

UNITED STATE BANKRUTPCY COURT
DISTRICT OF MINNESOTA

September 28, 2004

Anthony L De Rosa Case no 04-44555 RJK

THE UNDERSIGNED CREDITOR, ARILD ROSSAVIK, OBJECTS TO
THE ABOVE FILING AND/OR CHAPTER 13 PLAN.

Background:

When Anthony and Christine De Rosa responded to my advertisement for house for rent in Chanhassen August 2003, Anthony De Rosa signed a rental application that he had never filed for bankruptcy.

The record shows he had already filed bankruptcy twice in 2003.

(With the latest filing he is up to 7 filings)

He did provide a letter of employment from Alliance Life Insurance Company of North America with a starting salary \$75,000.00 annually.

Based on this I gave him a lease on my house for three years starting September 2003. Also I provided him with a Honda Accord 92 Model which he agreed to pay \$2100.00 plus 9% Apr Interest.

He never made any payment on this car but traded it into Ford Winstar 1996 model.

December 5th Debtor filed Chapter 7 case No. 03-48428 RJK

No schedule E was filed by design for either the car loan or the lease.

On Schedule G. Unexpired leases. Debtor crosses of for no unexpired leases, but under expenditure list rent at \$2700.00

I have numerous emails from Debtor from the beginning of this year (I was living overseas) he wants to buy my house, have a reduction in rent etc.

But first after his chapter 7 case is closed, he adds me as a creditor and informs me of his filing.

He stops making lease payment and moves out May 2 2004 (not April 2003 as his filing shows)

11-1

There was severe damage to the house, his pets had urinated downstairs and upstairs and the odor was prevailing.

Also the wallpaper was torn into shreds. Needless to say the house was not rentable and is under repair which I expect to complete in October 2004.

Debtor also asked to buy two mattresses; I said no, he took them anyway. He also took the remote controller for the garage door opener, when I demanded This back, he responded: when a Judge orders me.....

(A complaint has been filed with Carver Police)

DEBTOR HAS GIVEN FALSE STATEMETNS BOTH ME AS A CREDITOR AND TO UNITED STATES BANKRUPTCY COURT

It is my position that neither the car loan or the lease were discharged under debtors Chapter 7 filing, neither would they have been as fraud was involved. Therefore they should not be discharged under his Chapter 13 filing.

Therefore I ask the Court to dismiss his Chapter 13 filing.

I also object to his Chapter 13 plan Schedule J Current expenditure; making a comparison with his schedule J filed 6 months earlier with the same court; It should be 5 years not 3 years.

| | | |
|---------------------------------|------------------|---------------|
| Under Charitable Contributions; | \$20.00 Dec 2003 | now \$230.00 |
| under other | \$80.00 | now \$.140.00 |
| Telephone | \$95.00 | now \$164.00 |
| House Maintenance | \$0.00 | now \$55.00 |

| | | |
|--------------------------|----------|--------------|
| Laundry and Dry-cleaning | \$25.00 | now\$85.00 |
| Food | \$650.00 | now \$800.00 |
| Storage facilities | ----- | now \$85.00 |
| Other Monthly Income | \$350.00 | now \$0 |

Also he and his wife bought a PT Cruiser on July 10th 2004 (Creditors proof of claim says July 1st) 46 days later before the first payment was due, he filed Chapter 13 and list the car loan as secured credit so it would get a priority in his 7th bankruptcy filing in two years and thereby reduce any money dispensed to unsecured creditors.

Therefore I object to any priority to this claim, note that I provided De Rosa with a Honda Accord last year.

Also, he gives the address to his Co debtor his Wife. 8800 Powers Blvd, Chanhassen, MN 55317. This is false. She moved out from this address (with him) May 2nd 2004.

With out her correct address I cannot verify that she has no income, she told me last year that she had been working part time jobs in the area, and that now all her kids was going to school: she would pursue more part time work.

Also note that his own Church is included for NSF Checks which makes any contribution to the same Church a strange claim.....

Respectfully
 Arild Rossavik phone 952 448 4844
 570 West 78th Street Box 2001
 Chanhassen
 MN 55317

Arild Rossavik

UNITED STATE BANKRUTPCY COURT
DISTRICT OF MINNESOTA

In Re:

Case 44555RJK

Anthony De Rosa

Debtor

Chapter 13 case

Un sworn Certificate of Service

I, Arild Rossavik, declares under penalty of perjury that on September 28, 2004, I mailed a copy of the attached Objections by registered mail postage prepaid to each of the entity named below at the address stated below for each entity.

