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 CITY OF ANTIOCH

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN FRANCISCO DIVISION

11 SPPI-SOMERSVILLE INC., and
 SOMERSVILLE-GENTRY, INC.,

12 Plaintiffs,

13 v.

14 TRC COMPANIES, INC., GBF
 15 HOLDINGS, LLC., et al.

16 Defendants.

CASE NO. C 04-2648 SI

(Consolidated with Case No. 07-05824 SI)

**[PROPOSED] ORDER RE GOOD FAITH
 SETTLEMENT**

Date: September 22, 2009
 Time: 11:00 A.M.
 Dept: Courtroom 10
 Judge: Honorable Susan Illston

17 SPPI-SOMERSVILLE INC., and
 18 SOMERSVILLE-GENTRY, INC.,

19 Plaintiffs,

v.

20 CHEVRON U.S.A., INC., as successor to
 21 STANDARD OIL OF CALIFORNIA,
 INC.,

22 Defendants.

23 AND RELATED THIRD-PARTY
 24 ACTIONS



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[PROPOSED] ORDER RE GOOD FAITH SETTLEMENT

The Motion for Approval of Good Faith Settlement filed by defendant The City of Antioch (Antioch) and supported by SPPI-Somersville, Inc., and Somersville-Gentry, Inc., (collectively Plaintiffs) in the above-captioned matter was heard by this Court on September 22, 2009 at 11:00 a.m.

After considering the moving papers and responses thereto and the record as a whole, the Court finds that the settlement as embodied in the Settlement Agreement (Agreement) between and the Plaintiffs and Antioch was made in good faith, is fair and reasonable under the Uniform Comparative Fault Act and the California Code of Civil Procedure sections 877 and 877.6 and consistent with the purposes of the Comprehensive Environmental Response, Compensation and Liability Act. 42 U.S.C. sections 9601 et seq.

WHEREFORE, it ordered that:

1. The Agreement between Plaintiffs and Antioch is approved as a Good Faith Settlement as provided for in the Agreement.
2. All pending claims of Plaintiffs against Antioch and Antioch against Plaintiffs shall be dismissed with prejudice pursuant to the terms of the Agreement.
3. All claims for contribution, indemnity or any equitable based claims under state or federal law asserted against Antioch by any other party to the litigation or third-parties regarding matters addressed in the Agreement are barred. *United States v. Western Processing Co.* 756 F.Supp. 1424 (W.D. WA 1990). Cal. Code of Civil Procedure sections 877 and 877.6.
4. The provisions of the Uniform Comparative Fault Act (UCFA) shall apply as to all claims asserted in this matter. *United States v. Western Processing Co.*, 756 F.Supp. 1424 (W.D. WA 1990); *United States v. Pretty Products, Inc.* 780 F.Supp. 1488 (S.D. Ohio 1991). The provisions and protections afforded by the California Code of Civil Procedure sections 877 and 877.6 shall apply as to the affect of this settlement.

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1 5. The parties to the Agreement are to bear their own costs, expenses and attorneys
2 fees with respect to the filing of the Motion and any appeal thereof.

3 **IT IS SO ORDERED**

4 DATED: September _____, 2009



The Honorable Susan Illston
United States District Judge