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7 Attorneys for Defendant/Cross-Claimant WHITNEY  
 EQUIPMENT, LLC

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

11 JACKIE ARNETT,  
 12 Plaintiff,  
 13 v.  
 14 SEASIDE TRANSPORTATION  
 15 SERVICES, LLC; WHITNEY  
 16 EQUIPMENT LLC and DOES 1 to 100,  
 inclusive,  
 17 Defendants.

18 SEASIDE TRANSPORTATION  
 SERVICES, LLC,  
 19 Third-Party Plaintiff,  
 20 v.  
 21 MARINE TERMINALS CORPORATION  
 22 and MOES 1 to 100, inclusive,  
 23 Third-Party Defendants,  
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25 *and related cross-claim*

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Case No. 3:13-CV-01672-VC

**~~PROPOSED~~ ORDER GRANTING  
 WHITNEY EQUIPMENT, LLC'S MOTION  
 FOR DETERMINATION OF GOOD  
 FAITH SETTLEMENT**

Date: July 23, 2015  
 Time: 10:00 a.m.  
 Dept.: Courtroom 4, 17<sup>th</sup> Floor

Filed: March 1, 2013  
 Judge: Vince Chhabria

1 Defendant/Cross-Claimant WHITNEY EQUIPMENT, LLC's ("WHITNEY'S") hearing  
2 on its Motion for Determination of Good Faith Settlement came before this Court at  
3 approximately 10:00 a.m. on July/August \_\_\_\_\_, 2015, the Honorable Vince Chhabria  
4 presiding, in Courtroom 4, of the above-entitled Court.

5 The Court, having reviewed WHITNEY'S papers, any opposition, the pleadings, ~~as well~~  
6 ~~as hearing oral argument~~ and good cause appearing therefore:

7 IT IS HEREBY ORDERED that the settlement between WHITNEY EQUIPMENT, LLC  
8 and Plaintiff JACKIE ARNETT (hereinafter "Plaintiff"), is in good faith and within the meaning  
9 of *Code of Civil Procedure* §§ 877 and 877.6 and *Tech Bilt, Inc. v. Woodward Clyde &*  
10 *Associates* (1985) 38 Cal. 3d, 488.

11 IT IS HEREBY ORDERED that WHITNEY'S Motion for Determination of Good Faith  
12 Settlement is granted.

13 IT IS HEREBY ORDERED that any and all claims of any non-settling parties for  
14 equitable indemnity, equitable contribution, or comparative fault are barred.

15  
16 **IT IS SO ORDERED.**

17  
18 Dated: July 14 \_\_\_\_\_, 2015

  
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Judge of the United States District Court

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