

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re: CHAPTER 7
Case No.

TROY JASON COOPER
Debtor

96-11019KC

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

EMPLOYERS MUTUAL CASUALTY CO.
Plaintiff

NOV 19 1996

v.

GEORGE C. BRENTICE, II
CLERK

BRAD COLBENTZ, SELINA BRANDT,
TROY COOPER and MARILYN WHARTON
Defendant

Adversary Proceeding No.
96-1131KC

JUDGMENT

The issues of this proceeding having been duly considered by the Honorable Paul J. Kilburg, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: Judgment is entered in favor of Employers Mutual Company and against defendant Troy Jason Cooper, in the amount of \$12,500.00 with interest at the rate of 0% per annum as set forth in the Installment Settlement Agreement.



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: November 19, 1996

Clerk of Bankruptcy Court

By: *Melissa A. Bolay*
Deputy Clerk

Recorded Vol V
Page 116

SC

6

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:)
TROY JASON COOPER,)
Debtor.)
Bankruptcy No.: 96-1019KC

EMPLOYERS MUTUAL CASUALTY CO.)
Plaintiff,)
Adversary No. 96-1131KC

vs.)

BRAD COLBENTZ, SELINA BRANDT,)
TROY COOPER, and MARILYN)
WHARTON,)
Defendants.)

ORDER

FILED
U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

NOV 19 1996

GEORGE D. PRENTICE, II, CLERK

NOW on the 19 day of November, 1996, the Court being fully advised in the premises, and being presented with a Joint Stipulation of Settlement, does find as follows:

1. The above-referenced parties have entered into a settlement agreement in which the Defendant, Troy Jason Cooper, has stipulated that \$12,500.00 of the Plaintiff's claimed debt of \$86,453.30 is non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(6).

2. The Defendant has agreed and authorized this Court to enter a judgment in favor of the Plaintiff in the amount of \$12,500.00 with interest at the rate of 0% per annum. Satisfaction of the obligation has been set forth in the terms and conditions of the Installment Agreement signed by both parties.

3. The Defendant has agreed to provide updated financial information each year and negotiate in good faith a monthly installment agreement to satisfying the judgment.

4. The terms of the installment agreement are binding upon the parties and incorporated as part of the judgment entered by the Court.

THEREFORE, IT IS ORDERED that the clerk enter a judgment in favor of the Plaintiff, Employers Mutual Casualty Company, against the Defendant, Troy Jason Cooper, in the amount of \$12,500.00 with interest at the rate of 0% per annum as set forth in the Installment Settlement Agreement.

IT IS FURTHER ORDERED that the defendant provide updated financial information each year and negotiate in good faith a monthly installment agreement to satisfy the judgment.



JUDGE, UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

Original filed.

Copy to:

Mitchell Turner
Suite 1010, The Center
425 Second Street S.E.
Cedar Rapids, IA 52401

ATTORNEY FOR DEFENDANT
TROY JASON COOPER

Notice sent to: *w/ Judgment*

Jill M. Augustine
PO Box 712
Des Moines, IA 50303-0712

Mitchell E. Turner
425 2nd Street, SE
Suite 1010
Cedar Rapids, IA 52401

US Trustee - CR
Law Building Suite 400
225 2nd Street SE
Cedar Rapids, IA 52401

11-19-96
mg

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

NOV - 5 1996

GEORGE D. PRENTICE, II
CLERK

IN RE:)	
	)	CHAPTER 7
TROY JASON COOPER,	)	Bankruptcy No.: 96-1019KC
)	
Debtor.)	
)	
	)	Adversary No.: 96-1131KC
)	
EMPLOYERS MUTUAL CASUALTY CO.)	
)	
Plaintiff,	)	JOINT STIPULATION OF
	)	SETTLEMENT
vs.)	
)	
BRAD COBLENTZ, SELINA BRANDT,)	
TROY COOPER, and MARILYN)	
WHARTON,)	
)	
Defendants.)	