Anthony De Rosa
Po Box 393
Chanhassen
MN 55317

Jasmine Keller
Chapter 13 Trustee
12 South 6th Street STE 310
Minneapolis, MN 55402

US Bankruptcy Court
301 US Courthouse
300 South West 4th Street
Minneapolis
MN 55415

Gregory Wald
3601 Minnesota Drv Ste 800
Edina
MN 55435

US Trustee
US Trustee Office
300 S 4th Street, Room 1015
Minneapolis
MN 55415

Arild Rossavik

In re **Anthony Louis Derosa**

Case No. _____

Debtor

SCHEDULE J. CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

| | | |
|--|-----------|------------------------|
| Rent or home mortgage payment (include lot rented for mobile home) | \$ | <u>1,475.00</u> |
| Are real estate taxes included? Yes <u>X</u> No _____ | | |
| Is property insurance included? Yes <u>X</u> No _____ | | |
| Utilities: Electricity and heating fuel | \$ | <u>280.00</u> |
| Water and sewer | \$ | <u>0.00</u> |
| Telephone | \$ | <u>164.00</u> |
| Other <u>Waste removal-90; cable-50</u> | \$ | <u>140.00</u> |
| Home maintenance (repairs and upkeep) | \$ | <u>55.00</u> |
| Food | \$ | <u>800.00</u> |
| Clothing | \$ | <u>125.00</u> |
| Laundry and dry cleaning | \$ | <u>85.00</u> |
| Medical and dental expenses | \$ | <u>65.00</u> |
| Transportation (not including car payments) | \$ | <u>265.00</u> |
| Recreation, clubs and entertainment, newspapers, magazines, etc. | \$ | <u>50.00</u> |
| Charitable contributions | \$ | <u>230.00</u> |
| Insurance (not deducted from wages or included in home mortgage payments) | | |
| Homeowner's or renter's | \$ | <u>15.00</u> |
| Life | \$ | <u>0.00</u> |
| Health | \$ | <u>0.00</u> |
| Auto | \$ | <u>232.00</u> |
| Other | \$ | <u>0.00</u> |
| Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____ | \$ | <u>0.00</u> |
| Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan.) | | |
| Auto | \$ | <u>0.00</u> |
| Other <u>Storage facility</u> | \$ | <u>85.00</u> |
| Other _____ | \$ | <u>0.00</u> |
| Other _____ | \$ | <u>0.00</u> |
| Alimony, maintenance, and support paid to others | \$ | <u>0.00</u> |
| Payments for support of additional dependents not living at your home | \$ | <u>0.00</u> |
| Regular expenses from operation of business, profession, or farm (attach detailed statement) | \$ | <u>0.00</u> |
| Other <u>household supplies, personal hygiene, etc.</u> | \$ | <u>250.00</u> |
| Other _____ | \$ | <u>0.00</u> |
| TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules) | \$ | <u>4,316.00</u> |

[FOR CHAPTER 12 AND 13 DEBTORSONLY]

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

| | | |
|--|----|-----------------|
| A. Total projected monthly income | \$ | <u>4,956.58</u> |
| B. Total projected monthly expenses | \$ | <u>4,316.00</u> |
| C. Excess income (A minus B) | \$ | <u>640.58</u> |
| D. Total amount to be paid into plan each <u>Monthly</u> | \$ | <u>0.00</u> |

(interval)

From: Arild <ar@arild.us>
Subject: Re: Arrival USA
Date: Thu, 18 Mar 2004 07:46:11 -0600
To: <Tony_DeRosa@allianzlife.com>
CC: <craigmmertz@dsacentral.net>
Attachments: 0

Dear Tony
Thank you for your letter.

I will of course work with you, as you understand I use your lease payment to pay my mortgage, it is almost break even, and when I don't receive your lease payment on schedule it causes all kinds of headaches, exp for me to send to check from here to USA takes 3 weeks. Anyway I look forward to receive the additional \$500.00 a month so you can catch up, I want to work on getting the property rezoned, and when you will get the first option to buy the house, which I believe is very good built house, and you will have back yard which is very hard to find.

