

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

JB Vol 13
1372

In Re:

TERRY L. HENRY,

Debtor.

Chapter 7

Case No. 03-25342-PMG

DOROTHY B. MAYES, AS GUARDIAN
OF CLARENCE M. BYNUM,

Plaintiff,

vs.

Adv. Proc. No. 04-134

TERRY L. HENRY,

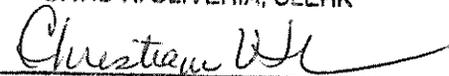
Defendant.

**FINAL JUDGMENT OF NON-DISCHARGEABILITY
PURSUANT TO COMPROMISE OF CONTROVERSY**

This case came on for consideration of the "Joint Motion to Compromise Controversy" (the "Motion") filed by Terry Henry (the "Debtor") and Dorothy B. Mayes, as Guardian of Clarence M. Bynum ("Mayes"), together referred to as the "Parties." The Motion was filed in the main bankruptcy case, and notice to all creditors in this case was provided, together with an opportunity to object in a manner consistent with Local Rule 2002-4, and the Court takes note that no objection was timely filed in opposition to the relief requested therein. Accordingly, the Court deems the Motion to be unopposed.

The Court, having reviewed the Motion and the complaint initiating this adversary proceeding (the "Complaint"), finds the compromise set forth therein to be in the best interest of the Debtor, Mayes, Clarence M. Bynum (the "Ward"), and any other parties in interest affected

I CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.
UNITED STATES BANKRUPTCY COURT
DAVID K. OLIVERIA, CLERK



Deputy Clerk

by the continued pendency of this adversary proceeding. The Court's entry of this agreed judgment (this "Judgment") is therefore appropriate in all respects. Accordingly, it is ordered that:

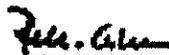
1. The Motion is granted.
2. This Judgment of non-dischargeability is hereby granted in favor of Mayes and against the Debtor on all counts of the Complaint, in the total amount of \$75,000, for which let execution issue, subject only to the terms and conditions of the Motion incorporated herein.
3. The compromise set forth in the Motion is approved, and the Parties are hereby authorized and directed to perform pursuant to the following express terms and conditions:
 - a. The Parties agree that the Debtor continues to dispute Mayes's contention that the Claim is non-dischargeable, but is prepared to submit to this Judgment for purposes of effectuating compromise.
 - b. This Judgment will bear interest and will have other attributes of a judgment for judgment lien perfection, enforcement, and other purposes in a manner consistent with Florida law.
 - c. This Judgment shall be immediately enforceable, it being understood and agreed upon by and between the Parties that there is no agreement regarding the terms of repayment of this Judgment.
 - d. The Parties agree that the performance of the foregoing terms and conditions shall operate to release each of the Parties from any further obligation raised or that could have been raised in the context of the Adversary Proceeding, the "Civil Proceeding" (as more fully described in the Motion), or otherwise.

- e. The Debtor expressly acknowledges that he possesses no counterclaims, setoff rights, or other claims against Mayes, the Ward, or any employee, attorney, or agent associates with or acting on behalf of either of them.
- f. Upon entry of this Judgment, and subject to its becoming final and non-appealable, and without prejudice to the validity, enforceability, and amount of the same, the Civil Proceeding will be consensually dismissed, it being understood that all claims asserted or assertable by Mayes and the Ward against the Debtor will have been fully adjudicated; and
- g. Each of the Parties will bear their respective attorneys' fees and costs to date, and shall not seek recovery of attorneys' fees or costs through the date of entry of this Judgment; however, this does not mean that the rights of counsel of record to recover their fees and reimbursement for their costs is in any way impacted by the entry of this Judgment.

4. The Court will retain jurisdiction of this adversary proceeding to enter orders or judgments as contemplated in the Motion.

October 20, 2005

DONE and, ORDERED in Tampa, Florida on _____.



PAUL M. GLENN
Chief, United States Bankruptcy Judge

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