

1 NOEL EDLIN (SBN 107796)  
 nedlin@behblaw.com  
 2 FARHEENA A. HABIB (SBN 243405)  
 fhabib@behblaw.com  
 3 BASSI, EDLIN, HUIE & BLUM LLP  
 500 Washington Street, Suite 700  
 4 San Francisco, CA 94111  
 Telephone: (415) 397-9006  
 5 Facsimile: (415) 397-1339

6 Attorneys for MICHAEL R. NEELY, PERRY J. NEELY & GARY NEELY,  
 INDIVIDUALLY & dba MIKE'S ONE HOUR CLEANERS

7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

11 PALMTREE ACQUISITION  
 CORPORATION, a Delaware Corporation,

13 Plaintiffs,

14 vs.

15 MICHAEL R. NEELY, an individual; PERRY )  
 J. NEELY, an individual; GARY NEELY, an )  
 16 individual; MICHAEL R. NEELY, PERRY J. )  
 NEELY and GARY NEELY dba MIKE'S )  
 17 ONE HOUR CLEANERS; CHARLES )  
 FREDERICK HARTZ dba PAUL'S )  
 18 SPARKLE CLEANERS, CHARLES F. )  
 HARTZ, an individual; MULTIMATIC )  
 19 CORPORATION, a New Jersey corporation; )  
 WESTERN STATE DESIGN, a California )  
 20 Corporation; MCCORDUCK PROPERTIES )  
 LIVERMORE, LLC, a Delaware limited )  
 21 liability company individually and as the )  
 successor to JOHN MCCORDUCK, )  
 22 KATHLEEN MCCORDUCK, PAMELA )  
 MCCORDUCK, SANDRA MCCORDUCK )  
 23 MARONA, and IMA FINANCIAL )  
 CORPORATION, a California corporation; )  
 24 STARK INVESTMENT COMPANY, a )  
 California general partnership; GRUBB & )  
 25 ELLIS REALTY INCOME TRUST, )  
 LIQUIDATING TRUST, a California trust; )  
 26 and DOES 1-20, inclusive,

27 Defendants.

) Case No.: CV 08 3168 EMC  
 ) [Hon. Edward M. Chen]

) **JOINT STIPULATION OF GOOD FAITH**  
 ) **SETTLEMENT AND [PROPOSED]**  
 ) **ORDER THEREON**

) ACTION FILED: July 1, 2008  
 ) TRIAL DATE: None Set

589042

1 **INTRODUCTION**

2 This Stipulation for Order Determining Good Faith of Settlement (the “Stipulation”) is  
3 entered into by the following parties (collectively, the “Parties”):

4 (i.) Michael R. Neely, an individual; Perry J. Neely, an individual; and Gary Neely,  
5 an individual; and Michael R. Neely, Perry J. Neely and Gary Neely, dba Mike’s One Hour  
6 Cleaners (collectively, “Neelys”) by and through their counsel of record Bassi Edlin Huie &  
7 Blum LLP;

8 (ii.) The Kirrberg Corporation f/k/a Multimatic Corporation (“Multimatic”) by and  
9 through its counsel of record Dongell Lawrence Finney, LLP;

10 (iii.) Western States Design, a California corporation (“Western”) by and through its  
11 counsel of record Foley McIntosh Frey & Claytor;

12 (iv.) Charles F. Hartz, an individual and Charles F. Hartz, dba Paul’s Sparkle Cleaners  
13 (“Hartz”) by and through his counsel of record Rogers Joseph O’Donnell;

14 (v.) Stark Investment Company, a California limited partnership, and Fortney H. Stark  
15 an individual (collectively, “Stark”) by and through their counsel of record Gonsalves &  
16 Kozachenko;

17 (vi.) McCorduck Properties Livermore, LLC, a Delaware limited liability company  
18 (“McCorduck Properties”) by and through its counsel of record Gordon Watrous Ryan Langley  
19 Bruno & Paltenghi Inc. and Castellon and Funderburk, LLP;

20 (vii.) John McCorduck, an individual; Kathleen McCorduck, an individual; Pamela  
21 McCorduck, an individual; and Sandra McCorduck Marona an individual (collectively,  
22 “McCorducks”) by and through their counsel of record Gordon Watrous Ryan Langley Bruno &  
23 Paltenghi Inc. and Castellon and Funderburk, LLP;

24 (viii.) IMA Financial Corporation, a California corporation (“IMA”) by and through its  
25 counsel of record Stanzler Law Group LLC;

26 (ix.) Palmtree Acquisition Corporation, a Delaware corporation, f/k/a Catellus  
27 Development Corporation (“Palmtree”) by and through its counsel of record Cox Castle &  
28 Nicholson LLP;

1 (x.) Dorothy Anderson, as an individual and as Trustee of The Anderson Marital Trust  
2 and The Anderson Tax Deferral Trust, both dated February 28, 1979, as amended and restated  
3 August 31, 1994 and the Estate of Walter Anderson, Deceased (collectively, "Anderson") by and  
4 through her counsel of record Paladin Law Group LLP.

5  
6 **RECITALS**

7 **THE 1993 ACTION**

8 A. In 1993, the San Francisco Regional Water Quality Control Board ("RWQCB")  
9 issued Site Cleanup Order No. 93-139 ("SCO 93-139") directing certain parties (including some  
10 of the Parties to this Agreement) to design and implement a remedial action to abate  
11 perchloroethene and its breakdown products ("PCE") contamination in the soil and groundwater  
12 at and in the vicinity of the Livermore Arcade Shopping Center ("LASC") and Miller's Outpost  
13 Shopping Center ("MOSC") in Livermore, California (the "LASC/MOSC Site") to levels  
14 acceptable to the RWQCB. The LASC is identified as parcels with assessor parcel numbers  
15 ("APN") 98-403-19 with street address of 1436-1554 1<sup>st</sup> Street (property tax address of 1410 1<sup>st</sup>  
16 Street), Livermore, California and 98-403-20 with street address of 1412-1424 1<sup>st</sup> Street  
17 (property tax address of 1334 1<sup>st</sup> Street), Livermore, California which has also be referenced at  
18 various times as the Livermore Arcade Shopping Center and now known as Vintner Square  
19 Shopping Center. The MOSC is identified as parcels with A.P.N. numbers 98-290-2-1, 98-290-  
20 2-15, 98-290-2-17 and with a street addresses of 1316-1318 Railroad Avenue and 1332 through  
21 1588 Railroad Avenue in Livermore, California.

22 B. The parties named in SCO 93-139 sought to allocate certain liabilities associated  
23 with the PCE contamination in an action entitled Grubb & Ellis Realty Income Trust v. Catellus  
24 Development Corp., et al., Case No. C93-0383 SBA (N.D. Cal., 1993) (the "1993 Action"). The  
25 parties to the 1993 Action reached a settlement agreement dated February 7, 1994 (the "1994  
26 Settlement"). The District Court approved the settlement and dismissed the 1993 Action on  
27 February 17, 1994.

1 C. Remediation Contractor H+GCL performed remediation activities at the  
2 LASC/MOSC Site. In 1995, at the request of H+GCL, Order No. SCO 93-139 was converted to  
3 a “containment zone” order, Order No. 96-052, which required eventual site closure. H+GCL  
4 failed to obtain site closure.

5 D. In March 2008, the RWQCB directed parties named in Order No. 96-052 to perform  
6 additional work related to the PCE contamination in the deeper groundwater at the LASC/MOSC  
7 Site.

#### 8 THE 2008 ACTION

9 E. Several of the parties to the 1994 Settlement consisting of Palmtree, Neelys,  
10 Multimatic, Western, Hartz, McCorduck Properties, McCorducks, IMA and Stark formed a  
11 group known as the 2008 Group to respond to the 2008 RWQCB directives related to the to the  
12 PCE contamination in the deeper groundwater at the LASC/MOSC Site.

13 F. In July 2008, Palmtree filed an action entitled Palmtree Acquisition Corporation  
14 v. Neely, et al., Case No. 08-CV-3168-EMC (N.D. Cal., 2008) (with all related third party  
15 claims, counterclaims and cross-claims, the “2008 Action”), in which the Parties have actual and  
16 potential claims against one another relating to the allocation of the Parties’ potential liabilities  
17 associated with the PCE contamination of the deeper groundwater.

#### 18 THE NORTHROP GRUMMAN SETTLEMENT

19 G. On July 3, 2010, the Neelys, Multimatic, Western, Stark, Hartz, McCorduck  
20 Properties, McCorducks, IMA and Palmtree entered into a settlement agreement with Northrop  
21 Grumman Systems Corporation (“Northrop”), as the successor in interest to H+GCL. The  
22 settlement was determined to be in good faith by the United States District Court, Northern  
23 District, on October 4, 2010. Under the agreement, Northrop agreed to pay 35% of all Past and  
24 Future Response Costs, as defined thereunder.

#### 25 THE CAL WATER ACTION AND SETTLEMENT

26 H. In May 2008, California Water Service Company (“Cal Water”) filed an action  
27 entitled California Water Service Company v. The Dow Chemical Company, et al., Case No.  
28 CIV 473093 (San Mateo Super. 2008) (“Cal Water Action”). Multimatic was named as one of

1 the defendants in that action, which sought recovery of costs to protect Cal Water drinking water  
2 supply wells contaminated with PCE, including Cal Water well 14, which the RWQCB claims is  
3 in the LASC/MOSC plume.

4  
5 I. The Parties to this Agreement have separately reached a settlement with Cal  
6 Water whereby in exchange for payment, Cal Water will release all claims against the Parties  
7 arising from or related to: (i) claims asserted or that could have been asserted in the Cal Water  
8 Action; and (ii) claims related to alleged contamination of the Livermore Wells with PCE  
9 sourced directly or indirectly from the LASC/MOSC shopping Centers.

#### 10 **THE MEDIATION SESSIONS AND AGREEMENT**

11 J. The Parties have participated in a series of mediation sessions from 2009 through  
12 2012 (“Mediation Sessions”) to resolve their claims and liabilities and implement a remedial  
13 action plan at the LASC and MOSC. The Parties have reached a settlement and are in the  
14 process of drafting a global settlement agreement (the “Agreement”). The Agreement represents  
15 a compromise resolution of the Parties’ differing initial settlement positions and contradictory  
16 interpretations of pertinent facts and legal claims and defenses, recognizing the risks, expense,  
17 and uncertainties of litigation.

18 K. Pursuant to the terms of the Agreement, the Parties will enter into a Guaranteed  
19 Fixed Price Remediation Agreement (“Cleanup Contract”) with The Source Group, Inc. (the  
20 “Cleanup Contractor”) for the remediation of environmental contamination at and emanating  
21 from the LASC and MOSC.

22 L. The estimated total cost for the implementation of the remedial action plan is  
23 \$8,109,110, which consist of the following: (1) \$5,681,110 for the Cleanup Contractor; (2)  
24 \$500,000 for California Water Service Company; (3) \$325,000 for the Regional Water Quality  
25 Control Board for regulatory oversight for 15 years; (4) \$375,000 for project management for 15  
26 years; and (5) \$1,228,000 for contingency costs. The Parties will pay 65% of the total costs  
27 (\$5,270,921.50) and Northrop will pay 35% (\$2,838,188.50).  
28

1 M. A true and correct DRAFT copy of the Agreement is attached hereto as **Exhibit**  
2 **A.** By virtue of entering into the Agreement, none of the Parties admit liability. The Agreement  
3 provides, in part, as follows:

