

# United States Bankruptcy Court

FILED VIA MAIL

Eastern District of Virginia JAN - 3 2009

CLERK, U.S. BANKRUPTCY COURT, TAMPA FLORIDA

In re Daniel P. Sykes

Bankruptcy Case No. 90-22239-B

**Debtor**

Cindy D. DeVall

**Plaintiff**

v.

Adversary Proceeding No. 90-2178-B

Daniel P. Sykes

**Defendant**

## CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, clerk of the bankruptcy court of this district do certify that the attached judgment is a true and correct copy of the original judgment entered in the above entitled proceeding on October 26, 1990 (date) as it appears of record in my office, and that:

- No notice of appeal from this judgment has been filed, and no motion of the kind set forth in Federal Rule of Civil Procedure 60, as made applicable by Bankruptcy Rule 9024, has been filed.
- No notice of appeal from this judgment has been filed, and any motions of the kind set forth in Federal Rule of Civil Procedure 60, as made applicable by Bankruptcy Rule 9024, have been disposed of, the latest order disposing of such a motion having been entered on [Date of Entry of Order] (date).
- An appeal was taken from this judgment, and the judgment was affirmed by mandate of the [Name of Appellate Court] (name of court) issued on [Date of Mandate] (date).
- An appeal was taken from this judgment, and the appeal was dismissed by order entered on (w/drawn) December 28, 1990 (date).

919427

WILLIAM C. REDDEN  
Clerk of the Bankruptcy Court

12/26/07  
Date

By: [Signature]  
Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
Norfolk Division

IN RE:

DANIEL P. SYKES,

Debtor.

CASE NO.: 90-22239-B

CINDY D. DeVALL,

Plaintiff,

v.

A.P.N.: 90-2178-B

DANIEL P. SYKES,

Defendant.

*D.*  
*gy*

FINAL JUDGMENT ORDER

CAME the parties on the 2nd day of October, 1990, upon Complaint to Obtain a Determination of Dischargeability of a Debt and the Answer thereto, and after consideration of the evidence, both documentary and oral, and the argument of counsel and the law pertaining thereto, and for good cause shown, it is:

ADJUDGED and ORDERED as follows, to-wit:

1. Cindy D. DeVall and Daniel P. Sykes were married on October 29, 1977.
2. On September 28, 1988, Complainant and Defendant entered into a Stipulation and Agreement pursuant to Title 12, Section 109.1 of the Code of Virginia.

**A TRUE COPY TESTE**  
**William C. Redden, Clerk**  
By *Anna Marie Noble*  
**Deputy Clerk**

JD90 1450

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CROSHAW, SIEGEL,  
BEALE, HAUSER & LEWIS  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ONE COLUMBUS CENTER  
POST OFFICE BOX 61898  
VIRGINIA BEACH, VA 23462  
TELECOPIER (804) 490-2167  
TELEX 887417  
TELEPHONE (804) 490-6000

3. A copy of the aforesaid Stipulation and Agreement is attached hereto and marked Exhibit 1.

4. On June 6, 1989, Complainant was awarded a divorce decree and said Stipulation and Agreement was incorporated into the aforesaid decree.

5. A copy of the divorce decree aforesaid is attached hereto as Exhibit 2.

6. The payments provided for in paragraph 1 of the aforesaid Stipulation are hereby deemed to be in the nature of spousal support and are not discharged in this bankruptcy case. The amount of the indebtedness aforesaid is \$52,004.00. Judgment is hereby granted in favor of Plaintiff and against Defendant in the amount of \$52,004.00.

7. The covenants and agreement contained in paragraph 3 relating to joint indebtednesses are deemed to be in the nature of property settlement and are discharged in this bankruptcy case.

8. The indebtednesses for attorney's fees provided for in paragraph 12 of the aforesaid Stipulation are deemed to be in the nature of spousal support and are not discharged in this bankruptcy. Defendant is indebted to Plaintiff in the amount of \$1,555.00 on account of attorney's fees incurred by Plaintiff to Judith Dockery, her domestic counsel, and \$2,349.00 on account of attorney's fees incurred to Jonathan L. Hauser, her bankruptcy counsel for services rendered through August 30, 1990. Judgment is hereby granted in favor of Plaintiff and against Defendant in the amount of \$3,904.00.

