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6	Attorneys for Defendants DICK/MORGANTI, DICK CORPORATION,	
7	and THE MORGANTI GROUP	
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9	UNITED STATES DIS	TRICT COURT
10	NORTHERN DISTRICT OF CALIFORNI	A—SAN FRANCISCO DIVISION
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12	UNITED STATES OF AMERICA for the Use and	Case No.: 3:07-CV-02564-CRB
13	Benefit of WEBCOR CONSTRUCTION, INC. dba WEBCOR BUILDERS, and WEBCOR CONSTRUCTION, INC. dba WEBCOR	STIPULATION AND [PROPOSED] ORDER FURTHER EXTENDING
14	BUILDERS,	TIME TO FILE ANSWER AND COUNTERCLAIM
15	Plaintiffs, vs.	COUNTERCLAIM
16	vs. DICK/MORGANTI, a joint venture, DICK	Before: Hon. Charles R. Breyer
17	CORPORATION, THE MORGANTI GROUP, AMERICAN CASUALTY COMPANY OF	
18	READING, PA, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA,	
19	and DOES 1 through 10, inclusive,	
20	Defendants.	
21	AND RELATED COUNTER-CLAIMS AND	
22	THIRD PARTY CLAIMS.	
23		-
24	Pursuant to Local Civil Rule 6-2, Defendants,	Counter-Claimants, and Third Party
25	Complainants DICK/MORGANTI, DICK CORPORA	ATION, and THE MORGANTI GROUP
26	(together, "D/M") and Plaintiff WEBCOR CONSTRUCTION, INC. dba WEBCOR BUILDERS	
27	("Webcor") hereby stipulate and agree that the deadline for D/M to file an answer to Webcor's	
28	complaint, as well as the time for D/M to file a counterclaim, if any, be further extended by one	
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month from December 18, 2009, to February 8, 2010. The parties and their representatives 1 2 continue to meet and discuss various issues, including how Webcor's claims will be addressed at 3 the upcoming mediations with the Project owner. In the meantime, the parties prefer to avoid spending time on litigation activities and filings in the case, and therefore stipulate to this further 4 extension of time. 5 The time for D/M to file an answer to Webcor's complaint and the time for D/M to file a 6 7 counterclaim has been extended several times before. Additionally, there have been other time extensions in this case, including time extensions in connection with case management 8 9 conferences. 10 A declaration in support of this stipulated request is attached. 11 Dated: December 7, 2009 12 HOWREY LLP 525 Market Street, Suite 3600 13 San Francisco, California 94105 Tel. 415.848.4900 // Fax 415.848.4999 14 15 By: John W. Ralls 16 John Foust Attorneys for Defendants, Counter-Claimants 17 and Third Party Complainants DICK/MORGANTI, DICK CORPORATION, 18 and THE MORGANTI GROUP 19 20 Dated: December 17, 2009 **BOWLES & VERNA LLP** 21 2121 N. California Boulevard, Suite 875 Walnut Creek, California 94596 22 Tel. 925.935.3300 // Fax 925.935.0371 23 By: 24 Kenneth G. Jones Michael P. Connolly 25 Attorneys for Plaintiff WEBCOR CONSTRUCTION, INC. dba 26 WEBCOR BUILDERS 27 28 DM US:22932467 1 -2-

Stipulation and Proposed Order Further Extending Time to File Answer - Case No.: 3:07-CV-02564-CRB

1	<u>ORDER</u>		
2	The deadline for Defendants, Counter-Claimants, and Third Party Complainants		
3	DICK/MORGANTI, DICK CORPORATION, and THE MORGANTI GROUP (together, "D/M")		
4	to file an answer to the complaint of Plaintiff WEBCOR CONSTRUCTION, INC. dba WEBCOR		
5	BUILDERS ("Webcor"), as well as the time for D/M to file a counterclaim, if any, is further		
6	extended by one month from December 18, 2009, to February 8, 2010.		
7	PURSUANT TO STIPULATION, IT IS SO ORDERED.		
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9	Dated: January 5, 2009		
10	Vion. Charles R. Breyer		
11	A United States Dieter North IT IS SO ORDERED a		
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13 14	Z Judge Charles R. Breyer		
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15	DISTRICT OF CEN		
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1 I. John Foust, declare: 1 I. an an attorney with Howrey LLP and counsel of record for Defendants, Counter- 5 Claimants, and Third Party Complainants DICK/MORGANTI, DICK CORPORATION, and THE 6 MORGANTI GROUP (together, "D/M"). 7 2 Plaintiff WEBCOR CONSTRUCTION, INC. dba WEBCOR BUILDERS 8 ("Webcor"), on the one hand, and D/M, on the other, have agreed to continue to discuss various 9 issues, including how Webcor's claims will be addressed at the upcoming mediations with the 10 Project owner. In the meantime, the parties prefer to avoid spending time on litigation activities 11 and filings in this case. Therefore, the parties have stipulated and agreed to extend the deadline for 10/M to file an answer to Webcor's complaint, as well as the time for D/M to file a counterclaim, if 13 any, by one month from December 18, 2009, to February 8, 2010. 14 eleven extensions for the response to the complaint and counterclaim. Additionally, there have 16 been other time extensions in this case, including time extensions in connection with case 17 Ideclare under penalty of perjury under the law of the United States that the foregoing is 18 true and correct. 19 Executed on December 19, 2009, in San Francisco, California. 12 <th>1</th> <th>DECLARATION OF JOHN FOUST</th>	1	DECLARATION OF JOHN FOUST	
1. I am an attorney with Howrey LLP and counsel of record for Defendants, Counter- Claimants, and Third Party Complainants DICK/MORGANTI, DICK CORPORATION, and THE MORGANTI GROUP (together, "D/M"). 2 Plaintiff WEBCOR CONSTRUCTION, INC. dba WEBCOR BUILDERS ("Webcor"), on the one hand, and D/M, on the other, have agreed to continue to discuss various issues, including how Webcor's claims will be addressed at the upcoming mediations with the Project owner. In the meantime, the parties prefer to avoid spending time on litigation activities and filings in this case. Therefore, the parties have stipulated and agreed to extend the deadline for D/M to file an answer to Webcor's complaint, as well as the time for D/M to file a counterclaim, if any, by one month from December 18, 2009, to February 8, 2010. 3. The parties have previously stipulated, and the Court has previously allowed, eleven extensions for the response to the complaint and counterclaim. Additionally, there have been other time extensions in this case, including time extensions in connection with case management conferences. I I declare under penalty of perjury under the law of the United States that the foregoing is true and correct. Executed on December 12, 2009, in San Francisco, California. Moreclare John Fodst	2		
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