

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

DEC 18 2001

MICHAEL L. WILLIAMS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

IN RE:	)	
JYRLYN ROPER,	)	No. 00--4597-M
	)	(Chapter 7)
Debtor.	)	
AMERICAN AIRLINES EMPLOYEES	)	
FEDERAL CREDIT UNION, a not-for-	)	
profit corporation,	)	
Plaintiff,	)	
	)	
vs.	)	Adversary No. 01-0051-M
	)	
JYRLYN ROPER,	)	
Defendant.	)	

**AGREED JOURNAL ENTRY OF JUDGMENT**

On this 8<sup>th</sup> day of December, 2001, this captioned matter came before this Court upon the agreement of the parties that the Debtor, Jyrlyn Roper, confesses the allegations made by American Airlines Employees Federal Credit Union ("American Airlines"), in its adversary proceeding filed herein on March 6, 2001. The Plaintiff appears by its signature on this Agreed Journal Entry of Judgment; the Debtor/Defendant appears personally and through her counsel by way of their respective signatures affixed to this Journal Entry.

The Court finds that American Airlines should be granted judgment against the Defendant/Debtor, Jyrlyn Roper, for the principal amount of \$13,185.00 based upon the following stipulations of law and fact:

1. On or about April 7, 2000, the Debtor applied for and obtained an education loan from American Airlines in the principal sum of \$5,685.00; on or about July 11, 2000, the Debtor applied for and obtained an additional, supplemental education loan in the principal sum of \$2,500.00; on or about September 6, 2000, the Debtor applied for and obtained an additional,

15

supplemental education loan in the amount of \$5,000.00. These loans were to bear interest at the rate of 10.5% per annum until said sums were paid in full.

2. That on or about December 1, 2000, the Debtor defaulted under the terms of the loan and sought discharge of the indebtedness under Chapter 7 of the United States Bankruptcy Code.

3. American Airlines timely filed its Proof of Claim and alleged its claim to be non-dischargeable educational loans.

4. On March 6, 2001, American Airlines timely filed its adversary complaint objecting to the discharge of the Defendant/Debtor's educational loan with American Airlines.

5. The Debtor, upon advice of his legal counsel, J. Edwin Poston, has stipulated and agreed to waive formal service of process of the adversary complaint and summons, a copy of the adversary complaint having been delivered to Debtor/Defendant's legal counsel by American Airlines' counsel on or about September 28, 2001. By her signature and the signature of her legal counsel, the Defendant/Debtor formally acknowledges her entry of appearance in this adversary proceeding; her voluntary waiver of formal service of process; and her acknowledgment that jurisdiction and venue of American Airlines' adversary proceeding is proper in this court.

6. The Defendant agrees and stipulates that her loan with American Airlines is properly construed as a non-dischargeable educational loan under 11 U.S.C. § 523(8).

7. The Debtor further agrees and stipulates that her educational loan from American Airlines has greatly benefited her in that it has furthered her education, training and career potential.

8. The Debtor further stipulates and agrees that this Court's denial of the discharge of her educational loan with American Airlines will not and does not present an undue hardship to her.

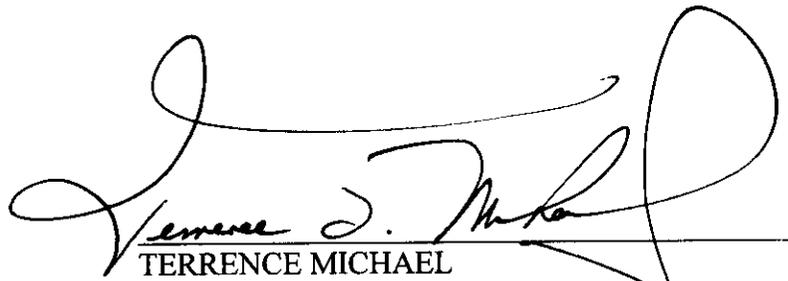
9. The Debtor further agrees and stipulates that as of December 1, 2000, she owed the principal sum of \$13,185.00 plus interest accrued and accruing at 10.5% per annum.

10. Based upon these stipulations and the agreement between the parties, the Defendant/Debtor authorizes American Airlines to deduct from her payroll the biweekly sums stated in the loan document as payments toward the indebtedness and this judgment.

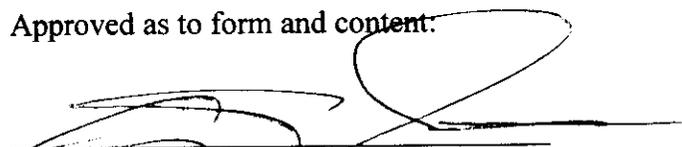
**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Plaintiff, American Airlines Employees Federal Credit Union, have and recover judgment of and from the Debtor/Defendant, Jyrlyn Roper, for the principal sum of \$13,185.00 as of December 1, 2000, plus interest accrued and accruing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the amount found to be due to American Airlines Employees Federal Credit Union by the Defendant/Debtor, Jyrlyn Roper, is a non-dischargeable debt pursuant to 11 U.S.C. § 523(8) and, therefore, said debt and this Journal Entry are not subject to Debtor/Defendant's rights under her Chapter 7 bankruptcy filing in the United States Bankruptcy Court for the Northern District of Oklahoma, Case No. 00-04597-M.

**IT IS SO ORDERED.**

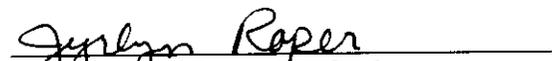
  
TERRENCE MICHAEL  
JUDGE OF THE BANKRUPTCY COURT

Approved as to form and content:



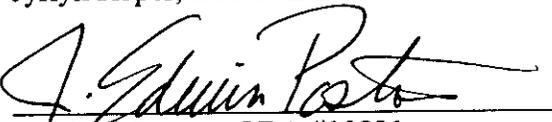
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Anthony P. Sutton, OBA #8781  
Attorney for Plaintiff



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Jyrlyn Roper, Debtor/Defendant



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J. Edwin Poston, OBA #10931  
Attorney for Debtor/Defendant