

E
X
H
I
B
I
T

3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

PRINCETON UNIVERSITY PRESS, :
MACMILLAN, INC., and :
ST. MARTIN'S PRESS, INCORPORATED, : CASE NO. 92-CV-60464-AA (BKH)

Plaintiffs, :

v. :

MICHIGAN DOCUMENT SERVICES, INC. :
and JAMES M. SMITH, :

Defendants. :

AMENDED JUDGMENT AND PERMANENT INJUNCTION

At a session of the Court held in
the U.S. Courthouse,
Ann Arbor, Michigan, on July ___, 1997.

PRESIDING: _____
U.S. District Judge

The parties having agreed to settlement of this matter in a letter agreement dated June 3, 1997 (copy attached), and signed on behalf of the parties by their attorneys;

And the parties and the Association of American Publishers, Inc. ("AAP") by their respective attorneys, as part of the resolution of this matter having stipulated to the terms of this Amended Judgment and Permanent Injunction and having acknowledged their assent and agreement below;

IT IS ORDERED AND ADJUDGED that the Judgment entered by the District Court in this case on June 9, 1994, is hereby amended to provide as follows:

1. Defendants James M. Smith and Michigan Document Services, Inc. ("MDS") and

MDS's directors, officers, agents, servants, employees, and those in active participation or concert with them who receive actual notice of this Amended Judgment and Permanent Injunction 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 "Coursepack") containing, without permission in writing or other fixed medium of expression, a copy of more than one page of material in which plaintiffs or any of them or any publisher that is at the time of such copying a member of the Association of American Publishers now own or hereafter acquire a copyright or exclusive right under copyright, where:

- (a) one or more copies of a 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
- (b) one or more copies of a Coursepack are sold or distributed by defendants or either of them to persons other than the person at whose request or on whose behalf the order was placed; or
- (c) one or more copies of a Coursepack or the master from which copies have been or will be made are held by defendants or either of them in inventory; or
- (d) the entity or person enjoined knows or reasonably should know that the material being copied, distributed or sold is a Coursepack.

2. Plaintiffs acknowledge that the monies that defendants have paid them, or which plaintiffs have otherwise recovered from defendants, on or before June 3, 1997 constitute payment in full of the Court's prior award of statutory damages and attorneys' fees in the June 9, 1994 Judgment, and that the Court's award of such damages and fees has accordingly been satisfied in full.

3. The District Court shall retain jurisdiction for purpose of enforcement of the injunction

contained herein, which may be enforced by any plaintiff or publisher alleging that its right (or the right of one of its subsidiaries or divisions or imprints) has been violated (any "Intervening AAP Member"). Any such Intervening AAP Member shall be permitted to intervene as a party plaintiff to seek enforcement (and defendants shall agree to such intervention and not oppose same). After intervention, any such Intervening AAP Member will have the same rights, and be subject to the same defenses, as plaintiffs herein with respect to such injunction.

4. AAP is hereby made a party plaintiff to this action for purposes of enforcement of the injunction herein. AAP shall have the same rights of enforcement as the plaintiffs herein or, if the copyright claimed to be violated is that of an AAP member that is not a plaintiff but could seek to become an Intervening AAP Member, AAP shall have the same rights as such potential Intervening AAP Member. As a prerequisite to any enforcement by AAP, AAP shall present written evidence acknowledging that it has been authorized to seek enforcement by the entity that would otherwise be entitled to seek enforcement.

Dated: Ann Arbor, Michigan
July __, 1997

U.S. District Judge

SEEN AND AGREED:

BODMAN, LONGLEY & DAHLING LLP

By: David G. Chardavoyne, Esq.
100 Renaissance Center, 34th Floor
Detroit, Michigan 48243
(313) 259-7777

Attorneys for Defendants
James M. Smith and Michigan
Document Services, Inc.

PROSKAUER ROSE LLP

Al 2.0 7/10/97

By: Hank Goldsmith, Esq.
1585 Broadway
New York, New York 10036
(212) 969-3000

Attorneys for Plaintiffs Princeton
University Press, Macmillan, Inc. and
St. Martin's Press Incorporated
- and -
Association of American Publishers, Inc.