

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ENTERTAINMENT SOFTWARE ASSOCIATION,)	
)	
)	
Plaintiff,)	No. 09 CV 4387
)	Hon. Rebecca R. Pallmeyer
vs.)	
)	
CHICAGO TRANSIT AUTHORITY,)	
)	
Defendant.)	

**AGREED MOTION FOR ENTRY OF
CONSENT JUDGMENT AND PERMANENT INJUNCTION**

Defendant Chicago Transit Authority (“CTA”) and Plaintiff Entertainment Software Association (“ESA”), have agreed to finally resolve the above-captioned litigation (the “Litigation”) and any potential claim by ESA pursuant to 42 U.S.C. § 1988 and 28 U.S.C. § 1920 for attorneys’ fees and costs incurred to date in connection with the Litigation. Pursuant to that agreement, Defendant CTA and Plaintiff ESA have agreed to entry of a Consent Judgment and Permanent Injunction on the terms provided in the attached Exhibit A. Defendant CTA and Plaintiff ESA jointly request that the Court enter the Consent Judgment and Permanent Injunction in the form provided.

Respectfully submitted,

DATED: May 17, 2010

JENNER & BLOCK LLP

By: s/David P. Sanders
David P. Sanders
JENNER & BLOCK LLP
353 N. Clark Street
Chicago, IL 60654-3456
Tel. (312) 222-9350
Fax (312) 527-0484

Paul M. Smith
Katherine A. Fallow
JENNER & BLOCK LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001
Tel. (202) 639-6000
Fax (202) 639-6066

Attorneys for Plaintiff ENTERTAINMENT
SOFTWARE ASSOCIATION

DATED: May 17, 2010

CHICAGO TRANSIT AUTHORITY

By: s/Richard M. Carbonara
Richard M. Carbonara
CHICO & NUNES P.C.
333 West Wacker Drive
Suite 1800
Chicago, IL 60606
Tel. (312) 463-1000
Fax (312) 463-1001

Attorneys for Defendant CHICAGO TRANSIT
AUTHORITY

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ENTERTAINMENT SOFTWARE ASSOCIATION,)	
)	
Plaintiff,)	No. 09 CV 4387
)	Hon. Rebecca R. Pallmeyer
vs.)	
)	
CHICAGO TRANSIT AUTHORITY,)	
)	
Defendant.)	

**CONSENT JUDGMENT
AND PERMANENT INJUNCTION**

WHEREAS, the Court granted Plaintiff’s motion for a preliminary injunction against Chicago Transit Authority Ordinance No. 008-147 (“the Ordinance”) on January 7, 2010 and enjoined enforcement of the Ordinance; and

WHEREAS, Defendant Chicago Transit Authority (“CTA”) and Plaintiff Entertainment Software Association (“ESA”) (collectively, the “Parties”), have agreed to finally resolve the above-captioned litigation (the “Litigation”), and any potential claim by ESA pursuant to 42 U.S.C. § 1988 and 28 U.S.C. § 1920 for attorneys’ fees and costs incurred to date in connection with the Litigation, and

WHEREAS, Defendant CTA and Plaintiff ESA have agreed to entry of a Consent Judgment and Permanent Injunction on the following terms, and the Defendant CTA has agreed not to appeal any part of this stipulated Consent Judgment and Permanent Injunction;

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT :

1. Judgment is hereby entered against the Defendant CTA and in favor of Plaintiff

ESA in the above-captioned case.

2. Defendant CTA, and its respective officers, agents, servants, employees, and attorneys, and all those acting in concert with it, are permanently enjoined and restrained from enforcing or directing the enforcement of Ordinance No. 008-147 (“the Ordinance”) in any respect.

3. The CTA shall give prompt notice of this Consent Judgment and Permanent Injunction to each its officers, and any agents, servants, employees, and attorneys through which it conducts business related to advertising in or on CTA facilities, and all those acting in concert or participation with each or any of them. The CTA has waived notice and service of entry of the Consent Judgment and Permanent Injunction, and has agreed that violation of the Consent Judgment and Permanent Injunction will expose the CTA to all penalties provided by law. The CTA has also agreed not to appeal or otherwise attack the validity or enforceability of the Consent Judgment and Permanent Injunction.

4. Any claims for attorneys’ fees and costs related to this Litigation and incurred through the date of entry of this Consent Judgment and Permanent Injunction have been resolved between the parties and are hereby disposed of by this Order. Nothing herein shall be construed to prohibit ESA from seeking its attorneys’ fees and costs in connection with any actions taken to enforce this Consent Judgment and Permanent Injunction in the future.

5. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this Consent Judgment and Permanent Injunction. Plaintiff ESA is authorized to seek to enforce the terms of this Consent Judgment and Permanent Injunction, and shall be entitled to its reasonable attorneys’ fees and costs incurred for any action to enforce the terms of this Consent Judgment and Permanent Injunction based on the CTA’s failure to comply, in any

way, with its obligations set forth herein.

IT IS SO ORDERED.

DATED: _____

Honorable Rebecca R. Pallmeyer
United States District Court Judge

The foregoing Consent Judgment and Permanent Injunction has been agreed and consented to by the parties:

ENTERTAINMENT SOFTWARE ASSOCIATION

By: s/David P. Sanders

DATED: May 17, 2010

David P. Sanders
JENNER & BLOCK LLP
353 N. Clark Street
Chicago, IL 60654-3456
Tel. (312) 222-9350
Fax (312) 527-0484

Paul M. Smith
Katherine A. Fallow
JENNER & BLOCK LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001
Tel. (202) 639-6000
Fax (202) 639-6066

CHICAGO TRANSIT AUTHORITY

By: s/Richard M. Carbonara

DATED: May 17, 2010

Richard M. Carbonara
CHICO & NUNES P.C.
333 West Wacker Drive
Suite 1800
Chicago, IL 60606
Tel. (312) 463-1000
Fax (312) 463-1001