



Stanton "Larry" Stein, Esq.
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July 21, 2023

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Personal & Confidential

Via Email:

Sandy Boys, LLC
c/o
TLGJS, LLC
Herbert Battle
Javier Sang
Stanley Gabart
Daniel Alvarez
David Fernandez

Re: Russ, August & Kabat Engagement Agreement

Dear All:

On behalf of myself and my firm, thank you for requesting that we act as counsel for Sandy Boys, LLC ("you," "your" or "Client"). The purpose of this engagement agreement ("Agreement") is to confirm and document the terms of your engagement of Russ, August & Kabat ("we" or "Firm") as counsel regarding the subject matter set forth below and all other matters for which we may perform services for you, your business and/or your interests. This Agreement will not take effect, and the Firm will have no obligation to provide legal services, unless and until you return a signed copy of this Agreement and pay the retainer set forth in Paragraph 5.

1. Services To Be Provided By The Firm

Subject to the terms of this Agreement, the Firm will represent Client in its dispute with Dominic Fike over his breaches of his management agreement (the "Matter"), as follows: The Firm will provide those legal services reasonably required to represent you in the Matter. If a litigation is commenced, the Firm will represent you through trial and post-trial motions. This Agreement does not cover representation on appeal, in execution proceedings after judgment, or in bankruptcy matters.

This Agreement supercedes and replaces a non-litigation engagement agreement dated May 6, 2021 between the Firm and Stanley Gabbart and Javier Sang in connection with their dispute with Mr. Fike. From the date of this Agreement forward, the Firm's client shall be Sandy Boys, LLC. By signing the acknowledgement at the end of this Agreement, each of the members of Sandy Boys, LLC consents to its engagement of the Firm for the Matter.

We understand that you are still preparing the Sandy Boys, LLC Operating Agreement and agree that an operating agreement will be finalized. We further understand that it is your intention that the entity will be owned 60% by TLGJS, LLC, 20% by Daniel Alvarez, and 20% by David Fernandez. TLGJS, LLC is, in turn, owned by Herbert Battle (41 $\frac{2}{3}$ %), Javier Sang



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(29½%), and Stanley Gabart (29½%). By signing this Agreement, TLGJS, LLC and each of Battle, Sang, Gabart, Alvarez, and Fernandez agree to the Firm's representation of Sandy Boys, LLC in the Matter. Unless and until the proposed operating agreement calls for anything different, the individuals agree that the Firm shall take direction from TLGJS, LLC. If the members of TLGJS, LLC cannot agree on a course of action, Battle, Sang and Gabart shall vote, and the majority decision shall govern.

The Firm represents only those who are signatories to this Agreement. If services are to be provided to any other person or entity, a separate engagement letter will be required as to each of them.

Services in any matter not described or excluded herein will require a separate written agreement; however, if we provide services in such regard prior to or in the absence of a separate written agreement, this Agreement will apply to such services, and any other provided to you in other matters.

2. Client's Obligations

You agree to be truthful, cooperative, abide by this Agreement, not withhold information, and timely pay the Firm's bills. You further agree to assist us in providing requested information and documents, and to appear when requested at meetings and legal proceedings. We shall need to communicate and meet with you as we may request in order effectively to represent your interests; accordingly, you shall communicate and meet with us as we may request.

You shall keep us advised of your mailing address, telephone number where we may directly reach you and email address. All written communications and notices to you shall be sent to the address set forth above, or to such other address(es) as you may subsequently direct in writing. Telephonic, facsimile and electronic mail communications shall be to you at the numbers and addresses you direct, and shall constitute actual notice to you of the subject matter of the communication.

3. Disclaimer of Guarantee and Certain Services

We cannot and do not make any representation or assurance of any nature as to the success or outcome of our work or any matter or the amount of our billings. Without limiting the foregoing, please understand that contested and otherwise adverse matters, including without limitation, litigation and arbitration matters, are inherently uncertain as to result, length, and cost.

We are not engaged to provide you with any tax advice. Any documents relating to our engagement, including whether or not prepared by us, may have specific tax ramifications. To be sure that you understand and are certain of all the potential tax consequences, you should consult with tax advisors regarding these matters.

We are not engaged to investigate the existence or scope of any policy of insurance that might provide for coverage, a duty to defend, subrogation rights and/or any other benefit to you.



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If you would like us to explore possible coverage or provide insurance coverage advice, please immediately provide us with insurance policies and documents you may have concerning coverage, and discuss the matter with us. Please note that most insurance policies have “notice” requirements that may require immediate notice of a claim or potential claim. It is your obligation to tender all claims under the policy(ies).

4. Fees, Costs, and Billing

We bill for our services, including fees, costs, and administrative expenses, on a monthly basis. Our statements are sent on or about the tenth of each month and payment in full is due upon receipt. Our statements will be sent to you at the above address. We charge fees for our time based upon current hourly rates of \$65.00 to \$265.00 for paralegals, legal assistants/secretaries and other personnel and \$550.00 to \$1275.00 for lawyers. Presently, my hourly rate for this matter is \$1,150.00, my partner Ashley Yeargan’s hourly rate is \$800.00, and my associate Erica Kim’s hourly rate is \$550.00.

Our fees are computed for all time spent working for you, including without limitation time spent on telephone calls, meetings, negotiations, emails, letters, other papers and documents, travel time, research and analysis as to status and strategy and internal and external conferences. Our fees are computed on a to-and-from basis for appearances and meetings outside of our offices.

We periodically review and may change our billing rates and cost charges; if so, we will provide you with notice of any changes, and the changes will be in effect on the next statement. The applicable billing rates and cost charges shall be those in effect when the work and costs were performed and incurred.

Our statements include and we are to be reimbursed for all internal and external costs and administrative expenses regarding our work for you. We are not obligated to incur or advance any item or amount of costs for you, but we may do so in our sole and absolute discretion. Such costs and administrative expenses include without limitation facsimile charges, telephone charges, copying and printing charges, travel expenses, computer and on-line service charges (e.g., legal research service charges, information service charges, document service charges, etc.) and third party vendors. The same applies as to experts, all costs of which shall be your responsibility.

As stated above, our statements are sent on or about the tenth day of each month and payment in full is due upon receipt as herein set forth. Unpaid statements shall bear interest at the rate of ten percent per annum commencing thirty days from the date of each statement. Please review each statement carefully upon receipt. If you then have any questions or concerns about anything in a statement, please contact us right away and we shall be pleased to address your questions and concerns. An important purpose of your statement review responsibility is for you to relay to us any questions and concerns you may have about the form, substance, work, fees, costs, personnel or anything else regarding our services or statements in order for you and us



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promptly to identify and resolve any such questions and concerns so that we may continue to work for you and maintain our relationship without misunderstanding; accordingly, unless you so question or object to anything in a statement, in writing received by us within thirty days of the date of the statement, you shall be deemed to have reviewed and accepted everything in the statement as correct and due.

5. Retainer

Upon execution of this Agreement, Client shall sign a letter of direction to Sony for the benefit of the Firm in the amount of \$178,646.50, which constitutes (1) a \$150,000 deposit of attorneys' fees toward the AAA litigation with Fike, and (2) \$28,646.50 as payment of prior fees incurred by the Firm in connection with preliminary work on the matter for Mr. Gabbart and Mr. Sang.

Upon execution of this Agreement, Client shall pay the Firm \$7700, which shall be used by the Firm for the "Initial Filing Fee" under the AAA Standard Commercial Arbitration Fee Schedule. Upon notice by the Firm that the AAA has set an initial hearing in the Matter, Client shall pay the Firm \$8475, which shall be used by the Firm to pay the AAA's "Final Fee" per the AAA Standard Commercial Arbitration Fee Schedule.

In litigation matters, we may in our sole and absolute discretion subsequently require an additional retainer in the months prior to trial relative to the fees and costs of preparing for and conducting trial and post-trial proceedings. Please understand that retainers are not a commitment or an estimate of the actual amounts of fees and costs. If you do not provide any required retainer, we shall have the right to cease working for you and to withdraw from your representation. Retainers are deemed earned upon receipt, do not bear interest, and shall apply as a credit against your account. If your matter is resolved with all services and costs ended without use of all retainers you have provided, we shall refund any balance remaining.

