



Plaintiff Semiconductor Components Industries, LLC (“**onsemi**”) brings this civil action against Defendant LA Semiconductor LLC (“**LAS**”), its sole member, Defendant Mike Ward (“**Ward**”), and Defendant Linear ASICs Inc. (“**Linear**” and collectively with LAS and Ward, the “**Defendants**”) and for its Verified Complaint for Temporary Restraining Order, Preliminary and Permanent Injunction, Declaratory Judgment, and Other Relief (the “**Complaint**”), and states and avers the following:

### **NATURE OF THE ACTION**

1. onsemi brings this action against LAS for breach of contract, conversion, and tort claims seeking declaratory, monetary, and injunctive relief arising out of LAS’s undisputed breach of several contracts, including but not limited to breaches of confidentiality and blatant misrepresentations to third parties, in violation of the unambiguous terms of various contracts between onsemi and LAS discussed in more detail below. LAS’s ongoing and continued breaches of its obligations jeopardizes the continued production and supply of certain critical component products by LAS to onsemi, thereby causing irreparable harm to onsemi and its customers, including but not limited to the United States Department of Defense.

2. In late 2022, onsemi sold its Pocatello, Idaho wafer manufacturing facility (the “**Fab**”) and related equipment to LAS (the “**Transaction**”). Thereafter, the Transaction documents contemplated that LAS would operate the Fab to supply silicon wafer substrate to onsemi, which onsemi would then use to make products to sell to its customers for use in their own end products, including aerospace and defense technologies, life critical and diagnostic medical, safety, critical automotive, and other cutting-edge applications. Notwithstanding that LAS has perpetually been in breach of the Transaction documents since the Transaction closed, onsemi has attempted to work with LAS to remedy multiple and successive events of default that

have occurred under the Agreements,<sup>1</sup> including but not limited to multiple formal and informal offers to repurchase the Fab from LAS.

3. Despite onsemi's concessions and forbearance, LAS has failed to remedy the outstanding events of default, and they continue to date. As a result, pursuant to the Agreements, onsemi is entitled to, among other things, recover damages and enforce its rights under the Agreements. onsemi also is entitled to recover its costs and attorneys' fees incurred as a result of LAS's negligence or willful misconduct and in connection with onsemi's enforcement of its rights under the Agreements.

4. As of the date of this Complaint, onsemi is paying for essentially all of LAS's costs and expenses associated with operating the Fab, including but not limited to payroll, taxes, insurance, raw materials, and equipment lease expenses. Without onsemi's support, the Fab simply could not operate.

5. Enhancing onsemi's concern is the fact that onsemi now believes that LAS may be diverting certain funds away from its business to Linear or another affiliate owned by Defendant Ward. Such unlawful diversion of funds has further exacerbated LAS's financial distress and has endangered further its ability to manufacture semiconductor wafers (the "**Products**") for onsemi and its customers' respective production schedules.

6. As is more fully set forth below, in addition to a declaratory judgment and monetary damages, onsemi seeks an immediate Temporary Restraining Order and a Preliminary and Permanent Injunction to maintain the *status quo* of the parties' business relationship during the pendency of this action. Specifically, onsemi seeks an injunction preventing any action by LAS, or its sole member Defendant Ward, to terminate or otherwise change the terms of onsemi's

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<sup>1</sup> Capitalized terms used but not otherwise defined in this introductory section shall have the meanings ascribed to such terms in the body of the Complaint.

relationship with LAS; an order restraining LAS from using its assets to further Ward's personal interests, including but not limited to using LAS's assets to pay for and operate Defendant Linear; and an order directing LAS to continue and maintain all business operations in the ordinary course during the pendency of this action. In aid of the relief sought herein, onsemi also seeks the appointment of FTI Consulting, Inc. as receiver over LAS by separate motion, filed contemporaneously herewith.

### **PARTIES, JURISDICTION, AND VENUE**

7. Plaintiff onsemi is a limited liability company organized and existing under the laws of the State of Delaware, with its headquarters and principal place of business located at 5701 North Pima Road, Scottsdale, Arizona 85250. onsemi designs, manufactures, and markets a comprehensive portfolio of semiconductor products. onsemi is a wholly owned subsidiary of ON Semiconductor Corporation, which also is incorporated under the laws of the state of Delaware, has its principal place of business in Arizona, and does business under the name of onsemi. There are no members of onsemi other than ON Semiconductor Corporation. ON Semiconductor Corporation is publicly traded on the Nasdaq stock exchange under the symbol "ON".

8. Defendant LAS is a limited liability company organized and existing under the laws of the State of Ohio with its principal place of business located in Tallmadge, Ohio. LAS operates the Fab, which as discussed herein, it purchased from onsemi in 2022. Upon information and belief, LAS's sole member is Mike Ward, a citizen of Ohio who resides in the city of Tallmadge.

9. Defendant Linear is an Ohio corporation incorporated under the laws of the State of Ohio with its principal place of business located in Tallmadge, Ohio. Linear manufactures application specific integrated circuits ("**ASICs**"), which are computer chips that combine several

different circuits onto one semiconductor chip, allowing it to be custom programmed to combine several related functions that together carry out a specific overall task.

10. Upon information and belief, Defendant Ward is the sole member of LAS and sole shareholder of Linear, and a resident of Tallmadge, Ohio.

11. This Court has diversity jurisdiction over all claims pursuant to 28 U.S.C. § 1332(a). This Court has personal jurisdiction over Linear and Defendant Ward because both are domiciled in Ohio. This Court also has personal jurisdiction over LAS because its sole member, Defendant Ward, is a resident of Tallmadge, Ohio.

12. Venue for this action is proper in this District pursuant to 28 U.S.C. § 1391(b), (c)(2), because the State of Ohio is where LAS and Linear each were formed and respectively are domiciled. In addition, Defendant Ward is a resident of Tallmadge, Ohio.

### **FACTUAL ALLEGATIONS**

#### ***LAS's 2022 Acquisition of a Semiconductor Foundry from onsemi***

13. On or about August 3, 2022, LAS and onsemi signed that certain *Asset Purchase Agreement* (the "**APA**") pursuant to which LAS acquired the Fab from onsemi for \$80 million (the "**Purchase Price**"). See APA at §2.5. A true and accurate copy of the APA is attached hereto as **Exhibit A**. The Transaction contemplated by the APA closed on or about October 14, 2022.

