

FEDERAL STUDENT AID

OPERATIONS SERVICES

PROCESSING DIVISION REGIONAL OFFICE



LITIGATION SUPPORT  
LITIGATION PACKAGE MANUAL

MARCH 2009

# TABLE OF CONTENTS

<b>BACKGROUND INFORMATION .....</b>	<b>1</b>
<b>THE LITIGATION CYCLE .....</b>	<b>2</b>
<b>CANDIDATES FOR LITIGATION.....</b>	<b>3</b>
<b>LITIGATION PREPARATION REQUIREMENTS.....</b>	<b>4</b>
<b>LITIGATION PACKAGE COVER SHEET .....</b>	<b>5</b>
<b>PREPARING THE CERTIFICATES OF INDEBTEDNESS (COI).....</b>	<b>6</b>
<i>FDLP LOAN – FIXED</i> .....	7
<i>FDLP LOAN – VARIABLE</i> .....	9
<i>FDLP LOAN – MASTER PROMISSORY NOTE – FIXED</i> .....	11
<i>FDLP LOAN – MASTER PROMISSORY NOTE – VARIABLE</i> .....	13
<i>FDLP CONSOLIDATION LOAN – FIXED</i> .....	15
<i>FDLP CONSOLIDATION LOAN – VARIABLE</i> .....	17
<i>FFELP LOAN – FIXED</i> .....	19
<i>FFELP LOAN – VARIABLE</i> .....	21
<i>FFELP 8/10% LOAN – FIXED</i> .....	23
<i>FFELP CONVERTED 8/10% LOAN – VARIABLE</i> .....	25
<i>FFELP LOAN – MASTER PROMISSORY NOTE – FIXED</i> .....	27
<i>FFELP LOAN – MASTER PROMISSORY NOTE – VARIABLE</i> .....	29
<i>FFELP CONSOLIDATION LOAN – FIXED</i> .....	31
<i>FFELP CONSOLIDATION LOAN – VARIABLE</i> .....	33
<i>FISLP LOAN</i> .....	35
<i>NDSL/PERKINS LOAN</i> .....	37
<i>PERKINS LOAN – MASTER PROMISSORY NOTE</i> .....	39
<b>NDSL/FISL PAYMENTS PRIOR TO JUNE 1989 .....</b>	<b>41</b>
<b>CLAIMS COLLECTION LITIGATION REPORT (CCLR) .....</b>	<b>42</b>
<i>PREPARING THE CLAIMS COLLECTION LITIGATION REPORT (CCLR)</i> .....	49
<b>GUARANTY AGENCY LIST.....</b>	<b>52</b>
<b>QUALITY CONTROL AT PRIVATE COLLECTION AGENCIES .....</b>	<b>62</b>
<b>REMINDERS.....</b>	<b>63</b>
<b>TREASURY OFFSET PROGRAM.....</b>	<b>63</b>
<b>ADMINISTRATIVE ISSUES.....</b>	<b>63</b>
<b><i>LITIGATION GROUP DIRECTORY</i> .....</b>	<b>64</b>

## **Background Information**

### **Department of Justice**

Within the Department of Justice (DOJ), the 93 U.S. Attorney Offices are responsible for handling the majority of delinquent debt cases. Each office has a financial litigation unit handled by an Assistant U.S. Attorney (AUSA) and may be staffed with a paralegal specialists and several financial litigation agents, depending on the size of the office. For the most part, the unit handles small dollar delinquent debt cases such as student loans; they also collect taxes, fines, penalties, and forfeitures. Other attorneys within the U.S. Attorney Offices handle high dollar cases dealing with foreclosures and bankruptcies.

### **Debt Collection Amendment Act of 1986 (Public Law 99-578)**

This act was enacted on October 28, 1986 to assist the DOJ in litigating and collecting the high volume of delinquent debt cases. This act authorizes the Attorney General to contract with private attorneys to collect non-tax delinquent debts, which included the collection of student loans. It was started as the Private Attorney Pilot Project (PAPP). At present, the following districts have contracts with private counsels to collect defaulted student loans:

- |  |       |
|--|-------|
| 1. Central District of California (Los Angeles)    | ED212 |
| 2. Northern District of California (San Francisco) | ED211 |
| 3. District of Columbia (Washington, DC)           | ED216 |
| 4. Middle District of Florida (Tampa)              | ED218 |
| 5. Southern District of Florida (Miami)            | ED204 |
| 6. Northern District of Illinois (Chicago)         | ED224 |
| 7. Eastern District of Michigan (Detroit)          | ED239 |
| 8. District of New Jersey (Newark)                 | ED250 |
| 9. Eastern District of New York (Brooklyn)         | ED253 |
| 10. Northern District of New York (Syracuse)       | ED252 |
| 11. Western District of New York (Buffalo)         | ED255 |
| 12. Southern District of Texas (Houston)           | ED279 |

Congress wanted to reduce debt case backlogs caused by U.S. Attorney Offices devoting their resources to higher enforcement priorities. Congress also wanted to improve the government's ability to cost effectively collect delinquent debts and to establish a mechanism to assess whether these two objectives were achieved.

### **Nationwide Central Intake Facility (NCIF)**

On October 1, 1990, the NCIF was opened. Prior to the opening of the NCIF, litigation referrals were sent directly to U.S. Attorneys, which meant the DOJ's caseload of claims was coming in through 93 separate intake points. This made it difficult to compile accurate statistics.

After creation of NCIF, all referrals nationwide were sent directly to NCIF. NCIF enters and logs all pertinent data into a central database and then refers the cases on to U.S. Attorneys and/or Private Counsels. NCIF is responsible for keeping an automated record of progress and updating litigation collection statistics. When an account is returned to Education, NCIF is updated via the nationwide central database.

The Litigation Cycle

**PRIVATE COLLECTION AGENCIES**

\*  
\*  
\*  
\*

**LITIGATION UNIT – PROCESSING DIVISION REGIONAL OFFICE**

\*  
\*  
\*  
\*

**DOJ NATIONWIDE CENTRAL INTAKE FACILITY**

*	*
*	*
*	*
*	*

**DOJ OFFICES**

**PRIVATE COUNSEL OFFICES**

*	*
*	*
*	*
*	*

**LITIGATION UNIT – PROCESSING DIVISION REGIONAL OFFICE**

## Candidates For Litigation

1. Minimum principal balance of \$10,000.00 for DOJ Office.
2. Minimum principal balance of \$600.00 for Private Counsels that have contracts with DOJ to collect defaulted student loans. The location codes of the DOJ districts that have contracts with Private Counsels to collect defaulted student loans are noted on page 1—Background Information.
3. Home address verification within last 30 days, must match L101 Screen.
4. Include employment and/or property verification within 30 days for ALL referrals. Attachable assets such as verified bank accounts or securities count as property. If property is known and verified, it should be listed in the CCLR, Block 51. List the property address, value, how verified....
5. No referrals with judgments (judgments do not expire under federal law, even though you will see expiration dates on the R107). Check L102 (all pages) for judgments already obtained by DOJ, and check R107/R106 and CBR for judgments obtained by schools and guaranty agencies.
6. No unresolved bankruptcies, pseudo SSN's, no borrowers that are federal employees, living on Indian Reservations or living in foreign countries.
7. No payments posted within 60 days and no TOP posted in the last 2 years, with some exceptions.
8. Debts must have been on ED's system for a minimum of 3 years. \*\*Exceptions considered such as self-employed.\*\*
9. No unresolved disputes. Review L102 to verify that all disputes are settled.
10. Accounts returned by DOJ, for any reasons, are not to be referred to DOJ again (check L102).

### ***11. \*\*\*\*Vermont District restrictions\*\*\*\****

Please note that Vermont has a Credit Reporting Act that bars a party, including one acting for the Department, from obtaining a Credit Bureau Report under certain conditions. For borrowers who live in Vermont, we can only get a credit report 1) if the borrower consents, 2) if the loan was made before 1/1/93, or 3) if the loan was guaranteed by Vermont. Cases without Credit Bureau Reports are not eligible for litigation.

12. Do not refer an account with incorrect balance accounting. Examples: 1) debt(s) with negative (or interest only) balance, 2) consolidated debt(s) with positive or negative balance. If a debt has been consolidated, it should be closed as CN and zero balance.
13. All available ED collection efforts should be exhausted prior to preparing the case for litigation. Litigation is a collection tool of last resort.

