EXHIBIT 1

STIPULATION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HMP SERVICES HOLDING SUB III, LLC, *et al.*,[1]	)	Case No. 10-13618 (BLS)
	)	Jointly Administered
Debtors.	)	

STIPULATION BY AND AMONG THE
LITIGATION TRUSTEE AND STEPHEN RABOIN

This stipulation (the "Stipulation") is entered into this 6th day of August, 2012, by and between Ronald L. Glass, the Trustee (the "Trustee") of the HMP Litigation Trust (the "Trust") created pursuant to the Debtors' First Modified Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code ("Plan"), on the one hand, and Stephen Raboin (the "Claimant" or "Raboin", and together with the Trustee, the "Parties"), on the other hand.

WHEREAS, pursuant to Article 13.1 of the Plan, the Trustee was conferred with the exclusive authority to object to Claims on behalf of the Debtors, their estates, and the Trust;

WHEREAS, on or about December 30, 2010, Proof of Claim No. 14 was filed as a general unsecured claim on behalf of Raboin in the amount of $795,384.96 (the "Raboin" Claim");

WHEREAS, the Trustee has asserted objections to the Raboin Claim (the "Raboin Objections"); and

WHEREAS, the Trustee and the Claimant have agreed to a resolution of the Raboin Objections and the Raboin Claim as set forth herein.

[1] The Debtors and the last four digits of their respective tax identification number, are: (i) HMP Services Holding Sub III, LLC f/k/a Charrette LLC (3196) and (ii) HMP Services Holding, Inc. f/k/a Harold M. Pittman Company (0980). HMP Services Holding Sub III, LLC is a Delaware limited liability company.

NOW, THEREFORE, SUBJECT TO THE APPROVAL OF THE COURT, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, as follows:

1. Stephen Raboin shall have an allowed general unsecured claim in the amount of $469,884.43.

2. The Raboin Claim shall be treated in accordance with the Plan as a general unsecured claim.

3. The signatories to this Stipulation expressly represent and warrant that they have the requisite power, authority and legal capacity to enter into and execute this Stipulation.

4. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter of this Stipulation. All representations, warranties, inducements, and/or statements of intention made by the Parties are embodied herein, and neither Party relied upon, shall be bound by or shall be liable for any alleged representation, warranty, inducement or statement of intention that is not expressly set forth herein.

5. The execution of this Stipulation by any Party does not constitute, imply or evidence the truth of any claim, the admission of any liability, the validity of any defense or the existence of any circumstances or facts that could constitute a basis for any claim, liability or defense, other than for the purpose of enforcing the terms and provisions of this Stipulation.

6. Each of the Parties acknowledges that this Stipulation is the joint work product of all of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

7. This Stipulation may be executed in any number of counterparts, and all such counterparts, taken together, shall be deemed to constitute one and the same instrument.

Facsimile or electronic copies of signatures of this Stipulation are acceptable and shall be deemed as original signatures.

8. This Stipulation shall be binding on the Parties from the date of its execution, but is expressly subject to, and contingent upon, its approval by the Court. If the Court does not approve this Stipulation, it shall be null and void.

Dated: August 6, 2012

/s/ David M. Nickless

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Dated: August 6, 2012

/s/ Linda Richenderfer

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