6) Debtor

By her Attorney:

E-Consent Will Be Filed
DAVID W. LYNCH, ESQ.
Attorney for the Debtor
10719 Vt-116
P.O. Box 340
Hinesburg, VT 05461
802-482-2905
dlynch@kohnrathlaw.com

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF VERMONT

IN RE: (b)(6) and Debtors, Case No. 19-10390 Chapter 7

(b)(6) Plaintiff, v. U.S. DEPARTMENT OF EDUCATION, Defendant and Counterclaim Plaintiff, v. (b)(6) Counterclaim Defendant. Adv. Pro. No. 20-01001

ORDER ON SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS ADVERSARY PROCEEDING

Upon consideration of and pursuant to the Settlement Agreement and Stipulation to Dismiss Adversary Proceeding filed by the United States of America and the Debtor, (b)(6) (b)(6) it is hereby ORDERED that the above-captioned Adversary Proceeding, including the United States' counterclaim for judgment on the debt, is hereby dismissed, without prejudice and without attorney's fees or costs being awarded to either party, on the terms and conditions set forth therein.

Dated at _____, in the District of Vermont, this ____ day of June, 2020.

HON. COLLEEN A. BROWN United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF VERMONT

IN RE: (b)(6) and)
(b)(6)) Case No. 19-10390
Debtors,) Chapter 7

(b)(6))
Plaintiff,)
v.) Adv. Pro. No. 20-01001
U.S. DEPARTMENT OF EDUCATION,)
Defendant and)
Counterclaim Plaintiff,)
v.)
(b)(6))
Counterclaim Defendant.)

CERTIFICATE OF SERVICE

I, Robert LaMoy, Legal Assistant for the United States Attorney’s Office for the District of Vermont, do hereby certify that, on June 25, 2020, I electronically filed the foregoing **SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS ADVERSARY PROCEEDING** with the Clerk of the Court using the CM/ECF system, which will provide service of this filing via Notice of Electronic Filing (“NEF”) to the registered participants as identified on the NEF generated in connection with this document.

I further certify that, on June 25, 2020, I caused to be served a true and correct copy of this filing via first-class mail, postage prepaid, to the following party entitled to manual service:

U. S. Department of Education
400 Maryland Ave SW
Washington, DC 20202

Dated at Burlington, in the District of Vermont, this 25th day of June, 2020.

(b)(6)

Legal Assistant
P.O. Box 570
Burlington, VT 05402-0570
Tel.: (b)(6)
Fax: (802) 951-6540

(b)(6)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

IN RE:)

(b)(6))

Debtors.)

) Case No. 3:19-BK-31342-SHB
) Chapter 7

(b)(6))

Plaintiff,)

v.)

UNITED STATES DEPARTMENT OF)
EDUCATION,)

Defendant.)

) Case No. 3:20-AP-03011-SHB
) Adversary Proceeding

STIPULATION OF DISMISSAL

Plaintiff, (b)(6) by and through her attorney, and the United States of America, on behalf of its agency, the Department of Education (“DOEd”), by and through J. Douglas Overbey, United States Attorney for the Eastern District of Tennessee, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, which is incorporated into Rule 7041 of the Federal Rules of Bankruptcy Procedure, stipulate as follows:

1. Plaintiff owes student loan debt to DOEd arising from two promissory notes: (1) a Master Promissory Note – William D. Ford Federal Direct Loan Program, dated July 26, 2008; and (2) a Federal Direct Consolidation Loan Application and Promissory Note, dated January 5, 2015. (Doc. 14-1.) As of May 11, 2020, Plaintiff owed DOEd under these two promissory notes a total of \$120,059.73 (“Student Loans”). (*Id.*)

2. DOEd agrees to re-instate Plaintiff's Student Loans to non-default status and transfer the Student Loans to a non-default servicer so that Plaintiff may apply for a repayment plan.

3. In return, Plaintiff agrees to dismiss this case, without prejudice.

Therefore, the parties agree that this stipulation operates to dismiss this case against DOEd, without prejudice, and without assessing costs to either party. The parties respectfully request that the Court enter an order consistent with this stipulation, if necessary to effectuate this agreement and/or the dismissal and closure of this case.

Respectfully submitted,

PLAINTIFF

/s/ C. Edwin Shoemaker (w/ permission KLS)

C. Edwin Shoemaker
P. O. Box 32561
Knoxville, TN 37930-2561
ceslawfirm@gmail.com
(865) 213-2816

&

J. DOUGLAS OVERBEY
United States Attorney

By: s/ Kenny L. Saffles

Kenny L. Saffles (b)(6)
Assistant United States Attorney
800 Market Street, Suite 211
Knoxville, TN 37902

(b)(6)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE

UNITED STATES OF AMERICA,)
Plaintiff,)
v.)
(b)(6))
Defendant.)

Case No. 2:07-CV-02372-SHM

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Agreement") is entered into between the United States of America, acting through the United States Attorney for the Western District of Tennessee, and on behalf of the United States Department of Education and defendant (b)(6)

The United States of America filed a civil complaint seeking judgment against (b)(6) (b)(6) in district court for the purposes of collecting a claim and representing the interests of the United States of America acting through the United States Department of Education. The indebtedness is a result of loans made to (b)(6) by the United States Department of Education.

1. (b)(6) acknowledges his liability to the United States in the amount of \$18,811.25 plus accruing interest and filing fees arising out of indebtedness to the United States Department of Education as detailed in the complaint filed in this cause. The current balance is \$13,184.77 plus interest.

2. The United States and the United States Department of Education agree to settle, compromise and resolve all issues and actual or potential disputes between them based upon the afore-mentioned matter and claims through the entry of this settlement agreement in the amount

of nine thousand eight hundred and eighty-eight dollars and fifty seven cents (\$9,888.57) in full satisfaction without prejudice of (b)(6) liability. This settlement amount shall be paid on or before October 30, 2020.

3. The payment shall be by wire, certified bank check, or money order made payable to "U.S. Department of Justice" and shall be directed to the:

United States Department of Justice
Nationwide Central Intake Facility
P.O. Box 790363
St. Louis, MO 63179-0363

or to another location as directed by the United States Attorney's Office or the Department of Justice.

4. The United States will record a satisfaction of judgment without prejudice, file a motion to withdraw the wage garnishment Order against his current employer, Memphis, Light, Gas and Water, remove (b)(6) from the treasury offset program, release lien(s) against (b)(6) and send notice to the United States Department of Education once the payment has cleared and posted to the account.

5. (b)(6) and his agents, assigns and heirs hereby release and hold harmless the United States and any agents, servants and employees of the United States acting in their individual or official capacities, from any and all claims, demands and causes of action which currently exist or which may arise as a result of the United States' investigation and settlement of this matter.

6. Each party shall bear his or its own costs and attorneys' fees incurred in any stage of this matter and the settlement thereof.

7. The district court shall retain jurisdiction over this case for purposes of enforcing the Settlement Agreement.

8. This is a publicly available document, and (b)(6) waives any claim that this or any other document filed in this case along with any information contained therein is subject to the Privacy Act of 1974, 5 U.S.C. § 552a.

AGREED:

For Plaintiff United States of America

D. MICHAEL DUNAVANT
UNITED STATES ATTORNEY

By: REAGAN FONDREN Digitally signed by REAGAN FONDREN
Date: 2020.08.03 14:26:42 -05'00'

Dated: 8/3/2020

Reagan Fondren (b)(6)
Assistant United States Attorney
167 N. Main Street, 8th Floor
Memphis, TN 38103
(b)(6)
901-544-4230 fax
(b)(6)

For Defendant (b)(6)

By: (b)(6)

Dated: 8-3-20

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 7
	:	
(b)(6)	:	Case No. 20-40548-CFC
	:	
Debtor,	:	
-----X		
-----X		
(b)(6)	:	Adv. Pro. No. 20-01012
	:	
Plaintiff,	:	
	:	
-against-	:	
	:	
U.S. DEPARTMENT OF EDUCATION, and	:	
NAVIENT CORPORATION,	:	
	:	
Defendants.	:	
-----X		

AGREEMENT TO COMPROMISE ADVERSARY PROCEEDING

This Agreement to Compromise Adversary Proceeding (the "Agreement") is made and entered into by (b)(6) (the "Plaintiff-debtor") and the U.S. Department of Education (the "DOE"). Plaintiff-debtor and the DOE may each be referred to herein as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS on January 28, 2020, the Plaintiff-debtor filed this adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure ("FRBP") 7001(6) by filing a complaint ("Complaint") against the DOE and Navient Corporation, seeking to discharge the Plaintiff-debtor's educational loan debt owed to the DOE pursuant to section 523(a)(8) of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"); and

WHEREAS, on March 5, 2020, the Court so-ordered the Stipulation filed between the Plaintiff-debtor and Navient Corporation, dismissing Navient Corporation as a defendant in

this adversary proceeding [Adv. P. Dkt. 12]; and

WHEREAS, the DOE filed an answer to the Complaint on March 11, 2020 [Adv. P. Dkt. 13]; and

WHEREAS, the Parties now desire to resolve, compromise, and settle this adversary proceeding, without further litigation, subject to the Court's approval under FRBP 7041;

NOW THEREFORE, IT IS HEREBY, STIPULATED, CONSENTED TO, AND AGREED, by and between the Plaintiff-debtor and the DOE, through their respective undersigned counsel, as follows:

1. The Plaintiff-debtor concedes and acknowledges that, as of the date hereof, she owes a debt to the DOE in the aggregate amount of approximately \$8,411.13 (the "Student Loan Debt").

2. The DOE concedes and acknowledges that the Plaintiff-debtor's Student Loan Debt qualifies as a dischargeable debt.

3. Subject to the Court's approval under FRBP 7041, Plaintiff-debtor will voluntarily dismiss this adversary proceeding complaint.

4. Upon the Court's approval under FRBP 7041 above, the DOE will adjust Plaintiff-debtor's loan account(s) to reflect no indebtedness is owed to the DOE by the Plaintiff-debtor, and the DOE will permanently write-off the Student Loan Debt as discharged pursuant to this Agreement.

5. The Plaintiff-debtor agrees to release, remise, and forever discharge the United States of America, the DOE, and its agencies, agents, officers, and employees, past and present, from all claims or causes of action (including administrative claims) which debtor and her heirs, agents, assigns, representatives, and successors ever had, now have, or hereafter may have

(b)(6)

v. DOE, 20-01012-ccc - Agreement to Compromise Adversary Proceeding, Page 3

against the United States, the DOE and its agencies, agents, officers, and employees, past and present, in relation to her federal student loan debt or the discharged obligation to pay the DOE.

6. Each Party to the action will bear responsibility for its own costs and attorneys' fees in this matter, and the Plaintiff-debtor expressly agrees to waive any and all rights she may potentially have to recover attorneys' fees and/or interest or costs under the Equal Access to Justice Act, the Bankruptcy Code, or any other legal or statutory predicate.

Dated: Brooklyn, New York
August 5, 2020

SETH D. DuCHARME
Acting United States Attorney
Eastern District of New York
Attorney for the Department of Education
271-A Cadman Plaza East, 7th Floor
Brooklyn, New York 11201

By: /s/ Matthew J. Modafferi
MATTHEW J. MODAFFERI
Assistant U.S. Attorney
(b)(6)

Dated: New York, New York
August 5, 2020

SCHULTE ROTH & ZABEL LLP
Attorneys for Debtor-Plaintiff
919 Third Avenue
New York, New York 10128

By: (b)(6)
JAMES BENTLEY
(b)(6)

AGREED AND CONSENTED TO BY:

Dated: Queens, New York
08/28, 2020

(b)(6) (b)(6)
(b)(6)
Plaintiff-Debtor (b)(6)

On the 28 day of August in the year 2020, (b)(6) known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to above, personally appeared before me and acknowledged that she executed the same.

Seal:

MAGDI ELKOURI
Notary Public, State of NY
No. 01EL6062802
Queens County
Commission Expires 08/20/2024

(b)(6)
NOTARY PUBLIC

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 7
	: :
(b)(6)	: Case No. 20-40548-CEC
	: :
Debtor.	: :
-----X	
-----X	
(b)(6)	: Adv. Pro. No. 20-01012
	: :
Plaintiff,	: :
	: :
-against-	: :
	: :
U.S. DEPARTMENT OF EDUCATION, and	: :
NAVIENT CORPORATION,	: :
	: :
Defendants.	: :
-----X	

STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE

This Stipulation of Settlement is made and entered into by (b)(6) (the "Plaintiff-debtor") and the U.S. Department of Education (the "DOE"). Plaintiff-debtor and the DOE may each be referred to herein as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS on January 28, 2020, the Plaintiff-debtor filed this adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure ("FRBP") 7001(6) by filing a complaint ("Complaint") against the DOE and Navient Corporation, seeking to discharge the Plaintiff-debtor's educational loan debt owed to the DOE pursuant to section 523(a)(8) of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq.; and

WHEREAS, on March 5, 2020, the Court so-ordered the Stipulation filed between the Plaintiff-debtor and Navient Corporation, dismissing Navient Corporation as a defendant in this adversary proceeding [Adv. P. Dkt. 12]; and

WHEREAS, the DOE filed an answer to the Complaint on March 11, 2020 [Adv. P. Dkt. 13]; and

WHEREAS, the Parties now desire to resolve, compromise, and settle this adversary proceeding, without further litigation; and

NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by and between the Plaintiff-debtor and the DOE, through their respective undersigned counsel, as follows:

1. The debt owed by Plaintiff-debtor to the DOE, in the aggregate amount of approximately \$8,411.13, is dischargeable pursuant to the discharge granted under 11 U.S.C. § 727 in the debtor's chapter 7 bankruptcy case on May 6, 2020, and is not excepted from discharge under the exceptions provided in 11 U.S.C. § 523.

2. Subject to the Court's approval under FRBP 7041, the Plaintiff-debtor voluntarily dismisses this adversary proceeding pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and FRBP 7041, with prejudice against refiling and without attorneys' fees, costs, or expenses to the Plaintiff-debtor or the DOE.

3. The Plaintiff-debtor expressly agrees to waive any and all rights she may potentially have to recover attorneys' fees and/or interest or costs under the Equal Access to Justice Act, the Bankruptcy Code, or any other legal or statutory predicate.

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(b)(6) v. *DOE, et al.*, Stipulation of Settlement and Dismissal with Prejudice
Case No. 20-40548-CEC
Adv. Pro. No. 20-01012-CEC
Page 3

Dated: Brooklyn, New York
September 3, 2020

SETH D. DuCHARME
Acting United States Attorney
Eastern District of New York
Attorney for the Department of Education
271-A Cadman Plaza East, 7th Floor
New York, New York 11201

By: /s/ Matthew J. Modafferi
MATTHEW J. MODAFFERI
Assistant U.S. Attorney
(b)(6)

Dated: New York, New York
September 3, 2020

SCHULTE ROTH & ZABEL LLP
Attorneys for Debtor-Plaintiff
919 Third Avenue
New York, New York 10128

By: /s/ James Bentley
JAMES BENTLEY
(b)(6)

SO ORDERED:

Dated: Brooklyn, New York
September 18, 2020



(b)(6)

Carla E. Craig (b)(6)
United States Bankruptcy Judge

Safa Michael Riadh
VALIANT LAW
Attorney at Law
Safa@lawyercda.com
Idaho State Bar No. 10368
924 Sherman Avenue
Coeur d'Alene ID 83814
(208) 667-5437
(208) 664-2114 Fax

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In re:

(b)(6)

Debtor.

Bankruptcy Case No. 18-20750-TLM

(b)(6)

Plaintiff,

Adversary Case No. 19-07005-JMM

v.

UNITED STATES DEPARTMENT OF
EDUCATION,

Defendant.

STIPULATION FOR JUDGMENT OF DISCHARGE

COME NOW Defendant United States Department of Education (hereinafter "Education"), by and through its undersigned counsel of record, and Plaintiff (b)(6)

(b)(6) by and through his counsel of record, Safa Michael Riadh, and hereby stipulate and agree as follows:

1. Plaintiff executed a FFELP Federal Consolidation Loan Application and Promissory Note ("The Note") for a federally guaranteed student loan on May

17, 2003. ECF No. 8-1. According to the National Student Loan Data System, \$29,693 was disbursed under The Note as a loan on or about July 7, 2003.

2. The Note evidences a student loan(s) qualifying under 11 U.S.C. §523(a)(8) and made to Plaintiff under a program funded in whole or in part by a governmental unit or nonprofit institution or a student loan made, insured, or guaranteed by a government unit within the meaning of 11 U.S.C. §523(a)(8).
3. According to the answer of ECMC filed at docket number 8, the unpaid balance of The Note was \$31,298.03, as of April 21, 2019. ECF No. 8.
4. In this case, Plaintiff alleges that repayment of his student loan obligation would cause an undue hardship for himself.
5. Plaintiff filed a Total and Permanent Disability Application, a program offered by the U.S. Department of Education for those qualifying based on disability wherein an administrative discharge of the debt is allowed pending a three-year monitoring period.
6. The U.S. Department of Education granted the Total and Permanent Disability Application.
7. While granting a Total and Permanent Disability Application does not automatically or by itself mean that there is an undue hardship under 11 U.S.C. § 523(a)(8), in this case Plaintiff and Education stipulate that requiring Plaintiff to repay the Note would impose an undue hardship on the Plaintiff, and The Note and associated student loan debt is therefore dischargeable under 11 U.S.C. § 523(a)(8).

8. Each party hereto agrees to bear his/her/its own costs, expenses and attorney's fees in connection with the aforementioned lawsuit and claims.
9. The parties to this Stipulation certify that they have read and fully understand its terms.
10. The parties request the Court to approve this Stipulation and enter a Judgment of Discharge. After a Judgment of Discharge is entered, the case may be closed.

SO STIPULATED.

DATED this 12th day of August, 2020.

VALIANT LAW

/s/ Safa Michael Riadh

Safa Michael Riadh

Attorney for Debtor/Plaintiff

DATED this 11th day of August, 2020.

BART M. DAVIS

UNITED STATES ATTORNEY

By

/s/ (email authorization 8/11/2020)

WILLIAM M. HUMPHRIES

ASSISTANT UNITED STATES ATTORNEY

1 McGREGOR W. SCOTT
United States Attorney
2 JEFFREY J. LODGE
Assistant United States Attorney
3 2500 Tulare Street, Suite 4401
Fresno, California 93721
4 Telephone: (559) 497-4000
Facsimile: (559) 497-4099
5 Email: (b)(6)

6 Attorneys for the United States Department of Education

7
8 UNITED STATES BANKRUPTCY COURT
9 EASTERN DISTRICT OF CALIFORNIA
10

11 In re:

12 (b)(6)

13 Debtor.

14 (b)(6)

15 Plaintiff,

16 v.

17 U.S. DEPARTMENT OF EDUCATION,
18 Defendants.
19
20

Case No. 19-25182-C-7
Chapter 7

Adv. Proceeding No. 19-02154-C
DCN: USA-1

Date: None
Time:
Court: Dept. E, Ctrm. 35, 6th Floor
501 I Street, Sacramento CA
Judge: Hon. Christopher M. Klein

21 **STIPULATION FOR ENTRY OF JUDGMENT DISCHARGING STUDENT LOANS**
22 **HELD BY THE UNITED STATES DEPARTMENT OF EDUCATION**

23 The parties, by and through their respective counsel hereby stipulate that Plaintiff, (b)(6)

24 (b)(6) agrees she has no intention of incurring any more educational debt and agrees that she will not
25 pursue further student loans in the future and that Defendant, the United States Department of
26 Education, consents to entry of judgment granting a discharge of the plaintiff's student loans
27 pursuant to 11 U.S.C. § 523(a)(8), each party to bear their own attorney fees and costs. The parties
28 request an order from the Court approving the stipulation and removing all matters off the calendar

1 IT IS SO STIPULATED.

2 Dated: September 15, 2020

Respectfully submitted,

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McGREGOR W. SCOTT
United States Attorney

By: /s/Jeffrey J. Lodge
Jeffrey J. Lodge
Assistant U.S. Attorney
Attorneys for the United States

Dated: September , 2020

October 14, 2020

(b)(6)

By:

Dated: September , 2020

October 23, 2020

Keenan Law Offices, P.C.

(b)(6)

By:

Ryan P. Keenan
Attorneys for the Plaintiff

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

(b)(6)

Debtor.

Chapter 7

Case No. 19-11516 (MEW)

(b)(6)

Plaintiff,

Adv. Pro. No. 20-01089 (MEW)

v.

United States Department of Education,

Defendant.

**STIPULATION BETWEEN (b)(6) AND THE
UNITED STATES DEPARTMENT OF EDUCATION AND ORDER REGARDING
DISCHARGEABILITY OF EDUCATIONAL LOANS UNDER 11 U.S.C. § 523(a)(8)**

WHEREAS, Debtor (b)(6) (“Plaintiff,” or the “Debtor”), filed a voluntary petition for relief pursuant to Chapter 7 of Title 11 of the United States Code (“Bankruptcy Code”) on May 10, 2019;

WHEREAS, this Court entered an order of discharge in Plaintiff’s Chapter 7 case on August 7, 2019 (Case No. 19-11516, Dkt. No. 9) (the “Prior Discharge Order”), and Plaintiff’s Chapter 7 case was thereafter closed on August 12, 2019;

WHEREAS, on March 10, 2020, Plaintiff filed a motion seeking entry of an order reopening her case pursuant to Section 350(b) of the Bankruptcy Code (Case No. 19-11516, Dkt. No. 11) for the purpose of commencing this adversary proceeding, which motion was granted by this Court on April 14, 2020 (Case No. 19-11516, Dkt. No. 13);

WHEREAS, pursuant to Section 523(a)(8) of the Bankruptcy Code, the Prior Discharge Order did not automatically result in a discharge the following educational loan debt of the Debtor to the DOE:

Loan Type	Disbursement Amount	Current principal balance	Outstanding interest
Direct Subsidized Consolidation Loan	\$30,850.35	\$36,403.42	\$1,109.87
Direct Unsubsidized Consolidation Loan	\$124,092.82	\$166,105.38	\$5,249.88

(collectively, the “DOE Loans”);

WHEREAS, Plaintiff filed this adversary proceeding (the “Adversary Proceeding”) against defendant the United States Department of Education (“DOE”) on May 20, 2020, seeking a declaration that excepting the DOE Loans from discharge would constitute an “undue hardship” on her and her (b)(6) as that phrase is used in 11 U.S.C. § 523(a)(8), and entry of an order discharging the DOE Loans; and

WHEREAS, the DOE has determined, after due inquiry, not to contest Plaintiff’s claim of “undue hardship” under 11 U.S.C. § 523(a)(8).

