

Dated: April 06, 2005
The following is ORDERED:





Jennie D. Latta
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

In re
BRENT A. MEADOR,
Debtor.

Case No. 04-22718-L
Chapter 7

Keli Angel Meador,
Plaintiff,
v.
Brent Alan Meador,
Defendant.

Adv. Proc. No. 04-00439

OPINION AND ORDER

THIS ADVERSARY PROCEEDING was tried March 23, 2005, upon the Plaintiff's "Complaint to Determine Dischargeability and Allowing State Court to Proceed With Action for Contempt," filed June 4, 2004. The complaint alleges that certain obligations arising out of the parties' decree of divorce are non-dischargeable as spousal support. In addition, the complaint seeks relief from the automatic stay to enable the Plaintiff to proceed with certain contempt proceedings

pending in the state courts of Arkansas. After considering the exhibits and the testimony of the only witness, Mr. Meador, the court makes the following findings of fact and conclusions of law. This is a core proceeding. 28 U.S.C. § 157(b)(2)(G) and (I).

FINDINGS OF FACT

Plaintiff and Defendant were married on February 16, 1991, and separated on October 26, 2000. They have two minor children. A Temporary Order providing for custody and visitation of the parties' children, the payment of child and spousal support, the occupancy of the marital residence, and other matters unrelated to the proceeding before this court was entered in the Chancery Court of Craighead County, Arkansas, on January 25, 2001. With respect to the marital residence, the Temporary Order provides:

7. The plaintiff is awarded temporary possession of the marital residence located at . . . Jonesboro, Arkansas. The defendant shall be responsible for the mortgage payment and insurance on said residence, and the plaintiff shall be responsible for the utilities at that residence.

The Plaintiff occupied the residence with the parties' children from the time of the parties' separation until August of 2001 (approximately ten months). During this period of time, the Defendant made all mortgage payments as required by the Temporary Order. In September of 2001, after Plaintiff and the children moved out, the Defendant moved into the residence, and remained there until February of 2003, when the mortgage on the property was foreclosed. During that period of time, the Defendant made only one mortgage payment. Based upon statements made by the

mortgage holder to the Defendant, following sale of the property at foreclosure, no balance remained to be paid with respect to the home mortgage.

On November 28, 2001, the parties' divorce was tried without a jury, and a final Decree was entered on January 3, 2002. Among its many provisions, the Decree provides for the Defendant to pay to the Plaintiff child support in the amount of \$1,000.00 per month, and alimony in the amount of \$500.00 per month for six months. In addition, the Decree incorporates a "Partial Property Settlement Agreement, Child Custody and Visitation Agreement" dated November 28, 2001 (the "Property Settlement Agreement"), which, in pertinent part provides as follows:

13. The marital residence shall be listed for sale with Wanda Vaughan within 15 days of the execution of this agreement for a period of six months. Each party agrees to execute all necessary documents to list said residence for sale. Should the residence sell for a mutually agreed upon price during said six month period, the parties shall divide equally the net proceeds of said sale after payment of all costs, expenses and commissions associated with said sale. The parties further recognize that as of the entry of the decree of divorce in this cause, the tenancy by the entireties shall be converted to a tenancy in common. As long as the Husband lives in the residence and pays the mortgage payments, which include escrow for taxes and insurance, he shall be entitled to an offset of one-half of all mortgage payments, all taxes, and all insurance payments made from the date of the decree through the date of the sale. Additionally, in the event the Husband expends any monies necessary for improvement of the home in an effort to bring maximum resale value on the open market, he shall likewise be entitled to one-half credits for any sums expended for repairs of the home for purposes of the sale contemplated in this paragraph.

14. That the parties will enter into a Qualified Domestic Relations Order and divide equally between the parties all retirement benefits that have been generated during the marriage, same being more specifically spelled out in the Defendant's Answers to his Interrogatories. Further, as Plaintiff is the recipient of same Qualified Domestic Relations Order, it shall be her duty, or her attorney's duty to see that a proper Qualified Domestic Relations Order is prepared and submitted to the plan administrator.

Following the entry of the final Decree, the parties continued to litigate concerning the Defendant's failure to comply with the Decree and failure to cooperate in discovery. The Defendant was out of work from February 1, 2002, until July 2003. In the year prior to the loss of his job, the Defendant earned a gross salary of approximately \$349,000.00. On June 4, 2002, the Defendant's right to unsupervised visits with his children was suspended.

