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

13 ACI LICENSING, LLC, a Delaware
limited liability company,

14 Plaintiff,

15 v.

16 CR LICENSING LLC, a New York
17 limited liability company,

18 Defendant.

Case No. 2:17-CV-7480-RGK-GJS

[PROPOSED] JUDGMENT

19
20 WHEREAS, on October 12, 2017, plaintiff ACI Licensing, LLC's
21 ("Plaintiff") filed a complaint in this Court against defendant CR Licensing LLC
22 ("Defendant") asserting claims for breach of contract, declaratory judgment, and
23 anticipatory breach of contract;

24 WHEREAS, on October 16, 2017, Plaintiff served its complaint and
25 summons, and other related documents, on Defendant, and filed proof of the same
26 with the Court on October 23, 2017;

27 WHEREAS, on November 8, 2017, Plaintiff filed a request for entry of
28 default in light of Defendant's failure to timely appear or file a timely response to

1 the complaint, and served the same on Defendant at its business address by U.S.
2 mail;

3 WHEREAS, on November 13, 2017, the clerk of the Court entered default
4 against Defendant;

5 WHEREAS, on December 14, 2017, Plaintiff filed a motion for entry of
6 default judgment by the Court against Defendant on its claims for breach of contract
7 and declaratory judgment and for an award of attorneys' fees ("Motion for
8 Default"), and served the same on Defendant at its business address by U.S. mail;

9 WHEREAS, on January, 17, 2018, the Court took Plaintiff's Motion for
10 Default under submission and off of its motion calendar; and

11 WHEREAS, on February 7, 2018, the Court issued its order on Plaintiff's
12 Motion for Default, granting Plaintiff's Motion as to its claims for breach of contract
13 damages and declaratory judgment and granting in part Plaintiff's motion for
14 attorneys' fees;

15 The Court hereby enters judgment as follows:

16 IT IS HEREBY ORDERED that judgment is entered for Plaintiff and against
17 Defendant;

18 IT IS HEREBY FURTHER ORDERED that Defendant is ordered to pay
19 Plaintiff the sum of \$292,958.71, which amount consists of Plaintiff's damages from
20 Defendant's breach of contract (\$277,481.53), prejudgment interest earned thereon
21 (\$6,203.48), and Plaintiff's attorneys' fees (\$9,273.70);

22 IT IS HEREBY FURTHER DECLARED that (i) Section 8.b. of the
23 Plaintiff's and Defendant's Licensing Representation Agreement signed November
24 27, 2007 applies to any extension and/or renewal of each and every license
25 agreement Plaintiff brokered or procured on behalf of Defendant, regardless of the
26 form of said extension or renewal, including Defendant allowing for the expiration
27 or termination of an agreement solely for the purpose of entering into a "new"
28 agreement with the applicable licensee, and (ii) the applicable rate of compensation

1 due Plaintiff as of this date for Defendant's license agreements with Simplicity
2 Pattern Co. Inc., dated August 15, 2008, and TJX Companies, Inc., dated February
3 27, 2009, is 25% commission on royalties and 20% on all design fees paid to
4 Defendant.

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6 IT IS SO ORDERED.

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8 Dated: February 12, 2018

Jay Klauson

UNITED STATES DISTRICT JUDGE

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