

1 while retrieving the vehicle for Defendant Carol M. Douglass, on
2 September 23, 2013.

3 Before this Court is the Motion for Good Faith Settlement
4 and Determination and Order Barring Further Claims Against
5 Defendant Carol M. Douglass.

6 **A. Legal Standard**

7 Nevada Revised Statute section 17.245 requires a settlement
8 to be in "good faith". See Nev. Rev. Stat. § 17.245. If a good
9 faith settlement is reached, it provides the tortfeasor with "an
10 affirmative defense to any claims for contribution by another
11 joint tortfeasor found liable for damages to plaintiff." In re
12 MGM Hotel Fir Litig., 570 F. Supp. 913, 927 (D. Nev. 1983).
13 However. The statute gives "little guidance" in determining what
14 constitutes good faith. Veliscol Chem. Corp. v. Davidson, 107
15 Nev. 356, 357, 811 P.2d 561, 562 (1991) (per curiam).

16 As a result, courts apply the following factors when
17 determining whether a settlement satisfies Section 17.245's good
18 faith requirement: (1) the amount paid in settlement; (2) the
19 allocation of the settlement proceeds among Plaintiff's; 3() the
20 insurance policy limits of settling Defendants; (4) the
21 financial condition of settling Defendants; (5) the existence of
22 collusion, fraud or tortuous conduct aimed to injure the
23 interests of non-settling Defendants. In re MGM Hotel Fir
24 Litig., 570 F. Supp. at 927 (citing River Garden Farms, Inc v.
Superior Court for Cnty. Of Yolo, 26 Cal.App. 3d 986, 996, 103

1 Cal. Rptr. 498, 505 (1972))

2 The trial Court has discretion to determine whether a
3 settlement has been made in good faith. In re MGM Hotel Fir
4 Litig., 570 F. Supp. 913, 927. A settling defendant bears the
5 burden of proving the settlement was in good faith. Doctors Co.
6 v. Vincent, 120 Nev. 644, 650-53, 98 P.3d 681, 685-87 (2004).

7 **B. The Settlement is in Good Faith and the Good-Faith**
8 **Requirement is Satisfied**

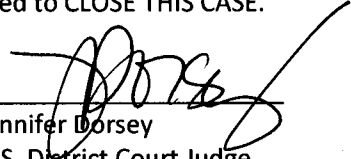
9 Defendant Carol M. Douglass' good faith motion satisfies
10 the requirement for the following reasons: First, the settlement
11 is the result of extensive arm's length negotiations and
12 consideration of all facts and circumstances available at both a
13 private mediation by an independent mediation and between
14 Plaintiff and Defendant Douglass. Second, the price paid for
15 the settlement reflects the parties consideration of relative
16 liability and the strengths and weaknesses of the respective
17 claims and defenses. Third, the insurance policy limits of
18 settling defendants are not relevant due to Defendant Chrysler
19 already having settled out on this case and an agreement by
20 Plaintiff to settle with Defendant Douglass for less than her
21 policy limits. Fourth, the financial condition of Defendant
22 Douglass is not relevant because the parties agreed to settle
23 for less than Defendant Douglass' policy limits based upon a
24 fair evaluation of the potential exposure Defendant Douglass has
to the Plaintiff. Fifth, the based on the motion before the

1 Court, the settlement is not the product of collusion, fraud or
2 tortuous conduct.

3 The thirty-five thousand dollars (\$35,000) offered for the
4 settlement, based on the facts available, appears reasonable and
5 to be within the reasonable range of the settling defendant's
6 proportionate share of the comparative liability for the
7 Plaintiff's injuries and damages. Based upon these findings,
8 the Court hereby Orders that the proposed settlement between
9 Defendant Carol M. Douglass and Plaintiff is in good faith in
10 accordance with NRS 17.245 and this Court Orders that any
11 further claims against Defendant Carol M. Douglass for
12 contribution or equitable indemnity are hereby barred.

13 DATED this 15th day of August, 2016.

14 IT IS SO ORDERED; the Clerk of Court is directed to CLOSE THIS CASE.

15
16 Respectfully Submitted: 
Jennifer Dorsey
U.S. District Court Judge

17 **RANALLI ZANIEL FOWLER & MORAN, LLC**

18 /s/ George M. Ranalli
19 **GEORGE M. RANALLI, ESQ.**
Nevada Bar No. 5748
20 **ERNEST MP MORAN, ESQ.**
Nevada Bar No. 010934
21 2400 W. Horizon Ridge Parkway
Henderson, Nevada 89052
22 *Attorney for Defendant/*
Cross-Claimant,
23 CAROL M. DOUGLASS

24