14. In connection with the execution of the APA, LAS agreed that onsemi could designate the election of two directors on LAS's board of directors (the "**LAS Board**"). Those LAS Board seats were filled by (i) Thad Trent, onsemi's Executive Vice President and Chief Financial Officer ("**Mr. Trent**") and (ii) Dr. Wei-Chung Wang, onsemi's Executive Vice President of Global Manufacturing and Operations ("**Dr. Wei-Chung**").

15. As is common in divestiture transactions of this type, the consideration received by onsemi for the sale of the Fab to LAS consisted of both an upfront purchase price due on closing and the entry by onsemi and LAS into a long-term Wafer Supply Agreement (the “**WSA**”). The WSA sets forth the terms and conditions pursuant to which LAS shall (i) provide foundry services to onsemi, (ii) manufacture the Products<sup>2</sup> for and on behalf of onsemi, and (iii) supply the Products to onsemi. A true and accurate copy of the WSA is attached hereto as Exhibit B. The Transaction was structured such that onsemi agreed to accept a lower upfront Purchase Price in the sale of the Fab to LAS than it would otherwise receive in the market, in exchange for concessions by the purchaser of the Fab, ultimately LAS, on the price at which it would supply Products to onsemi over the life of the WSA.

16. The Transaction was intended to facilitate the provision of Products and support to onsemi’s customers for a period of not less than five (5) years, and thereby ensure continuity of supply of Products to onsemi and, ultimately, onsemi’s customers.

***The TSA was Designed to Ensure Seamless Transition of Services***

17. On or about October 14, 2022, in connection with the closing of the Transaction, the parties executed that certain *Transition Services Agreement* (the “**TSA**” and, collectively with the APA and WSA, as amended, the “**Agreements**”), pursuant to which onsemi provided LAS with, among other services, supply chain, purchasing, warehousing, information technology, product data management, and human resource services (collectively, and as more fully described in the TSA, the “**Services**”) during a 12-month “transition period” after the Transaction closed. The Services also included a “Buy on Behalf” service (*i.e.*, the direct payment to third parties by

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<sup>2</sup> As defined in the WSA, “Products” are semiconductor wafers, which are a crystalline substrate for integrated circuit fabrication on which semiconductor devices are formed through processing.

onsemi of certain mission-critical obligations owed by LAS). A true and accurate copy of the TSA is attached hereto as Exhibit C.

18. onsemi offered the specified services for free for the first 12 months starting from the effective date of the TSA. After the first 12 months, onsemi began charging for services at a rate of \$50,000 per month for each service.

19. Although the TSA was intended to be temporary, LAS was unable to take over operational control of the Fab because LAS, among other things, lacked sufficient financial resources, including working capital, and failed to obtain the necessary licenses, employ the necessary staff, or properly plan for the Fab's safe operation.

20. As of the date of this Complaint, onsemi continues to provide Services to LAS in the nature of those contemplated pursuant to the TSA, despite the TSA having passed its termination date approximately one year ago.

21. As set forth herein, onsemi continues to incur significant and substantial costs associated with the necessity to continue to provide Services to LAS, which costs onsemi has been unable to fully recoup through the monthly payments received from LAS at the rates provided under the TSA. In fact, as of the date of this Complaint, onsemi is paying for essentially all of LAS's costs and expenses associated with operating the Fab, including but not limited to payroll, taxes, insurance, raw materials, and equipment lease expenses.

***Financial Stability Was a Material Component of the onsemi/LAS Transaction***

22. The parties understood that LAS's financial stability was critical to the success of the Transaction. The WSA was intended to ensure that onsemi would have at a minimum a five-year relationship with LAS as its new supplier. Additionally, due to the nature of semiconductor manufacturing and the types of products produced at the Fab, it would be very difficult, expensive

and time consuming to produce the Products being manufactured under the WSA at another onsemi foundry or other third-party site within a commercially reasonable timeline.

23. The need for financial stability is why onsemi negotiated a “Sufficient Funds” representation into the APA as a “Fundamental Representation,” which is a special, elevated category of representations and warranties in mergers and acquisitions agreements. Pursuant to the Sufficient Funds representation, LAS represented that:

Buyer has, and will have available to it at the Closing, sufficient funds to pay the Purchase Price, together with all other fees and expenses payable by Buyer in connection with the Transactions. There are no circumstances or conditions that could reasonably be expected to prevent or substantially delay the availability of such funds. ...Buyer will have at the Closing no less than \$30,000,000 (in words: US Dollar Thirty Million) in cash, of which no less than \$20,000,000 (in words: US Dollar Twenty Million) will be designated for working capital (not including any capital expenditures).

APA, § 4.6.

24. Consistent with the fundamental importance of LAS’s financial stability to the Transaction, LAS indemnified onsemi for any breach of the Sufficient Funds representation, up to the full amount of the Purchase Price and without any deductible, which indemnity will survive until the expiration of any applicable statutes of limitation. Post-closing, however, it quickly became apparent to onsemi that LAS was not in compliance with this representation.

25. LAS’s failure to hold Sufficient Funds consistent with its obligations in Section 4.6 of the APA constitutes a breach of the APA, which is indemnifiable under the terms of the APA.

26. LAS has not cured its breach of Section 4.6, which has required further concessions by onsemi as alleged herein.

***LAS Could Not Afford to Pay for Work-in-Progress Inventory***

27. In addition to its failure to hold sufficient funds in compliance with its Sufficient Funds representation under the APA, LAS did not have the financial resources required to satisfy

even the payments due to onsemi at closing under the APA. Namely, despite the clear and unambiguous terms of the APA, when it purchased the Fab from onsemi, LAS claimed that it did not anticipate having to pay for the work-in-progress (“**WIP**”) inventory in the amount of approximately \$11 million, and instead wrongly assumed that all WIP in the Fab was included in the Purchase Price. LAS brought its purported error and gross oversight to onsemi’s attention mere days before closing, despite the several week period between signing and closing.

28. On information and belief, LAS could not secure additional financing to pay for the \$11 million of WIP, as later would be clear to onsemi, and did not have the \$30 million in cash Sufficient Funds to draw from; as a result, in good faith and to facilitate the APA closing after much investment of time and money, onsemi agreed to forgo any closing payment for the WIP, and instead agreed to receive a credit to be applied over time against future purchases of Products from LAS under the WSA.

