

1 Charles E. Ostheimer III (State Bar No. 051286)
 Stuart E. Jones (State Bar No. 104566)
 2 Eric D. Sentlinger (State Bar No. 215380)
 WRIGHT, ROBINSON, OSTHIMER & TATUM
 3 44 Montgomery Street, 18th Floor
 San Francisco, California 94104-4705
 4 Telephone: (415) 391-7111
 Telefax: (415) 391-8766
 5

6 H. Vincent McLaughlin (State Bar No. 106071)
 VANIR CONSTRUCTION MANAGEMENT, INC.
 980 Ninth Street, Suite 900
 7 Sacramento, California 95814-2714
 Telephone: (916) 444-3700
 8 Telefax: (916) 444-0911

9 Attorneys for Defendant
 Vanir Construction Management, Inc.
 10

11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13

14 MARGIE CHERRY AND ESTORIA CHERRY,
 et al.,

15 Plaintiffs,

16 v.

17 THE CITY COLLEGE OF SAN FRANCISCO
 18 ("City College"), et al.,

19 Defendants.

Case No: C04-4981 WHA

**SUPPLEMENTAL DECLARATION
 OF ERIC D. SENTLINGER IN
 SUPPORT OF APPLICATION FOR
 GOOD FAITH SETTLEMENT
 DETERMINATION BETWEEN
 CROSS-COMPLAINANT AND
 VANIR CONSTRUCTION
 MANAGEMENT, INC.**

20 AND RELATED CROSS-ACTION
 21

22 I, Eric D. Sentlinger declare as follows:

23 1. I am an associate at the law firm of Wright, Robinson, Ostheimer & Tatum,
 24 attorneys of record for defendant VANIR CONSTRUCTION MANAGEMENT, INC, and I have
 25 personal knowledge and could competently testify to the matters set forth herein.
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2. I make this declaration in support of VANIR CONSTRUCTION MANAGEMENT, INC's Application for Determination of Good Faith Settlement, and in accordance with Code of Civil Procedure § 877.6(a)(2).

3. On November 29, 2006, the following documents were served via certified mail, return receipt requested, on all parties to this action, pursuant to Code of Civil Procedure § 877.6(a)(2):

- (a) Notice Of Settlement And Application For Good Faith Settlement Determination Between Cross-Complainant And Vanir Construction Management, Inc., dated November 28, 2006;
- (b) Application For Order Confirming Good Faith Of Settlement Pursuant To C.C.P. §877.6 Between Cross-Complainant And Vanir Construction Management, Inc. And Order, dated November 28, 2006
- (c) Declaration of Eric D. Sentlinger in Support of Application For Order Confirming Good Faith Of Settlement Pursuant To C.C.P. §877.6 Between Cross-Complainant And Vanir Construction Management, Inc, dated November 28, 2006; and
- (d) [Proposed] Order Granting Application For Good Faith Settlement Determination Between Cross-Complainant And Vanir Construction Management, Inc.

A proof of service relating to the above-referenced documents has also been filed herewith.

4. Due to a clerical error and inadvertent mistake, the aforementioned documents were not sent by certified mail with return receipt requested on November 28, 2006 as noted in my declaration dated November 28, 2006, but were only sent via United States District Court-Northern District's electronic filing system.

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4. All provisions of Code of Civil Procedure § 877.6(a)(2) for obtaining a good faith determination of settlement have been complied with.

I certify and declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 29th day of November 2006 in San Francisco, California.

