

1 WALLACE M. TICE, ESQ. (SBN 88177)
 2 RANDEL J. CAMPBELL, ESQ. (SBN 209324)
 3 LYNCH, GILARDI & GRUMMER
 4 A Professional Corporation
 5 170 Columbus Avenue, 5th Floor
 6 San Francisco, CA 94133
 7 wtice@lgglaw.com
 8 rcampbell@lgglaw.com
 9 Telephone: (415) 397-2800
 10 Facsimile: (415) 397-0937

11 Attorneys for Plaintiff
 12 PRESS RENTALS, INC., fka
 13 EAGLE NORTH AMERICA, INC.

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

16 PRESS RENTALS, INC., fka EAGLE
 17 NORTH AMERICA, INC., a South
 18 Carolina corporation,

19 Plaintiff(s),

20 vs.

21 GENESIS FLUID SOLUTIONS, LTD., a
 22 Colorado corporation; MICHAEL K.
 23 HODGES, an individual,

24 Defendant(s).

Case No: 5:11-cv-02579-EJD

ASSIGNED TO:
 THE HONORABLE EDWARD J. DAVILA

~~[PROPOSED]~~
**JUDGMENT AFTER ORDER
 GRANTING IN PART AND DENYING IN
 PART PLAINTIFF'S MOTION FOR
 JUDGMENT ON THE PLEADINGS**

Case Filed: 5/27/2011
 Trial Date: Not set

25 The motion of Plaintiff PRESS RENTALS, INC., fka EAGLE NORTH AMERICA, INC.,
 26 FOR JUDGMENT ON THE PLEADINGS, OR, IN THE ALTERNATIVE, FRCP RULE 56
 27 MOTION FOR SUMMARY JUDGMENT came on for hearing on July 23, 2013. The Court found
 28 these matters appropriate for decision without oral argument pursuant to Local Civil Rule 7-1(b),
 and vacated the hearing date (Docket Item No. 126). The Court has jurisdiction over this action
 under 28 U.S.C. §§ 1332 and 1367. Having fully reviewed the parties' papers, the Court issued an
 order dated January 3, 2014, GRANTING IN PART AND DENYING IN PART Plaintiff's Motion
 for Judgment on the Pleadings. (Docket Item No. 127).

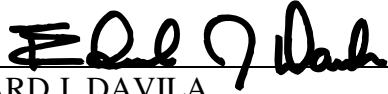
ACCORDINGLY, JUDGMENT IS ENTERED in favor of Plaintiff PRESS RENTALS,
 INC., fka EAGLE NORTH AMERICA, INC. ("Plaintiff"), and against Defendants GENESIS

1 FLUID SOLUTIONS, LTD. (“Genesis”), and MICHAEL K. HODGES (collectively,
2 “Defendants”), jointly and severally, as follows:

- 3 1. Defendants must pay Plaintiff the balance due on the principal sum in the amount of
4 \$50,799.97, which is the principal sum of \$152,000.00 less payments made by Genesis
5 of \$101,200.03.
- 6 2. Defendants must pay plaintiff pre-judgment interest at the statutory rate of 10% per
7 annum from June 26, 2009 to the date of Judgment being entered, which accrued amount
8 is \$23,145.30 through January 14, 2014 (based on 1663 days at \$13.9178/day).
- 9 3. Defendants must pay Plaintiff post-judgment interest at the statutory rate of 10% per
10 annum from the date Judgment becomes entered until such time as the Judgment is
11 satisfied, which shall accrue at \$20.2590 per day (based on judgment of principal plus
12 pre-judgment interest totaling \$73,945.27).
- 13 4. Plaintiff is awarded costs and attorney’s fees incurred after June 26, 2009 that were
14 expended or incurred in enforcing the Settlement Agreement, subject to submission of a
15 Bill of Costs and/or Motion for Attorney’s fees submitted after this entry of Judgment
16 pursuant to the local rules of this court.

17 The Clerk shall close this file.

18 DATED: April 16, 2014



 EDWARD J. DAVILA
 United States District Judge
 Northern District of California
 San Jose Division

21 R:\0495-0004\MTN\249731.DOC

26 Lynch, Gilardi
 & Grummer
 A Professional
 Corporation
 170 Columbus Ave.
 5th Floor
 San Francisco, CA
 94133
 27 Ph (415) 397-2800
 28 Fax (415) 397-0937