Cobra Systems, Inc	v. George Francis Unger IV et al	D	oc 90
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8		CASE CLOSED	
9	UNITED STATES DISTRICT COURT		
10	CENTRAL DISTRI	CT OF CALIFORNIA	
11	COBRA SYSTEMS, INC., a California corporation,	Case No. 16CV00569-ODW-JEM	
12	Plaintiff,	CONSENT DECDEE AND	
13	V.	CONSENT DECREE AND *PROPOSED ORDER	
14			
15	GEORGE FRANCIS UNGER IV, PHUONG PHAM (aka DARREN		
16	PHAM), CAMERON BROWN, WILLIAM MICHAEL "COREY"	Honorable Otis D. Wright	
17	GIBSON, THERMAL ID TECH and DOES 1-10, inclusive,		
18	Defendant.		
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	SMRH:482258586.1	CONSENT DECREE Case No. 16CV00569-ODW-JEM	
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CONSENT DECREE AND ORDER

- 1. Plaintiff Cobra Systems, Inc. ("Plaintiff") filed a Complaint to this action on March 28, 2016 ("Complaint") against Defendants George France Unger IV ("Unger"), Phuong Pham ("Pham"), Cameron Brown ("Brown"), and Thermal ID Tech ("Thermal") for breach of contract, copyright infringement, removal and/or alteration of copyright management information, trade secret misappropriation, and unfair competition under Cal. Bus. & Prof. §§ 17200 and 17500. Plaintiff and Defendants now seek to settle Plaintiff's claims in accordance with the terms and conditions expressly stated in this Consent Decree.
- 2. Defendants deny the allegations in the Complaint filed by Plaintiff, and by entering into this Consent Decree and [Proposed] Order, do not admit liability to any of the allegations in Plaintiff's Complaint filed in this action. The Parties hereby enter into this Consent Decree and [Proposed] Order for the purpose of entering into an early settlement of all of Plaintiff's claims as set forth in the Complaint without the need for protracted litigation, and without the admission of any liability for any allegations in Plaintiff's Complaint. The Parties agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning Plaintiff's claims.

JURISDICTION

- 3. The Court has jurisdiction over the parties and the subject matter of this lawsuit. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person.
- 4. The Court shall retain jurisdiction of this action during the duration of the Decree for the purposes of entering all orders, judgments and decrees that may be necessary to implement the relief provided herein.

WHEREFORE, the Parties to this Agreement hereby agree and stipulate to the Court's entry of this Consent Decree and [Proposed] Order, which provides as follows:

SETTLEMENT PAYMENT

5. The Defendants, jointly and severally, will pay to Plaintiff a confidential settlement payment. The Defendants will make a first installment payment of a confidential amount within five (5) days after the effective Settlement Agreement entered by the Parties, and a monthly installment on the first day of each month beginning May 1, 2017 and ending April 1, 2020. Any late payment will be considered a material breach of the Consent Decree. Any payment made more than five (5) days after the day upon which it was due will be considered a late payment. For any late payment, interest shall accrue from the date the payment was due at the rate set forth in California Code of Civil Procedure Section 685.010.

VOLUNTARY CESSATION

6. Defendants will immediately cease from using or selling any standalone label printers that incorporate a TSC KU008 keyboard or equivalent preprogrammed keyboard (collectively, a "Pre-Programmed Keyboard"). An equivalent pre-programmed keyboard shall mean any keyboard capable of running the same software code as a TSC KU008 keyboard. The Defendants will immediately destroy and all versions and copies of software coded for such Pre-Programmed Keyboards (as defined above) and in the Defendants' possession, and provide a written certification to Plaintiff of such destruction. Defendants are not otherwise restricted from using TSC TSPL programming language for programming.

MUTUAL RELEASE.

7. Cobra, on behalf of itself and its respective current and former agents, officers, directors, employees, administrators, representatives, successors, and assigns, hereby releases Thermal ID Tech, George Francis Unger IV, Phuong "Darren" Pham, and Cameron Brown, each of their current and former agents, representatives, successors and assigns ("Thermal Releasees"), of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement,

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undertaking, and account, whether known or unknown, arising out of or relating to the Action, including but not limited to any claims based upon or related to any state or federal laws or statutes.

- 8. Thermal ID Tech, George Francis Unger IV, Phuong "Darren" Pham, and Cameron Brown, individually and on behalf of themselves and their current and former agents, representatives, and successors and assigns, hereby release Cobra and its respective current and former agents, officers, directors, employees, administrators, representatives, successors, and assigns ("Cobra Releasees"), of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking, and account, whether known or unknown, arising out of or relating to the Action, including but not limited to any claims based upon or related to any state or federal laws or statutes.
- 9. WITH RESPECT TO THE MATTERS RELEASED HEREIN, EACH RELEASING PARTY SPECIFICALLY ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH IT NOW BELIEVES TO BE TRUE WITH RESPECT TO THE RELEASED MATTERS, BUT AGREES THAT IT HAS TAKEN THAT POSSIBILITY INTO ACCOUNT IN REACHING THIS AGREEMENT, AND THAT THE RELEASE SHALL BE AND REMAIN IN EFFECT NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH ADDITIONAL OR DIFFERENT FACTS, AS TO WHICH EACH RELEASING PARTY EXPRESSLY ASSUMES THE RISK. EACH RELEASING PARTY EXPRESSLY AND SPECIFICALLY STIPULATES AND AGREES TO WAIVE AND RELINQUISH, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL PROVISIONS, RIGHTS, AND BENEFITS UNDER CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR PROVISION OR AUTHORITY UNDER ANY OTHER STATE OR FEDERAL LAW. THAT CIVIL CODE SECTION

10. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

ENTIRE CONSENT ORDER

Order as full resolution of Plaintiff's claims as filed in the Complaint. This Consent Decree constitutes the entire agreement between the signing Parties on settlement of all of Plaintiff's claims, and no other statement, promise or agreement, either written or oral, made by any of the Parties or agents of any of the Parties, that is not contained in this written Consent Decree and [Proposed] Order, shall be enforceable regarding the matters described herein for injunctive relief only. This Consent Decree and [Proposed] Order applies to each and every claim made by Plaintiff in the Complaint in this matter, and is intended to settle each and every claim made by Plaintiff.

FEE AWARD RE ENFORCEMENT

12. The Court shall award reasonable attorney fees, costs and litigation expenses incurred in connection with the enforcement of this Consent decree.

CONSENT DECREE BINDING ON PARTIES

13. This Consent Decree and [Proposed] Order shall be binding on Plaintiff Cobra Systems, Inc. and Defendants George France Unger IV ("Unger"), Phuong Pham ("Pham"), Cameron Brown ("Brown"), and Thermal ID Tech ("Thermal"); and any successors in interest. Defendants have a duty to so notify all such successors in interest of the existence and terms of this Consent Decree and [Proposed] Order during the period of the Court's jurisdiction of this Consent Decree and [Proposed] Order.

TERM OF THE CONSENT DECREE

14. The Court shall retain jurisdiction of this action to enforce provisions of this Consent Decree and [Proposed] Order for thirty-six (36) months after the date of this Consent Decree and [Proposed] Order, or until the injunctive relief and settlement payment contemplated by this Consent Decree and [Proposed] Order is completed, whichever occurs later.

SEVERABILITY

15. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect.

SIGNATORIES BIND PARTIES

16. Signatories on behalf of the Parties represent that they are authorized to bind the Parties to this Agreement. This Agreement may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

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PARTIES' APPROVAL

COBRA SYSTEMS, INC.

Plaintiff

Name:

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George Unger

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Name:

Title:

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CONSENT DECREE Case No. 8:12-cv-01286-DOC (MLG)

1	Date: 4/20/, 2017	Phuong Phana
3		Detendant //
4		Name: PHUONE PHAM 1:tle: (FO)
5	Date: 4/20 , 2017	
6	Date	Cameron Brown
1		Detendant
8		Name: Cameron Brown
9	, .	Title: Sales
10	Date: $4/20/$, 2017	Thermal III/ Tech.
11	/ /	My Sen
12		Detendant
13		Name: PHUNG PHAM Title:
14		Title:
15	APPROVED AS 10 FORM:	
6378010	April 20 2012	
16	Dated: April 20, 2017	
16	SHEPPARD,	MULLIN, RICHTER & HAMPTON
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1 / 18 19	SHEPPARD, LLP	
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1 / 18 19 20 21 22 23	SHEPPARD, LLP	LISA M. MARTENS MICHAEL MURPHY JESSE A. SALEN Attorneys for Plaintiff
17 18 19 20 21 22 23 24	SHEPPARD, LLP	LISA M. MARTENS MICHAEL MURPHY JESSE A. SALEN Attorneys for Plaintiff
17 18 19 20 21	SHEPPARD, LLP	LISA M. MARTENS MICHAEL MURPHY JESSE A. SALEN Attorneys for Plaintiff
17 18 19 20 21 22 23 24 25 26	SHEPPARD, LLP	LISA M. MARTENS MICHAEL MURPHY JESSE A. SALEN Attorneys for Plaintiff
17 18 19 20 21 22 23 24 25 26 27	SHEPPARD, LLP	LISA M. MARTENS MICHAEL MURPHY JESSE A. SALEN Attorneys for Plaintiff
17 18 19 20 21 22 23 24 25 26	SHEPPARD, LLP	LISA M. MARTENS MICHAEL MURPHY JESSE A. SALEN Attorneys for Plaintiff

1	Dated: April =	, 2017
2		LT PACIFIC LAW GROUP, INC.
3		// 3.
4		By Jon Joseph
5		JEN TENG LEE
6	E	KENNETH TANJI, JR. Attorneys for Defendants
7		GEORGE UNGER PHUONG PHAM
8	4/11	THERMAL ID TECH
9	Dated:	, 2017
10		CASTLETON LAW GROUP
11		ani
12	ii ii	By June 19 Charles
13		JAMES B. GREEN Attorney for Defendant
14		CAMERON BROWN
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16	It is so ordered.	Mi will.
17	May 11, 2017	White Of Usiant
18		Otis D. Wright, II, US District Judge
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