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12 Attorneys for Third-Party Defendant
 13 ECHCO SALES CO., INC. (erroneously sued herein
 14 as ECHCO SALES AND EQUIPMENT CO., INC.)

15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA

17 ADOBE LUMBER, INC., a
 18 California Corporation,

19 Plaintiff,

20 v.

21 F. WARREN HELLMAN, and
 22 WELLS FARGO BANK, N.A., as
 23 Trustees of Trust A created by the
 24 Estate of Marco Hellman; et al., F.
 25 WARREN HELLMAN as Trustee of
 26 Trust B created by the Estate of
 27 Marco Hellman; THE ESTATE OF
 28 MARCO HELLMAN, DECEASED;
 WOODLAND SHOPPING
 CENTER, a limited partnership;
 JOSEPH MONTALVO, an
 individual; HAROLD TAECKER,
 an individual; GERALDINE
 TAECKER, an individual; HOYT
 CORPORATION, a Massachusetts
 Corporation; PPG INDUSTRIES,
 INC., a Pennsylvania Corporation;
 OCCIDENTAL CHEMICAL
 CORPORATION, a New York
 Corporation; CITY OF
 WOODLAND; and ECHO SALES
 & EQUIPMENT CO.,

Defendants.

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

**ORDER GRANTING ECHCO SALES CO.,
 INC.'S MOTION FOR ORDER
 APPROVING SETTLEMENT AND
 BARRING CLAIMS**

Date: March 1, 2010
 Time: 2:00 p.m.
 Judge: William B. Shubb
 Courtroom: 5, 14th Floor

1 **AND RELATED CROSS-CLAIMS**

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3 The motion for approval of the settlement and barring claims against the following settling
4 party-defendants:

5 (1) **Echco Sales & Co., Inc.; and**

6 (2) **Plaintiff Adobe Lumber; Channel Lumber; and Rossi Development,**

7 which was filed by Third-Party Defendant ECHCO SALES & CO., INC. (“Echco”) was heard by
8 this Court.

9 After considering the moving papers and any responses thereto and the record as a whole,
10 the Court finds that the settlement as embodied in the Settlement Agreement set forth as Exhibit
11 A hereto was made in good faith and is fair, reasonable and consistent with the purposes of the
12 Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42
13 U.S.C. § 9601, *et seq.*

14 The matter having been briefed, argued and submitted for decision, and good cause
15 appearing,

16 IT IS HEREBY ORDERED that the motion is granted, and IT IS FURTHER ORDERED
17 that:

18 1. The Settlement Agreement attached as Exhibit 1 hereto is hereby approved as a
19 good faith settlement.

20 2. Section 6 of the Uniform Comparative Fault Act, 12 U.L.A. 147 (1996), in
21 pertinent part, is hereby adopted as the federal common law in this case for the purposes of
22 determining the legal effect of the Settlement Agreement.

23 3. The Court further finds and determines that the Settlement Agreement has been
24 entered into in good faith within the meaning of *California Code of Civil Procedure* § 877.6.

25 4. Pursuant to UCFA § 6 and the *California Code of Civil Procedure* § 877.6, any
26 and all claims against the settling defendant arising out of the matters asserted in this action or
27 addressed in the Settlement Agreement, regardless of when asserted or by whom, are barred.

28 Such claims are barred regardless of whether they are brought pursuant to CERCLA 42 U.S.C. §


1 9601, *et seq.*, or pursuant to other federal or state law.

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3 Dated: March 4, 2010

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WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE

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