

1 shall pay to USA as follows:

2 a Lump Sum Payment: CCPOA shall to remit to USA Funds \$7,981.17 on or
3 before January 31, 2011 in the form of a Cashier's Check/Treasurer's Check,
4 Money Order, Attorney Escrow Account check, or other form of guaranteed
5 funds made payable to Fox Rothschild, LLP, attorneys for United Student Aid
6 Funds and delivered to Shereen Arthur, Esquire, Fox Rothschild LLP, 2000
7 Market Street, 20th Floor, Philadelphia, PA 19103. This sum is comprised of
8 the "Arrearage" plus statutory attorneys fees totaling \$3,146.63 and
9 recoverable litigation costs totaling \$412.52;

10 b. Future Sum Payments: CCPOA shall withhold from the wages of employee,
11 Leon C. Helton and pay to USA Funds 15% of the borrower's disposable
12 commencing January 31, 2011 until said debt is satisfied or his employment
13 terminates, whichever is sooner.

14 d. Payments for future garnishments shall be by check, in guaranteed
15 immediately available funds, made payable to "Allied Interstate Inc." and
16 delivered to Allied Interstate, Inc. SLS Division 12755 Highway 55 Suite 300
17 Plymouth MN 55441 unless USA Funds shall notify CCPOA in writing of
18 another address or addressee to which payments are to be sent. CCPOA shall
19 notify USA Funds in writing of any changes to its addresses and telephone
20 numbers. The checks shall include Leon C. Helton's name and Social Security
21 Number.

22 3. Any notice required shall be in writing; delivered to such party by hand or by any form
23 of United States Mail or commercial courier service as provides a written receipt of
24 delivery; effective upon receipt; and addressed to the Party as follows (unless that
25 Party shall in the interim have given notice that such notices shall be delivered to a
26 different address):

27 a. SallieMae, Inc.
28 11100 USA Parkway

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Fishers, Indiana 46038

with a copy to:

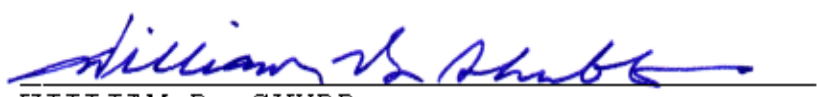
Shereen Arthur, Esq.
2000 Market Street, 20th Floor
Philadelphia, Pennsylvania 19103

4. A failure or forbearance by USA Funds to act upon a Default or otherwise to enforce the terms of this Agreement shall not constitute a waiver of that term or the right to enforce that term.

5. Pursuant to 28 U.S.C §636(c), F.R.Civ.P.73 and Local Rule 305, the Magistrate Judge shall retain jurisdiction over all disputes between and among the parties arising out of the settlement agreement, including but not limited to interpretation and enforcement of the terms of the settlement agreement. Should such proceedings be instituted, the prevailing party shall be entitled to an award of actual attorneys fees and costs pursuant to 20 U.S.C. § 1095(a)(6).

IT IS SO ORDERED.

Dated: January 21, 2011


WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE