

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

In Re:

Wade M. Berner,

Case No. 9-05-bk-25685-ALP

Debtor.

\_\_\_\_\_  
Catherine A. Lough,

**J.B. Vol. 13, #1578**

Plaintiff,

v.

Adversary Proceeding No. 9-06-ap-74-ALP

Wade M. Berner,

Defendant.  
\_\_\_\_\_

**AGREED FINAL JUDGMENT OF NON-DISCHARGEABILITY**

THIS CAUSE came on for consideration by the Court upon the parties Agreed Motion for Entry of Final Judgment of Non-Dischargeability (the "Motion"), filed on behalf of Catherine A. Lough (the "Lough") and Wade M. Berner (the "Debtor"), on or about February 12, 2007, pursuant to the Motion, Lough and the Debtor seek approval of the Motion and the entry of a judgment by the Court in Lough's favor and against the Debtor granting the relief sought by Lough.

This Adversary Proceeding was initiated on or about February 2, 2006, by Lough's filing of an adversary complaint (the "Complaint"), seeking adjudication that Lough's claim against the Debtor in the amount of \$32,450, as of the Debtor's petition date, (the "Claim") is non-dischargeable pursuant to Bankruptcy Code §523(a)(2)(B).

The Court has considered the merits of the Complaint, all other materials of record in this cause, and representations of counsel. For reasons more fully set forth herein, the Court finds that the Motion is well taken, and that this Final Judgment of Non-Dischargeability (this "Final Judgment") should be entered upon consideration of the Motion.

Accordingly, it is

**ORDERED, ADJUDGED and DECREED** as follows:

This Final Judgment is hereby entered in favor of Lough and against the Debtor, with respect to the Complaint, to the extent that the same seeks a determination as to the amount of the Claim and as to the non-dischargeability of the same.

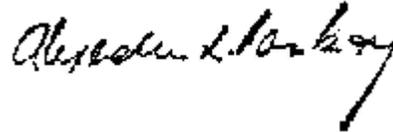
1. The child support arrearage of \$11,229 determined in the Marion County Superior Court, Indiana, with a caption of Lough vs. Berner, Case No. 49D04-9310-DR-1750 is not dischargeable and will continue to accrue interest on any outstanding balance at the rate of 8% per year until paid in full.

2. The attorneys fees incurred by Plaintiff to her attorney's, Mark Glazier, as assumed by Plaintiff and to Timothy L. Stewart are non-dischargeable as additional support in the amount of \$8,000 which shall accrue interest at the rate of 8% per annum from entry of this judgment. The balance of any and all attorneys' fees incurred by Plaintiff to Timothy L. Stewart and Mark Glazer pre-petition shall be dischargeable debt.

3. The parties in this action shall each be responsible for their own attorneys' fees and costs.

4. This Court hereby reserves jurisdiction to enforce this Final Judgment, for which let execution issue.

**DONE AND ORDERED** in chambers, at Ft. Myers, Florida, this  
February 16, 2007.

A handwritten signature in black ink, appearing to read "Alexander L. Paskay", written over a horizontal line.

**The Honorable Alexander L. Paskay**  
**U.S. Bankruptcy Judge**

Copies furnished to:

Maureen A. Vitucci, GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, PO Box 3068,  
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