

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x

ELSEVIER INC., BLACKWELL
PUBLISHING, LTD., WILEY
PERIODICALS, INC., WILEY-LISS,
INC., INFORMA UK LTD., AND INFORMA
USA, INC.,

10 CIV 9058

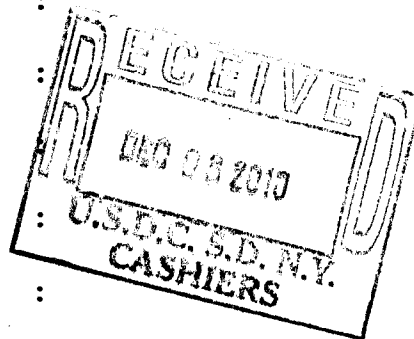
Plaintiffs, :

JUDGE CROTTY

-against-

: 10 Civ.

ARUNJIT SINGH GUJRAL A/K/A ARUNJIT
SINGH A/K/A ARUN SINGH D/B/A
GLOBAL SERVICES, HARINDER SINGH
OBEROI A/K/A HARRY OBEROI, RAJNI
SINGH A/K/A RAJNI GUJRAL A/K/A
RAJNI OBEROI, JASJEEV SINGH A/K/A
JASJIT SINGH A/K/A JASJIV SINGH
A/K/A JASJIEV OBEROI, RAKESH CHADHA,
MEENU CHADHA A/K/A MEENA CHAD,
HARRY SINGH, PANIMA BOOK
DISTRIBUTORS, PANIMA SUBSCRIPTION
AGENCY, GLOBAL SERVICES, AND
JOHN DOE NOS. 1-50,



Defendants. :

----- x

COMPLAINT

Plaintiffs Elsevier Inc. ("Elsevier"), Blackwell
Publishing, Ltd., Wiley Periodicals, Inc., Wiley-Liss, Inc.
(collectively, "Wiley"), Informa UK Ltd., and Informa USA, Inc.
(collectively, "Informa"), for their complaint against
defendants Arunjit Singh Gujral a/k/a Arunjit Singh a/k/a Arun
Singh d/b/a Global Services, Harinder Singh Oberoi a/k/a Harry
Oberoi, Rajni Singh a/k/a Rajni Gujral a/k/a Rajni Oberoi,

JasJeev Singh a/k/a Jasjit Singh a/k/a Jasjiv Singh a/k/a
Jasjiev Oberoi, Rakesh Chadha, Meenu Chadha a/k/a Meena Chad,
Harry Singh, Panima Book Distributors, Panima Subscription
Agency, Global Services (the latter three entities collectively,
"Panima"), and John Doe Nos. 1-50, aver:

Nature of the Action

1. This case involves what is known in the journal publishing industry as "subscription fraud." Plaintiffs publish many of the world's leading scientific, technology, and medical journals. Plaintiffs sell their journals largely through subscriptions to two types of end users: (i) institutions, which pay full rates based on their large expected readership, and (ii) individuals, who pay significantly discounted rates for subscriptions that are expressly limited to personal use. Plaintiffs are bringing this action because defendants have fraudulently purchased, using co-conspirators and false names, individual rate subscriptions to plaintiffs' journals for the purpose of fulfilling orders at higher rates as agents to institutions. In doing so, defendants pocketed substantial profits at the expense of plaintiffs. Plaintiffs therefore seek to recover their damages resulting from defendants' violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), common law fraud, breach of contract and conversion.

Jurisdiction and Venue

2. This Court has subject matter jurisdiction over the first and second claims in this action pursuant to 28 U.S.C. § 1331 because they arise under 18 U.S.C. § 1962(c) and (d).

3. This Court has supplemental subject matter jurisdiction pursuant to 28 U.S.C. § 1367 over the third, fourth, fifth and sixth claims in this action because they are so related to the claims within the original jurisdiction of this Court that they form part of the same case or controversy within the meaning of Article III of the United States Constitution.

4. This Court has personal jurisdiction over the defendants because they transact business in this State. Alternatively, the Court has in rem jurisdiction over the defendants based upon accounts they hold at banks headquartered in this State.

5. Venue is proper in this Court under 18 U.S.C. § 1965 and 28 U.S.C. § 1391(b).

Parties

6. Plaintiff Elsevier Inc. is a New York corporation with its principal place of business in New York, New York.

7. Plaintiff Blackwell Publishing, Ltd. is a United Kingdom corporation with its principal place of business in Oxford, England.

8. Plaintiff Wiley Periodicals, Inc. is a Delaware corporation with its principal place of business in Hoboken, New Jersey.

9. Plaintiff Wiley-Liss, Inc. is a Delaware corporation with its principal place of business in Hoboken, New Jersey.

10. Plaintiff Informa UK Ltd., a subsidiary of Informa PLC, is an English limited liability company having a place of business at Albert House 1-4 Singer Street, London, EC2A 4BQ, United Kingdom. Plaintiff Informa USA, Inc., a subsidiary of Informa PLC, is a Massachusetts corporation having a place of business at One Research Drive, Westborough, Massachusetts 01581.

11. Upon information and belief, defendant Arunjit Singh Gujral a/k/a Singh Gujral, a/k/a Arunjit Singh, and a/k/a Arun Singh is a natural person, a citizen of India, and a principal of Panima.

12. Upon information and belief, defendant Harinder Singh Oberoi a/k/a Harry Oberoi is a natural person, a citizen of the State of California, a resident of 34 Carriage Drive, Foothill Ranch, California, a principal of Panima Book Distributors, and a relative or close friend of Arunjit Singh Gujral.

13. Upon information and belief, defendant Rajni

Singh, a/k/a Rajni Gujral, a/k/a Rajni Oberoi is a natural person, a citizen of the State of New York, a resident of 6138 233rd Street, Lower Apartment, Oakland Gardens, New York, and a relative or friend of Arunjit Singh Gujral.

14. Upon information and belief, defendant Jasjeev Singh a/k/a Jasjiv Singh, a/k/a Jasjit Singh, and a/k/a Jasjiev Oberoi is a natural person, a citizen of the State of New York, a resident of 6138 233rd Street, Apartment Lower, Oakland Gardens, New York, and a relative or friend of Arunjit Singh Gujral.

15. Upon information and belief, Rakesh Chadha is a natural person, a citizen of the State of New York, a resident of 48-44 192nd Street, Fresh Meadows, New York, and a relative or friend of Arunjit Singh Gujral.

16. Upon information and belief, Meenu Chadha a/k/a Meena Chad is a natural person, a citizen of the State of New York, a resident of 48-44 192nd Street, Fresh Meadows, New York, the wife of Rakesh Chadha, and a relative or friend of Arunjit Singh Gujral.

17. Upon information and belief, Harry Singh is a natural person, a citizen of the State of California, a resident of 12 Shepardson Lane, Alameda, California, and a relative or friend of Arunjit Singh Gujral.

18. Upon information and belief, Panima Book Distributors is a foreign corporation existing under the laws of India, having its principal place of business at 16 Prakash Apartments, 5 Ansari Road, Darya Ganj, New Delhi, India.

19. Upon information and belief, Panima Subscription Agency is a foreign corporation existing under the laws of India, having its principal place of business at 16 Prakash Apartments, 5 Ansari Road, Darya Ganj, New Delhi, India.

20. Upon information and belief, Global Services is a business entity. Alternatively, Global Services is fictitious name of Arunjit Singh Gujral. Global Services conducts business at 34 Carriage Drive, Foothill Ranch, California.

21. Upon information and belief, defendants John Doe Nos. 1-50 are associates of defendants, whose identities are not currently known to plaintiffs.

The Business of Plaintiffs

22. Plaintiffs publish journals consisting primarily of peer-reviewed articles, written by one or more scholars, often based upon original research.

23. Plaintiffs invest heavily in publishing their journals. Plaintiffs incur substantial costs for copyediting, proofreading, typesetting, printing, binding, distributing, marketing, and maintaining their editorial offices.

24. Plaintiffs sell their journals almost entirely through annual subscriptions, on a calendar year basis. The price of those subscriptions varies depending upon the type of subscriber. Plaintiffs charge institutions full rates, which are significantly higher than the amount the plaintiffs charge individuals. Plaintiffs rely upon the income from these institutional subscriptions to make their journals economically feasible. The standard institutional subscription price reflects the fact that numerous people, over the course of time, will read the journals. Plaintiffs also offer subscriptions to individuals at substantially discounted rates, under terms that restrict the use of such subscriptions to personal use only. Plaintiffs do so often as an accommodation to members of the scholarly societies that sponsor or own the journals that plaintiffs exclusively publish.

