

# KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

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February 4, 2020

**Via ECF**

Hon. Valerie E. Caproni  
United States District Court for the Southern  
District of New York  
40 Foley Square, Room 240  
New York, NY 10007

Re: *Chronicle Books, LLC v. Audible, Inc.*, No. 1:19-cv-07913-VEC

Dear Judge Caproni:

We represent the plaintiffs in the above-referenced litigation. Please find enclosed a [Proposed] Stipulated Consent Permanent Injunction (“Permanent Injunction”) that also requests dismissal with prejudice. As previously indicated in Ms. Reisbaum’s January 13, 2020 letter to the Court, Dkt. 68, the parties have resolved their dispute. As part of that resolution, the parties respectfully request the Court enter the Permanent Injunction to effectuate the parties’ agreed-upon resolution.

Sincerely,



Dale Cendali, P.C.

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

CHRONICLE BOOKS, LLC; HACHETTE  
BOOK GROUP, INC.; HARPERCOLLINS  
PUBLISHERS LLC; MACMILLAN  
PUBLISHING GROUP, LLC; PENGUIN  
RANDOM HOUSE LLC; SCHOLASTIC  
INC.; AND SIMON & SCHUSTER, INC.,

Plaintiffs,

v.

AUDIBLE, INC,

Defendant.

No. 19 Civ. 7913 (VEC)

**[PROPOSED] STIPULATED CONSENT PERMANENT INJUNCTION AND  
DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Chronicle Books, LLC; Hachette Book Group, Inc.; HarperCollins Publishers LLC; Macmillan Publishing Group, LLC; Penguin Random House LLC; Scholastic Inc.; and Simon & Schuster, Inc. (collectively, “Publishers”), on the one hand, and Defendant Audible, Inc. (“Audible”), on the other hand, that this Consent Permanent Injunction (the “Permanent Injunction”) be entered in the present action as set forth below without further notice or process:

WHEREAS, Publishers are book and audiobook publishers responsible for developing, publishing, distributing, and marketing literary works;

WHEREAS, Publishers are the owners or exclusive licensees of copyrights, including United States digital text rights, in and to certain of those literary and audiobook works (“Publishers’ Works”), including but not limited to the works identified in Paragraph 36 of the Complaint (Dkt. No. 1);

WHEREAS, Audible distributes audiobook versions of certain of Publishers’ Works;

WHEREAS, Audible created a service, called “Audible Captions,” that is capable of generating written text from the audiobook versions of Publishers’ Works and displaying that written text to Audible users;

WHEREFORE, upon the consent and request of Publishers and Audible, **IT IS HEREBY ORDERED, ADJUDGED, and DECREED THAT:**

1. Audible, and its officers, agents, servants, employees, and attorneys, and other persons and entities who are in active concert or participation with Audible, are permanently restrained, enjoined, and prohibited from creating, generating, reproducing, modifying, distributing, publishing, or displaying, without express authorization from the owners or exclusive licensees of the United States digital text rights, written text derived from the

audiobook versions of Publishers' Works for any product or service created or offered by Audible. This prohibition does not apply to any text in the public domain.

2. Audible, and its officers, agents, servants, employees, and attorneys, in each case solely in his, her, or its capacity as such and acting on behalf of Audible, are further permanently restrained, enjoined, and prohibited from (a) inducing or (b) knowingly and materially contributing to, any actor other than Audible in the creation, generation, reproduction, modification, distribution, publication, or display of written text derived from the audiobook versions of Publishers' Works, unless such actions are expressly authorized by the owners or exclusive licensees of the United States digital text rights. This prohibition does not apply to any text in the public domain.

3. No bond or posting of security is required in connection with the entry of this Permanent Injunction.

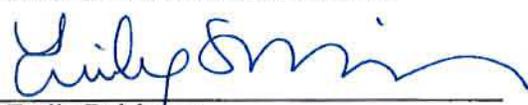
4. This matter is dismissed with prejudice, and the Court shall retain jurisdiction over any application to implement and/or enforce the terms of this Stipulation and Order and related settlement agreement.

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*Counsel for Defendant*

**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

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VALERIE E. CAPRONI  
United States District Judge