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Attorneys for Respondents and Judgment  
Debtors ECC International, LLC and ECC  
Centcom Constructors LLC

Attorneys for Petitioner and Judgment  
Creditor SABAWOON SALIM  
CONSTRUCTION CO.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SABAWOON SALIM CONSTRUCTION CO.,  
  
Petitioner,  
  
v.  
  
ECCI INTERNATIONAL, LLC,  
  
and  
  
ECC-CENTCOM CONSTRUCTORS, LLC  
  
Respondents.

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

**STIPULATION AND [PROPOSED]  
ORDER FOR RELIEF FROM FINAL  
JUDGMENT (FRCP 60(b))**

Judge: Hon. Edward M. Chen  
Ctmm: 5, 17<sup>th</sup> Floor

**STIPULATION FOR  
RELIEF FROM FINAL JUDGMENT**

Petitioner and Judgment Creditor Sabawoon Salim Construction Co. and Respondents and Judgment Debtors ECC International, LLC (incorrectly identified as ECCI International, LLC in the Judgment) (collectively, “ECCI”) and ECC Centcom Constructors LLC (incorrectly identified as ECC-CENTCOM Constructors, LLC in the Judgment) (collectively, “ECC-C”) hereby stipulate and agree as follows:

1. On October 23, 2015, this Court entered an Order Confirming an Arbitration Award and related Judgment (Docket Entry (“DE”) 26)<sup>1</sup>;

2. Petitioner and Judgment Creditor Sabawoon Salim Construction Co. (“SSCC”) hereby stipulates and acknowledges that:

- a. the Respondent and Judgment Debtor ECC-C has fully satisfied the Judgment entered by the Court on October 23, 2015 (DE 26) (“Judgment”) and that the Judgment is no longer of any force or effect as to ECC-C; and
- b. the Respondent and Judgment Debtor ECCI has partially satisfied the Judgment in that Sections (1), (2) and (3) on page 5 of the Judgment (specifically, those obligations at page 5, lines 4 through 14) have been fully satisfied and that such portion of the Judgment is no longer of any force or effect as to any person or entity including ECCI.

3. SSCC and ECCI hereby stipulate and acknowledge that the government claim described in Section (4) of the Judgment is still pending before the Armed Services Board Contract Appeals (for a claim against the United States Army Corps of Engineers (incorrectly referred to as the United States Corp of Engineers in the Judgment)) and that, accordingly, Section (4) (specifically, those obligations at page 5, lines 15 through 22) is not yet satisfied and that such portion of the Judgment remains in force and effect as to ECCI only.

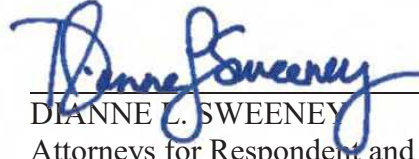
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<sup>1</sup> The Parties note a typographical error in the Judgment. While the Order and Judgment were filed by the Court on October 23, 2015 and the Order is dated October 23, 2015, the Judgment is dated December 23, 2015. The Parties believe that the proper date for all documents is October 23, 2015.



1 Dated: ~~April~~ <sup>May</sup> 1, 2018.

PILLSBURY WINTHROP SHAW PITTMAN LLP

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4 By: DIANNE L. SWEENEY  
5 Attorneys for Respondent and Judgment Debtors  
6 ECC International, LLC and ECC Centcom  
7 Constructors LLC  
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1 **~~[PROPOSED]~~ ORDER**

2 Pursuant to the Stipulation and Federal Rule of Civil Procedure 60(b)(5) and 60(b)(6) as well  
3 as for good cause shown, IT IS HEREBY ORDERED as follows:

- 4 1) the Judgment (DE 26) is fully satisfied by Respondent and Judgment Debtor ECC  
5 Centcom Constructors LLC (incorrectly identified as ECC-CENTCOM Constructors,  
6 LLC in the Judgment) (collectively, “ECC-C”) and, therefore, the Judgment is no longer  
7 of any force or effect as to ECC-C;
- 8 2) Sections (1), (2) and (3) on page 5 of the Judgment (specifically, those obligations at  
9 page 5, lines 4 through 14<sup>2</sup>) have also been fully satisfied by Respondent and Judgment  
10 Debtor ECC International, LLC (incorrectly named in the Judgment as ECCI  
11 International, LLC) (collectively, “ECCI”) and, therefore, those sections of the Judgment  
12 are no longer of any force or effect as to any person or entity including ECCI;
- 13 3) Section (4) of the Judgment (specifically, those obligations at page 5, lines 15 through  
14 22) is the only portion of the Judgment that remains in force and effect and it applies to  
15 ECCI only;
- 16 4) in light of the foregoing, this Court’s Judgment is modified as of this date so that the only  
17 portion of the Judgment that remains in force and effect against any person is the  
18 following portion of the Judgment that remains in force and effect as to ECCI only:

19 “ECCI shall do the following with respect to Subcontract SCC.Subk.5901.000 which  
20 is attached to the Petition as Exhibit 3:

21 \_\_\_\_\_  
22 <sup>2</sup> The following are the sections of the Judgment that are fully satisfied and no longer of any force or effect:

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

26 (2) Petitioner SSCC is granted judgment against Respondent ECC-CENTCOM  
27 Constructors, LLC (“ECC-C”) the amount of One Million, Eight Hundred Ten Thousand,  
28 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.” DE 26.

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- 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.”

IT IS SO ORDERED.

Dated: 5/11/2018

