

PO8000000463

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400317842714

09/05/18--01020--022 **35.00

FILED
CLERK OF STATE
DIVISION OF CORPORATE AFFAIRS
18 SEP -5 PM 2:01

Amend

SEP 11 2018

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Optimal Cleaning Solutions Inc
DOCUMENT NUMBER: P08000000463

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Norma Olivardia
Name of Contact Person

Firm/ Company

3002 Harness Ct
Address

San Jose, FL 31240
City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Norma Olivardia at ()
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed) |
|--|---|--|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
CLERK OF DISTRICT COURT
JAN 17 1968
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Articles of Amendment
to
Articles of Incorporation
of

Optimal Cleaning Solutions Inc

(Name of Corporation as currently filed with the Florida Dept. of State)

P08000000463

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:

(Attach additional sheets, if necessary). (Be specific)

Attaching to the file Settlement Agreement
between Norma Oliverdia (VP) and Fredy
Pardo-Monroy

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,
provisions for implementing the amendment if not contained in the amendment itself:**

(if not applicable, indicate N/A)

Attaching to the file Settlement Agreement
between Norma Oliverdia (VP) and Fredy
Pardo-Monroy

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 08-27-2018

Signature [Signature]
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Norma Olivardia
(Typed or printed name of person signing)

Vice President
(Title of person signing)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

NORMA OLIVARDIA,

Case No.: Case No.: 8:17-bk-03362-RCT
Chapter 13

Debtor.

FREDY PARDO-MONROY,

Adv. Pro. No.: 8:17-ap-00500-RCT

Plaintiff,

v.

NORMA OLIVARDIA,

Defendant.

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT

The Plaintiff, Fredy Pardo-Monroy, ("Pardo") and the Debtor / Defendant, Norma Olivardia ("Olivardia"), by and through their undersigned respective counsel, hereby move this Court to approve the parties Settlement Agreement, which settles all matters in this Adversary Complaint, and all matters in the main bankruptcy case, including all claims by Pardo against the Debtor and claims by the Debtor against Pardo, and in support would state as follows:

1. On April 20, 2017, Norma Olivardia filed a Chapter 13 bankruptcy.
2. The Plaintiff, Fredy Pardo-Monroy, is a creditor in the Norma Olivardia bankruptcy case.

3. The Debtor and Pardo were formerly husband and wife and within their divorce case had entered into a Marital Settlement Agreement.
4. At the time of the filing of this bankruptcy case, the Debtor and Pardo had disputes concerning distribution of assets and liabilities under the Marital Settlement Agreement and disputes concerning distribution and application of shareholder profits from a family business, Optimal Cleaning Solutions, Inc., of which the Debtor and Pardo together owned fifty percent (50%) of the stock in said company and the Debtor's sister and brother-in-law, Carolina Herrera and Miguel Rivera, owned the other fifty percent (50%).
5. At the time of the filing of the bankruptcy, state court actions in the Family Law Division for reconsideration of the court's previous orders were pending.
6. Both parties contended that the other party has violated the Marital Settlement Agreement.
7. On June 16, 2017, the Plaintiff filed this Adversary Complaint.
8. On July 19, 2017, the Defendant filed an Answer to this Adversary Complaint.
9. Filed within the main bankruptcy case and still pending, along with the Complaint, are the following contested matters:
 - a. Motion to Dismiss Case, as a Bad Faith Filing, by Creditor Fredy Pardo-Monroy, (Doc. No. 17), Debtor's Response to Motion to Dismiss Case, as a Bad Faith Filing, by Creditor Fredy Pardo-Monroy (Doc No. 30);
 - b. Verified Motion for Relief from the Automatic Stay, by Creditor Fredy Pardo-Monroy (Doc. No. 18), Debtor's Response to Verified Motion for Relief from the Automatic Stay, by Creditor Fredy Pardo-Monroy (Doc. No. 29);

