



PESSAH LAW GROUP, PC  
**Maurice D. Pessah, Esq.**  
Attorney at Law  
9100 Wilshire Blvd., Suite 850E  
Beverly Hills, CA 90212  
310.772.2261  
*maurice@pessahgroup.com*

October 9, 2025

**VIA EMAIL**

Alan Elliott  
Amazing Grace Movie, LLC  
*alan@alanelliott.net*

Re: RETENTION OF PESSAH LAW GROUP, P.C.

Dear Mr. Elliott:

Thank You for engaging Pessah Law Group, P.C. (the “Firm”) as legal counsel to Amazing Grace Movie, LLC (“You” or “Client”). I apologize for the formality of this letter-agreement, but California law requires that we describe the terms and conditions of our representation and obtain your consent. Accordingly, this letter confirms our understanding and agreement regarding the terms and conditions thereof.

**1. Conditions and Effective Date**

While the Firm may have already expended time on your matter, this Agreement will not take effect, and the Firm will have no obligation to provide any additional legal services, until You return a signed copy of this Agreement to the undersigned and pay any applicable retainer fee.

Additionally, this Agreement will govern all legal services performed by the Firm on Your behalf commencing with the date the Firm first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay the Firm the reasonable value of any services the Firm may have performed for Client.

## 2. Services

You have engaged the Firm to represent You in relation to a dispute with the Estate of Aretha Franklin concerning a certain agreement dated March 21, 2019 (the "Matter").

The Firm will provide those legal services reasonably required to represent You in the Matter. It is mutually understood and agreed that these services are solely for Client's benefit and that no other person or entity is intended either to benefit from them or to be deemed a client by virtue of their performance. Unless expressly agreed between us in writing, the Firm is not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, partners or employees.

## 3. Responsibilities of Attorney and Client

It will be the Firm's responsibility to perform the legal services called for under this agreement, to take reasonable steps to keep You informed and to respond promptly to Your inquiries and communications. The performance of the Firm's services will necessarily include activities outside of Client's immediate presence, including, for example, review of documents and legal research.

It will be Client's responsibility to cooperate fully with the Firm by, among other things, providing the Firm with relevant information and documents relating to or affecting (directly or indirectly) the Matter, and by making yourself reasonably available for consultation. Furthermore, it will be Your responsibility to be truthful, to keep us fully informed of developments that pertain (directly or indirectly) to the Matter, to pay the Firm's bills on time, and to abide by this Agreement.

In addition to the foregoing responsibilities, Client will also be responsible for promptly advising the Firm whether any document we have prepared or received and sent to Client for Client's approval or review reflects and is consistent with Client's objectives.

## 4. Fees; Costs

The Firm's current hourly rate is between **\$350** and **\$700** for attorneys.

In addition to fees for services rendered, the Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses paid or owed by Client in connection with this Matter, or which have been advanced by the Firm on Client's behalf and which have not been previously paid or reimbursed to the Firm. Costs,

disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witness, professional mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, costs and expenses will be charged at the Firm's cost.

Client understands that, as set forth below, a deposit for costs may be required before the expenditure is made by the Firm.

To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Client authorizes the Firm to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in the Firm's judgment. The Firm shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses. Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties if Client is unsuccessful.

The Firm may, at its sole discretion, demand payment of fees and costs in advance of incurring said fees, including but not limited to court filing fees. Client agrees

that upon demand, Client will forward the demanded fees and costs within fourteen (14) days.

Nevertheless, Client acknowledges that the Firm has not agreed to any maximum fee or any other promise about the total amount of legal fees and costs to be incurred by you under this agreement, except as provided above.

Additionally, should the Firm recover a claim for attorney's fees (by statute and/or by motion) the attorney's fees awarded/recovered are those of the Firm and not the Client.

## 5. Retainer

The Firm reserves the right to require, from time to time, that Client deposit a retainer with us. The amount of any retainer requested by the Firm will depend upon the nature of the matter involved, your history of payment, and our relationship. Unless otherwise specified, any such retainer paid by Client will be applied against fees and costs. My monthly statement will reflect any retainer amounts so applied. No interest is paid on any retainer, and the Firm may request additional retainer amounts as the amount deposited is exhausted. Client agrees that the Firm will have a lien on any retainer in order to secure payment of its fees and costs.

The initial retainer for this matter shall be **\$7,500** which shall be deposited in the Firm's attorney-client trust account. If arbitration is commenced, the Firm will request an additional **\$2,000** to cover filing fees that will become payable to the Judicial Arbitration and Mediation Service (JAMS).