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The DOE Loans at issue in this action are dischargeable pursuant to 11 U.S.C. § 523(a)(8) and 727. Therefore, the Plaintiff’s liability on the DOE Loans, including for all accrued interest, principal, costs, charges, or fees, is included within the Prior Discharge Order and is, therefore, hereby and thereby **discharged**.

2. The Adversary Proceeding is hereby dismissed, with prejudice, with each party to bear its own costs, expenses, and attorneys’ fees in connection with this action.

3. This Stipulation and Order resolves all of the claims against the DOE in the Adversary Proceeding.

4. This Stipulation and Order is subject to the approval of the Bankruptcy Court. In the event that the Court declines to enter it, this Stipulation and Order shall be null and void, with no force or effect.

5. This Court retains jurisdiction to enforce the provisions of this Stipulation and Order and the Prior Discharge Order.

Dated: November 9, 2020
New York, New York

PATTERSON BELKNAP WEBB & TYLER
LLP

AUDREY STRAUSS
Acting United States Attorney
Southern District of New York

By: s/**Daniel A. Lowenthal**

Daniel A. Lowenthal
Brian P. Guiney
David S. Kleban
Wolete Moko
1133 Avenue of the Americas
New York, NY 10036
(212) 336-2000
dalowenthal@pbwt.com
bguiney@pbwt.com
dkleban@pbwt.com
wmoko@pbwt.com

Counsel for Plaintiff

By: s/ **Joshua E. Kahane**

Joshua E. Kahane
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007

(b)(6)

*Counsel for the United States Department of
Education*

SO ORDERED this 9th day of November, 2020.

s/Michael E. Wiles
HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

In Re:

(b)(6)

Debtor.

**CASE NO. 20-40208
CHAPTER 7**

(b)(6)

Plaintiff,

v.

**U.S. DEPT. OF EDUCATION &
COAST PROFESSIONAL, INC.**

Defendants.

ADVERSARY NO. 20-04073

AGREED MOTION TO DISMISS ADVERSARY PROCEEDING

COMES NOW Plaintiff (b)(6) and files this Agreed Motion to Dismiss her Adversary Complaint in its entirety pursuant to Fed. R. Civ. P. 41(a)(2) which applies in adversary proceedings pursuant to Bankruptcy Rule 7041, and in support would show the following:

I.

Plaintiff filed this Adversary Proceeding seeking a turnover of \$704 in wages garnished but not refunded by the Defendants United States Department of Education and Coast Professionals, Inc. after she filed for relief under Chapter 13 of the United States Bankruptcy Code on February 3, 2020.

II.

On February 5, 2020, which was two days after the Petition date of Plaintiff's Chapter 13 proceeding, the Defendant United States Department of Education (U.S. Dept. of Education) issued a notice to stop the wage garnishment to Plaintiff's employer. The U.S. Dept. of Education's notification to the employer was entitled "Notice of Cancellation of Order For Withholding Wages", and was sent to the employer by regular mail. However, wages were inadvertently garnished post-petition, and wages totaling \$704.00 were not refunded to the Plaintiff.

III.

Following service of this Adversary Petition upon the Defendant U. S. Dept. of Education, the U.S. Dept. of Education issued a full refund to the Plaintiff of the post-petition garnished wages sought for turnover by Plaintiff in this Adversary Proceeding.

IV.

The parties agree that all wages belonging to the Plaintiff which were inadvertently garnished post-petition have been refunded and paid in full to the Plaintiff. The parties also stipulate that there was no willful violation of the automatic stay by the named Defendants, including the U. S. Dept. of Education and Coast Professionals, Inc.

V.

Further, Defendant U.S. Dept. of Education agrees to pay the sum of \$1000.00 in attorney's fees to counsel for Plaintiff, C. Daniel Herrin, that were incurred in relation to

this Adversary Proceeding.

VI.

Counsel for Defendant U.S. Dept. of Education and Counsel for Defendant Coast Professionals, Inc. have been contacted, and they both agree to dismissal without prejudice of this Adversary Proceeding in its entirety.

WHEREFORE, Plaintiff moves the Court to dismiss this Adversary Proceeding in its entirety without prejudice, pursuant to Fed. R. Civ. P. 41(a)(2) which applies in adversary proceedings pursuant to Bankruptcy Rule 7041, that Plaintiff take nothing in damages, and that pursuant to their agreement, the Court award \$1000 in attorney's fees to Plaintiff's counsel which fee award the Defendant United States Department of Education agrees to pay in full, and for such other and further relief as the Court deems appropriate.

Respectfully submitted,

/s/ C. Daniel Herrin

C. Daniel Herrin

SBOT: #24065409

Herrin Law

4925 Greenville Avenue, Suite 130

Dallas, Texas 75206

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Plaintiff's Agreed Motion to Dismiss has been electronically filed, this 16th day of November, 2020, addressed to:

Ruth Harris Yeager
Assistant U. S. Attorney
110 N. College, Suite 700
Tyler, Texas 75702

Charles R. Penot, Jr.
Sessions, Fishman, Nathan & Israel
900 Jackson Street, Suite 440
Dallas, Texas 75202

/s/ C. Daniel Herrin
C. Daniel Herrin

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

(b)(6)

Case No.: 20-40500
Chapter 7 Case

Debtor.

(b)(6)

Plaintiff,

v.

Adv. Case No.: 20-04079

Educational Credit Management Corporation
(ECMC) and U.S. Department of Education

Defendants.

**STIPULATION AND CONSENT TO ENTRY OF ORDER
DISCHARGING STUDENT LOANS**

(b)(6) (“(b)(6)”) (“Plaintiff”), and Educational Credit Management Corporation (ECMC) and U.S. Department of Education (the “Defendants”) by their attorneys stipulate as follows:

STIPULATION

1. On or about February 21, 2020 (the “Filing Date”), Mr. (b)(6) filed a voluntary petition under chapter 7 of title 11 of the United States Code (the “Bankruptcy Code”). The court entered an order of discharge on May 20, 2020 (the “Bankruptcy Case”).

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334.

3. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I).

4. Venue is proper pursuant to 28 U.S.C. § 1409(a).

5. After 9/11/2001, Mr. (b)(6) suffered from (b)(6) and (b)(6)

(b)(6) He later (b)(6) and suffered (b)(6)

6. The following table identifies the Student Loans received by Mr. (b)(6)

Loan	College	Disbursement Date	Principal
American Education Services Unsubsidized Loan	(b)(6)	8/30/2005	\$1,876
American Education Services Subsidized Loan	(b)(6)	8/30/2005	\$1,409
Navient Solutions, LLC Unsubsidized Loan	(b)(6)	9/5/2006	\$9,381
Navient Solutions, LLC Subsidized Loan	(b)(6)	9/5/2006	\$3,560
Navient Solutions, LLC Unsubsidized Loan	(b)(6)	4/17/2007	\$3,039
Navient Solutions, LLC Subsidized	(b)(6)	4/17/2007	\$1,187
FedLoan Servicing Unsubsidized Loan	(b)(6)	7/28/2010	\$10,943
FedLoan Servicing Subsidized Loan	(b)(6)	7/28/2010	\$4,245
FedLoan Servicing Unsubsidized Loan	(b)(6)	3/16/2011	\$7,038
FedLoan Servicing Subsidized Loan	(b)(6)	3/16/2011	\$3,722
FedLoan Subsidized Loan	(b)(6)	3/16/2011	\$3,722
FedLoan Unsubsidized Loan	(b)(6)	12/20/2011	\$3,379
FedLoan Subsidized Loan	(b)(6)	12/20/2011	\$1,737
		TOTAL	\$55,238.00

7. In total, Mr. (b)(6) owes the Defendants approximately \$55,238.00 for the Student Loans.

8. All of the student loans are currently held by the defendants.

9. Due to Mr. (b)(6) health and his continued physical restrictions due to his (b)(6) Mr. (b)(6) is unable to work full-time.

10. Mr. (b)(6) has neither attachable assets nor any assets that could be liquidated to satisfy the Student Loans.

11. Mr. (b)(6) will live a life of undue hardship if forced to repay his Student Loans because his expenses exceed his income and his health and physical restrictions prevent his from working full-time.

12. Mr. (b)(6) Student Loans are qualified educational loans under section 523(a)(8) of the Bankruptcy Code.

13. Under section 523(a)(8) of the Bankruptcy Code, qualified educational loans are not dischargeable under section 727 of the Bankruptcy Code unless excepting an educational loan from discharge would impose an undue hardship on the debtor.

14. Based on Mr. (b)(6) current and expected future income, his health, and his physical limitations after suffering a (b)(6) excepting the Student Loans from Mr. (b)(6) discharge would impose an undue hardship on Mr. (b)(6)

15. Therefore, Mr. (b)(6) is entitled to an order finding and concluding that the Student Loans are dischargeable under 11 U.S.C. § 727.

16. Whereby the parties stipulate and consent to an order for judgment.

17. Pursuant to Local Rule 9011-4(f), each of the undersigned hereby authorizes the e-filing of this stipulation with their electronic signatures affixed below.

Dated: December 8, 2020

/s/ James L. Baillie

James L. Baillie (#003980)
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402
Phone: (612) 492-7000
Email: jbaille@fredlaw.com

Attorney for the Plaintiff

Dated: December 8, 2020

/s/ A.L. Brown

A.L. Brown (#0331909)
Capitol City Law Group, LLC
The Allen Building
287 East Sixth Street, Suite 20
Saint Paul, Minnesota 55101
Phone: (651) 705-8580
E-mail: a.l.brown@cclawg.com

Attorney for ECMC

Dated: December 8, 2020

/s/ Roylene A. Champeaux

ERICA H. MacDONALD
United States Attorney

BY: ROYLENE A. CHAMPEAUX
Assistant United States Attorney

(b)(6)

Email: (b)(6)

600 United States Courthouse
300 South Fourth Street
Minneapolis, Minnesota 55415

(b)(6)

Attorneys for the U.S. Department of
Education

71503204 v1

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

(b)(6)

Case No.: 20-40500
Chapter 7 Case

Debtor.

(b)(6)

Plaintiff,

v.

Adv. Case No.: 20-04079

Educational Credit Management Corporation
(ECMC) and U.S. Department of Education

Defendants.

ORDER FOR JUDGMENT

1. Based on the foregoing stipulation the court finds that excepting the Student Loans from the discharge under 11 U.S.C. § 727 would impose an undue hardship on (b)(6) (b)(6) within the meaning of 11 U.S.C. § 523(a)(8).

2. (b)(6) Student Loans are hereby discharged pursuant to 11 U.S.C. § 523(a)(8) and 11 U.S.C. § 727.

Dated:

Michael E. Ridgway
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re: (b)(6)) No. 19-14192

Debtor.) Chapter 7

(b)(6)

Plaintiff,

v.

Judge Baer

UNITED STATES DEPARTMENT OF
EDUCATION and NATIONAL
RECOVERIES, INC.,

No. 19-891

Defendants.

STIPULATION AND NON-OPPOSITION TO DISCHARGE

Plaintiff (b)(6) and defendant United States Department of Education

stipulate and agree as follows:

1. (b)(6) filed the above captioned adversary proceeding to determine the dischargeability of student loan debt based on undue hardship pursuant to 11 U.S.C. § 523(a)(8).

2. On or about November 14, 1998, (b)(6) executed a promissory note for a direct consolidation loan from the Department of Education that was disbursed on November 23, 1998, and November 26, 1998, in the aggregate amount of \$42,772.81 (the "Department Loan"). As of November 30, 2020, the balance of the Department Loan, including principal and interest, was \$72,950.06.

3. The Department of Education currently holds all right, title, and interest in the Department Loan.

4. The Department Loan was made to (b)(6) under programs funded in whole or in part by a governmental unit within the meaning of 11 U.S.C. § 523(a)(8).

5. (b)(6) and the Department of Education stipulate that requiring (b)(6) to repay the Department Loan would impose an undue hardship on (b)(6) and the Department Loan is therefore dischargeable under 11 U.S.C. § 523(a)(8).

6. The discharge of the Department Loan will resolve this adversary proceeding, including as to defendant National Recoveries, Inc.

7. The parties agree to bear their own costs, expenses, and attorney's fees in this case.

8. The parties certify that they have read and fully understand this stipulation.

JOHN R. LAUSCH, Jr.
United States Attorney

By: (b)(6)

DAVID H. DECELLES
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604

(b)(6)

(b)(6)

1 DAVID L. ANDERSON (CABN 149604)

United States Attorney

2 SARA WINSLOW (DCBN 457643)

Chief, Civil Division

3 EMMET P. ONG (b)(6)

4 Assistant United States Attorney

5 1301 Clay Street, Suite 340S

Oakland, California 94612-5217

6 Telephone: (b)(6)

7 Facsimile: (510) 637-3724

8 E-mail: (b)(6)

Attorneys for Defendant

9 U.S. DEPARTMENT OF EDUCATION

10 UNITED STATES BANKRUPTCY COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 OAKLAND DIVISION

14 In re:

15 (b)(6)

16 Debtor.

17 (b)(6)

18 Plaintiff,

19 v.

20 U.S. DEPARTMENT OF EDUCATION *et al.*,

21 Defendants.

) Case No. 19-41690

) Chapter 13

) Adversary Proceeding No. 20-04006

) **STIPULATION REGARDING SETTLEMENT**
) **AND DISMISSAL**

1 IT IS HEREBY STIPULATED by and between Plaintiff (b)(6) (“Plaintiff”) and
2 Defendant U.S. Department of Education (“Department”), by and through their respective attorneys, as
3 follows:

4 WHEREAS, on June 22, 2017, Plaintiff requested that the Department consolidate certain
5 student loan debt pursuant to a Federal Direct Consolidation Loan Application and Promissory Note
6 under the William D. Ford Federal Direct Loan Program;

7 WHEREAS, pursuant to Plaintiff’s request, the Department made a Direct Consolidation Loan
8 (“Loan”) to Plaintiff with an origination balance of \$133,016.77. The disbursement date for the Loan
9 was July 26, 2017;

10 WHEREAS, under the Loan, Plaintiff owed the Department unpaid principal of \$141,997.51 and
11 unpaid accrued interest of \$14,307.80, totaling \$156,305.31, as of March 4, 2020, with interest
12 continuing to accrue after that date;

13 WHEREAS, Plaintiff filed the above-captioned adversary proceeding in the United States
14 Bankruptcy Court for the Northern District of California on January 27, 2020, seeking discharge of the
15 Loan based on undue hardship, pursuant to 11 U.S.C. § 523(a)(8);

16 WHEREAS, Plaintiff and the Department wish to avoid any further litigation and controversy
17 and to settle and compromise fully any and all claims and issues that have been raised, or could have
18 been raised, in this action, that have transpired prior to the execution of this Stipulation Regarding
19 Settlement and Dismissal (“Stipulation”); and

20 NOW, THEREFORE, in consideration of the mutual promises contained in this Stipulation, and
21 other good and valuable consideration, receipt of which is hereby acknowledged, Plaintiff and the
22 Department agree as follows:

23 1. Plaintiff shall make payments to the Department towards the Loan in the amount of two
24 hundred U.S. dollars and zero cents (\$200.00) per month for sixty (60) consecutive months, for a total
25 payment of twelve thousand U.S. dollars and zero cents (\$12,000.00).

26 2. Plaintiff shall commence making these payments on February 1, 2021. Subsequent
27 payments shall be made on the first day of each month thereafter. Each monthly payment must be made
28

1 no later than the first day of each month, with an allowance of a thirty (30) day grace period for each
2 such payment. Payments to be made pursuant to this Stipulation shall be sent to the Department by way
3 of the contracted loan servicer assigned to handle the Loan. Payments may be made by mail, by phone,
4 online, or any other payment option offered by the Plaintiff's contracted loan servicer. Currently,
5 Plaintiff's account is assigned to FedLoan Servicing (PHEAA), and the payment address is U.S.
6 Department of Education FedLoan Servicing, P.O. Box 790234, St. Louis, MO 63179-0234. Each
7 payment shall reference Plaintiff's account number or Social Security Number. If in the future the
8 contracted loan servicer or payment address changes, Plaintiff will be notified by mail and will need to
9 adjust the payment method accordingly.

10 3. Upon Plaintiff's completion of the 60 consecutive payments totaling \$12,000.00, the
11 Department agrees to discharge the remaining balance of the Loan. Any interest that accrues on the
12 Loan balance during the 60-month payment period will be waived.

13 4. Upon completion by Plaintiff of the 60 consecutive payments provided for above, the
14 remaining balance of the Loan shall be deemed discharged in bankruptcy; however, if Plaintiff defaults
15 on his obligation to make the payments discussed above, any forgiveness of the principal and interest is
16 revoked, and Plaintiff will be liable for the full amount of the outstanding balance plus interest pursuant
17 to the applicable terms of the Plaintiff's promissory note for the Loan.

18 5. The failure of the Department or its contracted loan servicer to provide monthly reminder
19 notices or receipt for payment shall not relieve Plaintiff of his obligation and agreement to make
20 consecutive, timely, monthly payments under this Stipulation.

21 6. Default is defined as a failure by Plaintiff to make any payment due hereunder within
22 thirty (30) days of the due date without securing the Department's written agreement to forbearance of
23 such payment(s).

24 7. Nothing in this Stipulation is intended to or does preclude Plaintiff from applying for a
25 total and permanent disability discharge.

26 8. There is no penalty for prepayment under this Stipulation, but any prepayment, unless it
27 is a payment in full, does not relieve Plaintiff of the obligation to make ongoing monthly payments.

1 9. The provisions of California Civil Code Section 1542 are set forth below:

2 “A general release does not extend to claims that the creditor or releasing party
3 does not know or suspect to exist in his or her favor at the time of executing the
4 release and that, if known by him or her, would have materially affected his or her
5 settlement with the debtor or released party.”

6 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by his attorney, and
7 fully understanding the same, nevertheless elects to waive the benefits of any and all rights he may have
8 pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands
9 that, if the facts concerning his cause of action are found hereinafter to be other than or different from
10 the facts now believed by him to be true, the Stipulation shall be and remain effective notwithstanding
11 such material difference.

12 10. Each party will be responsible for their own costs and attorney’s fees incurred in this
13 action.

14 11. This Stipulation is binding upon and inures to the benefit of the parties hereto and their
15 respective successors and assigns.

16 12. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the
17 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or
18 impaired thereby.

19 13. This Stipulation shall constitute the entire agreement between the parties, and it is
20 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the
21 parties hereto. The parties further acknowledge that no warranties or representations have been made on
22 any subject other than as set forth in this Stipulation. This Stipulation may not be altered, modified or
23 otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized
24 representatives.

25 14. The persons signing this Stipulation warrant and represent that they possess full authority
26 to bind the persons on whose behalf they are signing to the terms of the Stipulation.

27 15. Each party hereby stipulates that it has been represented by and has relied upon
28 independent counsel in the negotiations for the preparation of this Stipulation, that it has had the

1 contents of the Stipulation fully explained to it by such counsel, and is fully aware of and understands all
2 of the terms of the Stipulation and the legal consequences thereof, and enters into this Stipulation
3 knowingly and voluntarily. For purposes of construction, this Stipulation shall be deemed to have been
4 drafted by all parties to this Stipulation and shall not, therefore, be construed against any party for that
5 reason in any subsequent dispute.

6 16. It is contemplated that this Stipulation may be executed in several counterparts, with a
7 separate signature page for each party or their authorized representative. All such counterparts and
8 signature pages, together, shall be deemed to be one document.

9 17. Execution of this Stipulation shall constitute dismissal of this case with prejudice
10 pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and Federal Rule of Bankruptcy Procedure
11 7041.

12
13
14 DATED:

(b)(6)

Plaintiff (b)(6)

15
16 DATED:

Sarah Little

ID m7C2vwpanP3H7RNMgs5EAkRn

Sarah Little
Nyberg, Bendes, Kuhner & Little, P.C.
Attorneys for Plaintiff (b)(6)

17
18
19
20 DAVID L. ANDERSON
United States Attorney

21
22 DATED: January 21, 2021

/s/ Emmet P. Ong
Emmet P. Ong
Assistant United States Attorney
Attorneys for Defendant U.S. Department of Education

eSignature Details

Signer ID: gm9NdTufQ7j51emG8Qu4f6Mn
Signed by: (b)(6)
Sent to email: (b)(6)
IP Address: 69.181.142.114
Signed at: Jan 19 2021, 4:28 pm PST

Signer ID: m7C2vwpanP3H7RNMgs5EAkRn
Signed by: Sarah Little
Sent to email: sarah@kornfieldlaw.com
IP Address: 99.7.56.209
Signed at: Jan 21 2021, 11:31 am PST

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: BKY Case No.: 18-43669

(b)(6)

Chapter 7

Debtor.

(b)(6)

Plaintiff,

ADV Case No.: 20-04091

vs.

United States Department of Education and
University of Minnesota,

Defendants.

STIPULATION AND ORDER FOR DISMISSAL WITHOUT PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, (b)(6)

(b)(6) (“Plaintiff”), and United States Department of Education and University of Minnesota (“Defendants”) that the above-entitled adversary proceeding may be, and the same hereby is, dismissed without prejudice, as between Plaintiff and Defendants of the claims asserted against Defendants relative to Adversary proceeding number 20-04091, but without further cost to any of the parties hereto.

IT IS FURTHER STIPULATED AND AGREED, by and between the parties hereto, that the Court may enter the following order dismissing the above-entitled action without prejudice, and that the same shall be entered herein.

All undersigned counsel who are filing users have authorized the use of their electronic signature below, pursuant to Local Rule 9011-4(f).

<p>Dated: January 13, 2021</p>	<p>COZEN O'CONNOR</p> <p>By: <u>/e/ Thomas G. Wallrich</u> Thomas G. Wallrich (213354) Heather L. Marx (#321163) 33 South Sixth Street, Suite 3800 Minneapolis, MN 55402 Telephone: 612-260-9000 Fax: 612-260-9080 twallrich@cozen.com hmarx@cozen.com</p> <p><i>Attorneys for Plaintiff</i> (b)(6)</p>
<p>Dated: January 13, 2021</p>	<p>DOUGLAS R. PETERSON General Counsel University of Minnesota</p> <p>By: <u>/e/ Dan Herber</u> Dan Herber Senior Associate General Counsel 360 McNamara Alumni Center 200 Oak Street SE Minneapolis, MN 55455-2006 Telephone: 612-624-4100 herb0089@umn.edu</p> <p><i>Attorneys for Defendant Regents of the University of Minnesota</i></p>
<p>Dated: January 13, 2021</p>	<p>ERICA H. MacDONALD United States Attorney</p> <p><u>/e/ Roylene A. Champeaux</u> Roylene A. Champeaux Assistant United States Attorney (b)(6) 600 U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415 (b)(6)</p> <p><i>Attorneys for Defendant United States Department of Education</i></p>

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY Case No.: 18-43669

(b)(6) Chapter 7

Debtor.

