

SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA

THE ASSOCIATED PRESS  
450 West 33<sup>rd</sup> Street  
New York, NY 10001

Plaintiff

VS.

LIFEZETTE, INC.  
1055 Thomas Jefferson Street, Ste. 301  
Washington, DC 20007

SERVE ON:  
DC Superintendent of Corporations  
1100 4<sup>th</sup> Street, SW, 2<sup>nd</sup> Floor  
Washington, DC 20024

CIVIL ACTION NO.:

Defendant

\* \* \* \* \*

COMPLAINT

THE ASSOCIATED PRESS, Plaintiff, by Kind & Dashoff, LLC and Richard M. Kind,  
its attorneys, sues for money payable by the Defendant, LIFEZETTE, INC., to the Plaintiff.

1. That jurisdiction is vested in D.C. Code 11-921 1983 Ed. Suppl. IV.
2. That on or about July 2, 2015, LIFEZETTE, INC. (hereinafter referred to as "Defendant") entered into a Digital Current News License Agreement with THE ASSOCIATED PRESS (hereinafter referred to as "Plaintiff") for a term of one (1) year. A copy of the contract is attached hereto and prayed to be made a part hereof.
3. Defendant agreed to pay Plaintiff a fee of \$4,200.00 per month.
4. Defendant has defaulted under the agreement terms and has failed to make timely monthly payments. Plaintiff suspended Defendant's account on February 24, 2016.
5. And for money found to be due from Defendant to the Plaintiff on accounts stated between them (a copy of which is attached hereto and prayed to be made a part hereof).
6. That attached hereto as Exhibit A is a statement of account, indicating the

amount of **\$24,937.21**, which is due by Defendant; however, it failed or refused to pay and the account is due, payable and past due.

7. Plaintiff incorporates the facts and allegations as set forth in paragraphs 1 through 6 as if fully set forth herein.
8. Plaintiff supplied goods/labor/services and material to Defendant for which a principal amount of **\$24,937.21** is due and owing.
9. The goods/labor/services and material supplied to Defendant had a value of **\$24,937.21**.
10. Goods/labor/services and material were supplied to Defendant with the expectation that Plaintiff would be paid valuable consideration for said goods/labor/services and material.
11. Defendant knew it would have to pay said consideration and accepted the benefit of said goods/labor/services and material with that knowledge.
12. Defendant failed to pay for the full value of the goods/labor/services and material supplied.
13. That attached hereto is copy of web page from the DC Department of Corporations and Regulatory Affairs setting forth that Defendant is not a valid DC corporation but is doing business within the District of Columbia, wherein service of process can be made on the DC Superintendent of Corporations pursuant to DC Statute §29-104.12.
14. That according to the Digital Current News License Agreement, upon termination of the agreement, Defendant is liable to Plaintiff for the total fees which otherwise would have become due under the agreement absent such termination. The agreement was terminated on February 24, 2016, leaving 4.21 months remaining under the contract. Defendant is responsible for the total revenue lost of **\$17,674.50**.
15. That in accordance with the terms of the Digital Current News License Agreement, pre-judgment interest at the rate of 18% per annum is allowed if this matter is put in the hands of an attorney. Therefore, Plaintiff requests pre-judgment interest from July 2, 2016 through February 23, 2017 for a total of 237 days at \$12.30 per

diem or **\$2,915.10**.

16. That according to the Digital Current News License Agreement, Defendant agrees to pay reasonable attorney's fees if this matter is placed in the hands of an attorney for collection. Therefore, Plaintiff requests attorney's fees in the amount of 15% or **\$3,740.58**.
17. That Defendant did issue payment to Plaintiff for the Digital Current News License Agreement in the amount of **\$42,611.71**. When said check was deposited it was returned by the bank indicating "not sufficient funds."
18. That attached hereto is a copy of the check presented by Defendant in the amount of \$42,611.71, which is due by Defendant; however, it failed or refused to pay and the account is due, payable and past due.

WHEREFORE, the Plaintiff requests judgment against LIFEZETTE, INC. in the amount of **\$24,937.21**, total loss revenue of **\$17,674.50**, pre-judgment interest of **\$2,915.10**, attorney's fees of **\$3,740.58**, costs of this action along with interest from date of judgment at the contractual rate of 18% per annum.

KIND & DASHOFF, LLC



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Richard M. Kind 964312  
One Church Lane  
Baltimore, MD 21208-3709  
Attorney for Plaintiff  
(410) 486-0808

SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA

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450 West 33<sup>rd</sup> Street  
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Plaintiff

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DC Superintendent of Corporations  
1100 4<sup>th</sup> Street, SW, 2<sup>nd</sup> Floor  
Washington, DC 20024

Defendant

CIVIL ACTION NO.:


\* \* \* \* \*

VERIFICATION

STATE OF MARYLAND, COUNTY OF BALTIMORE:

RICHARD M. KIND, attorney for THE ASSOCIATED PRESS, being first duly sworn on oath, says the foregoing are just and true statements of the amount owing by the Defendant to the Plaintiff, exclusive of all setoffs and just grounds of defense. That I have authority to make the above statement on behalf of Plaintiff, and that there is justly due and owing the amount of **\$24,937.21**, total loss revenue of **\$17,674.50**, pre-judgment interest of **\$2,915.10**, attorney's fees of **\$3,740.58**, costs of this action along with interest from date of judgment at the contractual rate of 18% per annum.

KIND & DASHOFF, LLC


  
\_\_\_\_\_  
Richard M. Kind 964312  
One Church Lane  
Baltimore, MD 21208-3709  
Attorney for Plaintiff  
(410) 486-0808

STATE OF MARYLAND

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of February, 2017, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RICHARD M. KIND, and made oath in due form of law that the matters and facts set forth in the foregoing Complaint are true and correct to the best of his information, knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal the day and year first above written.

  
Notary Public  
Lorette Lynn Crown

My commission expires: May 24, 2020





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**ASSOCIATED PRESS**

450 West 33rd Street  
New York, NY 10001  
F 212.621.1500, F 212.621.1600  
www.ap.org

**Customer Number**

Lifetzette  
1055 Thomas Jefferson St.  
Washington, DC 20007  
USA

April 01, 2016

Send checks to: The Associated Press

PO Box 414212  
Boston, MA 02241-4212

Wire funds to: Bank of America, New York, NY

Account: SS

Account:

Wire ABA:

ACH ABA: (

Swift:

**STATEMENT OF ACCOUNT**

| Invoice Number | Invoice Date | Description | Open Amount |
|----------------|--------------|-------------|-------------|
| 0090279969     | 07/30/2015   | Invoice     | 4,064.51    |
| 0090285599     | 09/01/2015   | Invoice     | 4,200.00    |
| 0090295372     | 10/01/2015   | Invoice     | 4,200.00    |
| 0090310160     | 10/29/2015   | Invoice     | 461.67      |
| 0090304862     | 11/01/2015   | Invoice     | 4,200.00    |
| 0090314228     | 12/01/2015   | Invoice     | 4,200.00    |
| 0090324007     | 01/01/2016   | Invoice     | 4,200.00    |
| 0090332825     | 02/01/2016   | Invoice     | 3,331.03    |
| 0090357613     | 03/31/2016   | Invoice     | 280.00      |

| Current<br>0-30 Days | 31-60 Days  | Past due<br>61-90 Days | 91+ Days     | Amount Due   |
|----------------------|-------------|------------------------|--------------|--------------|
| \$ 280.00            | \$ 3,331.03 | \$ 0.00                | \$ 25,526.18 | \$ 29,137.21 |

Less \$4200.00

Please note that this statement may not reflect recent payments.

Please direct all account inquiries to the Collections Department at +(1) 212-621-7032 or [Collections@ap.org](mailto:Collections@ap.org)

\$24,937.21

RE: The Associated Press  
VS: Lifezette, Inc.

INTEREST STATEMENT

Interest claimed on unpaid balance of **\$24,937.21**

Interest Rate is 18% per agreement of the parties

Interest claimed from 7-2-16 through 2-23-17

Interest accrues at the rate of \$12.30 per diem

237 days X \$12.30 = **\$2,915.10** Interest Claimed

ADDITIONAL COSTS AND FEES

Attorney's fees of 15% per agreement of the parties of the principal balance of \$24,937.21 or **\$3,740.58**

Total Loss Revenue for 4.21 months is **\$17,674.50**



# THE ASSOCIATED PRESS DIGITAL CURRENT NEWS LICENSE AGREEMENT

## SUBSCRIBER INFORMATION

FULL LEGAL NAME OF SUBSCRIBER

LifeZette, Inc.

