

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

In re:

DONALD W. KLINGENSMITH and,  
KATHLEEN M. KLINGENSMITH,

Case No. 8:07-bk-00695-CPM  
Chapter 13

Debtors.

---

PATIO POOLS, INC.,

Plaintiff,

vs.

Adv. Pro. No. 8:07-ap-189-CPM

DONALD W. KLINGENSMITH and  
KATHLEEN M. KLINGENSMITH,

Defendants,

---

**JUDGMENT**

THIS MATTER came before the Court as a result of the Order Granting Motion to Compromise Controversy entered by the Court on August 14, 2008. The Order approves the agreement of the parties including all of the terms of the Settlement Agreement attached thereto. As set forth in the terms of the Settlement Agreement approved by the Court, the Court finds that (1) a Judgment should be entered in favor of Patio Pools, Inc. against Donald W. Klingensmith in the amount of \$50,000.00, with post judgment interest accruing at seven percent (7%) per annum (the "Judgment"); (2) the actions of Donald W. Klingensmith constitute civil conversion and violate Fla. Stat. §§ 772.11; (3) the Judgment, together with any additional amounts pursuant to paragraph 2(d) of the Settlement Agreement, are non-dischargeable under 11 U.S.C. §§523 and 1328; and (4) the entry of the non-dischargeable Judgment in this matter resolves the claims between Patio Pools and Donald Klingensmith in the Civil Case, without any prejudice to Patio

Pools' rights against Kathy Klingensmith, except as expressly set forth in the Settlement Agreement. Accordingly, it is

It is ORDERED AND ADJUDGED:

1. A non-dischargeable Judgment pursuant to 11 U.S.C. §§ 523 and 1328 is entered in favor of PATIO POOLS, INC., whose address is 4118 Gunn Highway, Tampa, Florida 33624, against Defendant, DONALD W. KLINGENSMITH, whose address is 15719 Woodshed Place, Tampa, Florida 33624, in the amount of \$50,000.00, together with interest accruing at seven percent (7%) per annum from the date of this Order forward.
2. Defendant may satisfy the Judgment through all means available to it at law or in equity, subject only to applicable terms and conditions of the Settlement Agreement, if any; and
3. The Clerk shall mark the above-captioned adversary proceeding as CLOSED, subject to the terms and conditions of the Settlement Agreement.

DONE and ORDERED in Tampa, Florida, on September 24, 2008.



CATHERINE PEEK MCEWEN  
U.S. Bankruptcy Judge

Copies to:

Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A.  
Attention: Thomas A. Lash, Esq.  
J. Frazier Carraway, Esq.  
201 E. Kennedy Blvd., Suite 600  
Tampa, Florida 33602

Curran K. Porto, Esq.  
9270 Bay Plaza Blvd., Suite 618  
Tampa, Florida 33619

Donald and Kathleen Klingensmith  
15719 Woodshed Place  
Tampa, FL 33624

The Office of the United States Trustee  
501 E. Polk Street, Suite 1200  
Tampa, Florida 33602

Jon Waage  
P.O. Box 25001  
Bradenton, Florida 34206-5001

e:\patio\klingensmith\bankruptcy - 00695\07-0189\order of judgment 082908.doc  
8/29/08