CROSHAW, SIEGEL,

BEALE, HAUSER & LEWIS  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

ONE COLUMBUS CENTER  
POST OFFICE BOX 61888  
VIRGINIA BEACH, VA 23462

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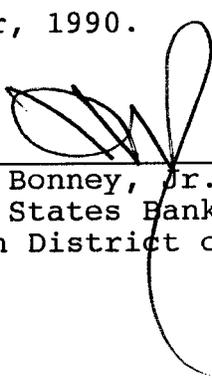
TELEX 887417

TELEPHONE (804) 490-6000

Any fees incurred by Plaintiff subsequent to August 30, 1990, may be determined by another Court of competent jurisdiction.

IT IS FURTHER ORDERED that a copy of this Order be transmitted to Jonathan L. Hauser, Esquire, Post Office Box 61888, Virginia Beach, Virginia 23462; Tom C. Smith, Esquire, Post Office Box 1506, Virginia Beach, Virginia 23451; and Debera F. Conlon, Esquire, Office of the United States Trustee, Room 433, Federal Building, 200 Granby Mall, Norfolk, Virginia 23510.

ENTER: This 22 day of October, 1990.

  
\_\_\_\_\_  
Hal J. Bonney, Jr., Judge  
United States Bankruptcy Court  
Eastern District of Virginia

AT: Norfolk, Virginia

OBJECTED TO AS TO PARAGRAPH 7:

NOTICE OF JUDGMENT OR ORDER  
Entered on docket  
OCT 26 1990 

  
\_\_\_\_\_  
Jonathan L. Hauser, Counsel for  
Plaintiff

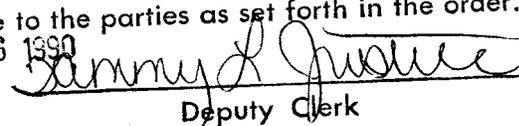
OBJECTED TO AS TO PARAGRAPHS 6 AND 8:

  
\_\_\_\_\_  
Tom C. Smith, Counsel for  
Daniel P. Sykes

CERTIFICATE OF MAILING

The undersigned deputy clerk of the United States Bankruptcy Court for the Eastern District of Virginia hereby certifies that a copy of the order on which this stamp appears was mailed this date to the parties as set forth in the order.

OCT 26 1990

DATED: 

Deputy Clerk

CERTIFICATE

I hereby certify that the foregoing Order has been endorsed by all counsel required to do so pursuant to the Rules of Bankruptcy Procedure and the Local Rules.

A handwritten signature in black ink, appearing to be "D. P. DeValle", written over a horizontal line.

dlp.devall.order

CROSHAW, SIEGEL,  
BEALE, HAUSER & LEWIS  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ONE COLUMBUS CENTER  
POST OFFICE BOX 61858  
VIRGINIA BEACH, VA 23462  
TELECOPIER (804) 490-2167  
TELEX 887417  
TELEPHONE (804) 490-6000

STIPULATION AND AGREEMENT  
PURSUANT TO TITLE 20, SECTION 109.1  
OF THE CODE OF VIRGINIA

THIS STIPULATION AND AGREEMENT, made this 28<sup>th</sup> day of September, 1988, by and between CINDY DeVALL SYKES, hereinafter called "Wife", party of the first part, and DANIEL PORTER SYKES, hereinafter called "Husband", party of the second part.