From September until December of 2002, the Defendant withdrew \$65,000.00 to \$70,000.00 from his retirement accounts. This represented 100% of the funds in those accounts, despite the fact that the Defendant had prepared a Qualified Domestic Relations Order which directed the division of his accounts as provided in the Property Settlement Agreement, and had provided this order together with a copy of the Decree to the fund manager for his accounts. In November of 2002, a hearing was conducted on the Plaintiff's second petition for contempt, and, among other awards, the Plaintiff was awarded a judgment in the amount of \$31,497.72, representing one-half of the difference between the value of the Defendant's and the Plaintiff's retirement accounts at the time of the Decree. In addition to the money judgment entered against him, the Defendant was found in contempt of court and sentenced to the Craighead County Detention Center for a term of six months.

The order provided that the Defendant might apply for a reduction in this sentence after he made the payments called for in the order. The Defendant was incarcerated for a period of six months ending on July 11, 2003. Following his release, another petition for contempt was filed citing his failure to pay child support during the period of his incarceration.

The third petition for contempt was heard on February 3, 2004, at which hearing the Defendant was again found to be in contempt of court for nonpayment of child support. The Defendant was sentenced to ninety days in jail, but was not required to report to jail at that time. Instead, he was ordered to attend a second hearing on April 12, 2004, at which time the court would “examine what he has done regarding payment of support, including whether he has made any significant progress in reducing the arrearage, and determine whether such sentence should be modified.” The Plaintiff was awarded a judgment of \$12,150.80 in child support arrearage, \$6,500.00 for attorney fees awarded in connection with prior proceedings, and an additional \$2,000.00 in attorney fees in connection with that hearing. Plaintiff was also granted judgment for \$500.00 as the result of a check that the Defendant had written to pay medical expenses for the parties’ minor child, but later stopped payment on. Finally, the court found that there had been a change in circumstances for the Defendant that resulted in a downward adjustment in ongoing child support.

The Defendant filed a voluntary petition under Chapter 7 of the Bankruptcy Code on February 19, 2004. The defendant listed five general unsecured debts related to this proceeding:

a debt of \$30,000.00 to the Plaintiff described as “division of marital property”; a debt of \$9,000.00 owed to Noyl Houston, the Plaintiff’s attorney; a debt of \$5,920.00 and another debt of \$75.00 owed to medical services providers; and a debt of \$300,000.00 owed to Washington Mutual described as “foreclosure.” With respect to this last debt, the Defendant testified that he was instructed by his attorney to list every debt in the amount in which it appeared on his credit report. As stated previously, the Debtor had been told that there was no remaining balance owed to Washington Mutual following the foreclosure sale. The Plaintiff offered no evidence that an outstanding obligation to Washington Mutual remains to be paid by her. A no asset report was made by the case trustee in the bankruptcy case on April 5, 2004.

On April 12, 2004, the Plaintiff filed a Motion for Continuance in the Arkansas Chancery Court, reciting that the Defendant had been found in contempt of court for nonpayment of child support and nonpayment of attorney fees. In addition, the motion recites that the Defendant had offered perjured testimony at the February 3, 2004, hearing when he told the court that he had filed a bankruptcy petition when in fact his petition was not filed until February 19, 2004. The motion indicates that the Plaintiff intended to seek relief from the automatic stay in the bankruptcy court before proceeding with filing another petition for contempt.

The Defendant testified that in connection with the hearing that was scheduled for April 12, 2004, the parties and their counsel met and worked out their differences. The Defendant paid \$12,150.80 in child support arrearages, and the parties agreed that his visitation rights would be

restored. The parties prepared an Agreed Order, which was entered on April 22, 2004, reflecting their agreement, but also providing for further continuation of the contempt hearing until the Plaintiff obtained relief from the automatic stay.

