

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered into by:

Plaintiff: SUSAN LEONARD ("Plaintiff");

Defendants, Cross-Complainants and/or Cross-Defendants: CITY OF REDLANDS, VERIZON CALIFORNIA INC., GLOBETEC OF CALIFORNIA and MAS TEC NORTH AMERICA, INC., ("Settling Defendants");

Plaintiff and Settling Defendants are collectively referred to as the "Parties" and individually as "Party."

RECITALS

A. Plaintiff filed a Complaint against Salvador Medina, Salvador Medina, dba Net One Communications, City of Redlands, Verizon California Inc., Globetec of California, Inc. (erroneously sued and served as Globetec of California/MasTec North America), MasTec North America, Inc. (erroneously sued and served as Globetec of California/MasTec North America), and Does 1 through 100, inclusive ("Defendants"), in the San Bernardino County Superior Court, State of California, Case No.: CIV DS914717 ("Complaint"). In the Complaint, Plaintiff sought to recover monetary damages as a result of alleged personal injuries to Plaintiff that occurred on or about November 11, 2008, arising out a fall when she hit a pothole while riding her bicycle westbound on Cypress Avenue approximately forty feet (40') east of Cajon Street in the City of Redlands, State of California.

B. Defendant Verizon California Inc. has filed a Cross-Complaint against Salvador Medina, Salvador Medina dba Net One Communications, City of Redlands, Globetec of California/MasTec North America and Roes 1 through 20, inclusive.

C. Defendants Globetec of California, Inc. and MasTec North America, Inc. have filed a Cross-Complaint against Salvador Medina, individually and doing business as Net One Communications Construction, Net One Communications, a business organization of unknown form, Net One Communications Construction, Inc., a California corporation, City of Redlands and Roes 1 – 20, inclusive, as Cross-Defendants.

D. The Complaint and the Cross-Complaints are collectively referred to as the "Action."

E. The Parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint and the Cross-Complaints, upon the terms and conditions set forth below.

RELEASE

1. Release and Discharge by the Plaintiff.

Plaintiff completely releases and forever discharges Settling Defendants, and each of their respective parent companies, subsidiaries, affiliate, divisions or related legal entities, successors-in-interest, predecessors-in-interest, partners, joint ventures, assigns, shareholders, officers, directors, past, present and future principals, agents, employees, servants, representatives, and all persons, firms, associations and corporations connected with them, including without limitation their insurers, sureties, and attorneys (collectively referred to as "the Releasees"), of and from any and all claims, demands, causes of action, obligations, debts, warranties (implied and/or express), guaranties, liens, balances, liabilities, demands, damages, losses, costs (except as set forth in Paragraph 3 below), attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, suspected or unsuspected, anticipated or unanticipated, fixed or contingent, which the Plaintiff may now have or may hereafter have against Releasees by reason of any matter, cause or thing arising out of, or in any manner connected with the Complaint or the facts giving rise to the Complaint; provided, however, that this release does not discharge any obligations undertaken by the Parties pursuant to the Agreement.

This release shall extend to every type of claim, whether based on a tort, contract or other theory of recovery, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of the facts giving rise to the Complaint, including, without limitation, any and all known or unknown claims for bodily and personal injuries and related claims, such as for loss of consortium, by Plaintiff, which have resulted or may result from the alleged acts or omissions of the Settling Defendants.

Plaintiff understands and agrees that the consideration for the release and discharge set forth above consists of the promise of payments, and Plaintiff further understands and agrees that no interruption or delay of any payment, or breach of any payment provision, shall affect the final, binding effect of said release and discharge.

Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement. Plaintiff further agrees that Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than what Plaintiff believes. It is understood and agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Settling Defendants, by whom liability is expressly denied.

