

IN THE SUPREME COURT OF THE STATE OF NEVADA

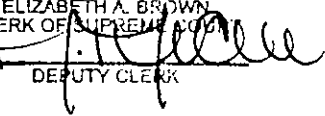
IN THE MATTER OF THE BARTON
LEE HAZLEWOOD SEPARATE
PROPERTY TRUST, DATED
SEPTEMBER 15, 2005

MARK HAZLEWOOD; AND DEBRA
HAZLEWOOD LESSER,
Appellants,
vs.
JEANE HAZLEWOOD; AND
SAMANTHA STEWART MARTEL,
Respondents.

No. 87018

FILED

SEP 17 2025

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER DISMISSING APPEAL

Appellants have filed a motion to voluntarily dismiss this appeal pursuant to settlement negotiations.

Respondent Samantha Stewart Martel has filed an objection to the enforcement of the settlement agreement and a response to appellants' motion to dismiss this appeal. Respondent Martel argues this court should decline to enforce the proposed settlement because it was not joined by all necessary parties, she did not sign the settlement agreement, and it includes terms beyond the scope of the appeal. Respondent Martel asks this court to clarify that any remittitur does not bind her or other non-signing beneficiaries to the settlement agreement.

Appellants have filed a reply in which they state that the settlement was reached between them and the successor trustee of the Barton Lee Hazlewood Separate Property Trust. Appellants further state that because respondent Martel refused to sign the settlement agreement, she has not released the trustee from any claim she thinks she may have

and respondent Martel is not limited in any way in contesting future jurisdictional issues related to the trust. Appellants also note that respondent Martel did not file a cross-appeal in this matter. Finally, Appellants point out that respondent Martel improperly attached a copy of the parties' proposed settlement agreement to her objection.

We agree with appellants that the proposed settlement agreement is a confidential document that should not have been included with respondent Martel's objection. *See* NRAP 16(g)(4) ("The settlement agreement must not be filed with the Supreme Court."). Accordingly, we direct the clerk of this court to seal the objection filed on July 8, 2025.

Because respondent Martel did not file a cross-appeal, she cannot prevent appellants from voluntarily dismissing this appeal. Any challenge respondent Martel wants to make to the settlement agreement and/or enforcement of the settlement agreement must be brought in the district court as a new action. Accordingly, we deny respondent Martel's request for clarification. We grant appellants' motion to voluntarily dismiss this appeal, and we

ORDER this appeal DISMISSED.

Pickering, J.
Pickering

Cadish, J.
Cadish

Lee, J.
Lee

cc: Hon. Gloria Sturman, District Judge
Stephen E. Haberfeld, Settlement Judge
Lee A. Drizin, Chtd.
Phillips Ballenger
Blackrock Legal, LLC
Eighth District Court Clerk