

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

VISUAL COMMUNICATIONS, INC.,	:	
Plaintiff	:	
	:	CIVIL ACTION
v.	:	
	:	NO. 08-1877
KONICA MINOLTA BUSINESS	:	
SOLUTIONS U.S.A., INC.,	:	
Defendant	:	

**ORDER**

**AND NOW**, this 27<sup>th</sup> \_\_\_ day of April 2009, it is **ORDERED** that the Motion for Summary Judgment of Defendant Konica Minolta Business Solutions U.S.A., Inc. (Doc. #20) is **GRANTED** in part and **DENIED** in part:

- The motion (Doc. #20) is **GRANTED** as to the plaintiff’s claims of breach of an express warranty and of breach of the implied warranty of fitness for a particular purpose; and
- The motion (Doc. #20) is **DENIED** as to the plaintiff’s claim of breach of the implied warranty of merchantability.

s/Anita B. Brody

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ANITA B. BRODY, J.

Copies **VIA ECF** on \_\_\_\_\_ to:

Copies **MAILED** on \_\_\_\_\_ to: