

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

RICKY JOE YOUNG,

Debtors,

Case No.: BKY 03-47088
Chapter 7

RICKY JOE YOUNG,
Plaintiff

Adv.04-_____

and

BECKIE LEE BRYANT,
a/k/a BECKIE LEE BRYANT YOUNG
Defendant

COMPLAINT

Ricky Joe Young, as and for his complaint against Beckie Lee Bryant, formerly known as Beckie Lee Bryant Young, states and alleges as follows:

- 1 That Plaintiff is an adult residing at 1870 Quarry Ave. E., Lakeland, MN 55043
- 2 Defendant is an adult residing at 436 240th Ave., Stacy, MN 55079.
- 3 That Plaintiff and Defendant were granted a divorce in Anoka County on June 16, 2003. See exhibit A.
- 4 The terms of the Judgment and Decree, Conclusion of Law #20, page 12, order Defendant to pay the following debts, and to hold Plaintiff harmless thereon:

MBNA credit card
First Bank Omaha
Capital One
Verizon Mastercard
Cellular One Telephone
Internal Revenue Service
- 5 Plaintiff and Defendant modified the judgment and decree of divorce on September 1, 2003, with Defendant promising to pay additional debt of the marriage. The modified Decree, see Exhibit B, provided that Plaintiff would immediately deed over his interest in the marital homestead, valued in the divorce decree at \$25,000.00, to Defendant, and Defendant would assume and pay two judgment liens against Plaintiff to Christi Pritchard for \$11,500.00 and to James S. Olson, for \$7000.00.

6 Approximately one month after promising Plaintiff that she would assume and pay the debts listed in the divorce decree and the post divorce decree, Defendant filed a Chapter 7 bankruptcy Case No. 03-47088.

7 Defendant fraudulently induced Plaintiff into deeding over any and all interest he had in the homestead in exchange for her agreement to pay marital debts.

FRAUDULENT REPRESENTATION

8 Defendant's debt to Plaintiff is excepted from discharge pursuant to 11 USCS §523(a)(2)(a) and 11 USCS §523(a)(2)(b)

9 Defendant has failed and refused to make payments on any of the debts she agreed to undertake in the divorce agreement. As a result, the Plaintiff is being levied by the Internal Revenue Service, see Exhibit C.

MARITAL DEBT

10 Defendant's debts to Plaintiff are excepted from discharge pursuant to 11 USCS §523(a)(15).

FALSE OATH OR ACCOUNT

11 Defendant do not list Plaintiff as a creditor or as a co-debtor. Plaintiff learned of Debtor's bankruptcy only upon being levied by a creditor that Debtor was ordered to pay.

12 Debtor's bankruptcy schedules do not mention that she had been in divorce litigation just one month prior to her bankruptcy.

13 Further, Defendant do not disclose in her bankruptcy schedules that she had just been awarded \$8000.00 in stocks, bonds and notes as a result of her divorce, and she also did not disclose that the stocks, bonds or notes had been transferred since the divorce had been granted.

14 Defendant's bankruptcy schedules do not disclose that she lives with the father of her youngest child, and that he is employed full-time and is substantially supporting Defendant. Had such a disclosure been made, Debtor would not have qualified for bankruptcy under 11 USC 707(b).

REVOCAION OF DISCHARGE

15 Debtor/Defendant's discharge was obtained by fraud, Plaintiff was unaware of the fraud until after Debtor's discharge had been granted, and, pursuant to 11 USCS §727(d), the court shall revoke Debtor's discharge.

Wherefore, Plaintiff prays for the following relief:

- 1 For the exception to discharge of any and all debt owed by Defendant to Plaintiff.
- 2 For an entry of judgment in favor of Plaintiff in the amount of any and all marital debt left unpaid by Debtor's bankruptcy.
- 3 For an order revoking Debtor's discharge, reappointing a Trustee to investigate Defendant's assets, and referring this matter to the Department of Justice for investigation and prosecution.