(b)(6)

Plaintiff,

ADV Case No.: 20-04091

vs.

United States Department of Education and
University of Minnesota,

Defendants.

ORDER

Based on the foregoing Stipulation for Dismissal without Prejudice as between Plaintiff and Defendants entered into by the parties and upon all of the files, records and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled adversary proceeding is hereby dismissed without prejudice, as between Plaintiff and Defendants, without cost to any of the parties thereto.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2021

BY THE COURT:

Kathleen H. Sanberg
United States Bankruptcy Judge

JOHN W. HUBER, United States Attorney (#7226)
JOHN K. MANGUM, Assistant United States Attorney (b)(6)
111 South Main Street, Ste. 1800
Salt Lake City, Utah 84111
Telephone: (b)(6)
Email: (b)(6)
Attorneys for defendant United States of America

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

<p>In re:</p> <p>(b)(6)</p> <p>Debtor.</p>	<p>Bankruptcy No. 19-23443</p> <p>Chapter 7</p>
<p>(b)(6)</p> <p>Plaintiff,</p> <p>vs.</p> <p>U.S. DEPARTMENT OF EDUCATION, ET AL.,</p> <p>Defendants.</p>	<p>Honorable Joel T. Marker</p> <p>Adversary Case No. 19-02068</p>

STIPULATION TO DISCHARGE OF U.S. DEPARTMENT OF EDUCATION DEBT

Plaintiff (b)(6) by and through his attorney, Michael J. Reed, and Defendant United States Department of Education, by and through its attorney, John K. Mangum, hereby stipulate as follows:

1. This adversary proceeding seeks a determination by the Court that more than \$422,487.84¹ in student loan debts are dischargeable pursuant to 11 U.S.C. § 523(a)(8) on the basis that repayment would impose an undue hardship on the Plaintiff within the meaning of the

¹ Docket No. 6 – Amended Answer, p. 7, par. 57.

statute.

2. Plaintiff's bankruptcy case was commenced under Chapter 7 of the United States Bankruptcy Code on May 14, 2019, as case Bankruptcy Case No. 19-23443. Discharge was granted on August 14, 2019. The case was closed on September 5, 2019.

3. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334, and pursuant to Bankruptcy Rule 7001. This is a core proceeding as defined by 28 U.S.C. § 157(b)(2)(I).

4. The Plaintiff is (b)(6) years of age. He subsists on social security disability income and the voluntary support of his ex-wife. He suffers from numerous health issues. His limited income is insufficient to meet even normal and usual living expenses. He does not presently have, and never will have, the ability to pay the student loan indebtedness he owes to the U.S. Department of Education.

5. Excepting Plaintiff's debt to the U.S. Department of Education from discharge would impose an undue hardship upon the Plaintiff within the meaning of 28 U.S.C. § 523(a)(8).

6. The parties, through their undersigned attorneys, hereby agree that Plaintiff's indebtedness to the U.S. Department of Education shall be discharged pursuant to 11 U.S.C. § 523(a)(8).

7. Any and all student loans incurred by Plaintiff owing to the U.S. Department of Education, including all FFEL Stafford Subsidized, FFEL Stafford Unsubsidized, FFEL Supplemental, Federal Perkins, Direct Plus Graduate, Direct Stafford Subsidized, Direct Stafford Unsubsidized, Direct Consolidated Unsubsidized, and Direct Consolidated Subsidized are hereby discharged.

8. This stipulation does not affect Plaintiff's indebtedness to any agency of the United States other than the U.S. Department of Education.

Respectfully submitted this 5th day of February, 2021.

JOHN W. HUBER
United States Attorney

/s/ John K. Mangum
JOHN K. MANGUM
Assistant United States Attorney
Attorneys for Defendant U.S. Department of
Education

WATTON LAW GROUP

/s/ Michael J. Reed
(signed by John K. Mangum with permission of Mr. Reed)
Michael J. Watton
Michael J. Reed
Attorneys for the Debtor/Plaintiff

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	Bankr. No. 20-20311-TPA
)	
(b)(6))	
)	
Debtor.	)	Chapter 7
)	
(b)(6)	)	Adv. Pro. No. 20-2061-TPA
)	
Plaintiff/Debtor,	)	Doc. No. 18
)	
vs.	)	Hearing:
)	
U.S. DEPARTMENT OF EDUCATION)	
)	
Defendants.)	

JOINT STIPULATION AND SETTLEMENT AGREEMENT AS TO STUDENT LOAN DEBT

The United States of America, on behalf of the United States Department of Education (“Education”), by and through its counsel, Scott W. Brady, United States Attorney for the Western District of Pennsylvania, and Jill L. Locnikar, Assistant United States Attorney, and (b)(6) (b)(6) by and through her counsel Francis Corbett, hereby stipulate to resolve the pending adversary proceeding on the following terms:

1. Plaintiff agrees that on or about July 27, 2016, Plaintiff obtained Federal Direct Consolidation Loan disbursements from the U.S. Department of Education under the William D. Ford Federal Direct Consolidation Loan Program (“Direct Loan). The total amount disbursed was \$27,867.14. The amount due on the aforesaid loans as of April 16, 2020 was \$31,402.39 with interest accruing on the principal at the rate of \$3.57 per day thereafter (“Federal Student Loan Debt”).

2. Upon obtaining the aforementioned Direct Loan, Plaintiff entered into an Income Based Repayment Plan (“IDR Plan”) on July 27, 2016. This repayment plan required Plaintiff to certify her income on a yearly basis. Plaintiff certified her income for the years 2017 and 2018; however, Plaintiff failed to certify in 2019 and 2020.

3. Plaintiff filed the instant adversary complaint on April 9, 2020.

4. Plaintiff and Defendant dispute the dischargeability of the aforesaid student loans pursuant to 11 U.S.C. § 523(a)(8), and the parties enter into this Joint Stipulation and Settlement Agreement (the “Settlement Agreement”) voluntarily to avoid both the costs and risks inherent in continuing to litigate this matter.

5. To settle all issues in dispute, the parties agree that Plaintiff shall make all required payments in accordance with the IDR Plan, satisfying 192 months of qualified monthly payments commencing with the execution of this agreement according to the terms set for below:

- a. Plaintiff agrees to remain in the IDR Plan and to provide all documentation related to her income as required by the Department of Education.
- b. Plaintiff will make all payments required in a timely manner. Defendant acknowledges that the current monthly payment due from Plaintiff is \$0.00.

6. If Plaintiff’s income would increase at any point during the 16-year time period, she agrees to comply with the IDR Plan and make any required monthly payments based on her income recertification.

7. After all payments have been made pursuant to this agreement, any remaining balance shall be deemed discharged in bankruptcy.

8. In the event of a default, as defined below, the Federal Student Loan Debt shall become due and payable, together with any interest as may have accrued as if this Agreement had never taken effect.

Definition of Default. An “event of default” shall mean any of the following:

- a. Plaintiff fails to materially comply with any term of this Agreement;
- b. Plaintiff fails to make two (2) consecutive monthly installment payments by no later than the date the second consecutive monthly instalment payment is due; or
- c. Plaintiff fails to cure, on or before the twentieth (20th) business day after the date of a written demand on such Plaintiff (as counted from the date such demand is placed in the mail or transmitted by electronic or other means), any past-due payment under this Agreement.

9. In the event of a default, as defined above, any forgiveness of the principal and interest as set forth in ¶ 7 is revoked, and Plaintiff will be liable for the full amount of the outstanding balance, plus interest pursuant to applicable terms of Plaintiff’s promissory notes.

10. Nothing in this Settlement Agreement is intended to or does preclude the Plaintiff from entering into any economic hardship, forbearance, deferment, or other repayment program currently offered, or which may be offered in the future, to Department of Education borrowers for which Plaintiff may qualify.

11. The parties agree each party will be responsible for their own attorney’s fees and costs incurred in this matter.

12. This Settlement Agreement is subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court declines to approve this Settlement Agreement, it shall be null and void, with no force and effect.

13. Plaintiff and Defendant understand and agree that this Settlement Agreement contains the entire agreement between them, and that any statements, representations, promises,

agreements, or negotiations, oral or otherwise, between the parties or their attorneys that are not included herein shall be of no force and effect.

Respectfully submitted,

SCOTT W. BRADY
United States Attorney

Dated: 11/24/2020

BY: /s/ Jill Locnikar
JILL L. LOCNIKAR
Assistant United States Attorney
Joseph F. Weis, Jr. United States Courthouse
700 Grant Street, Suite 4000
Pittsburgh, PA 15219
(b)(6)
Email: (b)(6)
(b)(6)

/s/ Francis E. Corbett
Francis E. Corbett
Mitchell Building - 707
304 Ross Street
Pittsburgh, PA 15219

On behalf of Plaintiff/Debtor

IT IS SO ORDERED. (b)(6)
(b)(6)
(b)(6)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	Bankr. No. 20-20311-TPA
)	
(b)(6))	
)	
Debtor.	)	Chapter 7
)	
(b)(6)	)	Adversary No. 20-2061-TPA
)	
Plaintiff/Debtor,	)	Doc. No.
)	
vs.	)	Hearing:
)	
U.S. DEPARTMENT OF EDUCATION)	
And NELNET)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Joint Stipulation And Settlement Agreement As To Student Loan Debt was served by electronic filing and/or first class mail, postage pre-paid, this 24th day of November 2020, to and upon:

Service by Electronic Notification:

Francis E. Corbett
Mitchell Building - 707
304 Ross Street
Pittsburgh, PA 15219

Service by First Class:

(b)(6)

/s/ Jill Locnikar
JILL L. LOCNIKAR
Assistant United States Attorney

Notice Recipients

District/Off: 0315-2
Case: 20-02061-TPA

User: bsil
Form ID: pdf900

Date Created: 11/30/2020
Total: 2

Recipients of Notice of Electronic Filing:

aty	Francis E. Corbett	fcorbett@fcorbettlaw.com
aty	Jill Locnikar	(b)(6)

TOTAL: 2

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

(b)(6) AND
(b)(6)

Debtors.

(b)(6) AND
(b)(6)

Plaintiffs,

v.

U.S. DEPARTMENT OF EDUCATION

Defendant.

Case No. 17-30316-EDK
Chapter 7

Adv. Proc. No. 18-03023-EDK

STIPULATION AND ORDER OF DISMISSAL

This Stipulation of Dismissal and Order is hereby entered into between (b)(6)

(b)(6) and (b)(6) (the "Plaintiffs") and the United States Department of Education ("DOE").

WHEREAS, on August 22, 2018, the Plaintiffs filed an adversary proceeding against DOE; and

WHEREAS, Plaintiff (b)(6) has received an administrative Total and Permanent Disability Discharge and (b)(6) has opted to enroll in an income based repayment plan with DOE.

NOW, THEREFORE, IT IS STIPULATED AND AGREED by DOE and the Plaintiffs as follows:

1. This adversary proceeding is hereby dismissed without prejudice.

IN WITNESS WHEREOF, DOE and the Plaintiffs have agreed to the foregoing.

Dated: February 22, 2021

Dated: February 22, 2021

UNITED STATES OF AMERICA
By its attorneys

(b)(6) **AND**
By their attorney

ANDREW E. LELLING
United States Attorney

/s/ Francis C. Morrissey
Francis C. Morrissey
Morrissey, Wilson & Zafiropoulos, LLP
35 Braintree Hill Office Park, Suite 404
Braintree, MA 0218
Tel. No. (781) 353-5501
fcm@mwzllp.com

/s/ Raquelle L. Kaye
Raquelle L. Kaye
Assistant United States Attorney
1 Courthouse Way, Suite 9200
Boston, MA 02210
Tel. No. (b)(6)

(b)(6)

SO ORDERED:

Elizabeth D. Katz
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

(b)(6) AND

Debtors.

(b)(6) AND

Plaintiffs,

v.

U.S. DEPARTMENT OF EDUCATION

Defendant.

Case No. 17-30316-EDK
Chapter 7

Adv. Proc. No. 18-03023-EDK

CERTIFICATE OF SERVICE

I, Raquelle L. Kaye, hereby certify that on February 22, 2021 I electronically filed the foregoing document with the U.S. Bankruptcy Court for the District of Massachusetts by using the CM/ECF system. The foregoing document will be electronically sent to the parties who are currently on the list to receive e-mail notices in this case.

I further certify that on February 22, 2021, I served a copy of the same by first-class U.S. mail, postage pre-paid, to the following:

(b)(6) and (b)(6)

Date: February 22, 2021

/s/ Raquelle L. Kaye
RAQUELLE L. KAYE

1 DAVID L. ANDERSON (CABN 149604)

United States Attorney

2 SARA WINSLOW (DCBN 457643)

3 Chief, Civil Division

SHINING J. HSU (b)(6)

4 Assistant United States Attorney

5 450 Golden Gate Avenue, Box 36055

San Francisco, California 94102-3495

6 Telephone: (b)(6)

Fax: (415) 436-6748

7 Email: (b)(6)

8 Attorneys for Defendant

U.S. DEPARTMENT OF EDUCATION

9 UNITED STATES BANKRUPTCY COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12 In re:

13 (b)(6)

14 Debtor,

15 (b)(6)

16 Plaintiff,

17 v.

18 UNITED STATES DEPARTMENT OF
19 EDUCATION, *et al.*,

20 Defendants.

Case No. 20-30121 DM

Chapter 7

Adv. No. 20-3025 DM

**STIPULATION TO DISMISS ADVERSARY
PROCEEDING**

21 IT IS HEREBY STIPULATED by and between Plaintiff (b)(6) (“Plaintiff”), pro

22 se, and Defendant United States Department of Education (“Defendant”), by and through undersigned

23 counsel, as follows:

24 STIPULATION FOR DISMISSAL

WHEREAS, the parties hereby agree to settle and compromise each and every claim arising directly or indirectly from the above-captioned action under the terms and conditions set forth in this Stipulation;

WHEREAS, the parties agree that the student loan debt that Plaintiff owes to Defendant, with current balance of \$73,545.58, shall not be dischargeable in the above-captioned bankruptcy case;

WHEREAS, the parties agree they are each responsible for their own costs and fees incurred in this action;

WHEREFORE, the parties request that the Court approve this Stipulation and enter an Order Approving Stipulation and Dismissing Case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and Federal Rule of Bankruptcy Procedure 7041.

Respectfully submitted,

Dated: February 26, 2021

(b)(6)

Plaintiff, Pro Se

Dated: February 18, 2021

DAVID L. ANDERSON
United States Attorney

/s/ Shining J. Hsu

SHINING J. HSU
Assistant United States Attorney
Attorneys for Defendant
United States Department of Education

1 TRACY L. WILKISON
Acting United States Attorney
2 DAVID M. HARRIS
Assistant United States Attorney
3 Chief, Civil Division
4 JOANNE S. OSINOFF
Assistant United States Attorney
5 Chief, General Civil Section
6 ELAN S. LEVEY (b)(6)

Assistant United States Attorney
7 Room 7516, Federal Building
300 North Los Angeles Street
8 Los Angeles, California 90012
Telephone: (b)(6)
9 Fax: (213)894-7819
Email: (b)(6)

Attorneys for Defendant, United States Department of Education

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, SAN FERNANDO VALLEY DIVISION**

12 In re

13 (b)(6)

14 Debtor.

15 (b)(6)

16 Plaintiff,

17 vs.

18 NAVIENT SOLUTIONS, LLC, dba
19 NAVIENT, NAVIENT SOLUTIONS,
20 INC. and U.S. DEPARTMENT OF
21 EDUCATION FEDLOAN SERVICES,

22 Defendants.

Case No. 1:20-bk-10855-VK

Chapter 7

Adv. No. 1:20-ap-01055-VK

**STIPULATION TO SETTLE AND
DISMISS ADVERSARY
PROCEEDING WITH PREJUDICE**

Pre-Trial Conference:

Date: May 5, 2021

Time: 1:30 p.m.

Crtm: 301

Place: 21041 Burbank Blvd¹
Woodland Hills, CA 91367

23
24 ///

25 ///

26 ///

27 _____
28 ¹ Zoom Hearing to be held. See Court's website and calendar for specific information.

STIPULATION

1
2 1. The Recitals set forth above are hereby incorporated into the Stipulation by this
3 reference.

4 2. Plaintiff shall pay the total sum of \$19,443.57 (“Settlement Amount”) to Defendant
5 by timely enrolling in any one of Education’s several repayment plan options for which Plaintiff is
6 eligible and qualifies, over the regular term of said repayment plan, in full satisfaction of the Student
7 Loans. The Settlement Amount will not accrue interest over the term of repayment.

8 3. Plaintiff shall make monthly payments of the Student Loans pursuant to Education’s
9 online payment system through the servicer of Plaintiff’s Student Loans, FedLoan Servicing, or,
10 alternatively, payable in good funds to the U.S. Department of Education, which payment shall
11 include Plaintiff’s student loan account number of FedLoan ACCT# (b)(6) or, alternatively,
12 payment by telephone. The payment information is set forth below and remains subject to change:

13 Payment by U.S. Mail: U.S. Department of Education/FedLoan Servicing
14 P.O. Box 790234, St. Louis, Missouri 63179-0234.

15 Payment by Telephone: FedLoan Servicing at 1-800-699-2908

16 Online Payment Options: <https://myfedloan.org/borrowers/payments-billing/payment-methods>

17 4. Upon Plaintiff’s completion of the Settlement Amount by the completion and
18 satisfaction of the applicable repayment term, Plaintiff shall be discharged of the remaining balance
19 of the Student Loan Debt, pursuant to her Chapter 7 discharge order, entered on August 24, 2020,
20 pursuant to 11 U.S.C. § 727.

21 5. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil
22 Procedure 41(a), the Adversary Proceeding shall be dismissed with prejudice.

23 6. The terms of this Stipulation shall survive and be effective in any future bankruptcy
24 filing under any chapter of the United States Bankruptcy Code by Plaintiff.

25 7. Any and all individual taxation consequences as a result of this Stipulation are the
26 sole and exclusive responsibility of Plaintiff. Defendant does not warrant any representation of any
27 tax consequences of this Stipulation. Nothing contained herein shall constitute a waiver by Plaintiff
28 of any right to challenge any tax consequences of this Stipulation and/or any cancellation of debt

1 resulting from forgiveness of any balance due on the Student Loans.

2 8. If any one or more terms or provisions of this Stipulation is/are held to be
3 unenforceable, the remaining terms and provisions shall remain in full force and effect and shall be
4 construed as if the unenforceable provisions had never been contained in this Stipulation.

5 9. Any amendment, modification, or waiver of any term or condition of this Stipulation
6 must be made in writing and signed by all Parties hereto. Any attempted oral or implied amendment,
7 modification or waiver shall be null and void.

8 10. Except as provided in this Stipulation, all other terms of the Note remain in effect and
9 are hereby incorporated by reference. To the extent that the terms of the Note conflict with the terms
10 of this Stipulation, the terms in this Stipulation control.

11 11. This written agreement contains all of the agreements between the Parties and is
12 intended to be and is the final and sole agreement between the Parties. The Parties agree that any
13 other prior or contemporaneous representations or understandings not explicitly contained in this
14 written agreement, whether written or oral, are of no further legal or equitable force or effect. Any
15 subsequent modifications to this agreement must be in writing and must be signed and executed by
16 the Parties.

17 12. The Stipulation shall be binding upon any successors of Defendant or assignees of the
18 Student Loans.

19 13. Plaintiff agrees to accept the terms set forth in this Stipulation in full settlement and
20 satisfaction of any and all claims, demands, rights, and causes of action of any kind and nature
21 whatsoever, arising from the same subject matter that gave rise to the Adversary Proceeding,
22 including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown,
23 and whether for compensatory or exemplary damages.

24 14. The Parties to this Stipulation represent and warrant that they have reviewed and
25 understand its terms and contents. The Parties to this Stipulation further represent and warrant that
26 each has the power to execute, deliver, and perform this Stipulation agreement; that each has taken
27 all necessary action to authorize the execution, delivery, and performance of this Stipulation
28 agreement; and that this Stipulation is enforceable in accordance with its terms.

1 15. The Parties hereby acknowledge and agree that they have been represented by, or had
2 the opportunity to seek representation by, independent counsel of their own choice throughout all
3 negotiations that preceded the execution of this Stipulation.

4 16. Plaintiff represents and acknowledges that she enters into this Stipulation freely and
5 voluntarily. Plaintiff further acknowledges that she had sufficient opportunity to consult with an
6 attorney regarding the terms and conditions of this Stipulation.

7 17. It is contemplated that this Stipulation may be executed in several counterparts with a
8 separate signature page for each party. All such counterparts and signature pages, collectively, shall
9 be deemed to be one document.

10 18. The Parties agree to bear their own attorneys' fees and costs in connection with the
11 Adversary Proceeding.

12 19. All notices pursuant to this Stipulation shall be sent by U.S. Mail, postage paid:

13 **If to Plaintiff:**

14 (b)(6)
15

16 **If to Education:**

17 U.S. Department of Education
18 Attention: Cristin Bulman
19 Litigation Unit
20 Federal Student Aid
21 50 United Nations Plaza
22 Mailbox 1200, Room 1240
23 San Francisco, CA 94102

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20. The Parties certify that they have read and fully understand its terms.

Dated: March 17, 2021

(b)(6)

By: _____

Plaintiff in *pro se*

Dated: March 17, 2021

TRACY L. WIKLISON
Acting United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section

By: /s/ Elan S. Levey
ELAN S. LEVEY
Assistant United States Attorney

Attorneys for Defendant, U. S. Department of
Education

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: United States Attorney's Office, 300 N. Los Angeles Street, Room 7516, Los Angeles, California 90012

A true and correct copy of the foregoing document entitled **STIPULATION TO SETTLE AND DISMISS ADVERSARY PROCEEDING WITH PREJUDICE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 18, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Dennis C. Winters winterslawfirm@cs.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **March 18, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

(b)(6)

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 18, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 18, 2021 TIFFANY DAVENPORT

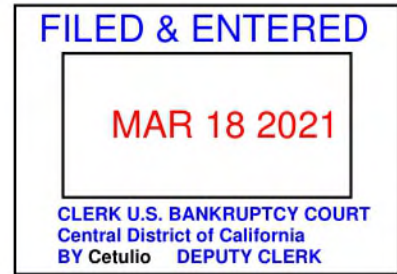
Date

Printed Name

(b)(6) _____
Signature

(b)(6)

1 TRACY L. WILKISON
Acting United States Attorney
2 DAVID M. HARRIS
Assistant United States Attorney
3 Chief, Civil Division
JOANNE S. OSINOFF
4 Assistant United States Attorney
Chief, General Civil Section
5 ELAN S. LEVEY (b)(6)
Assistant United States Attorney
6 Room 7516, Federal Building
300 North Los Angeles Street
7 Los Angeles, California 90012
Telephone: (b)(6)
8 Fax: (213)894-7819
Email: (b)(6)



9 Attorneys for Defendant, United States Department of Education

10
11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, SAN FERNANDO VALLEY DIVISION**
13

14 In re
15 (b)(6)
16 Debtor.

Case No.: 1:20-bk-10855-VK
Chapter 7
Adv. No.: 1:20-ap-01055-VK

17 (b)(6)
18 Plaintiff,

**ORDER APPROVING
STIPULATION TO SETTLE AND
DISMISS ADVERSARY
PROCEEDING WITH PREJUDICE**

19 vs.
20 NAVIENT SOLUTIONS, LLC, dba
21 NAVIENT, NAVIENT SOLUTIONS,
22 INC. and U.S. DEPARTMENT OF
EDUCATION FEDLOAN SERVICES,
23 Defendants.