25. Plaintiffs are the sole source for new copies of their journals. Plaintiffs maintain a record of each institutional and individual customer. This enables plaintiffs to provide customer support, pay royalties, and enhance their products for certain markets. Furthermore, plaintiffs offer subscribers discounted rates for items such as electronic access. Thus, even if plaintiffs were paid the full amount for subscriptions, the loss of customer information would irreparably harm plaintiffs.

26. Plaintiffs forbid any resale, or institutional use, of individual rate subscriptions. For example, Elsevier's invoices and purchase order forms state: "Customer/Client represents and warrants that it is purchasing Products and Services from Elsevier for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity except as may be expressly set forth otherwise in the Terms and Conditions." Blackwell Publishing Ltd. generally states in its pricing information that "Personal subscription rates are available for most of our journals. These rates are applicable to orders for bona fide personal use only, and remittance should be by personal cheque or credit card." The order form of Wiley Periodicals, Inc. and Wiley-Liss, Inc. for print journal subscriptions states "Individual rate subscriptions may not be resold or used as library copies." Informa's electronic license agreement states that its explicit written permission is required to use its material for "commercial use," which includes sale or resale.

27. In addition to direct sales to individuals and institutions, each plaintiff sells subscriptions through subscription agents. Subscription agents act as intermediaries between primarily institutions (and to a lesser extent individuals), which are their customers, and the journal

publishers, such as plaintiffs. Subscription agents can perform valuable services by removing from their customers the burden of placing orders and related paperwork, and receiving billing and making payment to publishers. Subscription agents fully understand the difference between individual and institutional subscriptions. Plaintiffs rely on the persons placing the subscription orders to identify truthfully the type of subscription they need, based on their status, as an individual personal user or an institution.

28. Plaintiffs provide agents with terms and conditions for orders on behalf of the institutional customers. These terms and conditions require that the agent identify the end user of each journal.

29. Plaintiffs suffer serious financial injury if they receive payment for institutional subscriptions at individual rates. A substantial decline in their income from journals could cause plaintiffs to stop publishing one or more journals, or to reduce the amount of information they publish in those journals. This would have an adverse impact on scholarship and, ultimately, scientific progress.

30. Plaintiffs take orders for subscriptions by mail, telephone, facsimile and the Internet.

The Unlawful Acts of Defendants

31. Upon information and belief, defendants operate a large-scale international subscription fraud network.

32. The leader of the fraud is Arunjit Singh Gujral. Pursuant to his subscription fraud scheme, Arunjit Singh Gujral conspired with defendants Harinder Oberoi, Rajni Singh, Jasjeev Singh, Harry Singh, Rakesh Chadha, Meenu Chadha and John Doe Nos. 1-50 (collectively, the "Subscribing Defendants").

33. As part of the conspiracy to defraud, the Subscribing Defendants agreed to obtain, and then obtained, individual rate subscriptions to plaintiffs' journals by false pretenses with the intention of supplying those journals to institutional end users. Specifically, the Subscribing Defendants obtained the journals using the mail and interstate wires by (i) ordering individual rate subscriptions from plaintiffs in their own names as purported individual users or under various aliases, (ii) paying for those subscriptions using credit cards issued in the United States, and (iii) arranging for the delivery of the subscriptions to addresses in California, New York and New Jersey, along with various addresses in India. After the Subscribing Defendants secured the journal subscriptions, Arunjit Singh Gujral caused Panima to resell the subscriptions to institutions with which it had contacts, at substantially higher rates. In doing so,

defendants reaped a substantial illegal profit, while depriving the plaintiffs of revenue and institutional customer information.

34. To conceal the fraudulent nature of their scheme, defendants placed orders for individual subscriptions using multiple and false names, credit card numbers issued in the United States, and various addresses in the United States and India. Specifically, upon information and belief, defendants have placed orders for individual subscriptions in various names using a credit card issued in the name of Arunjit Singh Gujral with the address, 34 Carriage Drive, Foothill Ranch, California. As previously mentioned, this is also the business address of defendant Global Services.

35. Defendants used the following addresses of properties owned by Arunjit Singh Gujral, Harinder Oberoi, Gurpreet Oberoi, Rakesh Chadha, and Meenu Chadha as shipping addresses for numerous individual rate journal subscriptions: (a) 34 Carriage Drive, Foothill Ranch, California; (b) 4521 Smith Avenue, Unit 2, North Bergen, New Jersey; and (c) 48-44 192nd Street, Fresh Meadows, New York.

36. Defendants also secured individual rate subscriptions using the following shipping addresses in the United States: (a) P.O. Box 1896, Long Island City, New York,

and (b) P.O. Box 307, 227 U.S. Highway 1, New Brunswick, New Jersey.

37. Defendants secured individual rate subscriptions to the following addresses in India: (a) 16 Prakash Apartments, 5 Ansari Road, Darya Ganj, New Delhi, India; (b) Door number 251, Block E, Greater Kailash, New Delhi, India; (c) S 252, First Floor, Greater Kailash, New Delhi, India; (d) House number 27, Prakash Apartment, Ansari Road, New Delhi, India; (e) 11 Prakash Apartment, 5 Ansari Road, New Delhi, India; (f) 33-35 Sreeji Aprtments, 5 Cross, Ganhinagar, Bangalore, India; (g) 37-38 V S Lane, Chickpot Cross, Bangalore, India; and (h) House 286, 2nd/3rd/4th, Block E, New Delhi, India.

38. Defendants secured individual rate subscriptions from plaintiffs to the above addresses using the following aliases, which include variations of defendants' names: "Jasjiv Singh," "Harry Oberoi," "Ragni Obereoi," "Ragni Gujral," "Jes Jeev," "Jasjiv Singh," "M Singh," "A. Krishnan," "Hemawathi," "Anil Kumar," "A. Chandru," "R. Guljeet," "Nithya," "Satyajit Wooltop," "Veena Lall," "K S Moorthy," "Guj Ginny," "Gurinder K Kaur," "Guljeet Singh," "J S Gujaral," "Rajan Kumar," and "Mr. Karman."

39. Several individual rate subscription orders placed by the Subscribing Defendants in their own names or aliases were billed to Panima.

40. Upon information and belief, defendants have obtained approximately 2,000 individual rate subscriptions from plaintiffs.

FIRST CLAIM FOR RELIEF
(RICO - 18 U.S.C. § 1962(c) Against
Arunjit Singh Gujral and the Subscribing Defendants)

41. Plaintiffs repeat paragraphs 1 to 40 with the same force and effect as if set forth in full.

42. Panima is an "enterprise" ("Panima Enterprise"). Additionally, the association in fact between and among Arunjit Singh Gujral and the Subscribing Defendants for the purpose of securing journal subscriptions at individual rates and reselling them to institutions at higher rates is also an "enterprise" (the "Association Enterprise"). Arunjit Singh Gujral leads the Panima Enterprise as well as the Association Enterprise.

43. Arunjit Singh Gujral and the Subscribing Defendants have conducted or participated in the conduct of the affairs of the Panima Enterprise and the Association Enterprise through a pattern of racketeering activity that consists of two or more predicate acts.

44. The predicate acts of Arunjit Singh Gujral and the Subscribing Defendants in fraudulently purchasing these journals and reselling them at higher rates were essential to the operation and management of each enterprise because neither enterprise would exist without persons performing these

functions. Specifically, upon information and belief, Arunjit Singh Gujral would direct the Subscribing Defendants to secure individual rate subscriptions and would control the resale of those journals to institutions. The Subscribing Defendants would exercise control over the aspect of the fraud involving securing the individual rate journals.

45. These predicate acts include acts of mail fraud, in violation of 18 U.S.C. § 1341, and wire fraud, in violation of 18 U.S.C. § 1343, in furtherance of their scheme to fraudulently secure subscriptions to plaintiffs' journals at individual rates for the purpose of reselling those journals to institutions at higher rates. These predicate acts began as early as 2001 and continued through 2010. Given the annual nature of subscription renewals and defendants' unwillingness to cease their activities, the fraud will likely continue into the future.

46. Upon information and belief, Arunjit Singh Gujral caused Panima to fraudulently secure the following individual subscriptions, intending to resell them to institutions at higher rates, and specifically intending to defraud the publisher of the journal to further the illegal activities of the enterprises.

<u>JOURNAL</u>	<u>YEARS</u>	<u>PUBLISHER</u>
European Journal of Dental	2008-2009	Wiley

Education		
International Endodontic		
Journal	2008-2010	Wiley
Oral Diseases	2007-2009	Wiley
Periodontology 2000	2007-2010	Wiley

47. Upon information and belief, Arunjit Singh Gujral caused Harinder Singh Oberoi, using his name and the names "Harry Uber" and "Harry Obeline," to fraudulently secure the following individual subscriptions to at least the following journals, intending that Panima would resell them to institutions at higher rates, and specifically intending to defraud the publisher to further the illegal activities of the enterprises.