Dated:3/17/04

/e/ Barbara J. May
Barbara J. May
4105 N. Lexington #310
Arden Hills, MN 55126
651-486-8887
Attorney Reg 129689

Identification of the Respondent. Respondent is:

Name: Ricky Joe Young
Address: 1512 Park Street #9
White Bear Lake, MN 55110

Birthdate: June 28, 1962 Present Age: 40

II.

Legal Representation Petitioner is represented in this proceeding by proceeding by Sharon K. Sill, Esq., 8 North Lake Street, Forest Lake, MN 55025. Respondent, is represented in this proceeding by Robb Olson, Esq. 2152 2nd Street, White Bear Lake, MN 55110.

III.

Service The Summons and Petition were personally served upon Respondent on May 6, 2002 as indicated by the Admission of Service on file herein.

IV.

Marriage The parties were duly married to each other on July 25, 1987, in the city of Scandia, County of Washington, State of Minnesota, and ever since, have been and now are husband and wife.

V.

Residency For more than One Hundred Eighty Days (180) immediately preceding the commencement of this proceeding, Petitioner resided within the State of Minnesota and at the commencement of this proceeding Petitioner resided within the County of Anoka.

VI.

Separate Proceeding No separate proceeding for dissolution of marriage or legal separation of the parties has been commenced by the parties nor is any such proceeding pending in any court in the State of Minnesota or elsewhere.

VII.

Grounds for Dissolution There has been an irretrievable breakdown of the marriage relationship, within the meaning of Minn. Stat. §518.06, as amended. The parties have separated and been living apart since May 30, 2001.

VIII.

Military Service Neither party is or has been in the military service of the United States at any time which is relevant to this proceeding.

IX.

Children The parties hereto have two (2) minor or dependent children, namely:

Nicholas Allen Young, born April 27, 1990, presently twelve (12) years of age, and, Calvin Thomas Young, born December 7, 1996, presently five (5) years of age.

The Petitioner has a newborn child, namely:

Chyanne Rae Gordon, born April 20, 2003, presently one (1) month old. Jeffrey Ray Gordon is the biological father of the minor child as evidenced by the signed Voluntary Paternity Acknowledgment, attached hereto and made a part of this Judgment and Decree.

X.

Custody The best interest and welfare of the two minor children will be served if Petitioner and Respondent are granted joint legal custody and Petitioner is granted sole physical custody subject to reasonable and liberal parenting time by Respondent.

XI.

Jurisdiction Minnesota is the proper jurisdiction within the contemplation of the Uniform Child Custody Jurisdiction and Enforcement Act to enter an Order regarding the custody, care and control of the minor children.

XII.

Petitioner's Income Petitioner is self employed as a food service caterer and receives a gross monthly income of approximately \$ 886 or \$ 785 net per month after mandatory deductions. Petitioner and the two minor children's monthly expenses are approximately \$ 2979.

The Petitioner does not receive public assistance.

XIII.

Respondent's Income The Respondent is currently self-employed by Joe's Trucking as a truck driver with an approximate gross monthly income of \$3579. Net income after mandatory deductions is approximately \$2648 per month, 30% of which is \$794.40. Respondent's monthly expenses are approximately \$2,175.

The Respondent does not receive public assistance.

XIV.

Child Support Respondent's child support is 30% of his approximate net income of \$2648 per month, or \$794.40 per month, pursuant to the guidelines set forth at Minn. Stat. §518.551.

XV.

Spousal Maintenance The parties have provided for the future support of Petitioner through the payment of maintenance until the first of the following:

- a. Death of Petitioner;
- b. Death of Respondent;
- c. Remarriage of Petitioner;
- d. September 30, 2004; or
- e. Further Order of the Court.

Upon the occurrence of d. above, spousal maintenance thereafter shall be reserved.

XVI.