Status Conference:
Date: May 5, 2021
Time: 1:30 p.m.
Crtm: 301
Place: 21041 Burbank Blvd¹
Woodland Hills, CA 91367

24
25
26
27 ¹ Zoom Hearing to be held. See Court's website and calendar for specific information.
28

1 Based upon the *Stipulation to Settle and Dismiss Adversary Proceeding with Prejudice*
2 (“Stipulation”) (Docket No. 20),² entered into by and between *pro se* plaintiff (b)(6)
3 (b)(6) (“Plaintiff”) and the United States Department of Education (“Education”), through its
4 counsel of record (collectively, the “Parties”):

5 **IT IS HEREBY ORDERED** that:

6 1. The Stipulation is hereby approved in its entirety.
7 2. Plaintiff shall pay the total sum of \$19,443.57 (“Settlement Amount”) to Education
8 by timely enrolling in any one of Education’s several repayment plan options for which Plaintiff is
9 eligible and qualifies, over the regular term of said repayment plan, in full satisfaction of the Student
10 Loans. The Settlement Amount will not accrue interest over the term of repayment.

11 3. Plaintiff shall make monthly payments of the Student Loans pursuant to Education’s
12 online payment system through the servicer of Plaintiff’s Student Loans, FedLoan Servicing, or,
13 alternatively, payable in good funds to the U.S. Department of Education, which payment shall
14 include Plaintiff’s student loan account number of FedLoan ACCT# (b)(6), or, alternatively,
15 payment by telephone. The payment information is set forth below and remains subject to change:

16 Payment by U.S. Mail: U.S. Department of Education/FedLoan Servicing
17 P.O. Box 790234, St. Louis, Missouri 63179-0234.

18 Payment by Telephone: FedLoan Servicing at 1-800-699-2908

19 Online Payment Options: <https://myfedloan.org/borrowers/payments-billing/payment-methods>

20 4. Upon Plaintiff’s completion of the Settlement Amount by the completion and
21 satisfaction of the applicable repayment term, Plaintiff shall be discharged of the remaining balance
22 of the Student Loan Debt, pursuant to her Chapter 7 discharge order, entered on August 24, 2020,
23 pursuant to 11 U.S.C. § 727.

24 5. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil
25 Procedure 41(a), the Adversary Proceeding shall be dismissed with prejudice.

26 ///

27 _____
28 ² All defined terms in the Stipulation shall have the same meaning herein unless otherwise stated.

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6. The terms of this Stipulation shall survive and be effective in any future bankruptcy filing under any chapter of the United States Bankruptcy Code by Plaintiff.

###

Date: March 18, 2021

(b)(6)

Victoria S. Kaufman
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF MISSOURI**

IN RE:)	
)	
(b)(6)	)	Case No. 20-40691-drd7
)	
Debtor.)	
<hr/>		
(b)(6))	
)	
Plaintiff,)	
)	
v.	)	Adversary Proceeding 20-04052-drd
)	
EDUCATIONAL CREDIT MANAGEMENT)	
CORPORATION, <i>et al.</i> ,)	
)	
Defendants.)	

STIPULATED ORDER
DETERMINING CERTAIN STUDENT LOANS TO BE DISCHARGEABLE

The Court considers the Stipulation of Plaintiff (b)(6) and Defendant the United States Department of Education (Education) that the following facts are true and that judgment may be entered in this adversary proceeding as follows. Upon being well and fully advised in the premises, the Court finds as follows:

1. On or about June 17, 2005, Plaintiff executed a Federal Direct Consolidation Loan Application and Promissory Note, and, thereafter, Education made disbursements (the “Direct Consolidation Loans”) of:
 - (1) \$12,956.34, on or about September 9, 2005; and
 - (2) \$6,623.24, on or about the same day, September 9, 2005.

2. On or about July 22, 2005, Plaintiff executed a Master Promissory Note under the William D. Ford Federal Direct Loan Program, and, thereafter, Education made disbursements (the “Direct Loans”) of:

- (1) \$8,500, on or about September 23, 2005;
- (2) \$4,500, on or about September 23, 2005;
- (3) \$3,780, on or about June 1, 2006;
- (4) \$8,500, on or about August 15, 2006;
- (5) \$4,980, on or about August 15, 2006;
- (6) \$4,445, on or about May 11, 2007;
- (7) \$4,250, on or about September 18, 2007;
- (8) \$2,297, on or about September 18, 2007;
- (9) \$4,308, on or about August 30, 2010;
- (10) \$1,139, on or about August 30, 2010;
- (11) \$10,861, on or about January 10, 2011;
- (12) \$5,498, on or about June 13, 2011;
- (13) \$200, on or about June 13, 2011;
- (14) \$3,002, on or about August 29, 2011;
- (15) \$11,800, on or about August 29, 2011;
- (16) \$521, on or about June 11, 2012; and
- (17) \$3,823, on or about June 11, 2012.

3. The Direct Consolidation Loans and the Direct Loans were made by Defendant under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087a *et seq.* (34 C.F.R. Part 685).

4. On or about September 4, 2008, Plaintiff executed a Federal Family Education Loan Program (FFELP) – Federal Stafford Loan Master Promissory Note, and thereafter,

Education became the holder of the following loan disbursements (the “FFEL Loans”) that were made pursuant to the September 4, 2008 note:

- (1) \$8,500, on or about August 31, 2009;
- (2) \$8,268, on or about August 31, 2009; and
- (3) \$4,192, on or about June 14, 2010.

5. The FFEL loans were reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682).

6. As of February 22, 2021, Plaintiff owed Education \$156,838.58 worth of principal and \$40,327.67 worth of interest.

7. The student loans described in Paragraphs 1 through 6 (the “Education-held Student Loans”) constitute student loans made to Plaintiff under a program funded in whole or in part by a federal governmental unit within the meaning of 11 U.S.C. § 523(a)(8).

8. Requiring Plaintiff to repay any of the Education-held Student Loans would cause an undue hardship on the Plaintiff and the Plaintiff’s dependents. Accordingly, the Education-held Student Loans are dischargeable under 11 U.S.C. § 523(a)(8).

9. Plaintiff and Education shall bear their own costs, expenses, and attorneys’ fees (if any) in connection with this adversary proceeding and related claims before the bankruptcy court.

Date: March 25, 2021

/s/ Dennis R. Dow
Honorable Dennis R. Dow
United States Bankruptcy Judge

Prepared and Approved by:

/s/ Alan T. Simpson
Alan T. Simpson, (b)(6)
Assistant United States Attorney
Charles Evans Whittaker Courthouse
400 East 9th Street, Room 5510
Kansas City, Missouri 64106
Telephone: (b)(6)
E-mail: (b)(6)
ATTORNEY FOR THE UNITED STATES
DEPARTMENT OF EDUCATION

Approved by:

/s/ Daniel C. Hall
Daniel C. Hall, MO Bar No. 29255
410 VFW Building
406 West 34th Street
Kansas City, MO 64111
Telephone: (816) 531-5787
E-mail: anhkcmo@swbell.net

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

IN RE:

(b)(6)

Debtor.

Case No. 18-12284

(b)(6)

Plaintiff,

v.

Adversary Case No. 18-AP-68

U.S. DEPARTMENT OF EDUCATION,
AND ACCOUNT CONTROL TECHNOLOGY, INC.,

Defendants.

STIPULATION TO DISMISS DEFENDANT U.S. DEPARTMENT OF EDUCATION

Plaintiff (b)(6) and Defendant United States Department of Education ("Education"), through their respective counsel, stipulate as follows.

1. Plaintiff owes student loan debt to Education, arising from two promissory notes: (1) a Master Promissory Note Federal Stafford Loan FFEL, dated November 11, 2009; and (2) a Federal Direct Stafford William D. Ford Master Promissory Note, dated June 30, 2010. The total student loan debt for disbursements Education made to Plaintiff under these two notes totals, as of February 13, 2020, is \$83,401.53 ("Student Loans").

2. Education agrees to re-instate to non-default status Plaintiff's Student Loans and transfer the Student Loans to a non-default servicer so that Plaintiff may apply for a repayment plan.

3. In return for this agreement, Plaintiff has agreed to dismiss Education as a defendant in this case.

4. The parties agree that the Court may enter an order dismissing the case against Education, without prejudice and without costs to either party.

Dated this 27th day of February, 2020.

Respectfully submitted

SCOTT C. BLADER
United States Attorney

By:

/s/Theresa M. Anzivino
THERESA (ESA) M. ANZIVINO
Assistant United States Attorney
Western District of Wisconsin
222 West Washington Avenue, Suite 700
Madison, WI 53703

(b)(6)

Dated this 27th day of February, 2020.

CHRISTIANSON & FREUND LLC

By:

/s/Joshua D. Christianson
Joshua D. Christianson
920 S. Farwell Street, Suite 1800
P.O. Box 222
Eau Claire, WI 54702-0222
Phone: (715)832-1800
lawfirm@insolvency.attorney

Counsel for Debtor (b)(6)

The order below is hereby signed.

Signed: April 1 2021



(b)(6)

Elizabeth L. Gunn
U.S. Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA**

In re:

(b)(6)

Debtor.

(b)(6)

Plaintiff,

v.

**UNITED STATES DEPARTMENT OF
EDUCATION, et al.,**

Defendants.

**Case No. 15-00672 (ELG)
Chapter 7**

Adv. Pro. No. 16-10024

STIPULATED ORDER

Upon the consent of Defendant U.S. Department of Education to the Dischargeability of a Student Loan held by the U.S. Department of Education, it appearing that Plaintiff suffers a genuine hardship, it is hereby

ORDERED that the educational loans held by the U.S. Department of Education (DOE) and owed by Plaintiff, specifically the loans held by DOE identified below, are hereby discharged as satisfying the undue hardship requirement and not excluded from discharge, pursuant to 11 U.S.C. § 523(a)(8), as follows:

- a. A Student loan in the total amount of \$17,741.61 made under the Federal Family Education Loan Program as of 03/30/2021.

Specifically, Plaintiff (b)(6) executed a Federal Family Education Loan Program Consolidation promissory note on or about April 7, 2006, the loan proceeds of which were disbursed on April 7, 2006, in the amount of \$13,803.66 at 4.35% interest. Plaintiff's unpaid principal balance is now \$14,377.11 with unpaid accrued interest of \$3,364.50, as of 03/30/2021.

- b. A Student loan in the total amount of \$43,133.24 made under the William D. Ford Federal Direct Loan Program as of 03/30/2021.

Specifically, Plaintiff (b)(6) executed a Federal Direct Consolidation promissory note on or about April 23, 2010, the loan proceeds of which were disbursed on May 17, 2010, in the amount of \$29,378.88 at 4.375% interest. Plaintiff's unpaid principal balance is now \$32,624.88 with unpaid accrued interest of \$10,508.36 as of 03/30/2021.

It is further

ORDERED that this Adversary Proceeding is hereby DISMISSED, pursuant to Bankruptcy Rule 7041, with the consent of the Plaintiff, and it is further

ORDERED that all Parties will bear their own fees and costs, including attorney fees.

SEEN AND CONSENTED TO:

/s/ Jeffrey L. Tarkenton
Jeffrey Tarkenton (D.C. Bar No. 376493)
Womble Bond Dickinson (US) LLP
1200 Nineteenth Street, NW, Suite 500
Washington, D.C. 20036
Tel: 202-857-4450
Fax: 202-261-0050
Email: jeffrey.tarkenton@wbd-us.com
Counsel for Plaintiff (b)(6)

CHANNING D. PHILLIPS
ACTING UNITED STATES ATTORNEY
D.C. BAR NO. 415793

BRIAN HUDAK
Acting Chief, Civil Division

By: /s/ Oliver W. McDaniel
OLIVER W. McDANIEL
(b)(6)
Assistant United States Attorney
Civil Division
555 4th Street, NW
Washington, D.C. 20530
(b)(6) / (202) 252-2599 (Fax)
(b)(6)
Counsel for the Department

SO ORDERED.

[SIGNED ABOVE]
[End of Document]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In Re: (b)(6)
Debtor,

:

Case No. 19-16338
Chapter 7

(b)(6)

:

Plaintiff,

:

Adversary No. 19-00198

v.

:

U.S. DEPARTMENT OF EDUCATION *et. al* :

:

Defendants.

:

...00o...

JOINT STIPULATION OF VOLUNTARY DISMISSAL

Plaintiff, (b)(6) *pro se*, and Defendants, Educational Credit Management Corporation (“ECMC”) and the U.S. Department of Education (“DOE”) (collectively, the Parties”) stipulate to dismissal with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure and Rule 7041 of the Federal Rules of Bankruptcy Procedure.

The Parties have agreed that each side shall bear its own costs and fees related to litigation of this action and that Plaintiff will not initiate litigation for attorneys’ fees under any statute, rule or legal doctrine.

(b)(6)

(b)(6)

Pro Se Plaintiff

/s/

Frank J. Mastro (Bar No. 24679)
Schlossberg Mastro & Scanlan
P.O. Box 2067
Hagerstown, MD 21742
fmastro@schlosslaw.com
(301) 739-8610

*Counsel for Educational Credit
Management Corp.*

JONATHAN F. LENZNER
Acting United States Attorney

/s/

Sarah A. Marquardt (b)(6)
Assistant United States Attorney
36 S. Charles Street, 4th Floor
Baltimore, MD 21201

(b)(6)

Counsel for U.S. Department of Education

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 7

(b)(6)

Case No. 19-60875

Debtor.

(b)(6)

Plaintiff,

Adv. Case No. 20-06025

v.

United States Department of Education,

Defendant.

JOINT STIPULATION FOR PARTIAL DISCHARGE OF PLAINTIFF'S U.S. DEPARTMENT OF EDUCATION LOANS AND TO DISMISS ADVERSARY PROCEEDING WITH PREJUDICE

The parties, Plaintiff (b)(6) ("Plaintiff") and Defendant United States Department of Education ("Defendant" or "Education") (hereinafter, the "Parties"), by and through counsel, stipulate as follows:

WHEREAS, on December 17, 2019, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.

WHEREAS, on November 4, 2020, Plaintiff commenced the instant adversary proceeding by filing an Adversary Complaint ("Complaint").

WHEREAS, as of March 12, 2021, Plaintiff owed \$237,789.73 to Education, which represents the sum of the balance of Plaintiff's Direct Stafford Loans of

\$164,714.40 and Plaintiff's Direct Graduate PLUS Loans of \$73,075.33, the student loans which are the subject of this adversary proceeding (collectively, the "Education-held Student Loans").

WHEREAS, the Education-held Student loans constitute student loans made to Plaintiff under a program funded in whole or in part by a federal government unit within the meaning of 11 U.S.C. § 523(a)(8).

WHEREAS, Plaintiff alleges that repayment of the Education-held Student loans would cause an undue hardship; and

WHEREAS, in order to resolve this matter without the need for further litigation, the Parties agree that Plaintiff should be entitled to a partial discharge of the Student Loan pursuant to 11 U.S.C. § 523(a)(8) under the circumstances set forth below.

NOW, THEREFORE, the Parties, by counsel stipulate that:

1. Based upon facts and circumstances obtained through discovery, the Parties have agreed that the following Plaintiff's Direct Stafford Loans of \$164,714.40 and Plaintiff's Direct Graduate PLUS Loans of \$47,424.02 are dischargeable pursuant to 11 U.S.C. § 523(a)(8).
2. Plaintiff will retain and reaffirms National Student Loan Database (NSLDS) Direct Plus loan numbers 1, 3, 4, and 5, as indicated below without highlighting, for a total remaining Direct Graduate PLUS Loan balance of \$25,651.31. These four loans shall not be subject to discharge under 11 U.S.C. § 524(a).

DIRECT PLUS LOANS

Loan #	Disbursement Date	Disb Amount	Int Due	Prin. Due	Total Due
1	12/7/2017	\$ 1,489.00	\$ 115.38	\$ 1,539.55	\$ 1,654.93
2	9/1/2017	\$13,733.00	\$ 1,083.26	\$ 14,454.64	\$ 15,537.90
3	6/9/2017	\$12,613.00	\$ 904.94	\$ 13,393.60	\$ 14,298.54
4	2/28/2017	\$ 4,156.00	\$ 303.11	\$ 4,485.78	\$ 4,788.89
5	9/26/2016	\$ 4,156.00	\$ 310.55	\$ 4,598.40	\$ 4,908.95
6	8/30/2016	\$10,360.00	\$ 769.35	\$ 11,388.61	\$ 12,157.96
7	6/21/2016	\$ 4,368.00	\$ 362.75	\$ 4,951.99	\$ 5,314.74
8	6/20/2016	\$11,846.00	\$ 983.55	\$ 13,429.87	\$ 14,413.42
Remaining Total:			\$ 1,633.98	\$ 24,017.33	\$ 25,651.31

3. Provided Plaintiff continues to meet the program requirements under Section 682.215, she will continue to be eligible for Education’s Income Based Repayment Plan for the loans not subject to discharge (Loans 1, 3, 4, and 5).
4. Upon the entry of a final Bankruptcy Court order approving the terms of this Stipulation, the Adversary Proceeding will be dismissed with prejudice pursuant to Fed. R. Bank. P. 7041 and Fed. R. Civ. P. 41(a), with the parties bearing their own costs and fees.
5. Any and all individual taxation consequences as a result of this Stipulation are the sole and exclusive responsibility of Plaintiff. Education does not warrant or make any representation with respect to any tax consequences of this Stipulation. Nothing contained herein shall constitute a waiver by Plaintiff of any right to challenge any tax consequences of this Stipulation.
6. This Joint Stipulation contains all of the terms of the agreement between the Parties, and is intended to be and is the final and sole agreement between the Parties. The Parties agree that any other prior or contemporaneous

representations or understandings not explicitly contained in herein, whether written or oral, are of no further legal or equitable force or effect. Any subsequent modifications to this Joint Stipulation must be in writing, and must be signed and executed by the Parties.

7. The Parties to this Joint Stipulation represent and warrant that they have reviewed and understand its contents. The Parties to this Joint Stipulation further represent and warrant that each has the power to execute, deliver, and perform their obligations under the Joint Stipulation; that each has taken all necessary action to authorize the execution, delivery, and performance of this Joint Stipulation; and that this Stipulation is enforceable in accordance with its terms.
8. The Parties shall bear their own costs and attorneys' fees.
9. The Parties jointly request that the Court enter the attached order for judgment.
10. Pursuant to Local Rule 9011-4(f), the Parties authorize the filing of this Stipulation with electronic signatures of Filing Users.

Dated: April 1, 2021

W. ANDERS FOLK
Acting United States Attorney
/e/ Erin M. Secord
BY: ERIN M. SECORD
Assistant U.S. Attorney
(b)(6)
Email: (b)(6)
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415
612-664-5600
**Attorneys for the Defendant United
States Department of Education**

Dated: April 1, 2021

COZEN O'CONNOR

By: /e/ Heather L. Marx

Thomas G. Wallrich, #213354

Heather L. Marx, #321163

33 South Sixth Street, Suite 3800

Minneapolis, MN 55402

Phone: 612-260-9004

Email: hmarx@cozen.com

Attorneys for Plaintiff (b)(6)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 7

(b)(6)

Case No. 19-60875

Debtor.

(b)(6)

Plaintiff,

Adv. Case No. 20-06025

v.

United States Department of Education,

Defendant.

**ORDER OF PARTIAL DISCHARGE OF PLAINTIFF'S U.S. DEPARTMENT OF
EDUCATION LOANS AND DISMISSING ADVERSARY PROCEEDING WITH
PREJUDICE**

Based on the parties' Joint Stipulation For Partial Discharge of Plaintiff's U.S. Department of Education Loans and to Dismiss Adversary Proceeding With Prejudice (ECF No. 5), and upon all the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. Based upon facts and circumstances obtained through discovery, the Parties have agreed that the following Plaintiff's Direct Stafford Loans of \$164,714.40 and Plaintiff's Direct Graduate PLUS Loans of \$47,424.02 are dischargeable pursuant to 11 U.S.C. § 523(a)(8);

2. Plaintiff will retain and reaffirms National Student Loan Database (NSLDS) Direct Plus loan numbers 1, 3, 4, and 5, as indicated below without highlighting, for a total remaining Direct Graduate PLUS Loan balance of \$25,651.31. These four loans shall not be subject to discharge under 11 U.S.C. § 524(a);

DIRECT PLUS LOANS

Loan #	Disbursement Date	Disb Amount	Int Due	Prin. Due	Total Due
1	12/7/2017	\$ 1,489.00	\$ 115.38	\$ 1,539.55	\$ 1,654.93
2	9/1/2017	\$13,733.00	\$ 1,083.26	\$ 14,454.64	\$ 15,537.90
3	6/9/2017	\$12,613.00	\$ 904.94	\$ 13,393.60	\$ 14,298.54
4	2/28/2017	\$ 4,156.00	\$ 303.11	\$ 4,485.78	\$ 4,788.89
5	9/26/2016	\$ 4,156.00	\$ 310.55	\$ 4,598.40	\$ 4,908.95
6	8/30/2016	\$10,360.00	\$ 769.35	\$ 11,388.61	\$ 12,157.96
7	6/21/2016	\$ 4,368.00	\$ 362.75	\$ 4,951.99	\$ 5,314.74
8	6/20/2016	\$11,846.00	\$ 983.55	\$ 13,429.87	\$ 14,413.42
Remaining Total:			\$ 1,633.98	\$ 24,017.33	\$ 25,651.31

3. Provided Plaintiff continues to meet the program requirements under Section 682.215, she will continue to be eligible for Education’s Income Based Repayment Plan for the loans not subject to discharge (Loans 1, 3, 4, and 5); and
4. This adversary action shall be **DISMISSED WITH PREJUDICE** pursuant to Fed. R. Bank. P. 7041 and Fed. R. Civ. P. 41(a), with the parties bearing their own costs and fees.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

 Michael E. Ridgeway
 Chief Judge
 United States Bankruptcy Court

Below is a judgment of the court. If the judgment is for money, the applicable judgment interest rate is: Not Applicable

(b)(6)

PETER C. McKITTRICK
U.S. Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON**

In re

(b)(6)

Debtor.