The Plaintiff filed the complaint commencing this adversary proceeding on June 4, 2004. The complaint seeks only a determination that four marital debts are nondischargeable pursuant to 11 U.S.C. § 523(a)(5) as spousal support. The complaint does not allege that the debts are nondischargeable pursuant to § 523(a)(15) as a division of marital property, nor does it allege that the debts are nondischargeable pursuant to any other exception to discharge. The Plaintiff did not testify and did not offer any evidence beyond written documents from the Arkansas Chancery Court. The four debts in question are these: (1) a debt for \$31,497.92 resulting from the division of the parties' retirement accounts; (2) a debt for \$9,000.00 resulting from awards of attorney fees; (3) debts for \$5,920.00 and \$75.00 representing bills for medical services provided to the parties' minor children; and (4) a debt for \$300,000.00 resulting from the foreclosure of the mortgage on the marital residence. In addition, as previously discussed, the Plaintiff seeks relief from the automatic stay to pursue the pending contempt proceeding against the Defendant. At the beginning of trial, counsel for the parties announced that they had resolved their differences with respect to the debts for attorney fees and medical expenses, and that these would be treated as nondischargeable. Thus the court need only consider the remaining two debts, one related to the division of the retirement

accounts and the other related to the home mortgage, and the question of whether to grant relief from the automatic stay.

CONCLUSIONS OF LAW

A. Dischargeability of Particular Debts

The Plaintiff seeks a determination of the dischargeability of two debts, the debt arising out of the division of the parties' retirement accounts and the debt, if any, arising out of the failure to make mortgage payments related to the marital residence, pursuant to 11 U.S.C. § 523(a)(5), which provides:

(a) A discharge under section 727 . . . of this title does not discharge an individual debtor from any debt –

(5) to a spouse, former spouse, or child of the debtor, for alimony to, maintenance for, or support of such spouse or child, in connection with a separation agreement, divorce decree or other order of a court of record, determination made in accordance with State or territorial law by a governmental unit, or property settlement agreement, but not to the extent that –

(A) such debt is assigned to another entity, voluntarily, by operation of law, or otherwise (other than debts assigned pursuant to section 408(a)(3) of the Social Security Act, or any such debt which has been assigned to the Federal Government or to a State or any political subdivision of such State); or

(B) such debt includes a liability designated as alimony, maintenance, or support, unless such liability is actually in the nature of alimony, maintenance, or support.

11 U.S.C. § 523(a)(5). The Plaintiff must establish the application of this exception to discharge by a preponderance of the evidence. *Grogan v. Garner*, 498 U.S. 279, 111 S. Ct. 654 (1991).

The United States Court of Appeals for the Sixth Circuit has provided direction for the application of this section in a series of opinions beginning with *Long v. Calhoun (In re Calhoun)*, 715 F.2d 1103 (6th Cir. 1983). In *Calhoun*, the court established that obligations not to be paid directly to a spouse or former spouse and not designated as support may still be nondischargeable support for purposes of § 523(a)(5)(B) if such obligations are actually in the nature of support. It then set out a four-step analysis for determining whether an obligation to assume marital debts not designated as support is nevertheless in the nature of support, and therefore, nondischargeable. With respect to this type of obligation, *Calhoun* requires the following analysis. (1) Did the court or parties intend to establish an obligation for support at the time the decree was entered or agreement was made? (2) Does the assumption of indebtedness have the *effect* of providing support *necessary* to ensure that the daily needs of the former spouse and any children of the marriage are satisfied? (3) Is the amount of support represented by the assumption so excessive that it is manifestly unreasonable under traditional concepts of support? (4) If, at the times the debts were assumed, the assumption substantially exceeded a spouse's present and foreseeable ability to pay, the amount of the assumption which exceeds that ability should not be characterized as in the nature of support. *Calhoun*, 715 F.2d at 1109-10. If the court or the parties did not intend to create a support obligation with respect to an assumption of indebtedness, the inquiry ends. In *Fitzgerald v. Fitzgerald*, the

court clarified that the analysis provided in *Calhoun* was intended to apply only to assumptions of indebtedness, not to traditional alimony or support payment. *Fitzgerald v. Fitzgerald (In re Fitzgerald)*, 9 F.3d 517 (6th Cir. 1993). A trial court has no duty to review orders using the *Calhoun* analysis where an obligation is denominated alimony and clearly is alimony, as opposed to a division of property. Such an obligation is strictly nondischargeable, without further modification or analysis by the bankruptcy court. In *Sorah v. Sorah*, the court gave additional instructions for determining whether spousal obligations designated “support” are actually in the nature of support (and not a division of property in disguise) for purposes of § 523(a)(5). The court directed that the trial court look to traditional state law indicia of support, which include, but are not limited to, the following:

- (1) a label such as alimony, support, or maintenance in the decree or agreement, (2) a direct payment to the former spouse, as opposed to the assumption of a third-party debt, and (3) payments that are contingent upon such events as death, remarriage, or eligibility for Social Security benefits.

