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NOTE: CHANGES MADE BY THE COURT

7  
8 Attorneys for Defendants

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13  
14 F.B.T. PRODUCTIONS, LLC, and  
15 Em2M, LLC,

16 Plaintiffs,

17 vs.

18 AFTERMATH RECORDS doing  
19 business as AFTERMATH  
20 ENTERTAINMENT; INTERSCOPE  
21 RECORDS; UMG RECORDINGS,  
22 INC.; and ARY, INC.,

23 Defendants.

CASE NO. CV 07-03314 PSG  
(MANx)

~~PROPOSED~~ FINAL JUDGMENT

24 This action was tried by a jury with the Honorable Philip S. Gutierrez  
25 presiding, and the jury has rendered a verdict.

26 IT IS ORDERED THAT:

27 1. On all counts, the action be dismissed on the merits as to Defendant  
28 ARY, Inc.;

1           2.     On the First Claim for Relief, the Plaintiffs F.B.T. Productions, LLC  
2 and Em2M, LLC recover nothing, the cause of action be dismissed on the merits,  
3 and the Defendants Aftermath Records d/b/a Aftermath Entertainment, Interscope  
4 Records, and UMG Recordings, Inc. recover costs from Plaintiffs in the amount of  
5 \_\_\_\_\_ ;

6           3.     On the Second Claim for Relief, the Plaintiffs F.B.T. Productions,  
7 LLC and Em2M, LLC recover from the Defendants Aftermath Records d/b/a  
8 Aftermath Entertainment, Interscope Records, and UMG Recordings, Inc. the sum  
9 of \$159,332 with interest accruing after this judgment is entered at the rate  
10 specified in 28 U.S.C. § 1961, **plus prejudgment interest and costs as**  
11 **determined by the Court;**

12           4.     On the Third Claim for Relief, the Plaintiffs F.B.T. Productions, LLC  
13 and Em2M, LLC are not entitled to royalties under the “masters licensed”  
14 provisions of the March 9, 1998 and July 2, 2003 recording agreements for the  
15 distribution and sale of permanent downloads and mastertones. Rather, Defendants  
16 appropriately pay royalties for permanent downloads and mastertones under the  
17 contractual provisions that apply to sales of records through normal retail channels.  
18

19           The Clerk is ordered to enter this Judgment.  
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24 DATED: March 17, 2009

By: PHILIP S. GUTIERREZ  
Hon. Philip S. Gutierrez