(b)(6)

Plaintiff,

vs.

**UNITED STATES DEPARTMENT OF
EDUCATION, SALLIE MAE, NAVIENT,**

Defendants.

Case No. 19-33262-pcm7

Adv. Proc. No. 19-03104-pcm

STIPULATED JUDGMENT

Plaintiff, (b)(6) (“Plaintiff”) and Defendant United States Department of Education (“DOE”) (collectively “the Parties”) hereby Stipulate:

1. On September 3, 2019, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.
2. Plaintiff’s Chapter 7 bankruptcy was discharged on December 12, 2019.

3. Plaintiff filed this adversary proceeding on September 30, 2019.
4. Plaintiff is indebted to DOE pursuant to the following Loan Applications and

Promissory Notes (“Notes”) executed by Plaintiff:

- a. Master Promissory Note Federal Stafford Loan FFELP dated February 17, 2009; and
 - b. Master Promissory Note William D. Ford Federal Direct Loan dated February 6, 2012.
5. The following are Plaintiff’s loans pursuant to the Notes (“Student Loans”):

Loan Number	Disbursement Date	Loan Amount	Interest Rate
<i>Direct Stafford Loans</i>			
1	4/27/12	\$841.00	6.80%
2	4/27/12	\$2,631.00	6.80%
<i>FFEL Loans</i>			
3	03/19/10-07/27/10	\$ 5,271.00	6.80%
4	03/19/10-07/27/10	\$6,708.00	6.80%
5	03/26/09-08/25/09	\$1,000.00	6.80%
6	03/26/09-08/25/09	\$2,000.00	6.00%
7	03/26/09-08/25/09	\$3,500.00	6.00%
8	03/26/09-08/25/09	\$6,000.00	6.80%
<i>Direct Consolidation Loans</i>			
9	07/06/12	\$4,783.29	3.88%
10	7/6/12	\$5,404.21	3.88%

6. The interest that has accrued on the Student Loans has been capitalized. As of March 19, 2021, the total amount due in principal and interest on the Student Loans is \$56,301.83.

7. To resolve this matter without the need for further litigation, the Parties agree that Plaintiff will make payments to DOE pursuant to the repayment plan described in this Stipulated Judgment (“Stipulation”). Dismissal with prejudice of the adversary proceeding against DOE is appropriate under the circumstances set forth below.

8. Plaintiff’s Student Loans will be placed in forbearance for a period of 2 years (24 months) of \$0 payment to begin no earlier than October 1, 2021.

9. Following the 2 years (24 months) of forbearance, Plaintiff will pay \$65 per

month for a period of 20 years, meaning 240 separate qualifying monthly payments (“Repayment Term”) not to include periods of deferment or forbearance,¹ for a total payment of \$15,600.00 (“Total Payment”). If Plaintiff complies with all terms and conditions of this Stipulation including, but not limited to, timely making the requisite payments, and not defaulting on her DOE Student Loan, then at the end of the Repayment Term, any remaining obligation on her Student Loans will be deemed discharged in bankruptcy. Any interest accrued on the loan balance during the 240-month payment period will be discharged.

10. Plaintiff shall begin making payments 30 days after the forbearance has concluded. Each monthly payment must be made no later than the first (1st) day of each month (“Monthly Payment Due Date”), with a thirty (30) day grace period for each monthly payment.

11. Payments to be made pursuant to this Stipulation shall be sent to the DOE by way of the contracted loan servicer assigned to handle the Student Loan. Payments can be made by mail, by phone, online, or any other payment option offered by the Plaintiff’s contracted servicer. Currently, Plaintiff’s account is assigned to Navient, and the current payment address is:

Navient - U.S. Department of Education Loan Servicing
P.O. Box 4450
Portland, OR 97208-4450

Each payment shall reference Plaintiff’s account number or Social Security Number. If in the future the contracted servicer or payment address changes, Plaintiff will be notified by mail and will need to adjust the payment method accordingly.

12. Payment default will occur if DOE receives any monthly payment more than thirty (30) days after the Monthly Payment Due Date. If default occurs, Plaintiff will no longer be eligible for discharge under this Stipulation after 240 qualifying payments. In the event Plaintiff defaults on her Student Loans or any term of this Stipulation, then this Stipulation shall become null and void, and all of the original terms of the Student Loans shall again be in effect

¹ Plaintiff may request a forbearance or deferment from the DOE under any of the DOE programs in place at the time of the request. Currently, information about eligibility to request a forbearance or deferment from the DOE can be found at studentaid.gov.

and DOE will be entitled to recover the full remaining amount of the Student Loans, including unpaid interest, accrued interest, and regulatory collection costs if applicable, less any payments Plaintiff has made.

13. Should DOE fail to provide a monthly reminder notice or receipt for payment to Plaintiff, Plaintiff will not be relieved of her obligation and agreement to make consecutive, timely, monthly payments.

14. Plaintiff should, although is not required to, keep records of all payments made to DOE under this Stipulation.

15. Plaintiff may, at any time, choose to repay her Student Loan obligation to DOE pursuant to the terms and conditions of the original Notes. However, such a payment, unless it is a payment in full, does not relieve Plaintiff of the obligation to make ongoing monthly payments under the terms of this Stipulation.

16. Nothing in this Stipulation precludes Plaintiff from seeking discharge of her Student Loans through any current or future process that DOE offers, including but not limited to the Total and Permanent Disability Discharge.

17. If any provision of this Stipulation is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. This Stipulation may not be altered, modified, or otherwise changed in any respect except in writing, duly executed by all of the Parties or their authorized representatives. Any attempted oral or implied amendment, modification, or waiver shall be null and void.

19. Except as provided in this Stipulation, all other terms of the Student Loans remain in effect and are hereby incorporated by reference. To the extent that the terms of the Student Loans conflict with the terms of this Stipulation, the terms in this Stipulation control.

20. This Stipulation shall constitute the entire agreement between the Parties, and it is expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the Parties. The Parties further acknowledge that no warranties or representations have been

made on any subject other than as set forth in this Stipulation.

21. Each person signing this Stipulation warrants that she is fully authorized to sign this Stipulation on her own behalf and on behalf of her respective predecessors, transferors, or assignors, and that the Stipulation is therefore binding upon and enforceable against the same.

22. The Stipulation is binding upon and inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

23. The Parties stipulate that this adversary proceeding against DOE be dismissed without prejudice, with each party to bear their own fees, costs, and expenses.

The Parties to this Stipulation certify that they have read and fully understand its terms.

Based upon the stipulation of the Parties set forth above, good cause having been shown,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff's Student Loan debt is not dischargeable pursuant to 11 U.S.C. § 523(a)(8) except as stipulated above. DOE is dismissed without prejudice as a party to this action.

2. The Parties shall bear their own costs, fees, and expenses incurred in this proceeding.

###

IT IS SO STIPULATED:

Dated: April 15, 2021	Dated: <u>4-15-2021</u>
<u>/s/ Jessie D. Young</u> JESSIE D. YOUNG, (b)(6) (b)(6) Assistant United States Attorney United States Attorney's Office District of Oregon	(b)(6)

1000 SW Third Avenue, Suite 600
Portland, Oregon 97204
Telephone: (b)(6)
Attorney for Defendant United States
Department of Education

1 GLENN MCCORMICK
Acting United States Attorney
2 District of Arizona

3 ANNE E. NELSON
Assistant U.S. Attorney

4 (b)(6)
Two Renaissance Square
5 40 North Central Avenue, Suite 1800
Phoenix, Arizona 85004
6 Telephone: 602-514-7500
Facsimile: 602-514-7760

7 Email: (b)(6)
Attorneys for the United States of America

8
9 UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

10 In re,

11 (b)(6)

12
13 Debtor.

14 (b)(6)

15 Plaintiff,

16 v.

17 Navient Solutions Inc. and U.S.
Department of Education,

18 Defendants.

Chapter 7

2:19-bk-05466-BKM

Adv. Case No. 2:19-ap-00277-BKM

**STIPULATION OF DISCHARGE
AND DISMISSAL**

19 Plaintiff (b)(6) and Defendant U.S. Department of Education
20 submit the following Stipulation of Discharge and Dismissal pursuant to Fed. R. Civ. P.
21 41(a)(1)(A)(ii), incorporated by Fed. R. Bankr. P. 7041:

22 1. On June 8, 2004, Plaintiff executed a Master Promissory Note – William D.
23 Ford Federal Direct Loan Program (“2004 MPN”). Pursuant to the 2004 MPN, Defendant
24 U.S. Department of Education disbursed loan proceeds on Plaintiff’s behalf for \$1,333.00
25 and \$2,030.00 on or about September 10, 2004.

26 2. On August 26, 2015, Plaintiff executed another Federal Direct Loan Program
27 Master Promissory Note (“2015 MPN”). Pursuant to the 2015 MPN, Defendant U.S.
28 Department of Education disbursed loan proceeds on Plaintiff’s behalf for \$2,000.00 and

1 \$2,250.00 on or about September 1, 2016; \$4,500.00 and \$6,000.00 on or about September
2 3, 2015; and \$1,250.00 and \$4,000.00 on or about January 26, 2017.

3 3. On June 17, 2008, Plaintiff executed a Federal Direct Consolidation Loan
4 Promissory Note (“Direct Consolidation Note”). Pursuant to the Direct Consolidation Note,
5 Defendant U.S. Department of Education disbursed loan proceeds on Plaintiff’s behalf for
6 \$8,802.19 and \$11,496.81 on August 29, 2008.

7 4. On June 27, 2016, Plaintiff executed a Federal Direct PLUS Loan, Paster
8 Promissory Note for Parent Loans in benefit of dependent, (b)(6) (“Parent
9 PLUS Note”). Pursuant to the Parent PLUS Note, Defendant U.S. Department of Education
10 disbursed loan proceeds on Plaintiff’s behalf in benefit for dependent (b)(6) for
11 \$11,085 on September 20, 2016 and \$6,510.00 on September 21, 2017.

12 5. The 2004 MPN, 2015 MPN, Direct Consolidation Note, and Parent Plus
13 Loans are student loans made to Plaintiff within the meaning of 11 U.S.C. § 523(a)(8).

14 6. Plaintiff filed this action seeking a discharge of the student loan debts
15 described in paragraphs 1 through 4, above, pursuant to 11 U.S.C. § 523(a)(8).

16 7. Plaintiff (b)(6) and Defendant U.S. Department of Education
17 hereby stipulate that Plaintiff’s loan obligations to the U.S. Department of Education
18 described in paragraphs 1 through 4, above, are dischargeable under 11 U.S.C. § 523(a)(8).

19 8. Plaintiff (b)(6) and Defendant U.S. Department of Education
20 hereby stipulate to dismiss this action with prejudice, with each bearing its own costs, fees,
21 and expenses.

22 9. The parties to this Stipulation certify that they have read and fully understand
23 its terms and have full authority to enter into this Stipulation.

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RESPECTFULLY SUBMITTED this 28th day of April, 2021.

GLENN MCCORMICK
Acting United States Attorney
District of Arizona

/s Anne E. Nelson
ANNE E. NELSON
Assistant U.S. Attorney
Attorneys for U.S. Department of Education

(b)(6)

(b)(6) *(with permission 4/28/2021)*
Pro Se Plaintiff

Original of the foregoing filed electronically on April 28, 2021 with:

United States Bankruptcy Court
District of Arizona
Phoenix Division

Copy of the foregoing served via U.S. Mail on April 28, 2021, to:

(b)(6)

Debtor

/s Anne E. Nelson
United States Attorney's Office

1 TRACY L. WILKISON
Acting United States Attorney
2 DAVID M. HARRIS
Assistant United States Attorney
3 Chief, Civil Division
JOANNE S. OSINOFF
4 Assistant United States Attorney
Chief, General Civil Section
5 ELAN S. LEVEY (b)(6)
Assistant United States Attorney
6 Room 7516, Federal Building
300 North Los Angeles Street
7 Los Angeles, California 90012-9834
Telephone: (b)(6)
8 Fax: (213)894-7819
Email: (b)(6)

9 Attorneys for Defendant, United States Department of Education

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION**

12 In re

13 (b)(6)

14 Debtor.

15
16 (b)(6)

17 Plaintiff,

18 vs.

19 UNITED STATES DEPARTMENT OF
20 EDUCATION,

21 Defendant.

Case No. 6:20-bk-13765-WJ

Chapter 7

Adv. No. 6:20-ap-01145-WJ

**STIPULATION TO SETTLE AND
DISMISS ADVERSARY
PROCEEDING WITH PREJUDICE**

Pre-Trial Conference:

Date: June 17, 2021

Time: 1:30 p.m.

Crtm: 304

Place: 3420 Twelfth St.
Riverside, CA 92501

22
23
24 **IT IS HEREBY STIPULATED** by and between Plaintiff (b)(6) (“Plaintiff”) and
25 Defendant United States Department of Education (“Education” or “Defendant), through their
26 respective counsel of record (collectively, the “Parties”), with reference to the following facts and
27 subject to Bankruptcy Court approval:
28

RECITALS

1
2 A. On August 31, 2020, Plaintiff filed a complaint for the determination of the
3 dischargeability of student loan debt, pursuant to 11 U.S.C. Section 523(a)(8) (Docket No. 1)
4 (“Complaint”), commencing the subject adversary proceeding (“Adversary Proceeding”).

5 B. Defendant timely filed an Answer to the Complaint.

6 C. Pre-petition, on or about April 24, 2003, Plaintiff executed a promissory note
7 (“Note”) to obtain a Direct Consolidation Loan from Education. On July 11, 2003, Education
8 disbursed Direct Consolidation Loan proceeds on Plaintiff’s behalf in the principal amount of
9 \$67,185.89, at the interest rate of 7.0% annum (“Student Loan”).

10 D. The Note evidences a student loan made to Plaintiff or on his behalf under a program
11 funded in whole or in part by a governmental unit within the meaning of 11 U.S.C. § 523(a)(8).
12 Plaintiff’s Student Loan was authorized and made by Education under the William D. Ford Federal
13 Direct Loan Program pursuant to Title IV, Part D of the Higher Education Act of 1965, as amended,
14 20 U.S.C. § 1087a, *et seq.* (34 C.F.R. § 685).

15 E. Education currently holds all right, title and interest in the Note and the Student Loan.

16 F. Education demanded payment according to the terms of the Note and Plaintiff
17 defaulted on the Student Loan on June 10, 2004 and November 23, 2015.

18 G. Pursuant to 34 C.F.R. § 685.202(b), a total of \$60,147.79 in unpaid interest was
19 capitalized and added to the principal balance of the Student Loan.

20 H. A total of \$11,062.93 in payments from all sources, including Treasury Department
21 offsets, if any, have been credited to the Student Loan balance. After application of these payments,
22 the unpaid balance of the Student Loan is approximately \$165,857.13, consisting of \$127,123.68 in
23 principal and \$38,733.45 in outstanding accrued interest

24 I. Plaintiff alleges that repayment of the Student Loan would be an undue hardship to
25 him, pursuant to 11 U.S.C. § 523(a)(8).

26 J. In order to resolve this matter without the need for further litigation, the Parties agree
27 that Plaintiff shall provide partial repayment of the Student Loan and that dismissal of the Adversary
28 Proceeding with prejudice is appropriate under the circumstances set forth below.

STIPULATION

1
2 1. The Recitals set forth above are hereby incorporated into the Stipulation by this
3 reference.

4 2. Plaintiff shall pay the total sum of \$9,996.00 (“Settlement Amount”) to Defendant by
5 making monthly installment payments of \$119.00 (“Monthly Settlement Payment”) for a term of
6 seven (7) years, or until September 1, 2028 (“Payment Deadline”), commencing with the first
7 Monthly Settlement Payment due on September 1, 2021, in full satisfaction of the Student Loan.

8 3. Plaintiff shall make the Monthly Settlement Payments pursuant to Education’s online
9 payment system through the servicer of Plaintiff’s Student Loan, or, alternatively, payable in good
10 funds to Education, which payment shall include Plaintiff’s account number (b)(6), and sent
11 to the following address by U.S. mail:

12 Navient – Dept of Education Loan Servicing
13 P.O. Box 4450
14 Portland, OR 97208-4450

15 4. No prepayment penalty shall apply in the event Plaintiff satisfies the Settlement
16 Amount prior to the Payment Deadline.

17 5. Upon Plaintiff’s completion of the Settlement Amount by the Payment Deadline,
18 Plaintiff shall be discharged of the remaining balance of the Student Loan, pursuant to his Chapter 7
19 discharge order entered on September 8, 2020, pursuant to 11 U.S.C. § 727.

20 6. If the Settlement Amount and/or Monthly Payments are made after the Payment
21 Deadline, Plaintiff shall be in default and this Stipulation shall become null and void. Payment shall
22 be deemed made if either submitted to Education’s online payment system through the servicer of
23 Plaintiff’s Student Loan, or, alternatively, paid in good funds to Education and postmarked and sent
24 by U.S. Mail to the address provided in Paragraph 3 of this Stipulation, in either case on the 1st day
25 of each month, unless such day is a weekend or federal holiday, in which case the first business day
26 thereafter. Education shall provide Plaintiff with notice and opportunity to cure on a once yearly
27 basis.

28 ///

1 7. If Plaintiff fails to cure a default within ten (10) days of the date of the letter notifying
2 Plaintiff of such default, then the entire remaining Student Loan debt shall become immediately due
3 and owing to Defendant, including all accrued interest and collection activity fees, if applicable, less
4 any and all payments made to made, and Defendant shall be entitled to collect such debt in any
5 manner allowed by law.

6 8. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil
7 Procedure 41(a), the Adversary Proceeding shall be dismissed with prejudice.

8 9. The terms of this Stipulation shall survive and be effective in any future bankruptcy
9 filing under any chapter of the United States Bankruptcy Code by Plaintiff.

10 10. Any and all individual taxation consequences as a result of this Stipulation are the
11 sole and exclusive responsibility of Plaintiff. Defendant does not warrant any representation of any
12 tax consequences of this Stipulation. Nothing contained herein shall a constitute a waiver by Plaintiff
13 of any right to challenge any tax consequences of this Stipulation and/or any cancellation of debt
14 resulting from forgiveness of any balance due on the Student Loan.

15 11. If any one or more terms or provisions of this Stipulation is/are held to be
16 unenforceable, the remaining terms and provisions shall remain in full force and effect and shall be
17 construed as if the unenforceable provisions had never been contained in this Stipulation.

18 12. Any amendment, modification, or waiver of any term or condition of this Stipulation
19 must be made in writing and signed by all Parties hereto. Any attempted oral or implied amendment,
20 modification or waiver shall be null and void.

21 13. Except as provided in this Stipulation, all other terms of the Note remain in effect and
22 are hereby incorporated by reference. To the extent that the terms of the Note conflict with the terms
23 of this Stipulation, the terms in this Stipulation control.

24 14. This written agreement contains all of the agreements between the Parties, and is
25 intended to be and is the final and sole agreement between the Parties. The Parties agree that any
26 other prior or contemporaneous representations or understandings not explicitly contained in this
27 written agreement, whether written or oral, are of no further legal or equitable force or effect. Any
28 subsequent modifications to this agreement must be in writing, and must be signed and executed by

1 the Parties.

2 15. The Stipulation shall be binding upon any successors of Defendant or assignees of the
3 Student Loan.

4 16. Plaintiff agrees to accept the terms set forth in this Stipulation in full settlement and
5 satisfaction of any and all claims, demands, rights, and causes of action of any kind and nature
6 whatsoever, arising from the same subject matter that gave rise to the Adversary Proceeding,
7 including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown,
8 and whether for compensatory or exemplary damages.

9 17. The Parties to this Stipulation represent and warrant that they have reviewed and
10 understand its terms and contents. The Parties to this Stipulation further represent and warrant that
11 each has the power to execute, deliver, and perform this Stipulation agreement; that each has taken
12 all necessary action to authorize the execution, delivery, and performance of this Stipulation
13 agreement; and that this Stipulation is enforceable in accordance with its terms.

14 18. The Parties hereby acknowledge and agree that they have been represented by, or had
15 the opportunity to seek representation by, independent counsel of their own choice throughout all
16 negotiations that preceded the execution of this Stipulation.

17 19. Plaintiff represents and acknowledges that he enters into this Stipulation freely and
18 voluntarily. Plaintiff further acknowledges that he had sufficient opportunity to consult with an
19 attorney regarding the terms and conditions of this Stipulation.

20 20. It is contemplated that this Stipulation may be executed in several counterparts with a
21 separate signature page for each party. All such counterparts and signature pages, collectively, shall
22 be deemed to be one document.

23 21. The Parties agree to bear their own attorneys' fees and costs in connection with the
24 Adversary Proceeding.

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22. All notices pursuant to this Stipulation shall be sent by U.S. Mail, postage paid:

If to Plaintiff:
J. Luke Hendrix
Law Offices of J. Luke Hendrix
28465 Old Town Front Street, Suite 212
Temecula, CA 92590

If to Education:
U.S. Department of Education
Attention: Christopher Bolander
Litigation Unit
Federal Student Aid
50 United Nations Plaza
Mail Box 1200, Room 1240
San Francisco, CA 94102

23. The Parties certify that they have read and fully understand its terms.

Respectfully submitted,

Dated: June 1, 2021

TRACY L. WILKISON
Acting United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section

By: /s/ Elan S. Levey
ELAN S. LEVEY
Assistant United States Attorney

Attorneys for Defendant,
U. S. Department of Education

Dated: June 1, 2021

LAW OFFICES OF J. LUKE HENDRIX

(b)(6)
By: [Redacted Signature]

J. LUKE HENDRIX
Attorneys for Plaintiff (b)(6)

Dated: June 1, 2021

(b)(6)
By: [Redacted Signature]

1
2 Below is a judgment of the court. If the judgment is for
3 money, the applicable judgment interest rate is: Not
4 Applicable.

5
6
7 (b)(6)

8
9 PETER C. MCKITTRICK
U.S. Bankruptcy Judge

10 UNITED STATES BANKRUPTCY COURT
11 DISTRICT OF OREGON

12 **In re**

13 (b)(6)

14 Debtor.

15 (b)(6)

16 Plaintiff,

17 vs.

