



ORDERED in the Southern District of Florida on October 3, 2012.

Raymond B. Ray, Judge
United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division**

IN RE:

AARON VAHID SEALY, and
BAHIYYIH JYOTI SEALY,
Debtor.

Case No. 11-45065-BKC-RBR

Chapter 7 Case

AARON VAHID SEALY, and
BAHIYYIH JYOTI SEALY,

Plaintiff,

Adv. No. 12-01218-BKC-RBR-A

vs.

U.S. DEPARTMENT OF EDUCATION,
SLM CORPORATION a/k/a SALLIE MAE,
and UNIVERSITY OF MICHIGAN,

Defendants.

**STIPULATED JUDGMENT AS TO DISCHARGEABILITY
OF PLAINTIFF AARON VAHID SEALY'S STUDENT LOAN
DEBT OWED TO THE UNIVERSITY OF MICHIGAN**

THIS CAUSE having come before the Court on the *Joint Motion for Entry of Stipulated Judgment as to Dischargeability of Plaintiff Aaron Vahid Sealy's Student Loan Debt Owed to the University of Michigan* (the "Motion") [ECF# 46] filed by Plaintiffs Bahiyyih Jyoti Sealy ("Mrs. Sealy") and Aaron Vahid Sealy ("Mr. Sealy") ("Mr. Sealy", collectively with Mrs. Sealy, the "Plaintiffs") and Defendant the University of Michigan (collectively, the "Parties"), and the Court, having reviewed the Joint Motion, being advised by the Parties that they have resolved the issues as to Mr. Sealy's student loan debt owed to the University of Michigan that were raised in the *Amended Complaint to Determine Dischargeability of Debt* [ECF# 17], and to the entry of this Agreed Judgment, good cause appearing, and being otherwise duly advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. Of the total amount of student loan debt that Mr. Sealy currently owes to the University of Michigan (the "University"), \$2,000 (the "Non-Dischargeable Balance") is not dischargeable under 11 U.S.C. §523(a)(8) due to the Plaintiffs' current financial situation. Therefore, final judgment of non-dischargeability is hereby entered in favor of the University as to \$2,000 of Mr. Sealy's student loan debt.

2. The remaining balance, including principal or interest, of Mr. Sealy's student loan debt owed to the University that is in excess of the Non-Dischargeable Balance is dischargeable under 11 U.S.C. §523(a)(8), and that remaining balance shall be the subject of the general discharge that Mr. Sealy received on April 19, 2012. Therefore, final judgment of dischargeability is hereby entered in favor of Mr. Sealy as to the amount of his student loan debt owing to the University that is in excess of the Non-Dischargeable Balance.

3. Interest on the Non-Dischargeable Balance shall begin to accrue and will continue to accrue at a rate of 5% as of the date this Agreed Judgment is entered on the docket.

4. Mr. Sealy may pay the Non-Dischargeable Balance over a ten (10) year period.

5. The Non-Dischargeable Balance remains eligible for any applicable federal or state administrative debt repayment and forgiveness programs.

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Submitted by:

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Copy furnished to:

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(Attorney Mason is directed to serve a conformed copy of this Order upon all interested parties, and to file a Certificate of Service).