

1 SEYFARTH SHAW LLP  
 2 Dean A. Martoccia (SBN 193185)  
 3 2029 Century Park East, Suite 3300  
 4 Los Angeles, California 90067-3063  
 Telephone: (310) 277-7200  
 5 Facsimile: (310) 201-5219  
 Email: *dmartoccia@seyfarth.com*

6 Attorneys for Plaintiff  
 7 DIAMOND GAME ENTERPRISES, INC.

JS-6

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

10  
 11 DIAMOND GAME ENTERPRISES, INC. ) Case No. CV 07-6239 JFW (JWJx)  
 12 )  
 Plaintiff, ) (JUDGE JOHN F. WALTER, CTRM 16)  
 13 )  
 v. ) **JUDGMENT**  
 14 )  
 JACKPOT PROMOTIONS, LLC, RIVERS )  
 15 FENNELL, DAVID PETTY and JOSEPH )  
 16 STEVENSON, )  
 )  
 17 Defendants. )  
 )  
 18 )  
 19 )

20 **WHEREAS**, the Court, having considered Plaintiff Diamond Game Enterprises, Inc.’s  
 21 (“DGE”) unopposed Motion for Summary Judgment (“Motion”) as against Defendants RIVERS  
 22 FENNELL, DAVID PETTY, and JOSEPH STEVENSON (collectively, “Defendants”), and  
 23 having granted Plaintiff’s Motion in its entirety;

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT** DGE has proven  
 25 all of the elements of all of its claims alleged in the Complaint against Defendants. Accordingly,  
 26 DGE is hereby declared the prevailing party on all of its claims against Defendants and judgment  
 27 should be and hereby is entered in favor of DGE and against Defendants on the merits on all  
 28 claims for relief alleged in DGE’s Complaint.

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**IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED THAT**  
DGE shall recover from Defendants, and each of them, damages in the total amount of  
\$237,718.00.

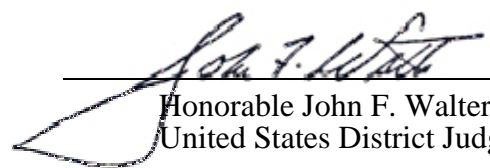
**IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED THAT**  
DGE shall additionally recover from Defendants, and each of them, its costs of suit incurred  
herein in the sum of \_\_\_\_\_.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED THAT,**  
pursuant to *California Civil Code* § 3289, DGE shall additionally recover from Defendants, and  
each of them, statutory prejudgment interest of 10% per annum on \$237,718.00 in the amount of  
\$53,797.69.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED** that the total  
amount of this Judgment shall bear post-judgment interest of \$10.00 per day pursuant to 28  
U.S.C. 1961(a) from the date of the entry of this Judgment until it is satisfied in full. Pursuant to  
*Central District Local Rule 58-7*, a memorandum respecting the computation of interest is  
attached hereto as Attachment A and incorporated herein by reference.

**IT IS SO ORDERED.**

DATED: October 22, 2008

  
\_\_\_\_\_  
Honorable John F. Walter  
United States District Judge

1 **Attachment A**

2 **MEMORANDUM OF POST-JUDGMENT INTEREST**  
3 **PURSUANT TO CENTRAL DISTRICT LOCAL RULE 58-7**

4 Pursuant to 28 U.S.C. Section 1961(a), “[i]nterest shall be allowed on any  
5 money judgment in a civil case recovered in a district court.” Such interest is  
6 “calculated from the date of the entry of the judgment, at a rate equal to the weekly  
7 average 1-year constant maturity Treasury yield, as published by the Board of  
8 Governors of the Federal Reserve System, for the calendar week preceding the date  
9 of the judgment.” Pursuant to Section 1961(b), such interest is to be computed  
10 daily to the date of payment and shall be compounded annually.

11 Plaintiff Diamond Game Enterprises, Inc.’s (“Plaintiff”) Motion for  
12 Summary Judgment as against Defendants RIVERS FENNELL, DAVID PETTY,  
13 and JOSEPH STEVENSON (collectively, “Defendants”) was granted by the Court  
14 in its entirety the week of October 13, 2008. For the week preceding October 13,  
15 2008 - *i.e.*, the week ending October 10, 2008 – the weekly average 1-year  
16 constant maturity Treasury yield published by the Federal Reserve System was  
17 1.24%.

18 Section 1961 applies to awards of attorneys’ fees **and** costs. *Friend v.*  
19 *Kolodziejczak*, 72 F.3d 1386, 1391 (9th Cir. 1995) (“ . . . [I]t follows that costs, as  
20 part of the same judgment, are also covered by the post-judgment interest  
21 statute.”); *Spain v. Mountanos*, 690 F.2d 742, 747-48 (9th Cir. 1982) (application  
22 to fee and cost award in Section 1988 case); *R.W.T. v. Dalton*, 712 F.2d 1225,  
23 1234-35 (8th Cir.) *cert. denied*, 464 U.S. 1009, 78 L.Ed.2d 710, 104 S.Ct. 527  
24 (1983) (awarding interest on both fees and costs).

25 Accordingly, the amount of post-judgment interest per day on Plaintiff’s  
26 damages (\$237,718.00), costs (\$2,864.83), and pre-judgment interest (\$53,797.69),  
27 which total \$294,380.52, is \$10.00.