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*Attorneys for VidAngel, Inc.*

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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In re:

VIDANGEL, INC.,

Debtor.

Case No. 17-29073

Chapter 11

Judge Kevin R. Anderson

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**DEBTOR'S MOTION TO EMPLOY WILLIAM  
DUCKWORTH AS A CONSULTING EXPERT UNDER  
SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY  
CODE**

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VidAngel, Inc., the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**VidAngel**”), hereby moves the Court (the “**Motion**”) for entry of an order, pursuant to sections 327(e) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), Federal Rules of Bankruptcy Procedure 2014(a) and 2016 (the “**Bankruptcy Rules**”), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Utah (the “**Local Rules**”), authorizing the Debtor to employ William Duckworth as a consulting expert. The Debtor seeks authorization for Dr. Duckworth to serve as a business analysis consulting expert in relation to a litigation matter currently pending in the Central District

of California (“**Litigation Matter**”). In support of this Motion, the Debtor submits the Declaration of William Duckworth (the “**Duckworth Declaration**”). In further support of this Motion, the Debtor respectfully states as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider the relief requested in this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in the District of Utah under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief sought in this Motion are 11 U.S.C. §§ 327 and 328, and Federal Rule of Bankruptcy Procedure 2014.

3. No prior application has been filed for the relief requested herein.

### **BACKGROUND**

4. On October 18, 2017 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under the Bankruptcy Code. The Debtor continues in possession of its properties and is operating and managing its businesses as a debtor-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner and a creditors’ committee has not been appointed in this Case.

5. The Debtor is the worldwide leader in video filtering technology. The Debtor’s service allows its subscribers to filter potentially objectionable content (such as profanity, nudity, and violence) in motion pictures (including television shows) and stream such content for its subscribers’ private viewing. The Debtor is also an original content provider, and it provides a streaming service to view the content it produces. The Debtor’s original comedy series, Dry Bar Comedy, has had more than 16 million minutes viewed in the 7 days prior to the Petition Date. The Debtor’s services give subscribers and their families choice over the content they view and share with the families.

**RELIEF REQUESTED**

The Debtor submits this Motion pursuant to sections 327(e) and 328 of the Bankruptcy Code and Rule 2014(a) of the Bankruptcy Rules to retain Dr. Duckworth as a business analysis consultant for the Debtor.

**RETENTION OF WILLIAM DUCKWORTH**

William M. Duckworth, II, PhD, is an associate professor with the Heider College of Business at Creighton University in the department of Business Intelligence and Analytics. Dr. Duckworth teaches and writes on the subjects of business, statistics, statistical analysis, and analytics.

The Debtor wishes to employ Dr. Duckworth as a consulting expert in the Litigation Matter because, among other reasons, Dr. Duckworth has extensive experience and expertise in the area of complex business analysis and is uniquely positioned to assist the Debtor with respect to the unique issues facing the Debtor in the Litigation Matter.

The Services and procedures with respect to Dr. Duckworth's proposed expert consulting are specified in greater detail in the Consulting Agreement attached as Exhibit A hereto, which terms are incorporated herein by reference.

**COMPENSATION**

Subject to approval by the Court, Dr. Duckworth has agreed to provide services for \$350 an hour, not to exceed \$10,000. Dr. Duckworth's expenses will be reimbursed by the Debtor up to \$1,000. Dr. Duckworth will submit any necessary application for compensation and reimbursement in accordance with the Court's Order establishing compensation procedures (Dkt. 100).

**DR. DUCKWORTH IS DISINTERESTED AND HOLDS NO ADVERSE INTEREST**

Dr. Duckworth has indicated his willingness to provide services to the Debtor in the capacities designated above.

To the best of the Debtor's knowledge, Dr. Duckworth has no direct or indirect relationship to, connection with, or interest in the Debtor, any of the Debtor's creditors, any other party in interest, any of their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, except as disclosed in the Duckworth Declaration, filed herewith, executed on behalf of William Duckworth in accordance with section 327 of the Bankruptcy Code and rule 2014 of the Federal Rules of Bankruptcy Procedure.

**AUTHORITY FOR RELIEF REQUESTED**

Section 327(e) of the Bankruptcy Code provides as follows:

The trustee, with the court's approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

Section 328(a) of the Bankruptcy Code provides as follows with respect to the terms of such employment:

The trustee, or a committee appointed under section 1102 of this title, with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a) (emphasis added).

