



PESSAH LAW GROUP

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PERSONAL DELIVERY

Amazing Grace Movie, LLC
Attn: Mr. Alan Elliott, Principal

Re: Termination of Representation — *Amazing Grace Movie, LLC v. Neon Rated, LLC, et al.*, Index No. 652869/2022 (“Matter I”); *Amazing Grace Movie, LLC v. Estate of Aretha Franklin, et al.* (“Matter II”, and collectively with Matter I, the “Matters”)

Alan,

Thank you for coming into the office today. I have deliberated carefully about the decision to terminate the relationship between the firm and Amazing Grace Movie, LLC. After careful consideration, and as further explained below, you have left the firm with no other choice than to terminate our professional relationship.

This letter confirms that Pessah Law Group, PC (“PLG” or the “Firm”) is concluding and terminating its representation of Amazing Grace Movie, LLC (“AGM” or the “Client”) in the above-referenced Matter and all other matters for which the firm is currently providing services, effective as of the date of this letter. This letter is issued pursuant to our engagement agreement dated May 10, 2022 (the “Engagement Agreement”). The Firm’s fees, costs, and the disbursement of settlement proceeds are addressed under separate cover with supporting accounting documentation.

I. Conclusion of Representation

Matter I has been resolved by confidential settlement. Under Section 11 of the Engagement Agreement, the Firm's professional relationship with the Client concludes upon completion of the legal services the Firm was engaged to perform. With the settlement obtained and the Litigation resolved, that work is complete, and the representation is hereby concluded and terminated.

The Firm will take no further action on the Client's behalf following the date of this letter, except as necessary to effectuate disbursement of proceeds and to provide the final accounting addressed under separate cover.

II. Matters the Firm Must Place on the Record

The Firm is obligated to memorialize the following, both as grounds relevant to the conclusion of this representation and to preserve an accurate record. The Firm reserves all rights with respect to each.

A. Disclosure of confidential and privileged information.

Notwithstanding the Firm's repeated cautions, you disclosed confidential and privileged information concerning the Matter I — including information subject to the mediation privilege and the confidentiality obligations attendant to the settlement — to Mr. RJ Cipriani, a non-party. Among other things, Mr. Cipriani transmitted to the undersigned a photograph taken at the location of the confidential mediation, in the lobby of 1999 Avenue of the Stars, on or about May 27, 2026. That photograph is direct evidence that you disclosed the existence, timing, and location of the confidential mediation to Mr. Cipriani and facilitated his access to a proceeding and to information he had no right to receive. These disclosures were made despite our express and repeated warnings and are inconsistent with your obligations under the Engagement Agreement, including your duty under Section 3 to abide by our advice on material matters and to keep the Firm informed. In addition to Mr. Cipriani, we have reason to believe that you disclosed or discussed the mediation with others, including Winston Cho of *The Hollywood Reporter*, who said that he was already aware of it.

B. Failure to disclose the involvement of a non-lawyer third party.

You enlisted the assistance of Mr. Cipriani, a non-lawyer third party, in connection with Matter I, and failed to advise the Firm of his involvement. This contravened your obligations under Section 3 and Section 20 of the Engagement Agreement, which require you to keep the Firm fully informed of developments and to identify all persons and entities who are or may foreseeably become involved in the Matter, and to notify the Firm promptly of the same.

C. Interference with the representation.

Mr. Cipriani's undisclosed involvement — including his stated threat to “blow up the deal” — interfered with the Firm's representation and placed at risk a settlement obtained only after years of litigation of a matter that presented substantial risk and numerous weaknesses. The Firm's years-long efforts secured a high-value resolution notwithstanding those weaknesses, and that result was jeopardized by conduct within your control.

D. Threats, extortion, and harassment by a person you enlisted.

Mr. Cipriani — whom you enlisted, and whom you repeatedly asked the Firm to “pay,” “thank,” and “apologize to” — has directed a series of genuine and menacing threats at the undersigned and his family. In text messages sent from (310) 770-0334, Mr. Cipriani wrote, among other things: **“Do I need to stop by your house too??? I have your address”**; **“You're an ungrateful fuck! ... You do understand I can reverse everything I did good for you”**; and **“I expect an apology or I'll blow up your whole deal motherfucker!!!”** He further threatened to plant damaging stories in the press (**“I can post that in Page Six or Hollywood Reporter”**). These communications constitute a credible threat to the personal safety of the undersigned and his family, coupled with an extortionate demand — the wrongful use of fear to coerce compliance — that is actionable as extortion and attempted extortion under California law. The threats are genuine and have caused real harm: as a direct result, the undersigned has retained personal security at his office and has suffered injury to his physical and mental well-being. The Firm reserves all rights to pursue all available remedies, including a civil harassment restraining order and referral to law enforcement regarding Mr. Cipriani. Having enlisted this individual and injected him into a strictly confidential matter, you bear responsibility for the foreseeable consequences of having done so. The Firm did not enlist, request, or authorize Mr. Cipriani's involvement in any form, and it will have no voluntary contact with him.

E. Directive concerning tax treatment of the settlement.

You directed that the Firm assist you in avoiding tax obligations arising from the settlement, including by characterizing the proceeds payable to you personally (not AGM) as a non-taxable “personal injury” recovery, and instructed that no IRS Form 1099 issue to you. The Firm cannot and will not participate in the mischaracterization of settlement proceeds or in any effort to evade applicable tax obligations. The tax treatment and characterization of the proceeds are matters for you and your own tax advisors; the Firm will prepare, report, and issue any tax documentation strictly as required by law.

F. Suggestion regarding witness testimony.

You suggested that the Firm present Ms. Sabrina Owens as a witness in Matter II and implied that you would pay her in connection with that testimony. The Firm cannot and will not participate in compensating a witness in exchange for testimony, and it declined to do so.

G. Reservation of Rights

Nothing in this letter should be construed as a waiver of any kind or nature. The Firm expressly reserves, all rights and remedies available to it, including with respect to any harm or interference arising from the conduct described above, and with respect to its fees, costs, and services. As set forth in Sections 12 and 13 of the Engagement Agreement, any dispute arising out of or relating to the Engagement Agreement or the Firm's services is subject to binding arbitration (with fee disputes eligible for the California State Bar's fee-arbitration program in the first instance), and the prevailing party is entitled to recover its attorneys' fees and costs.

H. Client File

Upon your written request in accordance with Section 10 of the Engagement Agreement, the Firm will deliver the Client's file for the Matter, subject to the terms of that section, including the Firm's retention of its own internal files and attorney work product.

We thank you for the opportunity to have represented Amazing Grace Movie, LLC and wish you well.

Very truly yours,

A handwritten signature in blue ink, appearing to read "M. Pessah", with a stylized flourish at the end.

Maurice D. Pessah, Esq.
PESSAH LAW GROUP, PC