



EXHIBIT 1

ROGER MASON, JR.
166 Alpine Drive
Closter, NJ 07624

March 21, 2018

VIA FEDEX AND E-MAIL

BIG3 Basketball, LLC
c/o Mark Geragos, Esq.
Geragos & Geragos
644 South Figueroa Street
Los Angeles, CA 90017-3411

Re: Demand for Inspection of Books and Records

To Whom It May Concern:

As a member of BIG3 Basketball, LLC, a Delaware limited liability company (the "Company"), I hereby demand, under oath, pursuant to Section 18-305 of the Limited Liability Company Act of the State of Delaware, Delaware common law, and Article VI of BIG3 Basketball, LLC Second Amended and Restated Limited Liability Company Agreement, the right to inspect and to make copies or extracts from the following books and records of the Company:

1. The Company's financial statements for each fiscal year of the Company's existence, and for the most recent practicable interim period, including, without limitation, balance sheets, income statements, statements of changes in financial condition or statements of cash flow, and statements of capital accounts, including monthly and quarterly statements, and if audited, reviewed or compiled by the Company's accounting firm, such accountant's report with respect to such financial statements;
2. The Company's general ledger for each of the last two years and for the most recent practicable interim period, including all bank statements underlying the information in the general ledger;
3. A detailed breakdown of all Company revenue in 2017 and 2018, including revenue for merchandise and sponsorships;
4. A copy of the Company's most recent operating budget;
5. The Company's tax returns for each fiscal year of the Company's operations;

6. Copy of all operating agreements entered into between the Company and its members, including all amendments thereto and including a copy of the current operating agreement of the Company;
7. A current list, including name and last known business, residence or mailing address, of each member of the Company;
8. The capitalization table showing the membership interests (by class) currently owned by each member of the Company;
9. A list of any warrants, rights, profits interests or any other instrument that grants a person the right to acquire membership interests in the Company and a list of any outstanding securities convertible into membership interests in the Company;
10. The identity of all members of the Company's Board of Managers as of the end of 2017, as of March 12, 2018, and as of the date of this demand, including the dates on which such individuals were elected or appointed to the Board of Managers, and the business address of each such person;
11. All documents evidencing the election or appointment of all members of the Company's Board of Managers, including without limitation all minutes of the meetings or actions by written consent with respect to such election or appointment;
12. The identity of all officers of the Company as of the end of 2017, as of March 12, 2018, and as of the date of this demand, including the dates on which such individuals were appointed by the Board of Managers, and the business address of each such person;
13. All documents evidencing the appointment of all officers of the Company, including without limitation all minutes of the Board of Managers or actions by written consent of the Board of Managers with respect to such election or appointment;
14. All minutes of any meetings, including special meetings, and all actions by written consent of the Board of Managers of the Company, since inception, and notices and agendas of all such meetings;
15. All documents relating to or evidencing related party transactions or arrangements between the Company and any person that is a member of the Company, a member of the Board of Managers of the Company, an officer of the Company or an employee or independent contractor of the Company, including, with respect to such related party arrangements any amounts paid and the nature of the services rendered.

16. All documents evidencing or related to transactions between the Company and any individuals or entities that are affiliated or have a relationship with Jeff Kwatinetz, including without limitation any of the following persons or entities:
 - A. The Firm Entertainment, Inc.;
 - B. Prospect Park;
 - C. GSO Business Management;
 - D. BEK LLC; and
 - E. Mike Kwatinetz.
17. With particularity, all documents evidencing or related to transactions between the Company and any individuals or entities that are affiliated or have a relationship with O'Shea Jackson, Sr. (a/k/a Ice Cube);
18. With particularity, all documents evidencing or related to transactions between the Company and any individuals or entities that are affiliated or have a relationship with Cubevision Film Productions, LLC, including Jeff Kwatinetz, O'Shea Jackson, Sr and/or Kelvin Wu;
19. With particularity, all documents evidencing or related to transactions between the Company and any individuals or entities that are affiliated or have a relationship with Mark Geragos, or any entity affiliated with Mark Geragos;
20. An organizational chart showing the identity of all employees of the Company (whether full or part time) and of each independent contractor of the Company, as of the end of 2017 and as of the date of this demand;
21. All documents evidencing the relationship between the Company and each such employee and independent contractor;
22. The expense reports for all officers or managers of the Company since the Company's operations commenced;
23. A detailed schedule of all compensation, loans and benefits to managers of the Company since the Company's operation commenced, whether direct or indirect (including costs associated with using or leasing private aircraft for Company business);
24. A detailed schedule of all loans to members, officers, employees or independent contractors (or entities with which any such individuals are

- associated) of the Company since the Company's operation commenced, whether direct or indirect;
25. Copies of all non-disclosure agreements or confidentiality agreements (or other agreements that are similar to such agreements) between the Company, or one of its affiliates, and any of the Company's officers, employees, independent contractors, or any other person;
 26. All documents concerning the resignation of Kai Henry as the Company's Chief Creative Officer and Rafael Fogel as the Company's Chief Financial Officer, including documents identifying the reasons for their departures;
 27. Evidence of any outstanding debt of the Company, including copies of all agreements relating to such debt;
 28. Information about any lawsuits, including arbitrations, that the Company has been a party to since its inception;
 29. All documents referring to, relating to, evidencing or identifying any properties in which the Company has an interest or had an interest;
 30. All documents referring to, relating to, evidencing or identifying any disbursements to members of the Company's Board of Managers Company's officers, including any disbursements to the directors and officers of each and every subsidiary;
 31. Information about all sponsorship opportunities considered by the Company or entered into by the Company with any party, since inception, including Adidas;
 32. Information concerning potential opportunities (including potential joint ventures and sponsorships) in China considered by the Company, and information relating to the costs to date of exploring all such opportunities;
 33. All documents related to the termination of Roger Mason ("Mason") as President and Commissioner of the League, including, without limitation, all documents concerning any investigation, evidence and/or finding of (i) any purported conflict of interest between Mason and Sports Trinity LLC and its members, (ii) purported use by Mason of company resources/instrumentalities to conduct personal business, business not related to the Company, and business adverse to the interests of the Company, (iii) purported failure by Mason to devote required time to Company, (iv) Mason purportedly permitting and encouraging false and defamatory statements to be made about the Company by Sports Trinity and its members, (v) purported failure by Mason to participate in an

investigation related to conflicts of interests, (vi) purported failure by Mason to participate in an investigation by Company into the Foreign Agents Registration Act and compliance with such act by Sports Trinity and its members, (vii) any purported use by Mason of Company resources to push investment opportunities to other ventures, (viii) purported failure by Mason to disclose a recent trip to China and the purpose of said trip, (ix) purported transmission by Mason of trade secrets and confidential information to individuals not affiliated with the Company, and (x) purported failure by Mason to competently perform his duties and

34. All documents concerning communications related to Mason's departure and/or termination as President and Commissioner of the League, including, without limitation, communications with members of the Company, players in the League, press and/or media relations advisors or consultants, and members of the media;
35. All documents concerning an investigation undertaken by Macias Counsel, Inc. ("Macias") or any other firm, on behalf of the Company, including the retainer agreement, the purpose of the investigation, information provided to Macias and any communications from or to Macias, including reports, whether in hard copy or electronic; and
36. All documents concerning any evidence, and investigation of allegations, that Jeff Kwatinetz has engaged in racist behavior and/or used racist language while associated with the Company, related to African-Americans and persons of Middle Eastern descent, including, without limitation, players in the league and Ahmed Al-Ruhmaihi and Ayman Sabi.
37. All insurance policies, including but not limited to Directors and Officers, Errors and Omissions, and General Liability.

My purpose in making this demand as a member is to obtain information (i) concerning the Company's financial condition (including information with respect to its recent financial difficulties), (ii) to investigate the Company's compliance with the terms of the current operating agreement and the requirements of Delaware law, (iii) to determine if members of the Board of Managers, including Jeff Kwatinetz, and the officers of the Company have complied with their fiduciary duties, (iv) to investigate the basis of the termination of the Company's former President and Commissioner of the League, (v) to investigate the reasons that the Company's former Chief Financial Officer and Chief Creative Officer recently chose to resign, (vi) to investigate any effort by the Company to defame or disparage former officers, and (vii) to understand whether the Company is being injured by wrongful conduct of Jeff Kwatinetz, including in allegedly making racist statements about players and members of the Company.

March 21, 2018

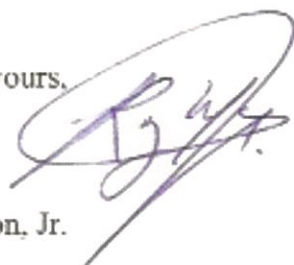
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I will bear the reasonable costs incurred by the Company in connection with production of the requested information. I hereby appoint Moses & Singer LLP, its members and employees as my agents to conduct the inspection and copying requested herein. I reserve the right to appoint additional agents to conduct the inspection and copying, and further authorize Robert Wolf and Philippe Zimmerman, members of Moses & Singer, to appoint additional agents to act on my behalf to conduct the inspection and copying requested herein.

Please contact Mr. Wolf at (212) 554-7825 or rwolf@mosessinger.com or Mr. Zimmerman at (212) 554-7895 or pzimmerman@mosessinger.com within 5 business days to make arrangements for the inspection. If neither Mr. Wolf nor Mr. Zimmerman have heard from a representative of the Company within the statutorily prescribed time period, I will understand that you do not intend to comply with my request and I will be forced to take such further acts as I deem appropriate to protect my interests as a member.

The statements set forth herein are true under penalty of perjury under the laws of the United States.

Very truly yours,



Roger Mason, Jr.

SWORN TO AND SUBSCRIBED:
Before me this 21st day of March, 2018


Notary Public

Sworn to and subscribed before me
this 21st day of March 21st 2018
Shreyas Shah
Notary Public of Bergen County, New Jersey
License #: 2218019
Commission Expires: 9/22/2018

EXHIBIT 2

CIVIL

**U.S. District Court
Eastern District of California - Live System (Sacramento)
CIVIL DOCKET FOR CASE #: 2:13-cv-00266-MCE-DB**

Shelley et al v. County of San Joaquin et al.
Assigned to: Chief Judge Morrison C. England, Jr
Referred to: Magistrate Judge Deborah Barnes
Cause: 42:1983 Civil Rights Act

Date Filed: 02/11/2013
Jury Demand: Both
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

Joan Shelley

represented by **Mark B. Connelly**
Hall, Hieatt & Connelly, LLP
1319 Marsh Street, 2nd Floor
San Luis Obispo, CA 93401
805-544-3830
Fax: 805-544-5329
Email: connelly@hhc-slo.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Chase Wesley Martin
Hall Hieatt and Connelly, LLP
1319 Marsh Street
San Luis Obispo, CA 93401
805-544-3830
Fax: 805-544-5329
Email: martin@hhc-slo.com
TERMINATED: 09/20/2013

Jay A. Hieatt
Hall, Hieatt & Connelly, Llp
1319 Marsh Street
Second Floor
San Luis Obispo, CA 93401
805-544-3830-117
Fax: 805-544-5329
Email: Hieatt@hhc-slo.com
TERMINATED: 02/15/2018

Mark J. Geragos
Geragos & Geragos, APC
644 South Figueroa Street
Los Angeles, CA 90017
213-625-3900
Fax: 213-625-1600

Email: mark@geragos.com
TERMINATED: 07/23/2015

Sean Ernesto Macias
Geragos & Geragos, PC
644 S. Figueroa Street
Los Angeles, CA 90017
213-625-3900
Fax: 213-625-1600
Email: sean@maciascounsel.com
TERMINATED: 07/23/2015

Plaintiff

Michelle Loftis

represented by **Mark B. Connely**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Chase Wesley Martin
(See above for address)
TERMINATED: 09/20/2013

Jay A. Hieatt
(See above for address)
TERMINATED: 02/15/2018
ATTORNEY TO BE NOTICED

Mark J. Geragos
(See above for address)
TERMINATED: 07/23/2015

Sean Ernesto Macias
(See above for address)
TERMINATED: 07/23/2015

Plaintiff

Sandra Hoyopatubbi

represented by **Mark B. Connely**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Chase Wesley Martin
(See above for address)
TERMINATED: 09/20/2013

Jay A. Hieatt
(See above for address)
TERMINATED: 02/15/2018
ATTORNEY TO BE NOTICED

Mark J. Geragos
 (See above for address)
 TERMINATED: 07/23/2015

Sean Ernesto Macias
 (See above for address)
 TERMINATED: 07/23/2015

V.

Defendant

County of San Joaquin

represented by **Mark Emmett Berry**
 Mayall Hurley
 2453 Grand Canal Blvd.
 2nd Floor
 Stockton, CA 95207-8253
 209-477-3833
 Email: mberry@mayallaw.com
 LEAD ATTORNEY
 ATTORNEY TO BE NOTICED

Derick E. Konz
 Angelo Kilday & Kilduff, LLP
 601 University Avenue, Suite 150
 Sacramento, CA 95825
 916-564-6100-232
 Fax: 916-564-6263
 Email: dkonz@akk-law.com
 TERMINATED: 08/29/2017

Defendant

Steve Moore
*individually, and In his official capacity
 as Sheriff of San Joaquin County*
 TERMINATED: 02/07/2014

represented by **Mark Emmett Berry**
 (See above for address)
 LEAD ATTORNEY
 ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
02/11/2013	<u>1</u>	CIVIL COVER SHEET by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley (Connely, Mark) (Entered: 02/11/2013)
02/11/2013	<u>2</u>	COMPLAINT against All Defendants by Sandra Hoyopatubbi, Joan Shelley, Michelle Loftis. Attorney Connely, Mark Bradley added.(Connely, Mark) (Entered: 02/11/2013)
02/12/2013		RECEIPT number #CAE200050492 \$350.00 fbo Joan Shelley et al., by Mark Bradley Connely on 2/12/2013. (Mena-Sanchez, L) (Entered: 02/12/2013)