Plaintiff has had the benefit of legal counsel, and has been advised of, understands, and knowingly and specifically waives her rights under California Civil Code §1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW NOR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING A RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2. Release and Discharge by the Settling Defendants

The Settling Defendants completely release and forever discharge each other, and each of their respective parent companies, subsidiaries, affiliate, divisions or related legal entities, successors-in-interest, predecessors-in-interest, partners, joint ventures, assigns, shareholders, officers, directors, past, present and future principals, agents, employees, servants, representatives, and all persons, firms, associations and corporations connected with them, including without limitation their insurers, sureties, and attorneys (collectively referred to as "the Releasees"), of and from any and all claims, demands, causes of action, obligations, debts, warranties (implied and/or express), guaranties, liens, balances, liabilities, demands, damages, losses, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, suspected or unsuspected, anticipated or unanticipated, fixed or contingent, which each Settling Defendant may now have or may hereafter have against Releasees by reason of any matter, cause or thing arising out of, or in any manner connected with the Complaint and/or any Cross-Complaint or the facts giving rise to the Complaint and/or any Cross-Complaint in the Action; provided, however, that this release does not discharge any obligations undertaken by the Parties pursuant to the Agreement.

This release shall extend to every type of claim, whether based on a tort, contract or other theory of recovery, which each Settling Defendant now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of the facts giving rise to the Complaint and/or any Cross-Complaint in the Action, including, without limitation, any and all known or unknown claims for bodily and personal injuries, indemnity, contribution and related claims, by the Parties, which have resulted or may result from the alleged acts or omissions of the Settling Defendants.

The Settling Defendants understand and agree that the consideration for the release and discharge set forth above consists of the promise of payments, and the Settling Defendants further understand and agree that no interruption or delay of any payment, or breach of any payment provision, shall affect the final, binding effect of said release and discharge.

The Settling Defendants acknowledge and agree that the release and discharge set forth above is a general release. The Settling Defendants expressly waive and assume the risk of any and all claims for damages which exist as of this date, but which the Settling Defendants do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect each Settling Defendant's decision to enter into this Settlement Agreement. Each Settling Defendant assumes the risk that the facts or law may be other than what each Settling Defendant believes. It is understood and agreed by each Settling Defendant that this

settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability, fault and/or breach on the part of the Settling Defendants, by whom liability, fault and/or breach are expressly denied.

The Settling Defendants have each had the benefit of legal counsel, and have each been advised of, understands, and knowingly and specifically waives his or her or its rights under California Civil Code §1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW NOR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING A RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. Payments.

Settling Defendants agree to pay Plaintiff by checks or drafts the total amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00). Settling Defendants have agreed to contribute the following sums:

(1) Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00) to be paid by Verizon California Inc., Globetec of California and MasTec North America, Inc.; and,

(2) Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to be paid by City of Redlands.

Upon approval of the settlement by City of Redlands' City Council, Defendants will then issue their respective checks or drafts and made payable to "Susan Leonard and Law Office of Gary D. Baughman, APC," Federal Tax Identification Number 26-3163456.

4. Complete Defense

This Settlement Agreement may be asserted as a complete defense to any claim that may be brought relating to any released claim made by the Parties in the Action as set forth above.

5. Enforceability

This Settlement Agreement shall be enforceable as between all Parties notwithstanding the failure to one or more Parties to execute it. The Parties hereto agree that this Settlement Agreement shall constitute a "stipulation in writing" pursuant to California Code of Civil Procedure §§664.6 and 664.7. At the request of any Party, the Court may enter judgment pursuant to the terms set forth in the Settlement Agreement, and will retain jurisdiction over the Parties to enforce this Settlement Agreement in full until its final performance. This includes tolling of any applicable statutes of

limitations, rules of court or orders, including the five-year dismissal statute for purposes of enforcement of this Settlement Agreement.

6. Attorneys' Fees and Costs.

Each Party hereto shall bear her, its or their own attorneys' fees and costs arising from the Action, if any, in connection with the Complaint and/or any Cross-Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of the dismissal of the Complaint, the dismissals of any Cross-Complaint and all related matters.

