

NATIONAL CINEMEDIA, LLC

SUIT NO. 600,015 SEC. "C"

VERSUS

1ST JUDICIAL DISTRICT COURT

CADDO PARISH

ERIC HATFIELD

STATE OF LOUISIANA

PETITION ON OPEN ACCOUNT

NOW INTO COURT, through undersigned counsel, comes petitioner, **NATIONAL CINEMEDIA, LLC** a foreign limited liability company, authorized to do and doing business in the State of Louisiana, which, with respect, represents the following to wit:

1.

Made defendant herein is **ERIC HATFIELD**, who is a competent major, who can be served at 1229 Shreve Street, Shreveport, Louisiana 71101.

2.

This defendant is liable unto the petitioner herein for the principal sum of **EIGHT THOUSAND FIVE HUNDRED SEVENTY AND NO/100 (\$8,570.00) DOLLARS** for advertising services provided by the petitioner to the defendant for the defendant's campaign to run for Sheriff in Caddo Parish.

3.

On or about June 29, 2015, the defendant executed a Regional Insertion Order Agreement and a Billing Acknowledgment with the petitioner for advertising services to be provided from July 2015 through October 2015. (See Exhibit "A").

4.

The petitioner provided advertising services to the defendant beginning July 30, 2015, through October 16, 2015.

5.

The defendant agreed to pay \$2,030.00 for each advertisement with an additional \$250.00 "Media Services Fee" being assessed to the defendant with the first advertisement, which resulted in the amount being due to the petitioner **EIGHT THOUSAND FIVE HUNDRED SEVENTY AND NO/100 (\$8,570.00) DOLLARS**.

6.

Pursuant to the Regional Insertion Order Agreement, attached hereto as Exhibit "A", the defendant agreed that the prevailing party in any dispute under the Agreement, that the prevailing party would be entitled to all of its costs including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. (See Exhibit "A").

7.

Despite amicable demand upon the defendant on or about January 31, 2017, the aforementioned balance is still outstanding and past due. (See Exhibit "B")

WHEREFORE, the petitioner, **NATIONAL CINEMEDIA, LLC**, prays that the defendant, **ERIC HATFIELD**, be served with a copy of the Citation and Petition; that he be cited to answer same; and that after all due proceedings are had, that there be Judgment rendered in favor of the petitioner, **NATIONAL CINEMEDIA, LLC**, and against the defendant, **ERIC HATFIELD** for the principal sum of **EIGHT THOUSAND FIVE HUNDRED SEVENTY AND NO/100 (\$8,570.00) DOLLARS** together with judicial interest from date of demand, until paid in full, reasonable attorneys' fees, collection costs, and for all costs of these proceedings.

Respectfully submitted:

POWERS, SELLERS & CHAPOTON, LLP



STEVEN H. WATTERSON, #27134

7967 Office Park Boulevard

Baton Rouge, Louisiana 70809

Telephone: (225) 928-1951

Telecopier: (225) 929-9834

PLEASE SERVE PERSONAL SERVICE ONLY:

ERIC HATFIELD

1229 Shreve Street

Shreveport, Louisiana 71101

SCAN041920170000000096



THIS IS NOT AN INVOICE

JMC Coll - Eric Hatfield for Sheriff
Attn: Maegan Morace
PO Box 65054
Shreveport, LA 71136

STATEMENT

Page 1 of 1

Customer NO: C-00007702
Date: 10/14/2016

Document Date	Due Date	Type	Trans No.	Invoice Amt	Receipt Amt	Balance
7/30/2015	8/29/2015	INVOICE	INV-063603	2,330.00	0.00	2,330.00
8/14/2015	9/13/2015	INVOICE	INV-064320	2,080.00	0.00	4,410.00
10/1/2015	10/31/2015	INVOICE	INV-067338	2,080.00	0.00	6,490.00
10/16/2015	11/15/2015	INVOICE	INV-069933	2,080.00	0.00	8,570.00

61 Days & Over	31 to 60 Days	1 to 30 Days	Current	Balance Due
\$8,570.00	\$0.00	\$0.00	\$0.00	\$8,570.00

For general billing questions or to request copies of invoices, please contact us at 303-792-4970 or ARQuestions@ncm.com

Remit To:
National Cinemedia, LLC
PO Box 17491
Denver, CO 80217-0491

THIS IS NOT AN INVOICE



SCAN041920170000000097

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

Payment	Comments & Special Instructions:	Total Media	\$8,320.00
Payment Terms: Monthly		Media Services	\$250.00
Payment Method: Check		Creative Services	\$0.00
P.O. Number:		Other Services	\$0.00
		Total Due	\$8,570.00

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Name/Title: **Eric Hatfield** Date: **6-29-15** National CineMedia, LLC 07/07/15

