

CASE STUDY

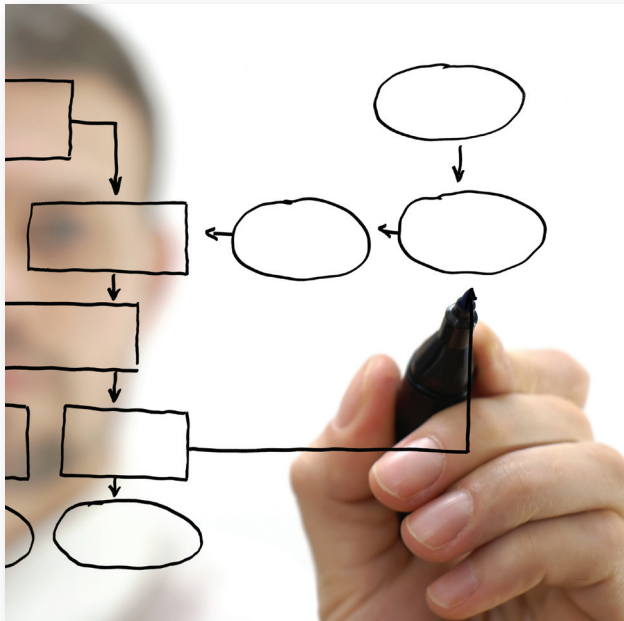
Expediting a Complex Case and Saving \$60 Million

“CA Inc., a maker of software for mainframe computers, won a Delaware judge’s ruling that it doesn’t have to pay as much as \$60 million in damages to business partner Ingres Corp.”

—Bloomberg News



Client:	CA Inc.
Industry:	Enterprise software
Area of Law:	Contracts
Venues:	Delaware Chancery Court
Result:	Secured a trial victory disposing of a \$60 million damage claim and spared our client a second trial



In the enterprise software industry, *CA Inc. v. Ingres Corp.* was a very closely watched lawsuit. In fact, the trial in Delaware was broadcast live each day over the Internet. At issue were substantial contractual, financial and customer relationships, both for CA, a \$4.3 billion public company, and for Ingres, a software company that CA had spun off in 2005.

Ingres sued first in California, claiming that CA owed it \$30 million for providing newer versions of a software development tool kit to a large computer outsourcer, and seeking an accounting and declaratory relief with respect to CA’s use of a database program in software developed for a medical device company. CA, citing the forum selection clauses in the parties’ contracts, responded by filing suit in Delaware and then seeking an expedited trial. Successfully maneuvering through a series of motions on both coasts, large-scale e-discovery (with expedited review and production of over 700,000 pages of documents) and 23 depositions (most compressed into just two weeks), Pillsbury, along with its Delaware co-counsel, drove the case from complaint to trial in only six months and one week.

By trial, Ingres had upped its initial demand from \$30 million to over \$60 million. But after hearing Pillsbury’s blistering cross-examinations of Ingres witnesses, including a key witness whom Pillsbury had to cross-examine without deposing beforehand, the Delaware Chancery Court disagreed with Ingres’ position.

“Ingres does not really seek damages; rather, it seeks a gotcha award of an exorbitant amount of money for an ‘order’ that CA never actually placed,” wrote the court in its 123-page opinion. The opinion gave a definitive victory to Pillsbury’s client: CA does not owe Ingres anything, let alone \$60 million, and Ingres is obligated to continue providing free software updates to CA’s legacy customers for as long as Ingres provides the updates free to its own customers.

The court also ordered Ingres to pay CA’s attorneys’ fees and costs on one of the issues litigated, and enjoined Ingres’s California action from proceeding at all.