4 (i.) At section 1., the Agreement provides that the Parties agree to pay the  
5 amounts allocated to them, as set forth in Exhibit B (“Settlement Fund”). Payment shall be made  
6 to the Trustee, identified in paragraph 3 of the Agreement, below, for the funding of a Qualified  
7 Settlement Fund Trust and Environmental Remediation Trust, within 60 days following the later  
8 of: (a) the Court’s order determining that this Agreement is in good faith, or (b) the Court’s order  
9 determining that the Parties’ settlement agreement in the Cal Water Action is in good faith. A  
10 payment schedule applicable to some of the parties is incorporated within sections 1. a., 1. b., 1.  
11 c. and 1. d. of the Agreement.

12 (ii.) At section 2. a., the Agreement provides that the settlement is expressly  
13 contingent upon the Court’s determination, pursuant to California Code of Civil Procedure  
14 section 877.6, that the Agreement is entered into in good faith and therefore bars any and all  
15 existing or potential claims against each of the Parties for total equitable indemnity, equitable  
16 comparative contribution, partial and/or comparative indemnity, and/or implied contractual  
17 indemnity.

18 (iii.) At section 2. b., the Agreement provides that the settlement is expressly  
19 contingent upon the Court’s determination, pursuant to California Code of Civil Procedure  
20 section 877.6, that the Parties’ settlement agreement in the Cal Water Action is entered into in  
21 good faith and therefore bars any and all existing or potential claims against each of the Parties  
22 for total equitable indemnity, equitable comparative contribution, partial and/or comparative  
23 indemnity, and/or implied contractual indemnity.

24 (iv.) At section 3. the Agreement provides that De Maximis, Inc. will serve as  
25 the Trustee for the Settlement Fund. The Settlement Fund shall be deposited into two separate  
26 trust accounts, the Qualified Settlement Fund pursuant to Treasury Regulation Section 1.468B  
27 (28 C.F.R. 1.468B-1) and a Environmental Remediation Trust pursuant to Internal Revenue  
28

1 Code Section 301.7701-4(e) which shall be used to meet the payment obligations for  
2 implementation of the remedial action plan at the LASC/MOSC site.

3 (v.) At section 5. a., in consideration of the Parties' payments as provided in  
4 section 1., the Parties agree to mutually release each other from any and all claims arising from  
5 or related to arising from or related to PCE contamination at and emanating from the LASC and  
6 MOSC.

7 (vi). At section 12., the Parties expressly waive any rights or benefits that they  
8 may have or might obtain pursuant to section 1542 of the California Civil Code.

9 **NEELY'S SETTLEMENT CONTRIBUTION**

10 N. The Neelys' insurers are Lumbermens Mutual Casualty Company, In  
11 Rehabilitation ("Lumbermens") and Firemens Fund Insurance Company ("FFIC").

12 O. Lumbermens and FFIC will pay 16% of the Parties \$8,109,110 share to the  
13 Settlement Fund, or a total of \$1,297,457.60 ("Settlement Payment") on behalf of the Neelys.

14 P. The Neelys will be signatories to the Agreement.

15 Q. The Settlement Payment by Lumbermens and FFIC will be held in the Bassi Edlin  
16 Huie & Blum LLP Client Trust Account until the Agreement is fully executed by the Parties and  
17 the Parties tender their Settlement Payments under the Agreement.

18 R. This Stipulation is a stipulation for the Good Faith Order regarding Lumbermens  
19 and FFIC's Settlement Payment on behalf of the Neelys.

20 S. By entering into this Stipulation, the Parties agree that the Settlement Payment by  
21 Lumbermens and FFIC on behalf of the Neelys constitutes a good faith settlement of the claims  
22 against the Neelys in the 2008 Action.

23 **AGREEMENT**

24 1. The foregoing Recitals are true and correct and are incorporated herein by  
25 reference.

26 2. The Parties stipulate to the following points of law:

27 i. The Settlement Payment by Lumbermens and FFIC on behalf of the  
28 Neelys satisfies the requirements for a good faith determination under California Code of Civil

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1 Procedure section 877.6 and Tech Bilt Inc. v. Woodward Clyde & Associates, 38 Cal. 3d. 488  
2 (1985) for the following reasons:

3 a. the Settlement Payment due under the Agreement is reasonably  
4 proportionate to the Neelys share of liability for remediation of the PCE contamination in the  
5 deeper groundwater at the LASC/MOSC Site;

6 b. the amount of the Settlement Payment due by the Neelys under the  
7 Agreement is substantial; and

8 c. the Settlement Payment due by the Neelys under the Agreement is  
9 likely less than the amounts the Neelys would be found liable for after trial.

10 3. A good faith settlement operates to discharge a settling party from liability to any  
11 other alleged tortfeasors for partial or comparative indemnity or contribution in the 2008 Action,  
12 regardless of whether the other alleged tortfeasors are presently parties to the action or have ever  
13 been parties to the action. Cal. Code of Civ. Proc. § 877.6 (LexisNexis 2012), Mill Valley  
14 Refuge Co. v. Super. Ct., 108 Cal.App.3d. 707 (1981).

15 4. The Neelys are entitled to, as of the effective date of the Agreement, contribution  
16 protection pursuant to section 113(f) of CERCLA, 42 U.S.C. § 9613 (f) and any other applicable  
17 provision of federal or state law.

18  
19 IT IS SO STIPULATED  
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1 Date: 12/14, 2012

BASSLEDLIN, HUIE & BLUM LLP

2  
3 By: Fauzeera Habib *for*

4 NOEL EDLIN  
5 Attorneys for MICHAEL R. NEELY, PERRY J.  
6 NEELY & GARY NEELY,  
7 INDIVIDUALLY & dba MIKE'S ONE HOUR  
8 CLEANERS

9 Date: Nov. 14, 2012

DONGELL LAWRENCE FINNEY LLP

10  
11 By: [Signature]

12 TOM VANDENBURG  
13 Attorneys for THE KIRKBERG  
14 CORPORATION t/k/a MULTIMATIC  
15 CORPORATION

16 Date: \_\_\_\_\_, 2012

CLAYTOR LAW GROUP

17  
18  
19 By: \_\_\_\_\_

20 JAMES D. CLAYTOR  
21 Attorneys for WESTERN STATES DESIGN

22 Date: \_\_\_\_\_, 2012

ROGERS JOSEPH O'DONNELL

23  
24  
25 By: \_\_\_\_\_

26 ROBERT C. GOODMAN  
27 Attorneys for CHARLES F. HARTZ dba PAUL'S  
28 SPARKLE CLEANERS

1 Date: \_\_\_\_\_, 2012

BASSI, EDLIN, HUIE & BLUM LLP

2  
3 By: \_\_\_\_\_

4 NOEL EDLIN  
5 Attorneys for MICHAEL R. NEELY, PERRY J.  
6 NEELY & GARY NEELY,  
7 INDIVIDUALLY & dba MIKE'S ONE HOUR  
8 CLEANERS

9 Date: \_\_\_\_\_, 2012

DONGELL LAWRENCE FINNEY LLP

10  
11 By: \_\_\_\_\_

12 TOM VANDENBURG  
13 Attorneys for THE KIRRBURG  
14 CORPORATION f/k/a MULTIMATIC  
15 CORPORATION

16 Date: 12/05, 2012

CLAYTOR LAW GROUP

17  
18  
19 By: \_\_\_\_\_

20 JAMES D. CLAYTOR  
21 Attorneys for WESTERN STATES DESIGN

22 Date: \_\_\_\_\_, 2012

ROGERS JOSEPH O'DONNELL

23  
24 By: \_\_\_\_\_

25 ROBERT C. GOODMAN  
26 Attorneys for CHARLES F. HARTZ dba PAUL'S  
27 SPARKLE CLEANERS  
28

589042

1 Date: \_\_\_\_\_, 2012

BASSI, EDLIN, HUIE & BLUM LLP

2  
3 By: \_\_\_\_\_

4 NOEL EDLIN  
5 Attorneys for MICHAEL R. NEELY, PERRY J.  
6 NEELY & GARY NEELY,  
7 INDIVIDUALLY & dba MIKE'S ONE HOUR  
8 CLEANERS

