



HM Courts & Tribunals Service

Kevin Schlosser C/o Meyer Suozzi, English & Klein
990 Stewart Avenue
Suite 300
Garden City
NY 11530
USA

Date: 05 January 2019

Dear Sir/Madam

Re: Service of Foreign Process on

Foreign Process Section

ROYAL COURTS OF JUSTICE GROUP

Queen's Bench Division

Foreign Process Section

Room E16

Royal Courts of Justice

Strand, London

WC2A 2LL

DX 44450 Strand

T 020 7947 7772

F 0870 324 0025

E

ForeignProcess.RCJ@hmcts.gsi.gov.uk

Text Phone 18001 020 7947 7772

(Helpline for the deaf and hard of hearing)

www.hmcourts-service.gov.uk

Our ref: SFP 2018-26592

Your ref:

CERTIFICATE - ATTESTATION

The undersigned authority has the honour to certify, in conformity with article 6 of the Convention
L'autorite soussignée a l'honneur d'attester conformement a l'article 6 de ladite Convention.

1) that the document has been served the (date) 02 January 2019
que le demande a ete executee le (date)

-at (place, street, number) RM MEDIA LTD
-a (localite, rue, numero) CEO Nicholas Youngson
15 Church Road
Hale Village
LIVERPOOL
L24 4AY

- in one of the following methods authorised by article 5:

-dans une des formes suivantes prevues a l'article 5:

a) in accordance with the provisions of sub-paragraph (a) of the first paragraph of article 5 of the convention

selon les formes legales (article 5, alinea premier, lettre a)

b) in accordance with the following particular The documents were served by posting them
method selon la forme particuliere suivante through the letterbox at the company
address given.

c) by delivery to the addressee, who accepted it voluntarily
par remise simple

The documents referred to in the request have been delivered to:

Les documents mentionnes dans la demande ont ete remis a:

- (identity and description of person)

- (identite et qualite de la personne)

- relationship to the addressee (family, business or other)

- liens de parente de subordination ou autres avec

le desinataire de l'acts

2) that the document has not been served, by reason of the following facts:

que la demande n'a pas ete executee, en raison des faits suivants:

in conformity with the second paragraph of article 12 of the Convention, the applicant is requested to
pay the expenses details in the attached statement.

Conformement a l'article 12, alinea 2 de ladite Convention, le requerant est prie de payer ou de
rembourser les frais dont le detail figure au memoire ci-joint

Annexes

Documents returned

Pieces renvoyees

in appropriate cases, documents
establishing the service:

le cas echeant, les documents

justicatifs de l'execution:

Done at London

fait a

the 5 January, 2019

le

Signature and/or stamp:

Signature et/ou cachet:



ZURUCKSENDEN - TO RETURN

SUMMARY OF THE DOCUMENT TO BE SERVED

ÉLÉMENTS ESSENTIELS DE L'ACTE

Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, signed at The Hague, the 15th of November 1965 (Article 5, fourth paragraph).

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye le 15 novembre 1965 (article 5, alinéa 4).

Name and address of the requesting authority: Nom et adresse de l'autorité requérante :	Kevin Schlosser (kschlosser@msek.com) c/o Meyer, Suozzi, English, & Klein 990 Stewart Avenue, Suite 300 Garden City, NY 11530
---------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

Particulars of the parties*: Identité des parties* :	Meyer, Suozzi, English & Klein, P.C., v. Mathew K. Higbee, Esq., Nick Youngson, RM Media, Ltd., and Higbee & Associates.
----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

* If appropriate, identify and address of the person interested in the transmission of the document
S'il y a lieu, identité et adresse de la personne intéressée à la transmission de l'acte