Anyway I will pick up my car on Tuesday, I have some stuff I would like to put in the garage if that is OK?

If I am in town on Easter I will accept your invitation for dinner.

Arild

----- Original Message -----

From: Tony_DeRosa@allianzlife.com
To: ar@arild.us
Subject: Re: Arrival USA
Date: Wed, 17 Mar 2004 09:57:32 -0600

>
 >Arild-
 >
 >If the agreement that I sent isn't suitable for you, would you
 >consider
 >adding the late fees and letting me pay an extra \$500 a month for the
 >next
 >few months to get it caught up. As far as the bills, I think it's
 >fair if
 >we sit down and go over them and decide what would be considered fair
 >to
 >pay, it wasn't the filter but rather a leak and you're right I will
 >be
 >responsible for the plumbing bill because you did give me the name of
 >someone to use and I didn't use them. The garbage disposal and mice
 >removal I believe we should talk about (\$75 & \$35).
 >
 >With Christmas and four birthdays in a row (February6, February 17,
 >March5,
 >March 15) we did hit a little bit of a snag and fell a little behind
 >but
 >all that's over now and we can go back to business as usual.
 >
 >I have three small kids as you know and we don't know a soul out here

>Either way , if it was only filter issue , when it is your expense.

>

>I will however talk to your Plumber and have this clarified .

>

>Arild Rossavik

>

>--- Original Message ---

>From: Tony_DeRosa@allianzlife.com

>To: ar@arild.us

>Subject: Re: Arrival USA

>Date: Mon, 15 Mar 2004 12:06:38 -0600

>

>>

>>Arild-

>>

>> This morning I made the changes to my "Direct Deposit", shown

>>below...

>>This figure will stay in place for the next 21 months & then we'll

>>adjust

>>it to payback the interest on the car-loan... I have been thinking

>>and I

>>think I agree with you, Lease or not, that Late payments should be

>>paid,

>>(\$78 a month), I would ask if you would be so kind to wait until I

>>start my

>>new part-time job at the end of this month, as a custodian at our

>>church.

>>The extra 14 hours a week will make it easier to pay the \$78 and

>some

>>other

>>expenses we have.

>>

>>I believe this plan will pay-back all that we owe you and not break

>>the

>>back of either one of us. I'm glad this is behind us and now we can

>>concentrate on the sale of the house to us, our mortgage company

>>wants us

>>to come in for a pre-approval letter this week, I know the sale is a

>>few

>>years off but maybe we can discuss pushing it up a little...

>>

>>Regards-

>>Tony

>>

>>(Embedded image moved to file: pic02154.pcx)

>>

>>

>>

>>

>> "Arild"

>>

>> <ar@arild.us> To:

>>thomlofquist@yahoo.com, Tony_DeRosa@allianzlife.com,

>>pauldbaker@yahoo.com,

>> nancyc@citolink.com,

>>mikes778@aol.com, leeroth@myexcel.com, skarie449@hotmail.com,

>> 03/12/2004 09:00

>>vickijanevan@yahoo.com, glenn.andrew@sbcglobal.net, eizenb@isd.net,

>>

>> AM

HOGLUND, CHWIALKOWSKI, GREEMAN & BERGMANIS

ATTORNEYS AT LAW

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LINDA McGOVERN
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MARY DELVIN
SCOTT HEBAUS

*ALSO MEMBER WISCONSIN BAR
** LICENSED IN MISSOURI

TELEPHONE: (651) 628-9929
FAX: (651) 628-9377

July 21, 2004

Arild Rossavik
PO Box 2001
Chanhassen, MN 55317

Re: Anthony & Christine DeRosa

Dear Mr. Rossavik:

Enclosed please find bankruptcy notification for the above-named debtors. The bankruptcy filing stops the collection of any rent due prior to the date of filing, December 5, 2003. It also stops the collection of money owed on the car loan because there is no security agreement, making it an unsecured debt that is discharged in the bankruptcy. Any payments made by Mr. or Ms. DeRosa after December 5, 2003 cannot be applied to these discharged debts.

Very Truly Yours,



Jay Meyer
Law Clerk for

Keith Chwialkowski
Attorney at Law

Enclosures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Anthony L. & Christine T. DeRosa

SSN: 148-58-8413

Case Number: 03-48428

SSN: 146-72-5320

Chapter 7 Case

Notice of Case Filing

Debtor(s).

