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8 Attorneys for Plaintiffs

9  
 10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12 SOUTHERN DIVISION  
 13

14 HEAVY MELON MUSIC, EMI	)	Case No. SACV10-00096 JVS (ANx)
15 APRIL MUSIC INC., WB MUSIC	)	
16 CORP., BONNIE BEE GOOD	)	<b>CONSENT JUDGMENT</b>
17 MUSIC, FIONA APPLE MAGGART	)	<b>(17 U.S.C. §§101 ET SEQ.)</b>
18 D/B/A FHW MUSIC,	)	
19 UNIVERSAL-POLYGRAM	)	
20 INTERNATIONAL PUBLISHING,	)	
21 INC., BON JOVI PUBLISHING and	)	
22 RICHARD SAMBORA D/B/A	)	
23 AGGRESSIVE MUSIC,	)	
24 Plaintiffs,	)	
25 v.	)	
26 CAMBRIA UNLIMITED, INC. and	)	
27 SHERRY PERALES,	)	
28 Defendants.	)	

1           WHEREAS, plaintiffs Heavy Melon Music, EMI April Music Inc., WB Music  
2 Corp., Bonnie Bee Good Music, Fiona Apple Maggart d/b/a FHW Music, Universal-  
3 Polygram International Publishing, Inc., Bon Jovi Publishing and Richard Sambora  
4 d/b/a Aggressive Music (“Plaintiffs”) are owners of the copyrights in the musical  
5 compositions listed in Schedule A to Plaintiffs’ Complaint filed in this action and  
6 members of the American Society of Composers, Authors and Publishers  
7 (“ASCAP”); and

8           WHEREAS, defendants Cambria Unlimited, Inc. and Sherry Perales  
9 (“Defendants”), at the times of the infringing acts alleged in the Complaint, did own,  
10 control, manage, operate, and maintain a place of business for public entertainment,  
11 accommodation, amusement, and refreshment known as Hedz or Tails, located at 211  
12 E. Imperial Highway, in La Habra, in the State of California; and

13           WHEREAS, without authorization or consent, Defendants, on the dates  
14 specified on Schedule A to the Complaint, publicly performed Plaintiffs’ copyrighted  
15 musical compositions at Hedz or Tails, located at 211 E. Imperial Highway, in La  
16 Habra, in the State of California, for the entertainment and amusement of the patrons  
17 attending said premises in violation of Plaintiffs’ rights under 17 U.S.C. § 106(4), as  
18 a remedy for which Plaintiffs are entitled to judgment against Defendants for willful  
19 copyright infringement.

20           NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
21 DECREED that:

22           1.     (a)    Judgment is entered for Plaintiffs and against Defendants on the  
23 claims set forth in Plaintiffs’ Complaint in the amount of Eleven Thousand Dollars  
24 (\$11,000.00) (the “Consent Judgment Amount”). Notwithstanding the foregoing, the  
25 parties have agreed that this Judgment may be satisfied upon Defendants’ payment of  
26 the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) (the “Settlement  
27 Amount”) as provided in Paragraph 2 below.

1           (b) The amount provided for in this Consent Judgment shall be in full  
2 settlement of all claims against Defendants arising out of Plaintiffs' Complaint and all  
3 other copyright infringement claims of members of ASCAP against Defendants and  
4 their successors, shareholders, partners, officers, directors, predecessors, assigns,  
5 agents, and employees arising out of the operation of Hedz or Tails, located at 211 E.  
6 Imperial Highway, in La Habra, in the State of California, during all periods up to  
7 and including the date of entry of this Consent Judgment.

8           2. (a) Defendants shall pay the Settlement Amount as follows: Seven  
9 Hundred Twenty-Three Dollars and Twenty-Four Cents (\$723.24) shall be paid by  
10 April 12, 2010, and the remaining Seven Thousand Seven Hundred Seventy-Six  
11 Dollars and Seventy-Six Cents (\$7,776.76) shall be paid in twenty-two monthly  
12 installments in the amount of Three Hundred Fifty-Three Dollars and Forty-Eight  
13 Cents (\$353.48) to be made each month on the fifteenth (15th) of the month from  
14 June 2010 through March 2012.

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

20           3. Contemporaneously with the execution of this Consent Judgment,  
21 Defendants will execute an ASCAP General License Agreement for Hedz or Tails for  
22 the term commencing January 1, 2010. License fees pursuant to such license  
23 agreement for the calendar year 2010 shall be included in the amount to be paid by  
24 Defendants as provided in this Consent Judgment. License fees pursuant to such  
25 license agreement for periods beginning January 1, 2011, shall be paid by Defendants  
26 when due as billed by ASCAP, and Defendants shall otherwise abide by all of the  
27 terms and conditions of the license agreement.

