



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

**In re ROGER DALE BARKER,**  
**Debtor.**

**CASE NO. 11-04346-TOM11**

**BUFFALO ROCK COMPANY,**


**Plaintiff,**

**v.**

**ROGER DALE BARKER,**

**Defendant.**

**ADVERSARY PROCEEDING  
NO. 11-00415-TOM**

  
20161114000418360 2/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
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**JUDGMENT**

Pursuant to Fed. R. Bankr. P. 7058 and Fed. R. Civ. P. 58(a), and in conformity with the Court's September 29, 2016 Order Granting Buffalo Rock Company's Motion for Summary Judgment Regarding John Hancock Life Insurance Company's (U.S.A.) Complaint in Intervention (doc. 448), as amended on October 26, 2016, and the Court's September 29, 2016 Order Granting Buffalo Rock Company's Motion for Summary Judgment on Counts One, Two, Three, Five, Six, and Seven of Buffalo Rock Company's First Complaint and Counts Two and Three of Buffalo Rock Company's Second Complaint (Doc. 449), as amended on October 26, 2016, it is hereby

**ORDERED, ADJUDGED, AND DECREED** that a **JUDGMENT** in favor of Buffalo Rock Company is hereby entered declaring that Buffalo Rock Company is the sole owner and beneficiary of the John Hancock Life Insurance Company (U.S.A.) life-insurance policy n [REDACTED] issued to Roger D. Barker (the "Hancock Policy") and that Buffalo Rock Company has

been the sole owner and beneficiary of the Hancock policy since June 1, 2011. Further, Aliant Bank has no interest in the Hancock Policy and has never held any interest in the Hancock Policy.

It is **FURTHER ORDERED, ADJUDGED, AND DECREED** that the Severance Agreement is a valid and enforceable contract as set forth more fully in this Court's Order of September 29, 2016, as amended.

It is **FURTHER ORDERED, ADJUDGED, AND DECREED** that the Barker Arbitration is permanently enjoined.

It is **FURTHER ORDERED, ADJUDGED, AND DECREED** that the Trustee and the Debtor, or anyone acting by or through the Trustee or the Debtor, are precluded from asserting claims that the Severance Agreement constitutes a voidable transfer in the future.


It is **FURTHER ORDERED, ADJUDGED, AND DECREED** that a **JUDGMENT** in favor of Buffalo Rock and against the Debtor, Roger Dale Barker, is hereby entered in the total aggregate amount of Two Million Two Hundred Fifteen Thousand Dollars (\$2,215,000).

It is **FURTHER ORDERED, ADJUDGED, AND DECREED** that this Debt owed to Buffalo Rock by the Debtor, Roger Dale Barker, is **NONDISCHARGEABLE** pursuant to 11 U.S.C. § 523(a)(6); 11 U.S.C. § 523(a)(2)(A); and/or 11 U.S.C. § 523(a)(2)(B), and shall be excepted from discharge should one be entered in the Debtor's bankruptcy case.

It is **FURTHER ORDERED, ADJUDGED, AND DECREED** that this Judgment is subject to post-judgment interest pursuant to 28 U.S.C. § 1961.

Dated: October 26, 2016

/s/ Tamara O. Mitchell  
TAMARA O. MITCHELL  
United States Bankruptcy Judge

  
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