

1 JAMES R. PAGLIERO, ESQ. – SBN 095898  
 2 PAGLIERO & ASSOCIATES  
 3 A Professional Corporation  
 4 5701 Marconi Avenue  
 5 Carmichael, CA 95608  
 6 (916) 481-7100 Fax: (916) 481-7101  
 7  
 8 Attorneys for Defendant  
 9 Action Motorsports of Tahoe, Inc.

10 UNITED STATE DISTRICT COURT  
 11 EASTERN DISTRICT OF CALIFORNIA

12	ELENA TYURINA,	)	Case Number: 16-cv-00759-TLN-DB
13		)	
14	Plaintiff,	)	
15	v.	)	<b>STIPULATION AND ORDER</b>
16	URBANA TAHOE TC LLC;	)	<b>REGARDING DETERMINATION OF</b>
17	URBANA TAHOE BEVERAGE	)	<b>GOOD FAITH SETTLEMENT</b>
18	COMPANY, LLC dba Beach Retreat	)	<b>[PURSUANT TO CODE CIV. PROC., §</b>
19	and Lodge Tahoe; ACTION	)	<b>877.6] BETWEEN PLAINTIFF AND</b>
20	MOTORSPORTS OF TAHOE, INC.,	)	<b>DEFENDANT ACTION</b>
21		)	<b>MOTORSPORTS OF TAHOE, INC.</b>
22	Defendants.	)	

23 The parties, through their undersigned attorneys, hereby stipulate and agree as  
 24 follows:

25 1. Settlement has been reached between plaintiff Elena Tyurina and defendant  
 26 Action Motorsports of Tahoe, Inc. (“Action Motorsports”). As a result, Action  
 27 Motorsports filed a motion for a determination that the settlement was in good faith  
 28 pursuant to California Code of Civil Procedure section 877.6. Plaintiff joined in that

1 motion.

2 2. The parties stipulate that the settlement between plaintiff and Action  
3 Motorsports is in good faith pursuant to California Code of Civil Procedure section  
4 877.6. The parties further stipulate that the court may issue an order granting that motion  
5 and dismissing all claims by defendants Urbana Tahoe TC LLC and Urbana Tahoe  
6 Beverage Company for non-contractual indemnity and contribution as to Action  
7 Motorsports of Tahoe, Inc.

8 Respectfully Submitted,

9 Dated: March 1, 2018

DREYER BABICH BUCCOLA WOOD CAMPORA

10  
11 By: /s/ Roger A. Dreyer

Roger A. Dreyer, Esq.  
Attorney for Plaintiff  
Elena Tyurina

12  
13  
14 Dated: March 1, 2018

WALKUP, MELODIA, KELLY & SCHOENBERGER

15 By: /s/ Valerie N. Rose,

Valerie N. Rose, Esq.  
Attorney for Plaintiff  
Elena Tyurina

16  
17  
18 Dated: March 1, 2018

Rushford & Bonotto, LLP

19  
20 By: /s/ James W. Rushford

James W. Rushford, Esq.  
Attorney for Defendants Urbana Tahoe TC LLC,  
and Urbana Tahoe Beverage Company, LLC

21  
22  
23 Dated: March 1, 2018

Pagliari & Associates  
A Professional Corporation

24  
25  
26 By: /s/ James R. Pagliero

James R. Pagliero, Esq.  
Attorney for Defendant  
Action Motorsports of Tahoe, Inc.

**ORDER**

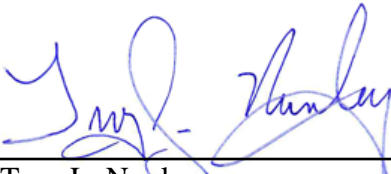
1  
2       Based on the foregoing stipulation, and good cause appearing therefor, the Court  
3 rules as follows:

4       1. The Court finds the settlement between plaintiff and defendant Action  
5 Motorsports of Tahoe, Inc. is in “good faith” pursuant to the provisions of California  
6 Code of Civil Procedure section 877, et seq.

7       2. The motion by defendant Action Motorsports of Tahoe, Inc. for determination  
8 of good faith settlement relative to its settlement with plaintiff, and in which plaintiff  
9 joined, is hereby granted.

10       3. All claims for non-contractual indemnity and contribution by defendants  
11 Urbana Tahoe TC LLC and/or Urbana Tahoe Beverage Company, LLC, dba Beach  
12 Retreat and Lodge at Tahoe, as to Action Motorsports of Tahoe, Inc., whether or not such  
13 claims for non-contractual indemnity and contribution are stated in the counterclaim by  
14 the Urbana entities, are hereby dismissed with prejudice.

15 Dated: March 5, 2018

16  
17  
18   
19 \_\_\_\_\_  
20 Troy L. Nunley  
21 United States District Judge  
22  
23  
24  
25  
26  
27  
28