

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MCGRAW HILL LLC; BEDFORD, FREEMAN &  
WORTH PUBLISHING GROUP, LLC d/b/a  
MACMILLAN LEARNING; MACMILLAN  
HOLDINGS, LLC; CENGAGE LEARNING,  
INC.; ELSEVIER INC.; ELSEVIER B.V.; and  
PEARSON EDUCATION, INC.;

Plaintiffs,

v.

RADIUS INTERNATIONAL, INC.,

Defendant.

**Civil Action No. 21-cv-4325**

**JUDGE: Jorge L. Alonso**

**MAGISTRATE JUDGE: Jeffrey  
Cummings**

**STIPULATION OF DISMISSAL BY ALL PARTIES**

McGraw Hill LLC; Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning; Macmillan Holdings, LLC; Cengage Learning, Inc.; Elsevier Inc.; Elsevier B.V.; and Pearson Education, Inc. (collectively, “Plaintiffs”), and Radius International, Inc. (“Defendant”), have reached a confidential settlement agreement to resolve all claims and counterclaims in this action. Accordingly, Plaintiffs hereby stipulate and agree to the dismissal, with prejudice, of their claims against Defendant in this action, and Defendant hereby stipulates and agrees to the dismissal, with prejudice, of its counterclaims against Plaintiffs in this action. The parties will each bear their own attorney’s fees and costs. The settlement does not constitute an admission of liability by any party.

The parties request that Magistrate Judge Cummings or District Judge Alonso retain jurisdiction over this case for the purpose of hearing any dispute related to the settlement agreement until the settlement conditions are fully satisfied, which, in accordance with the settlement agreement, will be on or after February 7, 2024.

Dated: February 7, 2023

Respectfully submitted,

/s/ Michele H. Murphy  
Matthew J. Oppenheim (443698)  
Michele H. Murphy (445419)  
OPPENHEIM + ZEBRAK, LLP  
4530 Wisconsin Avenue NW, 5th Floor  
Washington, DC 20016  
202-480-2999 telephone  
866-766-1678 fax  
[matt@oandzlaw.com](mailto:matt@oandzlaw.com)  
[michele@oandzlaw.com](mailto:michele@oandzlaw.com)

Floyd A. Mandell (1747681)  
Jeffrey A. Wakolbinger (6297872)  
KATTEN MUCHIN ROSENMAN LLP  
525 W. Monroe Street  
Chicago, Illinois 60661  
312-902-5200 telephone  
312-901-1061 fax  
[floyd.mandell@kattenlaw.com](mailto:floyd.mandell@kattenlaw.com)  
[jeff.wakolbinger@kattenlaw.com](mailto:jeff.wakolbinger@kattenlaw.com)

*Attorneys for Plaintiffs*

/s/ Kevin R. Mosier

Kerry L. Timbers (MA BBO #552293)

Laura Greenberg-Chao (MA BBO # 650916)

Kevin R. Mosier (MA BBO #703739)

SUNSTEIN LLP

100 High Street, 20th Floor

Boston, MA 02110

Tel: 617-443-9292

Fax: 617-443-0004

[ktimbers@sunsteinlaw.com](mailto:ktimbers@sunsteinlaw.com)

[kmosier@sunsteinlaw.com](mailto:kmosier@sunsteinlaw.com)

[lgreenbergchao@henshon.com](mailto:lgreenbergchao@henshon.com)

Todd C. Jacobs (IL ARDC No. 6201358)

[tjacobs@bradleyriley.com](mailto:tjacobs@bradleyriley.com)

David M. Caves (IL ARDC No. 6292531)

[dcaves@bradleyriley.com](mailto:dcaves@bradleyriley.com)

BRADLEY RILEY JACOBS PC

500 W. Madison St., Suite 10000

Chicago, IL 60661-2559

Tel: +1 312 281 0295

*Attorneys for Defendant*

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**[PROPOSED] ORDER REGARDING DISMISSAL**

McGraw Hill LLC; Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning; Macmillan Holdings, LLC; Cengage Learning, Inc.; Elsevier Inc.; Elsevier B.V.; and Pearson Education, Inc. (collectively, “Plaintiffs”), and Radius International, Inc. (“Defendant”), have filed a Stipulation of Dismissal signed by all parties to this action dismissing all claims and counterclaims herein with prejudice, which accords Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Pursuant to the Stipulation of Dismissal, the parties have informed the Court that they have reached a confidential settlement agreement and agreed to the continuing jurisdiction of the Court over this matter.

Now, therefore, the undersigned will retain jurisdiction over this case for the purpose of hearing any disputes that may arise under the settlement agreement until February 7, 2024, or a

later date if the Court determines such date to be appropriate upon the motion of any party, or an earlier date if the parties jointly inform the Court that all settlement conditions have been satisfied prior to February 7, 2024.

Dated: \_\_\_\_\_, 2023

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