JUDICIAL DOCUMENT**
ACTE JUDICIAIRE**

Nature and purpose of the document: Nature et objet de l'acte :	These documents are to provide notice to the defendant of the claims against it and that a response is required within 21 days from the date of service.
Nature and purpose of the proceedings and, when appropriate, the amount in dispute: Nature et objet de l'instance, le cas échéant, le montant du litige :	All defendants have established and engaged in a scheme to defraud users of the defendant's free images by falsely claiming copyright infringement, knowing no such claim exists as a matter of law.
Date and Place for entering appearance**: Date et lieu de la comparution** :	Within 21 days from the date of service, the defendant must file its response with The District Court, Eastern District of New York, 100 Federal Plaza Central Islip, NY 11722, electronically at http://www.uscourts.gov/courtrecords/electronic-filing-cmecf
Court which has given judgment**: Jurisdiction qui a rendu la décision** :	N/A
Date of judgment**: Date de la décision** :	N/A
Time limits stated in the document**: Indication des délais figurant dans l'acte** :	The defendant must respond within 21 days from the date of service. Otherwise, a default judgment may be entered against it.

** if appropriate / s'il y a lieu

EXTRAJUDICIAL DOCUMENT**
ACTE EXTRAJUDICIAIRE**

Nature and purpose of the document: Nature et objet de l'acte :	
Time-limits stated in the document**: Indication des délais figurant dans l'acte** :	

** if appropriate / s'il y a lieu

CIVIL COVER SHEET

ZURUCKSENDEN - TO RETURN
RETURN TO THE CLERK OF COURT

JS 44 (Rev. 12/12)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFF

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

(b) County of Residence of First Listed Plaintiff Nassau
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Meyer, Suozzi, English & Klein, P.C.
990 Stewart Avenue
Garden City NY 11530
(516) 741-6565

DEFENDANTS

MATHEW K. HIGBEE, Esq.,
NICK YOUNGSON,
RM MEDIA, LTD.,
And HIGBEE & ASSOCIATES

County of Residence of First Listed Defendant Orange County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes checkboxes for various legal categories like Insurance, Personal Injury, Real Property, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
17 U.S.C. §§ 101 et seq.

Brief description of cause: Declaratory judgment of non-infringement pursuant to Declaratory Judgment Act 28 U.S.C. §§ 2201 and 2202, the Copyright Laws of the United States, 17 U.S.C. §§ 101 et seq. and violation of N.Y. Gen. Bus. L. § 349.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 6/6/18 SIGNATURE OF ATTORNEY OF RECORD /s/ Kevin Schlosser

FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Kevin Schlosser, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$1,000,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason **The action seeks a declaratory judgment.**

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

No publicly held corporation owns 10% or more of Plaintiff's stock.

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? NO
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? YES
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? _____

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/ Kevin Schlosser

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of New York

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.,

Plaintiff(s)

v.

Mathew K. Higbee, Esq.,
Nick Youngson, RM Media, Ltd., and
Higbee & Associates,

Defendant(s)

Civil Action No. 18cv3353(ADS)(ARL)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Mathew K. Higbee, Esq.
1504 Brookhollow Dr.
Suite 112
Santa Ana, CA 92705

Nick Youngson
15 Church Road
Liverpool L24 4A7
England

RM Media, Ltd.
c/o Higbee & Associates
1504 Brookhollow Dr.
Suite 112
Santa Ana, CA 92705

Higbee & Associates
1504 Brookhollow Dr.
Suite 112
Santa Ana, CA 92705

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kevin Schlosser, Esq.
Meyer, Suozzi, English & Klein, P.C.
990 Stewart Avenue, Suite 300
Garden City, NY 11530-9194

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



DOUGLAS C. PALMER
CLERK OF COURT

Deanna Rodin

Signature of Clerk or Deputy Clerk

Date: 06/08/2018

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 18cv3353(ADS)(ARL)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.,

Plaintiff,

-against-

**MATHEW K. HIGBEE, Esq.,
NICK YOUNGSON,
RM MEDIA, LTD.,
And HIGBEE & ASSOCIATES,**

Defendants.

