

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA – ORLANDO DIVISION**

IN RE:	:	CASE NO.: 6:10-BK-08443-KSJ
SURUJNAUTH T. BHARRAT and LILAWATTI BHARRAT a/k/a LILA BHARRAT:	:	
Debtors,	:	CHAPTER 7
ERICKA SIPP, TAI KIMBLE, GAIL MORGAN, BERNETTA OLIVER, MAMIE PONDER, MARSHALENE THOMPSON, TANYA WILSON: LATONYA BROOKS, LILLIE BIAS, TOMIEKA CARR-HUGHLEY, SHANA CRUICKSHANK, LASHAWNA EDWARDS, BRITTANY FLOYD, DOROTHY GREEN, TAMIKA HENRY, VONTRESS HOOKS, IESHA WILLIAMS, YOLANA JOHNSON, LORENZO LAWS, LILLIE LOCKLEY, RUSSELL LOVETT, SHARON MARTIN, SHERRY McDUFFIE, DENISE MURPHY, CLESHA PINCKNEY, CYNTHIA PRESTON, LANIERS REID, MAE RIDLEY, VERONICA RILEY, ANITA ROBINSON, SALLY ROBINSON, CLARENCE RODGERS, CASHELL STEWART, KAYONDA WATERS, and FELICIA WHITE,	:	ADV. PROC. NO.: 6:10-ap-00218-KSJ
Plaintiffs,	:	
v.	:	
SURUJNAUTH T. BHARRAT and LILAWATTI BHARRAT a/k/a LILA BHARRAT:	:	
Defendants.	:	

FINAL JUDGMENT BY CONSENT

THIS CAUSE came on for consideration for entry of a Final Judgment in the above captioned adversary proceeding. The Court has considered the record and finds that the Debtors entered into a Stipulation to Final Judgment in the Settlement of Adversary Proceeding with Plaintiffs (Doc. No. 19), thereby consenting to the entry of Final Judgment under certain conditions

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set forth in the Joint Stipulation. This Court is satisfied that the Joint Stipulation is fair, therefore, it is appropriate to approve same and, based upon the Stipulation, enter a Final Judgment by consent in favor of each named Plaintiff and Plaintiffs' counsel, and against each Debtor.

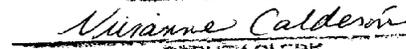
ACCORDINGLY, it is **ORDERED, ADJUDGED and DECREED,**

1. That the Stipulation for Final Judgment (Exhibit A) attached hereto is APPROVED;
2. That Final Judgment is hereby granted on the Adversary Complaint in favor of each named Plaintiff in the amount specified for each Plaintiff pursuant to the Stipulation, paragraph 2, Exhibit A, and against SURUJNAUTH T. BHARRAT and LILAWATTI BHARRAT in the total amount of \$11, 573. 00, plus interest, and in favor of Plaintiffs' Counsel in the total amount of \$15, 942.98, plus interest, ^{which shall accrue at the rate of 0.10 % per annum,} for which let execution issue;
3. That the debt owed by the Debtors to the Plaintiffs in the sum of \$11, 573. 00 and to Plaintiffs' counsel in the sum of \$15, 942.98 is hereby declared to be non-dischargeable pursuant to 11 U.S.C. § 523(a)(4), 11 U.S.C. § 727(a)(4) and 11 U.S.C. § 727(a)(5);
4. That the Court reserves jurisdiction to enforce the terms of the parties' agreement as set forth in the Stipulation for Consent Final Judgment;
5. That this adversary proceeding be and the same is hereby concluded.

