

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

Denny C. Rosenow,

Debtor,

Bankruptcy Petition No. 6:07-bk-06402-ABB

Deborah L. Rosenow,

Joint Debtor,

Adv. Case No. 6:08-ap-00037-ABB

_____/

GENERAL CONSTRUCTION
ASSOCIATES, INC.,
a Florida corporation and
ARJAY INVESTMENTS, INC.,
a Florida Corporation,

Plaintiffs,

vs.

DENNY C. ROSENOW and
DEBORAH L. ROSENOW

Defendants.

_____ /

FINAL JUDGMENT

THIS CAUSE having come before the Court on the attached Affidavit of Indebtedness, and the Court having reviewed the pleadings, and being otherwise fully advised in the premises the Court finds that:

1. On March 27, 2009, this Court determined that the Debtors/Defendants, DENNY C. ROSENOW and DEBORAH L. ROSENOW were deemed jointly and severably liable for the indebtedness to the Plaintiffs, GENERAL CONSTRUCTION ASSOCIATES, INC. and ARJAY INVESTMENTS, INC. in the total amount of Fifty Thousand Dollars (\$50,000.00).

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2. This Court's Order (Docket Number 34) dated March 27, 2009 set forth that said amount was obtained by Debtors/Defendants through fraud and therefore the debt was determined to be non-dischargeable pursuant to 11 U.S.C. §523(a).

3. Debtors/Defendants were ordered by this Court to pay Plaintiffs the total sum of Fifty Thousand Dollars (\$50,000.00) in accordance with a payment schedule and Settlement Stipulation as set forth in the March 27, 2009 Order.

4. This Court further ordered that if Debtors/Defendants defaulted in any payment obligations, the Plaintiffs shall be entitled to an immediate ex-parte judgment for the principal amount of Fifty Thousand Dollars (\$50,000.00), less any payments made, plus interest at the rate of 18 percent per annum from the date of the default.

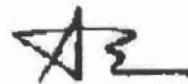
5. As evidenced by the Plaintiffs' Affidavits of Indebtedness, Defendants, DENNY C. ROSENOW and DEBORAH L. ROSENOW, defaulted on their payment obligations on or about March, 2011.

IT IS ORDERED as follows:

6. A Final Judgment is hereby entered in favor of the Plaintiffs, GENERAL CONSTRUCTION ASSOCIATES, INC. and ARJAY INVESTMENTS, INC., whose address is 7212 Greenville Court, Orlando, FL 32819-4733, for Fifty Thousand Dollars and 00/100 (\$50,000.00), less payments made in the amount of Eleven Thousand Five Hundred Dollars \$11,500.00, for a **total judgment of Thirty Eight Thousand Five Hundred Dollars (\$38,500.00), plus interest at the rate of 18% per annum as of March, 2011.**

7. The Court shall maintain jurisdiction over the parties and the subject matter for enforcement of this Judgment.

DONE AND ORDERED on July 20, 2011.



ARTHUR B. BRISKMAN
United States Bankruptcy Judge

Copies to:

Plaintiffs' Attorney: Brian Michael Mark, Esq., 100 Church St., Kissimmee, FL 34741
Defendants: Denny C. Rosenow and Deborah L. Rosenow, 11000 N. Em En El Grove Road, Umatilla,
Florida 32784

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DENNY C. ROSENOW and
DEBORAH L. ROSENOW

Defendants.

AFFIDAVIT OF INDEBTEDNESS

STATE OF FLORIDA

COUNTY OF OSCEOLA

On this day personally appeared before me, the undersigned, ROBERT J. FOGLIA, who after first being duly sworn, deposes and states:

1. My name is ROBERT J. FOGLIA and I am over the age of eighteen (18) and I have personal knowledge of the facts contained herein.
2. I am the owner/sole director of the Plaintiffs, General Construction Associates, Inc. and Arjay Investments, Inc.

3. Debtors/Defendants, Denny C. Rosenow and Deborah L. Rosenow, and Plaintiffs, General Construction Associates, Inc. and Arjay Investments, Inc., entered into a Settlement Stipulation (Docket Number 32) on March, 18, 2009.

4. On March 27, 2009, the Honorable Arthur B. Briskman entered an Order of Determination of Non-Dischargeability Pursuant to 11 U.S.C. Section 523 and Approval of Joint Stipulation as to Monetary Damages (Docket Number 34) pursuant to the parties Settlement Stipulation.

5. Pursuant to the March 27, 2009 Order, Debtors/Defendants, Denny C. Rosenow and Deborah L. Rosenow were found to be jointly and severly indebted to the Plaintiffs, General Construction and Arjay in the total amount of Fifty Thousand Dollars and 00/100 (\$50,000.00).

6. It was further ordered that if Debtors/Defendants, Denny C. Rosenow and Deborah L. Rosenow, default in any payment obligations pursuant to Paragraph 2 of the Settlement Stipulation between the parties, the Plaintiffs shall be entitled to an immediate *ex parte* judgment in the principal amount of Fifty Thousand Dollars and 00/100 (\$50,000.00), less any payments made pursuant to the stipulation, plus interest on the balance at the rate of 18% per annum from the date of the default.

7. Debtors/Defendants, Denny C. Rosenow and Deborah L. Rosenow, have failed or refused to make any payments as of March 10, 2011 and are in default of their payment obligations to Plaintiffs.

8. Total owed to Plaintiffs, General Construction Associates, Inc. and Arjay Investments, Inc., is Fifty Thousand Dollars (\$50,000.00), less payments

received in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00),
for an outstanding balance of **Thirty Eight Thousand Five Hundred Dollars**
(\$38,500.00) plus interest at the rate of 18% per annum as of March, 2011.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 15th day of July, 2011.



ROBERT J. FOGLIA

Sworn to and subscribed before me on this 15 day of
July, 2011, by ROBERT J. FOGLIA, who is personally known
to me or who produced _____ as
identification and has sworn, under oath, that the facts contained in this Affidavit
of Indebtedness are true and correct to the best of his knowledge and belief



Notary Public, State of Florida at Large
My Commission No.:
My Commission Expires:

