

*L. West, J.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

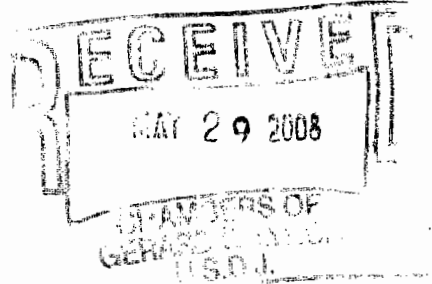
PEARSON EDUCATION, INC.,  
JOHN WILEY & SONS, INC.,  
CENGAGE LEARNING INC., AND  
THE MCGRAW-HILL COMPANIES, INC.,

Plaintiffs,

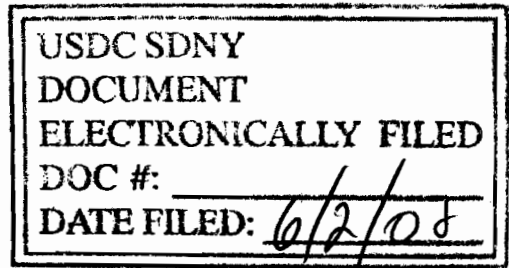
-against-

RAMKUMAR CHANDRASEKARAN AND  
SOUNDAR RAJAN BOTH D/B/A  
RK SELLERS D/B/A SILVERPLUS  
AND JOHN DOE NOS. 1-5,

Defendants.



07 Civ. 6914 (GEL)  
ECF CASE



FINAL JUDGMENT AND PERMANENT INJUNCTION  
BY CONSENT

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

ORDERED, ADJUDGED AND DECREED that defendants  
Ramkumar Chandrasekaran and Soundar Rajan, doing business  
as "RK Sellers" and "Silverplus," and their agents,  
servants, and employees, and all those acting in concert  
with them, 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 of plaintiff Cengage Learning Inc. ("Cengage"), identified on schedule C, and the registered copyrights and trademarks of plaintiff The McGraw-Hill Companies, Inc. ("McGraw-Hill"), identified on schedules D and G 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, and McGraw-Hill under 15 U.S.C. § 1125(a), and (ii) infringing any copyright or trademark of Pearson, Wiley, Cengage 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 Ramkumar Chandrasekaran and Soundar Rajan shall, jointly and severally, pay Pearson, Wiley, Cengage, and McGraw-Hill damages in the amount of \$30,000, payable in 60 payments of \$500 per month, beginning June 1, 2008 and continuing on the first of each month thereafter until the entire \$30,000 is paid; and it is further

ORDERED, ADJUDGED and DECREED that the payments of Ramkumar Chandrasekaran and Soundar Rajan, pursuant to the final judgment and permanent injunction, to which they

have consented, are in satisfaction of valid claims of Pearson, Wiley, Cengage and McGraw-Hill against Ramkumar Chandrasekaran and Soundar Rajan for copyright and trademark infringement that constitute "injury" by them to Pearson, Wiley, Cengage and McGraw-Hill that falls within 11 U.S.C. § 523(a)(6), such that the obligation of Ramkumar Chandrasekaran and Soundar Rajan to make the above payments totaling \$30,000 shall not be dischargeable as a result of any petition or application that either of them may file relating to bankruptcy under the laws of the United States or any other country; and it is further

ORDERED, ADJUDGED AND DECREED that Ramkumar Chandrasekaran and Soundar Rajan 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, Cengage and McGraw-Hill; and it is further

ORDERED, ADJUDGED AND DECREED that, unless Pearson, Wiley, Cengage and McGraw-Hill notify Ramkumar Chandrasekaran and Soundar Rajan to make payment to another person, Ramkumar Chandrasekaran and Soundar Rajan shall pay the above amounts by check payable to Dunnegan LLC Attorney Trust Account, and sent to Dunnegan LLC, 350 Fifth Avenue,

Suite 4908, New York, New York 10118, or to such other address that William Dunnegan may provide to Ramkumar Chandrasekaran and Soundar Rajan; and it is further

ORDERED, ADJUDGED AND DECREED that if Ramkumar Chandrasekaran and Soundar Rajan do not make a payment in accordance with the final judgment and permanent injunction, to which they have consented to the entry, (i) all amounts due under this final judgment shall become immediately due and payable, (ii) Pearson, Wiley, Cengage 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; and (iii) Pearson, Wiley, Cengage 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 Ramkumar Chandrasekaran and Soundar Rajan change their current residence address prior to the final payment having been made by them pursuant to this agreement, within 10 days of that change, they 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

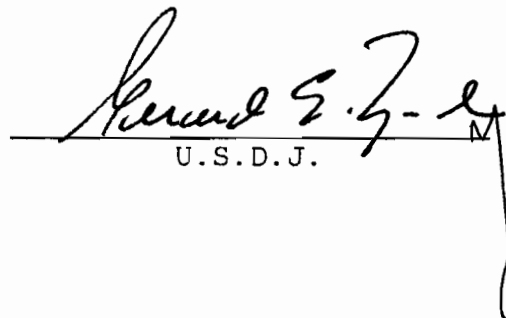
ORDERED, ADJUDGED and DECREED that except as set forth herein, Pearson, Wiley, Cengage and McGraw-Hill release any and all of their claims against Ramkumar Chandrasekaran and Soundar Rajan, and Ramkumar Chandrasekaran and Soundar Rajan release any and all of their claims, if any, against Pearson, Wiley, Cengage and McGraw-Hill; and it is further

ORDERED, ADJUDGED and DECREED that claims of Pearson, Wiley, Cengage and McGraw-Hill against Ramkumar Chandrasekaran and Soundar Rajan 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

~~May~~ 2, 2008

*June*

  
U.S.D.J.