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 7 SABAWOON SALIM CONSTRUCTION CO.

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12 Attorneys for Respondents
 13 ECC INT'L LLC and ECC-CENTCOM
 CONSTRUCTORS, LLC

14
 15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

18 SABAWOON SALIM CONSTRUCTION CO.,

19 Petitioner,

20 v.

21 ECCI INTERNATIONAL, LLC, and ECC-
 CENTCOM CONSTRUCTORS, LLC

22 Respondents.
 23

Case No. 3:15-cv-04362-EMC

**STIPULATION FOR ENTRY OF
 ORDER CONFIRMING
 ARBITRATION AWARD AND FOR
 ENTRY OF JUDGMENT BASED
 THEREON**

Crtrm: 5, 17th Floor
 Judge: Hon. Edward M. Chen

1 Petitioner Sabawoon Salim Construction Co. ("SSCC"), Respondent ECCI International,
2 LLC ("ECCI") and Respondent ECC-CENTCOM Constructors, LLC ("ECC-C") stipulate as set
3 forth below in light of the following facts.

4 (a) On or about September 23, 2015, SSCC initiated this action by filing its Petition to
5 Confirm Arbitration Award and for Entry of Judgment Based Thereon (Dkt. No. 1) ("the Petition")
6 against ECCI and ECC-C 3PEA in the above captioned Court.

7 (b) In the Petition SSCC is applying to the Court for an order confirming an arbitration
8 award that was issued on July 29, 2015, a copy of which is attached to the Petition as **EXHIBIT 8**;
9 and, for entry of judgment in accordance with that award.

10 (c) On September 29, 2015, SSCC filed a motion in this action for an order pursuant to 9
11 U.S.C. §207 and 9 U.S.C. §9 to confirm such arbitration award and for an order for entry of
12 judgment in favor of SSCC and against ECCI and ECC-C in accordance with that award, and,
13 awarding SSCC its costs, attorney fees, and expenses incurred in connection with the proceeding,
14 and for pre-judgment and post-judgment interest (Dkt. Nos. 9-12).

15 (d) ECCI and ECC-C do not oppose SSCC's motion.

16 (e) In connection with such motion and the Petition, SSCC, ECCI and ECC-C each agree
17 and consent to the Court granting the above referenced motion and the relief sought in the Petition
18 and entering the "[Proposed] Order Confirming Arbitration Award; and, Judgment" in the form
19 attached hereto as **EXHIBIT A** as the order and judgment of the Court on the Petition and SSCC's
20 motion.

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1 In light of the above facts IT IS HEREBY STIPULATED follows:

2 (1) SSCC, ECCI and ECC-C each agree and consent to the Court granting the above
3 referenced motion and the relief sought in the Petition and entering the "[Proposed] Order
4 Confirming Arbitration Award; and, Judgment" in the form attached hereto as **EXHIBIT A** as the
5 order and judgment of the Court on the Petition and SSCC's motion.

6 (2) That the Court enter the "[Proposed] Order Confirming Arbitration Award; and,
7 Judgment" in the form attached hereto as **EXHIBIT A** as the order and judgment of the Court on the
8 Petition and SSCC's motion.

9 IT IS SO STIPULATED.

10 Dated: October 19, 2015

BAKER & MCKENZIE LLP

11

By: /s/ Tod L. Gamlen

12

Tod L. Gamlen
Attorneys for Petitioner
Sabawoon Salim Construction Co.

13

14 Dated: October 19, 2015

DENTONS US LLP

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By: /s/ Ariana N. Sarabia

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Ariana N. Sarabia
Attorneys for Respondents
ECCI International, LLC and Respondent
ECC-CENTCOM Constructors, LLC

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SIGNATURE ATTESTATION

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I, Tod L. Gamlen, hereby attest that all signatories to this document concur in the filing's
21 content, have authorized me to provide his/her electronic signature, and have authorized the filing of
22 the document.

23

Dated: October 19, 2015

/s/ Tod L. Gamlen

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Tod L. Gamlen

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CERTIFICATE OF SERVICE

I, Robin M. Robledo, declare: I am over the age of eighteen years and not a party to the case. I am employed in the County of Santa Clara, State of California, where the mailing occurs; and my business address is **BAKER & MCKENZIE LLP**, 660 Hansen Way, Palo Alto, California 94304-1044; +1 650 856 2400.

On October 19, 2015, I served a copy of the below document(s):

STIPULATION FOR ENTRY OF ORDER CONFIRMING ARBITRATION AWARD AND FOR ENTRY OF JUDGMENT BASED THEREON

on counsel for the parties in this action, as follows:

Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing):

Ariana Sarabia
ari.sarabia@dentons.com
Dentons US LLP
One Market Plaza
Spear Tower, 24th Floor
San Francisco, CA 94105-1101
Telephone: +1 415 267 4074

Attorney for Defendants ECC International, LLC & ECC-CENTCOM Constructors, LLC

(BY U.S. MAIL) I placed such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at BAKER & MCKENZIE LLP, Palo Alto, California, following ordinary business practices. I am readily familiar with the practice of BAKER & MCKENZIE LLP for collection and processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for collection.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California on October 19, 2015.



