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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

GREGORY ALAN FOSTER, an individual,

Plaintiff,

v.

LONZO ANDERSON BALL, an individual,
LAMECK LUKANGA, an individual, LIFE
LINE FINANCIAL GROUP, LLC, a
Colorado limited liability company, and
DOES 1 through 20, inclusive;

Defendants.

CASE NO.: **23STCV21836**

[UNLIMITED JURISDICTION]

COMPLAINT FOR:

- 1. MALICIOUS PROSECUTION**
- 2. BREACH OF FIDUCIARY DUTY**
- 3. INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS**
- 4. UNJUST ENRICHMENT**

DEMAND FOR JURY TRIAL

Plaintiff GREGORY ALAN FOSTER ("Plaintiff" or "Alan"), by and through his attorney,
alleges as follows:

INTRODUCTION

1. On or about April 2, 2019, Lonzo filed a complaint in the Superior Court for the
County of Los Angeles (Case No. 19STCV11404) against Alan for fraud, breach of fiduciary duty,
conversion, and accounting. In that complaint, Lonzo alleged he was the "manager of BBB", who
"continues to hold a 51 % ownership interest in BBB" and "exercise[ed] his power as the holder of a
majority ownership interest in [BBB] to bring claims alleged in the complaint.

1 2. On or about September 9, 2021, Lonzo sat for a deposition in that matter and gave
2 sworn testimony regarding his alleged ownership and involvement in BBB. In that deposition, Lonzo
3 admitted he has no ownership interest and was never a member or manager of BBB. Lonzo further
4 admitted, contrary to his allegations, Alan did not have access to Lonzo's finances, and did not
5 provide him with financial advice.

6 3. Lonzo later quietly dismissed his Complaint, except as to claims for conversion and
7 accounting, because his deposition testimony revealed his other alleged claims were completely
8 falsified. Lonzo knew at the time he filed the 2019 complaint that his claims of ownership in BBB
9 were completely false, as were his allegations that Alan breached a fiduciary duty owed to him, that
10 Alan was one of his financial advisers, that Alan directed Lonzo to take on high-interest loans, and
11 that Alan took undisclosed referral fees from those same high-interest loans.

12 4. Lonzo, without having an ownership interest in Big Baller Brand, LLC (BBB) or
13 being a member of BBB, as he himself admitted in his September 2021 deposition, attempted to
14 access and close BBB's Wells Fargo bank account in Milwaukee using a forged signature. This was
15 done with assistance from his financial advisor Humble, an owner of LLFG, and knowing his
16 signature on the document that was presented to the Wells Fargo bank in Milwaukee was forged.

17 5. Lonzo concealed the fact that his signature was forged from Wells Fargo to close the
18 account. Neither Lonzo nor Humble had any right to access or close the Wells Fargo account, as
19 Lonzo admitted he had no BBB ownership. Yet they proceeded to misrepresent themselves to the
20 bank to improperly freeze the account. Their actions were done with full knowledge that Lonzo had
21 no true authorization or documentation over BBB bank account to close it.

22 6. Lonzo admitted in deposition that Alan never had access to his personal affairs, was
23 never his financial advisor, and did not have access to his personal bank accounts and finances.
24 Lonzo, despite being aware of the fact that he is not a member of and did not have any ownership
25 interest in BBB misrepresented his position and uttered the following false and defamatory
26 statements concerning Alan in his interview with ESPN in March 2019: "[Alan] used his access to
27 my (Lonzo's) business and personal finances to enrich himself. As a result, I have decided to sever
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1 all ties with Alan, effective immediately” and that Alan misappropriated the funds and conducted
2 fraud with BBB and filed a lawsuit against Alan for Fraud and Conversion that he later withdrawn.
3 Lonzo’s defamatory statement was then picked up by numerous news outlets who republished the
4 story. Millions of individuals read the ESPN report, read the defamatory statement and/or watched
5 television reports about the defamatory statement and believed it to be true.

6 7. Lonzo was not authorized to access BBB banking accounts, yet he did so anyways to
7 transfer money to himself and to the detriment of the company and its members.

8 8. Humble, an owner of LLFG, showed and gave Lonzo access to BBB accounts and
9 financial statements. Humble advised Lonzo to go to the bank with documents which both Lonzo
10 and Humble knew were fraudulent, and thereby conspired with Lonzo to commit fraud, abused his
11 trust, and breached his fiduciary duty as a licensed Certified Financial Planner. Humble further
12 instructed Lonzo to contact ESPN to fabricate a story as retaliation for being fired by Alan for not
13 doing his job as Lonzo's certified financial planner and providing poor accounting services to BBB.
14 These false allegations were furthered by Humble in interviews with New York Times and
15 Washington Post to build his image and enrich himself in light of his fraudulent scheme with Lonzo
16 and accused Alan of stealing \$1.5mil in cash from BBB and Lonzo's personal accounts without
17 conducting any audit and accounting.

18 9. Lonzo’s fraudulent conduct and allegations, aided by Humble and LLFG, have
19 severely damaged Alan’s business relationships, his reputation in general, and have caused him to
20 suffer substantial financial, physical and emotional damages.

21 **PARTIES**

22 10. Plaintiff GREGORY ALAN FOSTER (“Alan”) is, and at all relevant times has been,
23 an adult residing in the County of Los Angeles, State of California, and conducts business in the
24 County of Los Angeles, State of California.

25 11. Defendant LONZO ANDERSON BALL (“Lonzo”) is, and at all relevant times has
26 been, an adult individual, residing in the County of Los Angeles, State of California.

12. Defendant LAMECK LUKANGA (“Humble”) is, and at all relevant times has been, a resident of the County of Los Angeles, State of California. Humble acted as financial advisor to Lonzo and BBB through his business, Defendant LIFE LINE FINANCIAL GROUP, INC.

13. Defendant LIFE LINE FINANCIAL GROUP, LLC (“LLFG”) is a Colorado limited liability company with its principal place of business located in 8447 WILSHIRE BLVD, SUITE 200 BEVERLY HILLS, CA 90211.

14. Plaintiff is ignorant of the true names and capacities of defendants DOES 1 through 20, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and, based thereon, alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct.

15. At all times herein mentioned, each of the defendants, including DOES 1 through 20, inclusive, was an agent, servant, employee and/or joint venturer of each of the remaining defendants, and in doing the acts hereinafter alleged was acting within the course and scope of said agency, service, employment and/or joint venture. Because of the agency, service, employment, and/or joint venture relationship between defendants, each defendant had actual and/or constructive knowledge of the acts of each of the other defendants. Each defendant ratified, approved, joined in, acquiesced and/or authorized the wrongful acts of co-defendants, and each of them, as set forth below, and/or retained benefits of said wrongful acts.

GENERAL ALLEGATIONS

A. Alan's Ownership interest in BBB.

16. On or about April 12, 2016, Alan entered into “Proposed Terms-Ball Sports Group, Inc.” that granted Alan 33% ownership interest in all Ball Family Companies including but not limited to the Big Baller Brand, LLC (“BBB”).

17. On or about May 12, 2016, Alan opened BBB's business checking account at Wells Fargo Bank.

1 **B. Admission by Lonzo of No Ownership Rights or Interest In BBB or BBB Wells Fargo**
2 **Business Checking Account.**

3 18. Lonzo has admitted that he was never an owner of BBB, and did not have any
4 ownership rights or interests in BBB; and more specifically that Lonzo was never 51% owner in
5 BBB.

6 19. Lonzo admitted in deposition testimony that “[He] never was told [he] was an
7 owner. [He] never knew [he] was an owner. And [he] never signed to be an owner. [He] never
8 signed to be an owner of it.”

9 20. Lonzo’s name was never put on the BBB Wells Fargo business checking account and
10 he never had the ability to access the account for any purpose, including but not limited to
11 withdrawal of funds, freezing and closing account.

12 **C. Lonzo’s False Accusation of Fraud, Breach of Fiduciary Duty, Conversion, and**
13 **Accounting**

14 21. On or about April 2, 2019, Lonzo filed a Complaint against Alan for claims of Fraud,
15 Breach of Fiduciary Duty, Conversion, and Accounting, in which he described himself as the
16 “manager of BBB”, who “continues to hold a 51 % ownership interest in BBB” and “exercise[ed]
17 his power as the holder of a majority ownership interest in [BBB] to bring claims.”

18 22. In his deposition conducted on September 9, 2021, Lonzo admitted that he did not
19 enter into any agreement to become an owner of BBB, did not believe himself to be an owner of
20 BBB, and disclaimed any ownership interest and rights in BBB. He admitted that he was never
21 vested with any ownership rights over BBB, and therefore that he filed knowingly false and
22 meritless claims against Alan, all in exercise of his non-existent ownership interest in BBB.

23 23. Approximately two weeks later, presumably based on the above revelations at his
24 deposition, Lonzo quietly dismissed his Complaint as to claims for .

25 24. Lonzo has been trying to falsely accuse Alan of false and frivolous claims and finding
26 opportunities to do so since 2019, and again in 2021.

1 25. Lonzo, again after two years, on or about October 12, 2021, filed a Complaint against
2 Alan for the claim of Breach of Fiduciary Duty alleging that Alan received undisclosed referral fees
3 paid from the exorbitant financing fees.

4 26. Lonzo brought the claim against Alan, allegedly for charging exorbitant financing
5 fees, despite admitting in September 2021 that Alan was not his financial advisor; rather, Lonzo
6 testified that Humble was his financial advisor.

7 27. Lonzo went far enough in making admission to the fact that he did not ever discuss on
8 topics and anything related to his finances with Alan or, and nor did Alan ever expressed to Lonzo
9 any financial investments or opportunities, as admitted by Lonzo himself.

