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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARTIN ENG,)	
)	
Plaintiff(s),)	No. C09-5908 BZ
)	
v.)	
)	ORDER FOR SUPPLEMENTAL
UNITED COMMERCIAL BANK, et)	BRIEFING
al,)	
)	
Defendant(s).)	
)	
_____)	

Having reviewed the papers filed in connection with defendant's motion for attorney's fees, **IT IS ORDERED** as follows:

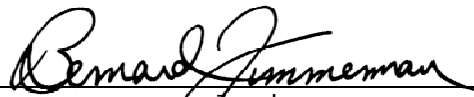
1. By **August 4, 2010**, defendant shall file a supplemental brief citing to any authority it has for the proposition that a party who drafts a narrow attorney's fee provision in a standardized contract, such as the one at issue here which appears to limit an award of fees to "actions to collect a note," may seek to interpret it to permit that party to collect the fees defendant seeks here. As the Court reads both Hsu v. Abbara, 9 Cal.4th 863, (1995) and Pacific Custom

1 Pools, Inc. v. Turner Constr. Co., 79 Cal.App.4th 1254 (2000),
2 in those cases the court was interpreting provisions which
3 awarded fees to the prevailing party, and the issue generally
4 before the court was to identify the prevailing party. Here,
5 there is no issue over who prevailed; the issue is instead
6 what is the scope of agreement between the parties with
7 respect to fees. Section 1717, in the Court's view, merely
8 makes the fee provision reciprocal; it does not expand its
9 scope.

10 2. If plaintiff wishes, he may respond to the
11 defendant's brief by **August 11, 2010**.

12 3. The hearing presently scheduled for **August 4, 2010** is
13 **VACATED**. The Court will scheduled a new hearing, if one is
14 required.

15 Dated: July 27, 2010

16
17 

18 Bernard Zimmerman
19 United States Magistrate Judge

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21 BRIEFING.wpd