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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10

11 SONY/ATV HARMONY; et al.,) Case No. 1:09-CV-01113-OWW-DLB
12)
13 Plaintiffs,) **STIPULATION FOR SETTLEMENT AND**
14 vs.) **ENTRY OF JUDGMENT IN THE EVENT**
15) **OF DEFAULT**
16 RUBEN MENDOZA CHAVEZ,)
17 Defendant.)

18 IT IS HEREBY STIPULATED, by and between Plaintiffs Sony/ATV Harmony, Dubose
19 & Dorothy Heyward Memorial Fund Publishing, George Gershwin Music, Ira Gershwin Music,
20 Warner Bros., Inc.; Impulsive Music, Antisia Music, Inc., and Cherry Lane Music Publishing
21 (hereinafter “Plaintiffs”) and Ruben M. Chavez, Noe P. Sanchez, Noel P. Sanchez and Edgar P.
22 Sanchez (hereinafter “Defendants”) as follows:
23

24 1. Defendant Ruben Mendoza Chavez and Plaintiffs stipulate that the complaint on
25 file herein shall be amended to add Noe P. Sanchez, Noel P. Sanchez and Edgar P. Sanchez as
26 defendants pursuant to FRCP 15. Noe P. Sanchez, Noel P. Sanchez and Edgar P. Sanchez
27 stipulate to the jurisdiction of this court, to their addition as defendants in this action, to waiver
28

1 of service of the summons and complaint on them, and to the terms and conditions hereinafter set
2 forth.

3 2. Defendants shall pay to the American Society of Composers, Authors and
4 Publishers (ASCAP), on behalf of Plaintiffs, the sum of Eight Thousand Five Hundred Dollars
5 (\$8,500.00). Payment is to be made by twelve installment payments of Seven Hundred Eight
6 and 33/100 Dollars (\$708.33) each due on the first day of each month beginning September 1,
7 2009.
8

9 3. This Stipulation is in settlement of all claims and causes of action by members of
10 ASCAP against Defendants for willful infringements of copyrights by unauthorized non-
11 dramatic public performances of Plaintiffs' copyrighted musical works, whether known or
12 unknown, including, without limitation, the specific claims and causes of action as alleged in the
13 complaint on file herein, for all periods through the date this Stipulation is entered as an Order by
14 the court. Plaintiffs release all such claims and further waive the provisions of California Civil
15 Code section 1542 which provides:
16

17 A general release does not extend to claims which the creditor
18 does not know or suspect to exist in his or her favor at the time of
19 executing the release, which if known by him or her must have
20 materially affected his or her settlement with the debtor.

21 4. Contemporaneously with the execution of this Stipulation, ASCAP shall provide
22 to Defendants a current ASCAP General License Agreement for the Modesto, California
23 establishment known as Jacob's Fine Dining. Defendants shall accept and execute said license
24 agreement and comply with all terms and conditions of the license agreement. License fees due
25 under the license agreement for all periods through December 31, 2009 are included in the
26 settlement amount referred to in Paragraph 2 above; license fees for periods beginning January 1,
27 2010 shall be paid to ASCAP when due as provided for in the license agreement.
28

1 Dated: August 18, 2009.

/s/ Noe P. Sanchez
Noe P. Sanchez

4 Dated: August 18, 2009.

/s/ Noel P. Sanchez
Noel P. Sanchez

7 Dated: August 18, 2009.

/s/ Edgar P. Sanchez
Edgar P. Sanchez

9 **APPROVED AS TO FORM:**

10 Dated: August 21, 2009.

GOLDSBERRY, FREEMAN & GUZMAN, LLP

13 By: /s/ Forrest Plant, Jr.
FORREST PLANT, JR.
Attorneys for Plaintiffs

16 Dated: August 18, 2009.

LOSCH & EHRLICH

19 By: /s/ Joseph J. Ehrlich
JOSEPH J. EHRLICH
Attorneys for Defendants

21 **IT IS SO ORDERED.**

24 Dated: 8/25/2009

/s/ OLIVER W WANGER
UNITED STATES DISTRICT COURT JUDGE