

August 18, 2020

Honorable Lewis Kaplan
United States District Judge
Southern District of New York
500 Pearl Street
New York, New York 10007

Re: ***Rodriguez v. Whole World Water, LLC (1:20-cv-3821-LAK)***

Dear Judge Kaplan,

Attached to this letter is the following additional documents:

Exhibit A: An email from Erika Rodriguez, the plaintiff in this action, to Liebowitz Law Firm, PLLC with the infringement of this case with the attached PDF.

Exhibit B: An email exchange between Luke Kuller, an employee of Liebowitz Law Firm, confirming the case has been documented and inquiring about some more intake about the case.

Exhibit C: An email exchange between Erika Rodriguez and Richard Liebowitz discussing the case and where Erika Rodriguez authorized the settlement of this case.

Exhibit D: The retainer agreement between Liebowitz Law Firm and Erika Rodriguez.

Respectfully submitted,

/s/Richard Liebowitz
Richard P. Liebowitz

Counsel for Plaintiff Erika Rodriguez

EXHIBIT A



Richard Liebowitz <richardpliebowitz@gmail.com>

Fwd: Infringement - Instagram Use

Luke Kuller <lk@liebowitzlawfirm.com>
To: Richard Liebowitz <richardpliebowitz@gmail.com>

Mon, Aug 17, 2020 at 8:51 AM

----- Forwarded message -----

From: **Donna Halperin** <dh@liebowitzlawfirm.com>
Date: Wed, Mar 11, 2020 at 9:24 PM
Subject: Fwd: Infringement - Instagram Use
To: Luke Kuller <lk@liebowitzlawfirm.com>, Esaba Hoque <eh@liebowitzlawfirm.com>

----- Forwarded message -----

From: **Erika P. Rodriguez Fotog** <erikaprodriguez@gmail.com>
Date: Wed, Mar 11, 2020 at 5:49 PM
Subject: Infringement - Instagram Use
To: CaseReview - Liebowitz Law <casereview@liebowitzlawfirm.com>

https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_INFORMATION?p_token=EA4F67F224E7D5A0006B80B5EFF61B1D997CEBAE057002517C2121448D38BA8F7F7D3B2B2A5C42E3FA6B2BE2C069929F&p_nameid=4F3AE570469D098B&p_corpid=33EAF7C78BAF2A4E8&p_captcha=13112&p_captcha_check=EA4F67F224E7D5A0006B80B5EFF61B1D997CEBAE057002517C2121448D38BA8F293BAA8D0FF6CFAE849512872C94B321&p_entity_name=%77%68%6F%6C%65%20%77%6F%72%6C%64%20%77%61%74%65%72&p_name_type=%41&p_search_type=%42%45%47%49%4E%53&p_srch_results_page=0

erikaprodriguez.com

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Best,

Donna Halperin, Director of Client Relations
Liebowitz Law Firm, PLLC
516-233-1660
www.LiebowitzLawFirm.com


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--
Best,

Luke Kuller, Research Analyst

Liebowitz Law Firm, PLLC
(800) 778-1660

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 **20200311_infringement_wholeworldwater instagram.pdf**
357K

Erika P. Rodriguez
erikaprodrdz@gmail.com

Original JPG Label: 1.9.20_20200108_NAT_EARTHQUAKE-72

First date of publication: January 10, 2020

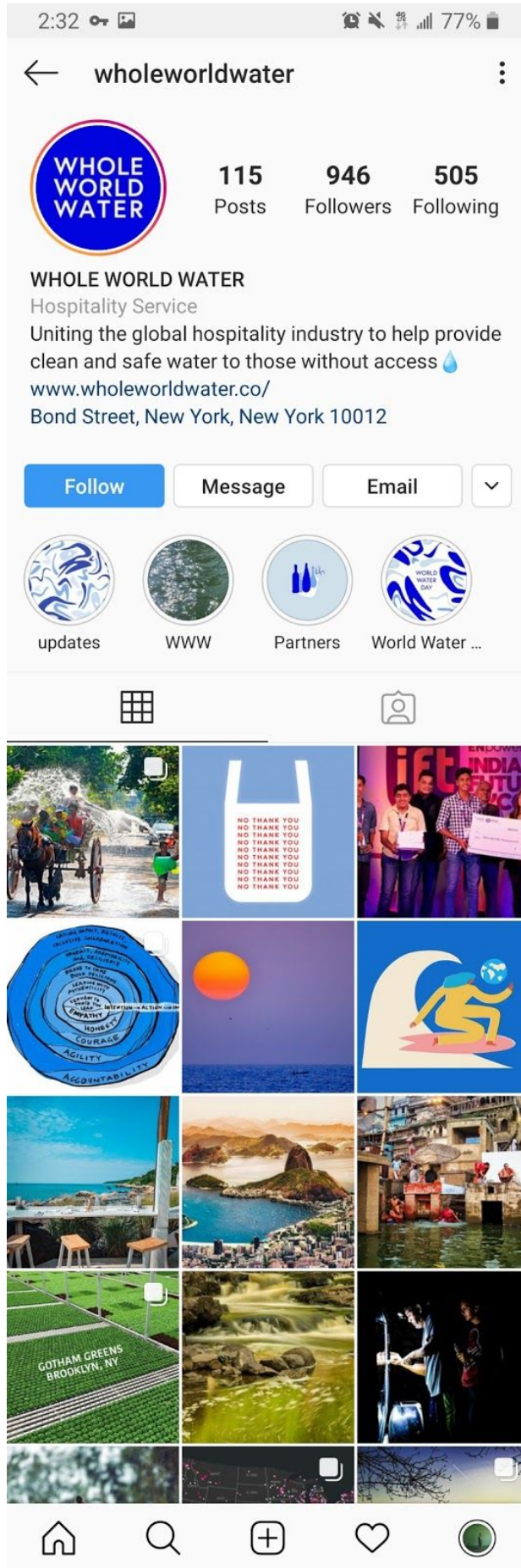
Original Publication:

<https://www.nytimes.com/2020/01/10/us/puerto-rico-electricity-power-earthquake.html>

https://www.instagram.com/p/B7tuZ_KHJij/

<https://www.instagram.com/wholeworldwater/>

<https://www.wholeworldwater.co/>





2:33 🔑 📷 🔦

🔕 🚫 📶 77% 🔋

← Posts



wholeworldwater
Guayanilla, Puerto Rico



8 likes

wholeworldwater Natural disasters are becoming more rapid and furious due to climate change. Puerto Rico has already received its fair share of them, still recovering from Hurricane Maria in 2017 and was recently hit by a catastrophic 4.5 magnitude earthquake! 🇵🇷

“Thousands of Puerto Ricans remain on the streets, too scared of unsafe structures to sleep indoors, and crowded public shelters have had no running water in the bathrooms because the power outage has also shut down water pumps.” (@nytimes)

There have been multiple reports regarding the unused aid that the government neglects to distribute properly to its citizens. A better disaster protocol from the US and local government must be implemented because another storm is certainly looming. ☁️☁️☁️

wholeworldwater #puertorico #protest
#hurricanemaria #earthquake #naturaldisaster
#climatechange #humanactivity #government
#wandavázquez #poweroutage #2020 #www



January 24

EXHIBIT B



Richard Liebowitz <richardpliebowitz@gmail.com>

Fwd: Infringement- Instagram Use

Luke Kuller <lk@liebowitzlawfirm.com>
To: Richard Liebowitz <richardpliebowitz@gmail.com>

Mon, Aug 17, 2020 at 8:48 AM

----- Forwarded message -----

From: **Luke Kuller** <lk@liebowitzlawfirm.com>
Date: Thu, Mar 12, 2020 at 11:23 AM
Subject: Re: Infringement- Instagram Use
To: Erika P. Rodriguez <erika@erikaprodriguez.com>

Dear Erika,

Ok great, thanks for letting me know!

On Thu, Mar 12, 2020 at 11:16 AM Erika P. Rodriguez <erika@erikaprodriguez.com> wrote:

Hi Luke,

Thanks for getting back to me.

