

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

In Re:

OSCAR A. VILLA  
ROCIO ACOSTA-VILLA

Debtor(s)

\_\_\_\_\_ /

SUNCOAST SCHOOLS FEDERAL  
CREDIT UNION

Plaintiff

V.

OSCAR A. VILLA  
ROCIO ACOSTA-VILLA

Defendants

\_\_\_\_\_ /

CASE NO. 8:11-BK-16110-CED  
CHAPTER 13

ADV PROC NO. 8:11-ap-01278-  
CED

JB Vol. 16 #2349

**FINAL JUDGMENT ON STIPULATION WITH RESPECT TO  
DEBT TO SUNCOAST SCHOOLS FEDERAL CREDIT UNION**

THIS CAUSE came on for consideration by agreement for the parties, pursuant to Complaint (D.E.NO. 1) by Plaintiff SUNCOAST SCHOOLS FEDERAL CREDIT UNION against Defendants OSCAR A. VILLA and ROCIO ACOSTA-VILLA.

Accordingly, it is hereby

**ORDERED:**

1. The Stipulation on Judgment with Respect to Debt to Suncoast Schools Federal Credit Union (D.E. 5), resolving all pending matters that are at issue in this adversary proceeding is hereby granted.

2. Plaintiff filed an adversary proceeding against Defendants, on November 21, 2011 challenging this dischargability of debts incurred from May 25, 2011 through July 13, 2011 by cash advance or luxury purchase against a credit line extended by the Plaintiff.

3. Plaintiff possesses a valid claim against Defendants, OSCAR A. VILLA and ROCIO ACOSTA-VILLA's actions, for debts incurred at the expense of Plaintiff that are likely to be an exception to discharge in this bankruptcy action under 11 U.S.C. § 523, on the basis of money loaned in the amount of \$2,974.84.

4. Defendants consent to judgment in the sum of \$2,974.84 plus the applicable attorney's fees and costs of Plaintiff in prosecuting this matter in the amount of \$1,293.00 for a sum of FOUR THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS \$4,267.84 as an exception to discharge.

5. Defendants agree to make payments on this amount the first of each month in the amount of \$200 after the bankruptcy stay no longer applies to this non-dischargeable debt, for any reason, including but not limited to entry of an order of discharge, until such time as the non-discharged debt is satisfied. Should a discharge not be entered, the entire debt on this account is assessable against the Defendants and this agreement does not operate to diminish the amounts owed to the Plaintiff as to this account.

6. Defendants shall be entitled to a five (5) calendar day notice to cure any deficiency in Defendants' account prior to being in default during the repayment period. Notice shall be provided to both the Defendants and the undersigned counsel for Defendants, by US first class mail. In the event that Defendants do not timely cure the missed payment, Plaintiff will accelerate all amounts due and the remaining balance will be immediately due and payable to the

Plaintiff, and the contractual interest bearing on the non-discharged portion of the account will be reinstated as due and owing. If Default occurs, Plaintiff may exercise its state court remedies as to the non-dischargeable debt.

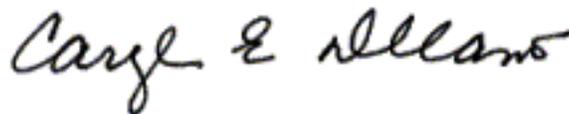
7. Payment by Defendants shall be made to Plaintiff at the following mailing address unless amended in writing and notice given to Defendants:

SUNCOAST SCHOOL FEDERAL CREDIT UNION  
ATTN: COL002  
P.O. Box 11904  
Tampa, Florida 33680

8. Notice to the Defendants and their undersigned counsel shall be mailed by US first class mail to:

OSCAR A. VILLA and ROCIO ACOSTA-VILLA  
c/o Charles T. Stohlman, Esq.  
120 East Pine Street, Suite 7  
Lakeland, FL 33801

DONE AND ORDERED on April 27, 2012.



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Caryl Delano  
United States Bankruptcy Judge

**Copies furnished to:**

OSCAR A. VILLA  
431 OPAL AVE  
AUBURNDALE, FL 33823

ROCIO ACOSTA-VILLA  
431 OPAL AVE  
AUBURNDALE, FL 33823

CHARLES T. STOHLMAN, ESQUIRE  
901 W. HILLSBOROUGH AVENUE  
TAMPA, FL 33603

TERRY E. SMITH, TRUSTEE  
P.O. BOX 6099  
SUN CITY CENTER, FL 33571

SUNCOAST SCHOOLS FEDERAL CREDIT UNION  
c/o Daniel C. Consuegra, Esquire  
9204 King Palm Drive  
Tampa, FL 33619-1328