

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

**GONE GATOR MUSIC, EMI APRIL MUSIC INC.,
OLD DESPERADOES LLC, UNIVERSAL MUSIC
CORPORATION, MAJOR BOB MUSIC,
MORGANACTIVE SONGS, INC., AND EMI FULL
KEEL MUSIC CO.,**

Civil Action No.

4:08-cv-00851-ERW

Plaintiffs,

vs.

**TEACHERS BILLIARDS, INC., AND RICHARD
SCHENCK,**

Defendants.

CONSENT JUDGMENT

The complaint in the above-captioned action having been filed on June 11, 2008, and the defendants Teachers Billiards, Inc., and Richard Schenck ("Defendants") having been properly served and having their counsel enter her appearance herein, the parties now hereby agree that the Court may find: (1) that Plaintiffs were, on the dates alleged on Schedule "A" to the complaint, the respective owners of valid copyrights in the songs listed on Schedule "A" to the complaint; (2) that Plaintiffs' songs were performed at Teachers, located in St. Peters, Missouri, (the "Establishment") on November 17-18, 2007, without permission of the Plaintiffs or license from their performing rights licensing organization the American Society of Composers, Authors and Publishers ("ASCAP"); (3) that such performances of Plaintiffs' copyrighted songs were willful infringements of Plaintiffs' copyrights; and (4) that there is a danger that such infringing conduct will continue, thereby causing irreparable injury to Plaintiffs for which damages cannot

be accurately computed, and necessitating the granting of injunctive relief against Defendants' continued infringing conduct; and the parties having further agreed, that the Court shall enter judgment on the foregoing findings. It is therefore,

ORDERED, ADJUDGED AND DECREED:

1. Defendants are enjoined and restrained permanently from publicly performing or causing the public performance of any of the Plaintiffs' copyrighted musical compositions and all other compositions in the ASCAP repertory at the Establishment, or at any other facility owned, operated or conducted by Defendants, and from aiding and abetting public performances of such compositions, unless Defendants shall have previously obtained permission for such performances either directly from the Plaintiffs, the copyright owners, or by license from ASCAP.

2. Defendants, jointly and severally, shall pay to Plaintiffs the sum of \$17,000 ("the Judgment Amount"); provided however, that this sum may be satisfied upon Defendants' payment to ASCAP of \$11,100 ("the Settlement Amount") in accordance with the schedule set forth below:

<u>Amount</u>	<u>Installment Due</u>
\$925	Upon the execution hereof
\$925	October 15, 2008
\$925	November 15, 2008
\$925	December 15, 2008
\$925	January 15, 2009
\$925	February 15, 2009
\$925	March 15, 2009
\$925	April 15, 2009
\$925	May 15, 2009
\$925	June 15, 2009
\$925	July 15, 2009
\$925	August 15, 2009

All payments to ASCAP pursuant to this Paragraph 2 shall be ~~made by certified or cashier's~~ 

^{RS}
~~check~~ and delivered to: **ASCAP, 2675 Paces Ferry Road SE, Suite 350, Atlanta, Georgia 30339, Attention: Douglas Jones**, on the due dates set forth above.

3. Contemporaneously with the execution of this Consent Judgment, ASCAP shall offer and Defendant Teachers Billiards, Inc., shall accept and execute an ASCAP License Agreement for the Establishment for a term commencing September 15, 2008 at the annual rate of \$1,538.60, the license fees due thereunder for the first year shall be deemed to be included in the Settlement Amount, and Defendants agree that they will comply with all of the terms and conditions of such License Agreement.

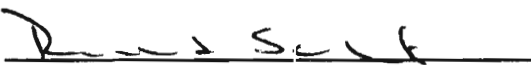
4. Upon timely receipt of the aforementioned Settlement Amount or the Judgment Amount, as the case may be, Plaintiffs shall file a Satisfaction of Judgment with this Court.

5. In the event that Defendants default in making any payments required by this Consent Judgment; or defaults in any other terms of this Consent Judgment; or defaults in any of the terms of the License Agreement; or in the event that any of the Defendants file for bankruptcy; Plaintiffs immediately may execute on this Consent Judgment for the Judgment Amount (\$17,000), plus statutory interest from the date of this Consent Judgment, less any payments made by Defendants on or after the date of this Consent Judgment and pursuant to Paragraph 2 of this Consent Judgment.

Dated this 15th day of October, 2008.

DEFENDANTS:

TEACHERS BILLIARDS, INC. 

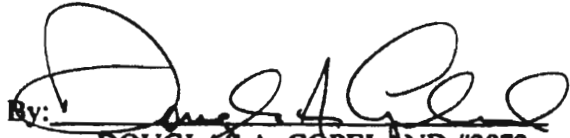

Richard Schenck

By:  provided
Richard Schenck, President



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BY THE COURT:



United States District Judge

Dated: October 16, 2008.