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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,

ADVERSARY CASE NO. 10-01134-SJS

Plaintiff,

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

AGREED JUDGMENT - 1  
Adversary Case No. 10-01134-SJS



**ORIGINAL**

HALL ZANZIG CLAFLIN MCEACHERN

1200 Fifth Ave., Suite 1414, Seattle, WA 98101 206.292.5900

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 Based on the Stipulation In Support of Agreed Judgment filed by  
8 plaintiff, James F. Rigby, Jr., solely in his capacity as Chapter 7 Trustee of the  
9 Bankruptcy Estate of Michael R. Mastro ("the Trustee"), and defendant John  
10 Mastandrea ("Mastandrea"), the Court orders that judgment is hereby entered against  
11 John Mastrandrea as follows:  
12

13 1. Pursuant to an agreement dated June 24, 2009, a copy of which is  
14 Exhibit 12 to the complaint in this proceeding, Michael R. Mastro ("Mastro") purported  
15 to transfer or assign certain promissory notes and accounts receivable to Mastandrea.  
16

17 2. Any transfer or assignment from Mastro to Mastandrea pursuant  
18 to the June 24, 2009 agreement is avoidable and hereby is avoided.  
19

20 3. All assets purported to be transferred or assigned from Mastro to  
21 Mastandrea pursuant to the June 24, 2009 agreement are hereby re-vested in the estate  
22 of Michael R. Mastro.  
23

24 4. Upon entry of this 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.

3  
4 5. Entry of this 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 this 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.

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

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25 6. This agreed judgment is entered without award of fees or costs to  
26 any party.

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7. Pursuant to Bankruptcy Rule 3002(c)(3), Mastandrea shall have thirty (30) days from entry of this agreed judgment to file any claim based on the avoidance of the purported transfer or assignment from Mastro to Mastandrea in the June 24, 2009 agreement.


8. Mastandrea is dismissed as a party to this adversary proceeding pursuant to the terms of the Stipulation In Support of Agreed Judgment and this agreed judgment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

  
**United States Bankruptcy Judge**  
(Dated as of Entered on Docket date above)

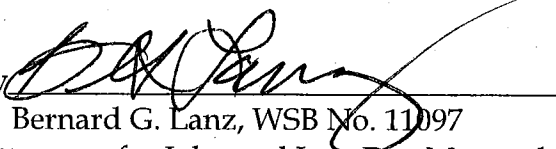
Presented by:

HALL ZANZIG CLAFLIN  
McEACHERN PLLC

By   
Spencer Hall, WSB No. 6162  
Janet D. McEachern, WSB No. 6162  
W. Scott Zanzig, WSB No. 17571  
Attorneys for Plaintiff

Agreed:

THE LANZ FIRM, P.S.

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