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7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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11 EMI APRIL MUSIC INC., LELLOW
PRODUCTIONS INC., BOOK OF DANIEL,
12 CONTROVERSY MUSIC, HERBILICIOUS
MUSIC, WB MUSIC CORP. AND BLACK
13 FOUNTAIN MUSIC,

14 Plaintiffs,

15 v.

16 MAXWELL’S, INC., MARK CHRISTOPHER
DOUGLAS AND DARRELL LEM EDWARDS,

17 Defendants.
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Case No. CV 08-05764 CW

REVISED JUDGMENT

1 The Complaint in this action was filed on December 29, 2008, by EMI April Music Inc.,
2 Lellow Productions Inc., Book of Daniel, Controversy Music, Herbilicious Music, WB Music
3 Corp. and Black Fountain Music (“Plaintiffs”), in the United States District Court for the
4 Northern District of California. Defendants Maxwell’s, Inc., Mark Christopher Douglas and
5 Darrell Lem Edwards (“Defendants”) answered the Complaint on February 23, 2009.

6 The Complaint alleges that, on the dates alleged on Schedule A to the Complaint,
7 Plaintiffs were the respective owners of valid copyrights in the four songs listed on Schedule A;
8 Defendants did at all times relevant to this action own, control, manage, operate or maintain a
9 place of business for amusement and refreshment known as Maxwell’s, located at 314 13th
10 Street, Oakland, California; and Plaintiffs’ songs were performed publicly at Defendants’ place
11 of business known as Maxwell’s knowingly, deliberately, and without permission of the
12 Plaintiffs or license from their performing rights licensing organization, the American Society of
13 Composers, Authors and Publishers (“ASCAP”).

14 Plaintiffs, by their attorney-in-fact, ASCAP, and Defendants, with the approval of their
15 respective counsel, agreed to a Stipulation of Settlement and Request for Dismissal with
16 Retention of Jurisdiction and Order Thereon (“Stipulation of Settlement”), which was filed on
17 June 30, 2009, and entered by this Court on July 14, 2009. Among other things, the Stipulation
18 of Settlement allowed Defendants to make installment payments through cashier’s, certified or
19 bank checks. The Court has been advised that the Defendants made the first payment of
20 \$4,000.00, but the second installment of \$1,000.00, which was to have been paid by August 15,
21 2009, was not paid timely as required by the parties’ Stipulation of Settlement, despite the fact
22 that proper notice of their default was given to Defendants as required by the Stipulation of
23 Settlement.

24 As stated in the Stipulation of Settlement, because Defendants have failed to make the
25 required payment on time as required by the Stipulation of Settlement, Plaintiffs are entitled to
26 entry of judgment, without further notice, specifying that the performances of Plaintiffs’
27 copyrighted songs were willful infringements of Plaintiffs’ copyrights and on the terms stated
28 below.

1 Based on the foregoing facts and the entire record in this case, and good cause appearing,
2 the Court enters judgment accordingly.

3 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

4 1. As contemplated by Paragraph 9 of the Stipulation of Settlement, the Court hereby
5 dismisses without prejudice Maxwell's Inc. as a Defendant.

6 2. The Court hereby enters its judgment in favor of Plaintiffs and against Defendants
7 Mark Christopher Douglas and Darrell Lem Edwards, jointly and severally, on the Complaint of
8 Plaintiffs on file herein in the principal sum of \$27,000.00 (the amount of the judgment as set
9 forth in Paragraph 6 of the Stipulation of Settlement less the \$5,000.00 in installment payments
10 referred to above), together with interest thereon at the statutory rate from the date of entry of
11 this Judgment. In the event that any Defendant files for bankruptcy, any balance due on this
12 Judgment shall be deemed a non-dischargeable debt.

13 3. Execution on this Judgment in the amount of \$27,000.00, plus accrued interest,
14 may now issue.

15 4. Defendants through the Stipulation of Settlement waived their right of appeal from
16 this Judgment.

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18 Dated: 9/3/09



HONORABLE CLAUDIA WILKEN
Judge of the United States District Court