AdSupply, In	c. v. Gunggo Co. Ltd et al		Doc. 23
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4	NOTE: CHANGES MADE BY THE COURT		
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9	UNITED STATES DISTRICT COURT		
10	CENTRAL DISTRICT OF CALIFORNIA		
11	ADSUPPLY, INC., a California	) Case No. 2:16-cv-05585-JFW(AGRx)	
12	corporation,	) ) Hon. John F. Walter, Courtroom 7A	
13	Plaintiff,	) Holl. John P. Walter, Courtroom /A	
14	V.	) JUDGMENT	
15		)	
16	GUNGGO CO. LTD., an Ontario corporation, and DOES 1-10	)	
17	INCLUSIVE,	)	
18 19	Defendants.	)	
20	Borondants.	)	
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		JUDGMENT CIVIL ACTION No. 2:16-CV-05585-JFW(AGRX) Dockets	.Justia.com

WHEREAS, on November 15, 2016, Plaintiff ADSUPPLY, INC. ("AdSupply") and Defendant GUNGGO CO. LTD. ("Gunggo") entered into a settlement agreement, pursuant to which AdSupply and Gunggo agreed to settle all claims related to this action ("Settlement Agreement"):

WHEREAS, under the Settlement Agreement, Gunggo agreed to remunerate AdSupply the sum of \$85,000.00 (eighty-five thousand dollars) through total revenue transactions.

WHEREAS, Gunggo failed to enter into any revenue transactions with AdSupply, including for the total sum of \$85,000.00.

WHEREAS, California Code of Civil Procedure section 664.6 allows a court, upon motion, to enter judgment pursuant to the terms of the settlement.

WHEREAS, California Code of Civil Procedure is made applicable pursuant to sections 16 and 17 of the Settlement Agreement.

WHEREAS, this Court has the inherent power to enforce settlement agreements;

WHEREAS, Plaintiff AdSupply filed a motion to enforce settlement on July 31, 2017, seeking entry of judgment against Defendant Gunggo pursuant to the terms of the Settlement Agreement.

WHEREAS, the Court granted Plaintiff AdSupply's motion to enforce settlement and ordered that Judgment be entered as against Defendant Gunggo.

It is HEREBY ORDERED AND ADJUDGED that Judgment is entered in favor of Plaintiff ADSUPPLY, INC. and as against Defendant GUNGGO CO. LTD. for the total sum of eighty-five thousand dollars (\$85,000.00), and attorneys' fees and costs of \$3,200.00, for a total Final Judgment of eighty-eight thousand two hundred dollars (\$88,200.00), for which sum let execution issue forthwith. Plaintiff AdSupply, Inc. is awarded post-judgment interest on the sum of \$88,200.00 at the maximum statutory rate as allowed by law.

This Final Judgment shall be fully enforceable by this Court and the Court

1	shall retain jurisdiction to enforce this Final Judgment.
2	The Clerk of this Court shall ENTER JUDGMENT in favor of Plaintiff
3	ADSUPPLY, INC. as against Defendant GUNGGO CO. LTD. in the amount of
4	\$88,200.00.
5	IT IS SO ORDERED.
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8	August 23, 2017
9	DATED HONORABLE JOHN F. WALTER UNITED STATES DISTRICT COURT JUDGE
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