

AMERICAN ARBITRATION ASSOCIATION
Fort Lauderdale, Florida
Case No. _____

MICHAEL FISTEN,

Complainant,

v.

JULIE K. BROWN,


Respondent.

_____ /

STATEMENT OF CLAIM

Claimant, MICHAEL FISTEN (hereinafter "FISTEN"), by and through undersigned counsel, sues Respondent, JULIE K. BROWN (hereinafter "BROWN"), and alleges the following:

I. INTRODUCTION

FISTEN, as co-author of a book about the crimes and prosecution of Jeffrey Epstein together with BROWN (hereinafter called the "Work"), brings this action against BROWN for declaratory relief, accounting for  of all proceeds generated from the Work, breach of fiduciary duty, and injunctive relief, and as grounds therefore, alleges as follows:

II. PARTIES, JURISDICTION AND VENUE

1. FISTEN is a resident of Broward County, Florida, who is over the age of 18 and otherwise *sur juris*.

2. BROWN is a resident of Broward County, Florida, is over the age of 18 and otherwise *sui juris*.

3. This is an action for damages in excess of \$575,000.00, exclusive of interest, costs and attorneys' fees.

4. Venue is proper in this tribunal pursuant to the contract attached hereto.

III. GENERAL ALLEGATIONS

5. FISTEN was a long time law enforcement officer and decorated detective and over the past 10 years was a licensed private investigator working in relevant times for lawyer, Brad Edwards, investigating alleged crimes and civil actions on behalf of victims of Jeffrey Epstein.

6. BROWN was at all times relevant a writer for the Miami Herald, who in 2018 was writing articles about Jeffrey Epstein (Epstein).

7. In early February, 2019, Brown requested to have lunch with FISTEN to discuss his investigation of Epstein. At this point, FISTEN had spent 10 years investigating Epstein and his collaborators, interviewing and locating many victims and others. She inquired if FISTEN was interested in writing a book about Epstein. FISTEN said he was, had written portions of the book and had shopped the book to publishing companies through his literary agent in New York. BROWN replied that, like FISTEN, she was shopping a book based upon her newspaper stories. She indicated that she had never written a book, could not do it without help and needed the results of FISTEN's investigation to complete her book.

8. FISTEN, BROWN and their respective literary agents believed they were better off to work together, rather than have competitive books about the same subject matter.

9. In February/March of 2019, BROWN's agent at ICM presented an offer from Penguin Books with an advance of \$420,000. BROWN and FISTEN agreed to proceed with that offer. However, shortly thereafter, Epstein was arrested and the "Epstein story" garnered great

national, if not international publicity.

10. BROWN then backed out of the deal with Penguin and as a result, her agent fired her. BROWN then hired Laurie Liss of Sterling Lord Literistics and they began to draft a collaboration agreement between FISTEN and BROWN.

11. BROWN and FISTEN then executed a collaboration agreement, dated May 17, 2019, which is attached hereto as **Exhibit A** and hereinafter called the "Contract."

12. Shortly thereafter, BROWN and FISTEN received an offer from publishing giant, Harper Collins, for an advance of \$1,000,000. FISTEN and BROWN agreed to split the \$1,000,000. Harper Collins paid the first tranche of the advance of \$300,000, which was split between BROWN and FISTEN. The next payment of \$300,000, was to be paid upon acceptance of the manuscript by the Publisher, which we have reason to believe has already occurred in August of 2020 adhering to her September 1st deadline by the publisher.

13. Brown then negotiated to sell rights to the jointly created work to HBO. Initially, , she lied to FISTEN claiming all of this money would be paid to her employer, The Miami Herald.

14. BROWN then admitted that she was licensing the rights to HBO for a filmed project based upon FISTEN's and BROWN's book to be directed by Adam McKay. Brown had advised Fisten that she also wanted him to benefit from the HBO project, but later lied to him claiming that her employer The Miami Herald sold the rights of the story to HBO and that she too was cut out of that deal. Later through sources we had learned that the HBO film is based on the book and that Julie received approximately \$450,000, in advance.

