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FILED
 Superior Court of California
 County of Los Angeles

03/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: K. Benavides Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

MICHAEL BONNER, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

EPOCH MEDIA GROUP, LLC, a Delaware
 Limited Liability Company; MINDY
 GOLDBERG, an individual; PHILIP
 MORRISON, an individual, JEFFREY PREISS,
 an individual, and DOE 1 through and including
 DOE 10,

Defendants.

Case No: 24STCV06576,
Assigned to Hon. Elihu M. Berle, Dept. 6

SECOND AMENDED COMPLAINT
(Class and Collective Action and PAGA
Representative Action)

1. Cal. Lab. Code (the "Code") §§ 201.3, 201.5, 203 and/or 204, Continuing Wages
2. Code §§ 226(a), Failure to Provide Compliant Pay Stubs
3. Code §§ 226.7 and 512 and IWC Wage Order 12, Failure to Provide Meal Breaks
4. Code § 226.7 and IWC Wage Order, Failure to Provide Rest Breaks
5. Code §§ 1194, 1194.2 and 1198, Damages for Unpaid Minimum Wages
6. Code § 2802, Failure to Reimburse Necessary Expenses
7. Code § 226(b), Failure to Provide Employment Records Upon Request
8. Code § 1198.5, Failure to Provide Employment Records Upon Request
9. Unfair Business Practices Business and Professions Code § 17200 *et seq.*

10. Failure to Pay Minimum Wage or
Overtime, FLSA, 29 U.S.C. § 201 *et seq.*

11. Breach of Implied Contract

12. Breach of Written Contract

13. Code § 2698 *et seq.*, PAGA civil penalties

JURY TRIAL DEMANDED

1 Plaintiffs Michael Bonner, Raffi Khandikian, Mark Mechelin, James Connor and Eddie Martinez
2 (collectively, “Plaintiffs”), by and through their undersigned attorneys, allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a class action and a Fair Labor Standards Act (“FLSA”) collective action, seeking
5 unpaid wages, damages, statutory penalties and attorneys’ fees and costs, all according to proof, against
6 Defendants Epoch Media Group, LLC (“Epoch”), Mindy Goldberg (“Goldberg”), Philip Morrison
7 (“Morrison”) and Jeffrey Preiss (“Preiss”) (collectively “Defendants”). This case also seeks civil
8 penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff Martinez
9 has provide statutory notice to the California Labor and Workforce Development Agency (“LWDA”) of
10 the claims set forth in this Complaint and to Defendants.

11 2. Pursuant to 29 U.S.C. § 216(b), Plaintiffs bring this case individually and as an FLSA
12 collective action on behalf of similarly situated individuals who, at any time during the three years
13 preceding the filing of this Complaint, up to the time of the filing of a motion for certification of a
14 collective action, were or have been paid wages on account of services provided for Defendants. The
15 alleged violations include failure to make timely payment of earned wages.

16 3. Venue as to Defendants is proper in this judicial district (the “District”), pursuant to
17 California Business & Professions Code section 17203 and California Code of Civil Procedure sections
18 395(a) and 395.5. A substantial part of the events or omissions gives rise to the claims occurred in this
19 District. Defendants maintain an office, transact business, have an agent, or are found in the County of
20 Los Angeles and are within the jurisdiction of this Court for purposes of service of process.

21 4. Emergency Rule 9 as promulgated by the Judicial Council of California provides:
22 “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that
23 exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory Committee
24 Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of limitations on
25 the filing of a pleading in court asserting a civil cause of action. The term “civil causes of action”
26 includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of the code
27 (Of the Time of Commencing Civil Actions), is construed “as including a special proceeding of a civil
28

nature”). . . The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure.”

THE PARTIES

5. Plaintiff Michael Bonner is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California. A true and correct copy of Bonner’s FLSA Opt-In Form is attached as Exhibit 1.

6. Plaintiff Raffi N. Khandikian is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California. A true and correct copy of Khandikian’s FLSA Opt-In Form is attached as Exhibit 2.

7. Plaintiff Mark Mechelin is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California. A true and correct copy of Mechelin’s FLSA Opt-In Form is attached as Exhibit 3.

8. Plaintiff James Connor is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California. A true and correct copy of Connor’s FLSA Opt-In Form is attached as Exhibit 4.

9. Plaintiff Eddie Martinez is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California. A true and correct copy of Eddie Martinez’s FLSA Opt-In Form is attached as Exhibit 4.1.

10. Defendant Epoch Media Group, LLC, (“Epoch”) is a Delaware Limited Liability Company, which at all times relevant herein, conducted business within the County of Los Angeles, State of California, producing numerous television commercials (hereinafter, collectively, the “Productions”). According to Epoch: “Epoch Films is a global production company with offices in New York, Los Angeles, and London. With a passionate focus on supporting directors, fostering new talent, and making the arts central to every communication, Epoch has played a part in sha[ing storytelling tends since 1989.” <https://epochfilms.com/about> (last accessed August 4, 2024). During the late pandemic, Epoch received a PPP loan of at least \$150,000. <https://pppreport.org/company/epoch+media+group+1+1+c> (last accessed 8/4/2024).

1 11. Defendant Mindy Goldberg (“Goldberg”) is a Founder and Chief Executive Officer of
2 Epoch. <https://epochfilms.com/contact> (last accessed August 3, 2024).

3 12. Defendant Philip Morrison (“Morrison”) is a Founder and manager of Epoch.

4 13. Defendant Jeffrey Preiss (“Preiss”) is a manager of Epoch.

5 14. Defendants Doe One through and including Doe Ten are sued herein under the provisions
6 of section 474 of the California Code of Civil Procedure. Plaintiffs are unaware of the true names,
7 identities or capacities, whether corporate, individual or otherwise, of said fictitiously named defendants,
8 but leave of Court will be prayed to amend this pleading to insert the same herein when finally
9 ascertained. Plaintiffs are informed, believe and thereupon allege that each of the fictitiously named
10 Defendants, during the relevant time period maintained a place of business in the County of Los Angeles
11 of the State of California. Defendants Epoch, Goldberg, Morrison, Preiss and Does One through and
12 including Doe Ten are hereinafter collectively referred to as Defendants.

13 15. Defendants are “temporary services employers” as defined by Code § 201.3 and they are
14 required to pay workers no less frequently than weekly. Section 201.3 provides, in part:

15 **(a)** For purposes of this section, the following definitions apply:

16 **(1)** “Temporary services employer” means an employing unit that contracts with clients
17 or customers to supply workers to perform services for the clients or customers and that
18 performs all of the following functions:

19 **(A)** Negotiates with clients and customers for matters such as the time and place where
20 the services are to be provided, the type of work, the working conditions, and the quality
21 and price of the services.

22 **(B)** Determines assignments or reassignments of workers, even if workers retain the right
23 to refuse specific assignments.

24 **(C)** Retains the authority to assign or reassign a worker to another client or customer
25 when the worker is determined unacceptable by a specific client or customer.

26 **(D)** Assigns or reassigns workers to perform services for clients or customers.

27 **(E)** Sets the rate of pay of workers, whether or not through negotiation.

28 **(F)** Pays workers from its own account or accounts.

1 **(G)** Retains the right to hire and terminate workers.

2 ...

3 **(4)** “Client” and “customer” mean the person with whom a temporary services employer
4 has a contractual relationship to provide the services of one or more individuals
5 employed by the temporary services employer.

6 **(b)(1)(A)** Except as provided in paragraphs (2) to (5), inclusive, if an employee of a
7 temporary services employer is assigned to work for a client, that employee’s wages are
8 due and payable no less frequently than weekly, regardless of when the assignment ends,
9 and wages for work performed during any calendar week shall be due and payable not
10 later than the regular payday of the following calendar week. A temporary services
11 employer shall be deemed to have timely paid wages upon completion of an assignment
12 if wages are paid in compliance with this subdivision.

13 ...

14 **(c)** A temporary services employer who violates this section is subject to the civil
15 penalties provided for in Section 203 and to any other penalties available at law.

16 **(d)** This section shall not be interpreted to limit any rights or remedies otherwise
17 available under state or federal law.

