Judgment Book 3, Page 00186

1 UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF FLORIDA 2 PENSACOLA DIVISION 3 IN RE: 4 MICHAEL PATRICK O'DONNELL, BK CASE NO. 10-31717-LMK 5 Debtor, CHAPTER 7 JUDGE WILLIAM S. SHULMAN 6 7 FIA CARD SERVICES, N.A. (F.K.A. MBNA 8 AMERICA BANK, N.A.) 9 Plaintiff, Adv. Pro. No. 10-03051-WSS 10 v. 11 MICHAEL PATRICK O'DONNELL, 12 Defendant. 13 14 SATISFACTION OF JUDGMENT 15 16 Judgment was rendered in favor of the above-named Plaintiff FIA CARD SERVICES, 17 N.A. (F.K.A. MBNA AMERICA BANK, N.A.) (the "Plaintiff") and against the above-named 18 Defendant MICHAEL PATRICK O'DONNELL in the above-entitled adversary proceeding, on November 17, 2010, in the sum of \$3,115.00 and for costs and that Plaintiff acknowledges full 19 satisfaction of said judgment, costs and interest and desires to release this judgment entirely. 20 21 /s/Anthony D. Colunga 22 Anthony D. Colunga, SBN 0100202 Attorney for Plaintiff 23 2001 Western Avenue, Suite 400 24 Seattle, WA 98121 Phone: (206) 269-3490 25 Fax: (206) 269-3493 Email: anthonyc@w-legal.com 26 27

copy of the original on file in the office of the Clerk, United States Bankruptcy Court for the Northern District of Florida.

I HEREBY CERTIFY that this is a true and correct

TRACI ABRAMS, Clerk, Bankruptcy Court

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1 **CERTIFICATE OF SERVICE** 2 I, Marcela Noel, hereby certify, under penalty of perjury, I am over the age of 18, not a 3 party to this action, and that on April 20, 2017, I caused to be sent by the Court's CM/ECF 4 Notification to all parties receiving electronic notice and by first-class mail to all other parties a 5 true and correct copy of Plaintiff's Satisfaction of Judgment: 6 7 Debtor **Attorney for Debtor** 8 John Jay Gontarek Michael Patrick O'Donnell 9 155 Bald Eagle Drive John Jay Gontarek, P.A. Santa Rosa Beach, FL 32459 181 N.E. Eglin Parkway 10 Ft. Walton Beach, FL 32548 jodi@gontarek.gccoxmail.com 11 12 **Attorney for U.S. Trustee** U.S. Trustee 13 Jason H. Egan United States Trustee 14 Office of the U.S. Trustee 110 E. Park Avenue 110 E. Park Avenue Suite 128 15 Suite 128 Tallahassee, FL 32301 Tallahassee, FL 32301 USTPRegion21.TL.ECF@usdoj.gov 16 jason.h.egan@usdoj.gov 17 18 19 DATED: April 20, 2017 20 /s/ Marcela Noel 21 Marcela Noel, Legal Assistant to 22 Anthony D. Colunga, SBN 0100202 Attorney for Plaintiff 23 2001 Western Ave, Suite 400 Seattle, WA 98121 24 25

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UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF FLORIDA AT PENSACOLA

In re:	Bankruptcy No. 10-31717-LMK
Michael Patrick O'donnell,	Chapter 7 Judge Lewis M. Killian Jr.
FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.),	ADV. NO. 10-03051-WSS
Plaintiff,	
VS.	
Michael Patrick O'donnell,	
Defendant.	

NONDISCHARGEABLE JUDGMENT

Based upon the Stipulation of the Parties, referenced as document #6, IT IS HEREBY ADJUDGED AND DECREED:

- 1. The sum of \$3,115.00 owed by the Defendant to Plaintiff is found to be nondischargeable and Plaintiff is granted judgment against Defendant in this amount.
- 2. The non-discharged sum of \$3,115.00 shall be paid as follows: the sum of \$125.00 per month for 24 consecutive months, commencing 11/01/2010, and a final payment of \$115.00. The remaining payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

3. Payments are to be made to:

Accounts Receivable

Attn: FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.)

WEINSTEIN & RILEY, P.S.

P.O. Box 3978

Seattle, WA 98124

INCLUDE ACCOUNT NUMBER ON PAYMENTS

Plaintiff or its agents may send monthly bills and invoices as a courtesy reminder to

Defendant.

4. In the event Defendant defaults in payments, Plaintiff shall be entitled to declare the sum of

\$3,115.00, plus any interest, immediately due and payable, together with Plaintiff's

reasonable attorneys' fees and costs incurred.

5. Defendant acknowledges and stipulates that if Defendant fails to make any payment as

agreed, the remaining \$3,115.00, less any payments made, shall bear interest at twelve

percent (12%) per annum until paid or otherwise satisfied. However, no interest will accrue

so long as payments are kept current.

6. Plaintiff will refrain from pursuing its rights under this agreement so long as Defendant

continues to make payment on a regular, timely basis. If Defendant defaults, however,

Plaintiff shall have the right to pursue any legally available remedy, including (but not

limited to) garnishment of wages or bank accounts, and the filing of liens, without further

notice.

7. The parties shall pay their own attorney fees and costs in this matter.

Dated: November 17, 2010

I HEREBY CERTIFY that this is a true and correct copy of the original on file in the office of the Clerk, United States Bankruptcy Court for the Northern District of Florida.

TRACI ABRAMS, Clerk, Bankruptcy Court

By Carolyn Komine

Furnished copies to:

Kenneth S. Jannette 0062211 Weinstein & Riley, P.S 14 Penn Plaza, Suite 1300 New York, NY 10122 800-206-7410

Trustee
Sherry Chancellor
Law Office of Sherry F. Chancellor
619 West Chase St.
Pensacola, FL 32502

U.S. Trustee
United States Trustee
110 E. Park Avenue, Suite 128
Tallahassee, FL 32301

WILLIAM S. SHULMAN U.S. BANKRUPTCY JUDGE

Shulman

John Jay Gontarek Attorney At Law 181 Ne Eglin Parkway Ft Walton Beach, FL 32548

Michael Patrick O'Donnell 155 Bald Eagle Drive Santa Rosa Beach, FL 32459