Brown and Fisten's Collaborations

15. Based upon FISTEN's 10 years of investigations, working with attorney Brad

Edwards, he assembled a great deal of information about Epstein, his collaborations, his victims and his prosecution. Working together with BROWN to create the Work, he exchanged with her 183 phone calls from June 2019, totaling more than 27 hours.

16. Between 2019-2020, BROWN and FISTEN exchanged information set forth in more than 800 text messages, 110 emails containing more than 50 documents (assembled, written, compiled by FISTEN) which is directly used in the Book. FISTEN provided to BROWN 372 exhibits, 300 photographs (taken by FISTEN), 162 pages of FISTEN's notes, a 26 page book proposal, and 41 pages of FISTEN's personal notes, including FISTEN's proprietary information about sex slave, Virginia Roberts, details about how Epstein was able to lure his victims, information about Brad Edwards, the lawyer who represented many of the victims, information about Epstein's violation of the terms of this probation, information about people such as Bill Clinton, Alan Dershowitz and Prince Andrew, information about Clevsa Weber, Maritza Milagros Vasquez, Rosalie and Michael Friedman, Richard Fandrew, Ghislaine Maxwell, Shauna Rivera, Saige Gonzalez, Salah Kellen, 80 associates of Epstein, 19 employees of Epstein, 5 pilots who worked for Epstein, the 14 law enforcement officers and agents who worked on the Epstein case, 54 other victims and dozens of Epstein's childhood friends, background information about Brad Edwards, as well as other information about Alex Acosta's prosecution of and ultimate plead agreement with Epstein all of which Brown incorporated into her newspaper articles and into the Book.

17. BROWN then asked FISTEN to obtain more background information for their Book, asking him to complete tasks, that she knew would not be possible, such as asking him to interview federal jail guards who were guarding Epstein when he committed suicide, guards that were under federal indictment, she asked him to interview FBI agents involved in the Epstein


investigation that she herself tried to interview and knew because of there official position would not be able to speak of the case.

18. All of the foregoing information is proprietary to FISTEN, given to BROWN as part of the Collaboration Agreement, and an integral part of the Work and other projects that follow based upon the Work. FISTEN gave BROWN all information that he compiled about Epstein, holding nothing back.

19. Upon information and belief, Brown completed a licensing agreement with HBO and received \$450,000 which she did not share with FISTEN, nor has she shared the balance of advance payment that she received from Harper Collins.


The Collaboration Agreement

20. Pursuant to the Contract, FISTEN agreed to provide his proprietary work and information to BROWN, so they could work together to “complete a manuscript for the Work” to be delivered to ICM for submission to potential publishers.

21. Pursuant to paragraph 4a of the Contract, Brown agreed to pay FISTEN % of the net proceeds (as defined) of all advances, sums arising from royalty and licensing income.

“All such sums shall be paid to FISTEN promptly following Brown’s receipt.”

Pursuant to paragraph 4b:

“Brown agrees to pay FISTEN % of the net proceeds of all advances, royalties and licensing income through the exploitation of any other publication rights in the Work throughout the world”

Pursuant to paragraph 7, FISTEN is to get credit for his contributions to the Work.

Brown Attempts to Cut Out Fisten Out of the Money He Is Entitled To

22. On October 16, 2020, FISTEN received a letter from BROWN’s lawyer, (falsely) claiming that FISTEN had breached the terms of the Contract by withholding certain information

that he assembled. This is not true. This letter was sent solely so that BROWN could make a claim to keep 100% of the money paid by HBO and Harper Collins for herself.

Brown Holds Herself Out to the Public as the Person Who Investigated and Uncovered Epstein and his Crimes, Falsely taking Public Credit for Fisten's 10 Years of Work

23. BROWN has held herself to the public as the person (not FISTEN) who investigated and uncovered Epstein's crimes. She has received numerous awards, which she would not have received, but for the contributions of FISTEN as detailed. BROWN actually proclaims herself as the person who "brought down Jeffrey Epstein," which if called upon will be highly disputed by attorneys, investigators and prosecutors who have and still are working this Epstein case.

