

Jakob & Kollegen | Rechtsanwälte | Bergheimer Straße 49 | 69115 Heidelberg

District Court of Berlin
Littenstr. 12-17
10179 Berlin-Mitte

Heidelberg, 28.09.2011
My ref.: 00312-11

LAWSUIT

In the legal dispute

Simon Jakob, Bergheimer Str. 49, 69115 Heidelberg

- Plaintiff -

Represented by.: RA'e Jakob & Kollegen, Bergheimer Str. 49, 69115
Heidelberg

against

Axel Springer AG, represented by its Board, Axel-Springer-Straße 65, 10888 Berlin

- Defendant -

on the grounds of: Advertisement
placement
Provisional value in dispute: € 8,099.14

On behalf of and with the authorisation of the plaintiff, we bring a lawsuit with the following submissions:

1. That the defendant be ordered, within two weeks of the legal effect of the verdict, and in return for payment of the agreed advertisement price of € 8,099.14, to publish in its newspapers "BILD", "Welt" and "Welt am Sonntag", the following advertisement:

*Alliance for Democracy Portal for direct democracy. Read here
about political offences. Become interactive with us!*

At: www.menschenfuerdemo-kratie.de

2. That the defendant be ordered to pay to the plaintiff preliminary legal costs of € 718.40 plus interest at 5% above the base rate since pendency.
3. That the defendant pay the costs of the proceedings.

Grounds:

The defendant is a publisher of amongst other titles, the “BILD”, “Welt” and “Welt am Sonntag”. On 11.07.2011 the plaintiff commissioned the defendant by fax and e-mail with the publication of the advertisement cited in the application. The defendant confirmed these orders by e-mail.

Evidence: Booking and order confirmation of the “BILD” of 11.07.2011 - K1, K2 -

Order confirmation of the “Welt” of 11.07.2011 - K 3 -

Order confirmation of the “Welt am Sonntag” of 11.07.2011 - K 4 -

Following contract conclusion, the defendant requested the plaintiff by e-mail to pay the agreed charge for the advertisement in the “BILD” of € 5,692.96.

Evidence: E-mail of the defendant of 11.07.2011 - K5 -

The plaintiff transferred the requested amount on the same day.

Despite the properly concluded contracts, the defendant has until the present date failed to comply with its obligation to publish the advertisements.

With its letter of 03.08.2011, the plaintiff called on the defendant once again to comply with its contractual obligations.

Evidence: Letter of the plaintiff of 03.08.2011 - K6 -

This letter too did not result in the publication of the advertisements, but only the notification that publication would not take place due to “fundamental considerations”.

This change in the attitude of the defendant came as a great surprise to the plaintiff, since the planned advertisement of the defendant had already been submitted in advance for approval. The plaintiff is in possession of an e-mail from the defendant of 08.07.2011 to Mrs. Leist, who made the preliminary enquiry to the defendant on behalf of the plaintiff, in which the Publishing Law Department notifies the Advertising Department: “At first sight, we have no reservations.” And: Please prepare for BILD. Approved for national release.”

Evidence: E-mail of the defendant of 08.07.2011 - K7-
Attestation of Mrs. Leist, for attendance by the plaintiff

The refusal of the defendant is also incomprehensible, since it published the advertisement of the plaintiff in several other titles which it publishes (incl. "Leipziger Volkszeitung", "Hamburger Abendblatt") without objection.

The conduct of the defendant can therefore, from the point of view of the plaintiff, can only be considered as blatant breach of contract.

The specific date of publication for the advertisement ordered to be placed in the "BILD", "Welt" and "Welt am Sonntag" is of no particular importance to the plaintiff. The defendant therefore still has an opportunity to comply with its obligations.

It is agreed that the defendant reimbursed the advance payment for the advertisement publication in the "BILD" on 09.08.2011, i.e. approx. one month after payment by the plaintiff. No advance payment was made for the other advertisements. For this reason, the defendant is obliged to publish the advertisements only in return for payment of the agreed costs.

The preliminary legal costs claimed are based on the amount of the lawsuit of € 8,099.14. This in turn is made up of the advertisement costs quoted by the defendant. The defendant quoted € 4,784.00 for publication in the "BILD", € 1,893.00 for publication in the "Welt am Sonntag" and € 129.00 for publication in the "Welt", giving a net total of € 6,806.00, plus € 1,293.14 VAT.

The out-of-court correspondence has incurred the following charges:

1.3 business fee to Item	VV RVG	€ 583.70
Fixed expenses to Item	VV RVG	<u>€ 20.00</u>
		€ 603.70
19% VAT		<u>€ 114.70</u>
Total		<u>€ 718.40</u>

The following is submitted in substantiation of the above charges

Evidence: Opinion of the Law Society.

The legal costs advance of € 543.00 will be paid by direct debit mandate.

Simon G. Jakob
Lawyer

One certified and one simple copy are enclosed.