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10 Attorneys for Defendant
 11 RAYTHEON COMPANY

12 UNITED STATES DISTRICT COURT
 13 IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 L'GARDE, INC., a California 15 corporation, 16 Plaintiff, 17 v. 18 RAYTHEON SPACE AND AIRBORNE 19 SYSTEMS, a business of RAYTHEON COMPANY, a Delaware corporation, 20 Defendant.	}	Case No. CV 11-04592-GW(AGR _x) JUDGMENT
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1 This case brought by Plaintiff L'Garde, Inc. ("L'Garde") against Defendant
2 Raytheon Company ("Raytheon")¹ involves two causes of action, one for fraud
3 and one for breach of contract. (Dkt. No. 1)

4 On September 6, 2013, this Court granted Defendant Raytheon's Second
5 Motion for Summary Judgment on L'Garde's second cause of action for fraud, on
6 the basis that L'Garde could not have justifiably relied on the alleged
7 misrepresentations. (See Dkt. No. 165 (the "Order")).

8 In the Order, this Court also made findings under Fed. R. Civ. P. 56 (g) and
9 granted in part Raytheon's Second Motion for Summary Judgment with respect to
10 L'Garde's first cause of action for breach of contract, "except as to the issue of
11 Defendant's alleged failure to negotiate and the breach of the implied covenant of
12 good faith and fair dealing." (See Dkt. No. 165).

13 A jury trial in this matter came before this Court on January 28, 2014 on the
14 two remaining contract claims. After receiving and hearing evidence from both
15 parties, but before submitting the matter to the jury for deliberation, on February 4,
16 2014, this Court granted Raytheon's Motion for Judgment as a Matter of Law as to
17 the two remaining contract claims. (See Dkt. No. 290). Specifically, the Court
18 found that: (1) there was no legally sufficient evidentiary basis to find for L'Garde
19 on its alleged failure to negotiate claim because L'Garde did not have any reliance
20 damages as required under *Copeland v. Baskin Robbins U.S.A.*, 96 Cal. App. 4th
21 1251, 1260-1264 (2002), and *Rambus Inc. v. Hynix Semiconductor, Inc.*, Case No.
22 C 05-00334 RMW, 2009 U.S. Dist. LEXIS 41026, at **123-125 (N.D. Cal. May
23 14, 2009); and (2) there was no legally sufficient evidentiary basis to find for
24 L'Garde on its claim of breach of the implied covenant of good faith and fair
25 dealing because L'Garde did not allege or prove any acts by Raytheon which were
26 precluded by the implied covenant, and therefore could not allege or prove any
27 breach of the implied covenant of good faith and fair dealing.

28 ¹ Erroneously sued as Raytheon Space and Airborne Systems.

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IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

The Court hereby enters judgment in favor of Defendant Raytheon Company and against Plaintiff L'Garde, Inc. on both causes of action and all claims thereunder. Plaintiff L'Garde, Inc. shall take nothing by its Complaint, which is dismissed with prejudice. Defendant Raytheon Company is entitled to recover its costs of suit, may submit an application to tax costs, and may seek attorneys' fees where appropriate. 1.

DATED: February 20, 2014

By: 
Hon. George H. Wu
United States District Court Judge

Proposed Order prepared by:
SEYFARTH SHAW LLP

By: /s/ Donald G. Featherstun
Donald G. Featherstun
Giovanna A. Ferrari
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Daniel P. Wierzba
Attorneys for Defendant
RAYTHEON COMPANY

1. Plaintiff L'Garde has objected to the inclusion of the reference to any application for attorney's fees by Defendant. In leaving the language in the Judgment, this Court does not find that Defendant has a basis for such application or that any such application would be successful. Likewise, the Court does not, at this time, bar Defendant from making such application.