

**Submission Date: 3/12/2024**

### **1. JAMS Local Center**

JAMS resolution center      Requested Hearing Location

Los Angeles, California

### **2. Rules & Fees**

Arbitration Rules

JAMS Employment Arbitration Rules and Procedures

Filing & Submission Fees

☉ If the parties' agreement calls for Respondent to pay the full filing fee, no payment is required at this time .

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### **3.Claimant(s)**

1.Michael Kassan

### **Claimant Representatives**

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#### 4. Respondent(s)

#### Respondent Representatives

1.  
United Talent Agency, LLC  
9336 Civic Center Drive  
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stefanie.liquori@unitedtalent.com

2. Jeremy Zimmer  
  
zimmerj@unitedtalent.com

3. David Anderson  
  
andersond@unitedtalent.com

4. Julian Jacobs  
  
jacobsj@unitedtalent.com

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#### 5. Nature of Dispute

1. Breach of Contract 2. Breach of the Covenant of Good Faith and Fair Dealing 3. Fraud in the Inducement 4. Declaratory Relief Please see attached Demand in Arbitration for additional information on the above referenced claims.

Amount in Controversy \$

- [Exhibit 2 - Handshake Email.pdf](#) Exhibits
  - [Exhibit 1 - PSA.pdf](#) Exhibits
  - [Exhibit 3 - Kassan March 6 Letter.pdf](#) Exhibits
  - [Exhibit 4 - Kassan March 8 Response.pdf](#) Exhibits
  - [Kassan v. Zimmer.pdf](#) Claims/Responses/Counterclaims
- 

#### 6. Agreement

Please see attached agreement.

- [Arbitration Agreement.pdf](#) Exhibits
-

## 7. Consumer & Employment

- NO, this is not a CONSUMER ARBITRATION
  - More than \$250,000
- 

## 8. Submission information

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16 **JAMS MEDIATION SERVICES**

17 MICHAEL E. KASSAN, an individual,

18 Claimant,

19 vs.

20 UNITED TALENT AGENCY, LLC; JEREMY  
21 ZIMMER, an individual; DAVID  
22 ANDERSON, an individual; JULIAN  
23 JACOBS, an individual,

24 Respondents.

Case No.:

**CLAIMANT MICHAEL E. KASSAN'S  
COMPLAINT AND DEMAND FOR  
DAMAGES AND OTHER RELIEF:**

1. Breach of Contract
2. Breach of the Covenant of Good Faith and Fair Dealing
3. Fraud in the Inducement
4. Declaratory Relief

1 Claimant MICHAEL E. KASSAN (“Kassan”) alleges against Respondent UNITED  
2 TALENT AGENCY, LLC (“UTA”), Respondent JEREMY ZIMMER (“Zimmer”), Respondent  
3 DAVID ANDERSON (“Anderson”), and Respondent JULIAN JACOBS (“Jacobs”) (collectively,  
4 “Respondents”) as follows:

5 **PARTIES**

6 1. Michael E. Kassan is, and at all times relevant to this action has been, an individual  
7 residing in the County of Los Angeles, State of California.

8 2. Respondent United Talent Agency, LLC (“UTA”), is, and at all times relevant to this  
9 action has been, a corporation organized under the laws of Delaware and doing business in the States  
10 of California and New York. UTA is a global talent agency representing artists, athletes, and other  
11 entertainment industry professionals, and is located at 9336 Civic Center Dr., Beverly Hills,  
12 California 90210.

13 3. Respondent Jeremy Zimmer, is, and at all times relevant to this action has been, an  
14 individual residing in the County of Los Angeles, State of California. Zimmer is the Chief Executive  
15 Officer (“CEO”) of UTA.

16 4. Respondent David Anderson, is, and at all times relevant to this action has been, an  
17 individual residing in the County of Los Angeles, State of California. Anderson is a Partner and Co-  
18 Head of UTA Entertainment Culture and Marketing.

19 5. Respondent Julian Jacobs is, and at all times relevant to this action has been, an  
20 individual residing in the County of Los Angeles, State of California. Jacobs is a Partner and Co-  
21 Head of UTA Entertainment Culture and Marketing, leading UTA’s New York office.

22 6. Kassan is informed and believes, and based thereon alleges, that, at all times relevant  
23 hereto, each of the Respondents were acting as the employee, agent, partner, joint venturer, servant  
24 and/or representative of each of the remaining Respondents, and were acting within the course and  
25 scope of said agency and/or employment. Kassan is further informed and believes, and based thereon  
26 alleges, that the acts and conduct herein alleged of each of the Respondents were known to, authorized  
27 by, and ratified by each of the other Respondents, and that each of the Respondents is therefore jointly  
28 and severally liable to Kassan.



1 *Kassan had already resigned* – was based on Kassan’s marketing spend and charitable giving which  
2 UTA alleged was too high and inappropriate. For example, Zimmer complained that Kassan’s use of  
3 private aviation was not approved, but Zimmer (and his wife) were on the very plane rides (there  
4 were numerous) for which he tried to manufacture “Cause.” In addition, UTA partners did not hesitate  
5 to ask Kassan for a “ride” for themselves or UTA clients, thereby rendering Zimmer’s complaints  
6 about spend *per se* bad faith and frivolous. Furthermore, Zimmer rejected MediaLink’s charitable  
7 contributions to organizations such as Big Brothers Big Sisters of America, Project Healthy Minds,  
8 Red Nose Day/Comic Relief, among others, despite MediaLink’s long standing “past practices” of  
9 supporting charitable causes. Zimmer’s actions were so obviously in conflict with the PSA and  
10 negotiation documents that Kassan openly referred to them as “pretextual.”

11 5. Nonetheless, there is a fundamental flaw in Respondents’ secret scheme, which is that  
12 Kassan’s business was not just *consistently profitable*, but during the entire time UTA owned  
13 MediaLink, Kassan *increased* its top and bottom-line revenues and profits. The reason for Kassan’s  
14 driving MediaLink to financial success is that, above all, he prioritized building a community among  
15 his clients and employees. What Zimmer has never accepted is that Kassan’s business development  
16 style requires a significant budget and special expenses in exchange for creating a platform for the  
17 MediaLink community to generate value.

18 6. Kassan is so well-known and transparent about his level of spending that Zimmer  
19 would often comment about how Kassan “rolls.” The genesis of Zimmer’s comment about how  
20 Kassan “rolls” is from a pre-closing conversation Kassan specifically requested with Zimmer  
21 confirming the level of “spend” that he would be enabled to incur to avoid this very situation. Zimmer  
22 acknowledged and then agreed to how Kassan “rolls.”

23 7. Kassan uses a sizeable “Special Expenses” budget to create new business  
24 opportunities for MediaLink, and his approach works. When Ascential Group Limited (“Ascential”)  
25 acquired MediaLink in 2017, it was specifically negotiated that Kassan would *require* a sizeable  
26 *special* expense budget. Accordingly, in Kassan’s agreement, Ascential provided him with a  
27 \$1,500,000 discretionary spend paid upfront each year to “MEK, Inc.” (which stands for Michael Eli  
28 Kassan) to net him \$950,000 after taxes. Ascential and Kassan enjoyed a profitable and mutually

1 rewarding business relationship, one that exists today, even following the sale of MediaLink to UTA.

2           8.       In 2021, UTA and Ascential entered into an agreement to purchase MediaLink.  
3 However, the purchase required Kassan to continue as MediaLink’s CEO and Chairman, making  
4 Kassan’s consent imperative. As an express condition to Kassan’s accepting UTA’s offer, he stated  
5 – *in writing* – that his marketing allowance must continue per “past practices.” UTA agreed, and in  
6 Kassan’s contract, UTA created an expense category called “Special Expenses” pursuant to “past  
7 practices.” The Special Expenses were to cover Kassan’s “special” spending and was the same  
8 amount allocated in the Ascential deal – a net \$950,000. In fact, just as when MediaLink was owned  
9 by Ascential, all of Kassan’s Special Expenses were paid to MEK, Inc., and it continued the same  
10 way to specifically be consistent with “past practices,” per the PSA. Absent inclusion of this term,  
11 Kassan would not have agreed to the deal with UTA. What Kassan did not know is that UTA and  
12 Zimmer never had the intention of living up to this contractual promise.

13           9.       After this acquisition was complete, Respondents began to backtrack on the promises  
14 they made to Kassan.

15           10.       Zimmer began to prioritize cutting costs, informing Kassan that portions of his  
16 contractually agreed-upon budget would be eliminated. In addition, UTA told Kassan that its  
17 profitable executive search business must be shuttered for the benefit of another UTA company, and  
18 that MediaLink had to provide drastically discounted services to UTA clients, all at the expense of  
19 MediaLink.

20           11.       In addition, Zimmer did not follow through on the contractual obligation that UTA  
21 Marketing would report to Kassan. Instead, shortly after Kassan agreed to the deal and was in place  
22 to oversee day-to-day operations of UTA Marketing, Zimmer instead quickly promoted Anderson  
23 and Jacobs, naming them both “Partners” at UTA *in exchange for their complicity in UTA’s scheme*  
24 to induce Kassan to agree to the UTA and Ascential transaction.

25           12.       In addition, Zimmer then conducted a sham audit of Kassan’s spending to fabricate a  
26 justification specifically to reduce the Special Expenses budget Kassan had been promised in his  
27 PSA.

28           13.       However, as it turned out, Kassan actually even spent *less* than his allocated special



1 expenses of \$950,000 a year.

2 14. Upon information and belief, Zimmer's audit was no more than a fabricated pretext  
3 due to a personal dispute about how to best run MediaLink's business.

4 15. Upon information and belief, Respondents Anderson and Jacobs aided and abetted  
5 Zimmer's fraudulent conduct at every turn, including acting to prevent Kassan from assuming his  
6 contractually promised supervisory roles under the parties' contractual agreement and impairing his  
7 ability to realize his Earnout.

8 16. Because of Respondents' devious conduct and breach of their contractual obligations  
9 to Kassan, Kassan seeks relief in this Demand for Arbitration. By and through his claims, Kassan  
10 seeks to recover for the damages and harm caused by Respondents' misconduct, misrepresentations,  
11 and, at a minimum, reckless disregard.

12 **JURISDICTION AND VENUE**

13 17. Kassan and UTA entered into the PSA, dated as of December 15, 2021. A true and  
14 correct copy of the PSA is attached hereto as Exhibit 1.

15 18. The PSA contains an arbitration provision. Section 15 states:

16 Governing Law; Submission to Jurisdiction. This Agreement shall be  
17 governed by and construed in accordance with the laws of the State of New  
18 York, without regard to choice-of-laws or conflict-of-laws provisions  
19 thereof. Subject to the Arbitration Terms (as defined below) each of the  
20 Parties hereby irrevocably submits to the exclusive jurisdiction of the  
21 Superior Court sitting in the County of Los Angeles and the United States  
22 District Court for the Central District of California.

23 19. This dispute arises from and respects the PSA.

24 **FACTUAL ALLEGATIONS**

25 20. In 2003, Kassan founded MediaLink, a strategic advisory firm in media and  
26 marketing, with the goal of building a community connecting the advertising, marketing, content, and  
27 sales industries through technology.

28 21. It was Kassan's belief that by building a community that meets at the intersection of  
media, technology, and marketing that an advisory firm could deliver a more robust approach for  
clients, and in turn, create greater value for everyone in the community. Of course, seeking to build

1 a community takes significant capital. Since its beginnings, MediaLink’s capital came solely from  
 2 Kassan, as he did not accept outside investors. As his vision of building a community became a  
 3 reality, he was consistently approached by investors and other companies to be acquired.

4 22. In 2017, Ascential, a public media company based in London, England, approached  
 5 Kassan. Its CEO (Duncan Painter) and Kassan became friends and Kassan agreed to Ascential  
 6 acquiring MediaLink, thereby expanding MediaLink’s global influence.

7 23. In or around September 2021, Ascential, UTA and Kassan engaged in the possibility  
 8 of UTA purchasing MediaLink.

9 24. On December 15, 2021, UTA and Ascential executed a Purchase and Sale Agreement  
 10 (“Purchase Agreement”) through which UTA acquired all the equity and interests of MediaLink and  
 11 certain assets and liabilities relating to its business.

12 25. In negotiations, Kassan, being *open and transparent*, told UTA – *in writing* – that his  
 13 practice while at Ascential was for MEK, Inc. to receive \$1,500,000 prepaid every year, netting him  
 14 \$950,000 (post tax) to spend as he deemed fit. Furthermore, in response to UTA’s proposal to Kassan  
 15 that he be limited to just ordinary business expenses, on December 6, 2021, Kassan wrote back in an  
 16 “Issues List” as follows:

No.	Agreement Draft (Clause) (Page)	Issue classification and descriptions of relevant issue.	STATUS	M&R Comments / Responses
1.	2(a)	Terms of Services; Position and Responsibilities	OPEN ISSUE	The standard should be <b>historical business practices....</b>
12.	3(f)(g)	Fringe Benefits Travel/Reimbursement/Vacation/ PTO policies	OPEN ISSUE	These policies <b>cannot</b> apply to Kassan (hence the “historical business practices” above (such as <b>car payments, etc.</b> ). <b>Kassan cannot abide by them...</b>
13.	FN15	Special Expenses  \$950,000 allocation	OPEN ISSUE	This issue is that Kassan can allocate (or reserve) for the \$950,000 special expenses, but it does

			<p>not count against EBITDA unless deployed. Stated another way, <b>current practice is that \$1,500,000 is prepaid to MEK, Inc. (to net \$950,000).</b> Here, it is to be \$950,000 prepaid in January and if not all used, any unused portion can be returned to Media Link.</p>
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26. In response, UTA agreed to the “Special Expenses” consistent with “past practices.”

27. Specifically, concurrently with the execution of the Purchase Agreement, Kassan, MediaLink, and UTA entered into the PSA, setting forth the rights and obligations of each of the parties in light of the acquisition. The PSA operated as “a condition and *material inducement* to enter into and consummate the Purchase Agreement.” (emphasis added). A material inducement was that Kassan would be provided his \$950,000 of “Special Expenses.”

28. Under the terms of the PSA, Kassan was to serve as Chairman and CEO of MediaLink, a Partner of UTA, and an Advisor to the UTA Board of Directors and Managing Directors. In these roles, Kassan was granted “the authority, autonomy, discretion and responsibility to manage the *long-term strategy, day-to-day operations and Staff of the Company and UTA Marketing...*” (emphasis added). Consistent with this provision, co-heads of UTA Marketing, Anderson and Jacobs, were to report directly to Kassan per the PSA.

29. The PSA contemplated that, in connection with Kassan’s performance of his duties and obligations, he would incur certain business expenses. Section 3(h) provided that UTA:

“shall reimburse [Kassan] for all such reasonable out-of-pocket business expenses upon presentation of appropriate documentation in accordance with UTA’s rules and regulations ... Nothing in this Section 3(h) is intended to require UTA’s prior approval of any commercially reasonable business expenses incurred by [Kassan], so long as such commercially reasonable business expenses are consistent with the applicable annual Company budget *and the past business practices of the Company.*” (emphasis added).

1  
2 30. In addition to ordinary business expenses, UTA recognized that Kassan would incur  
3 substantial travel and entertainment expenses. Accordingly, Section 3(i) was specifically drafted to  
4 include a “Special Expenses” provision allocating finances as follows:

5 “(i) Special Expenses. During the Term, Executive *shall* be permitted to  
6 include in the annual Company budget of up to Nine Hundred Fifty  
7 Thousand Dollars (\$950,000) of special expenses *consistent with past*  
8 *Company practice*; provided, that the amount of such special expenses (if  
any) must conform to an annual budgeted EBITDA that does not exceed the  
applicable Annual Target EBITDA for such year ...” (emphasis added).

9 31. Unlike Section 3(h), Section 3(i) does *not* include any approval process, nor contain  
10 a limitation or reference to “business” expenses because as expressly set forth in the Issues List and  
11 agreed upon by the parties, Special Expenses were a separate group of expenses that Kassan could  
12 use as he saw fit (otherwise, there would be nothing “special” about the expenses and no need for  
13 the provision). Hence, the parties intentionally omitted “business” expenses from the definition of  
14 “Special Expenses.”