Sorah v. Sorah (In re Sorah), 163 F.3d 397, 401 (6th Cir. 1998). The analysis for determining whether an award is support is “not limited to the traditional indicia and can include other . . . [factors such as] . . . the disparity of earning power between the parties . . . the need for economic support and stability . . . the presence of minor children, and . . . marital fault.” *Bailey v. Bailey (In re Bailey)*, 254 B.R. 901, 906 (B.A.P. 6th Cir. 2000). Once a plaintiff has carried his or her burden

of establishing that traditional indicia of support are present, an obligation is conclusively presumed to be a support obligation. *Sorah*, 163 F. 3d at 401.

There are two initial questions to be asked of any obligation with respect to a spouse or former spouse created in a divorce decree or separation agreement. First, is the obligation to be paid directly to a spouse or former spouse? Second, is the obligation labeled alimony or support? An obligation that is payable to a spouse or former spouse and that is labeled alimony or support is analyzed under *Sorah* for the purpose of determining whether it is a division of property in disguise. An obligation that is not payable to a spouse or former spouse and that is not labeled support is to be analyzed under *Calhoun*. The court of appeals has not given explicit direction as to the analysis of claims payable to a spouse or former spouse and not labeled support. These may either be labeled something other than support or not labeled at all. It seems that in either case, the initial inquiry must be that set out in *Calhoun*: did the court or the parties intend to create a support obligation?

1. The Division of Retirement Benefits

The obligation to divide the parties' retirement accounts was created in the Property Settlement Agreement at paragraph 14. It was further clarified in the order of November 27, 2002. The obligation created in the order of November 27, 2002, is payable to the former spouse of the Defendant, but neither of the relevant documents uses the label "support" or "spousal support" in the paragraphs concerning this obligation. Paragraph 14 appears under the heading "Child Custody and Support" in the Property Settlement Agreement, but that is the only heading in that document

which, as stated previously, is entitled, “Partial Property Settlement, Child Custody and Visitation Agreement, ” and is incorporated into the final Decree. The agreement, according to its title, is concerned only with child custody, child visitation and division of property, not with child or spousal support. The Decree itself makes provision for both child and spousal support. Spousal support in the Decree is clearly labeled “alimony.” Even though there is only one major heading in the Property Settlement Agreement, there appears to be a break in thought at paragraph 12, which begins, “. . .as stated in the declarations preceding this property settlement agreement” The paragraphs before paragraph 12 clearly deal with child custody and visitation. The paragraphs after paragraph 12 clearly deal with property. Paragraph 25 of the Property Settlement Agreement states: “The parties hereto agree that the terms and conditions of this agreement shall constitute a stipulation in such divorce action to be filed on behalf of Wife insofar as *settlement of property rights* is concerned.” (emphasis added). Paragraph 14 clearly is not concerned with child custody or visitation. Therefore, it should be concerned with property division.

If an ambiguity is created by the heading in the Property Settlement Agreement, the Plaintiff offered no evidence to clear it up. Based upon the overall title of the document and the position of the relevant paragraph in the document, the label given to the division of retirement accounts is “property settlement.” The Plaintiff offered no evidence other than the Decree itself from which the court can determine the intent of the court or the parties. The Decree makes no factual findings concerning the Plaintiff’s need for support, even though provision is made for temporary spousal

support, of relatively short duration, at paragraph 12 of the Decree. The presence of this paragraph, together with the fact that the provision for division of the retirement accounts is found in the Property Settlement Agreement, leads the court to conclude that the court and the parties intended the division of the retirement accounts to be a division of marital property rather than support.

If the court were to employ the *Sorah* analysis, the result would be the same. Although the obligation with respect to the retirement accounts is payable directly to a former spouse, it is not labeled support and it is not contingent upon such events as death, remarriage, or eligibility for Social Security benefits. It does not carry the traditional indicia of support. At most it provides the indirect support that every division of property provides. *See Calhoun*, 715 F. 3d at 1103. The Plaintiff has failed to carry her burden to establish the presence of a spousal support obligation, and has raised no other issues with respect to the dischargeability of the obligation arising out of the retirement accounts.¹ Therefore, the court concludes that the obligation arising out of the retirement accounts is dischargeable.

