

1 Thomas M. Donnelly (State Bar No. 136546)
 tmdonnelly@jonesday.com
 2 David C. Kiernan (State Bar No. 215335)
 dkiernan@jonesday.com
 3 James L. Mink (State Bar No. 219267)
 jlmink@jonesday.com
 4 JONES DAY
 555 California Street, 26th Floor
 5 San Francisco, CA 94104-1500
 Telephone: (415) 626-3939
 6 Facsimile: (415) 875-5700

7 Attorneys for Defendants
 HELLMAN TRUSTEES

8
 9 UNITED STATES DISTRICT COURT
 10 EASTERN DISTRICT OF CALIFORNIA

11 ADOBE LUMBER, INC., a California
 12 corporation,

13 Plaintiff,

14 v.

15 F. WARREN HELLMAN and WELLS
 16 FARGO BANK, N.A., as Trustees of Trust A
 created by the Estate of Marco Hellman;
 17 F. WARREN HELLMAN as Trustee of
 Trust B created by the Estate of Marco
 Hellman; THE ESTATE OF MARCO
 18 HELLMAN, DECEASED; WOODLAND
 SHOPPING CENTER, a limited partnership;
 19 JOSEPH MONTALVO, an individual;
 HAROLD TAECKER, an individual;
 20 GERALDINE TAECKER, an individual;
 HOYT CORPORATION, a Massachusetts
 21 corporation; PPG INDUSTRIES, INC., a
 Pennsylvania corporation; OCCIDENTAL
 22 CHEMICAL CORPORATION, a New York
 corporation; CITY OF WOODLAND; and
 23 ECHCO SALES & EQUIPMENT CO.,

24 Defendants.

25
 26 AND RELATED COUNTERCLAIMS,
 CROSS-CLAIMS AND THIRD-PARTY
 27 COMPLAINTS

Case No.: 2:05-CV-01510-WBS-EFB

**ORDER GRANTING MOTION FOR
 APPROVAL OF SETTLEMENT AND
 ORDER BARRING CONTRIBUTION
 CLAIMS**

Date: February 1, 2010
 Time: 2:00 p.m.
 Courtroom: No. 5, 14th Floor
 Judge: Hon. William B. Shubb

1 The Court has considered the Motion of defendants F. WARREN HELLMAN and
2 WELLS FARGO BANK, N.A., as Trustees of Trust A created by the Estate of Marco Hellman,
3 and F. WARREN HELLMAN, as Trustee of Trust B created by the Estate of Marco Hellman
4 (collectively, the “Hellman Trustees”), for Approval of Settlement and Order Barring
5 Contribution Claims (“Motion”). Having read and considered the Motion and good cause
6 appearing,

7 IT IS HEREBY ORDERED THAT:

8 1. The settlement agreement between the Hellman Trustees, on the one hand, and
9 plaintiff Adobe Lumber, Inc., third-party defendants Joe Rossi, Bill Rossi and Rossi Development,
10 and third-party defendant Channel Lumber Co. (collectively, the “Settling Plaintiffs”), on the
11 other hand, is approved;

12 2. All claims of the Settling Plaintiffs against the Hellman Trustees are dismissed
13 with prejudice;

14 3. All claims of the Hellman Trustees against the Settling Plaintiffs are dismissed
15 with prejudice;

16 4. All claims against the Hellman Trustees by all other parties to this action are
17 dismissed with prejudice;

18 5. All claims by the Hellman Trustees against all other parties to this action are
19 dismissed with prejudice;

20 6. All claims that were or could have been asserted against the Hellman Trustees for
21 contribution or indemnity related to this action or the matters addressed in the settlement
22 agreement are barred, whether such claims are brought pursuant to federal or state law; [and]

23 7. The provisions of the Uniform Comparative Fault Act apply with respect to the
24 effect of the settlement[.] [; and, (if the Court finds that it applies)]

25 8. [The settlement satisfies the requirements of California Code of Civil Procedure
26 § 877.6.]

27 Dated: March 4, 2010



WILLIAM B. SHUBB

UNITED STATES DISTRICT JUDGE