15 32. Kassan and UTA agreed that Kassan would have up to \$950,000 of “Special  
16 Expenses.” As contractually agreed, Kassan utilized some, but not all, of his Special Expenses. As  
17 Kassan would use his contractually approved and allocated Special Expenses, Zimmer would  
18 complain about the Special Expenses.

19 **Zimmer Refuses to Integrate MediaLink, Secretly Tells UTA Marketing to Ignore**  
20 **Kassan, and Creates a Hostile Work Environment**

21 33. Post-close of the MediaLink acquisition, Kassan discovered that Zimmer made a  
22 deal with Andersen and Jacobs and told them that despite the express terms of Kassan’s PSA, they  
23 could ignore him and their obligation to report to Kassan, and in exchange, Zimmer then made them  
24 “Partners” at UTA after the deal was signed. Further, despite Zimmer stating that Kassan would be  
25 listed on the UTA website as an “advisor,” and Kassan could rely on Zimmer’s “handshake,”  
26 Kassan learned that Zimmer’s handshake was worth nothing.<sup>1</sup> Furthermore, Zimmer did not  
27

28 <sup>1</sup> A copy of the email confirming Zimmer’s “handshake” is attached hereto as Exhibit 2. Kassan has never been listed  
on the UTA website as such.

1 integrate MediaLink into the UTA family of companies, nor did it send any material business  
2 opportunities to MediaLink. Nonetheless, Kassan still delivered millions of dollars of revenue to  
3 UTA, as he said he could and would do.

4 34. Despite Kassan’s stellar performance of year over year top and bottom-line revenue  
5 and profit increases, it became increasingly difficult for Kassan to work with Zimmer, as Zimmer  
6 would tell Kassan to just “raise prices” on clients to increase EBITDA.

7 35. Zimmer directed MediaLink’s Los Angeles offices to be moved twice without  
8 consultation or discussion with Kassan, in direct breach of Section 2(a) of the PSA.

9 36. Furthermore, MediaLink has a robust New York office of approximately 70  
10 employees. However, the MediaLink offices only have 14 seats available for all 70 employees,  
11 thereby making it difficult to grow the office and have all the employees work in the office at the  
12 same time. Kassan repeatedly attempted to have Zimmer expand the New York office, but he  
13 refused to do so.

14 37. During 2022, the relationship between Zimmer and Kassan became difficult and  
15 untenable. To make matters worse, Zimmer then began to attack Kassan for utilizing his “Special  
16 Expenses” and manufactured an obvious pretextual argument that “Special Expenses” did not mean  
17 “Special” and were to be treated as just “Expenses,” thereby effectively eliminating this contractual  
18 provision Kassan specifically negotiated. In fact, in 2024, Zimmer had sent to Kassan a “New  
19 Expenses Protocols” memorandum (“Expense Memo”) in direct violation of Kassan’s PSA that  
20 eliminated Special Expenses based on UTA’s bogus position that it was too difficult to track the  
21 Special Expenses for tax reporting purposes. In an effort to salvage the business relationship,  
22 Kassan provided a response to the Expense Memo that he would agree to *amend* his PSA, but only  
23 if his base compensation was increased by \$1,500,000 to net back to \$950,000 and remain  
24 consistent with the very contract he had dating back to Ascential.

25 38. Zimmer/UTA refused to honor Kassan’s PSA.

26 39. Zimmer continued with his intimidation-style of “leadership” and repeatedly  
27 threatened Kassan that he would expose Kassan’s Special Expenses spending and make it  
28 “uncomfortable” for Kassan *and his family* by painting a false picture in the press of Kassan incurring

1 unapproved expenses. Furthermore, Zimmer stated he would embarrass Kassan with the “jarring”  
2 Special Expenses – *even though the Special Expenses were contractually agreed upon ahead of the*  
3 *closing and was a material reason why Kassan ever agreed to make the deal in the first place.* Despite  
4 Zimmer’s extortion-like tactics, Kassan refused to acquiesce to frivolous allegations knowing that the  
5 press would (and probably will) report on this dispute and Zimmer will likely engage in a “character  
6 campaign” against Kassan. Rather, assuming Zimmer will do so, Kassan intends on using any such  
7 “character campaign” as a basis for punitive damages at trial.

8 **Kassan Exercises His Right to Terminate the PSA for “Good Reason”**

9 40. Following a breakdown in the parties’ PSA amendment negotiations, on March 6,  
10 2024, Kassan provided Notice of Termination for “Good Reason.” Stated another way, Kassan  
11 provided *Notice to Terminate his PSA and resign.*<sup>2</sup> As set forth in Section 4(v) of the PSA, in the  
12 event of Kassan’s exercise of his right to terminate for Good Reason, Kassan “in his sole discretion”  
13 could elect to waive his nearly \$10,000,000 severance payment, and in exchange would be relieved  
14 of the restrictive covenants under Section 6 of the PSA (*e.g.*, the Non-Compete provisions).

15 41. Section 4(e)(iii) of the PSA provides, in relevant part, that Kassan may invoke his  
16 right to terminate the PSA for “Good Reason” upon the occurrence of any of the following events:

17 “(B) material diminution or adverse change in Executive’s title, duties,  
18 authorities, reporting lines or responsibilities (other than temporarily while  
physically or mentally incapacitated or as required by applicable Law);

19 ...

20 (D) UTA’s intentional or knowing failure to operate the Company’s  
business in accordance with the then-current Company budget;

21 (E) UTA intentionally operating the business, or failing to operate the  
22 business, of the Company in a manner intended to avoid or reduce any Earn-  
Out Payment, or

23 (F) any other material breach of this Agreement by the Company or UTA.”

24 42. UTA has violated several provisions of the PSA, warranting Kassan’s invocation of  
25 his right to terminate for Good Reason:

26 a. Section 2(a) of the PSA expressly provides that UTA Marketing is to report to  
27

28 \_\_\_\_\_  
<sup>2</sup> A copy of Kassan’s March 6, 2024 letter providing Notice to Terminate his PSA for Good Reason is attached hereto as Exhibit 3.

1 Kassan. Zimmer told Marketing co-heads Anderson and Jacobs that they do not need  
2 to report to Kassan, directly contravening the PSA and diminishing Kassan’s  
3 authorities, reporting lines, and responsibilities in violation of Sections 2(a) and  
4 4(e)(iii)(B). In addition, UTA recently announced its acquisition of JUV Consulting,  
5 which will report to UTA Marketing. Kassan was not included in any of these  
6 discussions, let alone provided the opportunity to assess the impact of its acquisition  
7 on MediaLink and UTA Marketing. Moreover, upon information and belief, JUV  
8 Consulting employees will be reporting to Anderson and Jacobs, meaning the JUV  
9 Consulting acquisition also falls under Kassan’s supervision pursuant to Section 2(a).

10 b. Kassan specifically negotiated for “Special Expenses” in the PSA as reflected  
11 in Section 3(i). UTA agreed and expressly provided that such expenses were to be  
12 made at Kassan’s complete discretion for use in his endeavors to market and/or  
13 otherwise incur for the direct or indirect benefit of MediaLink. UTA notified Kassan  
14 that it *unilaterally* eliminated the “Special Expenses” from the PSA, thereby adversely  
15 affecting Kassan’s “authorities” and “responsibilities” as described in Section 2(a) and  
16 failing to operate the Company’s business in accordance with the then-current  
17 Company budget in violation of Section 4(e)(iii)(D).

18 c. Through its actions associated with UTA Marketing, JUV Consulting, and the  
19 New Expenses Protocol, UTA not only violated Section 2(a) of the PSA, but also  
20 impaired MediaLink’s ability to achieve its Earn-Out Payment. UTA has eliminated  
21 and reduced the spending associated with Kassan’s generation of revenue for  
22 MediaLink even though his charitable, travel, and entertainment spending was fully  
23 disclosed, negotiated, and known during diligence. These actions, consequently, will  
24 negatively impact MediaLink’s EBITDA, and in turn, violate Section 4(e)(iii)(E).

25 43. In addition to invoking his right to terminate and resign, Kassan elected his right under  
26 Section 4(c)(v) providing that Kassan “may elect, *in his sole discretion*, to forego the payments  
27 described in this Section 4(c) [accrued benefits and severance]” so that he would “no longer be bound  
28 by any obligations contained within Section 6 of this Agreement [entitled ‘Restrictive Covenants’]

1 or any similar obligations ...” (Emphasis added). Kassan elected to forego a nearly **\$10,000,000**  
2 **severance payment** so that he could leave Zimmer, a man he could no longer trust given his behavior  
3 and broken promises, to continue on with his passion for providing advisory work to his clients.

4 **UTA Attempts to Frivolously Terminate Kassan for Cause**

5 44. Just one day *after* Kassan’s invocation of his right to terminate and resign, UTA issued  
6 a retaliatory letter on March 7, 2024, purporting to terminate Kassan under Section 4(a) for “Cause.”  
7 UTA not just breached the PSA, but illegally retaliated against Kassan for invoking his legal right to  
8 resign. Zimmer’s attempt to terminate Kassan *after* Kassan had already resigned was a transparent  
9 attempt to try and block Kassan’s ability to compete with MediaLink, a right Kassan had in his “sole  
10 discretion” (Section 4(c)(v)).

11 45. UTA improperly alleged that Kassan’s conduct constituted “Cause” in that it  
12 amounted to:

13 “(x) willful misconduct or gross negligence in connection with the  
14 performance of [his] duties or responsibilities under the Contract causing,  
15 or substantially likely to cause, material (1) public disgrace and disrepute or  
16 (2) economic or financial injury to the Company, pursuant to clause (B) of  
17 Section 4(e) of the Contract;<sup>3</sup> and/or

18 (y) a material or willful breach of the terms and/or covenants of the Contract  
19 and/or material written UTA policies provided to [Kassan] causing, or  
20 substantially likely to cause, material (1) public disgrace and disrepute or  
21 (2) economic or financial injury to the Company, pursuant to clause (C) of  
22 Section 4(e) of the Contract.”

23 46. UTA’s letter purported to terminate Kassan’s services pursuant to Sections 4(e)(i)(B)  
24 and 4(e)(i)(C) of the PSA without notice and an opportunity to cure – *after Kassan had already*  
25 *provided Notice to Terminate his PSA*. The PSA, however, expressly provides that Kassan shall have  
26 twenty-one (21) days after written notice has been provided to cure any alleged breaches of Sections  
27 (B) and (C). UTA attempted to invoke a frivolous termination for one reason: to try and prevent  
28 Kassan from competing in exchange for waiving his nearly \$10,000,000 severance payment.

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<sup>3</sup> UTA has failed to articulate how any of the unfounded bases for Kassan’s termination could or have caused material:  
(i) public disgrace or disrepute given that UTA has repeatedly represented that no one other than Mr. Zimmer and a  
small handful of UTA executives know about the current dispute; or (ii) financial injury to the Company.



1 47. Moreover, the very nature of UTA’s purported “Cause” for attempting to terminate  
2 Kassan is strictly financial and curable. Any disputed expense reimbursements could be withdrawn,  
3 or alternatively, repaid – either of which is obviously feasible within a 21-day period.  
4

5 48. In response, Kassan wrote to UTA to (1) express his intent to take all necessary steps  
6 to preserve his rights as against the Company and the executives involved, individually, and (2) urge  
7 UTA and its employees to preserve all documents and electronically stored information in any way  
8 related to the events affiliated with this dispute.<sup>4</sup>

9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **BREACH OF CONTRACT**

12 **(Against UTA)**

13 49. Kassan incorporates, restates, and re-alleges the allegations contained in paragraphs 1  
14 through 48, inclusive, as though fully set forth herein.

15 50. Kassan and UTA entered into multiple agreements, including but not limited to the  
16 PSA and Purchase Agreement.

17 51. At all times, Kassan performed all conditions, covenants, and promises required of  
18 him in accordance with the agreement(s). To any extent Kassan has not performed, such non-  
19 performance is a result of or is excused by UTA’s breaches.

20 52. In breach of the agreement(s), UTA failed to carry out its duties to grant Mr. Kassan  
21 the opportunity to serve as an advisor of UTA and head the Marketing team, and it also announced  
22 that it will no longer provide the level of “Special Expenses” agreed to be allocated for Mr. Kassan’s  
23 client development practices.

24 53. As a direct and proximate result of UTA’s breach of the agreement(s), Kassan has and  
25 will continue to suffer damages, including monetary and nominal damages in an amount to be proven  
26 at Arbitration.

27 54. Kassan is entitled to and prays for an award of compensatory damages, disgorgement  
28

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<sup>4</sup> A copy of Kassan’s March 8, 2024 response to UTA is attached hereto as Exhibit 4.

1 of all profits, benefits, and other remunerations obtained by UTA from his breach of the agreement(s)  
2 of at least \$25,000,000 with a specific amount to be proven at Arbitration, but an amount in excess  
3 of the jurisdictional minimum of this Court.

4 **SECOND CAUSE OF ACTION**

5 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

6 **(Against Zimmer, Anderson, and Jacobs)**

7 55. Kassan incorporates by reference the allegations contained in paragraphs 1 through  
8 48, inclusive, as if fully set forth herein.

9 56. There is implied in every contract a covenant of good faith and fair dealing under  
10 which each party covenants not to do anything that would unfairly interfere with the right of any other  
11 party to receive the benefits of the contract.

12 57. Kassan entered into the agreement(s) with UTA on or about December 15, 2021.

13 58. Pursuant to the PSA, Kassan was the direct report for the UTA Marketing team's  
14 "long-term strategy" and overall business development.

15 59. Kassan has performed all conditions, covenants and promises required of him under  
16 the agreement(s).

17 60. Kassan reasonably expected that Zimmer, Anderson, and Jacobs would act fairly and  
18 in good faith and would protect his rights and interests in connection with Kassan's PSA.

19 61. Zimmer, Anderson, and Jacobs breached the implied covenant of good faith and fair  
20 dealing in all the ways alleged in this Demand for Arbitration. Zimmer, Anderson, and Jacobs did not  
21 act fairly or in good faith toward Kassan. Zimmer, Anderson, and Jacobs engaged in egregious acts  
22 of self-dealing that put their own interests over the rights and interests of Kassan in accordance with  
23 his contract with UTA. These acts included, but are not limited to, agreeing to a secret plan to never  
24 adhere to UTA Marketing reporting to Kassan, and in turn, impairing Kassan's ability to obtain his  
25 Earnout payments, among other things.

26 62. As a direct and proximate result of Zimmer, Anderson, and Jacobs's wrongful conduct  
27 which constitutes breach of the implied covenant of good faith and fair dealing, Kassan has sustained  
28 damages, and will continue to sustain damages, in an amount to be proven at Arbitration.

1 **THIRD CAUSE OF ACTION**

2 **FRAUD IN THE INDUCEMENT**

3 **(Against All Respondents)**

4 63. Kassan incorporates by reference the allegations contained in paragraphs 1 through  
5 48, inclusive, as if fully set forth herein.

6 64. Respondents made material misrepresentations to Kassan that he would have a  
7 contractual right to manage the “day-to-day operations” and “long-term strategy” of MediaLink and  
8 UTA Marketing, including, but not limited to, receiving direct reports from co-heads of UTA  
9 Marketing, Anderson and Jacobs.

10 65. Respondents knew of the falsity of these misrepresentations made to Kassan, as  
11 evidenced by (1) Zimmer’s promotion of Anderson and Jacobs to partnership roles immediately  
12 following UTA’s acquisition of MediaLink (and Anderson’s and Jacob’s admission of same), and  
13 (2) Anderson’s and Jacobs’s blatant disregard of the PSA’s provision requiring that they directly  
14 report to Kassan.

15 66. Respondents made these material misrepresentations with the intention of inducing  
16 Kassan to rely upon them in facilitating UTA’s acquisition of MediaLink.

17 67. Kassan justifiably relied upon Respondents’ misrepresentations.

18 68. As a direct and proximate result of Kassan’s reliance upon Respondents’  
19 misrepresentations, Kassan has sustained damages, and will continue to sustain damages, in an  
20 amount to be proven at Arbitration.

21 **FOURTH CAUSE OF ACTION**

22 **DECLARATORY RELIEF**

23 **(Against All Respondents)**

24 69. Kassan incorporates, restates, and re-alleges the allegations contained in paragraphs 1  
25 through 48, as though fully set forth herein.

26 70. A present and existing controversy exists between Respondents, on the one hand, and  
27 Kassan, on the other, about their respective rights and obligations under the agreement(s) and, in  
28 particular, the responsibilities and opportunities that should have been allocated to Kassan under the

1 terms of the agreement(s), as well as the amounts of Special Expenses moving forward.

2 71. Respondents have contested Kassan’s rights to handle expenses consistent with “Past  
3 Practices;” spend up to \$950,000 for “Special Expenses” as he deems fit; serve as advisor to the UTA  
4 Board of Directors and UTA Managing Directors, along with corresponding advisor titles, including  
5 on the Company website; and serve as the direct report for the UTA Marketing team.

6 72. The conflicting interests claimed by Respondents and Kassan are real and adverse,  
7 and the dispute over the parties’ rights and obligations under the agreement(s) is ripe for  
8 determination.

9 73. Through this claim, Kassan seeks declaratory relief and a declaration confirming the  
10 parties’ respective rights and obligations under the agreement(s).


11 **PRAYER FOR RELIEF**

12 WHEREFORE, Kassan prays for relief against the Respondents in this action as follows:

- 13 1. For monetary damages in the amount to be determined at Arbitration, but in no event  
14 less than \$25,000,000;
- 15 2. For punitive damages and/or exemplary damages in an amount according to proof  
16 sufficient to punish Respondents for their wrongdoing and to discourage them from such wrongful  
17 behavior in the future;
- 18 3. For recovery of attorney’s fees as provided by law, contract or statute;
- 19 4. For cost of suit herein; and
- 20 5. For such other and further relief as the Court may deem just and proper.

21  
22 **MICHELMAN & ROBINSON, LLP**

23  
24 Dated: March 12, 2024

25 By:   
26 SANFORD L. MICHELMAN  
27 LARA A.H. SHORTZ  
28 Attorneys for Claimant Michael E. Kassan

# **EXHIBIT 1**

**PARTNER SERVICES AGREEMENT**

This PARTNER SERVICES AGREEMENT (this “Agreement”) is made and entered into as of December 15, 2021 (the “Effective Date”), by and between Media Link, LLC, a California limited liability company (the “Company”), and United Talent Agency, LLC, a Delaware limited liability company (“UTA”), on the one hand, and Michael E. Kassan (“Executive”), on the other hand. The Company, UTA and Executive are each referred to herein as a “Party” and collectively referred to herein as the “Parties”. Except as otherwise defined herein, capitalized terms shall have their respective meanings as set forth in the Purchase Agreement (as defined below) attached hereto as Exhibit A.

WHEREAS, pursuant to the Purchase and Sale Agreement, dated as of the date hereof, by and between UTA and Ascential Group Limited (the “Purchase Agreement”), concurrently with the execution of this Agreement, UTA has directly or indirectly acquired all of the equity interests of the Company and certain assets and liabilities relating to its business;

WHEREAS, Executive is the founder, Chairman and Chief Executive Officer of the Company, and possesses valuable knowledge and skills which have contributed to the successful operation of the Company’s businesses and which are expected to contribute to the continued successful operation of the Company after the Closing;

WHEREAS, this Agreement is a condition and material inducement to enter into and consummate the Purchase Agreement, and the covenants herein are necessary to preserve the value and goodwill of the equity and assets being acquired directly or indirectly by UTA;

WHEREAS, in connection with and subject to the consummation of the Purchase Agreement, UTA and the Company, on the one hand, and Executive on the other hand, desire to enter into this Agreement, under which Executive will provide services to the Company and UTA on terms and subject to the conditions set forth in this Agreement, which shall supersede and negate as of the Closing any previous employment or services agreement or arrangement that Executive may have had with the Company or any of its affiliates (including, without limitation, that certain Employment Agreement, dated as of February 7, 2017, by and between Executive and the Company, and any amendments or modifications related thereto); and

NOW THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term of Services. Commencing on the Effective Date, and subject to and without limiting Section 2(b) hereof, Executive shall be engaged to provide full-time services to the Company for an initial term beginning on the Effective Date and ending on December 31, 2026 (the “Initial Term”). At any time prior to the expiration of the Initial Term, the Parties may, by mutual written agreement, extend Executive’s services under this Agreement for a period of two (2) years following the Initial Term or as otherwise agreed by the Parties (such extension, the “Renewal Term”). The Initial Term and the Renewal Term (if any) shall collectively be referred to herein as the “Term.” Notwithstanding the above, the Term shall end immediately upon the earlier termination of Executive’s services pursuant to Section 4 hereof. Following the Term,

any period of continued services shall be “at will,” meaning that either Executive or the Company may terminate such services at any time, with or without notice or cause. In the event that the Closing does not occur, this Agreement shall be null and void, ab initio.

2. Position and Responsibilities.

- (a) During the Term, Executive shall serve as and have a title consistent with his role as “Chairman and Chief Executive Officer, Media Link” as well as the title of a UTA “partner,” “advisor to the UTA Board of Directors” and “advisor to the UTA Managing Directors.” In these positions, Executive shall: (i) have the authority, autonomy, discretion and responsibility to manage the long-term strategy, day-to-day operations and staff of the Company and UTA Marketing, and oversee the financial affairs of the Company, consistent with and subject to the applicable annual Company budget mutually agreed upon by Executive and UTA (provided, that UTA shall approve the annual Company budget timely presented to it by Executive in accordance with UTA’s annual budget process if such budget is (x) consistent with the annual Company budgets of the immediately preceding five (5) fiscal years, and (y) consistent with the applicable Annual Target EBITDA), and (ii) serve as an advisor to the UTA Board of Directors (and to executive officers as the UTA Board of Directors may designate) and to the UTA Managing Directors, and shall be entitled to attend, in a non-voting observer capacity, meetings of the UTA Board of Directors unless UTA in its discretion requests Executive not to attend a meeting (you will receive reasonable advance notice of such meetings within a similar time frame as members of the UTA Board of Directors). The mutually agreed upon annual Company budget for fiscal year 2022 is attached hereto as Exhibit B (the “2022 Budget”). The parties understand that certain changes may be required (e.g., additional headcount, changes in benefits plans, additional software services, etc.) to reasonably and effectively operate the Company’s business that may result in additional costs. The parties will discuss such changes and corresponding cost increases in good faith, and if the parties reasonably agree that such increases are reasonably required to effectively operate the Company’s business, then such increases will be included in the 2022 Budget and reduce and included in the calculation of Media Link EBITDA. Executive shall report to, and be subject to the direction of, UTA’s Board of Directors and UTA’s Chief Executive Officer.
- (b) During the Term, except as otherwise provided herein, (i) Executive will devote Executive’s full business time, best efforts and skills to the performance of Executive’s duties hereunder, and (ii) Executive shall not perform services for any other Person (except for the benefit of the Company, UTA or any of their Affiliates or in the ordinary course of business, consistent with past practice) without the prior written consent of UTA’s Chief Executive Officer or engage in any activity which would materially interfere or conflict with the performance of Executive’s services hereunder or conflict with the provisions of Sections 5 or 6 of this Agreement. The foregoing shall not be construed as preventing Executive from (i) continuing in his current capacity as Chairman of Hudson Mx Inc., (ii) involvement in any non-employment and unpaid capacity for any community,

civic, educational, philanthropic or charitable group, or (iii) serving as a Board Member, Of Counsel and/or non-legal advisor to those companies listed on Schedule 1, provided, in each case, that such activities do not involve providing any legal advice and do not, individually or in the aggregate, materially interfere or conflict with the performance of Executive's duties hereunder or conflict with the provisions of Sections 5 or 6 of this Agreement (collectively, the "Permitted Activities"). From time to time, Executive may be offered equity or other forms of non-cash remuneration for serving on an advisory board or serving in a similar capacity in connection with the Permitted Activities (the "Non-Cash Remuneration"). In the event UTA desires to participate in the Non-Cash Remuneration, it shall be held in an entity jointly owned by Michael E. Kassan, Inc. ("MEK, Inc."), or another entity designated by Executive, on the one hand, and UTA, on the other, and the percentage allocation of Non-Cash Remuneration (if any) shall be determined by the parties in good faith on a case-by-case basis. In addition, any income received from Non-Cash Remuneration shall not be included in any earn-out or EBITDA calculations and shall not be subject to any cap or limitation in compensation or payment to Executive.

3. Compensation.

- (a) Base Compensation. During the Term, the Company shall pay Executive base compensation at an annual rate of Two Million Dollars (\$2,000,000) (the "Base Compensation"). The Base Compensation shall be paid to Executive on the Company's regular payroll dates in accordance with the Company's customary payroll practices. Executive acknowledges and agrees that Base Compensation paid to Executive with respect to the period from the Effective Date through December 31, 2026 shall be included in the calculation of the Media Link EBITDA (as defined below) for each fiscal year.
- (b) Discretionary Bonus. Executive shall be eligible to receive a discretionary bonus from the Company with respect to each calendar year during the Term, as determined by the Compensation Committee of UTA's Board of Directors, in its sole discretion. Executive acknowledges and agrees that any discretionary bonus paid to Executive during the Initial Term shall reduce the Media Link EBITDA each applicable fiscal year; provided, however, any such reduction of the Media Link EBITDA shall not apply for purposes of any calculation under Section 3(d) of this Agreement. Nothing in this Agreement obligates the Company (or UTA) to pay Executive a discretionary bonus and payment of a discretionary bonus in any year will not create any right, entitlement or expectation of a bonus in any subsequent year(s).
- (c) Transaction Bonus and Incentive Awards.
  - (i) Transaction Bonus. On the Closing Date, UTA will pay Executive a lump sum (with no withholding and the first sentence of Section 3(j) shall not apply) cash payment equal to Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the "Transaction Bonus") to MEK, Inc. For



avoidance of doubt, in no event shall the Transaction Bonus reduce the Total EBITDA.

- (ii) Profits Interests. On or around the date hereof, and subject to Executive's execution of the Class A Profits Units Award Agreement attached hereto as Exhibit C (the "Award Agreement"), Executive will be granted 28.26 UTA Class A Profits Units (as defined in the Fifth Amended and Restated Limited Liability Company Agreement of UTA, dated as of January 1, 2020 (as amended, the "UTA LLC Agreement")) pursuant to the terms of the UTA LLC Agreement and the Award Agreement, at the then applicable Baseline Value (as defined in the UTA LLC Agreement).
  
- (d) EBITDA Earn-Outs. Based upon the Total EBITDA (as defined below) amount each fiscal year, and subject to satisfaction of the conditions set forth in this Agreement, Executive shall receive an earn-out payment (each such payment, an "Earn-Out Payment") as set forth below.
  - (i) Annual Target Earn-Out. Executive shall receive an Earn-Out Payment of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Annual Target Earn-Out") for each fiscal year during the Earn-Out Period (as defined below) in which Total EBITDA is equal to or greater than the applicable Annual Target EBITDA (as defined below) for such fiscal year (i.e., up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) of Earn-Out Payments in the Initial Term). Executive shall not be entitled to any payment for the applicable fiscal year of the Earn-Out Period in which the EBITDA Shortfall Percentage (as defined below) is greater than ten percent (10%). However, in any fiscal year of the Earn-Out Period in which the EBITDA Shortfall Percentage is between one percent (1%) and ten percent (10%), the Annual Target Earn-Out shall be reduced by (A) five percent (5%) for each one EBITDA Shortfall Percentage point up to an EBITDA Shortfall Percentage of five percent (5%) and (B) ten percent (10%) for each one EBITDA Shortfall Percentage point greater than five percent (5%) and up to and including an EBITDA Shortfall Percentage of ten percent (10%) (the "EBITDA Shortfall Mechanism"). By way of illustration, an EBITDA Shortfall Percentage of five percent (5%) in any fiscal year of the Earn-Out Period results in a twenty-five percent (25%) reduction of the Annual Target Earn-Out, for an Earn-Out Payment of One Million One Hundred Twenty-Five Thousand Dollars (\$1,125,000) for such fiscal year; an EBITDA Shortfall Percentage of ten percent (10%) in any fiscal year of the Earn-Out Period results in a seventy-five percent (75%) reduction of the Annual Target Earn-Out, for an Earn-Out Payment of Three Hundred Seventy-Five Thousand Dollars (\$375,000) for such fiscal year.

Notwithstanding the foregoing, to the extent (x) the EBITDA Shortfall Percentage does not exceed ten percent (10%) in fiscal year 2026 and at least three (3) of the four (4) prior fiscal years of the Earn-Out Period and

(y) the sum of the Total EBITDA for each fiscal year of the Earn-Out Period is equal to or greater than the sum of the Annual Target EBITDA for each fiscal year of the Earn-Out Period on an aggregated calculation, Executive shall receive an Earn-Out Payment equal to Seven Million Five Hundred Thousand Dollars, *less* Earn-Out Payments previously earned and paid hereunder, in accordance with Section 3(d)(v) below; provided, that if such Earn-Out Payment exceeds Five Million Dollars (\$5,000,000), UTA shall pay Executive Five Million Dollars (\$5,000,000) within fifteen (15) days following the date on which the Earn-Out Statement for fiscal year 2026 becomes final and binding and any remaining portion of such Earn-Out Payment shall be paid within one (1) year following such date.

- (ii) Annual Stretch Target Earn-Out. In any fiscal year of the Earn-Out Period in which the EBITDA Excess Percentage (as defined below) is five percent (5%) or greater, Executive shall receive a non-cumulative Earn-Out Payment for each such fiscal year of either (A) Three Hundred Seventy-Five Thousand Dollars (\$375,000) if the EBITDA Excess Percentage is five percent (5%), (B) Seven Hundred Fifty Thousand Dollars (\$750,000) if the EBITDA Excess Percentage is ten percent (10%) or (C) One Million Five Hundred Thousand Dollars (\$1,500,000) if the EBITDA Excess Percentage is fifteen percent (15%) or greater (each such amount, as applicable, the “Annual Stretch Target Earn-Out”). For clarity, if the EBITDA Excess Percentage is between five percent (5%) and ten percent (10%) or ten percent (10%) and fifteen percent (15%), the Annual Stretch Target Earn-Out shall adjust linearly pro-rata between such percentages. By way of illustration, an EBITDA Excess Percentage of seven and one-half percent (7.5%) in any fiscal year of the Earn-Out Period results in an Earn-Out Payment of Five Hundred Sixty-Two Thousand Five Hundred Dollars (\$562,500) for such fiscal year.

Notwithstanding the foregoing, to the extent (x) the EBITDA Shortfall Percentage does not exceed ten percent (10%) in fiscal year 2026 and at least three (3) of the four (4) prior fiscal years of the Earn-Out Period, (y) the EBITDA Excess Percentage relating to the sum of the Total EBITDA for each fiscal year of the Earn-Out Period and the sum of the Annual Target EBITDA for each fiscal year of the Earn-Out Period is five percent (5%) or greater and (z) the total amount of the Annual Stretch Target Earn-Out earned by Executive in the Earn-Out Period has not exceeded Seven Million Five Hundred Thousand Dollars (\$7,500,000), Executive shall receive an Earn-Out Payment equal to (I) One Million Eight Hundred Seventy-Five Dollars (\$1,875,000) if such total EBITDA Excess Percentage equals five percent (5%), (II) Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) if such total EBITDA Excess Percentage equals ten percent (10%) or (III) Seven Million Five Hundred Thousand Dollars if such total EBITDA Excess Percentage equals fifteen percent (15%) or greater, as such amounts may be adjusted linearly pro-rata if such total EBITDA Excess Percentage is between five percent (5%)

and ten percent (10%) or ten percent (10%) and fifteen percent (15%), *less* any Earn-Out Payments previously earned and paid hereunder, in accordance with Section 3(d)(v) below; provided, that if such Earn-Out Payment exceeds Five Million Dollars (\$5,000,000), UTA shall pay Executive Five Million Dollars (\$5,000,000) within fifteen (15) days following the date on which the Earn-Out Statement for fiscal year 2026 becomes final and binding and any remaining portion of such Earn-Out Payment shall be paid within one (1) year following such date.

