

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MCGRAW HILL LLC; BEDFORD, FREEMAN &  
WORTH PUBLISHING GROUP, LLC; PEARSON  
EDUCATION, INC.; and CENGAGE LEARNING,  
INC.,

Plaintiffs,

v.

RAUNI PUJOLS; YOHANES HSU; ROSA  
PINEDA; DELHI BOOKSTROE, INC.; JAE Y.  
CHOI; STEVEN MUN; and OZODBEK  
ABDULAZIZOV,

Defendants.

**Civil Action No. 20-cv-356-LJL-VF**

**AMENDED DEFAULT JUDGMENT,  
PERMANENT INJUNCTION, AND  
POST-JUDGMENT RELIEF ORDER**

LEWIS J. LIMAN, District Judge:

Plaintiffs McGraw Hill LLC (“McGraw Hill”), Pearson Education, Inc. (“Pearson”), and Cengage Learning, Inc. (“Cengage”) (collectively, “Plaintiffs”) initiated this action on January 15, 2020 against Doe Defendants. Compl., ECF No. 1. At the same time that they filed the Complaint, Plaintiffs filed an *Ex Parte* Application for Temporary Restraining Order, Order to Show Cause Why a Preliminary Injunction Should Not Issue, Order Authorizing Expedited Discovery, and Order Authorizing Alternative Service (the “Application”), which the Court granted on January 15, 2020. *Ex Parte* Order, ECF No. 17. Plaintiffs served the Doe Defendants by email with the original Complaint, Summons, *Ex Parte* Order, and papers filed in support of the Application. *See* Decl. of Service, ECF No. 16. After a show cause hearing, at which the Doe Defendants did not appear, the Court issued a Preliminary Injunction on February 12, 2020. Prelim. Inj., ECF No. 37. After conducting expedited discovery, Plaintiffs filed an Amended Complaint on October 9, 2020 (ECF No. 62), naming as defendants Rosa Pineda and Ozodbek Abdulazizov (hereinafter,

“Defendants”), amongst others.

Plaintiffs served the Amended Complaint and Summons on Defendant Abdulazizov by personal service on November 19, 2020, and by email on Defendant Pineda on January 20, 2021 (ECF No. 79) pursuant to the Court’s January 19, 2021 Order allowing continued service by email (ECF No. 78). No Defendant filed an Answer or otherwise responded to the Complaint or Amended Complaint.

On May 27, 2021, the Clerk of Court entered a Certificate of Default as to Defendants. Certificate of Default, ECF No. 82.

On September 29, 2021, Plaintiffs submitted a motion, memorandum of law, and a declaration in support of their request for a default judgment, a permanent injunction, and post-judgment relief (“Motion”) against Defendants pursuant to, *inter alia*, Rules 55(b) and 65(d) of the Federal Rules of Civil Procedure.<sup>1</sup> On June 29, 2022, Plaintiffs submitted an amended motion and memorandum of law and a supplemental declaration in support of the Motion. On July 26, 2022, the Court issued an Amended Opinion and Order granting in part Plaintiffs’ Motion.

Having reviewed the Amended Complaint, Plaintiffs’ papers filed in support of the Motion, and the entire record herein, the Court HEREBY FINDS that:

A. Plaintiffs are higher education publishers. Plaintiffs’ publications include physical and digital textbooks that are widely available in the United States to consumers and sold through direct sales channels and legitimate distributors and stores.

B. Defendants own and/or operate the following online storefronts:

(1) Cadabra Store (Amazon ID AP0XTDT85Z4EZ) operated by Defendant Pineda;

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<sup>1</sup> Plaintiffs’ Motion also pertained to defendant Rauni Pujols. However, Plaintiffs later reached a settlement agreement with Pujols pursuant to which Plaintiffs and Pujols sought entry of a separate stipulated judgment against him (ECF No. 91).

- (2) fatbooks (eBay URL <http://www.ebay.com/usr/fatbooks>) operated by Defendant Pineda;
- (3) jeskatbooks (eBay URL <http://myworld.ebay.com/jeskatbooks>) operated by Defendant Pineda;
- (4) West\_Books (Amazon ID A1BB2PUG3UKRNS) operated by Defendant Abdulazizov; and
- (5) mirah\_us2015 (eBay URL [https://www.ebay.com/usr/mirah\\_us2015](https://www.ebay.com/usr/mirah_us2015)) operated by Defendant Abdulazizov;

C. Defendants have been properly served in this action with the Complaint, Amended Complaint, and Summonses;

D. Because Defendants have not filed Answers or otherwise responded to the Complaint or Amended Complaint or otherwise appeared in this action, the Clerk of Court entered default against Defendants on May 27, 2021;

E. The Court has personal jurisdiction over Defendants pursuant to N.Y. C.P.L.R. §§ 302(a)(1);

F. Plaintiffs own or exclusively control the rights in copyright in and to their respective copyrighted works described on Appendix A;

G. Plaintiffs Cengage and McGraw Hill own all rights, title, and interest in and to their respective trademarks and service marks described on Appendix B (“Plaintiffs’ Authentic Marks”);

H. Defendants have willfully infringed Plaintiffs’ copyrights in the Authentic Works in connection with Defendants’ distribution of counterfeit copies of Plaintiffs’ textbooks, and Defendants are, therefore, liable for willful copyright infringement under federal law, 17 U.S.C. §§ 101, *et seq.*;

I. Defendants have willfully counterfeited Plaintiffs’ Authentic Marks by using in commerce, without Plaintiffs’ consent, counterfeit reproductions of Plaintiffs’ Authentic Marks in

connection with the sale, offering for sale, distribution, and/or advertising of counterfeit copies of Plaintiffs' textbooks, and Defendants are, therefore, liable for willful trademark counterfeiting under federal law, 15 U.S.C. § 1114;

J. Defendants' willful infringement of Plaintiffs' copyrights and Plaintiffs' Cengage and McGraw Hill's trademarks has caused such Plaintiffs irreparable harm;

K. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to the entry of a final judgment and permanent injunction against Defendants.

NOW, THEREFORE, IT IS HEREBY ORDERED, in accordance with Federal Rule of Civil Procedure 65(d), the Copyright Act, and the Lanham Act, that Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them, who receive actual notice of this Order, are permanently enjoined from directly or indirectly (1) infringing the copyrights owned or exclusively controlled by any of the Plaintiffs ("Plaintiffs' Copyrights"), i.e., such copyrighted works published under any of the imprints identified on Exhibit A to the Amended Complaint, attached hereto as Appendix C (the "Imprints"); and (2) infringing the trademarks owned or exclusively controlled by Plaintiffs Cengage or McGraw Hill ("Plaintiffs' Marks"), i.e., such trademarks associated with Cengage and McGraw Hill's Imprints.

Without limiting the foregoing, IT IS FURTHER ORDERED that Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them, who receive actual notice of this Order, are permanently enjoined from engaging in any of the following acts:

- 1) Copying, reproducing, manufacturing, importing, downloading, uploading, transmitting, distributing, selling, offering for sale, advertising, marketing, promoting, or otherwise exploiting any of Plaintiffs' Copyrights without Plaintiffs' express written authorization; or enabling, facilitating, permitting, assisting,

soliciting, encouraging, or inducing others to engage in such activities; and

- 2) Copying, reproducing, using in connection with manufacturing, importing, downloading, uploading, transmitting, distributing, selling, offering for sale, advertising, marketing, or promoting goods or services, or otherwise exploiting any of Plaintiffs' Marks without Plaintiffs' express written authorization; or enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to engage in such activities;

IT IS FURTHER ORDERED that, pursuant to 17 U.S.C. § 504(c)(2) and 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages against Defendants for their willful infringement as follows:

<b>Defendant</b>	<b>Plaintiffs</b>	<b>Copyright Damages/# of Works</b>	<b>Trademark Damages/# of Marks</b>	<b>Total Damages</b>
Rosa Pineda	Cengage and McGraw Hill	\$100,000 (1)	\$200,000 (3)	\$700,000
Ozodbek Abdulazizov	Cengage, McGraw Hill, and Pearson	\$7,000 (7)	\$22,000 (2)	\$93,000
<b>TOTAL</b>		<b>\$149,000</b>	<b>\$644,000</b>	<b>\$793,000</b>

IT IS FURTHER ORDERED that the stay to enforce a judgment imposed by Federal Rule of Civil Procedure 62(a) is hereby dissolved, and Plaintiffs may immediately enforce the judgment set forth herein.