18 Code § 201.3.

19 16. As a “temporary services employer,” Epoch is an employing unit which contracts with
20 clients to supply workers to perform services to its clients. Epoch performs all of the following
21 functions: (A) Negotiates with clients and customers for matters such as the time and place where the
22 services are to be provided, the type of work, the working conditions, and the quality and price of the
23 services (see, e.g., Exhibits 28-30); (B) Determines assignments or reassignments of workers, even if
24 workers retain the right to refuse specific assignments; (C) Retains the authority to assign or reassign a
25 worker to another client or customer when the worker is determined unacceptable by a specific client or
26 customer; (D) Assigns or reassigns workers to perform services for clients or customers; (E) Sets the
27 rate of pay of workers, whether or not through negotiation; (F) Pays workers from its own account or
28 accounts; and (G) Retains the right to hire and terminate workers.

1 17. Plaintiffs are informed and believe and thereon allege that all defendants, including the
2 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible
3 agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all
4 acts alleged herein occurred within the course and scope of said agency, employment, partnership, and
5 joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
6 consent authorization and ratification of their co-defendants; however, each of these allegations are
7 deemed “alternative” theories whenever not doing so would result in a contradiction with other
8 allegations.

9 18. The FLSA is violated when one fails to pay wages in timely fashion, as required by state
10 law. Biggs v. Wilson, 1 F.3d 1537 (9th Cir. 1993). The FLSA provides for liquidated damages for
11 violations of its minimum wage and overtime provisions. 29 U.S.C. § 216(b). “Any employer who
12 violates the provisions of section 206 or section 207 of this title shall be liable to the employee . . .
13 affected in the amount of their unpaid minimum wages, or their unpaid overtime compensation, . . . and
14 in an additional equal amount as liquidated damages.” Id.

15 19. The Defendants are responsible joint employers for the FLSA violations as they each are
16 persons which “exercise[] control over the nature and structure of the employment relationship.”
17 Boucher v. Shaw, 572 F.3d 1087, 1091 (9th Cir. 2009). See Chao v. Hotel Oasis, LLC, 493 F.3d 26, 34
18 (1st Cir. 2007); Donovan v. Sabine Irreg. Col, LLC, 695 F.2d 190, 194-195 (5th Cir. 1983). Here, for
19 example, each Defendant meets at least one of the three joint employer tests in Martinez v. Combs, 49
20 Cal. 4th 35 (2010).

21 20. Martinez advances three alternative tests for determining employer status,
22 each of which is independently sufficient for purposes of resolving employer status. See 49 Cal. 4th at
23 64–65. In other words, even if this Court were to find that they were not employers under one of the
24 Martinez tests, they are responsible employers if either of the two remaining tests is satisfied.

25 21. According to Martinez, an entity is an employer not only if it (a) “engage[s]”
26 workers by “creating a common law employment relationship” (the Common-Law Test) (b) “exercise[s]”
27 control over the wages, hours or working conditions” of the workers (the Wages, Hours or Working
28 Conditions Test), or (c) “suffer[s] or permit[s]” the work (the Suffer or Permit Test). Id. at 64.

22. At all relevant times mentioned herein, section 558.1 of the Code provided:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

(c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Code § 558.1. Here, the Defendants permitted Plaintiffs and other members of the crew to perform functions that are normally part of Defendants’ business of producing Motion Pictures. The Defendants had a duty to ensure that Plaintiffs were properly paid the wages that they had been promised and compensated for their expenses, but they failed to do so in a proper or timely fashion. Defendants failed to ensure that Plaintiffs were timely paid final wages or compensated for their expenses.

23. It is “an employer’s duty under the FLSA to maintain accurate records of its employees’ hours” and that duty “is non-delegable.” Kuebel v. Black & Decker Inc., 643 F.3d 352, 363 (2d Cir. 2011). Although Kuebel establishes that it is solely the employer’s duty to keep track of hours worked under the federal FLSA, and although Plaintiffs’ wage-and-hour claims are largely brought under the state law, the fact remains that Defendants, at all times, were subject to the FLSA and therefore were themselves required to keep track of Plaintiffs’ hours worked. See Troester v. Starbucks Corp., 5 Cal. 5th 829, 839 (2018) (explaining that, although California’s wage-and-hour laws are “more protective than federal law” and that “California is free to offer [employees] greater protection,” the FLSA “provide[s] a level of employee protection that a state may not derogate”). Troester, 5 Cal. 5th at 846 (“Nor is it clear why, when it is difficult to keep track of time worked, the employee alone should bear the burden of that difficulty”), 848 (“An employer may be able to customize and adapt available time

