

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Debtor.

Case No. 7-01-10779-SA
Chapter 7

YVETTE J. GONZALES, TRUSTEE,

Plaintiff,

v.

Adversary No. 03-1067 S

STARLINE PRINTING, INC.,

Defendant.

STIPULATED JUDGMENT

THIS MATTER came before the Court upon the stipulation and agreement of the Plaintiff Yvette Gonzales, Chapter 7 Trustee ("Trustee"), by counsel of record, and Defendant Starline Printing, Inc. ("Defendant"), by counsel of record. Based upon the stipulation of the parties and being otherwise advised in the matter, the Court FINDS:

A. On February 8, 2001, Furr's Supermarkets, Inc. (the "Debtor") filed a voluntary petition in this Court under Chapter 11 of the Bankruptcy Code. On December 19, 2001, the Chapter 11 case was converted to a case under Chapter 7. On the same day Yvette Gonzales was appointed the Chapter 7 Trustee for the Debtor's bankruptcy estate, in which capacity she continues to serve.

B. The Court has jurisdiction of this Matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. On January 30, 2003 (the “Commencement Date”) Plaintiff filed a complaint against Defendant initiating this Adversary Proceeding in which the Trustee sought to avoid and collect preferential transfers to Defendant pursuant to 11 U.S.C. § 547. Plaintiff filed a First Amended Complaint on February 7, 2003 and Defendant filed its response on February 21, 2003. With permission of the Court, Plaintiff filed a Second Amended Complaint on April 28, 2004 to which no response was required.

D. Defendant and Trustee entered into a Settlement and Release Agreement (the “Settlement Agreement”) that was approved by the Court, after notice and opportunity to object. Pursuant to the Settlement Agreement, the Defendant agreed to pay to the \$76,581.62 plus interest at the rate of five percent (5%) per annum from August 1, 2004 (the “Settlement Amount”) by paying installments of at least \$3,359.74 per month (the “Monthly Payments”) beginning September 1, 2004 and continuing each month until the Settlement Amount is paid in full, as more particularly described in the Settlement Agreement.

E. The Settlement Agreement provided further that upon Default by Defendant under the terms of the Settlement Agreement, and after failure by the Defendant to cure such Default as and when permitted by the Settlement Agreement, that the Preference Judgment shall be entered in Trustee’s favor and against Defendant in the amount of \$76,581.62, plus interest at the rate of five percent (5%) per annum from the Commencement Date, less the principal amount of any payments received by the Trustee pursuant to this Agreement prior to submission of the

Preference Judgment to the Court, and that interest shall continue to accrue on the Preference Judgment amount at the rate of five percent (5%) per annum until paid in full.

F. The parties agreed that the Court will enter the Preference Judgment in the Adversary Proceeding upon it being submitted to the Court along with an affidavit setting forth the Default and the amount of the Preference Judgment calculated as described herein.

G. As shown by the Affidavit filed on _____, 200__, Trustee received a total of \$_____ in principal payments from Defendant pursuant to the Settlement Agreement, and interest accrued on \$76,581.62 from the Commencement Date through the date of the affidavit in the amount of \$_____.

Gross Judgment	\$76,581.62
Plus Interest accrued from 1/30/03	\$ _____
Less principal payments received	\$ _____
Preference Judgment Amount as of _____	\$ _____

Interest shall continue to accrue at the rate of 5% per annum on the Preference Judgment amount until paid in full.

H. As shown by the certificate of service on the supporting affidavit, a copy of the Preference Judgment as submitted to the Court and a copy of the supporting affidavit were served on Defendant's counsel as required by the Settlement Agreement.

I. Entry of this Judgment, without further notice or hearing, is appropriate.

THE COURT THEREFORE ORDERS, ADJUDGES AND DECREES that

Judgment is entered in Trustee's favor and against Defendant in the amount of \$_____, plus interest at the rate of 5% per annum from _____, 200__ until paid in full, plus costs and attorney fees incurred to enforce the Settlement Agreement and collect this Judgment.

UNITED STATES BANKRUPTCY JUDGE

APPROVED:

JACOBVITZ, THUMA & WALKER, P.C.

By: _____
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APPROVED AS TO FORM:

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