

**United States Bankruptcy Court  
District of Minnesota**

In re:

Ronald J. Kruger  
Debtor

Bankruptcy File No. 04-31186  
Adv 04-3277

Kathy Jo Anderson  
Plaintiff

v

Ronald J. Kruger  
Defendant

**ANSWER TO COMPLAINT**

Defendant Ronald J Kruger, as and for his response to the Complaint for denial of discharge submit the following Answer to the Complaint:

1. Defendant denies all allegations of the Complaint except as specifically admitted herein.
2. Defendant admits the allegations contained in paragraphs 1, 2, 4, 5, 6, 7, 8, and 12 of the complaint.
3. Defendant denies allegations contained in paragraphs 9, 10, 13 and 14 of the Complaint.
4. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 3 and 11 of the Complaint and therefore, said the allegations are deemed denied and the Plaintiff is charged with the strict proof thereof.
5. Answering the allegations contained in paragraphs 13 and 14 of the Complaint, the defendant repeatedly told plaintiff to have all medical and dental expenses put into defendant's name. Plaintiff chose not to do so. Currently, the defendant is receiving and paying dental expenses with Scott A. Knudsen DDS. Children have been on Medical Assistance paid for by the defendant to the State of Minnesota at \$50 per child. Defendant was deployed overseas by the United States Army from December 15, 2002 to November 18, 2003. At this time, defendant and children qualified for Tri Care. Several attempts were made by defendant and defendant's Power of Attorney, Albert Kruger, to have the plaintiff get Military Dependant Identification cards and find a local Tri Care provider. Plaintiff chose not to causing the defendant \$1100 in undue medical premiums to the State and possible medical expenses to said allegations for reimbursement to plaintiff.

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6. Answering allegations contained in paragraph 9 of the Complaint, the defendant states that the Prebe Debt is not additional child support and/or spousal maintenance but is found under Real Estate paragraph 12 of the Divorce Decree.

7. Answering allegations contained in paragraph 10 of the Complaint, the defendant states that the original obligation signed by plaintiff and defendant could not be repaid back to Robert and/or Joanne Prebe at the time of the sale of the house because defendant and plaintiff mortgaged the house and refinanced for repairs and personal property. Some of the personal property is in the plaintiff's possession in the form of snowmobiles, 96 Chevy Blazaar and \$2800 in Lazer eye surgery. If not for these expenses, there would have been enough equity in the house to pay off the debt owed.

### **AFFIRMATIVE DEFENSES**

#### **I.**

Defendant specifically denies that he has concealed, destroyed, mutilated, falsified or failed to keep or preserve any recorded information concerning the Defendants' financial condition or business transactions.

#### **II.**

Defendant specifically deny that he has failed to explain satisfactorily any loss of assets or deficiency of assets to meet the Defendants' liabilities.

### **Prayer for Relief**

**WHEREFORE**, Defendant requests that:

1. The Court deny the relief sought by the complaint and grant the Defendant the discharge he is entitled to under section 727 of Title 11.
2. All costs of suit be taxed against Plaintiff; and
3. Defendant have all such other and further relief to which he may be justly entitled.

BY: Ronald James Kruger  
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