1 tracking tools or develop new ones when no off-the-shelf product meets its needs. And even when
2 neither a restructuring of work nor a technological fix is practical, it may be possible to reasonably
3 estimate work time . . . and to compensate employees for that time.”). Marlo v. United Parcel Serv., Inc.,
4 No. CV 03-04336 DDP (RZx), 2009 WL 1258491, at *3 (C.D. Cal. May 5, 2009), explains that, under
5 California law, “employers must keep track of the hours . . . employees work.” Before an employee
6 starts to work for an employer, the employer is required to have the employee fill out the requisite new-
7 hire paperwork. See e.g. Ketchikan Drywall Servs., Inc. v. Immigration & Customs Enforcement, 725
8 F.3d 1103, 1113 (9th Cir. 2013) (stating that 8 U.S.C. § 1324a “clearly makes employers responsible for
9 documenting employee work authorization” and that, “[w]here [a defendant] cho[oses] to hire
10 employees who ha[ve] failed to fill out [s]ection 1 [of I-9 Forms] completely, it d[oes] so at its own
11 peril”); 26 C.F.R. § 31-3402(f)(2)-1 subsec. (a) (stating that a withholding-exemption certificate must be
12 completed “[o]n or before the date on which an individual commences employment”); 22 Cal. Code
13 Regs. § 4340-1(a) stating that a withholding-exemption certificate must be completed “[o]n or before the
14 date on which an individual commences employment”). If, for example, the employee fails to complete
15 the necessary tax documents, the employer must follow the guidance from the Internal Revenue Service
16 and the California Employment Development Department by withholding taxes as if the employee is
17 single with no withholding allowances. See Internal Revenue Serv., *Topic Number 753 – Form W-4 –*
18 *Employee’s Withholding Allowance Certificate* (last updated Mar. 1, 2018), [https://www.irs.gov/](https://www.irs.gov/taxtopics/tc753)
19 [taxtopics/tc753](https://www.irs.gov/taxtopics/tc753). There is an analogous cite from the California EDD (re defaulting to the single-no-
20 allowances rule): Cal. Emp’t Dev. Dep’t, *Employer’s Obligations for Form W-4 or DE 4* (2016),
21 https://www.edd.ca.gov/pdf_pub_ctr/de71.pdf).

22 24. Although the employee has the burden of proving a failure to compensate, “it is the
23 employer’s responsibility to maintain accurate records of an employee’s hours.” Padilla v. Manlapaz,
24 643 F Supp 2d 302, 307 (EDNY 2009). “In situations where an employer’s payroll records are
25 inaccurate or inadequate, ‘an employee has carried out his burden if he produces sufficient evidence to
26 show the amount and extent of that work as a matter of just and reasonable inference.’” Berrios v
27 Nicholas Zito Racing Stable, Inc., 849 F Supp 2d 3 72, 3 79 (EDNY 2012) quoting Anderson v Mt.
28 Clemens Pottery Co., 328 US 680, 687 (1946). This burden is not high and may be satisfied through

1 estimates based on an employee's own recollection and testimony. See Kuebel, 643 F3d at 362. After an
2 employee meets his or her burden, it “then shifts to the employer to prove by a preponderance of the
3 evidence that the [employee] was properly paid for the hours worked.” Padilla, 643 F Supp 2d at 307;
4 see also O'Donnell, 173 AD3d at 1529; Heenam Bae v Indus. Bd. of Appeals, 104 AD3d 571, 572 (1st
5 Dep't 2013) (where employer fails “to keep adequate records, . . . the employer in violation shall bear the
6 burden of proving that the complaining employee was paid wages, benefits and wage supplements.”).

7 **GENERAL ALLEGATIONS**

8 25. Defendants employed Plaintiff Bonner during the class period for the filming for the
9 Commercial entitled “H&R Block #92432.” H&R Block, Inc. was the client employer of Plaintiff
10 Bonner and Class Members, and Defendants were the labor contractors. At the end of the short
11 production of the H&R Block commercial, Epoch discharged Bonner and the relationship between the
12 two ended, as there were no future projects at hand for Bonner, and no direct communications between
13 Bonner and Defendants regarding any future work, as when Defendants hired Bonner or other Class
14 Members, they did so upon the recommendation of Bonner’s Department Head or the Department Heads
15 of other Class Members. When Bonner and the Defendants agreed that he would work on the H&R
16 Block commercial, the contracting parties knew the relationship would be quite short, limited to a day or
17 so, all as outlined on Epoch bid forms provided to its client such as H&R Block or its advertising
18 adgency, as established by industry custom and practice and outline in documents such as Exhibits 28 to
19 30. Epoch would staff its subsequent project not by reaching out to Bonner or other Class Members, but
20 by retaining a Director who would normally recommend the Director of Photography and other
21 Department Heads with whom they wished to work on the short term project. The Class Members
22 would thereafter all or virtually all be recommended as short term employees for the specific film at
23 hand. The foregoing structure applied to all Plaintiffs and Class Members, as all or virtually all of them
24 lost direct contact with Defendants upon termination at the end of the commercial, only to resume at a
25 subsequent time when again recommended as temporary employees on another film project on the
26 suggestion of their former Department Head or another such Department Head or a third party agent,
27 including, for example, a labor union.

1 26. Defendants provided Bonner with a CREW TIMECARD, confirming its use of a Sunday
2 to Saturday pay period. Exhibit 5, EPOCH-Bonner0001. Bonner worked from Sunday, November 14,
3 2021, until Thursday, November 18, 2021, working as a crew member, a non-union chef assistant, on
4 one of the Productions for H&R Block or its ad agency. Accordingly, once his employment ended,
5 Defendants were required to pay him by the next week, on or before Friday, November 26, 2023.
6 However, his partial check was not prepared until on or after Wednesday, December 1, 2021. Bonner's
7 check confirmed that the "Pay Period" was "11/14/2021 – 11/20/2021" and that the "Pay Frequency"
8 was "W[EEKLY]". Exhibit 6, EPOCH_Bonner0006. Defendants are routinely tardy in their wage
9 payments to crew. Further, on December 1, 2023, Plaintiff requested his records relating to his work for
10 Defendants. Exhibit 7. One such record, the California Wage Theft Prevention Act Notice to Employee,
11 assured Plaintiff Bonner that his wages would be paid "weekly". Exhibit 8, EPOCH_Bonner0006.
12 Although Bonner was not provided any compliant meal periods or rest breaks, he was paid no meal
13 period or rest break wages for his services on November 15, 16, 17, or 18 – despite the fact that on each
14 day he worked at least either 14 or 15 hours. Exhibit 5, EPOCH-Bonner0001 (time card) and Exhibit 6,
15 EPOCH_Bonner0006 (wage statement). Bonner was not compensated for his use of a personal cell
16 phone, on each day of his work for Defendants, a benefit to Defendants of at least \$3.00 per day.

17 27. In July of 2020, Defendants employed Plaintiff Khandikian during the class period for the
18 filming for the Commercial entitled "United Healthcare #92395." For this one of the Productions,
19 United Healthcare was the client employer of Plaintiff Khandikian and Class Members, and Defendants
20 were the labor contractors.

21 28. In July of 2020, Defendants provided Khandikian with a CREW TIMECARD,
22 confirming its use of a Sunday to Saturday pay period and Khandikian's work of at least twelve and one
23 half hours on that day, with no time taken for any thirty-minute meal break. Exhibit 9, Khandikian_
24 Epoch0009. Khandikian worked on July 30, 2020, providing non-union perimeter control services as a
25 crew member on this one of the Productions. Accordingly, once his employment ended, Defendants
26 were required to pay him by the next week, on or before Friday, August 7, 2020. However, his partial
27 check was not prepared until on or after Tuesday, August 18, 2021. Khandikian's check confirmed that
28 the the "Pay Frequency" was "W[EEKLY]". Exhibit 10, Khandikian_ Epoch0003. Further, on December

1 13, 2023, Khandikian requested his records relating to his work for Defendants. Exhibit 11. One such
2 record, the California Wage Theft Prevention Act Notice to Employee, assured Plaintiff Khandikian that
3 his wages would be paid “weekly”. Exhibit 12, Khandikian_Epoch0013, was required to advise
4 Khandikian of the “Regular pay day” but it did not do so. Khandikian was not compensated for his use
5 of a personal cell phone, a benefit to Defendants of at least \$3.00 per day. Khandikian was not paid for
6 accrued wages owing on account of Defendants’ failure to provide a compliant meal period or any rest
7 breaks on this day of work.

