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VIA ELECTRONIC MAIL

Susan Sember
Silverlight Press
Silverlight Films LLC
P.O. Box 342544
Lakeway, TX 78734

RE: Nicole B. Gebhardt – Demand for Rights Reversion, Accounting, and Transfer of Assets

Dear Ms. Sember:

Please be advised that I have been retained to review matters relating to the publishing relationship between Nicole B. Gebhardt ("Ms. Gebhardt"), Jeffrey Gebhardt, Silverlight Press, Silverlight Films LLC, and yourself.

Over the past several months, the parties have engaged in extensive discussions regarding publication rights, accounting, royalties, ownership of intellectual property, production materials, marketing assets, and the reversion of rights associated with Ms. Gebhardt's works. I have reviewed the publishing agreement dated January 22, 2022, subsequent correspondence between the parties, draft settlement and reversion agreements, invoices, proposals, and related documentation.

Based upon the materials reviewed, it appears there is no genuine dispute that the parties' publishing relationship has reached its conclusion, and that rights reversion has been the subject of repeated negotiations and proposed agreements. Indeed, multiple communications exchanged by the parties reflect a mutual recognition that Ms. Gebhardt intends to continue publishing independently and that the parties should move toward a complete and final separation of their business relationship.

Despite these discussions, significant issues remain unresolved. Most notably, although repeated references have been made to alleged unrecovered publishing expenses, advanced costs, and recoupment obligations, no comprehensive accounting has been produced identifying the specific amount allegedly owed, the contractual basis for such amount, or the supporting documentation upon which any reimbursement claim is based. Likewise, disputes remain regarding the transfer of production materials, marketing assets, website content, customer records, social media materials, and other property developed in connection with Ms. Gebhardt's books, brand, and publishing activities.

Consistent with the parties' prior communications and the dispute-resolution provisions contained within the January 22, 2022 Publishing Agreement, this correspondence is intended as a good-faith effort to resolve the parties' outstanding disputes without the necessity of arbitration or further legal proceedings. Nothing herein should be construed as an admission regarding the merits of any party's claims or defenses. Rather, my clients seeks clarification of the parties' respective positions, production of relevant records, completion of rights reversion, and an orderly conclusion of the parties' publishing relationship.

My client desires an orderly and professional resolution of these matters. To that end, we hereby demand the following:

1. RIGHTS REVERSION

Execution of a comprehensive rights reversion agreement transferring to Nicole B. Gebhardt all publishing, copyright, licensing, distribution, marketing, and subsidiary rights associated with her works to the fullest extent permitted by law and consistent with the parties' prior negotiations.

2. COMPLETE ACCOUNTING

Production of a complete accounting relating to all books and publishing activities associated with Ms. Gebhardt, including but not limited to:

- Royalty reports;
- Sales reports;
- Expense ledgers;
- Customer invoices;
- Proof of payment records;
- Marketing expenditures;
- Licensing expenses;
- Distribution reports; and
- Any spreadsheets or calculations used to determine recoupment or reimbursement claims.

Additionally, please identify with specificity any amount allegedly owed by Ms. Gebhardt and provide the contractual and factual basis supporting such claim.

3. TRANSFER OF PRODUCTION MATERIALS

Production and transfer of all materials in your possession, custody, or control relating to Ms. Gebhardt's works, including but not limited to:

- Manuscripts;
- Editable book files;
- Formatting files;
- Cover design files;
- Source artwork;
- Metadata;

- Marketing materials;
- Promotional materials;
- Production records;
- Publishing records;
- Distribution records; and
- Contractor contact information and project records.

4. WEBSITE, SOCIAL MEDIA, AND BRANDING ASSETS

Production and transfer of all materials associated with Ms. Gebhardt's author platform, brand development, and online presence, including but not limited to:

- Website files and content;
- Domain registration information;
- Website analytics;
- Mailing lists;
- Subscriber lists;
- Shopify records;
- Social media content;
- Social media project files;
- Branding materials;
- Graphic design materials; and
- Slack files, folders, and project materials relating to services provided for Ms. Gebhardt.

5. CUSTOMER AND SALES RECORDS

Production of all records relating to book sales, pre-orders, customer purchases, fulfillment activities, and refunds associated with Ms. Gebhardt's books, including:

- Customer order records;
- Fulfillment records;
- Shipment records;
- Refund records;
- Shopify transaction records;
- Payment processing records; and
- Customer communications concerning orders.

6. PRESERVATION OF EVIDENCE

You are hereby instructed to preserve all documents, electronically stored information, communications, accounting records, sales records, customer records, Slack data, website data, social media data, royalty records, contractor communications, and related materials potentially relevant to these matters.

My clients remains willing to resolve this matter professionally and without the need for arbitration or litigation. However, if these issues cannot be resolved promptly, my client reserves



all rights and remedies available under the governing agreement, applicable law, and any arbitration provisions that may apply.

Accordingly, we request written confirmation **no later than 15 days** regarding your position on the foregoing demands and your proposed timeline for compliance.

The demands set forth herein are based upon the information presently available to my client. My client expressly reserves the right to supplement, modify, expand, or withdraw any position stated herein as additional documents, accounting records, communications, or other information become available. Nothing contained herein shall be construed as a waiver of any rights, claims, defenses, or remedies possessed by my client, all of which are expressly reserved.

v/r,

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