

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF MONTANA**

**BUTTE DIVISION**

**FILED**

**FEB 15 2018**

Clerk, U.S. District Court  
District Of Montana  
Helena

In re:

YELLOWSTONE MOUNTAIN  
CLUB, LLC, *et al*,

Debtors.

CV 15-40-BU-SEH

Bankruptcy No. 08-61570-11

Adversary No. 10-00015

BRIAN A. GLASSER, AS TRUSTEE  
OF THE YELLOWSTONE CLUB  
LIQUIDATING TRUST,

Plaintiff,

**STIPULATED ORDER  
REGARDING INJUNCTION  
ORDER (BANKR. DOC. 216)**

vs.

DESERT RANCH LLLP, a Nevada  
limited liability limited partnership;  
DESERT RANCH MANAGEMENT  
LLC, a Nevada limited liability  
company; TIMOTHY BLIXSETH, an  
individual; BEAU BLIXSETH, an  
individual; THORNTON BYRON  
LLP, an Idaho limited liability  
partnership; GEORGE MACK, an  
individual; JOHN DOES 1-100; and  
XYZ CORPS. 1-100,

Defendants.

Pending before the Court is Plaintiff Brian A. Glasser, as Trustee of the Yellowstone Club Liquidating Trust's Amended Motion for Entry of a Stipulated Order Modifying Preliminary Injunction<sup>1</sup> and the parties' Stipulation regarding Injunction Order,<sup>2</sup>

ORDERED:

1. The Bankruptcy Court's order dated December 13, 2013 (Bankr. Doc. 216) (the "Restraining Order") enjoining Timothy L. Blixseth ("Blixseth") "from spending, transferring, concealing, dissipating, disposing, assigning, hypothecating and/or encumbering any of [his] assets in an amount or of a value that exceeds \$5,000.00 without prior Court approval"<sup>3</sup> is hereby modified solely for the purpose of allowing Blixseth to transfer, assign, or encumber the Litigation Rights (as defined in the Stipulation<sup>4</sup>) to the Third Party (as defined in the Stipulation<sup>5</sup>) in connection with the consummation of the transactions

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<sup>1</sup> Doc. 155.

<sup>2</sup> Doc. 156-2.

<sup>3</sup> Doc. 216 at 2, *In re Yellowstone Mountain Club, LLC*, Adv. No. 10-00015 (Bankr. D. Mont. Dec. 13, 2013).

<sup>4</sup> Doc. 156-2.

<sup>5</sup> Doc. 156-2.

contemplated by the Agreement (as defined in the Stipulation<sup>6</sup>).

2. Except as expressly modified herein, the Restraining Order shall remain in full force and effect.

3. The authority granted pursuant to this Stipulated Order and any transfer, assignment, or encumbrance pursuant hereto shall be null and void and of no force and effect if the Third Party fails to timely consummate the transactions contemplated by the Agreement.

DATED this 15<sup>th</sup> day of February, 2018.

  
SAM E. HADDON  
United States District Judge

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<sup>6</sup> Doc. 156-2.