



**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

JUDY KROSHUS, et al.,

Plaintiffs,

vs.

UNITED STATES OF AMERICA, et al.,

Defendants.

NO. 3:08-CV-00246

**ORDER GRANTING MOTION FOR
 DETERMINATION OF GOOD FAITH
 SETTLEMENT REGARDING TCID
 DIRECTORS**

JUDY KROSHUS, et al.,

Plaintiffs,

vs.

UNITED STATES OF AMERICA, et al.,

Defendants.

Case No. 3:09-CV-00713

**ORDER GRANTING MOTION FOR
 DETERMINATION OF GOOD FAITH
 SETTLEMENT REGARDING TCID
 DIRECTORS**

ALICIA UHOUSE, et al.,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF THE
 INTERIOR, et al.,

Defendants.

Case No. 3:08-CV-00285

**ORDER GRANTING MOTION FOR
 DETERMINATION OF GOOD FAITH
 SETTLEMENT REGARDING TCID
 DIRECTORS**

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RAM Kroshus et al v. United States of America, et al

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1 LARRY J. MOORE, et al.,
 2 Plaintiffs,
 3 v.
 4 UNITED STATES OF AMERICA, et al.,
 5
 6 Defendants.

Case No. 3:09-cv-167

**ORDER GRANTING MOTION FOR
DETERMINATION OF GOOD FAITH
SETTLEMENT REGARDING TCID
DIRECTORS**

7 BILL ADAMSON, et al.
 8 Plaintiffs,
 9 UNITED STATES OF AMERICA, et al.,
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 11 Defendants.

Case No. 3:09-cv-715

**ORDER GRANTING MOTION FOR
DETERMINATION OF GOOD FAITH
SETTLEMENT REGARDING TCID
DIRECTORS**

12 Based on Motions made by certain directors of the Truckee-Carson Irrigation District
13 and their spouses:

14 Lester DeBraga and Angela DeBraga, husband and wife;

15 Richard Harriman and Carolyn Harriman, husband and wife;

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

17 Raymond Peterson and Lorraine E. Peterson, husband and wife;

18 Ernest Schank and Carmen Schank, husband and wife;

19 David Stix, Jr. and Katherine J. Stix, husband and wife, and

20 Donald Travis and Simmie D. Travis, husband and wife,

21 Made by and through counsel of record, and heard before this Court on July 29,
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25 2011, the Court now enters its findings of fact, conclusions of law and judgment as follows:
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1 1. This case arises from a certain breach of the embankment of the Truckee Canal,
2 located in Lyon County, Nevada, that occurred on January 5, 2008.

3 2. Litigation for damages and other relief was filed against numerous defendants.

4 3. Plaintiffs are owners and/or lessees of residential property situated in Fernley,
5 Nevada.

6 4. Plaintiffs claim that they suffered damages resulting from floodwaters from the
7 breach of the Truckee Canal on January 5, 2008.

8 5. Plaintiffs allege that the flood in Fernley on January 5, 2008, was caused by
9 negligent maintenance and/or operation of the Truckee Canal, among other reasons.

10 6. Among others, certain defendants named, Berle Crisp and Crisp Development, Inc.
11 (collectively "Crisp"), have sued the Board of Directors of The Truckee Carson Irrigation
12 District, for indemnity, for all or part of claims brought against Crisp by the Plaintiffs.
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14 7. It is alleged that Crisp was the developer and/or general contractor of Rolling
15 Meadows, the condition of which was alleged to have caused and/or exacerbated flooding of
16 which the Plaintiffs complained. It is also alleged that misrepresentations were made when
17 the Rolling Meadows properties were sold. Crisp denies any responsibility.
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19 8. The Directors of the Truckee Carson Irrigation District prior to the Fernley flood
20 in 2008 of which the Plaintiffs have made critical allegations were Lester DeBraga, Larry R.
21 Miller, Richard Harriman, Ray Peterson, Ernest Schank, David Stix, Jr., and Donald Travis
22 (the "TCID Directors"), together with their spouses, all of whom deny any allegations of
23 wrongdoing.
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1 9. At all times material hereto, the TCID Directors acted only in their capacities as
2 members of the Board of Directors of TCID, and not in their individual capacities.

3 10. The Settlement Agreement provides in its essentials that the insurer of the TCID
4 Directors, with the exception of Director Stix, shall pay the total sum of \$3.8 million in
5 settlement of all claims against the TCID Directors, except Director Stix, which settlement
6 is not an admission of liability. The Settlement Agreement also provides in its essentials that
7 the insurer of Director Stix will pay the sum of \$50,000 in the settlement of all claims,
8 which settlement is not an admission of liability.
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10 11. Director Stix did not become a board member until November, 2007,
11 approximately 2 months prior to the Fernley flood on January 5, 2008.
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13 12. Other than the settlement funds provided by the insurers of the TCID Directors,
14 they do not have sufficient personal resources to settle the claims of the Plaintiffs.
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16 13. All amounts paid in settlement to the Plaintiffs will be allocated by the Plaintiffs
17 pursuant to arrangements to which the TCID Directors are not parties.
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19 14. There is no evidence or allegation that this settlement is fraudulently, collusively,
20 or tortiously aimed at injuring non-settling Defendants.

21 15. The settlements with the TCID Directors and their spouses are made in good
22 faith.

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

24 ~~Lester DeBraga and Angela DeBraga, husband and wife;~~

25 ~~Richard Harriman and Carolyn Harriman, husband and wife;~~

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

RAM

1 ~~Raymond Peterson and Lorraine E. Peterson, husband and wife;~~

2 ~~Ernest Schank and Carmen Schank, husband and wife;~~

3 ~~David Stix, Jr. and Katherine J. Stix, husband and wife, and~~

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5 ~~Donald Travis and Simmie D. Travis, husband and wife. *~~

6 IT IS SO ORDERED.

7 DATED: August 4, 2011.

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10 UNITED STATES MAGISTRATE JUDGE

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CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____ August, 2011, I served a true and correct copy of the foregoing, ----- via U.S. District Court-Efile and Serve Program, to the following:

SEE ATTACHED SERVICE LIST

An Employee of The Doyle Firm, P.C.