- (iii) Super-Stretch Earn-Out. Executive shall receive an Earn-Out Payment of Ten Million Dollars (\$10,000,000) (the “Super-Stretch Earn-Out”) if the EBITDA Excess Percentage relating to the sum of the Total EBITDA for each fiscal year of the Earn-Out Period is equal to or greater than twenty percent (20%). UTA shall pay Executive the Super-Stretch Earn-Out, if earned, in two equal installments with the first installment due and payable within fifteen (15) days following the date on which the Earn-Out Statement for fiscal year 2026 becomes final and binding and the second installment due and payable within one (1) year following such date.
- (iv) Calculations. Within ninety (90) days after the end of an applicable fiscal year, UTA shall deliver to Executive a statement of UTA’s good faith calculation of the Media Link EBITDA, UTA Marketing EBITDA, Total EBITDA and Earn-Out Payment (if any) for such fiscal period, together with reasonable supporting documentation setting forth the basis for such calculations (each, an “Earn-Out Statement”). Upon delivery of an Earn-Out Statement by UTA, UTA shall promptly provide Executive with any additional supporting documentation and reasonable access during normal business hours to the relevant books and records of the Company and UTA and the auditors and relevant accounting and finance personnel of the Company and UTA, in each case, to the extent reasonably requested by Executive in connection with Executive’s verification of the Media Link EBITDA, UTA Marketing EBITDA, Total EBITDA and Earn-Out Payment (if any) for the applicable fiscal year and the items and calculations set forth in the applicable Earn-Out Statement. If, within thirty (30) days following receipt of the Earn-Out Statement by Executive, Executive has not given UTA written notice of objection to such Earn-Out Statement, setting forth in reasonable detail each disputed item, the amount disputed and the basis for Executive’s position as to the proper calculation of the Media Link EBITDA, UTA Marketing EBITDA, Total EBITDA or Earn-Out Payment, the amounts reflected in the Earn-Out Statement shall be deemed final and binding and, to the extent applicable, any Earn-Out Payment due under this Section 3(d) shall be made pursuant to Section 3(d)(v) hereof. If Executive gives such notice of objection, UTA shall pay Executive the undisputed amount set forth in the Earn-Out Statement and Executive and UTA shall, during the thirty (30) day period following the delivery of such notice of objection, attempt in good faith to resolve the matters set forth in such notice of objection. In the event

Executive and UTA cannot resolve all such matters by the end of said thirty (30) day period, such matters shall be submitted immediately, and for clarity, within ten (10) business days, to a mutually agreed third-party firm of independent certified public accountants with an established national reputation (the “Special Accountants”) for determination, whose determination shall be binding and conclusive for the purposes of this Agreement. Executive and UTA shall instruct the Special Accountants to render a reasonably detailed written report as to the resolution of any disputed calculation and the resulting computation of the applicable Media Link EBITDA, UTA Marketing EBITDA, Total EBITDA or Earn-Out Payment, which shall include the Special Accountants’ determination as to the calculation of each disputed calculation. Executive and UTA shall timely furnish to the Special Accountants written position statements with respect to any disputed calculation and such information and documents as they deem relevant or as may be requested by the Special Accountants; provided, that they deliver a copy thereof substantially simultaneously to the other. The Special Accountants shall make such written determination within thirty (30) days of its appointment as to each such disputed calculation, which determination shall be final and binding and non-appealable (except as provided by applicable law) on the Parties for all purposes hereunder. The Special Accountants shall determine only disputed calculations consistent with the intent of this Agreement. The fees, costs and expenses of the Special Accountants shall be allocated to and borne by Executive, on the one hand, and UTA, on the other hand, in proportion to the amounts by which their calculations differed from the Special Accountants’ final determination.

- (v) Payment Date. Except as otherwise provided above, any Earn-Out Payment shall be paid on or before April 15<sup>th</sup> of the calendar year following the fiscal year to which it relates, provided that if Executive objects to an Earn-Out Statement and the Parties are unable to resolve all matters regarding such objection prior to April 15<sup>th</sup>, then, the Company shall pay Executive the undisputed amount by April 15<sup>th</sup> and the remaining balance, if any, within ten (10) business days following the final resolution of any such objection (such date of payment, the “Payment Date”); provided, further, that Executive remains employed in good standing with the Company as of the end of the fiscal year to which the Earn-Out Payment relates, except as otherwise provided by Sections 4(a)(ii), 4(b)(ii) and 4(c)(iv) below.
- (vi) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:
  - (A) “Annual Target EBITDA” means the total combined target EBITDA of Media Link and UTA Marketing for each fiscal year during the Earn-Out Period (as defined below), as follows: \$20,500,000 for fiscal year 2022; \$23,600,000 for fiscal year 2023;

\$26,750,000 for fiscal year 2024; \$29,950,000 for fiscal year 2025; and \$33,400,000 for fiscal year 2026.

- (B) “Earn-Out Period” means fiscal years 2022 through 2026.
- (C) “EBITDA Excess” means the amount by which the Total EBITDA for any fiscal year exceeds the applicable Annual Target EBITDA for such fiscal year and “EBITDA Excess Percentage” means a fraction the numerator of which is the EBITDA Excess and the denominator of which is the applicable Annual Target EBITDA, *multiplied* by 100 (to equate to a percentage).
- (D) “EBITDA Shortfall” means the amount by which the applicable Annual Target EBITDA for any fiscal year exceeds the Total EBITDA for such fiscal year and “EBITDA Shortfall Percentage” means a fraction the numerator of which is the EBITDA Shortfall and the denominator of which is the applicable Annual Target EBITDA, *multiplied* by 100 (to equate to a percentage).
- (E) “Income Earned Outside of the Ordinary Course of Business” shall mean government grant unrelated to the performance of services (e.g., a government provided stimulus package) or the sale of any assets, equity securities or debt instruments.
- (F) “Media Link EBITDA” shall mean for any fiscal year of the Company, net income *plus* interest, income taxes, depreciation, amortization, *less* any one-time, non-recurring expenses and/or Income Earned Outside of the Ordinary Course of Business, as calculated under generally accepted accounting principles, standards and procedures issued by the Financial Accounting Standards Board (“GAAP”). To the extent UTA provides the Company (I) office space and/or (II) shared services, the Company will be charged rent based on UTA’s average rent per employee in the specified location for any office space and/or the Company will be charged an appropriate rate based on the cost and usage of such shared services, as applicable and, in each case, to be discussed and negotiated by UTA and Executive in good faith. For the avoidance of doubt, (x) any charges incurred under the Transition Services Agreement for services provided by Ascential Group Limited or its Affiliates and (y) any transferred employees from Ascential Group Limited or its Affiliates and/or overhead supports costs (e.g., finance, accounting, legal, HR, IT, etc.) related to the Company, in each case, shall be deemed expenses of the Company and included in the calculation of Media Link EBITDA.
- (G) “UTA Marketing EBITDA” shall mean for any fiscal year of UTA Marketing, net income *plus* interest, income taxes, depreciation,

amortization, *less* any one-time, non-recurring expenses and/or Income Earned Outside of the Ordinary Course of Business, as calculated under GAAP. The following shall be included as expenses: (I) an allocation of rent based on UTA's average rent per employee in the specified location and (II) a shared services charge equal to five percent (5%) of revenue. To the extent UTA and Executive determine that the Company shall provide office space and/or shared services to UTA Marketing, UTA and Executive shall discuss in good faith an appropriate modification to the rent and/or shared services charge. For the avoidance of doubt, any commissions earned by UTA related to UTA talent procurement shall not be included in revenue of UTA Marketing, unless UTA Marketing directly earns a separate fee for such services.

(H) "Total EBITDA" shall mean for any fiscal year, Media Link EBITDA *plus* UTA Marketing EBITDA for such fiscal year.

- (e) Retention Bonus Pool; Allocations/Reallocations. Executive shall be permitted to allocate a retention bonus pool of up to Four Million Dollars (\$4,000,000) (the "Retention Bonus Pool") to retain certain key personnel of the Company as determined by Executive, subject to (i) the prior approval of UTA which shall not be unreasonably withheld (such approved personnel, the "Key Personnel") and (ii) the following terms and conditions, it being understood that no portion of the Retention Bonus Pool or associated tax or payroll obligations shall be included in the Total EBITDA or reduce any Earn-Out Payment:
- (i) Executive may allocate up to Two Million Five Hundred Thousand Dollars (\$2,500,000) of the Retention Bonus Pool for payment at or around the Closing to Key Personnel; provided, however, the amount and timing of any allocations to Key Personnel is subject to the prior approval of UTA which shall not be unreasonably withheld.
  - (ii) Executive may allocate up to the remaining One Million Five Hundred Thousand Dollars (\$1,500,000) of the Retention Bonus Pool for payment following and subject to the achievement of the Annual Target EBITDA for each of fiscal years 2022 and 2023, provided that (A) if the EBITDA Shortfall Percentage is between one percent (1%) and ten percent (10%) for either of fiscal years 2022 or 2023, the remaining One Million Five Hundred Thousand Dollars (\$1,500,000) of the Retention Bonus Pool shall be reduced in accordance with the EBITDA Shortfall Mechanism described in Section 3(d)(i) above and (B) the amount of any allocations to Key Personnel is subject to the prior approval of UTA which shall not be unreasonably withheld.
  - (iii) Executive shall be permitted to reallocate up to One Million Dollars (\$1,000,000) of the Transaction Bonus and/or Executive's Annual Target

Earn-Out, in the aggregate, to the Key Personnel as determined by Executive in prior consultation with UTA.

- (f) Fringe Benefits. During the Term, Executive shall be eligible to participate, in accordance with their terms, in (i) the Company's or UTA's group medical and health plans as in effect from time to time, (ii) other benefits plans or programs of the Company or UTA as in effect from time to time and/or (iii) fringe benefits as they may be generally provided or made available by UTA from time-to-time to executives and/or partners of UTA serving in a capacity comparable to Executive, and such participation by Executive will be on the same basis as is generally provided or made available (such benefit plans in which Executive participates during the Term, the "Benefit Plans"). For the avoidance of doubt, participation in UTA benefit plans during the Term (including any vacation or paid time off policy) shall not result in any duplication of benefits under Company benefit plans.
- (g) Vacations. During the Term, Executive shall be entitled to take paid vacations in Executive's reasonable discretion and Executive shall not be required to seek prior approval or provide prior notice in connection with any vacation.
- (h) Expenses. The Company recognizes that in connection with Executive's performance of Executive's duties and obligations hereunder, Executive will incur certain ordinary and necessary expenses of a business character. The Company shall reimburse Executive for all such reasonable out-of-pocket business expenses upon presentation of appropriate documentation in accordance with UTA's rules and regulations (including with respect to timing of reimbursement) as in effect from time to time for UTA partners other than members of UTA's Board of Directors, and consistent with the applicable annual Company budget. Nothing in this Section 3(h) is intended to require UTA's prior approval of any commercially reasonable business expenses incurred by Executive, so long as such commercially reasonable businesses expenses are consistent with the applicable annual Company budget and the past business practices of the Company.
- (i) Special Expenses. During the Term, Executive shall be permitted to include in the annual Company budget up to Nine Hundred Fifty Thousand Dollars (\$950,000) of special expenses consistent with past Company practice; provided, that the amount of such special expenses (if any) must conform to an annual budgeted EBITDA that does not exceed the applicable Annual Target EBITDA for such year provided, further, that the amount of any such permitted special expenses paid in any fiscal year shall reduce the MediaLink EBITDA in such fiscal years.
- (j) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation. Executive covenants and agrees to indemnify and hold harmless the Company, UTA and their respective Affiliates from any Liabilities solely arising from or relating to Executive's

failure to pay all U.S. federal, state and local taxes on the amounts payable hereunder that are required by law to be paid by Executive.

4. Termination.

(a) By the Company for Cause or By Executive other than as a result of Good Reason. The Term, and Executive's engagement to provide services hereunder, may be terminated by the Company for Cause (as defined below) or by Executive other than for Good Reason (as defined below). In such event:

(i) Executive shall be entitled to receive: (A) the Base Compensation accrued through the date of termination, (B) such fully vested and non-forfeitable rights under any Benefit Plans, if any, as to which Executive may be entitled as of the date of termination, (C) each Earn-Out Payment that is otherwise earned but not yet paid with respect to a fiscal year ending prior to the date of such termination of services (including, for the sake of clarity, any Earn-Out Payment under review with Special Accountants on the date of termination of Executive's services), and (D) any unreimbursed business expenses incurred through the date of termination in accordance with Section 3(g) hereof. The amounts described in this Section 4(a)(i) are hereinafter referred to as "Accrued Benefits." Following such termination of Executive's services, except as set forth in this Section 4(a)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement other than those designated under subsection (ii) below.

(ii) Subject to Executive's execution of (and the expiration of any applicable revocation period in respect of) the Release Agreement (as defined below) and continued compliance with the Release Agreement and the provisions of this Agreement that expressly survive expiration or termination of the Term, Executive shall be entitled to receive an Earn-Out Payment, pro-rated through the date of termination of Executive's services, in respect of any (A) Annual Target Earn-Out and Annual Stretch Target Earn-Out solely relating to the fiscal year in which the termination of Executive's services occurs and (B) to the extent Executive's services are terminated on or after November 30, 2025, the Super Stretch Earn-Out, in each case of clauses (A) and (B), in accordance with and subject to the payment dates, calculation mechanics and the Company's achievement of the Total EBITDA performance milestones set forth in Section 3(d) hereof. Executive's rights to any Earn-Out Payments other than as described in this Section 4(a)(ii) shall terminate as of the date of termination of Executive's services. Without waiving any rights under this Agreement or the Release Agreement, neither UTA nor the Company shall be permitted to delay, clawback, deduct, offset or otherwise engage in self-help with respect to any Earn-Out Payment owed pursuant to this Section 4(a)(ii) except where such relief is granted by an arbitrator (or court) of competent jurisdiction (and, without limiting Section 11 in any way, such relief shall



be granted upon a finding that Executive has materially breached the Release Agreement or the provisions of this Agreement that expressly survive expiration or termination of the Term).

- (b) Disability or Death. The Term, and Executive's engagement to provide services hereunder, shall terminate upon Executive's death, and may be terminated by the Company by reason of Executive's Disability (as defined below). In such event:
- (i) Executive (or, in the event of Executive's death, Executive's estate) shall be entitled to receive Accrued Benefits. Following such termination of Executive's services, except as set forth in this Section 4(b), Executive and Executive's estate shall have no further rights to any compensation or any other benefits under this Agreement other than those designated under subsection (ii) below.
  - (ii) Executive (or, in the event of Executive's death, Executive's estate) shall be entitled to receive an Earn-Out Payment in an amount equal to the greater of (A) twenty-five percent (25%) of (x) any Annual Target Earn-Out and Annual Stretch Target Earn-Out (calculated as if the EBITDA Excess Percentage is fifteen percent (15%)) in respect of a fiscal year ending during or after the fiscal year when such termination of services hereof occurred and (y) the Super-Stretch Earn-Out in respect of fiscal year 2026, and (B) to the extent the Company achieves a performance milestone set forth in Section 3(d), one hundred percent (100%) of (x) any such Annual Target Earn-Out and Annual Stretch Target Earn-Out in respect of a fiscal year ending during or after the fiscal year when such termination of services occurred and (y) the Super-Stretch Earn Out in respect of fiscal year 2026, in the case of each of clauses (A) and (B), in accordance with and subject to the payment dates and calculation mechanics set forth in Section 3(d) hereof. Executive's rights to any Earn-Out Payments other than as described in this Section 4(b)(ii) shall terminate as of the date of termination of Executive's services.
- (c) By Executive for Good Reason or By the Company without Cause. The Term, and Executive's engagement to provide services hereunder, may be terminated by Executive for Good Reason (as defined below) or by the Company without Cause (as defined below) (and other than due to Executive's death or Disability). In such event:
- (i) Executive shall be entitled to receive:
    - (A) Accrued Benefits; and
    - (B) Subject to Executive's execution of (and the expiration of any applicable revocation period in respect of) a separation agreement and release of claims, substantially in the form attached hereto as Exhibit D (the "Release Agreement"), within sixty (60) days

following Executive's date of termination, continued payments of Executive's Base Compensation for a period equal to the remainder of the Initial Term as if it had expired with the passage of time or, as applicable (if such termination occurs during the Renewal Term), the Renewal Term as if it had expired with the passage of time (such payments, "Severance" and such period, the "Severance Period"). The Severance shall be payable in installments in accordance with the customary payroll practices of the Company, commencing within the sixty (60) day period referenced above but in no event prior to the date on which the Release Agreement is no longer revocable in accordance with its terms (such date, the "First Payment Date"), with the first payment to consist of all amounts otherwise payable to Executive pursuant to this Section 4(c)(i)(B) between the date of termination and the First Payment Date.

