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HBasic Books, Inc. v. Kinko's Graphics Corp.
S.D.N.Y.,1991.

United States District Court, S.D. New York.
BASIC BOOKS, INC., Harper & Row Publishers, Inc.,
John Wiley & Sons, Inc., McGraw Hill, Inc., Penguin
Books USA Inc., Prentice Hall, Inc., Richard D. Irwin,
Inc., and William Morrow & Co., Inc.

v.

KINKO'S GRAPHICS CORPORATION.

No. 89 Civ. 2807 (CBM).

Oct. 16, 1991.

MOTLEY, District Judge:

*1 This action having been tried by the Court without a jury, the Honorable Constance Baker Motley, District Judge, presiding, on September 11-13, 17-19, 1990, and October 1-3, 1990, and the Court having duly entered an opinion dated March 28, 1991, with findings of fact and conclusions of law pursuant to [Rule 52 of the Federal Rules of Civil Procedure](#), it is

ORDERED AND ADJUDGED that:

1. Defendant Kinko's Graphics Corporation ("Kinko's") and its directors, officers, agents, servants, employees, and attorneys, and all those in active concert or participation with them who receive actual notice of this Judgment by personal service or otherwise, are enjoined from creating, copying, distributing, or selling, or assisting or participating in creating, copying, distributing, or selling, any anthology, compilation, collective work, course packet, or similar collection, to or for students (hereafter "Anthology or Coursepack") containing, without permission in writing or other fixed medium of expression, a copy of more than one page from any work in which plaintiffs or any of them now own or hereafter acquire a copyright or exclusive right under copyright in the material copied, where

Plaintiff

Basic Books, Inc.

Harper Collins Inc., (formerly Harper & Row

(1) one or more copies of an Anthology or Coursepack are made on behalf of a college, university, school, or any department or subdivision of the foregoing, or any professor, teacher, or teaching assistant; or

(2) one or more copies of an Anthology or Coursepack are sold or distributed by Kinko's to persons other than the person at whose request or on whose behalf the order was placed; or

(3) one or more copies of an Anthology or Coursepack or the master from which copies have been or will be made are held by Kinko's in inventory; or

(4) the entity or person enjoined knows or reasonably should know that the material being copied, distributed or sold is an Anthology or Coursepack.

2. Kinko's shall cause a copy of this Judgment to be provided to each person who is now or who becomes in the next five years: (a) a director or officer of Kinko's or of Kinko's Service Corporation; (b) a manager of a copy shop that is now or hereafter becomes licensed by, or owned in whole or in part, directly or indirectly, through wholly or partially owned subsidiaries or otherwise, by Kinko's ("the KGC stores"); (c) an employee of a KGC store who is authorized to permit the making of copies or to determine whether permission to copy should be obtained; and (d) an owner of a copy shop licensed to use the Kinko's name.

3. Within sixty (60) days of the entry of this judgment, Kinko's shall certify to the court, and serve on plaintiffs, a report detailing the measures it has taken to comply with this Judgment.

4. Plaintiffs are awarded statutory damages from Kinko's in the amount of \$510,000, as follows:

Statutory Damages

Not Reported in F.Supp.

Page 2

Not Reported in F.Supp., 1991 WL 311892 (S.D.N.Y.), 1991 Copr.L.Dec. P 26,814, 21 U.S.P.Q.2d 1639

(Cite as: Not Reported in F.Supp.)

Publishers, Inc.)

John Wiley & Sons, Inc.

McGraw-Hill, Inc.

Penguin Books USA Inc.

Prentice Hall, Inc.

Richard D. Irwin, Inc.

*2 5. Plaintiffs are awarded reasonable attorneys' fees and costs in the amount of \$1,365,000.

6. The Court shall retain jurisdiction for the purpose of enforcement of the injunction contained herein.

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