

July 29, 2021,

Re: Claim Number: 0QV49Z FRE 408 Settlement Communication

Dear Sir or Madam,

The Law Firm of Higbee & Associates represents Agence France-Presse. After making several unsuccessful efforts to resolve a copyright matter (PicRights Claim Number 389909361027) with BannersToYou, Agence France-Presse has now hired our law firm to pursue this claim. We hope that we will resolve this matter without going to court. You may wish to hire an attorney and forward this matter to them.

Please see the attached exhibits that show the use of the copyrighted works and the alleged infringing use. If BannersToYou has a license to use the image, please let us know so that we can close this case and apologize for the inconvenience. You can email me at claims@higbeeassociates.com.

Also, if you are a non-commercial entity or if you do not conduct business in the US, please let us know as you are probably receiving this letter in error. In general, we define commercial entities as any individual or entity that derives or attempts to derive revenue through selling advertising, promoting or selling goods or services, or soliciting donations.

If BannersToYou does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. If forced to go to court to resolve the matter, our client will ask for the maximum justifiable damages. Our client may also ask the court to order BannersToYou to pay their attorneys fees and court costs. Copyright lawsuits can result in judgments and liens on property. In some instances, the business owner can be held individually liable. We have enclosed relevant sections with this letter so that you can see the potential damages.

Our client is now asking that BannersToYou pay \$2100 to settle this matter. This amount takes into account the normal licensing fee, the costs incurred in detecting and pursuing the unauthorized use, and the nature of the use. If you believe there are factors that should make this amount lower, or justify withdrawal of this claim, please let us know by calling us or sending us an email. We welcome the opportunity to have a discussion about the matter.

If you wish to quickly and efficiently resolve this matter without any discussion, return the attached release agreement along with your payment of \$2100 made payable to "Higbee & Associates Client Trust Account". This can be returned to us via US Mail. You can also pay with a check or credit card over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 0QV49Z. Your password is djgh69vn. If you choose to make your payment online, you can return the enclosed release agreement via email. Please include the case number (0QV49Z) in the subject line.

If we do not hear from you within 14 days from the date of this letter, we will consider that to mean BannersToYou does not have a license and does not want to settle this matter out of court.

Claim number: 0QV49Z

We understand that many companies are experiencing operational and personal challenges during these times. If you need additional time to investigate or resolve this matter, simply call or email us and we will put the claim on hold for 30 days. However, if you would like to save money and time by resolving the matter now, our client will, in effort to prevent the creation of a backlog of work, accept offers below the usual demand amount.

Please call or email us to discuss this matter, 800-716-1245 or send an email to claims@higbeeassociates.com.

Sincerely,

A handwritten signature in blue ink that reads "Mathew K. Higbee". The signature is written in a cursive style with a large initial 'M'.

Mathew K. Higbee
Attorney at Law

EXHIBIT A



Image Name: Was951370

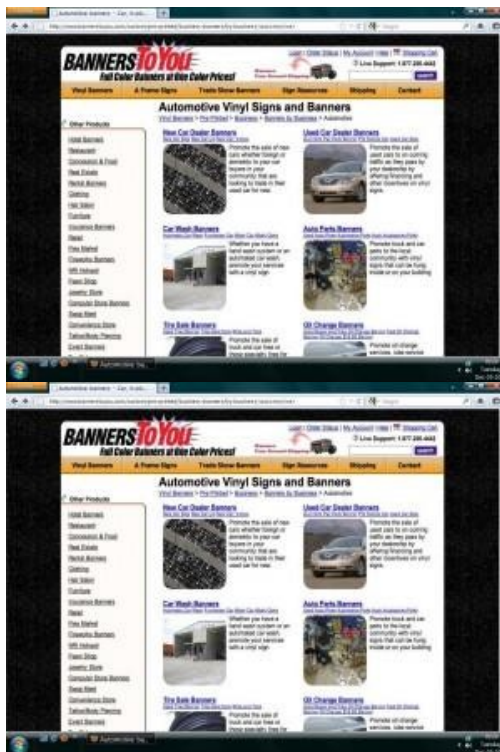
Infringing Webpages:

- <http://www.bannerstoyou.com/custom/pre-printed/business-banners/by-business/automotive/>

Infringing File Locations:

- <http://www.bannerstoyou.com/signs/catsummary/new-car-dealer-banners.jpg>

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to infringements@higbeeassociates.com. The email must include the case number (0QV49Z) in the subject line.



If you are a non-commercial entity (meaning you do not derive income from the website) or if you do not do business in the US, please let us know as you are probably receiving this letter in error.

DAMAGES UNDER COPYRIGHT LAW - 17 US CODE §504 (In Part)

(a) Except as otherwise provided by this title, an infringer of copyright is liable for either—

(1) the copyright owner's actual damages and any additional profits of the infringer, as provided by subsection (b); or **(2)** statutory damages, as provided by subsection (c).

