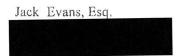
Exhibit 29



Monte M. Lemann I Gerneral Counsel Manatt, Phelps & Phillips, LLP Direct Dial: 310,312,4231 E-mail: mlemann@manatt.com

September 28, 2015

PERSONAL & CONFIDENTIAL



Dear Jack:

This letter confirms the agreement reached between you and Manatt, Phelps & Phillips, LLP (the "Firm") regarding your affiliation with the Firm as a Counsel in the Firm's Government Division, based our Washington, D.C. office. This letter, together with Annex A hereto, is referred to as this "Agreement".

- (1) The effective date of this Agreement (the "Effective Date") shall be October 5, 2015, or such other date upon which we mutually agree. While you are affiliated with the Firm in any capacity, the Firm will be your sole affiliation for your professional services. You agree to cooperate with partners of the Firm who may be asked to coordinate your services. In addition, you agree to comply with the Firm's policies, procedures, and practices including, without limitation, those dealing with conflicts of interest.
- (2) Your base compensation ("Base Compensation") for each calendar year of the Term (as defined in paragraph 4 below) will consist of the following:
- (a) \$5,000.00 per month, payable on the Firm's regular semi-monthly payroll schedule; and
- (b) An additional sum equal to the amount by which 25% of your collections on your personal work effort plus 10% of your Source Collections (as defined in paragraph 3(c) below) exceeds \$60,000. Any amounts earned by you in any month pursuant to this paragraph will be paid to you on the first payroll date occurring in the month following the month in which the amount was earned, up to a cumulative aggregate amount of \$500,000. Any amounts earned by you pursuant to this paragraph in excess of the cumulative aggregate amount of \$500,000 will be paid to you on January 15 of the following year.

For income tax purposes, you will be compensated as an employee of the Firm and subject to applicable withholding.

(3) We are a merit-based Firm regardless of status. Accordingly, in addition to your Base Compensation you will be eligible to receive a bonus for each calendar year of the Term (as defined in paragraph 4 below).

11355 West Olympic Boulevard, Los Angeles, California 90064 Telephone: 310.312.4000 Fax: 310.312.4224 Albany | Los Angeles | New York | Orange County | Palo Alto | Sacramento | San Francisco | Washington, D.C.



- (a) Your bonus compensation will be paid to you at the same time bonus compensation is paid to partners, which generally is paid in three installments between the end of February and mid-April of the following year. Bonus compensation will be reported on your Form W-2 for the year the bonus is actually paid, rather than the year to which the bonus relates.
- (b) Your bonus compensation shall be determined in the sole discretion of the Firm's Compensation Committee with reference to all factors used by it in determining the total compensation of Firm partners and counsel including, without limitation, collections on your own work effort, "Source Collections" (as defined below), clients and business managed (measured primarily by collections), realization of revenues from amounts available to bill and collect from business originated and managed by you, aging of accounts receivable, quality of advice and services provided to clients, professional judgment, adherence to Firm policies and procedures, general Firm citizenship and decorum, leadership qualities and contributions, and Firm profitability.
- (c) For purposes of this Agreement, "Source Collections" means the product obtained by multiplying (i) the total fees and nonrefundable retainers collected by the Firm from a client for all legal services performed; by (ii) your percentage share (between 0% and 100%) of source credit for such matter, as determined by the Finance, Intake and Risk Management Committee of the Firm.
- (4) While the Firm has every hope that employment relationships will be mutually beneficial and rewarding, both you and the Firm retain the right to terminate the employment relationship at will, at any time, with or without cause. The period commencing on the Effective Date and ending on the date your employment is terminated in accordance with this paragraph 4 is referred to as the "Term".
- (5) You agree that you will have no ownership interest in the work in process, accounts receivable, or goodwill of the Firm. You further agree that if you leave the Firm, for any reason, you will use your reasonable efforts thereafter to assist the Firm in collecting on the unpaid work in process and unpaid accounts receivable from those clients for which you were the source.
- (6) You will be eligible to participate in the Firm's medical, disability, life and insurance plans subject to the terms and conditions of those plans. Our current benefits package is described in the attached Summary of Benefits. Our benefits package is modified from time to time, primarily in response to the availability and pricing of various plans and options. In addition, you will be eligible to participate in the Firm's Employee Savings Plan on the same basis as "Contract Partners/Counsels" once you have satisfied the waiting period described in the benefits package. The Firm will provide and pay for malpractice insurance coverage for you, and will pay your mandatory District of Columbia bar dues.
- (7) The Firm wishes to support your client development efforts. Reimbursement for expenses related to those efforts is subject to the Firm's policies and procedures applicable to all Firm professionals.
- (8) While you are affiliated with the Firm in any capacity, you agree to immediately advise the Firm in the event you acquire a direct or indirect ownership interest in a Firm client (other than through MPP Holdings, LLC, or any other Firm-affiliated investment vehicle, or through a mutual fund),



