

**UNITED STATES BANKRUPTCY COURT — DISTRICT OF MINNESOTA
LOCAL ADVERSARY PROCEEDING COVER SHEET**

ADVERSARY PROCEEDING NUMBER (COURT USE ONLY)	
PLAINTIFFS (Name and address) Patricia Ann Anderson 116 1st St N Dundas, MN 55019	DEFENDANTS (Name and address) Tammy J. Loesch 2830 Brockman Ct Northfield, MN 55057
ATTORNEYS (Name, firm name, address, telephone) N/A	ATTORNEYS (Name, firm name, address, telephone) Prescott & Pearson, P.A. 443 Old Highway 8, Suite 208 New Brighton, MN 55112 (650) 633-2757 Fax # (651) 633-7562
PARTY (Check one box only) <input checked="" type="checkbox"/> 1 U.S. PLAINTIFF <input type="checkbox"/> 2 U.S. DEFENDANT <input type="checkbox"/> 3 U.S. NOT A PARTY	
NATURE OF SUIT (Check ALL appropriate boxes.)	
<input checked="" type="checkbox"/> 426 Complaint to determine dischargeability of <u>one</u> debt under § 523. <input type="checkbox"/> 459 Notice Of Removal to remove this action to the Bankruptcy Court under § 1452. <input type="checkbox"/> 424 Complaint to deny or revoke a discharge of <u>all</u> debts of the debtor under § 727. <input type="checkbox"/> 454 Recover Money or Property <input type="checkbox"/> 458 Sale of co-owner's interest <input type="checkbox"/> 435 Determine Validity, Priority, or Extent of a Lien <input type="checkbox"/> 455 Revoke confirmation of a Plan <input type="checkbox"/> 434 Obtain an injunction <input type="checkbox"/> 456 Declaratory judgment <input type="checkbox"/> 457 Subordinate allowed claim <input type="checkbox"/> 498 Other (specify)	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) See ATT	
ORIGIN OF PROCEEDINGS <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed Proceeding <input type="checkbox"/> 3 Reinstated or Reopened <input type="checkbox"/> 4 Transferred from Another Bankruptcy Court <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION	DEMAND \$ 900.00 OTHER RELIEF SOUGHT <input type="checkbox"/> JURY DEMAND
BANKRUPTCY CASE NUMBER DEBTOR	
DISTRICT AND DIVISION IN WHICH CASE IS PENDING NAME OF JUDGE	
RELATED ADVERSARY PROCEEDING (IF ANY)	
PLAINTIFF <i>Pat</i>	DEFENDANT
DISTRICT	ADVERSARY PROCEEDING NUMBER
DIVISIONAL OFFICE	NAME OF JUDGE
FILING FEE (Check one box only) <input type="checkbox"/> FEE ATTACHED <input type="checkbox"/> FEE NOT REQUIRED <input checked="" type="checkbox"/> FEE DEFERRED	
DATE 9/17/04	PRINT NAME SIGNATURE OF ATTORNEY (OR PLAINTIFF) Patricia Ann Anderson

Untitled

RE:Tammy J. Loesch
chapter 7 Bankruptcy
case number
04-33699-GFK

RECEIVED
04 SEP 17 PM 3:25
U.S. DISTRICT COURT
OF PAUL, MD

Complaint Objecting to Discharge

Dear sir or Mam,

I am writing you this letter in regards to the above case. In July of 2003 I lent Tammy J. loesch \$1000.00 for a down payment on her town home.(please see att.) She payed me \$800.00 of that money back. I also put a washer,dryer,dryer cord,water softner and delivery on my sears card for her(see att.). I needed a computer for my business so she put a computer on her Dell account for me. We both new that there would be a balance owed to me and figured that Tammy could pay me back by either helping me out at my daycare or by monthly installments.

On December 2nd 2003 Tammy and I had a fight and decided to no longer be friends. I gave Tammy almost a year to write or call to make payment arrangments and heard nothing. In July,2004 I filed in small claims court. On August 20th 2004 both Tammy and I showed up in small claims court. We both agreed to go through the mediation process. The process lasted for around 1.5 hrs. and we finaly came to a agreement(please see att.). Both the court mediator and myself spent our time trying to figure this thing out so we did not have to use up the courts time. Tammy did not at any time of the mediation process say anything about filing a chapter 7 bankruptcy and maybe adding this in. Because of the amount that we agreed upon (see paragraph 1 on the att.). I can not justify hiring a attorney to handle this matter for me. I did however receive some free advice from a local attorney. He said

Untitled

that Tammy should have not entered in agreements with me knowing she was under chapter 7 bankruptcy protection, her attorney should have adviced her not to come to court. I am hoping this is correct. I am not just another credit card maxed out or what have you, I was a friend that did a great favor for another friend and learned a lesson. I am hoping that after you vew all of the documents that you will agree that I should receive the \$500.00 that was agreed upon in mediation, the \$150.00 filing fee for the complaint objecting to discharge of the debtor, and money for time spent off work if that is the case.

Patty Anderson

UNITED STATES BANKRUPTCY COURT

District of Minnesota

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 06/23/04.

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):

TAMMY J LOESCH
2830 BROCKMAN CT
NORTHFIELD, MN 55057

Case Number:
04 - 33699 - GFK

Social Security/Taxpayer ID Nos.:
471-90-7983

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

RICHARD J PEARSON
PO BOX 120088
NEW BRIGHTON, MN 55112
Telephone number: 651-633-2757

Bankruptcy Trustee (name and address):

MICHAEL J IANNACONE
8687 EAGLE POINT BLVD
LAKE ELMO, MN 55042
Telephone number: 651-224-3361

Date: July 22, 2004

Time: 01:00 pm

Location: U S BANKRUPTCY COURT
U S COURTHOUSE RM 685
316 N ROBERT ST
ST PAUL, MN 55101

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:
09/20/04

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 200
316 N ROBERT ST
ST PAUL, MN 55101

Web address: www.mnb.uscourts.gov

Acting Clerk of the Bankruptcy Court:
LORI VOSEJPKA

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

Date: 06/24/04

651-848-1000

Tammy Laesch
663-8394

write a letter to a Rice County Judge.
In regards to the Matter 10:48 A.M. 9/30/04
w/ Bankruptcy Clerk's office
Duty to file 150.00 fee to stop & still may not
apply

Lance 663-1211

PRESCOTT & PEARSON, P.A.

ATTORNEYS AT LAW

443 - Old Highway 8, Suite 208
New Brighton, MN 55112

Phone (651) 633-2757 - Fax (651) 633-7562

ATTORNEYS AT LAW

*Jack L. Prescott
Richard J. Pearson
Jeffrey M. Bruzek
April M. Little*

PARALEGALS

*Scott Prescott
Lindy Voss*

August 26, 2004

Patricia A Anderson
116 - 1st St N
Dundas MN 55019

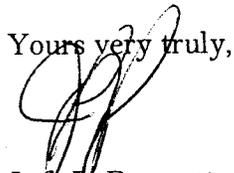
In Re: Tammy J Loesch Acct # unknown
2830 Brockman Court
Northfield MN 55057
Bankruptcy Case No: 04-33699
Date of filing: 06-23-2004

To Whom It May Concern:

This office represents Tammy Loesch in a Chapter 7 bankruptcy filed on July 23, 2004, in St Paul, Minnesota.

The debt that Tammy has with you was inadvertently left off the original Chapter 7 petition, however it is being added at this time.

Yours very truly,



Jack L. Prescott
Attorney at Law

Enclosure

cc: Clerk of US Bankruptcy Court

State of Minnesota

County

Conciliation Court

Judicial District

Case No.

54-04-272

STATEMENT OF CLAIM AND SUMMONS

Plaintiff #1

Name: Patricia A. Anderson
Address: [Redacted]
City/State/Zip: Dundas, MN 55019

Plaintiff #2

Name:
Address:
City/State/Zip:

Defendant #1

Name: Tammy Jo Loesch
Address: 2830 Brockman Ct
City/State/Zip: Northfield MN 55057

Defendant #2

Name: RICE COUNTY MINN.
Address:
City/State/Zip:

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JSL - 2 2004

PLAINTIFF'S STATEMENT OF CLAIM

1. The Defendant(s) owe(s) me \$ 1869.21, plus filing fees and costs of \$ 225.00, for a total of \$ 2094.21 because (state what happened and when it happened):

I lent Tammy Loesch 1000.00 for a security deposit on her town home. She only paid me a portion that back. I also put a washer, dryer & water softener & dryer card plus delivery on bill seals card for her. She has yet to send any money on those or try to make a payment.

2. The Defendant(s) has/have the following property that belongs to me (list property), valued at \$ [Redacted], plus filing fees and costs of \$ [Redacted], for a total of \$ [Redacted].