COUNT I – DECLARATORY RELIEF

24. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 23 above as if set forth herein.

25. There is a bona fide, actual, present, and practical need for a declaration that the FISTEN, as the co-author of the Work, is entitled to receive █% of the proceeds derived from the exploitation of the Work.

26. FISTEN performed investigation services and he authored many passages in, and the Work is based predominantly upon his proprietary information and work product. As such, under the terms of the Contract, he is entitled to █% of the proceeds derived from the exploitation of the Work.

WHEREFORE for the reasons set forth herein, FISTEN respectfully requests this Tribunal to enter a judgment declaring that he is entitled to █% of the proceeds derived from the exploitation of the Work and for any such other relief this Tribunal deems just and appropriate.

COUNT II – ACCOUNTING FOR 50% OF ALL PROCEEDS FROM THE WORK

27. FISTEN re-alleges and re-avers the allegations of paragraphs 1 through 23 above as if set forth herein.

WHEREFORE for the reasons set forth herein, FISTEN respectfully requests this Tribunal to enter a judgment granting him 50% of all proceeds generated from the exploitation of the Work; and for any such other relief this Tribunal deems just and appropriate, including interest, cost of this arbitration and attorney's fees.

COUNT III – BREACH OF FIDUCIARY DUTY

28. FISTEN re-alleges and re-avers the allegations of paragraphs 1 through 23 above as if set forth herein.

29. As Co-Authors and collaborators and as partners in the proceeds of the Work, Brown owed a fiduciary duty to FISTEN.

30. Based upon the relationship of the parties, FISTEN relied upon BROWN to act in his best interests.

31. BROWN breached her fiduciary duty that she owed to FISTEN by failing to account and pay monies due to FISTEN from the exploitation of the Work and by acting intentionally and punitively to cut him out of the benefits of his work.

32. As a direct and proximate result of BROWN's breach of the fiduciary duty that she owed to FISTEN, he has been damaged.

WHEREFORE for the reasons set forth herein, FISTEN respectfully requests this Tribunal to enter a judgment of breach of fiduciary duty on BROWN's behalf; and for any such other relief this Tribunal deems just and appropriate, including an award of punitive or exemplary damages.

COUNT IV BREACH OF CONTRACT

33. FISTEN re-alleges and re-avers the allegations of paragraphs 1 through 23 above as if set forth herein.

34. This is a count for breach of the Contract.

35. At all time and in all respects Fisten complied with his obligations under the terms of the Contract.

36. All conditions precedent under the Contract have occurred or have been waived.

37. Brown breached her obligations under the terms of the Contract by failing and refusing to pay to Fisten 50% from all monies paid by Harper Collins, HBO and possibly others as clearly mandated under the terms of the Contract.

38. As a direct and proximate result of Browns breaches of the Contract, Fisten has been damaged.

Wherefore for the reasons set forth herein, Fisten asks this tribunal to award him damages, interest and attorneys fees and this tribunal deems appropriate.

COUNT V RECISSION AND INJUNCTION

39. FISTEN re-alleges and re-avers the allegations of paragraphs 1 through 23 above as if set forth herein.

40. This count is pled in the alternative to the claims for legal relief.

41. To the extent that BROWN has materially breached all of her obligations under the terms of the Contract, FISTEN is entitled to rescind the Contract.

42. Based upon the rescission of the Contract, FISTEN, as joint author of the Work, and as co-owner of the copyright in the Work, his rights have been infringed by BROWN and

her licensees. As such, there is a substantial likelihood that FISTEN will prevail on the merits of his claims.

43. BROWN has caused and continues to cause irreparable injury to FISTEN as a result of her and her licensees' copyright infringement upon his creations, by not properly crediting him for his contributions as co-author of the Work. Such harm cannot be fully remedied by money damages alone. Based on BROWN's purposeful infringement, FISTEN has suffered irreparable injury.

