

JB VOL 16
#2381

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION

In re

Matthew and Carla Padella

CHAPTER 7

CASE NO. 9:08-bk-10751-ALP

Debtor(s)

_____/

SUNCOAST SCHOOLS FEDERAL CREDIT UNION

Plaintiff

Vs

Ad Proceeding 08-554

Matthew Padella

Defendant

_____ /

FINAL JUDGMENT BY CONSENT

THIS CAUSE came on for Final Evidentiary Hearing on June 3, 2009 for the Court to consider the Complaint filed by SUNCOAST SCHOOLS FEDERAL CREDIT UNION ("Plaintiff"). At the hearing Counsel for each of the parties and their respective clients appeared. The parties announced they had reached a settlement of the above referenced adversary proceeding. The Settlement was then dictated on the record and approved by the parties. In light of the agreement, and for the reasons stated orally and recorded in open court, which shall constitute the decision of this Court, it is

ORDERED as follows:

1. The parties Settlement of the Complaint to Determine Dischargeability is Approved and the Court enters its Judgment in the proceeding.
2. A Final Judgment is entered in favor or Plaintiff SUNCOAST SCHOOLS

FEDERAL CREDIT UNION and against Defendant Matthew Padella in the amount of \$12,000.

3. This Judgment is determined to be non dischargeable and will survive the general order of discharge, as may be entered in this case at a future date, or in any other case.

4. The Judgment shall not bear interest, costs, or attorneys except in the event of a default declared by the Plaintiff. If a default is declared, interest shall then commence at the Federal Rate in effect on the date default is declared.

5. The Judgment shall not be subject to recordation or execution except following default. If a default is declared then a certified copy of this Judgment may be obtained and recorded in the Public Records of this State or any other location as may give need for enforcement in any court of competent jurisdiction.

6. Defendant shall be considered in compliance with this Judgment so long as the following conditions are met.

a. Debtor complies with all of the requirements of the chapter 13 payment Plan inasmuch as Plaintiff has agreed to accept whatever distributions are made during the life of the 36 month plan.

b. Upon completion of the 36 month Plan or if the Plan should terminate earlier than 36 months (no plan shall run longer than 36 months), or should the case be dismissed or converted, then upon the next month following such event, the Defendant's payment schedule shall commence on the 15th day of the month with 10 days grace period:

i. Defendant shall pay Plaintiff the sum of \$100 per month in months 1 - 12 (with month 1 being the first month after one of the completion or ending conditions specified in subparagraph 6b above)

ii. Defendant shall pay Plaintiff the sum of \$200 per month in months

13 - 24 (with month 13 being the 13th month after one of the completion or ending conditions specified in subparagraph 6b above)

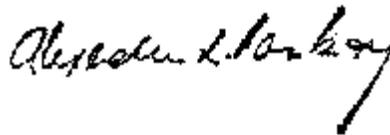
iii. Defendant shall pay Plaintiff the sum of \$300 per month in months 25 - through completion of payment of all amounts due under this Judgment (with month 25 being the 25th month after one of the completion or ending conditions specified in subparagraph 6b above)

7. All such payments made pursuant to the paragraphs 6a and 6b shall be applied to principal and interest shall only begin to accrue in the event of a payment default.

8. All such payments shall be made to the following address:

SSFCU
Mail Code 002
P.O. Box 11904
Tampa, FL 33680

DONE and ORDERED at Tampa, Florida on June 25, 2009.



Alexander L. Paskay
United States Bankruptcy Judge

Copies Furnished To:

Larry Foyle, P.O. Box 800, Tampa, FL 33601-0800, Attorney for Creditor
Matthew Padella, 18558 Wisteria Road, Ft. Myers, FL 33967
Charles Phoenix, Esq. 12800 University Dr, Suite 260, Ft Myers, FL 33907
Jon Waage, Trustee, P.O. Box 25001, Bradenton, FL 34206-5001
SUNCOAST SCHOOLS FEDERAL CREDIT UNION, P.O. Box 11904, Tampa, FL 33680