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11 National Collegiate Student Loan
12 Trust 2005-3, 2006-3, and 2007-4

13 **UNITED STATES BANKRUPTCY COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **LOS ANGELES DIVISION**

16 In re

17 Pedro Magdaleno and Rosie Magdaleno

18 Debtors,

19 Case No. 2:12-bk-38467-RK
20 Chapter 7
21 Honorable Robert N. Kwan

22 Pedro Magdaleno and Rosie Magdaleno

23 Plaintiffs,

24 Adversary No. 2:14-ap-01387-RK

25 **STIPULATION TO DISCHARGE ALL
26 STUDENT LOAN DEBT OBLIGATIONS
27 OWED BY PLAINTIFF TO DEFENDANT;
28 AND TO DISMISS DEFENDANT
NATIONAL COLLEGIATE STUDENT
LOAN TRUST 2005-3, 2006-3 AND 2007-4
FROM ADVERSARY PROCEEDING**

29 vs.

30 National Collegiate Student Loan Trust
31 2005-3, A Delaware Statutory Trust(s),
32 et., al,

33 Defendants.

34 Trial:

35 Date: 10/08/2015
36 Time: 9:00 a.m.
37 Location: 255 E. Temple St., Courtroom 1675
38 Los Angeles, CA 90012

39 This Stipulation is entered into by and between Plaintiffs, Pedro Magdaleno and Rosie
40 Magdaleno ("Plaintiffs") and Defendant, National Collegiate Student Loan Trust 2005-3,
41 National Collegiate Student Loan Trust 2006-3, and National Collegiate Student Loan Trust

1 2007-4, (collectively referred to as "NCT") through its respective counsels of record, with
2 reference to the following facts and subject to Bankruptcy Court approval:

3
4 RECITALS

5 A. Plaintiffs are indebted to NCT pursuant to the applicable terms of three (3) educational
6 loan Note Disclosure Statements and Loan Request/Credit Agreements ("Promissory
7 Notes") for which Plaintiff(s) executed and/or co-signed on following educational loans
8 ("Student Loans") that were transferred from Bank of America, N.A. to NCT):

9

CURRENT LENDER	LOAN NO.	LOAN DATE	AMOUNT
National Collegiate Student Loan Trust 2005-3	#xxxxxxxxx/001-001000	July 21, 2005	\$31,250.00
National Collegiate Student Loan Trust 2006-3	#xxxxxxxxx/002-001000	July 7, 2006	\$33,149.17
National Collegiate Student Loan Trust 2007-4	#xxxxxxxxx/003-001000	June 11, 2007	\$44,198.90

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15 B. Plaintiffs filed their Chapter 7 voluntary bankruptcy petition in the Central District of
16 California, Los Angeles Division on August 21, 2012, known as Case No. 2:12-bk-38467-
17 RK.

18
19 C. Howard M. Ehrenberg was the duly appointed Chapter 7 Trustee in this matter. Plaintiffs
20 341 Meeting of Creditors hearing was held and concluded. The Chapter 7 Trustee filed his
21 Report of No Distribution on September 21, 2012, concluding this matter as a no asset
22 case.

23
24 D. As June 19, 2014, the student loan balances are estimated to be in excess of
25 \$144,745.00.

26
27 E. Plaintiffs commenced the above-referenced adversary proceeding on June 4, 2014, by filing a
28 complaint to determine the dischargeability of debts, pursuant to 11 U.S.C. § 523(a)(8)
("Adversary Proceeding").

1 F. Plaintiffs contends that repayment of the Student Loan Obligations would impose an undue
2 hardship on them under 11 U.S.C. § 523(a)(8).

3
4 G. The Parties have reached an agreement to discharge all Student Loan Obligations owed by
5 Plaintiffs to Defendant, NTC, and specifically those loans known as National Collegiate
6 Student Loan Trust 2005-3, National Collegiate Student Loan Trust 2006-3 National
7 Collegiate Student Loan Trust 2007-4, and under 11 U.S.C. §523 (a)(8) and to dismiss the
8 Adversary Proceeding against Defendant, NCT and believe that said agreement is appropriate
9 under the circumstances set forth below.
10

11 STIPULATION

- 12 1. The Recitals set forth above are hereby incorporated into the Stipulation by this reference.
13
14 2. Plaintiffs' Student Loan Obligations to Defendant, NCT are dischargeable pursuant to 11
15 U.S.C. § 523(a)(8).
16
17 3. The Discharge of Debtor order entered on November 26, 2012, in Plaintiffs' main bankruptcy
18 case, known as Case No. 2:12-bk-38467-RK (*Docket #19*), shall apply to discharge
19 Plaintiffs' Student Loan Obligations.
20
21 4. Any and all individual taxation consequences as a result of this Stipulation are the sole and
22 exclusive responsibility of Plaintiffs. The Defendant, NCT does not warrant any
23 representation of any tax consequences in this Stipulation. Nothing contained herein shall
24 constitute a waiver by Plaintiffs of any right to challenge any tax consequences of this
25 Stipulation.
26
27 5. This written agreement contains all of the agreements between the Parties, and is intended
28 to be and is the final and sole agreement between the Parties. The Parties agree that any
other prior or contemporaneous representations or understandings not explicitly contained

1 in this written agreement, whether written or oral, are of no further legal or equitable force
2 or effect. Any subsequent modifications to this agreement must be in writing, and must be
3 signed and executed by the Parties.
4

5 6. The Parties to this Stipulation represent and warrant that they have reviewed and understand its
6 contents. The Parties to this Stipulation further represent and warrant that each has the power
7 to execute, deliver, and perform this Stipulation agreement; that each has taken all necessary
8 action to authorize the execution, delivery, and performance of this Stipulation agreement; and
9 that this Stipulation is enforceable in accordance with its terms.
10

11 7. It is contemplated that this Stipulation may be executed in several counterparts with a separate
12 signature page for each party. All such counterparts and signature pages, collectively, shall be
13 deemed to be one document.
14

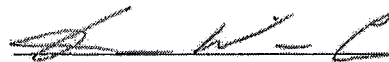
15 8. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil Procedure
16 41(a), the Parties agree that this Court should dismiss Defendant, NCT from the Adversary
17 Proceeding upon entry of an Order approving this Stipulation.

18 9. The Parties agree that each party shall bear their own attorneys' fees and costs.

19 IT IS SO STIPULATED.


20 Dated: October 1, 2015

LAW OFFICES OF GLENN W. CALSADA

21 
22 _____
23 Glenn Ward Calsada, Esq.
24 Attorney for Plaintiffs,
25 Pedro Magdaleno and Rosie Magdaleno

26 Dated: October 1, 2015

WELTMAN, WEINBERG & REIS, CO., L.P.A.

27 
28 _____
Raymond F. Moats, III (165199)
Attorney for Defendant,
National Collegiate Student Loan Trust
2005-3, 2006-3 and 2007-4