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July 6, 2021

Via email
(george.platt62@gmail.com)

George Platt
12017 Polo Drive #132
Fairfax, Virginia 22030

Re: Platt, et al. v. George Mason University, et al.
Case No. 2021-744, Fairfax County Circuit Court
Pending Motion for Sanctions

Dear Mr. Platt:

It was a pleasure meeting you last week under the unfortunate circumstances of the above-referenced case. Based on our communications, it is my understanding that you desire to retain our services to represent you and your company in the above proceedings, and specifically, in the pending Motion for Sanctions filed by defendants Scott Martin and his company, Elluminai LLC against you individually, your company, 3D Systems LLC and your lawyers who filed the lawsuit giving rise to the Motion for Sanctions, Glen E. Frost and the law firm Frost & Associates, LLC. We are not being retained to pursue the underlying claims filed by your lawyers, as I view them as facially frivolous.

In order for us to proceed with your representation, Rees Broome requires a written retainer agreement for our engagement. Accordingly, this letter, when signed by you below, will represent the agreement under which you have employed Rees Broome to represent you and provide you legal advice and counsel in connection with the above-referenced matter, and to enter our appearance in the above-referenced matter to represent you and your company in the Motion for Sanctions, now scheduled for August 6, 2021 at 10:00 a.m. Unless otherwise agreed by you and by us in writing, our employment is limited to the purposes specified in this agreement.

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I will be responsible for the administration of your case. Our fees chargeable to you for our services in this matter will be based on time expended by me and members and staff of this firm at our then current rates. My rate is \$510.00 per hour; shareholders' time is billed at rates between \$340.00 and \$600.00 per hour; associates' time is billed at a rate between \$225.00 and \$325.00 per hour; paralegals' time is billed at a rate between \$85.00 and \$200.00 per hour; and law clerks' time is billed at a rate of \$150.00 per hour. I will enlist the assistance of my Associate, Ian Roy, in this case to take advantage of his lower billing rates in connection with the ministerial and administrative tasks that he will perform (legal research, brief writing, etc.). In addition to our fees, there will be costs and out-of-pocket expenses incurred or advanced by this firm in connection with our engagement, including filing and service fees, photocopying charges, computer assisted research, expert witness fees, court reporting and transcription fees, and other costs related to the continued administration of your case. I do not foresee any significant costs given the current procedural posture of this case.

We will invoice you monthly for fees and costs. These bills will be due when rendered. We reserve the right to terminate our services on your behalf and retain any work product we have developed in the event any monthly statement remains unpaid for a period of thirty (30) days or more.

We shall require an initial advance deposit on fees and costs in the amount of \$10,000.00, which shall be deposited in our trust account and drawn upon monthly commensurate with that month's invoice as fees and costs accrue. Any advance deposit not utilized in this engagement will be promptly refunded to you. You may remit the advance deposit on-line at www.reesbroome.com/paymyretainer; otherwise, please contact our accounting department at 703 790 1911 to make arrangements for payment of the requested deposit.

We will keep you fully informed of all developments in your matter and will be available to you for prompt return of your phone calls, emails and other communications and inquiries, as client communication is very important to us in the administration of matters that we are handling for you. You must understand that we cannot guarantee the outcome of this case, and we will endeavor to provide legal services to you to protect your interests to the extent necessary to do so. In addition, if you are sanctioned by the Court (and the possibility exists that you may based on my initial review of the pleadings and information) we will explore and pursue (to the extent legally possible) an indemnification claim against the law firm that filed the underlying lawsuit to recoup any monetary losses you may sustain from that law firm.


We will maintain any documents furnished to us by you in our client file for this representation. At the conclusion of the representation (or earlier, if appropriate), it is your obligation to tell us which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention policy then in effect.

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Please sign this letter to confirm that the above accurately represents the agreement which we have made with you. You may send your signatures by telefax to 703 847 0463 to my attention or by .pdf/email. Of course, should you have any questions with respect to the terms of our employment, please contact me before you sign and return this letter. We look forward to working with you in the disposition of the matters for which we have been employed.

Very truly yours,

REES BROOME, PC

By: 
Robert J. Cunningham, Jr.

SEEN AND AGREED:

George Platt

3D Systems LLC

By: _____
Authorized Representative

Printed name and title