


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

PRINCETON DIGITAL IMAGE CORPORATION,	:	
	:	
Plaintiff,	:	
	:	
v.	:	C.A. No. 13-239-LPS
	:	
OFFICE DEPOT INC.,	:	
	:	
Defendant.	:	
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PRINCETON DIGITAL IMAGE CORPORATION,	:	
	:	
Plaintiff,	:	
	:	
v.	:	C.A. No. 13-287-LPS
	:	
J.C. PENNEY COMPANY, INC.,	:	
	:	
Defendant.	:	
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PRINCETON DIGITAL IMAGE CORPORATION,	:	
	:	
Plaintiff,	:	
	:	
v.	:	C.A. No. 13-288-LPS
	:	
QVC INC.,	:	
	:	
Defendant.	:	
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PRINCETON DIGITAL IMAGE CORPORATION,	:	
	:	
Plaintiff,	:	
	:	
v.	:	C.A. No. 13-289-LPS
	:	
SEARS HOLDINGS COMPANY,	:	
	:	
Defendant.	:	

2. However, given the parties' disputes about the scope of the Court's previous order, the approaching trial date, and the fact that infringement actions involving the '056 patent remain pending, the motion is GRANTED IN PART in that the Court HEREBY CLARIFIES the relief granted, as follows: (i) PDIC shall supplement its document production and interrogatory responses for Interrogatory No. 8 and Request for Production Nos. 2-5, 8-9, 12-15, 17-23, 25-27, and 48 to the extent that PDIC withheld any discovery concerning these topics on privilege grounds, by producing documents identified as PDIC_Privilege1 through PDIC_Privilege18 on PDIC's privilege log (D.I. 125 Ex. 5) and supplementing its interrogatory response, and (ii) this Order is limited to discovery with respect to the present cases (i.e., C.A. No. 13-239-LPS; C.A. No. 13-287-LPS; C.A. No. 13-288-LPS; C.A. No. 13-289-LPS; C.A. No. 13-326-LPS; C.A. No. 13-330-LPS; C.A. No. 13-331-LPS; C.A. No. 13-404-LPS; C.A. No. 13-408-LPS).

3. Notwithstanding the Court's holding above, if either party continues to wish the Court to consider granting the alternative relief sought by Adobe, either party may make such a request at the pretrial conference tomorrow.

4. IT IS FURTHER ORDERED that, contrary to the position stated by Adobe in the August 3rd joint status report (D.I. 222 at 7), the Court's August 1 memorandum opinion did resolve the issue that Adobe must satisfy the bad-faith or obvious breach standard to recover attorney fees as damages. (See D.I. 220 at 12-13)


HON. LEONARD P. STARK
UNITED STATES DISTRICT JUDGE