In this case, the Debtor is operating its business as debtor in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code. Dr. Duckworth holds no prepetition claims against the Debtor. The terms of the retention are reasonable and within the Debtor's business

judgment. Accordingly, Dr. Duckworth may be retained under section 327(e) of the Bankruptcy Code.

**NO PRIOR REQUEST**

No prior motion or application for the relief requested herein has been made to this or any other court.

**NOTICE**

The Debtor has provided notice of this Motion to the Office of the United States Trustee for the District of Utah and all ECF notice parties and parties who have requested notice on the Court's docket. Bankruptcy Rule 9013. In light of the nature of the relief requested in this Motion, the Debtor respectfully submits that no further notice is necessary.

**CONCLUSION**

For the reasons stated above, the Debtor requests that the Court grant the Motion and enter the Order submitted herewith.

Respectfully submitted this 8th day of March 2019.

/s/ Michael R. Brown

Michael R. Brown

**PARSONS BEHLE & LATIMER**

*Attorneys for VidAngel, Inc.*

**Exhibit A**

**CONSULTING AGREEMENT**

**VIDANGEL, INC.**

**CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is entered into as of 2/26/2019 (the “**Effective Date**”), by and between VidAngel, INC. (the “**Company**”) and William Duckworth (“**Consultant**”). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Consultant hereby agree as follows:

1. **Services and Compensation.** Consultant shall perform for the Company the services described in **Exhibit A** (the “**Services**”), and the Company shall pay Consultant the compensation described in **Exhibit A** for Consultant’s performance of the Services.

2. **Definitions.** For purposes of this Agreement the following words shall have the following definitions:

a. “**Confidential Information**” means any information that relates to the actual or anticipated business of the Company, including, but not limited to research, technical data, trade secrets, know-how, products, services, projects, markets, customers, employees, contractors, vendors, developments, ideas, inventions, business plans, methods, processes, strategies, formulas, technology, designs, drawings, engineering, software, hardware, marketing, contracts, financial data, sales data, budgets, costs and forecasts. Confidential Information includes any information which the Company has received from a third party which the Company is obligated to treat as confidential or proprietary, including pursuant to nondisclosure or similar agreements. Confidential Information does not include information that (i) was in possession of Consultant without restriction before receipt from the Company as shown by Consultant’s records; (ii) is or becomes publicly available without breach of this Agreement; or (iii) is rightfully received by Consultant from a third party without obligation of confidentiality.

b. “**Inventions**” means any discovery, invention or improvement, including without limitation any design, concept, formula, work of authorship, trade secret, technology, idea, process, technique, know-how, development or data, whether or not patentable or registrable under patent, trademark, copyright or similar laws, that relates in any manner to the business or developing business operations of the Company, that Consultant, either solely or jointly, makes, conceives or reduces to practice, or causes to be made, conceived or reduced to practice (i) in performing the Services, (ii) through use of information disclosed by the Company, (iii) through funding provided by the Company, (iv) at the direction of the Company or (v) from use of premises or materials owned, leased or contracted for by the Company.

c. “**Unauthorized Code**” means any illegitimate or harmful routine, code, algorithm or hardware component designed or used to (i) disable, erase, alter or otherwise harm any computer system, computer program, database, data, hardware or communications system, automatically with the passage of time, or under the control of, or through some affirmative action by, any person, (ii) consume, use, allocate or disrupt any computer resources or (iii) access any computer system, computer program, database, data, hardware or communications system. “Unauthorized Code” does not include any routine, code, algorithm or hardware component which is known to Company management and which is intended by Company management to be

incorporated into or combined with any computer system, computer program, software product, database or computer storage media of the Company.

3. Confidentiality.

a. Non-Use and Non-Disclosure. Consultant shall (i) use the Confidential Information only in connection with the performance of the Services (ii) hold the Confidential Information in strictest confidence and not disclose any Confidential Information to any third person (except employees or consultants of the Company who are bound by obligations similar to this Section 3(a) and Section 4 with respect to such Confidential Information), (iii) apply best efforts to prevent the unauthorized disclosure of such Confidential Information and (iii) not copy any such Confidential Information without the written consent of the Company. Consultant shall notify the Company in writing immediately upon the occurrence of any unauthorized release or other breach of this Section 3(a) of which Consultant is aware. All Confidential Information is and will remain the sole property of the Company.

b. Former Client Confidential Information. Consultant shall not, during the Term (as defined in Section 8(a)), improperly use or disclose any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant, if any. Consultant shall not bring onto the Company's premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

c. Third Party Confidential Information. Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During and after the Term, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

d. Return of Materials. Upon termination of this Agreement or the Company's earlier request, Consultant shall deliver to the Company all of the Company's property in Consultant's possession or control, including but not limited to all electronically stored information and passwords to access such property and all embodiments of Confidential Information.

