

Exhibit E



Fax to : (415) 908-3833. Attn: Yelp Legal Support, DMCA Complaints

Dear Yelp Legal Support:

The link <http://www.yelp.com/biz/stacy-makhnevich-dds-new-york> on your site www.yelp.com publishes specific content.

The copyright to this content is owned by me. The content was apparently uploaded by a patient of ours, Robert Lee of Huntingtown, MD. It is my policy that patients in my practice sign an agreement which prohibits publications/postings referring to myself and/or the practice. In return, the patient receives additional privacy protections. This agreement is executed prior to my treating the patient. In addition, if the patient does upload a posting, the agreement assigns exclusive copyright to me just after creation and prior to publication.

Consequently, the facts support that I am the proper assignee of exclusive contractual rights to copyright to that content.

As the August 24 and August 25, 2011 posting on your website concerning our corporate practice and Dr Stacy Makhnevich was uploaded by a disgruntle patient which I am able to provide you with the specific agreement executed by the person posting on your website demonstrating assignment of copyright. If you require, I will sign an affidavit stating the above facts to be true. I have already provided you with a copy of the contractual rights signed by the original poster. (attached).

The Digital Millennium Copyright Act ("DMCA") provides safe harbor to Internet Service Providers who expeditiously remove unauthorized posting of copyrighted material once notified. Please accept this as formal notification. You are probably well aware of the potential penalties associated with losing safe harbor status, so I will not repeat them here. Further, DMCA enables an administrative subpoena (Section 512(h)) to assist me in identifying the original poster who directly uploaded copyright protected content without authorization. The original poster identity is established to be Robert Allen Lee of Huntingtown, MD.

At this point, I just want the post taken down. I appreciate your assistance in expeditiously resolving the matter. If the content is not taken down within the next two days, I will consider coordinating with counsel to implement any and all remedies allowable by law.

Sincerely,

Jameica Smith on behalf of the Corporate Practice

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405 Lexington Ave.
New York, NY 10177
Phone: (646) 434-1014
Fax: (646) 434-1014

Dr. Stacy Makinevich
110 Chrysler Building, 6th Fl.
Lobrex Ave, 6th Fl.
New York, NY 10174

MUTUAL AGREEMENT TO MAINTAIN PRIVACY

Dr. _____ and _____ (insert name of Dentist and corporate entity) (collectively labeled "Dentist") agree to maintain Privacy of _____ ("Patient") as outlined in the HIPAA form. The Dentist takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Federal and State privacy laws are complex. Unfortunately, some dental offices try to find loopholes around these laws. For example, HIPAA forbids dentists from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without authorization. Some dental practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Dentist believes this is improper and may not be in the patients' best interest. Accordingly, Dentist agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, Dentist will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly or indirectly publishing or airing commentary upon Dentist and his practice, expertise and/or treatment - the sole exceptions being communication to a confidential dental peer review body; to another healthcare provider; to a licensed attorney; to a governmental agency, in the context of a legal proceeding; or unless mandated by law. Publishing is intended to include attribution by name, by pseudonym, or anonymously. If Patient does prepare commentary for publication about Dentist, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Dentist for any written, pictorial, and/or electronic commentary. This assignment is in further consideration for additional privacy protections provided by Dentist. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Dentist has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon the Dentist; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Dentist's practice.

Dentist feels strongly about Patients' privacy as well as the practices' right to control its public image and privacy. Both Dentist and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via Internet, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable (and fully survive) for a period of the longer of (a) five years from Dentist's last date of service to Patient; or (b) three years beyond any termination of the Dentist-Patient relationship. As a matter of office policy, Dentist is requiring all patients in its practice sign the Mutual Agreement to Maintain Privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Dentist's patients.

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Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

SO AGREED THIS 4 DAY OF NOV, 2000 Dr. Lee (PATIENT)

Class
Driver's License DL

LIC #:
ROBERT ALLEN LEE

BIRTH DATE:
EXPIRES:
Sex: HY HT: WT:
Race: Type:
Issue Date:



Stacy Makhnevich, DDS

1 review

Category: Dentists

405 Lexington Ave

F109

(between 42nd St & 43rd St)

New York, NY 10017

Neighborhood: Midtown East

(212) 697-4400

Nearest Transit:

Grand Central - 42 St (7, 7X)

Grand Central - 42 St (4, 5, 6, 6X)

Grand Central - 42 St (6)

By Appointment Only: Yes

One review for Stacy Makhnevich, DDS

All Reviews

Robert L.
Manhattan, NY

Updated - 8/26/2011

Diana this is not the proper place to discuss this. Please call me. Or better yet, have Dr. Makhnevich call me. I have been trying since March to talk to her. You have the number.

And for anyone confused by Diana's response above, I paid my bill in full \$4788 the same month as services rendered, Nov. 2010. It is now 8 months later.

"The Principles of Ethics and Code of Professional Conduct of the New York State Dental Association" states on Page 5 Section 1-B Paragraphs 3 & 4 that the dentist may not charge more than 75 cents per page for records and must provide them within 10 days of receiving a written request

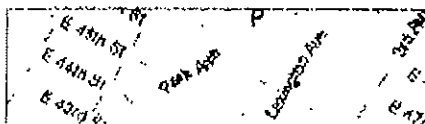
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8/24/2011

First to Review

Avoid at all cost! Scamming their customers! Overcharged me by about \$4000 for what should have been... Read more »

(3 Filtered)





Fax to : (415) 908-3833. Attn: Yelp Legal Support, DMCA Complaints

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405 Lexington Ave.
New York, NY 10174
Phone: (646) 434-1014
Fax: (646) 434-1014

Dr. Stacy Makneovich
The Chiropractic Center
1010 Ave. 47th St
Ft. York, NY 10174
Dr.