- c. Objection to Debtor's Claim of Exemptions, by Creditor Fredy Pardo-Monroy (Doc. No. 20), Debtor's Response to Objection to Debtor's Claim of Exemptions, by Creditor Fredy Pardo-Monroy (Doc. No. 31).
- 10. The pending scheduled hearings, are set as follows:
 - a. Adversary Case Pre-Trial Conference, currently scheduled for December 18, 2017, at 2:30 p.m.
 - b. Motion to Dismiss Case, as a Bad Faith Filing, by Creditor Fredy Pardo-Monroy, (Doc. No. 17), Debtor's Response to Motion to Dismiss Case, as a Bad Faith Filing, by Creditor Fredy Pardo-Monroy (Doc No. 30), Hearing scheduled for March 26, 2018, at 1:35 p.m.
 - c. Verified Motion for Relief from the Automatic Stay, by Creditor Fredy Pardo-Monroy (Doc. No. 18), Debtor's Response to Verified Motion for Relief from the Automatic Stay, by Creditor Fredy Pardo-Monroy (Doc. No. 29), Hearing scheduled for March 26, 2018, at 1:35 p.m.
 - d. Objection to Debtor's Claim of Exemptions, by Creditor Fredy Pardo-Monroy (Doc. No. 20), Debtor's Response to Objection to Debtor's Claim of Exemptions, by Creditor Fredy Pardo-Monroy (Doc. No. 31), Hearing scheduled for March 26, 2018, at 1:35 p.m.
- 11. The parties have agreed to settle this Adversary Complaint, and all of their disputes within this Bankruptcy main case and within the State Court, pursuant to the terms and conditions, as set forth in their Settlement Agreement (attached hereto as Exhibit "A").
- 12. A summary of the main terms of the Settlement Agreement, to which the Plaintiff and the Defendant have agreed, and which are subject to Court approval, are as follows:

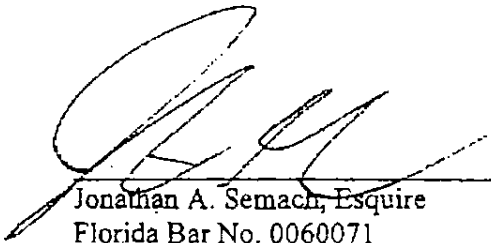
- a. In consideration of the Debtor, Norma Olivardia, paying the settlement amount of \$135,000.00, at a designated closing date, within ninety (90) days of the executed agreement, but not before Bankruptcy Court approval, Fredy Pardo-Monroy, creditor shall:
- i. Waive all claims against Norma Olivardia, individually, for any reason and as former spouse and under all prior agreements, including the Marital Settlement Agreement, and execute general releases of Olivardia.
 - ii. Waive all claims against Optimal Cleaning Solutions, Inc., Olivardia, Miguel Herrera and Carolina Herrera, as shareholders of Optimal Cleaning Solutions, Inc., and execute general releases of Olivardia, Optimal Cleaning Solutions, Inc., Miguel Rivera and Carolina Herrera;
 - iii. Transfer and assign to Norma Olivardia all of his rights, title and interest in Optimal Cleaning Solutions, Inc., including stock and any claims to past shareholder distributions or other rights as shareholders;
 - iv. Dismiss the Adversary Proceeding (Case No. 8:17-ap-00500-RCT), and file or withdraw any Bankruptcy or State court pleading necessary to effectuate the settlement;
 - v. Execute any necessary pleadings within the state court and bankruptcy court to effectuate the settlement agreement.
- b. In consideration the Debtor, Norma Olivardia, shall:
- i. Pay the settlement amount of \$135,000.00, at a designated closing date, within ninety (90) days of the executed agreement (but not before

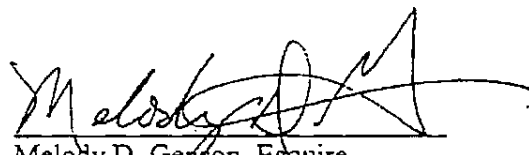
- i. Pay the settlement amount of \$135,000.00, at a designated closing date, within ninety (90) days of the executed agreement (but not before Bankruptcy Court approval), and as stated within the Settlement Agreement;
 - ii. Waive all claims against Fredy Pardo-Monry concerning the marital settlement agreement and as former shareholder of Optimal Cleaning Solutions, Inc., and execute a general release of Pardo;
 - iii. Execute any necessary pleadings within the state court and bankruptcy court to effectuate the Settlement Agreement.
13. The proposed settlement is in the best interest of the parties, is fair and equitable, and resolves all disputes between the parties while avoiding further risks, costs and expense to the parties.
14. The proposed settlement of the parties does not adversely affect the bankruptcy estate in that the funds for the settlement payment will be obtained by the Debtor from family members.
15. The proposed settlement is contingent upon the approval of the Bankruptcy Court.
16. The Settlement Agreement and this Court's order will be filed in the state court action to have same dismissed, with prejudice.
17. Upon receiving approval of the Bankruptcy Court, and upon the Settlement Agreement being otherwise finalized pursuant to the terms of the Settlement Agreement, the parties will file herein a Joint Motion to Dismiss this adversary proceeding, with prejudice.
18. The Bankruptcy Court shall retain jurisdiction to enforce the Settlement Agreement.