<u>JOURNAL</u>	<u>YEARS</u>	<u>PUBLISHER</u>
International Journal of Cancer	2004	Wiley
Pythotherapy Research	2002	Wiley
Clinical Pharmacology and Therapeutics	2004	Elsevier
Cancer	2004	Wiley
Journal of Magnetic Resonance Imaging	2004	Wiley
Seminars in Radio Oncology	2006	Elsevier
Ophthalmology: Journal of the American Academy of Ophthalmology	2004	Elsevier
Seminars in Diagnostic Pathology	2004	Elsevier
Seminars in Ultra Sound, Cat Scan and MRI	2004	Elsevier
Nutrition Research	2004	Elsevier
Food Microbiology	2004-2005	Elsevier
Journal of Food Composition and Analysis	2004-2005	Elsevier

48. Upon information and belief, Arunjit Singh Gujral caused Jasjeev Singh, using his name and the names "Jasjiv Singh" and "Jasjit Singh," to fraudulently secure the following

individual subscriptions to at least the following journals in those names, intending that Panima would resell them to institutions at higher rates, and specifically intending to defraud the publisher to furthering the illegal activities of the enterprises.

	<u>YEARS</u>	<u>PUBLISHER</u>
International Journal of Dermatology	2009	Wiley
Journal of Advanced Nursing	2009	Wiley
Journal of Clinical Nursing	2009	Wiley
International Journal of Cancer	2004	Wiley
Journal of Oral and Maxillofacial Surgery	2005	Elsevier
Journal of Magnetic Resonance	2004-2006	Elsevier
American Journal of Cardiology	2004	Elsevier
American Journal of Obstetrics and Gynecology	2004	Elsevier
American Journal of Surgery	2004	Elsevier
Journal of Pediatric Surgery	2004	Elsevier
Neurologic Clinics	2004	Elsevier
Neurosurgery Clinics of North American	2004	Elsevier
Orthopedic Clinics of North America	2004	Elsevier
Radiologic Clinics of North America	2004	Elsevier
Clinical Immunology	2004	Elsevier
Experimental and Molecular Pathology	2004	Elsevier
Experimental Parasitology	2004	Elsevier
Phytotherapy Research	2004	Wiley
Arthroscopy: the Journal of Arthroscopic and Related Surgery	2004	Elsevier
Fertility and Sterility	2004	Elsevier
Journal of Gastrointestinal Surgery	2004	Elsevier
Journal of Prosthetic Dentistry	2004, 2006-2009	Elsevier

49. Upon information and belief, Arunjit Singh Gujral caused Rakesh Chadha to secure the following individual subscriptions to at least the following journals in that name, intending that Panima would resell them to institutions at higher rates, and specifically intending to defraud the publisher to further the illegal activities of the enterprises.

<u>JOURNAL</u>	<u>YEARS</u>	<u>PUBLISHER</u>
American Journal of Medicine	2002-2003	Elsevier
American Journal of Ophthalmology	2002-2004	Elsevier
Journal of the American Academy of Ophthalmology	2002-2003	Elsevier
Orthopedic Clinics of North America	2002	Elsevier
Journal of Molecular Spectroscopy	2002-2003	Elsevier
Dental Clinics of North America	2002	Elsevier
Journal of Oral and Maxillofacial Surgery	2002	Elsevier
Oral and Maxillofacial Surgery Clinics of North America	2002	Elsevier

50. Upon information and belief, Arunjit Singh Gujral caused Meenu Chadha, using that name and the name "Meena Chad," to secure the following individual subscriptions to at least the following journals, intending that Panima would resell them to institutions at higher rates, and specifically intending to defraud the publisher to further the illegal activities of the enterprises.

<u>JOURNAL</u>	<u>YEARS</u>	<u>PUBLISHER</u>
Surgical Oncology Clinics of North America	2002	Elsevier

Urologic Clinics of North America	2002	Elsevier
Dental Clinics of North America	2002	Elsevier
Clinics in Chest Medicine	2002	Elsevier
Respiratory Care Clinics of North America	2002	Elsevier

51. Upon information and belief, Arunjit Singh Gujral caused Harry Singh to secure the following individual subscriptions to at least the following journals in his name, intending that Panima would resell them to institutions at higher rates, and specifically intending to defraud the publisher to further the illegal activities of the enterprises.