Docket No.:

COMPLAINT

Plaintiff Meyer, Suozzi, English & Klein, P.C., pro se, complaining of defendants Nicholas “Nick” Youngson, RM Media, Ltd., Mathew K. Higbee, Esq., and Higbee & Associates (collectively, the “Defendants”), alleges as follows:

NATURE OF ACTION

1. Plaintiff brings this action as one of the unsuspecting victims of a fraudulent scheme in which Defendants abuse the copyright laws by filing copyright registrations over effortless and mundane photographs, making the photos freely available on the internet for no charge so that Defendants can thereby catch innocent people unwittingly using the photos without an “attribution” that is requested on Defendants’ purposefully convoluted website where the photos are offered under “license,” and then, by using harassing scare tactics to extract money from their victims to “settle” purported copyright claims with the specter of statutory damages of up to \$150,000 to which Defendants know fully that they are not entitled.

2. Thus, upon information and belief, Defendants have conspired to orchestrate their fraudulent scheme through the following deceptive tactics, among others:

- a. An individual who reportedly lives in England takes photographs of common text printing.
- b. A copyright registration is filed with the United States Copyright Office for the subject photos.
- c. The photos are then made available on the internet, and easily found through the use of common search terms of the text in the photos, for anyone to copy the photos and use such in whatever manner and for whatever purpose they wish, including for commercial use.
- d. On the website page where the photo is found, no charge or any fee is requested for use of the photo as it appears, as Defendants know that no one would actually pay any meaningful money for such mundane photos, yet Defendants have used this scheme to extract thousands of dollars from unsuspecting victims as further described herein.
- e. The website from which the photos can be easily copied has a convoluted configuration by which the user would be forced to “click” through a series of different pages and websites to try to decipher who is really entitled to the so-called copyright, under what terms the photos can be used, what the “license” agreement is, who the actual licensor is, what the attribution requested is and what connection the attribution has to the copyright owner, if any, none of which is clearly set forth or even decipherable on careful study.
- f. The deceptive website indicates the license is automatically given to the user, but then requires the user to “click” through a series of hyperlinks that lead to a third-party website where there is a different form of “license.”

- g. Although on the original website where the photo is located, the photo is offered free under license, there is also a free “shared” *form* of license agreement on an entirely different page and website (published by an independent company having nothing to do with these photos or the copyrights) that does not even contain the names of the parties to that form of license or any place in which either party can sign or agree to the terms.
- h. In their pursuit of catching innocent victims, Defendants then troll the internet by using precise search criteria tied to the photos so that they can easily monitor who has copied the photos on the internet.
- i. Once Defendants identify someone who has used the photo(s) and unwittingly failed to include the “attribution” that is requested on the convoluted website, Defendants launch their extortionate tactics to harass, intimidate and scare the user into paying thousands of dollars.
- j. Although, in the website maze in which the photos appear, a party called “Blue Diamond Gallery” is purportedly making the photos available, Defendants do not purport to assert claims on behalf of “Blue Diamond Gallery” or the individual who filed the actual copyright registration, or the entity for which an attribution is requested. (On the website where the photo appears, there is no explanation of who or what “Blue Diamond Gallery” is or what connection it has to the photos or any copyrights.)
- k. As part of their extortionate tactics, Defendants send threatening letters through use of a California lawyer and law firm to the unsuspecting victims demanding thousands of dollars to “settle,” claiming that the use of the photo constitutes copyright infringement and thereby exposes the user to statutory damages of up to \$150,000.

- l. Defendants' demand letter does not provide any factual basis under which damages of up to \$150,000 would ever be awarded.
- m. In fact, contrary to the assertions in the demand letter, there is no copyright infringement under the circumstances because the photos are freely made available to the user under a "license," which thereby precludes a claim for copyright infringement and simply renders the use subject to a mere alleged claim of breach of the "license," for which no such "statutory damages" are available and for which no actual damages can be proved, certainly not the thousands of dollars deceptively demanded by Defendants.
- n. Defendants then continue their harassing conduct by repeatedly attempting to extract some form of "settlement" money from their victims, including threatening suit, or in some instances, bringing suit and then quickly settling and/or dismissing such suits.

