

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE**

In Re: Ann Sexton )  
f/k/a Ann Casler )  
{Debtor} )  
Ann Sexton )  
 )  
v. )  
 )  
National Collegiate Trust )

Case Number: 14-11647-JMD  
Chapter 13

**RESPONSE OF NATIONAL COLLEGIATE TRUST TO DEBTOR'S OMNIBUS  
OBJECTION TO CLAIMS NUMBERED 6 THROUGH 16**

Now comes National Collegiate Trust (hereinafter "NCT") and by extension National Collegiate Loan Trust 2006-3, National Collegiate Loan Trust 2005-2, National Collegiate Loan Trust 2005-1, National Collegiate Loan Trust 2007-3, National Collegiate Loan Trust 2006-2, National Collegiate Loan Trust 2006-1, National Collegiate Loan Trust 2006-4, National Collegiate Loan Trust 2005-2, National Collegiate Loan Trust 2004-2, National Collegiate Loan Trust 2005-3 by and through its Attorneys Craig Deachman & Amann, PLLC and hereby submits its Response to Debtors Omnibus Objection to all claims (claims 6 through 16) and in support thereof states as follows:

1. Paragraph 1 is a denied.
2. Paragraph 2 contains compounded facts and therefore is denied.
3. Paragraph 3 is admitted and by further answer states that the original Proof of Claims (6 through 16) as filed have been amended as of December 8, 2014 and are listed as 6-2 through 14-2 respectively and with regard to claims 15 and 16, said claims were previously amended and the most current versions of the said claims are set out in 15-3 and 16-3 respectively.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is admitted
7. Paragraph 7 is admitted in part that the Debtor is a naturally person, and is without sufficient and timely information to know Debtors current residence.

8. Paragraph 8 is admitted “National Collegiate Trust” is listed as the creditor as Debtor indicates the individual loans are held by distinct trusts that are set out in the corresponding documentation, to clarify this issue, all claims 6 through 16 will be amended so that the creditor on the Proof of Claim form is reflective of the specific trust holding the loan as indicated in the supporting documentation of the Claims as filed to date.
9. Paragraph 9 is admitted.
10. Paragraph 10 is denied, upon receipt of Debtors omnibus objection, the Claims 6 through 16 were amended to include the Schedule 2, regrettably out of order. For convenience purposes, all of the Schedule 2’s have been attached to this response as Exhibit A. However, in reference to the individual claims they can be found as follows:

Claim 6-2 filed on 12/08/14 Schedule 2 is page 21.  
Claim 7-2 filed on 12/08/14 Schedule 2 is page 27.  
Claim 8-2 filed on 12/08/14 Schedule 2 is page 20.  
Claim 9-2 filed on 12/08/14 Schedule 2 is page 20.  
Claim 10-2 filed on 12/08/14 Schedule 2 is page 24.  
Claim 11-2 filed on 12/08/14 Schedule 2 is page 21.  
Claim 12-2 filed on 12/08/14 Schedule 2 is page 24.  
Claim 13-2 filed on 12/08/14 Schedule 2 is page 20.  
Claim 14-2 filed on 12/08/14 Schedule 2 is page 25.  
Claim 15-3 filed on 12/08/14 Schedule 2 is page 22.  
Claim 16-3 filed on 12/08/14 Schedule 2 is page 25.

11. Paragraph 11 is admitted in part to the extent that NCT is connected to First Marblehead Bank and acts as the manager of the individual Trusts holding the Debtor loans and takes umbrage with counsels characterization as a “shell game” the fact remains, the Debtor borrowed money and she has not alleged that these obligations are dischargeable and therefore must be held accountable to repay the obligations incurred.
12. Paragraph 12 is admitted to the extent that it quotes general bankruptcy code provisions.
13. Paragraph 13 is admitted to the extent that it quotes general bankruptcy code provisions and listed cases and by way of further answer, restates the response in paragraph 8 above that as NCT was the overall manager of the Trusts, Claims 6 through 16 will be amended so that the creditor on the Proof of Claim form is reflective of the specific trust holding the loan as so indicated in the supporting documentation of the Claims as filed to date.

14. Paragraph 14 is denied and by further answer follows the responses set out in Paragraph 8 and 13, above.
15. Paragraph 15 is admitted to the extent that such statements occurred in another case unrelated to this Debtor and in another jurisdiction and denies that such statements have a bearing on this case and this Court can assess the information filed in support of the subject Proofs of Claim and reach its own determination.
16. Paragraph 16 is denied and by further answer follows the responses set out in Paragraph 8 and 13, above.
17. Paragraph 17 is denied and by way of further answer, each proof of claim as originally filed has been amended to address this allegation and/or each Claim was accompanied by a statement indicating that the servicer Transworld Systems, Inc. was authorized to file the individual claims and by further answer follows the responses set out in Paragraph 8 and 13, above.
18. Paragraph 18 is admitted in part, by way of further answer Charter One Bank and or RBS Citizens NA as successor to Charter One Bank transferred the underlying loans to National Collegiate Funding, LLC and thereafter National Collegiate Funding, LLC transferred these loans to an individual National Collegiate Student Loan Trust as set out in the balance of Paragraph 18 of Debtors motion. With regard to Claim 9-1 it has been amended as of 12/08/2014 at claim 9-2 to include the Deposit and Sale Agreement reflecting that National Collegiate Loan Trust 2007-3 is the holder.
19. Paragraph 19 is denied and there is little to support a “blog” as supportive of any of the Debtors allegations and by way of further answer states that such blogs are unquestionably self-serving.
20. Paragraph 20 is admitted in part in that the Pool Supplements transferred the loans to National Collegiate Funding, LLC and then said loans were transferred to the individual trusts.
21. Paragraph 21 is admitted in part that the Pool Supplement section as quoted is a general reflection of all the Pool Supplements of Claim 6 through 16 and as amended.
22. Paragraph 22 is admitted and by further answer states that claims 6 through 16 have been amended to include Schedule 2 in Exhibit A attached hereto and as referenced in the individual loans as set out in Paragraph 10 above.