<u>JOURNAL</u>	<u>YEARS</u>	<u>PUBLISHER</u>
British Journal of Surgery	2002-2003	Wiley
Cytometry	2002	Wiley
Diagnostic Cytopathology	2002-2003	Wiley
NMR in Biomedicine	2002	Wiley
Operative Techniques in Thoracic & Cardiovascular Surgery	2002-2003	Elsevier
Journal of the American Academy of Ophthalmology	2002-2004	Elsevier
Seminars in Diagnostic Pathology	2002-2004	Elsevier
Seminars in Nuclear Medicine	2003	Elsevier
Seminars in Ultrasound, Ct & MRI	2003-2004	Elsevier

52. Upon information and belief, Arunjit Singh Gujral caused the Subscribing Defendants to secure the individual subscriptions identified on Schedule A intending that Panima would resell them to institutions at higher rates, and specifically intending to defraud the publisher to further the illegal activities of the enterprises.

53. As part of their scheme to defraud, Arunjit Singh Gujral and the Subscribing Defendants used the United States mails and/or interstate wires to secure individual rate journals from plaintiffs and to resell those journals to institutions.

54. Additionally, as part of their scheme to defraud, Arunjit Singh Gujral and the Subscribing Defendants intended that plaintiffs would use the United States mails to ship each issue of each individual rate journal which defendants had fraudulently ordered. Plaintiffs used the United States mails in the manner that defendants intended.

55. Defendants secured each of the subscriptions described above with the intent to defraud a plaintiff into providing an institutional subscription at an individual rate.

56. Arunjit Singh Gujral and the Subscribing Defendants have a relationship, based on family and/or friendship, such that one could infer the association in fact between them, rather than concluding that they merely engaged in parallel conduct.

57. The Subscribing Defendants are associated with Arunjit Singh Gujral for the purpose of collectively engaging in the illegal activities of the Panima and Association Enterprises.

58. The activities of each enterprise affect interstate or foreign commerce.

59. By reason of the violation of 18 U.S.C. § 1962(c), and specifically the predicate acts of mail fraud and wire fraud described above, plaintiffs have suffered a loss of subscription revenue that constitutes injury to their business or property.

60. Plaintiffs are entitled to recover three times the amount of the damage to their business or property.

SECOND CLAIM FOR RELIEF
(RICO Conspiracy - 18 U.S.C. § 1962(d) Against
Arunjit Singh Gujral and the Subscribing Defendants)

61. Plaintiffs repeat the paragraphs numbered 1 to 60 with the same force and effect as if set forth in full.

62. Arunjit Singh Gujral and the Subscribing Defendants, between themselves and among each other, have agreed to conduct or participate in the conduct of the affairs of the Panima Enterprise and the Association Enterprise through a pattern of racketeering activity. Upon information and belief, Arunjit Singh Gujral and the Subscribing Defendants each agreed beginning, depending on the Subscribing Defendant, in 2001 through the present, to commit two or more predicate acts of wire fraud and/or mail fraud in furtherance of their scheme and to conduct the two enterprises through a pattern of racketeering activity.

63. The agreement described above is evidenced by the coordinated efforts of Arunjit Singh Gujral and the Subscribing

Defendants to secure individual rate subscriptions to print and electronic journals from plaintiffs using false names, common addresses, common credit card numbers, and arranging for the delivery of the print and electronic journals to Arunjit Singh Gujral and/or Panima at the previously mentioned addresses. Arunjit Singh Gujral then resold and/or caused Panima to resell the individual rate journal subscriptions to institutions at higher rates.

64. This pattern of racketeering activity consists of the predicate acts of mail fraud and wire fraud, described above.

65. By reason of the foregoing conspiracy in violation of 18 U.S.C. § 1962(d), plaintiffs have suffered a loss of subscription revenue that constitutes damage to their business or property.