W I T N E S S E T H :

WHEREAS, the parties were lawfully married in Raleigh, North Carolina on October 29, 1977;

WHEREAS, the parties have been involved in extreme marital difficulties for an extended period of time, which difficulties appear to be irreconcilable, and the parties are now living separate and apart, such separation having commenced on the 21st day of October, 1987;

WHEREAS, the parties desire to effect a settlement and adjustment of their respective property rights and other pertinent matters;

NOW, THEREFORE, for and in consideration of the premises and in consideration of the mutual covenants and agreements hereinafter contained, without in any way attempting to facilitate divorce or separation, but rather in recognition of the irreconcilability of their differences, the existing separation of the parties, and in order to settle finally their property

EXHIBIT

rights and to come to an equitable division of the assets of the marriage, the parties do covenant and agree as follows:

1. Husband covenants and agrees to pay to Wife as a property settlement the sum of eight hundred fifty-seven and 00/100 dollars (\$857.00) per month beginning October 1, 1988, and continuing on the first day of each and every month thereafter for a period of six (6) years; the last payment shall be on October 1, 1994. Wife covenants and agrees that in exchange for the above property settlement payments, she waives any further interest in and to Husband's dental practice and in the future value of Husband's dental degree. Husband further agrees that should he die prior to October 1, 1994, the date of the last payment, his estate will be liable to pay said balance due to Wife as a just debt.

2. Husband covenants and agrees that he will continue to cover Wife on his business Health/Medical group policy for a period of two (2) years beginning October 1, 1988, and ending October 1, 1990. Thereafter, Husband agrees that Wife shall have the option to continue to be covered under the aforesaid medical group policy at her own expense.

3. Husband covenants and agrees to be solely responsible and liable for all existing equipment and business debts, including but not limited to, the jointly-executed loan notes from Crestar Bank, # 9C01-Cust.#-5060231, and Dominion Bank, # 003-073-13-0000-171847, which are guaranteed by Wife's father, Jack W. DeVall, and to hold Wife harmless from any claims that

might arise therefrom. Husband further agrees to remove Wife's name as guarantor on all business supply accounts or any other accounts on which she might be obligated no later than the date that a divorce becomes final.

4. The parties have previously reached agreement in regard to the disposition of their formerly jointly-owned real property located and described as 2925 Seashore Point, Virginia Beach, Virginia 23451 and agree to be bound thereby.

5. The parties agree that the whole life insurance policy on Wife's life will be given to Wife and Wife will be responsible for the premiums.

6. Husband covenants and agrees to provide Wife and Wife's attorney with a copy of his existing will and testamentary trust and further agrees that said will and trust will not be altered or changed so long as Husband has any obligation to Wife or Wife's father as a guarantor of Husband's indebtedness. Husband further agrees that the business loans from Crestar, # 9001, Customer # 5060231, and Dominion Bank, # 003-073-13-0000-171847, are to be considered as his "just debts" under the terms of his will and trust.

7. The parties mutually waive and relinquish any and all rights or claim against the other on account of spousal support, now or hereafter.

8. The parties agree that their personal property has been divided by separate and mutual agreement and agree to be

bound by said division.

9. Wife covenants and agrees that she will surrender and convey to Husband all of her right, title and interest in and to the 1987 Mazda Pickup truck currently jointly titled and used by Husband. Husband agrees to be solely responsible for all indebtedness for the aforesaid truck and to hold Wife harmless from any claim thereto.

10. Husband covenants and agrees that he will surrender and convey to Wife all of his right, title and interest in and to the 1984 Datsun Maxima car currently jointly titled and used by Wife. Wife agrees to be solely responsible for all indebtedness for the aforesaid car and to hold Husband harmless from any claim thereto.

11. Each party agrees to obtain and maintain his or her own car insurance.

12. Husband agrees to pay attorney fees in the amount of one hundred dollars (\$100.00) incurred in the preparation and review of this Stipulation and Agreement and agrees to pay the court cost of seventy-five dollars (\$75.00), Commissioner's Fee, for an uncontested divorce on the no fault grounds of separation for six (6) months and agrees to pay seven hundred dollars (\$700.00) of Wife's legal fees in monthly payments of one hundred dollars (\$100.00) per month for seven (7) months, beginning October 1, 1988, payable directly to Wife's attorney, Judith Dockery, at 1092 Laskin Road, Suite 114, Virginia Beach, Virginia 23451.

