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September 2, 2021

VIA EMAIL

Amazing Grace Movie, LLC,
1633 North Stanley Avenue
Los Angeles, CA 90046
Attention: Mr. Alan Elliott
alan@alanelliott.net

Re: RETENTION OF THE PESSAH LAW GROUP (the "Firm")

Dear Alan ("You" or "Client"):

Thank you for engaging Pessah Law Group, PC ("PLG" or the "Firm") as your legal counsel. Please pardon the formality of this letter, but California law requires that we set forth the terms of our representation in writing. This letter confirms our understanding and agreement regarding the terms and conditions thereof.

1. Services To Be Provided By The Firm. You have engaged the Firm to represent you in connection with defending claims and asserting counterclaims involving the live action motion picture, "AMAZING GRACE" against NEON Rated, LLC, a Delaware limited liability company.

The Firm will provide those legal services reasonably required to represent you in the above matter. It is mutually understood and agreed that these services are solely for your 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, we are 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.

2. Responsibilities of Attorney and Client. It will be my 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 my services will necessarily include activities outside of your immediate presence, including, for example, review of documents and legal research.

It will be your responsibility to cooperate fully with me by, among other things, providing me with relevant information and documents and by making yourself reasonably available for consultation. Furthermore, it will be your responsibility to keep the Firm fully informed of developments and to abide by this agreement.

In addition to the foregoing responsibilities, you will also be responsible for promptly advising us whether any document we have prepared or received and sent to you for your approval or review reflects and is consistent with the principal terms of your proposed agreement, general litigation strategy or other expectations, as the case may be.

3. Disclaimer of Guarantee. From time to time, through the course my representation of you, I may express beliefs concerning the effectiveness of various strategies and courses of action, merits of any particular action or the overall merits of your matter. However, I have not and will not make any promises or give any guarantees regarding the ultimate success or outcome of a matter.
4. Retainer. The Firm reserves the right to require, from time to time, that Clients deposit a retainer for costs, which the Client agrees to cover in full in relation to the Matter.

The retainer paid by the Client will be applied against all costs. The Firm's 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. Clients agrees that the Firm will have a lien on any retainer in order to secure payment of its costs. The initial retainer for costs is **\$10,000** which shall be deposited in the Firm's attorney-clients trust account.

5. Fees and Billing.
The Firm will only be compensated for legal services rendered if a recovery is obtained for Client. The Client will be obligated to pay for all costs, disbursements and expenses, if any, as described in this agreement.

The fee to be paid to The Firm will be a percentage of the "gross recovery," depending on the stage at which the settlement or judgment is reached. The term "gross recovery" means the total of all amounts received by settlement, arbitration award or judgment, including any award of attorneys' fees.

Attorney's fee shall be calculated as follows:

- (i) If the matter is resolved before filing a lawsuit or formal initiation of proceedings, then The Firm's fee will be thirty-five percent (35.0%) of the gross recovery;
- (ii) If the matter is resolved after the filing of a lawsuit or formal initiation of proceedings (i.e., arbitration), then the Firm's fee will be forty percent (40%) of the gross recovery; and
- (iii) If the matter is resolved within thirty days of trial, or at trial, then the Firm's fee will be forty-five percent (45%) of the global recovery.

In the event of the Firm's discharge or withdrawal as provided in this agreement, Client agrees that, upon payment of the settlement, arbitration award or judgment in Client's favor in this matter, the Firm shall be entitled to be paid by Client a reasonable fee for the legal services provided. Such fee shall be determined by considering the following factors:

- (1) The actual number of hours expended by The Firm in performing legal services for Client;
- (2) The Firm's currently hourly rate for attorneys is between \$375 and \$650 per hour;
- (3) The extent to which The Firm's services have contributed to the result obtained;
- (4) The amount of the fee in proportion to the value of the services performed;
- (5) The amount of recovery obtained;
- (6) Time limitations imposed on The Firm by Client or by the circumstances; and
- (7) The experience, reputation and ability of personnel performing the services.

The rates set forth above are not set by law but are negotiable between The Firm and client.

- 6. Terms of Bills. I will send statements to you via e-mail, indicating costs and fees incurred in relation to your matter.
- 7. Costs. I 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 me 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. The Firm shall provide an accounting of costs at Client's request and upon final judgement or settlement of the Matter.

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.

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. We will endeavor to estimate fees and costs if you so request and keep you apprised if we anticipate any significant changes to such estimated fees during the course of the engagement, but we may not always be able to predict the timing or magnitude of such changes.

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. You agree that upon demand, you will forward the demanded fees and costs within 14 days.

Nevertheless, you acknowledge 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.

8. Awards of Attorney Fees. If an award of fees and/or costs is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover and does not

determine what fees and/or costs the Firm is entitled to charge Client or that only the fees and/or costs which were allowed were reasonable.

Additionally, Client understands that if Client's case proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the responsibility of Client.

