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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

Consumer Financial Protection Bureau,

Plaintiff,

vs.

Irvine WebWorks, Inc., d/b/a Student Loan Processing.US, et al.,

Defendants.

CASE NO. 8:14-cv-01967-JVS-DFM

SEPARATE STATEMENT OF UNCONTOVERTED FACTS AND CONCLUSIONS OF LAW IN RE DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON COUNT I OF THE COMPLAINT

Hearing Date: January 25, 2016
Hearing Time: 1:30 pm
Hearing Place: Crtrm. 10C

(*Hon. James V. Selna, US District Judge, presiding*)

(Notice of Motion for Partial Summary Judgment and Supporting Memorandum of Points and Authorities and Declaration of James Krause filed concurrently herewith)

([Proposed] Order lodged concurrently herewith)

UNCONTROVERTED FACTS

1. The terms of DOE's consolidation loans are established by DOE under its prescribed formulae. Krause Declaration, ¶16.

2. DOE consolidation loans are an entirely new loan provided under a new loan agreement. Krause Declaration, ¶16.

3. DOE loan terms are not negotiable with DOE. Krause Declaration, ¶16.

4. Eligibility for DOE consolidation loans is not negotiable. Krause Declaration, ¶16.

5. No old student loan balance is reduced for purposes of establishing the new consolidation loan's initial balance. Krause Declaration, ¶16.

6. Pre-existing loan terms are completely replaced by the terms of the new DOE consolidation loan that SLP helps its clients obtain. Krause Declaration, ¶16.

CONCLUSIONS OF LAW

1. SLP does not renegotiate, settle, or alter the terms of payment from a debtor to an unsecured creditor as defined by the Telemarketing Sales Rule.

2. SLP is not a "debt relief service" as defined by the Telemarketing Sales Rule.

3. SLP is not prohibited from charging a fee to its clients prior to the client's execution of a DOE loan consolidation agreement or the client's first payment in accordance with that agreement.

Dated: December 28, 2015

JEFFREY C. BRIGGS
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By: /S/
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