13. The parties covenant and agree that the current existing joint marital indebtedness ~~in the approximate amount of \$1,200.00~~ shall be paid ~~prior to the finalization of a divorce and shall be paid~~ as follows: CPS  
DS

- a. Husband shall pay all sums due on the Eastern Airlines Credit card, ~~MASTERCARD & VISA~~. CPS  
DS
- b. ~~Husband and Wife shall each~~ be responsible for ~~one half (1/2) of~~ the existing balances owed to Sears, ~~Mastercard, VISA~~ and Thalhimers. CPS  
DS

14. The parties mutually covenant and agree that neither will make any debts or obligations in the name of the other from and after the date of this Agreement, and each hereby agrees to indemnify and hold the other harmless from any liability or expense created by the other.

15. Each of the parties does hereby agree to live separate and apart from each other, free from interference in any fashion, direct or indirect, from the other, as fully as if he or she were single and unmarried.

16. The parties mutually covenant and agree that this Stipulation and Agreement will be submitted to a court of competent jurisdiction for confirmation and ratification and incorporation in any divorce proceeding commenced therein. The enforcement of the provisions of this Agreement shall be specifically subject to the order of said court by way of contempt proceedings or otherwise.

17. If either the Husband or the Wife fails to comply

with the terms and conditions of this Stipulation and Agreement, the injured party may take whatever legal action is deemed appropriate to enforce his or her rights in accordance with the terms set forth herein. If a judicial determination is made wherein one of the parties is deemed to have breached this Agreement, said party shall be responsible for all costs incurred by the other in seeking such a finding, which shall include a reasonable attorney's fee.

18. The failure of either party to insist on any one or more occasions upon the strict performance of the terms of the Agreement by the other shall not be construed as a waiver or relinquishment of such terms of his or her right thereunder to insist upon strict performance in the future.

19. If any one or more of the provisions of this Agreement is ever declared to be void, unenforceable or illegal by a court of competent jurisdiction, the entire Agreement shall not be affected thereby and the remaining provisions shall nonetheless continue in full force and effect.

20. This Agreement shall not be extinguished by merger as a result of incorporation hereof in any judgment or decree of a court of competent jurisdiction, but shall, in all events, survive such decree or judgment.

21. Except as otherwise provided for herein, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or

future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, curtesy, statutory allowance, widow's allowance, homestead rights, right to take in intestacy, right to take against the will of the other, and right to act as administrator or executor of the other's estate, and the parties hereto mutually agree that any and all property acquired by either party after the date of this Agreement shall be their sole and separate property. The parties hereto also agree upon request to execute, acknowledge and deliver, without charge, any and all deeds, contracts or other instruments needed to enable the other to sell, convey or otherwise dispose of his or her property, free from any rights or interests of the other therein and to otherwise effectuate the provisions of this Agreement.

22. Wife waives any claims she may have against Husband and Husband waives any claims he may have against Wife under the Equitable Distribution Statute (Va. Code Section 20-107.3) other than as set out in this Separation Agreement.

23. The parties affirmatively and unequivocally represent that they are executing this Stipulation and Agreement freely, voluntarily and without any threats or coercion whatsoever. All prior negotiations leading to the terms contained herein have been carefully considered and the contents of this instrument are completely understood. Both the Husband and

Wife have had the opportunity to consult with the attorney of his or her own choosing prior to signing this contract.

WITNESS the following signatures and seals:

Cindy DeVall Sykes  
CINDY DEVALL SYKES

Daniel Porter Sykes  
DANIEL PORTER SYKES

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

Subscribed and sworn to before me, a Notary Public in and for the City and State aforesaid, by CINDY DEVALL SYKES, whose name is signed to the foregoing writing this 28 day of September, 1988.

[Signature]  
Notary Public

My commission expires:

8-28-89

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

Subscribed and sworn to before me, a Notary Public in and for the City and State aforesaid, by DANIEL PORTER SYKES, whose name is signed to the foregoing writing this 29<sup>TH</sup> day of SEPTEMBER, 1988.

[Signature]  
Notary Public

My commission expires:

4-4-89

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH

JUN 6 1989

CINDY DeVALL SYKES  
Social Security Number: 226-86-2751  
DOB: 2-21-55,

Plaintiff,

v.

