

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ESTATE OF JAMES OSCAR SMITH and
HEBREW HUSTLE INC.,

Plaintiffs,

v.

CASH MONEY RECORDS, INC., *et al.*,

Defendants.

Case No. 14 CV 2703 (WHP) (RLE)

CONSENT ORDER

AUBREY DRAKE GRAHAM,

Counterclaim Plaintiff,

v.

HEBREW HUSTLE INC.,

Counterclaim Defendant,

and

STEPHEN HACKER,

Additional Counterclaim Defendant.

WHEREAS, on or about April 16, 2014, Hebrew Hustle and the Estate of James Oscar Smith (the "Estate") filed the action currently pending in the United States District Court for the Southern District of New York against Graham and other defendants entitled *Estate of James Oscar Smith and Hebrew Hustle Inc. v. Cash Money Records, Inc., et al.*, Case No. 14 CV 2703 (the "Action") by the filing of a Complaint;

WHEREAS, in their Complaint, Hebrew Hustle and the Estate asserted copyright claims, in which they alleged that the alleged composition "Jimmy Smith Rap" was purportedly

infringed by the composition and sound recording entitled “Pound Cake/Paris Morton Music 2” which was embodied on an album by Graham entitled *Nothing Was the Same* (hereafter, the “Copyright Claims”);

WHEREAS on or about May 30, 2017, this Court issued an Order dismissing the Copyright Claims as against all defendants to the Action with prejudice as a matter of summary judgment;

WHEREAS on or about July 28, 2014, Graham filed Counterclaims in the Action against the Hacker Parties for: (1) False Endorsement Under Section 43(a) of the Lanham Act; (2) Violation of California Civil Code Section 3344; (3) Violation of California Common Law Right of Publicity; and (4) Unfair Competition Under California Business and Professions Code Section 17200 (collectively, the “False Endorsement and Right of Publicity Claims”).

WHEREAS the Hacker Parties have agreed to compensate Graham on confidential financial settlement terms for the False Endorsement and Right of Publicity Claims and also to the entry of this Consent Order.

IT IS THEREFORE ORDERED AS FOLLOWS:

1. Defendants are enjoined and restrained permanently from engaging in any use, whether on the www.hebrew-hustle.com website or otherwise, of: (a) Graham’s name; and/or (b) Graham’s image and/or (c) Graham’s likeness.

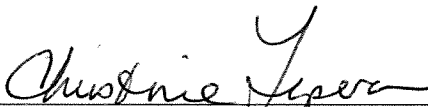
2. Graham’s False Endorsement and Right of Publicity Claims are hereby dismissed with prejudice and with each party bearing its own attorneys’ fees and costs incurred with respect to the False Endorsement and Right of Publicity Claims.

3. This Consent Order does not affect the right of Hebrew Hustle and the Estate to appeal the dismissal of their Copyright Claims and Graham's rights to oppose any such appeal on the merits.

4. In any post appeal proceedings on the Copyright Claims, the parties' respective rights are fully reserved.

5. This Consent Order may be executed in separate counterparts, each of which shall be deemed an original instrument as to the party whose attorney has signed it. The signature hereto of each party's counsel will signify acceptance of, and agreement to, the terms and provisions contained therein. Facsimile copies of a signature hereto shall have the same force and effect as an original.

Dated this 1 day of December, 2018

By: 
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Attorneys for Graham

3. This Consent Order does not affect the right of Hebrew Hustle and the Estate to appeal the dismissal of their Copyright Claims and Graham's rights to oppose any such appeal on the merits.

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Dated this ___ day of December, 2018

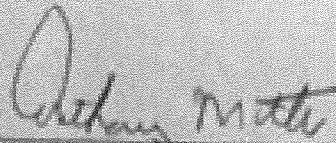
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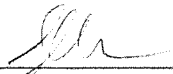
AGREED TO AND ACCEPTED:

HEBREW HUSTLE INC.

By: 

Stephen Hacker

STEPHEN HACKER



SO ORDERED:

U.S.D.J.