9 Date: \_\_\_\_\_, 2012

DONGELL LAWRENCE FINNEY LLP

10  
11 By: \_\_\_\_\_

12 TOM VANDENBURG  
13 Attorneys for THE KIRRBURG  
14 CORPORATION f/k/a MULTIMATIC  
15 CORPORATION

16 Date: \_\_\_\_\_, 2012

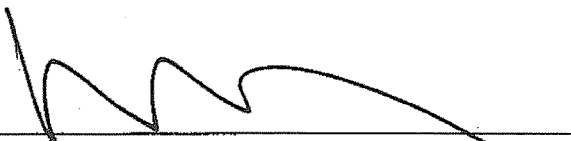
CLAYTOR LAW GROUP

17  
18  
19 By: \_\_\_\_\_

20 JAMES D. CLAYTOR  
21 Attorneys for WESTERN STATES DESIGN

22 Date: 11.30, 2012

ROGERS JOSEPH O'DONNELL

23  
24  
25 By: 

26 ROBERT C. GOODMAN  
27 Attorneys for CHARLES F. HARTZ dba PAUL'S  
28 SPARKLE CLEANERS

589042

1 Date: Nov. 27, 2012

GONSALVES & KOZACHENKO

*Paul Kozachenko*

2  
3 By: \_\_\_\_\_

4 PAUL KOZACHENKO  
5 Attorneys for STARK INVESTMENT  
6 COMPANY

7  
8 Date: \_\_\_\_\_, 2012

GORDON WATROUS RYAN LANGLEY BRUNO  
& PALTENGGHI, INC.

9  
10 By: \_\_\_\_\_

11 BRUCE C. PALTENGGHI  
12 Attorneys for MCORDUCK PROPERTIES  
13 LIVERMORE LLC, JOHN MCCORDUCK,  
14 KATHLEEN MCCORDUCK, PAMELA  
15 MCCORDUCK & SANDRA MCCORDUCK  
16 MARONA

17 Date: \_\_\_\_\_, 2012

STANZLER LAW GROUP LLC

18  
19 By: \_\_\_\_\_

20 JORDAN STANZLER  
21 Attorneys for IMA FINANCIAL  
22 CORPORATION

23 Date: \_\_\_\_\_, 2012

COX CASTLE & NICHOLSON LLP

24 By: \_\_\_\_\_

25 STUART I. BLOCK  
26 PETER MORRISSETTE  
27 Attorneys for PALMTREE ACQUISITION  
28 CORPORATION f/k/a CATELLUS  
DEVELOPMENT CORPORATION

1 Date: \_\_\_\_\_, 2012

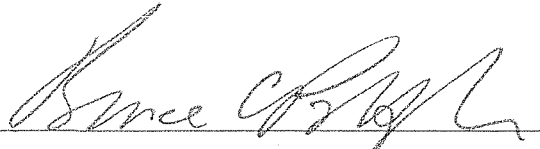
GONSALVES & KOZACHENKO

2  
3 By: \_\_\_\_\_

4 PAUL KOZACHENKO  
5 Attorneys for STARK INVESTMENT  
6 COMPANY

7 Date: Nov. 26, 2012

8 GORDON WATROUS RYAN LANGLEY BRUNO  
& PALTENGGHI, INC.

9  
10 By: 

11 BRUCE C. PALTENGGHI  
12 Attorneys for MCORDUCK PROPERTIES  
13 LIVERMORE LLC, JOHN MCCORDUCK,  
14 KATHLEEN MCCORDUCK, PAMELA  
MCCORDUCK & SANDRA MCCORDUCK  
15 MARONA