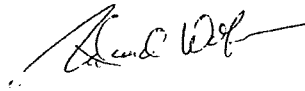
44. The risk of lost reputation and goodwill on FISTEN's behalf, should BROWN and her licensees' infringing activities continue, far outweighs any hardship to BROWN caused by enjoining those activities. BROWN will not be harmed by accurately acknowledging Plaintiff as co-author of the Work. Thus, an immediate injunction should be issued because there is minimal harm to BROWN but the harm to FISTEN is irreparable.

45. FISTEN has demonstrated that BROWN and her licensees' infringement has stripped him of any recognition or accreditation for his hard work, proprietary information property and overall contributions to the Work.

WHEREFORE for the reasons set forth herein, FISTEN respectfully requests that this Tribunal to grant injunctive relief in his favor to restrain and prevent any further infringement of FISTEN's property.

Respectfully submitted,

WOLFE LAW MIAMI, P.A.
Counsel for Claimant Michael Fisten
Latitude One Building
175 SW 7th Street, Suite 2410
Miami, Florida 33131
Telephone: 305-384-7370
Facsimile: 305-384-7371

A handwritten signature in black ink, appearing to read "Richard C. Wolfe", with a long horizontal flourish extending to the right.

By: /s/Richard C. Wolfe

RICHARD C. WOLFE

Florida Bar No. 355607

COLLABORATION AGREEMENT

between

JULIE K. BROWN
(hereinafter "Brown")

and

MICHAEL FISTEN
(hereinafter "Fisten")

*para 2.
para 5.*

WHEREAS, Brown desires to enter into a Publishing Agreement (the "Publishing Agreement") with a publisher (the "Publisher") for the publication of a currently-untitled book-length non-fiction work about the crimes and prosecution of Jeffrey Epstein (the "Work", which term shall be deemed to include the proposal specified herein);

WHEREAS, Brown desires to engage Fisten to provide materials and research services for the development of a book proposal and manuscript for the Work, upon the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Brown and Fisten hereby agree as follows:

1. **ENGAGEMENT.** Fisten shall cooperate with Brown to produce a proposal and, after a Publishing Agreement is secured, a manuscript for the Work pursuant to the terms of this Agreement and pursuant to the terms of the Publishing Agreement.

2. **DUTIES.** (a) Fisten agrees to give his story, personal interviews and other information and materials obtained by Fisten relating to the subject-matter of the Work exclusively to Brown for possible inclusion in the proposal and/or Work. Fisten shall make himself reasonably available in a timely manner by submitting to interviews with Brown at mutually agreeable times and places, shall provide Brown with relevant ideas, documents, information, anecdotes, photographs and other materials related to the subject matter of the Work, and shall diligently complete any research reasonably necessary to complete the manuscript for the Work. Brown will first prepare a proposal in cooperation with Fisten to be delivered to ICM Partners for submission to potential publishers. After the Publishing Agreement is secured, Brown will undertake the writing necessary to complete the manuscript for the Work. Brown shall have sole editorial control over the proposal and Work and shall be responsible for the scope, concept, style, organization and language therein. Brown may provide Fisten with drafts of the work in progress and Fisten agrees to promptly review any such drafts for accuracy. Each party shall dedicate an amount of their time sufficient to complete each of the party's respective duties.

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EX "A"

(b) The cost for all necessary releases and permissions for materials included in the Work shall be shared equally by Brown and Fisten. Fisten agrees to promptly advise Brown with regard to any material contributed by Fisten that is included in the proposal or the Work that may require releases or permissions from third parties. With respect to any materials controlled by Fisten included in the Work, Fisten hereby grants to Brown an exclusive, royalty-free license to Brown for Brown and her licensees to exploit all rights in the Work and derivatives thereof worldwide in perpetuity.

(c) Fisten agrees that under no circumstances will Fisten have any right to prevent or compel publication of the Work by Brown or Publisher, its licensees or assigns, or to exercise any rights in the Work, or to any compensation other than specifically provided herein, including, but not limited to, compensation for loss of opportunity.

