

Book 3; Page 00177

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

In re:

**WILLIAM MOREY and
DINA MARIE MOREY,
Debtors.**

**Case No. 13-31262-KKS
Chapter 7**

**ROBINS FEDERAL CREDIT UNION,
Plaintiff,**

v.

**WILLIAM MOREY and
DINA MARIE MOREY,
Defendants/Debtors.**

Adversary Case No. 14-03004-WSS

STIPULATION FOR ENTRY OF JUDGMENT AND FINAL JUDGMENT

ROBINS FEDERAL CREDIT UNION (“**ROBINS FCU**”), whose address is 803 Watson Blvd., Warner Robins, GA 31093, and WILLIAM MOREY and DINA MARIE MOREY (“**MOREYS**”), whose address is 641 Arbor Station Lane, #94, Tallahassee, FL 32312, have entered into this Stipulation for Entry of Judgment (“**Agreement**”), as evidenced by their signatures at the end of this document, and recite as follows:

- A. At all times material hereto, MOREYS were members of ROBINS FCU.
- B. MOREYS filed a Chapter 7 bankruptcy case in the Northern District of Florida, Pensacola Division, Case No. 13-31262-KKS.
- C. ROBINS FCU filed a Complaint Objecting to Dischargeability (“**Complaint**”), Case No. 14-03004-WSS (“**Adversary**”), regarding a \$12,201.77 debt, plus attorneys fees and costs, it contends is owed to it by MOREYS.

D. MOREYS were properly served with the Complaint Objecting to Dischargeability, have not filed an answer or other response to the Complaint, and desire to resolve the matter without the further need for litigation.

NOW, THEREFORE, ROBINS FCU AND MOREYS JOINTLY AND MUTUALLY AGREE AS FOLLOWS:

1. Judgment only on “Count I: 11 U.S.C. § 523(a)(2)(A)” of the Complaint will be entered against MOREYS. MOREYS acknowledge that the debt owed to ROBINS FCU is a non-dischargeable debt and is not subject to any order of discharge which may be entered by the U.S. Bankruptcy Court.

2. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), made applicable to adversary proceedings by Federal Rule of Bankruptcy Procedure 7041, Count II, i.e. “Count I[sic]: 11 U.S.C. § 727(a)(2)(A) & (c)(1)” of the Complaint will be dismissed without prejudice, with MOREYS paying fees and costs as stated herein and with MOREYS having no right to setoff or right to collect costs or attorney fees. ROBINS FCU agrees to the dismissal of its claim to deny MOREYS a complete discharge under the Bankruptcy Code.

3. ROBINS FCU is the prevailing party in this Adversary.

4. MOREYS acknowledge that they owe ROBINS FCU the sum of \$12,201.77, plus attorney fees and costs.

5. MOREYS agree to pay, and ROBINS FCU agrees to accept, repayment on the terms as set forth below:

- a. MOREYS shall pay to ROBINS FCU the sum of \$15,948.70 representing \$12,201.77 principal, \$3,454.00 in attorney fees, and \$293.00 in costs, consisting of consecutive monthly payments in the amount of \$200.00. The

first monthly payment shall commence on April 15, 2014, and monthly payments shall be due on or before the 15th of each month thereafter.

Payment shall continue until the entire debt is paid in full.

- b. Payment shall be mailed directly to *ROBINS FCU at 803 Watson Blvd., Warner Robins, GA 31093 ATTN: Mike Harbuck*. Any payment not received within seven (7) days of its due date shall constitute a default under this Agreement. Time is of the essence.
- c. The parties specifically acknowledge and agree that in the event of a default by MOREYS, ROBINS FCU is entitled to seek all of its state court remedies without further order or permission of the U.S. Bankruptcy Court, after serving an affidavit of default upon MOREYS at their last known mailing address. Such remedies may include, but shall not be limited to, the recovery of costs, which shall include attorney fees, and pre-judgment and post-judgment interest at the rate of eighteen percent (18%) or the maximum rate then-available under Florida law.

6. MOREYS enter into this Agreement freely and voluntarily and understand the implications of agreeing to the non-dischargeable status of the debt owed to ROBINS FCU. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

7. ROBINS FCU shall not be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing. No delay or omission by ROBINS FCU in exercising any right it holds hereunder shall be deemed a waiver of its future exercise.

