

Anne Claire Shilton

SS:

Invoice Number: 0002

Publication	Story	Issue	Date filed	Amount
NJ Top Dentists	Dr. Puccio	2015	8/18/14	\$50
NJ Top Dentists	Dr. Breiterman	2015	8/22/14	\$75
NJ Top Dentists	Dr. DelPrete	2015	9/11/14	\$50
NJ Top Dentists	Dr. Jin	2015	9/11/14	\$50
NJ Top Dentists	Dr Bleeker	2015	8/22/14	\$50
NJ Top Dentists	Drs. Kimowitz	2015	8/22/14	\$50
NJ Top Dentists	Dr. Arida	2015	9/11/14	\$50
NJ Top Dentists	Dr. Migdal			\$50
NJ Top Dentists	Dr. Scherrer			\$50
NJ Top Dentists	Dr. Coyle			\$50
NJ Top Dentists	Dr. Sullivan			\$50
NJ Top Dentists	Dr. Schuster			\$50
NJ Top Dentists	Dr. Ciampi			\$50
Total				\$675.00



ESQUIVEL LAW  
CHARTERED

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TELEPHONE (239)206-3731 • FACSIMILE (239)431-3942 • WWW.ESQUIVEL-LAW.COM

**Via E-Mail to shannon.steitz@hudsonmod.com and Facsimile to 973.629.1302**

Wednesday, January 14, 2015

Ms. Shannon Steitz, Publisher  
MOD Media LLC dba HudsonMOD  
11 Park Street  
Suite 2F  
Montclair, NJ 07042

**Re: \$695.41 USD owed to A.C. Shilton**

Dear Ms. Steitz :

This firm has been retained by writer A.C. Shilton in connection with the \$695.41 owed by MOD Media LLC dba HudsonMOD to her. Kindly direct all future correspondence to this office.

On October 6, 2014, MOD Media LLC dba HudsonMOD (hereinafter "HudsonMOD") entered into the Freelance Writing Contact attached hereto as Exhibit A. On November 5, 2014, following completion of the "New Jersey Top Dentists" project, and in accordance with the Freelance Writing Contact, Ms. Shilton sent an invoice to HudsonMOD for the \$675.00 balance due in connection with the writing services rendered by her. At no time did you or any other representative of HudsonMOD object to this invoice. Subsequent invoices were provided to HudsonMOD on December 5, 2014, and January 5, 2015, each including accrued interest in accordance with the Freelance Writing Contact. Ms. Shilton's most recent invoice indicates that \$695.41 (representing \$675.00 in services rendered, plus \$20.41 in accrued interest) is owed by HudsonMOD to her. A copy of that invoice is attached as Exhibit B.

I would direct your attention to the "Payment and Collection" section of the Freelance Writing Contact. This section affords Ms. Shilton many rights, which include filing suit against HudsonMOD in Collier County, Florida, along with the recovery of her attorneys' fees. That section states:

**Payment and Collection.** Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Client agrees to pay for each check returned for insufficient funds or

any other reason \$25 per occurrence or 5% of the value of each returned item, whichever is greater. **Client agrees to pay all reasonable attorney's fees (at least 15% of all amounts due, including interest) if any account is placed with an attorney for collection.** Client agrees that the purchase of the services described herein constitutes "doing business" in the State of Florida and submits itself to the jurisdiction of the State of Florida with respect to any suit brought by The Writer to collect any sums hereunder. The parties agree that the only venue for any suit brought by either of them with respect to the services sold hereunder shall be in the State Court of Collier County.

(emphasis added). In an effort to resolve this matter immediately and without the necessity of initiating what I would expect to be a protracted and costly lawsuit, Ms. Shilton has authorized me to accept immediate payment of \$799.72 in full settlement of this matter, calculated as:

Description	Amount
Balance Due	675.00
Accrued Interest	\$20.41
Attorneys Fees (15% of amount due)	\$104.31
<b>Total</b>	<b>\$799.72</b>

Please note that this amount represents a discount of the actual attorneys' fees incurred by Ms. Shilton in order to collect the undisputed amounts owed by HudsonMOD to her. In the event that further collection action is required, then HudsonMOD will be responsible for the actual amounts incurred by Ms. Shilton.

Ms. Shilton is willing to resolve this claim amicably. I strongly suggest that you speak with your attorney regarding this matter. If I do not hear from you by Friday, January 16, 2015, I will assume that you have no intention of cooperating in any settlement efforts and must proceed as instructed.

**GOVERN YOURSELF ACCORDINGLY.**

Very truly yours,



Katy Koestner Esquivel  
kke@esquivel-law.com

KKE/jiv  
Enclosures

AC Shilton Freelance Writing Contract

**Parties and Assignment.** This agreement (the "Agreement") is made and entered into as of the 3 day of October, 2014 (the "Effective Date") by and between (HudsonMOD, hereafter referred to as "Client"), having a place of business at: 41 Watchung Plaza and AC Shilton (hereafter referred to as "Writer"). The contract is in regards to professional freelance writing services to be performed on/for the following project (s):  
New Jersey Top Dentists

In consideration of the mutual covenants made herein, the parties agree as follows:

**Work.** Writer agrees to produce written materials such as text and articles (the "Work") at the request of the Client for fees agreed upon in advance and turn in or deliver the Work by an agreed upon deadline. Writer agrees that she will be the sole author of the Work, which will be original work by Writer, free of plagiarism. Writer agrees to use reasonable care to ensure that all facts and statements in the Work are true and that the Work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party. Writer agrees that Client has the right to edit the Work as it deems appropriate for publication, and that Writer will cooperate with Client in editing and otherwise reviewing the Work prior to publication. Writer will cooperate with Client if any complaints, claims or litigation should arise regarding the Work.

**Confidentiality:** Writer acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to the Client's past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, and other proprietary information which gives the Client an opportunity to acquire an advantage over its competitors who do not know or use it (the "Proprietary Information"). Writer agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to Writer before this Agreement is signed or afterward. In addition, Writer shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his or her own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, Writer shall be prohibited from discussing the Client or the Work with a representative of the press or media, either directly or indirectly, without the Client's express prior written approval.

**Compensation.** Client agrees to pay Writer one of the following: \$50 per piece. If the parameters of the Work changes, or if it involves much more time than originally estimated, Writer will inform Client and they can renegotiate the rate. Writer will bill for half of the total estimated cost when Writer begins the Work and the rest upon completion. Writer will submit the final invoice for the work upon receiving approval from Client. If Writer has not received any comments or revisions within a week of submitting a completed draft, Writer will send the invoice. Writer requires half of the total estimate cost up front before beginning a rush job if for a first-time client.

AC Shilton Freelance Writing Contract

Writer requires a purchase order number or an initialized agreement before beginning Work. Incidental expenses such as long distance phone calls, postage, courier service, are absorbed by Writer. Mileage to special events or interviews is billed at the rate currently accepted by the IRS.

Writer is responsible for the payment of all federal, state and/or local taxes with respect to the services she performs for the client as an independent contractor. The Client will not treat Writer as an employee for any purpose.

**Payment and Collection.** Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Client agrees to pay for each check returned for insufficient funds or any other reason \$25 per occurrence or 5% of the value of each returned item, whichever is greater. Client agrees to pay all reasonable attorney's fees (at least 15% of all amounts due, including interest) if any account is placed with an attorney for collection. Client agrees that the purchase of the services described herein constitutes "doing business" in the State of Florida and submits itself to the jurisdiction of the State of Florida with respect to any suit brought by The Writer to collect any sums hereunder. The parties agree that the only venue for any suit brought by either of them with respect to the services sold hereunder shall be in the State Court of Collier County.

**Ownership of Property.** Contractor acknowledges and agrees that all documents produced by Contractor, including but not limited to memoranda, research notes, correspondence, emails, pleadings, and reports in the course of his work for Client, shall be the property of Client, and Contractor shall retain no ownership, interest, or rights therein.

**Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Florida, such personal jurisdiction shall be nonexclusive.

**Client Approval.** Client is responsible for written approval of work ordered (i.e., copy, design, photography, typesetting, and other services) required for the completion of the Work. This approval can be in the form of initials or facsimile. Upon acceptance of the Work, client accepts responsibility for any further processes in which this work is used (i.e., film output, printing, etc.) Writer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work.

**Changes.** Any verbal or written changes made by Client to the scope of the Work following its initiation by Writer are subject to additional charges. Should such changes negate any part of the Work already completed at the time of the changes, Client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the change itself.

AC Shilton Freelance Writing Contract

**Cancellation.** Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion, Client is responsible for full payment as per the above estimate plus all other expenses incurred.

I, Shannon Steitz (Client company representative), assert that I am a person employed by MOD Media, LLC (Client), and that I have the authority to promise payment for the services rendered by The Writer for the aforementioned Work. I assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

Shannon Steitz

**Customer Signature**

Oct 6, 2014

**Date**

I, (The Writer) assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

Ann Chilton

**Writer's Signature**

3-Oct-14

**Date**

A.C. Shilton

HudsonMOD  
Shannon Steitz  
11 Park Street  
Suite 2F  
Montclair NJ 07042

Invoice # 0000003  
Invoice Date January 13, 2015  
**Amount Due \$695.41 USD**

Item	Description	Unit Cost	Quantity	Line Total
NJ Top Dentists	Second Round of Copy	675.00	1	675.00
late fee	30 days past due on Dec. 5	10.13	1	10.13
late fee	60 days past due on Jan 5.	10.28	1	10.28
<b>Total</b>				<b>695.41</b>
Amount Paid				-0.00
<b>Amount Due</b>				<b>\$695.41 USD</b>

**Terms**

Please note that per our contract, an additional 1.5 percent late fee is added for each additional 30 days that this invoice is not filled.

This invoice was sent using 

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## PAYMENT STUB

A.C. Shilton

**Client** HudsonMOD  
**Invoice #** 0000003  
**Invoice Date** January 13, 2015  
**Amount Due** \$695.41 USD  
**Amount Enclosed**