3. THE PUBLISHING AGREEMENT. As between Brown and Fisten, any and all contracts for the sale, lease, license or other disposition of any of the rights in or related to the Work, including but not limited to the Publishing Agreement, shall require the approval and signature of Brown alone in her sole discretion, and Fisten shall have no authority to contract on behalf of Brown or otherwise enter into any agreements with respect to the Work. Brown will consult with Fisten with regard to the financial terms as proposed in the Publishing Agreement prior to execution thereof.

4. FINANCIAL PARTICIPATION In consideration for all services Fisten is to render hereunder, and upon the condition that he complies with his material obligations, Brown shall pay Fisten as follows:

(a) Brown agrees to pay Fisten [REDACTED] of the Net Proceeds (as defined below) of all advances (including any bonus advances) paid by the Publisher to Brown pursuant to the terms of the Publishing Agreement, and [REDACTED] of the Net Proceeds of all sums arising from royalty and licensing income generated under the Publishing Agreement that is received from the Publisher after Publisher recoups all of its advances (including any bonus advances) pursuant to the terms of the Publishing Agreement. All such sums shall be paid to Fisten promptly following Brown's receipt of such sums from the Publisher pursuant to the terms of the Publishing Agreement.

(b) Brown agrees to pay Fisten [REDACTED] of the Net Proceeds of all advances, royalties, and licensing income received through the exploitation of any other publication rights (including non-dramatic audio and electronic book) in the Work in any and all languages throughout the world pursuant to the terms of such other publishing rights agreements as may be entered into by Brown with respect to the Work. All such sums shall be paid to Fisten promptly following Brown's receipt of such sums from the respective licensee pursuant to the terms of the respective license.

(c) Net Proceeds shall be defined as all amounts received by Brown from third parties from the disposition of publication rights in the Work net only of: (i) the combined commission payable

pursuant to Paragraph 5(c) below); and (ii) if deemed necessary by Brown and/or Publisher, the actual, reasonable costs associated with the engagement by Brown of a third-party writer to provide editorial services for the manuscript of the Work.

(d) Brown will provide Fisten with copies of the relevant parts of any written agreements in Brown's possession for the Work in which Fisten is a financial participant pursuant to this Agreement.

(e) For avoidance of doubt, nothing contained in this Agreement shall be deemed to entitle Fisten to participate, financially or otherwise, in the exploitation of Brown's life rights or any other non-publication rights, including but not limited to motion picture or television rights based on the Work. Nothing contained in this Agreement shall be deemed to grant to Brown control of Fisten's life rights or any financial participation therein.

5. REPRESENTATIVES. (a) Brown hereby irrevocably appoints ICM Partners ("ICM"), 65 East 55th Street, New York, NY 10022 (Attn: Sloan Harris and Kristine Dahl) as her exclusive agent with respect to the Work, such appointment being coupled with an interest and irrevocable, and Brown shall irrevocably authorize the Publisher and any other third party to pay all monies due or to become due to Brown in connection with the Work to and in the name of said agent. Receipt by said agent shall be deemed receipt by Brown. In return for services rendered and to be rendered by the agent in connection with the Work, Brown hereby irrevocably agrees to pay and authorizes said agent to receive and retain as its commission the compensation described in Paragraph 5(c) below.

(b) For a term equal to the full term of copyright for and in the Work, Fisten irrevocably appoints 3 Arts Film and Television, LLC ("3Arts") as Fisten's sole and exclusive representative with respect to the Work, and 3Arts is hereby irrevocably authorized and empowered by Fisten to receive in 3Arts' name all proceeds due or to become due to Fisten hereunder, and Brown agrees to remit all such proceeds to 3Arts. In consideration of services rendered and/or to be rendered in connection with the Work, 3Arts is irrevocably entitled to receive and retain as its commission the compensation described in Paragraph 5(c) below. 3Arts' right to commissions cannot be terminated without the written consent of 3Arts. This paragraph will survive the termination of this agreement.

