

1 RANDOLPH L. HOWARD (Nev. SBN 006688)
 rhoward@knevada.com
 2 KOLESAR & LEATHAM, CHTD.
 400 South Rampart Boulevard, Suite 400
 3 Las Vegas, NV 89145
 Telephone: (702) 362-7800
 4 Direct: (702) 889-7752
 Facsimile: (702) 362-9472

5 GARY OWEN CARIS (Cal. SBN 088918)
 gcaris@mckennalong.com
 6 LESLEY ANNE HAWES (Cal. SBN 117101)
 lhawes@mckennalong.com
 7 ANGELA E. FONES (Cal. SBN 245204)
 afones@mckennalong.com
 8 MCKENNA LONG & ALDRIDGE LLP
 300 South Grand Avenue, 14th Floor
 Los Angeles, CA 90071-3124
 10 Telephone: (213) 688-1000
 Facsimile: (213) 243-6330

11 Attorneys for Plaintiff
 12 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**
 13 **LLC AS RECEIVER**

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

17 ROBB EVANS OF ROBB EVANS &
 18 ASSOCIATES LLC as Receiver for I Works,
 Inc. and other entities as defined in the
 19 Preliminary Injunction Order entered February
 10, 2011, and over the assets of Jeremy
 20 Johnson,

21 Plaintiff,

22 v.

23 ARVIN LEE BLACK, II, et al.,

24 Defendants.
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Case No. 2:12-CV-01860- MMD-GWF

**ORDER DISMISSING 40
 SETTLING DEFENDANTS AND FOR
 RETENTION OF COURT'S
 JURISDICTION PURSUANT TO
 STIPULATION FOR SETTLEMENT
 WITH CERTAIN DEFENDANTS;
 ORDER THEREON**

1 By submission of the attorneys of record for Robb Evans of Robb Evans & Associates
2 LLC as Receiver ("Plaintiff"), Plaintiff's Response to Court's Minute Order of June 23, 2015
3 ("Response") came before the above-referenced Court. The Court having reviewed and
4 considered the Response and the Stipulation for Settlement with Certain Defendants; Order
5 Thereon (Doc. No. 202) ("Settlement Stipulation"), and good cause appearing for dismissal of the
6 action against all defendants who are parties to the Settlement Stipulation subject to the Court's
7 retention of jurisdiction to construe and enforce the Settlement Stipulation pursuant to the Court's
8 Order approving the Settlement Stipulation (Doc. No. 203) and paragraph 18 of the Settlement
9 Stipulation and as set forth herein,

10 IT IS ORDERED that:


11 1. Plaintiff and defendants Brennan Swain, Joseph Kuebler, Tony Zockoll, Bradley
12 Baker, Kim C. Ence, Kade K. Ence, KCE Family Trust, Financial Consulting, LLC, Richard
13 Kimball, Jesse Kimball, Randall Aaron Mayer, John D. Alevras, Rusty Lee, Peggy Horrocks, The
14 Law office of Travis R. Marker, P.C., as Trustee, Mulligan Price, Inc., Stephen K. Murdock,
15 Maple Mountain Construction, Inc., Pineside Investments, LLC, Casey T. Anderson, Cedar City
16 Investments, LLC, Dale F. Dellamas, Dale Dellamas Construction, Inc., J.W. Ranch, Inc., Arvin
17 Lee Black, Sr., William Scott Mitchell, Wendy J. Mitchell, R. Lane Jacobsen, Richard S. Rubin,
18 The Ginsburg Trust, Michael Smith, Sandra S. Smith, J&P Wallace Family Limited Partnership,
19 LLP, Christopher Martin, John Gee, Debra Gee, Robert Klosek, Wayne Cornick, D. Miller
20 Electric, Inc. and D & S Investments, LLC ("Stipulating Defendants") who are collectively the
21 parties to the Settlement Stipulation (Doc. No. 202) shall comply with the terms of the Settlement
22 Stipulation, a copy of which is attached and hereby made the Order of this Court;

23 2. By consent of Plaintiff and the Stipulating Defendants reflected in paragraph 18 of
24 the Settlement Stipulation, the Court shall retain jurisdiction for the purpose of interpreting and
25 enforcing the provisions of the Settlement Stipulation, granting relief in the event of any violation
26 of the Settlement Stipulation and interpreting and enforcing the Court's order entered approving
27 the Settlement Stipulation (Doc. No. 203); and
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3. Except as provided in paragraphs 1 and 2 of this Order, the action shall be dismissed with prejudice as to the Stipulating Defendants.

Dated: June 29, 2015



MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

1 RANDOLPH L. HOWARD (Nev. SBN 006688)
rhoward@klnevada.com
2 KOLESAR & LEATHAM, CHTD.
400 South Rampart Boulevard, Suite 400
3 Las Vegas, NV 89145
Telephone: (702) 362-7800
4 Direct: (702) 889-7752
Facsimile: (702) 362-9472

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gcaris@mckennalong.com
6 LESLEY ANNE HAWES (Cal. SBN 117101)
lhawes@mckennalong.com
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afones@mckennalong.com
8 MCKENNA LONG & ALDRIDGE LLP
300 South Grand Avenue, 14th Floor
9 Los Angeles, CA 90071-3124
Telephone: (213) 688-1000
10 Facsimile: (213) 243-6330

11 Attorneys for Plaintiff
12 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**
13 **LLC AS RECEIVER**

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

17 ROBB EVANS OF ROBB EVANS &
18 ASSOCIATES LLC as Receiver for I Works,
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20 Johnson,

21 Plaintiff,

22 v.

