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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11 NAOMI SHENEMAN,

12 Plaintiff,

13 v.

14 TRAVELODGE HOTELS, INC. and
15 SOTAL UNIVERSITY INC. d/b/a
16 TRAVELODGE OF LA MESA,

17 Defendants.
18

Case No.: 16cv2010-MMA (NLS)

**ORDER GRANTING DEFENDANT
TRAVELODGE HOTELS, INC.'S EX
PARTE MOTION FOR GOOD
FAITH SETTLEMENT
DETERMINATION**

[Doc. No. 19]

19 Defendant Travelodge Hotels, Inc. (“THI”) moves ex parte for a good faith
20 settlement determination pursuant to California Code of Civil Procedure §§ 877 and
21 877.6. The motion is unopposed. For the reasons set forth below, the Court **GRANTS**
22 THI’s motion.

23 **DISCUSSION**

24 California Code of Civil Procedure § 877.6(a)(2) provides, in relevant part:

25 [A] settling party may give notice of settlement to all parties and to the court,
26 together with an application for determination of good faith settlement and a
27 proposed order. The application shall indicate the settling parties, and the
28 basis, terms, and amount of the settlement. The notice, application, and
proposed order shall be given by certified mail, return receipt requested. Proof

1 of service shall be filed with the court. Within 25 days of the mailing of the
2 notice, application, and proposed order, or within 20 days of personal service,
3 a nonsettling party may file a notice of motion to contest the good faith of the
4 settlement. If none of the nonsettling parties files a motion within 25 days of
5 mailing of the notice, application, and proposed order, or within 20 days of
6 personal service, the court may approve the settlement.

7 “A determination by the court that the settlement was made in good faith shall bar any
8 other joint tortfeasor or co-obligor from any further claims against the settling tortfeasor
9 or co-obligor for equitable comparative contribution, or partial or comparative indemnity,
10 based on comparative negligence or comparative fault.” Cal. Civ. Proc. Code § 877.6(c).
11 The Ninth Circuit has held that, although the procedures set forth in section 877.6 “do not
12 govern a federal action . . . nothing is to prevent the district court from granting a motion
13 for an early determination of the good faith question. In fact, it makes eminent good
14 sense to do so.” *Fed. Sav. & Loan Ins. Corp. v. Butler*, 904 F.2d 505, 511 (9th Cir.
15 1990).

16 THI filed the pending motion and provided notice of the motion on May 15, 2017.
17 Although twenty-five days has not elapsed as required by section 877.6, the Court is not
18 bound by this procedural limitation, the record is clear that all parties received notice of
19 the proposed settlement, and no party objects to its terms. *See Butler*, 904 F.2d at 511.
20 Accordingly, the Court turns to the merits of THI’s motion.

21 When “making a determination that a settlement was made in good faith pursuant
22 to section 877.6(a)(2), a court considers the following: (1) the amount of the settlement;
23 (2) a rough approximation of plaintiff’s total recover[y] and the settlers’ proportionate
24 liability; (3) allocation of settlement proceeds among the [plaintiffs]; (4) the settlers [sic]
25 financial condition and insurance limits; (5) evidence of fraud or collusion; and (5) a
26 recognition that a settler should pay less in settlement than he would if he were found
27 liable at trial.” *McCallson v. Perry*, 2011 U.S. Dist. LEXIS 12544 *4-5 (S.D. Cal. Feb. 9,
28 2011) (citing *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*, 38 Cal. 3d 488, 499-500,
(1985)). Here, all parties are represented by competent counsel, who have chosen not to

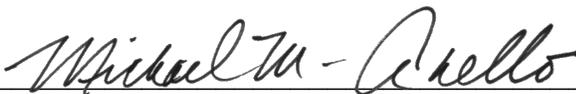
1 oppose the terms of the settlement, nor THI's request that the Court deem the settlement
2 to have been made in good faith. There is no evidence the settlement resulted from fraud,
3 collusion, or tortious conduct. Further, the Court finds the settlement fair and reasonable,
4 and in Plaintiff's best interest. Accordingly, in the absence of any objection, and based
5 on the existing record in this case, the Court concludes Plaintiff's settlement with THI
6 was made in good faith.

7 **CONCLUSION**

8 Based on the foregoing, the Court **GRANTS** THI's motion and finds that THI's
9 settlement with Plaintiff was made in good faith pursuant to the standards set forth in
10 California Code of Civil Procedure §§ 877 and 877.6. This determination bars any other
11 joint tortfeasor or co-obligor from any further claims against THI for equitable
12 comparative contribution, or partial or comparative indemnity, based on comparative
13 negligence or comparative fault.

14 **IT IS SO ORDERED.**

15 DATE: June 5, 2017

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18 HON. MICHAEL M. ANELLO
19 United States District Judge
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