

- 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 November 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 **GRANTED**. Accordingly, the Court **ORDERS** 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)

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Inc. on IntuBrite’s counterclaim for breach of the implied warranty of merchantability.


(4) The Clerk of Court shall enter Judgment in favor of Edu-Science (HK) on IntuBrite’s counterclaim for breach of the implied warranty of merchantability.

(5) The Clerk of Court shall enter Judgment in favor of Edu-Science (HK) on Intubrite’s counterclaim for breach of contract.

The Court’s Amended Judgment entered on December 11, 2015 is hereby **VACATED.** (ECF No. 199.) IntuBrite’s motion to amend the judgment is **GRANTED.** (ECF No. 200.)

IT IS SO ORDERED.

DATED: April 5, 2016


Hon. Cynthia Bashant
United States District Judge