Medical and Dental Insurance Petitioner will seek to obtain health insurance for the minor children through Minnesota Care. Respondent shall be responsible for all costs of health care insurance for the two minor children and shall reimburse Petitioner each month for any amounts paid for said insurance

XVII.

Childcare Expenses As and for additional child support, the Respondent shall pay 50% toward the work and/or school related childcare costs for the minor children. Each month Petitioner will present Respondent with documentation as to actual child care costs incurred. Within ten (10) days of receipt of said documentation, Respondent will reimburse Petitioner 50% of said costs.

XVIII.

Child Support / Maintenance Arrearages There are no child support and maintenance arrearages as of January 7, 2003.

XIX.

Homestead The parties are the owners of, or have an interest in, real property located at 8436 240th Avenue NE, Stacy, Anoka County, Minnesota, and legally described as:

Lots 3 and 4, Block 4, Paradise Point, subject to easements of record.

with an appraised fair market value of \$147,000, subject to a first mortgage with a balance of approximately \$40,800.

XX.

Capital Gain Tax The parties have been advised that income tax laws regarding the capital gain tax may apply to the sale of the parties' principal residence and the parties may wish to consult with an attorney or tax advisor concerning the applicable laws.

XXI.

Other Real Property The parties do not own or have any interest in any other real estate located in the State of Minnesota or elsewhere.

XXII.

Personal Property The parties are the owners of banking accounts, normal household goods, furnishings and other personal property divided between them herein, including the following:

1999 Chevrolet Tahoe, 1994 Chevrolet Blazer; Church pew bench; Computer desk; Air compressor; parts and tools in garage; barrels of oil, Lawn tractor; Bayliner boat, motor and trailer
Joe's Trucking vehicles/assets as follows:
1975 International Semi 460; 1975 International Semi 586; 1987 Freightliner;
1979 GMC Tractor; 1983 International; Kenworth Semi; 1998 Doonan Trailer; Ravens
Aluminum Trailer; 1970 Transcraft; 1996 Peterbuilt Semi; One Ton Truck; Small hand tools

XXIII.

Retirement Interests Petitioner has no retirement interests. Respondent has no retirement interests.

XXIV.

Non-marital Interest Petitioner is claiming non marital property including stocks, bonds and notes with an approximate value of \$8,000, which was purchased with inheritance proceeds.

XXV.

Debts The parties have the following outstanding debts and obligations that were incurred during the marriage:

Platinum Plan	\$ 5,751
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First Bank, Omaha	\$	3,842
MBNA	\$	5,761
Capital One	\$	490
Verizon Master Card	\$	1,910
IRS	\$	14,000

XXVI.

Name Change Petitioner is seeking a name change solely because of this marriage dissolution and not to defraud or mislead anyone.

XXVII.

Disclosure Each of the parties has made a full and fair disclosure of his or her income, assets, and liabilities; each party has fully disclosed his or her living expenses; and the parties have had a full, frank, and candid discussion of their income, assets, and liabilities and the disposition thereof.

XXVIII.

Considering all circumstances relative to the dissolution proceedings, the agreement into which the parties are entering is fair and equitable.

From the foregoing, the Court makes the following as:

CONCLUSIONS OF LAW

1. ***Dissolution.*** The bonds of matrimony heretofore existing between the parties are hereby dissolved.
2. ***Custody.*** The Petitioner and Respondent are awarded joint legal custody of their minor children, namely:

Nicholas Allen Young, born April 27, 1990, presently twelve (12) years of age, and,
Calvin Thomas Young, born December 7, 1996, presently five (5) years of age.

Petitioner is awarded sole physical custody of the minor children, subject to Respondent's right to parenting time as follows:

With two days notice to Petitioner, Respondent can have parenting time with the minor children from after school until 8:00 p.m. on weekdays; and

From Friday after school until 6:00 p.m. Sunday if the parenting time is on a weekend.

Other times as mutually agreed between the parties.