10 **D. Lonzo Admitted to Attempted Bank Fraud at the Direction of Humble and LLFG.**

11 28. Lonzo, having no ownership interest and right over BBB or any of its bank account
12 including but not limited to Wells Fargo account of BBB, during his deposition conducted on
13 September 9, 2021, in the Superior Court of the State of California, For the County of Los Angeles,
14 Case No. 19STCV11404, admitted that he went to Wells Fargo to close the BBB bank account with
15 the knowledge and belief that he is and never was the original nor 51% owner, admitting that “ I was
16 never part of it [BBB], like it said, my signature was forged”, found out for the first time that the
17 signature was forged when he was in Milwaukee and seen the document with his sign on it, was not
18 an owner of BBB and had no legal authority based on ownership to close the aforementioned bank.
19 Lonzo admitted that he accessed the BBB bank account at Well Fargo in Milwaukee and with the
20 help of his forged signature on a sheet of paper, that set forth Lonzo ownership in BBB yet Lonzo,
21 himself, did not believe he was really an owner in BBB and he did not believe that it was his
22 signature on the paper giving him authority to close the BBB bank account. He admitted to keeping
23 that information from the banking people so he would still have the ability to close the account.

24 29. Moreover, Lonzo did that with the assistance of Humble, the owner of LLFG,
25 wherein Lonzo admitted that it was Humble who sent a paper to Lonzo with forged signature, and
26 Lonzo was well aware of the fact that it was not his signature as when Lonzo said “Yeah. I told him
27 that wasn’t my signature”, and further said “Yes. Definitely was not my signature”.

1 30. Lonzo admitted that it was Humble who advised him to present what Lonzo believed
2 to be an inaccurate document to the Wells Fargo bank teller. The admission is quoted below:

3
4 Q. And did Humble advise you that that was the way to do
5 it?

6 A. He just said that based on this paper, I can close the
7 accounts and I should close the accounts because we don't
8 know where the money is going. So I went to the bank and I
9 closed the accounts.

10
11 31. Lonzo withdrew funds from the BBB bank account without any authority to do so,
12 over which Lonzo was not having any ownership interest or right, on Humble belief that the money
13 was coming out of the BBB account, again that is of no concern of Lonzo or his financial advisor
14 Humble, because Lonzo's name was never put on the BBB account and never had the ability to
15 withdraw money from the bank account or close the bank account for any reasons whatsoever as
16 Lonzo was not provided with any right that could authorize him to transact with the BBB account or
17 close the BBB account. The admission is quoted below:

18
19 Q. Did you feel like you should have told the bank that
20 your name was forged before you closed the accounts?

21
22 A. No. I think I did what I needed to do to close the
23 accounts.

24
25 32. Both the Lonzo and Humble from LLFG knew that the Lonzo's signature was
26 fraudulent, and this fact was concealed from the Wells Fargo bank representatives for the sole
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1 purpose to close the BBB bank account, all to the enrichment of Lonzo, and to the detriment of
2 Plaintiff.

3 33. Lonzo went forward with the plan while aware that he was neither a member of BBB
4 nor a 51% owner of BBB. Lonzo concealed this fact from a Well Fargo Bank teller in order to close
5 the BBB bank account without authorization and based on a forged document.

6 **E. Lonzo's Misrepresentation to ESPB Interviewer about BBB Ownership & False**
7 **Accusations that Alan Defrauded BBB**

8 34. In or around March 2019, Lonzo made Defamatory Statement to Ramona, Lonzo
9 despite believing and admitting that he did not have any ownership interest in BBB and was not a
10 member of BBB, and knowing full-well that Alan is not his financial advisor and did not have access
11 to his personal bank accounts and finances or business finances,.

12 35. Lonzo falsely alleged to Ramona, despite believing and admitting about the
13 ownership, and misrepresented Alan's ownership interest in BBB making no deliberation to
14 ascertain facts after returning from the bank, having no knowledge about the actual fact that he
15 himself owns 51% of the ownership interest over BBB and Alan holds 16.3% of the ownership of
16 BBB, that is entirely false and misleading and contrary to what Lonzo believed about his ownership
17 as admitted in September 2021.

18 36. In addition, Lonzo further and falsely alleged to Ramona that Alan "used his access to
19 my business and personal finances to enrich himself. As a result I have decided to sever all ties with
20 Alan, effective immediately". With regard to the allegation that Alan was enriching himself, Lonzo
21 claimed in the interview that Alan defrauded him of his personal income and business with around
22 \$1,500,000.00 (one million, five-hundred thousand dollars). It harmed Alan's business and personal
23 reputation to the extent that cannot be articulated in words. His social, financial, and personal life
24 was in absolute chaos.

25 37. While Lonzo admitted later in September 2021 that he has no ownership of BBB, and
26 he neither believed in having one as he did not sign any document for that, nor he was ever told or
27 conveyed by anyone about having ownership interest in BBB. Further Lonzo admitted that Alan is
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1 not his financial advisor and neither did Alan nor Lonzo ever discussed anything about his personal
2 finances.

3 38. Lonzo falsely claimed that Alan accessed his business and personal finances and
4 defrauded him of \$1.5 million, all for the purpose of discrediting Alan and damaging his business
5 and personal reputations.

6 39. Ramona's article of Lonzo defaming Alan was then picked up by numerous news
7 outlets who republished the story which was also picked up and reported on television news outlets.
8 Millions of individuals read the ESPN report about the Defamatory Statement and/or watch
9 television reports about the Defamatory Statement and believed it to be true.

10 40. Humble from LFG and Lonzo used ESPN as a weapon to support their false
11 accusations against Alan.

12 41. As a result of the Lonzo Defamatory Statement, Alan was ridiculed and he received
13 death threats. He has suffered severe emotional distress as a result of Lonzo's lies, and was forced by
14 the circumstances created by Lonzo's defamatory statement to relocate himself and his entire to
15 Europe.

16 **F. Damages and Losses caused to Alan as a result of Lonzo's false accusation.**

17 42. Lonzo's false, frivolous, misleading allegations and attempt to defame Alan have
18 severely affected Alan as Alan's Facebook reality show "Ball in the Family" contract via Bunim &
19 Murray Production was several impacted. Alan's contract as the consulting producer for the reality
20 show was canceled immediately after ESPN published the article about Lonzo's false and
21 defamatory interview.

22 43. Alan had his personal and business bank accounts and credit cards closed by Bank of
23 America, US Bank, Citibank while relying on Lonzo's false accusation from the ESPN article
24 containing Lonzo's false and defamatory interview.

25 44. Following Lonzo's false and misleading allegations, the BBB agreement was
26 breached and the other owners of BBB started cutting off all distributions and communications with
27 Alan.

1 45. Lonzo's bank fraud caused Alan harm by not allowing him to conduct the day-to-day
2 operational expenses of the company such as meeting payroll, paying vendors, or ordering new
3 merchandise and supplies for the brand. Alan was essentially, deliberately, and completely cut off
4 from the Company, and has not received any distributions as of to date, despite enjoying the 33%
5 non-dilutable shares in the company and being entitled to all distributions, profits, and financial
6 assets of the company as he was and remains to this date one of the three owners of the company.

7 46. Lonzo's fraudulent conduct and speeches aided by Humble, the owner of LLFG, have
8 severely damaged Alan's reputation and have caused him to suffer financial, psychological,
9 personal, and emotional damages.

10 47. Alan submits that more facts will be revealed during the discovery process and trial
11 and total damages are still being calculated.

12 **G. Humble and LLFG duty towards Alan & As 33% Owner of BBB.**

13 48. Alan hired Humble and his firm LLFG, to handle the accounting for BBB.

14 49. It was Humble who aided, supported, incited, and conspired with Lonzo and alleged
15 and accused Alan of stealing \$1.5 million from Lonzo's personal and business accounts. contrary to
16 the admissions made by Lonzo as mentioned above, that Lonzo has no ownership interest in the
17 business, as herein alleged by Humble, and that any and all finances, investments, and taxes were
18 done by Lonzo's financial advisor who is Humble, and not Alan.

19 50. Humble failed to take into account that Alan had no access to Lonzo's personal
20 account and that Lonzo has no ownership interest in BBB.

21 51. Humble, hired through LLFG, was the accountant for both Lonzo and BBB, and
22 thereby confused or rather conspired against Alan in an attempt to make false, frivolous, and
23 misleading allegations against Alan that have caused severe damage, undue hardships, and losses to
24 Alan.

25 52. Humble failed to audit and file timely taxes of BBB in a frivolous attempt to claim
26 against Alan that Alan stole \$1.5 million from Lonzo's personal and business accounts that have no
27 relation to BBB accounts.

1 53. Humble failed to understand that Lonzo has no ownership interest, as admitted by
2 Lonzo, in BBB and the accounts of both Lonzo and BBB should be handled separately and
3 independently of each other. Humble made no deliberation to ascertain facts; rather he jumped to
4 actions that were intentionally aimed to harm Alan and his position in the company.

5 54. In addition, Lonzo admitted that Humble from LLFG was showing Lonzo accounting
6 for BBB based on the belief that Lonzo's family member has an ownership right over BBB. Here,
7 Humble committed a breach of trust, a breach of fiduciary duty, and abused his trust as a licensed
8 certified financial planner to show accounts and audit of one of his clients, herein BBB, to one of his
9 other clients, herein Lonzo.

10 55. Lonzo further admitted that it was Humble who presented Lonzo with a document
11 containing a forged signature and unlawfully and unauthorisedly asked Lonzo to close the BBB
12 Wells Fargo business checking account that belonged to BBB over which Lonzo has no ownership
13 interest, as he himself believes and admits, and therein Humble committed an intentional fraud
14 against Alan and BBB.

