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Attorneys for Plaintiffs

8 **UNITED STATES DISTRICT COURT**
 9 **EASTERN DISTRICT OF CALIFORNIA**

11 EMI APRIL MUSIC INC., MUSIC SALES
 12 CORP., SEA GAYLE MUSIC, LLC, TVT
 13 MUSIC ENTERPRISES, LLC, BLACK
 14 OWNED MUSIK, HITCO MUSIC
 15 PUBLISHING, LLC, dba HITCO SOUTH,
 16 SCOTT STORCH MUSIC and BEYONCE
 17 PUBLISHING,

Plaintiffs,

v.

18 TOMIGIRL, INC., and JAMES M.
 19 IGNATIEFF, JR., and KATHLEEN M.
 20 CIMA,

Defendants.

Case No. 2:09-CV-01360

**STIPULATION FOR SETTLEMENT
 AND ENTRY OF JUDGMENT IN THE
 EVENT OF DEFAULT**

21
 22 IT IS HEREBY STIPULATED by and between Plaintiffs EMI April Music Inc., Music Sales
 23 Corp., Sea Gayle Music, LLC, TVT Music Enterprises, LLC, Black Owned Musik, Hitco Music
 24 Publishing, LLC, dba Hitco South, Scott Storch Music and Beyonce Publishing, (hereinafter
 25 “Plaintiffs”) and Tomigirl, Inc., James M. Ignatieff, Jr., and Kathleen M. Cima (hereinafter
 26 “Defendants”) as follows:
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 28

1 1. Defendants shall pay to the American Society of Composers, Authors and Publishers
2 (ASCAP), on behalf of Plaintiffs, the sum of Ten Thousand Two Hundred Dollars (\$10,200.00).
3 Payment is to be made by an initial payment of Three Thousand Dollars (\$3,000.00) concurrently with
4 execution of this Agreement and twelve installment payments of Six Hundred Dollars (\$600.00) each
5 due on the first day of each month beginning July 1, 2009, until the full amount is paid.
6

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

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

17 3. Contemporaneously with the execution of this Stipulation, ASCAP shall provide to
18 Defendants a current ASCAP General License Agreements for the Fairfield, California establishment
19 known as Pepper Belly's. Defendants shall accept and execute said license agreement and comply with
20 all terms and conditions of the license agreement. License fees due under the license agreement for all
21 periods through December 31, 2009, are included in the settlement amount referred to in Paragraph 1
22 above; license fees for periods beginning January 1, 2010 shall be paid when due as provided for in the
23 license agreement.
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25 4. Failure of Defendants to make the payments as set forth in Paragraph 1 above will
26 constitute a default of Defendants' obligations under this stipulation and will entitle Plaintiffs to
27 judgment as hereinafter set forth.
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Plaintiffs:

EMI APRIL MUSIC, INC., *et al.* by their attorney-in-fact,
American Society of Composers, Authors and Publishers

Dated: July 1, 2009

By: /s/ Richard H. Reimer
RICHARD H. REIMER
Senior Vice-President, Legal Services
American Society of Composers, Authors
and Publishers

APPROVED AS TO FORM:


Dated: July 2, 2009

GOLDSBERRY, FREEMAN & GUZMAN, LLP

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

IT IS SO ORDERED.

Dated: July 6, 2009.


LAWRENCE K. KARLTON
SENIOR JUDGE
UNITED STATES DISTRICT COURT