IN CHANCERY NO.: CH88-164

DANIEL PORTER SYKES  
Social Security Number: 266-11-4627  
DOB: 7-28-54

Defendant.

DECREE A VINCULO MATRIMONII

THIS CAUSE came on this day to be heard upon the Bill of Complaint duly filed; the process served upon the Defendant; upon the Answer of Defendant; upon evidence taken at a hearing before A. Andrew Ege, Jr., a Commissioner in Chancery, on the 18th day of January, 1989; upon the report of the said Commissioner; no exceptions having been filed to said Report; and was argued by counsel.

UPON CONSIDERATION WHEREOF, and it appearing to the Court from the evidence and independently of the admissions of either party in the pleadings or otherwise, that the parties were married on the 29th day of October, 1977, in the City of Raleigh, State of North Carolina; that on the date this suit was instituted, the Plaintiff and Defendant were domiciled in and were then and had been actual bona fide residents of the State of Virginia for at least six months preceding the commencement of this suit; that the Defendant is not a member



of the Armed Forces of the United States; that both parties are sui juris and that neither party is incarcerated; that there were no children born of the marriage; that the parties last cohabited as husband and wife in the City of Virginia Beach; that on the 21st day of October, 1987, the parties physically separated with the intention to discontinue permanently the marital cohabitation; that the parties have remained separate and apart continuously and without interruption and without any cohabitation since that date and for a period of more than one year; that no reconciliation has taken place and none is probable; that the parties entered into a separation agreement dated September 28, 1988, and filed herein. The Plaintiff's date of birth is February 21, 1955 and the Defendant's date of birth is July 28, 1954. The Plaintiff's current address is 2925 Seashore Point, Virginia Beach, Virginia and the Plaintiff's current employment is Portsmouth General Hospital; the Defendant's current address is 104 Sawgrass, Virginia Beach, Virginia 23451 and the Defendant is self employed at Daniel P. Sykes, DDS, Virginia Beach, Virginia.

Upon consideration whereof, the Court doth ADJUDGE, ORDER and DECREE that the Report of the Commissioner in Chancery be, and the same hereby is, confirmed;

NOW, THEREFORE, it is ADJUDGED, ORDERED and DECREED that the Plaintiff, CINDY DeVALL SYKES, be and she hereby is awarded a divorce decree A Vinculo Matrimonii from the

Defendant, DANIEL PORTER SYKES, severing the bonds of matrimony heretofore existing between them on motion made pursuant to Code of Va., Section 20-121.02 and upon the grounds that the parties have lived separately and apart without cohabitation and without interruption for more than one year, pursuant to Section 20-91(9)(a) of the Code of Virginia, 1950, as amended.

IT FURTHER APPEARING to the Court that the aforesaid separation agreement entitled Stipulation and Agreement, provides inter alia, that both parties waive spousal support.

NOW, THEREFORE, it is ADJUDGED, ORDERED and DECREED that neither party shall receive spousal support from the other and that the aforesaid Stipulation and Agreement is confirmed and, by this reference, is incorporated herein, and the parties shall fully comply with the terms thereof.

It is ORDERED that Plaintiff is hereby restored to her former name of CINDY DeVALL.

Nothing remaining to be done in this cause, it is hereby ORDERED removed from the Court's docket.

ENTER: \_\_\_\_\_

\_\_\_\_\_  
Judge

A Copy Teste: J. Curtis Fruit, Clerk

BY Jessette Jones D.C.

Judith Dockery p. a.  
JUDITH DOCKERY

Daniel Porter Sykes p. d.  
DANIEL PORTER SYKES

JUDITH DOCKERY  
Attorney at Law

3

UNDER VIRGINIA LAW, THE CIRCUIT COURT  
MAY MODIFY OR VACATE THIS DECREE WITHIN  
TWENTY-ONE (21) DAYS FROM THE DATE OF  
ENTRY; AND, IN ADDITION, EITHER PARTY  
MAY APPEAL THE ENTRY OF THIS DECREE  
WITHIN THIRTY (30) DAYS FROM ITS ENTRY.