23 ARVIN LEE BLACK, II, et al.,

24 Defendants.
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Case No. 2:12-CV-01860-MMD-GWF

**STIPULATION FOR SETTLEMENT
WITH CERTAIN DEFENDANTS;
ORDER THEREON**

1 This Stipulation for Settlement with Certain Defendants; Order Thereon (“Stipulation”) is
2 entered into by and among Robb Evans of Robb Evans & Associates LLC (“Plaintiff”), in his
3 capacity as receiver appointed in the case pending in the United States District Court, District of
4 Nevada, entitled Federal Trade Commission v. Jeremy Johnson et al, Case No. 2:10-cv-02203-
5 MMD-GWF, and *in pro per* defendants Brennan Swain, Joseph Kuebler, Tony Zockoll, and
6 Bradley Baker and defendants Kim C. Ence, Kade K. Ence, KCE Family Trust Dated September
7 30, 2010, Financial Consulting, LLC, Richard Kimball, Jesse Kimball, Randall Aaron Mayer,
8 John D. Alevras, Rusty Lee, Peggy Horrocks, The Law office of Travis R. Marker, P.C., as
9 Trustee, Mulligan Price, Inc., Stephen K. Murdock, Maple Mountain Construction, Inc., Pineside
10 Investments, LLC, Casey T. Anderson, Cedar City Investments, LLC, Dale F. Dellamas, Dale
11 Dellamas Construction, Inc., J.W. Ranch, Inc., Arvin Lee Black, Sr., William Scott Mitchell,
12 Wendy J. Mitchell, R. Lane Jacobsen, Richard S. Rubin, The Ginsburg Trust, Michael Smith,
13 Sandra S. Smith, J&P Wallace Family Limited Partnership, LLP, Christopher Martin, John Gee,
14 Debra Gee, Robert Klosek, Wayne Cornick, D. Miller Electric, Inc. and D & S Investments, LLC
15 (individually referred as “Stipulating Defendant” and collectively, the “Stipulating Defendants”),
16 by and through their counsel, and with reference to the following:

17 **RECITALS**

18 A. The Plaintiff was appointed Temporary Receiver pursuant to a Temporary
19 Restraining Order issued on January 13, 2011 in the civil enforcement action entitled Federal
20 Trade Commission v. Jeremy Johnson, etc., et al., Case No. 2:10-cv-02203-MMD-GWF
21 (“Receivership Action”) pending in the United States District Court for the District of Nevada.
22 Plaintiff became Permanent Receiver pursuant to a Preliminary Injunction Order issued on
23 February 10, 2011. On March 25, 2013, the Court in the Receivership Action entered its Order
24 granting the Receiver’s Motion for Order Clarifying Preliminary Injunction Order and for Further
25 Instructions Regarding Scope of Receivership Defendants under Preliminary Injunction Order
26 and Report of Receiver’s Financial Reconstruction and Granting Relief from Local Rule 66-5
27 Pertaining to Notice to Creditors pursuant to which the Court confirmed the status of numerous
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1 entities and properties as assets of the receivership estate and confirmed the status of various
2 entities as Receivership Defendants.

3 B. On October 30, 2012, Plaintiff filed the Complaint in the above-captioned action.

4 C. Defendants Arvin Lee Black, II, ("Black") Atia Black, Sole Group, LLC ("Sole
5 Group") and Jason Vowell have failed to respond to Plaintiff's Complaint. Plaintiff filed requests
6 for the Clerk's entry of defaults as to Black, Atia Black, Sole Group and Jason Vowell. On
7 August 1, 2013, the Clerk entered the defaults of Black, Atia Black and Sole Group. On October
8 31, 2013, the Clerk entered the default of Jason Vowell.

9 D. On February 7, 2013, defendants Todd Vowell, Kombi Capital, LP, Paydirt
10 Capital, Inc., Fishhook Partners, LLC, and REO Recovery, LLC (collectively, the "Todd Vowell
11 Parties") filed a motion to dismiss, and on February 25, 2013, Plaintiff filed his Opposition to the
12 motion to dismiss. On September 23, 2013, the Court denied the motion to dismiss as moot.

13 E. On October 11, 2013, Plaintiff requested entry of defaults against the Todd Vowell
14 Parties for failure to respond to the Complaint. On October 15, 2013, defaults were entered
15 against the Todd Vowell Parties.

16 F. On February 12, 2014, defendants Todd Vowell, Kombi Capital, LP, Paydirt
17 Capital, Inc., Fishhook Partners, LLC were dismissed from this action.

18 G. Plaintiff and the Stipulating Defendants wish to resolve the action consensually
19 without the expense and uncertainty of litigation.

