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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

AMETHYST KELLY,  
professionally known as IGGY  
AZALEA,  
  
Plaintiff,  
  
vs.  
  
PRIMCO MANAGEMENT, INC.,  
et al.,  
  
Defendants.

CASE NO. CV-14-7263-BRO-SH  
Hon. Beverly Reid O’Connell

**ORDER APPROVING CONSENT  
DECREE**

Action Filed: September 17, 2014  
Trial Date: None

UPON REVIEW BY THE COURT of the [Proposed] Consent Decree  
attached hereto as Exhibit “A” presented by the parties, and good cause appearing  
therefore,

IT IS ORDERED AND ADJUDGED that the [Proposed] Consent Decree  
reflects a reasonable and fair settlement of the controversy presented and, as such,  
the interests of all parties will be best preserved by the Court’s approval thereof.

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1            THEREFORE, the attached [Proposed] Consent Decree is approved by and  
2 shall be the Order of this Court.

3            IT IS SO ORDERED.



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5 Dated: February 5, 2015

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Hon. Beverly Reid O'Connell  
United States District Court Judge

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# EXHIBIT “A”

1 SHOWALTER LAW FIRM  
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9 Attorneys for PRIMCO MANAGEMENT, INC.,  
10 ESMG, INC., and TOP SAIL PRODUCTIONS, LLC

11 UNITED STATE DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DISTRICT

13 AMETHYST KELLY,  
14 Professionally Known As  
15 IGGY AZALEA  
16 Plaintiff,

17 vs.

18 PRIMCO MANAGEMENT, INC.  
19 et al.,  
20 Defendants

21 Case No.: CV-14-7263-BRO-SH  
22 Hon. Beverly Reid O'Connell

23 **CONSENT DECREE**

24 Plaintiff Amethyst Kelly, professionally known as Iggy Azalea ("Plaintiff"), on the  
25 one hand, and on the other hand defendants Primco Management, Inc., a Delaware  
26 corporation, ESMG Inc. a Nevada corporation, and Top Sail Productions, LLC, a  
California limited liability company (individually and collectively, "Primco Defendants")  
(collectively, the "Parties"), agree that the following Consent Decree shall be submitted  
for approval by the above-entitled Court to resolve the issues being litigated in the above-  
entitled action between the Primco Defendants and Plaintiff. The parties agree to the  
following provisions:

1           WHEREAS, without any admission of liability or fault by any party, the parties  
2 recognize that Plaintiff in her complaint and in discussions between counsel has raised  
3 factual and legal issues as to whether the Primco Defendants have rights in certain  
4 intellectual property by virtue of an agreement between Plaintiff and Williams (as  
5 hereinafter defined) allegedly signed February 16, 2009 (the “2009 Agreement”), which  
6 agreement was purportedly assigned to one or more of the Primco Defendants by  
7 Williams; and

8           WHEREAS, Plaintiff disputes the validity of the 2009 Agreement; and

9           WHEREAS, the Primco Defendants have no interest in exploiting or seeking to  
10 enforce against Plaintiff any rights now or in the future which arise by, through or under  
11 the 2009 Agreement; and

12           WHEREAS, the parties wish to avoid the costs of litigating such factual and legal  
13 issues and any potential liabilities that may result from such litigation;

14           NOW, THEREFORE, the parties agree as follows:

15           1. The Primco Defendants, unless express written consent is hereafter provided by  
16 Plaintiff or those authorized by Plaintiff, agree that they shall not hereafter act in any  
17 manner in reference to:

18           a.     Hosting, linking to, showing, attempting to sell, causing to be sold,  
19 permitting any other individual or entity to sell, copying, reproducing, publishing,  
20 disseminating, distributing, circulating, promoting, marketing, advertising, making  
21 available for download, streaming, or making any other use of unauthorized derivative  
22 works of any sound recordings of Plaintiff that Plaintiff has not previously released to the  
23 public, including, but not limited to, the EP titled in *Inizio* and any recording ever  
24 advertised as being on the *Inizio* EP;

1           b. Using in commerce any reproduction, counterfeit, copy, or colorable  
2 imitation of Plaintiff's registered IGGY AZALEA™ trademark in connection with the  
3 sale, offering for sale, distribution, or advertising of any goods or services;

4           c. Exploiting plaintiff's name, likeness or identity in any manner, on or in  
5 products, merchandise, or goods, or for purposes of advertising or selling, or soliciting  
6 purchases of, products, merchandise, goods, or services and,

7           d. Exploiting or attempting to exploit any rights derived from the 2009  
8 Agreement.

9           2. In consideration of the foregoing agreements by the Primco Defendants and  
10 their faithful performance of said agreements, Plaintiff and those who may claim by  
11 through or under Plaintiff, hereby releases Primco Management, Inc., a Delaware  
12 corporation, ESMG Inc. a Nevada corporation, and Top Sail Productions, LLC and their  
13 principals, officers, shareholders, agents, attorneys, managers, directors, officers,  
14 subsidiaries, and parent companies, from any and all liabilities arising from or related to  
15 the matters alleged in plaintiff's complaint herein, provided that this release does not  
16 include defendant Maurice Williams a/k/a Maurice Lasel a/k/a Nuwine a/k/a Wine-0-  
17 a/k/a Jefe Wine a/k/a Hefe Wine, doing business as "Wine Enterprises, Inc.," aka "wine  
18 enterprises inc.," aka "Wine Enterprises, LLC" a/k/a Enzo Weinberg ("Williams") or any  
19 non-party to this Consent Degree with or through which Williams has done business.

20           3. The Court has vacated the Clerk's Notice of Default (Doc. 15) and denied as  
21 moot Plaintiff's Motion for Formal Decree Pro Confesso (Doc. 20). The parties agree to  
22 file such other and further documents as may be reasonably required to effectuate the  
23 intent of this Consent decree, including an agreed judgment dismissing the Primco  
24 Defendants with prejudice with each party to bear her or its own attorney fees and costs  
25 incurred herein.

1 4. The Court shall retain jurisdiction over the parties for purposes of enforcing  
2 this Consent Decree. The prevailing party in any proceeding to enforce this Consent  
3 Decree shall be entitled to recover her or its costs and reasonable attorney fees incurred  
4 therein.

5 5. The parties shall each bear her or its own attorney fees and costs incurred  
6 herein as of the date of entry of the Court's approval of this Consent Decree.

7 SIGNED AND ENTERED February 5 2015.

8 

9 \_\_\_\_\_  
10 Hon. Beverly Reid O'Connell  
11 Presiding

11 AGREED AS TO FORM AND CONTENT  
12 KING, HOLMES, PATERNO & BERLINER, LLP

13 /s/  
14 \_\_\_\_\_  
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22 Attorneys for Plaintiff and Cross Defendant  
23 Amethyst Kelly professionally known as Iggy Azalea

24 SHOWALTER LAW FIRM

25 /s/  
26 \_\_\_\_\_  
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3 Attorneys for Defendants  
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5 ESMG Inc., and  
6 Top Sail Productions, LLC  
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