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ITT TECH W COVINA LEARNING CTR

NO. 9057 P. 8

1 Robert S. Lampl, Esquire [CA Bar No. 82201]  
2 Law Office of Robert S. Lampl  
3 A Professional Law Corporation  
4 21031 Ventura Boulevard, Suite 640  
5 Woodland Hills, CA 91364  
6 Telephone: (818) 226-5662  
7 Facsimile: (818) 226-5671  
8 E-mail: Advocate45@aol.com  
9 Attorneys for United Student Aid Funds

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**UNITED STATES BANKRUPTCY COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
**Los Angeles Division**

23 In re:

24 LUIS VIRAMONTES,  
25 Debtor.

Bankr. Case No.: LA:12-bk-40456-BB  
Chapter 7

26 LUIS VIRAMONTES,  
27 Plaintiff,

28 v.

ITT TECHNICAL INSTITUTE, SALLIE  
MAE, AMERICAN EDUCATION  
SERVICES, NATIONAL COLLEGIATE  
TRUST, and SENTRY CREDIT, INC.,  
Defendants.

Adv. Proc. No.: LA:12-ap-02220-BB

**STIPULATION TO DISCHARGE  
EDUCATIONAL DEBT BETWEEN  
PLAINTIFF AND UNITED STUDENT  
AID FUNDS**

Status Conference

Date: December 4, 2012

Time: 2:00 P.M.

Place: 255 East Temple Street, Courtroom 1475  
Los Angeles, California

29 Plaintiff, Luis Viramontes ("Plaintiff"), and United Student Aid Funds ("USAF"), hereby  
30 stipulate as follows:

31 1. On September 6, 2012, Plaintiff filed a voluntary petition for relief under Chapter  
32 7 of the United States Bankruptcy Code.

NOV. 7. 2012 12:32PM

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NO. 9057 P. 9

1           2.       On October 2, 2012, Plaintiff filed a Complaint, naming, *inter alia*, Sallie Mae as  
2 Defendant, seeking a discharge of educational loan debt under 11 U.S.C. § 523(a)(8).

3           3.       Plaintiff is indebted to United Student Aid Funds ("USAF"), as guarantor of, and  
4 successor in interest to, Sallie Mae, pursuant to the applicable terms of one (1) Smart  
5 Consolidation Loan educational loan Promissory Note ("Promissory Note"), disbursed on July  
6 21, 2003 ("Educational Loan"), which was formerly serviced by Sallie Mae.

7           4.       As of the date of the filing of this adversary proceeding, there was a balance due  
8 and owing on the Educational Loan evidenced by the Promissory Note, including principal,  
9 interest and fees, in the amount of \$37,249.08.  
10

11           5.       The parties agree to a discharge of Plaintiff's liability on the debt due USAF,  
12 owing on the Educational Loan evidenced by the Promissory Note referenced herein above, as  
13 included within the general discharge in Plaintiff's main bankruptcy case; upon the grant of a  
14 general discharge in the Plaintiff's main bankruptcy case, and approval of this Stipulation by the  
15 court, Plaintiff will owe no further obligation to USAF (or Sallie Mae) on the debt referenced  
16 herein.  
17

18           6.       This Stipulation may be executed in counterparts, by facsimile and/or by  
19 electronic mail, each of which shall constitute an original, but all of which together shall  
20 constitute one and the same Stipulation between the parties.  
21

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26   *[this space intentionally left blank]*  
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NO. 9057 P. 10

1 WHEREFORE, the parties pray this Honorable Court for an Order approving this  
2 Stipulation.  
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4  
5

6 By: 

7 Luis Viramontes  
8 16772 E Francisquito Ave  
9 La Puente, CA 91744-1815  
10 Plaintiff

11  
12  
13 By: \_\_\_\_\_

14 Robert S. Lampl, Esquire  
15 Law Office of Robert S. Lampl  
16 A Professional Law Corporation  
17 21031 Ventura Boulevard, Suite 640  
18 Woodland Hills, CA 91364  
19 Telephone: (818) 226-5662  
20 Facsimile: (818) 226-5671  
21 E-mail: [Advocate45@aol.com](mailto:Advocate45@aol.com)  
22 Attorneys for United Student Aid Funds  
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24  
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