

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re: BERT RUSSELL WREN
a/k/a BERT RUSSELL WREN JR.

Chapter 7 Case No. 8:05-bk-02599-MGW
Judge Michael G. Williamson

GOLD AUTO LEASING, L.L.C.,
Plaintiff,

v.

Adv. Pro. No. 8:05-ap-00266-MGW

BERT RUSSELL WREN
a/k/a BERT RUSSELL WREN JR.,
Defendant.

CONSENT FINAL JUDGMENT

This matter came to be considered by the Court on Plaintiff's Motion for Entry of Consent Final Judgment ("Motion").

Pursuant to the Stipulation for Entry of Judgment ("Stipulation") of the parties filed in this adversary proceeding and the Motion, the Court grants the Motion and hereby enters judgment against the debtor, Bert Russell Wren a/k/a Bert Russell Wren Jr. ("Defendant"), 7621 15th Street, #2C, Sarasota, FL 34243, in favor of the plaintiff, Gold Auto Leasing, L.L.C. ("Plaintiff"), c/o Abel Band et al., 240 S. Pineapple Avenue, 10th Floor, Sarasota, FL 34236, in the amount of \$10,000.00. Pursuant to the Stipulation, this judgment shall not be subject to the discharge entered in favor of the debtor pursuant to Section 727 of the Bankruptcy Code nor shall the judgment be subject to the provisions of Section 524 of the Bankruptcy Code. Furthermore, pursuant to the Stipulation, Plaintiff shall withhold execution on the judgment contingent upon Defendant making payments to Plaintiff in the amount of \$200.00 per month

commencing on November 3, 2005, and continuing on the 3rd day of each month thereafter until the judgment is paid in full. In the event Defendant fails to make a payment within twenty (20) days of the due date, Plaintiff shall thereafter be entitled to execution on its judgment (including the issuance of multiple writs of execution) and interest shall then begin to accrue on the judgment pursuant to the stipulation of the parties. Plaintiff shall also be entitled to recover its attorney's fees and costs in the event it becomes necessary to take action to enforce or otherwise execute on this judgment. The copy of the Stipulation annexed hereto as Exhibit A is hereby incorporated as further terms and conditions of this judgment. **OCT 27 2005**


Michael G. Williamson
United States Bankruptcy Judge

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Office of the United States Trustee
501 E. Polk Street
Tampa, FL 33602

Beth Ann Scharrer, Trustee
PO Box 4550
Seminole, FL 33775-4550

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BERT RUSSELL WREN
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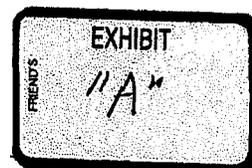
STIPULATION FOR ENTRY OF CONSENT FINAL JUDGMENT

Plaintiff, Gold Auto Leasing, L.L.C. ("Plaintiff"), through its undersigned counsel, and Defendant/Debtor, Bert Russell Wren a/k/a Bert Russell Wren, Jr. ("Defendant"), through his undersigned counsel, enter into this stipulation and agree as follows:

1. Plaintiff filed an action in this Court on May 19, 2005, objecting to the dischargeability of Defendant's obligations to the Plaintiff. Defendant filed a response to Plaintiff's complaint and disputes Plaintiff's claim.

2. In consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the parties have agreed to resolve the disputes between them on the following terms and conditions:

a. In consideration of Plaintiff's agreement to reduce the amount claimed to be non-dischargeable, Defendant stipulates and agrees that Plaintiff shall be entitled to the entry of a consent final judgment ("Judgment") finding that Defendant is indebted to Plaintiff in the



amount of \$10,000.00 and that such indebtedness shall not be discharged pursuant to Section 727 of the Bankruptcy Code nor shall the judgment be subject to the provisions of Section 524 of the Bankruptcy Code.

b. In consideration of the foregoing agreements by Defendant, Plaintiff agrees that it shall not take any action to execute on the Judgment provided that Defendant makes payments to be applied to the Judgment at the rate of \$200.00 per month. The first such payment shall be due on the 3rd day of ~~October~~ ^{Nov 2005}, 2005, and on the 3rd day of each month thereafter until the Judgment is paid in full. Payments shall be made to Plaintiff as follows:

Gold Auto Leasing, L.L.C.
c/o Executive Property Management Group
1991 Main Street, Box 183
Sarasota, FL 34236

c. Defendant shall be in default of this stipulation if any payment due is not made within ten ~~(10)~~ ²⁰ days of the date such payment is due. In the event of a default, Plaintiff's agreement not to execute on the Judgment shall terminate and Plaintiff shall thereafter be entitled to take such action as is appropriate to enforce the balance remaining due on the Judgment pursuant to applicable state law. Plaintiff shall not be required to give notice of default nor be required to allow Defendant to cure any default.

d. Interest shall not accrue on the Judgment unless Defendant should be in default of this Stipulation. In the event of a default, interest shall accrue on the unpaid balance of the Judgment from the date of the default at the rate of seven percent (7%) per annum until such balance (including interest) is paid in full.

e. Nothing herein shall preclude Plaintiff from recording a certified copy of the Judgment in any non-bankruptcy court as it deems necessary to protect its rights with respect to the Judgment. Moreover, Defendant hereby waives any statute of limitations defense of any

state which might limit the ability of Plaintiff to enforce the Judgment and, further, Defendant agrees that Plaintiff shall have 15 years from the date of any default within which to bring an action to enforce the Judgment or otherwise execute or collect on the Judgment.

3. In the event of a default by Defendant, Plaintiff shall also be entitled to recover its attorney's fees and costs incurred in connection with its efforts to execute on or otherwise enforce the Judgment.

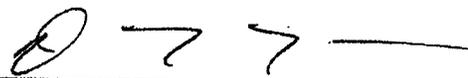
4. This stipulation sets forth the entire agreement of the parties concerning this matter.

This 13th day of ~~September~~ ^{October}, 2005.

This 5 day of ~~September~~ ^{Oct}, 2005.



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