1	Forrest Plant, Jr. – SBN 072266 Goldsberry, Freeman & Guzman, LLP 777 12th Street, Suite 250					
2						
3	Sacramento, CA 95814 (916) 448-0448; fax (916) 448-8628					
4	Attorneys for Plaintiffs					
5						
6						
7						
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	Plaintiffs,	STIPULATION FOR SETTLEMENT AND ENTRY OF JUDGMENT IN THE EVENT				
13	VS.	OF DEFAULT				
14	RUBEN MENDOZA CHAVEZ,))				
15	Defendant.))				
16	Defendant.))				
17 18	IT IS HERERY STIPLII ATED by and	between Plaintiffs Sony/ATV Harmony Dubose				
19	IT IS HEREBY STIPULATED, by and between Plaintiffs Sony/ATV Harmony, Dubose					
20	& Dorothy Heyward Memorial Fund Publishing, George Gershwin Music, Ira Gershwin Music,					
21	Warner Bros., Inc.; Impulsive Music, Antisia Music, Inc., and Cherry Lane Music Publishing					
22	(hereinafter "Plaintiffs") and Ruben M. Chavez, Noe P. Sanchez, Noel P. Sanchez and Edgar P.					
23	Sanchez (hereinafter "Defendants") as follows:					
24	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	-				
28		,				
		1				

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

- 2. Defendants shall pay to the American Society of Composers, Authors and Publishers (ASCAP), on behalf of Plaintiffs, the sum of Eight Thousand Five Hundred Dollars (\$8,500.00). Payment is to be made by twelve installment payments of Seven Hundred Eight and 33/100 Dollars (\$708.33) each due on the first day of each month beginning September 1, 2009.
- 3. This Stipulation is in settlement of all claims and causes of action by members of ASCAP against Defendants for willful infringements of copyrights by unauthorized non-dramatic public performances of Plaintiffs' copyrighted musical works, whether known or unknown, including, without limitation, the specific claims and causes of action as alleged in the complaint on file herein, for all periods through the date this Stipulation is entered as an Order by the court. Plaintiffs release all such claims and further waive the provisions of California Civil Code section 1542 which provides:

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

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

1	5.	5. Failure of Defendants to make the payments as set forth in Paragraph 2 above wil			
2	constitute a default of Defendants' obligations under this stipulation and will entitle Plaintiffs to				
3	judgment as hereinafter set forth.				
4	6. In the event of any default or other occurrence upon which judgment may be				
5	entered as set forth above, and upon seven days' written notice from ASCAP or the attorneys for				
6 7	Plaintiffs to Defendants' attorney, Plaintiffs may apply to the Court for entry of judgment, and				
8	judgment shall be entered against Defendants in the amount of Twelve Thousand Dollars				
9	(\$12,000.00) less the amount of any payment made by Defendants pursuant to paragraph 2				
10	above.	The same are the same of the property of the same are the		.)	
11	7.	This Stimulation and Order	may ba si	and in counterparts, and faccimile or	
12					
13	electronically transmitted signatures shall be as valid and binding as original signatures.				
14	8. This action shall be dismissed with prejudice, subject to the right of Plaintiffs to				
15	move the court for an order reopening the action and entering judgment as provided in Paragraph				
16	6 above.				
17	IT IS SO STIPULATED.				
18			Plainti	ffs:	
19			SONY/	ATV HARMONY, et al. by their attorney	
20				American Society of Composers, Authorablishers	
21					
22	Dated: Augu	ıst 21, 2009.	Ву:	/s/ Richard H. Reimer	
23				RICHARD H. REIMER Senior Vice-President, Legal Services	
24				American Society of Composers, Authors and Publishers	
25					
26 27			Defend	lants:	
28	Dated: Augu	ct 17, 2009		/s/ Ruben M. Chavez	
-3	Dated. Augu	ot 11, 2007.	3	Ruben M. Chavez	
	STIPULATION FOR SETTLEMENT				

1	Dated: August 18, 2009.	/s/ Noe P. Sanchez
2		Noe P. Sanchez
3		
4	Dated: August 18, 2009.	/s/ Noel P. Sanchez
5		Noel P. Sanchez
6		
7	Dated: August 18, 2009.	/s/ Edgar P. Sanchez
8		Edgar P. Sanchez
9	APPROVED AS TO FORM:	
10	Dated: August 21, 2009.	GOLDSBERRY, FREEMAN & GUZMAN, LLP
11	, , , , , , , , , , , , , , , , , , , ,	,
12		
13		By: /s/ Forrest Plant, Jr. FORREST PLANT, JR.
14		Attorneys for Plaintiffs
15		
16	Dated: August 18, 2009.	LOSCH & EHRLICH
17		
18		By: /s/ Joseph J. Ehrlich
19		JOSEPH J. EHRLICH Attorneys for Defendants
20		1 2000 201 2010 Idamino
21	IT IS SO ORDERED.	
22		
23	Dated: <u>8/25/2009</u>	/s/ OLIVER W WANGER
24	Dated. <u>6/23/2009</u>	UNITED STATES DISTRICT COURT JUDGE
25		
26		
27		
28		
		1