MUTUAL AGREEMENT TO MAINTAIN PRIVACY

and _____ (insert name of Dentist and corporate entity) (collectively labeled "Dentist") agree to maintain Privacy of _____ ("Patient") as outlined in the HIPAA form. The Dentist takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

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SO AGREED THIS 11 DAY OF NOV, 2010 Dr. Makneovich (PATIENT)



Class

Driver's License

LIC #

OB ALLEN LEE

(1) TE

EXPRES

Sex

HT

WT

Rash

Type

Issue Date



Stacy Makhnevich, DDS

1 review

Category: Dentists

405 Lexington Ave

F189

(between 42nd St & 43rd St)

New York, NY 10017

Neighborhood: Midtown East

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Grand Central - 42 St (4, 6, B, BX)

Grand Central - 42 St (S)

By Appointment Only: Yes

One review for Stacy Makhnevich, DDS

All Reviews



Robert L.
Manhattan, NY

Updated - 8/25/2011

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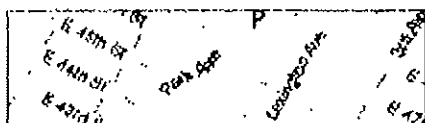
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8/24/2011 First to Review

Avoid at all cost! Scamming their customers! Overcharged me by about \$4000 for what should have been... Read more »

(3 Filtered)



Aster Dental

Jameico

!!!

attn



Fax to (925)905-4552 , Attn: DoctorBase Legal Support, DMCA Complaints
Copyright Infringement

September 13, 2011

Dear DoctorBase Legal Support,

As we have previously disclosed to you in our Copyright Infringement Statement dated September 7, 2011, we are the proprietors of all copyright in a work entitled "Patient Review. Review by Bob" (The "Work"). We have reserved all rights in the Work, which was first expressed in material form on November 04, 2010 between Robert Lee of Huntingtown, MD and our corporate practice. All commentaries by Robert Lee, after creation and prior to publication, are copyrighted materials that belong to our corporate practice.

It has come to our attention that The Work entitled to our Corporate Practice has been republished by you on September 12, 2011. Permission was neither asked nor granted to reproduce our Work and your publications therefore constitutes infringement of our rights. In terms of the Copyright Statutes, we are entitled to an injunction against your continued infringement, as well as to recover damages from you for the loss we have suffered as a result of your infringing conduct.

In the circumstances, we demand that you immediately:

1. remove all infringing content and notify us in writing that you have done so:

To North East Corp Legal
Parkwest Finance Station
PO Box 21023
New York, NY 10025

2. immediately cease the use and distribution of copyrighted material;
3. deliver-up for destruction all unused or undistributed copies;
4. undertake in writing to desist from using any of our copyrighted Work in future without prior written authority from us.

We await to hear from you by no later than close of business on September 19th, 2011.

This is written without prejudice to our rights, all of which are hereby expressly reserved.

Yours faithfully,
Jamelca Smith, Corporate Practice

**Aster Dental**

Fax to :925-905-4552, Attn: DoctorBase Legal Support, DMCA Complaints

Dear Doctorbase Legal Support:

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The copyright to this content is owned by me. The content was apparently uploaded by a patient of ours, Robert Lee of Huntingtown, MD. It is my policy that patients in my practice sign an agreement which prohibits publications/postings referring to myself and/or the practice. In return, the patient receives additional privacy protections. This agreement is executed prior to my treating the patient. In addition, if the patient does upload a posting, the agreement assigns exclusive copyright to me just after creation and prior to publication.

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Sincerely,
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409 Madison Ave
New York, NY 10174
Phone: (212) 444-1014
Fax: (212) 444-1014

Dr. Stacy Malkinovich
The Chrysler Building, 405
Loebges Ave, 8th Fl
New York, NY 10174

MUTUAL AGREEMENT TO MAINTAIN PRIVACY

Unit 1100C, Suite 8
New York, NY 10174

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SO AGREED THIS 4 DAY OF NOV, 2010 27 Lee (PATIENT)

DL

Class

Driver's License

LIC #

ROBERT ALLEN LEE

BIRTH DATE

EXPIRES

Sex: HT: WT:

Race: Type:

Issue Date



Recommend

1. Stacy Makhnevich, DDS
2. Stacy Makhnevich, DDS
- 3.

(Based on 1 review)

4. 405 Lexington Ave, Suite 6906
5. New York, NY 10174
6. 212-697-4400

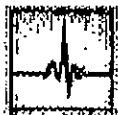
[Contact this office](#) [Write a review](#) [Request appointment](#) [Refer a patient](#)



Aster
Dental

Jameice !!!

Patient Reviews



Review By: Bob
August 24, 2011

"Avoid at all cost! Scamming their customers! Overcharged me by about \$4000 for what should have been only a couple hundred dollar procedure. Refuses to submit the claim to my insurance company. When asked for records to submit the claim myself they referred me to a 3rd party that wants 5% of the bill (\$268) to get the records for me. By law the dentist must give me the records within 10 days of written request at a cost of no more than 75 cents per page. Lawsuit to be filed soon."

Helpful (0)

Unverified, approved on 09-02-2011

Stacy Makhnevich: Related News