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Honorable Samuel J. Steiner

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

IN RE:

MICHAEL R. MASTRO,  
  
Debtor.

BANKRUPTCY NO. 09-16841 (Ch. 7)

JAMES F. RIGBY, JR., Trustee, solely in  
his capacity as Chapter 7 trustee of the  
bankruptcy estate of Michael R. Mastro,  
  
Plaintiff,

ADVERSARY CASE NO. 10-01134-SJS

STIPULATION IN SUPPORT  
OF AGREED JUDGMENT

v.

THOMAS R. HAZELRIGG, III; SCOTT G.  
SWITZER and CHERI A. SWITZER,  
husband and wife, and the marital  
community composed thereof;  
CENTURION FINANCIAL GROUP,  
LLC, a Washington limited liability  
company; JOHN MASTANDREA and

1 JANE DOE MASTANDREA, husband  
2 and wife, and the marital community  
3 composed thereof; FOUNDATION  
4 MANAGEMENT, INC., a Washington  
corporation; and KEN SATO,

5 Defendants.

6  
7 Plaintiff, James F. Rigby, Jr., solely in his capacity as Chapter 7 Trustee of  
8 the Bankruptcy Estate of Michael R. Mastro ("the Trustee"), and defendant, John  
9 Mastandrea ("Mastandrea"), hereby agree to entry of judgment against Mastandrea on  
10 the following terms:  
11

12 1. Pursuant to an agreement dated June 24, 2009, a copy of which is  
13 Exhibit 12 to the complaint in this proceeding, Michael R. Mastro ("Mastro") purported  
14 to transfer or assign certain promissory notes and accounts receivable to Mastandrea.  
15

16 2. Any transfer or assignment from Mastro to Mastandrea pursuant  
17 to the June 24, 2009 agreement is avoidable and shall be avoided in the agreed  
18 judgment.  
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20 3. All assets purported to be transferred or assigned from Mastro to  
21 Mastandrea pursuant to the June 24, 2009 agreement shall be re-vested in the estate of  
22 Michael R. Mastro.  
23

24 4. Upon entry of the agreed judgment, Mastandrea shall provide the  
25 Trustee with all original documents Mastandrea possesses relating to the June 24, 2009  
26 agreement, including, but not limited to, the original promissory notes, guaranties,

1 deeds of trust, and all other documents relating to the promissory notes and accounts  
2 receivable subject to the agreement.

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4 5. Entry of the agreed judgment shall satisfy the Trustee's claims  
5 against Mastandrea based on the June 24, 2009 agreement, with the following  
6 exceptions and limitations:

7 a. Mastandrea represents and warrants that he has received no  
8 payments or other consideration in connection with the promissory notes  
9 and accounts receivable Mastro purported to transfer or assign to  
10 Mastandrea pursuant to the June 24, 2009 agreement, that Mastandrea  
11 has taken no action to compromise or forgive the debts owed in  
12 connection with such promissory notes and accounts receivable, and that  
13 Mastandrea has not transferred or assigned the promissory notes or  
14 accounts receivable to any third party. Entry of the agreed judgment  
15 shall be without prejudice to any claims the Trustee may bring against  
16 Mastandrea in this or any other proceeding based on any breach of  
17 Mastandrea's representations and warranties.

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21 b. Entry of the agreed judgment shall be without prejudice to  
22 any other claims the Trustee has asserted or may assert against  
23 Mastandrea outside this adversary proceeding.

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25 6. There will be no award of fees or costs against Mastandrea or the  
26 Trustee in connection with entry of the agreed judgment.

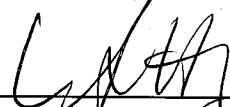
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7. Pursuant to Bankruptcy Rule 3002(c)(3), Mastandrea shall have thirty (30) days from entry of the agreed judgment to file any claim based on the avoidance.

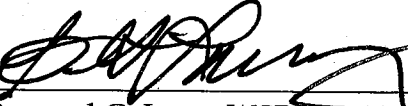
8. Mastandrea will be dismissed as a party to this adversary proceeding pursuant to the terms of this stipulation and the agreed judgment.

DATED this 29<sup>th</sup> day of March, 2010.

HALL ZANZIG CLAFLIN  
McEACHERN PLLC

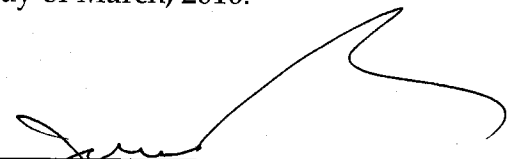
By   
Spencer Hall, WSB No. 6162  
Janet D. McEachern, WSB No. 14450  
W. Scott Zanzig, WSB No. 17571  
Attorneys for Plaintiff James F.  
Rigby, Jr., Chapter 7 Trustee of  
the Bankruptcy Estate of Michael R.  
Mastro

THE LANZ FIRM, P.S.

By   
Bernard G. Lanz, WSB No. 11097  
Attorney for John and Jane Doe  
Mastandrea

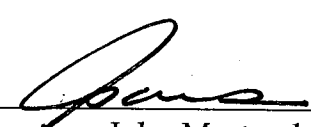
1 I am the plaintiff in this action. I agree to entry of judgment against  
2 John Mastandrea on the terms set forth above.

3 DATED this 29<sup>th</sup> day of March, 2010.

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6   
7 James F. Rigby, Jr., Trustee, Solely In His  
8 Capacity as Chapter 7 Trustee of the  
Bankruptcy Estate of Michael R. Mastro

9 I am one of the defendants in this action. I agree to entry of  
10 judgment on the terms set forth above.

11 DATED this 29 day of March, 2010.

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15 John Mastandrea  
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