4. Inventions.

a. Disclosure. Consultant shall promptly disclose in writing to the Company all Inventions. Consultant shall not disclose Inventions to any person outside the Company unless requested to do so by the Company.

b. Ownership and Assignment. All Inventions are and will remain the sole property of the Company. Any Inventions that constitute copyrightable subject matter shall be considered "works made for hire," as that term is defined in the United States Copyright Act. Consultant shall assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights, trade secret rights or other intellectual property rights relating to all Inventions (collectively "**Rights**").

c. Further Assurances. During and after the Term, Consultant shall perform all acts reasonably deemed necessary or desirable by the Company to permit and assist the

Company or its designee in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and Consultant's assignment with respect to Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain the Rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and all Rights. To the extent the Company is unable for any reason to secure Consultant's signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign Rights covering such Inventions, Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney in fact, to act for and in Consultant's behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by Consultant.

d. Prior Material. Consultant shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information ("**Prior Material**") owned by Consultant or any third party into any Invention without Company's prior written permission. If, in the course of Consultant's consultation with the Company, Consultant incorporates into any Invention any Prior Material owned by Consultant or in which Consultant has an interest, Consultant hereby grants a nonexclusive, royalty-free, fully paid, irrevocable, perpetual, assignable, sublicensable, worldwide license to the Company to make, have made, modify, use and sell such item as part of or in connection with such Invention.

e. Maintenance of Records. Consultant shall keep and maintain adequate and current written records of all Inventions. The records shall be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records shall be available to and remain the sole property of the Company at all times.

5. Conflicting Obligations.

a. Certification. Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions of this Agreement. Consultant shall not enter into any such conflicting agreement during the Term.

b. Other Services. In view of Consultant's access to the Confidential Information, Consultant shall not, without the Company's prior written approval perform substantially similar services as those performed under this Agreement for any third party during the Term. Consultant acknowledges that the obligations in this Section 5 are ancillary to Consultant's confidentiality obligations under Section 2.

6. Reports. Consultant shall, from time to time during the Term or any extension thereof, keep the Company advised as to Consultant's progress in performing the Services. Consultant shall, as requested by the Company, prepare written reports with respect to such progress. The time required to prepare such reports shall be considered time devoted to performance of the Services.

7. Unauthorized Code. Consultant will not knowingly infect, incorporate into or combine with any computer system, computer program, software product, database or computer storage media of the company any Unauthorized Code.

8. Term and Termination.

a. Term. The term of this Agreement will begin on the Effective Date and will continue until the earlier of (i) engagement of Consultant by the Company to be an employee of the Company, or (ii) termination as provided in Section 8(b) (the “**Term**”).

b. Termination. Either party may terminate this Agreement upon giving the other party not less than 30 days’ prior written notice of such termination. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

c. Survival. Upon such termination, all rights and duties of the Company and Consultant toward each other will cease except:

i. The Company shall pay, within 30 days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company’s policies and in accordance with the provisions of Section 1 of this Agreement; and

ii. Section 2, Section 3, Section 4, Section 8(c), Section 10, Section 11, Section 12 and Section 13 will survive termination of this Agreement.

9. Independent Contractor.

a. Status. It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority under this Agreement. Consultant shall furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in **Exhibit A**. Consultant shall report as income all compensation received by Consultant pursuant to this Agreement. Consultant acknowledges the obligation to pay and shall pay all self-employment and other taxes on such income.

b. Benefits. Consultant shall receive no Company-sponsored benefits from the Company pursuant to this Agreement. If Consultant is reclassified by a state or federal agency or court as Company’s employee, Consultant will become a reclassified employee and shall receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company’s benefit plans or programs of the Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

10. Indemnification. Consultant shall indemnify and hold harmless the Company and its officers, directors and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys’ fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant’s assistants, employees or agents, (ii) a determination by a court or agency that Consultant is not an independent contractor, (iii) any breach by Consultant or Consultant’s assistants, employees or agents of any of the covenants contained in this Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party’s rights resulting in whole or in part from the Company’s use of the work product of Consultant under this Agreement.

