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

19 DON HENLEY, MIKE CAMPBELL  
 and DANNY KORTCHMAR,

20 Plaintiffs,

21 v.

22 CHARLES S. DEVORE and  
 23 JUSTIN HART,

24 Defendants.

Case No. SACV09-0481 JVS (RNBx)

**[PROPOSED] STIPULATED  
JUDGMENT**

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

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

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

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

20 NOW, THEREFORE, having considered the concurrently filed stipulation of the  
21 parties, and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED  
22 AND DECREED THAT:

23 1. As compensation for the burden and expense of enforcing the parties'  
24 settlement of the action, Defendant Justin Hart is liable to Plaintiff Don Henley for the  
25 sum of Thirty-Five Thousand Dollars and No Cents (\$35,000.00).

26 2. Upon entry of this judgment, the parties may no longer seek to reopen the case  
27 pursuant to the Court's October 12, 2010 Order.  
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