

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

MECCATECH, Inc.,

Plaintiff,

vs.

**CLAUDIA KISER, PAT BARIL,
STRATEGIC GOVERNMENTAL
SOLUTIONS, Inc.; JOSEPH J. O'HARA,
EDUCATIONAL SERVICES &
PRODUCTS, LLC; and GARY W.
LANGE,**

Defendants.

CASE NO. 8:05CV570

ORDER

This matter is before the Court on the Joint Stipulation for Entry of Judgment (Filing No. 553) filed by Plaintiff MeccaTech, Inc. ("MTI"), and Defendant Patrick Baril ("Baril"). Attached to their Stipulation is a Consent Judgment agreed and consented to by MTI and Baril. (Filing No. 553-1.) The Court finds that the Joint Stipulation should be approved, and adopts the parties' Consent Judgment, as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Judgment be and hereby is awarded against Defendant Pat Baril and in favor of MTI in the amount of Fifty Thousand Dollars (\$50,000.00), and any and all attorney fees incurred in executing this consent judgment in the event of a default, and post judgment interest as provided by law from the date of this Judgment;
2. This Judgment is nondischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(6);
3. This Judgment will be satisfied in full if Baril pays to MTI the following sums on or before the dates indicated:

a. \$2,500 by August 10, 2012, or within 24 hours after counsel for Pat Baril receives a copy of the Settlement Agreement executed by MTI whichever last occurs;

b. \$100 per month on or before the fifth day of each month beginning in September 2012 through May 2016 for a total of \$4,500;

4. The payments, pursuant to the preceding paragraph, except the payment due pursuant to paragraph 3(a.) in the amount of \$2,500, will be made payable to MeccaTech, Inc., and will be sent or delivered to Matthew Flaminio, President, MeccaTech, Inc. 5840 Enterprise Drive, Lansing, MI 48911. The payment of \$2,500 pursuant to paragraph 3(a.) shall be made payable to MeccaTech, Inc., and will be sent or delivered to Paul Gwilt, Attorney at Law, Kutak Rock LLP, The Omaha Building, 1650 Farnam Street, Omaha NE 68102-2186, and said payment may be made by check drawn on the Client Trust Account of Broom, Clarkson, Lanphier & Yamamoto.

5. MTI will not take any steps to collect this Judgment (such as garnishment, attachment or seizure of property, filing liens, etc.) from Baril so long as the payments described in paragraph 3 are made in a timely fashion in accordance with Paragraph 3 above and with the terms of the Settlement Agreement entered into by the parties in August 2012.

6. If the payments described in paragraph 3 are timely paid, i.e., paid on time or cured after notice of default as provided for in Paragraph 5 of the Settlement Agreement, MTI will provide Mr. Baril with a satisfaction of judgment.

7. The preliminary injunction entered by this Court and against Mr. Baril on October 8, 2008 (Filing No. 467) and extended until October 8, 2010 (Filing No. 530) shall be extended and remain in full force and effect against Mr. Baril until 11:59 p.m.

December 31, 2012. Accordingly, Mr. Baril is enjoined from directly or indirectly, for himself or on behalf of others, communicating with, or providing Medicaid Administrative Claiming services, document storage or retrieval services, or direct services billing to any Nebraska school or Educational Service Unit (“ESU”) until 11:59 p.m. December 31, 2012. Notwithstanding the foregoing, the parties stipulate and agree that Mr. Baril is allowed to communicate with Nebraska school districts and/or ESUs for the limited purpose of obtaining job-related references or referrals.

8. This is a final judgment of this Court, and disposes of all claims raising in this adversary proceeding as to all parties.

Dated this 13th day of August, 2012.

BY THE COURT:

s/Laurie Smith Camp
Chief United States District Judge