6. Records

It is important that all of your electronic and hard copy records related to the subject matter of our representation be maintained, preserved, and protected by you, and that they not be altered, deleted or discarded in any manner. You also have a duty to stop implementing any policies or practices that involve destruction, deletion, and/or overwriting of, documents, records, data, and/or other evidence (including email messages and other documents, records, and data that are electronically stored) that have, or might be claimed by any party to have, any relevance whatsoever to the facts, circumstances, events, and/or issues involved in this matter, or that might be claimed by any party to have the potential to lead to the discovery of any relevant evidence concerning this matter.

The Firm, (i) only maintains hard copy time record paperwork underlying and regarding our monthly statements, to the extent they may originally exist, for a short period of time, after which they are discarded, and (ii) does not maintain hard copy paperwork client and matter files



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as a general matter, instead scanning, and then discarding, originals onto our computer system, except for executed original records which are maintained separately. Accordingly, our electronic computer system records (and hard copy print-outs thereof) shall be deemed original, complete, accurate and conclusive original business records of our work and billings and of all client and matter files. At the conclusion of our representation, if you wish, we will be pleased to provide you with a duplicate electronic copy of your client and matter file and any executed original records. If we send a notice to you offering the foregoing to you and which warning that if you do not respond the foregoing shall be destroyed, your failure to respond shall be deemed to be your consent that the foregoing may be destroyed.

7. Termination of Services

We shall have the right to cease working for you and to withdraw from your representation at any time should you not comply with the terms of this Agreement, or should you refuse to cooperate or follow the Firm's advice on a particular matter. Our inability to communicate and meet with you as we may request shall constitute an adequate and appropriate basis for us to cease working for you and to withdraw from your representation. We also shall have the right to cease working for you and to withdraw from your representation at any time should we, in our sole and absolute discretion, determine that our working relationship has become compromised or unacceptable.

You have the right to terminate our representation at any time. If you exercise such right, you shall remain liable for all of our outstanding statements and for all work and amounts not yet billed up to the date when our work and representation actually ends. Amounts may be billed subsequent to such date if they arose prior to such date.

8. Mandatory Alternative Dispute Resolution

In the event of any claim or dispute in any way regarding or arising out of our engagement, this Agreement, our statements and/or our work, of any nature including without limitation for professional negligence/malpractice, and whether or not asserted as an offset to our fees and/or costs, and whether or not brought by either you or the Firm (collectively "Claim"), you may have a right to an initial non-binding arbitration of such Claim pursuant to applicable law. If you have a right to such non-binding arbitration, and if you elect to exercise such right, you and the Firm shall engage in a non-binding arbitration. Notwithstanding the foregoing, you and the Firm agree to engage in a binding arbitration of a Claim if, (i) you do not have a right to non-binding arbitration, (ii) you have a right to non-binding arbitration and agree to waive it, or (iii) you have a right to non-binding arbitration, exercise such right, and you and the Firm do not fully resolve a Claim via non-binding arbitration.

With respect to any such binding arbitration, any Claim shall only be raised and decided by mandatory, final and binding arbitration in Los Angeles, California, before a single retired California judge or justice as the arbitrator, pursuant to the then applicable comprehensive rules of JAMS, Inc., with only the arbitrator to decide all issues regarding arbitrability and the



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existence, scope and enforceability of this mandatory, final and binding arbitration agreement. Statutes of limitations and affirmative defenses that would be applicable in a court proceeding shall be applicable to such an arbitration proceeding, and the arbitrator may only decide and rule as would a court in compliance with, not beyond the scope of, applicable law. The prevailing party in a binding arbitration that is held in accordance with this paragraph shall be entitled to an award of attorney's fees and costs, including without limitation costs of the arbitration and arbitrator and attorney's fees and costs for time spent by lawyers and personnel of the Firm measured at our then-usual billing rates for clients represented on an hourly billing basis. This Agreement, our engagement and services, and the arbitration shall all be governed by California law. Sole jurisdiction and venue shall be in the Los Angeles Superior Court, subject to this mandatory, final and binding arbitration agreement, to enforce this binding arbitration agreement and to enforce attendant awards. **This mandatory, final and binding arbitration agreement is instead of traditional court proceedings and procedure including, without limitation, a right to a jury trial, court trial or appeal, and all such and other differing court proceedings and procedure including without limitation to a jury trial, court trial and appeal, are accordingly waived.**