15
16 **H. Humble, owner of LLFG, falsely accused Alan of stealing from Lonzo's Personal and**
17 **Business Accounts and gave fraudulent statements to Media.**

18 56. Humble, the owner of LLFG, hired by Alan for doing audits, accounts, and filing
19 taxes for BBB, and consequently was also acting as financial advisor of Lonzo, as admitted by
20 Lonzo, gave false, frivolous, misleading allegations to defame Alan.

21 57. On or about April 25, 2019, Humble gave an interview to The New York Times
22 (<https://www.nytimes.com/2019/04/25/sports/lonzo-ball-fraud-lakers.html>) about 'Finding Lonzo
23 Ball's Missing \$1.5 Million', wherein Humble stated that at the time of doing Lonzo accounting, 'he
24 discovers that about \$1.5 million was missing from Ball's personal and business accounts', the same
25 misleading allegation that Lonzo gave during the ESPN interview that Alan defraud him of his
26 personal income and business with around \$1.5 million.

1 58. Humble and Lonzo conspired against Alan, falsely accusing Alan of defrauding
2 Lonzo off his personal and business accounts which is contrary to the admissions made by Lonzo
3 that he never signed to be an owner and has no ownership interest in BBB so no question arises
4 about defrauding Lonzo of his business accounts, moreover, Lonzo admitted that he and Alan never
5 discussed anything related to his account, finances, or investments, and it was Humble and LLFG
6 itself who has access to his account and was doing an audit of Lonzo's account, and therefore the
7 whole claim and allegation of Humble as made against Alan is misleading made for the sole purpose
8 to defame Alan.

9 59. Humble from LLFG used The New York Times as a weapon and means to support
10 their false accusations against Alan.

11 **FIRST CAUSE OF ACTION**

12 **MALICIOUS PROSECUTION**

13 **(Against Defendant Lonzo Anderson Ball)**

14 60. Plaintiff incorporates by reference each and all of the allegations contained in
15 Paragraphs 1 through 62, as if fully set forth herein.

16 61. On or about April 2, 2019, Lonzo filed a civil action against fraud, breach of fiduciary
17 duty, conversion and accounting against. This action was filed in the Superior Court of Los Angeles
18 County (Case No. 19STCV11404) ("Lonzo's Civil Action").

19 62. More than two years later, on September 9, 2021, Lonzo sat for deposition and gave
20 testimony that directly contradicted the allegations in Lonzo's Civil Action. At that time, he finally
21 revealed that the claims alleged in Lonzo's Civil Action were completely unfounded and outright
22 falsehoods. Whereas Lonzo claimed that he was the "manager" and 51% owner of Big Baller Brand
23 (BBB) in Lonzo's Civil Action, his deposition testimony revealed that he was never involved with
24 the business as a manager or owner.

25 63. Shortly after that deposition, Lonzo dismissed his claims for breach of fiduciary duty
26 and conversion on September 27, 2021. The dismissal of those claims constitutes a favorable
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1 termination on behalf of Alan. The deposition testimony given by Lonzo clearly evidences a lack of
2 probable cause for the dismissed claims.

3 64. Lonzo acted with malice by knowingly misrepresenting his ownership interest and
4 management role with respect to BBB in Lonzo's Civil Action, which misrepresentations were
5 exposed more than two years after the lawsuit by his deposition testimony. Lonzo testified that he
6 did not ever have an ownership interest or management role in BBB. Lonzo further testified at his
7 deposition that he did not sign any paperwork to become an owner of BBB and did not believe he
8 was an owner, despite asserting a 51% ownership stake in BBB in Lonzo's Civil Action. Lonzo went
9 on to admit that Alan was never his financial advisor and did not have access to his financial
10 accounts or information.

11 65. Lonzo acted maliciously by initiating the civil action with full knowledge that his
12 claims were completely untrue in that (1) he had no ownership interest or managerial role in BBB,
13 and (2) Plaintiff was not his financial advisor and did not have access to his personal finances, as
14 Lonzo admitted in his deposition testimony.

15 66. As a direct and proximate result of Lonzo's Civil Action, Plaintiff suffered financial
16 loss, loss of business relations, loss of reputation, and emotional distress in an amount to be
17 determined at trial.

18 67. As a further direct and proximate result of Lonzo's Civil Action, Plaintiff suffered
19 damages as in for attorneys' fees and costs associated with the defense of that action. Plaintiff's
20 attorneys' fees and legal costs incurred as a result of Lonzo's Civil Action are at least \$600,000.00
21 (six hundred thousand dollars), or in an amount ultimately to be determined at trial.

22 **SECOND CAUSE OF ACTION**

23 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

24 **(Against All Defendants)**

25 68. Plaintiff incorporates by reference each and all of the allegations contained in
26 Paragraphs 1 through 70, as if fully set forth herein.

1 69. On or about April 2, 2016, Alan became a founding member on owner a one-third
2 interest in Ball Sports Group, Inc. (“BSG”) and its related entities, including but not limited to Ball
3 Media and Publishing, LLC, Ball Merchandising, LLC, and Big Baller Brand, LLC (“BBB”)
4 pursuant to a 2016 agreement. (See Exhibit 1, which is a true and correct copy of that agreement.)

5 70. Alan also had beneficial business relationships with BBB vendors, customers, social
6 media influencers, producers, and other business partnerships that he collaborated with .

7 71. The false accusations publicized by Lonzo and Humble, as well as the completely
8 meritless lawsuit filed by Lonzo, caused the termination Alan's Facebook reality show contract
9 through Bunim & Murray Production. That agreement is attached hereto as Exhibit 2. Alan's
10 consulting producer contract for the reality show was canceled immediately after ESPN published
11 the article containing the false accusations.

12 72. As the accountants for BBB, Humble and his firm LLFG were fully aware of the
13 extent of Alan's business relationships and role in BSG and BBB operations. Defendants were also
14 aware of Alan’s consulting contract for production of the Facebook reality show.

15 73. Defendants engaged in several intentional acts to damage Alan's business
16 relationships, including but not limited to: (i) Lonzo filed a frivolous lawsuit in 2019 falsely alleging
17 51% ownership of BBB; (ii) Lonzo gave an ESPN interview in 2019 accusing Alan of fraud and
18 severing ties; (iii) Humble gave media interviews falsely accusing Alan of stealing \$1.5M from
19 Lonzo; (iv) Lonzo, Humble and LLFG closed BBB's bank account using a forged document; and (v)
20 They collectively prevented Alan from accessing BBB accounts, funds, and business records.

21 74. Defendants’ above-described interference was a substantial factor in causing Alan to
22 suffer economic harm in that the false accusations against Alan disrupted his standing with BBB
23 partners and vendors. Alan's reputation was severely damaged by the false allegations, costing him
24 the consulting contract marked as Exhibit 2. Defendants further interfered with Alan’s business
25 relations when Humble directed Lonzo to present forged documents in an unauthorized and
26 fraudulent attempt to close the BBB bank account. The account was frozen by the bank as a result of
27 the bank’s skepticism regarding the attempt to shutter the account. This effectively prevented Alan
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1 from continuing to operate BBB because he did not have access to BBB funds. These actions
2 rendered it impossible for Alan to manage BBB operations. Alan was not able to regain access to the
3 BBB account.

4 75. As a result, Alan suffered financial harm from loss of income and accounts, his
5 professional reputation was irreparably harmed, and he suffered severe emotional distress.

6 76. Defendants acted with oppression, fraud, and malice in that they knowingly and
7 intentionally harmed Alan's contractual relationships and blocked him from access to BBB finances
8 to which he was entitled as an owner with a one-third interest. Plaintiff is therefore entitled to
9 punitive damages.

10 **THIRD CAUSE OF ACTION**
11 **FOR BREACH OF FIDUCIARY DUTY**

12 **(Against Defendants Lameck Lukanga and LLFG)**

13 77. Plaintiff incorporates by reference each and all of the allegations contained in
14 Paragraphs 1 through 79, as if fully set forth herein.

15 78. As set forth herein, Alan had hired Humble/LLFG as the accountant for BBB's
16 accounting needs.

17 79. Humble/LLFG owed Alan fiduciary duties based on their role as BBB's accountant.
18 This entailed duties of care, loyalty, and confidentiality.

19 80. Humble/LLFG failed to competently maintain BBB's financial records and failed to
20 file tax returns on time as reasonably expected of him at his position in the company. Their
21 incompetence enabled the accusations and damages Alan later suffered.

22 81. Humble assisted Lonzo against Alan's interests because of their mutual financial
23 motivations. This constitutes a clear conflict of interest and breach of loyalty.

24 82. Showing BBB's confidential financial information to Lonzo violated the duty of
25 confidentiality Humble/LLFG owed to Alan and BBB.

26 83. Humble gave Lonzo the forged document to unlawfully close BBB's account, directly
27 aiding Lonzo to Alan's detriment.
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84. Humble made unsupported accusations about Alan to the media, intentionally undermining Alan's interests.

85. The entirety of Humble's fiduciary breaches substantially contributed to the financial and reputational damages suffered by Alan.

86. Alan experienced evident financial losses and harm to his reputation. Compensation for emotional distress damages should also be considered.

87. Humble knowingly breached duties for personal gain, warranting punitive damages.

88. Humble/LLFG flagrantly contravened their fiduciary duties owed to Alan as his accountant, actively working against his interests. Their actions resulted in extensive harm, thereby providing a robust basis for a claim of breach of fiduciary duty.

89. Plaintiff suffered damages in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

UNJUST ENRICHMENT

(Against Defendant Lonzo Anderson Ball)

90. Plaintiff incorporates by reference each and all of the allegations contained in Paragraphs 1 through 91, as if fully set forth herein.