3. As a result of the foregoing, Plaintiff brings this action for a declaratory judgment, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, determining and declaring that (a) Defendants have no legitimate claim for copyright infringement because Plaintiff did not infringe as a matter of law, and (b) Defendants have no cognizable or recoverable damages for breach of contract or otherwise.

4. Plaintiff also seeks relief, including damages, for Defendants' false, fraudulent and deceptive practices, which violate N.Y. Gen. Bus. L. § 349.

PARTIES AND JURISDICTION

5. Plaintiff is a professional corporation duly organized and authorized to do business in the State of New York, with a place of business at 990 Stewart Avenue, Suite 300, Garden City, New York 11530.

6. Upon information and belief, Defendant Nick Youngson is a natural person who resides in the United Kingdom and who claims to be photographer by trade.

7. Upon information and belief, Defendant RM Media, Ltd. is a foreign business entity that operates out of the United Kingdom.

8. Upon information and belief, Defendant Mathew K. Higbee is a natural person, and an attorney licensed under the laws of the State of California.

9. Upon information and belief, Defendant Higbee & Associates (the "Firm") is a law firm with a principal place of business in and formed under the laws of the State of California.

10. Upon information and belief, the Firm is the agent for and conducts business through and on behalf of Defendant RM Media, Ltd., including in and throughout the United States, including the State of New York.

11. An actual, antagonistic and justiciable controversy now exists between Plaintiff and Defendants with respect to which Plaintiff is entitled to have a declaration of its rights and protections, as well as relief, from Defendants' unlawful conduct.

12. This Court has original jurisdiction pursuant to Title 28 of the United States Code, Section 1338(a) (federal question) because this action arises under the Copyright laws of the United States (17 U.S.C. §§ 101 et seq.), and pursuant to the Declaratory Judgment Act (28 U.S.C. §§ 2201 and 2202).

13. This Court has personal jurisdiction over Defendants because they are doing business, and/or transacting business within and directed to New York, and Plaintiff's claims herein arise from those activities.

14. At all relevant times hereto, Defendants' acts and practices occurred in and throughout the United States, including in the State of New York.

15. Defendants' wrongful acts and practices, including those upon which the claims herein are based, have crossed into and taken place in the State of New York.

16. At all times relevant herein, upon information and belief, Defendants have acted in concert with each other, with the knowledge and participation of each other, to commit the wrongful acts alleged herein.

17. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the alleged events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action, is situated in this Judicial District.

FACTS

18. On or about December 26, 2017, Plaintiff published, on one of its blogs, an article (the "Article").

19. To accompany the Article, Plaintiff's marketing personnel used a generic stock photograph (the "Image") from a website offering "[t]he burden-of-proof *free* pictures for your web site." (Emphasis added.).

20. The Image was "offered" by the Blue Diamond Gallery and hosted on the following website page: <http://thebluediamondgallery.com/b/burden-of-proof.html> (the "Blue Diamond Website").

21. Copies of the Blue Diamond Website and other related web pages, where the Image was "offered," are annexed hereto as Exhibit 1.

22. On February 5, 2018, Plaintiff received a letter from Defendants, dated January 30, 2018 ("Demand I").

23. Immediately upon receiving Demand I, Plaintiff removed the Image from its website and discontinued such use.

24. Plaintiff has received no monetary benefit from the Image.

25. Any failure by Plaintiff to provide any attribution with the Image was inadvertent, innocent and unintentional.

26. Any failure to provide any attribution with the Image has not resulted in any monetary or other known damage to any of the Defendants.

27. In Demand I, Defendants Higbee and the Firm claimed to represent Defendant RM Media concerning the Image.

28. The Image is a copyrighted work registered to Defendant Youngson.

29. In Demand I, Defendants falsely contended that Plaintiff had infringed Defendant RM Media's alleged copyright in the Image and that "[i]f forced to go to court, [Defendants] will ask for the maximum relief possible, which may include statutory damages under 17 U.S.C. ¶ [sic] 504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement."