COMES NOW Plaintiff, Employers Mutual Casualty Co., and Defendant, Troy Jason Cooper, and do stipulate to the court the following:

1. The above-referenced parties have entered into a settlement agreement of the above-referenced matter.

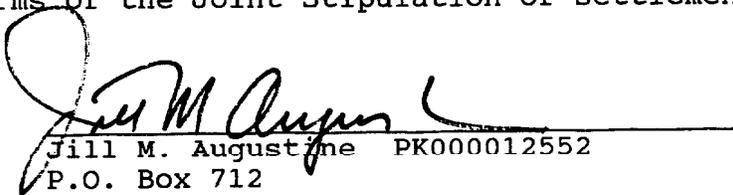
2. Defendant, Troy Jason Cooper, hereby stipulates that \$12,500.00 of the Plaintiff's claimed debt of \$86,453.30 is non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(6).

3. Further, Defendant hereby agrees to and does authorize the bankruptcy court to enter a judgment in favor of the Plaintiff in the amount of \$12,500.00. Said judgment shall carry interest at the rate of zero percent per annum. Satisfaction of the obligation shall be as set forth in the terms and conditions of the attached installment agreement.

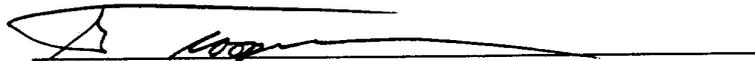
4. Defendant agrees to provide updated financial information each year and negotiate in good faith a monthly installment agreement to satisfy the judgment.

5. Defendant stipulates that the terms of the installment agreement are binding upon the parties and incorporated as part of the judgment to be entered by the Court.

WHEREFORE, the parties pray for an order by the court consistent with the terms of the Joint Stipulation of settlement.


Jill M. Augustine PK000012552
P.O. Box 712
Des Moines, IA 50303-0712
(515)237-2067
ATTORNEY FOR THE PLAINTIFF


Mitchell E. Turner
Fisher, Ehrhart, McCright & Turner
425 Second Street S.E.
Suite 1010, The Center
Cedar Rapids, IA 52401
ATTORNEY FOR DEFENDANT TROY COOPER


Troy Cooper

original filed

INSTALLMENT SETTLEMENT AGREEMENT

I, Troy Jason Cooper, promise to pay the judgment to Employer Mutual Casualty Company in the total sum of \$12,500.00 plus court costs of \$120.00, and agree as follows:

I, Troy Jason Cooper, promise to pay to Employers Mutual Casualty Company the total sum of \$12,500.00. The judgment shall be satisfied by making monthly installment payments to Employers Mutual Casualty company. The first monthly payment in the amount of \$75.00 shall be due on the 1st day of November, 1996, with all future payments due and payable on the 1st day of the month continuing until the 1st day of November, 1997, at which time the remaining unpaid balance will be due and payable. In the event I am unable to satisfy the remaining unpaid balance in full, I agree to complete an updated Application for Payment by Installment and to negotiate, in good faith, an installment agreement which is mutually agreeable to the parties.

In the event that I fail to make payment of any installment when it becomes due, then that installment and all remaining unpaid installments shall immediately become due and payable without further demand. In addition, Employers Mutual Casualty Company will be free to pursue any collection remedy necessary to collect on the judgment, including garnishment or attachment procedures as provided by law. (See judgment attached and incorporated herein by reference).

It is, therefore, understood and agreed that upon payment in full of the \$12,500.00 judgment plus court costs, Troy Jason Cooper will stand released and forever discharged from any and all claims, causes of action, and demands, whatsoever, which Employers Mutual Casualty Company has or may hereafter have on account of the above-referenced judgment.

Dated: October 11, 1996

Dated October 28, 1996

Troy Jason Cooper
Troy Jason Cooper
1799 Main Ridge Road
Central City, IA 52214

Jill M. Augustine
Jill M. Augustine
P. O. Box 712
Des Moines, IA 50303-0712

STATE OF IOWA)
) ss
COUNTY OF Linn)

STATE OF IOWA)
) ss.
COUNTY OF Polk)

Subscribed and sworn to before me this 11th day of October, 1996.

Subscribed and sworn to before me this 28th day of October, 1996.