I want the Court to order this property returned to me or make the Defendant(s) pay me money for the value of the property.

- 3. I believe the person(s) I am suing is/are at least 18 years old and not in the military service.
4. I understand that if I do not come to court on my hearing date, my case will be dismissed and I may have to pay money to the Defendant(s) on any counterclaim that has been filed.

NOTARY STAMP OR COURT SEAL

SWORN TO BEFORE ME ON:

Date: July 2, 2004
Signature: [Signature]

THE ABOVE STATEMENT OF CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Signature: Patricia A. Anderson
Name: Patricia A. Anderson
Title (if representative):
Telephone: (507) 645-5974

Notice of Settlement

The above-entitled case having been settled, the same may be and hereby is dismissed with my consent.

Date: Plaintiff's Signature:

SUMMONS: IMPORTANT NOTICE TO THE PARTIES

You must come to court for a hearing on August 20, 2004 at 10:00 AM .m. at RICE COUNTY COURTHOUSE; 218 NW Third St., Faribault MN 55021

If you do not come to court for this hearing, you may lose the case and have to pay money to the other party.

Dated: 7/13/04 Court Administrator/Deputy Robert L Langer/ns

CASE NO.

MEMORANDA OF PROCEEDINGS

Judgment becomes final and time for removal expires on _____

Action	Date	Action	Date
Claim filed		Notices Mailed	
Hearing set for		Stricken-Settled	
Notices Mailed		Order of Dismissal	
Notice returned/not delivered		Judgment Entered	
Notice re-mailed		Notice of Judgment mailed	
Answer/Offer filed		Judgment satisfied	
Counterclaim filed		Removal/Appeal perfected	
Notices mailed		Order Vacating Judgment	
Hearing continued/reset to		Transcript issued	
Notices mailed		Exhibit Inf. (Date filed)	
Hearing continued/reset to		Exhibits returned	

SETTLEMENT AGREEMENT

Minn. Gen. R. Prac. 512(e)

Plaintiff(s) and Defendant(s) have agreed upon a settlement of this case, which agreement is as follows:

Plaintiff(s) and Defendant(s) further agree that they will abide the judgment to be entered based upon this agreement, without removal, appeal or further litigation.

_____	_____
Plaintiff	Defendant
_____	_____
Plaintiff	Defendant

Dated: _____

_____ Judge

MEDIATION AGREEMENT

**Rice County Dispute
Resolution Program
Northfield Community Resource Center
Northfield, MN 55057
(507)664-3522**

In the mediation session held on Aug. 20, 2004, the parties signing below agree to the following:

(1) Tammy Jo Loesch agrees to pay Patricia Ann Anderson \$500 (five hundred) in full, final and complete satisfaction of this issue.

(2) Tammy Jo Loesch agrees to pay Patricia Ann Anderson the above amount in installments of \$100 (one hundred) per month beginning Sept. 15, 2004 until the total amount is paid in full satisfaction of this agreement.

(3) It is understood by the parties that payments may be in amounts higher than \$100 if the payor would like to pay the amount off in a shorter time period.

(4) Should parties fail to abide by this agreement, judgment may be entered upon the filing of a notarized statement sent to the other party and to the court.

PARTY ONE: Patricia Anderson
PARTY TWO: Tammy Jo Loesch
PARTY THREE: _____
PARTY FOUR: _____

