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Robert H. Hamrick, Trustee and Molly
5 *Kay Hamrick, Trustee*

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

12 MILLENNIUM DRILLING CO., INC.,
13 a Delaware Corporation,

14 Plaintiffs,

15 vs.

16 BEVERLY HOUSE-MYERS, BEVERLY
HOUSE-MYERS REVOCABLE TRUST,
17 GRACE MAE PROPERTIES, LLC,
HAMRICK TRUST, ROBERT H.
18 HAMRICK, MOLLY KAY HAMRICK,
TRUSTEES,

19 Defendants

20 _____
21 MOLLY HAMRICK, BEVERLY HOUSE-
MYERS, R&M HAMRICK FAMILY
22 TRUST,

23 Third-Party Plaintiffs,

24 vs.

25 JONATHAN FELDMAN, MONTCALM,
26 LLC, PATRIOT EXPLORATION
COMPANY, LLC, CARTER HENSON, JR.,
27 MATTHEW BARNES, ROBERT HOLT,
ELIZABETH HOLT, and SCHAIN, LEIFER,
28 GURALNICK,

Third-Party Defendants.

Case No.: 2:12-cv-00462-MMD-CWH

Case No.: 2:13-cv-00078-MMD-CWH
(Consolidated Case)

STIPULATION AND [PROPOSED]
ORDER RE: PARTIAL SATISFACTION
OF JUDGMENT

1 COMES NOW Defendant R&M Hamrick Family Trust (“Trust”), by and through its
2 attorneys, Gerrard Cox Larsen and Plaintiff, Millennium Drilling Co., Inc. (“Millennium”), by and
3 through its attorneys, Fleischman Law Firm, PLLC and Howard & Howard Attorneys, PLLC and
4 hereby submit their Stipulation and Proposed Order Re: Partial Satisfaction of Judgment, as follows:

5 **RECITALS**

6 1. On or about November 22, 2016, a Judgment in a Civil Case was filed in favor of
7 Millennium and against the Trust, in the amount of \$1,411,300.00 (“Judgment”) [ECF 328];

8 2. On or about July 6, 2017, a Writ of Execution was issued out of the United States
9 District Court for the District of Nevada, as requested by Millennium, seeking to execute on real
10 property owned by the Trust;

11 3. On or about October 6, 2017, a Claim of Exemption from Execution and Request for
12 Hearing was filed by the Trust [ECF 405], wherein real property owned by the Trust was claimed as
13 exempt, to the extent authorized by law, from Millennium’s attempt to execute, identified as
14 follows:

15 10316 Summit Canyon Drive
Las Vegas, NV 89144

16 (APN: 137-36-615-016)¹

17 LOT 16 IN BLOCK 1 OF STAR CANYON AS SHOWN BY MAP
18 THEREOF ON FILE IN BOOK 81 OF PLATS, PAGE 29 IN THE
OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY,
NEVADA.

19 (hereinafter the “Summit Canyon Residence”).

20 4. Additionally, the Trust also owns that certain real property, identified as follows:

21 541 East Bear Flat Avenue
22 Brian Head, UT 84719

23 (APN: A-1217-000A-0018)

24 ALL OF LOT EIGHTEEN (18), BLOCK A, SUNSET MOUNTAIN
25 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT
THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF
IRON COUNTY, STATE OF UTAH.

26 (hereinafter the “Cabin Property”).

27
28 ¹ This property is subject to a Declaration of Homestead recorded on April 4, 2013, as Inst #
201304040001296, in the Official Records of Clark County, Nevada.

1 5. As partial satisfaction of the Judgment, Robert and Molly Hamrick will, within three
2 (3) calendar days following the Court’s entry of the Order accompanying this Stipulation, cause to
3 be paid to Millennium from non-Trust assets, the sum of Eight Hundred Eighty Three Thousand
4 Five Hundred Twelve Dollars (\$883,512.00) (“Partial Satisfaction Payment”), in exchange for
5 which the Summit Canyon Residence and the Cabin Property shall become permanently exempt
6 from any further execution arising out of (i) the Judgment, (ii) any amendments or modifications to
7 the Judgment, (iii) any further orders in this matter awarding attorneys’ fees or costs, or (iv) any
8 orders or judgments from any other court or from any other proceeding arising out of the matters
9 and obligations which were the subject of the above referenced Consolidated Case. This Stipulation
10 and Order shall act as a complete and permanent release by Millennium, including its assignees,
11 successors-in-interest, and any and all others (entity or individual) claiming through Millennium or
12 its assignees and successors, of any rights to seek recovery of any claims, liabilities, judgments or
13 orders arising out of any matters litigated in the above referenced Consolidated Case from the real
14 property identified in paragraphs 3 and 4 (jointly “Real Property”);

15 6. Upon payment of the Partial Satisfaction Payment to Millennium, any and all
16 processes initiated by Millennium to execute against the Real Property shall be withdrawn and
17 stricken, and any further collection efforts against the Real Property by reason of the (i) the
18 Judgment, (ii) any amendments or modifications to the Judgment, (iii) any further orders in this
19 matter awarding attorneys’ fees or costs, or (iv) any orders or judgments from any other court or
20 from any other proceeding arising out of the matters and obligations which were the subject of the
21 above referenced Consolidated Case, are precluded and barred.

