

EXHIBIT R

EDWARD C. GREENBERG, LLC

COUNSELORS AT LAW

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Tamara L. Lannin

July 1, 2011

Of Counsel:
Debra S. Reiser

BY EMAIL

Jason lee parry

Jasonleeparryphotography@gmail.com

Re: [REDACTED] (a minor) w/ Jason Lee Parry

Our File: C413P/11

Dear Mr. Perry:

We serve as retained litigation counsel to Ms. [REDACTED] [REDACTED] as you well know is a minor, now aged 16. She has already garnered a considerable international reputation and her modeling services are in demand both in the United States and abroad. Ms. [REDACTED] has appeared in international advertising campaigns and runway shows for Gucci, Donna Karan, Oscar de la Renta, and countless others. Photocopies of some of Ms. [REDACTED] work are enclosed herewith.

This office routinely litigates matters of this nature. We write regarding the unauthorized use of Ms. [REDACTED] images in connection with (at least) apparel bearing images created by you.

The current advertising and sales of "Blood Is The New Black"/ "Jason Lee Parry" apparel bears her image, notwithstanding your failure to procure a signed model release from either of [REDACTED] parents. Both your name "Jason Lee Parry" and "Blood Is The New Black" are printed on the inside back "tag" of the apparel. Photocopies of such apparel bearing Ms. [REDACTED] Image (hereinafter the "Offending Apparel") are enclosed herewith for your convenience. As a photographer we trust that you are acutely aware of the necessity of obtaining a signed model release, particularly when employing the use of the image of a child.

Ms. [REDACTED] Image is also currently being advertised and sold as Brandy ♥ Melville "Classic Cotton Clothing" apparel, in multiple forms of garments, including but not limited to "fringe shirts" or "Frange later" and "tank tops" or "Canotta", on at least cream and ivory fabric. Such offending apparel bears the words "[REDACTED]" at the bottom of the image. Photocopies of such apparel bearing Ms. [REDACTED] Image

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(hereinafter also referred to as the "Offending Apparel", collectively with the aforementioned apparel) are enclosed herewith for your convenience.

Recall that in or around March of 2010 [REDACTED] then age 15, was modeling for you at [REDACTED]. You created numerous images of her which now appear on your website and the offending apparel. One image is a head-on shot of [REDACTED] sitting on a bike with her legs spread (hereinafter the "Bike Image"). Such image is outwardly prurient. The other subject image of our client has her [REDACTED] holding 4 cans of Budweiser (hereinafter the "Beer Image").

Neither Ms. [REDACTED] who was and is a minor, nor her parents, [REDACTED] signed a model release for the use of her images for your website, your promotional purposes nor for use in conjunction with the creation, design or sale of apparel. Neither you nor anyone on your behalf has sought a release from Ms. [REDACTED] parent(s) for the use of her image for the purposes of advertising or trade in connection with the Offending Apparel nor for the purposes of helping to create a brand in your name.

Had any such request(s) been made, [REDACTED] parents would have declined the issuance of such release. In fact, upon seeing the Bike Image of [REDACTED] upon its initial publication, [REDACTED] parents asked that it be taken down due to the suggestive nature of same. Certainly your styling and creation of an image of a child holding an adult beverage – beer – is to be very kind, "extraordinary". Your commercial use(s) of such image is violative of law. Retailers of such image may face additional civil penalties arising out of the use of a child in connection with alcohol. Our California counsel is investigating whether the creation of such image for commercial use constitutes a violation of California Penal Law.

Such failure to obtain a valid written release on your part in the role of photographer is astounding. Notwithstanding, you have employed the unreleased images on retail items bearing your own brand. This office has been litigating, writing and lecturing about cases of this nature for over thirty years. It is rare indeed that a shooter using a *child* as a model for a consumer product has acted with such reckless disregard of any/all applicable laws. This case appears to be literally "one for the books". One cannot envision a scenario whereby a judge or jury will be sympathetic to your acts nor those of your retailers.

Notwithstanding the above, at least Urban Outfitters, Blood Is The New Black, and Brandy ♥ Melville are currently employing Ms. [REDACTED] image in the production, promotion and sale of their garments. Such Offending Apparel is being advertised and sold in the State of New York, on the Urban Outfitters Website, throughout the United States and elsewhere in other "brick and mortar" stores. Purchases of the offending items have been made in the State of New York.

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The garments and images are inextricably intertwined. The garments do not effectively exist as an entity separate and apart from that of our client's image(s). Ms. [REDACTED] images represent the entirety of the front of the Offending Apparel, and is the only pattern or design incorporated therein, save for the words "[REDACTED]" printed at the bottom of one of the Offending Apparel. Your participation in this appropriation, design and use of Ms. [REDACTED] images without a written, signed model release, particularly in light of the nature of the image and fact that she is a minor, is bold, brazen and is unrivaled in our extensive experience.

As you may be aware the use of a person's image, photograph, portrait or likeness *without written consent* for the purposes of trade or advertising in the State of New York may be a misdemeanor and the civil remedies afforded to such person include awards of exemplary damages and the right to an injunction against any such use. We have enclosed copies of The New York Civil Rights Law Sections 50 and 51 for your convenience. Please be especially aware that the Section specifically provides for injunctive relief and orders to remove the offending materials from the market place pending litigation are available to the plaintiff.

If you are in possession of any model release, model voucher, contract, agreement or writing of any kind or nature upon which you intend to rely for the proposition that such usage is authorized by our client, request is made herein to provide same. Such request is made pursuant to both Federal Rule 11 and New York Rule 130 in a good faith effort to obviate litigation. Failing the production of such consent we will be constrained to assume that usage is violative of law and will advise our client to institute suit against you, and any other appropriate defendants.