66. Plaintiffs are entitled to recover three times the damage to their business or property.

THIRD CLAIM FOR RELIEF
(Common Law Fraud Against All Defendants)

67. Plaintiffs repeat the paragraphs numbered 1 to 66 with the same force and effect as if set forth in full.

68. Arunjit Singh Gujral and the Subscribing Defendants purchased individual rate subscriptions from plaintiffs by (i) falsely representing that he or she intended

to use those subscriptions for individual purposes, and/or (ii) failing to disclose that he or she was purchasing for and intended to supply institutions with those individual rate subscriptions, and/or (iii) misrepresenting his or her name, address or other contact information.

69. These representations were false and misleading because the Subscribing Defendants, at all material times, intended that the subscriptions would be supplied to institutions at a substantial profit.

70. The Subscribing Defendants made these misrepresentations and omissions intending to deceive plaintiffs.

71. The misrepresentations and omissions were material to the decisions of plaintiffs to sell subscriptions to the Subscribing Defendants. Plaintiffs relied upon these misrepresentations in selling the individual rate subscriptions. Plaintiffs would not have sold individual rate subscriptions if they had known that the Subscribing Defendants intended to supply them to institutions that had placed orders for such journals from Panima.

72. Panima is vicariously liable for the acts of Arunjit Singh Gujral and the Subscribing Defendants.

73. By reason of the foregoing fraud, plaintiffs have suffered a loss of subscription revenue in an amount to be determined by the trier of fact in this action.

FOURTH CLAIM FOR RELIEF
(Conspiracy to Defraud Against All Defendants)

74. Plaintiffs repeat paragraphs 1 to 73 with the same force and effect as if set forth in full.

75. Upon information and belief, Arunjit Singh Gujral and the Subscribing Defendants conspired to defraud plaintiffs by purchasing individual rate subscriptions to their journals to fulfill orders by institutions.

76. Arunjit Singh Gujral and the Subscribing Defendants committed overt acts in furtherance of the conspiracy, including but not limited to selling to institutions the journals that the Subscribing Defendants purchased through individual subscriptions.

77. Arunjit Singh Gujral and the Subscribing Defendants committed overt acts in furtherance of the conspiracy, including but not limited to placing orders for individual rate subscriptions to plaintiffs' journals.

78. Panima is vicariously liable for the acts of Arunjit Singh Gujral and the Subscribing Defendants.

79. By reason of the foregoing conspiracy, plaintiffs have suffered a loss of subscription revenue in an amount to be determined by the trier of fact in this action.

FIFTH CLAIM FOR RELIEF
(Breach of Contract Against All Defendants)

80. Plaintiffs repeat paragraphs 1 to 79 with the same force and effect as if set forth in full.

81. Arunjit Singh Gujral and the Subscribing Defendants, by purchasing individual rate subscriptions, entered into contracts with plaintiffs.

82. By supplying the journals obtained through individual rate subscriptions to institutions, Arunjit Singh Gujral and the Subscribing Defendants breached their contracts with plaintiffs.

83. As a result of their breach of contract, plaintiffs have suffered damages in an amount to be determined by the trier of fact in this action.

SIXTH CLAIM FOR RELIEF
(Conversion Against All Defendants)

84. Plaintiffs repeat paragraphs 1 to 83 as if set forth in full.

85. By obtaining possession of the journals fraudulently and unlawfully, Arunjit Singh Gujral and the Subscribing Defendants converted the property of the plaintiffs.

86. Panima is vicariously liable for the acts of Arunjit Singh Gujral and the Subscribing Defendants set forth above.

87. As a result of such conversion, plaintiffs have suffered damages as alleged above and defendants have been unjustly enriched in an amount to be determined by the trier of fact in this case.

WHEREFORE, plaintiffs respectfully request that this Court enter judgment:

A. Awarding plaintiffs compensatory damages in an amount to be determined at trial;

B. Awarding plaintiffs treble damages pursuant to 18 U.S.C. § 1964;

C. Awarding plaintiffs prejudgment interest;

D. Awarding plaintiffs punitive damages;

E. Awarding plaintiffs a mandatory injunction compelling defendants to fully and accurately disclose the end user of each journal to which it procured a subscription;

F. Awarding plaintiffs their costs and reasonable attorneys' fees; and

G. Awarding plaintiffs such other and further relief

as the Court deems just and proper.

Dated: New York, New York
December 3, 2010

DUNNEGAN LLC

By William Dunnegan

William Dunnegan (WD9316)

wd@dunnegan.com

Laura Scileppi (LS0114)

ls@dunnegan.com

Attorneys for Plaintiffs

350 Fifth Avenue

New York, New York 10118

(212) 332-8300