29. To that end, on or about October 14, 2022, and concurrently with the execution of the TSA, the parties executed that certain *Amendment No. 1 to Wafer Supply Agreement* (the “**WSA First Amendment**”) pursuant to which onsemi agreed to provide the WIP wafer inventory physically located at the Fab on consignment to LAS, which in turn agreed to use such inventory solely for the manufacture of Products for onsemi. LAS also agreed to reimburse onsemi by offsetting amounts owed by onsemi to LAS for Products purchased pursuant to the WSA in lieu of onsemi making full cash payments for such Products. A true and accurate copy of the WSA First Amendment is attached hereto as Exhibit D.

30. As a result of LAS’s lack of adequate funding, onsemi has incurred substantial additional costs associated with the Transaction, including but not limited to continuing to provide services in the nature of those contemplated under the TSA, forbearing certain payments then due

and owing by LAS, and providing funding to support substantially all of LAS's operations through prepayments and direct payments for payroll, insurance, real estate taxes and critical vendors, as well as providing managerial support.

***LAS's Continuing Liquidity Crisis Required Significant Concessions by onsemi***

31. Very shortly after closing the Transaction, LAS began to run into liquidity issues caused by Defendant Ward's mismanagement.

32. For example, on or about January 27, 2023, less than four months after closing, Defendant Ward asked Mr. Trent of onsemi to provide funding to assist LAS with its cash flow issues.

33. Due to the necessity of supply, onsemi again stepped up to provide financial support to LAS in the form of a \$5 million prepayment for future Products. Specifically, on or about February 15, 2023, the parties executed that certain *Prepayment Agreement* (the "**Prepayment Agreement**"), pursuant to which onsemi agreed to prepay LAS \$5 million (the "**Prepayment**") to be applied to onsemi's future purchases of Products from LAS. A true and accurate copy of the Prepayment Agreement is attached hereto as Exhibit E.

34. In addition, LAS's liquidity issues have caused LAS to become delinquent in its payment of critical operating expenses. To protect itself and its customers, and avoid a precipitous shutdown of the Fab, onsemi forbore certain payments from LAS for vendor payments made on behalf of LAS. At the same time, onsemi continued to release payments to LAS to pay for substantially all of LAS's operating expenses, including but not limited to employee payroll, real estate taxes, insurance premiums, and the direct payment of vendors. onsemi also has continued to perform services in the nature of those contemplated under the TSA long after the TSA's term was scheduled to expire.

35. On or about July 26, 2023, LAS and onsemi executed that certain *Amendment No. 1 to Transition Services Agreement* (the “**TSA First Amendment**”), pursuant to which the parties agreed to extend LAS’s deadline to repay onsemi for several invoices associated with onsemi’s “Buy on Behalf” efforts through July 31, 2023. A true and accurate copy of the TSA First Amendment is attached hereto as Exhibit F.

36. The “Buy on Behalf” amounts associated with the TSA First Amendment totaled \$10,978,613.33.

37. As of the date of this Complaint, the “Buy on Behalf” amounts owed by LAS pursuant to the TSA have only increased. Accordingly, LAS remains in default of its obligations under the TSA First Amendment.

38. As will be demonstrated at trial, the amount owed by LAS likely exceeds \$35 million. This figure includes among other amounts, the Buy on Behalf sums, services in the nature of those contemplated under the TSA, and the direct payments made to fund Defendant LAS’s expenses, net of onsemi’s obligations pursuant to the WSA, and is exclusive of any interest, fees, costs, or other charges due and owing to onsemi.

**onsemi Hired Advisors to Turnaround LAS’s Performance**

39. On or about October 27, 2023, onsemi retained Dr. Brian G. Kushner (“**Dr. Kushner**”) and Nicole Horton (“**Ms. Horton**”) of FTI Consulting, Inc. (“**FTI**”) to provide LAS with financial advisory and consulting services, including but not limited to cash forecasting, liquidity management, and development of budgets, as well as providing periodic status reports to LAS’s senior management, LAS’s Board, and other advisors with respect to the progress of the overall engagement.

40. On information and belief, in November 2023, Mike Ward asked Mr. Ken Huening (“**Mr. Huening**”) to join LAS’s Board to help LAS address its operational and sales issues. On information and belief, Mr. Huening also was asked to join LAS as its Chief Revenue Officer to help strengthen LAS’s financial position by seeking out alternative revenue sources.

41. In December 2023, FTI executed a *Confidentiality and Nondisclosure Agreement* with LAS to facilitate the flow of information from LAS to FTI in connection with FTI’s provision of services to LAS.

42. On information and belief, in January 2024, at the request of Mr. Huening, LAS retained Mr. Joe Graf (“**Mr. Graf**”) to review LAS’s liquidity and financial issues and attempt to resolve these problems.

43. FTI communicated with Mr. Graf and Mr. Huening on a daily basis to discuss the current state of LAS’s financial affairs and to monitor LAS’s progress in addressing the issues identified by Mr. Graf, Mr. Huening, and FTI. Among other topics discussed among FTI, Mr. Graf, and Mr. Huening were LAS’s outstanding and increasing amounts due and owing to onsemi for services in the nature of those contemplated under the TSA, LAS’s overleveraged status when compared to LAS’s operating cash flow and equity, potential investments into LAS by third parties, and potential sell-side transactions involving LAS and onsemi or other potential buyers.

44. FTI also communicated with Mr. Titus Weinheimer (“**Mr. Weinheimer**”), LAS’s general counsel and Chief Financial Officer, on a regular basis. On numerous occasions, Mr. Weinheimer would update FTI as to LAS’s financial difficulties.

45. In FTI’s professional opinion, LAS needed to raise \$100 million or greater in capital from new financing sources and existing stakeholders or attempt to market and sell all of its assets and/or operations to a third party, including but not limited to onsemi.

***LAS's Independent Financial Advisor Questioned the Integrity of LAS's Financial Data***

46. Among his responsibilities, Mr. Graf analyzed LAS's financial statements, cash flow statements, balance sheets, and other relevant financial documents to understand the company's current financial position, strengths, and areas requiring improvement. Mr. Graf also consulted with Bill Demboski of Accu-Tax II Inc., LAS's outside accounting firm, and FTI on behalf of onsemi.

47. On information and belief, LAS's leadership intentionally provided Mr. Graf with fictitious financial data that caused Mr. Graf and Mr. Demboski to question the integrity of the company's books and records.

48. After his analysis, Mr. Graf produced a draft report (the "**Graf Report**") that was circulated by Mr. Graf to Defendant Ward and on April 26, 2024 by Mr. Weinheimer to LAS's Board in response to a demand by onsemi. A true and accurate copy of the Graf Report is attached hereto as Exhibit G.

