

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:	:	CHAPTER 7
	:	
AMANDA MARIE OPP,	:	BANKRUTPCY NO.09-17315-ELF
	:	
	:	
	:	
	:	
	:	
Debtor :	:	
	:	
	:	
Amanda Marie Opp,	:	
	:	
	:	
	:	
Plaintiff	:	Adversary No.:12-00039
	:	
vs.	:	
	:	
	:	
American Education Services,	:	
Sallie Mae, Inc. aka Sallie Mae,	:	
US Department of Education,	:	
National Collegiate Student Loan Trust	:	
2005-3,Citizens Bank, RBS Citizens, N.A.	:	
and Charter One Financial, Inc.	:	
Defendants	:	

JOINT STIPULATION OF JUDGMENT

IT IS HEREBY STIPULATED by and between Amanda Opp (“Plaintiff”), and Defendant, National Collegiate Student Loan Trust 2005-3 (“National Collegiate”), by and through their respective undersigned counsel, that the following facts are true and that judgment may be entered in this matter as follows:

Joint Stipulation to Discharge

1. Plaintiff commenced the instant adversary proceeding brought under the Bankruptcy Code, 11 U.S.C. §523 (a)(8), to determine the dischargeability of educational loans, on January 18, 2012.

2. On February 29, 2012, Plaintiff filed a Motion to Amend Adversary Complaint to

add Defendants National Collegiate Student Loan Trust 2005-3, Citizens Bank, RBS Citizens, N.A. and Charter One Financial, Inc. (“Motion to Amend Complaint”).

3. The Court granted Plaintiff’s Motion to Amend Complaint on April 4, 2012 and pursuant to said Motion, Plaintiff filed the Amended Complaint on April 11, 2012.

4. National Collegiate was served with the Amended Complaint on or about May 4, 2012 by and through its in-house counsel, Matthew Coletti, who accepted service of the complaint. The Acceptance of Service has been filed with court.

5. National Collegiate waived its right to appear and file an answer to the Amended Complaint both in contemplation of consent to discharge.

6. National Collegiate is a Delaware statutory trust composed of securitized private student loans.

7. The education loan was issued in order to fund plaintiff’s education by Bank of America on June 8, 2005 in contemplation of assignment to National Collegiate, which occurred on October 12, 2005.

8. At the time of filing, Plaintiff was obligated to one (1) educational loan held by National Collegiate with a current balance of approximately \$7,162.21 (herein, the “Loan”).

9. Plaintiff alleges, and National Collegiate stipulates, that repayment of the Loan would cause an undue hardship on her, the parties now stipulate:

- a. Plaintiff is indebted to Defendant RBS Citizens, N.A. in the approximate amount of \$45,377.04 for student loan debt.
- b. Plaintiff is indebted to Defendant National Collegiate in the approximate amount of \$7,162.21 for student loan debt.
- c. Plaintiff’s financial condition is not likely to improve.

d. Plaintiff has made a good faith effort to repay the Loan.

10. Based on the facts above, Plaintiff and National Collegiate stipulate that requiring Plaintiff to repay the Loan would impose an undue hardship on the Plaintiff, and the Loan is therefore dischargeable under 11 U.S.C. § 523(a)(8), only as to Plaintiff.

11. The parties hereto agree to bear their own costs, expenses, and attorneys' fees in connection with the aforementioned lawsuit and claims.

SO STIPULATED.

Presented by Amanda Opp:

Dated: June 21, 2012

/s/ Clair M. Stewart

Clair M. Stewart, Esquire
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Attorney for Plaintiff

Assented to by National Collegiate Student Loan Trust 2005-3:

Date: June 22, 2012

/s/ Matthew Coletti

Matthew Coletti, Esq.*
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