I discovered the image the same day it was posted, on January 24 - they tagged me on Instagram when they posted.

Best,

Erika

—
www.erikaprodriguez.com

On Thu, Mar 12, 2020, 10:17 AM Luke Kuller <lk@liebowitzlawfirm.com> wrote:

Hey Erika,

I documented the case you sent us in regards to your image being used by Whole World Water, LLC, through their instagram account. Also do you happen to know the specific date you discovered the infringement of your image by Whole World Water, LLC? If so, I can add that to the case. Lastly, I also found another case this morning which is just awaiting your approval. Thanks again for sending the case over!

--
Best,

Luke Kuller, Research Analyst
Liebowitz Law Firm, PLLC
(800) 778-1660

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Best,

Luke Kuller, Research Analyst
Liebowitz Law Firm, PLLC

(800) 778-1660

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Best,

Luke Kuller, Research Analyst
Liebowitz Law Firm, PLLC
(800) 778-1660

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EXHIBIT C



Richard Liebowitz <richardpliebowitz@gmail.com>

Copyright Update

Richard Liebowitz <RL@liebowitzlawfirm.com>
To: "Erika P. Rodriguez" <erika@erikaprodriguez.com>
Cc: "Erika P. Rodriguez" <erika@erikaprodriguez.com>

Mon, Jul 13, 2020 at 12:01 AM

Hi Erika,

Hope you are well. See the attached \$500 offer and judgement and also the e-mails from their lawyers showing that WWW has shut down. It is hard to tell if they are bluffing or not. Please let me know your thoughts.


Thank you.

Best,

Richard Liebowitz
Liebowitz Law Firm, PLLC
516-233-1660
www.LiebowitzLawFirm.com

[Quoted text hidden]

3 attachments

 **19221400_1.pdf**
119K

 **Gmail - RE_ Whole World Water vs Erika Rodriguez (FRE 408 SETTLEMENT COMMUNICATIONS).pdf**
97K

 **Gmail - RE_ Whole World Water vs Erika Rodriguez (FRE 408 SETTLEMENT COMMUNICATIONS) 2.pdf**
169K



Richard Liebowitz <richardpliebowitz@gmail.com>

Copyright Update

Richard Liebowitz <RL@liebowitzlawfirm.com>
To: "Erika P. Rodriguez" <erika@erikaprodriguez.com>
Cc: "Erika P. Rodriguez" <erika@erikaprodriguez.com>

Mon, Jul 13, 2020 at 12:03 AM

Hi Erika,

Thanks. I am also attaching the lawyer's letter to the Court outlining their position. I wanted to see if they would be willing to have a mediation. Please let me know your thoughts. Thank you.

Best,

Richard Liebowitz
Liebowitz Law Firm, PLLC
516-233-1660
www.LiebowitzLawFirm.com

[Quoted text hidden]

 **WWW Order.pdf**
749K



Richard Liebowitz <richardpliebowitz@gmail.com>

Copyright Update

Erika P. Rodriguez <erika@erikaprodriguez.com>
To: Richard Liebowitz <rl@liebowitzlawfirm.com>

Sun, Jul 19, 2020 at 7:19 PM

Hi Richard,

Apologies on the delayed response.

I would accept the \$500 offer, if they are in the process of closing and dissolving the company it wouldn't make much sense to do anything else.

Please let me know how things are to take on from here.

Thanks,

Erika

[Quoted text hidden]



Richard Liebowitz <richardpliebowitz@gmail.com>

Copyright Update

Richard Liebowitz <RL@liebowitzlawfirm.com>
To: "Erika P. Rodriguez" <erika@erikaprodriguez.com>

Wed, Jul 22, 2020 at 10:39 AM

Hi Erika,

Okay, I will give it once last push if I can anything more, but it does look like they are folding. Thank you!

[Quoted text hidden]



Richard Liebowitz <richardpliebowitz@gmail.com>

Copyright Update

Erika P. Rodriguez <erika@erikaprodriguez.com>
To: Richard Liebowitz <rl@liebowitzlawfirm.com>

Wed, Jul 22, 2020 at 1:24 PM

Hi Richard,

I made a mistake in my last email.

I meant to say that I accept the \$500 offer, if they are folding there is no need to push for more.

Thanks,

E

—
www.erikaprodriguez.com

[Quoted text hidden]



Richard Liebowitz <richardpliebowitz@gmail.com>

Copyright Update

Richard Liebowitz <RL@liebowitzlawfirm.com>
To: "Erika P. Rodriguez" <erika@erikaprodriguez.com>

Wed, Jul 22, 2020 at 1:25 PM

Got it. Okay, thank you, Erika.

Best,

Richard Liebowitz
Liebowitz Law Firm, PLLC
516-233-1660
www.LiebowitzLawFirm.com

[Quoted text hidden]

EXHIBIT D

Liebowitz Law Firm, PLLC
11 Sunrise Plaza, Suite 305
Valley Stream, New York 11580-6111
516-233-1660

RETAINER AGREEMENT

Thank you for retaining Liebowitz Law Firm, PLLC (“LLF” or “the Firm”) to represent you (“You” or “Client”). Part 1215 of the Joint Rules of the Appellate Divisions of the Supreme Court of the State of New York requires most retainer agreements to be in writing, and as discussed, this letter sets out the terms of the retainer agreement between You and the Firm.

1. SCOPE OF ATTORNEY SERVICES: You have requested that LLF provide legal services to You in connection with the investigation, enforcement, or prosecution of your copyright infringement claims (the “Services”). You authorize LLF to take any steps, which, in their sole discretion, are necessary or appropriate to protect your interest in your claims. LLF will represent You to the best of its ability, consistent with professional standards of competence and integrity. LLF has not made any warranties or given any guaranty regarding the ultimate success or outcome of the Services. LLF shall keep You informed of the status of your matter, and agree to explain the laws pertinent to your situation, the available course(s) of action, and the attendant risks. Aside from the Contingency Fee (described below in paragraph 2), You will not be billed for the preparation and/or litigation of Your case.

2. CONTINGENCY FEE:

If the Firm is successful in obtaining money on your behalf, You agree to pay the Firm **fifty percent (50%) of any such amount recovered, whether recovered by lawsuit, settlement, or otherwise** (the “Contingency Fee”). Such percentage shall be computed on the net sum recovered after deducting from the amount recovered fees, expenses, and disbursements properly chargeable to the enforcement of the claim or prosecution of the action (such as court filing fees, deposition transcript fees, expert fees, U.S. Copyright Registration fees, postage fees, photocopies, etc.). In computing the Contingency Fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered. In the event there is no recovery, there is no attorney’s fee.

The Copyright Act includes a provision in which attorney’s fees may be awarded to prevailing plaintiffs. However, such an award is within the discretion of the court and not guaranteed. In the event that the Firm recovers attorney’s fees for You or You are awarded attorney’s fees, the attorney’s fees recovered shall be applied against the amount the Firm would be entitled to under

this agreement. If any attorney's fees award exceeds the amount of the Contingency Fee, whether agreed upon through settlement, awarded by judgment or otherwise, the Firm shall be entitled to the full attorney's fee award.

If the cause of action is settled by You without the consent of the Firm, You agree to pay the Firm the above percentage of the full amount of the settlement for the benefit of You, to whomever paid or whatever called. The Firm shall have, in the alternative, the option of seeking compensation on a *quantum meruit* basis to be determined by the court. In such circumstances, the court would determine the fair value of the Services provided. In addition, the Firm shall be entitled to the Firm's taxable costs and disbursements. In the event You are represented on appeal by another attorney, the Firm shall have the option of seeking compensation on a *quantum meruit* basis to be determined by the court.

In pursuing a *quantum meruit* claim for legal services, LLF will rely on its records of the time it spends working on the Services, including telephone conferences, correspondence, legal research, and the preparation and revision of correspondence or other legal documents, and court conferences. Richard P. Liebowitz, Esq.'s hourly rate is \$400 per hour. The Firm also employs associate attorneys with an hourly rate of \$350 per hour.

