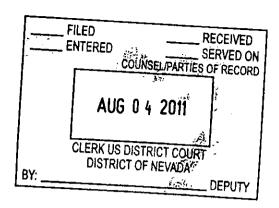
Case 3:09-cv-00713-LDG -RAM Document 269 Filed 08/04/11 Page 1 of 6



6	UNITED STATES I	DISTRICT COURT
7	DISTRICT OF NEVADA	
8		NO. 3:08-CV-00246
9	JUDY KROSHUS, et al.,	110, 3.00 0 1-00210
10	Plaintiffs, vs.	ORDER GRANTING MOTION FOR DETERMINATION OF GOOD FAITH
11	UNITED STATES OF AMERICA, et al.,	SETTLEMENT REGARDING TCID DIRECTORS
12		DIRECTORS
13	Defendants.	
14		Case No. 3:09-CV-00713
15	JUDY KROSHUS, et al.,	•
16	Plaintiffs,	ORDER GRANTING MOTION FOR DETERMINATION OF GOOD FAITH
17	VS.	SETTLEMENT REGARDING TCID DIRECTORS
v. United States of 18	UNITED STATES OF AMERICA, et al.,	
19	Defendants.	
20		C N 2 00 CN 00005
	ALICIA UHOUSE, et al.,	Case No.3:08-CV-00285
21	Plaintiffs,	ORDER GRANTING MOTION FOR
22	<b>V</b> .	DETERMINATION OF GOOD FAITH SETTLEMENT REGARDING TCID
23	UNITED STATES DEPARTMENT OF THE	DIRECTORS
24	INTERIOR, et al.,	,
25	Defendants.	
26		
		•

1	LARRY J. MOORE, et al.,	Case No. 3:09-cv-167	
2	Plaintiffs,		
3	v.	ORDER GRANTING MOTION FOR DETERMINATION OF GOOD FAITH	
4	UNITED STATES OF AMERICA, et al.,	SETTLEMENT REGARDING TCID DIRECTORS	
5	Defendants.		
6	Detendants.		
7	BILL ADAMSON, et al.	Case No. 3:09-cv-715	
8	Plaintiffs,	ORDER GRANTING MOTION FOR	
9	UNITED STATES OF AMERICA, et al.,	DETERMINATION OF GOOD FAITH SETTLEMENT REGARDING TCID	
10	Defendants.	DIRECTORS	
11			
12	Based on Motions made by certain directors of the Truckee-Carson Irrigation District		
13	and their spouses:		
14			
15	Lester DeBraga and Angela DeBraga, husband and wife;		
16	Richard Harriman and Carolyn Harriman, husband and wife;		
17	Larry R. Miller and Pamela Miller, husband and wife;		
18	Raymond Peterson and Lorraine E. Peterson, husband and wife;		
19			
20	Ernest Schank and Carmen Schank, husband and wife;		
21	David Stix, Jr. and Katherine J. Stix, husband and wife, and		
22	Donald Travis and Simmie D. Travis, husband and wife,		
23			
24	Made by and through counsel of record, and heard before this Court on July 29,		
25	2011, the Court now enters its findings of fac	t, conclusions of law and judgment as follows:	
26			
		^	

- 1. This case arises from a certain breach of the embankment of the Truckee Canal, located in Lyon County, Nevada, that occurred on January 5, 2008.
  - 2. Litigation for damages and other relief was filed against numerous defendants.
- 3. Plaintiffs are owners and/or lessees of residential property situated in Fernley, Nevada.
- 4. Plaintiffs claim that they suffered damages resulting from floodwaters from the breach of the Truckee Canal on January 5, 2008.
- 5. Plaintiffs allege that the flood in Fernley on January 5, 2008, was caused by negligent maintenance and/or operation of the Truckee Canal, among other reasons.
- 6. Among others, certain defendants named, Berle Crisp and Crisp Development, Inc. (collectively "Crisp"), have sued the Board of Directors of The Truckee Carson Irrigation District, for indemnity, for all or part of claims brought against Crisp by the Plaintiffs.
- 7. It is alleged that Crisp was the developer and/or general contractor of Rolling Meadows, the condition of which was alleged to have caused and/or exacerbated flooding of which the Plaintiffs complained. It is also alleged that misrepresentations were made when the Rolling Meadows properties were sold. Crisp denies any responsibility.
- 8. The Directors of the Truckee Carson Irrigation District prior to the Fernley flood in 2008 of which the Plaintiffs have made critical allegations were Lester DeBraga, Larry R. Miller, Richard Harriman, Ray Peterson, Ernest Schank, David Stix, Jr., and Donald Travis (the "TCID Directors"), together with their spouses, all of whom deny any allegations of wrongdoing.

- 9. At all times material hereto, the TCID Directors acted only in their capacities as members of the Board of Directors of TCID, and not in their individual capacities.
- 10. The Settlement Agreement provides in its essentials that the insurer of the TCID Directors, with the exception of Director Stix, shall pay the total sum of \$3.8 million in settlement of all claims against the TCID Directors, except Director Stix, which settlement is not an admission of liability. The Settlement Agreement also provides in its essentials that the insurer of Director Stix will pay the sum of \$50,000 in the settlement of all claims, which settlement is not an admission of liability.
- 11. Director Stix did not become a board member until November, 2007, approximately 2 months prior to the Fernley flood on January 5, 2008.
- 12. Other than the settlement funds provided by the insurers of the TCID Directors, they do not have sufficient personal resources to settle the claims of the Plaintiffs.
- 13. All amounts paid in settlement to the Plaintiffs will be allocated by the Plaintiffs pursuant to arrangements to which the TCID Directors are not parties.
- 14. There is no evidence or allegation that this settlement is fraudulently, collusively, or tortiously aimed at injuring non-settling Defendants.
- 15. The settlements with the TCID Directors and their spouses are made in good faith.

16. The matter is dismissed with prejudice as to all claims against

Lester DeBraga and Angela DeBraga, husband and wife;

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Richard Harriman and Carolyn Harriman, husband and wife,

Larry R. Miller and Pamela Miller, husband and wife;

Raymond Peterson and Dorraine E. Peterson, husband and wife;

Ernest Schank and Carmen Schank, husband and wife;

David Stix, Ir. and Katherine J. Stix, husband and wife, and

Ran

Donald Fravis and Simmie D. Travis, husband and wife. \*

IT IS SO ORDERED.

DATED: August 4, 2011.

UNITED STATES MAGISTRATE JUDGE

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2	CERTIFICATE OF SERVICE
3	I hereby certify that on the day ofAugust, 2011, I served a true and
4	correct copy of the foregoing, via U.S. District Court-Efile and Serve Program, to the
5	following:
6	Tollowing.
7	SEE ATTACHED SERVICE LIST
8	SEE ATTACHED SERVICE LIST
9	An Employee of The Doyle Firm, P.C.
10	An Employee of The Doyle I init, I .c.
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