49. Mr. Graf's analysis revealed serious concerns regarding the financial integrity of LAS's financial data. The Graf Report identified certain discrepancies in LAS's books and records that may have aroused suspicions of fraud on the part of lenders and regulators, including but not limited to:

- Flowing balance sheet items through the income statement to falsely reduce losses; and
- Re-valuation of assets on the balance sheet by over \$80 million without a proper independent valuation process being employed or having an opinion from a certified accountant.

See Graf Report, Pg. 1. The Graf Report further disclosed that LAS had not adhered to proper accounting standards and that LAS had not maintained credible and trustworthy financial statements. *Id.* at Pg. 2.

50. The Graf Report confirmed that LAS lacked sufficient equity to operate its business:

Although the balance sheet shows \$65 million of equity, the reality is that the company was started with zero equity and 100% debt. Equity value was only created by the questionable act of revaluing the assets acquired for \$80 million to \$180 million (Building, Macquarie Equipment, Land).

Graf Report at pg. 3.

51. The Graf Report concluded that LAS's reported financial information was completely unreliable:

**Conclusion:** In conclusion, engaging an accounting firm to perform a thorough audit of LA Semiconductor's financials is imperative to address existing anomalies, ensure compliance with GAAP, and mitigate risks of fraudulent activities. Timely action in this regard will help restore credibility, enhance transparency, and pave the way for sustainable financial management practices. LA Semi needs to hire a credible CFO with an ability to install a bonifide [*sic*] accounting platform and disciplined adherence to GAAP principles.

See Graf Report, Pg.2 (Emphasis in original).

### ***LAS Ignored Directives from Its Board***

52. On information and belief, LAS currently is governed by its *Second Amended and Restated Limited Liability Company Agreement* dated March 1, 2023 (the "**Second Amended LLC Agreement**"). A true and accurate copy of the Second Amended LLC Agreement is attached here as Exhibit H.

53. Article 5.1 of the Second Amended LLC Agreement specifically states that "... the business and affairs of the LLC shall be managed by or under the direction of the Board of Directors, which may exercise all powers of the LLC and do all lawful acts on behalf of the LLC. The Board of Directors shall have full, exclusive, and complete discretion to take all such actions as they deem necessary or appropriate to accomplish the purposes of the LLC as set forth herein...." See Second Amended LLC Agreement, Article 5.1(a).

54. On information and belief, LAS's Board consists, and since April 26, 2024 has consisted, of the following individuals:

- Defendant Ward, Chairman of the Board;
- Mr. Trent, onsemi's Executive Vice President and Chief Financial Officer;
- Dr. Wei-Chung Wang, onsemi's Executive Vice President Global Manufacturing and Operations;
- Chris Progler, Chief Technology Officer at Photronics, Inc.;
- Trent Overhue, Chairman of Nantero, Inc.;
- Frederiek Toney, Toney Consulting and former President of Ford Customer Service Division (FCSD); and
- Thomas Goldberg.

55. In violation of the Second Amended LLC Agreement, Defendant Ward repeatedly has ignored requests for information and requests to schedule LAS Board meetings by various LAS Board members.

56. On or about December 5, 2023, Mr. Trent asked Defendant Ward to schedule a LAS Board meeting to discuss developing a credible financial forecast. Mr. Trent also advised Defendant Ward that it had been over a month since LAS's most recent LAS Board meeting. A true and accurate copy of the December 5, 2023 email is attached hereto as Exhibit I.

57. On or about April 16, 2024, Mr. Huening emailed Defendant Ward detailing his serious concerns with LAS's financial state and requesting a meeting as soon as possible to discuss those concerns. A true and accurate copy of Mr. Huening's April 24, 2024 email is attached hereto as Exhibit J.

58. Mr. Huening's email bluntly addressed LAS's untenable financial status:

Financially, the company is a disaster. The accounting is terrible and there are multiple accounts not reconciled and done archaically. Do not take this

personally. I dont think I could do much better either. Not my strength but those that should be doing this are not capable. It took several months to realize this. The board was fed numbers that were not accurate and they showed us having positive results in the last two quarters. When the results were done properly the swing was huge to the negative. The financials had to be rebuilt and they were not to standard and would have not passed a lenders scrutiny. The financial model had to be created to see where we are. Joe [Graf] did most of that. In that exercise it became painfully clear that there was much more needed. Lending was not on the table any longer and it moved to survival mode with Macquarie and Evergreen.

*See Exhibit J.*

59. On April 18, 2024, in response to reviewing the Graf Report and following Mr. Huening's email, Mr. Trent also requested a meeting with Defendant Ward to discuss LAS's financial performance and its financial projections.

60. On April 24, 2024, in response to Mr. Huening's email highlighting LAS's numerous operational and financial issues, Defendant Ward dismissed Mr. Huening from LAS's Board and his other duties with LAS. Mr. Huening then circulated his email to LAS's general counsel and Chief Financial Officer, Mr. Weinheimer, Defendant Ward, and others including Mr. Trent, Dr. Wei-Chung Wang and other members of LAS's Board.

61. On or about April 30, 2024, Defendant Ward conducted one of the last LAS Board meetings. At this meeting, Defendant Ward misrepresented Mr. Huening's role with LAS and the basis for his dismissal, including alleging that Mr. Huening never was intended to be employed as LAS's Chief Revenue Officer.

62. As recently as August 11, 2024, Mr. Progler requested that Defendant Ward schedule a LAS Board meeting "as soon as practical for management to review for the board status of critical company matters." A copy of Mr. Progler's email communication is attached hereto as Exhibit K.

63. On information and belief, Defendant Ward has not scheduled or conducted any LAS Board meeting in response to Mr. Progler's request.

***LAS's Misrepresentations to onsemi's Customers Breach  
the Confidentiality Clauses of the WSA***

64. The WSA contains a confidentiality clause that prohibits the disclosure of Confidential Information (as defined in § 1.3 of the WSA) by LAS to third parties. See WSA at §§ 1.3 and 16.

65. On information and belief, on or about August 11, 2023, a representative of Teledyne Technologies Incorporated (formerly known as FLIR Commercial Systems, Inc.) ("**FLIR**"), one of onsemi's customers, contacted onsemi to advise onsemi that LAS had disclosed and misrepresented the following information:

- Specifics regarding the Buy On Behalf arrangement between LAS and onsemi, including but not limited to the length, payment obligations, and process of said arrangement;
- The cause of LAS's liquidity crisis; and
- Why LAS's failure to perform was putting FLIR's product supply at risk.