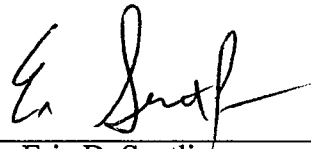

Eric D. Sentlinger

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is entered into by and between the San Francisco Community College District, a public entity organized under the laws of the State of California ("District" or "SFCCD") and Vanir Construction Management, Inc., a California corporation ("Vanir") to formalize the settlement of certain claims that are the subject of a lawsuit filed in the United States District Court (Northern District of California), Case No. C04-4981, entitled *Margie Cherry, et al. v. The City College of San Francisco*, including all related cross actions (the "Action"). The District and Vanir are collectively referred to herein as the "Parties" and individually as a "Party." This Agreement shall become effective upon its execution by the Parties, and the issuance of a court order determining this settlement to be in good faith pursuant to California Code of Civil Procedure Section 877 et seq. ("Effective Date").

RECITALS

A. On or about July 23, 1993, the District and Vanir entered into that certain "Agreement for Special Services," as amended by the Contract Modification dated May 26, 1994, the Modification of Agreement dated May 27, 1994 and the Modification of Agreement dated July 28, 1994 (collectively, the "Contract"). Under the Contract, Vanir initially agreed to provide construction management services for the District's Rosenberg Library project and subsequently agreed to provide construction management and inspection services for the District's Architectural Barrier Removal project (collectively, the "Projects").

B. On or about November 23, 2004, Plaintiffs Estoria and Margie Cherry brought the Action against San Francisco Community College District (erroneously sued therein as "The City College of San Francisco") to obtain equitable relief and damages due to alleged non-compliance with Title II of the Americans with Disabilities Act, 42 U.S.C. Sections 12131 et seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sections 794 et seq., and Title 24 of the California Building Code. On or about June 15, 2005, plaintiffs in the Action sought and were granted partial class certification. The certified class includes "All students disabled by mobility impairments enrolled at City College of San Francisco since November 23, 2001, and who seek access to its services, programs and/or activities." The named and class plaintiffs are referred to herein as "Plaintiffs."

C. On or about April 17, 2006, an Amended Stipulated Judgment was entered resolving the action as between Plaintiffs and SFCCD. Therein, SFCCD became obligated to pay certain sums of money to Plaintiffs and to provide equitable relief to all

members of the class in the form of construction and repair of non-compliant disability access features on its Ocean Avenue campus (including the Projects), and to pay damages, attorneys' fees and consultant costs.

D. On or about June 1, 2006, the District filed a Cross-Complaint in the Action for Express, Implied and Equitable Indemnity, Breach of Contract, Declaratory Relief, and Apportionment of Fault naming Vanir and others as Cross-Defendants. The District Cross-Complaint seeks indemnification from Vanir for damages and costs allegedly incurred by the District in defending and settling the Action, including but not limited to Plaintiffs' claims for bodily injuries and property damage which were settled in the Action. The Contract between Vanir and the District is attached to the District's Cross-Complaint as "Exhibit C."

E. Vanir denies each and every allegation contained in the District's Cross-Complaint. Vanir further denies that it is liable to the District for indemnification or damages with respect to the Action, the Contract or the Projects, or at all.

F. The District and Vanir now wish to resolve the foregoing claims, without any admission of liability or wrongdoing, or injury or damages, as more particularly set forth below.

In consideration for the full and timely performance of the Terms and Conditions of this Agreement, the District and Vanir agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. District Board Approval. An express condition precedent to the effectiveness of this Agreement was that the District obtain approval from its Board of Trustees of the terms and conditions of this Agreement. The Board of Trustees approved this Agreement by oral motion at its Board meeting on September 28, 2006.

3. Good Faith Settlement Determination. This Agreement is expressly contingent upon a finding by the Court that the settlement is a "Good Faith Settlement" under the provisions of California Code of Civil Procedure §§ 877 and 877.6 and any applicable authority. Should the Court deny Vanir's application or motion for determination of good faith settlement, Vanir shall be excused from any obligations created by this agreement. SFCCD hereby agrees to fully cooperate with Vanir in preparing said application or motion for good faith settlement and further agrees not to oppose any application or motion for good faith settlement filed by Vanir in this action. So as not to delay the Effective Date of this Agreement, Vanir agrees to adopt the most expeditious method of seeking this determination, and in any event, shall make said motion for good faith settlement within within 15 days of the execution of this agreement. If the Court makes a specific finding that this settlement was not made in good faith, then Vanir shall be excused from any obligations created by this Agreement. However, if the Court denies Vanir's application on other grounds, i.e.

jurisdiction, choice of law, or otherwise, Vanir shall still be obligated to comply with the terms of this Agreement.

4. Settlement Payment. Within ten (10) days of the Effective Date, Vanir shall pay to the District the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), to be funded by check made payable to San Francisco Community College District. Vanir shall deliver the check to the District's counsel, Stubbs & Leone.

5. Stipulation and Order. Within twenty (20) days of the Effective Date, and provided that Vanir has fully complied with Section 4 above, the Parties shall cause to be filed with the Court a Stipulation and Order of Dismissal with Prejudice of the District Cross-Complaint against Vanir.

6. References. In contemporaneous exchange for Vanir's remittance to the District, the District shall deliver to Vanir ten (10) original signed letters of reference in the form attached hereto as Exhibit "A. It is agreed that the District and Vanir will not disparage the other party, either in writing or orally, with respect to any matters related to the Settlement Agreement or the services provided as referenced therein. Specifically, however, Vanir understands and recognizes that the District is comprised of over 500 employees and staff and the District cannot control all the remarks made by such individuals or curtail their right of free speech. Therefore, the parties agree that should the following individuals, Vice-Chancellor of Administration and Business, Peter Goldstein, and/or Vice-Chancellor of Facilities Planning, James Blumquist, be contacted by a third party for any reason regarding Vanir, these individuals shall report that Vanir: (a) performed its Project services in a satisfactory manner, (b) fulfilled all of its obligations under the Contract, (c) at all times acted in a professional manner, and (d) at all times acted in the best interests of the District. This provision shall not prohibit or curtail either Vanir or the District, including those referenced above, from providing truthful testimony under oath.

7. Waiver of Costs. The Parties agree that each will bear their own costs, expenses and attorney's fees arising out of and/or incurred in connected with the Action, including the negotiation, drafting of and execution of this Agreement.

8. Mutual Releases. The Parties to this Agreement, on behalf of themselves and their respective shareholders, directors, officers, principals, Board of Trustees, Board members, agents, employees, servants, representatives, attorneys, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, trustors, trustees, beneficiaries, partners, insurers (including sureties and reinsurers), and any and all others who may claim through them, do hereby fully release, remise and forever discharge each other, and each of their respective shareholders, directors, officers, principals, Board of Trustees, Board members, agents, employees, servants, attorneys, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, trustors, trustees, beneficiaries, partners, insurers (including sureties and reinsurers), and any and all others who may claim through them, from any and all rights, claims, actions, judgments, obligations, damages, demands, debts, liabilities or causes of action that are claimed or alleged, or

that could have been claimed or alleged, whether known or unknown, suspected or unsuspected, arising out of or in any way related to the Action, the Contract the Projects and the relationship of the Parties prior to the Effective Date of this Agreement (the "Released Claims").

9. Unknown Claims. With respect to the Released Claims, the Parties intend to waive all known and unknown claims and hereby expressly waive any and all rights and claims against each other under California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

10. No Admissions of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties hereto, or any of them, previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by any Party of any fault or liability whatsoever to any other Party or to any third party. The Parties agree that these are essential and material terms without which they would not have delivered the consideration for this Agreement.

11. No Prior Assignment. The Parties each represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer any claim, demand, debt, liability or cause of action herein released.

12. Entire Agreement. This Agreement reflects the full understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements between the Parties, whether oral or written.

13. Modifications. No modifications to this Agreement shall be effective unless in writing signed by each of the Parties hereto.

14. Construction. The Parties to this Agreement, and each of them acknowledge the following: (a) that this Agreement is a result of extensive good faith negotiations between the Parties through their respective counsel, (b) each Party has had an opportunity to review this Agreement with counsel prior to execution, and (c) that this Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and the rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Authority. All Parties represent and warrant that they have the requisite power, authority and legal right necessary to execute and deliver this Agreement and to perform and carry out the transactions contemplated by this Agreement upon the terms and subject to the conditions of this Agreement. Each of the individuals executing this Agreement on behalf of a Party represents and that each has been duly authorized by that Party to execute this Agreement on the Party's behalf. This Agreement is freely and voluntarily entered into and executed upon the advice of respective counsel for each of the Parties.

16. Successors-in-Interest: The terms of this Agreement shall be binding upon the heirs, representatives, successors-in-interest and assigns of the Parties.

17. Severability. The provisions of this Agreement are severable, and if any provision is found to be wholly or partially unenforceable, or contrary to any public policy, law, statute and/or ordinance, the other paragraphs shall remain fully valid and enforceable.

18. Cooperation. The Parties shall execute any and all documents reasonably necessary to effectuate the intents and purposes of this Agreement.

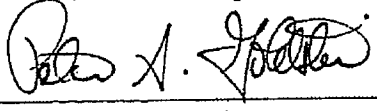
19. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California and the procedural laws of the United States. The exclusive jurisdiction and venue of any action to interpret or enforce this Agreement shall be the United States District Court, Northern District of California.

20. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if all the signatures were contained in one document.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND EXPRESSLY CONSENT THERETO. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK ADVICE OF COUNSEL, AND ENTER INTO THIS AGREEMENT HAVING RECEIVED SUCH NOTICE.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

SAN FRANCISCO COMMUNITY COLLEGE
DISTRICT, a California public entity

By: 
Peter A. Goldstein
Vice Chancellor of Finance & Administration
Dated: 11/14, 2006

VANIR CONSTRUCTION MANAGEMENT, INC.,
a California corporation

By: _____
Mansour M. Aliabadi
President
Dated: _____, 2006

APPROVED AS TO FORM AND CONTENT ONLY:

STUBBS & LEONE

Kathleen Darmagnac
Attorneys for SAN FRANCISCO
COMMUNITY COLLEGE DISTRICT
Dated: _____, 2006

H. Vincent McLaughlin
Attorney for VANIR CONSTRUCTION
MANAGEMENT, INC.
Dated: _____, 2006

SAN FRANCISCO COMMUNITY COLLEGE
DISTRICT, a California public entity

By: _____
Peter A. Goldstein
Vice Chancellor of Finance & Administration
Dated: _____, 2006

VANIR CONSTRUCTION MANAGEMENT, INC.,
a California corporation

By: _____
Mansour M. Aliabadi
President
Dated: 11/13 / , 2006

APPROVED AS TO FORM AND CONTENT ONLY:

STUBBS & LEONE

Kathleen Darmagnac
Attorneys for SAN FRANCISCO
COMMUNITY COLLEGE DISTRICT
Dated: Nov 17 , 2006

H. Vincent McLaughlin
Attorney for VANIR CONSTRUCTION
MANAGEMENT, INC.
Dated: 11/13 , 2006

EXHIBIT B

DRAFT-EXHIBIT ONLY

1 LOUIS A. LEONE, ESQ. (CSB #099874)
2 KATHLEEN DARMAGNAC, ESQ. (CSB #150843)
3 **STUBBS & LEONE**
4 2175 N. California Blvd., Suite 900
5 Walnut Creek, CA 94596
6 Telephone: (925) 974-8600
7 Facsimile: (925) 974-8601

8 Attorneys for Defendant and Cross-Complainant
9 SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 MARGIE CHERRY and ESTORIA
13 CHERRY on behalf of themselves and all
14 others similarly situated,

15 Plaintiffs,

16 vs.