Order Number: ORD-1506-02035	Approved	Accounting/Finance Contract Approval	E TCT	F drw
A 353924	B 263379	C 07/07/15	D 07/09/15	Audit
Logged	Scheduled	Creative Approved	Cre 07/07/15	Po

07/07/2015



Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

A/R

Entered by: *Patrice Fulton*

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement. Terms and Conditions attached hereto (the "Terms and Conditions"), NCM and Advertiser agree as follows

Advertiser Information Eric Hatfield for Sheriff P. O. Box 65054 Shreveport, LA 71136 Phone: (318) 312-1690 Fax: Maegan Morace forthepeople@hatfieldforsheriff.org	Billing Information Eric Hatfield for Sheriff P. O. Box 65054 Shreveport, LA 71136 Phone: (318) 312-1690 Fax: Maegan Morace forthepeople@hatfieldforsheriff.org	Account Director Information Name: Connie Liepins Phone: (501) 915-8396 Fax: (501) 915-8396 Email: Connie.Liepins@ncm.com
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Order: ORD-1506-02035

Type: New

Eric Hatfield - Bullying Ad

Regional Premium

Start: ~~7/3/2015~~ End: ~~10/22/2015~~ **7/10/15 - 10/29/15**
 Weeks: 16.00 Weight: A Duration/Units: 00:30

Creative Number	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
353924	CNK252	Tinseltown	Shreveport, Louisiana	17	\$30.00	\$8,160.00

Regional LEN

Start: ~~7/3/2015~~ End: ~~10/22/2015~~ **7/10/15 - 10/29/15**
 Weeks: 16.00 Weight: A Duration/Units: 00:30

Creative Number	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
353924	CNK252	Tinseltown	Shreveport, Louisiana	17	\$5.00	\$80.00

Regional LEN

Start: ~~7/3/2015~~ End: ~~10/22/2015~~ **7/10/15 - 10/29/15**



66000000071026140NVS

Regional Insertion Order Agreement

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Weeks: 16.00 Weight: A Duration/Units: 00:30

Creative Number	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
353924	CNK252	Tinseltown	Shreveport, Louisiana	17	\$5.00	\$80.00

Premium placement subject to availability; spots may run in Regional Segment 1 in locations where premium inventory is unavailable.



NCM Proposal for Eric Hatfield for Sheriff Proprietary & Confidential Page 2 | Order Type : New | ORD-1506-00035 | Eric Hatfield - Bullying Ad

SCAN041920170000000100

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

NATIONAL CINEMEDIA, LLC ADVERTISING INSERTION ORDER AND AGREEMENT Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. **NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. **In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

3. **Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. **Fees and Payment.** Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. **Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. Content.

6.1 **Advertiser Content.** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 **NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser releases no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. **Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. **Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser

Regional Insertion Order Agreement

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Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects, materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors or assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue either in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.

Creative Production Order Form

Page 1

Advertiser Information Eric Hatfield for Sheriff P. O. Box 65054 Shreveport, LA 71136 Phone: (318) 312-1690 Fax: Maegan Morace forthepeople@hatfieldforsheriff.org	Billing Information Eric Hatfield for Sheriff P. O. Box 65054 Shreveport, LA 71136 Phone: (318) 312-1690 Fax: Maegan Morace forthepeople@hatfieldforsheriff.org	Account Director: Connie Liepins Phone: (501) 915-8396 Fax: (501) 915-8396 Email: Connie.Liepins@ncm.com Order: ORD-1506-02035 Type: New
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Job Name: Eric Hatfield - Bullying Ad-OL2 353924**Start Date:** 7/3/2015**Ratings:** G, PG, PG-13, R**Notes / Special Instructions:** Client will submit a completed :30 ad to NCM specifications by 6/30/15 to make this start date.**Media Services:**

Description	Fee
Ad Provided by Client	\$250.00

Media Services SubTotal: \$250.00**Creative Services:**

Description	Fee

Creative Services SubTotal: \$0.00

Client will submit Total Media payable in 4 monthly installments of \$2,080. Media Fee of \$250 will be payable with 1st monthly installment.