2. Obligation Related to the Marital Residence

¹ At trial, counsel for the Plaintiff asked questions of the Defendant tending to show that the judgment resulting from the Defendant's withdrawal of funds from his retirement accounts may have resulted from wrongdoing on the part of the Defendant. Debts for money or property obtained by fraud may be excepted from discharge upon the timely filing of a complaint. 11 U.S.C. § 523(a)(2)(A). Likewise, marital obligations not intended as support may also, under certain conditions, be excepted from discharge upon the timely filing of a complaint. 11 U.S.C. § 523(a)(15). Neither of these sections was relied upon by the Plaintiff in her complaint or at trial. The deadline for filing complaints to determine the dischargeability of debts pursuant to these sections in the Defendant's case was June 4, 2004.

The obligation to make mortgage payments was created by the Temporary Order. The Temporary Order does not label the obligation support and the obligation is payable to a third party, Washington Mutual. Thus the court must look to the *Calhoun* factors to determine whether this obligation, not labeled support, is nevertheless in the nature of support. The intention of the court and the parties is expressed in the written document. The paragraph concerning the marital residence appears between a paragraph dealing with support and maintenance of the Plaintiff and the minor children, and a paragraph dealing with use and possession of an automobile. The Temporary Order contemplates the occupancy of the marital residence by the Plaintiff. It is not unlikely that payment of the mortgage note by the Defendant for as long as the Plaintiff and their children occupied the marital residence was intended as support for both the Plaintiff and the minor children. *See Costell v. Costell (In re Costell)*, 75 B.R. 348, 355-56 (Bankr. N.D. Ohio 1987) (holding that a debtor's obligation to pay first and second mortgages pursuant to a divorce decree was nondischargeable, since payment of the mortgages had the effect of providing necessary support for former spouse and children); *Wright v. Wright (In re Wright)*, 51 B.R. 630 (Bankr. S.D. Ohio 1985) (holding that the assumption of a second mortgage loan was nondischargeable since it had the effect of providing necessary support for the former spouse and children). By the time the Decree was entered, however, the marital residence was no longer occupied by the Plaintiff and children. The discussion of the marital residence in the Decree occurs in the Property Settlement Agreement. The court has already discussed the fact that the only matters which are the subject of the Property

Settlement Agreement are child custody, child visitation, and property division, but not child or spousal support. The paragraph related to the marital residence provides for neither child custody nor child visitation. The paragraph provides for the listing and sale of the marital residence, and equal division of the sale proceeds after payment of the costs of sale and the indebtedness secured by the property. The Property Settlement Agreement does not contemplate that the marital residence will provide support in the form of shelter for the Plaintiff and her children. The only obligation toward the Plaintiff with respect to the marital residence set out in the Decree is the obligation to divide the proceeds of sale evenly.

Further, in the paragraph concerning the marital residence in the Property Settlement Agreement, the Defendant is to be given an offset of one-half of the amount of mortgage payments made by him from the date of the Decree until the date of sale. The court understands this provision to mean that because the parties were jointly liable for making the mortgage payments, the Plaintiff's half of the mortgage payments which were paid by the Defendant were to be treated as a cost of sale before the net proceeds of sale were determined and divided. This interpretation is bolstered by a similar provision in the same paragraph that entitles the Defendant to offset one-half of any costs of repair made by him in anticipation of sale.

If the Temporary Order created an obligation of support with respect to mortgage payments, this obligation constituted support only so long as the Plaintiff and her children actually occupied the residence. The Defendant testified that the Plaintiff left the marital residence in August of 2001,

and that he made all of the mortgage payments that came due from the date of the Temporary Order until the Plaintiff moved away from the property. The Defendant's obligation of support, if any, was fully satisfied by these payments. Further, it appears that the entire obligation with respect to the mortgage was satisfied through the foreclosure sale. The Plaintiff provided no contradictory proof, nor did she assert that she had been compelled to make mortgage payments for which she was seeking reimbursement from the Defendant as the result of a hold harmless agreement.

From the foregoing, the court concludes that the *obligation* to make mortgage payments, vis-à-vis the Plaintiff, ceased when the Plaintiff moved from the residence. This obligation was fully paid. Any remaining obligation under the mortgage note was the obligation to Washington Mutual which the Defendant shared with the Plaintiff under the mortgage note itself. This obligation is not in the nature of spousal support and is dischargeable. This obligation appears to have been fully paid at foreclosure, but a determination that it was in fact paid is not necessary to the court's decision.

