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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**
10

11 MATTHEW CIRRINICIONE, a minor, by and
through THOMAS CIRRINICIONE his natural
12 parent and guardian,

13 Plaintiff,

14 v.

15 TSLV, LLC, a Foreign Limited-Liability Company,
dba TOWN SQUARE LAS VEGAS; BARBARA
16 BUTLER ARTIST-BUILDER, INC.. a California
corporation; GLOBAL PACIFIC
17 CONSTRUCTION, INC., a Nevada corporation;
DOES 1 through 10; and ROE BUSINESS
18 ENTITIES 1 through 10, inclusive,

19 Defendants.

20 TSLV LLC, a Foreign Limited-Liability Company,
21 dba TOWN SQUARE LAS VEGAS,

22 Third-Party Plaintiff.

23 vs

24 BARBARA BUTLER ARTIST BUILDER, INC., a
California Corporation; GLOBAL PACIFIC
25 CONSTRUCTION, INC., a Nevada corporation,
DOE INDIVIDUALA I-X; and ROE BUSINESS
26 ENTITIES I-X, inclusive

27 Third-Party Defendants.
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Case No.: 2:16-cv-01030

**ORDER GRANTING
DEFENDANT TSLV LLC'S MOTION FOR
GOOD FAITH SETTLEMENT
DETERMINATION [DKT. 60]**

1 **ORDER GRANTING DEFENDANT TSLV, LLC'S MOTION FOR GOOD**
2 **FAITH SETTLEMENT DETERMINATION [DKT. 60]**

3 Before the Court is Defendant, TSLV LLC's (hereinafter "TSLV") Motion for Good Faith
4 Settlement Determination [Dkt. 60]. No Opposition to the Motion was filed by any party and TSLV
5 filed a Notice of Parties' Non-Opposition to Defendant's Motion for Good Faith Settlement [Dkt. 64].
6 A hearing was held on the Motion on July 7, 2017, and in attendance was April R. Bradshaw, Esq. of
7 LORBER, GREENFIELD & POLITO, LLP on behalf of TSLV. No other parties were present.

8 NRS 17.245 was enacted to encourage settlements by discharging all liability for equitable
9 indemnity and contribution by a settling tortfeasor to others upon a finding that the settlement was
10 entered in good faith. *See, In re MGM Grand Hotel Fire Litigation*, 570 F. Supp. 913, 926 (D. Nev.
11 1983)(interpreting Nevada state law). The determination of good faith settlement is left to the discretion
12 of the Court based upon all relevant facts. *See, Velsicol Chemical Corp. v. Davidson*, 811 P.2d 561, 563
13 (Nev. 1991). NRS 17.245 provides:

14 1. When a release or covenant not to sue or not to enforce judgment is
15 given in good faith to one of two or more persons liable in tort for the
16 same injury or the same wrongful death:

17 (a) It does not discharge any of the other tortfeasors from liability
18 for the injury or wrongful death unless its terms so provide, but it
19 reduces the claim against the others to the extent of any amount
20 stipulated by the release or the covenant, or in the amount of the
21 consideration paid for it, whichever is the greater; and

22 (b) It discharges the tortfeasor to whom it is given from all liability
23 for contribution and for equitable indemnity to any other tortfeasor.

24 2. As used in this section, "equitable indemnity" means a right of
25 indemnity that is created by the court rather than expressly provided for in
26 a written agreement.

27 The Nevada Supreme Court utilized the following factors established in *In re MGM Grand Hotel*
28 *Fire Litigation* to determine whether a settlement was reached in good faith:

...the amount paid in settlement, the allocation of the settlement proceeds
among Plaintiffs, the insurance policy limits of settling Defendants, and
the existence of collusion, fraud, or tortious conduct aimed to injure the
interests of the non-settling Defendants.

In re MGM Grand Hotel Fire Litigation, 570 F. Supp. 913, 927 (D. Nev. 1983).

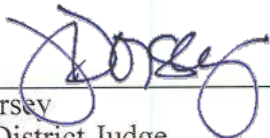
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1 Plaintiff and TSLV have entered into a settlement agreement. Having considered the arguments
2 stated by TSLV and applying the five *MGM* factors, the Court finds that the settlement is entered in
3 good faith pursuant to NRS 17.245.

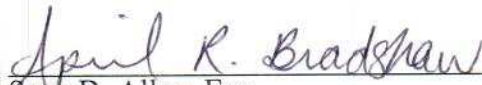
4 **IT IS HEREBY ORDERED** that TSLV LLC's Motion for Good Faith Settlement
5 Determination [Dkt. 60] is **GRANTED**.

6 The settlement between Plaintiff Matthew Cirrinicione, a minor by and through Thomas
7 Cirrinicione, his natural parent and guardian, and TSLV LLC is a good faith settlement pursuant to NRS
8 17.245 and other applicable provisions of NRS Chapter 17.

9 DATED this 10 day of July, 2017.

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12 _____
Jennifer A. Dorsey
United States District Judge

13 Respectfully submitted by:

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15 
16 _____
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