

1 Cheryl C. Rouse, Esquire (CA Bar # 118313)
2 Norman P. Bahlert, Esquire (CA Bar # 135693)
3 LAW OFFICES OF ROUSE & BAHLERT
4 345 Franklin Street
5 San Francisco, CA 94102
6 Telephone: (415) 575-9444
7 Facsimile: (415) 575-9440
8 E-mail: rblaw@ix.netcom.com
9 Counsel for Sallie Mae, Inc.

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**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

DAVID ANANIAN and
DIANE M. ANANIAN,

Debtors.

Bankr. Case No.: 10-72622-MEH-7

Chapter 7

DIANE M. ANANIAN,

Plaintiff,

v.

SALLIE MAE, AND STATE OF
COLORADO, DEPARTMENT OF
HIGHER EDUCATION, COLORADO
STUDENT LOAN PROGRAM DBA
COLLEGE ASSIST,

Defendants.

Adv. Proc. No.: 12-04147-MEH

**STIPULATION IN SETTLEMENT OF
ADVERSARY PROCEEDING
BETWEEN PLAINTIFF AND SALLIE
MAE, INC.**

The Plaintiff, Diane M. Ananian (“the Plaintiff”), and Sallie Mae, Inc. (“Sallie Mae”), by
and through their respective undersigned counsel, hereby stipulate as follows:

Stipulation in Settlement of
Adversary Proceeding between
Plaintiff and Sallie Mae, Inc.

1 1. On October 30, 2010, the above-captioned debtors, David Ananian and Diane M.
2 Ananian (“the Debtors”) filed a voluntary petition for relief under Chapter 7 of the United States
3 Bankruptcy Code, and a discharge of eligible debts was entered in the case on January 25, 2011.

4 2. On July 19, 2012, the Debtors filed a Complaint, naming, *inter alia*, Sallie Mae,
5 Inc. as a Defendant, seeking a discharge of educational loan debt under 11 U.S.C. § 523(a)(8).
6 On February 4, 2013, an Order was entered dismissing David Ananian’s claims against Sallie
7 Mae in this adversary proceeding.

8 3. On August 13, 2012, Sallie Mae filed its Answer to the Complaint.

9 4. The Plaintiff, Diane M. Ananian, is indebted to Sallie Mae pursuant to the
10 applicable terms of one (1) educational loan Promissory Note (“Promissory Note”) executed by
11 the Plaintiff to obtain an educational loan (“Student Loan”) disbursed on August 7, 2007.

12 5. As of the date of the filing of this adversary proceeding, there was a balance due
13 and owing on the Student Loan evidenced by the Promissory Note, including principal, interest
14 and fees in the amount of \$39,628.57 (“Outstanding Balance”), with a variable interest rate, and
15 with interest accruing thereafter pursuant to the Promissory Note.

16 6. The Outstanding Balance is currently due and owing on the Promissory Note and
17 the Student Loan evidenced by the Promissory Note is a non-dischargeable educational loan,
18 pursuant to 11 U.S.C. §523(a)(8).

19 7. Sallie Mae agrees to accept payment in the total amount of \$5,944.28
20 (“Settlement Sum”), in non-estate funds, to be received by Sallie Mae within thirty (30) days
21 after the court’s approval of this Stipulation, in exchange for a release of Plaintiff’s remaining
22 liability on the Promissory Note, with any such remaining liability to be considered included
23 within the general discharge entered in Plaintiff’s main bankruptcy case on January 25, 2011.

1 8. Payment of the Settlement Sum shall note Plaintiff's ten digit account number,
2 *****0254 (redacted here for privacy reasons) on the payment, and shall be mailed to, "Sallie
3 Mae, Inc., Monetary Department, P.O. Box 9533, Wilkes-Barre, PA 18773."
4

5 9. This Stipulation may be executed in counterparts, or by facsimile, each of which
6 shall constitute an original, but all of which together shall constitute one and the same
7 Stipulation.

8 10. The parties agree to a dismissal of Sallie Mae, Inc. as a Defendant in this
9 adversary proceeding, subject to the terms of this Stipulation, upon approval of this Stipulation
10 by the court.
11

12 WHEREFORE, the parties pray this Honorable Court for an Order approving this
13 Stipulation and dismissing Sallie Mae, Inc. as a Defendant in the above-captioned adversary
14 proceeding.
15

16 Dated: 3/30/2013

LAW OFFICES OF R. KENNETH BAUER

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18 By: /s/ RK Bauer
19 R. Kenneth Bauer
20 Counsel for the Plaintiff

21
22 Dated: 4/10/2013

LAW OFFICES OF ROUSE & BAHLERT

23 By: /s/ Cheryl C. Rouse
24 Cheryl C. Rouse, Esquire
25 Counsel for Sallie Mae, Inc.
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