WHEREFORE, the Plaintiff, Fredy Pardo-Monroy, and the Defendant, Norma Olivardia, respectfully request that this Court (1.) approve the proposed Settlement Agreement, on the terms set forth therein; (2.) determine that all disputes between the Parties as to any matters including all issues concerning Optimal Cleaning Solutions, Inc. stock ownership and shareholder distributions are fully and completely resolved by the Settlement Agreement pre and post-bankruptcy petition; (3.) the Bankruptcy Court will reserve jurisdiction to enforce the Agreement, and for such other relief as this Court finds just and equitable.

Dated: 12/5/17

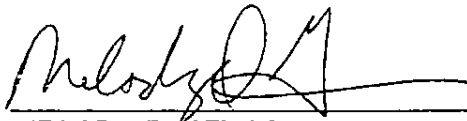
Dated: 12/5/17


Jonathan A. Semach, Esquire
Florida Bar No. 0060071
Buddy D. Ford, PA
9301 West Hillsborough Avenue
Tampa, FL 33615-3008
Attorney for Creditor Fredy Pardo-Monroy


Melody D. Genson, Esquire
Florida Bar No. 342092
Law Offices of Melody D. Genson
2750 Ringling Blvd. Suite 3
Sarasota, FL 34237
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a true and correct copy of the foregoing has been furnished this 1st day of Dec, 2017, by electronic transmission or by U.S. Mail, postage prepaid to the following named addressees: : **Chapter 13 Kelly Remick**, P.O. Box 6099, Sun City Center, FL 33571-6099; **U.S. Trustee's Office**, 501 E. Polk St., Suite 1200, Tampa, FL 33602; **Norma Olivardia, Debtor**, 3002 Harness Court, Sarasota, FL 34240; **Fredy Pardo-Monroy, Creditor**, 5208 Bentgrass Way, Bradenton, FL 34211; to **Buddy D. Ford, P.A., Attn. Jonathan A. Semach, Esquire, Attorney for Creditor** 9301 West Hillsborough Avenue, Tampa, FL 33615-3008, and to the **matrix** as per attached.



MELODY D. GENSON, Attorney at Law
2750 Ringling Blvd., Suite 3
Sarasota, FL 34237
(941) 365-5870
Florida Bar No. 342092

Label Matrix for local noticing
113A-8
Case 8:17-bk-03362-RCT
Middle District of Florida
Tampa
Mon Dec 11 15:05:24 EST 2017

Ally Financial
PO Box 130424
Roseville MN 55113-0004

Chase Bank
P.O. Box 1423
Charlotte, NC 28201-1423

Credit One Bank
P.O. Box 98873
Las Vegas, NV 89193-8873

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
US Attorney General
950 Pennsylvania Ave. North
Washington, DC 20530-0009

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541-1021

Kelly Remick
Chapter 13 Standing Trustee
Post Office Box 6099
Sun City, FL 33571-6099

United States Trustee - TPA7/13 7
Timberlake Annex, Suite 1200
501 E Polk Street
Tampa, FL 33602-3949

Bank of America, N.A.
P O Box 982284
El Paso, TX 79998-2284

Comenity - J Crew
P.O. Box 182273
Columbus, OH 43218-2273

Department of Revenue
PO Box 6668
Tallahassee, FL 32314-6668

Internal Revenue Service
Attn: Civil Processing Clerk
400 North Tampa Street
Suite 3200
Tampa, FL 33602-4798

LVNV Funding, LLC its successors and assigns
assignee of FNEB, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

The Van Ness Law Group, PA
46 North Washington Blvd.
Suite 9
Sarasota, FL 34236-5932

Melody D. Genson
Melody D Genson, PA
2750 Ringling Boulevard, Suite 3
Sarasota, FL 34237-6300

