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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

EAST DISTRICT - POMONA COURTHOUSE SOUTH – UNLIMITED

WINJET TRADING INC., a California corporation; and AMERICA PLASTICS TRADING, INC., a California corporation,

Plaintiffs,

vs.

JIM YUEH HSIEH a.k.a. JIM HSIEH a.k.a. JAMES HSIEH a.k.a. JIMBO HSIEH, an individual; GEORGE WEI a.k.a. CHIA HUANG WEI, an individual; JOHNNY LIAO a.k.a. CHUNRUNG LIAO, an individual; YING ZHANG, an individual; ZMAX USA INC., a California corporation; AZBO GROUP INC., a California corporation; GREENWAY INDUSTRIES, INC., a California corporation; LAPPS TRADING INC., a California corporation; and DOES 1 through 90, inclusive,

Defendants.

JIM YUEH HSIEH; GEORGE WEI; and JOHNNY LIAO,

Cross-Complainants,

vs.

WINJET TRADING INC. a Calif. corp.; and AMERICA PLASTICS TRADING, INC., a Calif corp., and ROES 1-10, inclusive, Cross-Defendants.

CASE NO. KC069703

[Assigned to Judge Peter A. Hernandez, Dept. O]

~~PROPOSED~~

JUDGMENT AGAINST DEFENDANTS:

1. JIM YUEH HSIEH a.k.a. JIM HSIEH a.k.a. JAMES HSIEH a.k.a. JIMBO HSIEH, an individual;
2. GEORGE WEI a.k.a. CHIA HUANG WEI, an individual;
3. JOHNNY LIAO a.k.a. CHUNRUNG LIAO, an individual;
4. YING ZHANG, an individual;
5. ZMAX USA INC., a California corporation;
6. AZBO GROUP INC., a California corporation;
7. GREENWAY INDUSTRIES, INC., a California corporation;
8. LAPPS TRADING INC., a California corporation; and
9. LAPPS GROUP, a California corporation

1 Upon application to this Court, the Honorable Peter A. Hernandez, Judge Presiding, and the
2 Court having considered the Prove-Up packet of plaintiffs and cross-defendants Winjet Trading Inc., a
3 California corporation; and America Plastics Trading, Inc., a California corporation (hereinafter
4 collectively, “Plaintiffs”), including Plaintiffs’ Memorandum of Points and Authorities and Supporting
5 Declarations of Conia Su (Plaintiffs’ accounting manager), Charles C.H. Wu, Esq., Jason T. Yu, Esq.
6 (both are Plaintiffs’ attorneys), and Steven B. Boyles, CPA (forensic accountant), filed pursuant to
7 Section 585(d) of the Code of Civil Procedure (hereinafter, “CCP”), and all records before this Court,
8 the Court, having issued the Statement of Decision in this action, which is fully incorporated herein by
9 reference, hereby enters Judgment against the following defendants and cross-complainants:

10 (1) Defendant and cross-complainant Jim Yueh Hsieh a.k.a. Jim Hsieh a.k.a. James Hsieh a.k.a.
11 Jimbo Hsieh, an individual (hereinafter, “**Defendant Hsieh**”);

12 (2) Defendant and cross-complainant George Wei a.k.a. Chia Huang Wei, an individual
13 (hereinafter, “**Defendant Wei**”);

14 (3) Defendant Johnny Liao a.k.a. Chunrung Liao, an individual (hereinafter, “**Defendant Liao**”);

15 (4) Defendant Ying Zhang, an individual (hereinafter, “**Defendant Zhang**”);

16 (5) Defendant Zmax Usa Inc., a California corporation (hereinafter, “**Defendant Zmax**”);

17 (6) Defendant Azbo Group Inc., a California corporation (hereinafter, “**Defendant Azbo**”);

18 (7) Defendant Greenway Industries, Inc., a California corporation (hereinafter, “**Defendant**
19 **Greenway**”);

20 (8) Defendant Lapps Trading Inc., a California corporation (hereinafter, “**Defendant Lapps**
21 **Trading**”); and