To: Arild Rossavik
PO Box 2001
Chanhassen, MN 55317

You are hereby notified that the petition commencing this case under Chapter 7 of Title II of the United States Code was filed by the debtor(s) named above on December 5, 2003, with the clerk of the U.S. Bankruptcy Court at Minneapolis, Minnesota. The commencement of this case constitutes an order for relief under U.S.C. 301 or 302. The filing of this petition operates as a stay of certain acts and proceedings under 11 U.S.C. 362. 11 U.S.C. 362 requires that all garnishments and/or levies cease immediately upon receipt of notice, actual or otherwise, of a bankruptcy petition filing. The continuation of a garnishment and/or levy after receipt of notice may subject the offending party to sanctions pursuant to 11 U.S.C. 362. Please contact your legal department for further clarification if necessary.

Dated: 7/21/2004

/s/ Robert J. Hoglund

Attorney for Debtor(s)

Robert J. Hoglund #210997
Attorney at Law
P.O. Box 130938
1611 West County Road B #106
Roseville, Minnesota 55113
(651) 628-9929

UNITED STATES BANKRUPTCY COURT

District of Minnesota

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 12/05/03.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected by accessing the court's web site at www.mnb.uscourts.gov or at the bankruptcy clerk's office at the address listed below. **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):

ANTHONY L. DEROSA
8800 POWERS BLVD
CHANHASSEN, MN 55317

CHRISTINE T. DEROSA
8800 POWERS BLVD
CHANHASSEN, MN 55317

Case Number:

03 - 48428 - RJK

Social Security/Taxpayer ID Nos.:

148-58-8413
146-72-5320

Attorney for Debtor(s) (name and address):

ROBERT J. HOGGLUND
PO BOX 130938
ROSEVILLE, MN 55113

Telephone number: 651-628-9929

Bankruptcy Trustee (name and address):

JOHN R. STOEGBNER
120 S 6TH ST STE 2500
MINNEAPOLIS, MN 55402

Telephone number: 612-338-5815

Date: January 6, 2004

Time: 09:00 am

Location: U S COURTHOUSE

RM 1017

300 S 4TH ST

MINNEAPOLIS, MN 55415

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts:
03/08/04

Deadline to Object to Exemptions:
Thirty (30) days after the *conclusion* of the meeting of creditors.

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Please Do Not File A Proof of Claim Unless You Receive a Notice To Do So.

Address of the Bankruptcy Clerk's Office:

U S BANKRUPTCY COURT
U S COURTHOUSE RM 301
300 S 4TH ST
MINNEAPOLIS, MN 55415

Web address: www.mnb.uscourts.gov

Clerk of the Bankruptcy Court:

PATRICK G. DE WANE

Hours Open: Monday - Friday 8:00 AM - 5:00 PM

Date: 12/08/03

General Affidavit

State of Minnesota
County of Hennepin

BEFORE ME, the undersigned Notary, Vorak Seng [name of Notary
before whom affidavit is sworn], on this August 4, 2004 [day of month] day of August [month],
2004, personally appeared Thomas L Wawrzynowicz [name of affiant], known to me to be a credible
person and of lawful age, who being by me first duly sworn, on his [his or her] oath, deposes and says:

I, Thomas L Wawrzynowicz do swear that the statements below are true and factual.

- 1) At the end of April, 2004 I accompanied Arild Rossavik to his property at 8800 Powers Blvd, Chanhassen, MN 55317, for the purpose of being a witness to the condition of the property before his tenant, Anthony DeRosa vacated said property, and to make a note on which pieces of furniture was not the property of Mr DeRosa and was to be left behind.
 - a) During this visit we noticed large urine stains in the downstairs carpeting in front of the sliding glass doors leading outside. Mr DeRosa willingly stated that his dog had a few accidents during thunderstorms because he was terrified of them.
- 2) The day Mr DeRosa vacated the house, I called him to set a time when I could come over and take possession of the place. He said he did not have keys to any of the doors so he gave me the code to open the garage door and left the entrance from the garage unlocked.
- 3) I entered the house the day the renter vacated the home and found that the keys did actually fit the front and patio doors. During this inspection I found that the renter took two twin mattresses with him that belonged to Arild Rossavik. I also noted many stains on the carpeting upstairs that could not be seen during the previous inspection because of the placement of furniture.
- 4) I also noticed that on all the corners of the upstairs walls the wallpaper was in shreds. Mr DeRosa also left garbage strewn all over outside by the road. It was not contained completely and spread out before the scheduled garbage pickup. Another thing that he left was a dishwasher that I understand was brought with them from a previous state where they lived. The garbage collectors would not pick that up.
- 5) I contacted Mr DeRosa by phone a few days later to say that he was to return the garage door opener that he had. He said he never had one in his possession and that he always used the code to open the garage.
- 6) I took many pictures of the property which I turned over to Arild Rossavik that shows the outside left in a mess, and damage to the inside of the carpeting and wallpaper.