91. Alan contributed substantially to developing Ball Sports Group, Inc. (“BSG”) and its related entities, including Big Baller Brand, LLC, based on their business association and Alan's 33% ownership interest per their agreement.

92. Among the many steps taken to develop and market the BSG brands, Alan secured trademarks, cultivated a social media presence, and negotiated critical partnerships. This directly enriched BSG and the related entities.

93. Plaintiff is informed and believes, and based thereon alleges that Lonzo later assumed control over those entities.

94. After cutting ties, Lonzo continues to profit from the BSG and BBB brands that Alan helped build, yet Alan has been excluded from the business and deprived of his one-third share of profits and assets.

95. As a result of his efforts to secure trademarks, increase social media engagement, develop business partnerships, and establish profitable marketing strategies, Plaintiff enhanced the value of BSG and its related entities in amount to be proved at trial, but estimated to exceed \$10,000,000 (ten million dollars).

96. It would be inequitable for Lonzo to retain those benefits without fairly compensating Alan for the value he provided, given that Lonzo then used his status to damage Alan's interests.

97. The circumstances as herein described in the complaint regarding the parties' relationship and Alan's contributions support finding an unjust retention of benefits without payment.

98. Alan requests for restitution and disgorgement of all benefits wrongfully obtained by Defendant Lonzo through Plaintiff's efforts and contributions to developing the BBB brand, including disgorgement of any profits, brand recognition, and other benefits retained by Defendant for which Plaintiff was not fairly compensated based on principles of equity and Defendant's improper actions against Plaintiff's interests.

JURY DEMAND

99. Plaintiff demands a jury trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ALAN FOSTER prays for judgment against Defendants as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For punitive damages;
4. For reasonable attorney fees;
5. For costs of suit incurred herein;
6. For restitution and disgorgement of ill-gotten gains from Defendants' unlawful acts;
7. For such other and further relief as the Court may deem just and proper.

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1 DATED: September 11, 2023

LAW OFFICE OF JASON P. KOCH

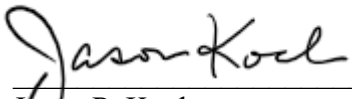
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3 By: 
4 Jason P. Koch
5 Attorney for Plaintiff
6 GREGORY ALAN FOSTER
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EXHIBIT 1

Proposed Terms- Ball Sports Group, Inc.

Ball Sports Group Inc.

This agreement governs the terms between the Founders, doing business as Ball Sports Group Inc. (the “**Company**”), and its affiliated Limited Liability Companies “The Ball Companies”.

Vision: To become one of the leading companies in the world which specializes in the management and consultancy of athletes through its parent company while building equally powerhouse brands and quality services in the fields of athlete branding, merchandising, publishing, and sporting event management.

The Founders

The following individuals would be admitted as partners in the Company (“**Founders**”)

Founders 1 – Ball Family and Members

Founders 2 – Alan Foster: (should be in a business structure something like Enzo Worldwide, Inc, or Ladderhouse, Intl.)

Board of Directors and Member-Management (LLC)

1. The Member- Management and Board of Directors Shall Consist of

A. Alan Foster

B.

C.

D.

The Project - Ball Sports Group Inc.

DEFINED

Ball Sports Group Inc. shall become a sports management agency, like none other. Ball Sports Group Inc. shall develop all the essential fixtures necessary in order to dominate the global basketball market. The Founders will have created the Company for the sole purpose of achieving the above stated vision. **This includes but is not limited to the creation of an:**

1. **An- In-House Agency:** A contracted certified NBA and FIBA agent(s) to assist Ball Sports Group Inc. in managing and placing players as professional Athletes through said agent/s to teams and clubs around the world. These contracted NBA and FIBA agent/s are referred to as “In House” agent/s. Ball Sports Group Inc. may secure offers and contracts for it’s signed players through an “In House” agent/s or through any outside agent with Ball Sports Group Inc. acting as management. All contracts procured for a player will be through a certified NBA or FIBA agent. **Agency** herein means: Ball Sports Group Inc. and any “In House Agent/s” or any certified agents worldwide in the Ball Sports Group Inc. worldwide network used at the discretion of Ball Sports Group Inc.

2. **Ball Media and Publishing, LLC** – shall be at the forefront of advising its clients on sports media, corporate issues, production and rights acquisition, the exploitation of media rights, the staging and exploitation of live sports and other events, intellectual property protection and enforcement. Our in-house media team and brokers, shall advise film studios and producers, distributors, broadcasters, promoters, advertisers, rights holders, leagues, clubs, franchise owners, international and national governing bodies and agencies, via a coordinated hub pertaining to the hiring, promoting, filming, or licensing any of the intellectual property rights owned by Ball Media and Publishing LLC and its parent company, **Ball Sports Group Inc.**

3. Ball Merchandising LLC - shall become a premiere full service merchandise company. This will enable us to produce some of the hottest sports merchandise in the country using the latest in technology and apparel, while promoting the Ball Brand and name. With years of experience in the music and entertainment industry, our collective professionals understand Merchandising, and are uniquely to provide the essential expert advice and insider information needed Ball Merchandise a standout success.

4. Other “Ball Family Companies” - It is contemplated that the Ball Empire shall expand into related areas which complement the overall vision, and shall be developed as they are needed.

Proposed Location:

The Founders will cause the Company to register its name in the State of Wyoming due to the fact that:

1. Wyoming state fees **are** less than most other states.
2. A Wyoming LLC formation or corporation offers its officers and directors the highest degree of protection from lawsuits filed by disgruntled creditors or overzealous plaintiff attorneys.
3. Ball Sports Group Inc. can it conducts its business anywhere in the world, as soon as the Corporation is completed. The Company’s principal office address will be set by a majority of Founders, will be set by the Founders, or provided by the Incorporating Law Office.

Duration:

The Company will continue perpetually, unless dissolved in accordance with this agreement. The Founders will cause the Company to register its fictitious name in the jurisdiction where it conducts its business, as soon as reasonably practicable after the date hereof.

Initial Capital

Each Founder hereby commits to contribute up to \$500.00 (in cash or services) toward Company expenses when called by the Company, as non-refundable capital contributions. The Company must make capital calls of Founders on a *pro rata* basis.

Additional Capital Contributions

The Founders may make additional capital contributions in the form of cash and prepaid expenses from time to time to fund the Company's ongoing capital and operating needs. No Founder may be **required** to make a capital contribution except pursuant to such mutual written consent.

Expenses and Budgeting

The Founders will budget for Company expenses on a rolling basis. All budgets must be approved by all Founders in writing. Any Founder may pay budgeted expenses on the Company's behalf, and the Company will reimburse each Founder for properly budgeted expenses paid on the Company's behalf, within a reasonable time period after the paying Founder submits an expense report supported by receipts.

Ownership of the Company

Each Founder will have a proportional ownership interest in the Company, as follows:

Founders 1 – Shall own a non-dilutable 67% in **Ball Sports Group Inc., Ball Media and Publishing LLC, Ball Merchandising LLC and Other “Ball Family Companies”** directly related to this agreement.

Founders 2 – Shall own a non-dilutable 33%, in **Ball Sports Group Inc., Ball Media and Publishing LLC, Ball Merchandising LLC and Other “Ball Family Companies”** directly related to this agreement.

The Founders' ownership interests need not be represented by a certificate or any other evidence beyond that contained in this agreement. If a Founder requests, the Company will issue a certificate evidencing the Founder's interest. The certificate must contain a legend noting that the ownership interest is subject to legal and contractual restrictions on transfer, if they so apply.

Tax Matters

The Company will elect to be taxed as a S-Corp, and will maintain separate capital accounts for each Founder in accordance with applicable US Treasury Regulations. If the Company earns more than \$600.00 in revenues it will retain an accountant or tax advisor to keep its books and prepare all tax returns and filings on its behalf. It is intended that the Company be treated as a pass-through entity for tax purposes.

FOUNDERS 2 will act as the Company's tax matters partner, and will act as the primary point of contact with any taxing authorities and other third parties with regard to the Company's financial and tax matters. The tax matters partner may make any tax election with respect to the Company, provided he obtains the prior written consent of a majority of Founders.

Distributions

The Company may (but is not required to) make ordinary distributions to the Founders out of cash received by the Company (excluding new capital contributions or loans), minus all accounts payable and reserves against anticipated expenses from time to time as determined by a majority of Founders. All distributions must be made in the following order:

- **First, in equal proportion to all Founders who have contributed cash that has not been repaid, until each Founder has been paid out to the extent of such contributions in full;**
- **Second, to all Founders in proportion to ownership.**

Management and Approval Rights

The Company will be managed by the Founders, and a majority of Founders may take any action on behalf of the Company except where explicitly stated otherwise in this agreement. **The unanimous written approval of all Founders is required to:**

- incur any debt on the Company's behalf or employ its credit, other than receivables to trade creditors in the ordinary course of business not to exceed \$250 individually and \$500 in aggregate;
- initiate any voluntary bankruptcy proceeding;
- liquidate or dissolve the Company, or distribute substantially all of its assets and business;
- enter into any inbound or outbound license, transfer, or other assignment of protectable intellectual property used in the Project, including any patentable inventions, copyrights, trade secrets, or trademark rights (except for inbound end user licenses for software applications in the ordinary course of business);
- approve any contract with a Founder, or an immediate family member or domestic partner of a Founder, or an affiliate of any of the foregoing persons;
- raise any equity capital in any amount from any person;
- admit any partner to the Company; and
- amend this agreement.

Duties to the Company -NonCompetition and Non-Circumvention

The Founders must refer to the Company, in writing, all opportunities to participate in a business or activity that is directly competitive with the Project within the United States or Canada, whether as an employee, consultant, officer, director, advisor, investor, or partner.