## **Litigation Preparation Requirements**

1. Cover sheet in triplicate
2. Printed litigation package documentation, e.g., computer printouts, should be under “Portrait” page orientation
3. Completed Certificate of Indebtedness (COI)
  - ❑ During the months of late June and early July of each year, do not prepare a variable interest rate COI (do not submit the litigation package) until the new rate is updated in system—see L108 screen.
4. Completed Claims Collection Report (CCLR)
5. Credit Bureau Report (CBR) within 30 days
6. Computer printouts of account collection records within 30 days
  - ❑ All screen prints must match the balance date given
  - ❑ L101, L102—all pages, L106—all pages, L109— as appropriate, R103—all pages, R104—for all payments, R105/R106/R107/R116—as appropriate, and R110—all pages
7. Copy of all Promissory Notes. Also, copy of Student Loan Applications, Claims for Insurance Payments and assignment documentation, if available. All Application/Promissory Notes must be fully legible, both front and back, with no information cutoff and/or pages missing. Indemnifications in lieu of Promissory Notes are not acceptable for litigation.
8. Copy of disputes from borrowers, with ED responses
9. Copy of first and last demand letters sent to borrower. Please mark each of the letters with the codes as noted on the L106 screen. For example, for a particular collection agency, current letter code “34A” under field “LETTER TYPE” should be an initial demand letter. Must allow 30 days from date of final demand for borrower to respond, before preparing account for litigation and printing screens. Letter series should include a 'call me' type letter, as well as pre-litigation or intent to litigate letter

PCA Quality Control: \_\_\_\_\_  
Name/initials

DOJ Code<sup>1</sup>: \_\_\_\_\_

**U.S. DEPARTMENT OF EDUCATION  
LITIGATION PACKAGE COVER SHEET**

AG \_\_\_\_\_

DATE \_\_\_\_\_

BORROWER'S NAME: \_\_\_\_\_

BORROWER'S SSN: \_\_\_\_\_

This sheet should be made in triplicate and package should contain the following:

- A. Certificate of Indebtedness (COI)
- B. Claims Collection Litigation Report (CCLR)
- C. Credit Bureau Report
- D. Computer Screens - L101, L102, L106, L109, R103, R104, and (as appropriate, R105 (FISL), R106 (NDSL), R107 (GSL), R116 (FDSL)) R110
- E. Copy of Promissory Note(s) and other documentation and correspondence if available
- F. Copy of First and Last Demand Letters

**FOR ED USE ONLY**

ACCOUNT WILL BE REJECTED/RETURNED FOR THE FOLLOWING REASON:

---



---

ACCOUNT WILL BE ACCEPTED \_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

\_\_\_\_\_  
Signature of Loan Analyst Reviewing

<sup>1</sup> Find the borrower's zip code noted on the L101screen, and see the NCIFZipCodeTable.xls and FLUDirectory files to obtain the DOJ code. For example: 94105 zip code is CAN => CA/ND 11. Add ED2 in front of the District Code. The complete DOJ Code for the U.S. Attorney's Office for the Northern District of California is ED211. DOJ Codes are in the 200 series.

## **Preparing the Certificates of Indebtedness (COI)<sup>1</sup>**

1. What is a COI? The COI is a legal document certifying the facts of the case and used by U.S. Attorneys to pursue the Department's financial interest in a court of law.
2. Why is a COI needed? The COI and CCLR show the facts of the case, which must accompany each referral to DOJ for enforced collection.
3. What information must be in the COI? A statement of the relevant facts including how the borrower became indebted to the United States of America, the default date, principal balance of the debt, amount and rate of accrued interest on principal balance, additional charges such as penalties and administrative costs, amount of payments applied and statutory authorities. The "aka" should be any name used on the promissory note only. Do not use names found on the Credit Bureau Reports as "aka." With regard to borrower's address, do not give P.O. Box.
4. Why must everything in the COI accurate? The COI is the legal document used by ED personnel and U.S. Attorneys to prepare Affidavits and Declarations in support of summary judgment.
5. Who prepares the COI? Collection Agency personnel will prepare the COI.
  - Prepare one COI for an account that has same type of loans, with same interest rates, from same guarantor, unless directed otherwise.
  - Prepare separate COI(s) for an account that has loans with different interest rates.
  - COI should list all AKA(s), as identified on the promissory notes.
  - COI should have no information cutoff
  - List dates in chronological order the borrower executed promissory notes
  - Number COI(s) in chronological order. For example, COI #1 of 2 - earlier loans, and COI #2 of 2 - later loans
  - During the months of late June and early July of each year, do not prepare a variable interest rate COI (do not submit the litigation package) until the new rate is updated in system—see L108 screen.
6. What is the format of the COI?
  - Margins: 0.5" – 1" top, bottom, left, right. Balance the margins accordingly.
  - Font Size: 10 - 12 points. Limit the COI to one (1) page. The optimum font size to fit loan information to 1-page COI is 11 points—size must be consistent throughout the document, if possible.
  - Spacing: 3 - 4 spaces from Certification block to Signature block
  - Alignment: align COI blocks accordingly
  - Use consistent format, if possible
7. Where do you get the information to prepare the COI? The information can be obtained from ED's computer screens, student loan files and promissory notes.
8. When should I use the FFELP 8/10% Loan COI? On a Stafford loan for new borrowers after 07/01/88, and before 10/01/92.
9. Who will do the quality control? Collection agency staff and, finally, ED's Litigation Support staff.

<sup>1</sup> Please delete all pre-2007 COI templates, or update them in accordance with the templates provided in this manual.



*FDLP Loan – Fixed*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[AMOUNT ON PNOTE] from the U.S. Department of Education. This loan was disbursed for (8)\$[R116 Screen DISB AMOUNT] on (9)[R116 FSTDISBDT&LSTDISBDT<sup>1</sup>], at (10)[L109 Screen RATE] percent interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (11)[R116 DEFTDTE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (12)\$[R116 CAPINT] in unpaid interest was capitalized and added to the principal balance.

The Department has credited (13)\$[R116 AMTCOLBYSVR + R103 Screen PMT] from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(14)\$[R110 PRINCIPAL]
Interest:	(15)\$[R110 INTEREST]
Total debt as of (16)[MM/DD/YY]:	(17)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (18)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

*FDLP Loan – Fixed Rate*

**Preparing the FDLP Loan (Fixed Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = amount on promissory note (list each amount)
8. Loan was disbursed for = DISB AMOUNT on the R116 screen(s)
9. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R116 screen(s)
10. Interest rate at = RATE on the L109 screen
11. Defaulted on the obligation on = DEFTDTE on the R116 screen
12. Capitalized interest = CAPINT on the R116 screen
13. Department has credited a total of (payments) = AMTCOLBYSVR amount on the R116 screen, plus PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
14. Principal = Principal on the R110 screen
15. Interest = Interest on the R110 screen
16. Total debt as of date = as of date on the R110 screen
17. Total debt amount = ED balance on the R110 screen
18. Rate of = Principal times Factor (Interest/365.25)

*FDLP Loan – Variable*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[AMOUNT ON PNOTE] from the U.S. Department of Education. This loan was disbursed for (8)\$[R116 Screen DISB AMOUNT] on (9)[R116 FSTDISBDT&LSTDISBDT<sup>1</sup>], at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (10)[R116 DEFTDTE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (11)\$[R116 Screen CAPINT] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (12)\$[R116 AMTCOLBYSVR + R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(13)\$[R110 PRINCIPAL]
Interest:	(14)\$[R110 INTEREST]
Total debt as of (15)[MM/DD/YY]:	(16)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (17)[L109 Screen RATE] percent and a daily rate of (18)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

*FDLP Loan – Variable Rate*

**Preparing the FDLP Loan (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = amount on promissory note (list each amount).
8. Loan was disbursed for = DISB AMOUNT on the R116 screen(s)
9. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R116 screen(s)
10. Defaulted on the obligation on = DEFTDTE on the R116 screen
11. Capitalized interest = CAPINT on the R116 screen
12. Department has credited a total of (payments) = AMTCOLBYSVR amount on the R116 screen, plus PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
13. Principal = Principal on the R110 screen
14. Interest = Interest on the R110 screen
15. Total debt as of date = as of date on the R110 screen
16. Total debt amount = ED balance on the R110 screen
17. Current rate = RATE on the L109 screen
18. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

*FDLP Loan – Master Promissory Note – Fixed*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed master promissory note(s) to secure loan(s)<sup>1</sup> (hereafter “loan”) from the U.S. Department of Education. This loan was disbursed for (7)\$[R116 Screen DISB AMOUNT] on (8)[R116 FSTDISBDT&LSTDISBDT<sup>2</sup>], at (9)[L109 Screen RATE] percent interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (10)[R116 DEFTDTE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (11)\$[R116 CAPINT] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (12)\$[R116 AMTCOLBYSVR + R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(13)\$[R110 PRINCIPAL]
Interest:	(14)\$[R110 INTEREST]
Total debt as of (15)[MM/DD/YY]:	(16)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (17)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> To be used for loan(s) with master promissory note.

<sup>2</sup> Use all dates that are not the same.

***FDLP Loan-- Master Promissory Note – Fixed Rate***

**Preparing the FDLP Loan—Master Promissory (Fixed Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note
7. Loan was disbursed for = DISB AMOUNT on the R116 screen(s). List the earlier loan first, the later loan last.
8. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R116 screen(s). List the dates in chronological order: earlier date first, later date last.

RE: 7-8. E.G., This loan was disbursed for \$2,625.00 on 07/21/01, \$3,453.00 on 07/21/01, \$3,552.00 on 08/12/01 & 01/02/02, \$1,262.00 on 08/1/01 & 01/02/02, \$2,030.00 on 05/08/02, \$363.00 on 05/08/02, \$4,278.00 on 08/11/02 & 12/30/02, \$1,306.00 on 05/20/03 & 06/25/03, \$5,076.00 on 05/20/03 & 06/25/03, \$1,788.00 on 08/19/03, and \$3,541.00 on 08/19/03, at a variable rate of interest to be established annually.

9. Interest rate at = RATE on the L109 screen
10. Defaulted on the obligation on = DEFTDTE on the R116 screen
11. Capitalized interest = CAPINT on the R116 screen
12. Department has credited a total of (payments) = AMTCOLBYSVR amount on the R116 screen, plus PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
13. Principal = Principal on the R110 screen
14. Interest = Interest on the R110 screen
15. Total debt as of date = as of date on the R110 screen
16. Total debt amount = ED balance on the R110 screen
17. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1<sup>st</sup> of each year and be valid through June 30<sup>th</sup> of the following year).