22 (9) Defendant Lapps Group, a California corporation (hereinafter, “**Defendant Lapps Group.**”)
23

24 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Judgment is entered for
25 Plaintiffs and cross-defendants Winjet Trading Inc., a California corporation; and America Plastics
26 Trading, Inc., a California corporation, and against all the afore-mentioned defendants and cross-
27 complainants, as follows.
28

1 **I. RE: DEFENDANTS HSIEH, WEI, ZHANG, ZMAX, AZBO, GREENWAY, LAPPS**
2 **TRADING, AND LAPPS GROUP (JOINTLY AND SEVERALLY)**

3
4 **1. DAMAGES: TYPE 1 – UPCHARGE INVOICE**

5 On Plaintiffs' Complaint:

6 First Cause of Action – Breach of Fiduciary Duty,

7 Second Cause of Action – Breach of Duty of Loyalty,

8 Third Cause of Action – Constructive Fraud,

9 Fourth Cause of Action – Fraud,

10 Sixth Cause of Action – Intentional Interference with Contractual Relations,

11 Seventh Cause of Action – Intentional Interference with Prospective Economic Relations,

12 (The aforesaid causes of action are hereinafter referred to as the “First Set of Causes of Action”)

13 -General damages for the First Set of Causes of Action in the amount of \$1,113,429.00

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15 **1.1. PRE-JUDGMENT INTEREST FOR THE FIRST SET OF CAUSES OF ACTION**

16 -Prejudgment interest in the amount of \$334,563.00.

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18 **2. DAMAGES: TYPE 2 – USE OF TRADE SECRETS**

19 On Plaintiffs' Complaint:

20 Fifth Cause of Action – Misappropriation of Trade Secrets,

21 Eighth Cause of Action – Unfair Competition Under CA Bus. & Prof. Code 17200 *et seq.*, and

22 Ninth Cause of Action – Unjust Enrichment.

23 (The aforesaid causes of action are hereinafter referred to as the “Second Set of Causes of Action”)

24 -General damages for the Second Set of Causes of Action in the amount of \$1,639,746.00.

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26 **2.2. PRE-JUDGMENT INTEREST FOR THE SECOND SET OF CAUSES OF ACTION**

27 -Prejudgment interest in the amount of \$369,762.00.

1 **3. RECOVERABLE ATTORNEYS' FEES – (LOCAL RULE 3.214)**

2 - On the Complaint, Plaintiffs shall recover attorneys' fees in the total amount of
3 \$29,421.75 pursuant to Local Rule 3.214.

4
5 **4. RECOVERABLE COSTS**

6 - On the Complaint, Plaintiffs shall recover costs in the amount of \$14,293.40 (Filing and
7 motion fees: \$3,011.95; Deposition costs: \$7,847.15; Service of process: \$2,746.28; Other: \$688.02).

8 ~~On the Complaint, Plaintiffs shall recover reasonable expert witness fees in the amount of~~
9 ~~\$54,729.00.~~

10 Therefore, Plaintiffs shall recover from Defendant Hsieh, Defendant Wei, Defendant Zhang,
11 Defendant Zmax, Defendant Azbo, Defendant Greenway, Defendant Lapps Trading, and Defendant
12 Lapps Group, jointly and severally:

13 \$2,753,175.00, plus total prejudgment interest of \$704,325.00, Plaintiffs' attorney's fee of
14 \$29,421.75, costs of \$14,293.40, ~~and expert witness fee in the amount of \$54,729.00~~, for a total
15 judgment of ~~\$3,555,944.15~~. ~~À É Ç È É Í È Í È~~

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17 **II. RE: DEFENDANT LIAO**


18 **1. DAMAGES**

19 On Plaintiffs' Complaint:

- 20 -General damages for the First Set of Causes of Action in the amount of \$61,839.00.
21 -General damages for the Second Set of Causes of Action in the amount of \$66,857.22.

22 Therefore, Plaintiffs shall recover from the Defendant Liao: \$128,696.22.

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25 Date: 09/10/2019



Peter A. Hernandez
Judge of the Superior Court