

United States District Court
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CITY OF EMERYVILLE and the
EMERYVILLE REDEVELOPMENT
AGENCY,

No. C 99-03719 WHA

Plaintiffs,

**ORDER RE PENDING MOTION TO
ENFORCE SETTLEMENT
AGREEMENT**

v.

ELEMENTIS PIGMENTS, INC., et al.,

Defendants.

This action was filed on August 4, 1999, by the City of Emeryville and the Emeryville
Redevelopment Agency alleging that defendant Sherwin-Williams (as well as others)
contaminated a parcel of land at 4560-5500 Shellmound Street ("Site A"). After prolonged
litigation, the parties entered into a settlement agreement whereby plaintiffs released claims
against Sherwin-Williams. The settlement agreement further provided that Sherwin-Williams
was "entitled to protection from contribution and/or indemnity claims pursuant to federal and
state law" (Wick. Decl. Exh. B). On May 1, 2006, the ERA filed a state-court action
alleging that certain parties contaminated a parcel of land directly to the north of Site A.
Sherwin-Williams was one of the named defendants in the state-court action. The other
defendants, each denying liability, have filed cross-claims against each other seeking indemnity
and/or contribution. Sherwin-Williams now moves to enforce the settlement agreement,
including the contribution provision. Two of the defendants in the state-court action (who are

1 not parties to this case) have sent letters to the Court. One letter indicates a desire to intervene in
2 this action. Accordingly, the Court will give **TWENTY CALENDER DAYS** for any party to file a
3 motion to intervene and to file a response to the pending motion to enforce the settlement
4 agreement. The hearing on Sherwin-Williams' motion is hereby **VACATED** and rescheduled for
5 **OCTOBER 16, 2008, AT 8AM.**

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7 **IT IS SO ORDERED.**

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9 Dated: September 19, 2008.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE