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12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**

14 MATTHEW C. KILGORE, individually and on)
 15 behalf of all others similarly situated;)
 16 WILLIAM BRUCE FULLER, individually and)
 17 on behalf of all others similarly situated;)
 18 KEVIN WILHELMY, individually and on)
 19 behalf of all others similarly situated,)

20 Plaintiffs,)

21 v.)

22 KEYBANK, NATIONAL ASSOCIATION, a)
 23 national banking association organized under)
 24 the laws of the United States of America and)
 25 successor in interest to KEYBANK USA, N.A.;)
 26 KEY EDUCATION RESOURCES, a division)
 27 of KEYBANK, NATIONAL ASSOCIATION;)
 28 GREAT LAKES EDUCATIONAL LOAN)
 SERVICES, INC., a Wisconsin corporation;)
 STUDENT LOAN XPRESS, a Delaware)
 corporation; AMERICAN EDUCATION)
 SERVICES, form of entity unknown; DOES)
 1-25,)

Defendants.)

Case No. C08-02958 TEH

**STIPULATION TO EXTEND TIME TO
 RESPOND TO COMPLAINT**

**[DECLARATION OF ANDREW A.
 AUGUST FILED CONCURRENTLY
 HEREWITH]**

1 WHEREAS, the Defendants in the KeyBank Class – KeyBank and Great Lakes –
2 have advised Plaintiffs that they too are amenable to discussing an early resolution of the claims
3 asserted against them in this action, and that the information likely to be obtained from SSH’s
4 Bankruptcy Trustee in connection with the confirmatory discovery process in the settlement with
5 SLX will significantly facilitate any efforts to resolve the claims against KeyBank and Great Lakes;

6 WHEREAS, in light of the substantial progress that has already been made towards
7 resolving the vast majority of claims in this action and to conserve further the resources of the
8 parties and this Court, the parties have agreed that the deadline for Defendants’ response to the
9 Complaint should be extended until January 20, 2009 to afford (1) Plaintiffs and SLX a reasonable
10 opportunity to finalize and fully document the terms of their settlement (which, again, would also
11 dispose of the claims asserted against Defendant AES), and (2) Plaintiffs and the remaining
12 Defendants – KeyBank and Great Lakes – an opportunity to resolve their dispute after receipt and
13 review of records from SSH’s bankruptcy trustee; and

14 WHEREAS, all parties agree that this extension will significantly facilitate their
15 efforts to resolve this matter by allowing them to concentrate on the settlement process without
16 simultaneously being required to fully brief and litigate the threshold legal issues raised in the
17 Complaint.

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1 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the parties
2 hereto, through their respective counsel of record, that all Defendants shall have up to and including
3 January 20, 2009 to answer, move, or otherwise respond to the Complaint.

4 Respectfully submitted,

5 **PINNACLE LAW GROUP LLP**

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8 Dated: October 7, 2008

9 By: /s/ Andrew A. August
10 Andrew A. August (SBN 112851)
11 Attorneys for Plaintiffs

12 **SIDLEY AUSTIN LLP**

13
14 Dated: October 7, 2008

15 By: /s/ Jennifer A. Landau
16 Jennifer Altfeld Landau (SBN 153780)
17 Attorneys for Defendant
18 STUDENT LOAN XPRESS, INC.

19 **NIXON PEABODY LLP**

20
21 Dated: October 7, 2008

22 By: /s/ Courtney Q. Brooks
23 Courtney Q. Brooks
24 Attorneys for Defendants
25 KEYBANK, NATIONAL
26 ASSOCIATION AND ITS DIVISION
27 KEY EDUCATION RESOURCES,
28 AND GREAT LAKES EDUCATIONAL
LOAN SERVICES, INC.

MCKENNA LONG & ALDRIDGE LLP

Dated: October 7, 2008

By: /s/ Ann G. Grimaldi
Ann G. Grimaldi (SBN 160893)
Attorneys for Defendant
AMERICAN EDUCATION SERVICES



10/8/08