

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION

In re:

ROBERT G. HOUY and  
SHARON LYNN HOUY,

Case No. 93-04812  
Chapter 7

Debtors.

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RENTRAK CORPORATION,

ADV. PROC. NO. 94-80007

Plaintiff,

vs.

ROBERT G. HOUY and  
SHARON LYNN HOUY,

Defendants.

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FINAL JUDGMENT

THIS CAUSE came on for consideration upon the Court's own motion for the purpose of entering a final judgment in this adversary proceeding. The Court reviewed the record and finds that on May 26, 1994, this Court entered an Order Approving Stipulation and Granting Joint Motion For Order Approving Compromise of Controversy Between Rentrak Corporation and Robert G. Houy and Sharon L. Houy, and it is, therefore, appropriate to enter a final judgment in this adversary proceeding.

U. S. BANKRUPTCY COURT  
Northern District of Florida  
DATE ENTERED ON DOCKET:

7.12.94

I HEREBY CERTIFY that this is a true and correct copy of the original on file in the office of the Clerk, United States Bankruptcy Court for the Northern District of Florida.

LARRY A. PACE, Clerk, Bankruptcy Court

By Cynthia S...  
Deputy Clerk

CLERK  
BANKRUPTCY COURT  
NORTH/DIST-FLA  
PENSACOLA, FLA

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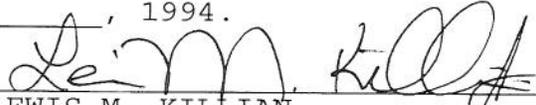
Accordingly, it is

ORDERED, ADJUDGED AND DECREED that final judgment is hereby entered in favor of Rentrak Corporation and against Robert G. Houy and Sharon L. Houy as to Count I of the Complaint pursuant to 11 U.S.C. § 523(a)(6). The debt owed by Debtor to Rentrak in the amount of \$87,827.86 is hereby determined to be nondischargeable pursuant to 11 U.S.C. § 523(a)(6), however, the nondischargeable debt shall be deemed fully satisfied by Debtor upon the lump sum payment of the total amount of \$17,500 to Rentrak Corporation in accordance with the Stipulation executed by the parties on May 23, 1994. It is further,

ORDERED, ADJUDGED AND DECREED that the terms of the Stipulation and Order Granting Motion for Order Approving Compromise of Controversy Between Rentrak Corporation and

Robert G. Houy and Sharon L. Houy, attached hereto as Addendum "A" are hereby incorporated herein.

DONE AND ORDERED in Chambers, at Tallahassee, Florida, this 11th day of July, 1994.

  
LEWIS M. KILLIAN  
United States Bankruptcy Judge

Conformed copies to:

Andrea Bushnell, Esq.  
Rentrak Corporation  
Post Office Box 18888  
Portland, Oregon 97218

Robert G. and Sharon L. Houy  
320 Bryan Circle  
Mary Esther, FL 32569

Harold F. Peek, Jr., Esq.  
Post Office Box 147  
Valparaiso, FL 32580

Thomas G. Reed, Trustee  
107 N. Palafox Street  
Pensacola, FL 32501

United States Trustee  
227 N. Bronough Street  
Tallahassee, FL 32301

Dawn A. Carapella, Esq.  
Post Office Box 3299  
Tampa, FL 33601-3299

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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION

In re:

ROBERT G. HOUY and  
SHARON LYNN HOUY,

Case No. 93-04812  
Chapter 7

Debtors.  
\_\_\_\_\_ /

STIPULATION AND JOINT MOTION FOR  
ORDER APPROVING COMPROMISE OF CONTROVERSY BETWEEN  
RENTRAK CORPORATION AND ROBERT G. HOUY AND SHARON L. HOUY

Debtors, Robert G. Houy and Sharon L. Houy, and Rentrak Corporation ("Rentrak"), pursuant to Rule 9019, Federal Rules of Bankruptcy Procedure, hereby file their joint motion seeking approval of the compromise of controversy between the parties and state:

1. Prepetition, on or about April 29, 1988, Rentrak and the Debtor, Robert Houy as President of Video Galore, Inc., a Florida corporation ("Video Galore") entered into a written agreement ("Rentrak Agreement") pursuant to which the Video Galore's retail store identified as Store No. 10015 Debtor leased prerecorded video cassette tapes ("Rentrak Tapes") from Rentrak on a revenue sharing basis.

2. On or about December 5, 1989, Video Galore entered into a second rental agreement with Rentrak pursuant to which

ADDENDUM "A"

CLERK  
BANKRUPTCY COURT  
NORTH/DIST-FLA  
PENSACOLA, FLA

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Video Galore's retail store identified as Store No. 10017 leased Rentrak Tapes from Rentrak on a revenue sharing basis.

3. On August 3, 1990, Rentrak delivered and Defendant Robert G. Houy received written notices terminating the Rentrak Agreement and demanding the return of the Rentrak Tapes in Debtors' possession in accordance with the Rentrak Agreement.

4. Rentrak's records reflect that as of August 1994, Debtors had 3,357 Rentrak Tapes in its possession.

5. In December of 1993, Debtors returned approximately 1,313 Rentrak Tapes to Rentrak.

6. The remaining Rentrak Tapes were never returned to Rentrak and the present location of the Rentrak Tapes is unknown.

7. Debtors are indebted to Rentrak in the amount of \$87,827.86.

8. On September 16, 1993, Debtors filed their voluntary petition for relief under Chapter 7, Title 11, of the United States Code (the "Bankruptcy Code").

9. On February 28, 1994, Rentrak filed Adversary Proceeding No. 94-80007 against Debtors seeking a determination of the nondischargeability of the debt owed by Debtor to Rentrak pursuant to 11 U.S.C. § 523(a)(6) and an award of monetary damages for the value of the Rentrak Tapes, lost profits and attorneys' fees and costs.

10. Subject to this Court's approval, Debtors and Rentrak have agreed to compromise the adversary proceeding under the following terms:

a. The entire debt owed by the Debtor to Rentrak in the amount of \$87,827.86 is determined to be nondischargeable, however, upon the payment of the lump sum of \$17,500 to Rentrak in accordance with this Stipulation, the entire nondischargeable debt will be satisfied.

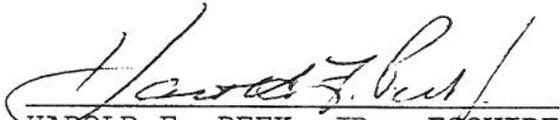
b. After ten (10) days from the entry of an order granting the parties' motion for compromise of controversy, Debtor shall deliver the amount of \$17,500 to Rentrak's undersigned counsel.

11. The parties further agree that, upon approval of the compromise by the Court, Rentrak shall submit to the Court for entry, a proposed Final Judgment in the form of the annexed Exhibit "A."

12. Debtors and Rentrak assert that it is in the parties' best interest to settle this matter without the risk and expense of further litigation. Accordingly, the parties request that the Court approve the stipulation and compromise of controversy.

WHEREFORE, Debtors and Rentrak respectfully request the granting of this motion and such other and further relief as is just and proper.

Respectfully submitted this 23rd day of May, 1994.



HAROLD F. PEEK, JR., ESQUIRE  
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Telephone: (904) 678-1178  
Counsel for Debtors,  
Robert G. Houy and  
Sharon L. Houy



DAWN A. CARAPELLA, ESQUIRE  
Florida Bar No. 751911  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
Post Office Box 3299  
Tampa, Florida 33601  
Telephone: (813) 223-4800  
Counsel for Rentrak Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Stipulation and Joint Motion For Compromise of Controversy between Rentrak Corporation and Robert G. Houy and Sharon L. Houy has been furnished by regular U.S. Mail to those entities listed on the attached service list, this 23 day of May, 1994.

  
\_\_\_\_\_  
DAWN A. CARAPELLA

Ms. Andrea Bushnell  
Rentrak Corporation  
Post Office Box 18888  
Portland, Oregon 97218

Robert G. and Sharon L.  
Houy  
320 Bryan Circle  
Mary Esther, FL 32569

Harold F. Peek, Jr.,  
Esq.  
Post Office Box 147  
Valparaiso, FL 32580

Thomas G. Reed, Trustee  
107 N. Palafox Street  
Pensacola, FL 32501

Derrick G. Bennett, Esq.  
Post Office Box 2422  
Panama City, FL 32402

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EXHIBIT

"A"  
\_\_\_\_\_

Accordingly, it is

ORDERED, ADJUDGED AND DECREED that final judgment is hereby entered in favor of Rentrak Corporation and against Robert G. Houy and Sharon L. Houy as to Count I of the Complaint pursuant to 11 U.S.C. § 523(a)(6). The debt owed by Debtor to Rentrak in the amount of \$\_\_\_\_\_ is hereby determined to be nondischargeable pursuant to 11 U.S.C. § 523(a)(6), however, the nondischargeable debt shall be deemed fully satisfied by Debtor upon the lump sum payment of the total amount of \$17,500 to Rentrak Corporation in accordance with the Stipulation executed by the parties on \_\_\_\_\_. It is further,

ORDERED, ADJUDGED AND DECREED that the terms of the Stipulation and Order Granting Motion for Order Approving Compromise of Controversy Between Rentrak Corporation and Robert G. Houy and Sharon L. Houy are hereby incorporated herein.

DONE AND ORDERED in Chambers, at Pensacola, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
LEWIS M. KILLIAN  
United States Bankruptcy Judge

Conformed copies to:  
Debtors  
Harold F. Peek, Jr., Esquire  
Dawn A. Carapella, Esquire  
U.S. Trustee  
Chapter 7 Trustee

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