

1 DOWNEY BRAND LLP
 STEVEN H. GOLDBERG (Bar No. 140039)
 2 JENNIFER HARTMAN KING (Bar No. 211313)
 621 Capitol Mall, 18th Floor
 3 Sacramento, CA 95814-4731
 Telephone: (916) 444-1000
 4 Facsimile: (916) 444-2100
 sgoldberg@downeybrand.com
 5 jhking@downeybrand.com

6 Attorneys for Defendants JOSEPH MONTALVO, as
 General Partner of Woodland Shopping Center, a
 7 limited partnership, erroneously sued as an
 individual, and WOODLAND SHOPPING
 8 CENTER, a limited partnership

9
 10 UNITED STATES DISTRICT COURT
 11 EASTERN DISTRICT OF CALIFORNIA

13 ADOBE LUMBER, INC., a California
 Corporation,

14 Plaintiff,

15 v.

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

24 Defendants,

25
 26 AND ALL RELATED ACTIONS.
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Case No. 2:05-CV-01510-WBS-EFB

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

Date: March 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 JOSEPH MONTALVO, as General
2 Partner of Woodland Shopping Center, a limited partnership, erroneously sued as an individual,
3 and WOODLAND SHOPPING CENTER, a limited partnership (collectively, "WSC"), for
4 Approval of Settlement and Order Barring Contribution Claims ("Motion"). Having read and
5 considered the Motion and good cause appearing,

6 IT IS HEREBY ORDERED THAT:

7 1. The settlement agreement between WSC, on the one hand, and plaintiff Adobe
8 Lumber, Inc., third-party defendants Joseph Rossi, Bill Rossi and Rossi Development, and third-
9 party defendant Channel Lumber Co. (collectively, the "Settling Plaintiffs"), on the other hand, is
10 approved;

11 2. All claims of the Settling Plaintiffs against WSC are dismissed with prejudice;

12 3. All claims of WSC against the Settling Plaintiffs are dismissed with prejudice;

13 4. All claims against WSC by all other parties to this action are dismissed with
14 prejudice;

15 5. All claims that were or could have been asserted against WSC for contribution or
16 indemnity that relate to or arise from the matters addressed in the action are barred, whether such
17 claims are brought pursuant to federal or state law; [and]

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

20 7. [The settlement satisfies the requirements of California Code of Civil Procedure
21 section 877.6.]

22 DATED: March 4, 2010

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24 WILLIAM B. SHUBB
25 UNITED STATES DISTRICT JUDGE
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