In the event you are not in possession of any executed exculpatory documents, and pursuant to our obligations under Rule 11, Rule 130 and any other substantially equivalent rules or statutes, formal request is made herein for the following information and documents:

1. The full nature and extent of the use of our client's image inclusive of the term of such use(s), geographic dispersion, the number of outlets, retailers and vendors where her image was displayed and the term(s) of such use;
2. Representative copies in any and all media in which our client's image was incorporated or employed, inclusive of, but not limited to, all versions of apparel, sample products, in-store displays, print and web advertising for such apparel;
3. The term and nature of each and every product offered for sale bearing Ms. [REDACTED] Image or any reasonable facsimile thereto;

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4. The nature and extent of any prospective license(s) you may be seeking which will provide adequate time to remove the Offending Apparel from the market place obviating plaintiff's need to seek judicial intervention for the purposes of obtaining an injunction prohibiting all sales and use of items incorporating Ms. [REDACTED] Image;
5. The source of the imagery and the identities of the persons or companies preparing, manufacturing, and/or supplying same. Such information should include backup documentation for the goods purportedly manufactured in at least Honduras, among other locations;
6. Copies of any documents in any format upon which you intend to rely for the proposition that Ms. [REDACTED] endorsed and/or agreed to have her name, image or likeness associated with and/or incorporated into the fabric of Jason Lee Parry apparel, Urban Outfitters products or apparel, the "Blood Is The New Black" label or apparel, or Brandy ♥ Melville products or apparel;
7. Copies of any written release or model voucher executed by any subject appearing in the photograph consenting to the use of her image as employed on the Offending Apparel;
8. Copies of written agreements with all advertising agencies, clothing design, and/or clothing production companies, whether independent or "in house" referencing the creation, reproduction, product shipment logs or manifests, order logs or manifests, and/or media buys regarding the offending use(s) of Ms. [REDACTED] image, portrait or likeness;
9. Copies of all licensing agreements with any photographer, including but not limited to Jason Lee Parry or others on his behalf, who created the photographic image employed on the Offending Apparel;
10. The identity of and copies of all licensing agreements with any illustrator, graphic or fashion designer who purportedly created the photographic image(s) employed on the Offending Apparel;
11. Copies of any copyright registrations filed with any government or agency in the United States and/or elsewhere referencing, relating to or including the Offending Apparel and/or the imagery complained of herein;
12. An accounting of the quantity and nature of the Offending Apparel which has been produced or is to be produced, but which has yet to enter the stream of commerce;

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13. Documents reflecting the gross sales figures and profits realized from sales of the subject Offending Apparel;
14. Records reflecting sales at any/all merchandising levels of products incorporating the Ms. [REDACTED] Image in, on, affixed or attached to such products or apparel, or in promotional facsimiles and/or advertising on behalf of such products or apparel, including but not limited to in-store and online sales of the "Jason Lee" "[REDACTED]";

Upon receipt of such information we can fairly consider and determine an appropriate amount for resolution of the pending issues and the granting of a limited license for the sole purpose of removal from the marketplace. It is not our client's preference to commence litigation and he would prefer to resolve the matter promptly and amicably. In order to do so, receipt of the above requested information within seven (7) business days of date is essential.

The following is to formally notify you and your client(s) not to destroy, conceal or alter any information stored in electronic form or generated by your client's computer systems or electronic devices including but not limited to its web sites. This information appears relevant to the above matters and may be unavailable from any other source. As you may know such electronic information can easily be inadvertently destroyed and the failure to take reasonable measures to preserve it pending the completion of discovery can result in sanctions being imposed against you or your client. See, e.g., *Cedars Sinai Med. Ctr. v Superior Ct.* (1998) 18 Cal 4th 1, 74 Cal Rptr 2d 248; *Zubulake v. UBS Warburg LLC* (SDNY 2003) 220 FRD 212, 216.

In order to comply with the discovery requests that we will make in this matter your client may need to provide electronic evidence in its native format. Your client may also need to provide electronic documents, along with the metadata or information about data that is contained in those electronic documents. Even when a paper copy of a document or file exists, we will also seek the documents or files in their electronic format so that we also receive the information in the metadata. Our discovery requests will include certain data on your client's hard drives, floppy discs, and backup files, and will include data not usually available to the ordinary computer user, such as deleted files and file fragments.

Thus the electronic data and the storage devices in which they are kept that you and your client are obligated to maintain and preserve during the pendency of the discovery planned in this case include all of the following data and devices:

1. Electronic files including deleted files and file fragments, stored in machine-readable format on magnetic optical or other storage media, including hard drives or floppy disks in your client's desktop computers, laptop computers, home personal computers, zip drives, external hard drives, usb keys, and the backup media used for each;

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2. E-mail, both sent and received, internally or externally;
3. Telephone files and logs such as voicemail and universal mobile telecommunications systems (UMTS) data;
4. Word processing files, including drafts and revisions;
5. Spreadsheets, including drafts and revisions;
6. Databases;
7. Electronic files in portable storage devices such as floppy discs, compact discs, digital video discs, ZIP drives, thumb drives or pen drives;
8. Graphs charts and other data produced by project management software;
9. Data generated by calendaring, task management and personal information management software, such as Microsoft Outlook;
10. Data created with the use of or stored on personal data assistants such as PalmPilot inclusive of substantially equivalent devices;
11. Data created, derived and/or edited with the use of editing software such as Photoshop, Adobe, and any accompanying software;
12. Data created with the use of paper and electronic mail logging and routing software;
13. Internet and web-browser generated history files, caches, and "cookies" generated by your client or at the workstation of each employee in your client's employ and on any and all backup storage media;
14. Logs of network use by your client and your client's employees, whether kept in paper or electronic format;
15. Copies of your client's backup tapes and the software necessary to reconstruct the data on those tapes on each and every personal computer or workstation and network server in your client's control and custody;
16. Electronic information in copiers, fax machines and printers;
17. Web-site files and records of any kind and all histories of those files;

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18. All records of sales generated and processed through your software for goods employing the [REDACTED] image.