Robin M. Robledo

EXHIBIT A

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2 Tod.Gamlen@bakermckenzie.com
3 Christina Wong, State Bar No. 288171
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21 ECC INT'L LLC and ECC-CENTCOM
22 CONSTRUCTORS, LLC

23 UNITED STATES DISTRICT COURT
24 NORTHERN DISTRICT OF CALIFORNIA
25 SAN FRANCISCO DIVISION

26 SABAWOON SALIM CONSTRUCTION CO.,

27 Petitioner,

28 v.

29 ECCI INTERNATIONAL, LLC, and ECC-
30 CENTCOM CONSTRUCTORS, LLC

31 Respondents.

Case No. 3:15-cv-04362-EMC

**[PROPOSED] ORDER CONFIRMING
ARBITRATION AWARD; AND,
JUDGMENT**

Crtrm: 5, 17th Floor
Judge: Hon. Edward M. Chen

ORDER CONFIRMING ARBITRATION AWARD

The Court has carefully reviewed and considered the Petition for Order Confirming Arbitration Award and for Final Judgment Based Thereon (the "Petition") of Sabawoon Salim

1 Construction Co., all papers filed in support of the Petition, and, the argument of counsel in support
2 of the Petition. Respondents consent to the granting of the Petition. Good cause appearing therefore,
3 the Court finds and orders as follows:

4 1. Petitioner Sabawoon Salim Construction Co. (“SSCC”) is a corporation duly
5 organized and existing under the laws of the nation of Afghanistan, with its principal office in the
6 City of Kabul, Afghanistan.

7 2. ECCI International, LLC (“ECCT”) is a limited liability company duly organized and
8 existing under the laws of the State of Delaware, with its principal office in the City of Virginia
9 Beach, State of Virginia.

10 3. ECC-CENTCOM Constructors, LLC (“ECC-C”) is a limited liability company duly
11 organized and existing under the laws of the State of Delaware, with its principal office in the City
12 of Virginia Beach, State of Virginia.

13 4. ECCI also maintains offices at 1240 Bayshore Highway, Burlingame, CA.

14 5. The jurisdiction of this court is based on 28 U.S.C. §1332 in that SSCC is a citizen of
15 a foreign state, Respondents are citizens of a State in the United States, and the amount in
16 controversy, exclusive of interest and costs, exceeds \$75,000.00.

17 6. The parties entered into four agreements pursuant to which Petitioner was to provide
18 construction services to Respondents.

19 7. Each of the agreements contained an arbitration provision calling for disputes relating
20 to the agreements to be resolved by arbitration before the American Arbitration Association.

21 8. The arbitration provisions provided that the decision of the arbitrator would be final
22 and binding upon both parties, and that they would comply therewith.

23 9. The arbitration provisions provided that judgment could be entered upon any Award
24 in accordance with applicable law in any court having jurisdiction.

25 10. The parties consented to the jurisdiction of this Court for the purposes of
26 commencing, conducting, and enforcing arbitration proceedings.

27 11. A dispute arose between the parties in relation to their agreements.

28 12. After the disputes arose, the parties agreed to use JAMS instead of the America

1 Arbitration Association for their arbitration.

2 13. They also agreed to submit their dispute to JAMS arbitrator, Judge William J. Cahill
3 (Ret.).

4 14. The parties agreed to submit their dispute to Judge Cahill “on the papers,” and
5 completed their briefing process on June 26, 2015.

6 15. Judge Cahill entered his initial Award on July 27, 2015.

7 16. The parties jointly submitted a request to correct typographical errors in the initial
8 Award on July 29, 2015.

9 17. Judge Cahill issued his Arbitrator’s Award Including Stipulated Correction (the
10 “Corrected Award”) later that day on July 29, 2015.

11 18. Notice of Petitioner’s application has been duly served upon Respondents and they
12 are subject to the jurisdiction of this Court.

13 19. Petitioner has satisfied the requirements of Chapter 1 of the Federal Arbitration Act, 9
14 U.S.C. §1, *et. seq.*, and Chapter 2 of the Federal Arbitration Act, 9 U.S.C. § 201, *et. seq.*

15 Accordingly, IT IS HEREBY ORDERED as follows:

16 The Corrected Award is hereby confirmed.

17 Final judgment shall be entered in favor of Petitioner against Respondent ECCI for damages
18 in the amount of Two Million, Five Hundred Sixty-four Thousand, Five Hundred Twenty-two and
19 55/100’s Dollars (\$2,564,522.39).

