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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

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

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

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

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

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

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

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

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

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