- (ii) Notwithstanding anything to the contrary in this Section 4(c), if the sixty (60) day period referenced above begins in one taxable year and ends in the subsequent taxable year, the First Payment Date shall in all events occur in the subsequent taxable year.
- (iii) Following such termination of Executive's services, except as set forth in Sections 4(c)(i) and 4(c)(iv), Executive shall have no further rights to any compensation or any other benefits under this Agreement.
- (iv) Subject to Executive's execution of (and the expiration of any applicable revocation period in respect of) the Release Agreement and continued compliance with the Release Agreement and the provisions of this Agreement that expressly survive expiration or termination of the Term, Executive shall be entitled to receive an Earn-Out Payment in an amount equal to the greater of (A) fifty percent (50%) of (x) any Annual Target Earn-Out and Annual Stretch Target Earn-Out (calculated as if the EBITDA Excess Percentage is fifteen percent (15%)) in respect of a fiscal year ending during or after the fiscal year when such termination of services hereof occurred and (y) the Super-Stretch Earn-Out in respect of fiscal year 2026, and (B) to the extent the Company achieves a performance milestone set forth in Section 3(d), one hundred percent (100%) of (x) any such Annual Target Earn-Out and Annual Stretch Target Earn-Out in respect of a fiscal year ending during or after the fiscal year when such termination of services occurred and (y) the Super-Stretch Earn Out in respect of fiscal year 2026, in the case of each of clauses (A) and (B), in accordance with and subject to the payment dates and calculation mechanics set forth in Section 3(d) hereof. Without waiving any rights under this Agreement or the Release Agreement, neither UTA nor the Company shall be permitted to delay, clawback, deduct, offset or otherwise engage in self-help with respect to any Earn-Out Payment owed pursuant to this Section 4(c)(iv) except where such relief is granted by an

arbitrator or court of competent jurisdiction (and, without limiting Section 11 in any way, such relief shall be granted upon a finding that Executive has materially breached the Release Agreement or the provisions of this Agreement that expressly survive expiration or termination of the Term).

- (v) Upon a termination of Executive's services by Executive for Good Reason or by the Company without Cause, and subject to Executive's execution of (and the expiration of any applicable revocation period in respect of) the Release Agreement, Executive may elect, in his sole discretion, to forego the payments described in this Section 4(c). Any such election shall be communicated to UTA and the Company in accordance with Section 13 hereof. Immediately upon Executive's dispatch of such notice, Executive shall no longer be bound by any obligations contained within Section 6 of this Agreement or any similar obligation to which Executive may be bound.
- (d) For the avoidance of doubt, if Executive's engagement to provide services hereunder terminates as a result of the completion of the Initial Term or any Renewal Term, Executive shall be entitled to the Accrued Benefits and any earned yet unpaid Earn-Out Payments and shall have no further rights to any compensation or any other benefits under this Agreement.
- (e) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:
  - (i) "Cause" shall mean (A) Executive's conviction of or entrance of a plea of guilty or nolo contendere to any felony, any crime of moral turpitude, or any crime or offense involving the theft, embezzlement; (B) willful misconduct or gross negligence by Executive in connection with the performance of his duties or responsibilities under this Agreement causing, or substantially likely to cause, material (1) public disgrace and disrepute or (2) economic or financial injury to the Company; (C) material or willful breach by Executive of any of the terms or covenants of this Agreement or any material written Company or UTA policy provided to Executive causing, or substantially likely to cause, material (1) public disgrace and disrepute or (2) economic or financial injury to the Company; (D) Executive's harassment of any agent, officer, employee, partner, service provider or client of the Company, UTA or any of their respective Affiliates in violation of the policies of the Company or UTA following a good faith investigation; or (E) Executive's failure to substantially perform Executive's material duties hereunder within thirty (30) days after written notice of such failure has been provided to Executive causing, or substantially likely to cause, material (1) public disgrace and disrepute or (2) economic or financial injury to the Company. Notwithstanding the foregoing, if Executive's misconduct, negligence or breach under clause (B) or (C) and any related harm to the Company, UTA or any of their respective Affiliates is capable of cure, Executive shall have twenty-one

(21) days after written notice has been provided to Executive to cure such misconduct, negligence or breach and any such harm before such misconduct, negligence or breach constitutes “Cause.” Executive shall be provided reasonable access to the documents and/or files (whether electronic or otherwise) and any other resources as Executive may request in writing in connection with and to the extent reasonably necessary to aid in curing any alleged misconduct, negligence or breach that may result in “Cause.” For the avoidance of doubt, the Company or UTA shall be permitted to impose reasonable limitations on Executive’s access to documents, files or other resources if either the Company or UTA reasonably determines in good faith that such limitations are necessary to comply with applicable law or protect the Company, UTA or employees from material damage.

- (ii) “Disability” shall mean a physical or mental impairment that prevents Executive from substantially performing the essential functions of his position on a full-time basis for one hundred eighty (180) days (whether or not consecutive) out of any consecutive three hundred and sixty-five (365) days and which is reasonably expected to continue to render Executive unable to so perform such functions. The determination of Executive’s Disability shall be made by a mutually agreed upon independent medical experts paid by UTA for such purpose, and Executive shall be responsible for cooperating with such experts, including submitting to any medical examinations reasonably required by such experts and allowing such experts to render a conclusion to UTA as to whether Executive has a Disability; provided that (x) Executive may have his own physician present at any such required examination, and (y) without limiting the foregoing, Executive’s privacy rights are not infringed.
- (iii) “Good Reason” shall mean the occurrence of any of the following events, without the express written consent of Executive, unless such events are fully corrected in all material respects by the Company within thirty (30) days following written notification by Executive to the Company and UTA: (A) a failure to pay and/or material diminution in Executive’s Base Compensation; (B) material diminution or adverse change in Executive’s title, duties, authorities, reporting lines or responsibilities (other than temporarily while physically or mentally incapacitated or as required by applicable Law); (C) relocation of Executive’s principal place of work to a location that is more than ten (10) miles from UTA’s offices in Beverly Hills, California or New York City, New York; (D) UTA’s intentional or knowing failure to operate the Company’s business in accordance with the then-current Company budget; (E) UTA intentionally operating the business, or failing to operate the business, of the Company in a manner intended to avoid or reduce any Earn-Out Payment, or (F) any other material breach of this Agreement by the Company or UTA. For the avoidance of doubt, any failure of UTA and Executive to agree upon a

Company budget for any fiscal year shall not constitute “Good Reason” under this Agreement.

- (f) Notice of Termination. Any purported termination of Executive’s services hereunder by the Company or by Executive (other than due to Executive’s death) prior to completion of the Initial Term and/or any Renewal Term shall be communicated by Notice of Termination to the other party hereto in accordance with Section 13 hereof. For purposes of this Agreement, a “Notice of Termination” shall mean a notice in writing which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of services under the provision so indicated.

5. Confidentiality.

- (a) Executive acknowledges and agrees that: (i) the businesses in which the Company, UTA and their respective Affiliates, clients and agents are engaged are highly competitive and that Executive’s services to the Company has required, and will require, that Executive have access to, and knowledge of Confidential Information (as defined below); and (ii) the disclosure of any Confidential Information could place the Company, UTA and their respective Affiliates at a serious competitive disadvantage and could do serious damage, financial and otherwise, to the Company, UTA and their respective Affiliates. Subject to the other terms and conditions of this Section 5, Executive will not at any time (whether during or after the Term) (A) retain or use for the benefit, purposes or account of Executive or any other person; or (B) except as required in the ordinary course of Executive’s services to the Company, disclose, divulge, reveal, communicate, share, transfer or provide access to any person outside the Company, UTA or their respective Affiliates (other than their professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information – including, without limitation, trade secrets, know-how, databases, inventions, technology and other intellectual property, information concerning current or prospective clients, agents, customers, vendors, partners or investors, finances, investments, prospective investments, business plans, business methods, business ventures or expansion plans, potential or existing reorganization plans, profits, pricing, fees, commissions, revenues, costs, products, services, advertising, sales, marketing, promotions, client lists, phone lists, mailing lists and contractual arrangements – concerning the past, current or future business activities or operations of the Company, UTA or any of their respective Affiliates, any of their respective clients or agents and/or any third party that has disclosed or provided any of same to the Company, UTA or any of their respective Affiliates on a confidential basis (“Confidential Information”).

- (b) “Confidential Information” shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive’s breach of this covenant or any breach of other confidentiality obligations by third parties; or

- (ii) has been disclosed by the Company, UTA or their respective Affiliates to the public. In addition, nothing in this Agreement shall restrict Executive from making truthful and accurate statements or disclosures that are required by applicable Law or legal process (including via subpoena); provided that Executive shall give prompt notice in writing to the Company and UTA of such requirement of Law or legal process, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company and/or UTA to obtain a protective order or similar treatment.
- (c) During the Term and at all times thereafter, Executive shall not, directly or indirectly (including, for the avoidance of doubt, through any existing or future Affiliate of Executive or any other Person), use Confidential Information to (i) solicit, divert, take away or attempt to solicit, divert or take away any client, employee, partner or agent of the Company, or (ii) solicit, induce, encourage or attempt to solicit, induce or encourage any client of the Company, UTA or any of their respective Affiliates to cease doing business in whole or in part with the Company, UTA or any of their respective Affiliates.
- (d) Except as required by Law, Executive will not disclose to anyone, other than Executive's immediate family, legal, tax or financial advisors, the contents of this Agreement; provided, that Executive may disclose the terms of Section 6 to any prospective employer or other hiring entity.
- (e) Pursuant to 18 U.S.C. § 1833(b), Executive understands that Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company, UTA or their respective Affiliates that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive understands that if Executive files a lawsuit for retaliation for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding if Executive (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement with or policy of the Company, UTA or their respective Affiliates, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, Executive understands that nothing contained in this Agreement or in any other agreement with or policy of the Company, UTA or their respective Affiliates is intended, nor shall be construed, to restrict Executive from making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency, regulatory authority or self-regulatory organization, or discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is

unlawful, in each case without notice to the Company, UTA or their respective Affiliates.

6. Restrictive Covenants.

- (a) Acknowledgments. Executive acknowledges and agrees that: (i) the businesses in which the Company is engaged, and in which the Company and UTA will continue to engage, are highly competitive and Executive's services to the Company have required, and Executive's continued service to the Company and UTA will continue to require, that Executive have access to, and knowledge of, Confidential Information; (ii) the disclosure of any Confidential Information could place the Company, UTA and their respective Affiliates at a serious competitive disadvantage and could do serious damage, financial and otherwise, to the Company, UTA and their respective Affiliates; (iii) the Company has been, and will continue to be, actively engaged in business throughout the United States and United Kingdom; (iv) Executive has been given access and will continue to be given access to, and has developed relationships and is expected to continue to develop relationships with, clients of the Company, UTA and their respective Affiliates at the time and expense of the Company; (v) the duration, scope, activity and subject matter of the restrictions set forth in this Section 6 are appropriate, reasonable and necessary to protect the interests of the Company, UTA and their respective Affiliates and will not cause Executive undue hardship; (vi) Executive will receive valuable consideration as a result of the transactions contemplated by the Purchase Agreement and this Agreement; (vii) the restrictions set forth in this Section 6 are given as an integral and essential part of the transactions contemplated by the Purchase Agreement and this Agreement, and to preserve the value and goodwill of the Equity Interests and Transferred Assets being acquired by UTA; and (viii) UTA would not enter into the Purchase Agreement or cause the Company to enter into this Agreement without Executive agreeing to the restrictions set forth in this Section 6.
- (b) No Divided Loyalties. Executive acknowledges that the nature of the services furnished by the Company and UTA to their clients requires that Executive at all times perform Executive's services without divided loyalties or obligations to any other Person. Accordingly and without limiting the generality of the principles set forth in the preceding sentence, during the Term and any period following the Term that Executive continues to be engaged to provide services to the Company, Executive shall not, directly or indirectly (including, for the avoidance of doubt, through any existing or future Affiliate of Executive or any other Person, but excluding acts done on behalf of the Company, UTA or their respective Affiliates while engaged to provide services to the Company), for Executive's own benefit or as agent for another, engage in, participate in, invest in, acquire or hold an interest in, own, manage, control, carry on, render services to or for, be employed by, develop or assist another Person in the development of, or participate in the ownership, management or control of any present or future business enterprise of, any Competitive Business (as defined below), or invest in, own or hold an interest in any talent management agency, anywhere in the Restricted Territory (as

defined below); provided, however, nothing herein shall (i) restrict Executive from owning less than five percent (5%) of the outstanding capital stock of a Competitive Business that is a publicly traded corporation; (ii) restrict Executive from holding a passive interest in any entity that holds an interest in one or more Competitive Businesses, provided that (A) such entity's ownership interest in any Competitive Business comprises less than five percent (5%) of the outstanding equity of such Competitive Business and (B) Executive has no other direct or indirect participation in the business of such entity or Competitive Business; or (iii) prohibit passive investments, provided that any passive investment in a Competitive Business by any such investment professional is not directly or indirectly influenced or managed by Executive or Executive's immediate family.

- (c) Noncompetition. During the Restricted Period (as defined below), Executive hereby covenants and agrees that Executive shall not, directly or indirectly (including, for the avoidance of doubt, through any existing or future Affiliate of Executive or any other Person), for Executive's own benefit or for the benefit of any other Person, in any part of the Restricted Territory in which Executive worked or performed services (including supervisory or oversight services) for the Company, UTA or any of their respective Affiliates, as an individual proprietor, partner, member, stockholder, officer, employee, director, joint venturer, investor, lender, consultant, contractor or in any other capacity whatsoever, provide services that are the same as or similar to any of the services that Executive provided to the Company, UTA or any of their respective Affiliates to any Person engaged or preparing to engage in a Competitive Business.
- (d) Nonsolicitation of Clients. During the Restricted Period, Executive hereby covenants and agrees that Executive shall not, directly or indirectly (including, for the avoidance of doubt, through any existing or future Affiliate of Executive or any other Person), (i) solicit, divert, take away or attempt to solicit, divert or take away, any Person who is or was a current or prospective client of the Company, UTA or any of their respective Affiliates during the last six (6) months of Executive's employment with or provision of services to the Company, about whom Executive possessed Confidential Information or with whom Executive had direct contact during the Term, for the purpose of offering services that compete with the services offered the Company, UTA or any of their respective Affiliates or (ii) solicit, induce, encourage or attempt to solicit, induce or encourage, any Person who is or was a current or prospective client of the Company, UTA or any of their respective Affiliates during the last six (6) months of Executive's employment with or provision of services to the Company, about whom Executive possessed Confidential Information or with whom Executive had direct contact during the Term, to cease doing business in whole or in part with the Company, UTA or any of their respective Affiliates.
- (e) Nonsolicitation of Employees. During the Restricted Period, Executive hereby covenants and agrees that Executive shall not, directly or indirectly (including, for the avoidance of doubt, through any existing or future Affiliate of Executive or any other Person), solicit, recruit, request, induce or encourage, or attempt to



solicit, recruit, request, induce or encourage, any employee, partner, agent, consultant or contractor of the Company, UTA or any of their respective Affiliates, or any Person who was an employee, partner, agent, consultant or contractor of the Company, UTA or their respective Affiliates at any time during the last twelve (12) months of Executive's employment with or provision of services to the Company, to leave the employment of or terminate or limit his, her or its relationship with the Company, UTA or any of their respective Affiliates or to perform work for any Person engaging or preparing to engage in a Competitive Business (as an employee, partner, agent, consultant or contractor or otherwise).

