

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:

JAMES R. LUCAS,  
and SANDRA F. LUCAS

CASE NO. 3:11-bk-05195-PMG  
Chapter 13

Debtors.

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JAMES R. LUCAS,

Plaintiff,

-vs-

ADVERSARY NO. 3:11-AP-00735-PMG

RAINBOW BIRDLAND II f/k/a RALF'S  
RAINBOW BIRD LAND, and SHANE PIET,

Defendants.

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RAINBOW BIRDLAND II f/k/a RALF'S  
RAINBOW BIRD LAND, and SHANE PIET,

Counter-Plaintiffs,

-vs-

JAMES R. LUCAS

Counter-Defendant.

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## **FINAL JUDGMENT**

**THIS ADVERSARY PROCEEDING** is before the Court on the consent of the Plaintiff and Counter-Defendant, James R. Lucas, and the Defendants and Counter-Plaintiffs, Rainbow Birdland II, f/k/a Ralf's Rainbow Bird Land and Shane Piet, through their respective counsel. Having considered the Plaintiff's Complaint to Determine Dischargeability of Debt and the Counter-Plaintiff's Counterclaim and being otherwise fully advised in the premises, it is upon due consideration

### **ORDERED and ADJUDGED:**

1. In full settlement, release and discharge of all claims and counterclaims pending in this adversary proceeding or that could have been asserted in this adversary proceeding, the Plaintiff, James R. Lucas, shall pay to the Counter-Plaintiffs, Rainbow Birdland II, f/k/a Ralf's Rainbow Bird Land and Shane Piet, the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) in monthly installments of One Thousand and 00/100 Dollars (\$1,000.00) per month beginning July 1, 2012, and continuing on the first day of each month until March 1, 2013, at which time the balance of Seven Thousand and 00/100 Dollars (\$7,000.00) shall be paid by the Plaintiff, James R. Lucas, to the Counter-Plaintiffs, Rainbow Birdland II, f/k/a Ralf's Rainbow Bird Land and Shane Piet.

2. The Plaintiff, James R. Lucas, shall have the right to pre-pay the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) or such balance as may exist from time to time on the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00).

3. Upon payment in full of the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), counsel for Counter-Plaintiffs shall file a Notice of Payment in Full and the Counterclaim filed by the Counter-Plaintiffs, Rainbow Birdland II, f/k/a Ralf's Rainbow Bird Land

and Shane Piet, shall be dismissed with prejudice. In addition, upon payment in full of the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), the Counter-Plaintiffs shall file a Notice of Voluntary Dismissal with Prejudice of all claims in the state court action, *Ralf's Rainbow Bird Land and Shane Piet v. James Randy Lucas, in the Third Judicial Circuit, in and for Suwannee County, Florida, Civil Case Number 2007-281-CA.*

4. In the event that the Plaintiff, James R. Lucas, fails to timely make any payment required pursuant to paragraph 1 of this Final Judgment, after a five (5) day grace period, then and that event, the Counter-Plaintiffs, Rainbow Birdland II, f/k/a Ralf's Rainbow Bird Land and Shane Piet, may file an Affidavit of Default with the Court. Ten (10) days following the filing of an Affidavit of Default by the Counter-Plaintiffs if no Counter-Affidavit or appropriate form of Counter-Affidavit has been filed, the Court shall enter a Judgment of Non-Dischargeability as to the indebtedness owed by the Counter-Defendant, James R. Lucas, to the Counter-Plaintiffs, Rainbow Birdland II, f/k/a Ralf's Rainbow Bird Land and Shane Piet, in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) less all payments made by the Counter-Defendant to the Counter-Plaintiffs since August 13, 2009. Interest on the Judgment shall accrue at the legal rate from the date of entry. The Counter-Plaintiff's Affidavit of Default shall set forth an accounting of all payments made to support the amount of recovery sought. Counsel for the parties shall confer to review and agree, if possible, upon this accounting of payments before submission of the Judgment of Non-Dischargeability.

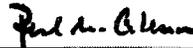
5. A Final Judgment in accordance with shall be entered by the Court against the Counter-Defendant unless the Counter-Defendant shall have responded with a Counter-Affidavit or unsworn declaration under penalty of perjury to the effect that each and every payment required by

paragraph 1 of this Final Judgment has been timely made no later than five (5) days after its due date.

No other form of response shall be entertained.

6. The Court shall retain jurisdiction of this adversary proceeding to enter such further Orders or Judgment as may be appropriate.

Date: June 14, 2012, at Jacksonville, Florida.

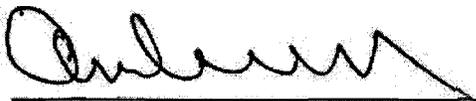


Paul M. Glenn  
United States Bankruptcy Judge

CONSENTED TO:



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RECORDED IN THE US BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA,  
JACKSONVILLE DIVISION  
U.S. VOL. 54 NO. 7586

**Copies Furnished To:**

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