(c) Anything herein to the contrary notwithstanding, it is understood and agreed that ICM shall be the exclusive representative of the Work for the purpose of soliciting offers in connection with the sale, license or other disposition of the Work and any and all rights therein in any and all media now or hereafter known in all countries throughout the world. ICM will use commercially reasonable efforts to meaningfully consult with 3Arts in connection with securing the Publishing Agreement. It is expressly agreed that: (i) ICM will be entitled to a commission equal to 10% of all gross monies paid by any third parties in respect of dispositions by Brown of any publication rights in the Work, and 15% of all gross monies paid by any third parties in respect of dispositions by Brown of any rights in the Work other than publication rights, and (ii) 3Arts will be entitled to a commission equal to 5% of all gross monies paid by any third parties in respect of dispositions by Brown of any publication rights in the Work. Amounts paid to Fisten by Brown shall be inclusive of 3Arts' commission.

6. **EXPENSES.** Unless otherwise mutually agreed, Brown and Fisten shall each be responsible for the expenses they incur in connection with the preparation and publication of the Work. The preceding notwithstanding, the parties agree to share equally in the costs associated with any releases and permissions required with regard to third-party material that is included in the Work. Such expenses shall be agreed upon by the parties in advance, and shall be settled between the parties from time to time upon presentation of such itemized and documented expenses for such third-party material. Furthermore, the parties agree and acknowledge that in the event Brown and/or Publisher deem it necessary for a third-party writer to be engaged by Brown to provide editorial services for the manuscript for the Work, such costs shall be shared equally and deducted from gross proceeds pursuant to Paragraph 4(c).

7. **CREDIT.** The parties agree and acknowledge that the sole authorship credit for the Work shall be in the name of Julie K. Brown. Provided this Agreement is not terminated, Brown shall provide an acknowledgement for Fisten in the acknowledgements section of the Work. Fisten grants to Brown the irrevocable right (but not the obligation) to use Fisten's name and approved likeness in the Work.

8. **WARRANTIES AND REPRESENTATIONS.** (a) Fisten hereby represents, warrants and agrees that (i) Fisten has a bona fide intention to cooperate with Brown in the preparation of the manuscript of the Work, (ii) Fisten has no other contractual commitments of any kind which will or might materially conflict or interfere with the performance of Fisten's obligations hereunder, and (iii) any portion of the manuscript for the Work deriving from information and/or materials provided by Fisten will not contain any matter which is libelous or, to the best of Fisten's knowledge, obscene, (iv) the publication or sale of any portion of the manuscript for the Work deriving from information and/or materials provided by Fisten will not violate any federal or state statute or regulation or be in any manner unlawful, (v) any portion of the manuscript for the Work deriving from information and/or materials provided by Fisten will not violate the right of privacy or other right of any person or party or infringe any common law or statutory copyright, (vi) all information and/or materials provided by Fisten will be original with Fisten, have not been previously published (except as identified to Brown), are not in the public domain (except as identified to Brown), and are not copied in whole or in part from any work unless otherwise indicated (vii) all facts stated as true in any portion of the manuscript for the Work deriving from information and/or materials provided by Fisten are true or based upon reasonable research for accuracy, (viii) any recipe, formula, procedure or instruction contained in any portion of the manuscript for the Work deriving from information provided by Fisten is not injurious to the user, (ix) Fisten has full power and authority to enter into this Agreement.

(a) Brown hereby represents, warrants and agrees that (i) Brown is a professional writer, knowledgeable in the art of writing books and other journalistic works, familiar with the English language and its usage, syntax, and grammar, (ii) Brown has no other contractual commitments of any kind which will or might materially conflict or interfere with the performance of Brown's obligations hereunder, (iii) any portion of the manuscript for the Work deriving from information provided by Brown will not contain any matter which is libelous or, to the best of Brown's

knowledge, obscene, (iv) the publication or sale of any portion of the manuscript for the Work deriving from information provided by Brown will not violate any federal or state statute or regulation or be in any manner unlawful, (v) any portion of the manuscript for the Work deriving from information provided by Brown will not violate the right of privacy or other right of any person or party or infringe any common law or statutory copyright, (vi) all facts stated as true in any portion of the manuscript for the Work deriving from information provided by Brown are true or based upon reasonable research for accuracy, (vii) any recipe, formula, procedure or instruction contained in any portion of the manuscript for the Work deriving from information provided by Brown is not injurious to the user, (viii) Brown has full power and authority to enter into this Agreement.