If, after filing Your case, we cannot continue to prosecute the matter and are forced to dismiss it due to Your misrepresentation, omission or a failure to fulfill Your responsibilities as described in Section 3. "CLIENT RIGHTS AND RESPONSIBILITIES" and other sections of this Agreement, then You will be responsible for the filing costs associated with the case. The filing costs include the complaint filing fee (\$400) and, if applicable, a service of process fee (approximately \$65). You will also be responsible for the copyright registration fees associated with the case (ranging from \$35 to \$55 per application to the U.S. Copyright Office). You will not be charged for the Firm's time in preparing and litigating Your case.

3. CLIENT RIGHTS AND RESPONSIBILITIES: You agree to fully cooperate with the Firm in the administration of the matter. If Your address or phone number changes, please inform LLF as soon as possible. Client agrees seriously to consider any settlement offer that Attorneys recommend before making a decision to accept or reject such offer. You will make yourself available for depositions, settlement conferences, hearings and certain other appearances where your presence is required. You will make your best effort to assist the Firm's prosecution of Your cases, including but not limited to, producing documents and other requested items pertinent to the prosecution of Your case.

4. ATTORNEY'S RIGHT TO TERMINATE/WITHDRAW: LLF may withdraw and discontinue any representation of You in its sole and absolute discretion at any time prior to the institution of

a lawsuit. In the event that You fail or refuse to cooperate with the Firm to such a degree as to prevent them from rendering effective representation, then LLF shall have the right to demand and receive payment for all unreimbursed fees and expenses. You agree that LLF may withdraw from representing You upon written notice sufficient to enable you to retain new counsel.

Without limitation, LLF can withdraw as counsel: 1) if the undersigned decides to cease the practice of law; 2) if evidence discloses that Your claim is without legal merit; 3) if the Firm determines that it does not wish to further prosecute and/or defend Your claims; 4) in the event that You do not provide reasonable cooperation in the prosecution or in the defense of the matter; 5) if You are in material breach of this Agreement; or 6) for any reason authorized by the applicable rules of Professional Conduct.

5. CLIENT'S RIGHT TO TERMINATE: You also understand that You may discharge LLF at any time by sending a writing to LLF. In such event, You will owe LLF all expenses and costs and the greater of: 1) the reasonable hourly rate spent by LLF investigating, enforcing, or prosecuting your claims up to the date of discharge; or 2) 50% of the Contingency Fee that LLF would have earned if there is a future recovery of your claims. LLF retains all rights to collect such fees and costs, including, but not limited to, the right to assert a lien on the case and/or the file.

6. ASSOCIATION OF CO-COUNSEL: You understand that LLF may contract with other attorneys, acceptable to You, for the performance of certain work for the You. The co-counsel fee will be taken out of LLF's Contingency Fee.

7. DISPUTES: In the unlikely event any dispute arising hereunder shall be brought exclusively in the Supreme Court of the State of New York and County of New York, and each party expressly submits to that jurisdiction and venue, except that in the event that a dispute arises between us relating to our fees, You have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

8. ENTIRE AGREEMENT/SEVERABILITY: This Agreement, and all exhibits hereto, supersedes all previous agreements and constitutes the entire Agreement between You and LLF here forward. This Agreement shall not be modified except by written agreement signed by You and LLF. If any provisions of this Agreement are held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. GOVERNING LAW. This Agreement shall be deemed executed in and interpreted in accordance with the law of the State of New York without giving effect to conflicts of law.

10. EFFECTIVE DATE. The effective date of this Agreement shall be the date upon which You execute it.

11. COPY OF AGREEMENT. You acknowledge that You have received a copy of this Agreement.

SIGNATURE PAGE

LIEBOWITZ LAW FIRM, PLLC

Richard Liebowitz

July 12, 2019

Richard P. Liebowitz, Esq.

Date

THE FOREGOING IS AGREED TO:

Client Name: Erika P. Rodriguez

Client Company (if any): Erika P. Rodriguez

Address: PO Box 193325

City, State & Postal Code: San Juan, P.R. 00919

Phone: +1 (787) 565-9046

Email: erikaprodriguez@gmail.com

Erika Rodriguez

07/15/2019

Client Signature

Date