

UNITED STATES OF AMERICA
c/o Thomas A. Mauro
1776 K Street, N.W., Suite 840
Washington, DC 20006

FILED

JUL 22 2011

Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

Plaintiff

vs.

Case: 1:11-cv-01344
Assigned To : Robinson, Deborah A.
Assign. Date : 7/22/2011
Description: Student Loan

Paul L. Randall
227 Atlantic St. S.E.
Washington, DC 20032

Defendant

COMPLAINT FOR MONEY OWED TO THE UNITED STATES

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345, and 28 U.S.C §3004.

STATEMENT OF THE CLAIM

2. The Defendant(s) is indebted to the United States for the following amounts:

Current principal balance (*after application of all prior payments, credits, and offsets*): **\$2,719.11**; plus current Capitalized Interest Balance and Accrued Interest: \$4,587.44; plus Administrative Fee, Costs, Penalties:**\$0.00**; making the total owed (exclusive of pre-judgment interest, attorney's fees and costs) \$7,306.55. Plus Attorney's fees at 31.50% of \$7,306.55; plus costs and post-judgment interest.

3. The Certificate of Indebtedness, attached as Exhibit "B", shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8% per annum from the date stated in Exhibit "B". The promissory notes which are at issue are attached as Exhibit "A" hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in paragraph 2 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 with that interest on the judgment at the legal rate per annum until paid in full;

B. For attorneys' fees allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

/s/ Thomas A. Mauro



Thomas A. Mauro, Bar No. 184515
1776 K Street, N.W., Suite #840
Washington, DC 20006
Telephone No. 202-452-9865
Fax No. 202-452-0092

ATTORNEY FOR THE UNITED STATES OF AMERICA

July 12, 2011

NOTICE: IF THIS LINE _____ IS CHECKED, THE NOTES ARE TRUE COPIES.

CDCS Number: 2011A45613

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097. 00732

AG- X-000024-09 D

SECTION I — TO BE COMPLETED BY THE STUDENT — READ THE INSTRUCTIONS — TYPE OR PRINT IN INK

28 Correct Item 2A in this space

Name: Dandall, Paul L.
Address: 227 Atlantic St. SE
City, State, Zip: Washington DC 20032

3 Birth date: 10/06/68 4 Driver's License No.: [REDACTED] 5 Area Code/Phone No.: (202) 562-6108 6 U.S. Citizenship Status (check one) Alien ID No. Eligible: 1 Citizen 2 Non-Citizen

7 References — You must provide separate adult references with different addresses (carefully read instructions)

Name	Street	City, State, Zip	Area Code/Phone No.	Employer
A	Tell Dandall	2435 Damascus Rd	Agusta Ga 30904 (404)	736-4127 Med Coll of GA
B	Lenard Settle	2437 Damascus Rd	Agusta Ga 30904 (404)	732-0995 Texaco Ref. Dept.
C	Percy Higgins	603 53rd St. SE	WASH DC 20019 (202)	562-4819 Chef.

8 Intended Enrollment Status (check one) 1 Full-time 2 At least half-time 9 Major Course of Study: 19 10 Requested Loan Amount: 2625.00 11 Loan Period For this Loan: From 7/88 To 1/89

12 Have you ever defaulted on an Education Loan? (check one) If yes, carefully read instructions 1 Yes 2 No 13 Do you have any unpaid student loans? (check one) If yes, carefully read instructions. If no, complete 13A through 13E with zeroes. 1 Yes 2 No

13A Total unpaid balance of your most recent GSL: 0.00 13B Interest rate on your most recent GSL: 0% 13C Grade level of your most recent GSL: 0 13D Beginning and ending dates of your most recent GSL: From 7/88 To 1/89

13E Total unpaid balance of all your Guaranteed Student Loans or any portion of this loan included in your Consolidation Loan: 0.00 14 Name and Address of Previous Lender, if any: NA

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEMS 15A, 15B, AND 15C.

