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8 **UNITED STATES DISTRICT COURT**
 9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 JUKIN MEDIA, INC., a California
11 corporation,

12 Plaintiff,

13 v.

14 DEFY MEDIA, LLC, a Delaware limited
15 liability company

16 Defendant.

CASE NO. 2:15-cv-04411-BRO-GJS
 Hon. Beverly Reid O’Connell

**STIPULATION OF DISMISSAL
 AND STIPULATION OF ENTRY
 OF JUDGMENT IN THE EVENT
 OF DEFENDANT DEFAULT ON
 SETTLEMENT AGREEMENT**

17 Action Filed: June 10, 2015

18 Trial Date: Not set

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 310-229-9900

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1 Plaintiff Jukin Media, Inc. (“Plaintiff”) and Defendant Defy Media LLC
2 (“Defendant”), hereby enter into this Stipulation of Dismissal subject to retention
3 of jurisdiction to enforce their Settlement Agreement, which is secured by this
4 Stipulation for Judgment in the Event of Defendant Default on Settlement
5 Agreement (“Stipulation”) as follows:

6 WHEREAS, on August 14, 2015, Plaintiff filed its operative First Amended
7 Complaint (“Complaint”) against Defendant in this action, seeking to recover
8 damages for the violation of its copyrights; and

9 WHEREAS, the Parties have entered into a Settlement Agreement and
10 Release, which is secured by Stipulated Judgment (“Settlement Agreement”); and

11 WHEREAS, under the terms of the Settlement Agreement Defendant has
12 agreed to pay Plaintiff an amount pursuant to the payment schedule described in
13 the Settlement Agreement (the “Settlement Payment”).

14 WHEREAS, the Parties agree and jointly request that this Court retain
15 jurisdiction to enforce the settlement, and otherwise dismiss this action in its
16 entirety, subject to such retention of jurisdiction.

17 IT IS HEREBY STIPULATED, by and between Plaintiff and Defendant as
18 follows:

- 19 1. The Parties agree that the matters set forth above are true and correct.
- 20 2. To secure Defendants performance of the terms of the Parties’
21 Settlement Agreement, the Parties executed on March 21, 2016, a Stipulation for
22 Judgment and Stipulated Judgment (“Stipulated Judgment”) in a principal amount
23 equal to the Settlement Payment.
- 24 3. In the event Defendant defaults by failing to timely and fully make
25 any payment due under the Settlement Agreement following application of the
26 notice and cure provisions set forth in the Settlement Agreement (a) Plaintiff is
27 hereby authorized to file an ex parte application to vacate the dismissal entered
28 hereunder and enter Judgment for the Settlement Payment against Defendant, less

1 any payments made under the Settlement Agreement prior to default, plus interest
2 thereon at 7.5% per annum from the date of default; and (b) the Court is
3 authorized to enter an order vacating any dismissal and thereupon enter judgment
4 pursuant to this Stipulation on an ex parte basis.

5 4. No amendment, change or modification of this Stipulation shall be
6 valid, unless in writing and signed by all of the parties hereto.

7 5. Except as set forth in the Settlement Agreement and Release, this
8 Stipulation constitutes the entire understanding and agreement of the parties with
9 respect to its specific subject matter, and any and all prior agreements,
10 understandings, or representations with respect to its subject matter are hereby
11 terminated and canceled in their entirety and are of no further force or effect.

12 6. The Parties shall bear their own attorney's fees and costs to date in
13 this Action.

14 7. The Stipulated Judgment is exempt from the confidentiality
15 restrictions set forth in the Settlement Agreement, including Section 10.

16 8. The Stipulated Judgment may be entered by any Judge of the United
17 States District Court, Central District of California.

18 9. This Court should (a) retain jurisdiction to enforce the parties
19 settlement, and (b) otherwise dismiss this action in its entirety, subject to such
20 retention of jurisdiction.

21 IT IS SO STIPULATED.

22
23 _____
24 Jukin Media, Inc.
25 By:

Date

26
27 _____
28 Defy Media, LLC
By:

Date

1 Based on the foregoing, the Court retains jurisdiction to enforce the parties
2 settlement and otherwise dismisses this action in its entirety, subject to such
3 retention of jurisdiction.

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5 **IT IS HEREBY ORDERED**

6 Dated: May 3, 2016



7 HONORABLE BEVERLY REID O'CONNELL
8 UNITED STATES DISTRICT COURT JUDGE

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