20 NOW, THEREFORE, in consideration of the foregoing, the parties hereto do stipulate and
21 agree as follows:

22 1. Default Judgment Against Black, Atia Black and/or Sole Group. Plaintiff shall
23 move for entry of a default judgment against Black, Atia Black and/or Sole Group seeking
24 monetary relief in the aggregate amount of not less than \$2.6 million. This agreement shall only
25 be effective upon Plaintiff's obtaining monetary judgments against Black, Atia Black and/or Sole
26 Group in the aggregate amount of at least \$1.8 million.

27 2. Defendants' Allowed Claims. Plaintiff has reviewed and approved the Stipulating
28 Defendants' claims against Black, Atia Black and/or Sole Group arising from the loans made

1 and/or payments to Black, Atia Black and/or Sole Group. Upon Plaintiff's request, each of the
2 Stipulating Defendants agreed to provide to Plaintiff any documentation necessary to support his,
3 her or its claim amount against Black, Atia Black and/or Sole Group. Plaintiff's determination of
4 each Stipulating Defendant's claim amount shall be the "Defendant's Allowed Claim" for each
5 Stipulating Defendant, or group of Stipulating Defendants, if a claim is held jointly by more than
6 one Stipulating Defendant ("Stipulating Defendant Group"). Each Stipulating Defendant
7 represents and warrants that his/her/its Allowed Claim is an accurate representation of the
8 difference between the amounts the Stipulating Defendant or Stipulating Defendant Group paid to
9 Black and/or Sole Group and the amounts the Stipulating Defendant or Stipulating Defendant
10 Group received from Black and/or Sole Group. For purposes of the calculation of a Judgment
11 Percentage defined below in paragraph 5, any Defendant's Allowed Claim held by a Stipulating
12 Defendant Group constitutes only one claim, such that each Stipulating Defendant within the
13 Stipulating Defendant Group shares jointly in the Defendant's Allowed Claim for the Stipulating
14 Defendant Group. Attached hereto as Exhibit "A" is a chart setting forth each Defendant's
15 Allowed Claims and the total amount of the Defendants' Allowed Claims. For any Stipulating
16 Defendant whose Allowed Claim is listed as "\$0.00" on Exhibit A attached hereto, that
17 Stipulating Defendant has no Allowed Claim and will not share in the Collections or State Court
18 Collections.

19 3. Plaintiff's Allowed Claim. "Plaintiff's Allowed Claim" shall equal the aggregate
20 amount of the separate default judgments entered against Black, Atia Black, and/or Sole Group
21 ("Black Judgment") in favor of Plaintiff. To the extent any liability is deemed to be joint and
22 several, and not separate, the amount of such joint and several liability shall not be added together
23 in calculating Plaintiff's Allowed Claim. Defendants' Allowed Claims and Plaintiff's Allowed
24 Claim are collectively referred to as "Allowed Claims."

25 4. Assignment of Black Judgment. After entry of the Black Judgment, Plaintiff shall
26 assign and transfer the Black Judgment to each of the Stipulating Defendants, so that the
27 Stipulating Defendants and Plaintiff share an undivided, one hundred percent (100%) interest in
28 the Black Judgment. Plaintiff and the Stipulating Defendants agree that once Plaintiff assigns the

1 Black Judgment, all parties to this Stipulation shall have an equal right to enforce and collect the
2 Black Judgment subject to the allocation provided at paragraph 7.

3 5. Judgment Percentage. The Balance Collected, as defined in paragraph 7b, shall be
4 shared among the holders of Allowed Claims on a pro rata basis. As used herein, “pro rata”
5 means the ratio of the amount that each party’s Allowed Claim bears to the aggregate amount of
6 all Allowed Claims. The “Judgment Percentage” for the holder of each Allowed Claim shall be
7 calculated by using the Allowed Claim as the numerator and the aggregate of all Allowed Claims
8 as the denominator. For example and by way of illustration only, an Allowed Claim of \$100 with
9 the aggregate of all Allowed Claims totaling \$1,000 would have a Judgment Percentage of 10%
10 (or .10). After determination of Plaintiff’s Allowed Claim (i.e., entry of the Black Judgment),
11 Plaintiff shall file with the Court in this case a schedule setting forth each Allowed Claim, the
12 total amount of Allowed Claims and the Judgment Percentage for each Allowed Claim.

13 6. Creation of Judgment Liens. After entry of the Black Judgment, Plaintiff shall
14 take steps to create judgment liens on real and personal property in Utah and Nevada, as may be
15 appropriate in his sole and absolute opinion and judgment. After assignment of the Black
16 Judgment, Stipulating Defendants may take steps to create judgment liens in other jurisdictions.