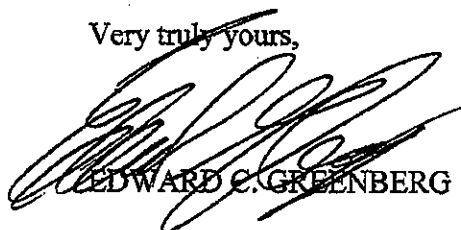
As previously stated, and as your legal counsel will be aware, the failure to maintain such information, and any other electronic information which may be called upon in discovery, can lead to severe penalties in the discretion of the Court. *We strongly urge you to retain independent legal counsel and provide him/her with a copy of this letter and its enclosures.*

Should you choose not to retain counsel, please contact us within three (3) days of date to discuss this matter. We require delivery of the above sought documentation with seven (7) days of date. Absent an exculpatory document or license, any and all sales of the Offending Apparel are made at your peril.

We are affording you the opportunity to provide valid exculpatory documentation prior to the filing of suit. Should we fail to receive a meaningful response to this letter from either you or your counsel within seven (7) days of date, we will be constrained to initiate suit in the United States District Court against you and all other appropriate defendants without further notice.

Please contact this office if you have any further questions on this matter.

Very truly yours,



EDWARD C. GREENBERG

cc: [REDACTED]
[REDACTED]
via e mail

Encl.

EXHIBIT S

EDWARD C. GREENBERG, LLC

COUNSELORS AT LAW

570 LEXINGTON AVENUE, 17TH FLOOR

NEW YORK, NY 10022

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FACSIMILE: (212) 697-2528

ecglaw@gmail.com

Tamara L. Lannin

July 1, 2011

Of Counsel:
Debra S. Reiser

BY FEDERAL EXPRESS

Mitra Khayyam

Owner

Blood is the New Black, Inc.

1286 w Sunset Blvd.

Los Angeles, CA 90026

Re: [REDACTED] (a minor) w/ Blood Is The New Black, Inc.
Our File: C413P/11

Dear Ms. Khayyam,

We serve as retained litigation counsel to Ms. [REDACTED], a model, who as of this writing is 16 years of age. She has already garnered a considerable international reputation as a professional model. Ms. [REDACTED] has appeared in international advertising campaigns and runway shows for Gucci, Donna Karan, Oscar de la Renta, and countless others. Photocopies of some of Ms. [REDACTED] work are enclosed herewith.

This office routinely litigates matters of this nature. We write regarding Blood Is The New Black's unauthorized use of Ms. [REDACTED] image in connection with your current advertising and sales of "Blood Is The New Black"/ "Jason Lee Parry" apparel. Both names are printed on the inside back "tag" of the apparel. Photocopies of such apparel bearing Ms. [REDACTED] Image (hereinafter the "Offending Apparel") are enclosed herewith for your convenience.

In or around March of 2010 Ms. [REDACTED], then age 15, participated in a photo shoot with photographer Jason Lee Parry. Neither Ms. [REDACTED], who was and is a minor, nor either of her parents, [REDACTED], signed a release permitting the use of her image for clothing. No one from your company has sought a release from anyone authorized to execute same on [REDACTED] behalf for the use of her image for the purposes of advertising or trade in connection with the Offending Apparel. Had such request been made, Ms. [REDACTED] representatives would have declined the issuance of such release.

Notwithstanding the above, Blood Is The New Black is currently employing Ms. [REDACTED] image in the production, promotion and sale of their garments. Such Offending Apparel is being advertised and sold in the State of New York, on the Urban

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Outfitters Website, throughout the United States and elsewhere in other "brick and mortar" stores. Purchases of the offending items have been made in the State of New York. The garment and image are inextricably intertwined. The garment does not effectively exist as an entity separate and apart from that of our client's image. Ms. [REDACTED] image represents the entirety of the front of the Offending Apparel, and is the only pattern or design incorporated therein. Your company's appropriation and use of Ms. [REDACTED] image without a written model release, particularly in light of the nature of the image and fact that she is a minor, is bold, brazen and without repute. As of this writing we are in the process of ascertaining the full nature and extent of sales inclusive of the identities of other retailers.

As you may be aware the use of a person's images, photograph, portrait or likeness *without written consent* for the purposes of trade or advertising in the State of New York may be a misdemeanor and the civil remedies afforded to such person include awards of exemplary damages and the right to an injunction against any such use. We have enclosed copies of The New York Civil Rights Law Sections 50 and 51 for your convenience. Please be especially aware that the Section specifically provides for injunctive relief and the ability to seek and obtain a Court order directing the removal of the offending goods from the market place pending litigation.

If you are in possession of any model release, model voucher, contract, agreement or writing of any kind or nature upon which you intend to rely for the proposition that such usage is authorized by our client, request is made herein to provide same. Such request is made pursuant to both Federal Rule 11 and New York Rule 130 in a good faith effort to obviate litigation. Failing the production of such consent we will be constrained to assume that usage is violative of law and will advise our client to institute suit against your company, and any other appropriate defendants.

In the event you are not in possession of any executed exculpatory documents, and pursuant to our obligations under Rule 11, Rule 130 and any other substantially equivalent rules or statutes, formal request is made herein for the following information and documents:

1. The full nature and extent of the use of our client's image inclusive of the term of such use(s), geographic dispersion, the number of outlets, retailers and vendors where her image was displayed and the term(s) of such use;
2. Representative copies in any and all media in which our client's image was incorporated or employed, inclusive of, but not limited to, all versions of apparel, sample products, in-store displays, print and web advertising for such apparel;
3. The term and nature of each and every product offered for sale bearing Ms. [REDACTED] Image or any reasonable facsimile thereto;

