

## REQUEST TO CEASE AND DESIST ALL COPYRIGHT INFRINGEMENT

Mr. Nate Silver's FiveThirtyEight  
47 W 66th St Fl 2  
New York, New York 10023

09/28/2020

Mr. The Chicago Shady Dealer  
5801 S Ellis Ave  
Chicago, Illinois 60637

Dear Mr. The Chicago Shady Dealer:

The purpose of this letter is to inform you that I reserve and own all rights to "FiveThirtyEight Parody", which is protected under 17 U.S.C. §101 et seq.

It has been brought to my attention, that you have made unauthorized use of my copyrighted work which is titled "FiveThirtyEight Parody". Your work titled "Politics" and "Election" Section is fundamentally a close duplication of my work.

17 U.S.C. §102(a) protection extends to "original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device" such as:

- 1) literary works,
- 2) musical works, including any accompanying words,
- 3) dramatic works, including any accompanying music,
- 4) pantomimes and choreographic works,
- 5) pictorial, graphic, and sculptural works,
- 6) motion pictures and other audio/visual works, and
- 7) sound recording, and
- 8) architectural works

In addition, 17 U.S.C. § 106-122 grants the following exclusive rights to copyright holders:

- 1) the right to *reproduce* the copyrighted work into copies and phonorecords;
- 2) the right to create or prepare *derivative* works based upon the copyrighted work;
- 3) the right to *distribute* copies and phonorecords of the copyrighted work to the public by sale, lease, lending or rental;
- 4) the right to *perform* the copyrighted work publicly (if the work is a literary, musical, dramatic, choreographic, pantomime, motion picture or other audio/visual work.);
- 5) the right to *display* the copyrighted work publicly (if the work is a literary, musical, dramatic, choreographic, pantomime, pictorial, graphic, sculptural, motion picture, or other

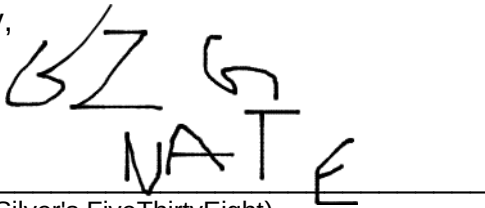
audio/visual work.), and

6) the right to perform the copyrighted work by means of a digital audio transmission

As you have not been granted permission/authorization to use, nor to make and/or distribute, sell, lend or lease my copyrighted work entitled "FiveThirtyEight Parody", you are hereby notified to CEASE AND DESIST any and all further unlawful acts of copyright infringement with regards to your actions and/or statements relating to this matter.

It is not my wish to seek legal recourse; however, I will pursue any and all available legal and equitable remedies available to protect my work and interests. **THEREFORE**, you are hereby requested to immediately CEASE AND DESIST any further acts of copyright infringement and within ten (10) business days return the signed written assurance below affirming that you will refrain from any further acts of copyright infringement.

Sincerely,

Handwritten signature of Nate Silver in black ink. The signature is stylized and appears to read "NATE SILVER".

( Mr. Nate Silver's FiveThirtyEight)

cc: Regular Mail  
Certified Mail  
File

### **ASSURANCE TO CEASE AND DESIST FURTHER ACTS OF COPYRIGHT INFRINGEMENT**

In accordance with 17 U.S.C. §101 et seq. and the above request and stipulations, I, The Chicago Shady Dealer, do hereby agree to immediately CEASE AND DESIST further acts of

Copyright Infringement with regards to "FiveThirtyEight Parody". And in turn, Mr. Nate Silver's FiveThirtyEight will release me from all acts of Copyright Infringement relating to this specific incident.

**HOWEVER**, should I act or behave in such a manner that would result in a breach of this agreement, Mr. Nate Silver's FiveThirtyEight shall be entitled to filing fees, court's costs and attorney's fees in any action which may be filed in an effort to enforce this agreement, in addition to any injunctive relief and/or monetary damages that Mr. Nate Silver's FiveThirtyEight may have been entitled to had this assurance never been signed.

*Emi "Slim Shady" Nem*

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( Mr. The Chicago Shady Dealer)

Date Signed: \_\_\_\_\_

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