

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

IN RE:

CASE No: 6:11-bk-13132-KSJ

JENNIFER DAVIS CUNNINGHAM
and SCOTT BRADLEY CUNNINGHAM,

(Chapter 13)

Debtors.

FINAL JUDGMENT

THIS CAUSE came on for consideration on December 13, 2011, for entry of a Final Judgment in the above captioned matter. The Court has considered the record and finds that the parties entered into a Stipulation (Doc # 53), thereby consenting to the entry of a Final Judgment under certain conditions set forth in the Stipulation. This Court is satisfied that the Stipulation is fair, therefore, it is appropriate to approve same and, based on the Stipulation, enter a Final Judgment by consent in favor of FIRSTAGAIN, LLC ("FirstAgain"), and against the debtors. Accordingly, it is

ORDERED, ADJUDGED AND DECREED that Final Judgment be, and the same is hereby, entered in favor of FirstAgain and against the debtors, JENNIFER and SCOTT CUNNINGHAM in the amount of \$50,000.00 and this debt being owed by the Cunninghams to FirstAgain is hereby declared to be non-dischargeable pursuant to 11 U.S.C. §523(a)(2)(A) and (a)(2)(B). It is further

ORDERED, ADJUDGED AND DECREED that pursuant to the Stipulation, the Cunninghams shall pay to FirstAgain the total sum of \$50,000.00 ("Judgment Amount"), with the first installment payment of \$5,000.00 being due on the first day (the 1st) of the month following the date of the Cunninghams' discharge under any Chapter is entered.

Thereafter, the Cunninghams are to make monthly installment payments, as delineated below for sixty (60) consecutive months. The first installment payment shall be due on the first day (the 1st) of the second month following the date of the Cunninghams' discharge - under any Chapter - - is entered, and payments shall continue and be due on the first day of each consecutive month thereafter until the Judgment Amount is paid in full. The payment schedule will be as follows:

\$500.00 for 12 consecutive months, followed by

\$600.00 for 12 consecutive months, followed by

\$700.00 for 12 consecutive months, followed by

\$975.00 for 24 consecutive months.

The Cunninghams guarantee all payments recited herein. In furtherance of this Final Judgment and the installment payments required herein (with a "default" including any dismissal of this action prior to discharge), the Cunninghams agree that in the event of a default of any single payment set forth herein, the full outstanding indebtedness of \$50,000.00, subtracted by any payments already made pursuant to this Agreement (the "Default Amounts"), shall be accelerated and due and owing upon said default, and that FirstAgain, **without notice**, shall be entitled to entry of an Order of Execution for the Default Amounts, upon the filing of an affidavit by its counsel of record, evidencing the default, and shall be further entitled to an award of reasonable attorney's fees and costs incurred as a result of default.

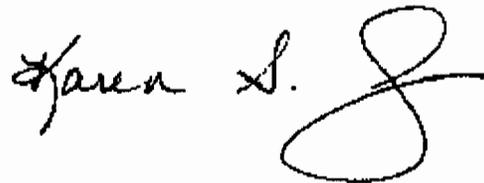
It is further ORDERED, ADJUDGED AND DECREED that FirstAgain shall not take any steps to collect the debt declared to be non-dischargeable by obtaining a Writ of Execution or a Writ of Replevin or levy on any properties of the Cunninghams as long as the Cunninghams comply with the repayment terms set forth in the Stipulation.

It is further ORDERED, ADJUDGED AND DECREED that FirstAgain shall give a Satisfaction of Judgment to the Cunninghams upon the completion of the entire payment required by the Stipulation.

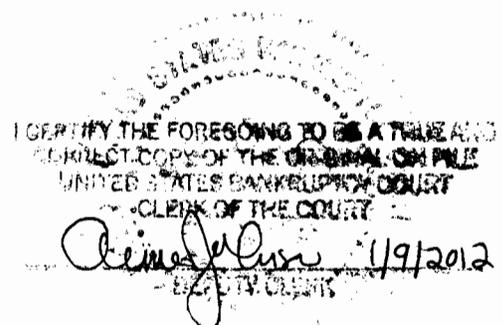
It is further ORDERED, ADJUDGED AND DECREED that in the event the Cunninghams default on the repayment terms (including a dismissal of this action), FirstAgain is authorized to proceed to enforce the Judgment pursuant to the provisions of the applicable law, for which let execution issue.

It is further ORDERED, ADJUDGED AND DECREED that FirstAgain retains the right to receive its pro rata distribution on its allowed claim under the Defendants' Chapter 13 Plan based upon the full amounts of its claim(s) and its claim(s) will not be reduced or affected by this Stipulation.

DONE AND ORDERED in Orlando, Florida, on January 9, 2012.



KAREN S. JENNEMANN
CHIEF U.S. BANKRUPTCY JUDGE



I CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE
UNITED STATES BANKRUPTCY COURT
CLERK OF THE COURT
Aimee J. Lusk 1/9/2012

Copies Furnished to:

Andrew C. Baron, Esquire
Law Office of Andrew Baron
1803 East Kaley Street
Orlando, Florida 32806

Ronnie J. Bitman, Esquire
Powell & Pearson LLP
399 Carolina Avenue, Suite 100
Winter Park, Florida 32789

Laurie K Weatherford, Trustee
PO Box 3450
Winter Park, Florida 32790

US Trustee – ORL7
135 W. Central Blvd Ste 620
Orlando, Florida 32801