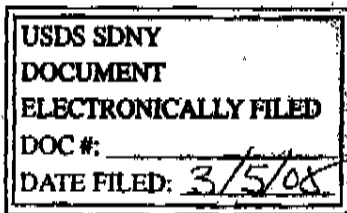




UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



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

Plaintiffs, :

-against- :

07 Civ. 7890 (PKC)

THE TEXTBOOK GUY LLC :  
D/B/A THETEXTBOOKGUY.COM, :  
MATTHEW STIRLING AND :  
JOHN DOES NÔS. 1-5, :

Defendants. :  
----- x

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  
The Textbook Guy, LLC (a/k/a The Text Book Guy LLC), d/b/a  
thetextbookguy.com, Matthew Stirling, and their respective  
agents, servants, and employees, and all those acting in  
concert with either of them, if any, collectively  
"Defendants," are hereby PERMANENTLY ENJOINED from

(i) infringing the registered copyrights of  
plaintiff Pearson Education, Inc. ("Pearson"),  
identified on Schedule A hereto, the registered

copyrights of plaintiff John Wiley & Sons, Inc. ("Wiley"), identified on schedule B hereto, the registered copyrights plaintiff Cengage Learning Inc. (formerly known as "Thomson Learning Inc.") ("Cengage"), identified on schedule C hereto, and the registered copyrights plaintiff The McGraw-Hill Companies, Inc. ("McGraw-Hill"), identified on schedule D hereto, by advertising (including falsely designating) or selling (or any combination of the foregoing), in violation of 17 U.S.C. § 501; and

(ii) falsely designating the origin of his products or services in violation of the rights of Pearson, with respect to the trademarks identified on schedule E hereto, Wiley, with respect to the trademarks identified on schedule F hereto, Cengage, with respect to the trademarks identified on schedule G hereto, and McGraw-Hill, with respect to the trademarks identified on schedule H hereto, under 15 U.S.C. § 1125(a), and

(iii) infringing any copyright of Pearson, Wiley, Cengage or McGraw-Hill through the advertising (including false designation) or sale in the United States of any book marked to

prohibit its resale in the United States,  
provided that nothing in this Final Judgment and  
Permanent Injunction by Consent is intended to  
prohibit Defendants from advertising or selling  
works that may be lawfully advertised or sold  
under Title 17 of the United States Code; and it  
is further

ORDERED, ADJUDGED and DECREED that Defendants  
shall jointly and severally pay Pearson, Wiley, Cengage,  
and McGraw-Hill damages in the amount of \$76,000 payable as  
follows:

(i) \$25,000 by March 1, 2008 by bank check of  
attorney trust account check;

(ii) \$15,000 by April 1, 2008 by bank check of  
attorney trust account check;

(iii) \$300 per month, on the first of the month,  
for the next 120 months, beginning May 1, 2008,

all \$76,000 of which shall represent statutory damages  
pursuant to 17 U.S.C. § 504(c)(1) for Plaintiffs'  
respective works first sold by defendant in August,  
September and October 2007; it is further

ORDERED, ADJUDGED AND DECREED that the foregoing  
payments are ordered as damages with respect to violations  
of plaintiffs' respective rights pursuant to advertising

(including falsely designating) or selling (or any combination of the foregoing) same, in violation of 17 U.S.C. § 501; and it is further

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

ORDERED, ADJUDGED AND DECREED that if Defendants do not make a payment in accordance with the final judgment and permanent injunction, to which they have consented to the entry, or within 10 business days of written notice to him at the addresses provided below, by United States mail, (i) all amounts due under this final judgment shall become immediately due and payable, and (ii) Pearson, Wiley, Cengage and McGraw-Hill will be entitled, as a matter of

right, to recover their attorney's fees in connection with the enforcement of this final judgment; and it is further

ORDEDED, ADJUDGED and DECREED that Defendants shall identify forthwith, under oath, to Pearson, Wiley, Cengage and McGraw-Hill the name and address of each entity from whom they have purchased the books that are the subject of this case; and it is further

ORDEDED, ADJUDGED and DECREED that Defendants shall provide an inventory, by plaintiff, of all foreign editions of the books of plaintiffs and shall make those books, appropriately packed for shipment, available forthwith for pickup by United Parcel Service, or a similar company, at 902 West 13<sup>th</sup> Street, Tempe, Arizona 85281 the cost of packing to be paid by Defendants and the cost of shipping to be paid by plaintiffs;

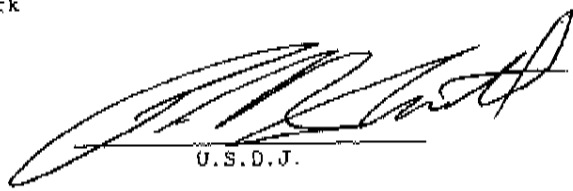
ORDERED, ADJUDGED and DECREED that except as set forth herein, Pearson, Wiley, Cengage and McGraw-Hill release any and all of their claims against Defendants and Defendants, jointly and severally, release any and all of their claims, if any, against Pearson, Wiley, Cengage and McGraw-Hill; and it is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

ORDERED, ADJUDGED and DECREED that the caption of this action be an hereby is amended as set forth above to

reflect the true identities of the parties and the true Defendants; and it is further

ORDERED, ADJUDGED and DECREED that claims of Pearson, Wiley, Cengage and McGraw-Hill against Defendants 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  
March 5, 2008



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, February 28, 2008

DUNNEGAN LLC

By William Dunnegan  
William Dunnegan (WD 9316)  
Megan L. Martin (MM 4396)  
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Matthew Stirling  
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