DATE: 8-20-04
DATE: 8-20-04
DATE: _____
DATE: _____

PATRICIA A ANDERSON
2507 645 5974
4-608-676-087-882
146 1ST ST N
DEARBORN MI 48106



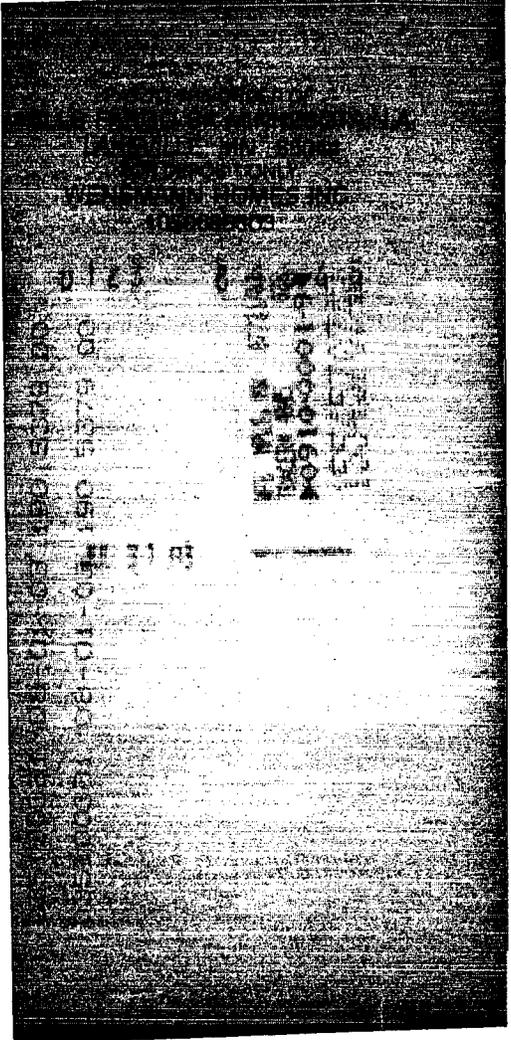
2004

Pay to the order of *Wendy* *5.00*
Cashier *me the best before*

TCF BANK

511 W 1420 Broadway
Dearborn MI 48122

ATM
019407000147 58521595734
2004 1000000000





Sears Charge Plus

Account Number: 11 50027 59986 1

Total Account Balance	Minimum Payment Due Date	Minimum Payment Due
\$1,385.61	08/06/04	\$20.00

Amount Enclosed
\$

Change of Address?



PATTY ANDERSON
116 1ST ST N
DUNDAS MN 55019-3923

0022413



PO BOX 182149
COLUMBUS OH 43218-2149

0000 1150027599861 0138561 0002000 0000000

Sears Charge Plus
ACCOUNT STATEMENT

Make Checks Payable to Sears Credit Cards
Account Number 11 50027 59986 1
Customer Service: 1-800-917-7700

1 OF 1

Total Account Balance	Total Credit Limit	Total Credit Available	Billing Cycle Closing Date	Minimum Payment Due Date
\$1,385.61	\$1,352.00	\$00.00	07/09/04	08/06/04

Account Summary

Previous Balance	\$1,344.04
Payments & Credits	\$0.00
Purchases & Debits	\$0.00
Other Charges	\$35.00
Total FINANCE CHARGES	\$6.57
Total Account Balance	\$1,385.61

Regular Transactions

Trans Date	Post Date	Description	Charges/Credits
07/08	07/08	LATE PAYMENT FEE	\$35.00

THE AMOUNT DUE SHOWN ABOVE INCLUDES A PAST DUE AMOUNT. YOU SHOULD SEND THE ENTIRE AMOUNT DUE NOW. IF PAYMENT HAS BEEN MADE RECENTLY, THANK YOU.

Finance Charges

Days In Billing Period: 30

Purchase Type	Amount	Average Daily Balance	Corresponding ANNUAL PERCENTAGE RATE	Periodic Rate D-Day M-Month	Periodic FINANCE CHARGE
Sears Regular	\$341.40	\$305.30	26.15 %*	0.0717 % (D)*	\$6.57
No Fin. Chrg.	\$436.14	\$0.00	0.00 %	0.0000 % (D)	\$0.00
No Fin. Chrg.	\$425.99	\$0.00	0.00 %	0.0000 % (D)	\$0.00
No Fin. Chrg.	\$182.08	\$0.00	0.00 %	0.0000 % (D)	\$0.00
Minimum FINANCE CHARGE: \$0.00					

*The Rate Varies. NOTICE: See reverse side for important information and billing rights summary.
Call 1-800-917-7700 for customer service or to report your card lost or stolen, Mon-Sat 9AM-9PM, SUN 10AM-6PM.
Mail Billing Error Notices to PO BOX 818017 CLEVELAND OH 44181-8017



stay-N-Play Daycare
wkly pay for Patty Anderson \$230.00 per day

Gina Schacht - Full Time (507) 663-0256
Kini Larson - 140.00 wky
Rieanna Larson - 150.00 wky
Total - 290.00 wky

Kathy/mike Phillipson - Fulltime (507) 645-6230
Maggie Phillipson - 130.00 wky
Total - 130.00 wky

Jenny Tupa - Full time (507)
Joshua Rippe - 150.00 wky
Total \$150.00 wky

Deanna/mike Mason - Full time (507) 645-
mikey mason - 150.00 wky
Aiden Mason - 140.00 wky
Total 290 wky

