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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

  
20020521000241320 Pg 1/4 20.00  
Shelby Cnty Judge of Probate, AL  
05/21/2002 14:43:00 FILED/CERTIFIED

In re:

JOHN M. KRAMER  
c/oDerek F. Meek, Attorney  
420 N 20th St. Ste 3100  
Birmingham, Al 35203

**Plaintiff(s)**

vs.

RAYMOND BRUCE ALDRIDGE  
6166 Rushing Parc Lane  
Hoover, Al 35244

**Defendant(s)**

**BK Case No. 00-06971-TOM-7**

**AP No. 01-00032**

**CERTIFICATE OF JUDGMENT**

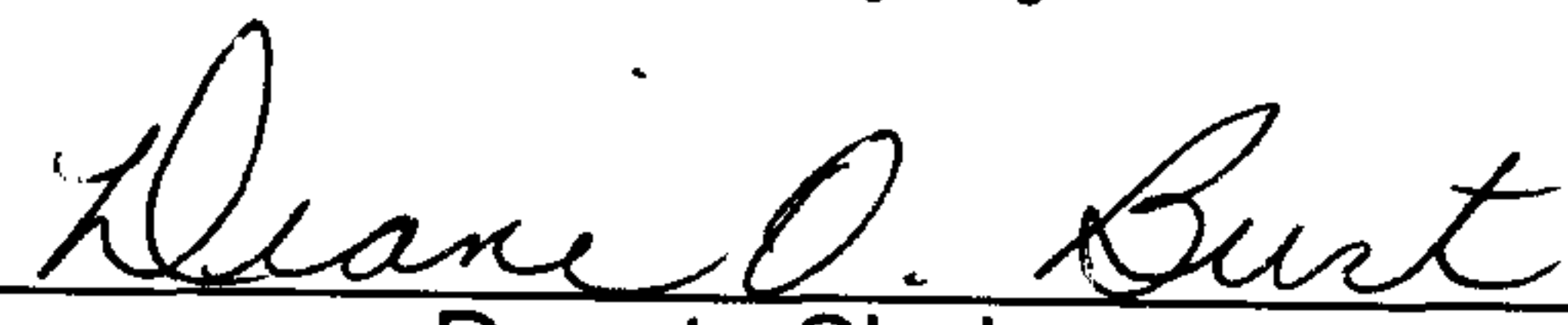
I, RICHARD K. MAUK, Acting Clerk of the United States Bankruptcy Court for the Northern District of Alabama, do hereby certify that on May 1, 2002, a Judgment was rendered in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division in the above-styled cause wherein it was **ORDERED** by the Court that:

John M. Kramer obtained a Judgment against Raymond Bruce Aldridge without waiver of exemptions for the sum of FIFTY THOUSAND DOLLARS---(\$50,000.00) Dollars, and also the sum of -0----(\$-0-) Dollars, cost of said suit, and interest at the rate of 2.31% per annum from date of said Judgment.

Derek F. Meek is the Attorney of Record for John M. Kramer in said cause.

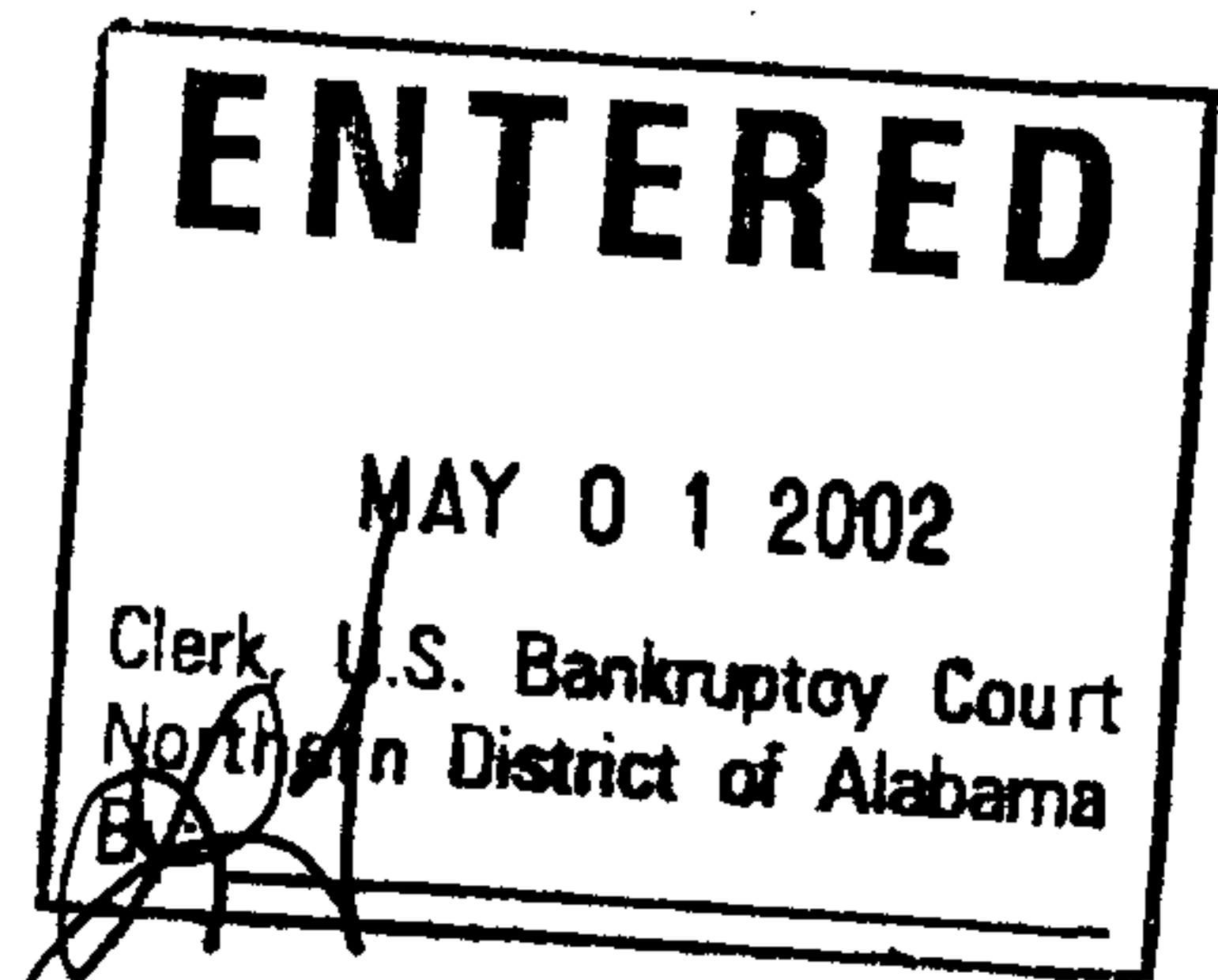
Given under my hand and seal of this Court on May 16, 2002.

**RICHARD K. MAUK, Acting Clerk  
United States Bankruptcy Court**

By   
Deputy Clerk



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



In re: )

RAYMOND BRUCE ALDRIDGE, )

Case No. 00-06971-TOM-7

Debtor. )

JOHN M. KRAMER, )

Plaintiff, )

A.P. No. 00-0032

v. )

RAYMOND BRUCE ALDRIDGE, )

Defendant. )

**AGREED ORDER**

THIS MATTER having come before the Court on the Complaint filed by the Plaintiff, John M. Kramer ("Plaintiff"), against the Debtor/Defendant, Raymond Bruce Aldridge ("Debtor") (together the "Parties"). Based on the agreement of the Parties and for good cause shown, it is hereby **FOUND and CONCLUDED:**

1. The Debtor filed his bankruptcy case under Chapter 7 on November 3, 2000.
2. This Court has jurisdiction over the instant case by virtue of 28 U.S.C. § 1334 and 28 U.S.C. § 157.
3. This adversary proceeding was brought pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (a)(4) (the "Adversary Proceeding").
4. This complaint requesting establishment of this debt, as well as dischargeability of the debt, is a core proceeding under 28 U.S.C. § 157.



5. The Adversary Proceeding concerns, among other things, allegedly fraudulent misrepresentations made by Debtor to Plaintiff in the course of negotiations concerning the purchase of shares of stock in an entity known as "Powerhouse Gym."