- (f) Nondisparagement. Subject to Section 5 hereof, Executive shall not, and shall not cause any other Person to, publicly disparage the Company, UTA or any of their respective Affiliates, or any director, officer, partner, employee or agent of the Company, UTA or any of their Affiliates. Further, (i) UTA and the Company shall not cause or instruct any of UTA's, the Company's or their respective subsidiaries' officers, directors, agents, partners or employees to, and (ii) UTA's then-current Board of Directors, designees to the Company's Board, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Communications Officer shall not, publicly disparage Executive.
- (g) Independence of Obligations. The covenants set forth in Sections 5 and 6 hereof are in addition to, and do not supersede, any similar covenants or obligations set forth in any other agreement between Executive, on the one hand, and the Company, UTA or any of their Affiliates, on the other. Each of Executive's covenants set forth in Sections 5 and 6 hereof shall be construed as a covenant independent of any other covenant or provision of this Agreement or any other agreement between the parties hereto, and the existence of any claim or cause of action by Executive against the Company, UTA, or any of their Affiliates, whether predicated on a covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of Executive's covenants set forth in Sections 5 and 6 hereof.
- (h) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:
- (i) "Competitive Business" shall mean any Person that, directly or indirectly through an Affiliate, engages or is preparing to engage in the same or any similar business as, or offers or is preparing to offer products or services similar (in whole or in part) to the products or services offered by, the Company, UTA or its Affiliates, in each case, anywhere in the Restricted Territory.
- (ii) "Restricted Period" shall mean the period in which Executive is providing services to the Company, UTA or any of their respective Affiliates and two (2) years following the termination of Executive's services; provided, however, in the event Executive's employment is terminated during the Renewal Term or thereafter, no longer than one (1) year following the termination of Executive's services.

(iii) “Restricted Territory” shall mean the United States and the United Kingdom, and any other country, province, territory, state, county, municipality or other political subdivision where the Company operates or conducts business, or has taken steps to operate or conduct business, during the Executive’s employment or provision of services to the Company, so long as the Company continues to carry on the business therein.

7. Ownership of Proceeds of Services. Executive acknowledges and agrees that the Company shall be the sole owner of all the products and proceeds of Executive’s services hereunder, including, without limitation, all materials, ideas, concepts, formats, suggestions, developments, arrangements, packages, programs, works of authorship, business plans and strategies, processes, customer, client and supplier lists, confidential information and know-how, together with any trade secrets, copyrights, trademarks, patents, domain names, goodwill and other intellectual property rights embodied therein or related thereto, that Executive may acquire, obtain, discover, conceive, develop, or create in connection with and during the term of Executive’s services, free and clear of any claims by Executive (or anyone claiming under Executive) of any kind or character whatsoever (collectively, “Work Product”). In this regard, (a) Executive hereby transfers all of Executive’s right, title and interest in and to Work Product to the Company and (b) at the request of the Company, Executive will take any actions and execute any assignments, certificates, or other customary instruments as the Company may from time to time deem necessary or desirable (which such instruments may be reviewed by Executive’s counsel) to evidence, establish, obtain, maintain, perfect, protect, enforce, or defend the Company’s title and interest in and to any Work Product. In accordance with Section 2870 of the California Labor Code, nothing in this Section 7 shall require assignment of any invention that Executive developed entirely on his own time, without using the Company’s, UTA’s or any of their respective Affiliates’ equipment, supplies, facilities or trade secret information, that does not (i) relate at the time of conception or reduction to practice to the Company, UTA or any of their respective Affiliates’ businesses, or actual or demonstrably anticipated research or development of the Company, UTA or any of their respective Affiliates, or (ii) result from any work performed by Executive for the Company, UTA or any of their respective Affiliates.

8. Return of Confidential Information and Property. Upon termination of Executive’s services to the Company or at any time upon the Company’s request, Executive shall promptly return to the Company or, at the Company’s request, destroy or delete, (a) all originals and copies in any form or medium (including documents, contracts, agreements, records, plans, lists, presentations, notes, files and other data) in Executive’s possession or control (including any of the foregoing stored or located in Executive’s office, home, laptop or other computer, memory card or flash drive, whether or not Company or UTA property) that contain Confidential Information concerning the Company or its clients, and (b) all other property of the Company that does not include Confidential Information including, but not limited to, smartphones, computers, laptops, electronic devices and any other materials or equipment supplied by the Company. Upon termination of Executive’s services to the Company or at any time upon UTA’s request, Executive shall promptly return to UTA or, at UTA’s request, destroy or delete, (x) all originals and copies in any form or medium (including documents, contracts, agreements, records, plans, lists, presentations, notes, files and other data) in Executive’s possession or control (including any of the foregoing stored or located in Executive’s office, home, laptop or other computer, memory card or flash drive, whether or not Company or UTA property) that

contain Confidential Information concerning UTA, its Affiliates (other than the Company) or their respective clients, and (y) all other property of the Company that does not include Confidential Information including, but not limited to, smartphones, computers, laptops, electronic devices and any other materials or equipment supplied by UTA or its Affiliates (other than the Company). Executive agrees to provide the Company and UTA with reasonable access to Executive's personal devices or accounts solely to ensure compliance with this Section 8.

9. Cooperation. If and to the extent requested by the Company, UTA or any of their respective Affiliates, Executive shall, upon reasonable notice, provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's services to the Company, UTA or any of their respective Affiliates. In respect of the foregoing cooperation, the Company shall reimburse Executive promptly for reasonable and appropriately documented out-of-pocket expenses (including reasonable and customary legal fees (to the extent Executive reasonably believes that separate representation is warranted and subject to Executive providing UTA a good faith estimate of anticipated legal fees prior to incurring any such fees), travel costs, lodging and meals) incurred by Executive at his sole and reasonable discretion in connection with providing such cooperation; provided that such reimbursement shall be made no later than the end of the calendar year after the year in which the expenses are incurred and Executive's obligation to cooperate shall terminate upon any such failure to reimburse.

10. Compliance with Section 409A of the Code. The intent of the Parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, Executive shall not be considered to have terminated his engagement to provide services to the Company for purposes of this Agreement and no payments shall be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A of the Code, and any payments described in this Agreement that are due within the "short term deferral period," as defined in Section 409A of the Code, shall not be treated as deferred compensation unless applicable Law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following termination of Executive's engagement to provide services shall instead be paid on the first business day after the date that is six months following termination of Executive's engagement to provide services (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A of the Code, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not affect amounts reimbursable or provided in any subsequent year.

11. Equitable Relief for Breach. Executive acknowledges and agrees that Executive's breach of any of any provision of Sections 5 through 8 of this Agreement may cause the Company, UTA and their respective Affiliates great and irreparable injury and damage which cannot be reasonably or adequately compensated in any action at law. Therefore, in addition to any other remedies that may be available to the Company and UTA, the Company and UTA shall be entitled to seek obtain temporary restraining orders, preliminary and permanent injunctions and/or other equitable relief to specifically enforce Executive's duties and obligations under Sections 5 through 8 of this Agreement, or to enjoin any breach of this Agreement, or to restrain Executive from engaging in any conduct that would constitute a breach of Sections 5 through 8 Agreement, all without the need to post a bond or other security and without the need to demonstrate special damages. Nothing herein contained shall be construed as prohibiting the Company or UTA from pursuing any other remedies available to the Company or UTA for such breach or threatened breach, including, without limitation, the recovery of damages from Executive, the clawback and recovery of any Earn-Out Payment made by UTA pursuant to Section 4 while Executive was in breach of this Agreement or the Release Agreement and/or the release of UTA and the Company from its obligation to continue making any Severance payment or Earn-Out Payment hereunder. For clarity, neither UTA nor the Company can engage in self-help remedies as set forth in Section 4.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, but Executive shall not have the right to assign Executive's interest in this Agreement, any rights under this Agreement or any duties imposed under this Agreement. Executive shall not have the right to pledge, hypothecate or otherwise encumber Executive's right to receive compensation hereunder without the prior written consent of the Company and UTA. Without in any way limiting the foregoing, each of the Company and UTA shall have the right to assign this Agreement and its right and obligations hereunder in connection with a sale of all or substantially all of the assets of UTA (without the necessity of Executive's prior consent) and the Company (with the Executive's prior consent). Any right of action which arises or accrues to the Company, UTA or their respective successors or assigns during the Term or the period of Executive's services to the Company shall survive the expiration or the termination of this Agreement or of such services, whichever is later.

13. Notices. Any notice required or permitted hereunder shall be given in writing and shall be conclusively deemed given upon actual receipt if given by telegram, overnight courier, mail, telecopy or other facsimile transmission addressed

(a) if to Executive to :

Michael E. Kassan  
410 Chris Place  
Beverly Hills, CA 90210  
Email: michaelekassan@gmail.com

With a copy, which shall not constitute notice, to:

Michelman & Robinson, LLP  
10880 Wilshire Blvd.

19<sup>th</sup> Floor  
Los Angeles, CA 90024  
Attn: Sanford L. Michelman, Esq.  
Fax: (310) 299-5600  
Email: [smichelman@mrlp.com](mailto:smichelman@mrlp.com)

(b) if to the Company or UTA to:

United Talent Agency, LLC  
9336 Civic Center Drive  
Beverly Hills, CA 90210  
Attn: Andrew Thau  
Fax: (310) 274-1111

With a copy, which shall not constitute notice, to:

Skadden, Arps, Slate, Meagher & Flom LLP  
300 South Grand Avenue  
Suite 3400  
Los Angeles, California 90071  
Attn: David C. Eisman  
Fax: (213) 621-5010  
Email: [david.eisman@skadden.com](mailto:david.eisman@skadden.com)

14. Severability. If any provision of this Agreement is declared invalid, illegal or incapable or being enforced by any arbitrator, court of competent jurisdiction or other authority, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect and no provision shall be deemed dependent upon any other provision unless so expressed herein. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, area, activity or subject, such provisions shall be modified and construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

15. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice-of-laws or conflict-of-laws provisions thereof. Subject to the Arbitration Terms (as defined below) each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Superior Court sitting in the County of Los Angeles and the United States District Court for the Central District of California.

16. Arbitration. Attached as Exhibit E hereto and deemed a part hereof is the Mutual Agreement To Arbitrate Claims (the "Arbitration Terms"), all of the terms of which are incorporated herein by reference and are binding on the Parties. Notwithstanding anything to the contrary herein or in the Arbitration Terms, injunctive relief may be sought in aid of arbitration in any court of competent jurisdiction and the site of any Arbitration shall be Los Angeles County, California.

17. Use of Name, Likeness. With Executive's prior written consent (which shall not be unreasonably withheld), the Company, UTA and their respective Affiliates shall have the right, but not the obligation, to use Executive's name, voice and likeness in connection with any use or exploitation of the results and proceeds of Executive's services hereunder; provided, however, such consent of Executive is not required for the Company, UTA or their respective Affiliates to use Executive's name, voice and likeness in the Company's, UTA's or any of their respective Affiliates' marketing and promotional materials. The Company, UTA and their respective Affiliates shall have the sole and exclusive right to issue publicity concerning Executive's services hereunder.

18. Insurance and Indemnification.

- (a) Life Insurance. UTA or the Company, at its sole option, may secure in its own name or otherwise, and at its own expense, life, health, accident, and other insurance covering Executive or Executive and others, and Executive shall not have any right, title, or interest in and to such insurance. In this regard Executive will cooperate with UTA and/or the Company in procuring all insurance UTA and/or the Company desires to obtain hereunder by submitting to the usual and customary medical and other examinations and by signing such applications and other instruments in writing as may be reasonably required by the insurance companies to which application is made for such insurance, provided, that without limiting the foregoing, Executive's privacy rights are maintained. It is understood that the cooperation obligations in this Section 18 shall no longer be requested after the one (1)-year anniversary of the Closing Date.
- (b) Indemnification. If Executive is made a party or is threatened to be made a party to any Action, other than any Action between Executive, on the one hand, and the Company, UTA or any of their respective affiliates, on the other, by reason of the fact that Executive is or was a director, officer, equity holder, employee, agent, trustee, consultant or representative of the Company, UTA or any of their respective affiliates or predecessors, or is or was serving at the request of the Company, UTA or any of its affiliates or predecessors, or in connection with his service hereunder, then Executive shall promptly be defended, indemnified and held harmless to the fullest extent permitted or authorized by the UTA LLC Agreement and applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, reasonable attorneys' fees, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by him in connection therewith or in connection with seeking to enforce his rights under this Section. Further, to the extent permitted by the UTA LLC Agreement and applicable law, the Company shall advance all attorneys' fees and costs associated with the indemnity pursuant to this Section in advance of the final disposition of any Action upon receipt by the Company of (i) a written request for payment, (ii) appropriate documentation evidencing the amount and nature of fees and costs for which Executive is seeking advancement, (iii) an undertaking adequate under applicable law made by or on behalf of Executive to repay any

amounts paid if it is ultimately determined that Executive is not entitled to be indemnified by the Company or UTA.

- (c) Insurance. UTA and the Company acknowledges to Executive that UTA and Company shall have errors and omission, employment practices liability and directors' and officers' liability insurance policy (or policies) and the same shall be kept in place during the Term and thereafter until the fifth (5<sup>th</sup>) anniversary of the Term.

19. Survivability. Without prejudice to the survival of any of Executive's, the Company's and UTA's other rights and obligations hereunder, Executive, the Company and UTA expressly acknowledge that Executive's, the Company's and UTA's respective rights, covenants and obligations under Sections 4 through 18 (other than Section 18(a)) of this Agreement, as well as the Arbitration Terms, will survive the expiration or termination of Executive's services under this Agreement.

20. Waiver. The failure of a party to insist upon strict adherence to any term, condition or other provision of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term, condition or other provision of this Agreement.

21. Policies. Except as expressly governed by this Agreement, Executive shall be subject to written UTA lawful policies and procedures generally applicable to UTA executives that have been provided to Executive as well as any other policies maintained or established by the Company and/or UTA applicable to similarly situated executives that have been provided to Executive; however, the contents of this Agreement shall prevail in the event of any inconsistencies between such policies and the contents of this Agreement.

22. Integrated Document/Amendments in Writing. This Agreement, together with the Arbitration Terms incorporated herein by reference, the UTA LLC Agreement, Award Agreement and the other documents that are attached hereto embody the entire agreement of the Parties respecting the matters within their scope. As of the Effective Date, and subject to the occurrence of the Closing, this Agreement supersedes all prior agreements and arrangements between the Company and UTA (or either of them), on the one hand, and Executive, on the other hand, on the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals, or understandings relating to the subject matter hereof shall be deemed to be merged into this Agreement and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. This Agreement may be amended, and any terms of it waived only by a written instrument executed by each of the Parties, or in the case of a waiver, by the Party waiving compliance, in each case on the Company's side by a member of the UTA Board and on UTA's side by a member of UTA's Board of Directors or Andrew Thau and on the Executive's side, only by Executive.

23. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Party.

Signature pages delivered by facsimile or as a Portable Document Format (.pdf) attachment to electronic mail shall be binding to the same extent as an original.

24. Headings. The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

25. Interpretation. This Agreement and the provisions contained in it shall not be interpreted for or against either Party because that Party drafted or caused that Party's legal representative to draft any of its provisions.

26. Representation by Independent Legal Counsel. Executive hereby expressly acknowledges that Executive has been represented by independent legal counsel for advice with respect to this Agreement, and that no counsel to any party hereto has acted or is acting as counsel to any other party hereto in connection with this Agreement and that Executive (and Executive's counsel) is not acting as counsel to the Company, UTA or any of their respective Affiliates.

*[Signature page follows]*



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the Effective Date first above written.

MICHAEL KASSAN

DATED: December 15, 2021

  
\_\_\_\_\_

UNITED TALENT AGENCY, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Thau  
Title: Vice President and Chief  
Operating Officer

MEDIA LINK, LLC

By: United Talent Agency, LLC,  
its sole member

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Thau  
Title: Vice President and Chief  
Operating Officer

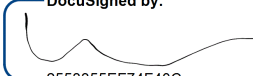
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the Effective Date first above written.