*FDLP Loan – Master Promissory Note – Variable*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed master promissory note(s) to secure loan(s)<sup>1</sup> (hereafter “loan”) from the U.S. Department of Education. This loan was disbursed for (7)\$[R116 Screen DISB AMOUNT] on (8)[R116 FSTDISBDT&LSTDISBDT<sup>2</sup>], at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (9)[R116 DEFTDTE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (10)\$[R116 CAPINT] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (11)\$[R116 AMTCOLBYSVR + R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(12)\$[R110 PRINCIPAL]
Interest:	(13)\$[R110 INTEREST]
Total debt as of (14)[MM/DD/YY]:	(15)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (16)[L109 Screen RATE] percent and a daily rate of (17)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> To be used for loan(s) with master promissory note.

<sup>2</sup> Use all dates that are not the same.

***FDLP Loan-- Master Promissory Note - Variable Rate***

**Preparing the FDLP Loan—Master Promissory (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note
7. Loan was disbursed for = DISB AMOUNT on the R116 screen(s). List the earlier loan first, the later loan last.
8. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R116 screen(s). List the dates in chronological order: earlier date first, later date last.

RE: 7-8. E.G., This loan was disbursed for \$2,625.00 on 07/21/01, \$3,453.00 on 07/21/01, \$3,552.00 on 08/12/01 & 01/02/02, \$1,262.00 on 08/1/01 & 01/02/02, \$2,030.00 on 05/08/02, \$363.00 on 05/08/02, \$4,278.00 on 08/11/02 & 12/30/02, \$1,306.00 on 05/20/03 & 06/25/03, \$5,076.00 on 05/20/03 & 06/25/03, \$1,788.00 on 08/19/03, and \$3,541.00 on 08/19/03, at a variable rate of interest to be established annually.

9. Defaulted on the obligation on = DEFTDTE on the R116 screen
10. Capitalized interest = CAPINT on the R116 screen
11. Department has credited a total of (payments) = AMTCOLBYSVR amount on the R116 screen, plus PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
12. Principal = Principal on the R110 screen
13. Interest = Interest on the R110 screen
14. Total debt as of date = as of date on the R110 screen
15. Total debt amount = ED balance on the R110 screen
16. Current rate = RATE on the L109 screen
17. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1<sup>st</sup> of each year and be valid through June 30<sup>th</sup> of the following year).



*FDLP Consolidation Loan – Fixed*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for (7)\$[R116 Screen DISB AMOUNT] on (8)[R116 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at (9)[R116 INT RATE = L109 Screen RATE] percent interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (10)[R116 DEFTDTE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (11)\$[R116 CAPINT] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (12)\$[R116 AMTCOLBYSVR + R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(13)\$[R110 PRINCIPAL]
Interest:	(14)\$[R110 INTEREST]
Total debt as of (15)[MM/DD/YY]:	(16)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (17)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

*FDLP Consolidation Loan – Fixed Rate*

**Preparing the FDLP Consolidation Loan (Fixed Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note
7. Loan was disbursed for = DISB AMOUNT on the R116 screen(s)
8. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R116 screen(s)
9. Interest rate at = RATE on the L109 screen
10. Defaulted on the obligation on = DEFTDTE on the R116 screen
11. Capitalized interest = CAPINT on the R116 screen
12. Department has credited a total of (payments) = AMTCOLBYSVR amount on the R116 screen, plus PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
13. Principal = Principal on the R110 screen
14. Interest = Interest on the R110 screen
15. Total debt as of date = as of date on the R110 screen
16. Total debt amount = ED balance on the R110 screen
17. Rate of = Principal times Factor (Interest/365.25)

*FDLP Consolidation Loan – Variable*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for (7)\$[R116 Screen DISB AMOUNT] on (8)[R116 FSTDISBDT&LSTDISBDT<sup>1</sup>], at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (9)[R116 DEFTDTE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (10)\$[R116 CAPINT] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (11)\$[R116 AMTCOLBYSVR + R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal: (12)\$[R110 PRINCIPAL]  
Interest: (13)\$[R110 INTEREST]

Total debt as of (14)[MM/DD/YY]: (15)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (16)[L109 Screen RATE] percent and a daily rate of (17)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

*FDLP Consolidation Loan – Variable Rate*

**Preparing the FDLP Consolidation Loan (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note
7. Loan was disbursed for = DISB AMOUNT on the R116 screen(s)
8. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R116 screen(s)
9. Defaulted on the obligation on = DEFTDTE on the R116 screen
10. Capitalized interest = CAPINT on the R116 screen
11. Department has credited a total of (payments) = AMTCOLBYSVR amount on the R116 screen, plus PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
12. Principal = Principal on the R110 screen
13. Interest = Interest on the R110 screen
14. Total debt as of date = as of date on the R110 screen
15. Total debt amount = ED balance on the R110 screen
16. Current rate = RATE on the L109 screen
17. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

***FFELP Loan – Fixed***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)\$[R107 Screen DISB AMOUNT] on (10)[R107 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at (11)[R107 INT RATE = L109 Screen RATE] percent interest per annum. The loan obligation was guaranteed by (12)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (13)\$[R107 Screen DISB AMOUNT - PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (14)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (15)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (16)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (17)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(18)\$[R110 PRINCIPAL]
Interest:	(19)\$[R110 INTEREST]
Total debt as of (20)[MM/DD/YY]:	(21)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (22)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

## ***FFELP Loan – Fixed Rate***

### **Preparing the FFELP Loan (Fixed Rate) Certificate of Indebtedness (COD):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
8. From = name of lender on promissory note(s) (include City and State when listed)
9. Loan was disbursed for = DISB AMOUNT on the R107 screen(s). List the earlier loan first, the later loan last.
10. Loan was disbursed on = FIRST DISBDATE&LAST DISBDATE date(s) on the R107 screen(s). List the dates in chronological order: earlier date first, later date last.
11. Interest rate at = RATE on the L109 screen
12. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
13. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
14. Defaulted on the obligation on = DEFTDTE date on the R107 screen
15. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
16. And on = DATE ENT date on the R107 screen
17. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
18. Principal = Principal on the R110 screen
19. Interest = Interest on the R110 screen
20. Total debt as of date = as of date on the R110 screen
21. Total debt amount = ED balance on the R110 screen
22. Rate of = Principal times Factor (Interest/365.25)

***FFELP Loan – Variable***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)[R107 Screen DISB AMOUNT] on (10)[R107 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[R107 Screen DISB AMOUNT - PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (13)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (15)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(17)\$[R110 PRINCIPAL]
Interest:	(18)\$[R110 INTEREST]
Total debt as of (19)[MM/DD/YY]:	(20)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (21)[L109 Screen RATE] percent and a daily rate of (22)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same

## *FFELP Loan – Variable Rate*

### **Preparing the FFELP Loan (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
8. From = name of lender on promissory note(s) (include City and State when listed)
9. Loan was disbursed for = DISB AMOUNT on the R107 screen
10. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R107 screen
11. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
12. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
13. Defaulted on the obligation on = DEFTDTE date on the R107 screen
14. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
15. And on = DATE ENT date on the R107 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Current rate = RATE on the L109 screen
22. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).



**FFELP 8/10% Loan – Fixed**

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044(3) [CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)\$[R107 Screen DISB AMOUNT] on (10)[R107 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at 8% interest, rising to 10% after the fourth year of repayment. The loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[R107 Screen DISB AMOUNT - PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (13)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (15)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(17)\$[R110 PRINCIPAL]
Interest:	(18)\$[R110 INTEREST]
Total debt as of (19)[MM/DD/YY]:	(20)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of 10% per annum and a daily rate of (21)\$[PRIN \* FACTOR (INT/365.25)].

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

***FFELP 8/10% Loan – Fixed Rate***

**Preparing the FFELP 8/10% Loan (Fixed Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
8. From = name of lender on promissory note(s) (include City and State when listed)
9. Loan was disbursed for = DISB AMOUNT on the R107 screen
10. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R107 screen
11. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
12. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
13. Defaulted on the obligation on = DEFTDTE date on the R107 screen
14. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
15. And on = DATE ENT date on the R107 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Rate of = Principal times Factor (Interest/365.25)

***FFELP Converted 8/10% Loan – Variable***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)[R107 Screen DISB AMOUNT] on (10)[R107 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at 8% interest, rising to 10% after the fourth year of repayment. Pursuant to 20 U.S.C. § 1077a(i)(7), the holder converted the interest rate to a variable rate, not to exceed, currently, 10%. This loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[R107 Screen DISB AMOUNT - PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (13)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (15)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(17)\$[R110 PRINCIPAL]
Interest:	(18)\$[R110 INTEREST]
Total debt as of (19)[MM/DD/YY]:	(20)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (21)[L109 Screen RATE] percent and a daily rate of (22)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same

## ***FFELP Converted 8/10% Loan – Variable Rate***

### **Preparing the FFELP Converted Loan (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
8. From = name of lender on promissory note(s) (include City and State when listed)
9. Loan was disbursed for = DISB AMOUNT on the R107 screen
10. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R107 screen
11. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
12. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
13. Defaulted on the obligation on = DEFTDTE date on the R107 screen
14. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
15. And on = DATE ENT date on the R107 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Current rate = RATE on the L109 screen
22. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

***FFELP Loan – Master Promissory Note – Fixed***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed master promissory note(s) to secure loan(s)<sup>1</sup> (hereafter “loan”) from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[R107 Screen DISB AMOUNT] on (9)[R107 FIRST DISBDATE&LAST DISBDATE<sup>2</sup>], at (10)[L109 Screen RATE] percent interest per annum. The loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[R107 DISB AMOUNT - PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (13)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (15)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(17)\$[R110 PRINCIPAL]
Interest:	(18)\$[R110 INTEREST]
Total debt as of (19)[MM/DD/YY]:	(20)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (21)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> To be used for loan(s) with master promissory note