(b) Actual Damages and Profits.—

The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

(c) Statutory Damages. — **(1)** Except as provided by clause (2) of this subsection, the copyright owner may elect, at any time before final judgment is rendered, to recover, instead of actual damages and profits, an award of statutory damages for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, in a sum of not less than \$750 or more than \$30,000 as the court considers just. For the purposes of this subsection, all the parts of a compilation or derivative work constitute one work.

COSTS & ATTORNEYS FEES UNDER 17 US CODE §505 (In Part)

In any civil action under this title, the court in its discretion may allow the recovery of full costs by or against any party other than the United States or an officer thereof. Except as otherwise provided by this title, the court may also award a reasonable attorney's fee to the prevailing party as part of the costs.

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For more information about copyright law consult an attorney or see:

<https://www.copyright.gov/title17/>

<https://www.copyright.gov/title17/92chap5.html>

This law is being provided as a courtesy. Higbee & Associates is not your attorney.

SOME CLAIMS MAY ALSO INCLUDE ADDITIONAL LIABILITY FOR REMOVING OR ALTERING COPYRIGHT MANAGEMENT INFORMATION

17 US CODE SECTION 1202 (IN PART)

(b) Removal or Alteration of Copyright Management Information.—No person shall, without the authority of the copyright owner or the law—

(1) intentionally remove or alter any copyright management information...

Definition. — As used in this section, the term “copyright management information” means any of the following information....

(1) The title and other information identifying the work, including the information set forth on a notice of copyright. **(2)** The name of, and other identifying information about, the author of a work. **(3)** The name of, and other identifying information about, the copyright owner of the work, including the information set forth in a notice of copyright.

US CODE SECTION 1203 (IN PART)

(c) Award of Damages. —

(1) In general.—Except as otherwise provided in this title, a person committing a violation of section 1201 or 1202 is liable for either —

(A) the actual damages and any additional profits of the violator, as provided in paragraph (2), or
(B) statutory damages, as provided in paragraph (3).

...

(3) (B) At any time before final judgment is entered, a complaining party may elect to recover an award of statutory damages **for each violation of section 1202 in the sum of not less than \$2,500 or more than \$25,000.**

For more information about copyright law consult an attorney or see:

<https://www.copyright.gov/title17/92chap12.html#1202>

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Builder = (Agence France Presse)[in Name Claimant]

Search Results: Displaying 205 of 449 entries



Labeled View

Group registration for automated database entitled: "Imageforum" by Agence...

Type of Work: Visual Material

Registration Number / Date: VA0001430218 / 2007-09-29

Title: Group registration for automated database entitled: "Imageforum" by Agence France Presse, published updates from 07/01/07/ to 09/30/07 : Represented by materials dated 09/28/07 updated daily.

Description: Photos

Copyright Claimant: Agence France Presse

Date of Creation: 2007

Date of Publication: 2007-09-30

Authorship on Application: photo, text, compilation: Agence France-Press, employer for hire.

Previous Registration: Preexisting material: previously published database.

Basis of Claim: New Matter: text, photo and compilation thereof updated daily.

Copyright Note: Cataloged from appl.

Other Title: Represented by materials dated 09/28/07 updated daily.

Imageforum

Names: [Agence France Presse](#)



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Mathew Higbee: CA # 241380, MI # P73980, MN # 0388759, NV # 11158, OR # 106514, UT # 11133, WA # 42755, TX # 24076924, IL # 6319929, OH #0094107
Ray Ngo: UT # 11936, NY # 4780706
Melissa Higbee: CA # 247998, AZ # 024644, UT # 11271, FL # 62465, PA # 322114, NJ # 030812012, TN # 034677
Virginia Kostmayer: CO # 45648
Naomi Sarega: CA # 306967, IN # 34182-49

LETTER OF REPRESENTATION
POWER OF ATTORNEY

RE: Agence France-Press

To Whom It May Concern:

Please be advised that the Law Firm of Higbee & Associates has been retained by PicRights and Agence France-Press regarding a copyright infringement matter. As such, we have been appointed as attorney in fact with full power and authority in determining the validity of the above matter and assist in any negotiation, settlement, and payment. We are further authorized to pursue any legal remedies available to our client as a result of this matter. Any attorney, staff member or agent of Higbee & Associates is hereby authorized to discuss any effort to settle and resolve the above matter.

Effective immediately, all communication (mail, phone, electronic or otherwise) regarding the above matter must be forwarded to Higbee & Associates at:

Higbee & Associates
1504 Brookhollow Drive, Suite 112
Santa Ana, CA 92705
(714) 617-8911 Telephone

Sincerely,

Handwritten signatures of Mathew Higbee, Ray Ngo, Melissa Clark, Virginia Kostmayer, and Naomi Sarega with printed names below.

The undersigned have retained Higbee & Associates and grant full power and authority as described above.

Date: January 11, 2018

Client: Agence France-Press Signature: Patrice MONTI, Directeur Commercial et Marketing

Client: PicRights Europe GmbH Signature: Alfred Höfinger, Managing Director



SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (this "Agreement"), dated July 29, 2021, is between BannersToYou ("BannersToYou") and Agence France-Presse ("Agence France-Presse" or "AFP"), a French autonomous entity endowed with civil personality and operating in accordance with commercial rules (Law n° 57-32 of January 10th, 1957 defining the Statutes of Agence France-Presse), whose registered office is at 11-15, Place de la Bourse, 75002 Paris, registered in the Paris Trade and Companies Registrar under number 354 658 354, (collectively the "Parties" or individually the "Party"):

The Parties agree as follows:

1. The Parties wish to resolve their dispute with respect to BannersToYou's use of images designated by Agence France-Presse as images number(s) Was951370 (hereinafter the "Images"). The Parties agree that payment of the amount set forth below and execution of this Agreement serve solely as a settlement between the Parties and is not intended and does not constitute an admission of copyright infringement or other wrong doing by BannersToYou, nor approval by Agence France-Presse for the use of the Images.

2. Agence France-Presse represents and warrants that it owns, or represents the photographers who own, the copyrights in the Images, and that it has all necessary rights and authority to enter into this Agreement on behalf of itself and its photographers.

3. BannersToYou represents and warrants that it has all necessary rights and authority to enter into this Agreement. BannersToYou also represents and warrants that it will undertake to make no further use of the Images without first obtaining the requisite license; and represents that it has not in any way authorized the use of the Images (apart from their use in the materials identified by Higbee & Associates and PicRights) by any other entity or individual, including, but not limited to, its customers, clients, end-users and affiliated entities or individuals.

4. BannersToYou will remit to Higbee & Associates on behalf of Agence France-Presse the sum of \$2,100.00 by August 19, 2021. Upon Payment in full, Agence France-Presse will release BannersToYou from all copyright claims arising out of the use of the Images through and including the date of this agreement (the "Effective Date"). Said payment shall constitute a condition precedent to the release granted in Paragraph 5 below such that said release shall not take effect unless and until such payment has been made in full.

a. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution/>.

5. In consideration for payment of the sum set forth in Paragraph 4 above, Agence France-Presse (on behalf of itself and its photographers) hereby expressly releases and discharges BannersToYou from any and all claims arising from or related to actual or alleged copyright infringement in connection with BannersToYou's past use of the Images on its website <http://bannerstoyou.com> as shown in the Exhibit(s) attached hereto (the "Released Use"). The Parties expressly agree that this release is not and shall not be interpreted as a license for any past, ongoing or future use by BannersToYou of the Images or of any other material owned by Agence France-Presse; any ongoing or future use requires a separate written license agreement. Except as authorized by such license agreement(s), if any, Agence France-Presse reserves its rights under law to bring legal action for any past, ongoing or future use of the Images in any other manner than the Released Use, for any past, ongoing or future use of other AFP images or material without a valid license and for any infringement occurring after the date of this Agreement.

6. It is the intention of both Parties that this Agreement is binding on their principals, successors, agents, assigns and representatives.

7. The Parties shall keep the terms of this Agreement confidential and shall not disclose them (other than to the Party's legal and tax advisors and, in Agence France-Presse's case, to its photographers) unless required to do so by law. This Agreement may be executed in counterparts, each of which

shall constitute an original and all of which taken together shall constitute one and the same instrument

8. Regardless of the place of its physical execution, this Agreement shall be deemed to have been entered into, and shall be interpreted, construed and governed in all respects by the laws of the State of California (United States of America) without regard to its conflicts of laws rules. The Parties agree that the state and federal courts located in the Central District of California shall have exclusive jurisdiction regarding any disputes relating to this Agreement and that such courts shall have personal jurisdiction over them with respect to the same.

Sir or Madam

Date

On Behalf of BannersToYou

Alfred Höfinger

Date

On Behalf of Agence France-Presse

CREDIT CARD PAYMENT AUTHORIZATION FORM

The Law Firm of Higbee & Associates offers interest-free payment plans through our automated billing system. Sign and complete this form to authorize the Law Firm of Higbee & Associates to make the agreed upon credit or debit card or ACH payments. BannersToYou agrees to pay the settlement amount of \$2,100.00 in 1 automatic payment.

By signing this form you give us permission to bill your credit/debit card or bank account for the amount indicated on the dates above plus any additional fees, penalties, or interest charges which have accrued in accordance with the Release and Settlement Agreement ("Settlement Agreement"). This is permission for all transactions related to the Settlement Agreement, and does not provide authorization for any additional unrelated charges.

Please complete the information below:

PAYMENT METHOD (Please Choose One & Provide Requested Information):

CREDIT CARD

Name as it Appears on Card: _____

Credit Card #: _____

Expiration Date: _____ CCV (Security Code): _____

Billing Address: _____

ACH / DIRECT DEPOSIT

Name on the Account: _____

Account Type: Savings Checking

Account #: _____

Routing #: _____

Bank Name: _____

I hereby authorize The Law Firm of Higbee and Associates to automatically bill my account on the dates indicated in the payment plan above.

PRINT NAME: _____

TITLE: _____

COMPANY: _____

Signature: _____ Date: _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for the specified use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.