

1 MORRISON & FOERSTER LLP
 2 JACQUELINE C. CHARLESWORTH (*pro hac vice*)
 JCharlesworth@mof.com
 3 CRAIG B. WHITNEY (CA SBN 217673)
 CWhitney@mof.com
 4 1290 Avenue of the Americas
 New York, New York 10104
 Telephone: 212.468.8000
 5 Facsimile: 212.468.7900

6 PAUL GOLDSTEIN (CA SBN 79613)
 PGoldstein@mof.com
 7 559 Nathan Abbott Way
 Stanford, California 94305-8610
 Telephone: 650.723.0313
 8 Facsimile: 650.327.0811

9 Attorneys for Plaintiffs

10 ONE LLP
 CHRISTOPHER W. ARLEDGE (CA SBN 200767)
 11 CARledge@onellp.com
 JOHN TEHRANIAN (CA SBN 211616)
 12 JTehranian@onellp.com
 4000 MacArthur Blvd.
 13 West Tower, Suite 1100
 Newport Beach, California 92660
 14 Telephone: 949.502.2870
 15 Facsimile: 949.258.5081

16 Attorneys for Defendants

17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**

19 DON HENLEY, MIKE CAMPBELL
 and DANNY KORTCHMAR,

Case No. SACV09-0481 JVS (RNBx)

20 Plaintiffs,

21 v.

**STIPULATION REGARDING
 ENTRY OF JUDGMENT**

22 CHARLES S. DEVORE and
 23 JUSTIN HART,

24 Defendants.

1 WHEREAS, on June 10, 2010, this Court issued an Order regarding the parties'
2 motions for summary judgment, which held, *inter alia*, that Defendants were liable
3 under the Copyright Act, 17 U.S.C. § 101 *et seq.*, for the infringement of Plaintiffs'
4 musical compositions;

5 WHEREAS, the parties subsequently agreed to a settlement in principle to resolve
6 Plaintiffs' remaining damages and other claims resulting from such infringements,
7 pursuant to which this Court issued an Order dismissing the action on July 12, 2010,
8 subject to the ability to reopen the action if the settlement were not consummated;

9 WHEREAS, a settlement agreement was finalized, but Plaintiffs did not receive
10 timely payment of the full settlement amount due under the agreement;

11 WHEREAS, on July 16, 2010 and October 12, 2010, this Court issued further
12 Orders, pursuant to which Plaintiffs have until January 10, 2010 to reopen this action
13 due to Defendants' failure to pay the full settlement amount due; and

14 WHEREAS, by supplemental agreement, the parties resolved the issue of
15 Defendants' failure to pay the full settlement amount by providing Defendants an
16 extension of time to pay, and further agreeing to the entry of a Stipulated Judgment,
17 pursuant to which Defendant Justin Hart is to pay additional compensation to Plaintiff
18 Don Henley for the burden and expense of enforcing the parties' settlement;

19 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the
20 parties, through their undersigned counsel of record, and subject to the Court's approval,
21 that:

22 1. A Stipulated Judgment shall be entered in the form filed concurrently
23 herewith, pursuant to which, as compensation for the burden and expense of enforcing
24 the parties' settlement of the action, Defendant Justin Hart shall be adjudged liable to
25 Plaintiff Don Henley for the sum of Thirty-Five Thousand Dollars and No Cents
26 (\$35,000.00).

1 2. Upon entry of the Stipulated Judgment in the form filed with the Court
2 concurrently herewith, the parties may no longer seek to reopen the case pursuant to the
3 Court's October 12, 2010 Order.

4 3. Each of the parties shall bear his own legal costs and attorneys' fees incurred
5 in the action.

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8 Dated: December , 2010

MORRISON & FOERSTER LLP
Jacqueline C. Charlesworth
Craig B. Whitney
Paul Goldstein

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12 By: /s/ Jacqueline C. Charlesworth
Jacqueline C. Charlesworth

13 Attorneys for Plaintiffs
14 DON HENLEY, MIKE CAMPBELL and
DANNY KORTCHMAR

15 Dated: December , 2010

ONE LLP
Christopher W. Arledge
Peter Afrasiabi
John Tehranian

16
17
18
19 By: /s/ Christopher W. Arledge
Christopher W. Arledge

20 Attorneys for Defendants
21 CHARLES S. DEVORE and JUSTIN
22 HART