

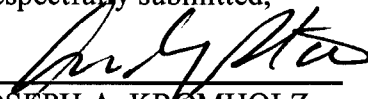
**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Bajer Design & Marketing, Inc.,	)	
a Wisconsin corporation,	)	
	)	Case No. 09 C 1815
Plaintiffs,	)	Judge Feinerman
	)	
Whitney Design Inc.,	)	
A Delaware Corporation	)	
	)	
Defendants.	)	

**PLAINTIFF’S MOTION FOR ENTRY OF CONSENT JUDGMENT**

Plaintiff hereby moves for entry of the attached Consent Judgment, which has been executed by both sides.

Respectfully submitted,

  
 \_\_\_\_\_  
 JOSEPH A. KROMHOLZ  
 ANDREW STAES

Ryan Kromholz & Manion  
P.O. Box 26618  
Milwaukee, Wisconsin 53226  
(262) 783-1300

Staes & Scallan, P.C..  
111 W. Washington  
Suite 1631  
Chicago, IL 60602  
(312) 201-8969

**CERTIFICATE OF SERVICE**

I, Andrew Staes, certify that I have caused Plaintiff's Motion For Entry Of Consent Judgment to be served upon the following persons via ECF electronic notification on June 6, 2011.

/s/ Andrew Staes  
ANDREW STAES

**SERVICE LIST**

Nelson Nolte  
McPherson D. Moore  
POLSTER, LIEDER, WOODRUFF & LUCCESHI  
12412 Owerscourt Drive  
Suite #200  
St. Louis, MO 63131

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

Bajer Design & Marketing, Inc.,  
a Wisconsin Corporation,  
Plaintiff

v.

Whitney Design, Inc.,  
a Delaware Corporation,  
Defendant.

CONSENT JUDGMENT

Case No. 1:09cv01815

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**CONSENT JUDGMENT**

The Plaintiff, BAJER DESIGN & MARKETING, INC., (“Plaintiff”) and the Defendant, WHITNEY DESIGN, INC (“Defendant”), having agreed to the entry of this consent judgment, it is ORDERED, ADJUDGED AND DECREED as follows:

1. This court has jurisdiction over the subject matter of this action and jurisdiction over both the Plaintiff and Defendant.
2. Judgment is hereby entered in favor of Plaintiff and against Defendant on Plaintiff’s claims of infringement of United States Patent Nos. 5,964, 533.
3. Defendant waives all defenses and counterclaims which have been or could have been raised in this action including all defenses and counterclaims for invalidity, non-infringement, and/or unenforceability of the patents-in-suit.
4. United States Patent No. 5,964,533 is valid and enforceable.
5. Plaintiff’s claims for damages and attorney fees with respect to patent infringement are dismissed with prejudice, provided, however, that any such claims shall be preserved with

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respect to any infringement of the patents-in-suit by either Defendant after the date of entry of judgment.

- 6. Each party is to bear its own costs and attorney fees.
  
- 7. Defendant, their officers, agents, servants, employees, attorneys, and those persons or entities in active concert or participation with them who receive actual notice of this PERMANENT INJUNCTION, are hereby permanently enjoined from making, using, selling, offering to sell or importing, or inducing others to make, use, sell, offer to sell, or import foldable hampers and collapsible containers that infringe upon at least one claim of United States Patent No. 5,964,533 or are identical to or substantially similar to the Infringing Product (See Complaint Exhibit 2), absent Defendant purchasing the foldable hampers or collapsible containers from Plaintiff or Defendant being granted a license by Plaintiff under United States Patent No. 5,964,533 and Defendant not being in any uncured breach of the terms or conditions of any such license so granted or purchase made.
  
- 8. This PERMANENT INJUNCTION shall remain in effect until any one of the following events occurs: (1) the expiration of United States Patent No. 5,964,533 or (2) all of the claims of United States Patent No. 5,964,533 are held to be invalid by a final order of a court of competent jurisdiction that has not or cannot be appealed. In the event that fewer than all of the claims of United States Patent No. 5,964,533 (or claims added during reissue or reexamination of those patents) are cancelled or are held invalid or unenforceable in a final order that has not or cannot be appealed, and then Defendant shall not be precluded from seeking modification of this PERMANENT INJUNCTION, upon a showing by Defendant of non-infringement of such claims that remain.

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9. This Judgment has been unconditionally accepted by authorized representatives of Plaintiff and Defendant.

10. The court retains jurisdiction to enforce this Order.

Entered this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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UNITED STATES DISTRICT JUDGE

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**CONSENTED TO:**

Date: June 6, 2011  
By: Joseph Kromholz (by es.)  
Joseph A. Kromholz  
John M. Manion  
Melissa S. Hockersmith  
Ryan Kromholz & Manion, S.C.  
P.O. Box 26618  
Milwaukee, Wisconsin 53226-0618  
Telephone: (262) 783-1300

By: Andrew Staes  
Stephen Scallan  
Andrew Staes  
Staes & Scallan, P.C.  
111 W. Washington Street  
Suite 1631  
Chicago, Illinois 60602

Attorneys for Plaintiff Bajer Design & Marketing, Inc.

Date: June 6, 2011  
By: McPherson D. Moore  
McPherson D. Moore  
Polster, Lieder, Woodruff & Lucchesi,  
L.C.  
12412 Powerscourt Drive  
Suite 63131  
St. Louis, MO 63131  
Telephone: (314)238-2400

Attorneys for Defendant Whitney Design, Inc.