Troy/wendy Bongers - Full time (507) 334-
Lexa Bongers - 140.00 wky
If set after Feb 2005 - Baby 150.00 wky
Total 140.00 wky
OR 290.00 wky

Donae - Fulltime
Saylin 150.00 wky
Total 150.00 wky

If before Feb & current wky pay 1150.00 wky (\$230.00 daily)
If after Feb 2005 - wky income 1300.00 (\$260.00 daily)

09/02/04

POLICIES AND AGREEMENT

The child(ren) in this agreement will be understood to be:
jkjhrorkkjyjtjrtokhirthothg

Their respective ages are: _____

The parents and/or guardians responsible for this agreement will be understood to be:

residing at: _____

The contact phone numbers (to include home, work, mobile, etc.) are:

hhrrtrrhhdh/g
The Provider in this agreement will be understood to be Patty Anderson. The Provider's address and location of care to be given will be at 116 1st Street, Dundas, Minnesota. The Provider's phone number is 507-645-5374.

1. Registration

All forms must be completed and received by the provider *before* care can begin. In addition, there is a yearly \$100.00 Activity Fee for children ages 2 and up. Infant and up to age 2 will remain \$50.00 and a \$50 Registration Fee payable and due August 1st. The Provider's calendar year begins each August 1st. Below is a list of the required forms.

1. _____
2. _____
3. _____
4. _____
5. _____

2. Fees For Care

The fees for care are as follows.

\$120.00 wkly

.3. Child Supplies

It is the parents responsibility to provide all diapering supplies including creams, ointments, powders, diapers and wipes. In addition, any over the counter medications, lotions, sunscreen, bug repellent, lip care products, personal grooming items, etc. are the parent's responsibility. These items must be in their original container. The provider will supply food, art and educational supplies, most field trip expenses, toys and play equipment, basic first aid items, and plan activities for your child(ren) in a safe and appropriate environment.

4. Hours of Operation

The hours the provider is open for care is from 6am until 5:30pm Monday through Friday. If you are late picking up your child you will be charged a late pickup fee of \$5 for each 5 (five) minutes past closing. It is asked that the hours of operation and the regular hours your child(ren) are in attendance be respected. If there is a change in the regular hours your child will be attending, please promptly inform the provider.

5. Payment

Payment for the week is due on the first day of the week your child attends. You have the option of paying in cash, personal check or cashier's check. If payment is not made on the due date, you will be charged \$20 for each day the payment is late. If a check is returned, you will be charged \$25. If two checks are returned by the provider's bank, for insufficient funds, payment by personal check will no longer be accepted.

6. Meals

The provider will offer breakfast, lunch and an afternoon snack. The meals are nutritious, and well balanced. You should be aware of meal times to ensure that your child is present to eat. If your child arrives outside of these times, please make sure that your child is adequately fed to hold them over until the next opportunity to eat is presented.

BREAKFAST: 8:00 - 8:30
LUNCH: 11:30 - 12:00
SNACK: 3:00 - 3:30

Please do not bring food from home. Not only is it against the providers food program guidelines but it causes several issues with those children present who would like to have some of what your child has brought in.

7. Holidays

The following days are paid holidays for the provider. On these days, there is no care available from the provider. **It is the parents/guardians responsibility to find alternate care for these dates.**

New Year's Eve	New Year's Day	Presidents Day	Memorial Day
Independence Day	Thanksgiving	Day After Thanksgiving	Labor Day
Christmas Eve	Christmas Day		

The provider will have the week of Christmas and the week of Memorial Day off yearly, so please mark your calendars for these repeat vacation times. When the Christmas Holiday lands on a weekend, notice will be given as to which week care will not be offered. In addition, the provider will take two weeks vacation at her discretion at other times throughout the year. A 4 week notice will be given in advance of these dates. These dates are paid vacation times. If Holiday falls on Saturday or Sunday, Provider will take either Friday or Monday off. Provider will give notice as to which day will be taken off.

Each family will be given one week vacation for which they are not charged.

- 6 weeks to 12 months 150.00
- 12 months to 3 years 140.00
- 2 years to preK 5 year olds 130.00
- Half day kindergarden care 115.00
- School aged summer care 115.00
- After school only 75.00
- Part time 24 hours or less, all PreK 85.00
- Part time 24 hours or less infant. 95.00

3. Child Supplies

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