ADDRESS

1055 Thomas Jefferson Street, NW  
Washington, DC 20007

TELEPHONE NUMBER

202-838-9923

SUBSCRIBER CONTACT

Jon Conradl

EMAIL ADDRESS

jon.conradl@lifezette.com

## AGREEMENT

This DIGITAL CURRENT NEWS LICENSE AGREEMENT ("Agreement"), dated as of the Start Date, together with the Standard Terms and Conditions ("Terms & Conditions") attached below, constitutes the entire agreement between The Associated Press ("AP"), a New York not-for-profit corporation with its principal offices at 450 West 33rd Street, New York, New York 10001, and Subscriber. The parties hereto have executed this Agreement as of the Start Date. This Agreement may be executed in counterparts.

## SIGNATURE

THE ASSOCIATED PRESS

LIFEZETTE, INC.

Authorized Signature

Authorized Signature

Peter Anthony, CEO

Name, Title

Name, Title

## SECTION 1. SERVICE(S)

AP Images (70 Images per month)

AP Video Archive (60 clips per year)

## SECTION 2. LICENSE

LICENSED PLATFORM(S): The Internet website located at the following URLs: [www.lifezette.com](http://www.lifezette.com). For the avoidance of doubt, Subscriber may not redistribute or syndicate any of the Service(s) or AP Material (as defined below), including via RSS feeds or widgets, or any other technology.

DISTRIBUTION LANGUAGE(S): English

DISTRIBUTION TERRITORY: United States only

RIGHTS GRANTED: Subject to Subscriber's compliance with the terms and conditions set forth in this Agreement, AP hereby grants to Subscriber a non-exclusive, non-transferable, limited license solely, during the Term, (a) to publicly display AP Assets made available to Subscriber via the Service(s) on a stand-alone basis on or via the Licensed Platform(s), and (b) to incorporate AP Assets made available to Subscriber via the Service(s) into Subscriber's original editorial presentations and to publicly display such AP Assets as incorporated into such original editorial presentations via the Licensed Platform(s) in the Distribution Language(s).

For the purposes of this Agreement, "AP Asset(s)" means AP Images, still photographs or any other visual representations and AP Video Archive Clips included in the Service(s).

Use of AP Assets in accordance with this Section 2 is subject to the following use conditions:

(1) Each AP Asset downloaded by Subscriber is licensed solely for an In-Context Use (as defined below). For the purposes of this Agreement, an "In-Context Use" means that, with respect to the AP Asset, the number of times that Subscriber downloads or receives an AP Asset corresponds to the number of times that such AP Asset is permitted to be incorporated into the Licensed Platform(s) either on a stand-alone basis or as incorporated into one of Subscriber's original editorial presentations.

(2) Subscriber shall only maintain any given AP Asset on its systems in raw, unincorporated form for a period of thirty (30) days from the date on which Subscriber downloads or receives such AP Asset (the "Initial Period"), during which

time if Subscriber does not incorporate such AP Asset into a portion of the Licensed Platform(s) (as permitted above) that is then publicly displayed and/or performed via the Licensed Platform(s) during that same Initial Period, then Subscriber may not archive such AP Asset, and such AP Asset must be deleted with no copies retained by Subscriber; provided, however, that during such Initial Period if Subscriber does incorporate such AP Asset into a portion of the Licensed Platform(s) (as permitted above) that is then publicly displayed and/or performed via the Licensed Platform(s) during that same Initial Period, then Subscriber may archive in its internal and historical archive and continue to publicly display and/or perform such AP Asset (subject to the restrictions contained in this Agreement) during the Term (such period, the "Display Period") such AP Asset in the same context as it was originally displayed and/or performed on the Licensed Platform(s) during the Initial Period.

(3) Under no circumstances shall Subscriber (a) allow third parties, including Users, to download or otherwise take possession of copies of any AP Assets from the Licensed Platform(s).

(4) For the avoidance of doubt, Subscriber may not redistribute or syndicate any AP Asset, AP Material (as defined below) or any portion of the Service(s), including via RSS feeds, widgets or any other technology.

### SECTION 3. TERM

START DATE: **July 2, 2015**

TERM: 1 Year

### SECTION 4. FEES

**PERIODIC FEE:** Subscriber shall pay to AP a Periodic Fee of \$ 4,200 per month, payable in advance.

**VARIABLE FEE:** In addition, Effective September 2, 2015, Subscriber shall pay to AP a Variable Fee of \$0.028 per unique visitor per month in excess of 3,000,000 monthly unique visitors, as reported by the Subscriber. Variable Fee shall not exceed \$4,200 per month. The Variable Fee shall be paid within 30 days following the close of each calendar month. All payments of the Variable Fee shall be in United States Dollars.

## STANDARD TERMS AND CONDITIONS

### Paragraph 1. Service(s).

1.1 AP reserves total editorial freedom to control the substance and form of the Service(s).

1.2 AP shall, in consultation with Subscriber, determine the best means for delivery and reception of the Service(s). Subscriber may be required, at Subscriber's expense, to purchase and maintain particular equipment, software and/or services to receive some or all of the Service(s) through the selected delivery method(s).

1.3 AP may provide Subscriber with username(s) and/or password(s) for access to the Service(s). Subscriber shall not share or otherwise divulge such username(s) and/or password(s) to any third party, including any affiliates of Subscriber. Subscriber is liable for all access to the Service(s) under its username(s) and password(s).

### Paragraph 2. License.

2.1 In addition to the rights expressly granted to Subscriber in Section 2 of the Agreement, AP grants the following rights:

2.1.1 Subscriber may format individual components or elements of the Service(s) (including text, captions, images (defined in Paragraph 6.3.b below), video and/or audio components thereof, "AP Material") solely to allow Subscriber to display such AP Material on the Licensed Platform(s).

2.1.2 If the Distribution Language(s) is(are) different than the language in which the Service(s) are delivered, Subscriber may translate the Service(s) into the Distribution Language(s).

In exercising the foregoing rights, Subscriber may not alter the editorial content or meaning of any AP Material. All reformatted AP Material and translations shall be treated as "AP Material" for the purposes hereof, and shall be governed by, and subject to, the terms and conditions hereof applicable to AP Material.

2.2 AP retains all right, title and interest in and to the Service(s) and all AP Material, including all intellectual property rights therein. Other than the rights expressly granted in Section 2 of the Agreement and Paragraph 2.1 of these Terms & Conditions, Subscriber obtains no other rights in the Service(s) or any AP Material. Subscriber may not distribute, display or perform the Service(s) or any AP Material over any distribution platform or technology not expressly set forth in Section 2 of the Agreement.

### 2.3 Restrictions on Use of Service(s).

2.3.1 Editorial Use. The Service(s) and all AP Material may be used for editorial news use only.

2.3.2 Copyright Notices and Protection. Subscriber shall include the applicable copyright notice(s) listed in Schedule A on each item of AP Material displayed on the Licensed Platform(s). Subscriber shall not disable or interfere with any copyright protection, copyright management systems or digital identification devices employed by AP.

2.3.3 Kills, Corrections and Restrictions on Release. Subscriber will promptly process all kills, corrections and substitutions contained in the Service(s) or of which Subscriber is otherwise notified by AP. Subscriber shall make any such new information available to users of the Licensed Platform(s) ("Users") in the same manner by which the killed, corrected or substituted information was made available to Users. Subscriber shall abide by all notices and restrictions on any AP Material including all advance, hold for release, or embargo notices and all geographic restrictions. Subscriber is specifically prohibited from using any AP Material labeled or otherwise identified as "advisory", "on-line out" or "not for publication" or comparable notice.

2.3.4 Archiving. Subject to Subscriber's compliance with the terms and conditions of this Agreement, and except as permitted by AP in Section 2 of the License Terms, Subscriber shall be permitted by AP for the duration of the Term to archive AP Material for Subscriber's internal record-keeping purposes (solely for liability purposes).

2.3.5 Community Standards. Subscriber shall comply with applicable defamation, libel, commercial disparagement, privacy and other community standards prevailing in the relevant jurisdiction where Subscriber elects to disseminate or otherwise use any AP Material.