but not including a de minimis interest in a publicly traded company, or enter into a business relationship with a Firm client, or become an officer or director of a Firm client or any other entity.

- (9) You may engage in or possess interests in other ventures, independently or with others, of every nature and description not involving or relating to the business of the Firm, nor otherwise competitive with the Firm or any Firm affiliate, and the Firm shall have no right in and to such independent ventures or to the income or profits derived therefrom, subject to the following:
- (a) In conducting or participating in any such other independent ventures (including, but not limited to, business, research, intellectual property, social, and charitable ventures), you (i) shall comply with all applicable laws and rules of professional conduct, including the avoidance of conflicts of interest, (ii) shall not hold yourself out as a partner, employee, agent, or representative of the Firm, (iii) shall not, without the prior written consent of the Firm's Board of Directors, use Firm property or other Firm resources (including Firm personnel), and (iv) shall not, without the prior written consent of the Firm's Board of Directors, undertake obligations or perform activities which interfere with your obligations to the Firm.
- (b) Any revenue or other consideration of any kind generated from services of the kind performed by the Firm, or revenue derived from the exploitation or other use of Firm property or resources, and any intellectual property (including, without limitation, all copyrights therein and thereto and all renewals, extensions and reversions thereof) created by you in whole or in part during the Term shall be deemed to be property of the Firm, all of which you shall deliver to the Firm immediately upon receipt or creation thereof.
- (c) At your sole expense, you shall indemnify and hold harmless the Firm and each of its partners (the "Indemnified Parties") from and against all damages, liabilities, costs, expenses (including, but not limited to, attorneys' fees and related costs incurred to defend any action or threatened action), judgments, settlements, fines, and other amounts arising from any and all claims, demands, actions, suits, or proceedings (whether civil, criminal, administrative, or investigative) in which the Indemnified Parties (or any of them) may be involved or threatened to be involved, as a party or otherwise, arising from or incurred in connection with any of your independent ventures.
- (10) The Firm shall have no responsibility for any debts or liabilities of you or any person or firm with which you have been associated which arise from or relate to your involvement at any time with any other law firm, attorney or professional service firm, and you agree, both during and after the time you are affiliated with the Firm in any capacity, to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all such debts and liabilities referred to in this paragraph 10.
- (11) In the event a dispute should arise between us under or in connection with any aspect of this Agreement, including, but not limited to, the performance of or failure to perform any duty or obligation under this Agreement by any Firm partner, employee, or agent, and the validity of this arbitration provision, such dispute shall be resolved by final, binding arbitration in Los Angeles, California in accordance with the with the rules of the Judicial Arbitration and Mediation Services, Inc.



("JAMS"). The terms and procedures applicable to any such arbitration and to the selection of the arbitrator are set forth on Annex Λ , which is incorporated herein by this reference.

- (12) You agree that while you are associated with the Firm in any capacity, and for a period of six (6) months thereafter, you will not, without the Firm's consent, directly or indirectly solicit or encourage any Firm employee to leave employment with the Firm.
- (13) Please note that our offer is conditioned upon our receipt of acceptable references, our satisfaction with your response to our Lateral Hire Questionnaire and resolution of any conflict of interest issues. This offer is also contingent upon a satisfactory response to a complete background check, which includes, but is not limited to, a criminal history search, social security trace, motor vehicle report, Bar admissions and such other checks as may be relevant to the position contemplated.

With the formalities addressed, I again want to express our pleasure in extending this offer to you, and our enthusiasm for a long and successful relationship.