02/12/2013	<u>4</u>	SUMMONS ISSUED as to *County of San Joaquin, Steve Moore* with answer to complaint due within *21* days. Attorney *Mark Bradley Connely* *Hall, Heiatt & Connely* *1319 Marsh Street, 2nd Floor* *San Luis Obispo, CA 93401*. (Mena-Sanchez, L) (Entered: 02/12/2013)
02/12/2013	<u>5</u>	CIVIL NEW CASE DOCUMENTS ISSUED; (Attachments: # <u>1</u> Consent to Magistrate Judge, # <u>2</u> VDRP) (Mena-Sanchez, L) (Entered: 02/12/2013)
03/20/2013	<u>6</u>	SUMMONS RETURNED EXECUTED: All Defendants. (Connely, Mark) (Entered: 03/20/2013)
04/01/2013	<u>7</u>	MOTION to DISMISS by County of San Joaquin, Steve Moore. Attorney Berry, Mark Emmett added. Motion Hearing set for 5/2/2013 at 02:00 PM in Courtroom 7 (MCE) before Chief Judge Morrison C. England Jr.. (Attachments: # <u>1</u> Points and Authorities, # <u>2</u> Declaration)(Berry, Mark) (Entered: 04/01/2013)
04/25/2013	<u>8</u>	STIPULATION and PROPOSED ORDER for Continue Motion to Dismiss by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley. (Connely, Mark) (Entered: 04/25/2013)
04/30/2013	<u>9</u>	STIPULATION and ORDER signed by Chief Judge Morrison C. England, Jr. on 4/26/2013 ORDERING <u>8</u> Motion to Dismiss <u>7</u> hearing CONTINUED to 5/30/2013 at 02:00 PM in Courtroom 7 (MCE) before Chief Judge Morrison C. England Jr. The deadline for the Plaintiffs to file their opposition and for the Defendants to file their reply brief is hereby CONTINUED in accordance with the new hearing date.(Reader, L) (Main Document 9 replaced on 4/30/2013) (Deutsch, S). Modified on 4/30/2013 (Deutsch, S). (Entered: 04/30/2013)
05/16/2013	<u>10</u>	OPPOSITION to <u>7</u> Motion to Dismiss by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley. Attorney Martin, Chase Wesley ADDED. (Martin, Chase) Modified on 5/17/2013 (Michel, G). (Entered: 05/16/2013)
05/23/2013	<u>11</u>	REPLY by County of San Joaquin, Steve Moore to RESPONSE to <u>7</u> MOTION to DISMISS. (Berry, Mark) Modified on 5/28/2013 (Zignago, K.). (Entered: 05/23/2013)
05/28/2013	<u>12</u>	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: On the court's own motion and pursuant to Local Rule 230(g), the Defendants' Motion to Dismiss <u>7</u> , scheduled for hearing on 5/30/2013, is submitted without oral argument. The hearing date of 5/30/2013 is vacated. If the court determines that oral argument is needed, it will be scheduled at a later date. (Deutsch, S) (Entered: 05/28/2013)
06/27/2013	<u>13</u>	MEMORANDUM AND ORDER signed by Chief Judge Morrison C. England, Jr. on 6/27/2013 GRANTING, without leave to amend, <u>7</u> Motion to Dismiss Plaintiffs' § 1983 claims against Sheriff Moore individually; GRANTING, with leave to amend, <u>7</u> Motion to Dismiss Plaintiffs' § 1983 claims against Sheriff Moore in his official capacity and the County of San Joaquin; GRANTING, with leave to amend, <u>7</u> Motion to Dismiss Plaintiff's state claims. (Michel, G) (Entered: 06/27/2013)
08/06/2013	<u>14</u>	FIRST AMENDED COMPLAINT against All Defendants by Joan Shelley. (Connely, Mark) Modified on 8/7/2013 (Michel, G). (Entered: 08/06/2013)

08/27/2013	<u>15</u>	MOTION to DISMISS by County of San Joaquin, Steve Moore. Motion Hearing set for 10/3/2013 at 02:00 PM in Courtroom 7 (MCE) before Chief Judge Morrison C. England Jr. (Attachments: # <u>1</u> Request for Judicial Notice, # <u>2</u> Memorandum Points and Authorities)(Berry, Mark) (Entered: 08/27/2013)
09/06/2013	<u>16</u>	STIPULATION and PROPOSED ORDER continuing the Motion Hearing as to <u>15</u> Motion to Dismiss set for 10/3/2013 by Joan Shelley. (Connely, Mark) Modified on 9/9/2013 (Michel, G). (Entered: 09/06/2013)
09/16/2013	17	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: The court is in receipt of the Stipulation and Proposed Order to Continue the Motion Hearing (ECF No. 16). Pursuant to Local Rules 101 and 131(c), the filing as submitted is deficient and accordingly, denied without prejudice. Counsel may file an amended Stipulation and Proposed Order for the court's consideration. (S. Deutsch) (Entered: 09/16/2013)
09/19/2013	18	MINUTE ORDER (Text Only) issued by CRD A. Shaddox-Waldrop for Chief Judge Morrison C. England, Jr on 09/19/2013: On the Court's own motion, the Defendant's <u>15</u> Motion to Dismiss currently set for hearing on 10/03/2013 is CONTINUED to 10/17/2013 at 02:00 PM in Courtroom 7 (MCE) before Chief Judge Morrison C. England, Jr. (Shaddox-Waldrop, A) (Entered: 09/19/2013)
09/19/2013	<u>19</u>	AMENDED STIPULATION and PROPOSED ORDER to Continue <u>15</u> Motion to Dismiss by Joan Shelley. (Connely, Mark) Modified on 9/20/2013 (Zignago, K.). (Entered: 09/19/2013)
09/20/2013	<u>20</u>	DESIGNATION of COUNSEL FOR SERVICE: Attorney Chase Wesley Martin TERMINATED. (Connely, Mark) Modified on 9/24/2013 (Michel, G). (Entered: 09/20/2013)
09/27/2013	<u>21</u>	AMENDED STIPULATION and ORDER signed by Chief Judge Morrison C. England, Jr on 9/26/13: HEARING as to <u>15</u> Motion to Dismiss RESET for 11/14/2013 at 02:00 PM in Courtroom 7 (MCE) before Chief Judge Morrison C. England Jr.. (Kaminski, H) (Entered: 09/27/2013)
10/31/2013	<u>22</u>	OPPOSITION by Joan Shelley to <u>15</u> Motion to Dismiss. (Connely, Mark) (Entered: 10/31/2013)
11/07/2013	<u>23</u>	REPLY by County of San Joaquin, Steve Moore re <u>22</u> Opposition to Motion. (Berry, Mark) (Entered: 11/07/2013)
11/08/2013	24	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: On the Courts own motion, the 11/14/2013 Defendant's Motion to Dismiss (ECF No. 15) is vacated and continued for oral argument on 11/18/2013 at 10:00 a.m. in Courtroom 7. The personal appearances of counsel are required and oral argument for each side is limited to fifteen (15) minutes. (Deutsch, S) (Entered: 11/08/2013)
11/13/2013	<u>25</u>	STIPULATION and PROPOSED ORDER continuing the motion hearing as to <u>15</u> Motion to Dismiss by Joan Shelley. (Connely, Mark) Modified on 11/14/2013 (Michel, G). (Entered: 11/13/2013)
11/13/2013	26	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: The Stipulation and Request to Continue (ECF