2.3.6 Integrity of the Service(s). Subscriber shall not use the Service(s) or AP Material in any manner that disparages or impugns AP, the Service(s) or any AP Material.

2.3.7 Resolution of Photographic Images. If the Service(s) include any digital photographic images, then Subscriber must adhere to the following restrictions:

a. Websites. If the Licensed Platform(s) is(are) a website, then (i) "thumbnail" versions of such images may not be displayed on the Licensed Platform(s) at dimensions greater than 1.8 inches by 1.2 inches, resolutions greater than 130 pixels by 84 pixels, and at file sizes greater than 50 kilobytes, and (ii) "full sized" versions of such images may not be displayed on the Licensed Platform(s) at dimensions greater than 6.2 inches by 4.1 inches, resolutions greater than 450 pixels by 300 pixels, and at file sizes greater than 450 kilobytes.

b. Wireless Device. If the Licensed Platform(s) is(are) a wireless device, then such images may not be displayed on the Licensed Platform(s) at dimensions greater than 1.8 inches by 1.2 inches, resolutions greater than 130 pixels by 84 pixels, and at file sizes greater than 50 kilobytes.

2.3.8 Captions. Subscriber shall include the captions and/or text story associated with each image within the standard screen view of such image on the Licensed Platform(s).

2.3.9 Users. Users may access the AP Material on the Licensed Platform(s) solely for their personal, non-commercial use. Subscriber may not grant Users any rights in the Service(s) or any AP material, nor shall Subscriber permit any User to download a substantial portion of the Service(s) displayed on the Licensed Platform(s).

2.3.10 Compliance. If the Licensed Platform(s) is(are) not readily available to the public, Subscriber will provide, if requested by AP, access to the Licensed Platform(s) in order for AP to confirm compliance with the terms of the Terms & Conditions. Such access shall be without charge to AP.

2.3.11. Restrictions on Use of Financial Data in the Service(s). Notwithstanding any other provision of the Agreement or these Terms & Conditions, data-only items pertaining to financial markets, indexes and exchanges (including tables and quotes for futures, indexes, currencies and stocks, "Data-Only Items") included in the Service(s), and headlines included in the Service(s) containing solely Data-Only Items, shall not be made available over the Licensed Platform. For purposes of this section, "Data-Only Items" shall also include financial data elements extracted from text stories included in the Service(s). These restrictions, however, do not apply to the use of text stories, even if such text stories reference specific financial data. Subscriber shall not, and shall not permit any User, to automate the selection and formatting of Data-Only Items included in the Service(s) for any purpose.

### Paragraph 3. Term and Termination.

3.1 The Agreement shall commence on the Start Date and continue until the expiration of the Term.

3.2 Upon 45 days' written notice to Subscriber, AP may terminate the Agreement, in whole or in part, with respect to any components of the Service(s) if AP determines that it will no longer offer such components to Similarly Situated Persons. "Similarly Situated Person" means any person or entity that delivers services similar to the Licensed Platform(s) through a similar method, technology or manner as Subscriber, or provides services similar to Subscriber's to a similar marketplace as Subscriber, provided, however, that "Similarly Situated Person" shall not include an AP member or associate member or any AP newspaper or broadcast subscriber.

3.3. Either party may terminate the Agreement upon written notice in the event of any of the following: (a) the other party ceases to function as a going concern or to conduct operations in the normal course of business, (b) the other party files a petition under any bankruptcy or insolvency law or for the appointment of a receiver, (c) the other party has a petition filed against it under any bankruptcy or insolvency law, (d) the other party ceases to pay its debts as they fall due or becomes insolvent or makes a general assignment for the benefit of its creditors, or (e) if the business or property of the other party comes into the possession of its creditors, a receiver or any governmental agency.

3.4. If Subscriber fails to pay to AP the Fee (defined in Paragraph 4.1 below) as required herein, or otherwise materially breaches the Agreement or these Terms & Conditions, AP may, at its option, (i) suspend the Service(s) until such breach is cured, or (ii) terminate the Agreement. Upon termination of the Agreement, Subscriber shall be liable to AP for the total Fees which otherwise would become due hereunder absent such termination. The remedies granted to AP hereunder are not exclusive and AP reserves the right to exercise any or all remedies available at law or in equity. Subscriber will pay all reasonable attorneys' fees, disbursements and court costs on behalf of AP in the event of litigation resulting from Subscriber's breach hereof.

3.5. Upon any expiration or termination of the Agreement, Subscriber will immediately cease all use of the Service(s) and AP Material, and shall remove, or cause to be removed, all AP Material from the Licensed Platform(s) and from any databases or archives where such may be stored or maintained.

#### Paragraph 4. Fees.

4.1. In consideration for the rights granted hereunder, Subscriber shall pay the Fee to AP. The "Fee" includes both any Periodic Fee and Variable Fee that is provided for under Section 4 of the Agreement.

4.2. [Intentionally omitted]

4.3. If the Agreement provides for a Variable Fee, the following provisions shall apply to the Variable Fee:

4.3.1. Together with each payment of the Variable Fee, Subscriber shall deliver to AP a report setting forth the amount of the Variable Fee payment and an accounting of the material financial variables used by Subscriber to calculate such Variable Fee payment. Such reports shall provide sufficient detail to enable AP to verify the Variable Fees payable under the Agreement.

4.3.2. During the Term and for at least three years following the expiration or termination of this Agreement, Subscriber shall keep at Subscriber's principal place of business complete and accurate books and records pertaining to all matters affecting the Variable Fee payments.

4.3.3. During the Term and for at least three years following the expiration or termination of this Agreement, AP shall have the right, upon ten days' written notice to Subscriber, to cause an independent auditor to inspect all such books and records at such locations where Subscriber keeps such books and records in the ordinary course of business. If such audit shows that amounts due to AP were underpaid, Subscriber will promptly pay such amounts plus interest at the Default Rate (defined in Paragraph 4.5 below) covering such delinquency; and if such amounts were underpaid by more than five percent (5%) in the aggregate for such audited period, Subscriber will additionally pay AP's costs in conducting said audit.

4.3.4. If the Variable Fee is contingent on an amount denominated in any currency other than the currency of payment under Section 4 of the Agreement, such amounts shall be expressed in their payment currency equivalent calculated using Subscriber's then-current standard exchange rate methodology applied in its external reporting in accordance with the Generally Accepted Accounting Principles or International Financial Reporting Standards, in each case, as generally and consistently applied.

4.4. All payments of the Fee shall be exclusive of taxes required to be charged to Subscriber. Subscriber shall be responsible for the

payment of all taxes incidental to the payment of the Fee other than taxes that are based upon AP's net income.

4.5. If Subscriber fails to pay the Fees required under the Agreement within 30 days after the date such Fees become due, AP shall have the right to charge interest (the "Default Rate") from the date the Fees become due at the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by applicable law.

**Paragraph 5. Limitation on Liability.** AP does not guarantee the sequence, accuracy or completeness of any AP Material and shall not be held liable in any way to Subscriber or any third party for any delays, inaccuracies, errors or omissions in the Service(s) or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby. AP shall not be liable to Subscriber or to any third party for any loss, damage or claims resulting either (i) from use or publication of the Service(s) or any AP Material, or (ii) from interruptions of the Service(s). IN ADDITION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM, OR RELATING TO, THIS AGREEMENT.

#### Paragraph 6. Representations and Warranties.

6.1. Subscriber makes the following representations and warranties to AP: (a) Subscriber has full power and authority to enter into the Agreement, to execute and deliver the Agreement and to carry out the terms of the Agreement for itself and on behalf of any permitted sublicensee; (b) the Agreement has been duly authorized by proper action on Subscriber's part, and has been duly executed and delivered by an authorized officer or agent of Subscriber; and (c) the Agreement constitutes the legal, valid and binding obligation of Subscriber, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, fraudulent conveyance, moratorium, insolvency or similar laws now or hereafter in effect affecting the enforcement of creditors' rights generally, and (d) Subscriber shall inform all employees or agents of Subscriber who have access to the Service(s) of the permitted uses and restrictions on use of the Service(s) and the AP Material, and Subscriber shall ensure that its employees and agents shall by all terms and conditions hereof.

