



1 of 2 DOCUMENTS

MEPCO SERVICES, INC., Plaintiff, Cross-Defendant and Respondent, v. SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, Defendant, Cross-Complainant and Appellant; HARTFORD FIRE INSURANCE COMPANY, Cross-Defendant and Respondent.

D055018

COURT OF APPEAL OF CALIFORNIA, FOURTH APPELLATE DISTRICT, DIVISION ONE

2010 Cal. App. LEXIS 1978

November 22, 2010, Filed

NOTICE: CERTIFIED FOR PARTIAL PUBLICATION *

* Pursuant to *California Rules of Court, rule 8.1110*, this opinion is certified for publication with the exception of part III.A. through E.

PRIOR HISTORY: [*1]

Superior Court No. 37-2008-00086601-CU-BC-CTL. *Mepco Services, Inc. v. Saddleback Valley Unified School Dist., 2010 Cal. App. LEXIS 1874 (Cal. App. 4th Dist., Nov. 2, 2010)*

JUDGES: Opinion by McConnell, P. J.

OPINION BY: McConnell

OPINION

ORDER MODIFYING OPINION

[NO CHANGE IN JUDGEMENT]

THE COURT.--IT IS ORDERED that the opinion filed herein on November 2, 2010 be modified as follows:

On page 66, in the last paragraph and at the end of the first sentence, the following footnote is added after the words "attorneys' fees in addition to other costs." The footnote will become footnote 26, which will require renumbering of all subsequent footnotes.

Civil Code section 1717, subdivision (a) also states: "Where a contract provides for attorney's fees, as set forth above, that provision shall be construed as applying to *the entire contract*, unless each party was represented by counsel in the negotiation and execution of the contract, and the fact of that representation is specified in the contract." (Italics added.) Neither party raises an argument about this portion of the statute on appeal. We therefore express no opinion with respect to the potential applicability of this portion of the statute to the issues in this case.

There is no change in the judgment.