		No. 25) is granted. The 11/18/2013 Defendant's Motion to Dismiss (ECF No. 15) is vacated and continued to 12/5/2013 at 2:00 p.m. in courtroom 7. Counsel will be allowed fifteen (15) minutes per side for argument and the personal appearances of counsel are required. (Deutsch, S) (Entered: 11/13/2013)
12/03/2013	27	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: On the Court's own motion the 12/5/2013 Defendant's Motion to Dismiss (ECF No. 15) is vacated and continued for oral argument on 12/19/2013 at 2:00 p.m. in Courtroom 7. Counsel will be allowed fifteen (15) minutes per side for argument and the personal appearances of counsel are required.(Deutsch, S) (Entered: 12/03/2013)
12/17/2013	28	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: On the Court's own motion the 12/19/2013 Defendant's Motion to Dismiss (ECF No. 15) is vacated and continued for oral argument on 1/9/2014 at 2:00 p.m. in Courtroom 7. Counsel will be allowed fifteen (15) minutes per side for argument and the personal appearances of counsel are required.(Deutsch, S) (Entered: 12/17/2013)
01/09/2014	29	MINUTES (Text Only) for proceedings held before Chief Judge Morrison C. England, Jr.: MOTION HEARING held on 1/9/2014. The Court heard argument from the parties and deferred ruling on the Defendant's Motion to Dismiss (ECF No. 15). Defense counsel was ordered to notify the Court as to the status of the related criminal investigation not later than January 21, 2014. Plaintiffs' Counsel Mark Connely, present. Defendants' Counsel Mark Berry, present. Court Reporter: Kimberly Bennett. Interpreter None present. (Deutsch, S) (Entered: 01/09/2014)
01/21/2014	30	SUPPLEMENT by County of San Joaquin, Steve Moore re <u>15</u> Motion to Dismiss. (Berry, Mark) (Entered: 01/21/2014)
01/29/2014	31	ORDER signed by Chief Judge Morrison C. England, Jr on 1/24/14 ORDERING that the document, Declaration of Sergeant Chanda Bassett Re: Status of Criminal Investigation, shall be filed under seal. (Mena-Sanchez, L) (Entered: 01/29/2014)
02/07/2014	32	ORDER signed by Chief Judge Morrison C. England, Jr on 2/6/14 ORDERING that Defendant Sheriff Moore is DISMISSED as a defendant as redundantly pled; Defendants' motion to dismiss Plaintiffs' procedural due process § 1983 claim against the County of San Joaquin, <u>15</u> is GRANTED WITHOUT LEAVE TO AMEND; Defendants' motion to dismiss Plaintiffs' substantive due process § 1983 claim, <u>15</u> is DENIED; Defendants' motion to dismiss Plaintiffs' § 1983 Monell claim, <u>15</u> is DENIED. (Becknal, R) (Entered: 02/07/2014)
02/27/2014	33	ANSWER to First <u>14</u> Amended Complaint with Jury Demand by County of San Joaquin.(Berry, Mark) Modified on 2/28/2014 (Reader, L). (Entered: 02/27/2014)
09/12/2014	34	STIPULATION for Protective Order by defendant. (Berry, Mark) Modified on 9/15/2014 (Marciel, M) (Entered: 09/12/2014)
09/12/2014	35	REQUEST for Pre-Trial Scheduling Conference by defendant. (Berry, Mark) Modified on 9/15/2014 (Marciel, M) (Entered: 09/12/2014)

09/17/2014	<u>36</u>	STIPULATION <i>and</i> PROTECTIVE ORDER by County of San Joaquin, Steve Moore. (Berry, Mark) (Entered: 09/17/2014)
09/23/2014	<u>37</u>	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: The Court is in receipt of the parties' joint Request for a Pretrial Scheduling Conference (ECF No. 35). Pursuant to the Court's 2/12/13 Order Requiring Joint Status Report (ECF No. 5), a Joint Status Report was due within sixty (60) days of service of the complaint on any party. A summons was returned executed on 3/20/2013 (ECF No. 6) and an Answer was filed on 02/27/2014 (ECF No. 33), however, a review of the docket shows the Joint Status Report is not on file. Accordingly, not later than twenty (20) days following the docketing of this Minute Order, a Joint Status Report shall be filed with all parties participating. The parties are reminded that failure to file a Joint Status Report timely may result in the imposition of sanctions, an order to show cause, and/or dismissal of the action. Upon receipt of the Joint Status Report, the Court will issue a Pretrial Scheduling Order.(Deutsch, S) (Entered: 09/23/2014)
09/25/2014	<u>38</u>	STIPULATED PROTECTIVE ORDER signed by Magistrate Judge Dale A. Drozd on 9/24/2014. (Michel, G) (Entered: 09/25/2014)
10/14/2014	<u>39</u>	JOINT STATUS REPORT by Joan Shelley. (Connely, Mark) (Entered: 10/14/2014)
01/15/2015	<u>41</u>	PRETRIAL SCHEDULING ORDER signed by Chief Judge Morrison C. England, Jr on 1/13/15: Discovery due by 8/20/2015. Designation of Expert Witnesses due by 10/20/2015. Non-Dispositive Motions filed by 4/7/2016. Dispositive Motions filed by 2/18/2016. Settlement Conference set for 6/25/2015 at 09:00 AM in Courtroom 26 (AC) before Magistrate Judge Allison Claire. Joint Pretrial Conference Statement due by 4/7/16. Final Pretrial Conference set for 4/28/2016 at 02:00 PM in Courtroom 7 (MCE) before Chief Judge Morrison C. England Jr. Trial Briefs due by 4/14/16. Jury Trial set for 6/20/2016 at 09:00 AM in Courtroom 7 (MCE) before Chief Judge Morrison C. England Jr. Objections due within 7 days. (Manzer, C) (Entered: 01/15/2015)
03/05/2015	<u>42</u>	NOTICE OF ASSOCIATION OF COUNSEL by All Plaintiffs. (Connely, Mark) (Entered: 03/05/2015)
03/05/2015	<u>43</u>	NOTICE OF ASSOCIATION OF COUNSEL by All Plaintiffs. (Connely, Mark) (Entered: 03/05/2015)
03/09/2015	<u>44</u>	MOTION TO VACATE the <u>38</u> Stipulated Protective Order by Joan Shelley. Motion Hearing SET for 4/17/2015 at 10:00 AM in Courtroom 27 (DAD) before Magistrate Judge Dale A. Drozd. (Attachments: # <u>1</u> Proposed Order) (Macias, Sean) Modified on 3/13/2015 (Michel, G.). (Entered: 03/09/2015)
03/13/2015	<u>45</u>	NOTICE of APPEARANCE by Derick E. Konz on behalf of County of San Joaquin. Attorney Konz, Derick E. added. (Konz, Derick) (Entered: 03/13/2015)
03/13/2015	<u>46</u>	MOTION to QUASH <i>Subpoenas</i> by County of San Joaquin. Motion Hearing set for 5/8/2015 at 10:00 AM in Courtroom 27 (DAD) before Magistrate Judge Dale A. Drozd. (Berry, Mark) (Entered: 03/13/2015)

04/08/2015	<u>47</u>	JOINT STATEMENT re Discovery Disagreement for Motion to Vacate the Stipulated Protective Order by Plaintiff Joan Shelley re <u>44</u> Motion to Vacate. (Attachments: # <u>1</u> Declaration of Mark Connely, Esq., # <u>2</u> Declaration of Sen. Cathleen Galgiani, # <u>3</u> Declaration of Allan Fox, # <u>4</u> Declaration of Kevin Atkins, # <u>5</u> Declaration of Mark Berry, Esq.)(Macias, Sean) Modified on 4/9/2015 (Zignago, K.). (Entered: 04/08/2015)
04/17/2015	<u>48</u>	SEALED EVENT (Donati, J) (Entered: 04/17/2015)
04/17/2015	49	MINUTES (Text Only) for proceedings before Magistrate Judge Dale A. Drozd: MOTION HEARING held on 4/17/2015 re <u>44</u> Motion to Vacate filed by Joan Shelley. After hearing of extensive arguments from plaintiffs' and defendants' counsel, for reasons stated on the record in open court, plaintiffs' <u>44</u> Motion to Vacate Stipulated Protective Order submitted. Court to issue written order. Plaintiffs Counsel Mark Geragos, Sean Macias, Mark Connely present. Defendants Counsel Mark Berry, Matthew Dacey present. Court Reporter/CD Number: Jonathan Anderson/1. (Buzo, P) (Entered: 04/21/2015)
04/27/2015	50	MINUTE ORDER: (TEXT ONLY) by Crd P. Buzo for Magistrate Judge Dale A. Drozd on 4/27/2015. IT IS HEREBY ORDERED: Due to the court's unavailability, Defendant's <u>46</u> MOTION to QUASH <i>Subpoenas</i> scheduled for hearing on 5/8/2015, is continued to 5/15/2015 at 10:00 AM in Courtroom 27 (DAD) before Magistrate Judge Dale A. Drozd. Parties may appear at the hearing telephonically. To arrange telephonic appearance, the parties shall contact the undersigned at (916) 930-4128, at least forty-eight hours prior to the hearing and provide a land line number. I HEREBY CERTIFY that the foregoing is a true and correct statement of an order made in the above-captioned case. (Buzo, P) (Entered: 04/27/2015)
05/04/2015	<u>51</u>	ORDER signed by Magistrate Judge Dale A. Drozd on 5/1/15 ORDERING that plaintiff's <u>44</u> motion to vacate the parties' stipulated protective order is DENIED without prejudice to the filing of a new motion. (Kastilahn, A) (Entered: 05/04/2015)
05/04/2015	<u>52</u>	STIPULATION and PROPOSED ORDER to Continue <u>46</u> Motion to Quash Subpoenas by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley. (Connely, Mark) Modified on 5/5/2015 (Zignago, K.). (Entered: 05/04/2015)
05/04/2015	53	MINUTE ORDER (Text Only) issued by CRD A. Shaddox-Waldrop for Magistrate Judge Dale A. Drozd on 5/4/2015: GRANTING the Stipulation and Proposed Order <u>52</u> . Defendant's Motion to Quash is RESET for 5/22/2015 at 10:00 AM in Courtroom 27 (DAD) before Magistrate Judge Dale A. Drozd. I HEREBY CERTIFY that the foregoing is a true and correct statement of an order made in the above-captioned case. (Shaddox-Waldrop, A) (Entered: 05/04/2015)
05/12/2015	<u>54</u>	TRANSCRIPT of Plaintiffs' Motion to Vacate Stipulated Protective Order Proceedings held on 04/17/2015, before Magistrate Judge Dale A. Drozd. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Any Notice of Intent to Request Redaction must be filed within 5 court days. Redaction

