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Attorneys for Defendant
KEYSTONE REALTY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JUDY KROSHUS, et al.,)	CASE NO.: 3:08-cv-00246-LDG-RAM
)	
Plaintiff,)	CASE NO.: 3:09-cv-00713-RCJ-RAM
)	
v.)	
)	ORDER GRANTING DEFENDANT
UNITED STATES OF AMERICA,)	KEYSTONE REALTY'S MOTION
DEPARTMENT OF THE INTERIOR, et al.,)	FOR DETERMINATION OF GOOD
)	FAITH SETTLEMENT
Defendants.)	
)	
)	
)	

Defendant, KEYSTONE REALTY, by and through its attorneys, FARMER CASE HACK & FEDOR, having received no opposition to its (Document No. 640) Motion for Determination of Good Faith Settlement and having made no appearance as a result, and the Court having considered the papers and pleadings on file herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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1 1. The Court has considered the factors discussed in *The Doctors Co. v. Vincent*, 120
2 Nev. 644, at 652, 98 P.3d 681, at 687 (2004).

3 2. The Court has considered the factors discussed in *MGM Grand Hotel Fire*, 570
4 F.Supp. 913 (D.Nev. 1983).

5 3. The Court has considered the settlement amount of \$60,000.00 between Plaintiffs
6 and Defendant KEYSTONE REALTY, which is to be paid from insurance funds. The Court
7 finds that the settlement amount is reasonable and sufficient.

8 4. The Court has considered the damages claimed by Plaintiffs, and it has considered
9 the risks of proceeding on both sides. The Court finds that there is a strong potential that
10 Defendant KEYSTONE REALTY would be able to prevail against the Plaintiffs' claims
11 pursuant to NRS Chapter 645.

12 5. The Court has considered whether there was collusion or fraud relating to the
13 settlement. The Court has considered whether there was collusion or fraud relating to the
14 settlement. The Court finds that there was no collusion or fraud relating to the settlement
15 between Plaintiffs and Defendant KEYSTONE REALTY. The settlement amount was
16 determines through an arms length negotiation.

17 6. The Court has considered the financial condition of the settling defendants and the
18 insurance coverage of the settling defendant. Defendant KEYSTONE REALTY is insured and
19 the insurance is sufficient to cover the settlement. The Court finds that the settlement amount
20 reasonable and sufficient in light of Defendant KEYSTONE REALTY's insurance coverage.

21 7. The Court has considered the strength and weaknesses of potential indemnity and
22 contribution claims. The Court hold that Defendant KEYSTONE REALTY would be able to
23 show that they did not have active fault. The Court finds that potential claims for contribution
24 and equitable indemnity do not weigh in favor of denying good faith.

25 8. The settlement agreement between Plaintiffs and Defendant KEYSTONE
26 REALTY satisfies the factors set forth in *The Doctors Co. v. Vincent*, 120 Nev. 644, at 652, 98
27 P.3d 681, at 687 (2004) and *MGM Grand Hotel Fire*, 570 F.Supp. 913 (D.Nev. 1983).

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9. The settlement agreement between Plaintiffs and Defendant KEYSTONE REALTY was entered into in good faith.

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10. No opposition, written or oral, was received to Defendant KEYSTONE REALTY's Motion for Determination of Good Faith Settlement.

11. Defendant KEYSTONE REALTY's Motion for Determination of Good Faith Settlement is hereby granted in its entirety.

12. All claims, whether known or unknown, against Defendant KEYSTONE REALTY for contribution and/or equitable indemnity are hereby extinguished pursuant to NRS 17.245.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Defendant KEYSTONE REALTY's Motion for Determination of Good Faith Settlement is hereby GRANTED, each part to bear its own attorney fees and costs;

2. All claim, whether known or unknown, against Defendant KEYSTONE REALTY for contribution and/or equitable indemnity are hereby extinguished.

Dated this 11 day of May, 2012

UNITED STATES DISTRICT COURT JUDGE

1 Respectfully submitted by:

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3 **FARMER CASE HACK & FEDOR**
4 By:

5 Date:

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