Michael J. Jones
Notary Public - State of Iowa

Jill K. Hooten
Notary Public - State of Iowa

JAN 21 2000

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

GEORGE D. PRENTICE, II

IN RE:	)	CHAPTER 7
)	
TROY JASON COOPER,	)	Bankruptcy No.: 96-11019KC
)	
Debtor)	
<hr/>		
EMPLOYERS MUTUAL CASUALTY CO.)	
)	
Plaintiff,	)	Adversary No. 96-1131 KC
	)	<i>Satisfaction of Judgment</i>
vs.	)	COMPLAINT OBJECTING TO
	)	DISCHARGEABILITY OF DEBT
BRAD COLBENTZ, SELINA BRANDT,)	
TROY COOPER, and MARILYN)	
WHARTON,)	
)	
Defendants)	

COMES NOW, the plaintiff, Employers Mutual Casualty Company, and states:

1. Plaintiff has received Satisfaction in full of the judgment entered herein on the 18th day of January, 2000 from Troy Jason Cooper.

Luan Powell
 Representative for Employers Mutual
 Casualty Company
 PO Box 712
 Des Moines, IA 50303-0712
 Telephone: (515) 280-2486
 Facsimile: (515) 237-2117

Subscribed and sworn to before me by Luan Powell, Representative for Employers Mutual Casualty Company, this 18th day of January, 2000.

NOTARY PUBLIC - STATE OF IOWA
 My Commission Expires: 4-27-2002

Recorded: Vol IV

Page 116

*Copy returned
1-21-00 mg*

JAN 21 2000

GEORGE D. PRENTICE, II

P.O. Box 712 • Des Moines, IA 50303-0712
Tel. (515) 280-2485 • FAX (515) 237-2117



EMC Insurance Companies

Subrogation Department

January 19, 2000

U.S. Bankruptcy Court Northern District of Iowa
P.O. Box 74890
Cedar Rapids, IA 52407

RE: Our Claim No.: AF0 028 920
Plaintiff: EMC Insurance Companies
Defendant: Troy Jason Cooper
Bankruptcy No.: 96-11019 KC
Adversary No.: 96-1131 KC

Dear Clerk:

Enclosed please find a Satisfaction of Judgment on the above case. Please file and return a stamped copy in the enclosed postage-paid envelope.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Luan Powell".

Luan Powell
Supervisor

LP/rc
Enclosures

G:\SATISFAC\Cooper.920.Letter.doc

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION

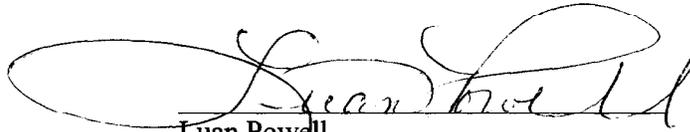
FILED
U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

FEB 4 2000

EMPLOYERS MUTUAL CASUALTY)	Case No. CHAPTER 7	GEORGE D. PRENTICE, II
COMPANY)	Bankruptcy No.: 96-11019KC	CLERK
Plaintiff,)	Adversary No.: 96-1131KC	
vs.)		
TROY JASON COOPER, BRAD)	SATISFACTION OF JUDGMENT	
COLBENTZ, SELINA BRANDT)		
and MARILYN WHARTON)		
Defendants)		

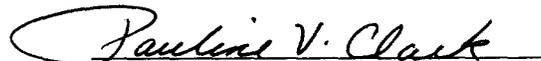
COMES NOW, the plaintiff, Employers Mutual Casualty Company, and states:

1. Plaintiff has received satisfaction in full of the judgment entered herein on the 22nd day of August, 1996. 2. Plaintiff has received the total amount of principal and interest due on account.



Luan Powell
Representative for Employers Mutual
Casualty Company
PO Box 712
Des Moines, IA 50303-0712
Telephone: (515) 280-2486
Facsimile: (515) 237-2117

Subscribed and sworn to before me by Luan Powell, Representative for
Employers Mutual Casualty Company, this 10th day of January, 2000.


NOTARY PUBLIC - STATE OF IOWA
My Commission Expires: 4-27-2002

Recorded
Vol V
page 116