66. LAS's disclosure of confidential information to FLIR constituted a flagrant violation of the confidentiality provisions of the WSA. On or about August 17, 2023, onsemi advised LAS of its various breaches of the confidentiality clauses contained in the WSA. A copy of the August 17, 2023 correspondence is attached hereto as Exhibit L.

***LAS is Diverting or Concealing Revenue Generated from FLIR Orders***

67. Although the Agreements required that LAS operate the Fab and manufacture Products for onsemi, on information and belief, LAS has accepted a purchase order directly from FLIR to manufacture 5,000 wafers (referred to herein as the "**FLIR Purchase Order**"). To satisfy its obligations under the FLIR Purchase Order and without the consent of onsemi, LAS is consuming materials purchased and provided to LAS by onsemi for the sole purpose of LAS satisfying its obligations under the Agreements.

68. On information and belief, LAS's limited books and records provided to the Board do not accurately reflect revenue and income generated from the FLIR Purchase Order.

69. On information and belief, LAS is using onsemi-provided materials and income generated from said materials for obligations other than those obligations set forth in the Agreements.

70. On information and belief, LAS may be diverting the income generated from the FLIR Purchase Order to Defendant Linear or another affiliated entity owned by Defendant Ward, for the purpose of concealing from onsemi the available cash balances of LAS.

***LAS's Financial Issues Have Caused Serious Problems for onsemi's Customers***

71. Not only has LAS's failure to properly maintain Sufficient Funds caused onsemi significant problems, LAS's failure to maintain Sufficient Funds also has negatively impacted onsemi's customers.

72. Many of onsemi's customers' end products containing the wafers produced at the Fab are procured for US military applications, including some procured under US Government DPAS<sup>3</sup> ratings, which means the production of the product must be prioritized for national defense or emergency preparedness reasons. In addition, many of the Products produced at the Fab are sole sourced, such that an interruption in the Fab's operations would leave onsemi's customers without the ability to timely obtain an alternative supply of Products.

73. LAS's financial issues, including LAS's continued inability to meet its obligations for services in the nature of those contemplated under the TSA and independently operate the Fab

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<sup>3</sup> DPAS is an abbreviation that stands for "Defense Priorities and Allocations System". DPAS is a regulation administered by the Department of Commerce (DoC) that implements the priorities and allocations authority contained in Title 1 of the Defense Production Act (DPA) of 1950 with respect to industrial resources. The purpose of DPAS is to ensure the timely availability of industrial resources to meet national defense and emergency preparedness requirements. All DPAS rated orders take preference over unrated orders.

without the substantial assistance of onsemi, signaled to onsemi that the risk of LAS being unable to support sole source products for onsemi's customers was very high. As a result, onsemi had no option but to issue product discontinuance notifications to certain of its customers so that those customers would have an opportunity to avoid or mitigate a potential unexpected shutdown. A form copy of the product discontinuance notification is attached hereto as Exhibit M. Since each product discontinuance notification contains commercially sensitive information, the actual notifications shall only be made available subject to appropriate confidentiality and protection measures. Subsequently, onsemi committed significant resources to address the numerous issues caused by LAS's illiquidity and identifying reasonable paths forward for each discontinued onsemi part number impacted by LAS's failure to manufacture Products.

74. onsemi's customers have engaged in meaningful discussions with onsemi to address or rectify potential supply disruptions caused by LAS's failure to properly operate the Fab. Stated differently, onsemi's customers have threatened to cancel their contracts with onsemi based on LAS's failure to timely manufacture Products.

***onsemi Has Made Numerous Efforts to Remedy LAS's Defaults***

75. To protect onsemi's relationship with its customers and mitigate its damages arising from LAS's breaches, onsemi has made numerous overtures and proposals to LAS to preserve the going concern enterprise value of LAS, including but not limited to providing LAS with the necessary capital and WSA price increases to enable LAS to raise capital and operate its business, while at the same time allowing it to conduct a sale process for the Fab in the event LAS's business operations do not improve.

76. As of July 2024, LAS's liabilities to onsemi were increasing at a rate of over \$1 million per month.

77. Initially, on or about July 24, 2024, onsemi offered to convert the approximately \$30 million in trade payables owed by LAS to onsemi into a secured note payable in not less than 18 months. During this time period, onsemi offered to operate the Fab.

78. On or about July 31, 2024, onsemi clarified its offer by including a 12% interest rate (which, on information and belief, is a substantially lower rate of interest than LAS could obtain in the market) on the secured note, and making additional accommodations, including payment of a nominal monthly lease payment to operate the Fab.

79. On or about August 12, 2024, onsemi further increased its offer by proposing to pay monthly property taxes, insurance, payroll expenses, vendor payments, and costs associated with operating the Fab, in addition to converting \$30 million of money owed by LAS into a secured note payable in not less three years (36 months).

80. Alternatively, onsemi has offered to reacquire LAS for an aggregate purchase price of \$80 million, inclusive of a \$2 million payout to Defendant Ward and additional non-cash consideration in the form of non-participating preferred stock.

81. Fearing that Defendant Ward would not consider onsemi's good faith offer to repurchase LAS, onsemi circulated its offer to LAS's entire Board of Directors. At onsemi's request, LAS formed an independent committee to assess onsemi's offer. On information and belief, while the independent committee met without Defendant Ward, Defendant Ward never meaningfully engaged with onsemi's offer and the independent committee was not empowered to make decisions on Defendant Ward's behalf.

82. As of the date of this Complaint, LAS has rejected all of onsemi's proposals and has not made a meaningful counterproposal to onsemi.<sup>4</sup>

83. LAS continues to operate at a significant deficit.

***LAS Leased Critical Equipment from MECI and Defaulted on the Lease***

84. On information and belief, LAS does not own the necessary and essential equipment it uses to manufacture Products for onsemi. Instead, LAS leases the Fab equipment from an affiliate of Macquarie Group. Without the leased equipment, the Fab cannot manufacture Products for onsemi and its customers.

85. Specifically, concurrently with entering into the Agreements, LAS and Macquarie Equipment Capital Inc. ("**MECI**") executed that certain fully integrated *Master Lease Agreement* and an equipment schedule (the "**Equipment Schedule No. 1**" and collectively with the Master Lease Agreement, the "**MECI Equipment Lease**") dated as of October 14, 2022 for the purpose of operating the Fab.

