

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

| | | |
|---------------------------|---|------------------------|
| UNITED STATES OF AMERICA, | § | |
| | § | |
| Plaintiff | § | |
| | § | CIVIL ACTION H-06-3788 |
| <i>versus</i> | § | (Claim: 111922) |
| | § | |
| WINFORD P. AKER, | § | |
| | § | |
| Defendant | § | |

Complaint

1. *Jurisdiction.* The district court has jurisdiction because the United States is a party. *See* U.S. CONST., art III, § 2, and 28 U.S.C. § 1345.
2. *Venue.* The defendant is a resident of Harris County, Texas, and may be served with process at 3750 Tanglewilde Street #3, Houston, Texas 77063.
3. *The Debt.* The debt owed the United States as of the date of the Certificate of

Indebtedness is:

| | | |
|----|--|--------------------|
| A. | Current principal | \$ 1,222.43 |
| B. | Interest (capitalized and accrued) | \$ 492.04 |
| C. | Administrative fees, costs, penalties (Including \$350.00 Filing fee) | \$ 350.00 |
| D. | Attorney's fees | \$ 550.00 |
| E. | Balance due | <u>\$ 2,614.47</u> |

- F. Prejudgment interest accrues at
8.00% per annum being \$0.27 per day.

The current principal in paragraph 3 A is after credits of \$815.31.

The certificate of indebtedness, attached as Exhibit A, shows the total owed excluding attorney's fees and central intake facility charges. On the date of the certificate the principal and interest shown were correct after credits having been applied.

4. *Failure to pay.* Demand has been made on the defendant to pay the indebtedness, and the defendant has failed to pay it.
5. *Prayer.* The United States prays for judgment for:
 - A. The sums in paragraph 3 plus pre-judgment interest through the date of judgment, administrative costs, and post-judgment interest.
 - B. Attorney's fees; and,
 - C. Other relief the court deems proper.

Respectfully submitted,

ALONSO, CERSONSKY & GARCÍA, P.C.

By: /s/ *M. H. Cersonsky*

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Attorneys for Plaintiff

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Winford P Aker
Winford Paul Aker
9215 Twins Hill
Houston, TX 77031
SSN:

I certify that 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 2-19-99 .

On or about 11-23-87, the borrower executed promissory note(s) to secure loan(s) of \$1500.00 from CEFC/Chase Manhattan Bank N.A. Austin, TX at 8 percent interest per annum. This loan obligation was guaranteed by Texas Guaranteed Student 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 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$61.91 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 9-28-89 , and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1490.73 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 8-27-95 , assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$350.31 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

| | |
|-----------------------------------|-------------------|
| Principal: | \$ <u>1222.43</u> |
| Interest: | \$ <u>492.04</u> |
| Administrative/Collection Costs: | \$ <u>.00</u> |
| Late fees: | \$ <u>.00</u> |
| Total debt as of <u>2-19-99</u> : | \$ <u>1714.47</u> |

Interest accrues on the principal shown here at the rate of \$.27 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: 3/2/99 Name: [Signature]
Title Loan Analyst
Branch Litigation

EXHIBIT A