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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SEMISERVE, INC., a Nevada corporation, STUART PROCTOR, an individual, and KIRSTEEN PROCTOR, an individual,

Plaintiffs,

v.

SEMICON SERVICES, LLC, an Illinois limited liability company, an individual, and DOES 1-20,

Defendants.

SEMICON SERVICES, LLC, and RETRONIX INTERNATIONAL, INC.,

Counterclaim-Plaintiff,

v.

SEMISERVE, INC., STUART PROCTOR, and KIRSTEEN PROCTOR,

Counterclaim-Defendants.

Case No.: 8:14-cv-02009-JLS (DFM)
Judge: Hon. Josephine L. Staton
Court Room: 10A

JUDGMENT

1 **JUDGMENT**

2 **WHEREAS**, Plaintiffs Semiserve, Inc., Stuart Proctor and Kirsteen Proctor
3 (“Plaintiffs”) on the one hand and Defendants Semicon Services, LLC, Retronix
4 International, Inc., and settling party Retronix Semiconductor Limited
5 (“Defendants”) on the other hand executed that certain Share Repurchase,
6 Separation and Mutual General Release Agreement dated December 31, 2015 (the
7 “Settlement Agreement”);

8 **WHEREAS**, Plaintiffs and Defendants mutually sought, and on May 31,
9 2016, this Court issued, an Order for Dismissal in the above-captioned action, and
10 expressly retained jurisdiction, pursuant to Section 28 of the Settlement Agreement,
11 to enforce the terms of the Settlement Agreement;

12 **WHEREAS**, section 28 of the Settlement Agreement provides that, “in the
13 event that [Defendants] breach any obligation to pay the sums owed under Section
14 3(k), Semiserve can enforce the terms of this Agreement and have a judgment
15 entered against all of the [Defendants] for the full amount of the Purchase Price,
16 less any payments already made. Such judgment, once entered, shall accrue
17 interest at the rate of 10% per annum”;

18 **WHEREAS**, section 25 of the Settlement Agreement provides that “[I]f any
19 action at law or in equity, or any motion, is brought to enforce this Agreement, the
20 prevailing Party shall be entitled to all of its costs in bringing and prosecuting said
21 action or motion, including reasonable attorneys’ fees”;

22 **WHEREAS**, there came before the Court Plaintiffs’ Motion to Enforce
23 Settlement Agreement (the “Motion”) alleging Defendants’ breach of payment
24 obligations under the Settlement Agreement, which was fully briefed by the parties;

25 **WHEREAS**, the Court issued an order granting the Motion on May 4, 2017;

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1 **WHEREAS**, section 28 of the Settlement Agreement therefore entitles
2 Plaintiffs to have judgment entered in their favor, with interest to accrue at a rate of
3 ten percent per annum, calculated simply, from and after entry of judgment;

4 **IT IS ORDERED, ADJUDGED AND DECREED** as follows:

- 5 1. Judgment is entered in favor Semiserve, Inc., Stuart Proctor and Kirsteen
6 Proctor in the amount of \$2,155,500.77, jointly and severally against
7 Semicon Services, LLC, Retronix International, Inc., and Retronix
8 Semiconductor Limited;
- 9 2. Interest on all sums shall accrue at the rate of ten (10) percent per annum
10 from and after entry of judgment, calculated simply, pursuant to section
11 28 of the Settlement Agreement.

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15 DATED: May 04, 2017



HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE