

Koeltl, T

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- :

MUSHFIQ SALEHEEN D/B/A BOOKS777 :
D/B/A BOOKDEALS777 D/B/A :
BOOKS11111 D/B/A SHUVO123456 :
D/B/A BOOKS22222 and JOHN DOE :
NOS. 1-5, :

Defendants. :

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DATE FILED: <i>11/29/07</i>

07 Civ. 4547 (JGK)

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 defendant Mushfiq Saleheen d/b/a books777 d/b/a bookdeals777 d/b/a books11111 d/b/a shuvo123456 d/b/a books22222 ("Saleheen") and his agents, servants, and employees, and all those acting in concert with him, if any, 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 plaintiff John Wiley & Sons, Inc. ("Wiley"), identified on schedules B and F hereto, the registered copyrights and trademarks of plaintiff Cengage Learning Inc, formerly Thomson Learning Inc., ("Thomson"), identified on schedules C and G hereto, and 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 of any instructors' solution manual; and it is further

ORDERED, ADJUDGED and DECREED that Saleheen shall pay Pearson, Wiley, Thomson, and McGraw-Hill damages in the amount of \$21,510.00 payable, \$5,000 forthwith and \$16,510 in payments of \$200.00 a month for 12 months on the first of the month beginning January 1, 2008, and then the balance paid at \$500.00 until paid in full; and it is further

ORDERED, ADJUDGED and DECREED that the payments of Saleheen, pursuant to the final judgment and permanent injunction, to which he has consented, are in satisfaction of valid claims of Pearson, Wiley, Thomson and McGraw-Hill against

Saleheen for copyright and trademark infringement that constitute "injury" by him to Pearson, Wiley, Thomson and McGraw-Hill that falls within 11 U.S.C. § 523(a)(6), such that the obligation of Saleheen to make the above payments totaling \$21,510.00 shall not be dischargeable as a result of any petition or application that he may file under the laws of the United States relating to bankruptcy; and it is further

ORDERED, ADJUDGED AND DECREED that Saleheen 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 Saleheen to make payment to another person, Saleheen 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 Saleheen; and it is further

ORDERED, ADJUDGED AND DECREED that if Saleheen does not make a payment in accordance with the final judgment and permanent injunction, to which he has consented to the entry, or within 5 business days of written notice to Saleheen 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 additional damages that they can prove they would be entitled to, including any additional attorneys' fees; (iii) liquidated damages of \$10,000; 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

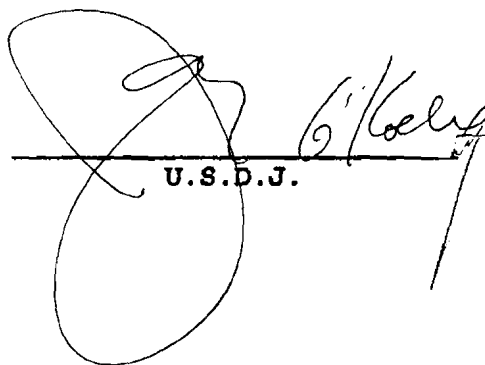
ORDERED, ADJUDGED and DECREED that if Saleheen changes his current residence address prior to the final payment having been made by him pursuant to this agreement, within 10 days of that change, he shall provide written notice of that change in address by U.S. Mail, return receipt requested, to William 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 any and all of their claims against Saleheen, and Saleheen

releases any and all of his claims, if any, against Pearson,
Wiley, Thomson and McGraw-Hill; and it is further

ORDERED, ADJUDGED and DECREED that claims of Pearson,
Wiley, Thomson and McGraw-Hill against Saleheen 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
November 28, 2007


U.S.D.J.

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
November 6, 2007

DUNNEGAN LLC

By William Dunnegan 11/27/07
William Dunnegan (WD 9316)
Megan L. Martin (MM 4396)
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Mushfiq Saleheen
Mushfiq Saleheen
324794 Georgia Tech Station
Atlanta, Georgia 30332

Schedule A

"Pearson Copyrights"

<u>Title</u>	<u>(Date of Registration)</u>	<u>(Registration #)</u>
1. A First Course in Probability, 7 th edition	(January 17, 2006)	(TX-6-304-470)
2. Adaptive Filter Theory, 4 th edition,	(October 3, 2001)	(TX-5-446-396)
3. Applied Numerical Analysis, 6 th edition,	(January 26, 1999)	(TX-4-930-805)
4. Communication Systems Engineering, 2 nd edition,	(September 26, 2001)	(TX5-441-572)
5. Computer Networks, 4 th edition,	(September 5, 2002)	(TX-5-619-281)
6. Computer System Architecture, 3 rd edition,	(April 30, 1982)	(TX-916-935)
7. Digital Image Processing, 2 nd edition,	(November 27, 2001)	(TX5-460-560)
8. Digital Signal Processing: Principles, Algorithms and Applications, 4 th edition,	(May 23, 2006)	(TX-6-347-802)
9. Discrete-Time Signal Processing, 2 nd edition,	(April 25, 2005)	(TX6-116-972)
10. Econometric Analysis, 5 th edition,	(September 27, 2002)	(TX-5-618-734)
11. Electric Circuits, 7th edition,	(November 30, 2006)	(TX-6-480-516)
12. Engineering Mechanics Dynamics, 10 th edition,	(October 15, 2003)	(TX5-822-859)
13. Engineering Mechanics Statics, 10 th edition,	(September 11, 2003)	(TX5-819-119)
14. Engineering Mechanics Statics and Dynamics, 11 th edition	(October 6, 2006)	(TX-6-440-912)
15. Feedback Control of Dynamic Systems, 4 th edition,	(January 15, 2002)	(TX5-475-773)
16. Field and Wave Electromagnetics, 2 nd edition,	(February 10, 1989)	(TX-2-510-851)
17. Fundamentals of Applied Electromagnetics, 1 st edition,	(December 22, 2003)	(TX5-854-471)
18. Introduction to Electrodynamics, 3 rd edition,	(March 25, 1999)	(TX-4-950-391)
19. Introduction to Quantum Mechanics, 2 nd edition,	(May 4, 2004)	(TX5-959-250)
20. Linear Algebra and Its Applications, 3 rd edition,	(July 22, 2004)	(TX-6-005-808)
21. Mechanics of Materials, 6th edition	(Jan. 17, 2006)	(TX6-288-609)

22. **Modern Operating Systems, 2nd edition, (April 26, 2001) (TX-5-358-150)**
23. **Operating Systems Design and Implementation, 3rd edition, (April 4, 2006) (TX-6-351-120)**
24. **Partial Differential Equations and Boundary Value Problems with Fourier Series, 2nd edition, (June 23, 2004) (TX5-990-973)**
25. **Physics for Scientists and Engineers with Modern Physics: A Strategic Approach, 1st edition, (March 3, 2004) (TX5-920-354)**
26. **Physics: Principles with Applications, Volume 1, 6th edition (April 16, 2004) (TX-5-961-576)**
27. **Physics: Principles with Applications, Volume 2, 6th edition (January 17, 2006) (TX-6-303-834)**
28. **RF Circuit Design: Theory and Applications, 1st edition, (March 14, 2000) (TX-5-148-992)**
29. **Semiconductor Device Fundamentals, 1st edition, (February 28, 1996) (TX-4-201-811)**
30. **Signals and Systems, 2nd edition, (January 10, 1997) (TX-4-445-749)**
31. **University Physics with Modern Physics, 11th edition, (September 10, 2003) (TX5-796-468)**
32. **Wireless Communications: Principles and Practice, 2nd edition, (January 15, 2002) (TX-5-475-667)**

Schedule B
"Wiley Copyrights"

Title (Date of Registration) (Registration #)

1. Engineering Mechanics, Dynamics, February 28, 2002, TX-5-539-471.
2. Microwave and RF Design of Wireless Systems, January 10, 2001, TX-5-329-551.
3. Introduction to Solid State Physics, January 18, 2005, TX-6-091-857.
4. Digital Signal Processing, March 30, 1993, TX-3-517-250.
5. Principles of Communication: Systems, Modulation and Noise, October 25, 2001, TX-5-444-005.

Schedule C
"Thomson Copyrights"

<u>Title</u>	<u>(Date of Registration)</u>	<u>(Registration #)</u>
1. Calculus: Early Transendentals,	January 15, 2003,	TX-5-641-915.
2. Physics for Scientists and Engineers,	August 12, 2003,	TX-5-818-254.
3. Classical Dynamics of Particles and Systems,	July 30, 2003,	TX-5-827-168.
4. Single Variable Calculus,	January 7, 2003,	TX-5-680-129.

Schedule D
"McGraw-Hill Copyrights"

<u>Title</u>	<u>Date of Registration</u>	<u>Registration #</u>
1. Digital Communications,	September 5, 2000,	TX-5-266-506.
2. Electric Machinery Fundamentals,	April 27, 2004,	TX-5-954-747.
3. Vector Mechanics for Engineers, Statics,	September 28, 2004,	TX-6-037-764.572.
4. Semiconductor Physics and Devices,	November 13, 2002,	TX-5-608-842.
5. Design of Analog CMOS Integrated Circuits,	January 25, 2001,	TX-5-339-805.

Schedule E
"Pearson Trademarks"

<u>U.S. Trademark</u>	<u>Registration Number</u>	<u>Class</u>
1. "Pearson"	2,599,724	009, 016, 035, 042
2. "Pearson"	2,600,081	041
3. "Pearson"	2,652,792	009, 016
4. "Pearson"	2,679,355	016
5. "Pearson"	2,691,830	041
6. "Pearson"	2,694,359	009
7. "Prentice-Hall"	1,332,044	016
8. "Prentice-Hall"	1,332,639	042
9. "Prentice-Hall"	1,375,654	009
10. "Addison Wesley"	2,188,798	016
11. "Addison-Wesley"	2,400,130	016

Schedule F
"Wiley Trademarks"

	<u>U.S. Trademark</u>	<u>Registration Number</u>	<u>Class</u>
1.	"JW" Colophon	2,168,941	009, 042
2.	"Wiley"	1,003,988	009, 016 036, 038
3.	"Wiley"	2,159,987	009, 042

Schedule G
"Thomson Trademarks"

<u>U.S. Trademark</u>	<u>Registration Number</u>	<u>Class</u>
1. "Thomson Learning"	2,810,953	009, 016, 041
2. "Thomson Learning"	2,926,467	035

Schedule H
"McGraw-Hill Trademarks"

<u>U.S. Trademark</u>	<u>Registration Number</u>	<u>Class</u>
1. "McGraw-Hill"	1,350,345	16
2. "McGraw-Hill"	2,899,528	16, 41
3. "The McGraw-Hill Companies"	3,103,212	9,16,35,36,37, 38,39,40,41,42
4. "Irwin"	1,718,118	16