

1 accommodation, amusement, and refreshment known as Art's Place, located at 21860
2 Hwy. 18, in Apple Valley, in the State of California and

3 WHEREAS, without authorization or consent, Defendants, on the dates
4 specified on Schedule A to the Complaint, publicly performed Plaintiffs' copyrighted
5 musical compositions at Art's Place, located at 21860 Hwy. 18, in Apple Valley, in
6 the State of California for the entertainment and amusement of the patrons attending
7 said premises in violation of Plaintiffs' rights under 17 U.S.C. § 106(4), as a remedy
8 for which Plaintiffs are entitled to judgment against Defendants for willful copyright
9 infringement.

10 Both parties have agreed to the entry of this Consent Judgment.

11 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
12 DECREED that:

13 1. (a) Judgment is entered for Plaintiffs and against Defendants on the
14 claims set forth in Plaintiffs' Complaint in the amount of Fifteen Thousand Dollars
15 (\$15,000.00) (the "Consent Judgment Amount"). Notwithstanding the foregoing, the
16 parties have agreed that this Judgment may be satisfied upon Defendants' payment of
17 the sum of Ten Thousand Two Hundred Fifty Dollars (\$10,250.00) (the "Settlement
18 Amount") as provided in Paragraph 2 below.

19 (b) The amount provided for in this Consent Judgment shall be in full
20 settlement of all claims against Defendants arising out of Plaintiffs' Complaint and all
21 other claims for copyright infringement arising out of unauthorized public performances
22 of ASCAP's members' musical works by Defendants and their successors, shareholders,
23 partners, officers, directors, predecessors, assigns, agents, and employees at Art's
24 Place, located at 21860 Hwy. 18, in Apple Valley, in the State of California, during
25 all periods up to and including the date of entry of this Consent Judgment.

26 2. (a) Defendants shall pay the Settlement Amount by an initial payment
27 of Two Thousand Dollars (\$2,000.00) to be made on or before March 31, 2010, and
28 subsequent monthly installment payments of Five Hundred Fifty Dollars (\$550.00) to

1 be made on the first of the month each month for fifteen (15) months beginning May
2 2010 and ending July 2011.

3 (b) Defendants shall make the payments provided for above in the
4 form of a certified, cashier's, bank, or corporate business check drawn on a California
5 bank, made payable to "ASCAP," and delivered to Danika B. Vittitoe, Esq., at Arnold
6 & Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California 90017,
7 or such other person as Plaintiffs' attorneys shall designate to receive such payments.

8 3. In the event that Defendants fail to make any of the payments provided
9 for in paragraph 2(a), upon receipt by Defendants of written notice from Plaintiffs or
10 their undersigned attorneys of any such delinquency, Defendants shall have ten (10)
11 calendar days in which to cure such delinquency. If the delinquency is not cured
12 within such ten (10) day period, Defendants shall be obligated to pay the full Consent
13 Judgment amount of Fifteen Thousand Dollars (\$15,000.00), less any payments
14 previously made to Plaintiffs pursuant to paragraph 2 above. Such balance shall be
15 immediately due and payable, and execution therefor may issue forthwith and without
16 any further notice to Defendants.

17 4. Plaintiffs shall be granted all such writs and process as is necessary or
18 proper for the enforcement of this Consent Judgment.

19 5. Subject to the Court's continuing jurisdiction over the parties for
20 purposes of enforcement of this Consent Judgment, this action is dismissed.

21 **IT IS SO ORDERED.**

22 The Clerk shall enter this Judgment and close the file.

23 Dated May 22, 2010.

24 s/ Justin L. Quackenbush
25 JUSTIN L. QUACKENBUSH
26 SENIOR UNITED STATES DISTRICT JUDGE
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