

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

Pressure Specialist, Inc.,)	
Plaintiff)	
)	Case No.: 1:18-cv-07013
)	Hon. Matthew F. Kennelly
v.)	
)	
Next Gen Manufacturing, Inc.)	
and Carl J. Bonta, Jr.,)	
Defendant)	

CONSENT JUDGMENT AND PERMANENT INJUNCTION

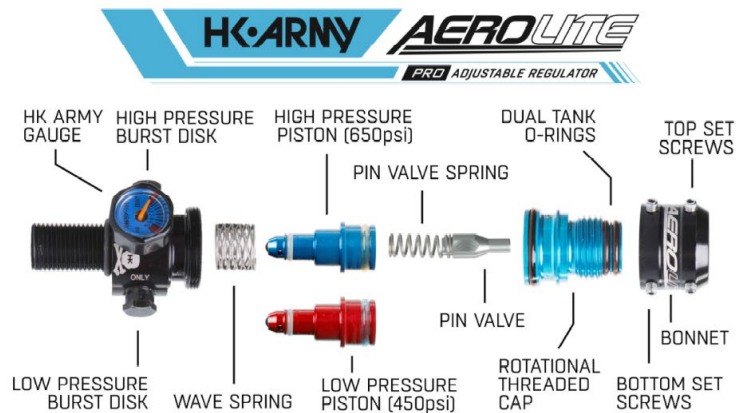
Plaintiff, Pressure Specialist, Inc., and Defendants, Next Gen Manufacturing, Inc. and Carl J. Bonta, Jr., agree to the entry of this Consent Judgement and Permanent Injunction as the final judgment in this action. The parties have stipulated to a permanent injunction with respect to the following products:

(1) PowerHouse GEN III Regulator (“the HAYMKR Regulator”):





and (3) the HK Army Aerolite Pro Regulator (“the HK Army Regulator”):



WHEREAS, the Parties have agreed to entry of a Consent Judgment and Permanent Injunction on the following terms, and the Defendants have agreed not to appeal any part of this stipulated Consent Judgment and Permanent Injunction.

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
THAT:

1. This Court's Preliminary Injunction order (Docket Item No. 25) shall remain in full force and effect as a permanent injunction from the entry of this Order until expiration of U.S. Patent No. 7,059,343 on September 2, 2023.

2. Next Gen Manufacturing Inc., Carl A. Bonta, Jr. and their principals, officers, directors, agents, servants, attorneys and employees, as well as any successors and/or assigns, and all those acting in privity, concert or participation with Defendants, are permanently enjoined from:

- (i) making, using, selling importing or offering to sell the HAYMAKR Regulator, the Gen II Regulator or the HK Army Regulator (as depicted above);
- (ii) making, using, selling, importing or offering to sell any regulator that is not more than colorably different from the HAYMAKR Regulator, the Gen II Regulator or the HK Army Regulator; and
- (iii) assisting, aiding or abetting another person or business entity in engaging or performing any of the activities enumerated in subparagraphs (i)- (ii) above.


3. Defendants shall give prompt notice of this Consent Judgment and Permanent Injunction to each of their respective officers, agents, servants, employees, and attorneys, and all those acting in concert with them. The Defendants have waived notice and service of entry of the Consent Judgment and Permanent Injunction and have agreed that violation of the Consent Judgment and Permanent Injunction will expose the Defendants to all penalties provided by law. The Defendants have also agreed not to appeal or otherwise attack the validity or enforceability of the Consent Judgment and Permanent Injunction.

4. This is a final judgment on all claims and counterclaims of the Parties in this case. Any claims for damages, attorneys' fees and costs related to this Litigation and incurred through the date of entry of this Consent Judgment and Permanent Injunction have been resolved between the Parties without further relief and are disposed of by this Order. Nothing herein shall be construed to prohibit the Parties from seeking attorneys' fees and costs in connection with any actions taken to enforce this Consent Judgment and Permanent Injunction in the future.

5. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this Consent Judgment and Permanent Injunction. Plaintiff is authorized to seek to enforce the terms of this Consent Judgment and Permanent Injunction and shall be entitled to reasonable attorneys' fees and costs incurred for any action to enforce the terms of this Consent Judgment and Permanent Injunction based on the Defendant's failure to comply, in any way, with its obligations set forth herein.

SO ORDERED

Dated: 5/6/2022



MATTHEW F. KENNELLY
UNITED STATES DISTRICT JUDGE