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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**
11

12 DIGITAL SPECTRUM SOLUTIONS,
INC.,

13 Plaintiff,

14 v.

15 EASTMAN KODAK COMPANY and
16 ATICO INTERNATIONAL USA, INC.
and DOES 1 THROUGH 20,

17 Defendants.
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CASE NO. SACV07-0729 JVS (RNBx)
FINAL JUDGMENT

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FINAL JUDGMENT

WHEREAS, on October 2, 2007, Defendant Eastman Kodak Company (“Kodak”) filed a motion to dismiss Claims Two through Seven in the above-captioned lawsuit (Docket Entry (“D.E.”) 8), and on December 14, 2007, this Court granted Kodak’s motion with respect to Plaintiff Digital Spectrum Solutions, Inc.’s (“Plaintiff” or “DSI”) Claims Three through Seven in the Complaint and denied leave to amend (D.E. 39). This Court denied Kodak’s motion with respect to Plaintiff DSI’s Claim Two for breach of contract;

WHEREAS, on January 7, 2008, Plaintiff DSI moved to amend its Complaint (D.E. 41); this Court granted the motion in part on February 14, 2008 (D.E. 70);

WHEREAS, on February 21, 2008, Plaintiff DSI filed its First Amended Complaint (D.E. 75), containing new Claims Three through Eight;

WHEREAS, on January 15, 2008, Kodak and co-defendant Atico International USA, Inc. filed a Joint Motion for Summary Judgment on Claim One (D.E. 43), which the Court granted on February 25, 2008 (D.E. 86);

WHEREAS, on March 10, 2008, Kodak filed a motion to dismiss Claims Three through Eight of the First Amended Complaint (D.E. 81);

WHEREAS, On May 2, 2008, the Court granted Kodak’s motion to dismiss Claims Three through Eight in the First Amended Complaint and denied leave to amend (D.E. 103). Thus, the only remaining claim against Kodak pending before this Court was Claim Two for breach of contract;

WHEREAS, on September 18, 2008, Plaintiff DSI voluntarily dismissed Claim Two with prejudice, Plaintiff DSI stipulated to waive appeal rights to all claims except as to Claim One of the First Amended Complaint (D.E. 123), and the parties stipulated that each party would bear its own attorneys’ fees and costs; and

WHEREAS, on September 19, 2008, this Court ordered the case dismissed on the terms stipulated by Plaintiff DSI and Kodak (D.E. 124).

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1 Accordingly, it is hereby ORDERED and ADJUDGED that judgment is
2 entered in favor of the Defendant Kodak and against Plaintiff DSI on all claims in
3 the Plaintiff's Complaint and First Amended Complaint, including claims of
4 infringement. This constitutes a final judgment for purposes of appeal. While it is
5 understood that Kodak has additional defenses to Claim One, including but not
6 limited to invalidity positions, there is no need to address these defenses in view of
7 the non-infringement holding. Plaintiff DSI has waived its appeal rights as to all
8 claims except Claim One. Kodak and DSI to each bear their own costs and fees in
9 this matter.

10 Let the clerk send a copy of this Judgment to all parties of record.

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12 IT IS SO ORDERED.

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14 DATED: October 7, 2008



James V. Selna
UNITED STATES DISTRICT JUDGE

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