17 7. Allocation of Collections. Any monies recovered from Black, Atia Black and/or
18 Sole Group by the Stipulating Defendants or Plaintiff through enforcement of the Black
19 Judgment, whether through legal enforcement procedures, non-legal procedures, voluntary
20 payment or otherwise (“Collections”), shall be disbursed pursuant to the disbursement procedures
21 set forth in paragraph 12 below and paid to the holders of Allowed Claims as follows:

- 22 a. The party who successfully recovers Collections on the Black Judgment
23 (“Collecting Party”) shall retain twenty-five percent (25%) of the Gross
24 Collection Amount (“Gross Collection Amount” shall mean the amount of
25 money actually recovered undiminished by attorneys’ fees and other costs
26 of collection, such as costs of asset investigation, service or levy, but
27 excluding money actually taken out by a levying officer prior to turning
28 Collections over to the Collecting Party); and

1 b. The remaining seventy-five percent (75%) of the Gross Collection Amount
2 ("Balance Collected") shall be disbursed to the holders of Allowed Claims
3 by multiplying the Balance Collected by the Judgment Percentage for each
4 holder of Allowed Claims ("Collection Share"). The Collecting Party shall
5 be entitled to his Collection Share of the Balance Collected.

6 8. State Court Collections. Certain of the Stipulating Defendants have state court
7 judgments against Black, Atia Black and/or Sole Group ("State Court Judgments"). The
8 Stipulating Defendants and Plaintiff agree that any monies recovered against Black, Atia Black
9 and/or Sole Group on account of the State Court Judgments, whether through legal enforcement
10 procedures, non-legal procedures, voluntary payment or otherwise ("State Court Collections"),
11 shall be disbursed to the Stipulating Defendants and Plaintiff in the same manner as the
12 Collections as set forth in paragraph 7.

13 9. Criminal Proceedings Against Black. On December 20, 2013, criminal
14 proceedings were brought against Black in the U.S. District Court, District of Utah, Case No.
15 2:13-CR-836-001-RJS, in connection with his operation a Ponzi scheme. Black was charged with
16 wire fraud and money laundering. On January 10, 2014, Black pled guilty to the charges and
17 admitted that through his business, Sole Group, he operated a Ponzi scheme from about 2007
18 through 2012. In addition, Black agreed to a criminal monetary judgment against him in the
19 amount of \$13,793,626.55. As a result of Black's guilty plea, the United States government may
20 implement asset forfeiture proceedings against him. In the event that any party to this Stipulation
21 recovers monies on account of civil or criminal forfeiture proceedings in connection with Black's
22 criminal case, Plaintiff and Stipulating Defendants agree that those monies shall be disbursed to
23 the Stipulating Defendants and Plaintiff in the same manner as the Collections as set forth in
24 paragraph 7.

25 10. Non-Stipulating Defendants. Any person or entity not a party to this Stipulation
26 ("Non-Stipulating Defendants"), shall not share in any disbursement of Collections and/or State
27 Court Collections. The rights of the Non-Stipulating Defendants remain unaffected by this
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1 Stipulation. Plaintiff's rights against the Non-Stipulating Defendants remain unaffected by this
2 Stipulation.

3 11. Assets Available for Collection. Under this Stipulation, the parties hereto agree
4 that only the assets of Black, Atia Black and/or Sole Group are assets available for Collections
5 and State Court Collections.

6 12. Disbursement Procedures for Stipulating Defendants. Within ten (10) days of any
7 Collecting Party recovering Collections and/or State Court Collections, such Collecting Party
8 shall notify Plaintiff of the Collections and/or State Court Collections and provide the details of
9 such Collections and/or State Court Collections, including but not limited to: (a) the date the
10 Collections and/or State Court Collections were received; (b) the total Collections and/or State
11 Court Collections amount; (c) the Gross Collection Amounts; and (d) details concerning the
12 Collections and/or State Court Collections, such as the financial institution and account details for
13 an account levied upon. Plaintiff shall have ten (10) days from the date of such notification to
14 determine whether the Collections and/or State Court Collections consist of assets belonging to
15 the receivership estate and shall advise the Collecting Party or his counsel in writing of such
16 determination ("Collections Determination"). Within ten (10) days of Plaintiff's Collections
17 Determination, the Collecting Party shall either (a) disburse the Balance Collected, by check, wire
18 transfer, cashier's check or other cash equivalent to the holders of Allowed Claims, according to
19 each of their Collection Shares, if the Collections and/or State Court Collections are determined
20 by Plaintiff not to constitute receivership assets; or (b) turn over the Collections and/or State
21 Court Collections to Plaintiff, if they are determined by Plaintiff to constitute receivership estate
22 assets. If the Collecting Party disputes the Plaintiff's Collections Determination, that Collecting
23 Party may bring a noticed motion to the Court in this case to resolve the dispute within such ten
24 (10) day period and may maintain custody of the Collections and/or State Court Collections
25 pending resolution of the motion.

26 13. Plaintiff's Disbursement Procedures. Within ten (10) days of Plaintiff recovering
27 Collections, Plaintiff shall disburse the Balance Collected by wire transfer, cashier's check or
28 other cash equivalent to holders of Allowed Claims according to each of their Collection Shares.

1 14. Effect of Full Satisfaction of Black Judgment. In the event that the Black
 2 Judgment is satisfied in full, nothing in this Stipulation shall waive or prohibit the enforcement or
 3 collection of any additional claims the parties may have against Black and/or Sole Group.