6.2. AP makes the following representations and warranties to Subscriber: (a) AP has full power and authority to enter into the Agreement, to execute and deliver the Agreement and to carry out the terms of the Agreement; (b) the Agreement has been duly authorized by proper action on AP's part, and has been duly executed and delivered by an authorized officer or agent of AP; and (c) the Agreement constitutes the legal, valid and binding obligation of AP, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, fraudulent conveyance, moratorium, insolvency or similar laws now or hereafter in effect affecting the enforcement of creditors' rights generally.

6.3. AP HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE(S), AND ANY SOFTWARE OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing:

a. **Music.** AP does not obtain, convey or deliver any releases or grant any other third party public performance rights in the music and/or sound recordings contained in the Service(s).

b. **Images.** AP does not obtain, convey or deliver any releases or grant any other third party rights in connection with any photos, graphics, video, interactive graphics or other still or moving images in the Service(s) (collectively, the "Images"), including any right to use the names, personalities, trademarks, logos, registered or unregistered copyrighted designs or works of authorship depicted in any image.

It is Subscriber's sole responsibility and obligation to obtain any necessary third party rights described in clauses (a) and (b) above.

and Subscriber shall indemnify and hold AP free and harmless from any claims relating to such third party rights.

**Paragraph 7. Indemnification.**

Subscriber hereby agrees to indemnify and hold harmless, AP, its directors, employees and agents from any and all claims arising in whole or in part from Subscriber's use of the Service(s) or the AP Material or any part thereof, contrary to the terms of the Agreement or any addendum thereto, or to applicable laws or regulations or to instructions given by AP, or in any manner that either distorts or misrepresents any portion of the Service(s) and/or the AP Material, and from all claims that arise from any translations of AP Material prepared by Subscriber hereunder.

**Paragraph 8. Miscellaneous.**

**8.1 Government Regulations.** The Agreement and these Terms & Conditions shall be subject to all present and future regulations of any other governmental regulatory body having jurisdiction over the subject matter hereof. Neither party shall be liable to the other for any failure to perform its obligations hereunder, if such failure results directly from such regulations.

**8.2 Assignment.** The rights and obligations of Subscriber under the Agreement may not be assigned or transferred without the express prior written consent of AP. Any attempted assignment by Subscriber without the express prior written consent of AP shall be void and have no effect on the rights or obligations of either party. Any effective assignment of a party's rights or obligations hereunder shall be binding upon that party's successors and/or assigns.

**8.3 Entire Agreement; Amendments.** The Agreement together with these Terms & Conditions constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes all preceding oral or written agreements. No amendment or modification shall be binding unless it is reduced to writing and is signed by both of the parties.

**8.4 Force Majeure.** AP shall not be liable to Subscriber for any delay or failure in performance caused by acts beyond AP's reasonable control, including acts of God, war, riot, acts of public enemy, vandalism, sabotage, accidents, fires, floods, severe weather conditions, civil commotions, insurrection, strikes, labor disputes, mechanical breakdowns, shortages or delays in obtaining suitable parts or equipment, material, labor or transportation, acts of subcontractors, interruption of utility services, acts of any unit of government or government agency.

**8.5 No Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right of such party to enforce the such provision, nor shall the waiver of either party of any breach of any provision herein constitute a waiver of any succeeding breach or the provision itself.

**8.6 Severability.** If any provision hereof is declared invalid or unenforceable, the parties agree that such invalidity or unenforceability shall not affect the validity of the remaining provisions hereof, and further agree to substitute for such provision a valid and enforceable provision which approximates as closely as possible the intent and economic effect of the invalid or unenforceable provision.

**8.7 Notice.** All notices under this Agreement will be deemed given when delivered personally, sent by commercial overnight courier or sent by certified mail, return receipt requested. Notices to Subscriber shall be delivered to the address set forth at the beginning of the Agreement. Notices to AP shall be delivered to:

The Associated Press  
450 West 33rd Street

New York, NY 10001  
United States of America  
Attention: Vice President, Commercial and Digital Markets

With copy to:

The Associated Press  
450 West 33rd Street  
New York, NY 10001  
United States of America  
Attention: Office of the General Counsel

**8.8 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws in effect in the State of New York, United States of America, without regard to the conflict of laws principles thereof. In the event of any dispute between the parties arising out of, relating to or in any way in connection with this Agreement, the parties agree to submit to the exclusive jurisdiction of the federal and/or state courts located in New York City, in the State of New York, United States of America. The Agreement is made and performed in New York, United States of America.

**8.9 Interpretation.** The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "or" shall be construed to have the same meaning and effect as "and/or." The words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to the Agreement together with these Terms & Conditions in their entirety and not to any particular provision hereof. The headings used in the Agreement and these Terms & Conditions are used for convenience only and are not to be considered in construing or interpreting the Agreement or these Terms & Conditions. All capitalized terms not defined in these Terms & Conditions shall have the meaning given to them in the Agreement.

**8.10 Confidentiality.** During the Term and for three (3) years thereafter, AP and Subscriber shall maintain in confidence and shall not disclose to any third parties (other than to the officers, directors and employees of such party on a "need to know" basis and except for normal reporting by AP to any of its affiliates or their respective independent public accountants) without the other party's prior written consent (a) any information concerning the terms and conditions of this Agreement, including any payment terms, except to professional representatives of such party that are providing advice in connection herewith and are subject to either written contractual or fiduciary obligations to maintain the confidentiality of such information in a manner no less stringent than that set forth in this Agreement, or (b) any information disclosed under this Agreement in written form between the parties that is identified as confidential or that, by the nature of the circumstances surrounding disclosure or by the nature of the information itself, a reasonable person would deem to be confidential information. Notwithstanding the restrictions set forth in this Paragraph, neither AP nor Subscriber shall have any duty of confidentiality with respect to information or materials disclosed to it by the other party to the extent such information: (i) is or comes into the public domain through no fault of the receiving party hereunder; (ii) is legally obtained from third parties without binder of secrecy; (iii) was previously known to the party to whom such information is disclosed without binder of secrecy or is independently developed by such party; or (iv) is required to be disclosed by valid legal process.

**8.11 Survival.** The following provisions of these Terms and Conditions shall survive termination of the Agreement: (i) the second sentence of Paragraph 3.4; (ii) Paragraph 3.5; (iii) Paragraphs 4.3.2 and 4.3.3; (iv) Paragraph 5; (v) Paragraph 6.3; (vi) Paragraph 7; and (vii) Paragraphs 8.2 through 8.11.

## **Schedule A**

### **CREDITS**

Subscriber will include the following credits for AP Content Distributed via a Licensed Platform(s):

- **For Images:** Include the credit listed in the caption provided for the particular Image;
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- **For other Content:** Unless otherwise specified in a Service Order, identify the source of the Content, as the same is listed in the Metadata accompanying the Content.

**ADDENDUM TO DIGITAL CURRENT NEWS LICENSE AGREEMENT**

This Addendum ("Addendum"), dated as of 9/3/15, between **The Associated Press** ("AP"), with offices at 450 West 33<sup>rd</sup> Street, New York, NY, 10001, and **LifeZette, Inc.** ("Subscriber"), with offices at 1055 Thomas Jefferson Street, NW, Washington, DC, 20007, amends and modifies the License Agreement between AP and Subscriber with an effective date of July 2, 2015 ("DCNL Agreement"), and any addenda, amendments, and/or agreements supplemental thereto (collectively, "Agreement"). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

**Section 1. Effective Date.** This Addendum shall be effective as of September 15, 2015 (the "Effective Date").

**Section 2. Service(s).** The Service(s) described in Section 1 of the DCNL Agreement shall be deleted in its entirety and replaced with the following:

**"AP Images (140 Images per month)"**

**Section 3. Other Provisions.** Except to the extent expressly inconsistent herewith, all provisions of the Agreement are incorporated herein and shall remain in full force and effect.

**IN WITNESS WHEREOF,** authorized representatives of the parties hereto have executed this Addendum as of the date first written above.