18 **DEPARTMENT OF EDUCATION, THE**
19 **ALASKA STUDENT LOAN**
20 **CORPORATION,**

21 Defendants.

Case No. 15-35557-pcm7

Adv. Proc. No. 20-03074-pcm

STIPULATED JUDGMENT AS TO
DEFENDANTS UNITED STATES
DEPARTMENT OF EDUCATION AND
THE ALASKA STUDENT LOAN
CORPORATION

22 It is hereby stipulated and agreed, by and between (b)(6) ("Plaintiff") and
23 Defendants United States Department of Education ("DOE") and The Alaska Student Loan
24 Corporation ("ASLC") (collectively "Parties"), that the following facts are true:

25 1. On December 1, 2015, Plaintiff petitioned for Chapter 7 bankruptcy relief and
26 obtained a discharge.

1 8. The following loans were disbursed pursuant to the Note, in the principal amounts
2 of, interest rates, and loan types (“ACPE Student Loans”):

	Disbursement Date	Amount
3		
4	1. 5/15/2007	\$4,250
5	2. 10/16/2007	\$4,250
6	3. 4/1/2008	\$4,250
7	4. 10/16/2008	\$4,250
8	5. 5/7/2009	\$3,806
	6. 10/15/2009	\$3,306

9 9. Various accommodations, interest capitalization, and other events have occurred
10 on the ACPE Student Loans. As of July 13, 2020 the total amount due to the Alaska Commission
11 on Postsecondary Education is \$31,038.27.

12 **Resolution as to U.S. Department of Education**

13 10. To resolve this matter without the need for further litigation, the Plaintiff and
14 DOE agree that Plaintiff will make payments to DOE pursuant to the repayment plan described
15 herein. Dismissal with prejudice of the adversary proceeding against DOE is appropriate under
16 the circumstances set forth below.

17 11. Plaintiff will pay a “reduced balance” of \$44,460, payable at \$310 per month for a
18 period of 12 years, meaning 144 separate qualifying monthly payments (“Repayment Term”) not
19 to include periods of deferment or forbearance.

20 12. The first payment will be due within 60 days of the entry of an order of this Court
21 approving this Stipulation.

22 13. Each monthly payment must be made no later than the first (1st) day of each
23 month (“Monthly Payment Due Date”), with an allowance of a thirty (30) day grace period for
24 each such monthly payment.

25 14. Payment default will occur if DOE receives any monthly payment in excess of
26 thirty (30) days after its Monthly Payment Due Date. If this occurs, Plaintiff agrees: (1) that the

1 terms of this Stipulated Judgment of Dismissal that pertain to the DOE shall become null and
2 void, (2) all the original terms of the Student Loans shall again be in effect, and (3) DOE will be
3 entitled to immediately recover the Original Loan Amount, plus interest, and regulatory
4 collection costs if applicable, less any payments Plaintiff has made.

5 15. Should DOE fail to provide a monthly reminder notice or receipt for payment to
6 Plaintiff, this does not relieve Plaintiff of her obligation and agreement to make consecutive,
7 timely, monthly payments.

8 16. Plaintiff may at any time choose to repay her Original Loan Amount to DOE in
9 full or in part ahead of schedule without prepayment penalty but this will not lead to Plaintiff
10 being relieved of any of her payment obligations under this Stipulated Agreement.

11 17. If any provision of this Stipulation is held invalid, illegal, or unenforceable, the
12 validity, legality, and enforceability of the remaining provisions shall not in any way be affected
13 or impaired thereby.

14 18. This Stipulation may not be altered, modified, or otherwise changed in any
15 respect except in writing, duly executed by all Parties or their authorized representatives. Any
16 attempted oral or implied amendment, modification, or waiver shall be null and void.

17 19. Except as provided in this Stipulation, all other terms of the DOE Student Loans
18 remain in effect and are hereby incorporated by reference. To the extent that the terms of the
19 Student Loans conflict with the terms of this Stipulation, the terms in this Stipulation control.

20 **Resolution as to The Alaska Student Loan Corporation**

21 20. To resolve this matter without the need for further litigation, the Plaintiff and
22 ASLC agree that Plaintiff will make payments to ACPE pursuant to the repayment plan
23 described herein. Dismissal with prejudice of the adversary proceeding against ASLC is
24 appropriate under the circumstances set forth below.

1 21. Plaintiff will pay \$2000 within thirty days of the execution of this Stipulation, and
2 \$50 per months for a period of 60 months, followed by payments of \$100 per month for a period
3 of 120 months (“Alaska Repayment Term”) not to include periods of deferment or forbearance.

4 22. The first payment will be due within 60 days of the entry of an order of this Court
5 approving this Stipulation.

6 23. Each monthly payment must be made no later than the first (1st) day of each
7 month (“Monthly Payment Due Date”), with an allowance of a thirty (30) day grace period for
8 each such monthly payment.

9 24. Payment default will occur if ACPE receives any monthly payment in excess of
10 thirty (30) days after its Monthly Payment Due Date. In the event Plaintiff defaults on her
11 ACPE Student Loans or any term of this Stipulation, ACPE will be entitled to immediately
12 recover the reduced balance, less any payments Plaintiff has made.

13 25. Should ACPE or its agent fail to provide a monthly reminder notice or receipt for
14 payment to Plaintiff, this does not relieve Plaintiff of her obligation and agreement to make
15 consecutive, timely, monthly payments.

16 26. Plaintiff may at any time choose to repay her student loan obligations to
17 ACPE/ASLC in full or in part ahead of schedule without prepayment penalty.

18 27. If any provision of this Stipulation is held invalid, illegal, or unenforceable, the
19 validity, legality, and enforceability of the remaining provisions shall not in any way be affected
20 or impaired thereby.

21 28. This Stipulation may not be altered, modified, or otherwise changed in any
22 respect except in writing, duly executed by all Parties or their authorized representatives. Any
23 attempted oral or implied amendment, modification, or waiver shall be null and void.

24 29. Except as provided in this Stipulation, all other terms of the ACPE Student Loans
25 remain in effect and are hereby incorporated by reference. To the extent that the terms of the
26 Student Loans conflict with the terms of this Stipulation, the terms in this Stipulation control.

Stipulations

30. The Parties to this Stipulation acknowledge that they have been represented by independent counsel of their own choice or have chosen to not have their own counsel throughout all the negotiations that have preceded the execution of this Stipulation.

31. This Stipulation shall constitute the entire agreement between the Parties, and it is expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the Parties. The Parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Stipulation.

32. Each person signing this Stipulation warrants that he or she is fully authorized to sign this Stipulation on his or her behalf and on behalf of his or her respective predecessors, transferors, and/or assignors, and that the Stipulation is therefore binding upon and enforceable against the same.

33. The Stipulation is binding upon and inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

34. The Parties stipulate that this adversary proceeding against DOE and ASLC be dismissed without prejudice, with each party to bear their own attorney's fees, costs and expenses.

35. The Parties to this Stipulation certify that they have read and fully understand its terms.

Based on the stipulation of the Parties set forth above, good cause having been shown,

IT IS HEREBY ORDERED:

1. Plaintiff's DOE Student Loan debts are discharged pursuant to 11 U.S.C. § 523(a)(8) but for: (1) the reduced balance amounts set for the above which remain non-dischargeable, and (2) subject to the terms and conditions in this Stipulated Judgment.

2. Plaintiff's ACPE Student Loan debts are discharged pursuant to 11 U.S.C. § 523(a)(8) but for the reduced balance amounts set for the above which remain non-dischargeable.

1 3. Defendants DOE and ASLC are dismissed without prejudice as parties to this
2 action.

3 4. The Parties shall bear their own costs and fees incurred in this proceeding.

4
5 ###

6 **IT IS SO STIPULATED:**

7 **Scott Erik Asphaug, OSB # 833674**
8 **Acting United States Attorney**
9 **District of Oregon**

10 /s/

11 **Jessie D. Young, (b)(6)**

12 **Assistant United States Attorney**
13 **United States Attorney's Office**
14 **District of Oregon**
15 **1000 SW Third Avenue, Suite 600**
16 **Portland, Oregon 97204**
17 **Telephone: (b)(6)**
18 **Attorney for Defendant United States**
19 **Department of Education**

(b)(6)

20 **Robert H. Schmidt (Alaska Bar #9909048)**

21 **rob.schmidt@alaska.gov (b)(6)**

22 **Assistant Attorney General**
23 **Department of Law**
24 **1031 West Fourth Avenue, Suite 200**
25 **Anchorage, AK 99501**
26 **Telephone: (907) 269-5200**
Facsimile: (907) 276-3697
Attorney for State of Alaska

16 (b)(6)
17 /s/

18 **Richard J. Parker, OSB # 800945**

19 **rjp@pbl.net**
20 **Parker, Butte & Lane, PC**
21 **1200 NW Naito Parkway Ste # 200**
22 **Portland OR 97209**
23 **Ph: (503) 241-1320**
24 **Fax 503-323-9058**
25 **Attorney for Plaintiff**

(b)(6)

26 **Plaintiff**

(b)(6)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

UNITED STATES ATTORNEY'S OFFICE

CRAIG CARPENITO

United States Attorney

EAMONN O'HAGAN

Assistant U.S. Attorney

970 Broad Street, Suite 700

Newark, NJ 07102

Tel: (b)(6)

Attorneys for the U.S. Department of Education

In re

(b)(6)

Debtor.

(b)(6)

Plaintiff,

v.

U.S. DEPARTMENT OF EDUCATION,

Defendant.

Chapter 7

Case No. 19-21657-CMG

Judge Christine M. Gravelle

Adv. Pro. No. 19-02118-CMG

**STIPULATION OF VOLUNTARY DISMISSAL OF
ADVERSARY PROCEEDING**

The relief set forth on the following pages, numbered two (2) through four (4) are hereby
ORDERED

Debtor: (b)(6)

Case No. 19-21657

Adv. Proc. No. 19-02118

Caption of Order: Stipulation of Dismissal of Adversary Proceeding

WHEREAS, (b)(6) (the "Plaintiff") filed the above-captioned adversary proceeding (the "Adversary Proceeding") naming the United States Department of Education (the "Department") as a defendant; and

WHEREAS, Plaintiff has opted to enroll in the repayment plan with the Department as set forth herein, and which fully resolves the Adversary Proceeding;

NOW, THEREFORE, IT IS STIPULATED AND AGREED by the Department and Plaintiff as follows:

1. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) (made applicable here by Federal Rule of Bankruptcy Procedure 7041), the Adversary Proceeding is hereby dismissed with prejudice subject to the terms hereof.

2. Plaintiff shall repay the Department, in full settlement and release of all claims associated with the Adversary Proceeding, the sum of \$48,915.89 (the "Repayment Amount") pursuant to the terms set forth herein.

3. The Repayment Amount shall be paid in-full over a 15-year period, with monthly payments to be made by Plaintiff to the Department pursuant to the following schedule (the "Repayment Schedule"):

- a. Year 1 (beginning September 1, 2020): \$100 per month for 12 months (\$1,200 annually);
- b. Year 2 (beginning September 1, 2021): \$200 per month for 24 months (\$2,400 annually);

Debtor: (b)(6)

Case No. 19-21657

Adv. Proc. No. 19-02118

Caption of Order: Stipulation of Dismissal of Adversary Proceeding

c. Years 3 through 15 (beginning September 1, 2022): \$300 per month for 144 months (\$3,600 annually).

4. Interest shall not accrue or be charged by the Department with respect to the Repayment Amount while the Repayment Schedule is in effect.

5. If Plaintiff defaults on the Repayment Schedule and thereafter fails to cure such default, the Department may, upon 30-days written notice to Plaintiff, reinstate the full amount of Plaintiff's indebtedness at issue in the Adversary Proceeding, which shall be subject to its original terms.

6. All monthly payments shall be made payable to the United States Department of Education, shall include Plaintiff's Social Security number and shall be made either (a) by electronic means approved by Plaintiff's loan servicer, or (b) by First Class or other mail service on the following address, unless Plaintiff is notified otherwise by an authorized representative of the Department:

Department of Education
FedLoan Servicing
P.O. Box 790234
St. Louis, MO 63179-0234

7. Notwithstanding the forgoing repayment schedule, Plaintiff may fully or partially prepay the Repayment Amount at any time without penalty.

Debtor: (b)(6)

Case No. 19-21657

Adv. Proc. No. 19-02118

Caption of Order: Stipulation of Dismissal of Adversary Proceeding

IN WITNESS WHEREOF, the Department, and Plaintiff have agreed to the foregoing.

Dated: July __, 2020

Dated: July 29, 2020

**CRAIG CARPENITO
UNITED STATES ATTORNEY
DISTRICT OF NEW JERSEY**

(b)(6)

Digitally signed by EAMONN O'HAGAN
Date: 2020.07.29 18:32:34 -04'00'

Eamonn O'Hagan, AUSA
Attorney to the United States of America

(b)(6)

(b)(6)

Plaintiff

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS
Topeka Division**

In re:

(b)(6)

Debtor.

(b)(6)

Plaintiff,

v.

UNITED STATES DEPARTMENT
OF EDUCATION, and
NAVIENT SOLUTIONS, INC.,

Defendants.

)
) Bankr. Case No.: 13-41680-JMK

)
) Chapter 13

)
) Adv. Proc. No.: 20-07004

**STIPULATION BETWEEN PLAINTIFF AND NAVIENT SOLUTIONS, LLC FOR
DISCHARGE OF EDUCATIONAL LOAN DEBT
AND DISMISSAL OF NAVIENT AS A DEFENDANT IN THIS ADVERSARY
PROCEEDING**

Plaintiff, (b)(6) (“Plaintiff”), and Navient Solutions, LLC f/k/a Navient Solutions, Inc. (“Navient”), by and through their respective undersigned counsel, hereby stipulate as follows:

1. On December 13, 2013, Plaintiff filed a voluntary petition for relief under the Chapter 13 of the United States Bankruptcy Code. A discharge of eligible debts was entered on March 14, 2019.

2. On January 28, 2020, Plaintiff filed a Complaint naming, inter alia, Navient as a Defendant, seeking a discharge of educational loan debt pursuant 11 U.S.C. §523(a)(8). On February 24, 2020, Navient filed its Answer to the Plaintiff's Complaint.

3. Plaintiff is indebted to Navient pursuant to the applicable terms of seven (7) educational loan Promissory Notes ("Promissory Notes"), executed by Plaintiff to obtain educational loans ("Educational Loans") with approximate balances, as of the date of filing of this adversary proceeding, as follows:

a. one (1) Educational Loan initially disbursed on or about January 4, 2008, with a balance, including principal and interest, totaling \$11,177.84;

b. one (1) Educational Loan initially disbursed on or about January 14, 2008, with a balance, including principal and interest, totaling \$26,399.25;

c. one (1) Educational Loan initially disbursed on or about March 10, 2008, with a balance, including principal and interest, totaling \$11,061.29;

d. one (1) Educational Loan initially disbursed on or about June 30, 2008, with a balance, including principal and interest, totaling \$7,720.40;

e. one (1) Educational Loan initially disbursed on or about August 4, 2008, with a balance, including principal and interest, totaling \$4,951.89;

f. one (1) Educational Loan initially disbursed on or about October 22, 2008, with a balance, including principal and interest, totaling \$3,199.66; and

g. one (1) Educational Loan initially disbursed on or about December 2, 2008, with a balance, including principal and interest, totaling \$6,351.12.

4. As of the date of the filing of this adversary proceeding, there was a balance due and owing on the Educational Loans evidenced by the Promissory Notes, including principal and

interest, in the aggregate amount of approximately \$70,861.45. The Plaintiff is not indebted to Navient other than on the Educational Loans as evidenced by the Promissory Notes.

5. The Plaintiff and Navient agree to a discharge of Plaintiff's liability on the debt due Navient, owing on the Educational Loans evidenced by the Promissory Notes referenced herein above, as included within the general discharge entered in the Plaintiff's main bankruptcy case on March 14, 2019. Upon approval of this Stipulation by the court, Plaintiff's debt to Navient, referenced herein, will be included within the general discharge entered in Plaintiff's main bankruptcy case.

6. The parties to this Stipulation agree to the dismissal of Navient Solutions, LLC and named Defendant Navient Solutions, Inc. as a Defendants in the instant adversary proceeding, subject to the terms of this Stipulation, upon approval of this Stipulation by the court.

7. This Stipulation may be executed in counterparts, by facsimile and/or by electronic mail, each of which shall constitute an original, but all of which together shall constitute one and the same Stipulation between the parties.

[this space intentionally left blank]

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
(NORTHERN DIVISION)

IN RE:

(b)(6)

Debtor.

Case No: 19-90161
Chapter: 7
Filed On: Aug. 6, 2019
Judge: Hon. Scott W. Dales

(b)(6)

Plaintiff,

-vs-

Adversary File: 19-99006

UNITED STATES DEPARTMENT
OF EDUCATION,

Defendant.

STIPULATION RESOLVING ADVERSARY PROCEEDING

Debtor/Plaintiff, (b)(6) by and with her attorney, and Defendant, United States Department of Education, through its attorney, hereby stipulate to the following resolution of the adversary case which requests a discharge of Debtor/Plaintiff's liability on the parent plus loans with U.S. Department of Education made for her son.

1. (b)(6) liability on the parent plus loans is capped at \$9,800. Her obligation for any amount over and above that is to be included in a debt discharge from the Bankruptcy Court.

2. The \$9,800 amount will not bear interest and will be allowed to be repaid at \$50 per month. The parties stipulate that repayment of any amount greater than \$9,800 by (b)(6) would impose an undue hardship on (b)(6)

3. Nothing in this stipulation prohibits or prevents (b)(6) from eligibility to obtain an administrative discharge of the \$9,800 settlement amount under the Total and Permanent Disability ("TPD") program.

Date: 5/24/21

(b)(6)

(b)(6) Debtor/Plaintiff (b)(6)

(b)(6)

(b)(6)

(b)(6)

Date: 5/25/21

(b)(6)

David E. Bulson (P32706)
Attorney for Debtor/Plaintiff
402 Ashmun St., P.O. Box 579
Sault Ste. Marie, MI 49783
(906) 632-1118

Date: 5/26/2021

(b)(6)

Michael Smparski
U.S. Attorney's Office
P.O. Box 208
Grand Rapids, MI 49501

(b)(6)

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
(NORTHERN DIVISION)

IN RE:

(b)(6)

Debtor.

Case No: 19-90161
Chapter: 7
Filed On: Aug. 6, 2019
Judge: Hon. Scott W. Dales

(b)(6)

Plaintiff,

Adversary File: 19-99006

-vs-

UNITED STATES DEPARTMENT
OF EDUCATION,

Defendant.

ORDER DISCHARGING ALL BUT \$9,800 OF
AN EDUCATION LOAN

At a session of the Court held in the City of Marquette,
Michigan.

The parties filed a stipulation which admits that repayment of a parent plus loan owed to the United States Department of Education by (b)(6) will impose an undue hardship on the Debtor. The parties agreed to cap the Plaintiff/Debtor's liability on the education loan at \$9,800 and allow the Plaintiff/Debtor to pay that amount at \$50 per month and the amount to bear no interest. Any amount owed over the \$9,800 is to be discharged. Further, should the Plaintiff/Debtor become disabled and unable to pay all or any part of the \$9,800, nothing in the agreement between the parties prohibits her from applying for an administrative discharge.

Therefore, IT IS HEREBY ORDERED that all but \$9,800 of the educational debt owed by the Plaintiff/Debtor, (b)(6) to the Defendant, United States Department of Education, is discharged. IT IS FURTHER ORDERED that the \$9,800 which is not discharged shall not bear interest and may be paid at \$50 per month.

IT IS FURTHER ORDERED that the United States Department of Education shall furnish the address to Plaintiff where payments are to be sent and Plaintiff shall use that address.

IT IS FURTHER ORDERED that the United States Department of Education shall not declare a default unless Plaintiff is 60 days delinquent on the monthly payments.

IT IS FURTHER ORDERED this order resolves all claims in the adversary case.

END OF ORDER

DRAFTED BY:
David E. Bulson (P32706)
402 Ashmun St., P.O. Box 579
Sault Ste. Marie, MI 49783
(906) 632-1118

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
(NORTHERN DIVISION)

IN RE:

(b)(6)

Debtor.

Case No: 19-90161
Chapter: 7
Filed On: Aug. 6, 2019
Judge: Hon. Scott W. Dales

(b)(6)

Plaintiff,

-vs-

Adversary File: 19-99006

UNITED STATES DEPARTMENT
OF EDUCATION,

Defendant.

PROOF OF SERVICE

The undersigned certifies that on June 11, 2021 a copy of Stipulation Resolving Adversary Proceeding and Order Discharging All But \$9,800 of an Education Loan was served on the following parties either electronically or by depositing said copies in the U.S. Mail, postage prepaid:

(b)(6)

Michael Smparski, U.S. Asst. Atty., P.O. Box 208, Grand Rapids, MI 49501

Date: June 11, 2021

/s/ Sherry A. Beaumont
Sherry A. Beaumont

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

(b)(6)

Debtor.

Case No. 20-10990-JEB
Chapter 7

(b)(6)

Plaintiff,

v.

Adv. Proc. No. 20-01119-JEB

U.S. DEPARTMENT OF EDUCATION,

Defendant.

STIPULATION AND ORDER OF DISMISSAL

This Stipulation of Dismissal and Order is hereby entered into between (b)(6) (the "Plaintiff") and the United States Department of Education ("DOE").

WHEREAS, on September 18, 2020, the Plaintiff filed an adversary proceeding against DOE; and

WHEREAS, the Family Federal Education Loan disbursed to Plaintiff on August 26, 2009 in the principal amount of \$8,236.97 (the "FFEL Loan") is not eligible for enrollment in the Revised Pay as You Earn repayment program; and

WHEREAS, DOE has agreed to the discharge the principal and interest due under the FFEL Loan pursuant to 11 U.S.C. § 523(a)(8);

WHEREAS, Plaintiff (b)(6) has opted to enroll in an income-based repayment plan with DOE for the remainder of her student loans held by DOE.

NOW, THEREFORE, IT IS STIPULATED AND AGREED by DOE and the Plaintiffs as follows:

1. The principal and interest due under the FFEL Loan is hereby discharged pursuant to 11 U.S.C. § 523(a)(8).

2. DOE is hereby dismissed from this adversary proceeding without prejudice.

IN WITNESS WHEREOF, DOE and the Plaintiff have agreed to the foregoing.