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

SCAN041920170000000103



Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Contract Number:	
Billing Frequency Requested:	<input type="checkbox"/> Bill in Full (payment due 30 days from Contract Start Date) <input type="checkbox"/> Monthly Installments <i>PLEASE NOTE: Online advertising is billed based on the number of actual monthly impressions and cannot be billed in equal monthly installments.</i> <input type="checkbox"/> Other*

Purchase Order number to be referenced (when applicable):

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*Other Billing Instructions:

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Client

Acknowledgement

Eric Hatfield

Date

6-29-15

SCAN04192017000000104

Quality Control Check List

Contract	<input checked="" type="checkbox"/> Client Signature	<input checked="" type="checkbox"/> Billing Address	<input type="checkbox"/> Client Approval - Restrictions, Changes to Dollars... etc	<input type="checkbox"/> RVP Approval - Credit, Waived Fees	<input type="checkbox"/> Necessary Copies Made		
DCS Scheduling	<input checked="" type="checkbox"/> Booked	<input checked="" type="checkbox"/> Correct Job #					
Chimera	<input checked="" type="checkbox"/> Total Dollars	<input checked="" type="checkbox"/> Dates Match Contract					
Creative Change	<input checked="" type="checkbox"/> Segments, Weights, and Theaters Match	<input type="checkbox"/> CC Log: Job #, K#, and MB					
Hybrid	<input type="checkbox"/> "H" in title In Ad Projects	<input type="checkbox"/> Hybrid in Type In DCS	<input type="checkbox"/> "H" in title in RAIN				
Ad Projects	<input checked="" type="checkbox"/> Dollars Match	<input checked="" type="checkbox"/> Revenue is Associated with Earliest Start Date	<input type="checkbox"/> Box Checked for Audience Engagement, Manual IO, MG, Online, and Premium				

Did you initial the Audit box?

SCAN041920170000000105

POWERS, SELLERS & CHAPOTON, L.L.P.

ATTORNEYS AT LAW

7967 OFFICE PARK BLVD.

POST OFFICE BOX 15948

BATON ROUGE, LOUISIANA 70895

(225) 928-1951

Steven H. Watterson
swatterson@powersfirm.com

FACSIMILE (225) 929-8834

January 17, 2017

Mr. Eric Hatfield
P.O. Box 65054
Shreveport, Louisiana 71136

RE: National Cinemedia, LLC v. Eric Hatfield
Principal Amount Due: \$8,570.00
Interest 12% per year beginning 12/16/2015: \$1,114.10
Attorney Fees @25% Principal and Interest: \$2,421.00
Total Now Due: \$12,105.00
Our File No.: 11067-1

Dear Mr. Hatfield:

Since you have failed to respond to the efforts of my client, National Cinemedia, LLC, for the advertising services provided to you, the matter has been referred to me for collection of \$12,105.00 which is inclusive of the principal and interest at 12% per per year beginning December 16, 2015, until paid in full, plus attorneys' fees per the Advertising Agreement with my client.

Please remit the sum of \$12,105.00 within thirty (30) days from the date of this correspondence, or I will begin to move this matter forward by filing suit. If you dispute this debt, please advise me, in writing, what is being disputed.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Steven H. Watterson

SHW/sff

THIS IS AN ATTEMPT TO COLLECT UPON A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE



POWERS, SELLERS & CHAPOTON, L.L.P.

ATTORNEYS AT LAW

7967 OFFICE PARK BLVD.

POST OFFICE BOX 15048

BATON ROUGE, LOUISIANA 70895

(225) 928-1951

Steven H. Watterson
swatterson@powersfirm.com

FACSIMILE (225) 929-9834

April 7, 2017

Honorable Gary Loftin
Clerk, 1st JDC
103 Courthouse
501 Texas Street
Shreveport, Louisiana 71101

Re: National Cinemedia, LLC v. Eric Hatfield
Suit No. "NEW"; 1st JDC; Caddo Parish
Our File No.: 11067-1

Dear Mr. Loftin:

Enclosed please find the original and two (2) copies (one copy to be stamp-filed) of a Petition and Request for Notice for filing. Please file the originals into the record and thereafter, please serve the defendant as listed on the Petition. Please return the stamp-filed copy to me in the enclosed self-addressed stamped envelope.

Our firm check in the amount of \$320.00 is enclosed to cover the costs associated with the foregoing request.

Thank you in advance for your assistance, and please do not hesitate to contact me with any questions or concerns regarding this matter.

Sincerely,



Steven H. Watterson

SHW/sff

Enclosure

cc: Johanna Owns (YFN: 9150368)

SCAN04192017000000107

THE STATE OF LOUISIANA: TO ERIC HATFIELD
1229 SHREVE STREET
SHREVEPORT, LA 71101

of the Parish of CADDO

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition.* The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within FIFTEEN (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within FIFTEEN (15) days, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Caddo Parish, on this date April 17, 2017.

*Also attached are the following:

MIKE SPENCE, CLERK OF COURT

___ REQUEST FOR ADMISSIONS OF FACTS

___ INTERROGATORIES

___ REQUEST FOR PRODUCTION OF DOCUMENTS

By: _____

Deputy Clerk

STEVEN H WATTERSON 4369

Attorney

SCAN04192017000000108

FILE

COPY