		Request due 6/4/2015. Redacted Transcript Deadline set for 6/12/2015. Release of Transcript Restriction set for 8/10/2015 filed by ECRO Jonathan Anderson, Phone number 916-930-4072 E-mail janderson@caed.uscourts.gov. (Anderson, J) (Entered: 05/12/2015)
05/15/2015	<u>55</u>	JOINT STATEMENT re <u>46</u> Motion to Quash Deposition Subpoenas by Defendant County of San Joaquin. (Attachments: # <u>1</u> Declaration of Derick E. Konz, # <u>2</u> Declaration of Mark B. Connely)(Konz, Derick) Modified on 5/26/2015 (Zignago, K.). (Entered: 05/15/2015)
05/22/2015	<u>56</u>	MINUTES (Text Only) for proceedings before Magistrate Judge Dale A. Drozd: MOTION HEARING held on 5/22/2015 re <u>46</u> MOTION to QUASH <i>Subpoenas</i> filed by County of San Joaquin. After hearing of extensive arguments, for reasons stated on the record, dft's <u>46</u> Motion to Quash Subpoena submitted. Court to issue written order. Plaintiffs Counsel Mark Connely present. Defendants Counsel Mark Berry, Matthew Dacey present. Court Reporter/CD Number: Jonathan Anderson/1. (Buzo, P) (Entered: 05/22/2015)
06/03/2015	<u>57</u>	ORDER denying Defendant's <u>46</u> Motion to Quash, signed by Magistrate Judge Dale A. Drozd on 6/2/15. (Kastilahn, A) (Entered: 06/03/2015)
06/17/2015	<u>58</u>	STIPULATION and PROPOSED ORDER for Vacate the June 25, 2015 Settlement Conference and Reset the Settlement Conference for March 10, 2016 by County of San Joaquin. (Berry, Mark) (Entered: 06/17/2015)
06/17/2015	<u>59</u>	STIPULATION and ORDER signed by Magistrate Judge Allison Claire on 6/17/15. Settlement Conference reset for 3/10/2016 at 09:00 AM in Courtroom 26 (AC) before Magistrate Judge Allison Claire. (Manzer, C) (Entered: 06/17/2015)
07/23/2015	<u>60</u>	NOTICE of <i>Disassociation of Counsel</i> by All Plaintiffs. (Geragos, Mark) (Entered: 07/23/2015)
10/19/2015	<u>61</u>	STIPULATION to <i>Continue Date of Designation of Expert Witness</i> by Joan Shelley. Attorney Hieatt, Jay A. added. (Hieatt, Jay) (Entered: 10/19/2015)
10/20/2015	<u>62</u>	DESIGNATION/DISCLOSURE of EXPERT WITNESS by County of San Joaquin. (Berry, Mark) (Entered: 10/20/2015)
10/22/2015	<u>63</u>	PROPOSED ORDER re Continuation of Expert Witness Designation Date re <u>61</u> Stipulation by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley. Attorney Hieatt, Jay A. added. (Hieatt, Jay) (Entered: 10/22/2015)
10/23/2015	<u>64</u>	ORDER signed by Chief Judge Morrison C. England, Jr. on 10/22/15 ORDERING that the date for Designation of Expert Witnesses is EXTENDED to 10/30/2015.(Benson, A) (Entered: 10/23/2015)
10/30/2015	<u>65</u>	DISCLOSURE OF EXPERT TESTIMONY by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley. (Hieatt, Jay) Modified on 11/2/2015 (Michel, G.). (Entered: 10/30/2015)
11/06/2015	<u>66</u>	ORDER REASSIGNING CASE by Chief Judge Morrison C. England, Jr.: Due to the elevation of Magistrate Judge Dale A. Drozd to the position of District

		Judge, this action is temporarily assigned to *Magistrate Judge Edmund F. Brennan*. (Zignago, K.) (Entered: 11/06/2015)
11/20/2015	<u>67</u>	STIPULATION and PROPOSED ORDER to modify <u>41</u> Scheduling Order filed by County of San Joaquin. (Berry, Mark) Modified on 11/23/2015 (Zignago, K.). (Entered: 11/20/2015)
12/02/2015	<u>68</u>	MINUTE ORDER (Text Only) issued by courtroom deputy for Chief District Judge, Morrison C. England, Jr.: Having reviewed the Parties' Stipulation to Modify Scheduling, Order <u>67</u> in this case, and good cause appearing, the dates will be extended as proposed by counsel, contingent on the Court's availability for the Final Pretrial Conference and for the jury trial. An amended Scheduling Order setting forth all new dates will be issued shortly.(Deutsch, S) (Entered: 12/02/2015)
01/15/2016	<u>69</u>	AMENDED <u>41</u> SCHEDULING ORDER signed by Chief Judge Morrison C. England, Jr. on 1/14/2016: The last day to hear Dispositive Motions shall be 7/14/2016. Final Pretrial Conference set for 9/22/2016 at 2:00 PM and Jury Trial set for 11/14/2016 at 9:00 AM in Courtroom 7 (MCE). Parties shall file their Joint Final Pretrial Conference Statement no later than 9/1/2016. Any Evidentiary or Procedural Motions to be filed by 9/1/2016. Oppositions must be filed by 9/8/2016 and any Reply must be filed by 9/15/2016. Motions will be heard by Court at same time as Final Pretrial Conference. Settlement Conference set for 8/18/2016 at 9:00 AM in Courtroom 26 (AC) before Magistrate Judge Allison Claire. Confidential Settlement Conference Statement shall be submitted no later than 8/11/2016. Pretrial Scheduling Order will become final unless Objections are filed within 7 court days of service of this Order. (Marciel, M) (Entered: 01/15/2016)
04/29/2016	<u>70</u>	APPLICATION FOR LEAVE to file an initial brief in support of their motion for summary judgment that exceeds 20 page limitation by County of San Joaquin. (Attachments: # <u>1</u> Declaration of Mark E. Berry, # <u>2</u> Proposed Order) (Berry, Mark) Modified on 5/2/2016 (Benson, A). (Entered: 04/29/2016)
05/05/2016	<u>71</u>	ORDER signed by District Judge Morrison C. England, Jr. on 5/4/16 GRANTING <u>70</u> Application for Leave to File a Motion for Summary Judgment that Exceeds 20 Pages. A 35 page limit shall also be imposed on Plaintiff's opposition to the motion and a 20 page limit imposed on defendants' reply brief in support of the motion. (Jackson, T) (Entered: 05/05/2016)
05/19/2016	<u>72</u>	MOTION for SUMMARY JUDGMENT by County of San Joaquin. Motion Hearing set for 7/14/2016 at 02:00 PM in Courtroom 7 (MCE) before District Judge Morrison C. England Jr.. (Attachments: # <u>1</u> Points and Authorities, # <u>2</u> Statement of Undisputed Material Facts, # <u>3</u> Declaration of Mark E. Berry, # <u>4</u> Declaration of Chanda Bassett, # <u>5</u> Declaration of David Drum, # <u>6</u> Declaration of Les Garcia, # <u>7</u> Declaration of Daniel O'Connell, # <u>8</u> Declaration of Dr. Elizabeth Miller, # <u>9</u> Declaration of Dr. Bradley Coleman)(Berry, Mark) (Entered: 05/19/2016)
06/10/2016	<u>73</u>	STIPULATION and PROPOSED ORDER for Continuance of Motion for Summary Judgment by Sandra Hoyopatubbi, Michelle Loftis, Joan Shelley. (Heatt, Jay) (Entered: 06/10/2016)