4 15. Resolution of Case as to Stipulating Defendants. This Stipulation is intended to
 5 resolve this action in its entirety as it relates to the Stipulating Defendants. The parties to this
 6 Stipulation are not entitled to any other relief, including but not limited to any monetary relief, or
 7 judgment of any kind, or attorneys’ fees and costs, except as expressly provided for herein.

8 16. Notices and Payments. Stipulating Defendants and Plaintiff shall advise one
 9 another in writing of any change of address or change of attorney information. For purposes of
 10 any notice required to be made pursuant to this Stipulation and any payment to be made on
 11 account of Collections and/or State Court Collections under this Stipulation, such notice or
 12 payment shall be made to the attorney of record for the Stipulating Defendant and Plaintiff, or
 13 directly to any *pro per* Stipulating Defendant. All payments and notices shall be made as follows:

| ATTORNEY TO NOTICE OR DIRECT PAYMENT: | PARTIES REPRESENTED: |
|---|---|
| McKenna Long & Aldridge LLP c/o Gary Owen Caris, Esq. 300 South Grand Avenue 14 th Floor Los Angeles, CA 90071 (213) 688-1000 | Robb Evans of Robb Evans & Associates LLC as Receiver |
| Barney McKenna & Olmstead c/o Eric Olmstead, Esq. 43 South 100 East St. George, UT 84770 (435) 628-1711 | Kim C. Ence, Kade K. Ence, KCE Family Trust Dated September 30, 2010, Financial Consulting, LLC, Richard Kimball, Jesse Kimball, Randall Aaron Mayer, John D. Alevras |

| ATTORNEY TO NOTICE OR DIRECT PAYMENT: | PARTIES REPRESENTED: |
|---|---|
| Williamson Law Office, PLLC c/o Airene Williamson 1645 Village Center Circle Ste. 200 Las Vegas, NV 89134 (702) 851-1191 Seegmiller Law PLLC Trent T. Seegmiller, Esq. 107 S. 1470 E. Ste. 303A St. George, UT 84790 | Rusty Lee, Peggy Horrocks |
| Brannelly Law, PLLC c/o John Brannelly, Esq. PO Box 1832 Draper, UT 84020 (801) 953-9070 | The Law office of Travis R. Marker, P.C., as Trustee, Mulligan Price, Inc. |
| Fillmore Spencer, LLC c/o Kara H. North, Esq. 3301 North University Avenue Provo, UT 84604 (801) 426-8200 | Stephen K. Murdock, Maple Mountain Construction, Inc., Pineside Investments, LLC, Casey T. Anderson, Cedar City Investments, LLC, Dale F. Dellamas, Dale Dellamas Construction, Inc., J.W. Ranch, Inc., Arvin Lee Black, Sr., William Scott Mitchell, Wendy J. Mitchell |
| Coogan & Martin, P.C. c/o Daniel J. Coogan, Esq. 825 North Grand Avenue, Suite 200 Nogales, AZ 85621 (520) 287-2110 | R. Lane Jacobsen, Richard S. Rubin, The Ginsburg Trust, Michael Smith, Sandra S. Smith, J&P Wallace Family Limited Partnership, LLP, Christopher Martin, John Gee, Debra Gee, Robert Klosek |
| Gunderson Law Firm c/o Courtney Forster, Esq. 3895 Warren Way Reno, NV 89509 (775) 829-1222 | Wayne Cornick |

| ATTORNEY TO NOTICE OR DIRECT PAYMENT: | PARTIES REPRESENTED: |
|---|---|
| Heideman, McKay & Heugly, P.L.L.C. c/o Justin Heideman, Esq. 2696 N. University Avenue, Ste. 180 Provo, UT 84604 (801) 812-1000 | D. Miller Electric, Inc. and D & S Investments, LLC |
| <i>PRO PER</i> STIPULATING DEFENDANTS: | |
| Brennan Swain 1417 26th Street, Unit D Santa Monica, CA 90404 | Tony Zockoll 2920 Ebony Circle St. George, UT 84790 |
| Joseph Kuebler 29301 Via Norte Temecula, CA 92591 | Bradley Baker 465 North 2300 West Circle St. George, UT 84770 |

17. Failure to Comply with Stipulation. The parties to this Stipulation may enforce compliance with, and seek relief from any violation of, this Stipulation by motion made to the Court in this Action, including without limitation an application for issuance of an order to show cause re: contempt for any willful violation of the order approving this Stipulation.

18. Retention of Jurisdiction. This Court shall retain jurisdiction over this Action to interpret and enforce the provisions of this Stipulation, to grant relief in the event of any violation of the Stipulation and to interpret and enforce any order entered approving this Stipulation.

19. Headings. The headings of paragraphs of this Stipulation are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

20. Pronouns. Any pronoun herein shall be construed to refer to the masculine, feminine or neutral gender, in singular or plural, as each case is most appropriate.

21. Use of Singular and Plural. The singular form of a word herein shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, as appropriate.

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WHEREFORE, the parties pray this Honorable Court endorse this Stipulation as outlined herein and set forth below.