11. Nonsolicitation. From the Effective Date until the twelve-month anniversary of the termination of this Agreement (the “**Restricted Period**”), Consultant shall not, without the Company’s prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. During the Restricted Period, Consultant shall not, whether for Consultant’s own account or for the account of any third party, intentionally interfere with any person or entity who is or during the Term was a partner, supplier, customer or client of the Company or its affiliates.

12. Dispute Resolution.

a. Arbitration. Except as provided in Section 12(d) below, any and all controversies, claims or disputes with anyone (including the Company and any employee, officer, director, stockholder or benefit plan of the Company, in its capacity as such or otherwise) arising out of, relating to or resulting from Consultant’s performance of the Services or the termination of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration to be held in the State of Utah. Disputes which Consultant agrees to arbitrate, and thereby AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990. Consultant understands that this agreement to arbitrate also applies to any disputes the Company may have with Consultant.

b. Procedure. Any arbitration shall be administered by the American Arbitration Association (the “**AAA**”), pursuant to the AAA’s National Rules for the Resolution of Employment Disputes (the “**Rules**”) and Utah law, and that a neutral arbitrator shall be selected in a manner consistent with the Rules. The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision on the merits and will have the power to award any remedies, including attorneys’ fees and costs, available under applicable law. Each party shall bear their own costs associated with any arbitration; provided that the party initiating the arbitration shall pay for any administrative or hearing fees charged by the arbitrator or the AAA.

c. Remedy. Except as provided by the Rules and this Agreement, arbitration will be the sole, exclusive and final remedy for any dispute between the Company and Consultant and neither the Company nor Consultant shall be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

d. Injunctive Relief. Notwithstanding anything in this Agreement to the contrary, the Company may petition a court for provisional relief, including injunctive relief, as permitted by the Rules, including, but not limited to, where the Company alleges or claims a violation of Section 3, Section 4, Section 5 or Section 11 of this Agreement or any other agreement regarding Confidential Information or nonsolicitation. Any such violation will cause irreparable injury and money damages will not provide an adequate remedy therefor. Consultant hereby consents to the issuance of a temporary restraining order, preliminary injunction, permanent injunction or other injunctive relief, without posting any bond or other security, compelling

Consultant to comply with any and all provisions of such agreements. In the event the Company seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

e. Administrative Relief. This Agreement does not prohibit Consultant from pursuing an administrative claim with a local, state or federal administrative body. This Agreement does, however, preclude Consultant from pursuing court action regarding any such claim.

f. Voluntary Agreement. Consultant is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Consultant has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands it, including that Consultant is waiving its right to a jury trial. Consultant has had an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

13. Miscellaneous.

a. Amendment. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Company and Consultant.

b. Severability. If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be severed from this Agreement and the remaining provisions will continue in full force and effect to the greatest extent permitted by law.

c. Governing Law. This Agreement is governed by the laws of the State of Utah as such laws are applied to contracts entered into and wholly performed in Utah by Utah residents, without regard to conflict of laws rules.

d. Venue. Any disputes not subject to arbitration pursuant to Section 12 arising from or relating to this Agreement shall be within the exclusive jurisdiction of the state and federal courts located within the State of Utah, and the parties hereby consent to such exclusive jurisdiction.

e. Notices. Any notice or other communication to be given under this Agreement shall in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested), or sent via facsimile (with confirmation of transmission) to the party at such party's address or facsimile number written below or at such other address or facsimile number as the party may be specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 13(e).

i. If to the Company, to:

VidAngel Inc  
295 W Center St, Ste F  
Provo, UT 84601  
Attention: Neal Harmon, CEO

ii. If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

f. Assignability. Except as otherwise provided in this Agreement, Consultant

may not sell, assign or delegate any rights or obligations under this Agreement.

g. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements, discussions and representations between the parties regarding the subject matter of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company and Consultant have executed this Consulting Agreement as of the date first set forth above.

