

In re

Mark S. Jackson

Debtor

Bky. File No. 02-84367  
Adv. Proceeding No. 03-4057

Brenda L. Criego

Plaintiff

vs

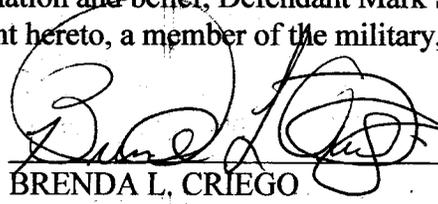
**AFFIDAVIT OF DEFAULT  
AND IDENTIFICATION OF  
DEFAULTING PARTY**

Mark S. Jackson

Defendant

Brenda L. Criego, being first duly sworn, deposes and states:

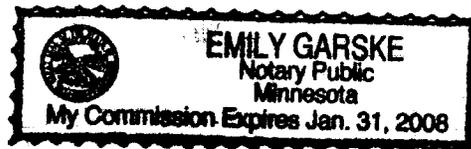
1. I am the plaintiff representing myself, In the above captioned matter.
2. On March 5, 2003 I served by certified mail the Defendant Mark S. Jackson, 6225 Ryan Ave, Edina, MN 55424, Robert J. Hoglund, P.O. Box 130938, Roseville, MN 55113 and Trustee US Office, 300 South , 4th Street, Mnpls, MN 55415. with the Summons and Complaint in the above referenced matter. The affidavit of Service was filed on or about April 16, 2003.
3. More then 30 days since the date of the Summons has lapsed with no response from Defendant Mark S. Jackson.
4. To the best of my knowledge, informatioin and belief, the full name and address of Defendant is as follows: Mark S. Jackson, 6225 Ryan Ave, Edina, MN 55424. This is the address contained within the Defendant's Chapter 7 Petition.
5. To the best of my knowledge, information and belief, Defendant Mark S. Jackson is not now, nor has been at any time relevant hereto, a member of the military, and infant or of noncompetent status.



BRENDA L. CRIEGO

Filed on 1-29-04  
Patrick G. De Wane, Clerk  
By [Signature] Deputy Clerk

Subscribed and sworn to before me  
this 15<sup>th</sup> day of January 15, 2004

EMILY GARSKE  
Notary Public  
Minnesota  
My Commission Expires Jan. 31, 2008

9-1

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
FOURTH DIVISION

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In re:

Chapter 7

Mark S. Jackson

Bky. File No. 02-84367 NCD  
Adv. Proceeding No. 03-4057 NCD

Debtor

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Brenda L. Criego

Plaintiff

vs

AFFIDAVIT ON  
THE MERITS

Mark S. Jackson

Defendant

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Brenda L. Criego, being first duly sworn, deposes and states:

1. I am the plaintiff representing myself, in the above captioned matter
2. On or about November 9, 2001, the debtor borrowed from myself the amount of 5,000 dollars.
3. Based upon the Debtors representations that he promised to pay all monies and interest in full, The Debtor made up a written contract agreeing to this proposal and was signed by a witness at a bank.
4. The Plaintiff lent the money in good faith due to past business dealings with the Debtor. At the time the Debtor had a full time job and the reason for borrowing the money was so the Debtor could start up his own business.
5. The Debtor was immediately at default as he did not make the first payment on time, which was due January 10th.

6. The Debtor quit his job sometime around January, 2002. So he did not fulfill his promise on the written contract.

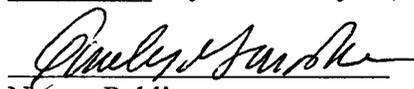
7. After he lost his job I the Plaintiff offered him a job so that he could continue to pay me but he declined it for another job. Debtor did continue to pay me but was late several times.

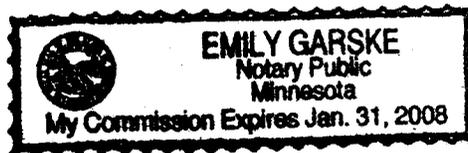
8. Debtor quit his job again and quit paying towards the debt in August, 2002

9. The total amount currently due and owing to the Plaintiff by Mark S. Jackson is five thousand two hundred thirty three and 57/100 dollars (\$5,233.57).

  
BRENDA L. CRIGÓ

subscribed and sworn to this  
15<sup>th</sup> day of January 15, 2004

  
Notary Public



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
FOURTH DIVISION

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In re:

Chapter 7

Mark S. Jackson

Bky. File No. 02-84367 NCD  
Adv. Proceeding No. 03-4057 NCD

Debtor

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Brenda L. Criego

Plaintiff

VS

FINDINGS OF FACT,  
CONCLUSIONS OF LAW,  
AND ORDER FOR ENTRY  
OF DEFAULT JUDGMENT

Mark S. Jackson

Defendent

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FINDING OF FACT

1. Loan was attained by Defendant for the purchase of a 1980 tow truck to use as part time work, which was listed as part of his assets in the bankruptcy.
2. for several years prior, and subsequent to the purchase of the 1980 tow truck the Defendant was employed full time at a different body shop Companies. He was employed full time through Abra body shop before the purchase of the tow truck.
3. The Defendant was also working part time in his own business out of his mothers home at 6225 Ryan Ave, Edina, MN 55424, where he also lived.
4. The Defendant's business detailed body and mechanical work on Automobiles.
5. Defendant and Plaintiff were courting for several years and broke off the

relationship in 1997, but remained on friendly terms.

6. Defendant contacted Plaintiff for the money he needed to borrow to purchase the tow truck

#### CONCLUSIONS OF LAW

1. A Debt obtained by fraud is non dischargeable under Section 523 of the Bankruptcy Code " Exception to discharge". This was a debt obtained by fraud because at the time Defendant agreed to pay Plaintiff back and Defendant knew he had no intentions of paying the loan back. His knowing lie is fraud.

#### ORDER FOR ENTRY OF JUDGMENT

1. That judgment shall be entered in favor of Brenda L. Criego and against the Debtor in the total amount of Five Thousand Two Hundred Thirty Three and 57/100 (\$5,233.57).

2. That the Debtor's debt to Brenda L. Criego in the amount of Five Thousand Two Hundred Thirty Three and 57/100 (\$5,233.57) is expected from discharge pursuant to 11 U.S.C. s 523 (a)(2)(A)

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: \_\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
NANCY C. DREHER  
United States Bankruptcy Judge

## Notice of Hearing

PLEASE TAKE NOTICE of continuence that Brenda L. Criego motion for Entry of Default Judgment on its claims in the above referenced adversary proceeding will be heard by the court on Wednesday, February 18, 2004 at 2:30 p.m. You need to respond by mail 7 days prior to the hearing date or 3 days in person before the hearing, the Department will base its request for relief on those pleadings

Dated 1-29-03

  
Brenda L. Criego  
Plaintiff

cc: Mark S. Jackson  
Robert J. Hoglund  
Trustee office  
U.S. Court

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In re

Mark S. Jackson

Debtor

Bky. File No 02-84367  
Adv. Proceeding No. 03-4057

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Brenda L. Criego

**Plaintiff**

Vs

**CONFIRMATION OF  
MAILING**

Mark S. Jackson

Defendant

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Brenda L. Criego, being first duly sworn, deposes and states:

1. Mailed out the Default of Judgment to Mark S. Jackson, Robert J. Haugland and to the trustee office on January 27, 2004