Dated: May 27, 2014

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES
ANGELA E. FONES

By: /s/ Gary Owen Caris
Gary Owen Caris

Attorneys for Plaintiff
**ROBB EVANS OF ROBB EVANS &
ASSOCIATES LLC**

Dated: March ____, 2014

COOGAN & MARTIN, P.C.
DANIEL J. COOGAN

By: _____
Daniel J. Coogan

Attorneys for **R. LANE JACOBSEN,
RICHARD S. RUBIN, THE GINSBURG
TRUST, P. MICHAEL SMITH, SANDRA S.
SMITH, J&P WALLACE FAMILY
LIMITED PARTNERSHIP, L.L.P.,
CHRISTOPHER MARTIN, JOHN GEE,
DEBRA GEE, and ROBERT KLOSEK**

[SIGNATURES CONTINUED NEXT PAGE]

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WHEREFORE, the parties pray this Honorable Court endorse this Stipulation as outlined herein and set forth below.

Dated: March ____, 2014

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES
ANGELA E. FONES

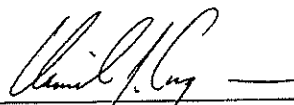
By: _____
Gary Owen Caris

Attorneys for Plaintiff
ROBB EVANS OF ROBB EVANS &
ASSOCIATES LLC

Dated: ~~March~~ 22, 2014

APRIL

COOGAN & MARTIN, P.C.
DANIEL J. COOGAN

By:  _____
Daniel J. Coogan

Attorneys for R. LANE JACOBSEN,
RICHARD S. RUBIN, THE GINSBURG
TRUST, P. MICHAEL SMITH, SANDRA S.
SMITH, J&P WALLACE FAMILY
LIMITED PARTNERSHIP, L.L.P.,
CHRISTOPHER MARTIN, JOHN GEE,
DEBRA GEE, and ROBERT KLOSEK

[SIGNATURES CONTINUED NEXT PAGE]

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Dated: ^{April} ~~March~~ 23, 2014

FILLMORE SPENCER, LLC
KARA NORTH

By: 
Kara North

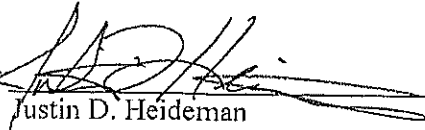
Attorneys for SCOTT MITCHELL, WENDY J. MITCHELL, STEPHEN K. MURDOCK, MAPLE MOUNTAIN CONSTRUCTION, INC., PINESIDE INVESTMENTS, LLC, CASEY T. ANDERSON, CEDAR CITY INVESTMENTS, LLC, DALE F. DELLAMAS, DALE DELLAMAS CONSTRUCTION, INC., ARVIN L. BLACK SR., and J.W. RANCH, INC.

[SIGNATURES CONTINUED NEXT PAGE]

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Dated: ~~March~~ ^{MAY} 14, 2014

HEIDEMAN, MCKAY & HEUGHLY, PLLC
JUSTIN D. HEIDEMAN

By: 
Justin D. Heideman

Attorneys for D MILLER ELECTRIC, INC.,
and D&S INVESTMENTS, LLC

Dated: March _____, 2014

BARNEY MCKENNA & OLMSTEAD, P.C.
M. ERIC OLMSTEAD
SCOTT L. HALVORSEN

By: _____
M. Eric Olmstead

Attorneys for KIM C. ENCE, KCE FAMILY
TRUST DATED SEPTEMBER 30, 2010,
KADE K. ENCE, FINANCIAL
CONSULTING LLC, RICHARD
KIMBALL, JESSE KIMBALL, RANDALL
AARON MAYER, AND JOHN ALEVRAS

[SIGNATURES CONTINUED NEXT PAGE]

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Dated: March ____, 2014


HEIDEMAN, MCKAY & HEUGHLY, PLLC
JUSTIN D. HEIDEMAN

By: _____
Justin D. Heideman

Attorneys for **D MILLER ELECTRIC, INC.,**
and D&S INVESTMENTS, LLC

Dated: ^{April} ~~March~~ 29, 2014

BARNEY MCKENNA & OLMSTEAD, P.C.
M. ERIC OLMSTEAD
SCOTT L. HALVORSEN

By: 
M. Eric Olmstead


Attorneys for **KIM C. ENCE, KCE FAMILY TRUST DATED SEPTEMBER 30, 2010, KADE K. ENCE, FINANCIAL CONSULTING LLC, RICHARD KIMBALL, JESSE KIMBALL, RANDALL AARON MAYER, AND JOHN ALEVRAS**

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May 19, 2014
Dated: March ____, 2014

BRANNELLY LAW, PLLC
JOHN BRANNELLY, JR.

By: 
John Brannelly, Jr.

Attorneys for **THE LAW OFFICE OF
TRAVIS R. MARKER P.C., TRUSTEE and
MULLIGAN PRICE, INC.**

Dated: March ____, 2014

GUNDERSON LAW FIRM
COURTNEY FORSTER

By: _____
Courtney Forster

Attorneys for **WAYNE CORNICK**

Dated: March ____, 2014

WILLIAMSON LAW OFFICE, PLLC
AIRENE WILLIAMSON

By: _____
Airene Williamson

Attorneys for **RUSTY LEE and PEGGY
HORROCKS**

Dated: March ____, 2014

Joseph Kuebler, in *pro per*

[SIGNATURES CONTINUED NEXT PAGE]

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Dated: March ____, 2014

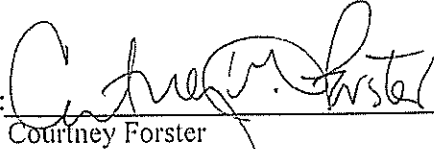
BRANNELLY LAW, PLLC
JOHN BRANNELLY, JR.