**COMPANY:**

**VIDANGEL INC**

By:

\_\_\_\_\_

Name: Neal Harmon

\_\_\_\_\_

Title: CEO

\_\_\_\_\_

**CONSULTANT:**

By:

\_\_\_\_\_

Name: William Duckworth

\_\_\_\_\_

Address: 3426 South 162nd Circle  
Omaha, NE 68130

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**A. EXHIBIT A**

**Description of Services:**

1. **UCLA RESEARCH:** Provide an explanation of what the Litchman report means and the significance of it.
2. **STARTUP:** Provide testimony on the differences between startup businesses like VidAngel and mature businesses like Disney.
3. **SURVEY:** Analyze the survey data as it comes in and once it is all in.
4. **REPORT:** Edit the draft report and produce a final report for the above information and, if necessary, provide a rebuttal report.
5. **TRIAL:** Provide deposition and trial testimony.

**Rate:** \$350/hour but not to exceed a total of \$10,000

**Expenses:** VidAngel will cover the costs of traveling to and from trial up to \$1,000

**Terms:** One half after approval of the Bankruptcy court and one half after the completion of trial

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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In re:

VIDANGEL, INC.,

Debtor,

Case No. 17-29073

Chapter 11

Judge Kevin R. Anderson

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**ORDER GRANTING DEBTOR'S MOTION TO EMPLOY  
WILLIAM DUCKWORTH AS A CONSULTING EXPERT  
PURSUANT TO BANKRUPTCY CODE §§ 327(e) AND 328(a)**

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The Court has considered the motion (the “**Motion**”)<sup>1</sup> filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**VidAngel**”) requesting authorization to employ William Duckworth as a consulting expert, the Declaration of William Duckworth in Support of the Motion, and applicable law. Based thereon, the Court finds that (i) the employment of William Duckworth as a consulting expert to the Debtor is in this best interests of the Debtor’s bankruptcy estate; (ii) William Duckworth does not represent any interest materially adverse to the Debtor or the bankruptcy estate; and (iii) William Duckworth is a “disinterested person” as that term is defined in sections 327(e) and 328(a) of the Bankruptcy Code. Accordingly, and for good cause otherwise appearing,

IT IS HEREBY ORDERED THAT:

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

1. The Motion is GRANTED;
2. The Debtor is authorized under 11 U.S.C. §§ 327(e) and 328(a) and Federal Rule of Bankruptcy Procedure 2014 to employ and compensate William Duckworth as a consulting expert to the Debtor, as outlined in the Motion and the Consulting Agreement, attached hereto;<sup>2</sup>
3. William Duckworth is entitled to reimbursement of out-of-pocket costs and reasonable expenses;
4. William Duckworth shall apply to the Bankruptcy Court prior to seeking compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and applicable orders of this Court.

**[END OF ORDER]**

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<sup>2</sup> In the event of any conflict between the terms of this Order and the Consulting Agreement, the Consulting Agreement shall control.

**PROOF OF SERVICE**

I hereby certify that on March 8, 2019, I caused a true and correct copy of the foregoing **DEBTOR'S MOTION TO EMPLOY WILLIAM DUCKWORTH AS A CONSULTING EXPERT UNDER SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY CODE** to be served as follows:

I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to the following:

- Laurie A. Cayton tr laurie.cayton@usdoj.gov, James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Suzanne.Verhaal@usdoj.gov
- Rose Leda Ehler rose.ehler@mto.com, cynthia.soden@mto.com
- Michael R. Johnson mjohnson@rqn.com, docket@rqn.com;dburton@rqn.com
- Kelly M. Klaus kelly.klaus@mto.com
- David H. Leigh dleigh@rqn.com, dburton@rqn.com;docket@rqn.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov

On March 8, 2019, I caused a true and correct copy of the foregoing documents to be served on the following parties by First Class Mail, postage prepaid:

**Brent O. Hatch**

Johnson & Hatch  
10 West Broadway  
Suite 400  
Salt Lake City, UT 84101

**Todd Rosen**

Munger, Tolles & Olson, LLP  
350 South Grand Avenue, 50th Floor  
Los Angeles, CA 90071-3426

**Kelly M. Klaus**

Munger, Tolles & Olson, LLP  
350 South Grand Avenue, 50th Floor  
Los Angeles, CA 90071-3426

*/s/ Michael R. Brown*

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Michael R. Brown

**PARSONS BEHLE & LATIMER**

*Attorneys for VidAngel, Inc., debtor and debtor-in-possession.*