B. Relief from the Automatic Stay to Permit Continuation of Contempt Proceeding

The automatic stay provided at 11 U.S.C. § 362(a) is among the most fundamental of debtor protections, but it is not unlimited. The automatic stay does not apply to “the commencement or continuation of an action or proceeding for the establishment or modification of an order for alimony, maintenance, or support.” 11 U.S.C. § 362(b)(2)(A)(ii). The automatic stay also does not apply to an action for “the collection of alimony, maintenance, or support from property that is not

property of the estate.” 11 U.S.C. § 362(b)(2)(B). In a Chapter 7 case, property of the estate includes all legal and equitable interests of the debtor in property as of the commencement of the case, but does not include the future earnings of the debtor. *See* 11 U.S.C. § 541(a)(1).

The Defendant has stipulated that his obligation to pay attorney fees on behalf of the Defendant and his obligation to pay for medical services provided to his children are in the nature of support and are not dischargeable. These obligations may be the subject of an action to collect support without violating the automatic stay. Collection of these items is limited to the future earnings of the Defendant and any assets he may have acquired with his earnings after the filing of the bankruptcy case. It appears that in the past, the Arkansas Chancery Court has used its contempt powers to coerce the Defendant to pay. In both instances, the chancery court conditioned the Defendant’s period of incarceration on the Defendant’s making payments awarded by the court. Generally before a court imposes a sentence of incarceration to coerce payment it must find that the defendant has the present ability to pay, but refuses to do so. Alternatively, a court may find that the defendant had the ability to pay at some time in the past, but refused to pay. Under that circumstance, a court may punish the defendant for his contempt by imposing a sentence of incarceration for a specified term. If a defendant does not have the present ability to pay an obligation and has never had the ability to pay the obligation, a sentence of imprisonment is prohibited. ARK. CONST. art. 2, § 16. This court has not been asked to determine that the Defendant has the present ability to pay the obligations which have been stipulated to be nondischargeable.

This would be an appropriate analysis for the chancery court to make in connection with the collection efforts of the Plaintiff.

The court has found that the judgment arising out of the division of the parties' retirement accounts and the obligation, if any, to make mortgage payments with respect to the marital residence are not in the nature of support, and thus are dischargeable. These debts may not be the subject of an action to collect support. Any attempt to collect these debts by the Plaintiff would violate the automatic stay, and upon the entry of the Defendant's discharge, the discharge injunction provided at 11 U.S.C. § 524(a).²

CONCLUSION

Pursuant to the stipulation of the parties, the court declares the following debts of the Defendant to be NONDISCHARGEABLE:

1. A debt of \$9,000.00 to Noyl Houston, attorney.

² That section provides:

§ 524. Effect of discharge

(a) A discharge in a case under this title –

(1) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged under section 727, 944, 1141, 1228, or 1328 of this title, whether or not discharge of such debt is waived;

(2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived; and

(3) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect or recover from, or offset against, property of the debtor of the kind specified in section 541(a)(2) of this title that is acquired after the commencement of the case, on account of any allowable community claim, except a community claim that is excepted from discharge under section 523, 1228(a)(1), or 1328(a)(1) of this title, or that would be so excepted, determined in accordance with the provisions of sections 523(c) and 523(d) of this title, in a case concerning the debtor's spouse commenced on the date of the filing of the petition in the case concerning the debtor, whether or not discharge of the debt based on such community claim is waived.

In re Brent A. Meador
Chapter 7 Case No. 04-22718-L
Keli Angel Meador v. Brent Alan Meador
Adv. Proc. No. 04-00439
Opinion and Order

2. A debt of \$5,920.00 to St. Bernard's Medical Center.
3. A debt of \$75.00 to Doctors Anatomic Pathology.

For all of these debts, execution may issue.

The court declares that the debt of the Defendant to the Plaintiff in the amount of \$31,497.72 arising from the division of retirement accounts is DISCHARGEABLE. The court further declares that the obligation of the Defendant to the Plaintiff arising out of the marital residence, if any, is DISCHARGEABLE.

Finally the court declares that the automatic stay does not apply to the obligations that have been stipulated to be nondischargeable, but does apply to the obligations that the court has determined are dischargeable. With respect to the obligations that the court has declared to be dischargeable, the Plaintiff is prohibited from commencing or continuing any action to collect those debts from the person or property of the Defendant.