Ally Financial
P.O. Box 380902
Minneapolis, MN 55438-0902

Bealls
P.O. Box 659705
San Antonio, TX 78265-9705

Comenity - Victoria Secret
P.O. Box 659728
San Antonio, TX 78265-9728

Freddy Pardo
5208 Bentgrass Way
Bradenton, FL 34211-1702

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Quantum3 Group LLC as agent for
Comenity Bank
PO Box 788
Kirkland, WA 98083-0788

Fredy Pardo-Monroy
5208 Bentgrass Way
Bradenton, FL 34211-1702

Norma Olivardia
3002 Harness Court
Sarasota, FL 34240-8216

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service
400 West Bay Street
Suite 35045, M/S 5720
Jacksonville, FL 32202

(d)Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114

End of Label Matrix
Mailable recipients 23
Bypassed recipients 0
Total 23

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

NORMA OLIVARDIA,

Case No.: 8:17-bk-03362-RCT
Chapter 13

Debtor.

FREDY PARDO-MONROY,

Adv. Pro. No.: 8:17-ap-00500-RCT

Plaintiff,

v.

NORMA OLIVARDIA,

Defendant.

SETTLEMENT AGREEMENT

THE PARTIES, Norma Olivardia, Debtor ("Olivardia") and Fredy Pardo-Monroy ("Pardo") (collectively "the Parties"), for good and valuable consideration, hereby enter into this Settlement Agreement.

WHEREAS, Olivardia and Pardo were formerly married and entered into a Marital Settlement Agreement concerning the distribution of their assets and liabilities; and

WHEREAS, during the marriage and to date, Olivardia and Pardo owned fifty percent (50%) in the stock in a family business known as Optimal Cleaning Solutions,

Exhibit "A"

Inc., a Florida corporation, but the Marital Settlement Agreement did not address the stock ownership; and

WHEREAS, Olivardia's sister and brother-in-law, Miguel Rivera and Carolina Herrera, own the other fifty percent (50%) of the stock in the business, Optimal Cleaning Solutions, Inc.; and

WHEREAS, various disputes have arisen concerning the former marital property and liabilities and the distribution of same; and

WHEREAS, disputes have arisen concerning the stock ownership of Optimal Cleaning Solutions, Inc. and the distribution of shareholder profits; and

WHEREAS, Olivardia claims that Pardo owes her money concerning the Marital Settlement Agreement distribution of assets and liabilities; and

WHEREAS, Pardo claims that Olivardia owes him money concerning the Marital Settlement Agreement distribution of assets and liabilities; and

WHEREAS, Pardo claims that Olivardia may have received shareholder distributions from Optimal Cleaning Solutions, Inc. that should have been distributed to Pardo; and

WHEREAS, Olivardia and Optimal Cleaning Solutions, Inc. dispute Pardo's claims; and

WHEREAS, Pardo has filed pleadings within the State Family Court for collection of his claims against Olivardia and has threatened to filed pleadings against Optimal Cleaning Solutions, Inc., for wrongful distribution of shareholder profits; and

WHEREAS, Olivardia filed bankruptcy and lists as her assets the claims against Pardo and Pardo has filed claims, within the Bankruptcy Court, against Olivardia; and

WHEREAS, the Parties, recognizing the expense, inconvenience and time consumption involved in continuing to pursue their respective positions and with the intent to resolve all matters and issues between them finally and forever and whether specifically stated herein or not, have decided and agreed to settle all of their disputes, as set forth herein.

NOW THEREFORE, for and in consideration of the promises exchanged herein, and for such other good and sufficient consideration the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree that upon execution of this Agreement by all Parties, the Parties will: (a.) File a motion to have the Bankruptcy Court approve this Agreement; (b.) Set a closing date, no later than ninety (90) days from the date of this Agreement, but not before the entry of an order by the Bankruptcy Court approving said Agreement, to exchange funds and documents as contemplated within this Agreement.

2. In full and complete settlement of Pardo's claims against Olivardia, Optimal Cleaning Solutions, Inc., Miguel Rivera and Carolina Herrera, and as a purchase price for all of Pardo's rights to stock in Optimal Cleaning Solutions, Inc., or unpaid past shareholder distributions rights in Optimal Cleaning Solutions, Inc., Olivardia will pay to Pardo the total sum of one hundred thirty-five thousand dollars (\$135,000.00). Payment shall be made within ninety (90) days of the full execution of this Settlement Agreement, but not before the Bankruptcy Court has approved the settlement. (If the closing is delayed after the ninety (90) days waiting on Court approval, a closing date shall be set within ten (10) days of the entry of the Court order approving said Agreement.)