By: _____
John Brannelly, Jr.

Attorneys for THE LAW OFFICE OF
TRAVIS R. MARKER P.C., TRUSTEE and
MULLIGAN PRICE, INC.

Dated: ~~March~~ 26, 2014
April

GUNDERSON LAW FIRM
COURTNEY FORSTER

By:  _____
Courtney Forster

Attorneys for WAYNE CORNICK

Dated: March ____, 2014

WILLIAMSON LAW OFFICE, PLLC
AIRENE WILLIAMSON

By: _____
Airene Williamson

Attorneys for RUSTY LEE and PEGGY
HORROCKS

Dated: March ____, 2014

Joseph Kuebler, in *pro per*

[SIGNATURES CONTINUED NEXT PAGE]

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Dated: March ____, 2014

BRANNELLY LAW, PLLC
JOHN BRANNELLY, JR.

By: _____
John Brannelly, Jr.

Attorneys for **THE LAW OFFICE OF
TRAVIS R. MARKER P.C., TRUSTEE and
MULLIGAN PRICE, INC.**

Dated: March ____, 2014

GUNDERSON LAW FIRM
COURTNEY FORSTER

By: _____
Courtney Forster

Attorneys for **WAYNE CORNICK**

Dated: May 27, 2014

WILLIAMSON LAW OFFICE, PLLC
AIRENE WILLIAMSON

By: /s/ Airene Williamson
Airene Williamson

Attorneys for **RUSTY LEE and PEGGY
HORROCKS**

Dated: March ____, 2014

Joseph Kuebler, in *pro per*

[SIGNATURES CONTINUED NEXT PAGE]

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Dated: March ____, 2014

BRANNELLY LAW, PLLC
JOHN BRANNELLY, JR.

By: _____
John Brannelly, Jr.

Attorneys for **THE LAW OFFICE OF
TRAVIS R. MARKER P.C., TRUSTEE and
MULLIGAN PRICE, INC.**

Dated: March ____, 2014

GUNDERSON LAW FIRM
COURTNEY FORSTER

By: _____
Courtney Forster

Attorneys for **WAYNE CORNICK**

Dated: March ____, 2014

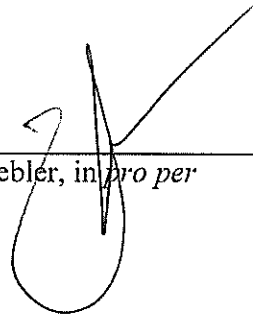
WILLIAMSON LAW OFFICE, PLLC
AIRENE WILLIAMSON

By: _____
Airene Williamson

Attorneys for **RUSTY LEE and PEGGY
HORROCKS**

April 23
Dated: ~~March~~ ____, 2014

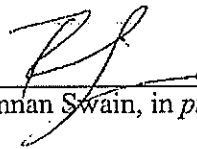
Joseph Kuebler, *in pro per*



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Dated: ~~March~~ ^{APRIL} 28, 2014



Brennan Swain, in pro per

Dated: March ____, 2014

Tony Zockoll, in pro per

Dated: March ____, 2014

Bradley Baker, in pro per

ORDER

IT IS SO ORDERED.

DATED: _____

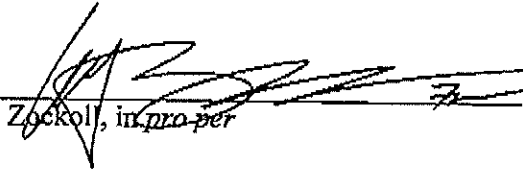
MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

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Dated: March ____, 2014

Brennan Swain, in *pro per*

Dated: March 30, 2014



Tony Zuckol, in *pro per*

Dated: March ____, 2014

Bradley Baker, in *pro per*

ORDER

IT IS SO ORDERED.

DATED: _____

MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

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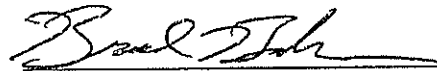
Dated: March ____, 2014

Brennan Swain, in *pro per*

Dated: March ____, 2014

Tony Zockoll, in *pro per*

Dated: March ____, 2014



Brad Baker, in *pro per*

ORDER

IT IS SO ORDERED.