The Company will have **15 days to decide** whether to pursue any referred opportunity, and to notify the referring Founder of its decision in writing. If the Company elects not to pursue the opportunity, or if it does not notify the referring Founder of its intent in writing within the **15 day period**, then the referring Founder will be free to pursue the opportunity independently. If the Company elects to pursue the opportunity, but later abandons it, then the referring Founder will be free to pursue the opportunity independently at such time.

Other than pursuant to the preceding paragraph, to protect the Company's legitimate business interests, **no Founder may participate in any business or activity that is directly competitive with the Project within United States or Canada**, whether as an employee, consultant, officer, director, advisor, owner, sole proprietor, investor, or partner. The ownership of 1% or less of the securities of any publicly-traded company will not be considered participation in a competitive business or activity.

The Founders' obligations contained in this section (Duties to the Company) will continue with respect to each Founder until the later of the date that is 3 months after (i) he ceases to be a partner of the Company, and (ii) he ceases to provide any services to the Company, whether as a partner, employee, officer, director, or otherwise.

Other than as explicitly provided herein, no Founder will have any duty to the other Founders or to the Company, including any fiduciary duty, and including any duty to refer business opportunities to the Company, or to refrain from engaging in activity that is competitive with that conducted or planned by the Company.

Project-Related Intellectual Property

“Project IP” means:

(a) contributions and inventions, discoveries, creations, developments, improvements, works of authorship and ideas (whether or not protectable under patent, copyright, or other legal theory) of any kind that are conceived, created, developed or reduced to practice by any Founder, alone or with others, while such Founder is a member of, or provides services to, the Company, regardless of whether they are conceived or made during regular working hours or at the Company’s place of work, that are directly or indirectly related to the Project, result from tasks assigned to a Founder by the Company, or are conceived or made with the use of the Company’s resources, facilities or materials; and (b) any and all patents, patent applications, copyrights, trade secrets, trademarks (whether or not registered), domain names and other intellectual property rights, worldwide, with respect to any of the foregoing.

The term “Project IP” does not include any inventions developed by a Founder entirely on such Founder’s own time, without using any Company equipment, supplies, facilities or trade secret information, unless the invention related to the Project at the time of the invention’s conception or reduction to practice.

Each Founder hereby irrevocably assigns to the Company all right, title, and interest in and to all Project IP owned by such Founder. Each Founder agrees (i) to assist the Company from time to time with signing and filing any written documents of assignment that are necessary or expedient to evidence such Founder’s irrevocable assignment of Project IP to the Company; and (ii) to assist the Company in applying for, maintaining, and filing any renewals with respect to Project IP anywhere in the world, in each case at the Company’s expense.

Confidentiality

The Founders agree to keep all non-public information with respect to Project IP confidential and not to disclose it to any other party, except (i) to attorneys and advisors who need to know in connection with performing their duties, (ii) to potential business development partners and/or investors approved by the Company in writing, and who are bound by a confidentiality agreement in writing, and (iii) in response to an inquiry from a legal or regulatory authority.

Third-Party Offer to Invest

The written consent of all Founders is required to approve any additional investment in the Company from any party, including a Founder, and to issue any equity securities or rights convertible into the Company's equity to any party.

Any Founder who receives an offer from any party to invest in the Company will notify the other Founders of the same, and provide each Founder an opportunity to participate meaningfully in the negotiations surrounding the potential investment in the Company. The Founders will use their best efforts to obtain terms that are no less favorable to any Founder than those outlined in the term sheet attached as Exhibit A hereto. The Founders understand that they would likely be required to submit their equity interests in the Company to vesting and other restrictions in such event, to assign all Project IP to the Company, and to submit to other employment-related covenants.

The Founders anticipate that any transaction resulting from such an offer would require that the Company convert to a business entity that provides limited liability to its members, or else to contribute the Company's assets and liabilities to a newly-formed business entity with limited liability.

Resignation and Removal of Founders

Any Founder may resign from partnership in the Company for any reason or no reason at all by giving written notice to the other Founders.

A majority of Founders may not remove a Founder from the Company(s) at any time, for any reason unless consented to by the Founder whose removal is sought. This must be in writing, via email and certified mail. A non-response is considered a rejection for this request for removal.

Upon a Founder's resignation or consented removal, the Company will continue and will not dissolve, so long as at least one Founder remains as a member of the Company. The Company will pay out to the resigning or removed Founder his positive capital account balance (if any) within 30 days of resignation, in cash, or any method, timeline, and amount agreed upon, by the Founders.

If only one Founder remains a partner of the Company at any time, then the Company shall continue as a sole proprietorship of the remaining Founder until he resigns, without affecting any rights due to any Founder or former Founder under this agreement.

If no Founder remains as a partner of the Company at any point in time, then the Company will dissolve, and this agreement will terminate immediately upon completion of the winding up of the Company and distribution of its assets and liabilities in accordance with this agreement

Dissolution

If the Founders determine by unanimous consent to dissolve the Company and wind up its affairs, or if the Company dissolves because no Founders remain as partners, then any persons who were Founders immediately prior to the dissolution event will cause the Company to sell all its property (including Project IP) for cash only, and to liquidate in an orderly fashion. All Founders must be afforded a full opportunity to bid on any Project IP in connection with such liquidation process. The Company will distribute any property that remains after paying for the expenses of dissolving and winding up, and repaying all indebtedness owed by the Company, as follows:

- First, in equal proportion to all Founders who have contributed cash that has not been repaid, until each Founder has been paid out to the extent of such contributions in full;
- Second, to all Founders in proportion of ownership.

Title to any Project IP that is not sold in connection with dissolution and liquidation of the Company must, however, be distributed to all Founders as owners in common.

Dispute Resolution

All disputes arising from or related to this agreement must FIRST be submitted to non-binding mediation, agreed to by the parties, at a date and location agreed to by the parties. Then it shall be submitted for binding arbitration before a single arbitrator under the rules of the American Arbitration Association as in effect at such time. The location for such arbitration will be Los Angeles California, USA. The Founders agree that either party may, within 7 days after the filing of a Demand for Arbitration, demand that the parties' dispute first be submitted to a neutral evaluator pursuant to the American Arbitration Association's Early Neutral Evaluation Procedures prior to proceeding with arbitration.

Any resulting arbitration award may be enforced in any court having valid jurisdiction, wherever located. In addition, the Founders hereby irrevocably submit to the jurisdiction of the state and federal courts located in Los Angeles County for the enforcement of any such arbitration award.

Miscellaneous Provisions

Assignment. This agreement may not be assigned by any party hereto without the written consent of all Founders.

Successors / Assigns. This agreement shall be binding upon and inure to the benefit of the Founders, the Company, their successors, and their permitted assigns.

Notices. Any notice or other communication required or permitted under this agreement may be addressed to the recipient at its address given above, or such other address as that party may provide from time to time, and shall be deemed duly given (A) when delivered, if by hand delivery; and (B) if otherwise delivered, when written confirmation of receipt thereof is obtained (i) from the recipient; or (ii) from a nationally recognized mail carrier.

No Third-Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto, except as explicitly provided otherwise herein.

Amendment / Waiver. This agreement may only be amended with the written consent of all Founders, and none of its provisions may be waived except with the written consent of the party waiving compliance.

Governing Law. This agreement shall be governed by and construed in accordance with the Law of the State of Wyoming laws applicable to contracts signed and to be performed solely within this state.

Severability. If any provision in this agreement is held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of all remaining provisions contained herein shall not in any way be affected or impaired thereby, and the invalid or unenforceable provisions shall be interpreted and applied so as to produce as near as may be the economic result intended by the parties hereto.

Entire Agreement. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior arrangements or understandings (whether written or oral) with respect thereto.

Signatures

Lavar Ball

LAVAR BALL

4-12-16

Date

Founders 1

Tina Ball

TINA BALL

4-12-16

Date

Founders 1

Alan Foster

ALAN FOSTER

4/12/16

Date

Founder 2

By signing below, each Founder indicates acceptance of the terms of this agreement in their entirety as of the date first written above, and represents and warrants to the Company and each other Founder that he or she has fully read and understood this agreement, and that to each Founder's knowledge, no law or third-party obligation would prevent each such Founder from entering into and performing this agreement in full. For the convenience of the parties, this agreement may be executed electronically and in counterparts. Each counterpart shall be binding, and all of them shall constitute one and the same instrument.

EXHIBIT 2

Crosswalk Productions, LLC
1015 Grandview Avenue
Glendale, CA 91201
Attn: Business & Legal Affairs
Tel: (818) 756-5100 / Fax: (818) 756-5140

NON-PRECEDENTIAL / NON-QUOTABLE / NON-CITABLE

Dated: May 16, 2017

Marathon Media Consulting, Inc. f/s/o Alan Foster
Address 1055 W 7th St. 33rd Floor
Los Angeles, CA 90017
EIN 45-4639348

Re: “BALL IN THE FAMILY” / Consultant Agreement

This agreement (“Agreement”) sets forth the understanding between Crosswalk Productions, LLC (“Producer”) and Marathon Media Consulting, Inc. for the services of Alan Foster (jointly, “Consultant”) in connection with Consultant’s consulting services for the series presently entitled “Ball In The Family” (the “Program”). For good and valuable consideration, the full receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conditions Precedent.** Each and all of Producer’s obligations hereunder are subject to the satisfaction of the following conditions precedent: (a) Producer’s receipt of this Agreement and the inducement letter executed by Consultant; (b) Producer’s receipt of the Appearance and Participation Release, attached hereto as Exhibit "A," and incorporated herein by this reference, executed by Consultant; (c) full compliance by Consultant with governmental requirements relating to receipt of any and all permits, visas, certificates of citizenship and other documents as may be required by any governmental agency for the purposes of enabling Consultant to render services hereunder; and (d) completion and submission to Producer of all required tax documentation.