9. Applicability of this Agreement to Additional Legal Matters. Should we, at your request, perform legal services on additional legal matters for you, the terms and conditions set forth herein will apply to all of such other matters, unless otherwise agreed in writing. We reserve the right to require a separate advance payment of fees and costs (retainer) on each new matter that you request us to handle. A separate engagement letter will be provided if we are requested by you to perform other types of services.
10. Retention of Files. The firm often times receives documents related to matters via electronic means. Upon conclusion of our services described in paragraph 1 of this agreement or termination of our engagement, we will, upon your written request via United States Postal delivery or other deliver (but not electronic mail) request, deliver to you the files for this matter, together with any of your property in our possession relating to this matter at your sole cost for delivery and photocopying. Unless requested otherwise in your request for your files, documents and things, we will provide you a digital copy on a CD-Rom or thumb drive of all documents. You agree that we may keep copies of any such files if we choose and, further, that we are under no obligation to deliver the original or copies of your files to more than one signatory of this agreement. You also agree that our own internal files (including, but not limited to, retention and conflict waiver documentation, firm administrative records, time and expense reports, personnel and staffing materials, accounting records and related documents) and attorney work product (including, without limitation, drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to this matter are our property and will not be delivered to you at the conclusion or upon termination of our engagement. If you do not request your files and property, we will retain, at our discretion, digital and non-digital files or a combination thereof for a period of no less than six months after the conclusion of such services or termination of engagement, though duplicative copies of data, documents and other materials may be discarded when the matter is ended. If you do not request the files and property for this matter prior to the end of such six month period, we will have no further obligation to retain them and may, in our sole discretion, destroy or discard them, without further notice to you. Notwithstanding the foregoing, the Firm may retain digital or other electronic files generated in connection with your matter for only a very limited period.
11. Termination of Services. It is understood that you may discharge us at any time by written notice, delivered via United States Postal Service to the address above, and becomes

effective when received by us. Unless specifically agreed, we will provide no further services and advance no further costs on your behalf after receipt of such written notice other than the cost of copying and delivery of your file if requested in accordance with section 8 above. It is further understood that we may withdraw as your counsel at any time as permitted under the Rules of Professional Conduct of the State Bar of California. By way of example only and without limitation, the Firm may withdraw from representing you if, among other things, you fail to honor the terms of this engagement letter, you fail to make timely payment of any billing statement, you fail to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that arises that, in the Firm's view, renders its continuing representation unlawful or unethical. If, at the time we elect to withdraw, we are attorneys of record in any proceeding, you agree to execute and return a Substitution of Attorney form immediately upon receipt from us. If we are not discharged and do not withdraw, our professional relationship and our agreement with you will conclude at the time we have completed the legal services we have been asked to undertake as provided for in this agreement; notwithstanding the foregoing, in the event there has been no billed work performed by the Firm on your behalf for a period of six consecutive months, you and we agree that our attorney-client relationship may be deemed to have terminated. The termination of our services, whether by you or by us, shall not relieve you of the obligation to pay us for services rendered and costs advanced prior to termination. When our services conclude, such charges become immediately due and payable.

12. Arbitration of Disputes. We appreciate the opportunity to serve you and anticipate a productive and harmonious relationship. If you should feel for any reason that there is a problem with the services we have performed or with our charges, we encourage you to bring it to our attention immediately. If we perceive a problem with this engagement, we likewise will endeavor to discuss it with you. Most problems should be rectified by communication and discussion.

However, a dispute might arise between us that cannot be resolved in this manner. Should this occur, it is agreed that any and all such disputes, claims or controversies arising out of or relating to this agreement, or to our performance of legal services hereunder, including but not limited to those relating to our fees or the quality or appropriateness of our services, shall be resolved at the request of any party hereto by final and binding arbitration before either the Judicial Arbitration and Mediation Service ("JAMS") or, alternatively, ADR Services, Inc. ("ADR"). The arbitration will be conducted at a location determined by the arbitrator in Los Angeles, California, and shall be administered by and in accordance with either the then existing JAMS Streamlined Arbitration Rules and Procedures or, alternatively, ADR's Arbitration Rules (a copy of such rules will be furnished to you upon request). In administering and conducting the entire proceeding, as well as in rendering the award, the arbitrator shall determine the rights, obligations and defenses of the parties according to the substantive and procedural laws

of California, which shall be deemed to include, without limitation, application of any statute of limitations defense relating to "actions" between parties. Neither you nor we, however, will be precluded from obtaining provisional relief, including but not limited to attachment, in any court of competent jurisdiction. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, AMONG OTHER THINGS, YOU ARE GIVING UP (i) THE RIGHT TO A JURY TRIAL, (ii) THE TYPE OF BROAD DISCOVERY CUSTOMARILY ALLOWED TO PARTIES IN CIVIL COURT PROCEEDINGS AND (iii) VIRTUALLY ANY RIGHT TO APPEAL THE AWARD OF THE ARBITRATOR. Judgment on any arbitration award may be entered by any court of competent jurisdiction.