Dated: June 8, 2021

Dated: June 8, 2021

UNITED STATES OF AMERICA
By its attorneys

(b)(6)
By her attorney

NATHANIEL R. MENDELL
Acting United States Attorney

/s/ David C. Crossley
DAVID C. CROSSLEY, ESQ. (BBO#648197)
CROSSLEY LAW OFFICES, LLC
448 Concord Street / Route 126
Framingham, MA 01702
Tel. No. (508) 655-5068
Fax No. (508) 310-9022
dcrossley@crossley-law.com

/s/ Raquelle L. Kaye
Raquelle L. Kaye
Assistant United States Attorney
1 Courthouse Way, Suite 9200
Boston, MA 02210
Tel. No. (b)(6)

(b)(6)

SO ORDERED:

(b)(6)
June E. Bostwick 7/19/2021
UNITED STATES BANKRUPTCY JUDGE

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UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re:

(b)(6)

Debtor.

Bankr. No. 18-11631-TWD

(b)(6)

Plaintiff,

v.

UNITED STATES DEPARTMENT OF
EDUCATION and MISSOURI HIGHER
EDUCATION LOAN AUTHORITY
(MOHELA),

Defendants.

Adv. Proc. No. 18-01099-TWD

STIPULATION BETWEEN
PLAINTIFF AND THE UNITED
STATES

COME NOW Plaintiff in this adversarial proceeding, (b)(6)

("Plaintiff"), and Defendant United States Department of Education ("DOE"), by and through its undersigned counsel of record, and hereby stipulate and agree as follows:

1 1. On April 20, 2018, Plaintiff filed a voluntary petition for relief under chapter 13 of
2 the United States Bankruptcy Code.

3 2. On June 29, 2018, Plaintiff filed a Complaint for Hardship Discharge against DOE
4 seeking a discharge of his DOE student loan debt pursuant to 11 U.S.C. § 523(a)(8).

5 3. As of July 17, 2018, Plaintiff was indebted to DOE for \$217,813.93, with interest
6 accruing on a daily basis (“DOE Student Loan Obligation”).

7 4. Plaintiff’s claims against DOE are hereby dismissed, with prejudice, and without
8 costs or attorney’s fees to Plaintiff or DOE.

9 5. Following the approval of this Stipulation by the Bankruptcy Court and the dismissal
10 of this adversarial proceeding against DOE, Plaintiff shall contact the servicer of Plaintiff’s DOE
11 Student Loan Obligation within sixty (60) days of the dismissal and shall apply for the income-
12 driven repayment plan Revised Pay As You Earn (“REPAYE”). In applying, Plaintiff shall
13 complete all necessary income-related documentation. Plaintiff must also provide this
14 documentation to DOE’s loan servicer, if required by the servicer.

15 6. Upon acceptance into REPAYE, each monthly plan payment must be made no later
16 than the tenth (10) day of each month, with an allowance of a thirty-day (30) grace period for each
17 such payment.

18 7. DOE or its servicer’s failure to provide a monthly reminder notice or receipt for
19 payment does not relieve Plaintiff of his obligation and agreement to make consecutive and timely
20 monthly payments under REPAYE.

21 8. If Plaintiff complies with the terms and conditions of this Stipulation and REPAYE
22 for fifteen (15) years, any remaining DOE Student Loan Obligation will be deemed discharged in
23 bankruptcy pursuant to 11 U.S.C. § 727.
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1 9. Plaintiff will be deemed in payment default if DOE receives any monthly payment in
2 excess of thirty (30) days after the monthly payment due date under REPAYE or if Plaintiff fails to
3 comply with annual recertification guidelines for REPAYE, as outlined in 34 C.F.R. § 685.209(c),
4 whereby Plaintiff must provide satisfactory evidence of his current gross income and family size.
5

6 10. Further, if Plaintiff defaults on any term of this Stipulation and defaults on repayment
7 of his DOE Student Loan Obligation under REPAYE, then this Stipulation shall become null and
8 void, all of the original terms of Plaintiff's DOE Student Loan Obligation shall be reinstated, and
9 DOE will be entitled to recover the full amount of Plaintiff's DOE Student Loan Obligation,
10 including unpaid interest, accrued interest, and regulatory collection costs if applicable, less any
11 payments Plaintiff has made.
12

13 11. Nothing herein shall prevent Plaintiff from making monthly payments in an amount
14 greater than the amounts specified under REPAYE.
15

16 12. Nothing herein shall prevent Plaintiff from submitting an application for a Total and
17 Permanent Disability discharge to DOE should Plaintiff believe he has become qualified for such a
18 discharge.
19

20 13. This Stipulation shall be binding on any successors of DOE or any assignees of the
21 student loan obligations.
22

23 14. Any notice under this Stipulation shall be mailed to:

24 (b)(6)
25

26 Or to such address as indicated by Plaintiff to DOE through a future Change of
27 Address submitted to the DOE and/or its servicer.
28

1 15. This Stipulation may be signed in counterparts (including, without limitation, by PDF
2 or facsimile) each of which will be deemed an original and all of which will be taken together and
3 deemed one instrument.
4

5 16. This Stipulation is subject to the approval of the Bankruptcy Court. In the event that
6 the Bankruptcy Court declines to approve this Stipulation, it shall be null and void, with no force or
7 effect.
8

9 17. Plaintiff and DOE understand and agree that this Stipulation contains the entire
10 agreement between them, and that any statements, representations, promises, agreements, or
11 negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall
12 be of no force or effect.
13

14 18. Plaintiff and DOE shall each bear their own attorney's fees and costs incurred in this
15 adversary proceeding.
16

17 19. Plaintiff hereby agrees to accept the terms set forth in this Stipulation in full
18 settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever
19 kind and nature, arising from the same subject matter that gave rise to the above-captioned action,
20 including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown,
21 and whether for compensatory or exemplary damages
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1 APPROVED FOR ENTRY BY:

2 BRIAN T. MORAN
3 United States Attorney

4 */s/ Kristen R. Vogel*

5 KRISTEN R. VOGEL, (b)(6)

6 Assistant United States Attorney
7 United States Attorney's Office
8 700 Stewart Street, Suite 5220
9 Seattle, Washington 98101-1271
10 Phone: 206-553-7970
11 Fax: 206-553-4067
12 E-mail: (b)(6)

13 VORTMAN & FEINSTEIN

14 */s/ Kathryn Scordato*

15 KATHRYN SCORDATO, WSBA #41922
16 2033 Sixth Avenue, Suite 251
17 Seattle, Washington 98121
18 Phone: 206-223-9595
19 Fax: 206-386-5355
20 E-mail: (b)(6)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:

(b)(6)

Case No. 13-41680-13

Debtor.

(b)(6)

Plaintiff

v.

Adversary No. 20-07004

UNITED STATES DEPARTMENT OF
EDUCATION

Defendant.

STIPULATION TO SETTLE AND VOLUNTARILY DISMISS
ADVERSARY CLAIMS AGAINST THE UNITED STATES
DEPARTMENT OF EDUCATION WITH PREJUDICE

Plaintiff, (b)(6) together with the Defendant, the United States Department of Education (“DOE”), (together referred to as “Parties”) by and through their counsel, submit this Stipulation to Settle and Voluntarily Dismiss Adversary Claims against the United States Department of Education with Prejudice, subject to the Court’s approval.

PROCEDURAL AND FACTUAL BACKGROUND

1. On January 28, 2020, Plaintiff filed a complaint for the determination of the dischargeability of student loan debt, pursuant to 11 U.S.C. § 523(a)(8), commencing the subject adversary proceeding, and DOE timely answered.

2. Pre-petition, on or about July 11, 2011, Plaintiff executed a promissory note (“Note”) to obtain a Direct Consolidation Loan from DOE. In August 2011, DOE disbursed

Direct Consolidation Loan proceeds on Plaintiff's behalf in the principal amounts of \$25,377.29 and \$38,592.40, both at the interest rate of 6.125% annum ("Student Loans").

3. The Note evidences student loans made to Plaintiff or on his behalf under a program funded in whole or in part by a governmental unit within the meaning of 11 U.S.C. § 523(a)(8). Plaintiff's Student Loans were authorized and made by DOE under the William D. Ford Federal Direct Loan Program pursuant to Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087a, et seq. (34 C.F.R. § 685).

4. DOE currently holds all right, title and interest in the Note and the Student Loans.

5. Plaintiff is indebted to DOE on the two Direct Consolidation loans in the total principal amount of \$65,533.01, plus unpaid interest of \$31,031.14, as of May 12, 2021.

6. Plaintiff alleges and DOE denies that repayment of the Student Loans would be an undue hardship to Plaintiff, pursuant to 11 U.S.C. § 523(a)(8).

7. In order to resolve this matter without the need for further litigation, the Parties agree that Plaintiff shall provide partial repayment of the Student Loans and that dismissal of the claims against the United States Department of Education with prejudice is appropriate under the circumstances set forth below.

STIPULATION

8. Paragraphs one through seven are hereby incorporated into this Stipulation by reference.

9. Plaintiff shall pay DOE, in full settlement and release of all claims associated with this Adversary Proceeding, the total sum of \$23,400 ("Settlement Amount"), pursuant to the terms set forth herein.

10. Plaintiff shall pay the Settlement Amount by making 120 installment payments of \$195.00 per month. Plaintiff's installment payments shall be paid on the twenty-eighth day of each month, unless such day is a weekend or federal holiday, in which case the first business day thereafter.

11. Plaintiff's first installment payment is due on September 28, 2021, and installment payments will continue thereafter on the 28th of every month until Plaintiff has made a total of 120 payments of \$195.00.

12. Plaintiff shall make the monthly installment payments pursuant to DOE's online payment system through the servicer of Plaintiff's Student Loans, or, alternatively, payable in good funds to DOE, which payment shall include Plaintiff's account number (b)(6) or social security number, and sent to the following address by U.S. Mail:

Department of Education
FedLoan Servicing
P.O. Box 790234
St. Louis, MO 63179-0234

13. Interest shall not accrue or be charged by DOE with respect to the Settlement Amount.

14. Notwithstanding the forgoing payment terms, Plaintiff may fully or partially prepay the Settlement Amount at any time without penalty.

15. Upon Plaintiff's complete payment of the Settlement Amount, the remaining balance of the Student Loans shall be discharged, pursuant to Plaintiff's Chapter 13 discharge order entered on March 14, 2019, pursuant to 11 U.S.C. § 1328(a).

16. Plaintiff's failure to make an installment payment required by this Stipulation within ten days of the payment due date shall constitute default. If Plaintiff fails to cure the default within 60 days of notice of default, this Stipulation becomes null and void, and DOE may

reinstate the full amount of Plaintiff's indebtedness, with interest, at issue in this Adversary Proceeding, which shall be subject to its original terms.

17. Plaintiff shall be entitled to request deferment or forbearance in accordance with the laws and regulations governing deferment and forbearance in effect at the time of the request. Plaintiff shall additionally be entitled to take advantages of any other generally available moratoriums on student loan payments. Months in which Plaintiff's account is in deferment or forbearance, or a moratorium is in effect do not count toward the 120 monthly payments required by this Stipulation and do not constitute default. However, any installment payments voluntarily made by Plaintiff during periods of deferment, forbearance, or when a moratorium is in effect, will count toward the 120 monthly payments required by this Stipulation.

18. Should Plaintiff become eligible for cancellation or forgiveness of his Student Loans through an Act of Congress, Executive Order, or other legal entitlement outside of 11 U.S.C. § 523(a)(8), nothing in this Stipulation precludes Plaintiff from utilizing any such cancellation or forgiveness program.

19. The terms of this Stipulation shall survive and be effective in any future bankruptcy filing by Plaintiff under any chapter of the United States Bankruptcy Code.

20. Any and all individual taxation consequences as a result of this Stipulation are the sole and exclusive responsibility of Plaintiff. DOE does not warrant any representation of any tax consequences of this Stipulation. Nothing contained herein shall constitute a waiver by Plaintiff of any right to challenge any tax consequences of this Stipulation.

21. If any one or more terms or provisions of this Stipulation is/are held to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall

remain in full force and effect and shall be construed as if the unenforceable provisions had never been contained in this Stipulation.

22. Any amendment, modification, or waiver of any term or condition of this Stipulation must be made in writing and signed by all Parties hereto. Any attempted oral or implied amendment, modification or waiver shall be null and void.

23. Except as provided in this Stipulation, all other terms of the Note remain in effect and are hereby incorporated by reference. To the extent that the terms of the Note conflict with the terms of this Stipulation, the terms in this Stipulation control.

24. This Stipulation contains all of the agreements between the Parties and is intended to be and is the final and sole agreement between the Parties. The Parties agree that any other prior or contemporaneous representations or understandings not explicitly contained in this written agreement, whether written or oral, are of no further legal or equitable force or effect. Any subsequent modifications to this agreement must be in writing and must be signed and executed by the Parties.

25. The Stipulation shall be binding upon any successors of Defendant or assignees of the Student Loan.

26. Plaintiff agrees to accept the terms set forth in this Stipulation in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of any kind and nature whatsoever, arising from the same subject matter that gave rise to the Adversary Proceeding, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown.

27. This Stipulation may be executed in several counterparts with a separate signature page for each party. All such counterparts and signature pages, collectively, shall be deemed to be one document

28. The Parties agree to bear their own attorneys' fees and costs in connection with the Adversary Proceeding.

29. Plaintiff represents and acknowledges that he has read and fully understands the terms of this Stipulation and that he enters into this Stipulation freely and voluntarily. Plaintiff further acknowledges that he had sufficient opportunity to consult with an attorney of his choosing regarding the terms and conditions of this Stipulation.

30. Pursuant to Federal Rule of Civil Procedure 41(a), made applicable to this proceeding pursuant to Federal Rule of Bankruptcy Procedure 7041, the plaintiff's claims against the United States Department of Education shall be dismissed with prejudice.

Respectfully Submitted,

DUSTON J. SLINKARD
Acting United States Attorney
District of Kansas

s/ Luke P. Sinclair

LUKE P. SINCLAIR, (b)(6)
Assistant United States Attorney
290 Federal Bldg.
444 SE Quincy Street
Topeka, Kansas 66683-3592
PH: (b)(6)
FX: 785-295-2853
Email: (b)(6)

s/ Sarah Burch Macke

SARAH BURCH MACKE, #25948
Assistant United States Attorney
1200 Epic Center
301 N. Main
Wichita, Kansas 67202-4812

PH: 316-269-6481
FX: 316-269-6484
Email: sarah.macke@usdoj.gov
Attorneys for DOE

(b)(6)

(b)(6)

(b)(6)

Plaintiff

/s/ Martin J. Peck

Martin J. Peck, #16273
Security State Bank Building
107 E. Harvey, Second Floor
P.O. Box 236
Wellington, KS 67152
(620) 326-5997
peck@martinjpeck.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on July 23, 2021, the foregoing was electronically filed with the clerk of the court by using the CM/ECF system, which will send a notice of electronic filing to the following: Martin J. Peck, Attorney for Plaintiff.

s/Sarah Burch Macke
SARAH BURCH MACKE
Assistant United States Attorney

1 MICHAEL BAILEY
2 United States Attorney
3 District of Arizona
4 BILL C. SOLOMON
5 Assistant U.S. Attorney
6 (b)(6)
7 Two Renaissance Square
8 40 North Central Ave., Suite 1800
9 Phoenix, Arizona 85004-4449
10 Telephone: 602-514-7500
11 Facsimile: 602-514-7693
12 Email: (b)(6)
13 *Attorneys for the U.S. Department of Education*

14
15 **IN THE UNITED STATES BANKRUPTCY COURT**
16 **FOR THE DISTRICT OF ARIZONA**

17 **In re:**
18 (b)(6)
19 Debtor,
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21 (b)(6)
22 Plaintiff,
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24 v.
25 U.S. Department of Education Federal
26 Student Aid; Education Credit
27 Management Corporation; Performant
28 Financial Corporation,
29
30 Defendants.

In Proceedings under Chapter 7
BK Case no. 0:19-bk-07619-PS
AP Case No. 0:19-ap-0355-PS

**JOINT STIPULATION FOR
DISMISSAL OF THE DEPARTMENT
OF EDUCATION AND EDUCATION
CREDIT MANAGEMENT
CORPORATION
WITHOUT PREJUDICE**

STIPULATION OF DISMISSAL OF ADVERSARY PROCEEDING

Plaintiff/Debtor (b)(6) and Defendants U.S. Department of Education and Education Credit Management Corporation submit the following Stipulation pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), incorporated by Fed. R. Bankr. P. 7041:

1. On September 30, 2019, Plaintiff initiated this adversary proceeding by filing a complaint to determine the dischargeability of one or more student loans held by the Defendants.

1 2. Defendant Educational Credit Management Corporation answered the
2 complaint on December 2, 2019.

3 3. Defendant U.S. Department of Education answered the Complaint on
4 December 5, 2019.

5 4. The parties stipulate to dismissal of this adversary proceeding without
6 prejudice. Plaintiff shall submit any required application for loan consolidation and an
7 income-driven repayment plan no later than sixty (60) days after this stipulation is filed.
8 Defendant U.S. Department of Education agrees to suspend collections, which include
9 Treasury Offset Program collection, while the consolidation application is being
10 processed.

11 5. This dismissal is without prejudice to Plaintiff's right to reopen the
12 bankruptcy case and file a complaint to determine the dischargeability of the student
13 loan debt if, after good faith efforts, Plaintiff is unable to qualify for an income-driven
14 repayment plan or make income-driven repayment plan payments.

15 STIPULATED TO AND SUBMITTED this 23rd day of March, 2020.

16
17 (b)(6)

GUST ROSENFELD, P.L.C.

18
19 (b)(6) (with permission)
20 *Pro Se Plaintiff*

s/Robert C. Williams (with permission)
Robert C. Williams
Trish Stuhan
*Attorneys for Educational Credit
Management Corporation*

21
22 MICHAEL BAILEY
23 United States Attorney
24 District of Arizona

25 *s/Bill C. Solomon*
26 BILL C. SOLOMON
27 Assistant U.S. Attorney
28 *Attorneys for U.S. Department of Education*

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CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2020, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and a Notice of Electronic Filing to the following CM/ECF registrant(s):

Trish Stuhan
Robert C. Williams
GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004
Attorneys for Education Credit Management Corporation

I hereby certify that on March 23, 2020, I transmitted the attached document via United States Mail to the following individual:

(b)(6)

Plaintiff Pro Se

s/Lauren M. Routen
United States Attorney's Office

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION

IN RE: (b)(6)
Debtors

Bankruptcy CASE NO.: 2:19-bk-72281
CHAPTER 7

(b)(6)
Plaintiff

VS.

AP No.: 2:19-ap-07066

U.S. DEPARTMENT OF EDUCATION,
Defendant

JOINT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), plaintiff (b)(6)

(b)(6) and Defendant US DEPT OF EDUCATION hereby stipulate to the dismissal of all claims asserted by Plaintiff against Defendant in the above captioned action, with each party to bear its own costs and attorneys' fees.

Respectfully submitted,
(b)(6) Debtor/Plaintiff

By: /s/Keith M. Kannett
Keith M. Kannett, ABN: 2008165
Attorney for Debtor
LAW OFFICE OF CRAIG L. COOK
319 N. 8th Street
Fort Smith, AR 72901
Phone: (479) 783-8000
Fax: (479) 783-8002
keith@lawofficesofcraiglcook.com

- AND -

DAVID CLAY FOLWKES
ACTING UNITED STATES ATTORNEY

By: /s/ Seth Creed

Seth T. Creed

Assistant United States Attorney

Western District of Arkansas

(b)(6)

Phone: (b)(6)

Fax: (479) 441-0569

Email: (b)(6)

SETTLEMENT AGREEMENT

The Plaintiffs, [redacted] and [redacted] and the Defendant, the United States of America, ex rel. United States Department of Education, have agreed to settle all issues currently pending between them relating to the Adversarial lawsuit filed by the Plaintiffs against the Defendant in the Western District of Oklahoma in Case Number 20-1003, arising out of the Bankruptcy of the Plaintiffs in Case Number, 19-14156-SAH, upon the following terms:

- 1. The Defendant agrees to place Mr. [redacted] loans back in good standing to make him eligible for income-based repayment.
2. The Defendant agrees to permit both Debtors to enroll in an income-based repayment plan as long as they are otherwise eligible.
3. In exchange for the above, the Plaintiffs agree to dismiss the adversary proceeding.
4. Both parties agree to pay their own costs.

[redacted] Plaintiff

[redacted] Plaintiff

s/Christopher A. Wood
Christopher A. Wood, OBA#12936
CHRISTOPHER A. WOOD & ASSOCIATES, P.C.
1133 N. Portland
Oklahoma City, OK 73107
cawlaw@hotmail.com
(405) 525-5005 Telephone
(405) 521-8567 Facsimile
Attorney for Plaintiffs, [redacted]
and [redacted]

[redacted]

Robert J. Troastor RF
TIMOTHY J. DOWNING
United States Attorney

REBECCA A. FRAZIER
Assistant U.S. Attorney
[redacted]
210 Park Avenue, Suite 400
Oklahoma City, OK 73102
[redacted] - (fax) 553-8885
[redacted]
Counsel for United States of
America, ex Rel. Department of
Education

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In Re:

Chapter 7

(b)(6)

Bankruptcy

92-10985-CLB

Debtor.

(b)(6)

Plaintiff,

v.

Adversary Proceeding
No. 19-01081-CLB

UNITED STATES DEPARTMENT OF
EDUCATION,

Defendant.

SETTLEMENT AGREEMENT

This agreement is made by and between the parties to this action, (b)(6) (“Plaintiff”), by and through her attorney, Ruth R. Wiseman, and the United States Department of Education (“Department”), by and through its attorney, James P. Kennedy, Jr., United States Attorney for the Western District of New York, and Mary Clare Kane, Assistant U.S. Attorney, of counsel (the “Parties”). The agreement is effective the latest date beneath the signatures below.

WHEREAS, Plaintiff filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code on March 20, 1992.

WHEREAS, the Department reviewed Plaintiff’s account on April 23, 1992 and determined that four of the six outstanding debts it held at that time would be dischargeable under the bankruptcy provisions in 11 U.S.C. § 523(a)(8) that were applicable at the time.

In short, loans for which, excluding suspensions of repayment (e.g., deferment periods), seven years or more had elapsed between the filing date and the first payment due date of the loan were discharged. The Department determined that the two loans that are the subject of this Adversary Proceeding did not meet the seven-year criteria for discharge.

WHEREAS, Plaintiff was granted a general discharge for four out of six loans and a Final Decree was entered on June 24, 1992.

WHEREAS, Plaintiff re-opened her bankruptcy by motion on December 6, 2019 for the sole purpose of collecting damages related to alleged financial and emotional distress she suffered as a result of the Department's collection, through the Treasury Offset Program ("TOP") and Administrative Wage Garnishment ("AWG"), on two student loans that Plaintiff alleged were discharged in the 1992 Bankruptcy. Plaintiff also sought a determination regarding the dischargeability of the remaining two loans pursuant to 11 U.S.C. § 523.