No single, written waiver shall be deemed a waiver as to any other instance or any other right.

8. The only proper venue for any lawsuit initiated to enforce the terms of this Agreement shall be in state court in Okaloosa County, Florida, and all questions regarding the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed in it shall be governed by the internal law, and not the law of conflicts, of the State of Florida.

9. This Agreement was prepared by counsel for ROBINS FCU. The parties have had the opportunity to consult with attorneys in the negotiation of this Agreement. This Agreement shall not be construed against ROBINS FCU or the drafter.

10. This Agreement contains the entire agreement between the parties with respect to the debt described in this Agreement and in the Adversary. It may be executed in any number of counterparts, each and all of which will be deemed for all purposes to be one agreement.

11. The parties acknowledge and agree that this Agreement, by law or court rule, may be subject to the approval of the Bankruptcy Trustee and the United States Trustee, and is subject to the approval the judge in the Adversary. Such required approvals are conditions precedent to this Agreement.

12. Pursuant to Bankruptcy Rule 7041, *Counsel for ROBINS FCU has conferred with Trustee Karin Garvin and with the Office of the U.S. Trustee* and is authorized to confirm that they have no objection to the dismissal of Count II that sought denial of a discharge under 11 U.S.C. § 727.

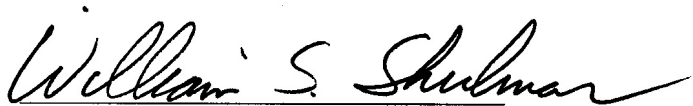
IT IS THEREFORE ORDERED that:

- (i) **JUDGMENT** is entered in favor of ROBINS FCU and against MOREYS on Count I: 11 U.S.C. § 523(a)(2)(A) of the Complaint filed in this case.

- (ii) The terms of the parties' Stipulation for Entry of Judgment are approved and incorporated herein as terms of this Court's Judgment.
- (iii) ROBINS FCU is the prevailing party in this Adversary.
- (iv) MOREYS shall pay to ROBINS FCU the sum of \$15,948.70 representing \$12,201.77 principal, \$3,454.00 in attorney fees, and \$293.00 in costs, consisting of consecutive monthly payments in the amount of \$200.00. The first monthly payment shall commence on April 15, 2014, and monthly payments shall be due on or before the 15th of each month thereafter. Payment shall continue until the entire debt is paid in full.
- (v) Payment shall be mailed directly to ROBINS FCU at 803 Watson Blvd., Warner Robins, GA 31093 ATTN: Mike Harbuck. Any payment not received within seven (7) days of its due date shall constitute a default under this Judgment. Time is of the essence.
- (vi) In the event of a default by MOREYS, ROBINS FCU is entitled to seek all of its state court remedies without further order or permission of the U.S. Bankruptcy Court, after serving an affidavit of default upon MOREYS at their last known mailing address. Such remedies may include, but shall not be limited to, immediate execution of this Judgment and, if further legal action is required, the recovery of costs, which shall include attorney fees, and pre-judgment and post-judgment interest at the rate of eighteen percent (18%) or the maximum rate then-available under Florida law.

DONE, ORDERED, AND ADJUDGED.

Dated: April 24, 2014


WILLIAM S. SHULMAN
U.S. BANKRUPTCY JUDGE

(Signatures below)

/s/William Morey

WILLIAM MOREY

Date: 4/15/2014

/s/Dina Marie Morey

DINA MARIE MOREY

Date: 4/15/2014

/s/ Amy Logan Sliva

AMY LOGAN SLIVA

313 W. Gregory St.

Pensacola, FL 32502

850-438-6603/F: 850-438-1985

amysliva@cox.net

FL BAR ID# 394793

Attorney for Debtors

ROBIN FEDERAL CREDIT UNION

By: /s/Michael Harbuck

MICHAEL HARBUCK

Collections Manager

Date:4/23/2014

/s/Ashley B. Rogers

ASHLEY B. ROGERS

Chesser & Barr, P.A.

398 N. Main St., Ste. B

Crestview, FL 32536

850-683-9945/F: 850-398-6911

rogers@chesserbarr.com

FL BAR ID# 0033315

Attorney for Creditor