30. In Demand I, Defendants referenced an already-established online collection account associated with Plaintiff to which payments were to be immediately made.

31. In making these allegations against Plaintiff, Defendants did not set forth a good faith basis to believe that Plaintiff's use of the Image constituted copyright infringement.

32. In fact, Defendants sent Demand I to Plaintiff knowing that there was no claim of copyright infringement as a matter of law because the Image was offered under license for free including for commercial purposes.

33. In Demand I, Defendants attempted to extract a "settlement" of \$5,280 from Plaintiff without ever explaining how Defendants arrived upon that amount, what the basis for such amount could be, or any other explanation.

34. Upon information and belief, Defendants sent Demand I to Plaintiff as a means of harassing and intimidating Plaintiff into thinking that it was exposed to such significant damages, even though Defendants knew full well that there was no legal basis for their claim.

35. Though Demand I provides that Plaintiff had thirty (30) days to respond, in furtherance of their intimidation tactics, Defendants sent multiple communications to Plaintiff within that time that were harassing and threatening.

36. On February 13, 2018, Plaintiff responded to Defendants, informing them of the inherent flaws in their claim, the innocent and *de minimus* nature of the use of the Image, that Plaintiff had discontinued use of the Image and considered the matter closed, and requested that Defendants likewise consider the matter closed.

37. Defendants thereafter sent additional emails and repeatedly called Plaintiff to extract money from Plaintiff, by falsely claiming copyright infringement and demanding thousands of dollars.

38. Defendants then sent an escalated communication dated May 9, 2018, which Plaintiff received on May 22, 2018, which included a purported draft of a civil complaint (“Demand II”).

39. In Demand II, Defendants falsely claimed again that Plaintiff “engaged in copyright infringement when it posted [the] client’s copyrighted image on its website without a valid licensing agreement.”

40. However, Defendants were fully aware that the Image was made available by license (albeit in the convoluted and confusing websites that Defendants used to trap unsuspecting victims of its fraudulent and deceptive scheme).

41. In Demand II, Defendants again claimed that they are “entitled to recover Statutory damages of up to \$150,000 for each infringement and may also recover attorney fees and court costs. *See* 17 U.S.C. §§ 504 & 505.”

42. Demand II stated that the “offer will be open for fifteen (15) days from the date of [the] letter, after which our client has instructed us to file the enclosed Complaint and seek damages to the full extent of the law.”

43. Upon information and belief, Defendants falsely and strategically claimed entitlement to the maximum statutory damages, emphasized the discretionary fees and cost, and marked Demand II with a period of urgency, to further pressure, intimidate, and frighten Plaintiff into immediately paying the requested settlement amount.

44. Defendants’ assertions of copyright infringement are false and deceptive for various reasons, including, but not limited to, the fact that the Image was “offered” expressly under license, and thus, Plaintiff had a license and did not infringe the copyright as a matter of law.

45. Defendants are also guilty of fraudulent business practices in violation of N.Y. Gen. Bus. L. § 349, for various reasons, including, but not limited to numerous wrongful and deceptive acts as further set forth herein, including as alleged above and as follows:

- a. promoting the Image as “free,” with no restriction on access and no requirement to agree to terms before use, with the intent that it be so used;
- b. trolling the Internet for users of the Image with intent to trap innocent and unsuspecting victims, whom Defendants could then intimidate into unjustifiably paying thousands of dollars;

- c. sending demand letters falsely claiming that Plaintiff does not have a license to use the Image and that Plaintiff infringed the Image copyright, while knowing fully that there is no infringement as a matter of law because the Image was “offered” under a license; and
- d. sending the aforementioned demand letters with the intent and purpose to threaten and intimidate Plaintiff into paying money that the Defendants are not entitled to, while knowing fully that there was no good faith basis to believe any claim existed.

