

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
**Judge Philip A. Brimmer**

Civil Action No. 14-cv-03233-PAB-NYW

GREAT NORTHERN INSURANCE COMPANY and  
UNIQUE HOME DESIGNS, INC.,

Plaintiffs,

v.

NGL WAREHOUSE, LLC,

Defendant.

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**ORDER**

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This matter comes before the Court on Plaintiffs' Motion *in Limine* to Exclude Argument by NGL Warehouse, LLC Regarding the Reasonableness of the Settlement Amount Paid by Plaintiffs in the Underlying Texas Litigation [Docket No. 181]. In their reply brief, plaintiffs acknowledge that they must prove "that Unique was potentially liable and that the \$5M settlement amount was reasonably related to that exposure." Docket No. 218 at 4. Consistent with *Burlington Northern R.R. Co. v. Stone Container Corp.*, 934 P.2d 902 (Colo. App. 1997), plaintiffs do not have to prove they were actually liable. Moreover, defendant may not attack the reasonableness of such settlement with reference to potential negligence of Home Depot. See Docket No. 233. Wherefore, it is

**ORDERED** that Plaintiffs' Motion *in Limine* to Exclude Argument by NGL Warehouse, LLC Regarding the Reasonableness of the Settlement Amount Paid by Plaintiffs in the Underlying Texas Litigation [Docket No. 181] is granted.

DATED January 18, 2017.

BY THE COURT:

s/Philip A. Brimmer  
PHILIP A. BRIMMER  
United States District Judge