<sup>2</sup> Use all dates that are not the same

*FFELP Loan—Master Promissory Note – Fixed Rate*

**Preparing the FFELP Loan—Master Promissory Note (Fixed Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. From = name of lender on promissory note(s) (include City and State when listed)
8. Loan was disbursed for = DISB AMOUNT on the R107 screen(s). List the earlier loan first, the later loan last.
9. Loan was disbursed on = FIRST DISBDATE&LAST DISBDATE date(s) on the R107 screen(s). List the dates in chronological order: earlier date first, later date last.
10. Interest rate at = RATE on the L109 screen
11. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
12. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
13. Defaulted on the obligation on = DEFTDTE date on the R107 screen
14. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
15. And on = DATE ENT date on the R107 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

***FFELP Loan – Master Promissory Note – Variable***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed master promissory note(s) to secure loan(s)<sup>1</sup> (hereafter “loan”) from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[R107 Screen DISB AMOUNT] on (9)[R107 FIRST DISBDATE&LAST DISBDATE<sup>2</sup>], at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by (10)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (11)\$[R107 DISB AMOUNT - PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (12)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (13)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (14)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (15)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(16)\$[R110 PRINCIPAL]
Interest:	(17)\$[R110 INTEREST]
Total debt as of (18)[MM/DD/YY]:	(19)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (20)[L109 Screen RATE] percent and a daily rate of (21)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> To be used for loan(s) with master promissory note

<sup>2</sup> Use all dates that are not the same

*FFELP Loan—Master Promissory Note - Variable Rate*

**Preparing the FFELP Loan—Master Promissory Note (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. From = name of lender on promissory note(s) (include City and State when listed)
8. Loan was disbursed for = DISB AMOUNT on the R107 screen(s). List the earlier loan first, the later loan last.
9. Loan was disbursed on = FIRST DISBDATE&LAST DISBDATE date(s) on the R107 screen(s). List the dates in chronological order: earlier date first, later date last.
10. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
11. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
12. Defaulted on the obligation on = DEFTDTE date on the R107 screen
13. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
14. And on = DATE ENT date on the R107 screen
15. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
16. Principal = Principal on the R110 screen
17. Interest = Interest on the R110 screen
18. Total debt as of date = as of date on the R110 screen
19. Total debt amount = ED balance on the R110 screen
20. Current rate = RATE on the L109 screen
21. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).



***FFELP Consolidation Loan – Fixed***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[R107 Screen DISB AMOUNT] on (9)[R107 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at (10)[R107 INT RATE = L109 Screen RATE] percent interest per annum. The loan obligation was guaranteed by (11)[GUARANTY AGENCY NAME], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)[R107 DISB AMOUNT MINUS PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (13)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (15)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(17)[R110 PRINCIPAL]
Interest:	(18)[R110 INTEREST]
Total debt as of (19)[MM/DD/YY]:	(20)[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (21)[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same.

*FFELP Consolidation Loan – Fixed Rate*

**Preparing the FFELP Consolidation Loan (Fixed Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note
7. Consolidation loan from = name of lender on promissory note (include City and State when listed)
8. Loan was disbursed for = DISB AMOUNT on the R107 screen
9. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R107 screen
10. Interest rate at = RATE on the L109 screen
11. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
12. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
13. Defaulted on the obligation on = DEFTDTE date on the R107 screen
14. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
15. And on = DATE ENT date on the R107 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Rate of = Principal times Factor (Interest/365.25)

***FFELP Consolidation Loan – Variable***

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[R107 Screen DISB AMOUNT] on (9)[R107 FIRST DISBDATE&LAST DISBDATE<sup>1</sup>], at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by (10)[GUARANTY AGENCY NAME], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (11)\$[R107 DISB AMOUNT MINUS PRINPDLENDER] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (12)[R107 DEFTDTE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (13)\$[REVIEW R107 PRINCIPAL & RELATED FIELDS] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on (14)[R107 DATE ENT], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (15)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(16)\$[R110 PRINCIPAL]
Interest:	(17)\$[R110 INTEREST]
Total debt as of (18)[MM/DD/YY]:	(19)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the current rate of (20)[L109 Screen RATE] percent and a daily rate of (21)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 20XX, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> Use all dates that are not the same

## *FFELP Consolidation Loan – Variable Rate*

### **Preparing the FFELP Consolidation Loan (Variable Rate) Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note
7. Consolidation loan from = name of lender on promissory note (include City and State when listed)
8. Loan was disbursed for = DISB AMOUNT on the R107 screen
9. Loan was disbursed on = FSTDISBDT&LSTDISBDT date(s) on the R107 screen
10. Guaranteed by = name of guaranty agency on promissory note. Refer to Guaranty Agency List.
11. And credited = DISB AMOUNT minus PRINPDLENDER amount on the R107 screen
12. Defaulted on the obligation on = DEFTDTE date on the R107 screen
13. Guaranty agency paid a claim in the amount of = Review PRINCIPAL & related fields, e.g., DISB AMOUNT, PRINPDLENDER, INTPDLENDER, INTCAPBYGA, on the R107 screen.
14. And on = DATE ENT date on the R107 screen
15. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
16. Principal = Principal on the R110 screen
17. Interest = Interest on the R110 screen
18. Total debt as of date = as of date on the R110 screen
19. Total debt amount = ED balance on the R110 screen
20. Current rate = RATE on the L109 screen
21. Daily rate of = Principal times Factor (Interest/365.25)  
... through June 30, 200x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

*FISLP Loan*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON PNOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)\$[R105 Screen DISBAMT] on (10)[R105 DISBDTE], at (11)[R105 INT RATE = L109 Screen RATE] percent interest per annum. The loan obligation was guaranteed by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[R105 DISBAMT - UNPD PRIN] to the outstanding principal owed on the loan. The borrower defaulted on the obligation on (13)[R105 DEFTDTE], and the holder filed a claim on the loan guarantee. The loan was subsequently assigned to the Department on (14)[R105 DATE ENT]. The Department paid a claim in the amount of (15)\$[R105 PRINCIPAL + INTEREST, PENALTY, ADMIN & FEES] to the holder.

Since assignment of the loan, the Department has credited a total of (16)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal: (17)\$[R110 PRINCIPAL]  
Interest: (18)\$[R110 INTEREST]

Total debt as of (19)[MM/DD/YY]: (20)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (21)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

## *FISLP Loan*

### **Preparing the FISLP Loan Certificate of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
8. From = name of lender on promissory note(s) (include City and State when listed)
9. Loan was disbursed for = DISBAMT on the R105 screen.
10. Loan was disbursed on = DISBDTE date on the R105 screen.
11. Interest rate at = RATE on the L109 screen
12. And credited = DISBAMT minus UNPD PRIN amount on the R105 screen
13. Defaulted on the obligation on = DEFTDTE date on the R105 screen
14. Assigned to the Department on = DATE ENT date on the R105 screen
15. Department paid a claim in the amount of = PRINCIPAL plus INTEREST, PENALTY, ADMIN & FEES on the R105 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Rate of = Principal times Factor (Interest/365.25)

*NDSL/Perkins Loan*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE BORROWER SIGNED PNOTE], the borrower executed promissory note(s) to secure loan(s) of (7)\$[LIST EACH LOAN AMOUNT ON PNOTE] from (8)[NAME OF SCHOOL ON PNOTE] at (9)[PNOTE INTEREST RATE/R106 Screen INTRATE] percent interest per annum. The institution made the loan under the Federally-funded National Defense/Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa et seq. (34 C.F.R. Part 674). The institution demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (10)[R106 DEFTDTE]. Due to this default, the institution assigned all rights and title to the loan to the Department of Education.

After the institution credited all cancellations due and payments received, the borrower owed the school (11)\$[R106 PRINCIPAL] principal and (12)\$[R106 INTEREST] interest. This principal and interest, together with any unpaid charges, totaled (13)\$[R106 PRINCIPAL + INTEREST + PENALTY + ADMIN + FEES]. The loan was assigned to the Department on (14)[R106 DATE ENT].

Since assignment of the loan, the Department has credited a total of (15)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(16)\$[R110 PRINCIPAL]
Interest:	(17)\$[R110 INTEREST]
Total debt as of (18)[MM/DD/YY]:	(19)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (20)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

## *NDSL/Perkins Loan*

### **Preparing the NDSL/Perkins Loan Certificates of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower signed promissory note(s) (list all dates)
7. To secure loan(s) of = amount loaned on promissory note(s) (list each amount)
  - Number of signature dates should equal number of disbursement amounts
8. From = name of school on promissory note
9. Interest rate at = RATE on the promissory note/R106/L109 screen
10. Defaulted on the obligation on = DEFTDTE date on the R106 screen
11. Owed the school (principal) = PRINCIPAL amount on the R106 screen
12. And (interest) = INTEREST amount on the R106 screen
13. Principal and interest, together with any unpaid charges, totaled = PRINCIPAL + INTEREST + PENALTY + ADMIN + FEES on the R106 screen
14. Loan was assigned to the Department on = DATE ENT on the R106 screen
15. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
16. Principal = Principal on the R110 screen
17. Interest = Interest on the R110 screen
18. Total debt as of date = as of date on the R110 screen
19. Total debt amount = ED balance on the R110 screen
20. Rate of = Principal times Factor (Interest/365.25)



*Perkins Loan – Master Promissory Note*

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

John Doe (1)[L101 Screen ACCT NAME]  
aka: John Borrower  
123 Place Street (2)[ADDRESS]  
Los Angeles, CA 90044 (3)[CITY, STATE...]  
Account No. XXXXX6789 (4)[ACCT NO]

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from (5)[R110 Screen AS OF (MM/DD/YY)].