## 6. Third-Party Payment of Fees

Client understands and agrees that another person or entity ("Third-Party Payor") may agree to pay some or all of the legal fees and costs incurred in this representation. Notwithstanding such payment arrangement:

- a. **Client Remains the Client.** Attorney's professional duties of loyalty, confidentiality, and independent judgment are owed solely to Client, not to the Third-Party Payor. The Third-Party Payor shall have no right to direct, control, or interfere with Attorney's professional judgment or the conduct of this representation.

- b. **Confidentiality.** Attorney will not disclose any confidential information relating to the representation to the Third-Party Payor without Client's express written consent.
- c. **Payment Terms.** The obligation of the Third-Party Payor is limited to the payment of fees and costs as agreed. The Third-Party Payor's payment does not create an attorney-client relationship between Attorney and the Third-Party Payor. If the Third-Party Payor fails to make any payment when due, Client remains ultimately responsible for all fees and costs under this Agreement.
- d. **Informed Written Consent.** By signing below, Client gives informed written consent to the payment of fees and/or costs by the Third-Party Payor on the terms stated above. Client acknowledges that Attorney has explained:
  - i. that the Third-Party Payor's involvement is limited to payment only;
  - ii. that Attorney's duties of confidentiality and loyalty are owed exclusively to Client; and
  - iii. that the Third-Party Payor will not control or influence Attorney's professional judgment or the course of the representation.

## 7. Fee Disputes

Under California law, Client has the right to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association of the State Bar ("Bar Arbitration") and a trial *de novo* in court if dissatisfied with the result. The Firm agrees that any dispute as to fees will be submitted to the Beverly Hills Bar Association's Arbitration Program. If you do request a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct is admissible only concerning the fees or costs in dispute and that the Bar Arbitrators shall not award any affirmative relief in the form of damages, offset or otherwise on account of such claim. By signing this agreement, Client agrees that if the Bar Arbitration is conducted, that Bar Arbitration or any trial in court (whether following or instead of a Bar Arbitration) will determine only the issue of

the amount of fees properly chargeable to Client, if any, and will have no effect on the provisions of section 8 pertaining to mediation and arbitration of claims for affirmative relief based on malpractice or other claimed misconduct.

## **8. Mediation and Arbitration of Claims Pertaining to Professional Misconduct**

By signing this agreement, Client and the Firm agree that any dispute or claim arising out of or relating to our alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud, or violation of any statute SHALL BE RESOLVED BY SUBMISSION, FIRST, TO NON-BINDING MEDIATION, AND IF NOT RESOLVED, BY BINDING ARBITRATION PURSUANT TO THE PROCEDURE SET FORTH BELOW.

IF ANY SUCH DISPUTE OR CLAIM CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY MEDIATION CONDUCTED IN THE CITY OF LOS ANGELES, CALIFORNIA, AND ADMINISTERED BY JAMS OR ITS SUCCESSOR ("JAMS") UNDER ITS APPLICABLE RULES, BEFORE COMMENCING ANY ARBITRATION PROCEEDINGS UNDER THE PROCEDURES SET FORTH BELOW. NOTWITHSTANDING THE FOREGOING, IF ANY PARTY FILES SUIT IN COURT, THE OTHER PARTY OR PARTIES NEED NOT DEMAND MEDIATION TO ENFORCE THE RIGHT TO COMPEL ARBITRATION.

IF ANY DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, AS SET FORTH ABOVE, THEN THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED IN THE COUNTY OF LOS ANGELES, CALIFORNIA AND ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING THE OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES," INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION).

THE JAMS RULES ARE AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), AND WILL BE PROVIDED BY PRODUCER UPON REQUEST. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE A RETIRED JUDGE OR JUSTICE. ANY APPELLATE PANEL SHALL CONSIST OF THREE NEUTRAL MEMBERS, SUBJECT TO THE FOREGOING REQUIREMENTS.

**9. Conflict Waiver**

Client understands that as in the case of any law firm, the Firm may from time to time represent, in unrelated matters, clients whose interest(s) conflict in a particular matter. Thus, for example, there may be instances in which the Firm represents Client in a transaction involving party A and, at the same time, the Firm represents party A in connection with an unrelated matter to which You are not a party. As part of our engagement hereunder, Client consents to such concurrent representation so long as it does not involve a direct conflict with a specific matter in which the Firm represent You.

**10. Representation**

The Firm's responsibility is to represent Client in connection with such matters as You place with it on your behalf. The Firm will take all action reasonably necessary to protect Client's interests, keep Client fully informed, and provide Client with copies of correspondence and all other documents and papers. Client's responsibility is to keep the Firm informed with respect to the facts, to be accessible for all necessary communication, to cooperate as requested, and to pay our statements as agreed.

Section 6148 of the California Business and Professions Code requires that some attorneys' fee agreements to be in writing. Section 6149 makes the agreement confidential. This fee agreement can be changed only by a written modification signed by both of You and the Firm.

