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CASE CLOSED

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COBRA SYSTEMS, INC., a
California corporation,

Plaintiff,

v.

GEORGE FRANCIS UNGER IV,
PHUONG PHAM (aka DARREN
PHAM), CAMERON BROWN,
WILLIAM MICHAEL "COREY"
GIBSON, THERMAL ID TECH and
DOES 1-10, inclusive,

Defendant.

Case No. ^{SA}16CV00569-ODW-JEM

**CONSENT DECREE AND
~~PROPOSED~~ ORDER**

Honorable Otis D. Wright

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

4 8. Thermal ID Tech, George Francis Unger IV, Phuong “Darren” Pham,
5 and Cameron Brown, individually and on behalf of themselves and their current and
6 former agents, representatives, and successors and assigns, hereby release Cobra and
7 its respective current and former agents, officers, directors, employees,
8 administrators, representatives, successors, and assigns (“Cobra Releasees”), of and
9 from any and all manner of obligation, debt, liability, tort, covenant, contract,
10 agreement, undertaking, and account, whether known or unknown, arising out of or
11 relating to the Action, including but not limited to any claims based upon or related
12 to any state or federal laws or statutes.

13 9. WITH RESPECT TO THE MATTERS RELEASED HEREIN, EACH
14 RELEASING PARTY SPECIFICALLY ACKNOWLEDGES THAT IT MAY
15 HEREAFTER DISCOVER FACTS IN ADDITION TO OR DIFFERENT FROM
16 THOSE WHICH IT NOW BELIEVES TO BE TRUE WITH RESPECT TO THE
17 RELEASED MATTERS, BUT AGREES THAT IT HAS TAKEN THAT
18 POSSIBILITY INTO ACCOUNT IN REACHING THIS AGREEMENT, AND
19 THAT THE RELEASE SHALL BE AND REMAIN IN EFFECT
20 NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH
21 ADDITIONAL OR DIFFERENT FACTS, AS TO WHICH EACH RELEASING
22 PARTY EXPRESSLY ASSUMES THE RISK. EACH RELEASING PARTY
23 EXPRESSLY AND SPECIFICALLY STIPULATES AND AGREES TO WAIVE
24 AND RELINQUISH, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL
25 PROVISIONS, RIGHTS, AND BENEFITS UNDER CALIFORNIA CIVIL CODE
26 SECTION 1542, OR ANY SIMILAR PROVISION OR AUTHORITY UNDER
27 ANY OTHER STATE OR FEDERAL LAW. THAT CIVIL CODE SECTION
28 PROVIDES:

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

6 **ENTIRE CONSENT ORDER**

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

17 **FEE AWARD RE ENFORCEMENT**

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

20 **CONSENT DECREE BINDING ON PARTIES**

21 13. This Consent Decree and [Proposed] Order shall be binding on Plaintiff
22 Cobra Systems, Inc. and Defendants George France Unger IV ("Unger"), Phuong
23 Pham ("Pham"), Cameron Brown ("Brown"), and Thermal ID Tech ("Thermal");
24 and any successors in interest. Defendants have a duty to so notify all such
25 successors in interest of the existence and terms of this Consent Decree and
26 [Proposed] Order during the period of the Court's jurisdiction of this Consent
27 Decree and [Proposed] Order.
28

1 TERM OF THE CONSENT DECREE

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

7 SEVERABILITY

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

11 SIGNATORIES BIND PARTIES

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

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18 PARTIES' APPROVAL

19 Date: 4/24/, 2011 COBRA SYSTEMS, INC.

20 [Signature]
21 Plaintiff

22 Name: Douglas J. Sproal

23 Title: CEO

24 Date: 4/20, 2011

25 George Unger

26 [Signature]
27 Defendant

28 Name: George Unger

Title: Secretary

1 Date: 4/20/, 2017

Phuong Pham

Defendant

Name:

PHUONG PHAM

Title:

CEO

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5 Date: 4/20, 2017

Cameron Brown

Defendant

Name:

Cameron Brown

Title:

Sales

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10 Date: 4/20/, 2017

Thermal III Tech.

Defendant

Name:

PHUONG PHAM

Title:

CEO

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15 APPROVED AS TO FORM:

16 Dated: April 20, 2017

17 **SHEPPARD, MULLIN, RICHTER & HAMPTON**
18 **LLP**

19
20 By



LISA M. MARTENS

MICHAEL MURPHY

JESSE A. SALEN

Attorneys for Plaintiff

COBRA SYSTEMS, INC.

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1 Dated: April 20, 2017

2 LT PACIFIC LAW GROUP, INC.

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4 By

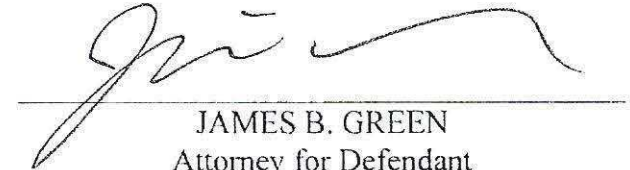


JEN FENG LEE
KENNETH TANJI, JR.
Attorneys for Defendants
GEORGE UNGER
PHUONG PHAM
THERMAL ID TECH

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9 Dated: 4/21, 2017

10 CASTLETON LAW GROUP

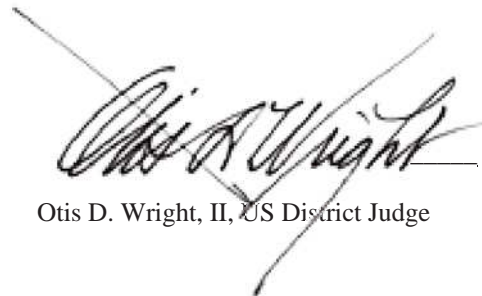
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JAMES B. GREEN
Attorney for Defendant
CAMERON BROWN

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16 It is so ordered.

17 May 11, 2017



Otis D. Wright, II, US District Judge