

**STATE OF NEW MEXICO  
ENERGY, MINERALS, AND NATURAL RESOURCES  
DEPARTMENT OIL CONSERVATION DIVISION**

**IN RE: NOTICE OF VIOLATION ISSUED  
TO G&G OIL AND GAS, LLC  
OGRID # 272664**

**Case No. 26067**

**ENTRY OF APPEARANCE AND OBJECTION TO PRESENTATION BY AFFIDAVIT**

Padilla Law Firm, P.A. (Ernest L. Padilla) enters his appearance as counsel of record for G&G Oil & Gas, LLC, in Case No. 26067, and on their behalf, objects to presentation of this case by affidavit, pursuant to Rule 19.15.4.12 NMAC.

By way of further explanation, G&G Oil & Gas, LLC, recently reached settlement with the Commissioner of Public Lands in the First Judicial District Court Cause, *Stephanie Garcia Richard, Commissioner of Public Lands of the State of New Mexico v. G&G Oil and Gas, LLC et al.*, New Mexico District Court, First Judicial District, Case No. D-101-CV-2023-02716, such that G&G is no longer operator of certain wells in Lea County, New Mexico. A copy of the settlement agreement is attached hereto as Exhibit A. Although submitted to the District Court, the Court has not yet issued its dismissal order.

Respectfully submitted,

PADILLA LAW FIRM, P.A.

**/s/ Ernest L. Padilla**

Ernest L. Padilla

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*Attorney for G&G Oil & Gas*

**CERTIFICATE OF SERVICE**

I certify that on this 29<sup>th</sup> of April 2026, the foregoing pleading was electronically filed by email with the New Mexico Oil Conservation Division Clerk and served on all parties of record through counsel as follows:

Freya Tschantz  
Freya.Tschantz@emnrd.nm.gov  
OCD.Hearings@emnrd.nm.gov

*EMNRD-Oil Conservation Division, Law  
Clerk*

Michael Hall  
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Attorney for Petitioner

**/s/ Ernest L. Padilla**

## SETTLEMENT AGREEMENT

This is an agreement (the "Settlement Agreement") between the Commissioner of Public Lands of the State of New Mexico ("Commissioner"), acting through the New Mexico State Land Office ("NMSLO") on the one hand, and G&G Oil and Gas, LLC ("G&G") and Robert Garner ("Garner") on the other hand. The Commissioner, G&G, and Garner are each a "Party" and are collectively referred to herein as the "Parties."

The Parties enter into this Settlement Agreement to resolve the issues raised in the lawsuit entitled *Stephanie Garcia Richard, Commissioner of Public Lands of the State of New Mexico v. G&G Oil and Gas, LLC et al.*, New Mexico District Court, First Judicial District, Case No. D-101-CV-2023-02716 (the "Lawsuit"). The Lawsuit involves claims by the Commissioner against G&G for environmental damage and the performance of other compliance obligations arising out of G&G's operation of oil and gas wells on New Mexico state trust land.

The Parties agree as follows:

1. Effective Date. This Settlement Agreement is effective upon the last signature below.
2. Payment. G&G and/or Garner shall make payment to the Commissioner (payable to "Commissioner of Public Lands") in the amount of \$580,000.00 by wire transfer or cashier's check within five days of the Effective Date (the "Payment"). The Payment shall fully resolve the Commissioner's claims against G&G in the Lawsuit, as well as the \$60,000.00 contempt judgment entered in the Lawsuit against Garner, and the Commissioner's potential claims against Garner associated with the same acts and omissions alleged in the Lawsuit.
3. Effect on Lawsuit. Within five days of NMSLO's confirmation that the Payment has cleared, NMSLO will prepare and the parties will sign a joint notice of dismissal of the Lawsuit, with prejudice, stating that the contempt judgment has been fully satisfied. In the event the Payment does not clear, this Settlement Agreement shall be void.
4. Applicable Law and Venue. This Settlement Agreement shall be governed by and enforceable under the laws of the State of New Mexico and shall be construed and interpreted in accordance with the rules generally applicable to contracts in the State of New Mexico. Any action to interpret or enforce this Settlement Agreement shall be brought exclusively in New Mexico State District Court, First Judicial District.
5. Binding Effect; Voluntary Agreement; Construction; Amendment. This Settlement Agreement shall be binding on and inure to the benefit of the Parties as well as their representatives, attorneys, successors, assignees, agent, officers, members, and employees. The Parties have had the opportunity to consult with counsel in the review of this Settlement Agreement. Each Party agrees to this Settlement Agreement of that Party's own free will, for the consideration exchanged in this Settlement Agreement. In the event of any ambiguity, this Settlement Agreement shall not be construed against any particular Party. This Settlement Agreement shall not be amended, modified, or terminated, nor shall any obligations hereunder

**EXHIBIT A**

be waived (expressly, by implication, or by estoppel), except by written instrument signed by the Parties.

6. No Admission of Liability. G&G and Garner enter into this Settlement Agreement without any admission of liability or wrongdoing in any respect. This Settlement Agreement is not intended to be, and shall not be construed to be, an admission of liability or an admission against interest by G&G or Garner.

7. Mutual Release. Upon confirmation that the Payment has cleared, the Commissioner releases G&G and Garner from any claims and causes of action which the Commissioner asserted or could have asserted, arising out of or related to the claims or issues in the Lawsuit, based on any act or omission of G&G or Garner at any point in time through the Effective Date; and G&G and Garner release the Commissioner from any claims and causes of action which they could have asserted, arising out of or related to the claims or issues in the Lawsuit, based on any act or omission of the Commissioner at any point in time through the Effective Date.

8. Counterparts; Electronic Transmittal of Signatures; Authority to Sign. This Settlement Agreement may be executed in one or more counterparts each of which shall be deemed as original but all of which together shall constitute one and the same instrument. The delivery of a signature transmitted by email contained in one or more counterparts shall be deemed as an original signature.

**G&G OIL AND GAS, LLC**



Date: 04-15-2026

ROBERT GARNER

PRESIDENT

By: (Print or Type Name)

(Title)

**ROBERT GARNER**



Date: 04-15-2026

**NEW MEXICO COMMISSIONER OF PUBLIC LANDS**

S  
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Date: \_\_\_\_\_

A Stephanie Garcia Richard, Commissioner of Public Lands

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**G&G OIL AND GAS, LLC**

\_\_\_\_\_

Date: \_\_\_\_\_

By: (Print or Type Name)

\_\_\_\_\_  
(Title)

**ROBERT GARNER**

\_\_\_\_\_

Date: \_\_\_\_\_

**NEW MEXICO COMMISSIONER OF PUBLIC LANDS**

S  
E Stephane Garcia Richard / SS

Date: 4/16/26

A Stephane Garcia Richard, Commissioner of Public Lands