FIRST CLAIM FOR RELIEF
(For Declaratory Judgment of Non-Infringement)

46. Plaintiff repeats and re-alleges each of the allegations of this complaint as though fully set forth herein.

47. There is a substantial controversy between Plaintiff and Defendants, and they have adverse legal interests of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

48. By reason of Defendants’ wrongful allegations of infringement and other wrongdoing committed by Defendants as alleged herein, a declaratory judgment is necessary to resolve, clarify and settle the respective rights and legal positions of the parties.

49. As such, the Court should issue a declaratory judgment that (a) Plaintiff’s use of the Image under license does not constitute copyright infringement as a matter of law, and (b) Defendants cannot sustain any claim for breach of contract (any license) because there are no resulting damages.

SECOND CLAIM FOR RELIEF
(For Defendants’ violation of N.Y. Gen. Bus. L. § 349)

50. Plaintiff repeats and re-alleges each of the allegations of this complaint as though fully set forth herein.

51. By reason of the Defendants' deceptive practices of attempting to extort money from Plaintiff under false claims of copyright infringement and as more fully described in this complaint, the Defendants have violated N.Y. Gen. Bus. L. § 349 and thus, Plaintiff is entitled to damages from Defendants, jointly and severally, in an amount established at trial.

WHEREFORE, Plaintiff Meyer, Suozzi, English & Klein, P.C., respectfully requests judgment as follows:

1) Issuing a declaratory judgment that (a) Plaintiff's use of the Image under license does not constitute copyright infringement as a matter of law, and (b) Defendants cannot sustain any claim for breach of contract (the license) because there are no resulting damages.

2) Awarding Plaintiff damages against Defendants, jointly and severally, including Plaintiff's full costs of this litigation, including reasonable attorneys' fees as provided for in 17 U.S.C. § 505 and N.Y. Gen. Bus. L. § 349(h); and

3) Awarding Plaintiff such other relief as this Court may deem just and proper.

Dated: Garden City, New York
June 6, 2018

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

Pro Se

By: /s/ _____

Kevin Schlosser

990 Stewart Avenue, Suite 300

Garden City, New York 11530-9194

Tel.: (516) 741-6565

kschlosser@msek.com

EXHIBIT 1

important - Please Read

Close

The images on this site offered under a Creative Commons Attribution-ShareAlike license may be used for free including for commercial purposes subject to the terms of the license. Should you not be familiar with Creative Commons licenses including their attribution requirements then please read the license here