06/14/2016	<u>74</u>	STIPULATION and ORDER signed by District Judge Morrison C. England, Jr on 6/14/16 ORDERING that the <u>72</u> Motion for Summary Judgment hearing date is continued from 7/14/16 to 8/11/16. (Becknal, R) (Entered: 06/14/2016)
07/07/2016	<u>75</u>	OPPOSITION by Joan Shelley to <u>72</u> MOTION for SUMMARY JUDGMENT. (Attachments: # <u>1</u> Responsive Separate Statement of Accepted or Disputed Material Facts, # <u>2</u> Declaration of Mark Connely, # <u>3</u> Declaration of Joan Shelley, # <u>4</u> Declaration of Eric Bartelink, # <u>5</u> Declaration of Jeffrey Rinek) (Connely, Mark) Modified on 7/11/2016 (Kastilahn, A). (Entered: 07/07/2016)
07/20/2016	<u>76</u>	NOTICE of SETTLEMENT as to Plaintiffs Michelle Loftis and Sandra Hoyopatubbi by County of San Joaquin. (Berry, Mark) Modified on 7/21/2016 (Kaminski, H). (Entered: 07/20/2016)
07/20/2016	<u>77</u>	DECLARATION of Joan Shelley in OPPOSITION TO <u>72</u> MOTION for SUMMARY JUDGMENT. (Connely, Mark) (Entered: 07/20/2016)
07/21/2016	<u>78</u>	REPLY by County of San Joaquin re <u>75</u> Opposition to Motion, <u>72</u> MOTION for SUMMARY JUDGMENT. (Attachments: # <u>1</u> Reply to Responsive Separate Statement Of Accepted Or Disputed Material Facts, # <u>2</u> Objections to Evidence In Support of Separate Statement Of Facts, # <u>3</u> Objection To The Declaration Of Eric Bartelink, Ph.D., # <u>4</u> Objection To The Declaration Of Jeff Rinek, # <u>5</u> Declaration Of Mark E. Berry)(Berry, Mark) Modified on 7/22/2016 (Kaminski, H). (Entered: 07/21/2016)
08/02/2016	<u>79</u>	ORDER REASSIGNING CASE by Chief Judge Lawrence J. O'Neill: Due to the appointment of *Magistrate Judge Deborah Barnes* to the bench of the Eastern District of California, this action is reassigned from *Magistrate Judge Edmund F. Brennan* to Magistrate Judge Deborah Barnes for all further proceedings. (Jackson, T) (Entered: 08/02/2016)
08/05/2016	80	MINUTE ORDER (Text Only) issued by Relief Courtroom Deputy J. Streeter for District Judge, Morrison C. England, Jr.on 8/5/2016: On the Court's own motion and pursuant to Local Rule 230(g), the Plaintiff's Motion For Summary Judgment (ECF No. <u>72</u>), scheduled for hearing on 8/11/2016, is submitted without oral argument and the hearing is vacated. If the Court determines that oral argument is needed it will be scheduled at a later date. (Streeter, J) (Entered: 08/05/2016)
08/11/2016	<u>81</u>	NOTICE OF SUBMISSION of Confidential Settlement Conference Statement by Defendant County of San Joaquin. (Berry, Mark) Modified on 8/12/2016 (Jackson, T). (Entered: 08/11/2016)
08/11/2016	<u>82</u>	NOTICE OF SUBMISSION OF CONFIDENTIAL SETTLEMENT CONFERENCE STATEMENT by Joan Shelley. (Connely, Mark) (Entered: 08/11/2016)
08/15/2016	83	*AMENDED MINUTE ORDER (Text Only) issued by courtroom deputy for District Judge, Morrison C. England, Jr.: On the Court's own motion and in light of the Plaintiff's submitted Motion for Summary Judgment (ECF No. 72), the September 22, 2016 Final Pretrial Conference and November 14, 2016 Jury Trial dates are vacated. *All dues dates set forth in the Court's Amended Scheduling Order (ECF No. 69) are VACATED. The parties are ordered to file a

		Joint Notice of Trial Readiness not later than thirty (30) days after receiving this Court's ruling(s) on the last filed dispositive motion(s). The parties are to set forth in their Notice of Trial Readiness, the appropriateness of special procedures, whether this case is related to any other case(s) on file in the Eastern District of California, the prospect for settlement, their estimated trial length, any request for a jury, and their availability for trial. After review of the parties' Joint Notice of Trial Readiness, the Court will issue an order that sets forth new dates for a final pretrial conference and trial. (Deutsch, S) Modified on 8/15/2016 (Deutsch, S). (Entered: 08/15/2016)
08/29/2017	<u>84</u>	NOTICE of Change in Counsel by County of San Joaquin. (Berry, Mark) (Entered: 08/29/2017)
10/12/2017	<u>85</u>	MEMORANDUM AND ORDER signed by District Judge Morrison C. England, Jr on 10/11/17 DENYING Defendant County of San Joaquin's <u>72</u> Motion for Summary Judgment. (Becknal, R) (Entered: 10/12/2017)
11/09/2017	<u>86</u>	JOINT NOTICE OF TRIAL READINESS filed by plaintiff(s) and defendant(s). (Berry, Mark) (Entered: 11/09/2017)
11/28/2017	<u>87</u>	SUPPLEMENTAL PRETRIAL SCHEDULING ORDER signed by District Judge Morrison C. England, Jr. on 11/27/17 ORDERING that a Final Pretrial Conference is set for 2/7/2019 at 02:00 PM in Courtroom 7 (MCE) before District Judge Morrison C. England, Jr. with a joint final pretrial conference statement due 01/10/19; trial briefs are due 01/10/19; any evidentiary or procedural motions are to be filed by 01/10/19 with oppositions due 01/24/19, any reply due 01/31/19 and heard at the same time as the Final Pretrial Conference; Jury Trial set for 4/8/2019 at 09:00 AM in Courtroom 7 (MCE) before District Judge Morrison C. England, Jr. Within 14 days, counsel shall contact Magistrate Judge Kendall J. Newman's clerk to schedule a settlement conference. Objections due within 7 court days (cc: KJN). (Benson, A.) Modified on 11/28/2017 (Benson, A.). (Entered: 11/28/2017)
02/14/2018	<u>88</u>	MINUTE ORDER issued by Courtroom A. Waldrop for Magistrate Judge Kendall J. Newman on 2/14/2018: Pursuant to the parties' communication with the court, this matter is set for Settlement Conference on 7/18/2018 at 09:00 AM in Courtroom 25 (KJN) before Magistrate Judge Kendall J. Newman. The parties are instructed to have a principal with full settlement authority present for the settlement conference or to be fully authorized to settle the matter on any terms. The individual with full settlement authority to settle must also have unfettered discretion and authority to change the settlement position of the party, if appropriate. The purpose behind requiring attendance of a person with full settlement authority is that the parties view of the case may be altered during the face to face conference. An authorization to settle for a limited dollar amount or sum certain can be found not to comply with the requirement of full authority to settle. The parties are directed to exchange non-confidential settlement conference statements seven days prior to the settlement conference. These statements shall be simultaneously delivered to the Court using the following email address: kjnorders@caed.uscourts.gov . These statements should not be filed on the case docket. If a party desires to share additional confidential information with the Court, they may do so pursuant to the provisions of Local

