

**COMMONWEALTH OF KENTUCKY  
BOONE CIRCUIT COURT  
DIVISION I  
ACTION NO. \*\*\*\*\***

\*\*\*\*\*

**PLAINTIFF**

**VS.**

\*\*\*\*\*

**DEFENDANT**

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**CONSENT JUDGMENT AND ORDER**

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Now come the Plaintiff, \*\*\*\*\* (A\*\*\*\*\*@), and Defendant, \*\*\*\*\* (A\*\*\*\*\*@), by and through their respective counsel, and hereby agree and consent to entry of the following:

WHEREAS, \*\*\*\*\* having commenced this action against \*\*\*\*\* by filing a Complaint on November 5, 2007, alleging that \*\*\*\*\* defaulted upon the terms of an Equity Line Credit Agreement and asserting claims for breach of contract and unjust enrichment;

WHEREAS, \*\*\*\*\* having filed an Amended Answer to \*\*\*\*\*=s Complaint on May 8, 2008, asserting various affirmative defenses and denying any liability with respect to \*\*\*\*\*=s claims; and,

WHEREAS, the parties having conferred and agreed to resolve with finality all disputed claims without the cost, delay and uncertainty of further litigation;

NOW, THEREFORE, upon consent of the parties, before taking any testimony, and without trial or adjudication of any issue of fact or law herein, it is hereby

**ORDERED, ADJUDGED AND DECREED** as follows:

1. That Judgment shall be entered in favor of \*\*\*\*\* against \*\*\*\*\* in the sum of \$\*\*\*\*\* (*principle balance of \$\*\*\*\*\* plus accrued interest of \$\*\*\*\*\**) with interest at the rate of 8% per annum from January 16, 2009

until fully paid; provided, however, that \*\*\*\*\* shall not be entitled to execute upon its Judgment except as described in Paragraphs 2. and 4. below;

2. That \*\*\*\*\* shall pay to \*\*\*\*\* the total sum of \$\*\*\*\*\* with interest at 4% per annum in equal monthly installments in the sum of \$\*\*\*\*\* each, with the first installment being due and payable on September 15, 2009, and all like installments being due and payable on the 15<sup>th</sup> day of each succeeding month thereafter until the total sum of \$\*\*\*\*\* and interest is fully paid;

3. That ARNOLD may prepay any installment or balance of the sum owed in Paragraph 2. above at anytime without penalty. All payments will be made in the form of a personal or cashier=s check and/or money order, payable to A\*\*\*\*\*@ and mailed to \*\*\*\*\*, unless otherwise directed in writing;

4. That in the event \*\*\*\*\* fails to timely pay any installment set forth in Paragraph 2. above, \*\*\*\*\* shall send \*\*\*\*\* a deficiency notice and, if \*\*\*\*\* fails to respond or pay the installment within thirty (30) days from the date thereof, \*\*\*\*\* shall be declared in default, and \*\*\*\*\* is entitled to execute upon its Judgment in the sum of \$\*\*\*\*\* with interest, less the total of all payments made by \*\*\*\*\*, by any lawful means. \*\*\*\*\* agrees to pay all collection costs incurred by \*\*\*\*\*, including reasonable attorney=s fees;

5. That this Court shall retain continuing jurisdiction over this action for the purpose of issuing such orders or directions as may be necessary or appropriate to implement or enforce compliance with the terms and provisions of this Consent Judgment, for its interpretation, construction, modification or execution and/or the adjudication of disputes;

6. That each signatory below warrants and represents that they have read

this Consent Judgment, fully understand its contents and agree to be bound by all the terms and provisions set forth herein. Further, the undersigned party or party=s representative acknowledges and certifies that he or she has voluntarily signed and is duly authorized by the party he or she represents to enter into and legally bind that party to this Consent Judgment;

7. That the parties enter into this Consent Judgment solely to compromise and settle disputed claims. Nothing contained herein is intended or shall in no way be construed as, or deemed to be, an admission by or finding against any party with respect to any issues of fact or law, liability or wrongdoing whatsoever, either express or implied. Neither this Consent Judgment nor any of its terms and provisions shall constitute precedent of any kind or be offered or received as competent evidence for such purpose in any other action or proceeding, or reported adversely to any credit bureaus or reporting agencies directly by \*\*\*\*\* or any of its subsidiary, parent or affiliated companies and/or their agents, employees, representatives and assigns;

8. That this Consent Judgment contains the complete, final and exclusive agreement and understanding between the parties as to the subject-matter of this action and settlement embodied herein, and supercedes all prior or contemporaneous discussions, negotiations, agreements, commitments and understandings, whether written or oral. It may not be amended, modified, supplemented or canceled except in a writing signed by the parties and approved by the Court;

9. That each party shall bear its and her own costs and attorney=s fees; provided, however, in the event that either party moves or initiates proceedings to enforce any terms or provisions of this Consent Judgment and the Court determines such motion or proceedings in favor of either party, then the prevailing party shall be

entitled to an award of all its or her costs incurred in connection with such motion or proceedings, including reasonable attorney=s fees;

10. That when fully executed and performed, this Consent Judgment shall constitute the final and complete judicial resolution of all matters, claims and issues in controversy by and between \*\*\*\*\* and \*\*\*\*\* . Upon receipt of the total sum owed in Paragraph 2. above, \*\*\*\*\* shall thereupon mark this Judgment satisfied in full and promptly file with the Court an order dismissing with prejudice the above-styled action and deliver to \*\*\*\*\* an instrument to release and forever discharge \*\*\*\*\* from any and all demands, claims, actions, causes of actions, damages, costs and suits, at law or in equity, of whatsoever kind or nature;

There being no just cause for delay, this Consent Judgment is hereby adopted as the ORDER and JUDGMENT of the Court, and the Clerk is hereby directed to enter it forthwith. It is so **ORDERED, ADJUDGED AND DECREED THIS \_\_\_\_ DAY OF SEPTEMBER, 2009.**

\_\_\_\_\_  
HON. \*\*\*\*\*, JUDGE  
BOONE CIRCUIT COURT

**APPROVED AND SUBMITTED:**

**BY PLAINTIFF:**

**BY DEFENDANT:**

\_\_\_\_\_  
\*\*\*\*\*  
By The \*\*\*\*\*, its Manager  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\*\*\*\*\*, Defendant

\_\_\_\_\_

\_\_\_\_\_  
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***Attorney for Plaintiff,***

***Attorney for Defendant,***  
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