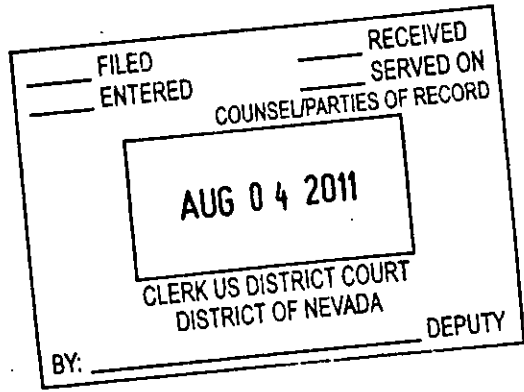


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Greater Nevada Builders, and Steven F.
Campoy, individually



**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CASE NO. 3:08-cv-00246

JUDY KROSHUS, PATRICIA REINSMA, BERT REINSMA, DENNIS MORELLI, MARCIA MORELLI, W.R. WARN, ROLAINIE WARN, RICHARD MEPPEN, DOUGLAS DAVIS, RAMONA DAVIS, JAMES CRUTCHER, BRANDY CRUTCHER, WESLEY McKNIGHT, KATHY McKNIGHT, DAVID STEPHAN, LINDA STEPHAN, PATRICK DOYLE, LORI DOYLE, TOM W. COOK II, KATHLEEN M. COOK, WILLIAM K. DAVIS, DIANE R. DAVIS, MICHAEL JONES, KILITA JONES, MANFRED JURGEIT, JEANIE JURGEIT, ESTHER LEVINE, CRISTINA PEREZ, H. LANE ROSE, II, DEBORAH SUE ROSE, MICHAEL TEETER, BRUCE E. NAGEL, JEANNETTE M. NAGEL, WILLIAM ADAMSON, SHARON ADAMSON, DARYL R. GROVER, JR., BARBARA SPECCHIO, JOSEPH SPECCHIO, WESLEY STALIONS, RUSSELL LANCE PUCKETT, JEREMY GOTTLIEB, AMANDA BAILIE, THOMAS W. BAILIE, JR., MELISSA NEFF, JOSEPH NEFF, DAVID M. TRIPP, VIRGINIA TRIPP, EVERETT A. CIRIO, JOHNE. DOHM, DONNA L. DOHM, ADRIAN NORIEGA, MARY NORIEGA, MELANIE McADAM, HILLARY McADAM, ROBERT McADAM, STEVIE STAUBS, RANDALL STAUBS, RHONDA SHIELDS, DAVID SHIELDS, TRAVIS PATTERSON, JENNIFER PATTERSON, DAVID C. MARSHALL, STEVE BRONAUGH, JENNIFER BRONAUGH, JIMMIE REED, TERESA REED, MICHAEL A. HUMPHREY, PAMELA MARY DOERR, DEREK TAYLOR, JENNIFER TAYLOR, ANGELA DANIEL, WILLIAM T. DANIEL, JOHN LINDENMEIER, LEO LINDENMEIER, NANCY LINDENMEIER, EDWARD J. STEVENS, CONNIE J. STEVENS, ROSEMARY HIGGINS, JANET CHAPMAN, SCOTT CHAPMAN, JUSTIN KNOW, CHERIE KNOX, DAN LAWSON, LORRAINE LAWSON, BRANDON KNAPP, TRACY KNAPP, LESLIE LEVERETT, CHARLES TANG CHAL YANG PRESNELL, LEROY MARX, JASON E. MARICH, GARY R. MEIKLE, CARMEN MEIKLE, KRISTOPHER BROWN, ANNETTE BROWN, JOHN CAULK, MARTINIQUE CAULK, KIM JAMES, DEBORAH SUE ROSE, JENNIFER VAUGHN, WARREN GRAY, BARBARA GRAY, JULIE LANE, AND BARBARA WILSON, on behalf

**ORDER GRANTING MOTION FOR
GOOD FAITH SETTLEMENT
DETERMINATION AND DISMISSAL
OF CLAIMS**

Kroshus et al v. United States of America et al

1 of themselves and all other persons similarly
2 situated,

3 Plaintiffs,

4 vs.