86. On information and belief, the Equipment Schedule No. 1 lists approximately 415 individual items of equipment (collectively, the "**Equipment**"). The MECI Equipment Lease confirms that the Equipment is the property of MECI free and clear of any encumbrances and that LAS shall not acquire any right, title, or interest in or to such Equipment, except for the right to use it pursuant to the MECI Equipment Lease and Equipment Schedule No. 1.

87. The MECI Equipment Lease commenced on January 13, 2023 with a Base Term of fifty-seven months. For the period from the commencement of the MECI Equipment Lease to

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<sup>4</sup> For purposes of transparency, onsemi acknowledges that on or about September 20, 2024, LAS forwarded a proposed term sheet from an alleged potential investor. This proposed term sheet offered more questions than answers, and lacked adequate background information regarding the potential investor, its financial wherewithal, and its plan for management of LAS. Nevertheless, onsemi marked up the proposed term sheet and returned it to LAS on September 23, 2024. onsemi does not consider this offer as a serious or meaningful counterproposal, and the potential investor has since disengaged.

January 13, 2025, the monthly rent for the Equipment was \$850,000. For the period commencing on February 13, 2025, the monthly rent for the Equipment was scheduled to increase to \$1,227,000.

88. Upon the cancellation or termination of Equipment Schedule No. 1, the MECI Equipment Lease requires LAS to return the Equipment to MECI at its own expense. To the extent the Equipment is not returned in a timely manner, or if repairs to the Equipment are necessary, LAS must pay *per diem* rent and must pay the aggregate cost of any repairs. The parties agreed that MECI is entitled to specific performance of this and other provisions of the MECI Equipment Lease.

89. Upon the occurrence of an Event of Default under the MECI Equipment Lease, the parties agreed that MECI may exercise a broad set of remedies. Among the enumerated, but non-exclusive, permissible remedies, MECI may (a) proceed at law or in equity to enforce specifically LAS's performance or to recover damages; (b) terminate LAS's rights, but not obligations, under the MECI Equipment Lease and require LAS to immediately return or otherwise make available the Equipment; and (c) enter any premises where any item of Equipment is located and take immediate possession of and remove such item by self-help, summary proceeding, or otherwise without liability.

90. On September 19, 2023 - less than a year after entering into the MECI Equipment Lease - MECI sent LAS a written Notice of Default and Reservation of Rights pertaining to an Event of Default caused by LAS's failure to pay rent due on September 13, 2023. At this time, MECI declined to waive the Event of Default and expressly reserved all of its rights under the MECI Equipment Lease. LAS and MECI agreed to amend Equipment Schedule No. 1 (the "**Schedule Amendment**"), which among other things, deferred rent payment due on September 13, 2023, October 13, 2023, and November 13, 2023 by one year.

*The MECI Equipment Lease Forbearance Agreement*

91. On or about January 25, 2024, LAS and MECI entered into that certain *Forbearance Agreement* (the “**MECI Forbearance Agreement**”). The MECI Forbearance Agreement recites specific events of default covered by the MECI Equipment Lease, including: (a) LAS’s failure to pay rent due on January 23, 2024 (the “**MECI January Payment Default**”); (b) LAS’s failure to maintain certain Equipment in the condition required by the MECI Equipment Lease; and (c) LAS’s failure to pay late charges and interest arising with respect to the rent due in August 2023.

*LAS’s Defaults Continued and MECI Issued an Enforcement Notice*

92. On February 12, 2024, MECI sent a written Enforcement Notice to LAS, in which MECI states that the period of forbearance contemplated by the MECI Forbearance Agreement expired on February 6, 2024 and that LAS failed to cure the outstanding events of default. Further, MECI alleged that LAS had refused to allow MECI to inspect the Equipment on January 30, 2024 as required by the MECI Forbearance Agreement. Thereafter, LAS ceased making payments for ongoing and past rent due to MECI.

*MECI Obtained a Federal Judgment Against LAS*

93. On or about February 29, 2024, as a result of LAS’s continuing breaches under the MECI Equipment Lease and MECI Forbearance Agreement, MECI commenced a lawsuit in the United States District Court for the District of Idaho styled *Macquarie Equipment Capital Inc. vs. LA Semiconductor LLC*; Case No. 4:24-cv-00120 (the “**MECI Lawsuit**”) alleging claims for, among other things, breach of contract, conversion, and replevin. See MECI Lawsuit, Docket No. 1.

94. MECI alleged that LAS breached the MECI Equipment Lease by: (1) failing to pay the January 13, 2024 rent on the Equipment, in violation of Paragraph 2 of the MECI Equipment Lease and Paragraph 3 of the Equipment Schedule No. 1; (2) failing to keep certain of the Equipment in the condition required by the MECI Equipment Lease, in violation of Paragraph 7 of the Lease; (3) failing to cure the MECI January Payment Default and allow MECI access to the Fab to inspect the Equipment, in violation of the MECI Equipment Lease and the MECI Forbearance Agreement; (4) failing to return the Equipment to MECI, in violation of Paragraph 16(c) of the MECI Equipment Lease; and (5) ceasing to pay ongoing rent to MECI, in violation of Paragraph 2 of the MECI Equipment Lease (collectively, the “**LAS/MECI Equipment Lease Breaches**”)

95. As the result of the LAS/MECI Equipment Lease Breaches, MECI claimed it was entitled to the immediate return of the Equipment (MECI Equipment Lease, ¶ 13), as well as the following monetary damages: past due rent, default rate interest (MECI Equipment Lease, ¶ 16(b)(2)), liquidated damages in the form of the present value of the sum of the unpaid rent for the Equipment and the fair market value of the Equipment (MECI Equipment Lease, ¶¶ 12(d) and 16(b)(2)), and the Enforcement Costs (MECI Equipment Lease, ¶ 16(c) and MECI Forbearance Agreement).

96. On or about June 26, 2024, the United States District Court for the District Court of Idaho issued its *Memorandum Decision and Order* (see MECI Lawsuit, Docket No. 18) granting MECI a judgment (the “**MECI Judgment**”) against LAS on its breach of contract claim pursuant to MECI’s unopposed *Motion for Judgment on the Pleadings* (see MECI Lawsuit, Docket No. 12).

97. On August 2, 2024, MECI filed a motion seeking entry of a final judgment in the amount of not less than \$174,966,024 (not including approximately \$115,000 of attorney’s fees).

See MECI Lawsuit, Docket No. 21-1. LAS has not disputed that the various defaults outlined herein and in the MECI Complaint have occurred. However, LAS did file an opposition to MECI's motion seeking a final judgment, alleging that MECI had not adequately supported the dollar-amounts sought therein. See MECI Lawsuit, Docket No. 22. As of the date hereof, MECI's request for entry of a final judgment remains pending before the District Court.