20 Final judgment shall be entered in favor of Petitioner against Respondent ECCI for pre-
21 judgment interest in the amount of Sixty-six Thousand, Seven Hundred Forty seven and 84/100
22 Dollars (\$66,747.84) and post-judgment on this judgement at the rate specified in 28 U.S.C. § 1961.

23 Final judgment shall be entered in favor of Petitioner against Respondent ECC-C for
24 damages in the amount of One Million, Seven Hundred Sixty-four Thousand, Seven Hundred
25 Seventy-five and 56/100’s Dollars (\$1,764,775.56)

26 Final judgment shall be entered in favor of Petitioner against Respondent ECC-C for pre-
27 judgment interest in the amount of Forty-five Thousand, Nine Hundred Thirty-two and 51/100
28 Dollars (\$45,932.51) and post-judgment on this judgement at the rate specified in 28 U.S.C. § 1961.

1 Final judgment shall be entered in favor of Petitioner against Respondents ECCI and ECC-C,
2 jointly and severally, in the amount of \$68,411.50 for attorney fees and expenses incurred in
3 connection with the pre-arbitration negotiations and mediation of the disputes between the parties,
4 and in the arbitration proceeding before Judge Cahill.

5 Final judgment shall be entered in favor of Petitioner against Respondents ECCI and ECC-C,
6 jointly and severally, in the amount of \$50,000 for attorney fees and expenses incurred in connection
7 with this proceeding.

8 Final judgment shall be entered in favor of Petitioner against Respondents ECCI and ECC-C,
9 jointly and severally, for the costs and expenses allowable by law in connection with the Petition.

10 With respect to Subcontract #SSCC.Subk.5901.000 which is attached to the Petition as
11 Exhibit 3, ECCI shall do the following:

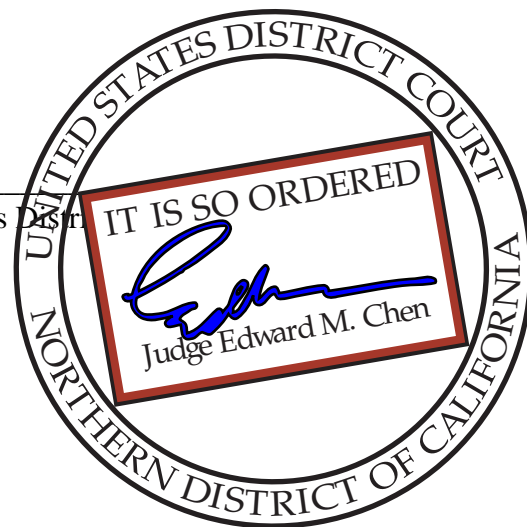
- 12 A. negotiate in good faith to maximize the Claim that ECCI has submitted to the United
- 13 States Corp of Engineers (“USACE”) for extra compensation related to the delays associated with
- 14 the change in security posture at the SOF compound (the “Claim”);
- 15 B. provide periodic reports to SSCC on negotiation of the Claim with USACE; and
- 16 C. promptly pay Petitioner SSCC all amounts paid to it by USACE that are paid for
- 17 SSCC’s part of the Claim.

18 The Judgment set forth below be entered.

19
20 IT IS SO ORDERED.

21
22 DATED: 10/22/15 _____

23 United States District Court



JUDGMENT

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IT IS HEREBY ADJUDGED, ORDERED and DECREED as follows:

(1) Petitioner Sabawoon Salim Construction Co. (“SSCC”) is granted judgment against Respondent ECCI International, LLC (“ECCI”) the amount of Two Million, Six Hundred Thirty-one Thousand, Two Hundred Seventy and 23/100 Dollars (\$2,631,270.23) and post judgment interest at the rate of .27%, along with costs as allowable by law.

(2) Petitioner SSCC is granted judgment against Respondent ECC-CENTCOM Constructors, LLC (“ECC-C”) the amount of One Million, Eight Hundred Ten Thousand, Seven Hundred Eight and 07/100 Dollars \$1,810,708.07 and post judgment interest at the rate of .27%, along with costs as allowable by law.

(3) SSCC recover from Respondents ECCI and ECC-C, jointly and severally, attorney fees in the amount of One Hundred Eighteen Thousand, Four Hundred Eleven and 50/100 Dollars \$118,411.50.

(4) ECCI shall do the following with respect to Subcontract #SSCC.Subk.5901.000 which is attached to the Petition as Exhibit 3:

A. negotiate in good faith to maximize the Claim that ECCI has submitted to the United States Corp of Engineers (“USACE”) for extra compensation related to the delays associated with the change in security posture at the SOF compound (the “Claim”);

B. provide periodic reports to SSCC on negotiation of the Claim with USACE; and

C. promptly pay Petitioner SSCC all amounts paid to it by USACE that are paid for SSCC’s part of the Claim.

DATED: _____

United States District Judge