Notwithstanding this **overall** agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 *et seq.* If a fee dispute arises, we will provide you with information about the State Bar program. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, then instead of the right to trial mentioned in the statute, you acknowledge and agree that the fee dispute will be resolved **exclusively** by private arbitration, as set forth above. **Both you and we further understand and waive** to the fullest legal extent any applicability of the holding in *Alternative Systems, Inc. v. Carey*, 67 Cal. App. 4th 1034 (1998), to the effect that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If the holding in *Alternative Systems* is applied by a court of competent jurisdiction, or by an arbitrator of competent jurisdiction, to any fee dispute under this agreement, you and we agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

13. Attorneys' Fees. In the event that a dispute of any nature whatsoever arises between us, the prevailing party in any resulting litigation, arbitration or other legal action (including, without limitation, any action or proceeding of any kind to enforce the terms of this agreement or to obtain damages for breach thereof), shall be entitled to attorneys' fees and all costs and expenses of any sort, including, without limitation, all expert fees and costs.
14. Conflict Waiver. The occasion might arise for the Firm to consult regarding our engagement for you with our own internal counsel — either our General Counsel or other Firm lawyers working with our General Counsel who do not perform work for you on this matter — or with our own outside counsel (at our expense, of course). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultation or resulting communications, particularly if a dispute were to arise between us and you regarding our representation of you. A condition of the engagement set out in this letter is that, in such circumstances, you hereby consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent you or from acting in our own behalf, even if

doing so might be deemed adverse to your interests. You further acknowledge and agree that such communications are protected from disclosure to you by the Firm's own attorney-client privilege and/or the work product doctrine.

15. Consent to Electronic Communications. In order to maximize efficiency, we intend to use electronic communications devices (e.g. e-mail, document transfer by computer, cellular telephones, and facsimile transfers) which may transfer information without encryption. The use of such devices may place your confidences and privileges at risk. However, we believe the effectiveness and efficiency in the use of these devices outweighs the risk of possible disclosure. By signing this letter, you acknowledge your consent to the use of these devices in this manner.
16. Severability. If any provision of this agreement is held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.
17. 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.
18. Integrated Agreement. This engagement agreement constitutes the entire understanding and contract between you 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.
19. Services In Conjunction With Legal Proceedings. In the event that the Firm is called to produce documents by subpoena or otherwise, or in the event the Firm is required to protect the confidentiality of your communications, or in the event any attorney or employee of the Firm is required to testify as a witness (including deposition testimony), in any proceeding to which you are a party or by virtue of the Firm's representation of you under this agreement, all attorney and paralegal time, including any attorney time for an attorney of the Firm to act as counsel for any such attorney or employee, and costs incurred, will be deemed to be part of the legal services performed and costs incurred under this engagement, and we will bill you for such professional services and costs advanced at our then-current rates in accordance with this agreement. You agree to pay such fees and costs regardless of whether the Firm is still representing you.
20. Conflicts of Interest. To assist in avoiding representation of parties with conflicts of interest, we maintain a computerized conflict of interest index. The Firm will not represent a party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether a conflict of interest would actually be created. To allow us to conduct such a check for conflicts, you represent

that you have identified for us all persons and entities that are or may foreseeably become involved in the matter(s) covered by this agreement, including all persons and entities that are affiliated with you and the other involved and potentially involved parties. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in any such matter.

21. ATTORNEY LIEN. Your initials immediately below this paragraph signifies your agreement and indicates you grant the Firm a lien for all unpaid attorney fees and costs advanced on all claims and causes of action that are the subject of our representation of you under this agreement and on all proceeds of any recovery obtained, whether by settlement, award, order, or judgment. By signing this agreement, you admit you are aware, and acknowledge, that this lien may significantly impair your interest because the Firm may be able to delay payment of any recovery or settlement funds to you until any disputes with us about unpaid attorney fees and costs advanced have been resolved. You acknowledge that you have been advised to seek independent legal advice about granting the Firm this lien and you have had a reasonable opportunity to do so. By signing this fee agreement and returning it to us, you represent that you have either obtained legal advice about this lien or have decided that it was unnecessary to do so.

Initials _____

22. PERMISSION TO SEEK INDEPENDENT COUNSEL. The Firm wants to stress that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below. We strongly urge you to do so if you have any questions concerning your individual interest. Should you have any questions concerning this letter or the consent, please discuss them with us or seek the advice of independent counsel, before signing and returning the duplicate original of this letter.

(Signature Page to Follow)

23. RECEIPT OF PROCEEDS. All proceeds of Client's case shall be deposited into the Firm's trust account for disbursement in accordance with the provisions of this Agreement.

We are pleased to be retained as your legal counsel, and we look forward to providing our services to you on a basis that is mutually satisfactory. Your signature on a copy of this letter signifies your agreement regarding the matters set forth in this letter.

The undersigned understands and agrees 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

By: Amazing Grace Movie, LLC
Alan Elliott