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7 Special Service Contractors, Inc.

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 GCUBE INSURANCE SERVICES, INC., a  
11 California Corporation

12 Plaintiff,

13 v.

14 LINDSAY CORPORATION, a Delaware  
15 corporation, and DOES 1 through 10,  
16 inclusive,

17 Defendants.

Case No.: 2:12-cv-01163-WBS-CKD  
**STIPULATION AND [PROPOSED]  
ORDER THAT THE SETTLEMENT  
BETWEEN THIRD PARTY  
DEFENDANT SPECIAL SERVICE  
CONTRACTORS, INC., AND THIRD  
PARTY PLAINTIFF LINDSAY  
CORPORATION IS A GOOD FAITH  
SETTLEMENT PURSUANT TO  
CALIFORNIA CODE OF CIVIL  
PROCEDURE §877.6**

Judge: Hon. William B. Shubb  
Complaint Filed: 4/30/12  
Trial Date: 7/15/14

19 LINDSAY CORPORATION, Third-Party  
20 Plaintiff,

21 v.

22 AREVA SOLAR, INC., AUSRA CA I, LLC  
23 now known as AREVA SOLAR CA I, LLC;  
24 SPECIAL SERVICES CONTRACTORS,  
25 INC; LLOYD W. AUBREY CO., INC.;  
26 MATERIAL INTEGRITY SOLUTIONS,  
27 INC, and ZOES 1 through 50 Inclusive,

28 Third-Party Defendants.

Whereas, Defendant / Third Party Plaintiff LINDSAY CORPORATION has agreed to

1 settle its third party claim against SPECIAL SERVICE CONTRACTORS, INC., in exchange for  
2 payment by or on behalf of SPECIAL SERVICE CONTRACTORS, INC., to LINDSAY  
3 CORPORATION in the total amount of \$50,000.

4 By and through its counsel of record, each remaining party in this litigation hereby  
5 stipulates that this settlement is a "Good Faith Settlement" as that term is used in California Code  
6 of Civil Procedure § 877.6 and that by this settlement all further claims against SPECIAL  
7 SERVICE CONTRACTORS, INC., for equitable or comparative contribution, indemnity, partial  
8 or comparative indemnity, comparative negligence or comparative fault are barred. The parties  
9 hereby agree this stipulation may be executed in counterparts by way of original, electronic  
10 and/or facsimile signatures.

11 IT IS SO STIPULATED.

12 DATED: April 9, 2014.

13 STOEL RIVES, LLP

14 By: /s/ Jonathan A. Miles  
15 Jonathan A. Miles, Esq.  
16 Attorneys for Plaintiff  
GCube Insurance Services, Inc.

17 DATED: April 2, 2014.

18 SCHAFFER, LAX, MCNAUGHTON & CHEN

19 By: /s/ Jill A. Franklin  
20 Jill A. Franklin, Esq.  
21 Attorneys for Defendant and Third Party  
22 Plaintiff Lindsay Corporation

23 DATED: April 8, 2014.

24 PORTER SCOTT

25 By: /s/ Timothy M. Blaine  
26 Timothy M. Blaine, Esq.  
27 Clayton T. Cook, Esq.  
28 Attorneys for Third Party Defendant  
Project Assistance Corporation (successor in  
interest to Material Integrity Solutions)

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DATED: April 9, 2014.

RESNICK & LOUIS, P.C.

By /s/ Brian A. Gonsalves


BRIAN A. GONSALVES, ESQ.  
Attorneys for Third Party Defendant  
Special Service Contractors, Inc.

**ORDER**

All Parties having stipulated for an order determining the good faith of the settlement between Third Party Plaintiff Lindsay Corporation and Third Party Defendant Special Service Contractors, Inc., pursuant to California Code of Civil Procedure § 877.6, the court finds and orders as follows:

There appearing to the satisfaction of the court that the settlement between Third Party Plaintiff Lindsay Corporation on one hand, and Third Party Defendant Special Service Contractors, Inc., on the other hand, is a good faith settlement within the meaning and effect of California Code of Civil Procedure § 877.6. Accordingly, all further claims against Special Service Contractors, Inc., for equitable or comparative contribution, indemnity, partial or comparative indemnity, comparative negligence or comparative fault are barred.

Dated: April 10, 2014

  
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WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE