

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

HICA EDUCATION LOAN
CORPORATION,

Plaintiff,

v.

Kathleen A. Meehan,

Defendant.

HONORABLE JOSEPH E. IRENAS

CIVIL ACTION NO. 12-6568
(JEI/KMW)

**ORDER GRANTING PLAINTIFF'S
MOTION FOR ENTRY OF DEFAULT
JUDGMENT (Dkt. No. 8)**

APPEARANCES:

WELTMAN, WEINBERG & REIS CO., LPA
Michael J. McCulley
325 Chestnut Street, Suite 501
Philadelphia, PA 19106
Counsel for Plaintiff

IRENAS, Senior District Judge:

This matter having appeared before the Court upon Plaintiff's Motion for Entry of Default Judgment (Dkt. No. 8); the Court having reviewed the motion; and it appearing that:

1. On October 24, 1992, Defendant, Kathleen Meehan, signed a promissory note ("Note") for the sum of \$6,000.00 pursuant to the United States Health Education Assistance Loan (HEAL) Program, 42. U.S.C. §§ 292-292p and 42 C.F.R. pt. 60. (Compl. ¶ 5) That sum was loaned and advanced to Defendant Meehan.

2. The Note was sold, transferred, and assigned to Plaintiff, HICA Education Loan Corporation, by the Student Loan Marketing Association ("SLMA"). Thus Plaintiff is the owner and/or holder of the Note. (*Id.* ¶ 7)

3. According to the Complaint, Defendant has failed to make payments due under the terms of the Note, nor has she repaid the amount due despite demand for payment. (*Id.* ¶ 8) As such, she has defaulted under the terms of the Note and in violation of the HEAL statutes and accompanying regulations. (*Id.* ¶ 10)

4. As of January 31, 2013, Defendant owed Plaintiff unpaid principal in the amount of \$3,747.59, as well as accrued, unpaid interest in the amount of \$126.02 and unpaid late fees in the amount of \$6.80. Interest continues to accrue on the principal at a rate of \$0.32 per day. (*Id.* ¶ 8)

5. Defendant was served a copy of the Summons and Complaint on October 23, 2012. (Dkt. No. 4) Defendant failed to file a responsive pleading to the Complaint pursuant to the Rules.

6. On or about February 21, 2013, Plaintiff filed a Request for Default pursuant to Fed. R. Civ. P. 55(a). (Dkt. No. 6) The Clerk entered a Default on February 22, 2013. Plaintiff moved for judgment by default under Fed. R. Civ. P. 55(b)(2) on February 22, 2013. (Dkt. No. 8) To date, Defendant

has not made any attempt to contest the Motion for Default or respond in any way to the Summons and Complaint.

7. Plaintiff has provided a declaration stating that as of January 31, 2013, Defendant owed Plaintiff unpaid principal in the amount of \$3,747.59; accrued, unpaid interest through that date in the amount of \$126.02; and accrued, unpaid late charges in the amount of \$6.80. (P.'s Ex. 1, Zimmerman Decl. ¶ 2) Interest has continued to accrue since that date at the rate of \$0.32 per day. (*Id.*)

8. In total, Defendant owes Plaintiff \$3,880.41, plus additional prejudgment interest from February 1, 2013 to date at the rate of \$0.32 per day.

9. For the reasons given above, the Court will Grant Plaintiff's Motion for Entry of Default Judgment.

And for good cause shown;

IT IS on this 18th day of April, 2013,

ORDERED THAT:

- (1) Plaintiff's Motion for Entry of Default Judgment is hereby **GRANTED**;

- (2) Monetary judgment is hereby **AWARDED** to Plaintiff and against Defendant in the amount of \$3,880.41, plus

prejudgment interest from February 1, 2013 through the date of this judgment;

- (3) Plaintiff shall serve a copy of this Order and accompanying Judgment on Defendant within seven (7) days;
- (4) This Court retains jurisdiction to enforce this Order until the expiration of one year from the date hereof or such later date as may be ordered by the Court on motion of any party;
- (5) The Clerk of Court is hereby directed to **CLOSE THIS FILE.**

/s/ Joseph E. Irenas_____
Joseph E. Irenas, S.U.S.D.J.