5 UNITED STATES OF AMERICA, DEPARTMENT
6 OF THE INTERIOR through its BUREAU OF
7 RECLAMATION, MID-PACIFIC REGION,
8 CARSON CITY OFFICE, KEN SALAZAR,
9 Secretary of the Interior, KENNETH PARR
10 DIRECTOR, CARSON CITY OFFICE OF THE
11 BUREAU OF RECLAMATION, TRUCKEE-
12 CARSON IRRIGATION DISTRICT, DAVID P.
13 OVERVOLD, and GARY STONE, TRUCKEE
14 RIVER FEDERAL WATER MASTER,

15 Defendants.

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**ORDER GRANTING MOTION FOR GOOD FAITH
SETTLEMENT DETERMINATION AND DISMISSAL OF CLAIMS**

Based on Motion made by Greater Nevada Builders and Steven F. Campoy, individually and dba Steven F. Campoy General Contractors, (collectively "GNB"), by and through their attorneys, Robison, Belaustegui, Sharp & Low, upon the papers and pleadings on file in this matter, and the hearing held thereon, the Court now enters its findings of facts, conclusions of law and judgment as follows:

1. This case arises from a breach of the Truckee Canal in Lyon County, Nevada on January 5, 2008.

2. Numerous Complaints for Damages and numerous claims were filed in State and Federal Courts against various parties, including GNB in the various cases related to the Fernley flood of January 5, 2008. The parties to this action are set forth in the caption and have been identified in the pleadings on file in the above-captioned matter.

3. Plaintiffs and various parties claim that they suffered damages resulting from the flood waters that came from the breach of the Truckee Canal on

1 January 5, 2008.

2 4. Plaintiffs and various parties allege that the January 5, 2008 flood in
3 Fernley was due to the inadequate maintenance and operation of the Canal, among
4 other reasons. They further assert that the flood consequences were "exacerbated"
5 by the City of Fernley and the County of Lyon because of "intentional indifference" to
6 requiring the contractors and builders of the residential subdivision to construct
7 infrastructure that would minimize the damage caused by flooding in the event the
8 flood waters entered the subdivision where Plaintiffs' homes were located.

9
10 5. Plaintiffs also assert that the flood consequences were exacerbated by
11 the "errors and omissions" in constructing various elements, including Rolling
12 Meadows subdivision improvements, houses, Jenny's Lane crossing and the
13 "Knuckle" at Wrangler Road and Wagon Wheel, committed by the Defendants, as
14 well as allegations of misrepresentations made on the sale of Rolling Meadows
15 properties.
16

17
18 6. GNB has also sued numerous parties as identified in the moving
19 papers, pleadings and caption.

20 7. Various parties have sued GNB in this and/or other actions as
21 identified in the moving papers, pleadings, and caption on the theories of negligence,
22 contribution and indemnity.
23

24 8. It is alleged that GNB was the developer and general contractor of
25 Rolling Meadows, involved in the Jenny's Lane crossing and the "Knuckle" at
26 Wrangler Road and Wagon Wheel and that GNB was at least partially responsible for
27 alleged defects in the Rolling Meadows subdivision. It is also alleged that
28

1 misrepresentations were made when the Rolling Meadows properties were sold.

2 9. GNB claims it never had any active role as the developer or general
3 contractor of Rolling Meadows or the other improvements and instead was simply the
4 home builder. It is agreed that GNB built the houses in the development. However,
5 Plaintiffs and other parties allege, despite GNB's position, that GNB did more. There
6 is a dispute as to whether GNB has any liability for Plaintiffs' damages.
7

8 10. An amicable global settlement of this matter has been reached among
9 the Plaintiffs and most parties to this case.

10 11. The Settlement Agreement essentially provides that GNB shall
11 collectively pay the sum of \$375,000.00 in exchange for a complete release from the
12 instant action and all pending actions as listed in GNB's Motion For Good Faith
13 Settlement Determination.
14

15 12. Neither Greater Nevada Builders nor Steven Campoy had insurance
16 that would provide coverage for any of the pending actions.
17

18 13. GNB has significantly lessened its business activities and thus has no
19 regular source of income from which to make any future payments. Without a source
20 of income, GNB's defense of these pending actions dissipates the limited pool of
21 funds available for settlement of these lawsuits.
22

23 14. The amount paid by GNB will be allocated to the Rony class pursuant
24 to calculations to which GNB was not in privy, but the sum paid is in consideration
25 for the global settlement of all claims.

26 15. GNB actions were those of a house builder and as such were more
27 passive than most other Defendants, thus undermining any claims for indemnity.
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16. There is no evidence or allegation that this settlement is fraudulently, collusively or tortiously aimed at injuring non-settling Defendants.

17. The Court grants approval for the Global Settlement Agreement.

18. The Court finds that the settlement agreement is made in good faith;

~~and~~

~~19. The matter is dismissed with prejudice as to all claims against Greater Nevada Builders, Inc. and Steven F. Campoy, individually and dba Steven F. Campoy General Contracting, each party to pay their own costs and fees.~~

IT IS SO ORDERED.

DATED: August 4, 2011.


UNITED STATES MAGISTRATE JUDGE