17 THE CITY COLLEGE OF SAN
18 FRANCISCO ("City College"); et al.

19 Defendants.

20 SAN FRANCISCO COMMUNITY
21 COLLEGE DISTRICT,

22 Cross-Complainant,

23 vs.

24 SWINERTON & WALBERG COMPANY, a
25 California corporation; VANIR
26 CONSTRUCTION MANAGEMENT, INC., a
27 California corporation; PATRI, BURLAGE,
28 MERKER ARCHITECTS, a California
corporation. and its successor-in-interest;
PATRI.MERKER ARCHITECTS, INC., a
California corporation; NIBBI BROS. INC, a
California corporation, and ROES 1-20,

Cross-Defendants.

Case No.: C04-4981 WHA

**STIPULATION FOR AND ORDER
DISMISSING CROSS-COMPLAINT,
WITH PREJUDICE**

[Fed.R.Civ.Proc. , Rule 41(c)]

DRAFT-EXHIBIT ONLY

1 Pursuant to Rule 41(c) of the Federal Rules of Civil Procedure, IT IS HEREBY
2 STIPULATED by and between the parties to this action through their designated
3 counsel of record, that the Cross-Claims filed on June 1, 2006 by cross-
4 complainant/defendant SAN FRANCISCO COMMUNITY COLLEGE DISTRICT against
5 cross-defendants SWINERTON & WALBERG COMPANY, VANIR CONSTRUCTION
6 MANAGEMENT, INC., PATRI, BURLAGE, MERKER ARCHITECTS, PATRI.MERKER
7 ARCHITECTS, INC., and NIBBI BROS. INC, shall be dismissed, with prejudice, each
8 side to bear her or its own attorneys' fees and costs of suit.

9
10 Dated: October 13, 2006

GORDON & REES

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13 LISA A. PERROT
14 Attorney for Cross-Defendant Patri,
Burlage, Merker Architects and

15 Dated: October __, 2006

HANSON BRIDGETT

16
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18 KURT A. FRANKLIN
19 Attorney for Cross-Defendant
Swinterton Builders

20 Dated: October __, 2006

21
22 H.VINCENT MCLAUGHLIN
23 Attorney for Cross-Defendant Vanir
Construction Management, Inc.

24 Dated: October __, 2006

25
26 ROBERT NIBBI
27 NIBBI BROTHERS
28

DRAFT-EXHIBIT ONLY

1 Pursuant to Rule 41(c) of the Federal Rules of Civil Procedure, IT IS HEREBY
2 STIPULATED by and between the parties to this action through their designated
3 counsel of record, that the Cross-Claims filed on June 1, 2006, and amended on
4 September 15, 2006, by cross-complainant/defendant SAN FRANCISCO COMMUNITY
5 COLLEGE DISTRICT against cross-defendants SWINERTON & WALBERG
6 COMPANY, VANIR CONSTRUCTION MANAGEMENT, INC., PATRI, BURLAGE,
7 MERKER ARCHITECTS, PATRI.MERKER ARCHITECTS, INC., and NIBBI BROS.
8 INC, shall be dismissed, with prejudice, each side to bear her or its own attorneys' fees
9 and costs of suit.

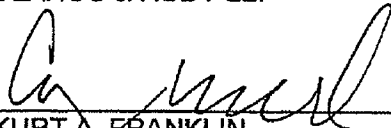
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11 Dated: October __, 2006

GORDON & REES

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13 _____
14 LISA A. PERROT
15 Attorney for Cross-Defendant Patri,
Burlage, Merker Architects and

16 Dated: November 21, 2006

17 HANSON BRIDGETT MARCUS
18 VLAHOS & RUDY LLP

19 
20 _____
21 KURT A. FRANKLIN
22 GREGORY J. KORBEL
23 Attorney for Cross-Defendant
24 Swinerton Builders

25 Dated: October __, 2006

26 _____
27 H.VINCENT MCLAUGHLIN
28 Attorney for Cross-Defendant Vanir
Construction Management, Inc.