The Blue Diamond Gallery

The burden-of-proof free pictures for your web site

Advert



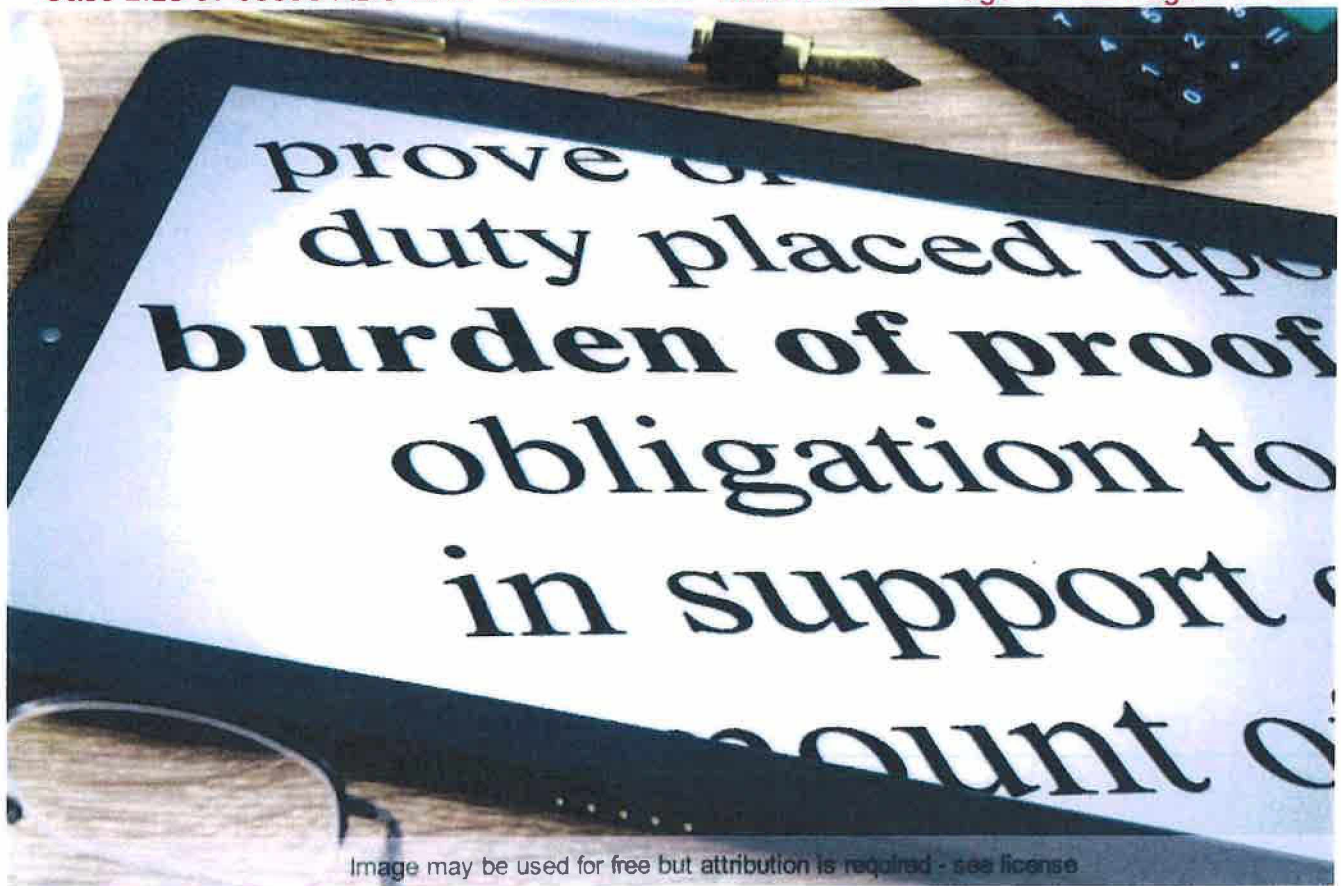
High Quality Images
all at Low Low Prices

NYP photographic

Search

The image below related to the word burden-of-proof is licensed by it's creator under a Creative Commons Attribution-ShareAlike license which permits the free use of the image for any purpose including commercial use and also permits the image to be modified, attribution required, see license details below and [FAQ](#).

Please ensure the license and image size are suitable for your use, alternatively you can purchase the original full size image on a rights managed license for a few dollars from [AlphaStockImages.com](#) [here](#)



[CC BY-SA 3.0 Nick Youngson / Alpha Stock Images](#)

Burden of Proof definition.

Burden of Proof synonyms

DETAILS:

Title: Burden of Proof

File size: 105 KB

Free License permits: Sharing, copying and redistributing in any medium or format including adapting, remixing, transforming, and burden-of-proofing upon the material for any purpose, even commercially. Attribution required.

License: Creative Commons 3 - [CC BY-SA 3.0](#)

Required attribution: Alpha Stock Images - link to - <http://alphastockimages.com/>

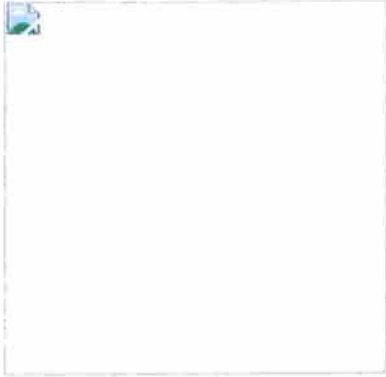
Original Author: Nick Youngson - link to - <http://nyphotographic.com/>

Original Image: <http://www.thebluediamondgallery.com/b/burden-of-proof.html>

Should the above licence or the size of the image not be suitable for your use then you can purchase the original full size image on a rights managed basis at [here](#) for a few dollars.