9. Security Interest / Attorney's Lien

You warrant that you are the sole owner of all claims or causes of action that are the subject of any representation under this Agreement. As security for any sums owing to the Firm at the conclusion of services performed, you grant to the Firm a security interest in and lien upon: (a) any and all funds advanced to us by you including funds held in the Firm's trust account; and (b) any and all funds and other consideration and things of value, whether delivered to us or received by you, in the course of our representation for your benefit, and/or real or personal property including any funds recovered by, or transmitted to, us on your behalf. The effect of this lien is that the Firm will be able to compel payment of fees and costs from any such consideration recovered on behalf of you, or held on your behalf, or received by you, even if the Firm has been discharged before the end of the case. In the event of a dispute over the amount owed to the Firm, the Firm will withhold any funds that have been advanced to the Firm, including funds held in the Firm's trust account, until resolution of the dispute, and full payment of all sums due and owing to the Firm. You authorize the Firm to endorse and deposit in the Firm's trust account all checks or monetary instruments received on behalf of you. Because a lien may affect your property rights, you may seek the advice of an independent lawyer of your choice before agreeing to such a lien.

By signing this Agreement, you represent that you have had a reasonable opportunity to consult such an independent lawyer, as to such lien and otherwise regarding entering into this Agreement.

10. Payment From Third Parties

We understand that at times the Firm's statements may be paid by a person or entity other than you. Although you will at all times remain responsible for paying all of our statements, you



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hereby consent to our Firm's acceptance of any such payments from persons and entities other than you. The fact that a person or entity has made a payment to our Firm will not give rise to an attorney-client or other relationship between our Firm and any such person or entity, and no such payment will interfere with the Firm's relationship with you or with the independence of the Firm's professional judgment. Any third party that makes a payment to our Firm on your behalf will not have any right to information regarding the representation and we will not disclose any confidential or privileged information to such person or entity, unless you give written permission.

11. Entire Agreement

This Agreement constitutes the entire agreement between you and us, supersedes all prior discussions, understandings and agreements of any nature whatsoever between you and us and may only be amended in writing. Neither you nor the Firm is entering into this Agreement in reliance upon anything not set forth in writing in this Agreement. We encourage you to seek independent advice from counsel of your own choice regarding this engagement agreement and its terms.

12. Severability

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

13. Execution

To engage us and to confirm all of the above, including that you have read this engagement agreement and understand and agree to all of its terms and have received a copy, please sign and return this Agreement to us.

This Agreement may be executed with separate counterparts and by fax, electronic and/or scanned PDF signature or other copy, each of which when so executed shall together constitute and be one and the same instrument and have the same force and effect as a signed, wet-ink original.

Please call me should you have any questions. In closing, thank you again for the compliment of selecting and engaging us as your counsel. We look forward to working together.

Sincerely,

Russ, August & Kabat

A handwritten signature in blue ink, appearing to read "Stanton Stein".

Stanton "Larry" Stein



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Acknowledged and agreed by:

SANDY BOYS, LLC
By: TLGJS LLC, its Manager

DocuSigned by:
By: Herbert Battle
5B0704BF77A242D...

Print: _____, authorized representative of TLGJS, LLC

Acknowledged and agreed by the Members of Sandy Boys, LLC:

TLGJS LLC

DocuSigned by:
By: Herbert Battle
5B0704BF77A242D...
Herbert Battle, authorized representative

DocuSigned by:
By: [Signature]
6CEA229C6F1B453...
Javier Sang, authorized representative

DocuSigned by:
By: [Signature]
34C1F77311074EB...
Stanley Gabbart, authorized representative

Daniel Alvarez, individually

DocuSigned by:
By: Daniel a
85969644C8F3414...
Daniel Alvarez

David Fernandez, individually

DocuSigned by:
By: David a
85969644C8F3414...
David Fernandez