

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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

Plaintiff,

- against -

VAN WYCK LAUNDROMAT, INC. d/b/a  
VAN WYCK LAUNDROMAT,

Defendant.  
-----X

97 Civ. 2642 (FB)

CONSENT

JUDGMENT AND ORDER

**FILED**

IN CLERKS OFFICE  
U.S. DISTRICT COURT E.D. N.Y.

★ III (3100) ★

P.M. \_\_\_\_\_

TIME A.M. \_\_\_\_\_

**WHEREAS**, plaintiff Time Warner Cable of New York City, a division of Time Warner Entertainment Company, L.P. (hereinafter referred to as "plaintiff"), having commenced this action alleging, inter alia, that defendant Van Wyck Laundromat, Inc. d/b/a Van Wyck Laundromat (hereinafter referred to as "Van Wyck Laundromat" or the "defendant"), has engaged in the reception of plaintiff's private telecommunication signals without authorization in violation of the Communications Act of 1934, as amended, 47 U.S.C. §§ 605(a) and 553(a)(1); and

**WHEREAS**, defendant Van Wyck Laundromat, without making any admissions to plaintiff's allegations and specifically denying each and every allegation, does hereby consent to the entry of this Consent Judgment and Order, and there being no reason why the settlement of this action between plaintiff and defendant Van Wyck Laundromat should not be entered; it is hereby,

(3)

**ORDERED, ADJUDGED AND DECREED** that plaintiff shall recover from defendant the sum of \$1,500.00, the plaintiff's receipt of which is hereby acknowledged, and it is further,

**ORDERED, ADJUDGED AND DECREED** that defendant Van Wyck Laundromat, any of its principals, servants, employees, agents, and/or persons acting on its behalf are hereby permanently enjoined and restrained from engaging in the unauthorized reception of the plaintiff's cable television programming, or in assisting any such unauthorized reception, and are hereby permanently enjoined and restrained from connecting to, splicing into, tampering with or in any way using the cable wiring of plaintiff without plaintiff's authorization, and are hereby permanently enjoined and restrained from manufacturing, selling, transferring, distributing, purchasing, obtaining, using, or possessing any device or equipment designed for unscrambling, intercepting, receiving transmitting, providing, or decoding or making available all or part of plaintiff's programming services (whether transmitted by air or by cable) without plaintiff's express authorization; and, it is further,

**ORDERED, ADJUDGED AND DECREED** that jurisdiction is retained by this Court for the purpose of enabling any of the parties to apply to this Court at any time 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, counterclaims and causes of action had by and between plaintiff and

defendant Van Wyck Laundromat arising from and under this action are hereby mutually released with prejudice in consideration of the mutual covenants herein contained and are discontinued with prejudice with the parties bearing their respective costs and subject to the continuing jurisdiction of this Court.

This Order may be filed without further notice with the Clerk of the Court.

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

Dated: May 30, 1997 By: *Daniel J. Lefkowitz*  
DANIEL J. LEFKOWITZ (DL 1331)  
350 Jericho Turnpike, Ste. 100  
Jericho, New York 11753  
(516) 942-4700

VAN WYCK LAUNDROMAT, INC. d/b/a  
VAN WYCK LAUNDROMAT  
Defendant

Dated: 5/20, 1997 By: *[Signature]*  
*Attorney for Defendant*  
94-34 Van Wyck Expressway  
Jamaica, New York

SO ORDERED: June 24, 1997

*[Signature]*  
U. S. D. J.  
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