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October 12, 2020

VIA U.S. MAIL & EMAIL: alki@filmon.com; welcome@storchmusicgroup.com

Alki David
HOLOGRAM USA ENTERTAINMENT, INC.
FILMON TV
338 N. Canon Drive, 3rd Floor
Beverly Hills, California 90212

Scott Storch
STORCH ENTERTAINMENT GROUP LLC
1800 Century Park East, 6th Floor
Los Angeles, California 90067

Re: Whitney Houston Estate / Alki David; Scott Storch, et al.
Our File No. 2823-35

Dear Messrs. David and Storch:

I am litigation counsel for Whit Nip Productions, Inc. (“WNP”). WNP is the sole and exclusive licensing agent with respect to the intellectual property rights, publicity rights (name, image and likeness) and brand of the late Whitney Houston, owned and controlled by the Estate of Whitney Houston. It is shocking that you would violate a judgment that prohibits you from using Whitney Houston’s name, image and likeness. Each of you, individually and on behalf of FilmOn and Hologram USA Entertainment, Inc., have made unauthorized use of Ms. Houston’s name, image and likeness for commercial purposes without WNP’s consent. This includes the depiction of a hologram of Ms. Houston as part of the FilmOn variety show *Scott Storch Presents Hologram Icons* and related promotional materials, which materials are located online at <https://www.filmon.com/vod/view/live-from-swissx-island-hologram-icons> and <https://www.instagram.com/p/CFiB5scDc2T/>. You have gone so far as to make Ms. Houston the unwilling “face” of the Scott Storch show by prominently displaying her image in online advertisements.

The brazen misappropriation is particularly egregious given the July 24, 2018 Judgment of the Los Angeles Superior Court entered against Hologram USA Entertainment, Inc. confirming that the company has absolutely no contractual or other right to make any use of any intellectual property associated with Ms. Houston.

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Your conduct exposes each of you to significant multi-million dollar claims for damages, including general and punitive damages, disgorgement of profits, injunctive relief and an award of attorney's fees. Make no mistake, we will vigorously enforce WNP's rights and seek any and all available remedies against each of you and your companies.

Demand is hereby made that each of you immediately cease and desist from further use and commercial exploitation of Ms. Houston's name, image and likeness in any manner whatsoever, and that you immediately cease the exploitation of any depiction of Ms. Houston as a holographic 3-D image and remove Ms. Houston's name, image and likeness from all websites and other advertising, marketing or other promotional material.

The unlawful exploitation of my client's name, image and likeness without WNP's consent constitutes a blatant and egregious unauthorized commercial exploitation in violation California Civil Code section 3344.1, as well as my client's common law rights of publicity. Section 3344.1 provides in relevant part that:

“Any person who uses a deceased personality's name, voice, signature, photograph, or likeness, in any manner . . . for the purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services, without prior consent . . . shall be liable for any damages sustained by the person or persons injured as a result thereof.”

In addition, Section 3344.1 provides that the claimant may recover as additional damages “any profits from the unauthorized use” of the deceased personality, together with the recovery of all attorney's fees and costs.

Indeed, California specifically recognizes “the right of a person whose identity has commercial value – most often a celebrity – to control the commercial use of that identity.” *Waits v. Frito-Lay, Inc.*, 978 F.2d 1093, 1098 (9th Cir. 1992); *see also Felice v. Delporte*, 136 A.D.2d 913, 913-914 (1988) (“trial court properly ruled, as a matter of law, that defendants violated the statute when, without plaintiff's consent, they used her photograph on commercial billboard advertising”). The misappropriation of Ms. Houston's name and image violates my client's policy of strictly controlling the exploitation of Ms. Houston's photograph, image, likeness and persona for commercial and merchandising purposes, thereby causing considerable harm to my client.

In addition, your conduct in using Ms. Houston's name and likeness without consent exposes you to claims for unfair competition, unfair business practices and false advertising in violation of California Business & Professions Code §§17200 through 17204, 17500 and 17535 and violation of the federal Lanham Act, 15 United States Code Section 1125(a), which entitles a prevailing plaintiff to recover treble damages in the case of a willful violation. Here, the use of Ms. Houston's name, image and likeness in advertising and promotional materials is misleading

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and injurious to Ms. Houston's and WNP's reputation in that they falsely imply that Ms. Houston and/or WNP voluntarily acquiesced to the use of her name, image and likeness to promote the holographic stage performances, uses for which WNP would never have approved.

The misappropriation also constitutes contempt of Court in direct violation of the court's July 24, 2018 Judgment against Hologram USA Entertainment, Inc. California law is clear that disobedience of lawful judgment, order, or process of court constitutes contempt of the issuing court's authority. Code Civ. Proc., § 1209(a)(5). Pursuant to the Judgment entered, the Court granted declaratory relief, confirming as a matter of law that that the prior agreement between WNP and Hologram USA Entertainment, Inc. was effectively terminated, such that Hologram USA Entertainment, Inc. had no right to exploit the image and likeness of Ms. Houston in any manner whatsoever. Your willful disobedience of the Court's Judgment places the company, and its principals directing its misconduct, in contempt.

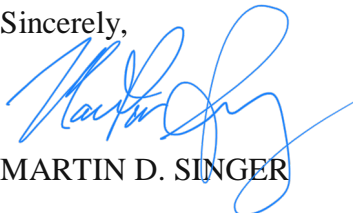
Please confirm in writing within 48 hours that you will comply with the above demands.

If this matter is not immediately resolved to my client's satisfaction, then you will be acting at your own peril.

Please govern yourselves accordingly.

This letter is not intended to constitute a full statement of all facts and circumstances related to this matter, nor is it intended to be, nor should it be construed as, a waiver, release, or relinquishment of any rights or remedies available to my client, whether legal or equitable, all of which are hereby expressly reserved.

Sincerely,



MARTIN D. SINGER

cc: Ms. Pat Houston
Todd S. Eagan, Esq.