15A. RACE: 1 2 1

15B. HAVE YOU APPLIED FOR A MARYLAND STATE SCHOLARSHIP? YES NO

15C. PLACE OF BIRTH: 1 Agusta GA 1

Promissory Note for a Guaranteed Student Loan

I, Promise To Pay, I, the undersigned borrower promise to pay you or your order when this note becomes due a sum certain equal to the loan amount I have requested in Section I, Item 10 of this Application or any lesser amount which will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement or the amount advanced to me, plus interest and any other charges which may become due as provided in Paragraph VI. My signature certifies that I have read, understood and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side and the legally required information highlighted in the application booklet.

I understand that this is a promissory note. I will not sign this Promissory Note before reading it including the writing on the reverse side, even if otherwise advised. As a borrower, I am entitled to an exact copy of this Promissory Note, the Notice of Loan Guarantee and Disclosure Statement and any agreement I sign. By signing this Promissory Note, the borrower, acknowledges that I have received an exact copy of this note.

19A X Paul L. Dandall 7/26/88
Signature of Student Borrower Date
Notice to Student: Terms of the Promissory Note continue on the reverse side. Retain Copy D for your records.

SECTION II — TO BE COMPLETED BY THE SCHOOL

20 Name and Address of School: Diesel Institute of America
5600 Columbia Park Road
Cheverly Md 20735

21 School Code: 021268 22 Area Code/Phone No.: (301) 322-7400 23A Grade Level Code: 1 23B Correct Item 23A in this space

24A Anticipated Completion Date: 1/89 24B Correct Item 24A in this space: 7/25/88 25 Enrollment Period Covered by Loan: From 7/25/88 To 1/29/89

26 Family Adjusted Gross Income: 14221.00 27 Estimated Cost of Attendance For Loan Period: 8564.00 28 Estimated Financial Aid for Loan Period: 1603.00 29A Expected Family Contribution: 1422.00 30 Difference (27 minus the sum of 28 plus 29): 5539.00

31 Recommended Disbursement Date: Mo. Day Yr. Mo. Day Yr. Mo. Day Yr. 29B Correct Item 29A in this space

32 I have read and understand the terms of the school certification printed on the back of the application. Signature of Authorized Fin. Aid Director: [Signature] Type or Print Name and Title: Robin J. Hill CPA Date: 7/26/88

SECTION III — TO BE COMPLETED BY THE LENDER

33 Name and Address of lending Institution: MARYLAND NATIONAL BANK
P. O. BOX 53429
INDIANAPOLIS, IN 46251

35 Loan Amount Approved: 2625.00 36 Interest Rate: 8% 37 Fee

38 Lender Code: 305474 39 Anticipated Disbursement Date(s): Mo. Day Yr. Mo. Day Yr. Mo. Day Yr.

40 Signature of Authorized Lending Official: [Signature] Type or Print Name and Title: _____ Date: _____

41 Area Code/Phone No.: 300-324-7444 42 For Lender Use Only

Funds Form 115C 9/87

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EXHIBIT - A

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Paul L. Randall
227 Atlantic St. S.E.
Washington, DC 20032
Account No.: XXXXX3064

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 03/07/11.

On or about 07/22/88, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Maryland National Bank, Indianapolis, IN. This loan was disbursed for \$2,625.00 on 08/08/88, at 8.00 percent interest per annum. The loan obligation was guaranteed by Maryland Higher Education Loan Corporation, 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 \$77.32 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 06/09/90 and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,719.11 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 08/26/98, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$578.00 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:	\$2,719.11
Interest:	\$4,587.44
Total debt as of 03/07/11:	\$7,306.55

Interest accrues on the principal shown here at the rate of \$0.60 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: 3/15/11

Michael M. [Signature]
Loan Analyst
Litigation Support

EXHIBIT B

Additional Terms of the Promissory Note for a Guaranteed Student Loan

II. Date Note Comes Due. I will repay this loan 1) in periodic installments beginning no later than the end of my grace period as disclosed to me in the Notice of Loan Guarantee and Disclosure Statement or 2) in full immediately if I fail to enroll at and attend the school which certified this application for the academic period intended, in which case I will not be eligible for a grace period. During the grace period, I may request that repayment may begin before my grace period ends.

III. Interest. I agree to pay an amount equivalent to simple interest on the unpaid principal balance from the date you advance the loan until the loan is paid in full. If I have an outstanding Student Loan(s) with an interest rate of 7%, 8% or 9%, the interest rate on this loan will be the same as that on my outstanding loan(s). If I have no outstanding Guaranteed Student Loan, the interest rate on this loan will be 8%. The Notice of Loan Guarantee and Disclosure Statement identifies the applicable interest rate for this loan. The Secretary of Education (Secretary) will pay the interest that accrues on this loan prior to the repayment period and during any deferment period, if it is determined that I qualify to have such payments made on my behalf under the regulations governing the GSLP. In the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me. I may, however choose to pay this interest myself.

Once the repayment period begins I will be responsible for payment of all the interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary the Secretary will pay the interest that accrues during any period described under DEFERMENT in this Promissory Note.

The lender may add any interest to the unpaid principal balance of this loan that is not paid when it is due, in accordance with regulations of the guarantor governing the GSLP. All payments will be made to your address as specified on the Notice of Loan Guarantee and Disclosure Statement or to any other address you notify me of.

IV. Origination and Guarantee Fees. I will pay to you an origination fee not to exceed the percentage of the loan amount that is authorized by Federal law. You will deduct this fee proportionately from each disbursement of principal of this loan. I will also pay you an amount equal to the guarantee fee that you are required to pay to the guarantor for this loan. I am entitled to a refund of the origination and guarantee fee paid in respect to this note if I pay back this note in full within 120 days of disbursement or I return the uncashed loan check to you. The amount of the origination and guarantee fees will be disclosed to me on the Notice of Loan Guarantee and Disclosure Statement.

V. Default. I will be in default and you have the right to give me notice that the whole outstanding principal balance plus any unpaid interest I owe is due and payable at once if I fail to make an installment payment when due, or to meet other terms of the promissory note under circumstances where the guarantor finds it reasonable to conclude that I no longer intend to honor the obligation to repay, provided that this failure persists for 180 days for a loan repayable in monthly installments, or 240 days for a loan repayable in less frequent installments. After sending such notice to me, you will have the right, without further notice, to take the outstanding balance out of my checking and/or savings accounts, if such action is not prohibited by law, but not out of the proceeds of any other account. I will have a right to take because of any other account. I will still be required to pay interest on this loan of default. The Lender, holder or guarantor (currently attending) the information about assistance from any of the following federal programs: Supplemental Education Opportunity Grant, Cc Perkins Loan (formerly called National Direct Supplemental Student Loans (SLS), PLUS Consolidation Loans. A default also makes me ineligible for as described under Deferment. Par this loan is referred for collection to any age Practices Act. I will pay collection costs.

VI. Late Charges and Collection Costs. If an installment payment has not reached you within 10 days after the due date, you may, in your discretion, charge a late fee. If you do so, you must have written evidence that verifies my eligibility to have Deferment, Paragraph VIII, you may, if permitted, charge a late fee at the maximum rate permitted which rate charged shall not exceed the maximum rate permitted for late installment. If I fail to pay any of these amounts, and other costs, including the statutorily authorized

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that I am a U.S. citizen or permanent resident alien. I of this application is true, complete and correct to the best of my knowledge and belief. I hereby authorize the school to pay to me the amount of this loan. I further authorize the school to release to the lending institution, subsequent holder, guarantor, or their agents, any requested information pertinent to this application, including but not limited to my enrollment status, current address. I certify that the proceeds of this application will be used for educational expenses for the academic period named in Section II. I understand that I must immediately repay any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at that school for the loan period stated in Item 25. I certify that the total amount of loans received under the Guaranteed Student Loan Program Title IV Part B (PL 89-329) as amended will not exceed the allowable maximums. I further certify that I do not now owe a refund on a Pell Grant, Byrd Scholarship, Supplemental Grant, or State

costs that are permitted by Federal law and regulations for the collection of this loan, which you incur in collecting this loan.