Jack Evans, Esq.

Very truly yours,

Monte M. Lemann II, General Counsel Manatt, Phelps & Phillips, LLP

AGREED TO AND ACCEPTED:

Enclosures:

Summary of Benefits

Business Card Order Form

cc:

Human Resources

Recruiting Department

Division Chair

Chief Executive Officer and Managing Partner



ANNEX A - ARBITRATION TERMS AND PROCEDURES

While Manatt hopes that employment disputes will not occur, Manatt believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them pursuant to binding arbitration, which generally resolves disputes more quickly than court litigation. By entering into this agreement to arbitrate (the "Arbitration Agreement"), Manatt and the Employee are waiving the right to a jury trial for all employment-related disputes.

Manatt and the Employee hereby agree that any dispute between them (including Manatt's affiliates, successors, predecessors, contractors, partners, employees and agents) that arises out of or relates to Employee's employment with Manatt or the termination of such employment shall be resolved exclusively through binding arbitration. This Arbitration Agreement applies to all statutory, contractual and common law claims including, but not limited to, claims for discrimination and/or harassment on the basis of race, color, sexual orientation, marital status, medical condition, ancestry, religion, gender, age, national origin, and disability, claims for wrongful termination in violation of public policy, and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, including, but not limited to, all claims arising under such statutes as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Equal Pay Act of 1963, the Family and Medical Leave Act of 1993, the California Fair Employment and Housing Act, the California Labor Code and applicable wage orders, the California Family Rights Act, the District of Columbia Family and Medical Leave of 1990, the New York State Human Rights Law, the New York State Labor Law, any applicable state or local anti-discrimination law, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Employee Retirement Income Security Act, and the Americans with Disabilities Act. The Arbitrator shall also resolve any dispute concerning the interpretation, application, or validity of this Arbitration Agreement. Both Manatt and the Employee shall be precluded from bringing or raising in court any dispute that was or could have been submitted to binding arbitration. This Arbitration Agreement does not apply to claims for workers' compensation benefits, unemployment compensation benefits, claims within the jurisdiction of the California Labor Commissioner, claims arising under ERISA (29 U.S.C. §§ 1001, et. seq.), charges filed with government entitics or provisional remedies under California Code of Civil Procedure section 1281.8(b).

(a) This Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and the employment dispute resolution rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or other mutually agreeable alternative dispute resolution service. The arbitration shall be conducted in Los Angeles, California unless the parties mutually agree to conduct the arbitration in a different location. The arbitration shall take place before a neutral arbitrator with experience in arbitrating employment disputes selected by the mutual agreement of both parties. The arbitrator will have the authority to grant all remedies otherwise available by law, including injunctions, but the arbitrator shall not have the power to grant any remedy that would not be available in state or federal court. Where the Employee is asserting a claim under a state or federal statute prohibiting discrimination in employment, a public policy claim arising under a statute, or where as otherwise required by applicable law to achieve the enforceability of this Agreement, Manatt shall pay all the fees and administrative costs charged by the arbitrator and JAMS to the extent such costs would not otherwise be incurred in a court proceeding. (For instance, Manatt will, in the foregoing circumstances, pay the



arbitrator's fees to the extent it exceeds Court filing fees). In all other circumstances, the parties shall split equally the fees and administrative costs charged by the arbitrator and JAMS. Each party shall pay its own costs and attorneys' fees, except that if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, the arbitrator may award attorneys' fees to the prevailing party, consistent with applicable law. The parties shall be permitted to conduct discovery as provided by Code of Civil Procedure section 1283.05. The Arbitrator shall, within a reasonable timeframe after the conclusion of the arbitration, issue a written opinion setting forth the factual and legal bases for his or her decision. Judgment upon the award may be entered in any court of competent jurisdiction. The provisions of this Agreement can be separated and, if any is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The Employee is advised to consult with an attorney of his/her choice regarding this Agreement. This Agreement shall not be construed to create any contract for continued employment and in no way alters Employee's at-will status. This is the complete agreement of the parties on the subject of arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). This Agreement can only be revoked or modified by a writing signed by the Employee and the Managing Partner or Executive Director of Manatt specifically stating an intent to revoke or modify this Agreement.

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