16 Date: \_\_\_\_\_, 2012

STANZLER LAW GROUP LLC

17  
18  
19 By: \_\_\_\_\_

20 JORDAN STANZLER  
21 Attorneys for IMA FINANCIAL  
CORPORATION

22 Date: \_\_\_\_\_, 2012

COX CASTLE & NICHOLSON LLP

23  
24 By: \_\_\_\_\_

25 STUART I. BLOCK  
26 PETER MORRISSETTE  
27 Attorneys for PALMTREE ACQUISITION  
CORPORATION f/k/a CATELLUS  
28 DEVELOPMENT CORPORATION

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Date: \_\_\_\_\_, 2012

GONSALVES & KOZACHENKO

By: \_\_\_\_\_

PAUL KOZACHENKO  
Attorneys for STARK INVESTMENT  
COMPANY

Date: \_\_\_\_\_, 2012

GORDON WATROUS RYAN LANGLEY BRUNO  
& PALTENGLI, INC.

By: \_\_\_\_\_

BRUCE C. PALTENGLI  
Attorneys for MCORDUCK PROPERTIES  
LIVERMORE LLC, JOHN MCCORDUCK,  
KATHLEEN MCCORDUCK, PAMELA  
MCCORDUCK & SANDRA MCCORDUCK  
MARONA

Date: 12/16, 2012

STANZLER LAW GROUP LLC

By: 

JORDAN STANZLER  
Attorneys for IMA FINANCIAL  
CORPORATION

Date: \_\_\_\_\_, 2012

COX CASTLE & NICHOLSON LLP

By: \_\_\_\_\_

STUART I. BLOCK  
PETER MORRISSETTE  
Attorneys for PALMTREE ACQUISITION  
CORPORATION f/k/a CATELLUS  
DEVELOPMENT CORPORATION

589042

1 Date: \_\_\_\_\_, 2012

GONSALVES & KOZACHENKO

2  
3 By: \_\_\_\_\_

4 PAUL KOZACHENKO  
5 Attorneys for STARK INVESTMENT  
6 COMPANY

7 Date: \_\_\_\_\_, 2012

GORDON WATROUS RYAN LANGLEY BRUNO  
& PALTENGHI, INC.

9  
10 By: \_\_\_\_\_

11 BRUCE C. PALTENGHI  
12 Attorneys for MCORDUCK PROPERTIES  
13 LIVERMORE LLC, JOHN MCCORDUCK,  
14 KATHLEEN MCCORDUCK, PAMELA  
15 MCCORDUCK & SANDRA MCCORDUCK  
16 MARONA

17 Date: \_\_\_\_\_, 2012

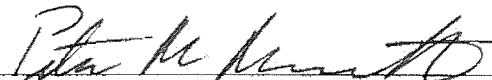
STANZLER LAW GROUP LLC

18  
19 By: \_\_\_\_\_

20 JORDAN STANZLER  
21 Attorneys for IMA FINANCIAL  
CORPORATION

22 Date: Nov. 19, 2012

COX CASTLE & NICHOLSON LLP

23  
24 By: 

25 STUART I. BLOCK  
26 PETER MORRISETTE  
27 Attorneys for PALMTREE ACQUISITION  
28 CORPORATION f/k/a CATELLUS  
DEVELOPMENT CORPORATION

589042

1 Date: December 6, 2012

PALADIN LAW GROUP LLP

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By: /s/ John R. Till (Authorized on 12/6/2012)

JOHN R. TILL  
Attorneys for DOROTHY ANDERSON, AS  
AN INDIVIDUAL AND AS TRUSTEE OF  
THE ANDERSON MARITAL TRUST AND  
THE ANDERSON TAX DEFERRAL  
TRUST, BOTH DATED FEBRUARY 28,  
1979, AS AMENDED AND RESTATED  
AUGUST 31, 1994 AND THE ESTATE OF  
WALTER ANDERSON, DECEASED