2. **Consultant Services.** Consultant will render consulting services as an independent contractor on the Program currently scheduled to commence on May 16, 2017 and continue until complete delivery of cycle one (1) of the Program to the applicable network (“Term”). Consultant’s services will consist of the following during the Term: provide contact and liaison with Program cast members and Program cast member's business relationships, provide and assign to Producer audio/visual footage of Program cast members and/or otherwise to be incorporated into the Program, and any/ and all other reasonably requested services with respect to Program cast members and the Program. “Services”). Consultant’s Services shall be on a non-exclusive basis and not necessarily in-person (unless as otherwise set forth above). Consultant will perform all Services to the best of Consultant’s ability, with the content, style, form and format of any work product of the Services to be completely satisfactory to Producer and consistent with Producer’s standards in connection therewith. Under no circumstances will Consultant obligate Producer to make any payment or render any performance to any third party except as Producer may expressly approve in writing. It is understood and agreed that no union, guild or other collective bargaining agreement shall apply with respect to any aspect of the Services or Consultant’s engagement hereunder.

Producer and Consultant shall have five (5) mutual options to require Consultant to render consulting services as an independent contractor on additional production cycles of the Program (each, an "Additional Cycle") on the same terms set forth herein. Producer may exercise each option, if at all, at any time by written notice on or before the date that is nine (9) months after the date upon which the last episode of the Program in the last production cycle, and at such time, Consultant shall have one (1) business day to accept or refuse of the exercise of such option. Consultant shall render consulting services as an independent contractor on the Program in each Additional Cycle, as determined by Producer, no less than the same extent and degree that Consultant has rendered in previous production cycles of the Program.

3. **Fee.** In consideration for Consultant's Services and provided Consultant is not in material breach of this Agreement, Producer shall pay Consultant the one-time, "flat" fee of One Hundred Thousand Dollars (\$100,000.00), payable as follows: Ten Thousand Dollars (\$10,000.00) promptly following the complete execution of this Agreement and the satisfaction of the conditions precedent listed in Paragraph 1 above; Thirty Thousand Dollars (\$30,000.00) on or about July 21, 2017 (i.e., half-way through principal photography of cycle one (1) of the Program); Thirty Thousand Dollars (\$30,000.00) on or about August 29, 2017 (i.e., the completion of principal photography of cycle one (1) of the Program); and Thirty Thousand Dollars (\$30,000.00) on or about September 21, 2017 (e.g., on or about complete delivery of cycle one (1) of the Program to the applicable network). Consultant acknowledges and agrees that, except as expressly provided above, Consultant shall not be entitled to any additional compensation or allowance for any additional expenses of any kind in respect of the Services or any rights granted hereunder. Consultant is solely responsible for any costs in excess of the Fee, except those expenses specifically pre-approved by Producer in writing ("Approved Expenses"). Any such Approved Expenses shall be subject to Producer audit and payable upon separate invoice within thirty (30) days of Producer receipt of the invoice thereof. Consultant shall provide corresponding documentation to the extent requested by Producer.

4. **Rights; Assignment.** For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Consultant acknowledges that all of the Services Consultant renders hereunder, including without limitation with respect to any and all audio/visual footage of Program cast members and/or otherwise, developed, produced, and/or provided by Consultant, and the results and proceeds thereof ("Work Product"), are a "work for hire" within the meaning of the United States Copyright Act of 1976 (as amended) for Producer prepared within the scope of Consultant's Services hereunder, as between Consultant and Producer, Producer shall be entitled to and shall solely and exclusively own, in addition to Consultant's Services hereunder, all results and proceeds thereof (including any copyrights) throughout the universe in perpetuity. Consultant acknowledges that if the Services Consultant renders hereunder are not deemed a "work-for-hire" under the copyright laws of the United States, then Consultant does hereby irrevocably grant, assign, and transfer to Producer all of the foregoing (including all right, title, and interest, and any copyrights), throughout the universe, in perpetuity, without reservation, condition, or limitation, and Producer shall solely and exclusively own and have the exclusive right of every kind and nature therein and thereto, and no right of any kind, nature, or description is reserved by Consultant and Consultant hereby waives all so-called "moral rights." Producer shall have the sole and exclusive right throughout the universe, in all languages, in perpetuity, to use and exploit all or any part of the Work Product and all or any part of any material contained therein or prepared therefor, whether or not used therein, in any format or version, by any means and in any media, whether now or hereafter known or devised, each without further payment to Consultant. Without limiting the foregoing, Producer, its successors and/or assigns shall have the exclusive right to copy, reproduce, change, add to, delete from, translate, distribute, transmit, exhibit, use and otherwise exploit the Work Product or any part thereof, to make or authorize any ancillary use thereof and to advertise and promote the foregoing forever and throughout the universe by any and all means and media and to authorize others to do any of the foregoing. Consultant shall execute such further instruments as Producer may request to establish, maintain, or protect Producer's rights in and ownership of the Work Product. For this purpose, Consultant hereby appoints Producer as Attorney-in-Fact for the limited purpose of effecting this assignment and executing all documents necessary to effect this assignment. This power of attorney is coupled with an interest and is irrevocable. Nothing herein shall require Producer to exploit the Work Product or any rights obtained by or granted to Producer herein.

5. **Independent Contractor.** Nothing in this Agreement is intended to afford Consultant any of the rights, duties, or obligations of an employee of Producer. Under no circumstances shall Consultant look to Producer (which shall include, for the purposes hereof and without limitation, any of Producer's principals, partners, clients, associates, supervisors, employees, directors, shareholders, agents or assigns) as Consultant's employer, or as a partner, agent, or principal. Consultant shall not be entitled to any benefits that may be accorded to Producer's employees including, but not limited to, worker's compensation, disability insurance, vacation or sick pay. It is understood by both parties that although Consultant may render services hereunder on premises that are managed by Producer, Consultant is not doing so for the convenience of Producer and is only doing so for convenience of providing the Services and Work Product. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, disability, worker's compensation, liability insurance, and any

other insurance as well as licenses and permits usual or necessary for performing the Services. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation, including estimated taxes. Consultant may represent, perform services for, or be employed by any additional persons or companies as Consultant sees fit. Consultant shall be solely responsible for any subcontractor fees, workers' wages, social security and Medicare contributions, and similar withholdings, deductions, and payments which may be required by federal, state, or local law with respect to (i) sums paid to Consultant hereunder and (ii) Consultant's employees, subcontractors, and vendors, and Consultant's employees shall look solely to Consultant in connection therewith.

6. Representations and Warranties.

(a) Consultant hereby represents and warrants as follows: (i) Consultant has all right, power and authority necessary to enter into this agreement and fully perform each and all of the Services hereunder; (ii) Consultant has not directly or indirectly given or accepted, and will not directly or indirectly give or accept, any money, service or other consideration for the inclusion of any matter in the Program and, at Producer's request, Consultant will promptly execute and deliver all such affidavits and statements in connection therewith; (iii) the Work Product shall be wholly original with Consultant, will not be in the public domain, and will not infringe upon or violate any copyright, trademark, patent, trade secret, or other intellectual property rights, any right of privacy or publicity, or any other personal or property rights of any individual or entity; and (iv) Consultant is not, and shall not hold itself out as, Producer's agent or representative, and has no authority to bind or commit Producer to any agreements or other obligations.

(b) Producer hereby represents and warrants that it has all right, power and authority necessary to enter into this Agreement and fully perform each and all of its obligations hereunder.

7. Indemnification. Consultant will hold harmless and indemnify Producer, its parent, subsidiary and affiliated companies, any licensees or assignees of the Program, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns (including, without limitation, the distributors, broadcasters and sponsors of the Program) from and against any and all losses, liabilities, judgments, costs and expenses of every kind (including reasonable outside attorney's fees) resulting or arising from any breach or alleged breach of any of Consultant's representations, warranties or agreements hereunder or otherwise from Consultant's acts and/or omissions in connection with the Program.

8. Remedies. Producer will have all customary rights of suspension by reason of the occurrence of any event of force majeure, Consultant's incapacity to render services for any reason or any material breach of Consultant's obligations hereunder. Consultant expressly agrees that Consultant's sole remedy, if any, for any breach of this Agreement by Producer, whether or not material, shall be to seek monetary damages at law. Consultant hereby waives and relinquishes the right to terminate or rescind this Agreement or any of the rights granted to Producer hereunder or seek any injunctive or equitable relief related to the subject matter hereof to for any reason.

9. Notices. All notices and approvals shall be in writing and shall be sent by email, facsimile, personal delivery, or mail to the appropriate address set forth above.

10. Confidentiality. Consultant agrees to maintain in strict confidence, before, during and after the term of Consultant's Services hereunder, all information and materials provided by Producer to Consultant, including but not limited to Producer's creative briefing on the content, elements and characteristics of the Program. Consultant shall not disclose or make available to any third-party any information concerning Producer, its affiliated companies, employees, programming services, operations, businesses or activities, the Program, Consultant's Services, or this Agreement without Producer's prior written approval; provided, however, that disclosure may be made (i) to the extent necessary to comply with governmental disclosure requirements; (ii) to Consultant's financial and legal representatives, owners, parent, and partners, and the respective financial and legal representatives of each of same; and (iii) as may be necessary and appropriate in connection with the performance and enforcement of this Agreement. Any party to whom disclosure is made hereunder shall be obligated to

comply with the terms of this paragraph. Consultant acknowledges and agrees that the aforesaid confidentiality undertaking constitutes a material condition of your engagement hereunder, and any violation thereof will cause Producer irreparable harm for which Producer shall have the right to seek injunctive or other equitable relief and for which you shall be liable to us for damages.