ORIGINAL PREMIUM IMAGES

You may also be interested in one of these series of original premium images;



Dictionary image with a choice of hundreds of words for just \$9.95.

[Click here to view full selection](#)



Handwriting image with a choice of hundreds of words for just \$9.95.

[Click here to view full selection](#)



Highway sign image with a choice of hundreds of words for just \$9.95.

[Click here to view full selection](#)



Word Cloud image with a choice of hundreds of words for just \$9.95.

[Click here to view full selection](#)

Advert



The banner features the Dreamstime logo on the left, which includes the text "dreamstime" in a stylized font and "SIMPLY GREAT STOCK" below it. To the right of the logo is a large, detailed image of a blue moon. Further right is a white search bar containing the text "Search 74 million images" and a magnifying glass icon on a red background.

ABCDEFGHIJKLMNOPQRSTUVWXYZ

[Terms and Conditions](#)

[FAQ](#)

[Privacy Policy](#)

Copyright 2017 RM Media Ltd t/a AlphaStockImages.com



Creative Commons License Deed

Attribution-ShareAlike 3.0 Unported (CC BY-SA 3.0)



This is a human-readable summary of (and not a substitute for) the [license](#).

You are free to:

Share — copy and redistribute the material in any medium or format

Adapt — remix, transform, and build upon the material

for any purpose, even commercially.

The licensor cannot revoke these freedoms as long as you follow the license terms.

Under the following terms:

Attribution — You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.

ShareAlike — If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.

No additional restrictions — You may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

Notices:

You do not have to comply with the license for elements of the material in the public domain or where your use is permitted by an applicable exception or limitation.

No warranties are given. The license may not give you all of the permissions necessary for your intended use. For example, other rights such as publicity, privacy, or moral rights may limit how you use the material.



Creative Commons Legal Code

Attribution-ShareAlike 3.0 Unported



CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined below) for the purposes of this License.
- c. **"Creative Commons Compatible License"** means a license that is listed at <https://creativecommons.org/compatiblelicenses> that has been approved by Creative Commons as being essentially equivalent to this License, including, at a minimum, because that license: (i) contains terms that have the same purpose, meaning and effect as the License Elements of this License; and, (ii) explicitly permits the relicensing of adaptations of works made available under that license under this License or a Creative Commons jurisdiction license with the same License Elements as this License.
- d. **"Distribute"** means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- e. **"License Elements"** means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, ShareAlike.
- f. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

- g. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- h. **"Work"** means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- i. **"You"** means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- j. **"Publicly Perform"** means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.
- k. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

2. Fair Dealing Rights. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
- b. to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";
- c. to Distribute and Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.
- e. For the avoidance of doubt:
 - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
 - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,

- iii. **Voluntary License Schemes.** The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(c), as requested.
- b. You may Distribute or Publicly Perform an Adaptation only under the terms of: (i) this License; (ii) a later version of this License with the same License Elements as this License; (iii) a Creative Commons jurisdiction license (either this or a later license version) that contains the same License Elements as this License (e.g., Attribution-ShareAlike 3.0 US); (iv) a Creative Commons Compatible License. If you license the Adaptation under one of the licenses mentioned in (iv), you must comply with the terms of that license. If you license the Adaptation under the terms of any of the licenses mentioned in (i), (ii) or (iii) (the "Applicable License"), you must comply with the terms of the Applicable License generally and the following provisions: (I) You must include a copy of, or the URI for, the Applicable License with every copy of each Adaptation You Distribute or Publicly Perform; (II) You may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License; (III) You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform; (IV) when You Distribute or Publicly Perform the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of the Applicable License.
- c. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv) , consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(c) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of

these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

- d. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

- a. Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of the License.

Creative Commons may be contacted at <https://creativecommons.org/>.

Return Address:
Foreign Process Section
Room E16
Royal Courts of Justice
Strand
London WC2A 2LL

RECEIVED

2019 JAN 16 AM 8: 57

M. O'NEILL & K., PS.