

FILED

IN CLERK'S OFFICE
U. S. DISTRICT COURT E.D. N.Y.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

★ JUN 3 1997 ★

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TIME WARNER CABLE OF NEW YORK CITY,
a division of Time Warner
Entertainment Company, L.P.,

P.M. _____
TIME A.M. _____

96 Civ. 6048 (SJ)

Plaintiff,

- against -

**PARTIAL CONSENT JUDGMENT
AND ORDER FOR DEFENDANT
MICHAEL NEAMONTAKIS**

VINCENT DELUCA, et al.,

Defendants.
-----X

WHEREAS, plaintiff, Time Warner Cable of New York City, a division of Time Warner Entertainment Company, L.P. ("TWCNYC" or "plaintiff"), having instituted this action against defendant Michael Neamontakis ("defendant") under, inter alia, the Communications Act of 1934, as amended, 47 U.S.C. §§ 553(a)(1) and 605(a), for the unauthorized interception of plaintiff's cable programming as a result of defendant's alleged use of an unauthorized cable descrambler device purchased from U.S. Cable on November 22, 1991; and

WHEREAS, defendant Michael Neamontakis, without making any admissions to the allegations of the Complaint and specifically denying those allegations, does hereby consent to the entry of this Partial Consent Judgment and Order, and there being no reason why the plaintiff's claims against only defendant Michael Neamontakis should not be resolved under this Partial Consent Judgment and Order; it is hereby:

ORDERED, ADJUDGED AND DECREED that plaintiff shall recover from defendant Michael Neamontakis the sum of \$1,500.00, of which, plaintiff's receipt of \$500.00 is hereby acknowledged.

24.

A second payment of \$500.00 is payable on or before May 30, 1997, and a third payment of \$500.00 is payable on or before June 27, 1997. Each payment shall be in the form of either a bank, certified or cashier's check, or money order, payable to "Time Warner Cable of New York City"; and it is further

ORDERED, ADJUDGED AND DECREED that in the event that defendant shall fail to timely deliver payment to plaintiff's attorneys, plaintiff may notify defendant by regular mail that defendant is in default of the terms of this Partial Consent Judgment and Order. Upon receipt of said notice, defendant shall have ten (10) business days to tender any amount which was due at the time that defendant was notified of the default. Upon failure of plaintiff's attorneys to receive said amount within ten (10) business days, all amounts due and outstanding under the this Partial Consent and Judgment Order shall accelerate and become due immediately. Failure of defendant to tender the full and accelerated amount within seven (7) days after said acceleration shall enable plaintiff to file for a default judgment against defendant in the amount of \$3,000.00, less any and all amounts previously paid by the defendant. Plaintiff's motion for default shall be by affidavit of plaintiff's counsel with notice to defendant; and it is further and it is further

ORDERED, ADJUDGED AND DECREED that defendant Michael Neamontakis and any of his servants, agents and persons acting on his behalf or in concert with him are hereby permanently enjoined and restrained from receiving plaintiff's cable television

programming without plaintiff's authorization or from engaging in the unauthorized reception and interception, whether by air or cable, of plaintiff's programming signal or service, or in aiding and abetting any such unauthorized interception or reception, and are hereby permanently enjoined and restrained from manufacturing, selling, purchasing, obtaining, using, or possessing any device or equipment which is capable of unscrambling, decoding, receiving, providing, descrambling, intercepting, or making available all or part of plaintiff's programming services (whether transmitted by air or cable) without plaintiff's authorization; and it is further

ORDERED, ADJUDGED AND DECREED that jurisdiction is hereby retained by this Court for the purpose of enabling any of the parties to apply to this Court for enforcement of compliance with the foregoing injunction and for punishment of any violations thereof; and it is further

ORDERED, ADJUDGED AND DECREED that any and all claims between plaintiff Time Warner Cable of New York City and defendant Michael Neamontakis arising under this action are hereby mutually released and discontinued with prejudice and with each party bearing its own respective costs and subject to the continuing jurisdiction of this Court. This Order shall not affect plaintiff's claims against any defendant other than Michael Neamontakis, and this Order may be filed without further

notice by the Clerk of the Court.

Dated: _____, 1997

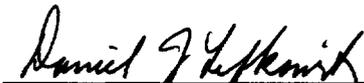
MICHAEL NEAMONTAKIS
Defendant Pro Se



MICHAEL NEAMONTAKIS
460 83rd Street, #1
Brooklyn, New York 11209
(718) 836-6657

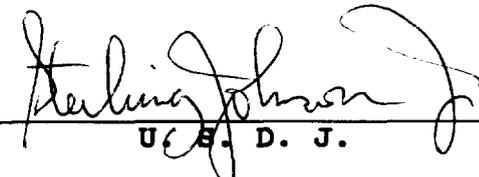
Dated: May 22, 1997

DANIEL J. LEFKOWITZ, ESQ., P.C.
Attorneys for the Plaintiff

By: 

DANIEL J. LEFKOWITZ (DL 1331)
350 Jericho Turnpike, Ste. 100
Jericho, New York 11753
(516) 942-4700

SO ORDERED:



U. S. D. J.

Dated: Brooklyn, New York
May 29, 1997

neamonta.cjo