VII. Additional Agreements. The proceeds of this loan will be sent to the school listed on my application and be used only for educational expenses. Any notice required to be given to me will be effective when mailed by first class mail to the latest address you have for me. Your failure to enforce or insist that I comply with any term of this Note is not a waiver of your rights. No provision of this Note can be waived or modified except in writing. If the guarantor is required under its guarantee to repay my loan(s) because I have defaulted, the guarantor will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce this Note against me. I understand that I must repay this Note even though I may be under 18 years of age. This Note is not effective until it is accepted by you. If the borrower becomes totally and permanently disabled, or dies, his or her obligation to repay this loan will be cancelled from default. I agree to notify you of a change in my name, address or any applicable school enrollment status within 10 days. I have not made any false written statement with regard to the loan. If any provision of this Note is determined to be unenforceable or is prohibited by law, such provision shall be considered ineffective without invalidating the remaining provisions of this Note. In this Note the words I, me, and my mean the borrower identified in Item 2 of Section I of the Application and any cosigner of this Note. You, your and yours mean the Lender and any other owner of the Note.

VIII. Deferment. I am entitled to deferments under the Higher Education Act, as amended and its regulations. In order to receive a deferment, I must request the deferment and provide you with all documentation required to establish my eligibility. I understand that I must notify you when the condition entitling me to the deferment no longer exists. My eligibility for a deferment will be determined by the information highlighted in the Application Booklet.

IX. Repayment. I will repay the total amount due on this Promissory Note in periodic installments, with interest on the unpaid balance from the due date of this Promissory Note until the loan is paid in full. I will repay this loan over a repayment period that generally lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply:

1. If, during the grace period, I request a shorter repayment period, the Lender may grant me a shorter period.
2. The Lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I — or, if both my spouse and I have GSL, PLUS or SLS program loans outstanding — we pay toward principal and interest at least \$600 or the unpaid balance of all such loans (plus interest), whichever is less.
3. If I qualify for a shorter repayment period, the Lender may grant me a shorter period.

of my payments during any period described under Note, or if the Lender grants "forbearance," those 5- and 10-year periods mentioned above. Payment that apply to this loan will be set forth in a schedule, that the Lender will provide to me, begins. I further agree that the lender may grant me the first payment date of this Loan with other loans

tion and without penalty, prepay all or any part of any time. If I do so, I will be entitled to a rebate

on. Information concerning the amount of one or more credit bureau organizations. The guarantor will also report the default to credit

bility to obtain other credit. I must request the information at least 30 days in advance that information organizations unless I enter into repayment

request from any credit bureau organization. The information will be provided to you upon request and completeness of information.

Perkins Loan Program (formerly called loan, or a Federally insured Student loan, or a Consolidation Loan unless this Application. I further authorize my Lender to pay the proceeds of my loan, in full, or in part, made payable to me, or at my address, jointly payable to me and the school, and sent to the school named in

I, the student borrower, understand that I will receive a Notice of Loan Guarantee and Disclosure Statement that identifies my loan amount (as determined by the Lender), the fee amounts, disbursement dates, grace period, interest rate and late charges. I, the student borrower, understand and agree that if the information on the Notice of Loan Guarantee and Disclosure Statement conflicts with the information on the Application and Promissory Note, the information on the Notice of Loan Guarantee and Disclosure Statement applies.

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AT TIME OF IMAGING