**LifeZette, Inc.**

**The Associated Press**

By: 

By: \_\_\_\_\_

Name: Peter Anthony

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

**AP CLAIM TRANSMITTAL WORKSHEET**

**Broadcast Member:** Lifezette  
**Licensee/Debtor:** Lifezette  
**Account Number:**

**Suspended:** 24-Feb-16  
**Term Ends:** 1-Jul-16  
**Frequency (W-M-A):** m  
**Time Remaining:** 4.21 months

| Station                   | Service   | Monthly Assessment | Gross Revenue      |
|---------------------------|-----------|--------------------|--------------------|
| Lifezette                 | AP Images | \$4,200.00         | \$17,674.50        |
| <b>TOTAL REVENUE LOST</b> |           | <b>\$4,200.00</b>  | <b>\$17,674.50</b> |

| Equipment Description         | Monthly Expense | Gross Expense |
|-------------------------------|-----------------|---------------|
|                               |                 | \$0.00        |
| <b>TOTAL DELIVERY EXPENSE</b> | <b>\$0.00</b>   | <b>\$0.00</b> |

**Arrears For Missed Affidavits Prior To** 24-Feb-16 \* Collections verify arrears

**ARREARS ADJUSTED FOR SUSPENSION**

**\$29,137.21** \*BILLING PLEASE ADJUST ARREARS ACCORDINGLY

|                          |                    |
|--------------------------|--------------------|
| <b>TOTAL ARREARS DUE</b> | <b>\$29,137.21</b> |
| <b>NET REVENUE LOST</b>  | <b>\$17,674.50</b> |
| <b>TOTAL CLAIM VALUE</b> | <b>\$46,811.71</b> |





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Customer Tax ID:  
Payer Number:

Invoice Number: 90357613  
Invoice Date: March 31, 2016  
Payment Terms: Pay immediately

**BILL-TO PARTY:**

Lifetzette  
1055 Thomas Jefferson St.  
Washington, DC 20007  
USA

**REMIT CHECK TO:**

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ACH ABA:  
SWIFT CODE:

**SERVICE DESCRIPTION**

**AMOUNT**

**LICENSE-TO NAME: Lifetzette**

|  |  |       |
|--|--|-------|
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 02-20-2016 Image: 894244465784 A South Carolina voter cast her ballot to vote in the Republican  |       |
| Date & Time: Feb 20, 2016 19:10          | presidential primary Saturday, Feb. 20, 2016, at Mt. Horeb United Methodist Church in Lexington, S.C. (AP Photo/Matt Rourke)                               |       |
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 2/20/2016 Image: 214642909743 Republican presidential candidate, former Florida Gov. Jeb Bush  |       |
| Date & Time: Feb 20, 2016 20:47          | talks with supporters at a polling place outside Eastlan Baptist Church, Saturday, Feb. 20, 2016 in Greenville, S.C. (AP Photo/Paul Sancya)                |       |
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 2/20/2016 Image: 193582406325 Republican presidential candidate, former Florida Gov. Jeb Bush  |       |
| Date & Time: Feb 20, 2016 20:48          | visits a polling place at the Eastlan Baptist Church, Saturday, Feb. 20, 2016 in Greenville, S.C. (AP Photo/Paul Sancya)                                   |       |
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 2/20/2016 Image: 306012788641 Republican presidential candidate, former Florida Gov. Jeb Bush  |       |
| Date & Time: Feb 20, 2016 21:02          | accompanied by his wife Columba, speaks at his South Carolina Republican presidential primary rally in Columbia, S.C., Saturday, Feb. 20, 2016. (AP Photo) |       |
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 02-20-2016 Image: 970785952305 Republican presidential candidate, former Florida Gov. Jeb Bush   |       |
| Date & Time: Feb 20, 2016 21:02          | speaks at his South Carolina Republican presidential primary rally in Columbia, S.C., Saturday, Feb. 20, 2016. Bush ended his campaign for the presidency  |       |
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 02-20-2016 Image: 880638829904 Republican presidential candidate, former Florida Gov. Jeb Bush   |       |
| Date & Time: Feb 20, 2016 21:16          | accompanied by his wife, Columba, son Jeb Bush Jr., left, and Sen. Lindsey Graham, R-S.C., speaks at his South Carolina Republican presidential primary    |       |
| AP Images                                | Service Period from 02/01/2016 to 02/29/2016   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 02-20-2016 Image: 566806041799 Republican presidential candidate Donald Trump speaks during a  |       |
| Date & Time: Feb 20, 2016 21:32          | South Carolina Republican primary night event, Saturday, Feb. 20, 2016 in Spartanburg, S.C. Trump is the winner in the South Carolina Republican primary.  |       |

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**SERVICE DESCRIPTION**

**AMOUNT**

AP Images

Service Period from 02/01/2016 to 02/29/2016

35.00

Downloaded By: digitalcreative@gmail.com

Created 02-20-2016 Image: 201903921873 Republican presidential candidate Donald Trump speaks during a South Carolina Republican primary night event, Saturday, Feb. 20, 2016 in Spartanburg, S.C. (AP Photo/Paul Sancya)

Date & Time: Feb 20, 2016 21:32

Gross Price

\$ 280.00

**INVOICE TOTAL**

**\$ 280.00**

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Invoice Number: 90332825

Invoice Date: February 01, 2016

Payment Terms: Pay immediately

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**AMOUNT**

Lifazette

AP Images

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4,200.00

Gross Price

\$ 4,200.00

**INVOICE TOTAL**

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Lifetzette  
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Invoice Number: 90324007

Invoice Date: January 01, 2016

Payment Terms: Pay immediately

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**SERVICE DESCRIPTION**

**AMOUNT**

Lifetzette

AP Images

Service period from 01/01/2016 to 01/31/2016

4,200.00

Gross Price

\$ 4,200.00

**INVOICE TOTAL**

**\$ 4,200.00**



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Customer PO No:

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Payer Number:

Invoice Number: 90314228

Invoice Date: December 01, 2015

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**SERVICE DESCRIPTION**

**AMOUNT**

Lifetzette

AP Images

Service period from 12/01/2015 to 12/31/2015

4,200.00

Gross Price

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**INVOICE TOTAL**

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Payer Number:

Invoice Number: 90304862

Invoice Date: November 01, 2015

Payment Terms: Pay immediately

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**SERVICE DESCRIPTION**

**AMOUNT**

Lifetzette

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Service period from 11/01/2015 to 11/30/2015

4,200.00

Gross Price

\$ 4,200.00

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Invoice Number: 90310160  
Invoice Date: October 29, 2015  
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Wire ABA:  
ACH ABA:  
SWIFT CODE:

**SERVICE DESCRIPTION**

**AMOUNT**

**LICENSE-TO NAME: Lifetzette**

|  |   |       |
|--|---|-------|
| inVision Licensing                       | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 04-10-2014 Image: 353267552256 Michael Stipe appears in the press room at the 2014 Rock and Roll Hall of Fame Induction Ceremony on Thursday, April, 10, 2014 in New York. (Photo by Andy Kropa/invision/AP)  |       |
| Date & Time: Sep 10, 2015 13:33          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-07-2015 Image: 310095865961 Vice President Joe Biden, speaks to a crowd before he walks in the annual Labor Day parade on Monday, Sept. 7, 2015, in Pittsburgh. (AP Photo/Keith Srakocic)  |       |
| Date & Time: Sep 10, 2015 14:00          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-07-2015 Image: 821521860190 Vice President Joe Biden runs ahead of some of the others as he participates in the annual Labor Day parade on Monday, Sept. 7, 2015, in Pittsburgh. (AP Photo/Keith Srakocic)   |       |
| Date & Time: Sep 10, 2015 14:02          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-10-2015 Image: 255743074464 White House press secretary Josh Earnest speaks during the daily press briefing at the White House in Washington, Thursday, Sept. 10, 2015. Earnest discussed another potential government shutdown, Americas response to  |       |
| Date & Time: Sep 10, 2015 14:40          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-07-2015 Image: 981191402033 Syrian migrants arrive at the coast on a dinghy after crossing from Turkey, at the island of Lesbos, Greece, Monday, Sept. 7, 2015. The island of some 100,000 residents has been transformed by the sudden new population |       |
| Date & Time: Sep 10, 2015 14:44          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 12-25-2013 Image: 608599601569 An Iraqi Orthodox Christian refugee attends a morning Christmas mass at the Saint Atram Syrian Orthodox Church in Amman, Jordan, Wednesday, Dec. 25, 2013. Syrian and Iraqi Orthodox Christian families attended morning   |       |
| Date & Time: Sep 10, 2015 16:21          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-09-2015 Image: 250212660063 People line up for registration outside the central registration center for refugees and asylum seekers LaGeSo (Landesamt fuer Gesundheit und Soziales - State Office for Health and Social Affairs) in Berlin, Germany.W  |       |
| Date & Time: Sep 10, 2015 21:46          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-09-2015 Image: 147980330901 People line up for registration outside the central registration center for refugees and asylum seekers LaGeSo (Landesamt fuer Gesundheit und Soziales - State Office for Health and Social Affairs) in Berlin, Germany.   |       |
| Date & Time: Sep 10, 2015 21:46          |   |       |

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Invoice Number: 90310160  
Invoice Date: October 29, 2015  
Payment Terms: Pay immediately

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**AMOUNT**

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| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 01-09-2013 Image: 238370657122 Pat Buchanan, former speech writer for President Richard Nixon, addresses the Richard Nixon Centennial Birthday Celebration in Washington, Wednesday, Jan. 9, 2013. (AP Photo/Cliff Owen)                                 |       |
| Date & Time: Sep 11, 2015 10:50          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-10-2015 Image: 953178519338 Republican presidential candidate, former Florida Gov. Jeb Bush listens to New Hampshire State Sen. Russell Prescott during a campaign stop at R.E. Prescott Co., Thursday, Sept. 10, 2015, in Exeter, N.H. (AP Photo/Ji) |       |
| Date & Time: Sep 11, 2015 12:32          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-10-2015 Image: 997805304148 Republican presidential candidate, former Florida Gov. Jeb Bush does a meet and greet after speaking at a town hall meeting in Salem, N.H., Thursday, Sept. 10, 2015. (AP Photo/Cheryl Senter)                            |       |
| Date & Time: Sep 11, 2015 12:32          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-10-2015 Image: 815361689096 Democratic presidential candidate Hillary Rodham Clinton speaks at the University of Wisconsin-Milwaukee, Thursday, Sept. 10, 2015, in Milwaukee. (AP Photo/Morry Gash)   |       |
| Date & Time: Sep 11, 2015 13:58          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-10-2015 Image: 866921738479 Democratic presidential candidate Hillary Rodham Clinton speaks at the University of Wisconsin-Milwaukee, Thursday, Sept. 10, 2015, in Milwaukee. (AP Photo/Morry Gash)   |       |
| Date & Time: Sep 11, 2015 14:00          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-03-2015 Image: 256999304304 Republican presidential candidate Donald Trump walks to the podium to address a news conference, at Trump Tower, in New York, Thursday, Sept. 3, 2015. The Republican candidates for president started putting pen to pa  |       |
| Date & Time: Sep 11, 2015 16:17          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 06-07-2015 Image: 678721979730 Presidential hopeful former Texas Gov. Rick Perry speaks during a cookout and rally at the Nashua Community College in Nashua, N.H., Sunday, June 7, 2015. Perry has opened his second bid for the Republican president   |       |
| Date & Time: Sep 11, 2015 18:14          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 08-07-2015 Image: 735925439283 Republican presidential candidate, former Texas Gov. Rick Perry, waves to the crowd as he steps to the podium to speak at the RedState Gathering, Friday, Aug. 7, 2015, in Atlanta. (AP Photo/David Goldman)              |       |
| Date & Time: Sep 11, 2015 18:16          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 08-17-2015 Image: 721738272 Republican presidential candidate Donald Trump leaves for lunch after being summoned for jury duty in New York, Monday, Aug. 17, 2015. Trump was due to report for jury duty Monday in Manhattan. The front-runner said las  |       |
| Date & Time: Sep 13, 2015 16:22          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 05-20-2015 Image: 420294946272 Democratic Presidential candidate Sen. Bernie Sanders, I-Vt., poses for a portrait before an interview, Wednesday May 20, 2015, in Washington. (AP Photo/Jacquelyn Martin)  |       |
| Date & Time: Sep 13, 2015 20:20          |  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-02-2007 Image: 070902030603 People march in protest along Prince William Parkway in Woodbridge, Va., Sunday, Sept. 2, 2007. The march and rally, organized by the immigrant rights group "Mexicans Without Borders," was held in protest of measures  |       |
| Date & Time: Sep 13, 2015 20:24          |  |       |

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| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 07-23-2008 Image: 080723027431 David Duchovny arrives at the premiere of the film "The X-Files: I Want To Believe" in Los Angeles, Wednesday, July 23, 2008. (AP Photo/Chris Pizzello)  |       |
| Date & Time: Sep 14, 2015 13:08          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 07-23-2008 Image: 080723027175 David Duchovny, a cast member in the film "The X-Files: I Want To Believe," arrives at the premiere of the film in Los Angeles, Wednesday, July 23, 2008. (AP Photo/Chris Pizzello)                                      |       |
| Date & Time: Sep 14, 2015 13:08          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 03-04-2005 Image: 050304015956 News anchor Dan Rather rehearses on the CBS "Evening News" set in New York, Thursday March 3, 2005. After 24 years at the anchor desk, Rather plans to make his final broadcast next Wednesday. (AP Photo/Bebeto Matth)  |       |
| Date & Time: Sep 14, 2015 15:33          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 08-06-2015 Image: 659790057202 Republican presidential candidates from left, Chris Christie, Marco Rubio, Ben Carson, Scott Walker, Donald Trump, Jeb Bush, Mike Huckabee, Ted Cruz, Rand Paul, and John Kasich take the stage for the first Republican |       |
| Date & Time: Sep 14, 2015 16:41          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 08-06-2015 Image: 26547854838 Republican presidential candidates from left, Chris Christie, Marco Rubio, Ben Carson, Scott Walker, Donald Trump, Jeb Bush, Mike Huckabee, Ted Cruz, Rand Paul, and John Kasich take the stage for the first Republican  |       |
| Date & Time: Sep 14, 2015 16:42          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 08-06-2015 Image: 302404134682 Republican presidential candidates from left, Chris Christie, Marco Rubio, Ben Carson, Scott Walker, Donald Trump, Jeb Bush, Mike Huckabee, Ted Cruz, Rand Paul, and John Kasich take the stage for the first Republican |       |
| Date & Time: Sep 14, 2015 16:44          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 12-17-2012 Image: 115603117203 Syrians warm themselves at a refugee camp in Azaz, Syria, Monday, Dec. 17, 2012. Thousands of Syrian refugees who fled their homes due to fighting between Free Syrian Army fighters and government forces, face cold we |       |
| Date & Time: Sep 14, 2015 17:06          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 12-11-2012 Image: 384373332919 A wheelchair-bound Syrian woman who fled her home sits outside her tent at a camp for displaced Syrians in the village of Atme, Syria, Tuesday, Dec. 11, 2012. This tent camp sheltering some of the hundreds of thousa  |       |
| Date & Time: Sep 14, 2015 17:12          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 05-19-2015 Image: 82446112487 Actress Emily Blunt reacts as she leaves following the screening of the film Sicario at the 68th international film festival, Cannes, southern France, Tuesday, May 19, 2015. (AP Photo/Lionel Cironneau)                 |       |
| Date & Time: Sep 15, 2015 11:18          |   |       |
| InVision Licensing                       | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 08-13-2015 Image: 174368252573 Emily Blunt, left, and Benicio del Toro accept grants on behalf of the American Film Institute, Cinematheque, the University of California, Los Angeles and New York University at The Hollywood Foreign Press Associati |       |
| Date & Time: Sep 15, 2015 11:21          |   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 02-24-2015 Image: 886351245953 FILE - In this Sept. 29, 2014 file photo, New Jersey Gov. Chris Christie, right, and Wisconsin Gov. Scott Walker share a laugh as Walker campaigns at Empire Bucket in Hudson, Wis. Let's say that America has given you |       |
| Date & Time: Sep 23, 2015 17:09          |   |       |