On or about (6)[DATE BORROWER SIGNED PNOTE], the borrower executed master promissory note(s) to secure loan(s)<sup>1</sup> (hereafter “loan”) from (7)[NAME OF SCHOOL ON PNOTE]. This loan was disbursed for (8)[R106 Screen LOANAMT] on (9)[R106 LADVDTE], at (10)[PNOTE INTEREST RATE/R106 INTRATE] percent interest per annum. The institution made the loan under the Federally-funded Perkins Student Loan Program authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa et seq. (34 C.F.R Part 674). The institution demanded payment according to the terms of the note, and the borrower defaulted on the obligation on (11)[R106 DEFTDTE]. Due to this default, the institution assigned all rights and title to the loan to the Department of Education.

After the institution credited all cancellations due and payments received, the borrower owed the school (12)\$[R106 PRINCIPAL] principal and (13)\$[R106 INTEREST] interest. This principal and interest, together with any unpaid charges, totaled (14)\$[R106 PRINCIPAL + INTEREST + PENALTY + ADMIN + FEES]. The loan was assigned to the Department on (15)[R106 DATE ENT].

Since assignment of the loan, the Department has credited a total of (16)\$[R103 Screen PMT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	(17)\$[R110 PRINCIPAL]
Interest:	(18)\$[R110 INTEREST]
Total debt as of (19)[MM/DD/YY]:	(20)\$[R110 ED BALANCE]

Interest accrues on the principal shown here at the rate of (21)\$[PRIN \* FACTOR (INT/365.25)] per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Loan Analyst  
Litigation Support

<sup>1</sup> To be used for loan(s) with master promissory note

*Perkins Loan - Master Promissory Note*

**Preparing the Perkins Loan – Master Promissory Note Certificates of Indebtedness (COI):**

1. Borrower's name on the L101 screen
2. Borrower's street address on the L101 screen
3. City, State and Zip code on the L101 screen
4. Borrower's account number on the L101 screen (also see promissory note). Exclude the letter "S" and replace the first five digits of the account number with "XXXXX."
5. Interest from date = R110 screen as of date
6. On or about date = date borrower executed master promissory note(s)
7. The borrower executed master promissory note(s) to secure loan(s) from = name of school on promissory note
8. Loan was disbursed for = LOANAMT on the R106 screen(s). List the earlier loan first, the later loan last.
9. Loan was disbursed on = LADVDTE date(s) on the R106 screen(s). List the dates in chronological order: earlier date first, later date last.
10. Rate of interest per annum = RATE on the promissory note/R106/L109 screen
11. Defaulted on the obligation on = DEFTDTE date on the R106 screen
12. Owed the school (principal) = PRINCIPAL amount on the R106 screen
13. And (interest) = INTEREST amount on the R106 screen
14. Principal and interest, together with any unpaid charges, totaled = PRINCIPAL + INTEREST + PENALTY + ADMIN + FEES on the R106 screen
15. Loan was assigned to the Department on = DATE ENT on the R106 screen
16. Department has credited a total of (payments) = PMT amount on the R103 Screen. Only the amount actually applied to the debt(s) should be included.
17. Principal = Principal on the R110 screen
18. Interest = Interest on the R110 screen
19. Total debt as of date = as of date on the R110 screen
20. Total debt amount = ED balance on the R110 screen
21. Rate of = Principal times Factor (Interest/365.25)

## **NDSL/FISL PAYMENTS PRIOR TO JUNE 1989**

### **Payments Applied to FISL**

If the first two digits on the “ORIG-B POSTCL” ON THE R103 begin with 48, 55, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, the payments were applied to FISL.

### **Payments Applied to NDSL**

If the first two digits on the “ORIG-B POSTCL” ON THE R103 begin with 27, 49, 60, 62, 64, 65, 68, 69, the payments were applied to NDSL.

## CLAIMS COLLECTION LITIGATION REPORT (CCLR)

1. Agency Claim No.:	2. Date:																		
<b>THE CLAIM AT A GLANCE</b>																			
3. To: <i>(Use Complete Address)</i> U.S. ATTORNEY	4. From: <i>(Use Complete Address)</i> U.S. DEPARTMENT OF EDUCATION LITIGATION UNIT, ROOM 8629 50 BEALE STREET SAN FRANCISCO, CA 94105-1813																		
5. Debtor's Name and Address:*																			
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>																			
<i>*(If a FORECLOSURE, insert address of property here so claim will be referred to USAO where property is located.)</i>																			
6. Debtor's SSN/EIN:	7. Default Date:																		
8. SOL Expiration Date: N/A	9. Basis for SOL Expiration Date: Section 484A of the Higher Education Act of 1965, as amended by section 3 of the Higher Education Technical Amendments of 1991 (Pub. L. 102-26) and section 1551 of the Higher Education Amendments of 1992 (Pub. L. 102-325) eliminated the SOL on student loans. 20 U.S.C. Sec. 1091a(a).																		
10. Referred for:	11. Amount of Claim: See COI # X of X																		
<input checked="" type="checkbox"/> Enforced Collection <input type="checkbox"/> Judgment Lien Only <input type="checkbox"/> Renew Judgment Lien Only <input type="checkbox"/> Renew Judgment Lien & Enforce Collection <input type="checkbox"/> Program Enhancement <input type="checkbox"/> Foreclosure Only <input type="checkbox"/> Foreclosure & Deficiency Judgment <input type="checkbox"/> Foreclosure & Deficiency Judgment <input type="checkbox"/> DOJ Concurrence for:  <input type="checkbox"/> Compromise (4 CFR 103) <input type="checkbox"/> Suspension (4 CFR 104) <input type="checkbox"/> Termination (4 CFR 104)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Total Principal Due</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 40%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>b. Total Interest Due</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">Through</td> <td></td> <td style="text-align: right;"><i>Month day year</i></td> </tr> <tr> <td>c. Total Administrative Charges Due</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>d. Total Penalty Charges Due</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>e. Total Amount of Claim</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	a. Total Principal Due	\$		b. Total Interest Due	\$		Through		<i>Month day year</i>	c. Total Administrative Charges Due	\$		d. Total Penalty Charges Due	\$		e. Total Amount of Claim	\$	
a. Total Principal Due	\$																		
b. Total Interest Due	\$																		
Through		<i>Month day year</i>																	
c. Total Administrative Charges Due	\$																		
d. Total Penalty Charges Due	\$																		
e. Total Amount of Claim	\$																		
10a. DEBTOR IN BANKRUPTCY Chapter: <input type="checkbox"/> 7 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13	12. Annual Rate of Interest																		
14. Basis of Claim:	13. Compromise Amount or %																		
<input checked="" type="checkbox"/> Claim evidenced by note, guaranty, or surety obligation; OR  <input type="checkbox"/> Claim not evidenced by note but by the following statute or regulation:	\$ <u>N/A</u> OR <u>75%</u> of the total amount of claim																		
<input checked="" type="checkbox"/> Claim evidenced by note, guaranty, or surety obligation; OR  <input type="checkbox"/> Claim not evidenced by note but by the following statute or regulation:	15. Agency Contact: Loan Analyst assigned to U.S. Attorney's District Phone No.: See Litigation Group Directory																		

Agency Claim No.:	
<b>THE INDIVIDUAL DEBTOR</b>	
16. Debtor's Full Name:	17. AKA:
18. Date of Birth:	19. Home Phone No. (Include Area Code):
20. Employer's Name & Address:	21. Debtor's Job Title:
	22. Work Phone No. (Include Area Code):
	23. Debtor's Salary: \$ <input type="checkbox"/> Gross <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Net <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Annually
24. Best place for Marshal to serve process by personal delivery (Do <u>NOT</u> give P.O. Box) <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other (Specify)	25. Name of person who verified above data, date verified, and how verified:
<b>THE COMPANY DEBTOR</b>	
NOTE: If this claim is to collect a debt owed by an entity other than an individual person, such as a company, partnership, corporation, etc., additional information will be required. In such cases, insert the data called for in blocks 2633 below and use CCLR Supplementary Data Sheets to furnish additional information, as appropriate.	
26. Debtor's Full Name: N/A	27. Debtor's Address: N/A
28. DBA N/A	29. Phone No. (Include Area Code): N/A
30. Type of Business N/A	31. Date & State of Incorporation: N/A

Agency Claim No.:	
32. Name, Address & Phone Number (Include Area Code) of Service Agent: N/A	33. Name of person who verified above company debtor, date, date verified, and how verified: N/A
<b>CO-DEBTOR(S)/GUARANTOR(S)/CO-SIGNER(S)</b>	
34. Full Name(s): N/A	35. SSN/EIN: N/A
36. AKA: N/A	37. Date of Birth: N/A
38. Home Address & Phone No. (Include Area Code): N/A	39. Employer's Name and Address: N/A
40. Work Phone No. (Include Area Code): N/A	43. Best place for Marshal to serve process by personal delivery (Do <b>NOT</b> give P.O. Box) <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other (Specify) N/A
41. Co-Debtor's Job Title: N/A	
42. Salary: \$ _____ N/A <input type="checkbox"/> Gross <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Net <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Annually	
44. Basis of Liability: N/A	45. Name of person who verified above data on co-debtor(s)/guarantor(s)/co-signer(s), date verified, and how verified: N/A

Agency Claim No.:

## FORECLOSURES

**NOTE:** If this claim is referred for foreclosure only or foreclosure and a deficiency judgment, the following additional data will be required. In such cases, insert the data called for in blocks 46-50 below and use CCLR Supplementary Data Sheets to furnish additional information, as appropriate.