(c) The provisions of this paragraph 8 shall survive the termination of this Agreement for any reason.

9. INDEMNIFICATION. (a) Brown will indemnify and hold harmless Fisten, and/or his heirs, executors, administrators, legal representatives, and assigns, from any and all claims, demands, suits, losses, costs, expenses (including, without limitation, reasonable attorneys' fees, legal costs and any amount paid by Fisten or such other in settlement of such claims, demands and/or suits, provided such settlement is approved by Brown, such approval not to be unreasonably withheld) which may be obtained against, imposed upon or suffered by Fisten, and/or his heirs, executors, administrators, legal representatives, and assigns, by reason of any breach by Brown of this Agreement or Brown's representations and warranties contained herein.

(b) Fisten will indemnify and hold harmless Brown, and/or her heirs, executors, administrators, legal representatives, and assigns, from any and all claims, demands, suits, losses, costs, expenses (including, without limitation, reasonable attorneys' fees, legal costs and any amount paid by Brown or such other in settlement of such claims, demands and/or suits, provided such settlement is approved by Fisten, such approval not to be unreasonably withheld) which may be obtained against, imposed upon or suffered by Brown, and/or her heirs, executors, administrators, legal representatives, and assigns, by reason of any breach by Fisten of this Agreement or Fisten's representations and warranties contained herein.

(c) The provisions of this paragraph 9 shall survive the termination of this Agreement for any reason.

10. OWNERSHIP OF COPYRIGHT. Brown owns and will own copyright and all other rights in the Work (including, without limitation, the proposal for the Work, all drafts, notes, tape recordings, research and other preparatory materials) throughout the world in perpetuity. The Work and the results and proceeds of Fisten's services hereunder, from inception of its creation to its completion will be entirely the property of the Brown, in perpetuity, throughout the universe, under copyright and otherwise, free of any claim whatsoever, financial or otherwise, by Fisten. Fisten will have no right or power to apply for copyrights in his name, in Brown's name, or in the name of the Publisher, or in the names of any of their heirs, legal representatives, successors, or assigns, and Fisten acknowledges that Brown will be entitled to register for copyright in the

Brown's and/or her designee's sole name(s). Brown will have the right to use or not use any of the Work and/or to modify or otherwise alter the Work as Brown deems appropriate. Fisten hereby waives the benefit of any provision of any law known as the "moral rights" of authors or any law similar or analogous thereto. Brown will have the perpetual right to utilize and exploit the Work in any manner or media anywhere in the world and may authorize and license others to do so as Brown determines. Fisten hereby assigns to Brown all of Fisten's right, title and interest in the copyright and all other rights in and to the Work, in perpetuity, throughout the universe, and any and all renewals, revivals and extensions of such copyright. Fisten agrees to execute such other instruments as Brown may from time to time reasonably deem necessary to evidence, establish, maintain and protect the aforementioned right, title and interest in the copyright and all other rights in and to the Work. If Fisten fails to do so within ten (10) business days of Brown's request therefore, Fisten hereby appoints Brown as Fisten's attorney-in-fact solely for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

11. TERMINATION. (a) In the event there is a Publisher for the Work and the Publisher terminates the Publishing Agreement relating to the Work, Brown shall promptly notify Fisten in writing of such termination and Brown and Fisten will each be responsible for repayment to the Publisher of their respective share of any advance(s) paid with respect to the Work. In addition, either party may terminate this Agreement if the other party materially breaches any of the terms or conditions of this Agreement and such material breach is not cured within thirty (30) days after receipt of written notice.

