

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

In re:)
)
)
 CHRISTOPHER ANTHONY) **Case No. 20-03696-TOM7**
 MONTALBANO,)
)
) **Chapter 7**
)
 Debtor.)

FINANCIAL PACIFIC LEASING,)
INC.,)
)
Plaintiff,)
)
v.) Adv. Pro. No. 21-00023-TOM
)
CHRISTOPHER ANTHONY)
MONTALBANO,)
)
Defendant.)

CONSENT JUDGMENT

Plaintiff Financial Pacific Leasing, Inc., (“Plaintiff”) and Defendant Christopher A. Montalbano (“Defendant”) have agreed to settle the matters in controversy in this adversary proceeding and agree to entry of this Consent Judgment in accordance with the terms herein:

A. This action was initiated by Plaintiff pursuant to section 523(a)(2) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2) to establish the non-dischargeability of a debt.

B. Defendant is the subject of a bankruptcy proceeding in the United States Bankruptcy Court for the Northern District of Alabama under Chapter 7 of the Bankruptcy Code, Case No. 20-03696-TOM7, filed on December 15, 2020.

C. Jurisdiction over this matter and over Montalbano is proper in this Court pursuant to 28 U.S.C. § 1334, and Bankruptcy Code §§ 523 and 727.

D. This adversary proceeding constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(1) and (b)(2).

E. The parties have announced that they have agreed to resolve all matters in controversy between them in this matter, the Defendant does not want a trial, and the parties consent to entry of this Consent Judgment by the Court in accord with the below.

Upon due consideration of the pleadings, the representations of counsel, and the parties' business judgment, the Court has determined that this compromise and request for entry of Consent Judgment should be approved.

Therefore, it is hereby ORDERED, ADJUDGED and DECREED that:

1. The Defendant's obligations to Plaintiff in the amount of One Hundred Thirteen Thousand Nine Hundred Twenty and 71/100 Dollars (\$113,920.71), are non-dischargeable pursuant to 11 U.S.C. § 523(a)(2).

2. Defendant expressly waives, releases, and forever discharges any and all claims that he may have against the Plaintiff, or any of its agents, attorneys, employees, or representatives, relating to, arising out of, or in connection with this adversary proceeding.

3. The Court shall retain jurisdiction over the parties and subject matter of this action for the purpose of enforcing and/or interpreting this Consent Judgment.

4. The Court finds that there is no just reason to delay entry of this Consent Judgment and expressly directs entry thereof as a final judgment pursuant to Fed. R. Civ. P. 58(a), made applicable to this adversary proceeding pursuant to Fed. R. Bankr. P. 7058.

SO ORDERED this 9th day of July, 2021

/s/ Tamara O. Mitchell
UNITED STATES BANKRUPTCY JUDGE

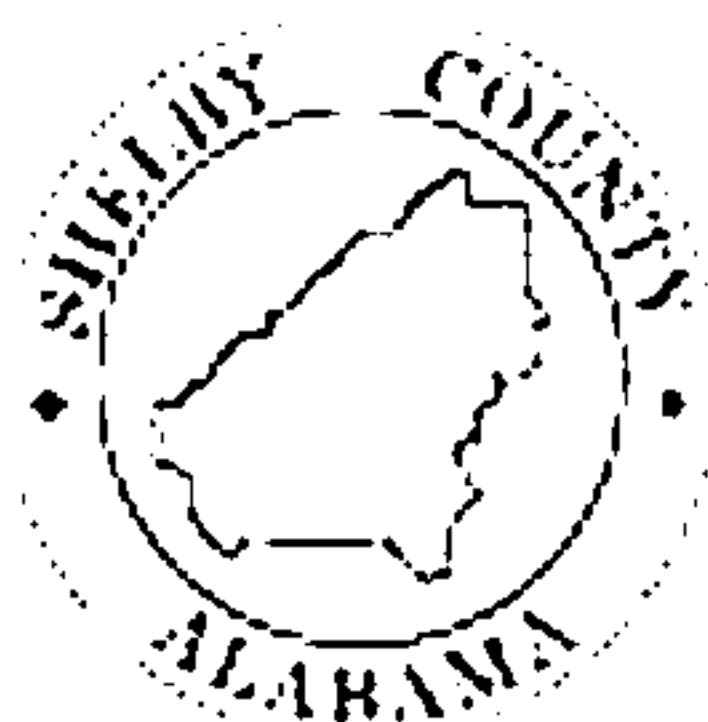
Consented and agreed to by:

/s/Paul K. Lavelle
Paul K Lavelle
Attorney for Financial Pacific Leasing, Inc.

SPINA & LAVELLE, PC
1 Perimeter Park South
Suite 400N
Birmingham, AL 35243
Tel: 205-298-1800
Email: plavelle@spinalavelle.com

/s/Bill D. Bensinger
Bill D. Bensinger
Attorney for Christopher Anthony Montalbano

CHRISTIAN & SMALL, LLP
1800 Financial Center
505 North 20th Street
Birmingham, Alabama 35203
Tel: 205-250-6626
Email: bdbensinger@csattorneys.com



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/07/2021 02:05:18 PM
\$31.00 BRITTANI
20211007000490060

Allen S. Bayl