3. At the closing, Olivardia will pay the settlement amount and Pardo will execute the stock transfer documents transferring all rights in the stock in Optimal Cleaning Solutions, Inc. to Olivardia.

4. At the closing, the Parties will execute full and complete general releases releasing each other from any further claims whatsoever. In addition to releasing Olivardia, Pardo will execute general releases as to Optimal Cleaning Solutions, Inc., Miguel Rivera and Carolina Herrera. In addition to executing a personal general release of Pardo, Olivardia will secure and deliver to Pardo general releases of Pardo executed by Optimal Cleaning Solutions, Inc., Miguel Rivera and Carolina Herrera.

5. The Parties will execute and file all necessary pleadings within the Bankruptcy Court and State Court to effectuate the Settlement Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the Parties, their agents and representatives, and their heirs, successors and assigns.

7. This Agreement shall be binding on the Parties and survive a Bankruptcy Dismissal and/or Bankruptcy Discharge of Olivardia.

8. This Agreement may be amended or modified only by a written instrument that has been executed by the Parties and that unequivocally indicates the Parties' intention to modify this Agreement.

9. This Agreement shall be filed in the Bankruptcy Court and within the State Court divorce action to clearly indicate that all claims and issues have been fully determined between the Parties and cannot be raised again.

10. Each party acknowledges that they have been represented by counsel and have considered the Agreement and its terms and entered into same voluntarily.

11. This Agreement may be executed in counterparts, with the effective date being the date both parties have signed. This Agreement may be executed and delivered by exchange of facsimile or e-mails showing the signatures of the Parties. A fax or photo copy of the original shall have the same force and effect as the original.

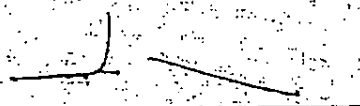
12. If any legal proceeding is needed to enforce any terms of this Agreement, the prevailing parties shall be entitled to recover their reasonable and necessary attorney's fees and costs from the losing party.

13. The Bankruptcy Court shall retain jurisdiction to enforce this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

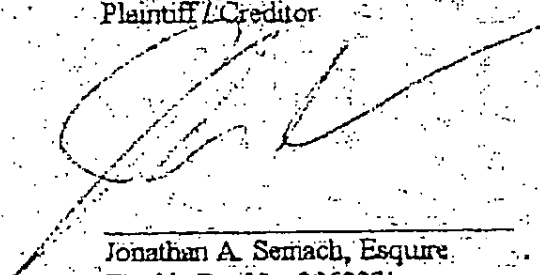
Dated: 12/8/17

Dated: _____



Freddy Pardo-Monroy
Plaintiff / Creditor

Notina Olivardia
Debtor / Defendant



Jonathan A. Semach, Esquire
Florida Bar No. 0060071
Buddy D. Ford, PA
9301 West Hillsborough Avenue
Tampa, FL 33615-3008
Attorney for Creditor Freddy Pardo-Monroy

Melody D. Genson, Esquire
Florida Bar No. 342092
Law Offices of Melody D. Genson
2750 Ringling Blvd. Suite 3
Sarasota, FL 34237
Attorney for Debtor

11. This Agreement may be executed in counterparts, with the effective date being the date both parties have signed. This Agreement may be executed and delivered by exchange of facsimile or e-mails showing the signatures of the Parties. A fax or photo copy of the original shall have the same force and effect as the original.

12. If any legal proceeding is needed to enforce any terms of this Agreement, the prevailing parties shall be entitled to recover their reasonable and necessary attorney's fees and costs from the losing party.

13. The Bankruptcy Court shall retain jurisdiction to enforce this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: _____

Dated: 12-04-17

Fredy Pardo-Monroy
Plaintiff / Creditor

Norma Olivardia
Debtor / Defendant

Jonathan A. Semach, Esquire
Florida Bar No. 0060071
Buddy D. Ford, PA
9301 West Hillsborough Avenue
Tampa, FL 33615-3008
Attorney for Creditor Fredy Pardo-Monroy

Melody D. Genson, Esquire
Florida Bar No. 342092
Law Offices of Melody D. Genson
2750 Ringling Blvd. Suite 3
Sarasota, FL 34237
Attorney for Debtor