(b) Anything to the contrary contained herein notwithstanding, in the event of termination of this Agreement for any reason, Fisten acknowledges that Brown will own all rights, including copyright in the results and proceeds of Fisten's services and is free to use Fisten's materials in the Work and Brown may contract for publication of same, it being understood that, if Brown contracts for publication of the Work incorporating Fisten's materials, Fisten will nevertheless be entitled to receive the payments set forth in Paragraph 4 (a) and (b) above unless Brown determines that the aforesaid compensation to Fisten should be reduced in light of the nature of Fisten's contribution to the final manuscript of the Work. In such event, Brown will so notify Fisten in writing and the parties will thereupon negotiate such reduction in good faith for a period of not less than five (5) business days. If the parties are unable to reach an agreement with respect to the foregoing sentence by the expiration of such five (5) business day period, then such dispute will be settled by arbitration in at a mutually agreeable location in Florida in accordance with the following provisions:

(i) All notices and process in connection with such arbitration will be served in accordance with the provisions in Paragraph 18 below;

(ii) Brown and Fisten will jointly appoint a single arbitrator with at least ten (10) years experience in the book publishing industry or, if Brown and Fisten cannot agree upon a single arbitrator within fifteen (15) days after service of notice of intention to arbitrate, then the American Arbitration Association will appoint a single arbitrator with at least ten (10) years experience in the book publishing industry promptly after the end of such fifteen (15) day period;

(iii) The arbitrator will render his decision as soon as possible after Brown and Fisten have both finished presenting evidence and submitting briefs to the arbitrator;

(iv) The decision of the arbitrator will be final, and will not be appealable to any other body except as otherwise provided by law. The arbitrator's decision may be entered in any court having competent jurisdiction.

For the avoidance of any doubt, in the event of termination of this Agreement for any reason, Brown shall be free to engage a different consultant or consultants to complete the Work in her sole discretion.

12. CONFIDENTIALITY/NON-COMPETITION. (a) Brown and Fisten agree that the financial terms of this Agreement are confidential and will not be disclosed to any third party except to their respective agents, accountants or counsel or as required by law. The provisions of this Paragraph 12 will survive the termination of this Agreement for any reason.

(b) Prior to the initial publication of the Work or the earlier termination of this agreement in the event a Publishing Agreement is not secured, Fisten agrees not to participate in any interviews or podcasts, or write any articles, books, web postings, or take any other action (other than actions related to Fisten's occupation in civil and criminal investigations) which would result in disclosure of any kind or nature whatsoever of any of the information and materials furnished to Brown in connection with this Agreement and the Work, or of any meetings, discussions or interviews between Brown and Fisten or others involved in the development and/or publication of the Work.

13. SEVERABILITY. If any of the provisions of this Agreement shall contravene, or be invalid under the laws of the particular jurisdiction, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular provision or provisions held invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

14. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.

15. ENTIRE AGREEMENT. This Agreement contains the sole and only agreement of the parties relating to their relationship with respect to the Work and correctly sets forth the rights, duties and obligations of each to the other in connection therewith as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. The headings used in this Agreement are intended for reference only and shall not be deemed part of this Agreement.

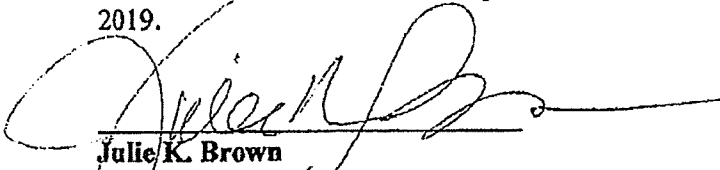
16. ASSIGNMENT. Neither party shall assign nor otherwise transfer this Agreement in whole or in part (voluntarily or by operation of law) without the prior written consent of the other. The rights and obligations of the parties under this Agreement shall inure to the benefit of and

shall be binding upon their respective heirs, executors, administrators, legal representatives, and assigns.

17. WAIVER OF BREACH. The waiver by Brown or Fisten of a breach or any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver, modification or alteration shall be valid unless in writing and signed by the party from whom such waiver, modification or alteration is sought.

18. NOTICES. Any notice or request required or desired to be given under this Agreement will be deemed to have been validly given when personally delivered or when sent by facsimile or certified or registered mail, postage pre-paid, return receipt requested at the addresses provided above or to such other address as either party shall designate in writing to the other party from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 17 day of May 2019.



Julie K. Brown



Michael Fisten