MICHAEL KASSAN

DATED: \_\_\_\_\_

UNITED TALENT AGENCY, LLC

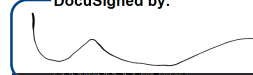
DATED: December 15, 2021  
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DocuSigned by:  
  
By: \_\_\_\_\_  
2553355EF74F40C...  
Name: Andrew Thau  
Title: Vice President and Chief  
Operating Officer

MEDIA LINK, LLC

By: United Talent Agency, LLC,  
its sole member

DATED: December 15, 2021  
\_\_\_\_\_

DocuSigned by:  
  
By: \_\_\_\_\_  
2553355EF74F40C...  
Name: Andrew Thau  
Title: Vice President and Chief  
Operating Officer

# **EXHIBIT 2**

**From:** [Sanford L. Michelman \(LA\)](#)  
**To:** [Ryne C Posey](#); [Karen L. Corman](#); [MEK-UTA](#)  
**Cc:** [Michael Kassan](#)  
**Subject:** Website  
**Date:** Wednesday, December 15, 2021 9:58:12 AM

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Skadden Team,

Michael and Jeremy just spoke and shook hands representing that while Michael being on the website isn't in the agreement, he will be reasonably after close today. As such, we don't need to spend time drafting that as Michael is relying on Jeremy's handshake.

Thanks,

Sandy

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# **EXHIBIT 3**

**SANFORD L. MICHELMAN**  
smichelman@mrlp.com

**Los Angeles Office**  
10880 Wilshire Blvd., 19<sup>th</sup> Floor  
Los Angeles, CA 90024  
P 310.299.5500 F 310.299.5600 www.mrlp.com

March 6, 2024

**VIA EMAIL**

United Talent Agency, LLC  
9336 Civic Center Drive  
Beverly Hills, CA 90210  
Attn: Andrew Thau  
Email: [ThauA@unitedtalent.com](mailto:ThauA@unitedtalent.com)

Stefani Liquori, Esq.  
General Counsel  
United Talent Agency, LLC  
9336 Civic Center Drive  
Beverly Hills, CA 90210  
Email: [stefanie.liquori@unitedtalent.com](mailto:stefanie.liquori@unitedtalent.com)

Skadden, Arps, Slate, Meagher & Flom LLP  
300 South Grand Avenue  
Suite 3400  
Los Angeles, California 90071  
Attn: David C. Eisman  
Email: [david.eisman@skadden.com](mailto:david.eisman@skadden.com)

Re: United Talent Agency, LLC (“UTA”) – Notice of Termination

Gentlepersons:

In light of Jack DiCanio’s March 4, 2024 email, among other similar statements, it appears that the purpose of the March 7, 2024 meeting is not as discussed and, accordingly, we are cancelling it, and hereby advise UTA as follows:

As you are aware from our prior correspondence, Mr. Kassan was willing to continue as Medialink’s Chairman and CEO following the sale to UTA based on certain conditions. Those conditions are reflected in the deal documents, including the Partner Services Agreement (“PSA”, collectively, “Deal Documents”). In the Deal Documents, the conditions are clear: (1) expenses are to be handled consistent with “Past Practices”, (2) Mr. Kassan was to be an advisor to the UTA Board of Directors and UTA Managing Directors and hold such advisor titles, including on the website, (3) given Mr. Kassan’s travel and entertainment spending, he was to be allocated up to \$950,000 in “Special Expenses” (as noted, this was UTA/Skadden’s term) to use as he deemed fit<sup>1</sup>, and (4) Entertainment and Culture Marketing (“UTA Marketing”) was to report to Mr.

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<sup>1</sup> It is clear from the Deal Documents that this number was expressly the same net impact of the \$1,500,000 Ascential paid MEK, Inc. for the same purpose. Meaning, the Special Expenses were

Stefani Liquori, Esq.  
David Eiseman, Esq.  
Mr. Andrew Thau  
United Talent Agency  
March 6, 2024  
Page 2

Kassan. Had these terms not been agreed upon by the parties, Mr. Kassan would *not* have agreed to the PSA<sup>2</sup>.

Since the closing, Mr. Kassan has not been listed on the website or provided the opportunity to serve as advisor. Furthermore, Mr. Kassan was informed that UTA Marketing was expressly told that they did not need to report to Mr. Kassan, contrary to the representations in the PSA<sup>3</sup>.

In addition, UTA has now made it clear that it is *unilaterally* changing the PSA to eliminate the “Special Expenses” and completely ignore the “Past Practices” standard reflected throughout the PSA. Moreover, Mr. DiCanio has made it clear that UTA is now changing the PSA in a manner that is not only contrary to the Deal Documents, but the PSA’s unambiguous language. Stated another way, based on Mr. DiCanio’s email, among other things, UTA’s conduct, and omissions, provide a basis for Mr. Kassan to invoke the Good Reason protections afforded him under the PSA.

While Mr. Kassan is disappointed in the way the current situation was handled (e.g., threats directed at him and others), he is willing to continue to find an acceptable path forward, including discussing amending the PSA. It must be noted that the PSA was originally drafted to have Mr. Kassan report to the UTA Board of Directors. However, Mr. Kassan specifically modified this to state that he will report to Jeremy Zimmer. The reason being is that Mr. Kassan was seeking to create a working relationship with Mr. Zimmer, and together they would build Medialink, and in turn, UTA. The only way Mr. Kassan will proceed is if his discussions regarding any amendment to the PSA are with Mr. Zimmer. For the sake of clarity, Mr. Kassan would like to find an amicable path forward if possible.

Nevertheless, please be advised that given recent statements, Mr. Kassan is hereby providing **Notice of Termination** pursuant to the PSA. Consequently, if the parties can renegotiate the PSA, they have 30 days to do so before the termination of the PSA becomes final

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created to provide Mr. Kassan with a discretionary spend for whatever purposes he deemed fit, as he did with Ascential, and not to be treated as typical “business expenses”. In fact, the “Expenses” provision (subsection (h)) specifically states that those expenses are for “business expenses” and are subject to certain processes. However, as intended, the next subsection (i) for “Special Expenses” specifically did not include these processes and does not label them “business expenses.” The specific reason for this was to mimic the \$1,500,000 referenced above.

<sup>2</sup> In the PSA, it specifically states in the third “WHEREAS” clause that it “is a condition and material inducement to enter into and consummate the Purchase Agreement...”

<sup>3</sup> Not only was this information withheld from Mr. Kassan, but it also directly violated Section 4(e)(iii)(E) (i.e., Good Reason). In addition, UTA recently announced its acquisition of JUV Consulting, which will report to UTA Marketing. Mr. Kassan was not included in any of these discussions, let alone provided the opportunity to assess the impact of this acquisition on Medialink and UTA Marketing. We also understand that the JUV Consulting employees will be reporting to David Anderson and Julian Jacobs (co-heads of UTA Marketing). That means the JUV Consulting acquisition would fall under Mr. Kassan’s supervision. See, PSA Section 2(a), which states: “Executive shall: (i) have the authority, autonomy, discretion and responsibility to manage the long-term strategy, day-to-day operations and staff of the Company and UTA Marketing...” [Emphasis added]. UTA has violated the PSA by unilaterally acting relative to UTA Marketing.

**(April 5, 2024).** Pursuant to Section 4(e)(iii), please be advised of the following non-exhaustive events and conduct that provide “Good Reason”:

“(B) Material diminution or adverse change in Executive’s title, duties, authorities, reporting lines or responsibilities...”

1. The PSA expressly provides that UTA Marketing is to report to Mr. Kassan. See *above*, footnote 2 regarding reporting lines. UTA told UTA Marketing co-heads that they do not need to abide by the PSA; meaning, report to Mr. Kassan. Furthermore, the JUV Consulting acquisition is directly impacting UTA Marketing, and in turn, Medialink’s EBITDA, exposure, and “long-term strategy”, for which Mr. Kassan has contractual authority and autonomy. UTA has breached this provision by not only diminishing his role but eliminating Mr. Kassan’s “reporting lines or responsibilities”.
2. As you are aware from prior correspondence, Mr. Kassan specifically negotiated for “Special Expenses” in the PSA which are reflected in Section 3(i). UTA agreed and expressly provided for same and unlike Section 3(h) that provides for certain “business expense” processes, Section 3(i) is completely discretionary. As set forth in the Deal Documents, including the Issues List, Mr. Kassan was to receive in his sole discretion the use of “Special Expenses” for payment of expenses incurred in his endeavors to market and/or otherwise incur for the direct or indirect benefit of Medialink. These expenses were specifically identified in the approved 2022 budget and discussed during diligence. They included items such as event tickets, Mr. Kassan’s New York apartment, travel expenses, etc. As expressly set forth in the PSA, it was Mr. Kassan’s option to utilize the Special Expenses, but with the consequence that it will reduce Medialink’s EBITDA. Stated another way, Mr. Kassan was permitted to use the Special Expenses, “consistent with past Company practices”, but it would impact Mr. Kassan’s Earnouts since it would reduce EBITDA. From time to time, Mr. Kassan has elected to utilize Special Expenses. However, recently UTA notified Mr. Kassan that it is *unilaterally* eliminating the “Special Expenses” from the PSA (this is not permitted and *per se* a breach of the PSA), and in turn, adversely impacted Mr. Kassan’s “authorities” and “responsibilities.”<sup>4</sup>
3. UTA issued its “New Expenses Protocols”. Contained therein is a litany of *unilateral* changes that are contrary to the PSA, including the “Special Expenses”, and have impacted Mr. Kassan’s “authorities” and violated Section 2(a) (“Positions and Responsibilities”).

“(D) UTA’s intentional or knowing failure to operate the Company’s business in accordance with the then-current Company budget.”

1. As set forth above, UTA *unilaterally* issued its New Expense Protocols, which is contrary to the Company budget, among other things. As such, this provision has been violated.

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<sup>4</sup> It also appears that UTA’s focus on Special Expenses are so contrary to the Deal Documents, including the Issues List, that it comes across as a pretextual position by UTA to avoid the breaches of the PSA.



“(E) UTA intentionally operating the business, or failing to operate the business, of the Company in a manner intended to avoid or reduce any Earn-Out Payment.”

1. UTA’s actions associated with UTA Marketing, JUV Consulting, and the New Expenses Protocols have not only violated Section 2(a) of the PSA but have impaired Medialink’s ability for Mr. Kassan to achieve its Earn-Out Payment. As previously highlighted, Mr. Kassan generates revenue for Medialink through his travel and entertainment spending, which was fully disclosed, negotiated, and known during diligence. UTA has now eliminated and reduced the spending associated with Mr. Kassan’s ability to generate revenue (*i.e.*, Special Expenses). That, in turn, is going to impact Medialink’s EBITDA, and in turn, violate this provision.

“(F) Any other material breach of this Agreement by the Company or UTA.”

1. As referenced herein, and prior correspondence to you and Jack Dicario (all of which are incorporated by reference and set forth additional basis for Good Reason), the following are material breaches by UTA:
  - a. A reduction and/or elimination of Mr. Kassan’s contractual right to “manage the long-term strategy” of Medialink and UTA Marketing. For example, Mr. Kassan was not included in the JUV Consulting transaction. The co-heads of UTA Marketing will not report to Mr. Kassan, at the direction of UTA. This is a violation of Section 2(a).
  - b. A reduction and/or elimination of Mr. Kassan’s contractual right to manage the “day-to-day operations” of Medialink and UTA Marketing. The issuance of the New Expenses Protocols is a direct violation of this provision (see, Section 2(a)).
  - c. A reduction and/or elimination of Mr. Kassan’s contractual right to manage the “staff of the Company and UTA Marketing”. Mr. Kassan has been told that UTA is terminating Medialink’s CFO and eliminating other staff functions of Medialink. This is directly contrary to the contractual provisions of the PSA (see, Section 2(a)).
  - d. In the New Expense Protocols, it states that Mr. Kassan shall have certain meetings to report Medialink’s operations and provide updates concerning certain events. These provisions violate the PSA in that Mr. Kassan has the “authority” and “autonomy” to conduct these operations and shall only be required to follow the reporting requirements in the PSA.

Furthermore, please be advised that as set forth in the PSA, pursuant to Section 4(c)(v), Mr. Kassan “may elect, in his sole discretion, to forego the payments described in this Section 4(c)...Immediately upon Executive’s dispatch of such notice, Executive shall no longer be bound by any obligations contained within Section 6 of this Agreement or any similar obligations to which Executive may be bound.” Section 6 is entitled “Restrictive Covenants.” **Please be advised that Mr. Kassan is electing to – in his “sole discretion” – to forego said payments and will be released from any restrictions set forth in Section 6.**

Stefani Liquori, Esq.  
David Eiseman, Esq.  
Mr. Andrew Thau  
United Talent Agency  
March 6, 2024  
Page 5

For clarity, Mr. Kassan remains willing to seek an amendment of the PSA and discuss with Mr. Zimmer whether there is a path to continue to remain at Medialink. That said, as set forth herein, the parties have until **April 5, 2024** to do so. If the parties do not come to agreement, that shall serve as Mr. Kassan's last day at Medialink.

All rights reserved.

Very truly yours,

**MICHELMAN & ROBINSON, LLP**



Sanford L. Michelman

SLM/md

Cc: Dana A. Kravetz, Esq.  
Ronald R. Camhi, Esq.

# **EXHIBIT 4**

**SANFORD L. MICHELMAN**  
smichelman@mrlip.com

**Los Angeles Office**  
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Los Angeles, CA 90024  
P 310.299.5500 F 310.299.5600 www.mrlip.com

March 8, 2024

**Via Electronic Mail**

Stefani Liquori, Esq.  
General Counsel  
United Talent Agency, LLC  
9336 Civic Center Drive  
Beverly Hills, CA 90210  
Email: [stefanie.liquori@unitedtalent.com](mailto:stefanie.liquori@unitedtalent.com)

**Re: Media Link, LLC – Partner Services Agreement**

Dear Ms. Liquori:

We are in receipt of your alleged “Notice of Termination for Cause” dated March 7, 2024 (“Notice”), which purportedly serves to terminate Michael Kassan’s engagement under the Partner Services Agreement (“PSA”) with Medialink, LLC and United Talent Agency (“UTA”) (together, the “Company”) dated December 15, 2021. It is obvious from the letter that the Company is attempting to once again manufacture pretext to distract from its own ongoing breaches of the PSA (as noted, and now confirmed, in footnote 4 of my March 6, 2024 letter). It is also clear, as highlighted by the Company’s actions over the past several months, that the Company never negotiated with Mr. Kassan in good faith during the transaction with Ascential, nor intended to honor the material terms of the agreements between the parties (as also noted in Footnote 2 of my March 6, 2024 letter). Stated otherwise, the Company has unabashedly exploited and manipulated Mr. Kassan, his goodwill, relationships and business successes for its own gain and benefit, only to discard of Mr. Kassan when convenient. In fact, it is undisputed that the Company expressly negotiated that UTA Marketing would report to Mr. Kassan as a “material inducement” into his accepting the PSA, but that Jeremy Zimmer told the co-heads of UTA Marketing not just that they did not have to report to Mr. Kassan, but in exchange for the optics of not saying otherwise *prior* to the close of the Ascential transaction, made them partners in UTA<sup>1</sup>. Mr. Kassan will not be bullied into foregoing his lifelong commitment to the success of Medialink on a transparent pretextual basis to steal the business by not paying him his contractual amounts due under the guise of a manufactured termination for Cause, or otherwise attempting to prevent him from triggering his rights under Section 4(c)(i)(B)(v) of the PSA.

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<sup>1</sup> Please see the attached Preservation of Evidence letter. The actions of Mr. Zimmer, David Anderson, and Julian Jacobs obviously make them defendants in any litigation that may result from these events.

As an initial matter, the timing of the Company's purported Notice is inherently flawed. Mr. Kassan exercised his legal rights by sending his notice to the Company on March 6, 2024, outlining the events clearly giving rise to "Good Reason" under the PSA. The *very next day*, in retaliation for exercising his legal rights, the Company sent a letter trying to terminate Mr. Kassan. Not only did the Company engage in transparent retaliatory tactics, thereby turning this matter into a tort claim in addition to a clear claim for breach of contract, it also ignored key provisions in the PSA regarding Cause<sup>2</sup>. Specifically, the Notice purports to terminate Mr. Kassan's services pursuant to Sections 4(e)(i)(B) and 4(e)(i)(C) of the PSA – *without notice and an opportunity to cure*. The PSA, however, expressly provides that Mr. Kassan shall have twenty-one (21) days after written notice has been provided to cure any such breach of Sections (B) or (C). No such notice or opportunity to cure has been provided, in direct breach of the PSA (see, footnote 2). In fact, the Company fails to articulate how any of the unfounded bases for the termination could or have caused material: (i) public disgrace or disrepute given you and Mr. Zimmer have repeatedly stated that no one other than a few people at UTA know about the current dispute; or (ii) economic or financial injury to the Company.