		Rule 270(d) and (e). (TEXT ONLY ENTRY) (Waldrop, A) (Entered: 02/14/2018)
02/15/2018	<u>89</u>	DESIGNATION of COUNSEL FOR SERVICE., attorney Jay A. Hieatt terminated (Connely, Mark) (Entered: 02/15/2018)

PACER Service Center			
Transaction Receipt			
04/09/2018 09:17:34			
PACER Login:	lex.Moses:2602962:0	Client Code:	099999-0010-0929
Description:	Docket Report	Search Criteria:	2:13-cv-00266-MCE-DB
Billable Pages:	10	Cost:	1.00

EXHIBIT 3

March 6, 2018

BIG3 Basketball, LLC
c/o Fishman, Block & Diamond
16830 Ventura Boulevard
302 West Colorado Blvd,
Encino, CA 91436
Att: Steven Fishman, Esq,

Re: BIG3 Basketball /Roger Mason

Gentleman:

We represent Roger Mason and write in connection with the breach by BIG3 Basketball, LLC's ("BIG3" or the "Company") of its employment agreement, dated November 24, 2016, with Mr. Mason (the "Agreement"). Specifically, BIG3's co-founder, Jeffrey Kwatinetz, has continuously engaged in a malicious, defamatory campaign of disparaging Mr. Mason intended to prevent him from the performance of his contractual duties and responsibilities. Mr. Kwatinetz's wrongful actions have also materially diminished Mr. Mason's position, status, title, authority and responsibilities as President and Commissioner of BIG3. His unfounded attacks on Mr. Mason's integrity, character, and leadership must immediately cease. The liability for damage to Mr. Mason's impressive, hard-earned, impeccable reputation falls on BIG3 and Mr. Kwatinetz, personally. It further calls into question Mr. Kwatinetz's competence to actively run BIG3, especially in light of information that he has allegedly made racist comments about Black athletes as well as BIG3's Arab investors at least one of whom is a Board Member of the company. Finally, the BIG3's failure to properly observe corporate formalities, may result in the financial liability of both of its co-founders O'Shea Jackson and Mr. Kwatinetz.

Mr. Mason is highly respected in the basketball community. In addition to playing in the NBA for 11-years, he was Deputy Executive Director of the National Basketball Players Association (NBPA), the first former player to ever accomplish such a high ranking position. As the Deputy Executive Director he played an integral role in negotiations

BIG3 Basketball, LLC

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with players, team owners and league executives in the successful achievement of two Collective Bargaining Agreements. Among his major accomplishments in that role was the securing of lifetime healthcare for all retired NBA players, which has positively impacted all of the BIG3 players and coaches and earned him their tremendous recognition, respect and trust. Mr. Mason's experience, respect, background and established long-term relationships have been instrumental in signing all of the players and coaches to the BIG3, including stars like Allen Iverson, Rashard Lewis, Kenyon Martin and Charles Oakley. Countless players have praised Mr. Mason and have made clear to him that his involvement with BIG3 legitimizes the league.

Mr. Mason took BIG3 when it was merely a concept and transformed it into a legitimate basketball organization. He helped create the official game rules for the BIG3 and created a combine and draft format from which additional players were selected. As a result, the BIG3 was able to successfully recruit and draft eligible players, as well as plan and execute the combine and the draft. He was also responsible for the hiring of all referees and the referee director.

The credibility, reputation and relationships Mr. Mason established over the course of his career as an NBA player and Deputy Executive Director of the NBPA have been critical to BIG3's success to date and have given the organization instant credibility. Despite this, Mr. Kwatinetz, in utter disregard of Mr. Mason's contributions to the Company – and in violation of the Agreement – has (and continues to) bad-mouth and alienate Mr. Mason in his role as President and Commissioner of BIG3.

Pursuant to section 8 (d) of the Agreement, there is a non-disparagement provision which provides:

During the Employment Term and for a period of five (5) years thereafter, the [Company/Executive] agrees, to the fullest extent permissible by law, not intentionally to make, directly or indirectly, any ***public or private statements***, gestures, signs, signals or other verbal or nonverbal, direct or indirect communications ***that are or could be harmful to or reflect negatively on [Mr. Mason].***

In addition, pursuant to Paragraph 14(f), Mr. Mason may resign for "Good Reason" for, *inter alia*, the following reasons:

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(ii) any material diminution in Executive's position, status, title, authority or responsibilities..., (iv) the Company's material breach of this Agreement, (v) any material prevention by the Company of Executive's carrying out his duties or responsibilities under this Agreement...

Mr. Kwatinetz has created a hostile work environment in his dealings with Mr. Mason, much of which is reflected in numerous email communications. In a blatant attempt to isolate Mr. Mason, Mr. Kwatinetz purposefully leaves him off key communications; excludes him from important meetings; and disparages him to investors, employees and people that Mr. Mason introduced to Mr. Kwatinetz in his role as President and Commissioner. The enmity Mr. Kwatinetz displays toward Mr. Mason became pronounced in the latter part of 2017, after a successful first season when Mr. Kwatinetz began attacking Mr. Mason based on false allegations, ultimately threatening not to renew the Agreement. Despite Mr. Kwatinetz's threats to go to the Board and terminate his employment, Mr. Mason's employment agreement was renewed for a second year and his equity in BIG3 vested.

Nevertheless, Mr. Kwatinetz has continued to criticize, undermine and marginalize Mr. Mason's position and authority. As further supported by the documentary and other evidence, a pattern has emerged whereby Mr. Mason introduces Mr. Kwatinetz to various people in the industry, including players, coaches, referees, investors and other valuable insiders, only to be cut out of those interactions by Mr. Kwatinetz. This pattern, whereby Mr. Kwatinetz tells Mr. Mason to stop communicating with his contacts because Mr. Kwatinetz is now handling the communications, is also well documented. In short, Mr. Mason's duties and responsibilities have been usurped by Mr. Kwatinetz.

Mr. Mason, on the other hand, has remained respectful toward and attempted to work with Mr. Kwatinetz despite the adversity. Unfortunately, Mr. Kwatinetz's behavior, makes continuation of the status quo unattainable.

As a further affront and show of disrespect, Mr. Mason was served with a letter on behalf of BIG3, informing him of a purported investigation into alleged conflicts of interest with investors. Under this pretext, Mr. Mason is expected to fly out to California and subject himself to a five hour recorded interview. Such actions, in addition to being harassing, imply some impropriety on the part of our client in connection with the

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individuals and companies listed in the letter. Ironically, Mr. Mason introduced the Company to Ahmed Al-Rumaihi and Ayman Sabi (two names on the list), both of whom became significant investors in BIG3. Other than making a very lucrative introduction for the Company, Mr. Mason has had nothing to do with Mr. Al-Rumahi's and Mr. Sabi's financial relationship with BIG3, as Mr. Kwatinetz insisted on personally handling all negotiations. Accordingly, we view any attempt to intimate wrongdoing by our client in connection with any of the people or entities listed in the Macias correspondence to be a further breach of the Agreement. Moreover, we will consider any attempt to interfere with Mr. Mason's relationship with the investors, whose relationships predate BIG3, to be tortious interference with his business relationships. BIG3 is well aware of the propriety of any relationships that Mr. Mason has with the entities and individuals listed in the correspondence, one of whom is his sister.