46. Debtor's Address:

N/A

47. Mortgage Recording Information:

County N/A

Date of Recording N/A

Volume (Liber) N/A

Page Number (Folio) N/A

48. Property Occupancy: N/A

Debtor Resides on Property: Yes  No

Property Is Abandoned: Yes  No

Property occupied by tenant: Yes  No

49. If recovery of chattels is included in the foreclosure, list the chattels here and provide more detailed information on the CCLR Supplementary Data Sheet:

N/A

50. List other Federal liens against property: N/A

## DEBTOR'S ABILITY TO PAY

51. The debtor/co-debtor owns (or is buying) the following real estate or other property (cars, boats, etc.):

52. Assets in which the Government has a secured interest: N/A

53. Other Assets: (savings/checking accounts, provide bank and/or credit union name(s) and address(es) and account number(s); deceased debtor's estate, provide administrator/executor information; other sources of income): N/A

Agency Claim No.:			
<b>AGENCY CLAIM HISTORY</b>			
<p>54. Date of last demand for payment to debtor and summary of debtor's response:</p> <p>FINAL DEMAND LETTER: ____ / ____ / ____</p> <p>_____</p> <p>_____</p>	<p>55. Details of any compromise or settlement offers made by, or to, the debtor and any responses thereto:</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>56. Summary of collection actions taken by agency: Letter series sent: Demand for payment of monies owed. Follow-up on possible payment arrangements. Several attempts made to resolve account.</p>			
<b>ADDITIONAL INFORMATION</b>			
<p>57. For HHS loans: Medical or other professional association locator data:</p> <p style="text-align: center;">N/A</p>	<p>58. Additional agency comments:</p> <p style="text-align: center;">N/A</p>		
<p>59. AGENCY CHECK LIST: CCLR package must contain:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><b>IN GENERAL:</b></p> <p><input checked="" type="checkbox"/> Certificate of Indebtedness</p> <p><input checked="" type="checkbox"/> CCLR</p> <p><input checked="" type="checkbox"/> Credit Report</p> <p><input checked="" type="checkbox"/> Payment History, if Any</p> <p><input checked="" type="checkbox"/> Promissory Note or Other Evidence of Debt, including Assignment, If Any</p> <p><input checked="" type="checkbox"/> Summary of Collection Actions Taken by Agency</p> <p><b>DEBTOR IN BANKRUPTCY:</b></p> <p><input type="checkbox"/> Proof of Claim, or Copy Thereof, Attached</p> </td> <td style="vertical-align: top;"> <p><b>FOR FORECLOSURES: <u>N/A</u></b></p> <p><input type="checkbox"/> CCLR</p> <p><input type="checkbox"/> Credit Report</p> <p><input type="checkbox"/> Original Promissory Note</p> <p><input type="checkbox"/> Original Real Estate Mortgage</p> <p><input type="checkbox"/> Original Statement of Account/Affidavit of Amount Due</p> <p><input type="checkbox"/> Title Evidence, If Available</p> <p><input type="checkbox"/> Directions to Property If No Street Address Available</p> <p><input type="checkbox"/> Chattel Lien Searches if Chattels Involved</p> </td> </tr> </table>		<p><b>IN GENERAL:</b></p> <p><input checked="" type="checkbox"/> Certificate of Indebtedness</p> <p><input checked="" type="checkbox"/> CCLR</p> <p><input checked="" type="checkbox"/> Credit Report</p> <p><input checked="" type="checkbox"/> Payment History, if Any</p> <p><input checked="" type="checkbox"/> Promissory Note or Other Evidence of Debt, including Assignment, If Any</p> <p><input checked="" type="checkbox"/> Summary of Collection Actions Taken by Agency</p> <p><b>DEBTOR IN BANKRUPTCY:</b></p> <p><input type="checkbox"/> Proof of Claim, or Copy Thereof, Attached</p>	<p><b>FOR FORECLOSURES: <u>N/A</u></b></p> <p><input type="checkbox"/> CCLR</p> <p><input type="checkbox"/> Credit Report</p> <p><input type="checkbox"/> Original Promissory Note</p> <p><input type="checkbox"/> Original Real Estate Mortgage</p> <p><input type="checkbox"/> Original Statement of Account/Affidavit of Amount Due</p> <p><input type="checkbox"/> Title Evidence, If Available</p> <p><input type="checkbox"/> Directions to Property If No Street Address Available</p> <p><input type="checkbox"/> Chattel Lien Searches if Chattels Involved</p>
<p><b>IN GENERAL:</b></p> <p><input checked="" type="checkbox"/> Certificate of Indebtedness</p> <p><input checked="" type="checkbox"/> CCLR</p> <p><input checked="" type="checkbox"/> Credit Report</p> <p><input checked="" type="checkbox"/> Payment History, if Any</p> <p><input checked="" type="checkbox"/> Promissory Note or Other Evidence of Debt, including Assignment, If Any</p> <p><input checked="" type="checkbox"/> Summary of Collection Actions Taken by Agency</p> <p><b>DEBTOR IN BANKRUPTCY:</b></p> <p><input type="checkbox"/> Proof of Claim, or Copy Thereof, Attached</p>	<p><b>FOR FORECLOSURES: <u>N/A</u></b></p> <p><input type="checkbox"/> CCLR</p> <p><input type="checkbox"/> Credit Report</p> <p><input type="checkbox"/> Original Promissory Note</p> <p><input type="checkbox"/> Original Real Estate Mortgage</p> <p><input type="checkbox"/> Original Statement of Account/Affidavit of Amount Due</p> <p><input type="checkbox"/> Title Evidence, If Available</p> <p><input type="checkbox"/> Directions to Property If No Street Address Available</p> <p><input type="checkbox"/> Chattel Lien Searches if Chattels Involved</p>		



Agency Claim No.:

## CCLR SUPPLEMENTARY DATA SHEET

Use this sheet to provide any additional information which might help locate those from whom the claim might be collected and any assets which might be available to satisfy a judgment in favor of the United States. Please indicate the number(s) of the block(s) on the CCLR which any additional data is intended to supplement.

Agency Claim No.:

**ACKNOWLEDGMENT FORM**

.....(FOLD HERE).....

**DOJ/USAO ACKNOWLEDGMENT TO AGENCY**

60. Debtor's Full Name:

61. Agency Claim Number:

62. DOJ/USAO Number:

63. Received by DOJ/USAO on:

64. Received at DOJ/USAO by:

65. Questions?

Contact:

*(Print Name & Phone Number (Include Area Code) of DOJ/USAO Contact)*

.....(FOLD HERE).....

66.

67.

U.S. DEPARTMENT OF EDUCATION  
LITIGATION UNIT, ROOM 8629  
50 BEALE STREET  
SAN FRANCISCO, CA 94105-1813

## ***PREPARING THE CLAIMS COLLECTION LITIGATION REPORT (CCLR)<sup>1</sup>***

1. Agency Claim No.: ACCT NO. from L101 screen—excluding the letter “S”
2. Date: the date the System screens are printed
3. To: U.S. Attorney—complete physical address from the Financial Litigation Unit (FLU) Directory.
  - Include the name of the U.S. Attorney’s district. Examples: a) AL/MD is Middle District of Alabama; b) ND/AL is Northern District of Alabama; c) SD/AL is Southern District of Alabama; d) AZ is District of Arizona; e) AR/ED is Eastern District of Arkansas; f) AR/WD is Western District of Arkansas; g) CA/CD is Central District of California
4. From: Litigation Unit address:

U.S. Department of Education  
Litigation Unit, Room 8629  
50 Beale Street  
San Francisco, CA 94105-1813
5. Debtor's Name and Address: Name and Address from L101 screen—no P.O. Box unless debtor resides in small rural area.
6. Debtor's SSN/EIN: ACCT NO. from L101 screen
7. Default Date: DEFTDTE from R105/6/7/16 screen(s)
8. SOL Expiration Date: (N/A)
9. Basis for SOL Expiration Date: Section 484A of the Higher Education Act of 1965, as amended by section 3 of the Higher Education Technical Amendments of 1991 (Pub. L. 102-26) and section 1551 of the Higher Education Amendments of 1992 (Pub. L. 102-325) eliminated the SOL on student loans. 20 U.S.C. Sec. 1091a(a).
10. Referred for: Place an X in front of "Enforced Collection."
11. Amount of Claim: Make a reference to COI, e.g., see COI #1 of 2.
  - a. Total Principal Due: Principal from R110 screen
  - b. Total Interest Due: Interest from R110 screen  
Through: AS OF (MM/DD/YY) DATE from R110 screen
  - c. Total Administrative Charges Due: ADMIN + FEES from R110 screen
  - d. Total Penalty Charges Due: PENALTY amount from R110 screen
  - e. Total amount of Claim: ED BALANCE from R110 screen
12. Annual Rate of Interest: RATE from L109 screen

<sup>1</sup> Prepare one CCLR page 1 for an account with loans that has same interest rate. For an account with loans that has different interest rates, prepare separate CCLR page 1.