DONE and ORDERED in Orlando, Florida, on August 18, 2011


Hon. Karen S. Jennemann
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


DEPUTY CLERK
8/23/11

Copies furnished to:

Walter J. Snell, Esquire
436 N. Peninsula Drive, Daytona Beach, FL 32118

Surujnauth Bharrat and Liliwatti Bharrat
2133 Korat Lane, Maitland, FL 32751

Marie Henkel, Trustee
3560 South Magnolia Avenue, Orlando, FL 32806

U.S. Trustee, United States Trustee – ORL 7
135 West Central Boulevard, Suite 620, Orlando, FL 32801

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IN RE: : CASE NO.: 6:10-BK-08443-KSJ

SURUJNAUTH T. BHARRAT and :
LILAWATTI BHARRAT a/k/a LILA BHARRAT :
Debtors, :

CHAPTER 7

ERICKA SIPP, TAI KIMBLE, GAIL MORGAN, :
BERNETTA OLIVER, MAMIE PONDER, :
MARSHALENE THOMPSON, IESHA WILLIAMS, :
TANYA WILSON, LILLIE BIAS, LATONYA :
BROOKS, TOMIEKA CARR-HUGHLEY, SHANA :
CRUICKSHANK, LASHAWNA EDWARDS, :
BRITTANY FLOYD, DOROTHY GREEN, :
TAMKA HENRY, VONTRESS HOOKS, :
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ANITA ROBINSON, SALLY ROBINSON, :
CLARENCE RODGERS, CASHELL STEWART, :
KAYONDA WATERS, and FELICIA WHITE, :
Plaintiffs, :

ADV. PROC. NO.: 6:10-ap-00218-KSJ

v. :

SURUJNAUTH T. BHARRAT and :
LILAWATTI BHARRAT a/k/a LILA BHARRAT :
Defendants. :

STIPULATION OF SETTLEMENT AND CONSENT FOR FINAL JUDGMENT

The parties to the above-styled adverse proceeding in bankruptcy tender the following Stipulation of Settlement ("Stipulation") as their final compromise and settlement of all issues between the parties, and hereby move the Court for review, approval and entry of final judgment.

RECITALS

WHEREAS, each party enters this Stipulation freely and voluntarily after obtaining advice of counsel;

WHEREAS, each party to this Stipulation is fully apprised of the facts set forth above, as well as the facts and contentions raised in this adversary proceeding, and in all other aspects of the dispute between or among the parties, whether pled or not, and possibilities of each action and matter described herein;

WHEREAS, each party enters into and executes this Stipulation in order to resolve this adversary proceeding in bankruptcy; to resolve said matter with no further delay; and to resolve said matter amicably;

WHEREAS, each party desires to enter into this Stipulation and to seek the Court's approval of its terms in the form of a consent decree; and

WHEREAS, the facts are these:

A. **SURUJNAUTH T. BHARRAT** and **LILAWATTI BHARRAT** (collectively, "Defendants"), are the sole owners of Five Star of Central Florida, Inc. (hereafter "Five Star"), which owned the real property and improvements known as Daytona Village Apartments, located on Keech Street in Daytona Beach, Florida (hereafter "Daytona Village"). Each named Plaintiff (collectively, "Plaintiffs") is a former resident of Daytona Village.

B. Defendants and owners of Five Star employed themselves as property managers of Daytona Village. Defendants accepted the payment of security deposits from each named Plaintiff or assumed responsibility for transferred deposits from the property's prior owner in accordance with Florida law and held same in a fiduciary capacity subject to Florida Statute Chapter 83, § 83.49 governing the holding and dispersal of said deposits. Due to uninhabitable conditions at Daytona Village and a pending foreclosure upon Five Star, Plaintiffs were forced to relocate. Defendants, as

owners and agents of Five Star, failed to return the security deposits to Plaintiffs after proper demand.

C. On September 7, 2010, Plaintiffs initiated litigation against Five Star for failure to return the security deposits pursuant to Florida Statute § 83.49, as well as for civil conversion, civil theft, and an award of attorney fees and costs in *Ericka Sipp, et. al. v. Five Star of Central Florida, Inc.*, Volusia County, Florida, Circuit Court, Case No. 2010-33080 CICI. Plaintiffs prevailed in that action and were awarded a final judgment for treble damages, attorney fees and costs.

D. Defendants filed for Chapter 7 personal bankruptcy protection on May 17, 2010 seeking discharge of debts including Plaintiffs' security deposits.