23. Paragraph 23 is denied, pursuant to the amended Proof of Claims 6 through 16 now include the Schedule 2 and as included in Exhibit A to this response and referenced in Paragraph 10 above. By way of further answer each Schedule 2 references Debtors social security number (last four (4) digits).
24. Paragraph 24 is denied by way of further answer states, what occurred in another case unrelated to this Debtor and in another jurisdiction is not determinative of what occurred in the instant matter, furthermore the Schedule 2's have been filed in the respective amended proof of claims and this Court can assess the information filed in support of the subject Proofs of Claim and reach its own conclusion.
25. Paragraph 25 is denied and generally references the answers as set forth above regarding the Schedule 2 issue.
26. Paragraph 26 is denied, attached to each proof of claim is a document called Deposit and Sale Agreement in which National Collegiate Funder, LLC sold the underlying loan to an individual trust and the appropriate Schedule 2 for each loan reflects the Trust that was the ultimate holder of same.
27. Paragraph 27 is denied.
28. Paragraph 28 is denied, the supporting documentation is clear that the Debtor originated these loans by executing the Non-Negotiable Credit Agreement, and as reflected in the Note Disclosure statement, each loan was then transferred from the originator (Charter One Bank) to National Collegiate Funding, LLC, and thereafter sold to an individual National Collegiate Loan Trust. All Proof of Claims will be amended so that the statutory forms reflect the individual Trust as the creditor.
29. Paragraph 29 is admitted but by way of further answer states that attached as Exhibits B through L to this response are the complete Non-Negotiable Credit Agreements that will be attached to the amended Proofs of Claim.
30. Paragraph 30 is admitted but by way of further answer states that attached Exhibits M through W to this response are the account histories showing interest, fees and expenses incurred that will be attached to the amended Proofs of Claim.
31. Paragraph 31 is denied
32. Paragraph 32 can neither be admitted nor denied.

33. Respondent reserves the right to amend this Response as additional facts, discovery or other evidence may be revealed pertinent to these allegations.

WHEREFORE, it is requested that this Court:

- A. Deny the Debtor's Omnibus Objection to Claims 6 through 16 in its entirety; and,
- B. Deny each of the Debtors prayers for relief lettered A through K corresponding to Claims 6 through 16; and,
- C. Deny Debtor's request for attorney's fees under New Hampshire State Statute; and,
- D. Uphold each of the Proofs of Claim, 6 through 16 and as amended thereto in the aggregate total of \$154,520.06.
- E. Order other relief as the Court deems just and proper.

Respectfully submitted,

National Collegiate Trust  
National Collegiate Loan Trust 2006-3  
National Collegiate Loan Trust 2005-2  
National Collegiate Loan Trust 2005-1  
National Collegiate Loan Trust 2007-3  
National Collegiate Loan Trust 2006-2  
National Collegiate Loan Trust 2006-1  
National Collegiate Loan Trust 2006-4  
National Collegiate Loan Trust 2005-2  
National Collegiate Loan Trust 2004-2  
National Collegiate Loan Trust 2005-3  
By its attorney,

January 9, 2015

/s/ Marc van Zanten  
Marc van Zanten, Esq. 06636  
Craig, Deachman & Amann, PLLC  
1662 Elm Street  
Manchester, NH 03101  
(603) 665-9111

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE**

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Case Number: 14-11647-JMD  
Chapter 13

**CERTIFICATE OF SERVICE**

I, Marc van Zanten, of Craig, Deachman & Amann, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 certify:

That I am, and at all times hereinafter mentioned was, more that 18 years of age:

That on the 9<sup>th</sup> day of January, 2015, I served a copy of the within Response of National Collegiate Trust to Debtor's Omnibus Objection to Claims Numbered 6 Through 16, filed by National Collegiate Trust., by Electronic Mail, upon:

Richard D. Gaudreau, Counsel for the Debtor at [richardgaudreau@earthlink.net](mailto:richardgaudreau@earthlink.net)

Lawrence P. Sumski, Chapter 13 Trustee at [SumskiCh13@gmail.com](mailto:SumskiCh13@gmail.com)

Richard Mulligan, Esq., for JP Morgan Chase Bank, N.A. at [rmulligan@harmonlaw.com](mailto:rmulligan@harmonlaw.com)

Office of the U.S. Trustee at [USTPRegion01.MR.ECF@usdoj.gov](mailto:USTPRegion01.MR.ECF@usdoj.gov)

I certify under penalty of perjury that the foregoing is true and correct.

January 9, 2015

/s/ Marc van Zanten, Esq.