6. The Parties wish to resolve the Adversary Proceeding under the following terms:

**THEREFORE**, it is hereby **ORDERED, ADJUDGED and DECREED**:

A. A nondischargeable judgment is **GRANTED** in favor of Plaintiff in the amount of \$50,000 (the "Judgment"), provided, however that upon the payment of \$5,000 on the following terms, the Judgment will be satisfied in full:

- (i) Payment in certified funds of four payments of \$1,250, paid by Debtor to Plaintiff's counsel at the following address:

Burr & Forman, LLP  
P.O. Box 830719  
Birmingham, AL 35283

received on or before April 30, 2002, August 30, 2002, December 30, 2002 and April 30, 2003;

- (ii) Each payment is due on or before the date listed above. If any payment is not made on or before that date, default will occur, at which time the balance of the \$50,000 Judgment, plus interest at the bankruptcy rate, will become immediately due and owing with no further notice necessary.

B. Plaintiff **SHALL** be entitled to immediately record the Judgment. However, unless the Debtor fails to make a payment when due, Plaintiff **SHALL NOT** make any attempt to enforce the Judgment except as set out above. Should Debtor fail to make any payment when due, Plaintiff **SHALL** be immediately entitled to exercise any and all legal remedies to enforce the Judgment.

C. Except as expressly ordered herein, the Parties release, acquit and forever discharge each other from any and all actions of any kind whatsoever, known or unknown, which the Parties may now have, or may have had at any time heretofore, or may have at any time



hereafter arising from or resulting from or in any manner incidental to any and every matter, thing or event, no matter what, occurring, or failing to occur, at any time in the past, up to and including the date hereof, including, but not limited to, those pertaining or relating to any and all claims arising out of the facts concerning this Adversary Proceeding and any and all claims asserted or which could have been asserted in the Adversary Proceeding.

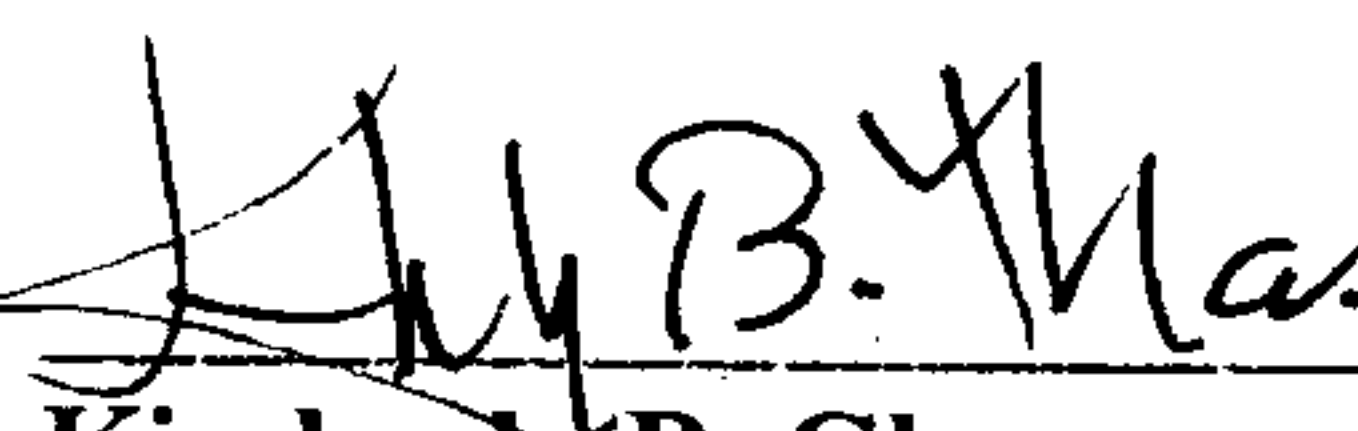
Dated this the 25<sup>th</sup> day of April, 2002.

  
TAMARA O. MITCHELL  
United States Bankruptcy Judge

**STIPULATED, AGREED AND  
CONSENTED TO BY:**

  
Gerald P. Gillespy  
Robert E. Battle  
Burr & Forman, LLP  
P.O. Box 830719  
Birmingham, AL 35283-0719

Counsel for Plaintiff

  
Kimberly B. Glass  
Najjar Denaburg, P.C.  
2125 Morris Avenue  
Birmingham, AL 35203

Counsel for Debtor/Defendant