Holiday parenting time shall be decided between the parties at each holiday with the following exceptions:

Thanksgiving	Petitioner
Christmas Eve	Petitioner
Christmas Day 11:00 a.m. to December 28 at 8:00 p.m.	Respondent

- a. Notwithstanding the foregoing parenting time schedule, Petitioner shall enjoy her birthday and Mother's day with the minor children and Respondent shall enjoy his birthday and Father's day with the minor children.
- b. All communications regarding dates and times for exchanges shall be between the parties.
- c. If schedule conflicts arise during a party's scheduled time with the children, the other party shall be offered the first opportunity to have the children during that time. Alternative care arrangements shall be made only if the other party is unable to provide care during the period in question. The party who is scheduled to have the children at any given time shall be responsible for personally providing or arranging care for a child who is ill and unable to go to school or daycare.
- d. Visitation/Custody Dispute
 - i. Mediation. Conflicts regarding visitation and custody which cannot be resolved by and between the parties through direct communication shall be submitted to mediation prior to either party applying to the court for relief, unless an emergency exists.
- e. Transportation of the children: The Respondent will be responsible for all transportation of the minor children for his parenting time.
- f. Discipline. Both parties shall support each other as parents, in particular, the area of behavioral expectations. Neither party will impose disciplinary actions that infringe on the other parent's time or resources without the consent of the other parent. They will discuss behaviors of concern and keep the other parent advised if problems persist. There will be differences between each parent's household. If there is a disagreement as to the need for, or form of discipline, each parent will be respectful of their differences of opinions and will not be critical of the other parent.
- g. Encourage Parental Relationship. Each parent recognizes that the children love and respect both of them and that their relationship with each of them is separate and independent of their relationship to each other. They will strive to support, encourage and nurture the children's relationship with the other parent.

The minor child, Chyanne Rae Gordon, born April 20, 2003, is the child of Petitioner and Jeffrey Ray Gordon, and thus not a part of this dissolution matter.

3. **Child Support.** As and for child support, Respondent shall pay to the Petitioner the sum of \$800 per month, commencing on the 4th day of October, 2002. Child support shall continue at that rate, as adjusted by the cost of living, until the occurrence of the first of the following events: when the oldest minor child reaches age 18, but if that child has not yet graduated from high school, then until graduation, but not beyond age 20, the child becomes self-supporting, emancipated,

marries, serves in the armed forces of the United States or is deceased, or further Order of the court. At such time as there is one remaining minor child, child support then being paid shall be reduced by 16.6% payable until the last child attains the age of 18 years, but if said child has not yet graduated from high school, then until graduation but no later than the child's 20th birthday, or becomes self-supporting, emancipated, marries, serves in the armed forces of the United state, is deceased or further Order of the Court.

4. **Childcare expenses.** As and for additional child support, the Respondent shall pay 50% toward the work and/or school related child care costs for the minor children. Each month Petitioner will present Respondent with documentation as to actual child care costs incurred. Within ten (10) days of receipt of said documentation, Respondent will reimburse Petitioner 50% of said costs.

5. **Appendix A.** The parties are subject to the cost-of-living adjustments, notice of support priority, income withholding; docketing of judgment for unpaid familial support and the notice of address or residence change, all contained in Appendix A attached hereto and incorporated herein by reference.

6. **Dependency Tax Exemption.** The Petitioner shall be entitled to claim one of the minor children as a dependent and exemption on her federal and state income tax returns. As long as Respondent is current in his child support, Respondent shall be entitled to claim the other minor child as a dependent and exemption on his federal and state income tax return. Each party shall execute and deliver any forms required by the taxing authorities to effectuate this provision, including IRS for 8332, release of claim for exemption of child of divorced or separate parent, if necessary. If either party fails or refuses to execute and deliver the required forms, and there is no valid reason for the failure to execute said form, and the other party incurs additional taxes, penalties, or attorneys fees, then and in that event, the party not in compliance shall be obligated to reimburse the other party for the same.