E. Plaintiffs then filed this adversary proceeding to determine the security deposits, held in trust by Defendants, are non dischargeable debts pursuant to 11 U.S.C. § 727(a)(4), 11 U.S.C. § 727(a)(5) and 11 U.S.C. § 523(a)(4) and to hold Defendants individually and collectively accountable for the Volusia County Circuit Court Judgment for the return of said security deposits, accrued and accruing interest, and payment of attorney fees and costs as denoted in paragraph C, above.

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby agree to the following:

1. Defendants, individually and collectively, consent to accept liability and assume personal responsibility for the payment of unpaid security deposits due to Plaintiffs as rendered in *Ericka Sipp, et. al. v. Five Star of Central Florida, Inc.*, Volusia Circuit Court Judgment, Case No. 2010-33080 CICI, Exhibit B, exclusive of interest and for the payment of their attorney's fees and costs as rendered, and consent to entry of judgment in

favor of each Plaintiff and Community Legal Services of Mid-Florida, Inc. for the awarded damages.

2. Defendants consent to entry of judgment in the amount equal to awarded damages, jointly and severally, to each Plaintiff for the amount of the unpaid security deposits in the total amount of \$11, 573.00 with interest accruing at 6% interest from the date upon which this agreement is approved by the Court in favor of each named Plaintiff as denoted in the attached Exhibit A, and thereafter as permitted by law. [See, Volusia County Circuit Court Case No. 2010-33080 CICI]. Defendants further consent to a judgment for payment of attorney's fees in the amount of \$14, 856.50 and costs in the amount of \$1, 086.48 to Community Legal Services of Mid-Florida, Inc. with interest accruing at 6% interest from the date upon which this agreement is approved by the Court until paid.

3. Defendants consent to a judgment in amounts equal only to the actual security deposits as reflected in Exhibit A and to attorney's fees and costs with interest accruing as provided in paragraph 2 above. Defendants do not consent to judgment for treble or punitive damages as reflected in the underlying Circuit Court Judgment, Volusia County, Florida, Case No. 2010-33080 CICI, Instrument # 2011-005456, Book 6553, Pages 4231-4235.

4. Plaintiffs agree not to collect the court-awarded treble damages in excess of the actual security deposits against Defendants.

5. Upon execution of this stipulation and consent for final judgment and approval by this Court, Plaintiffs agree to voluntarily dismiss the claims as pled in this adversary proceeding.

6. Upon execution of this stipulation and consent for final judgment and approval by this Court, Plaintiffs withdraw their objection to the issuance of a discharge in the instant bankruptcy as to Plaintiffs claimed debts with the exception of the amounts identified herein.

7. Upon the Court's approval of this Stipulation for Consent Final Judgment, Plaintiffs' adversary proceedings against Defendants shall be dismissed, subject only to continuing jurisdiction to enforce the terms of this Stipulation.

8. If this Stipulation is not approved by the Court, none of the statements contained herein or made in negotiation of same may be used in subsequent proceedings against any party.

9. Except as otherwise set forth herein, each party shall bear their own attorney fees and costs.

10. This Stipulation constitutes the entire agreement between the parties with respect to the subject matter of this adversary proceeding.

11. This Stipulation may not be modified other than by written modification signed by the parties against whom such modification is asserted.

12. If one or more of the provisions in this Stipulation is held to be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

13. This Stipulation may be circulated for signature by facsimile or email transmission. This Stipulation may be executed in one or more counterparts, each of which shall be effective but all of which together shall constitute only one agreement.

Dated: _____

2/14/11

DEFENDANTS:

SURUJNAUTH T. BHARRAT

S. Bharrat

LILAWATTI BHARRAT

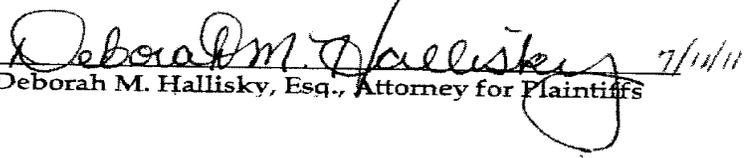
Approved by



Walter J. Snell, Esq., Attorney for Debtors

PLAINTIFFS:

Approved by



Deborah M. Hallisky, Esq., Attorney for Plaintiffs