[Signature]
[signature of affiant]

Thomas L Wawrzynowicz
[typed name of affiant]
6434 City West Parkway, #6208
[address of affiant, line 1]

Eden Prairie, MN 55344
[address of affiant, line 2]

Subscribed and sworn to before me, this 4 [day of month] day of August [month], 2004.

[Notary Seal:]



[Signature]
[signature of Notary]

Vorak Seng
[typed name of Notary]

NOTARY PUBLIC
My commission expires: January 1, 2007.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

ANTHONY L. DEROSA
CHRISTINE T. DEROSA

SIGNATURE DECLARATION

Debtor(s).

Case No. _____

- PETITION, SCHEDULES & STATEMENTS
 CHAPTER 13 PLAN
 SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
 AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
 MODIFIED CHAPTER 13 PLAN
 OTHER (Please describe: _____)

I [We], the undersigned debtor(s) or authorized representative of the debtor, *make the following declarations under penalty of perjury:*

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- [individual debtors only] If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: DECEMBER 4, 2003

Anthony Derosa
Signature of Debtor or Authorized Representative

Anthony Derosa
Printed Name of Debtor or Authorized Representative

Christine Derosa
Signature of Joint Debtor

Christine Derosa
Printed Name of Joint Debtor

In re ANTHONY L. DEROSA,
CHRISTINE T. DEROSA

Case No. _____

Debtors

SCHEDULE J. CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

| | | |
|--|-----------------------|---------------------------|
| Rent or home mortgage payment (include lot rented for mobile home) | | \$ <u>2,700.00</u> |
| Are real estate taxes included? | Yes _____ No <u>X</u> | |
| Is property insurance included? | Yes _____ No <u>X</u> | |
| Utilities: Electricity and heating fuel | | \$ <u>255.00</u> |
| Water and sewer | | \$ <u>0.00</u> |
| Telephone | | \$ <u>95.00</u> |
| Other <u>Garbage-\$18/hhld goods-\$10/cable & internet-\$52</u> | | \$ <u>80.00</u> |
| Home maintenance (repairs and upkeep) | | \$ <u>0.00</u> |
| Food | | \$ <u>650.00</u> |
| Clothing | | \$ <u>80.00</u> |
| Laundry and dry cleaning | | \$ <u>25.00</u> |
| Medical and dental expenses | | \$ <u>115.00</u> |
| Transportation (not including car payments) | | \$ <u>213.00</u> |
| Recreation, clubs and entertainment, newspapers, magazines, etc. | | \$ <u>50.00</u> |
| Charitable contributions | | \$ <u>20.00</u> |
| Insurance (not deducted from wages or included in home mortgage payments) | | \$ <u>0.00</u> |
| Homeowner's or renter's | | \$ <u>0.00</u> |
| Life | | \$ <u>0.00</u> |
| Health | | \$ <u>150.00</u> |
| Auto | | \$ <u>0.00</u> |
| Other _____ | | \$ _____ |
| Taxes (not deducted from wages or included in home mortgage payments) | | \$ <u>0.00</u> |
| (Specify) _____ | | \$ _____ |
| Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan.) | | \$ <u>311.00</u> |
| Auto | | \$ <u>0.00</u> |
| Other _____ | | \$ <u>0.00</u> |
| Other _____ | | \$ <u>0.00</u> |
| Other _____ | | \$ <u>0.00</u> |
| Alimony, maintenance, and support paid to others | | \$ <u>0.00</u> |
| Payments for support of additional dependents not living at your home | | \$ <u>0.00</u> |
| Regular expenses from operation of business, profession, or farm (attach detailed statement) | | \$ <u>0.00</u> |
| Other <u>Hhld supplies & toiletries-\$80/publications-\$10/postage-\$2</u> | | \$ <u>92.00</u> |
| Other <u>School lunches-\$67 & activities-\$25/personal care-\$75</u> | | \$ <u>167.00</u> |
| TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules) | | \$ <u>5,003.00</u> |