During the course of our representation, the Firm will forward to Client, and Client will be primarily responsible for retaining, any original documents, certificates, or instruments; provided the Firm will maintain copies in its files. At the conclusion of its representation, the Firm will offer to provide Client with the files and records regarding Client's matters that are in the Firm's possession. If Client decides not to accept the files, the Firm will ordinarily dispose of them six (6) months after the conclusion of our representation, and the Firm may dispose of any such files and records without further notice to Client.

**11. Disclaimer of Guarantees and Estimates**

From time to time, through the course of the Firm's representation of Client, the Firm may express beliefs concerning the effectiveness of various strategies and

courses of action, merits of any particular action or the overall merits of Client's matter. However, the Firm has not and will not make any promises or give any guarantees regarding the ultimate success or outcome of a matter. As such, nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter, and the Firm's comments about the outcome of the matter are expressions of opinion only.

Due to the nature of services to be provided under this agreement, it is impossible to estimate the total amount of fees and costs with certainty. The Firm will endeavor to estimate fees and costs if you so request and to keep you apprised if the Firm anticipates any significant changes to such estimated fees during the course of the engagement, but the Firm may not always be able to predict the timing or magnitude of such changes. Therefore, any estimate of fees given by the Firm shall not be a guarantee. Actual fees may vary from the estimates given.

## **12. Termination of Representation**

The attorney-client relationship is based on mutual trust and confidence; hence, Client is free to terminate our relationship at any time. Client understands, however, that should Client elect to do so, the Firm is still entitled to its fees and costs with respect to services rendered before termination.

Incidentally, the Firm too will be free to terminate the relationship at any time. In the event that the Firm does so, it will be done in a manner consistent with applicable law, court rules, and the Rules of Professional Conduct of the State Bar of California. Under those rules, the Firm is permitted to withdraw if, among other reasons, it becomes unreasonably difficult for the Firm to carry out the representation effectively or if Client fails to pay fees or costs as required under this Agreement.

If this letter correctly sets forth Client's understanding, please sign and date this agreement and return it to the Firm by email. The Firm will return a fully-executed copy for Client's files. If You have any questions regarding anything contained in this letter, or at any time have problems with the Firm's billing or otherwise, please feel free to call the Firm at the number listed above.

In signing this agreement, you acknowledge that you have had the opportunity to seek independent legal and business advice with respect to this agreement,

and that you have either sought and obtained such advice or have deliberately refrained from doing so.

**13. Severability**

If any provision of this agreement is held to be void, voidable or unenforceable, that provision will be severable and the remaining provisions shall remain in full force and effect.

**14. No Modification Except by Signed Writing**

No provision of this engagement letter can be waived, modified, amended or supplemented except in a writing that is signed by You and the Firm.

**15. Integrated Agreement**

This engagement agreement constitutes the entire understanding and contract between Client and the Firm with respect to the subject matter referred to herein. Any and all representations, understandings, or agreements, whether oral, written or implied, are merged into and superseded by the terms of this engagement letter. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

[SIGNATURE PAGE TO FOLLOW]

Amazing Grace Movie, LLC

October 9, 2025

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Very truly yours,



By:

\_\_\_\_\_  
MAURICE D. PESSAH

**The undersigned understand and agree to the terms of the engagement set forth in this letter, is duly authorized to execute this engagement letter and is [jointly and severally] responsible for all fees and costs incurred hereunder**

**ACCEPTED AND AGREED**

alan

\_\_\_\_\_  
By: Alan Elliott

For: Amazing Grace Movie, LLC

Signature:   
y (Oct 9, 2025 13:14:34 PDT)

Email: alan@alanelliott.net

# 10-9-25 AGM Engagement Agreement (Franklin Estate)

Final Audit Report

2025-10-09

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2025-10-09                                   |
| By:             | Maurice Pessah (maurice@pessahgroup.com)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAs3Q7OEpgQk5_Rt3g49zvJIX6RNdhUUyW |

## "10-9-25 AGM Engagement Agreement (Franklin Estate)" History

 Document created by Maurice Pessah (maurice@pessahgroup.com)

2025-10-09 - 6:38:49 PM GMT

 Document emailed to alan@alanelliott.net for signature

2025-10-09 - 6:39:57 PM GMT

 Email viewed by alan@alanelliott.net

2025-10-09 - 8:07:43 PM GMT

 Signer alan@alanelliott.net entered name at signing as y

2025-10-09 - 8:14:32 PM GMT

 Document e-signed by y (alan@alanelliott.net)

Signature Date: 2025-10-09 - 8:14:34 PM GMT - Time Source: server

 Agreement completed.

2025-10-09 - 8:14:34 PM GMT