11. Miscellaneous.

(a) This Agreement sets forth the entire agreement between Producer and Consultant and supersedes any prior oral or written agreements or understandings with respect to the subject matter hereof. Headings are not part of this Agreement and shall be disregarded in construing it. This Agreement may not be altered, modified, or changed in any way except by a written instrument signed by the parties.

(b) This Agreement and Consultant's rights, duties and obligations hereunder are personal to Consultant and may not be assigned, delegated or otherwise transferred by Consultant, or by operation of law, without Producer's prior written consent, which consent may be granted or withheld in Producer's sole discretion. Any attempted assignment, delegation or transfer by Consultant without such consent shall be void and shall constitute a material breach of this Agreement. Producer may freely assign its rights hereunder, and may assign its duties and obligations hereunder to its parent, subsidiary, related or affiliated companies.

(c) This Agreement and any dispute relating thereto shall in all respects be interpreted, enforced and governed by the laws of the State of California. Any action, proceeding or litigation may only be brought in Los Angeles County, California, which shall have exclusive personal jurisdiction over the parties and over and the subject matter of any such proceeding.

(d) The terms of this Agreement shall be binding upon and shall inure to the benefit of Producer's successors and assigns.

(e) Nothing herein shall be so construed as to constitute the parties as employer and employee, principal and agent, joint-venturers, or partners, nor shall any similar relationship be deemed to exist between the parties.

(f) No waiver by Producer of any provision of this Agreement or of any breach or default on Consultant's part, shall be effective unless made in writing; nor shall it constitute a continuing waiver or a waiver of any other provision or provisions of this Agreement; and no such waiver shall prevent Producer from enforcing any and all provisions of this Agreement or from acting upon the same or any subsequent breach or default under any provision of this Agreement.

(g) The terms of this Agreement are severable, and the invalidity of any term of this Agreement shall not affect the validity of any other term.


(h) This Agreement may be executed in any number of counterparts and all said counterparts when executed and delivered, each as an original, shall constitute but one and the same instrument. Signatures transmitted via fax or email shall be considered originals for the purposes of this Agreement.

[SIGNATURE LINES CONTINUED ON THE NEXT PAGE.]

ACCEPTED AND AGREED:

MARATHON MEDIA CONSULTING, INC.

CROSSWALK PRODUCTIONS, LLC

By: 

By: _____

Name: Darren Moore

Name: _____


Its: Principal/CEO

Its: _____

Date: 07/12/2017

Date: _____

Inducement. In order to induce Producer to enter into this Agreement with Marathon Media Consulting, Inc. ("Lender"), and in consideration of Producer's execution and delivery thereof, the undersigned hereby represents and warrants that the undersigned: (1) is familiar with each and all of the terms and conditions of the Agreement that pertain to me; (2) will derive benefit from the Agreement; (3) hereby consents and agrees to the execution and delivery of the Agreement by Lender; and (4) hereby agrees to the obligations and grants of rights therein provided by Lender and to be bound by and duly perform and observe each and all of the terms and conditions of the Agreement requiring performance or compliance on the part of the undersigned (which terms and conditions, the undersigned further agrees, may be enforced by Producer directly against the undersigned), and the undersigned hereby joins in all warranties, representations, agreements and indemnities made by Lender. If Lender should be dissolved or should otherwise cease to exist or should for any reason whatsoever fail, be unable, neglect or refuse to duly perform and observe each and all of the terms and conditions of the Agreement requiring performance or compliance on the part of Lender, the undersigned shall, at the election of Producer, be deemed substituted as a direct party to the Agreement in the place and stead of Lender; all of the foregoing to be to the same extent and with the same force and effect as if the undersigned had agreed to render services to Producer directly as a guest judge.

Signature:  Date: 07/12/2017

Print Name: Darren Moore, CEO Phone: _____

Address: 7300 Yellowstone Blvd. Cheyenne, WY 82009

Date of Birth*: 01/06/1989 (*For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.)

EXHIBIT "A"

APPEARANCE AND PARTICIPATION RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, pursuant to the terms of this appearance and participation release (the "Release"), I hereby irrevocably authorize Crosswalk Productions, LLC and its parents, affiliates, subsidiaries, licensees, designees, successors and assigns (collectively, "Producer") to make use of my appearance in connection with the program tentatively entitled "Ball In The Family" ("Program") documenting the personal and professional lives of Tina and LaVar Ball and their three basketball-playing sons intended for initial exhibition on the Facebook platform ("Company").

1. I agree to participate in connection with the pre-production, production and post-production of episodes of the Program as and to the extent reasonably requested by the Producer on such dates as Producer may reasonably designate during production of the Program. I will follow all rules made and directions given by Producer in connection with my participation in the Program. I acknowledge that due to the documentary nature of the Program, Producer cannot anticipate day-to-day changes to the production schedule, and I agree that I will cooperate with Producer in good faith with respect to changes in the production schedule, I will be reasonably available in the event of such changes and, in any event, I will not act to frustrate the purposes of this Release. In addition, I agree to meet with, and be interviewed, from time-to-time by Producer and other Program personnel, both on-camera and off-camera, at reasonable times and places suggested by Producer after prior consultation with me, in connection with the Program.

2. Producer shall have the right to tape, film and photograph and otherwise record me, my name, likeness, silhouette, photograph, picture, sobriquet, voice, actions, conversation, statements, appearances, biographical data and any performance of any musical compositions(s) (collectively, "Materials"), for use in and in connection with the Program, and/or any other productions of any kind in any manner whatsoever, including for the exhibition, advertising, promotion, and exploitation thereof and in and in connection with merchandise, publishing and all other ancillary rights therein, as Producer may desire throughout the universe in perpetuity in any and all media now known or hereafter devised. Producer shall have the right to substitute the voice of another person for my voice and/or depict me in a fictionalized manner. I expressly waive any and all rights that I may have in and to such Materials, however denominated, in any jurisdiction of the world in connection with my appearance. The Materials shall also include any and all material that I may create, write, provide or contribute to in connection with the Program at any time, including, without limitation, personal journals, photographs, webisodes, vlogs, blogs, video diaries, e-mails, text/picture messages, and promotional/advertising spots for the Program, the exhibitor of the Program, its advertisers and sponsors, and any of their respective products and services. Producer shall be the sole and exclusive owner of all rights (including, without limitation, copyrights) in and to the Materials. The Materials shall be deemed "works made for hire" specially ordered as part of a motion picture or other audio-visual work, and I waive the exercise of any "moral rights," "*droit moral*," and any analogous rights, however denominated, in any jurisdiction of the world, which I have. To the extent I retain any interest in the Materials, I hereby grant and assign to Producer all rights of any nature in and to all such Materials. Furthermore, the rights granted to Producer include any so-called "rental and lending" or similar rights and any and all allied, ancillary and subsidiary rights (including, without limitation, remake, sequel, theatrical, digital, television, radio, publishing, merchandising, soundtrack album and other similar rights) for any purpose, by and in any media whether now known or hereafter devised, throughout the universe, in perpetuity, as part of the Program or otherwise.

3. I understand that I will not be paid any compensation for giving Producer the rights listed in this Release, or for Producer's exercise of any and all of the rights listed in this Release. I hereby waive any and all rights I may have to any such compensation. I acknowledge and agree that a significant element of the consideration I am receiving under this Release is the opportunity for publicity that I will receive if Producer includes me or the Materials in the Program.

4. I shall participate in the production of Additional Materials (as defined below) during production periods of the Program, and if outside of such production periods of the Program, subject to my reasonable availability (provided I use reasonable, good-faith efforts to make myself available as and when reasonably required by Producer), at a location to be determined by Producer. "Additional Participation" means additional participation (separate and apart from my participation in connection with the production of the Program) in connection with the production of additional materials, including but not limited to: (a) enhancement materials, including host wraparounds, on-screen commentary, voiceover materials, mini-episodes, so-called "after shows," behind-the-scenes content, and other extended programming content; (b) promotional spots, including sponsor co-branded promo spots and interstitials, trailers and in-store sales tapes; (c) graphics/wallpaper content (e.g., talent photos) and audio content; (d) any television special (e.g., launch or finale specials), compilation (e.g. so-called "cram sessions," recap episodes or other clip shows), reunion or "best-of" programs; and/or extended episode content in connection with the Program; (e) virtual reality environments and community applications, websites (including, without limitation, social networking or user-generated or user uploaded content-based sites, including so-called "verticals", webpages or weblogs (which may be text, audio and/or audio-visual, e.g., about my experiences in the Program, etc.); (f) gaming content including, without limitation, voiceover and image/motion capture materials; (g) graphics/wallpaper content (e.g., talent photos) and audio content; and (h) other similar materials, for all media whether now known or hereafter devised, including without limitation, home video/DVD or other similar platforms, wireless, online or any other interactive platforms (collectively, the "Additional Materials").

5. I will be available and will participate as, when and where Producer may require during the Exclusivity Period (as defined below) in connection with promotion, marketing, advertising, publicity, interviews and similar matters, including, without limitation: (a) a reasonable number of appearances at press and media events (e.g., TCA, NATPE, NCTA) for promotion of the Program; (b) a reasonable number of print, radio, and television interviews with both national and local media; (c) participation in still photography sessions (including but not limited to gallery and promotional shoots) both on and off the set/location; (d) satellite media tours; (e) promotional screenings; and (f) a reasonable number of other public or non-performing personal appearances before non-paying audiences as may be requested. I will also participate personal promotion of the Program, including, without limitation, in on-line, digital and mobile promotional activities including, without limitation, original Facebook posts, "tweets", blogs, v-logs, video diaries, webisodes and mobisodes on my personal social media accounts and social media accounts related to the Program (as requested by Company). Note that all such materials may be written and/or maintained by me as instructed by Producer but subject to Producer's right to edit and/or otherwise approve all elements thereof.

