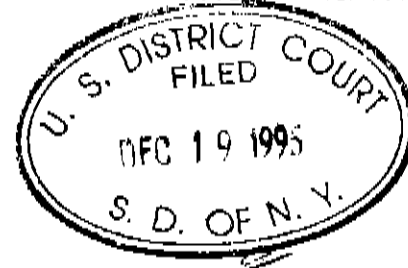


# EXHIBIT E

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FRANK MUSIC CORP., on behalf of itself  
and all others similarly situated,

Plaintiff,

-against-

CompuServe Incorporated,

Defendant.

Civil Action No.  
93 Civ. 8153 (JFK)

lined  
12/19/95

**ORDER APPROVING SETTLEMENT OF CLASS ACTION**

Upon the joint application of the attorneys for the parties to this action seeking an order of this Court scheduling a hearing pursuant to Rule 23 (e) of the Federal Rules of Civil Procedure for the purpose of determining the fairness, adequacy and reasonableness of that certain settlement agreement dated as of the 25th day of October, 1995 (the "Settlement Agreement") by and between the Plaintiff, the Defendant and The Harry Fox Agency, Inc. [the common licensing and collecting agent of all members of the putative class in the above-entitled action (the "Putative Class")]; AND,

The Settlement Agreement, a copy of which is attached to and made part of this Order as Exhibit "I", having been filed with the Court; AND,

Pursuant to the Order of this Court dated November 7, 1995, entered upon the joint application aforesaid, scheduling the requested hearing (the "Hearing") for December 19, 1995 at

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9:30 a.m. upon notice to the Putative Class in a form and in a manner therein set forth (the "Notice of Hearing"); AND,

Upon proof of service of the Notice of Hearing upon the Putative Class in the manner set forth in the aforesaid Order of this Court dated November 7, 1995, having been duly filed with this Court; AND,

The Notice of Hearing having advised the Putative Class (who are identified in Schedule "A" annexed to the Complaint, as amended, in this Action): (i) of the pendency of this Action and a description of the claims set forth therein on behalf of the Putative Class; (ii) of their right to opt out of the Class in this Action and be excluded from the operation of the Settlement Agreement by so requesting, in writing, to Plaintiff's Counsel on or before December 12, 1995; (iii) that the Settlement Agreement will be binding upon them unless they so opted-out and were excluded therefrom; (iv) of their right to appear at the Hearing and show cause, if any, why the Settlement Agreement should not be approved as fair, adequate and reasonable, and why judgment approving same should not be entered herein; AND,

Said Notice of Hearing having further: (i) specified that the Hearing would be held before this Court on December 19, 1995 at 9:30 a.m., and (ii) set forth and summarized the principal terms and conditions of the Settlement Agreement; AND,

Upon the representation by Plaintiff's counsel that no member of the Putative Class has elected in writing to opt out of the Class in this Action and be excluded from the operation of the Settlement Agreement as set forth in the Notice of Hearing;

NOW, THEREFORE, upon consideration of the joint application aforesaid and the submissions in support thereof, and after due consideration of the Settlement Agreement by this Court, and the Hearing with respect to same having been held by this Court on December 19, 1995, and Plaintiff and Defendant having duly appeared by their respective attorneys and there having been no other appearances herein or objections to the Settlement Agreement; and upon consideration of the entire record in this Action and this Court being of the opinion that the Settlement Agreement is fair, adequate and reasonable in the premises; IT IS HEREBY

ORDERED that, in furtherance of the settlement of this Action, the Putative Class herein comprised of those certain music publisher-principals of The Harry Fox Agency, Inc. identified in Schedule "A" annexed to both the Complaint, as amended, and the Settlement Agreement in this Action, none of whom having elected to opt-out of this Action after due Notice and Hearing, be and they hereby are certified as a Class herein and for the purposes hereof; AND IT IS FURTHER

ORDERED that the parties to this Action be and they hereby are authorized and empowered to settle and compromise this action in accordance with the terms and conditions set forth in the annexed Settlement Agreement; AND IT IS FURTHER

ORDERED that the Settlement Agreement be and it hereby is approved as binding and conclusive upon the parties thereto and the members of the Class; AND IT IS FURTHER

ORDERED that the parties shall, upon the due performance of the respective conditions precedent set forth in the Settlement Agreement, execute and file with the Court for the entry of

an order thereon, a Stipulation and Order of Dismissal in the form annexed to and made part of the Settlement Agreement as Exhibit "2" thereto.

Dated: December 19, 1995

  
JOHN F. KEENAN, U.S.D.J.