29 Dated: October __, 2006

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31 ROBERT NIBBI
32 NIBBI BROTHERS

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4 September 15, 2006, by cross-complainant/defendant SAN FRANCISCO COMMUNITY
5 COLLEGE DISTRICT against cross-defendants SWINERTON & WALBERG
6 COMPANY, VANIR CONSTRUCTION MANAGEMENT, INC., PATRI, BURLAGE,
7 MERKER ARCHITECTS, PATRI.MERKER ARCHITECTS, INC., and NIBBI BROS.
8 INC, shall be dismissed, with prejudice, each side to bear her or its own attorneys' fees
9 and costs of suit.

10
11 Dated: October __, 2006

GORDON & REES

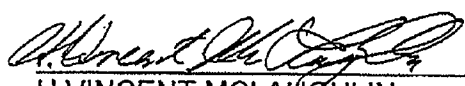
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14 _____
15 LISA A. PERROT
16 Attorney for Cross-Defendant Patri,
17 Burlage, Merker Architects and

18
19 Dated: October __, 2006

HANSON BRIDGETT

20 _____
21 KURT A. FRANKLIN
22 Attorney for Cross-Defendant
23 Swinterton Builders

24
25 Dated: November 16, 2006

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27 
28 H.VINCENT MCLAUGHLIN
Attorney for Cross-Defendant Vanir
Construction Management, Inc.

29
30 Dated: October __, 2006

31 _____
32 ROBERT NIBBI
33 NIBBI BROTHERS

DRAFT-EXHIBIT ONLY

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2 STIPULATED by and between the parties to this action through their designated
3 counsel of record, that the Cross-Claims filed on June 1, 2006 by cross-
4 complainant/defendant SAN FRANCISCO COMMUNITY COLLEGE DISTRICT against
5 cross-defendants SWINERTON & WALBERG COMPANY, VANIR CONSTRUCTION
6 MANAGEMENT, INC., PATRI, BURLAGE, MERKER ARCHITECTS, PATRI.MERKER
7 ARCHITECTS, INC., and NIBBI BROS. INC, shall be dismissed, with prejudice, each
8 side to bear her or its own attorneys' fees and costs of suit.

9
10 Dated: October __, 2006

GORDON & REES

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LISA A. PERROT
14 Attorney for Cross-Defendant Patri,
Burlage, Merker Architects and

15 Dated: October __, 2006

HANSON BRIDGETT

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KURT A. FRANKLIN
19 Attorney for Cross-Defendant
Swinterton Builders

20 Dated: October __, 2006

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H.VINCENT MCLAUGHLIN
23 Attorney for Cross-Defendant Vanir
Construction Management, Inc.

24 Dated: October 16, 2006

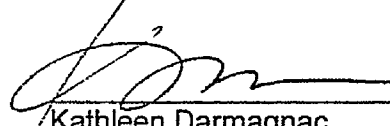
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ROBERT NIBBI
28 NIBBI BROTHERS

DRAFT-EXHIBIT ONLY

1 Dated: November 27, 2006

2 STUBBS & LEONE

3 

4 Kathleen Darmagnac
5 Attorneys for Cross-
6 Complainant/Defendants
7 SAN FRANCISCO COMMUNITY
8 COLLEGE DISTRICT

9 The cross-claims by SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
10 against cross-defendants SWINERTON & WALBERG COMPANY, VANIR
11 CONSTRUCTION MANAGEMENT, INC., PATRI, BURLAGE, MERKER ARCHITECTS,
12 PATRI.MERKER ARCHITECTS, INC., and NIBBI BROS. INC are dismissed, with
13 prejudice, each party to bear her or its attorneys' fees and costs.

14 **IT IS SO ORDERED:**

15 DATED: _____

16 _____
17 Honorable William H. Alsup
18 United States District Judge