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4. The nature and extent of any prospective license(s) you may be seeking which will provide adequate time to remove the Offending Apparel from the market place obviating plaintiff's need to seek judicial intervention for the purposes of obtaining an injunction prohibiting all sales and use of items incorporating Ms. [REDACTED] Image;
5. The source of the imagery and the identities of the persons or companies preparing, manufacturing, and/or supplying same. Such information should include backup documentation for the goods purportedly manufactured in at least Honduras, among other locations;
6. Copies of any documents in any format upon which you intend to rely for the proposition that Ms. [REDACTED] endorsed and/or agreed to have her name, image or likeness associated with and/or incorporated into the fabric of The Blood Is The New Black label, products or apparel, products, Jason Lee Parry apparel, or Urban Outfitters apparel;
7. Copies of any written release or model voucher executed by any subject appearing in the photograph consenting to the use of her image as employed on the Offending Apparel;
8. Copies of written agreements with all advertising agencies, clothing design, and/or clothing production companies, whether independent or "in house" referencing the creation, reproduction, product shipment logs or manifests, order logs or manifests, and/or media buys regarding the offending use(s) of Ms. [REDACTED] image, portrait or likeness;
9. Copies of all licensing agreements with any photographer, including but not limited to Jason Lee Parry or others on his behalf, who created the photographic image employed on the Offending Apparel;
10. The identity of and copies of all licensing agreements with any illustrator, graphic or fashion designer who purportedly created the photographic image(s) employed on the Offending Apparel;
11. Copies of any copyright registrations filed with any government or agency in the United States and/or elsewhere referencing, relating to or including the Offending Apparel and/or the imagery complained of herein;
12. An accounting of the quantity and nature of the Offending Apparel which has been produced or is to be produced, but which has yet to enter the stream of commerce;

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13. Documents reflecting the gross sales figures and profits realized from sales of the subject Offending Apparel;
14. Records reflecting sales at any/all merchandising levels of products incorporating the Ms. [REDACTED] Image in, on, affixed or attached to such products or apparel, or in promotional facsimiles and/or advertising on behalf of such products or apparel, including but not limited to in-store and online sales of the "Jason Lee" "[REDACTED]";

Upon receipt of such information we can fairly consider and determine an appropriate amount for resolution of the pending issues and the granting of a limited license for the sole purpose of removal from the marketplace. It is not our client's preference to commence litigation and he would prefer to resolve the matter promptly and amicably. In order to do so, receipt of the above requested information within seven (7) business days of date is essential.

The following is to formally notify you and your client(s) not to destroy, conceal or alter any information stored in electronic form or generated by your client's computer systems or electronic devices including but not limited to its web sites. This information appears relevant to the above matters and may be unavailable from any other source. As you may know such electronic information can easily be inadvertently destroyed and the failure to take reasonable measures to preserve it pending the completion of discovery can result in sanctions being imposed against you or your client. See, e.g., *Cedars Sinai Med. Ctr. v Superior Ct.* (1998) 18 Cal 4th 1, 74 Cal Rptr 2d 248; *Zubulake v. UBS Warburg LLC* (SDNY 2003) 220 FRD 212, 216.

In order to comply with the discovery requests that we will make in this matter your client may need to provide electronic evidence in its native format. Your client may also need to provide electronic documents, along with the metadata or information about data that is contained in those electronic documents. Even when a paper copy of a document or file exists, we will also seek the documents or files in their electronic format so that we also receive the information in the metadata. Our discovery requests will include certain data on your client's hard drives, floppy discs, and backup files, and will include data not usually available to the ordinary computer user, such as deleted files and file fragments.

Thus the electronic data and the storage devices in which they are kept that you and your client are obligated to maintain and preserve during the pendency of the discovery planned in this case include all of the following data and devices:

1. Electronic files including deleted files and file fragments, stored in machine-readable format on magnetic optical or other storage media, including hard drives or floppy disks in your client's desktop computers, laptop computers, home personal computers, zip drives, external hard drives, usb keys, and the backup media used for each;

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2. E-mail, both sent and received, internally or externally;
3. Telephone files and logs such as voicemail and universal mobile telecommunications systems (UMTS) data;
4. Word processing files, including drafts and revisions;
5. Spreadsheets, including drafts and revisions;
6. Databases;
7. Electronic files in portable storage devices such as floppy discs, compact discs, digital video discs, ZIP drives, thumb drives or pen drives;
8. Graphs charts and other data produced by project management software;
9. Data generated by calendaring, task management and personal information management software, such as Microsoft Outlook;
10. Data created with the use of or stored on personal data assistants such as PalmPilot inclusive of substantially equivalent devices;
11. Data created, derived and/or edited with the use of editing software such as Photoshop, Adobe, and any accompanying software;
12. Data created with the use of paper and electronic mail logging and routing software;
13. Internet and web-browser generated history files, caches, and "cookies" generated by your client or at the workstation of each employee in your client's employ and on any and all backup storage media;
14. Logs of network use by your client and your client's employees, whether kept in paper or electronic format;
15. Copies of your client's backup tapes and the software necessary to reconstruct the data on those tapes on each and every personal computer or workstation and network server in your client's control and custody;
16. Electronic information in copiers, fax machines and printers;
17. Web-site files and records of any kind and all histories of those files;

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18. All records of sales generated and processed through your software for goods employing the [REDACTED] image.

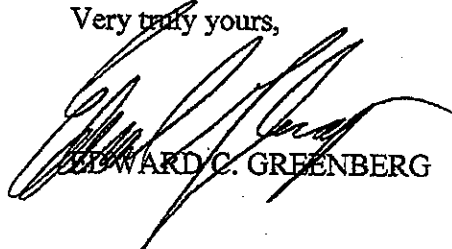
As previously stated, and as your legal counsel will be aware, the failure to maintain such information, and any other electronic information which may be called upon in discovery, can lead to severe penalties in the discretion of the Court. We *strongly urge you to retain independent legal counsel and provide him/her with a copy of this letter and its enclosures.*

Should you choose not to retain counsel, please contact us within three (3) days of date to discuss this matter. We require delivery of the above sought documentation with seven (7) days of date. Absent an exculpatory document or license, any and all sales of the Offending Apparel are made at your peril.

We are affording you the opportunity to provide valid exculpatory documentation prior to the filing of suit. Should we fail to receive a meaningful response to this letter from either you or your counsel within seven (7) days of date, we will be constrained to initiate suit in the United States District Court for The Southern District of New York, against your company and any and all other appropriate defendants without further notice.

Please contact this office if you have any further questions on this matter.

Very truly yours,



EDWARD C. GREENBERG

cc: [REDACTED]

Jason Lee Parry
via e mail

Urban Outfitters, Inc.
Via Federal Express

Encl.

EXHIBIT T

EDWARD C. GREENBERG, LLC

COUNSELORS AT LAW

570 LEXINGTON AVENUE, 17TH FLOOR

NEW YORK, NY 10022

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ecglaw@gmail.com

Tamara L. Lannin

July 1, 2011

Of Counsel:
Debra S. Reiser

BY FEDERAL EXPRESS

Glen A. Bodzy

General Counsel and Secretary

Urban Outfitters, Inc.

5000 South Broad Street

Philadelphia, PA 19112

Re: [REDACTED] (a minor) w/ Urban Outfitters, Inc.

Our File: C413P/11

Dear Mr. Bodzy:

We serve as retained litigation counsel to Ms. [REDACTED] a model, (who as of this writing is age 16), has already garnered a considerable international reputation. Ms. [REDACTED] has been featured in international advertising campaigns and runway shows for Gucci, Donna Karan, Oscar de la Renta, and countless others. Photocopies of some of Ms. [REDACTED] work are enclosed herewith. This office routinely litigates matters of this nature.

We write regarding Urban Outfitter's unauthorized use of Ms. [REDACTED] image in connection with your current advertising and sales of, "Blood Is The New Black"/ "Jason Lee Parry" apparel. Both names are printed on the inside back "tag" of the apparel. Photocopies of such apparel bearing Ms. [REDACTED] Image (hereinafter the "Offending Apparel") are enclosed herewith for your convenience.

In or around March of 2010 Ms. [REDACTED] then aged 15, had a photo shoot with photographer Jason Lee Parry. Neither Ms. [REDACTED], who was and is a minor, nor her parents, [REDACTED], executed a release for the use of her image for use on apparel. It appears that no one from your company has sought nor obtained a release from anyone authorized to sign one on Ms. [REDACTED] behalf for the use of her image for the purposes of advertising or trade in connection with the Offending Apparel or otherwise. Had such request been made, Ms. [REDACTED] would have declined the issuance of such release.

Notwithstanding the above, Urban Outfitters is currently employing Ms. [REDACTED] image in at least, the retail sale of their garments. Such Offending Apparel is being advertised and sold in the State of New York, on the Urban Outfitters Website,

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throughout the United States and elsewhere in other "brick and mortar" stores. Purchases of the offending items have been made in the State of New York. A receipt for same is enclosed herewith. The garment and image are inextricably intertwined. The garment does not effectively exist as an entity separate and apart from that of our client's image. Ms. [REDACTED] image represents the entirety of the front of the Offending Apparel, and is the only pattern or design incorporated therein. Your company's appropriation and use of Ms. [REDACTED] image without having obtained or reviewed a written model release, particularly in light of the nature of the image and fact that our client is a minor, is bold, brazen and at best grossly negligent.

As you may be aware the use of a person's image, photograph, portrait or likeness *without written consent* for the purposes of trade or advertising in the State of New York may be a misdemeanor and the civil remedies afforded to such person include awards of exemplary damages and the right to an injunction against any such use. We have enclosed copies of The New York Civil Rights Law Sections 50 and 51 for your convenience. Please be especially aware that the Section specifically provides for injunctive relief and the ability to obtain a Court order directing the removal of the offending materials from our sales outlets pending litigation.

If you are in possession of any model release, model voucher, contract, agreement or writing of any kind or nature upon which you intend to rely for the proposition that such usage is authorized by our client, request is made herein to provide same. Such request is made pursuant to both Federal Rule 11 and New York Rule 130 in a good faith effort to obviate litigation. Failing the production of such consent we will be constrained to assume that usage is violative of law and will advise our client to institute suit against your company, and any other appropriate defendants.

In the event you are not in possession of any executed exculpatory documents, and pursuant to our obligations under Rule 11, Rule 130 and any other substantially equivalent rules or statutes, formal request is made herein for the following information and documents:

1. The full nature and extent of the use of our client's image inclusive of the term of such use(s), geographic dispersion, the number of outlets, retailers and vendors where her image was displayed and the term(s) of such use;
2. Representative copies in any and all media in which our client's image was incorporated or employed, inclusive of, but not limited to, all versions of apparel, sample products, in-store displays, print and web advertising for such apparel;
3. The term and nature of each and every product offered for sale bearing Ms. [REDACTED] Image or any reasonable facsimile thereto;

EDWARD G. GREENBERG, LLC

4. The nature and extent of any prospective license(s) you may be seeking which will provide adequate time to remove the Offending Apparel from the market place obviating plaintiff's need to seek judicial intervention for the purposes of obtaining an injunction prohibiting all sales and use of items incorporating Ms. [REDACTED] Image;
5. The source of the imagery and the identities of the persons or companies preparing, manufacturing, and/or supplying same. Such information should include backup documentation for the goods purportedly manufactured in at least Honduras, among other locations;
6. Copies of any documents in any format upon which you intend to rely for the proposition that Ms. [REDACTED] endorsed and/or agreed to have her name, image or likeness associated with and/or incorporated into the fabric of Urban Outfitters products, Jason Lee Parry apparel, or the "Blood Is The New Black" label or apparel;
7. Copies of any written release or model voucher executed by any subject appearing in the photograph consenting to the use of her image as employed on the Offending Apparel;
8. Copies of written agreements with all advertising agencies, clothing design, and/or clothing production companies, whether independent or "in house" referencing the creation, reproduction, product shipment logs or manifests, order logs or manifests, and/or media buys regarding the offending use(s) of Ms. [REDACTED] image, portrait or likeness;
9. Copies of all licensing agreements with any photographer, including but not limited to Jason Lee Parry or others on his behalf, who created the photographic image employed on the Offending Apparel;
10. The identity of and copies of all licensing agreements with any illustrator, graphic or fashion designer who purportedly created the photographic image(s) employed on the Offending Apparel;
11. Copies of any copyright registrations filed with any government or agency in the United States and/or elsewhere referencing, relating to or including the Offending Apparel and/or the imagery complained of herein;
12. An accounting of the quantity and nature of the Offending Apparel which has been produced or is to be produced, but which has yet to enter the stream of commerce;

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13. Documents reflecting the gross sales figures and profits realized from sales of the subject Offending Apparel;
14. Records reflecting sales at any/all merchandising levels of products incorporating the Ms. [REDACTED] Image in, on, affixed or attached to such products or apparel, or in promotional facsimiles and/or advertising on behalf of such products or apparel, including but not limited to in-store and online sales of the "Jason Lee" "[REDACTED]";

Upon receipt of such information we can fairly consider and determine an appropriate amount for resolution of the pending issues and the granting of a limited license for the sole purpose of removal from the marketplace. It is not our client's preference to commence litigation and he would prefer to resolve the matter promptly and amicably. In order to do so, receipt of the above requested information within seven (7) business days of date is essential.

The following is to formally notify you and your client(s) not to destroy, conceal or alter any information stored in electronic form or generated by your client's computer systems or electronic devices including but not limited to its web sites. This information appears relevant to the above matters and may be unavailable from any other source. As you may know such electronic information can easily be inadvertently destroyed and the failure to take reasonable measures to preserve it pending the completion of discovery can result in sanctions being imposed against you or your client. See, e.g., *Cedars Sinai Med. Ctr. v Superior Ct.* (1998) 18 Cal 4th 1, 74 Cal Rptr 2d 248; *Zubulake v. UBS Warburg LLC* (SDNY 2003) 220 FRD 212, 216.

In order to comply with the discovery requests that we will make in this matter your client may need to provide electronic evidence in its native format. Your client may also need to provide electronic documents, along with the metadata or information about data that is contained in those electronic documents. Even when a paper copy of a document or file exists, we will also seek the documents or files in their electronic format so that we also receive the information in the metadata. Our discovery requests will include certain data on your client's hard drives, floppy discs, and backup files, and will include data not usually available to the ordinary computer user, such as deleted files and file fragments.

Thus the electronic data and the storage devices in which they are kept that you and your client are obligated to maintain and preserve during the pendency of the discovery planned in this case include all of the following data and devices:

1. Electronic files including deleted files and file fragments, stored in machine-readable format on magnetic optical or other storage media, including hard drives or floppy disks in your client's desktop computers, laptop computers, home personal computers, zip drives, external hard drives, usb keys, and the backup media used for each;

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2. E-mail, both sent and received, internally or externally;
3. Telephone files and logs such as voicemail and universal mobile telecommunications systems (UMTS) data;
4. Word processing files, including drafts and revisions;
5. Spreadsheets, including drafts and revisions;
6. Databases;
7. Electronic files in portable storage devices such as floppy discs, compact discs, digital video discs, ZIP drives, thumb drives or pen drives;
8. Graphs charts and other data produced by project management software;
9. Data generated by calendaring, task management and personal information management software, such as Microsoft Outlook;
10. Data created with the use of or stored on personal data assistants such as PalmPilot inclusive of substantially equivalent devices;
11. Data created, derived and/or edited with the use of editing software such as Photoshop, Adobe, and any accompanying software;
12. Data created with the use of paper and electronic mail logging and routing software;
13. Internet and web-browser generated history files, caches, and "cookies" generated by your client or at the workstation of each employee in your client's employ and on any and all backup storage media;
14. Logs of network use by your client and your client's employees, whether kept in paper or electronic format;
15. Copies of your client's backup tapes and the software necessary to reconstruct the data on those tapes on each and every personal computer or workstation and network server in your client's control and custody;
16. Electronic information in copiers, fax machines and printers;
17. Web-site files and records of any kind and all histories of those files;

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18. All records of sales generated and processed through your software for goods employing the [REDACTED] image.

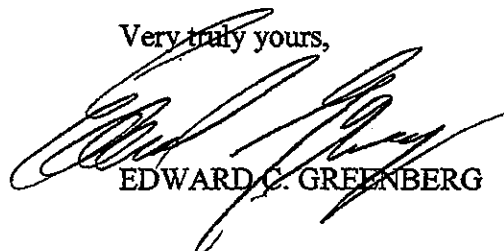
As previously stated, and as your legal counsel will be aware, the failure to maintain such information, and any other electronic information which may be called upon in discovery, can lead to severe penalties in the discretion of the Court. We *strongly urge you to retain independent legal counsel and provide him/her with a copy of this letter and its enclosures.*

Should you choose not to retain counsel, please contact us within three (3) days of date to discuss this matter. We require delivery of the above sought documentation with seven (7) days of date. Absent an exculpatory document or license, any and all sales of the Offending Apparel are made at your peril.

We are affording you the opportunity to provide valid exculpatory documentation prior to the filing of suit. Should we fail to receive a meaningful response to this letter from either you or your counsel within seven (7) days of date, we will be constrained to initiate suit in the United States District Court against Urban Outfitters and any other appropriate defendants without further notice.

Please contact this office if you have any further questions on this matter.

Very truly yours,



EDWARD C. GREENBERG

cc: [REDACTED]
[REDACTED]

Jason Lee Perry
via e mail

Blood is the New Black
Via Federal Express

Encl.

EXHIBIT U

EDWARD C. GREENBERG, LLC

COUNSELORS AT LAW

570 LEXINGTON AVENUE, 17TH FLOOR

NEW YORK, NY 10022

TELEPHONE: (212) 697-8777

FACSIMILE: (212) 697-2528

ecglaw@gmail.com

Tamara L. Lannin

July 1, 2011

Of Counsel:
Debra S. Reiser

BY HAND DELIVERY

Yvan Marsan

President or CEO

Brandy and Melville NY, Inc.

83 Spring St.,

New York, NY 10012

Re: [REDACTED] (a minor) w/ Brandy and Melville NY, Inc.
Our File: C413P/11

Dear Ms. Marsan,

We serve as retained litigation counsel to Ms. [REDACTED], a model, who as of this writing is 16 years of age. She has already garnered a considerable international reputation as a professional model. Ms. [REDACTED] has appeared in international advertising campaigns and runway shows for Gucci, Donna Karan, Oscar de la Renta, and countless others. Photocopies of some of Ms. [REDACTED] work are enclosed herewith.