98. On December 3, 2024, the District Court issued its *Memorandum Decision and Order* (see MECI Lawsuit, Docket No. 24) ordering LAS to return the Equipment to MECI and reserving ruling on MECI's request for a final monetary judgment against LAS pending argument by the parties.

***onsemi Incurred Substantial Cost to Maintain the Fab's Operations, Post-Judgment***

99. As of the date of this Complaint, as a result of the termination of the MECI Equipment Lease and the District Court's order requiring LAS to return the Equipment to MECI, LAS does not have any valid lease to operate the Equipment.

100. Accordingly, after the entry of the MECI Judgment, onsemi and MECI executed that certain *Indicative Term Sheet*, whereby onsemi agreed to lease the Equipment from MECI for a per diem cost of \$27,419 per day in August (\$849,989 for the month); \$32,371 per day in September (\$971,130 for the month); and \$31,327 per day for October (\$971,137 for the month). These per diem equipment expenditures are in addition to making LAS's payroll, insurance payments, and direct payments to LAS's vendors.

101. On or about October 29, 2024, onsemi and MECI executed that certain *Amendment to Indicative Term Sheet*, whereby onsemi agreed to, among other things, continue to lease the Equipment from MECI on a per diem cost of \$32,371 per day in November (\$971,130 for the month) and \$31,327 per day in December (\$971,137 for the month).

102. As of the date of this Complaint, onsemi has spent \$11,524,771.34 exclusively on the use of the necessary equipment as a stopgap measure to maintain manufacturing operations at the Fab.

***onsemi Is Executing a Master Lease Agreement for Use of The MECI Equipment***

103. As of the date of this Complaint, onsemi is in the process of entering into a long-term lease agreement (the “**Master Lease Agreement**”) with MECI for lease and use of the MECI equipment located at the Fab. In connection with entering into the Master Lease Agreement, onsemi is required to pay \$10 million in upfront rental payments to MECI.

104. As a part of the same transaction, onsemi also has acquired the MECI Judgment and is in the process of substituting into MECI Lawsuit as plaintiff.

105. At a minimum, as of the date of this Complaint, onsemi has a valid judgment against LAS, as well as a possessory right to use the MECI Equipment located at the Fab.

**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF – BREACH OF CONTRACT**  
**(Against LAS)**

106. onsemi incorporates by reference the foregoing paragraphs as if fully restated herein.

107. onsemi and LAS are parties to the Agreements, including, but not limited to, the APA, the WSA, the TSA, and the TSA First Amendment.

108. onsemi has performed all of its obligations under the Agreements, including the TSA First Amendment.

109. LAS has breached its obligations under the Agreements, including but not limited to the TSA First Amendment by failing to repay the “Buy on Behalf” amounts totaling not less than \$10,978,613.33.

110. As a direct and proximate result of LAS's breaches of contract, onsemi has been damaged in an amount to be provide at trial but which exceeds \$35 million net of any amounts onsemi may owe LAS pursuant to the WSA, plus any interest, fees, costs, or charges due and owing with respect thereto.

**SECOND CLAIM FOR RELIEF – INJUNCTIVE RELIEF**  
**(Against All Defendants)**

111. onsemi incorporates by reference the foregoing paragraphs as if fully restated herein.

112. As a result of the wrongful conduct of Defendants as set forth above, onsemi has and will continue to suffer immediate and irreparable harm, including the loss of business reputation with customers, potential customers, suppliers, subcontractors and others. If the *status quo* is not immediately restored and maintained pending the determination of the parties' legal rights, onsemi and its customers' respective businesses could be destroyed and the value of LAS and current and potential contracts will be jeopardized and/or lost, making it impossible for monetary damages to ever constitute adequate relief and depriving onsemi of an adequate remedy at law.

113. Based on the claims set forth herein, there is a substantial likelihood that onsemi will succeed upon the merits of its claims.

114. Neither any Defendants, nor any third party will be injured as a result of the entry of injunctive relief and the public interest will be served by protecting onsemi's rights and preventing Defendants from taking any action that may cause onsemi or its customers irreparable harm.

115. onsemi is entitled to a temporary restraining order and a preliminary and permanent injunction restoring the *status quo*, maintaining the parties' business relationship as it existed prior

to the filing of this action and prohibiting LAS from taking any action that may negatively affect onsemi's ability to receive Products from the Fab.

116. onsemi has no adequate remedy at law.

117. The balance of harms to onsemi and the public weighs in favor of granting injunctive relief to onsemi.

118. The public has an interest in property rights being protected and illegal and fraudulent transfers of property being stopped.

119. onsemi is entitled to immediate, preliminary, and permanent injunctive relief.

**THIRD CLAIM FOR RELIEF - FRAUD**  
**(Against LAS and Ward)**

120. onsemi incorporates by reference the foregoing paragraphs as if fully restated herein.

121. LAS intentionally concealed and/or misrepresented its liquidity, financial wherewithal and ability to perform under the Agreements to onsemi by producing false and inaccurate financial information. For example, LAS intentionally presented inflated asset valuations on its balance sheet and flowed inaccurate information from its balance sheet through its income statement to minimize its losses. Namely, LAS's balance sheet identified \$65 million of equity, when the reality is that LAS was started with zero equity and 100% debt. The false equity was created by revaluing the assets (the Fab, Equipment, and real estate) obtained in the Transaction from \$80 million up to \$180 million.

122. LAS's inclusion of dubious financial information and misappropriating income and inventory was part of LAS's scheme to defraud onsemi into providing LAS long-term continued financial accommodations, costing onsemi millions of dollars.

123. LAS also intentionally diverted revenue and income generated from LAS's FLIR Purchase Orders to Linear or another affiliated entity to further suppress LAS's cash flow, thus creating a false need for onsemi to provide LAS additional financial accommodations.

124. When presented with the Graf Report, which advised LAS to engage an accounting firm "to perform a thorough audit of LA Semiconductor's financials to address existing anomalies, ensure compliance with GAAP, and mitigate risks of fraudulent activities..." Defendants Ward and LAS continued to present inadequate and inaccurate financial information to improperly bolster LAS's financial position.

125. LAS's financial strength was material to the Transactions through which LAS purchased the Fab and related Equipment from onsemi. LAS knew, or should have known, that it did not have the financial ability to operate the Fab and manufacture Products pursuant to the Agreements.