7. **Health and Dental Insurance for the Minor Children.** Petitioner will seek to get health insurance for the minor children through Minnesota Care. Respondent shall be responsible for all costs of health care insurance for the minor children and shall reimburse Petitioner each month for any amounts paid for said insurance.

8. **Uninsured Medical/Dental Expenses for the Child.** The parties shall each be responsible for 50% of any uninsured medical and dental expenses for the minor children, including, but not limited to, orthodontia, optical and psychological expenses. Said uninsured expenses shall be paid within 10 days of receipt of the bill after exhaustion of insurance.

9. **Automatic Wage Withholding.** Respondent's child support/spousal maintenance obligation shall be withheld from his income by Respondent's employer or payor of funds and remitted to: Minnesota Child Support Payment Center, P.O. Box 64326, St. Paul, MN 55164 within the time limits provided by Minn. Stat. § 518.611 and as referenced in a separate income withholding order, if required.

10. **Spousal Maintenance.** Respondent shall pay to the Petitioner as and for spousal maintenance the sum of \$300 per month payable each and every Friday of the month commencing on October 1, 2002 until the first of the following:

- a. Death of Petitioner;
- b. Death of Respondent;
- c. Remarriage of Petitioner;
- d. September 30, 2004; or
- e. Further Order of the Court.

Upon the occurrence of d. above, spousal maintenance thereafter shall be reserved.

11. **Financial Circumstances of the Parties.** The child support awarded herein is based upon the following factors:

- a) the Petitioner is currently self employed as a food service caterer and receives a gross monthly income of approximately \$886 or \$785 net per month after mandatory deductions. Petitioner and the two minor children's monthly expenses are approximately \$ 2979.
- b) The Respondent is currently employed by Joe's Trucking as a truck driver with an approximate gross monthly income of \$3579. Net income after mandatory reductions is approximately \$2648 per month, 30% of which is \$794.40. Respondent's monthly expenses are \$ 2,175..

12. **Medical Insurance for Spouse.** Petitioner shall be responsible for her own medical insurance. Respondent shall be responsible for his own medical insurance.

13. **Life Insurance as Security for Child Support and Spousal Maintenance.** As long as there is an obligation to pay child support and/or spousal maintenance, Respondent shall maintain and/or obtain in full force and effect a policy or policies of life insurance on himself, naming Petitioner as the beneficiary thereon in an amount adequate to cover Respondent's future child support and/or spousal maintenance obligation until Respondent is no longer obligated to pay child support and/or spousal maintenance. If the policies required herein are not in full force and effect at the time of Respondent's death, or are insufficient to fulfill the obligations herein, the Petitioner and/or children shall have a creditor's claim and lien against Respondent's estate for the amount owed.

14. **Real Property Award.** The Petitioner is awarded all right, title and interest in the homestead real estate of the parties, located at 8436 240th Avenue NE, Stacy, Anoka County, Minnesota, and legally described as:

Lots 3 and 4, Block 4, Paradise Point, subject to easements of record.

subject to a marital lien in favor of the Respondent in the amount of \$25,000. The homestead has a fair market value of \$147,000 as determined by Search Appraisal Company August, 2002, with encumbrances of approximately \$40,800.

- a. 1999 Chevrolet Tahoe, subject to all encumbrances. The parties shall cooperate in executing whatever documents are necessary to transfer title. Petitioner shall be solely liable and responsible for the payment of the encumbrances on the automobile and indemnify and hold the Respondent harmless from any and all liabilities due thereon.
- b. All non-marital property including stocks, bonds and notes of approximately \$8,000 purchased with inheritance
- c. Checking account currently in her possession
- d. Savings account currently in her possession

17. ***Property Awarded to Respondent.*** Respondent is awarded all right, title and interest free and clear of any claim on the part of the Petitioner in the following:

a. 1994 Chevrolet Blazer, subject to all encumbrances. The parties shall cooperate in executing whatever documents are necessary to transfer title. Respondent shall be solely liable and responsible for the payment of the encumbrances on the automobile and indemnify and hold the Petitioner harmless from any and all liabilities due thereon.

b. Joe's Trucking vehicles/assets as follows:
 1975 International Semi 460; 1975 International Semi 586; 1987 Freightliner;
 1979 GMC Tractor; 1983 International; Kenworth Semi; 1998 Doonan Trailer; Ravens
 Aluminum Trailer; 1970 Transcraft; 1996 Peterbuilt Semi; One Ton Truck; Small hand tools;
 subject to all encumbrances. The parties shall cooperate in executing whatever documents are
 necessary to transfer title. Respondent shall be solely liable and responsible for the payment of the
 encumbrances on the automobile and indemnify and hold the Petitioner harmless from any and all
 liabilities due thereon.

c. Lawn Tractor

d. Bayliner boat, motor and trailer subject to all encumbrances. The parties shall cooperate in executing whatever documents are necessary to transfer title. Respondent shall be solely liable and responsible for the payment of the encumbrances on the automobile and indemnify and hold the Petitioner harmless from any and all liabilities due thereon.

e. Church pew bench; Computer desk; Air compressor; parts and tools in garage; and barrels of oil, Lawn tractor all of which have been removed from the premises by Respondent.

f. Checking account currently in his possession

g. Savings account currently in his possession

18. ***Household Goods and Furnishings.*** Each party is awarded all right, title, and interest in the household goods and furnishings in their respective possession with the exception of a few items located outside at the homestead known to Petitioner and Respondent, which are awarded Respondent. Respondent shall have 10 days from the date of the Judgment and Decree to remove said items. Any personal property not removed by Respondent by that date, shall become the property of Petitioner to dispose of as she wishes.

19. **Retirement Interests.** Respondent has no retirement interests;

Petitioner has no retirement interests.

20. **Debts.** The Petitioner shall pay all the following of the above- stated debts and she shall indemnify and hold the Respondent harmless from any and all obligations to make payment on the same.

Platinum Plan
First Bank Omaha
Capital One
Verizon Mastercard
Cellular Telephone
Internal Revenue Service
MBNA
IRS

Each party shall assume and pay the debts, which he or she has incurred in his or her own name since May 28, 2001, the date of separation, which are not otherwise specified herein, and each party shall indemnify and hold the other harmless from any and all obligations to make payment on the same.

21. **Name Change.** From and after entry of the Judgment and Decree of dissolution, the Petitioner's name shall be: Beckie Lea Bryant. Petitioner is seeking a name change solely because of this marriage dissolution and not to defraud and/or mislead anyone.

22. **Attorneys Fees.** Petitioner shall be solely responsible for her own attorneys fees and costs incurred in this proceeding. Respondent shall be solely responsible for his own attorney's fees and costs incurred in this proceeding.

In the event it becomes necessary for one party to proceed to Court against the other as the result of his or her unwillingness to comply with the terms of the Judgment and Decree herein, the refusing party agrees to pay to the other party all reasonable attorney's fees and disbursements as awarded in the discretion of the Court.

23. **Withdrawal of Attorney.** Sharon K. Sill, Esq. shall no longer be the attorney of record for the Petitioner effective sixty-one (61) days from the entry of the Judgment and Decree herein. Robb Olson shall no longer be the attorney of record for the Respondent effective sixty-one (61) days from the entry of the Judgment and Decree herein.

24. **Service of Judgement and Decree.** Service of a copy of the final Judgment and Decree of dissolution shall be made upon Petitioner's attorney by United States Mail and the same shall be in lieu of personal service upon the Petitioner. Service of a copy of the final Judgment and Decree of dissolution shall be made upon Respondent's attorney by United States Mail and the same shall be in lieu of personal service upon the Respondent.

25. **Execution and Exchange of Documents.** Each party shall execute and deliver to the other party such assignments and other documents as may be necessary and required to effectuate each and all of the provisions contained herein. In the event either party fails to do so, the Judgment and decree shall operate as said conveyance.

26. **Retention of Jurisdiction** If there are assets or income that have not been disclosed and/or divided herein, the court hereby retains jurisdiction over said income and/or assets for the purpose of making an equitable division thereof. The party failing to disclose said income and/or assets shall pay the reasonable attorney fees and costs of the other party incurred in enforcing this provision.

27. **Non-Merger** Any child support and spousal maintenance arrearages pursuant to the Order for Temporary Relief dated November 5, 2002, shall not merge in the Judgment and Decree.

28. **Mutual Release.** Subject to the foregoing and subject to the full compliance therewith, each of the parties in all respects is released and fully discharged of any liability, claims or obligations of any kind or character whatsoever, whether arising out of the marital relationship or otherwise, and the foregoing constitutes a full, final and complete settlement in lieu of any other provisions respecting maintenance and any other distribution of property.

29. **Waiver of Stay of Judgment.** The thirty-day stay of Judgment is hereby waived.

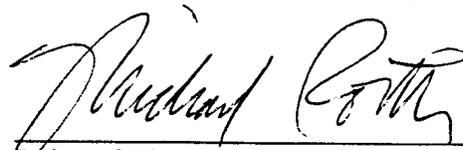
Based on the foregoing Conclusions of Law, the Court enters the following:

ORDER FOR JUDGMENT

THERE BEING NO JUST CAUSE FOR DELAY, LET JUDGMENT BE ENTERED FORTHWITH AND ACCORDINGLY.

APPROVED FOR ENTRY WITHOUT HEARING UNDER MINN. STAT. §518.13

Dated: 6/16/03



Judge of District Court

I certify that the above Conclusions of Law constitute the Judgment and Decree of the Court.

DECREE ENTERED AND JUDGMENT ~~RECEIVED~~ FILED THIS 16th DAY
OF June, 2003

COURT ADMINISTRATOR
JANE F. MORROW

BY THE COURT:

13


deputy

7105 5678 7187 5340 0277

RICKY J YOUNG
1264 DENNIS STREET
MAPLEWOOD MN 55119-7113647



471720931101

Urgent !!

We intend to levy on certain assets. Please respond NOW.

(To avoid additional penalty and interest, pay the amount you owe within ten days from the date of this notice.)

Our records indicate that you haven't paid the amount you owe. The law requires that you pay your tax at the time you file your return. This is your notice, as required by Internal Revenue Code Section 6331(d), of our intent to levy (take) any state tax refunds that you may be entitled to if we don't receive your payment in full. In addition, we will begin to search for other assets we may levy. We can also file a Notice of Federal Tax Lien, if we haven't already done so. **To prevent collection action, please pay the current balance now.** If you've already paid, can't pay, or have arranged for an installment agreement, it is important that you **call us immediately** at the telephone number shown below.

Account Summary

Form: 1040

Tax Period: 12-31-2000

Current Balance: \$7,426.41
Includes:
Penalty: \$1,123.32
Interest: \$816.26
Last Payment: \$0.00

For information on
your penalty & interest
computations, you may
call 1-800-829-8374

Questions? Call us at **1-800-829-8374**

See the enclosed Publication 594, The IRS Collection Process, and Notice 1219B, Notice of Potential Third Party Contact, for additional information.

Please mail this part with your payment, payable to United States Treasury.

Notice Number: CP 504
Notice Date: 02-09-2004

write on your check:

1040 12-31-2000 471-72-0931

Amount Due:

\$7,426.41

Internal Revenue Service
CINCINNATI, OH 45999-0030

RICKY J YOUNG
1264 DENNIS STREET
MAPLEWOOD MN 55119-7113647