13. Compromise Amount or %: \$N/A OR 75% of the total amount of claim.
14. Basis of Claim: (place an X in front of "Claim evidenced by note ...")
15. Agency Contact: Loan Analyst assigned to U.S. Attorney's District. See Litigation Group Directory
16. Debtor's Full Name: ACCT NAME from L101 screen
17. AKA: Any name used on the promissory note, or N/A
18. Date of Birth: BIRTHDATE from L101 screen
19. Home Phone No.: Phone from L101 screen or Unknown
20. Employer's Name and Address: Employer information or Unknown
21. Debtor's Job Title: Job Title or Unknown
22. Work Phone No.: Work Phone No. or Unknown
23. Debtor's Salary: Salary or Unknown
24. Best Place for Marshal to Serve ...: Place an X in front of home, or in front of work—if rural POB
25. Name of Person Who Verified Data ...: Name of collection agency employee who verified data, date it was verified, and how it was verified—phone, correspondence, etc.
26. Blocks 26-50 are N/A
51. The debtor/co-debtor owns (or is buying) the following real estate or other property (cars, boats, etc.): Real estate verified through credit bureau report, tax assessor, etc. Include this information whenever known and verified. List the property address, value, county it is located in, and how it was verified. Indicate response as "Unable to locate assets" accordingly.
52. N/A
53. N/A
54. Date of last demand for payment ...: The date the final demand letter was sent and a summary of debtor's response, or no response.
55. Details of any compromise or settlement offers ...: Indicate response as "No response" accordingly.

56. Summary of collection action taken by agency: Summary of contacts made and efforts to collect.

57. N/A

58. N/A

59. Agency Check List: Place an X in front of everything under the column titled "IN GENERAL."

CCLR Supplementary Data Sheet - please input any account information that will assist the U.S. Attorneys (collection history not noted elsewhere, bankruptcy info, resolution of disputes explained ...etc).

60. Debtor's full name: ACCT NAME from L101 screen

61. Agency Claim Number: ACCT NO. from L101 screen

62. Boxes 62-66 leave blank

67. Insert Litigation Unit address from Block 4

## **GUARANTY AGENCY LIST**

NOTE: Some agencies are now closed, but we still hold loans they guaranteed. This list is for determining what to list on the Certificate of Indebtedness. Your checkpoints should be the promissory note and the R107 screen.

This section lists the names, addresses, and other identifying information of the guaranty agencies. The address may be used to contact guaranty agencies to resolve discrepancies in backup data. However, do not use this address if a guaranty agency has provided you with a different address or addressee.

Each agency is listed in alphabetical order by the name of the state in which it is the primary guarantor. The three-digit guaranty agency code listed in parentheses for each agency is the coding system used by the Department to identify each guaranty agency.

The Higher Education Assistance Foundation (HEAF) ceased operations on December 31, 1993. In preparation for the closing, HEAF transferred its remaining guarantees on loans not in default to other guaranty agencies. Affected lenders were notified of the guaranty agency now holding their student loan guarantees which were originally issued by HEAF. The new guaranty agency will be reported on the back-up data. The Department possesses the records on defaulted loans on which HEAF paid default claims to lenders. The Educational Credit Management Corporation (ECMC), (formerly the Transitional Guaranty Agency (TGA)), processes records relating to a small number of loans guaranteed by HEAF that were not transferred to other agencies and for loans guaranteed by HEAF that were paid as or subsequently became Chapter 13 bankruptcy claims. ECMC also holds and services Chapter 13 default bankruptcies for numerous guaranty agencies that, on a voluntary basis, transfer these portfolios to ECMC.

The Puerto Rico Higher Education Assistance Corporation (PRHEAC) ceased operations on April 15, 1994 and all guarantees were transferred to the Great Lakes Higher Education Corporation (GLHEC). GLHEC will hold all defaulted loans and related records previously held by PRHEAC. NOTE: If your organization is correcting its default rates based on erroneous data, the possible errors must be identified to Great Lakes.

The Mississippi Guaranty Student Loan Agency (MGSLA) ceased operations on September 30, 1994 and all guarantees were transferred to the United Student Aid Funds, Inc. (USAF). USAF will hold all defaulted loans and related records previously held by MGSLA. NOTE: If your organization is correcting its default rates based on erroneous data, the possible errors must be identified to USAF.

The Student Loan Fund of Idaho, Inc. (SLFI) has been replaced (July 1, 1994) by the Northwest Education Loan Association (NELA) as the designated guarantor. However, SLFI has not yet transferred defaulted loans and related records to NELA. NOTE: If your organization is correcting its default rates based on erroneous data, the possible errors must be identified to SLFI.

The Delaware Higher Education Loan Program (DHELP) ceased guarantor operations on April 24, 1996 and all guarantees were transferred to Pennsylvania Higher Education Assistance Agency (PHEAA). PHEAA will hold all defaulted loans and related records previously held by DHELP. NOTE: If your organization is challenging its default rate based on erroneous data, you must notify PHEAA of the possible errors.

The State Education Assistance Authority (SEAA) in Virginia has been replaced (July 1, 1996) by the Educational Credit Management Corporation (ECMC) as the designated guarantor. NOTE: If your organization is challenging its default rate based on erroneous date, you must notify ECMC of the possible errors.

The Ohio Student Aid Commission (OSAC) ceased guarantor operations effective August 1, 1996 and all guarantees were transferred to Great Lakes Higher Education Corporation (GLHEC). GLHEC will hold all defaulted loans and related records previously held by OSAC. NOTE: If your organization is challenging its default rate based on erroneous data, you must notify GLHEC of the possible errors.

The Alabama Commission of Higher Education (ACHE) ceased operations in December 1996 and all guarantees have been transferred to Kentucky Higher Education Assistance Authority (KHEAA) as of June 1996. KHEAA will hold all defaulted loans and related records previously held by ACHE. NOTE: If your organization is challenging its default rate based on erroneous data, you must notify KHEAA of the possible errors.

NORTHSTAR Guarantee Incorporated ceased operations in December 1997 and all guarantees were transferred to Great Lakes Higher Education Corporation (GLHEC). GLHEC holds all defaulted loans and related records previously held by Northstar. NOTE: If your organization is challenging its default rate based on erroneous data, you must notify GLHEC of the possible errors.

**Alabama, AL (701)**

Alabama Commission on Higher Education (Closed)

SEE Kentucky

**Alaska, AK (702)**

SEE United Student Aid Funds, Inc.

**Arizona, AZ (804)**

SEE United Student Aid Funds, Inc.

**Arkansas, AR (705)**

Student Loan Guarantee Foundation of Arkansas  
219 South Victory  
Little Rock, AR 72201-1884  
(501) 372-1491

**California, CA (706)**

California Student Aid Commission/Edfund  
P.O. Box 419045  
Rancho Cordova, CA 95741-9045  
(916) 526-7900

**Colorado, CO (708)**

Colorado Student Loan Program  
One Denver Place  
999 18th Street, Suite 425  
Denver, CO 80202-2440  
(303) 294-5050

**Connecticut, CT (709)**

Connecticut Student Loan Foundation  
525 Brook Street, P. O. Box 1009  
Rocky Hill, CT 06067  
(860) 257-4001

**Delaware, DE (710)**

SEE Pennsylvania

**District of Columbia, DC (611)**

Higher Education Assistance Foundation (Closed)

See Massachusetts

**Educational Credit Management Corporation (ECMC) (927)  
(Formerly the Transitional Guaranty Agency (TGA))**

American National Bank Building  
101 East 5th Street, Suite 2400  
St. Paul, MN 55101  
(612) 221-0566

**Florida, FL (712)**

State of Florida, Department of Education  
Office of Student Financial Assistance  
1344 Florida Education Center  
325 West Gain Street  
Tallahassee, FL 32399  
(850) 488-4095



**Georgia, GA (713)**

Georgia Higher Education Assistance Corporation  
2082 East Exchange Place, Suite 200  
Tucker, GA 30084  
(770) 414-3000

**Hawaii, HI (815)**

SEE United Student Aid Funds, Inc.

**Idaho, ID (716)**

Student Loan Fund of Idaho, Inc.  
P. O. Box 730  
Fruitland, ID 83619  
(208) 452-4058

**Illinois, IL (717)**

Illinois Student Assistance Commission  
1755 Lake Cook Road  
Deerfield, IL 60015  
(847) 948-8500

**Indiana, IN (718)**

SEE United Student Aid Funds, Inc.

**Iowa, IA (719)**

Iowa College Student Aid Commission  
200 10th Street  
Fourth Floor  
Des Moines, IA 50309-3609  
(515) 281-3501

**Kansas, KS (620)**

SEE United Student Aid Funds, Inc.

**Kentucky, KY (721)**

Kentucky Higher Education Assistance Authority  
1050 U.S. 127 South  
Suite 102  
Frankfort, KY 40601-4323  
(502) 696-7200

**Louisiana, LA (722)**

Louisiana Office of Student Financial Assistance  
P. O. Box 91202  
Baton Rouge, LA 70821-9202  
(504) 922-1012

**Maine, ME (723)**

Maine Education Assistance Division  
Finance Authority of Maine  
#119 State House Station  
One Weston Court  
Augusta, ME 04333  
(207) 623-3263

**Maryland, MD (724)**

SEE United Student Aid Funds, Inc.

**Massachusetts, MA (725)**

American Student Assistance  
330 Stuart Street, Berkeley Place  
Boston, MA 02116-5292  
(800) 999-9080

**Michigan, MI (726)**

Michigan Higher Education Assistance Authority  
P. O. Box 30047  
Lansing, MI 48909  
(800) 642-5626

**Minnesota, MN (727)**

SEE Wisconsin

**Mississippi, MS (728)**

SEE United Student Aid Funds, Inc.

