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8	UNITED STATES D	DISTRICT COURT
9	SOUTHERN DISTRIC	CT OF CALIFORNIA
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11	EDU-SCIENCE (USA) INC.,	Case No. 12-cv-1078-BAS-JLB SECOND AMENDED FINAL
12	Plaintiff, v.	JUDGMENT
13		
14	INTUBRITE LLC, Defendant.	
15	Derendant.	
16 17	INTUBRITE LLC,	
17	Counterclaimant,	
10	v.	
20	EDU-SCIENCE (USA) INC.; EDU- SCIENCE (HK) LTD,	
21	Counterdefendants.	
22	AND RELATED CROSS ACTIONS.	
23		
24		
25	On August 26, 2015, after five days of trial, an impaneled jury of seven	
26	persons returned a special verdict in the instant action. The jury found:	
27	1. Defendant IntuBrite LLC ("IntuBrite") was not liable to Plaintiff Edu-	
28	Science (USA) Inc. for breach of	contract;
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1	2. Counterdefendant Edu-Science (USA) Inc. was liable to Counterclaimant		
2	IntuBrite for breach of contract;		
3	3. IntuBrite suffered \$0 in damages as a result of Edu-Science (USA)'s		
4	breach of contract;		
5	4. Counterdefendant Edu-Science (HK) Ltd. was not liable to		
6	Counterclaimant IntuBrite for breach of contract;		
7	5. Counterdefendant Edu-Science (USA) Inc. was not liable to		
8	Counterclaimant IntuBrite for breach of the implied warranty of		
9	merchantability; and		
10	6. Counterdefendant Edu-Science (HK) Ltd. was not liable to		
11	Counterclaimant IntuBrite for breach of the implied warranty of		
12	merchantability.		
13	In a judgment entered on Novermber 5, 2015, the Court entered judgment in		
14	favor of IntuBrite on the latter's breach of contract claim against Edu-Science		
15	(USA), even though the jury found that IntuBrite suffered no damages. On		
16	December 3, 2015, Edu-Science (USA) and Edu-Science (HK) ("Edu-Science		
17	parties") filed a motion to amend the judgment noting this mistake and requesting		
18	that judgment be entered in favor of the Edu-Science parties on Intubrite's		
19	counterclaims. (ECF No. 195.) The Court entered an Amended Judgment on		
20	December 11, 2015. (ECF No. 199.) On December 28, 2015, IntuBrite filed a motion		
21	to amend the Amended Judgment requesting judgment be entered in favor of		
22	IntuBrite on Edu-Science (USA) Inc.'s breach of contract claim. (ECF No. 200.) The		
23	motion is <b>GRANTED</b> . Accordingly, the Court <b>ORDERS</b> the following:		
24	(1) The Clerk of Court shall enter Judgment in favor of IntuBrite on Edu-		
25	Science (USA) Inc.'s claim for breach of contract.		
26	(2) The Clerk of Court shall enter Judgment in favor of Edu-Science (USA)		
27	Inc. on IntuBrite's counterclaim for breach of contract.		
28	(3) The Clerk of Court shall enter Judgment in favor of Edu-Science (USA)		

1	Inc. on IntuBrite's counterclaim for breach of the implied warranty of	
2	merchantability.	
3	(4) The Clerk of Court shall enter Judgment in favor of Edu-Science (HK) on	
4	IntuBrite's counterclaim for breach of the implied warranty of	
5	merchantability.	
6	(5) The Clerk of Court shall enter Judgment in favor of Edu-Science (HK) on	
7	Intubrite's counterclaim for breach of contract.	
8	The Court's Amended Judgment entered on December 11, 2015 is hereby	
9	VACATED. (ECF No. 199.) IntuBrite's motion to amend the judgment is	
10	GRANTED. (ECF No. 200.)	
11	IT IS SO ORDERED.	
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13	DATED: April 5, 2016	
14	Hon. Cynthia Bashant United States District Judge	
15	Clined States District Sudge	
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