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| Downloaded By: digitalcreative@gmail.com | Created 09-22-2015 Image: 744700305640 Pope Francis waves from a Fiat 500L as his motorcade departs Andrews Air Force Base, Md., Tuesday, Sept. 22, 2015, after being greeted by President Barack Obama and first lady Michelle Obama. (AP Photo/Andrew Harnik)   |        |
| Date & Time: Sep 23, 2015 17:37          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-23-2015 Image: 126878516342 President Barack Obama talks with Pope Francis in the Oval Office of the White House in Washington, Wednesday, Sept. 23, 2015. (Tony Gentile/Pool Photo via AP)  |        |
| Date & Time: Sep 23, 2015 17:50          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-23-2015 Image: 148852893947 The crowd gathers before sunrise on Capitol Hill in Washington, Thursday, Sept. 24, 2015, as they wait for Pope Francis to come to the West Front of the Capitol following his address to a joint meeting of Congress. (D) |        |
| Date & Time: Sep 24, 2015 09:44          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-23-2015 Image: 127543733083 Pope Francis speaks during the midday prayer from the Liturgy of Hours, the daily form of prayer of the Catholic Church, with bishops from the United States at the Cathedral of St. Matthew the Apostle, Wednesday, Sep   |        |
| Date & Time: Sep 24, 2015 10:05          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-24-2015 Image: 427703220183 Pope Francis addresses a joint meeting of Congress on Capitol Hill in Washington, Thursday, Sept. 24, 2015, making history as the first pontiff to do so. (AP Photo/Evan Vucci)  |        |
| Date & Time: Sep 24, 2015 10:10          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-24-2015 Image: 251755852507 Mark Perez wears buttons, including one bearing the image of Pope Francis while waiting for him to arrive at the Catholic Charities of the Archdiocese of Washington, Thursday, Sept. 24, 2015. When asked what he plans   |        |
| Date & Time: Sep 24, 2015 13:11          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-24-2015 Image: 75152484291 People watch Pope Francis on a large screen television from the West Front of the Capitol in Washington, Thursday, Sept. 24, 2015, as the Pope addresses a joint meeting of Congress. Pope Francis is the first pontiff     |        |
| Date & Time: Sep 24, 2015 13:11          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-24-2015 Image: 334660589086 Pope Francis, accompanied by House Majority Leader Kevin McCarthy of Calif., second from right, and House Speaker John Boehner of Ohio, speaks from the Speaker's Balcony on Capitol Hill, Thursday, Sept. 24, 2015, aft   |        |
| Date & Time: Sep 25, 2015 10:29          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-24-2015 Image: 948720621343 Pope Francis leads an evening prayer service at St. Patrick's Cathedral, Thursday, Sept. 24, 2015, in New York. (AP Photo/Jason DeCrow)  |        |
| Date & Time: Sep 25, 2015 12:44          |   |        |
| inVision Licensing                       | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 08-22-2015 Image: 313159721105 Kanye West performs during FYF Fest at L.A. Memorial Sports Arena & Exposition Park on Saturday, Aug. 22, 2015, in Los Angeles. (Photo by Rich Fury/inVision/AP)   |        |
| Date & Time: Sep 25, 2015 13:32          |   |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 06-16-2015 Image: 906746979694 FILE - In this Tuesday, June 16, 2015 file photo, Warner Bros' toy-to-life title LEGO Dimensions experience is shown at the E3 Electronic Entertainment Expo at Los Angeles Convention Center. The LEGO Dimensions previ   |        |
| Date & Time: Sep 25, 2015 14:28          |   |        |

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| Downloaded By: digitalcreative@gmail.com | Created 09-25-2015 Image: 497636454147 President Barack Obama shakes hands with Chinese President Xi Jinping after their joint news conference in the Rose Garden of the White House in Washington, Friday, Sept. 25, 2015. (AP Photo/Evan Vucci)                |        |
| Date & Time: Sep 25, 2015 16:45          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-25-2015 Image: 866271623967 President Barack Obama and Chinese President Xi Jinping participate in a joint news conference in the Rose Garden of the White House in Washington, Friday, Sept. 25, 2015. (AP Photo/Andrew Hamik)                       |        |
| Date & Time: Sep 25, 2015 16:46          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 07-29-2015 Image: 64799641504 House Speaker John Boehner of Ohio speaks during a news conference on Capitol Hill in Washington, Wednesday, July 29, 2015. An effort by a conservative Republican to strip Boehner of his position as the top House lead  |        |
| Date & Time: Sep 27, 2015 14:52          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-25-2015 image: 390174989240 FILE - In this Sept. 25, 2015 file photo, House Speaker John Boehner of Ohio announces on Capitol Hill in Washington, that he will resign from Congress at the end of October. The gulf between tea party conservatives   |        |
| Date & Time: Sep 27, 2015 14:52          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-04-2015 Image: 655481181597 Republican presidential candidate, Sen. Marco Rubio, R-Fla., smiles as he visits with supporters at an outdoor restaurant in the Santurce district of San Juan, Puerto Rico, Friday, Sept. 4, 2015. The U.S. territory m  |        |
| Date & Time: Sep 27, 2015 14:54          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-16-2015 Image: 264350061628 Republican presidential candidate, former Arkansas Gov. Mike Huckabee, left, and Marco Rubiomake their points during the CNN Republican presidential debate at the Ronald Reagan Presidential Library and Museum on Wedn  |        |
| Date & Time: Sep 27, 2015 14:55          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 06-01-2015 Image: 688737866483 In this photo taken June 1, 2015, President Barack Obama speaks in the Oval Office of the White House in Washington. Beneath the tough talk on Russia expected from President Barack Obama and other leaders gathering i  |        |
| Date & Time: Sep 27, 2015 16:46          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-27-2015 Image: 654443115817 Pope Francis greets seminarians as he walks the loggia to his address to the Bishops at St. Martin of Tours Chapel at St. Charles Borromeo Seminary, Sunday, Sept. 27, 2015 in Wynnewood, Pa. (Tom Gralish/The Philadelph |        |
| Date & Time: Sep 28, 2015 10:27          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-28-2015 Image: 68181181241 Republican presidential candidate Donald Trump talks about his tax plan during a news conference, Monday, Sept. 28, 2015, in New York. The Republican front-runner is calling for an overhaul of the tax code that would   |        |
| Date & Time: Sep 28, 2015 16:50          |  |        |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015   | 35.00  |
| Downloaded By: digitalcreative@gmail.com | Created 09-28-2015 Image: 270107488223 Republican presidential candidate Donald Trump talks about his tax plan during a news conference, Monday, Sept. 28, 2015, in New York. The Republican front-runner is calling for an overhaul of the tax code that would  |        |
| Date & Time: Sep 28, 2015 16:51          |  |        |

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| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 05-21-2008 Image: 080521018568 Sen. Edward M. Kennedy, D-Mass., waves toward members of the               |       |
| Date & Time: Sep 28, 2015 18:01          | media while arriving by car at the Kennedy family's compound, in Hyannisport, Mass., Wednesday, May 21,           |       |
|  | 2008. Kennedy checked out of Massachusetts GeneralH   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-29-2015 Image: 36452900874 Planned Parenthood Federation of America President Cecile                   |       |
| Date & Time: Sep 29, 2015 16:50          | Richards testifies on Capitol Hill in Washington, Tuesday, Sept. 29, 2015, before the House Oversight and         |       |
|  | Government Reform Committee hearing on "Planned Paren   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-29-2015 Image: 805097635169 House Oversight and Government Reform Committee member Rep.                |       |
| Date & Time: Sep 29, 2015 16:50          | Carolyn Maloney, D-N.Y., right, accompanied by fellow committee member Del. Eleanor Holmes Norton, D-D.C.,        |       |
|  | center, gives a thumbs-up to Planned Parenthood F   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-29-2015 Image: 214836156310 Planned Parenthood Federation of America President Cecile                  |       |
| Date & Time: Sep 29, 2015 16:55          | Richards is sworn in on Capitol Hill in Washington, Tuesday, Sept. 29, 2015, prior to testifying before the House |       |
|  | Oversight and Government Reform Committee he  |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-25-2015 Image: 934115418356 Republican presidential candidate Sen. Marco Rubio, R-Fla., waves          |       |
| Date & Time: Sep 30, 2015 07:00          | to the crowd after speaking at Values Voter Summit, held by the Family Research Council Action, in                |       |
|  | Washington, Friday, Sept. 25, 2015. ( AP Photo/Jose   |       |
| AP Images                                | Service Period from 09/01/2015 to 09/30/2015  | 35.00 |
| Downloaded By: digitalcreative@gmail.com | Created 09-25-2015 Image: 57835710337 Republican presidential candidate Sen. Marco Rubio, R-Fla., waves           |       |
| Date & Time: Sep 30, 2015 07:12          | to the crowd after speaking at Values Voter Summit, held by the Family Research Council Action, in Washington,    |       |
|  | Friday, Sept. 25, 2015. ( AP Photo/JoseLu   |       |

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AP Images

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AP Video Archive

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1,000.00

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Service period from 07/02/2015 to 07/31/2015

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**AP Video Archive**

Service start effective 07/02/2015 @ 1,000.00 per month

Service period from 07/02/2015 to 07/31/2015

957.74

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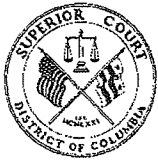
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| UNITED BANK                                 |                  |              |      |
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CIVIL DIVISION  
500 Indiana Avenue, N.W., Suite 5000  
Washington, D.C. 20001 Telephone: (202) 879-1133

The Associated Press

Plaintiff

vs.

