

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA
THIRD DIVISION**

In re:

SAMUEL AKPAN INYANG,

Debtor.

Bankr. Case No. 02-32791

Chapter 7 Case

SAMUEL AKPAN INYANG,

Plaintiff,

Adv. Proc. No. 04-3342

vs.

DEPARTMENT OF EDUCATION AND
EDUCATIONAL CREDIT MANAGEMENT
CORPORATION,

Defendants.

ANSWER OF EDUCATIONAL CREDIT MANAGEMENT CORPORATION

Educational Credit Management Corporation (“ECMC”), for its Answer to the Complaint filed by Samuel Akpan Inyang (“Plaintiff”), states and alleges as follows:

1. Except as expressly admitted, qualified, or explained in this Answer, ECMC denies each and every allegation set forth in Plaintiff’s Complaint.
2. ECMC admits the allegations set forth in paragraphs 1 and 2 of the Complaint.
3. In response to allegations set forth in paragraph 3 of the Complaint, ECMC admits that it claims to be a holder of student loans owed by Plaintiff, which were in existence before August 6, 2002, but states that, with respect to the remaining allegations in paragraph 3, that ECMC is without knowledge or information sufficient to form a belief as to the truth of these remaining allegations and therefore denies all such allegations.

4. ECMC admits the allegations set forth in paragraphs 4, 5 and 6 of the Complaint.

5. In response to the allegations set forth in paragraph 7 of the Complaint, ECMC states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph and therefore denies all such allegations.

6. In response to the allegations set forth in paragraph 8 of the Complaint, ECMC states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph and therefore denies all such allegations.

7. In response to the allegations set forth in paragraph 9 of the Complaint, ECMC states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph and therefore denies all such allegations.

8. In response to the allegations set forth in paragraph 10 of the Complaint, ECMC admits the following disbursement dates (some of which differ from Plaintiff's allegations) and the original loan amounts:

<u>DISBURSEMENT DATE</u>	<u>ORIGINAL BALANCE</u>
March 9, 1992	\$3,623.00
January 5, 1993	\$7,500.00
January 4, 1994	\$7,500.00
January 4, 1995	\$8,500.00
January 8, 1996	\$8,500.00

ECMC states that Plaintiff's aggregate debt balance (including unpaid interest and collection costs) as of August 30, 2004, is \$72,226.62 (hereinafter the "ECMC Loans"). There is currently a \$4.55 per diem rate of interest accruing on Plaintiff's student loan debt held by

ECMC. To the extent Plaintiff's alleged disbursement dates and *remaining* balance differs from ECMC's response above, ECMC denies all allegations contrary to its response above.

9. In response to the allegations set forth in paragraph 11 of the Complaint, ECMC denies that it is unconscionable for Plaintiff to repay the ECMC Loan amount of \$72,226.62, and states that it does not have sufficient knowledge as to what amount of indebtedness is owed to the Department of Education, and therefore denies all allegations pertaining to the debt owed to the Department of Education.

10. In response to the allegations set forth in sub-paragraphs 11 (a), (b), (c), (d), (e), (f), (g) and (h), ECMC states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph and therefore denies all such allegations.

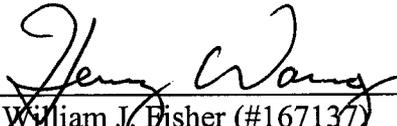
11. ECMC denies that Plaintiff is entitled to (1) a declaration by this Court that payment of any part of the claims of ECMC and the Department of Education would impose an undue hardship on Plaintiff within the meaning of 11 U.S.C. § 523(a)(8); (2) a determination by this Court that Plaintiff's loans owed to ECMC and the Department of Education are dischargeable; (3) an award of Plaintiff's costs and disbursements against ECMC and the Department of Education; and (4) an award to Plaintiff of such other and further relief as may be just and equitable.

WHEREFORE, ECMC prays for relief as follows:

- A. Dismiss Plaintiff's Complaint with prejudice;
- B. Declare Plaintiff's indebtedness non-dischargeable pursuant to 11 U.S.C. § 523(a)(8); and
- C. Such further relief as the Court may deem just and proper.

Dated: August 30, 2004

GRAY, PLANT, MOOTY,
MOOTY & BENNETT, P.A.

By 
~~William J. Fisher (#167137)~~
Henry T. Wang (# 033022X)

500 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
Telephone: (612) 632-3370
Facsimile: (612) 632-4370
Email: henry.wang@gpmlaw.com

**ATTORNEYS FOR EDUCATIONAL CREDIT
MANAGEMENT CORPORATION**

GP:1620234 v1

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UNSWORN CERTIFICATE OF SERVICE

I, **DEBRA L. SCHUMACHER**, employed by Gray, Plant, Mooty, Mooty & Bennett, P.A., attorneys licensed to practice law in this Court, with office address at 500 IDS Center, 80 South 8th Street, Minneapolis, Minnesota, 55402, declare under penalty of perjury that on August 16, 2004, I caused the Answer of Educational Credit Management Corporation to be served upon the following parties:

James C. Whelpley
Twin City Attorneys P.A.
2151 N. Hamline Avenue
Roseville, MN 55113

Roylene A. Champeaux
Assistant U.S. Attorney
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415

by arranging for the deposit of a true and correct copy thereof in the United States Mail,
postage prepaid, in Minneapolis, Minnesota.

Executed on: August 30, 2004

Signed: 
Debra L. Schumacher

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