

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DELTA SIGMA THETA SORORITY, INC.)
1707 New Hampshire Avenue, NW)
Washington, DC 20009)

Plaintiff,)

v.)

Civil Action No.: 06 1993 (RMC)

DEREK & JAMAR PRODUCTIONS, LLC)
764 Gramatan Avenue)
Mt. Vernon, NY 10552)

Defendant.)
_____)

WAIVER OF SERVICE OF SUMMONS

[The Waiver Begins on the Next Page]

WAIVER OF SERVICE OF SUMMONS

TO: Gerard Brogdon, Esq.
Registered Agent for Service for Derek & Jamar Productions, LLC

I acknowledge receipt of your request that I waive service of a summons in the action of Delta Sigma Theta Sorority, Inc. v. Derek & Jamar Productions, LLC, which is case number 06-1993 RMC in the United States District Court for the District of Columbia. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me (stamped, self-address enveloped).

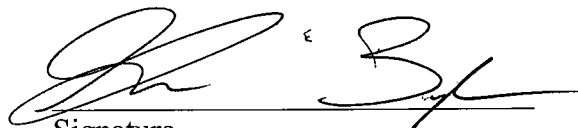
I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or Derek & Jamar Productions, LLC, on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

Derek & Jamar Productions, LLC will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court, except for objections based on a defect in the summons or in the service of the summons.

~~I understand that a judgment may be entered against Derek & Jamar Productions, LLC if an answer or motion under Rule 12 is not served upon you within 60 days after November 21, 2006.~~

CB

12-15-06
Date


Signature

~~Devarieste Curry~~ Gerard Brogdon

As: Counsel

Defendant, Derek & Jamar Productions, LLC
Of: ~~Plaintiff, Delta Sigma Theta Sorority, Inc.~~

DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

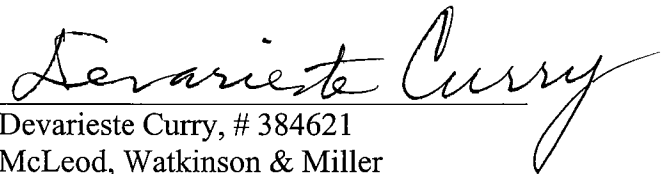
A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

Certificate of Service

I hereby certify that on December 28, 2006, I served a copy of the attached, Waiver of Service of Summons on defendant's, Derek & Jamar Productions, LLC, registered agent by U.S. mail, postage, prepaid as follows:

Gerard Brogdon, Esq.
Law Offices of Brogdon & Bunch
250 Fulton Avenue, Suite M200
Hempstead, NY 11550

Respectfully Submitted,



Devarieste Curry, # 384621
McLeod, Watkinson & Miller
One Massachusetts Avenue, Suite 800
Washington, D.C. 20001-0014

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202-408- 7763 (facsimile)
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