DATED: _____

MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

EXHIBIT A

| Stipulating Parties | Amount of Allowed Claim | Judgment Percentage |
|---|-------------------------|---------------------|
| Robb Evans of Robb Evans & Associates LLC, as Receiver | To be determined | |
| Wayne Cornick | 186,666.00 | |
| Rusty Lee | 82,353.50 | |
| Peggy Horrocks | 115,000.00 | |
| Joseph Kuebler | 81,333.33 | |
| Bradley Baker | 276,273.00 | |
| Brennan Swain | 50,000.00 | |
| D. Miller Electric, Inc. | | |
| D&S Investments, LLC | 73,517.00 | |
| Robert Klosek | 154,593.00 | |
| R. Lane Jacobsen | 290,022.00 | |
| Richard S. Rubin | 246,000.00 | |
| The Ginburg Trust | 950,000.00 | |
| J&P Wallace Family Limited Partnership, LLP | 100,000.00 | |
| Michael Smith & Sandra Smith | 809,333.00 | |
| John Gee & Debra Gee | 89,734.00 | |
| Christopher Martin | 500,000.00 | |
| Pineside Investments, LLC (No Allowed Claim) Maple Mountain Construction, Inc. (No Allowed Claim) Stephen K. Murdock (No Allowed Claim) | 0.00 | 0.00 |
| Cedar City Investments, LLC (No Allowed Claim) Casey T. Anderson (No Allowed Claim) | 0.00 | 0.00 |
| Dale Dellamas Construction, Inc. (No Allowed Claim) Dale F. Dellamas (No Allowed Claim) | 0.00 | 0.00 |

Exhibit "A"

| Stipulating Parties | Amount of Allowed Claim | Judgment Percentage |
|---|-------------------------|---------------------|
| Arvin Lee Black, Sr. (No Allowed Claim) | 0.00 | 0.00 |
| J.W. Ranch Inc. (No Allowed Claim) | 0.00 | 0.00 |
| William Scott Mitchell Wendy J. Mitchell | 831,000.00 | |
| Tony Zockoll | 70,500.00 | |
| Richard Kimball & Jesse Kimball | 2,125,783.00 | |
| Kade K. Ence Kim C. Ence KCE Family Trust Dated September 30, 2010 Financial Consulting, LLC | 845,032.00 | |
| John D. Alevras | 70,000.00 | |
| Randall Aaron Mayer (No Allowed Claim) | 0.00 | 0.00 |
| The Law office of Travis R. Marker, P.C., as trustee | 311,074.00 | |
| Mulligan Price, Inc. | 225,000.00 | |

TOTAL:**\$8,483,213.83**

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CERTIFICATE OF SERVICE

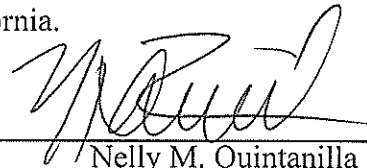
I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is One Market Plaza, Spear Tower, 24th Floor, San Francisco, California, 94105.

On May 27, 2014, I served the

Stipulation for Settlement with Certain Defendants; Order Thereon

upon the parties and/or counsel listed and by the methods indicated on the attached Service List.

I declare upon the penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed on May 27, 2014, at San Francisco, California.



Nelly M. Quintanilla

SERVICE LIST

The following CM/ECF participants were served by electronic means on May 27, 2014:

| | |
|---------------------|--|
| Gary Owen Caris | gcaris@mckennalong.com, lhawes@mckennalong.com, comeara@mckennalong.com |
| Lesley Anne Hawes | lhawes@mckennalong.com, gcaris@mckennalong.com, comeara@mckennalong.com |
| Angela E. Fones | afones@mckennalong.com, nquintanilla@mckennalong.com |
| Randolph L. Howard | rhoward@klnevada.com, ckishi@klnevada.com, usdistrict@klnevada.com |
| Airene Williamson | awilliamson@wlawoffice.com |
| Courtney Forster | cforster@gundersonlaw.com, bmadieros@gundersonlaw.com |
| Bret O. Whipple | admin@justice-law-center.com |
| Daniel J Coogan | djc@nogaleslaw.com |
| Douglas R Rands | doug_rands@sbcglobal.net, carol@rsgnvlaw.com |
| Eric Olmstead | eolmstead@barney-mckenna.com |
| Jay Young | jay@h2law.com |
| Kara H. North | knorth@fslaw.com |
| Mark H. Gunderson | cstockwell@gundersonlaw.com |
| Matthew R. Lewis | mlewis@rqn.com |
| Scott L Halvorsen | shalvorsen@barney-mckenna.com |
| Shlomo S. Sherman | ssherman@klnevada.com, bbroussard@klnevada.com, ckishi@klnevada.com, usdistrict@klnevada.com |
| Robert C. Martin | rcm@nogaleslaw.com |
| Trent T. Seegmiller | trent@seeglaw.com |

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John Brannelly, Jr. jack@brannellylaw.com

Justin D. Heideman heideman@hmho-law.com

The following non-CM/ECF participants were served by first-class mail, postage prepaid on May 27, 2014:

Robert C. Martin
Coogan & Martin
825 North Grand Avenue, Suite 200
Nogales, AZ 85621

Justin D. Heideman
Heideman, McKay & Heugly, PLLC
2696 N University Ave, Suite 180
Provo, UT 84604

Brennan Swain
1417 26th Street, Unit D
Santa Monica, CA 90404

Tony Zockoll
2920 Ebony Circle
St. George, UT 84790

Joseph J. Kuebler
29301 Via Norte
Temecula, CA 92591-1834

Bradley Baker
456 North 2300 West Circle
St. George, UT 84770