22 7. The Partial Satisfaction Payment is subject to full or partial disgorgement in the event
23 that Millennium’s Judgment against the Trust is fully or partially reversed by the Ninth Circuit
24 Court of Appeals (Case No. 16-17332).

25 8. Except as set forth in this Stipulation, nothing shall otherwise affect, modify, alter,
26 eliminate or impact Millennium’s right to enforce the Judgment and execute against any other assets
27 of the Trust or Robert or Molly Hamrick, or the Trust’s or Robert or Molly Hamrick’s defenses to
28 any such actions. Furthermore, nothing in this Stipulation shall constitute any admission or
concession by Robert or Molly Hamrick that assets not held by the Trust are available for execution

1 and satisfaction of the Judgment, or any admission or concession by Millennium that such assets
2 may not be properly executed upon in satisfaction of the Judgment.

3 **9. It is so stipulated.**

4 Dated this 12th day of January, 2018.

5 **Gerrard Cox Larsen**

6 /s/ Douglas D. Gerrard, Esq.
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14 *Robert H. Hamrick, Trustee and Molly*
15 *Kay Hamrick, Trustee*

Dated this 12th day of January, 2018.

Howard & Howard Attorneys PLLC

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Company, LLC

Dated this 12th day of January, 2018.

Fleischman Law Firm PLLC

/s/ Keith Fleischman, Esq.
Keith Fleischman, Esq.
565 Fifth Avenue, 7th Floor
New York, NY 10017
Attorneys for Millennium Drilling Co., Inc.,
Jonathan Feldman and Patriot Exploration
Company, LLC

ORDER

Upon consideration of the parties' Stipulation and the entire record of this case:

IT IS HEREBY ORDERED, as partial satisfaction of the November 22, 2016 judgment ("Judgment") filed in favor of Millennium Drilling Co., Inc. ("Millennium") and against the R&M Hamrick Family Trust ("Trust"), in the amount of \$1,411,300.00 Judgment, that Robert and Molly Hamrick will, no later than three (3) calendar days from the entry of this Order, cause to be paid to Millennium from non-Trust assets, the sum of Eight Hundred Eighty Three Thousand Five Hundred Twelve Dollars (\$883,512.00) (the "Partial Satisfaction Payment"), in exchange for which the Summit Canyon Residence and the Cabin Property, as those terms are defined in the Stipulation and referred to herein collectively as the "Real Property", shall become permanently exempt from any further execution arising out of (i) the Judgment, (ii) any amendments or modifications to the Judgment, (iii) any further orders in this matter awarding attorneys' fees or costs, or (iv) any orders or judgments from any other court or from any other proceeding arising out of the matters and obligations which were the subject of the above referenced Consolidated Case. This Stipulation and Order shall act as a complete and permanent release by Millennium, including its assignees, successors-in-interest, and any and all others (entity or individual) claiming through Millennium or its assignees and successors, of any rights to seek recovery of any claims, liabilities, judgments or orders arising out of any matters litigated in the above referenced Consolidated Case from the Real Property identified in paragraphs 3 and 4 of the Stipulation.


IT IS FURTHER ORDERED that upon payment of the Partial Satisfaction Payment to Millennium, any and all processes initiated by Millennium to execute against the Real Property shall be withdrawn and stricken, and any further collection efforts against the Real Property by reason of the (i) the Judgment, (ii) any amendments or modifications to the Judgment, (iii) any further orders in this matter awarding attorneys' fees or costs, or (iv) any orders or judgments from any other court or from any other proceeding arising out of the matters and obligations which were the subject of the above referenced Consolidated Case, are precluded and barred. Except as set forth in this Stipulation and Order, nothing shall otherwise affect, modify, alter, eliminate or impact Millennium's rights to enforce the Judgment and execute against any other assets of the Trust or Robert or Molly Hamrick, or the Trust's or Robert or Molly Hamrick's defenses to any such actions.

1 Furthermore, nothing in this Stipulation and Order shall constitute any admission or concession by
2 Robert or Molly Hamrick that assets not held by the Trust are available for execution and
3 satisfaction of the Judgment, or any admission or concession by Millennium that such assets may
4 not be properly executed upon in satisfaction of the Judgment.

5 IT IS FURTHER ORDERED, in the event that Millennium’s Judgment against the Trust is
6 fully or partially reversed by the Ninth Circuit Court of Appeals (Case No. 16-17332), the Partial
7 Satisfaction Payment shall be subject to full or partial disgorgement.

8 **IT IS SO ORDERED.**

9 Dated: January 16, 2018


United States District Judge

13 Respectfully submitted by:

14 **Gerrard Cox Larsen**

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