Case Number

Lifetzette, Inc.

Serve on: DC Superintendent of Corporations

1100 4th St., SW, 2nd Fl, Washington, DC 20024

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

KIND & DASHOFF, LLC

Name of Plaintiff's Attorney

Richard M. Kind 964312

Address

One Church Lane, Baltimore, MD 21208

410-486-0808

Telephone

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번역을 원하시면, (202) 879-4828 로 전화하십시오 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

Clerk of the Court

By

Deputy Clerk

Date

**IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.**

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-682-2700) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation  
Vea al dorso la traducción al español



# TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA

## DIVISIÓN CIVIL

500 Indiana Avenue, N.W., Suite 5000  
Washington, D.C. 20001 Teléfono: (202) 879-1133

Demandante

contra

Número de Caso: \_\_\_\_\_

Demandado

### CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veinte (20) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que Usted le entregue al demandante una copia de la Contestación o en el plazo de cinco (5) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

Por: \_\_\_\_\_

Subsecretario

Dirección

Fecha \_\_\_\_\_

Teléfono

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화하십시오

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO, O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

Si desea conversar con un abogado y le parece que no puede afrontar el costo de uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-682-2700) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse de otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés  
See reverse side for English original

# Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

## INFORMATION SHEET

The Associated Press

Case Number: \_\_\_\_\_

vs

Date: February 23, 2017

Lifetzette, Inc.

☐ One of the defendants is being sued  
in their official capacity.

|   |                                   |   |
|---|-----------------------------------|---|
| Name: (please print)<br>Richard M. Kind, Esq. |                                   | Relationship to Lawsuit<br><input checked="" type="checkbox"/> Attorney for Plaintiff<br><input type="checkbox"/> Self (Pro Se)<br>Other: _____ |
| Firm Name:<br>Kind & Dashoff, LLC             |                                   |   |
| Telephone No.:<br>410-486-0808                | Six digit Unified Bar No.: 964312 |   |

TYPE OF CASE: ☒ Non-Jury

☐ 6 Person Jury

☐ 12 Person Jury

Demand: \$ 42,611.71

Other: \_\_\_\_\_

### PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_

### NATURE OF SUIT: (Check One Box Only)

#### A. CONTRACTS

- ☐ 01 Breach of Contract
- ☐ 02 Breach of Warranty
- ☐ 06 Negotiable Instrument
- ☐ 15 \_\_\_\_\_

- ☐ 07 Personal Property
- ☐ 09 Real Property-Real Estate
- ☐ 12 Specific Performance

#### COLLECTION CASES

- ☐ 14 Under \$25,000 Pltf. Grants Consent
- ☐ 16 Under \$25,000 Consent Denied
- ☒ 17 OVER \$25,000 Pltf. Grants Consent

#### B. PROPERTY TORTS

- ☐ 01 Automobile
- ☐ 02 Conversion
- ☐ 07 Shoplifting, D.C. Code § 27-102(a)

- ☐ 03 Destruction of Private Property
- ☐ 04 Property Damage

- ☐ 05 Trespass
- ☐ 06 Traffic Adjudication

#### C. PERSONAL TORTS

- ☐ 01 Abuse of Process
- ☐ 02 Alienation of Affection
- ☐ 03 Assault and Battery
- ☐ 04 Automobile-Personal Injury
- ☐ 05 Deceit (Misrepresentation)
- ☐ 06 False Accusation
- ☐ 07 False Arrest
- ☐ 08 Fraud

- ☐ 09 Harassment
- ☐ 10 Invasion of Privacy
- ☐ 11 Libel and Slander
- ☐ 12 Malicious Interference
- ☐ 13 Malicious Prosecution
- ☐ 14 Malpractice Legal
- ☐ 15 Malpractice Medical (including wrongful death)
- ☐ 16 Negligence-(Not Automobile, Not Malpractice)

- ☐ 17 Personal Injury - (Not Automobile, Not Malpractice)
- ☐ 18 Wrongful Death (Not malpractice)
- ☐ 19 Wrongful Eviction
- ☐ 20 Friendly Suit
- ☐ 21 Asbestos
- ☐ 22 Toxic/Mass Torts
- ☐ 23 Tobacco
- ☐ 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE ☒ IF USED

## INFORMATION SHEET, Continued

|  |   |  |
|--|---|--|
| <b>D. OTHERS</b><br><b>I.</b><br><input type="checkbox"/> 01 Accounting<br><input type="checkbox"/> 02 Att. Before Judgment<br><input type="checkbox"/> 04 Condemnation (Emin. Domain)<br><input type="checkbox"/> 05 Ejectment<br><input type="checkbox"/> 07 Insurance/Subrogation<br>Under \$25,000 Pltf.<br>Grants Consent<br><input type="checkbox"/> 08 Quiet Title<br><input type="checkbox"/> 09 Special Writ/Warrants<br>DC Code § 11-941 | <input type="checkbox"/> 10 T.R.O./Injunction<br><input type="checkbox"/> 11 Writ of Replevin<br><input type="checkbox"/> 12 Enforce Mechanics Lien<br><input type="checkbox"/> 16 Declaratory Judgment<br><input type="checkbox"/> 17 Merit Personnel Act (OEA)<br>(D.C. Code Title 1, Chapter 6)<br><input type="checkbox"/> 18 Product Liability<br><input type="checkbox"/> 24 Application to Confirm, Modify,<br>Vacate Arbitration Award<br>(D.C. Code § 16-4315) | <input type="checkbox"/> 25 Liens: Tax/Water Consent Granted<br><input type="checkbox"/> 26 Insurance/Subrogation<br>Under \$25,000 Consent Denied<br><input type="checkbox"/> 27 Insurance/Subrogation<br>Over \$25,000<br><input type="checkbox"/> 28 Motion to Confirm Arbitration<br>Award (Collection Cases Only)<br><input type="checkbox"/> 26 Merit Personnel Act (OHR)<br><input type="checkbox"/> 30 Liens: Tax/Water Consent Denied |
| <b>II.</b><br><input type="checkbox"/> 03 Change of Name<br><input type="checkbox"/> 06 Foreign Judgment<br><input type="checkbox"/> 13 Correction of Birth Certificate<br><input type="checkbox"/> 14 Correction of Marriage<br>Certificate   | <input type="checkbox"/> 15 Libel of Information<br><input type="checkbox"/> 19 Enter Administrative Order as<br>Judgment [D.C. Code §<br>2-1802.03(h) or 32-1519(a)]<br><input type="checkbox"/> 20 Master Meter (D.C. Code §<br>42-3301, et seq.)   | <input type="checkbox"/> 21 Petition for Subpoena<br>[Rule 28-I (b)]<br><input type="checkbox"/> 22 Release Mechanics Lien<br><input type="checkbox"/> 23 Rule 27 (a)(1)<br>(Perpetuate Testimony)   |

For individuals not represented by an attorney: ( ) I acknowledge receipt of the Civil Actions Pro Se Handbook.

KIND & DASHOFF, LLC

Signature

Richard M. Kind 964312

February 23, 2017

Date

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION

CONSENT TO HAVE PROCEEDINGS CONDUCTED BY HEARING COMMISSIONER

The Associated Press

Civil Action No. \_\_\_\_\_

Plaintiff


vs.

Lifetzette, Inc.

Defendant

Consent Granted. Pursuant to Super. Ct. Civ. R. 40-III and Super. Ct. Civ. R. 73, plaintiff(s)/defendant(s) hereby consent to have all proceedings in the above captioned case conducted by a hearing commissioner rather than a judge. It is understood that this consent constitutes a waiver of jury trial. It is further understood that this consent may be withdrawn only upon leave of the Presiding Judge of the Civil Division, or that Judge's designee, for good cause shown.

KIND & DASHOFF, LLC

  
\_\_\_\_\_  
Plaintiff/Defendant

2-23-17

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff/Defendant

\_\_\_\_\_  
Date

Richard M. Kind 964312

\_\_\_\_\_  
Plaintiff/Defendant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff/Defendant

\_\_\_\_\_  
Date