

## Arbitration Award Summaries

(Listed in chronological order of the date of issuance of the Final Award)

No. 20-38 – Award issued on January 26, 2021

Claimant: *Straight Up Entertainment Group, LLC* (Production Company)

Respondent: *Man's Search for Meaning, LLC* (Licensor)

Principals at the time Final Award issued: Unknown

Arbitrator: Lawrence P. Mortorff, Esq.

The Final Award found that Respondent withheld information about a competing film project which had the approval the subject's estate, and made fraudulently misrepresentations to induce Claimant to enter into an Assignment and Production Agreement. The Award found the Claimant's executory obligations under the Agreement were excused, and Respondent's counterclaim alleging Claimant breached the Agreement and requesting to have rights revert to Respondent was dismissed.

No. 20-07 – Award issued on March 1, 2021

Claimant: *9297-9343 Quebec Inc. d/b/a SMT Features* (Owner)

Respondent: *Videoville Showtime Inc. d/b/a VVS Films* (Distributor)

Principals at the time Final Award issued: Unknown

Arbitrator: Sander H. Gibson (licensed in Canada)

The Final Award found that Claimant did not prove its claims and that Respondent had provided the financial reports as agreed when Claimant improperly terminated the parties' Distribution Agreement. The Award also awarded Respondent's counterclaim to recoup monies from the theatrical screening of the Picture and ordered Claimant to pay to Respondent the agreed upon Settlement Amount.

No. 20-16 – Award issued on April 7, 2021

Claimant: *DMPB Ltd.* (Financier)

Respondents: *Zaika Corp., Calme Corp., On Corp S.A.S. and Little Dragon Productions Ltd.* (Producers)

Principals at the time Final Award issued: Unknown

Arbitrator: Roy G. Rifkin, Esq.

The Final Award found that the parties' Confidential Amendment did not constitute a guarantee that Respondents must obtain the merchandising rights held by a third-party for the Film, which the Claimant had requested be procured as part of the Co-Financing Agreement. The Award found that since Respondents did use their best efforts to obtain such rights, they were not in breach of the Amendment and did not have to return Claimant's initial investment.

No. 20-53 – Award issued on April 13, 2021

Claimant: *Rendered Pictures, Ltd.* (Producer)  
Respondent: *High Octane Pictures, LLC* (Sales Agent)  
Principals at the time Final Award issued: Amanda Rowe and Neil Rowe, Founders, Rendered Pictures, Ltd.; Galen Christy, Founder, High Octane Pictures, LLC; Angela Chase, Chief Operating Officer, High Octane Pictures, LLC  
Arbitrator: Shawn K. Aiken, Esq. (licensed in Arizona)

The Final Award found that Respondent failed to send quarterly reports and remit payments due under the parties' Exclusive Sales and Distribution Agreement and a third-party Distribution Agreement. The Award terminated the Agreements and ordered Respondent to forward to Claimant all outstanding payments due including those collected after the Agreements terminated.

No. 21-03 – Award issued on April 23, 2021

Claimant: *Millennium Media, Inc. (as successor-in-interest to Nu Image, Inc.)* (Licensor)  
Respondent: *Red Rich Investment Limited* (Distributor)  
Principals at the time Final Award issued: Unknown  
Arbitrator: J. David Marks, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the balance of the guarantee due under the License Assignment at issue in the arbitration, as well as guarantees due under two other License Agreements also executed by the parties. The Respondent's rights under all Agreements were terminated and it was ordered to notify sub-distributors to cease and desist exploitation of the Picture under the Agreement at issue, and remit all collections from such exploitation to Claimant.

No. 18-25 – Award issued on May 10, 2021

Claimant: *TV Tokyo Corporation* (Licensor)  
Respondent: *Le Shi Internet Information & Technology Corp., Beijing* (Licensee)  
Principals at the time Final Award issued: Unknown  
Arbitrator: Naoki Idei (licensed in Japan)

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the final of three installments due for the production of over 350 Television Programs under the parties' Program License Agreement. The Award also found that Claimant's termination of the Agreement did not affect Respondent's obligations and liabilities thereunder.