7. Filing of Dismissals.

Within ten (10) days after execution of this Settlement Agreement by all Parties hereto, and further upon payment of all cash sums to be paid to Plaintiff hereunder (as set forth in Paragraph 3 above), whichever is later, the following shall occur:

(a) Plaintiff shall file and serve a Request for Dismissal of her Complaint in its entirety with prejudice and as to all causes of action; and,

(b) All Defendants and Cross-Complainants shall file and serve a Request for Dismissal of their respective Cross-Complaint, if any, in its entirety with prejudice.

8. Assumption of Liens.

Plaintiff and her attorneys shall be responsible for any and all past, present and future medical liens, insurance liens, attorney liens and all other liens, actions and/or subrogation claims (hereinafter collectively referred to as "claims"), known or unknown, which are asserted or may be asserted, that are filed, brought or submitted by any insurers, health care providers, attorneys or others against Settling Defendants, their insurers and their attorneys arising out of, based upon or relating to the alleged acts, omissions or disputes asserted in the Action, and Plaintiff shall indemnify, defend and hold Settling Defendants, their insurers and their attorneys harmless, if any such claims are brought against Settling Defendants.

9. Confidentiality.

Plaintiff and Verizon California Inc, Globetec of California and MasTec North America, Inc. agree that they shall not disclose or publish or cause to be disclosed or published to any entity or person whatsoever (except their attorneys, officers, accountants, tax advisors, or current, former or prospective insurers) the following: the fact of or contents of the Action, including any and all facts or allegations contained in any documents, or any facts that led up to the filing of the Action, the fact of settlement, amount of settlement and/or the content of the terms of this Settlement Agreement, and the discussions and circumstances preceding the Settlement Agreement.

10. No Prior Assignments or Transfers.

The Parties executing this Settlement Agreement each represent and warrant that there has been no assignment or other transfer of any claim or causes of action which they are releasing pursuant to the terms of this Settlement Agreement, except as expressly stated herein.

11. Covenant Not To Sue.

In consideration of the payment of the settlement sum, the Parties hereto represent and warrant that each will forever refrain from instituting and prosecuting a lawsuit against any other Party hereto for anything relating to the released claims except as related to the enforcement of this Settlement Agreement.

12. No Admission of Liability.

In entering into this Settlement Agreement, no Party is admitting the sufficiency of any claims, allegations, assertions, contentions, or positions of any other Party, nor the sufficiency of the defense to any such claims, allegations, assertions, contentions, or positions. By settling, it is not to be construed that any Party is admitting liability and, in fact to the contrary, each Party hereto expressly denies any liability on his, their or its part.

13. Good Faith Settlement

The Parties agree, acknowledge and stipulate that the settlement being entered into herein is in good faith under the provisions of California Code of Civil Procedure, §§877 and 877.6. As necessary, the Parties further agree to cooperate and enter a Stipulation or prepare other papers for submission to the Court for its Order thereon that the settlement being entered into herein is in good faith.

14. Integrated Agreement.

This Agreement embodies the entire Settlement Agreement and supersedes all other settlement agreements of the Parties concerning the resolution of all disputes between Plaintiff and Settling Defendants, and by and between the Settling Defendants relating to the issues identified in the released claims and the terms and conditions contained herein shall inure to the benefit of, and be binding upon, the heirs, representatives, successors and assigns of each of the Parties hereto.

15. Captions and Interpretations.

The paragraph titles or captions are inserted in this Settlement Agreement as a matter of convenience. As such, the paragraph titles or captions are not intended to define, limit or describe the scope of any provision.

16. Enforcement of Agreement.

A breach of this Settlement Agreement by any one or more Parties does not affect the enforceability of applicability of this Settlement Agreement as to the other, or non-breaching Party or Parties.

17. Representation of Comprehension of Document.

In entering into this Settlement Agreement, the Plaintiff represents that she has relied upon the advice of her own attorneys; that the terms of this Settlement Agreement have been read by

Plaintiff and completely explained to Plaintiff by her attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Plaintiff.

Plaintiff acknowledges that her decision to enter into this Settlement Agreement is not based on any statement, writing, or representation by any Releasee, or by any of their representatives or attorneys, regarding the effects or consequences of this Settlement Agreement under the tax laws, government benefits laws, or other laws of any jurisdiction.

In entering into this Settlement Agreement, each Settling Defendant represents that it has relied upon the advice of its own attorneys; that the terms of this Settlement Agreement have been understood and completely explained to each Settling Defendant by its attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by each Settling Defendant.

Each Settling Defendant acknowledges that its decision to enter into this Settlement Agreement is not based on any statement, writing, or representation by any Releasee, or by any of their representatives or attorneys, regarding the effects or consequences of this Settlement Agreement under the laws of any jurisdiction.

18. Warranty of Authorized Signatories.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Settlement Agreement on behalf of the Party for whom he or she purports to sign, and each agrees to defend, indemnify, and hold harmless each other Party against each claim, suit or demand, including necessary expenses of investigation and reasonable attorneys' fees, in which it may be asserted that he or she was not competent and/or not so authorized to execute this Settlement Agreement and receive the consideration therefore.

19. Additional Documents.

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

20. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement among the Parties hereto with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

21. Governing Law.

This Settlement Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California.

22. Severability.

If any provision or any part of any provision of this Settlement Agreement shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Settlement Agreement shall not be affected thereby.

23. Effective Date.

This Settlement Agreement shall be effective on the date it has been signed by all Parties.

24. Counterparts.

This Settlement Agreement may be signed by the parties in counterparts, and each signed counterpart shall become part of the final Settlement Agreement and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

Dated: March 16, 2011


Susan Leonard
Plaintiff

CITY OF REDLANDS

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

GLOBETEC OF CALIFORNIA

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

MAS TEC NORTH AMERICA, INC.

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

22. Severability.

If any provision or any part of any provision of this Settlement Agreement shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Settlement Agreement shall not be affected thereby.

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Dated: _____, 2011

Susan Leonard
Plaintiff

CITY OF REDLANDS



DATED: March 2, 2011

By: Pete Aguilar (Print Name)
Its: Mayor, City of Redlands (Title)

GLOBETEC OF CALIFORNIA

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

MAS TEC NORTH AMERICA, INC.

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

22. Severability.

If any provision or any part of any provision of this Settlement Agreement shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Settlement Agreement shall not be affected thereby.

23. Effective Date.

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Dated: _____, 2011

Susan Leonard
Plaintiff

CITY OF REDLANDS

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

GLOBETEC OF CALIFORNIA

DATED: MARCH 14, 2011

Meghan Palubicki
By: MEGHAN PALUBICKI (Print Name)
Its: CLAIMS MGR (Title)

MAS TEC NORTH AMERICA, INC.

DATED: MARCH 14, 2011

Meghan Palubicki
By: MEGHAN PALUBICKI (Print Name)
Its: CLAIMS MGR (Title)

VERIZON CALIFORNIA INC.

DATED: March 4, 2011

George M. Cain
By: GEORGE M. CAIN (Print Name)
Its: DESIGNATED AGENT (Title)

APPROVED AS TO FORM AND CONTENT:

LAW OFFICE OF GARY D. BAUGHMAN, APC

DATED: _____, 2011

Gary D. Baughman, Esq.
Attorneys for Plaintiff,
SUSAN LEONARD

KINKLE, RODIGER AND SPRIGGS

DATED: _____, 2011

Bruce E. Disenhouse, Esq.
Attorneys for Defendant and Cross-Defendant CITY
OF REDLANDS

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

DATED: _____, 2011

Peter R. Bing, Esq.
Attorneys for Defendants and Cross-Complainants,
GLOBETEC OF CALIFORNIA and MAS TEC
NORTH AMERICA, INC. and Defendant
VERIZON CALIFORNIA INC.

VERIZON CALIFORNIA INC.

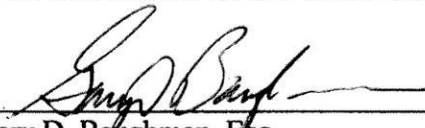
DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

APPROVED AS TO FORM AND CONTENT:

LAW OFFICE OF GARY D. BAUGHMAN, APC

DATED: 3-16- _____, 2011



Gary D. Baughman, Esq.
Attorneys for Plaintiff,
SUSAN LEONARD

KINKLE, RODIGER AND SPRIGGS

DATED: _____, 2011

Bruce E. Disenhouse, Esq.
Attorneys for Defendant and Cross-Defendant CITY
OF REDLANDS

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

DATED: _____, 2011

Peter R. Bing, Esq.
Attorneys for Defendants and Cross-Complainants,
GLOBETEC OF CALIFORNIA and MAS TEC
NORTH AMERICA, INC. and Defendant
VERIZON CALIFORNIA INC.

VERIZON CALIFORNIA INC.

DATED: _____, 2011

By: _____ (Print Name)
Its: _____ (Title)

APPROVED AS TO FORM AND CONTENT:

LAW OFFICE OF GARY D. BAUGHMAN, APC

DATED: _____, 2011

Gary D. Baughman, Esq.
Attorneys for Plaintiff,
SUSAN LEONARD

KINKLE, RODIGER AND SPRIGGS

DATED: 3/7, 2011

Bruce E. Disenhouse, Esq.
Attorneys for Defendant and Cross-Defendant CITY
OF REDLANDS

WILSON, ELSE, MOSKOWITZ,
EDELMA & DICKER LLP

DATED: _____, 2011

Peter R. Bing, Esq.
Attorneys for Defendants and Cross-Complainants,
GLOBETEC OF CALIFORNIA and MAS TEC
NORTH AMERICA, INC. and Defendant
VERIZON CALIFORNIA INC.

VERIZON CALIFORNIA INC.

DATED: _____, 2011

By: _____ (Print Name)

Its: _____ (Title)

APPROVED AS TO FORM AND CONTENT:

LAW OFFICE OF GARY D. BAUGHMAN, APC

DATED: _____, 2011

Gary D. Baughman, Esq.
Attorneys for Plaintiff,
SUSAN LEONARD

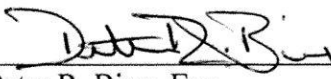
KINKLE, RODIGER AND SPRIGGS

DATED: _____, 2011

Bruce E. Disenhouse, Esq.
Attorneys for Defendant and Cross-Defendant CITY
OF REDLANDS

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

DATED: MARCH 03, 2011



Peter R. Bing, Esq.
Attorneys for Defendants and Cross-Complainants,
GLOBETEC OF CALIFORNIA and MAS TEC
NORTH AMERICA, INC. and Defendant
VERIZON CALIFORNIA INC.

GUILLERMO W. SCHNAIDER
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P.O. Box 1558
837 NORTH ROSS STREET
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(714) 835-9011
FAX (714) 667-7806

March 30, 2011

IN REPLY REFER TO
OUR FILE

RIV-28867-2

City of Redlands
35 Cajon Street, Suite 4
Post Office Box 3005
Redlands, California 92373

Attention: Dan McHugh, City Attorney

Your File: Unknown
Insured: City of Redlands
Claimant: Susan Leonard
Loss Date: November 11, 2008



Dear Mr. McHugh:

We have received the fully executed Settlement Agreement and Mutual Release for this case and attach the original hereto. Please provide our office with the settlement funds of \$12,500.00. We will forward the settlement funds to plaintiff's attorney. We will provide you with a copy of the conformed Request for Dismissal upon receipt.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact the undersigned. In the interim, we will continue to keep you apprised of all developments as they occur.

Yours very truly,

KINKLE, RODIGER AND SPRIGGS
Professional Corporation

Bruce E. Disenhouse

BED/pab
Enclosures