

HECLENIS-5

AUG 16 2007

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PEARSON EDUCATION, INC., :
JOHN WILEY & SONS, INC., :
THOMSON LEARNING INC., AND :
THE MCGRAW-HILL COMPANIES, INC., :

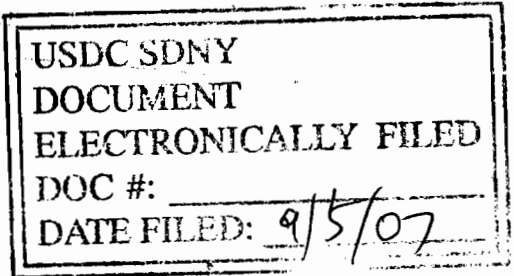
Plaintiffs,

-against-

JIAN JUN ZHU AND QING CAO :
BOTH D/B/A TEDDYRACCOON :
AND JOHN DOE NOS. 1-5, :

Defendants.

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07 Civ. 965 (AKH) (AKH)

FINAL JUDGMENT AND PERMANENT INJUNCTION
BY CONSENT

IT IS HEREBY STIPULATED and agreed by and between
the parties through their undersigned attorneys,
conditional upon the approval of the Court, that it is

ORDERED, ADJUDGED AND DECREED that defendants
Jian Jun Zhu ("Zhu") and Qing Cao ("Cao"), both doing
business as TeddyRaccoon, and their agents, servants, and
employees, and all those acting in concert with them are
hereby PERMANENTLY ENJOINED from (i) infringing the
registered copyrights and trademarks of plaintiff Pearson
Education, Inc. ("Pearson"), identified on Schedules A and
E hereto, the registered copyrights and trademarks of

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plaintiff John Wiley & Sons, Inc. ("Wiley"), identified on schedules B and F hereto, the registered copyrights and trademarks of plaintiff Thomson Learning Inc. ("Thomson"), identified on schedules C and G hereto, the registered copyrights and trademarks of plaintiff McGraw-Hill Companies, Inc. ("McGraw-Hill"), identified on schedules D and H hereto, in violation of 17 U.S.C. § 501 or 15 U.S.C. § 1114(a); and from falsely designating the origin of their products or services in violation of the rights of Pearson, Wiley, Thomson and McGraw-Hill under 15 U.S.C. § 1125(a), and (ii) infringing any copyright or trademark of Pearson, Wiley, Thomson or McGraw-Hill through the sale in the United States of any book marked to prohibit its resale in the United States; and it is further

ORDERED, ADJUDGED and DECREED that judgment shall be entered jointly and severally in favor of Pearson, Wiley, Thomson, and McGraw-Hill against Zhu and Cao, jointly and severally, for damages in the amount of \$22,000 payable, \$10,000 forthwith and \$250 per month, on the first of the month, beginning September 1, 2007 for 48 months; and it is further

ORDERED, ADJUDGED and DECREED that the payments of Zhu and Cao pursuant to the final judgment and permanent injunction, to which they have consented, are in

satisfaction of valid claims of Pearson, Wiley, Thomson and McGraw-Hill against them for copyright and trademark infringement that constitute "injury" by Zhu and Cao to Pearson, Wiley, Thomson and McGraw-Hill that falls within 11 U.S.C. § 523(a)(6), such that the obligation of Zhu and Cao to make the above payments totaling \$22,000 shall not be dischargeable as a result of any petition or application that either of them may file under the laws of the United States relating to bankruptcy; and it is further

ORDERED, ADJUDGED AND DECREED that Zhu and Cao shall have the right at any time to prepay the balance remaining, in whole or in part, but that a partial prepayment shall be allocated to the last amounts due and shall not delay the monthly payments owed to Pearson, Wiley, Thomson and McGraw-Hill; and it is further

ORDERED, ADJUDGED AND DECREED that, unless Pearson, Wiley, Thomson and McGraw-Hill notify Zhu and Cao to make payment to another person, Zhu and Cao shall pay the above amounts by check payable to Dunnegan LLC Attorney Trust Account, and sent to Dunnegan LLC, 350 Fifth Avenue, New York, New York 10118, or to such other address that William Dunnegan may provide to Zhu and Cao; and it is further

ORDERED, ADJUDGED AND DECREED that if Zhu and Cao do not make a payment in accordance with the final judgment and permanent injunction, to which Zhu and Cao have consented to the entry, or within 5 business days of written notice to them at the address provided below by overnight delivery or certified mail return receipt requested, or at such other address he may provide them, (i) all amounts due under this final judgment shall become immediately due and payable, (ii) Pearson, Wiley, Thomson and McGraw-Hill will be entitled, in addition to all other remedies available in law or in equity, to reopen this case to seek the additional damages that they can prove they would be entitled to, including any additional attorneys' fees; (iii) liquidated damages of \$2,500; and (iv) Pearson, Wiley, Thomson and McGraw-Hill shall be entitled as a matter of right to their reasonable attorney's fees in connection with the enforcement of this final judgment and permanent injunction; and it is further

ORDERED, ADJUDGED and DECREED that if Zhu and Cao change their current residence address, within 10 days of that change, Zhu and Cao shall provide written notice of that change in address by U.S. Mail, return receipt requested, to William Dunnegan at the address set forth

below, or any further address he designates; and it is further

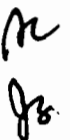
ORDERED, ADJUDGED and DECREED that except as set forth herein, Pearson, Wiley, Thomson and McGraw-Hill release their claims against Zhu and Cao and Zhu and Cao releases their claims, if any, against Pearson, Wiley Thomson & McGraw-Hill; and it is further

ORDERED, ADJUDGED and DECREED that claims of Pearson, Wiley, Thomson and McGraw-Hill against Zhu and Cao in this action be, and hereby are, dismissed with prejudice, except that the Court shall retain jurisdiction to enforce this final judgment and permanent injunction.

Dated: New York, New York
~~August~~ , 2007


U.S.B.J.

**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON _____**



Consent to Entry

The parties, through their undersigned counsel hereby consent to the entry of the foregoing final judgment and permanent injunction.

Dated: New York, New York
August 15, 2007

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By William Dunnegan

William Dunnegan (WD 9316)

Megan L. Martin (MM 4396)

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