No. 20-09 – Award issued on May 17, 2021

Claimant: *Aperture Media Partners LLC* (Beneficiary)  
Respondent: *ProSight Syndicate 1110 at Lloyd's of London* (Guarantor)  
Principals at the time Final Award issued: Unknown  
Arbitrator: Michael L. Novicoff, Esq.

The Final Award found that Claimant was not in material breach of its obligations and could recover its loan pursuant to the parties' Completion Guarantee Agreement and its amendments since Respondent had failed to remit repayment by the Milestone Date. The Award also denied Respondent's claim that Claimant had failed to fully disclose the material effect of a previous arbitration on Respondent's possible liability regarding the Picture at issue, and therefore Claimant did not fraudulently mislead Respondent to execute the final amendment to the Agreement.

No. 20-37 – Award issued on May 28, 2021

Claimant: *Voltage Pictures, LLC as agent on behalf of EVE Nevada, LLC* (Licensor)  
Respondent: *Gussi, S.A. de C.V.* (Distributor)  
Principals at the time Final Award issued: Nicolas Chartier, Owner, Voltage Pictures, LLC; Horatio Altamirano, Founder, Gussi, S.A. de C.V.  
Arbitrator: Michael R. Diliberto, Esq.

The Final Award found that Respondent breached the parties' Distribution Agreement by failing to remit the full minimum guarantee which was due under the Agreement. The Award granted Claimant's request for declaratory relief, finding that could it relicense the Picture in order to mitigate its damages and that it was entitled to retain the deposit it received from Respondent. The Award also terminated Respondent's rights under the Agreement. Respondent's counterclaims, including rescission, and intentional and/or negligent misrepresentation for Claimant's alleged failure to procure a U.S. theatrical release, or to reconsider the value of the theatrical rights during the COVID-19 pandemic, were denied.

No. 20-08 – Award issued on June 11, 2021

Claimant: *Aperture Media Partners LLC* (Beneficiary)  
Respondents: *European Film Bonds A/S, Burmester, Duncker & Joly GmbH & Co. KGAXA Versicherung AG, Hamburg, ERGO Versicherung AG, KRAVAGLOGISTIC Versicherungs-AG, Basler Versicherung AG, MSIG Insurance Europe, Bayerischer Versicherungsverband Versicherungsaktiengesellschaft, and SV Sparkassen-Versicherung Gebäudeversicherung AG* (Guarantors)  
Principals at the time Final Award issued: Unknown  
Arbitrator: Michael R. Blaha, Esq.

The Final Award found that Respondents did not comply with their obligations to effect completion and delivery of the Film under the parties' Completion Guarantee Agreement according the definitions and specifications outlined in the Sales Agent Interparty Agreement and Sales Agency Agreement, and granted Claimant request for declaratory relief. The Award ordered Respondents to remit to Claimant the monies it loaned for the Film. Respondent European Film Bonds A/S was found to be in default in the proceedings.

No. 20-25 – Award issued on June 28, 2021

Claimant: *Artemis Films, LLC* (Financier)

Respondents: *Highland Film Group, LLC* (Sales Agent); *Molly Hassell and Vault Films, LLC* (Producers)

Principals at the time Final Award issued: Unknown

Arbitrator: Michael L. Novicoff, Esq.

The Final Award ordered Respondent Vault to repay the remaining balance of the unsecured loan due to Claimant under the Loan Agreement. The Award found that Claimant waived its right under the Agreement to hold Respondent Hassell personally liable under an alter ego theory. The Award also found that Respondent Highland did not breach any duty to Claimant under the Collection Account Management Agreement or tortiously interfere with Claimant's contractual relationship with Respondent Vault. The Award also denied Claimant's claims of tortious conversion and penal code violations against Respondents Vault and Hassell, claims of fraud against Respondent Highland, and claims of unjust enrichment and the right to audit accounts against all Respondents.