This office routinely litigates matters of this nature. We write regarding your unauthorized use of Ms. [REDACTED] image in connection with your current advertising and sales of Brandy ♥ Melville "Classic Cotton Clothing" apparel. You have employed Ms. [REDACTED] Image at least on multiple forms of "Brandy ♥ Melville" apparel, including but not limited to "fringe shirts" or "Frangé later" and "tank tops" or "Canotta", on at least cream and ivory fabric, bearing the words "[REDACTED]" at the bottom of the image. Photocopies of such apparel bearing Ms. [REDACTED] Image (hereinafter the "Offending Apparel") are enclosed herewith for your convenience.

In or around March of 2010 Ms. [REDACTED] then age 15, had a photo shoot with photographer Jason Lee Parry. Neither Ms. [REDACTED], who was and is a minor, nor her parents, [REDACTED], signed a release for the use of her image. No one from your company has sought a release from Ms. [REDACTED] for the use of her image for the purposes of advertising or trade in connection with the Offending Apparel. Had any such request(s) been made, [REDACTED] parents would have declined the issuance of such release.

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The offending image at issue depicts Ms. [REDACTED] holding a partial six-pack of beer. Certainly your styling and creation of an image of a child holding an adult beverage – beer – is to be very kind, “extraordinary”. Your commercial use(s) of such image is violative of law. Our California counsel is investigating whether the creation of such image for commercial use constitutes a violation of California Penal Law.

Notwithstanding the above, Brandy ♥ Melville is currently employing Ms. [REDACTED] image in the production, promotion and sale of their garments. Such Offending Apparel is being advertised and sold in the State of New York, throughout the United States and elsewhere in other “brick and mortar” stores. Purchases of the offending items have been made in the State of New York.

The garment and image are inextricably intertwined. The garment does not effectively exist as an entity separate and apart from that of our client’s image. Ms. [REDACTED] image represents the entirety of the front of the Offending Apparel, and is the only pattern or design incorporated therein, save for the words “[REDACTED]” printed at the bottom of the image. Your company’s appropriation and use of Ms. [REDACTED] image without a written model release, particularly in light of the nature of the image and fact that she is a minor, is bold, brazen and without repute.

As you may be aware the use of a person’s images, photograph, portrait or likeness *without written consent* for the purposes of trade or advertising in the State of New York may be a misdemeanor and the civil remedies afforded to such person include awards of exemplary damages and the right to an injunction against any such use. We have enclosed copies of The New York Civil Rights Law Sections 50 and 51 for your convenience. Please be especially aware that the Section specifically provides for injunctive relief and orders to remove the offending materials from the market place pending litigation are available to the plaintiff.

If you are in possession of any model release, model voucher, contract, agreement or writing of any kind or nature upon which you intend to rely for the proposition that such usage is authorized by our client, request is made herein to provide same. Such request is made pursuant to both Federal Rule 11 and New York Rule 130 in a good faith effort to obviate litigation. Failing the production of such consent we will be constrained to assume that usage is violative of law and will advise our client to institute suit against your company, and any other appropriate defendants.

In the event you are not in possession of any executed exculpatory documents, and pursuant to our obligations under Rule 11, Rule 130 and any other substantially equivalent rules or statutes, formal request is made herein for the following information and documents:

1. The full nature and extent of the use of our client’s image inclusive of the term of such use(s), geographic dispersion, the number of outlets,

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- retailers and vendors where her image was displayed and the term(s) of such use;
2. Representative copies in any and all media in which our client's image was incorporated or employed, inclusive of, but not limited to, all versions of apparel, sample products, in-store displays, print and web advertising for such apparel;
 3. The term and nature of each and every product offered for sale bearing Ms. [REDACTED] Image or any reasonable facsimile thereto;
 4. The nature and extent of any prospective license(s) you may be seeking which will provide adequate time to remove the Offending Apparel from the market place obviating plaintiff's need to seek judicial intervention for the purposes of obtaining an injunction prohibiting all sales and use of items incorporating Ms. [REDACTED] Image;
 5. The source of the imagery and the identities of the persons or companies preparing, manufacturing, and/or supplying same. Such information should include backup documentation for the goods purportedly manufactured in at least Honduras, among other locations;
 6. Copies of any documents in any format upon which you intend to rely for the proposition that Ms. [REDACTED] endorsed and/or agreed to have her name, image or likeness associated with and/or incorporated into the fabric of Brandy ♥ Melville apparel or products;
 7. Copies of any written release or model voucher executed by any subject appearing in the photograph consenting to the use of her image as employed on the Offending Apparel;
 8. Copies of written agreements with all advertising agencies, clothing design, and/or clothing production companies, whether independent or "in house" referencing the creation, reproduction, product shipment logs or manifests, order logs or manifests, and/or media buys regarding the offending use(s) of Ms. [REDACTED] image, portrait or likeness;
 9. Copies of all licensing agreements with any photographer, including but not limited to Jason Lee Parry or others on his behalf, who created the photographic image employed on the Offending Apparel;
 10. The identity of and copies of all licensing agreements with any illustrator, graphic or fashion designer who purportedly created the photographic image(s) employed on the Offending Apparel;

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11. Copies of any copyright registrations filed with any government or agency in the United States and/or elsewhere referencing, relating to or including the Offending Apparel and/or the imagery complained of herein;
12. An accounting of the quantity and nature of the Offending Apparel which has been produced or is to be produced, but which has yet to enter the stream of commerce;
13. Documents reflecting the gross sales figures and profits realized from sales of the subject Offending Apparel;
14. Records reflecting sales at any/all merchandising levels of products incorporating the Ms. [REDACTED] Image in, on, affixed or attached to such products or apparel, or in promotional facsimiles and/or advertising on behalf of such products or apparel, including but not limited to in-store and online sales of the "Jason Lee" [REDACTED];

Upon receipt of such information we can fairly consider and determine an appropriate amount for resolution of the pending issues and the granting of a limited license for the sole purpose of removal from the marketplace. It is not our client's preference to commence litigation and he would prefer to resolve the matter promptly and amicably. In order to do so, receipt of the above requested information within seven (7) business days of date is essential.

The following is to formally notify you and your client(s) not to destroy, conceal or alter any information stored in electronic form or generated by your client's computer systems or electronic devices including but not limited to its web sites. This information appears relevant to the above matters and may be unavailable from any other source. As you may know such electronic information can easily be inadvertently destroyed and the failure to take reasonable measures to preserve it pending the completion of discovery can result in sanctions being imposed against you or your client. See, e.g., *Cedars Sinai Med. Ctr. v Superior Ct.* (1998) 18 Cal 4th 1, 74 Cal Rptr 2d 248; *Zubulake v. UBS Warburg LLC* (SDNY 2003) 220 FRD 212, 216.

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2. E-mail, both sent and received, internally or externally;
3. Telephone files and logs such as voicemail and universal mobile telecommunications systems (UMTS) data;
4. Word processing files, including drafts and revisions;
5. Spreadsheets, including drafts and revisions;
6. Databases;
7. Electronic files in portable storage devices such as floppy discs, compact discs, digital video discs, ZIP drives, thumb drives or pen drives;
8. Graphs charts and other data produced by project management software;
9. Data generated by calendaring, task management and personal information management software, such as Microsoft Outlook;
10. Data created with the use of or stored on personal data assistants such as PalmPilot inclusive of substantially equivalent devices;
11. Data created, derived and/or edited with the use of editing software such as Photoshop, Adobe, and any accompanying software;
12. Data created with the use of paper and electronic mail logging and routing software;
13. Internet and web-browser generated history files, caches, and "cookies" generated by your client or at the workstation of each employee in your client's employ and on any and all backup storage media;
14. Logs of network use by your client and your client's employees, whether kept in paper or electronic format;

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15. Copies of your client's backup tapes and the software necessary to reconstruct the data on those tapes on each and every personal computer or workstation and network server in your client's control and custody;
16. Electronic information in copiers, fax machines and printers;
17. Web-site files and records of any kind and all histories of those files;
18. All records of sales generated and processed through your software for goods employing the [REDACTED] image.

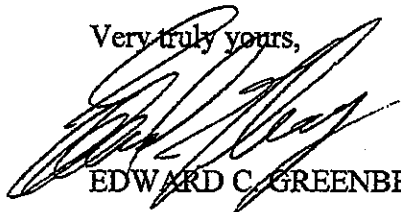
As previously stated, and as your legal counsel will be aware, the failure to maintain such information, and any other electronic information which may be called upon in discovery, can lead to severe penalties in the discretion of the Court. We *strongly urge you to retain independent legal counsel and provide him/her with a copy of this letter and its enclosures.*

Should you choose not to retain counsel, please contact us within three (3) days of date to discuss this matter. We require delivery of the above sought documentation with seven (7) days of date. Absent an exculpatory document or license, any and all sales of the Offending Apparel are made at your peril.

We are affording you the opportunity to provide valid exculpatory documentation prior to the filing of suit. Should we fail to receive a meaningful response to this letter from either you or your counsel within seven (7) days of date, we will be constrained to initiate suit in the United States District Court against Brandy ♥ Melville and any other appropriate defendants without further notice.

Please contact this office if you have any further questions on this matter.

Very truly yours,



EDWARD C. GREENBERG

cc: [REDACTED]
[REDACTED]

Jason Lee Parry
via e mail

Encl.

EXHIBIT V



Tamara Lannin <tl.ecglaw@gmail.com>

[REDACTED] w/ Perry, et al.

jason parry <jasonleeparryphotography@gmail.com>

Tue, Jul 5, 2011 at 6:59

PM

To: Edward Greenberg <ecglaw@gmail.com>

Cc: [REDACTED]

Mr. Greenberg and [REDACTED]

I want to settle this just as bad as [REDACTED]

The shoot was a test and for an editorial which did extremely well. After the editorial came out it was all over the web "everywhere". All the images that were used for the editorial I had permission from her agent at FORD models. I always send the agent the photos before I send them to the magazine.

I gave my friends company "Blood Is The New Black" around a 100 of my photos to use for shirts for her small tee shirt company. I had know idea that any of the photos would be on tee shirts for urban outfitters. The second I saw this I called her agency Ford and next, Im the reason they knew about, I brought this to there attention and then called blood is the new black and told her to not use [REDACTED]. I spoke to a few people at next in LA and NY and we all where trying to work it out. We where talking about Money from the tee shirts and how [REDACTED] and next should get 20 percent which I fully agreed with them. They said they where going to check with [REDACTED] Parents and get back to me. They sounded like the wanted her image to stay in urban outfitters. Put no one got back to me! I called and talked to them at least 10 times!

The Image at Brandy and Melville was taken off a fashion blog a while ago. I found this out because one of the stylist saw it in there store on a shirt and asked them. I set up a meeting with the owner and he told me one of his workers took it from a blog. I wanted to work it out with him so he could use the shirt, he had changed the image around 40 percent from the original. The color was different, the cans where not visible, and it didn't show her face at all. So, again I call Next and was seeing if they wanted to work out a deal with them, they sound like they did and said they would get back to me.

Ive had so many of my images taken off blogs and put on shirts and posters! NOT COOL!!!

Legally a company can use an images if its changed enough but the owner was really cool and he wanted to work it out anyway..

I did not get a model release from [REDACTED] because it was a test / editorial and I thought the agency had it covered...

Whatever the shirts have made I think [REDACTED] should get a 100 percent of it!

Ive been a professional photographer for 10 year and I work for companys Like Free People and H&M and I have never had a problem or want a problem like this.

Just let me know exactly what you need from me so we can take care of this..

I'm so sorry for the confusion [REDACTED]

Best

jason

[Quoted text hidden]
