

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 12-cv-00657-CMA-BNB

XEROX CORPORATION,

Plaintiff,

v.

TYPE ETC. INC.,
MICHAEL A. CROSS,

Defendants.

JUDGMENT

In accordance with the orders filed during the pendency of this case, and pursuant to Fed. R. Civ. P. 58(a), the following Judgment is hereby entered.

Pursuant to 1) the Confession of Judgment [docket number 33] filed on February 20, 2013, and 2) the document styled on the court's docket as "Stipulation - Consent Decree" [docket number 36], Judgment is entered pursuant to the terms set forth and agreed to by the parties:

1. On or about December 30, 2009, Xerox Corporation ("Xerox") and Type Etc., Inc. ("TEI") entered into a Lease Agreement ("Lease No. 1"), whereby TEI agreed to lease from Xerox a DocuColor 5000APC and CXP50 (Creo DFE), in accordance with the terms and conditions set forth in Lease No. 1.
2. On or about January 31, 2011, Xerox and TEI entered into a modification Lease Agreement (the "Modification") that modified Lease No. 1 by extending the lease term and modifying the minimum payments of Lease No. 1.

3. On or about January 31, 2011, Xerox and TEI entered into a Lease Agreement (“Lease No. 2”), whereby TEI agreed to lease from Xerox a 120DPSC (Nuvera 120 EA System), in accordance with the terms and conditions set forth in Lease No. 2. (Lease No. 1 together with the Modification and Lease No. 2 are collectively referred to herein as the “Agreements”).

4. Pursuant to the Agreements, TEI has agreed to the United States District Court for the District of Colorado entering Judgment against it, and in favor of Xerox, in the sum of \$211,542.54 plus post-judgment interest at the statutory rate.

5. TEI has stated that it executed the “Confession of Judgment” and “Stipulation – Consent Decree” with full knowledge of its contents and with full knowledge that it has waived any and all rights to dispute the Entry of Judgment against it.

6. TEI has further stated that it has had the opportunity to consult with an attorney regarding the execution of the “Confession of Judgment” and “Stipulation – Consent Decree,” and that it has determined that the execution of the “Confession of Judgment” and “Stipulation – Consent Decree” are in its best interests.

7. TEI has waived all defenses it may have to the “Confession of Judgment” and “Stipulation – Consent Decree” and the Entry of Judgment against it pursuant to Fed. R. Civ. P. 54 and all rights it may have to appeal or otherwise challenge the “Confession of Judgment” and “Stipulation – Consent Decree” and the Entry of Judgment.

8. TEI has consented and agreed that the “Confession of Judgment” and “Stipulation – Consent Decree” shall be construed as a final judgment to be

enforced in accordance with the laws of the State of Colorado and consents to the Entry of Judgment against it and in favor of Xerox.

9. Post-judgment interest, as set pursuant to 28 U.S.C. § 1961, shall accrue at the rate of 0.15% from the date of entry of judgment.

Dated at Denver, Colorado this 19th day of March, 2013.

FOR THE COURT:
JEFFREY P. COLWELL, CLERK

By: s/Edward P. Butler

Edward P. Butler
Deputy Clerk