**Missouri, MO (729)**

Coordinating Board for Higher Education  
3515 Amazons Drive  
Jefferson City, MO 65109-5717  
(573) 751-2361

**Montana, MT (730)**

Montana Guaranteed Student Loan Program  
2500 Broadway  
Helena, MT 59620-3101  
(406) 444-6594

**Nebraska, NE (731)**

Nebraska Student Loan Program  
1300 O Street  
P.O. Box 82507  
Lincoln, NE 68501-2507  
(402) 475-8686

**Nevada, NV (732)**

SEE United Student Aid Funds, Inc.

**New Hampshire, NH (733)**

New Hampshire Higher Education Assistance Foundation  
44 Warren Street  
P. O. Box 877  
Concord, NH 03302-0877  
(603) 225-6612

**New Jersey, NJ (734)**

New Jersey Higher Education Assistance Authority  
Guaranteed Student Loan Program  
4 Quakerbridge Plaza  
P.O. Box 540  
Trenton, NJ 08625-0540  
(800) 792-8670

**New Mexico, NM (735)**

New Mexico Student Loan Guarantee Corporation  
3900 Osuna, N.E.  
P.O. Box 92230  
Albuquerque, NM 87199-2230  
(505) 345-3371

**New York, NY (736)**

New York State Higher Education Services Corporation  
99 Washington Avenue, Twin Towers  
Albany, NY 12255  
(518) 473-7087

**North Carolina, NC (737)**

North Carolina State Education Assistance Authority  
P.O. Box 2688  
Chapel Hill, NC 27515-2688  
(919) 549-8614

**North Dakota, ND (738)**

Student Loans of North Dakota  
North Dakota Guaranteed Student Loan Program  
P. O. Box 5524  
Bismarck, ND 58506-5524  
(701) 328-5754

**Ohio, OH (739)**

SEE Wisconsin

**Oklahoma, OK (740)**

Oklahoma State Regents for Higher Education  
Guaranteed Student Loan Program  
P. O. Box 3000  
Oklahoma City, OK 73101-3000  
(405) 858-4300

**Oregon, OR (741)**

Oregon State Scholarship Commission  
1500 Valley River Drive  
Suite 100  
Eugene, OR 97401  
(541) 687-7400

**Pennsylvania, PA (742)**

Pennsylvania Higher Education Assistance Agency  
1200 N. 7th Street  
Towne House  
Harrisburg, PA 17102-1444  
(717) 720-2850

**Puerto Rico, PR (772)**

SEE Wisconsin

**Rhode Island, RI (744)**

Rhode Island Higher Education Assistance Authority  
560 Jefferson Boulevard  
Warwick, RI 02886-1320  
(401) 736-1100

**South Carolina, SC (745)**

South Carolina State Education Assistance Authority  
Interstate Center  
Suite 210  
P. O. Box 210219  
Columbia, SC 29221  
(803) 798-0916

**South Dakota, SD (746)**

Education Assistance Corporation  
115 First Avenue, S.W.  
Aberdeen, SD 57401  
(605) 225-6423

**Tennessee, TN (747)**

Tennessee Student Assistance Corporation  
Parkway Towers, Suite 1950  
404 James Robertson Parkway  
Nashville, TN 37243-0820  
(615) 741-1346

**Texas, TX (748)**

Texas Guaranteed Student Loan Corporation  
P.O. Box 201725  
Austin, TX 78720  
(512) 219-5700

**Transitional Guaranty Agency (927)**

SEE Educational Credit Management Corporation

**United Student Aid Funds, Inc. (USAF) (800)**

United Student Aid Funds, Inc.  
P.O. Box 6180  
Indianapolis, IN 46206-6180  
(317) 849-6510

**Utah, UT (749)**

Utah Higher Education Assistance Authority  
355 West North Temple  
#3 Triad Center, Suite 550  
Salt Lake City, UT 84180-1025  
(801) 321-7200

**Vermont, VT (750)**

Vermont Student Assistance Corporation  
P. O. Box 2000, Champlain Mill  
Winooski, VT 05404-2601  
(802) 655-9602

**Virgin Islands, VI (778)**

SEE Wisconsin

**Virginia, VA (751)**

SEE Educational Credit Management Corporation

**Washington, WA (753)**

Northwest Education Loan Association  
500 Coleman Building  
811 First Avenue  
Seattle, WA 98104  
(206) 461-5300

**West Virginia, WV (654)**

SEE Pennsylvania

**Wisconsin, WI (755)**

Great Lakes Higher Education Corporation  
P.O. Box 7858  
Madison, WI 53707  
(608) 246-1800

**Wyoming, WY (656)**

SEE United Student Aid Funds, Inc.

## **Quality Control at Private Collection Agencies**

Check for any errors and correct before submitting to Litigation Unit.

The Collection Agency Quality Control person should sign the Cover Sheets (upper left corner) verifying that the referral has been reviewed for accuracy.

### EXAMPLES:

1. Each litigation package, without holes punched, must be contained in a folder, without fastener: Manila File Folder, Top Tabs, 1/3 Cut, 1<sup>st</sup> Position, Letter Size. Label the folder with the debtor's name and/or account number.
2. Review cover sheet to ensure DOJ location code is correct.
3. Review Certificates of Indebtedness. All COI(s) must be error free and reflect data as contained in the printouts provided. COI(s) must be original and numbered. For example, Certificate of Indebtedness #1 of 1. Different interest rates require separate COI(s) and a CCLR page 1.
4. Do not prepare separate COI(s) for an account that has same type of loans, with same interest rates, from same guarantor, unless directed otherwise.
5. Prepare one CCLR page 1 for an account with loans that has same interest rate. For an account with loans that has different interest rates, prepare separate CCLR page 1.
6. Review the CCLR for accuracy—handwritten corrections are permissible on CCLR only. Ensure all requested responses are provided. COI and CCLR should list all aka(s), as identified on the promissory notes.
7. Review CBR for open bankruptcy or possible student loan judgment.
8. Review computer screens, e.g., L102, L108, R106, R107, R111, R116, for prior judgment and/or DOJ assignment.
9. Review L102 screen to verify that all disputes are settled. If the borrower was sent application (disability, closed school, unpaid refund, etc.) to request for discharge of the loan(s) and has not completed it, within 90 days, then it is OK to refer for litigation. Descriptions of this activity need to be on the CCLR Supplementary Sheet, if not elsewhere in the referral, such as on the L102. Copy of all documents pertinent to the dispute need to be included in the referral package.
10. Review ED's database to assure payments have not posted within 60 days and the account is not paid-in-full/settled-in-full.
11. Ensure that all Education criteria have been met.



## **REMINDERS**

- Incoming referrals will be reviewed for accuracy and completeness by Litigation Unit staff, and if the same mistake is made more than twice, the entire batch will be returned to the agency for QC.
- Failure to provide adequate and correct information will result in the rejection of the referral.
- Referrals with missing promissory notes cannot be litigated, and the front and back of all promissory notes must be provided.
- Do not submit fronts of promissory notes with backs from different promissory notes. This is not acceptable. If the back cannot be obtained, the account should not be referred for litigation.
- The “aka” should be any name used on the promissory note only.
- Do not use a P.O. Box address—unless debtor resides in small rural area—on the COI.
- Accounts returned by DOJ, for any reasons, are not to be referred to DOJ again (check L102).
- All Application/Promissory Notes must be fully legible, both front and back, with no information cutoff and/or pages missing. Indemnifications in lieu of Promissory Notes are not acceptable for litigation.
- During the months of late June and early July of each year, do not prepare a variable interest rate COI (do not submit the litigation package) until the new rate is updated in system—see L108 screen.
- The instructions in this manual are subject to change at any time. Changes are needed to facilitate collection via litigation

## **TREASURY OFFSET PROGRAM**

Litigation Support Staff - Please decertify the account from Treasury Offset Program via I100 screen once it is approved for litigation.

## **ADMINISTRATIVE ISSUES**

Please provide us the email address of the representative(s) of your agency, as well as your agency’s physical address to return litigation packages back to you.

Thank you.

**LITIGATION GROUP DIRECTORY**

U.S. DEPARTMENT OF EDUCATION  
LITIGATION SUPPORT, RM 8629  
50 BEALE STREET  
SAN FRANCISCO, CA 94105-1813  
FAX (415) 486-5673

**LYNDA FAATALALE**

Loan Analyst  
(415) 486-5644

[Lynda.Faatalale@ed.gov](mailto:Lynda.Faatalale@ed.gov)

**ALBERTO FRANCISCO**

Senior Loan Analyst  
(415) 486-5646

[Alberto.Francisco@ed.gov](mailto:Alberto.Francisco@ed.gov)

**DELFIN M. REYES**

Loan Analyst  
(415) 486-5661

[Delfin.Reyes@ed.gov](mailto:Delfin.Reyes@ed.gov)

**States/U. S. Attorneys'**

**Districts:** Alaska,  
Arizona, California,  
Colorado, Connecticut,  
Hawaii, Idaho, Maryland,  
Michigan, Montana,  
Nevada, New Mexico,  
Oregon, Rhode Island,  
Utah, West Virginia,  
Washington, D.C,  
Washington State,  
Wyoming

**States/U. S. Attorneys'**

**Districts:** Florida, Illinois,  
Indiana, Iowa, Kansas,  
Maine, Minnesota,  
Missouri, New Hampshire,  
New Jersey, Nebraska,  
New York, North Dakota,  
South Dakota, Vermont,  
Virgin Islands, Wisconsin

**States/U. S. Attorneys'**

**Districts:** Alabama,  
Arkansas, Delaware,  
Georgia, Guam, Kentucky,  
Louisiana, Massachusetts,  
Mississippi, North Carolina,  
Ohio, Oklahoma,  
Pennsylvania, Puerto Rico,  
South Carolina,  
Tennessee, Texas, Virginia