WHEREAS, Plaintiff is indebted to the Department for a Family Federal Education Loan Program ("FFELP") loan disbursed in the amount of \$5,000.00 on August 22, 1984 at a 9% interest per annum for studies undertaken at Golden Gate University School of Law. Plaintiff defaulted on the FFELP loan obligation on November 19, 1986. The loan was assigned to the Department on or about November 15, 1991 and was assigned Debt Identification Number (DIN) (b)(6) at that time.

WHEREAS, Plaintiff is indebted to Department for an Auxiliary Loan Assistance for Students ("ALAS") loan disbursed in the amount of \$3,000.00 on November 6, 1984 at a variable rate of interest to be established annually by the Department of Education. Plaintiff defaulted on the ALAS loan obligation on December 5, 1985. The loan was

assigned to the Department on or about on October 30, 1991 and was assigned Debt Identification Number (DIN) (b)(6)

WHEREAS, subsequent to the 1992 filing of Plaintiff's bankruptcy, the Department received payments from all sources, including through TOP and AWG. Payments received from all sources, including TOP and AWG, totaled \$20,657.02 and were applied in a pro rata fashion to each of the Plaintiff's two debts.

WHEREAS, the amount due and owing on the FFELP loan obligation referred to herein through June 3, 2021 is \$7,899.93.

WHEREAS, the amount due and owing on the ALAS loan obligation referred to herein through June 3, 2021 is \$3,331.17.

IT IS NOW HEREBY AGREED AND STIPULATED THAT Plaintiff and the Department now desire to discontinue litigation, resolve their dispute and terminate the instant Adversary Proceeding. In consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. Plaintiff agrees to dismiss with prejudice the current Adversary Proceeding, in which she was seeking a ruling that repayment of the student loan debts (DINs (b)(6) and (b)(6) referenced above were dischargeable pursuant to 11 U.S.C. § 523(a)(8)(B). Plaintiff further agrees not to seek recovery from the Department of any monies paid to the Department on these student loan debts from any source, other than as provided in ¶2 below. Finally, Plaintiff agrees not to seek recovery of any damages or attorney's fees from the Department for collection actions taken in reference to the student loan debts that are the subject of this agreement.

2. The Department agrees to perform the following actions:

- i. The Department will write off the amount due on the ALAS student loan debt (DIN (b)(6)) as of June 3, 2021, that amount due is \$3,331.17. For purposes of this agreement, the Parties agree that Plaintiff's debts to Department on the ALAS loan only is hereby deemed dischargeable under the provisions of 11 U.S.C. § 523(a)(8).
- ii. The Department will reallocate the payments made on the ALAS Loan DIN (b)(6) to the balance owed on the FFELP loan DIN (b)(6) as of the date the payments were originally credited and will then refund any overpayment to Plaintiff through her attorney.
- iii. Subsequent to the actions in subparagraphs 2.i & 2.ii, the Department will cease any further collection activity with regard to the FFELP loan DIN (b)(6) and the debt will be considered paid in full.

3. This Settlement Agreement pertains to and applies to only the student loan debts referenced within this agreement (DINs (b)(6) and (b)(6))

4. This Settlement Agreement constitutes a settlement and full accord and satisfaction of all matters related to the student loan debts that are the subject of this agreement and any matters related to those student loans which could have been the subject of litigation within the Adversary Proceeding initiated by Plaintiff. This Agreement

constitutes full and final release by the Department of Plaintiff from any and all civil remedies related to those student loan debts.

5. This Settlement Agreement does not constitute an admission of liabilities owed, wrongdoing or noncompliance by either Plaintiff or the Department.

6. No modifications or additions to the terms of this Settlement Agreement shall be effective unless made in writing and signed by the authorized representatives of the parties.

7. This Settlement Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Settlement Agreement is the United States District Court for the Western District of New York. For purposes of construing this Settlement Agreement, it shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

8. The Court shall retain jurisdiction to enforce the terms and conditions contained herein and to determine any disputes that may arise.

9. This document may be executed in counterparts and may be delivered by facsimile or by electronic scan and e-mail. Any copy so executed and delivered (including delivery electronically by facsimile or e-mail), when taken with another executed copy, shall be considered and deemed original hereof.

DATED: Buffalo, New York ~~June~~ July 19, 2021 2021

Dated: (b)(6) July 19, 2021 2021 MK
Mary Clare Kane

Assistant United State Attorney
U.S. Attorney's Office
Western District of New York
138 Delaware Avenue
Buffalo, N.Y. 14202

Dated: (b)(6) June July 8, 2021

Ruth R. Wiseman, Esq.
Andreozi Bluestein LLP
9145 Main Street
Clarence, New York 14031

Dated: (b)(6) June 30, 2021

(b)(6)
c/o Ruth R. Wiseman, Esq.
Andreozi Bluestein LLP
9145 Main Street
Clarence, New York 14031

Dated: Sub June 14, 2021 (b)(6)

Mr. Chad Keller
Litigation Branch
San Francisco Service Center
United States Department of Education
50 United Nations Plaza
San Francisco, CA 94102-4987

DATED: Buffalo, New York June , 2021.

Dated: June _____, 2021

Mary Clare Kane

Assistant United State Attorney
U.S. Attorney's Office
Western District of New York
138 Delaware Avenue
Buffalo, N.Y. 14202

Dated: (b)(6) June July 8, 2021

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Dated: Sub June 14, 2021

(b)(6)

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Litigation Branch
San Francisco Service Center
United States Department of Education
50 United Nations Plaza
San Francisco, CA 94102-4987

DATED: Buffalo, New York June , 2021.

Dated: June __, 2021

Mary Clare Kane

Assistant United State Attorney
U.S. Attorney's Office
Western District of New York
138 Delaware Avenue
Buffalo, N.Y. 14202

Date (b)(6) June *July 8*, 2021

Ruth R. Wiseman, Esq.
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9145 Main Street
Clarence, New York 14031

Dated: (b)(6) June 30, 2021

(b)(6)
c/o Ruth R. Wiseman, Esq.
Andreozzi Bluestein LLP
9145 Main Street
Clarence, New York 14031

Dated: June __, 2021

Mr. Chad Keller
Litigation Branch
San Francisco Service Center
United States Department of Education
50 United Nations Plaza
San Francisco, CA 94102-4987

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re: :

(b)(6)

Debtor.

: Chapter 7

: Bankruptcy Case No. 20-11474 (SCC)

----- X
(b)(6)

Plaintiff,

-against-

UNITED STATES DEPARTMENT OF
EDUCATION; NAVIENT SOLUTIONS, LLC;
SOCIAL FINANCE, INC. (commonly known as
SOFI); SYNOVOUS FINANCIAL
CORPORATION and REAL TIME
RESOLUTIONS, INC.,

Defendants.

: Adv. Pro. No. 20-1221 (SCC)

----- X
**STIPULATION AND ORDER OF DISMISSAL OF DEFENDANT THE UNITED STATES
DEPARTMENT OF EDUCATION FROM THE ADVERSARY PROCEEDING**

WHEREAS, on June 24, 2020 (the "Petition Date"), (b)(6) (the "Debtor") filed
a voluntary petition for relief under Chapter 7, Title 11 of the United States Code (the
"Bankruptcy Code");

WHEREAS, on September 21, 2020, Debtor filed a complaint initiating an adversary
proceeding (the "Complaint") against Defendants, including the United States Department of
Education (the "Government"), seeking a discharge of educational loan debt under 11 U.S.C. §
523(a)(8);

WHEREAS, Debtor paid off her loans held by the Government by April 13, 2017; and

WHEREAS, the Government has informed Debtor that it has no present interest in any of Debtor's educational loans;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Debtor and the Government, through their respective counsel, as follows:

1. The Government is dismissed as a defendant in this adversary proceeding.
2. This Stipulation and Order resolves all of Debtor's claims asserted in the Complaint against the Government. Pursuant to Fed. R. Civ. P. 41 and Fed. B. Bankr. P. 7041, Debtor's claims against the Government are hereby dismissed, with prejudice, and without costs or attorneys' fees to Debtor or the Government.
3. This Stipulation and Order is subject to the approval of the Court. In the event that the Court declines to approve this Stipulation and Order, it shall be null and void, with no force or effect.

4. This Stipulation and Order may be signed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation and Order. Facsimiles and/or PDFs of signatures shall constitute acceptable, binding signatures for purposes of the Stipulation and Order.

Dated: October 15, 2020
New York, New York

AUDREY STRAUSS
Acting United States Attorney for the
Southern District of New York

By: /s/ Joshua E. Kahane
JOSHUA E. KAHANE
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (b)(6)
Fax: (212) 637-2786
E-mail: (b)(6)
*Counsel for Defendant United States
Department of Education*

By: /s/ Abel L. Pierre
ABEL L. PIERRE, ESQ.
140 Broadway, 46th Floor
New York, New York 10005
Tel.: (212) 766-3323
Fax: (212) 766-3322
E-mail: abel@apierrelaw.com
Counsel for Debtor / Plaintiff

SO ORDERED: October 15, 2020

/S/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

1 **GUST ROSENFELD P.L.C.**
One E. Washington, Suite 1600
2 Phoenix, Arizona 85004-2327
Telephone: (602) 257-7989
3 Facsimile No. (602) 254-4878
Robert C. Williams – 033213
4 rwilliams@gustlaw.com
Attorney for Educational Credit Management Corporation

6 **UNITED STATES BANKRUPTCY COURT**
7 **FOR THE DISTRICT OF ARIZONA**

8 In re:

9 (b)(6)

10 Debtor.

11 (b)(6)

12 Plaintiff,

13 v.

14 U.S. DEPARTMENT OF EDUCATION,
15 NAVIENT AND NAVIENT SOLUTIONS,
16 INC., AND GREAT LAKES HIGHER
EDUCATION CORPORATION,

17 Defendants.

Case No. 2:20-bk-07934-DPC

(Chapter 7)

Adversary Proceeding

Case No. 2:20-ap-00261-DPC

**STIPULATION TO DISMISS
ADVERSARY PROCEEDING**

Hearing Date: July 27, 2021

Hearing Time: 11:00 a.m.

18
19 Educational Credit Management Corporation (“ECMC”), (b)(6)
20 (“Plaintiff”), and the United States Department of Education (“Education”) stipulate and
21 agree to jointly move the Court to dismiss the above-captioned adversary proceeding and
22 the Rule 7016(b) Scheduling Conference currently set for July 27, 2021.

23 On September 4, 2020, Plaintiff filed an adversary complaint alleging that
24 repayment of her student loan debt would cause an undue hardship and, therefore, sought
25 to discharge her student loan debt pursuant to 11 U.S.C. § 523(a)(8). In part, Plaintiff’s
26 complaint alleged that she: (i) was homeless from 2015–2018; (ii) has multiple chronic

1 medical conditions, including (b)(6)

2 (b)(6)

3 (b)(6); and (iii) qualified for social security disability in 2019.

4 After initiating her adversary proceeding, Plaintiff submitted an application to
5 Education for a Total and Permanent Disability (“TPD”) discharge of her federal student
6 loans that are the subject of this adversary proceeding (the “Loans”). On March 16,
7 2021, Education, through Nelnet, approved Plaintiff’s TPD discharge on the basis of
8 Plaintiff’s total and permanent disability. Plaintiff’s TPD discharge is a conditional TPD
9 discharge, subject to a three-year post-discharge monitoring period (the “Monitoring
10 Period”) under Federal Regulations. *See e.g.* 34 C.F.R. §§ 674.61, 682.402, and 685.213.
11 A TPD discharge is not an undue hardship discharge under 11 U.S.C. § 523(a)(8).

12 The pertinent Federal Regulations require the holders of Plaintiff’s federal Loans,
13 including ECMC, to assign the Loans to Education for the TPD discharge and the
14 Monitoring Period. ECMC’s loans have been subrogated and assigned to Education.

15 Based on Plaintiff’s qualification for a TPD discharge, no trial in this adversary
16 proceeding will be required. Plaintiff, ECMC, and Education agree to the dismissal of
17 this adversary proceeding on the following terms:

18 A. The adversary proceeding will be dismissed, without prejudice, to allow
19 Education to complete Plaintiff’s TPD Discharge, subject to the Monitoring Period; and

20 B. If Plaintiff’s TPD discharge is denied by Education, Plaintiff may reinstate
21 this proceeding, the Order on this Stipulation shall be vacated, and this matter may be
22 reset for a Rule 7016(b) Scheduling Conference, except that the parties acknowledge and
23 agree that Education alone would be the proper party in interest in that case, as the loans
24 have been subrogated to Education.

25 Plaintiff, ECMC, and Education respectfully request that the Court dismiss this
26 adversary proceeding pursuant to the terms stated in this Stipulation, and vacate the Rule

1 7016(b) Scheduling Conference currently set for July 27, 2021.

2 DATED this 11th day of May, 2021.

3 **GUST ROSENFELD, P.L.C.**

4 By: /s/ Robert C. Williams - 033213

5 Robert C. Williams
6 Attorney for Educational Credit
7 Management Corporation

7 **LEONARD V. SOMINSKY, ESQ., P.C.**

8 By: /s/ Leonard V. Sominsky - 020013
9 (with permission)

10 Leonard V. Sominsky, Esq.
11 Attorney for (b)(6)

11 **MICHAEL BAILEY**

12 United States Attorney
13 District of Arizona

14 By: /s/ Kwan Piensook - (b)(6)
15 (with permission)

16 Kwan Piensook
17 Assistant United States Attorney
18 Attorney for Defendant United States

19 The foregoing electronically filed
20 this 11th day of May, 2021, with:

21 CLERK OF THE UNITED STATES BANKRUPTCY COURT
22 DISTRICT OF ARIZONA
23 <https://ecf.azb.uscourts.gov>

24 /s/ Megan Becker

1 DAVID L. ANDERSON (CABN 149604)

United States Attorney

2 SARA WINSLOW (DCBN 457643)

3 Chief, Civil Division

SHINING J. HSU (b)(6)

4 Assistant United States Attorney

5 450 Golden Gate Avenue, Box 36055

San Francisco, California 94102-3495

6 Telephone: (b)(6)

Fax: (415) 436-6748

7 Email: (b)(6)

8 Attorneys for Defendant

U.S. DEPARTMENT OF EDUCATION

9 UNITED STATES BANKRUPTCY COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12 In re:

13 (b)(6)

14 Debtor,

15 (b)(6)

16 Plaintiff,

17 v.

18 UNITED STATES DEPARTMENT OF
19 EDUCATION, *et al.*,

20 Defendants.

Case No. 20-30121 DM

Chapter 7

Adv. No. 20-3025 DM

**STIPULATION TO DISMISS ADVERSARY
PROCEEDING**

21 IT IS HEREBY STIPULATED by and between Plaintiff (b)(6) (“Plaintiff”), pro
22 se, and Defendant United States Department of Education (“Defendant”), by and through undersigned
23 counsel, as follows:
24
25
26
27
28

WHEREAS, the parties hereby agree to settle and compromise each and every claim arising directly or indirectly from the above-captioned action under the terms and conditions set forth in this Stipulation;

WHEREAS, the parties agree that the student loan debt that Plaintiff owes to Defendant, with current balance of \$73,545.58, shall not be dischargeable in the above-captioned bankruptcy case;

WHEREAS, the parties agree they are each responsible for their own costs and fees incurred in this action;

WHEREFORE, the parties request that the Court approve this Stipulation and enter an Order Approving Stipulation and Dismissing Case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and Federal Rule of Bankruptcy Procedure 7041.

Respectfully submitted,

Dated: February 26, 2021

(b)(6)

(b)(6)

Plaintiff, Pro Se

Dated: February 18, 2021

DAVID L. ANDERSON
United States Attorney

/s/ Shining J. Hsu

SHINING J. HSU

Assistant United States Attorney

Attorneys for Defendant

United States Department of Education

4. In addition, following the filing of the Plaintiff's bankruptcy petition, her husband suffered a (b)(6) resulting in mobility issues.

5. The Plaintiff is unemployed and has been unemployed since her (b)(6) in May 2018. She is presently on long-term disability.

6. The Plaintiff owes various debts to the Defendant under the Federal Direct Stafford William D. Ford loan program as follows:

<u>Disbursement Date</u>	<u>Disb. Amt.</u>	<u>Int. Rate</u>	<u>Current Principal</u>
10/06/14	\$3,000.00	0.000	\$3,098.97
12/03/09	\$3,500.00	0.000	\$3,956.74
06/09/10	\$4,500.00	0.000	\$5,087.26
05/10/11	\$4,500.00	0.000	\$4,955.59
12/03/09	\$5,990.00	0.000	\$9,653.74
05/10/11	\$6,000.00	0.000	\$8,834.63
10/13/11	\$4,500.00	0.000	\$4,824.23
10/13/11	\$5,105.00	0.000	\$7,301.40
05/10/10	\$6,000.00	0.000	\$9,340.49

7. As of September 10, 2020, the Plaintiff owes unpaid principal of \$57,053.05 and unpaid accrued interest of \$6,210.81 for a total of \$63,263.86. Plaintiff has made payments in the amount of \$1,341.45.

8. The Department of Education is the current holder of the loans at issue and has all rights and title to the instruments that form the basis for the loans at issue in this case. The Department of Education has not transferred or assigned the loans or the instruments that form the basis for the loans at issue in this case.

9. The Plaintiff agrees and stipulates that Nelnet, a/k/a Nelnet, Inc., is the loan servicer, but is not a proper defendant in this action, and it is agreed that it may be dismissed as a party defendant.

10. All of the aforesaid loans are qualified educational loans as defined in Section 523(d)(8) of the Bankruptcy Code.

11. The Plaintiff is unable to engage in any substantial gainful activity by way of medically determinable physical impairment that can be expected to last for a continuous period of at least 60 months.

12. The Plaintiff's physical condition is not likely to improve and the Debtors' financial situation is not likely to substantially change.

13. The Department of Education agrees and stipulates that it is completely satisfied having fully reviewed the claims set forth in this case and in part after review of documentation produced by Plaintiff related to her health conditions and other factors that excepting Plaintiff's student loan debts from discharge does and will impose an undue hardship on Plaintiff.

14. The Department of Education agrees and stipulates that requiring Plaintiff to repay educational loans described above would cause an undue hardship to the Plaintiff due to her medical conditions that exist at this time. Plaintiff produced verification supporting her current income and expenses and evidence that makes it likely her current situation will not improve in the future. Plaintiff and Defendant agree that repaying the student loans would impose an undue hardship.

15. Therefore, the parties agree that the Plaintiff's indebtedness to Defendant United States Department of Education shall be discharged pursuant to 11 U.S.C. § 523(a)(8), and that a judgment of discharge may be entered.

16. The parties further agree to bear their own costs, expenses, and attorney's fees incurred in this proceeding.

THE PLAINTIFF,

By:/s/ Joel M. Grafstein
Joel M. Grafstein, Esq. (ct06191)
Grafstein & Arcaro, LLC
114 West Main Street, Suite 105
New Britain, CT 06051
(860) 674-8003
(860) 676-9168 Fax
jgrafstein@grafsteinlaw.com
Dated: July 6, 2021

THE DEFENDANT
UNITED STATES DEPARTMENT OF
EDUCATION

/s/ Julie G. Turbert
JULIE G. TURBERT
ASSISTANT UNITED STATES ATTORNEY
(b)(6)
157 CHURCH STREET
NEW HAVEN, CT 06510
TELEPHONE: (203) 821-3700
FAX: (203) 773-5373
EMAIL: (b)(6)
Dated: July 6, 2021

IT IS SO ORDERED at Hartford, Connecticut this 8th day of July 2021.

James J. Tancredi
United States Bankruptcy Judge
District of Connecticut

Entered: March 5th, 2021

Signed: March 4th, 2021

SO ORDERED



Nancy V. Alquist
NANCY V. ALQUIST
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**

In re:

(b)(6)

Debtors

Case No. 19-20680

Chapter 7

* * * * *

(b)(6)

and

(b)(6)

Plaintiffs

Adversary No. 20-00137

v.

US Department of Education,

Defendant.

* * * * *

CONSENT JUDGMENT DISCHARGING STUDENT LOAN OBLIGATIONS

UPON consideration of the Consent by the Defendant, the U.S. Department of Education (“DOE”), and Plaintiffs (b)(6) and (b)(6) (“Plaintiffs” or “Debtors”) to the relief sought herein, and it appearing that DOE is the holder of all right, title, and interest in the Federal Direct Stafford/Ford Loans represented by Parent Plus Nos. EXXXX (b)(6) and

EXXXX^{(b)(6)}, of which Debtors are the obligors (the “Student Loans”), and for good cause shown, it is, by the United States Bankruptcy Court for the District of Maryland, hereby

ORDERED, ADJUDGED AND DECREED that the Student Loans constitute, and they are hereby, an undue hardship on the Debtors and the Debtors’ dependents within the meaning of Section 523(a)(8) of the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq, and are therefore not subject to the exclusion from discharge interposed by said Section 523(a)(8); and it is further

ORDERED, ADJUDGED AND DECREED that the Student Loans be, and they are hereby, DISCHARGED in the above-captioned Chapter 7 bankruptcy case; and it is further

ORDERED, ADJUDGED AND DECREED that any and all individual taxation consequences as a result of this Consent Judgment are the sole and exclusive responsibility of Debtors; and it is further

ORDERED, ADJUDGED AND DECREED that DOE does not warrant or make any representation with respect to any tax consequences of this Consent Judgment; and it is further

ORDERED, ADJUDGED AND DECREED that nothing contained herein shall constitute a waiver by Debtors of any right to challenge any tax consequences of this Consent Judgment; and it is further

ORDERED, ADJUDGED AND DECREED that the parties will bear their own attorneys’ fees and costs.

AGREED:

/s/Ronald J. Drescher
RONALD J. DRESCHER
4 Reservoir Circle, Suite 107
Baltimore, MD 21208
rondrescher@drescherlaw.com
(410) 484-9000

Counsel for the Plaintiffs

Robert K. Hur
United States Attorney

/s/ Kimberly S. Phillips
Kimberly S. Phillips
Assistant U.S. Attorney
36 S. Charles Street, 4th Floor
Baltimore, MD 21201
(410) 209-4800

(b)(6)

Counsel for Defendant

Cc:

Ronald J. Drescher
4 Reservoir Circle, Suite 107
Baltimore, MD 21208

Kimberly S. Phillips
Assistant U.S. Attorney
36 S. Charles Street, 4th Floor
Baltimore, MD 21201