Although it is our desire to constructively resolve the issues raised herein so that the parties can focus their attention on BIG3's success, should we be unable to reach a resolution, this letter reminds you of your obligation to inform your client(s) of their preservation obligations. In that regard, notice is hereby given that BIG3 and its co-founders Jeffrey Kwatinetz, individually, co-founder O'Shea Jackson individually and its and their agents (collectively referred to as "You" or "Your") are obligated not to destroy, conceal, wipe clean, overwrite, reformat or otherwise alter or spoliage any data, media, computer, drive, paper or other electronic file, generated, stored, rented or otherwise used or in Your possession, custody or control, that pertains to or contains any information that is or may be related to the above referenced claims or the issues therein (the "Potential Litigation"). Please forward a copy of this letter to all persons and entities, wherever located, with custodial responsibility for the items referred to in this letter, including, but not limited to, any other owners, founders of the Big 3, Board members and the management of the BIG3.

The kinds of documents that must be preserved include all tangible and electronic things, not just paper documents. Thus, this request includes, but is not limited to: all email and other electronic communications; word processing documents; programs, originals and non-identical copies of electronic and paper documents and files, spreadsheets; databases; calendars; telephone logs; text messages; contact manager information; Internet usage files; offline storage and/or information stored on removal media; and all other information contained in any media, files, cabinets, or in other storage, and/or on computers, laptops and/or other electronic storage devices or media.

BIG3 Basketball, LLC

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Although we may, if appropriate, seek court intervention for an order preserving documents and other data from destruction or alteration, under the applicable rules and case law, Your obligation to preserve documents and other data for discovery in this case arises independently from any order on such motion.

Electronic documents and the storage media on which they reside may contain relevant and discoverable information beyond what may be found in printed documents. Therefore, even where a paper copy exists, You should preserve, and we may seek, all documents in their “hard copy” and electronic or native form, along with metadata or information about those documents contained on the media. Similarly, relevant data may be found in unallocated areas of hard drives and other media, or on “the cloud”, and You are put on notice that such must be preserved.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified or corrupted. Accordingly, You and all those with access to Your files, records, computers and/or electronic storage devices, and all other persons acting on their behalf, directly or otherwise, should take and must continue to take every reasonable step to preserve this material and information until the final resolution of the Potential Litigation, or until the preservation obligations are otherwise addressed by the Court. This may include, but would not be limited to, an obligation to immediately discontinue all data destruction and backup tape recycling policies or creating a forensic copy of any or all media on which such evidence may reside. Further, a copy of this letter or its contents should be given to all individuals who are responsible for any of the items referred to in this letter.

With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and You should take the appropriate steps required to avoid destruction, by anyone, of such evidence. These directions should be given to all persons and entities, wherever located, with custodial responsibility for the items referred to in this letter.

Failure to abide by this request may result in a claim for damages against anyone involved, directly or otherwise and could form the basis of legal claims for spoliation.

BIG3 Basketball, LLC

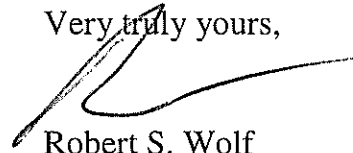
March 6, 2018

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This letter is without prejudice to any of our client's rights or remedies, all of which are expressly reserved herein.

Govern yourself accordingly.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert S. Wolf', with a long horizontal flourish extending to the right.

Robert S. Wolf

EXHIBIT 4

----- Forwarded message -----

From: **Kwatinetz, Jeff** [REDACTED]

Date: Mon, Sep 18, 2017 at 9:45 PM

Subject: Fwd: confidential

To: Ayman Sabi [REDACTED]

Jeff Kwatinetz

THE FIRM
[REDACTED]

Begin forwarded message:

From: "Kwatinetz, Jeff" [REDACTED]

Date: September 18, 2017 at 9:06:27 PM PDT

To: "David Dunn" [REDACTED]

Cc: "Kwatinetz, Jeff" [REDACTED] "RAFAEL FOGEL" [REDACTED] "John Branca

Subject: confidential

David:

Thanks for sending the Revenue one pager. We have been doing significant work and modeling on it and are confident we can make an offer that is compelling. At the same [REDACTED] profit split I am preparing an offer at [REDACTED]. We also have been making significant progress on a superior marketing and promotion component that would enable us to greatly enhance value of the MJJ catalog far beyond what anyone else can even approach.

At this stage I need some additional diligence to finalize our offer. Firstly, we need to reconcile some discrepancies in the numbers. When we totaled the numbers provided, we came up with different revenue amounts that indicate that you may have underreported the revenue. See the following:

MJJ spreadsheet Delta:

All Revenue By Territory

	2012	2013	2014	2015	2016	
Total Estimated Gross Revenue (including synch)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MJJ Spreadsheet
Total Estimated Gross Revenue (including synch)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Actual Based on Provided Numbers
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Delta

2. Estimated Revenue By Source

These numbers tie to the spreadsheet sent

3. Estimated Revenue By Album

Album Title	2012(1)	2013	2014	2015	2016	
Total Estimated Gross Revenue	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MJJ Spreadsheet
Total Estimated Gross Revenue	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Actual Based on Provided Numbers
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Delta

In addition, we would need the following typical diligence that I imagine has already been prepared. (To expedite, if there exists a “data room” could we have access). Let us know if the following could be provided:

1. Full track list of all song titles in the Catalog and the percentage MJJ owns along with names of other owners.
2. Copies of all historical royalty statements for the last five years for the Catalog, as provided by record labels and/or other distributors. We assume the following would be included
 - a. Statement Date
 - b. Song Title and/or Album
 - c. Territory
 - d. Sales Period Begin and End
 - e. Sales Type (e.g., Physical, Download, Streaming)
 - f. Royalty Description (e.g., Mechanical, Performance, Synch)
 - g. Royalty Source (e.g., Spotify, iTunes)
 - h. Units Sold/Streamed
 - i. Gross and Net Royalty Amounts (with currency denomination)
 - j. Admin Fee
 - k. Distribution and Other Costs (as available)
 - l. Artist’s Share (if below 100%)
3. Copies of any significant historical royalty statements received over the past five years from any other source not already identified above, including SoundExchange and other PROs.
4. Copies of all ongoing and recently expired contracts between MJJ and each record label/distributor or other party responsible for the exploitation of the Catalog’s sound recordings (for all territories and all income streams).

5. Similar copies of publishing agreements (so we know what the true publishing costs are)
6. Copies of any other significant contracts associated with the ongoing exploitation of the Catalog, including licensing and synchronization rights clearance agreements.
7. Comprehensive listing of all inbound synchronization requests during the last 5 years.
8. For each song title sold or assigned a partial or full share of any royalty stream, a description of the transaction and the ownership percentage sold/assigned.
9. Summaries of all litigation or threatened litigation which may have a material impact in the future.
10. Are there any outstanding Advances?
11. Are there any other encumbrances not listed?
12. Who has approval rights on synchs or other licensing offers?
13. Can you provide all audits of SONY and any other distributors?
14. Are there any forward projections that have been prepared for the Catalog?
15. Is there any agreement such as a right of first refusal or matching right?

I appreciate it and we are moving at lightning speed.