As to the first point, as this is a private dispute between the Company and Mr. Kassan, there can be no material public disgrace or disrepute at issue, unless, of course, UTA has been lying to Mr. Kassan and/or otherwise disparaging Mr. Kassan to others.<sup>3</sup> As to the issue of economic or financial injury – the Company cannot point to any material financial harm to it based on Mr. Kassan's business expenditures. As noted in my prior correspondence, such expenditures have been known and disclosed for years, including as part of the diligence process in the Ascential transaction<sup>4</sup>. Moreover, it is literally impossible for the Company to make this non-curable argument without smacking of bad-faith given that UTA issued its "New Expenses Protocols" memorandum specifically seeking to cure what it perceived as deficiencies in its own control environment. ***In response, on February 14, 2024, Mr. Kassan expressly agreed to the the terms of the New Expenses Protocols which demonstrates: (1) any alleged breach (to which there were none) are curable; and (2) since Mr. Kassan agreed to the Company's requests in advance of the Notice, there was no possible breach of same.*** In fact, just yesterday, upon the Company's request and prior to receipt of the Notice, Mr. Kassan provided joint access to the Medialink bank accounts to UTA's Chief Financial Officer. Stated another way, the transparent manufacturing of the Notice to try and side-step Mr. Kassan's election of Section 4(c)(i)(B)(v) is obvious.

It is clear that the Company never cared about Mr. Kassan's willingness and ability to change past (Company-approved) practices. It was merely looking for a reason to justify its fraud in the inducement. This motivation is particularly transparent where, as here, the Company has again unilaterally made the determination that the purported events giving rise to "Cause" are not subject to cure – when, in fact, they are subject to cure *by their very nature*. The Company is alleging there is purported financial harm or risk of financial harm by way of the expense reimbursements – (assuming this is true – which we do not concede, given the "past practices" were discussed and

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<sup>2</sup> It is clear that the UTA received Mr. Kassan's Notice to Terminate for Good Reason, and could not cure the breaches, it retaliated and issued an alleged non-curable termination for cause so that UTA could try and manufacturer an argument around Section 4(c)(i)(B)(v) (Mr. Kassan's unilateral right to waive the restrictive covenants; which was done by way of the March 6, 2024 letter). UTA's intent is so transparent that given the tort claims it will be an easy path to a significant punitive damages claim.

<sup>3</sup> To the extent this is the case, Mr. Kassan will have additional claims related to such conduct against the Company and responsible individuals.

<sup>4</sup> In fact, Mr. Zimmer openly acknowledges that prior to the close of the transaction, he accepted how Mr. Kassan "rolls". Any notion this is outside the PSA or surprise will never credibly stand up in litigation. If this is the UTA position, we welcome its self-impeaching pretextual argument.

specifically negotiated (see the Issues List), and evidenced by years of success of the business) this, in and of itself, is curable in a number of ways. For example, any disputed expense reimbursements could be withdrawn, or alternatively, repaid – either of which is obviously feasible within a 21-day period. Instead, the Company has acted in bad faith in what now appears to be a repeated pattern and practice of blatant disregard for its contractual obligations. What is even more evidence of bad-faith is that the recipients of the alleged non-curable acts are Mr. Zimmer, his wife, and other UTA executives who enjoyed the benefits of the expenses to which they now complain<sup>5</sup>. It is clear that Company's actions are retaliatory for Mr. Kassan raising multiple contractual violations by the Company and exercising his legal rights.

As I have previously stated, the allowance for "Special Expenses" consistent with "past practices" was a material term of Mr. Kassan's agreements both with Ascential, as well as UTA. Skadden participated in the substantial disclosure process<sup>6</sup> and engaged in direct negotiations relative to such terms. *This is undisputed*. At all times, Mr. Kassan has been **open and honest** about the expenses related to his unique ability to bring in significant business through his relationships and related experiences – which is precisely the reason for UTA's acquisition of Medialink. The notion that there was some surprise is belied by the fact that the UTA executives were recipients of the expenditures, Medialink was audited for 2022 and these issues were never raised. These facts alone will support a claim for punitive damages.

Given the Company's ongoing pattern and practice of ignoring negotiated terms, be advised that Mr. Kassan will take all necessary steps to preserve his rights as against the Company and the executives involved, individually<sup>7</sup>. Aside from the clear (ongoing) breaches of the PSA,<sup>8</sup> Mr. Kassan maintains multiple claims under New York law, including but not limited to claims for fraud in the inducement arising out of the Company's clear intent not to honor the material terms of the PSA<sup>9</sup> (see *MBIA Ins. Corp. v. Credit Suisse Securities (USA) LLC*, 32 Misc.3d 758 (2011); see also *Gateway International, 360, LLC v. Richmond Capital Group, LLC*, 201 A.D.3d 406 (2022) (holding that a corporate officer who participates in the commission of a tort can be held personally liable)); breach of the covenant of good faith and fair dealing (see *511 W. 232<sup>nd</sup> Owners Corp. v. Jennifer Realty Co.*, 98 N.Y.2d 144(2002); see also *MBIA Ins. Co. v. GMAC Mortg. LLC*, 30 Misc.3d 856,865 (2010)); and retaliation (see *NY Labor* section 740; see also *Zito v. Fischbein Badillo Wagner Harding*, 11 Misc.3d 713 (2006) (holding that a contract partner may be an employee)). As you are aware, New York law is clear that the UTA and UTA Marketing executives will be subject to personal liability for blatant retaliation against Mr. Kassan for exercising his legal rights.

The Company's conduct give rise to significant exposure both at the corporate level and individually for those culpable. At a minimum, Mr. Kassan's compensatory damages alone total

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<sup>5</sup> Rest assured, if litigation ensues, every one of the recipients of the expenses will be deposed.

<sup>6</sup> The issue of conflicts by virtue of Skadden now engaging in the purported investigation of expenses should be of serious concern to the Company and will certainly be raised to any trier of fact.

<sup>7</sup> This includes the UTA executives and UTA Marketing executives.

<sup>8</sup> We disagree with your conclusory statements relative to Mr. Kassan's Notice of Termination for Good Cause. We have outlined numerous specific breaches of the PSA which you have failed to address, given their factual accuracy. Separately, Mr. Kassan has not threatened to engage in activities covered by the restrictive covenants, but rather his unilateral right, in his "sole discretion", to provide notice of his intent to exercise his contractual right to be released from same.

<sup>9</sup> As previously noted, this relates not only to the Company's failure to honor the agreed-upon expense reimbursement protocols, but also the Company's blatant disregard for its obligations relative to Mr. Kassan's oversight of UTA Marketing.

approximately **\$16,000,000<sup>10</sup>**. As I am sure you are aware, Mr. Kassan will also be entitled to attorneys' fees and punitive damages in connection with these claims (see *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996) (indicating punitive damages may reach a ratio of up to 10:1)). Mr. Kassan's damages will result in an award against the Company and executives well in excess of **\$160,000,000<sup>11</sup>**. There should be no doubt that Mr. Kassan will pursue his remedies if this matter is not resolved immediately and amicably.

We have continued to communicate with you in good faith and Mr. Kassan has fully cooperated with the Company's requests, despite the Company's blatant disregard for its contractual obligations. At this time, it appears the Company has no intention of resolving these matters amicably, but we are providing the Company an opportunity to try and do so. If not, be advised that we shall proceed accordingly.

All Rights Reserved.

Very truly yours,

**MICHELMAN & ROBINSON, LLP**



Sanford L. Michelman

SLM:md

Enclosure

Cc: Dana A. Kravetz, Esq.  
Ronald R. Camhi, Esq.

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<sup>10</sup> Per the PSA, Mr. Kassan would be entitled to his severance (~\$10,000,000), plus the time remaining on his PSA, plus expectation damages given the notion 4(c)(i)(B)(v) is not waived. This number does not include attorneys' fees and costs, and other damages.

<sup>11</sup> We assume you will notify the firm's auditors and audit committee of this claim so it can be appropriately noted and reserved. If not, we will discover this governance failure in discovery.

# **ARBITRATION AGREEMENT**



## **EXHIBIT E**

### **MUTUAL AGREEMENT TO ARBITRATE CLAIMS**

Media Link, LLC (hereinafter the “Company”) and United Talent Agency, LLC (“UTA”), on the one hand, and I, on the other hand, recognize that disputes may arise between us during or following my employment with the Company which we may be unable to resolve to our mutual satisfaction. By entering into this Mutual Agreement to Arbitrate Claims (the “Agreement”), the Company, UTA and I anticipate gaining the benefits of a speedy, practical and impartial dispute-resolution procedure, while acknowledging that we both are foregoing resort to a court of law and resolution by a judge or jury.

**Claims Covered and Excluded by the Agreement:** In consideration of my employment or continued employment with the Company, the Company, UTA and I agree to submit to final and binding arbitration of all claims, disputes and controversies arising out of, relating to or in any way associated with my employment or its termination (hereinafter, “Claims”) that I may have against the Company, UTA or their respective affiliates, assigns, predecessor or successor entities, past or present, or any of its or their officers, directors, employees, shareholders or agents in their capacities as such, and all Claims that the Company or UTA may have against me. Such Claims include, but are not limited to, wage and benefits claims; contract claims, including any claim, dispute or controversy arising out of or relating to the Partner Services Agreement between me and the Company dated as of December 15, 2021 (the “Partner Services Agreement”), its enforcement or its interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions; personal injury claims; tort claims; defamation claims; claims for employment discrimination based on age, sex, race, national origin, color, religion, disability (actual or perceived), medical condition, marital status and sexual orientation; claims for harassment, including sexual harassment; claims for misappropriation of trade secrets and claims for violation of any federal, state, local or other governmental law, constitution, statute, regulation, or ordinance. Only the following claims are excluded from this Agreement: (1) Claims by me for workers’ compensation, unemployment compensation, or state disability benefits, and claims based upon any pension or welfare benefit plan the terms of which contain an arbitration or other non-judicial dispute resolution procedure, and (2) Claims which are not permitted by applicable law to be subject to a binding pre-dispute arbitration agreement (after application of Federal Arbitration Act preemption principles). I understand that nothing in this Agreement precludes me from filing administrative claims with government agencies (such as the California Department of Fair Employment and Housing or the New York State Department of Labor) or from participating in an administrative investigation of a charge before any appropriate government agency, and that I am not required to exhaust my administrative remedies before bringing an arbitration under this Agreement.

**Arbitration Procedures:** Any Claim covered by this Agreement will be decided exclusively by final and binding arbitration before a single arbitrator. Any such Claim will be submitted to JAMS and subject to JAMS Employment Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration, except as modified herein. A copy of the JAMS Employment Arbitration Rules and Procedures is available at <https://www.jamsadr.com/rules-employment->

[arbitration/](#). Each of the arbitrator candidates offered by JAMS shall be a retired judicial officer. The arbitration shall take place in the County of Los Angeles, California.

**Selecting an Arbitrator:** The parties may select any mutually agreeable, qualified arbitrator. If the parties are unable to do so, the Company and UTA's General Counsel will secure a list of retired judges in the Los Angeles metropolitan area from JAMS. The Company or UTA, on the one hand, and I on the other hand, will alternately strike names off the list until an arbitrator is chosen. The first such party to strike a name from the list will be chosen by the flip of a coin.

**Governing Law and Arbitrator Powers:** The Company, UTA, and I each acknowledge that they and I are engaged in interstate commerce. This Agreement is intended to be governed by the Federal Arbitration Act and, as a result, to the fullest extent allowed by the Federal Arbitration Act, state laws governing arbitration provisions that would otherwise apply to this Agreement are preempted. In deciding the legal issues related to any Claim(s) and determining an appropriate remedy, legal or equitable, the arbitrator shall apply federal law or, if not applicable, shall apply the laws of the State of New York (provided, however, the location of any arbitration shall be Los Angeles, California), without regard to choice-of-law or conflict-of-law provisions thereof. The arbitrator shall have exclusive authority to resolve any dispute relating to the arbitrability of any Claim or matter, or the interpretation, applicability, enforceability or formation of the Partner Services Agreement including, but not limited to, any Claim that all or any part of the Partner Services Agreement is void or voidable. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes, and shall entertain and promptly rule on any motions to dismiss, motions for summary judgment or summary adjudication, and motions in limine by any party. Absent agreement of the parties, the arbitrator shall apply the Federal Rules of Civil Procedure applicable to any such motion. The arbitrator's decision shall be based solely upon the evidence and arguments presented, and the arbitrator shall decide only the issues submitted by the parties. No stenographic transcription of the arbitration proceedings will be made unless mutually agreed in writing. Either party, upon request at the close of hearing, shall be given an opportunity to file a post-hearing brief. The time for filing such a brief shall be set by the arbitrator. The arbitrator shall render a written final and binding award and opinion within 30 days of the close of the arbitration stating the initial findings and conclusions upon which the arbitrator's award is based.

**Arbitration Fees and Costs:** The Company or UTA shall bear all costs that are unique to arbitration, including facility charges, arbitrator fees and court reporter fees. Each party shall pay its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and/or costs, or if there is a written agreement providing for fees or costs, the arbitrator may award reasonable fees and/or costs to the prevailing party. Any dispute as to who is the prevailing party and/or the reasonableness of any fee or cost shall be resolved by the arbitrator.

**Judicial Review:** The decision of the arbitrator shall be final and binding. A reviewing court may only confirm, correct or vacate an award in accordance with the standards set forth in Sections 10, 11 and 12 of the Federal Arbitration Act (9 U.S.C. sects. 1 et seq.), as applicable. Both parties agree that they are subject to the jurisdiction of the state or federal courts where the arbitration is held for the purposes of enforcing or setting aside an award under this Agreement and waive any objection to (i) personal jurisdiction, (ii) venue, and (iii) service of process.

**Entire Agreement; Survivability; Modifiability; Severability:** Subject to Section 11 of the Partner Services Agreement, this Agreement constitutes and contains the entire agreement and final understanding between the Company, UTA and me regarding the arbitration of Claims between us, is intended by the parties as a complete and exclusive statement of the terms of our arbitration agreement, and supersedes and replaces all prior or contemporaneous oral or written negotiations or agreements on the subject. No party is relying on any representations, oral or written, on the subjects of the effect, enforceability or meaning of this Agreement, except as specifically set forth herein. This Agreement shall survive the termination of my employment, and applies to Claims whether they arise or are asserted during or after termination of my employment with the Company, and can only be changed, modified, rescinded or superseded by an express written agreement signed by me, a duly authorized representative of the Company and a member of UTA's Board of Directors. If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication will not affect the validity of the remainder of the Agreement that will remain in full force and effect.

**I REPRESENT AND ACKNOWLEDGE THAT I CAREFULLY HAVE READ THIS AGREEMENT, AM VOLUNTARILY SIGNING IT, COMPLETELY UNDERSTAND IT, AND AGREE WITH ITS TERMS. I HAVE HAD THE OPPORTUNITY TO SEEK LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.**

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Mutual Agreement to Arbitrate Claims on the dates indicated below.

MICHAEL KASSAN

DATED: December 15, 2021

  
\_\_\_\_\_

UNITED TALENT AGENCY, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Thau  
Title: Vice President and Chief  
Operating Officer

MEDIA LINK, LLC

By: United Talent Agency, LLC,  
its sole member

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Thau  
Title: Vice President and Chief  
Operating Officer


IN WITNESS WHEREOF, the parties have executed this Mutual Agreement to Arbitrate Claims on the dates indicated below.

MICHAEL KASSAN

DATED: \_\_\_\_\_

UNITED TALENT AGENCY, LLC

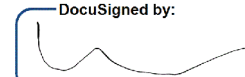
DATED: December 15, 2021

By:  \_\_\_\_\_  
DocuSigned by:  
2553355EF74F40C...  
Name: Andrew I hau  
Title: Vice President and Chief  
Operating Officer

MEDIA LINK, LLC

By: United Talent Agency, LLC,  
its sole member

DATED: December 15, 2021

By:  \_\_\_\_\_  
DocuSigned by:  
2553355EF74F40C...  
Name: Andrew I hau  
Title: Vice President and Chief  
Operating Officer