589042



**ORDER**

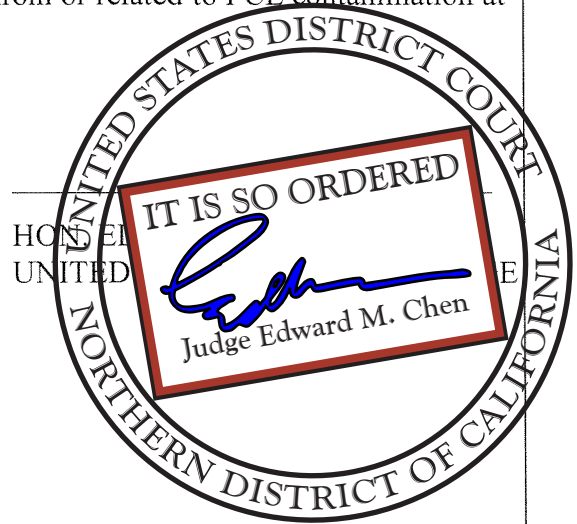
UPON CONSIDERATION OF THE FOREGOING, the Court hereby finds the Agreement is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. THE FOREGOING Agreement is hereby APPROVED.

IT IS HEREBY ORDERED that:

The Neelys are entitled to, as of the effective date of the Agreement, contribution protection pursuant to section 113(f) of CERCLA, 42 U.S.C. § 9613 (f) and any other applicable provision of federal or state law, including but not limited to the provisions and protections afforded by the California Code of Civil Procedure sections 877 and 877.6, whether by statute or common law for claims of any type concerning, arising from or related to PCE contamination at and emanating from the LASC and MOSC..

Dated: 1/15/13, ~~2012~~

By: \_\_\_\_\_



**ORDER**

UPON CONSIDERATION OF THE FOREGOING, the Court hereby finds the Agreement is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. THE FOREGOING Agreement is hereby APPROVED.

IT IS HEREBY ORDERED that:

The Neelys are entitled to, as of the effective date of the Agreement, contribution protection pursuant to section 113(f) of CERCLA, 42 U.S.C. § 9613 (f) and any other applicable provision of federal or state law, including but not limited to the provisions and protections afforded by the California Code of Civil Procedure sections 877 and 877.6, whether by statute or common law for claims of any type concerning, arising from or related to PCE contamination at and emanating from the LASC and MOSC..

Dated: \_\_\_\_\_, 2012

By: \_\_\_\_\_

HON. EDWARD M. CHEN  
UNITED STATES DISTRICT JUDGE

1 Re: Palmtree Acquisition Corp. v. Michael R. Neely  
2 United States District Court, Northern District Case No. CV 08 3168 EMC

3  
4 **PROOF OF SERVICE – ELECTRONIC TRANSMISSION**

5 I am a citizen of the United States and an employee in the County of San Francisco. I am  
6 over the age of eighteen (18) years and not a party to the within action. My business address is  
7 BASSI, EDLIN, HUIE & BLUM LLP, 500 Washington Street, Suite 700, San Francisco,  
8 California 94111.

9 On the date executed below, I electronically served the document(s) via USDC NDCA  
10 ECF website, described below, on the recipients designated on the Transaction Receipt located  
11 on the USDC NDCA ECF website.

12 **JOINT STIPULATION OF GOOD FAITH SETTLEMENT AND [PROPOSED] ORDER  
13 THEREON**

14 On the following parties:

15 PLEASE SEE SERVICE LIST PROVIDED BY USDC NDCA WEBSITE

16 I declare under penalty of perjury that the foregoing is true and correct and that this  
17 document is executed on December 21, 2012, at San Francisco, California.

18 /s/ HEATHER ENDERS

19 \_\_\_\_\_  
20 HEATHER ENDERS  
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