126. LAS made the aforementioned intentional concealment and/or misrepresentation with the intention to deceive onsemi into providing LAS with additional financial support and operational Services, to which it was not entitled.

127. As a direct and proximate result of LAS's intentional concealment and/or misrepresentation as aforesaid, onsemi was deceived into providing additional financial support and/or operational Services to LAS.

128. onsemi relied upon and acted upon LAS's deception.

129. onsemi reasonably relied on LAS's intentional concealment and/or misrepresentation of LAS's liquidity and financial wherewithal to provide LAS additional financial support and operational Services.

130. LAS has refused to comply with the terms of the Agreements.

131. LAS has been unjustly enriched by onsemi's additional financial support and operational Services that were fraudulently induced through LAS's intentional concealment and/or misrepresentation of LAS's liquidity and financial wherewithal.

**FOURTH CLAIM FOR RELIEF – NEGLIGENT MISREPRESENTATION**  
**(Against LAS)**

132. onsemi incorporates by reference the foregoing paragraphs as if fully restated herein.

133. LAS represented and provided inaccurate financial information to onsemi that LAS has the ability to operate the Fab and perform its obligations under the Agreements.

134. onsemi reasonably relied on LAS's inaccurate representations.

135. LAS's representations were material to onsemi's execution of the Agreements and continued support under the TSA.

136. Based on, among other items, the Graf Report and statements made by Mr. Huening, LAS knew, or should have known, that its statements and financial information provided to onsemi were false or acted with negligent disregard to the truth of the statements contained therein.

137. onsemi has been damaged in an amount to be determined at trial, but not less than \$35 million net of any amounts owed by onsemi to LAS pursuant to the WSA.

**FIFTH CLAIM FOR RELIEF – TORTIOUS INTERFERENCE WITH CONTRACT**  
**(Against LAS and Linear)**

138. onsemi incorporates by reference the foregoing paragraphs as if fully restated herein.

139. onsemi's contracts with its customers constitute valid and binding contracts.

140. LAS and Linear had knowledge of onsemi's contracts with its customers.

141. LAS and Linear intentionally interfered with onsemi's contracts with its customers by diverting inventory provided by onsemi to be used for Products being manufactured by LAS for onsemi and onsemi's customers, as well as income generated from manufacturing Products pursuant to the FLIR Purchase Order. As a result of LAS's and Linear's diversion of inventory and income, LAS was unable to timely manufacture Products for onsemi and its customers.

142. LAS and Linear were not justified in their interference with onsemi's contracts with its customers.

143. As a direct and proximate result of LAS's and Linear's tortious interference, onsemi has suffered monetary damages in an amount to be determined at trial.

144. The intentional tortious conduct of each of LAS and Linear exhibit malice, willfulness, and insult such that punitive damages and an award of attorneys' fees are appropriate.

**SIXTH CLAIM FOR RELIEF – CIVIL CONSPIRACY**  
**(Against LAS and Linear)**

145. onsemi incorporates by reference the foregoing paragraphs as if fully restated herein.

146. LAS and Linear conspired and engaged in concerted actions, including but not limited to misappropriating income and inventory away from LAS to interfere with onsemi's ability to timely satisfy its contracts with its customers.

147. LAS and Linear's actions constitute unlawful means which were perpetrated for the unlawful purpose of tortiously interfering with the Agreements and onsemi's contracts with its customers.

148. As a direct and proximate result of LAS and Linear's conspiracy and unlawful actions, onsemi has suffered monetary damages in an amount to be determined at trial.

149. The intentional tortious conduct by each of LAS and Linear exhibit malice, willfulness, and insult such that punitive damages and an award of attorneys' fees are appropriate.

**RESERVATION OF RIGHTS**

150. onsemi reserves the right to bring all other claims or causes of action that it might have or could assert against LAS, on any and all grounds, as allowed under the law or in equity.

**DEMAND FOR JUDGMENT**

**WHEREFORE**, onsemi prays that judgment be entered in its favor and against LAS as follows:

1. On the First Claim for Relief, that this Court enter judgment in favor of Plaintiff Semiconductor Components Industries, LLC and against LA Semiconductor LLC in an amount to be determined at trial but that exceeds \$35 million, which amount is net of any amounts owed by onsemi to LAS pursuant to the WSA;

2. On its Second Claim for Relief, an order preliminarily and permanently restraining and enjoining LAS, and any affiliates, subsidiaries, officers, agents, servants, employees and attorneys, and all those who act in concert or participation with it, from taking any action that may cause irreparable harm to onsemi and/or any of onsemi's customers, including but not limited to ceasing business activities, terminating employees, or further dissipating LAS's assets;

3. On its Third Claim for Relief, for compensatory damages in an amount to be determined at trial consisting, at a minimum, of all of the costs of providing Services under the TSA;

4. On its Fourth Claim for Relief, for compensatory damages in an amount to be determined at trial consisting, at a minimum, of all of the costs of providing Services under the TSA;

5. On its Fifth Claim for Relief, a judgment for compensatory and punitive damages in an amount to be determined at trial for LAS's and Linear's tortious interference with onsemi's contracts with its customers;

6. On its Sixth Claim for Relief, a judgment for damages in an amount to be determined at trial for LAS's and Linear's civil conspiracy; and

7. An order granting compensatory damages, treble damages, attorneys' fees, pre- and post-judgment interest, costs of suit, and granting onsemi such other and further relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury of all issues so triable.

Dated: December 19, 2024

Respectfully submitted,

/s/ Christopher B. Wick

Christopher B. Wick (0073126)

Philip K. Stovall (0090916)

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*Counsel to Plaintiff Semiconductor  
Components Industries, LLC*

VERIFICATION

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) ss:

Peter Buckles of full age, being duly sworn according to law, upon his oath, deposes and says:

1. I act as the Director, Mergers and Acquisitions and Securities of Semiconductor Components Industries, LLC, which is the Plaintiff in this action.

2. I have read the foregoing *Verified Complaint for Temporary Restraining Order, Preliminary and Permanent Injunction, Declaratory Judgment, and Other Relief* and all the allegations contained therein. All such allegations are true based on my personal knowledge, except as to those matters herein alleged upon information and belief, in which case, I believe them to be true.

  
Peter W. Buckles

Sworn and subscribed to before me this 19th day of December, 2024.

  
NOTARY PUBLIC



COLLEEN M. BEITEL  
Notary Public, State of Ohio  
My Commission Expires  
January 25, 2025