6. I acknowledge and understand that taping of the Program is presently set to take place at various locations in or around Los Angeles, CA but may take place at other locations as Producer may designate, and that, to the extent that I have the right to grant access to such locations where I will be present in the course of my life (including, without limitation, my residence and place of business), I hereby grant Producer the right to enter and occupy such locations, and place cameras, temporary structures and other recording devices therein for the purpose of capturing portions of the Materials and I shall execute Producer's standard location agreement in connection therewith. If I do not have control over the areas in which Producer wishes to place such cameras or recording devices, I will use my best efforts to assist Producer in securing the permission of the owner to allow Producer to place recording devices in such location.

7. Producer shall be the exclusive owner of the Materials and all results and proceeds of my appearance hereunder. Producer shall have no obligation to use the Materials in connection with the Program. Producer may delete or edit or change or rearrange any or all of the Materials in any manner whatsoever. Nothing contained in this Release shall grant, transfer or convey any right or interest to me in or to the Materials, or any film, stock, negative, disc, element, tape or other material of any kind or nature whatsoever relating to the Program. No security interest, lien or other encumbrance shall be granted in any property of Producer in favor of me pursuant to this Release.

8. I hereby represent and warrant: (a) any statements made by me during my appearance are true and will not violate or infringe upon the rights of any third party; (b) I am not, and will not be, as of the date of broadcast, a legally qualified candidate for any public office within the meaning of Section 315(a) of the Communications

Act of 1934, as amended; (c) I understand that my appearance in the Program is not employment and not a performance and the Program is not subject to any guild or union agreement; (d) I did not give or agree to give anything of value to anyone associated with the Program; (e) I am at least 18 years old as of the date hereof and if I am not, my parent or guardian shall sign the parental consent agreement, attached hereto and made a part hereof, if applicable; (f) I understand that payments for personal televised appearances and failure to disclose any such payments may constitute a federal crime unless disclosed to Producer prior to broadcast; and (g) I have not engaged and shall not engage in conduct violating Federal, state or local law(s) and have not committed any act or acts of moral turpitude which might violate community standards of Company's viewers and advertisers in the United States and, if publicly revealed, would result in widespread public disrepute for me, Producer, Company and/or its sponsors or subject them to scandal or ridicule. I agree to indemnify Producer, sponsors, and broadcasters of the Program from any and all liability, judgments, claims, losses and expenses (including reasonable attorney's fees) in connection with any representation or agreement made by me hereunder.

9. I acknowledge and agree that any and all information disclosed to or obtained by me concerning or relating to the Program, including but not limited to the premise, concept, and outcome of the Program, the nature of certain Program events, activities, and my appearance in the Program, (collectively, the "Confidential Information"), shall be strictly confidential, and I hereby agree not to disclose any such Confidential Information to any individual or entity. I acknowledge and agree that disclosure of such Confidential Information is in violation of this Release and shall constitute a material breach, causing Producer irreparable injury, and Producer shall have the right to utilize all available remedies in law or equity, including both financial and injunctive relief, to seek retribution for any breach or alleged breach hereunder. I expressly agree that Producer shall be entitled to any and all relief available as reasonable compensation for the significant harm which will be incurred as a result of any such disclosure and/or breach of this Release.

10. I agree, for the period commencing with the effective date of this Release and continuing through and including one (1) year after the initial exhibition of the final episode of the Program (the "Exclusivity Period"), that my participation hereunder will be exclusive to Producer in all television and digital programming service (including, but not limited to, any broadcast channel or network, cable and/or digital network or programming service, as well as any digital or Internet brand extensions of any television outlets). Without limiting the foregoing, I may appear: (a) in any televised athletic event; (b) as a non-regular guest on sports, news, talk and variety shows; and (c), subject to Producer's prior written consent, in connection with infomercials and commercials.

11. I understand that in and in connection with the Program, I may reveal or relate, and other parties (including, without limitation, other participants, the Producer, the host of the Program (if any), and Network) may reveal or relate information about me of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others participating in the Program may be embarrassing or of an otherwise unfavorable nature that may be factual or fictional. I further understand that my appearance, depiction, and portrayal in and in connection with the Program or otherwise, and my actions and the actions of others displayed in and in connection with the Program or otherwise, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light. I further understand that any information regarding me that Producer may disclose during the Program may be more or less favorable than similar information disclosed by Producer regarding other participants. I acknowledge and agree that Producer, Network, and any entity that sponsors, advertises in, exhibits or otherwise exploits the Materials, the Program or any other production, and any of their licensees, successors and assigns, shall have the right (but not the obligation): (a) to include any such information and any such appearance, depiction, portrayal, actions and statements in the Program or in any other exhibition or exploitation of the Materials, and in any and all advertisements and (b) to exhibit, broadcast and otherwise exploit the Materials, the Program, and any advertisements containing any such information and any such appearance, depiction, portrayal or actions. I understand and acknowledge that, while such conduct might otherwise constitute an actionable tort, I have freely and knowingly consented to such conduct. The waivers, releases and indemnities in this Release and any other agreement that I have executed or that I may execute in connection with the Program and any other production expressly apply to any such inclusion and exploitation.

12. As between Producer, on the one hand and me, on the other hand, Producer shall have all creative, financial, business, distribution and other approvals and controls in connection with the Program.

13. I hereby unconditionally and irrevocably release and forever discharge Producer, any network and/or any other distributor exhibiting the Program, and each of their respective parent, subsidiary, related and affiliated entities, licensees, successors and assigns, sponsors and advertisers of each of the foregoing, and each of the foregoing parties' employees, agents, officers, directors, shareholders, members, contractors, partners and representatives, and any other participant in the Program (collectively, the "Producer Parties") from and against any and all claims, demands, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of or in connection with the Program and/or Materials, including, without limitation, all claims based on negligence or any other tortious act, invasion of privacy, right of publicity, unauthorized use of name or likeness, infliction of emotional distress, wrongful death, personal injury, trespass, defamation (including libel and slander), copyright infringement, moral rights, breach of confidentiality, and/or any other personal or property interests or rights, or any cause of action or claim arising out of production, distribution, broadcast, exploitation or exhibition of the Program, and any ancillary and subsidiary uses of the Program, the Materials, and/or any portion thereof.

14. I acknowledge that there is a possibility that subsequent to the execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed, and which if known by me at that time may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, and the release contained in the preceding subparagraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, the release(s) contained herein shall constitute a full release in accordance with its/their terms. I knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this Release and without such waiver Producer would not have accepted this Release or my participation in the Program.

15. All disputes arising out of or relating in any way to this Release (including the agreement to arbitrate), shall be determined in accordance with internal, substantive laws of the State of California, and submitted to confidential binding arbitration in Los Angeles County, California under the provisions of JAMS before an arbitrator who is either: (i) experienced in the entertainment industry and licensed to practice law in CA, or (ii) a retired Judge. ANY ARBITRATION AWARD WITH RESPECT TO A DISPUTE SHALL BE FINAL AND BINDING UPON THE PARTIES TO SUCH DISPUTE. JUDGMENT UPON AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE RELEVANT PARTY TO THE APPLICABLE DISPUTE OR ITS ASSETS. Notwithstanding anything contained herein, to the extent required by law, the parties to a dispute agree that solely with respect to the arbitration of any federal or state claim brought by me that arises from unwaivable public rights, whether statutory or non-statutory, the following shall apply: (i) the arbitrator may award any remedy that would otherwise have been available in court; (ii) the parties to the dispute shall be permitted discovery adequate to secure the necessary information to present such claim or defend against such claim; and (iii) Producer shall pay all types of costs that are unique to arbitration.

16. I acknowledge that my rights and remedies in the event of a breach of this Release by Producer or any other act or omission giving rise to Producer's liability shall be limited to the right, if any, to recover money damages in an action at law, and in no event shall I be entitled to seek or obtain any equitable remedy, including,

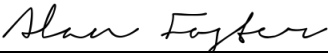
without limitation, terminating my obligations hereunder, rescinding this Release or any rights granted to Producer hereunder, or enjoining or restraining the use, distribution or exploitation of the Program or Materials.

17. Producer may assign to any person or entity all or any portion of this Release, the results and proceeds of my participation in the Program, and Producer's rights hereunder, in which event Producer shall remain secondarily liable for all of its obligations so assigned, except, however, that Producer shall have no further liability for any such obligations which are assumed in writing by any of Producer's parent, subsidiary or affiliated companies or by any person or entity succeeding to all or substantially all of its assets or by any so-called "major" or "mini-major" studio, distributor or television network. I acknowledge and agree that neither this Release (in whole or in part) nor any of my rights or obligations hereunder may be assigned, licensed, delegated, lent or otherwise transferred by me to any third party.

18. This Release constitutes the entire understanding and agreement of the parties, and supersedes all prior understandings, whether written or oral. Should any provision of this Release be void or unenforceable, such provision shall be deemed omitted, and this Release with such provision omitted shall remain in full force and effect. This Release shall be interpreted in accordance with the laws of the State of California. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of California, County of Los Angeles, U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this Release. I agree that Producer may license, assign and otherwise transfer this Release and all rights granted by me to Producer under this Release to any person or entity.

ACCEPTED, ACKNOWLEDGED AND AGREED:

Crosswalk Productions, LLC



Alan Foster
Date: 07/12/2017

By: _____
Its: Authorized Representative

07/12/2017