

United States Bankruptcy Court  
District of Oregon

Givens,  
Plaintiff

Adv. Proc. No. 12-03220-elp

U.S. Department of Education,  
Defendant

**CERTIFICATE OF NOTICE**

District/off: 0979-3

User: pj  
Form ID: pdf018

Page 1 of 2  
Total Noticed: 6

Date Rcvd: Jun 07, 2013

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 09, 2013.

pla	+Jessica Ann Givens, 8120 NW 19th Street, Terrebonne, OR 97760-9445
dft	U.S. Department of Education, Direct Loan Servicing Center, POB 5609, Greenville, TX 75403-5609
intp	+US Attorney for the District of Oregon, Attn: S Amanda Marshall, 1000 SW Third Ave. Ste 600, Portland, OR 97204-2936
intp	+US Dept of Education, Arne Duncan, Secretary of Education, Dept of Education Bulding, 400 Maryland Ave SW, Washington, DC 20202-0008
intp	US Dept of Education, Eric Holder, US Atty General, US Dept of Justice, 950 Pennsylvania Ave NW, Washington, DC 20503-0001

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

ust	+E-mail/Text: ustpreion18.pl.ecf@usdoj.gov Jun 08 2013 02:27:32	US Trustee, Portland, 620 SW Main St #213, Portland, OR 97205-3026
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TOTAL: 1

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

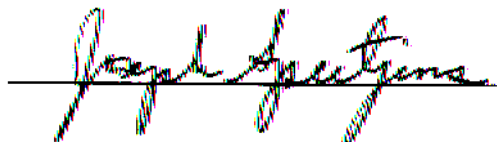
From Article at GetOutofDebt.org

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 09, 2013

Signature:



District/off: 0979-3

User: pj  
Form ID: pdf018

Page 2 of 2  
Total Noticed: 6

Date Rcvd: Jun 07, 2013


The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 7, 2013 at the address(es) listed below:  
NONE.

TOTAL: 0

From Article at [GetOutOfDebt.org](http://GetOutOfDebt.org)

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Below is a Judgment of the Court. If the judgment is for money, the applicable judgment interest rate is:

  
ELIZABETH PERRIS  
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

Jessica Ann Givens, )  
 )  
 )  
 ) Debtor. )  
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 )  
 ) JESSICA ANN GIVENS, )  
 )  
 ) Plaintiff, )  
 )  
 ) v. )  
 )  
 ) NATIONAL COLLEGIATE TRUST; )  
 ) U.S. DEPARTMENT OF EDUCATION, )  
 )  
 )  
 ) Defendants. )

Case No. 12-34644-elp7

Adv. Proc. No. 12-03220-elp

**STIPULATED JUDGMENT  
REGARDING U.S.  
DEPARTMENT OF  
EDUCATION STUDENT LOANS**

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

A. Plaintiff owes DOE a debt for repayment of various Direct student loans (“DOE loans”). Interest accrues on the DOE loans, at various annual rates. As of December 7, 2012, the total balance due on the DOE loans was approximately \$25,179.93, including principal and interest.

B. Plaintiff commenced an action within the above-captioned chapter 7 bankruptcy case seeking a determination that the DOE loans are dischargeable pursuant to 11 U.S.C. §

1 523(a)(8).

2 C. DOE and Plaintiff desire to settle the claims between them in this adversary  
3 proceeding by this stipulated judgment. Upon entry of this stipulated judgment, Plaintiff shall  
4 continue in repayment of the DOE loans and shall apply for repayment under DOE's Income-  
5 Contingent Repayment Plan ("ICRP"). Plaintiff is not eligible for the ICRP until entry of this  
6 stipulated judgment. Based on DOE's initial assessment of the Debtor's income and marital  
7 status, DOE believes that Plaintiff is eligible for the ICRP and anticipates enrolling Plaintiff in  
8 the ICRP upon processing Plaintiff's application. In applying for the ICRP, Plaintiff shall  
9 complete the necessary income-related documentation. Plaintiff must provide this  
10 documentation to DOE within 30 days of entry of this judgment. DOE commits to expediting  
11 Plaintiff's ICRP application. The parties estimate that Plaintiff's initial monthly payment under  
12 ICRP would be between approximately \$255.00 and \$270.00.

13 D. Should Plaintiff elect repayment of her DOE loans through the ICRP, and remain  
14 in good standing on the consolidated DOE loans, any balance due on the DOE loans at the end of  
15 25 years' participation in the ICRP shall be deemed discharged in bankruptcy. However, in the  
16 event Plaintiff defaults on her DOE loans, DOE may proceed with any and all collection tools  
17 available under the Higher Education Act or the Debt Collection Improvement Act, including but  
18 not limited to wage garnishment, offset, assessment of reasonable collection costs, and referral  
19 for collection to outside agencies.

20 E. Since Plaintiff's agreement to entering into this stipulation is that she will be able  
21 to be enrolled in the ICRP and that her initial payments under the ICRP would be under \$270.00  
22 per month, the parties agree that entry of this stipulated judgment is without prejudice to Plaintiff  
23 re-filing a complaint under 11 USC § 523(a)(8) with respect to the DOE loans in the event DOE  
24 declines to enroll Plaintiff in the ICRP or that Plaintiff's initial payments under the ICRP would  
25 exceed \$270.00 per month.

26 F. This stipulated judgment contains the entire agreement of Plaintiff and DOE with

1 respect to settlement of Plaintiff's liability for the DOE loans. No prior agreement, statement or  
2 promise made by any party to this stipulated judgment that is not contained herein shall be  
3 binding or valid.

4 Based upon the stipulation of the parties set forth below, good cause having been  
5 shown,

6 IT IS HEREBY ORDERED AS FOLLOWS:

7 1. Plaintiff's DOE loan debts are not dischargeable pursuant to 11 U.S.C. §  
8 523(a)(8) and the US Department of Education is dismissed as a party to this action.

9 2. The parties shall bear their own costs and fees incurred in this proceeding.

10 DATED this 6th day of June, 2013.

11 IT IS SO STIPULATED:

12  
13 /s/ Sean E. Martin  
14 SEAN E. MARTIN  
Attorney for Defendant

/s/ Jonathan G. Basham  
JONATHAN G. BASHAM  
Attorney for Plaintiff

15 ###

16 Respectfully submitted,

17  
18 /s/ Jonathan G. Basham  
19 JONATHAN G. BASHAM, OSB# 900381  
Attorney for Plaintiff

20 cc: Jonathan G. Basham, Attorney for Plaintiff  
21 Thomas K. Hooper, Attorney for National Collegiate Trust  
22 Sean E. Martin, Attorney for US Department of Education  
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