[FOR CHAPTER 12 AND 13 DEBTOR ONLY]
Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

| | |
|---|---------------|
| A. Total projected monthly income | \$ <u>N/A</u> |
| B. Total projected monthly expenses | \$ <u>N/A</u> |
| C. Excess income (A minus B) | \$ <u>N/A</u> |
| D. Total amount to be paid into plan each _____ | \$ <u>N/A</u> |

(interval)

Arild Rossavik
PO Box 2001
Chanhassen
MN 55317

Monday, July 26, 2004

Jay Meyer
Law Clerk for

Keith Chwialkowski
Attorney at Law
P.O. Box 130938
Roseville MN 55113

Re. Anthony De Rosa Christine De Rosa

When Anthony applied for rent of my house back in August last year he signed a rental application that he had no previous bankruptcy or had been sued.

On this basis I gave him the lease and the car a Honda 92 mod and he promised to pay \$2100.00 plus 9% APR for this

He later traded this car into a Ford Truck Winstar 1996 Model , without my consent or neither did he make any payments at all so he had zero ownership/ equity in the vehicle I provided for him

His chapter 7 filing shows both a previous bankruptcy and several suits.

The loan on the new vehicle he reaffirms in is chapter 7 filing and since I by design was not informed about his Chapter 7 filing after it is closed it is my position that the car loan has not been discharged.

“ A failure to properly schedule a creditor, unless he or she can be proved to have actual knowledge of the case, may prevent discharge of an otherwise dischargeable debt” See 11 U.S.C 5239(a)(3) (I had no knowledge of his filing before the case was closed)

No schedule E have been filed either with respect to the car loan or the lease.

On Schedule G. Unexpired leases: they crosses of no for unexpired leases

(Bit under expenditure list rent at \$2700.00)

They have a 36 months lease with 32 months remaining at filing date

Also I have numerous email from the Rosa this year where he disputes neither liabilities after his filing . and promise to pay outstanding balances and he even agrees to pay late fees, (There is however not late fees in my claim .)

He wants to buy my house, my mattresses , (which he took anyway and I filed a complaint with Carver Police) have a reduction a rent , make improvements to my property , but never a word about his filing of Chapter 7 before the case is closed And I have declined to give him reduction in rent .

They are enclosed for your reference

I invite your client to settle this matter or we can this resolved in District Court

Please advice within August 6th 2004

Respectfully

Arild Rossavik

Arild Rossavik

phone 952 448 4844

Box 2001 570 West 78th Street

Chanhassen

MN 55317

Enclosures

PS. Separately I am sending some items left by your client to your office

(I don't have his new address)

In re **ANTHONY L. DEROSA,
CHRISTINE T. DEROSA**

Case No. _____

Debtors

SCHEDULE I. CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by a married debtor in a chapter 12 or 13 case whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

| | | |
|--|---------------------------------|---------------------|
| Debtor's Marital Status: Married | DEPENDENTS OF DEBTOR AND SPOUSE | |
| | RELATIONSHIP | AGE 6 8 11 |
| EMPLOYMENT: | | DEBTOR |
| Occupation | Programmer Age 41 | SPOUSE |
| Name of Employer | Allianz Life Insurance | Homemaker Age 36 |
| How long employed | Four months | Unemployed |
| Address of Employer | St. Paul, MN | |

| | DEBTOR | SPOUSE |
|--|--------------------|----------------|
| INCOME: (Estimate of average monthly income) | | |
| Current monthly gross wages, salary, and commissions (pro rate if not paid monthly) | \$ 6,560.00 | \$ 0.00 |
| Estimated monthly overtime | \$ 0.00 | \$ 0.00 |
| SUBTOTAL | \$ 6,560.00 | \$ 0.00 |
| LESS PAYROLL DEDUCTIONS | | |
| a. Payroll taxes and social security | \$ 1,874.00 | \$ 0.00 |
| b. Insurance | \$ 0.00 | \$ 0.00 |
| c. Union dues | \$ 0.00 | \$ 0.00 |
| d. Other (Specify) _____ | \$ 0.00 | \$ 0.00 |
| | \$ 0.00 | \$ 0.00 |
| SUBTOTAL OF PAYROLL DEDUCTIONS | \$ 1,874.00 | \$ 0.00 |
| TOTAL NET MONTHLY TAKE HOME PAY | \$ 4,686.00 | \$ 0.00 |
| Regular income from operation of business or profession or farm (attach detailed statement) | \$ 0.00 | \$ 0.00 |
| Income from real property | \$ 0.00 | \$ 0.00 |
| Interest and dividends | \$ 0.00 | \$ 0.00 |
| Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above | \$ 0.00 | \$ 0.00 |
| Social security or other government assistance (Specify) _____ | \$ 0.00 | \$ 0.00 |
| _____ | \$ 0.00 | \$ 0.00 |
| Pension or retirement income | \$ 0.00 | \$ 0.00 |
| Other monthly income (Specify) <u>Hollywood Video</u> | \$ 325.00 | \$ 0.00 |
| _____ | \$ 0.00 | \$ 0.00 |
| TOTAL MONTHLY INCOME | \$ 5,011.00 | \$ 0.00 |
| TOTAL COMBINED MONTHLY INCOME \$ <u>5,011.00</u> | | |

(Report also on Summary of Schedules)

Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between _Anthony & Christine De Rosa ("Tenant") and Arild Rossavik ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at Powers Blvd ("the premises"), together with the following furnishings and appliances: Maytag Washing Machine, Dryer, Refrigerator, Stove and Dishwasher

Rental of the premises also includes

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children:
Nicholas 4 Michelle 6 and Anthony 7

Occupancy by guests for more than 30 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on _Sept 1st 2003 and end on Sept 1st 2006, if Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$2700.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid via Direct deposit into Landlords Checking account with Americana Community Bank

Routing 091901969 Account 844746 or at such other place as Landlord designates.

Clause 6. Utilities

Tenant will pay all utility charges.

Clause 7. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 8. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

Clause 9 Repairs and Alterations by Tenant

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.

b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 10. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a

nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 11. Pets

Normal House hold pets are allowed , The tenant is responsible for any damage done by the pets and also to be compliance with the City of Chanhassen ordinances with regards to pets.

Clause 12. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant 7 days notice before entering.

Clause 13. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 30 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 14. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 15. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures:

Need to change water filters

Clause 16. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at the following address: _____

The manager, at the following address: _____

The following person at the following address: Jim Skarie, 3504 Larchwood Dr. MN 55345 phone 952 449 4889

Jim can also be contacted for other maintenance issues

Clause 17. Additional Provisions

Additional provisions are as follows:

Some furniture, specified separately, is left and tenant agrees to pay \$300 pr month for the use of these. This use can be terminated anytime at the discretion Of the tenant.

Clause 18 Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 19. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental

a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Date July 10 - 2003
Landlord or Landlord's Agent Eild Rossary
Title Owner
Street Address _____
City, State & Zip _____
Phone _____

Date August 10, 2003
Tenant Anthony De Rosa
Phone _____

Date AUG 10 03
Tenant Christina De Rosa
Phone 952

Miscellaneous

Describe the number and type of pets you want to have in the rental property:

Describe water-filled furniture you want to have in the rental property: none

Do you smoke? yes no

Have you ever: Filed for bankruptcy? yes no

Been evicted? yes no

Been sued? yes no

Been convicted of a crime? yes no

Explain any "yes" listed above:

References and Emergency Contact

Personal Reference: Nadine Wilkerson

Relationship: friend

Address: 20 Idalroy TR
Hopat Cong NJ 07843

Phone: (913) 398-3764

Personal Reference: John Hero

Relationship: friend

Address: 220 Knox way
Hopat Cong NJ 07843

Phone: (913) 398-2728

Contact in Emergency:

Relationship:

Address:

Phone:

I certify that all the information given above is true and correct and understand that my lease or rental agreement may be terminated if I have made any false or incomplete statement in this application. I authorize verification of the information provided in this application from my credit sources, credit bureaus, current and previous landlords and employers, and personal references.

8/6/03
Date

Anthony De Rosa
Applicant

Notes (Landlord/Manager):

In re ANTHONY L. DEROSA,
CHRISTINE T. DEROSA

Case No. _____

Debtors

SCHEDULE G. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

FROM CHAPTER
7 FILING

0 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases