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28UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIACUBIC TELECOM LIMITED,
Plaintiff,
v.
CHENGBEN WANG,
Defendant.

Case No. 14-cv-02956-EDL

**FURTHER ORDER GRANTING
PARTIAL SUMMARY JUDGMENT
AND CONTINUING PRE-TRIAL
DATES**

On August 20, 2015, this Court issued an Order denying Plaintiff's motion for summary judgment. Dkt. No. 47. In that Order, the Court endeavored to explain to the parties in detail the Court's reasoning and the very narrow issue that survived summary judgment. However, in advance of an upcoming settlement conference and other pre-trial deadlines, the parties requested a telephone conference to discuss the scope of the Order and the upcoming trial. The Court held a telephone conference on September 28, 2015 during which it clarified the scope of its prior Order and also issues the following Further Order on Plaintiff's summary judgment motion.

For the reasons stated during the hearing on Plaintiff's motion for summary judgment, in the Order denying the motion for summary judgment, and during the telephone conference on September 29, 2015, there is no genuine dispute as to Cubic's breach of contract claim and the claim has been established as a matter of law. See Dkt. # 47 at 10 ("the elements for breach of contract are met"). The Court's prior Order did not expressly state that this conclusion was a ruling under Federal Rule of Civil Procedure 56(g), which provides that: "If the court does not grant all the relief requested by the motion, it may enter an order stating any material fact-- including an item of damages or other relief--that is not genuinely in dispute and treating the fact as established in the case." By way of this Order, the Court clarifies that Cubic's breach of contract claim has been established as a matter of law pursuant to Rule 56(g).

United States District Court
Northern District of California