IT IS FURTHER ORDERED that Defendants shall deliver to Plaintiffs for destruction all copies of Plaintiffs' textbooks, other copyrighted works, or derivative works thereof, that Defendants have in their possession, custody, or control, and all devices by means of which such copies have been created, pursuant to 17 U.S.C. § 503.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the parties and the subject matter of this litigation for the purpose of interpretation and enforcement of this Permanent Injunction.

IT IS FURTHER ORDERED that the Clerk of Court is hereby directed to release the

\$4,000 cash bond, posted in accordance with the *Ex Parte* Order, to Plaintiffs by sending it to their attorneys of record, Oppenheim + Zebrak, LLP, at 4530 Wisconsin Avenue, NW, 5th Floor, Washington, DC 20016.

FINAL JUDGMENT is hereby entered in favor of Plaintiffs against Defendants Rosa Pineda and Ozodbek Abdulazizov in the total amount of \$793,000, as described above, plus post-judgment interest calculated at the rate set forth in 28 U.S.C. § 1961.

It is SO ORDERED this   1st   day of   August  , 2022   .



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HON. LEWIS J. LIMAN  
United States District Judge

**Appendix A – Copyrights Infringed**

<b>ISBN</b>	<b>Publisher</b>	<b>Title</b>	<b>Copyright Registration</b>
9781305261105	Cengage	Basics Of Research Methods For Criminal Justice And Criminology, 4th	TX 8-027-615
9781305865785	Cengage	Intentional Interviewing & Counseling: Facilitating Client Development In A Multicultural Society, 9th	TX 8-389-403
9780073534343	McGraw Hill	Effective Group Discussion, Theory And Practice, 14th	TX 7-562-529
9781259235702	McGraw Hill	Essentials Of Economics, 10th	TX 8-278-999
9780077835422	McGraw Hill	Essentials Of Investment, 10th	TX 8-279-004
9781259709074	McGraw Hill	Marketing, 6th	TX 8-534-400
9780073523910	McGraw Hill	The Art Of Public Speaking, 12th	TX 8-003-528
9780134205588	Pearson	Essentials Sociology, 12th	TX 8-232-933
9780134061641	Pearson	Ethical Legal Professional Issues Counseling, 5th	TX 8-122-054
9780133919783	Pearson	Financing Education In A Climate Of Change, 12th	TX 8-050-106
9780321982384	Pearson	Linear Algebra, 5th	TX 8-028-767
9780134606996	Pearson	Using MIS, 10th	TX 8-538-336

**Appendix B – Trademarks Infringed**

<b>Publisher</b>	<b>Trademark</b>	<b>Trademark Registrations</b>
Cengage	CENGAGE LEARNING	3,603,376
McGraw Hill	MCGRAW HILL	2,899,528
McGraw Hill	MCGRAW HILL EDUCATION	4,664,267

### Appendix C - Imprints

<b>CENGAGE LEARNING, INC.</b>
Brooks Cole Cengage Cengage Learning Course Technology Delmar Gale Heinle Milady National Geographic Learning South-Western Educational Publishing Wadsworth
<b>MCGRAW HILL LLC</b>
Irwin Lange McGraw-Hill McGraw-Hill Education McGraw-Hill Higher Education McGraw-Hill Professional McGraw-Hill Ryerson McGraw-Hill/Appleton & Lange McGraw-Hill/Contemporary McGraw-Hill/Dushkin McGraw-Hill/Irwin McGraw Hill NTC/Contemporary Osborne Schaum's
<b>PEARSON EDUCATION, INC.</b>
Addison Wesley Adobe Press Allyn & Bacon Benjamin Cummings Brady Cisco Press Financial Times Press/FT Press IBM Press Longman New Riders Press Peachpit Press Pearson Pearson Education Que Publishing Sams Publishing