8 29. At an earlier day, on October 30, 2019, Defendants employed Plaintiff Khandikian during
9 the class period for the filming for the Commercial entitled “WealthSimple #92378.” For this one of
10 the Productions, Wealthsimple was the client employer of Plaintiff Khandikian and certain of the Class
11 Members, and Defendants were the labor contractors.

12 30. In October of 2019, Defendants provided Khandikian with a CREW TIMECARD,
13 confirming its use of a Sunday to Saturday pay period and Khandikian’s work of at least eight hours on
14 that day, with no time taken for a thirty-minute meal break. Exhibit 13, Khandikian_Epoch0004.
15 Khandikian worked on Wednesday, October 30, 2019, providing perimeter control services as a crew
16 member on this one of the Productions. Accordingly, once his employment ended, Defendants were
17 required to pay him by the next week, on or before Friday, November 8, 2020. However, his partial
18 check was not prepared until on or after Wednesday, November 13, 2021. Khandikian's check
19 confirmed that the the “Pay Frequency” was “W[EEKLY]”. Exhibit 14, Khandikian_Epoch0001. Again,
20 on December 13, 2023, Khandikian requested his records relating to his work for Defendants. Exhibit
21 11. One such record, the California Wage Theft Prevention Act Notice to Employee, assured Plaintiff
22 Khandikian that his “Regular pay day” was “weekly”. Exhibit 15, Khandikian_Epoch0005. Khandikian
23 was not compensated for his use of a personal cell phone, a benefit to Defendants of at least \$3.00 per
24 day. Khandikian was not paid for accrued wages owing on account of Defendants’ failure to provide a
25 compliant meal period or any rest breaks on this day of work.

26 31. In June of 2022, Defendants employed Plaintiff Khandikian during the class period for
27 the filming for the Commercial entitled “Zelle (Round 3) #92446.” For this one of the Productions,
28

1 Zelle and/or Early Warning Services, LLC was the client employer of Plaintiff Khandikian and certain
2 of the Class Members, and Defendants were the labor contractors.

3 32. In June of 2023, Defendants provided Khandikian with a CREW TIMECARD,
4 confirming its use of a Sunday to Saturday pay period. Exhibit 16, Khandikian_Epoch0014.
5 Khandikian worked on Saturday, June 25, 2022, working as a crew member, providing perimeter control
6 services for this one of the Productions. Accordingly, once his employment ended, Defendants were
7 required to pay him by the next week, on or before Friday, July 1, 2022. However, only a partial check
8 was prepared on or after July 1, 2022, no compensation being paid for Defendants' failure to provide
9 any compliant rest breaks of the day Khandikian worked. Khandikian's check confirmed that the "Pay
10 Period" was "06/19/2022-06-25/2022". Exhibit 17, Khandikian_Epoch0002. Again, on December 13,
11 2023, Khandikian requested his records relating to his work for Defendants. Exhibit 11. One such
12 record, the California Wage Theft Prevention Act Notice to Employee, assured Plaintiff Khandikian that
13 the "Regular pay day" was "Friday". Exhibit 18, Khandikian_Epoch0018.

14 33. Defendants employed Plaintiff Mechelin during the class period for the June 2021
15 filming of the Commercial entitled "Farmers Insurance #92420" (Exhibit 19.1); the November 2021
16 filming of the Commercial entitled "King's Hawaiian #92431" (Exhibit 19.2); as well as the January
17 2022 filming of the Commercial entitled "Toyota #92438" (Exhibit 19.3). In none of the projects did
18 Defendants compensate Mechelin for the maintenance and use of his personal cell phone, nor did they
19 pay him a premium wage on account of their failure to provide him with any ten-minute rest breaks. In
20 each case it appears Mechelin was paid as a member of Teamsters Local 399, but the contract between
21 the AICP and Local 399 does not purport to cover issues involving ten-minute rest breaks or
22 reimbursement of employee expenses, and only states, with respect to the tardy payment of final wages
23 that a committee might be formed to consider the matter. Accordingly, he has not been paid his final
24 wages in full for any of the three projects on which he worked and he was not paid any wages at all on
25 the Toyota commercial until on or after Thursday, February 3, 2022, when his partial check for the work
26 was printed, at least six days after all wages were due. (Exhibit 19.3). Mechelin was required to
27 provide Defendants with his cell phone number, with the understanding that he would respond to any
28

1 calls at any time from the start of the workday until wrap. Mechelin was never compensated for his
2 provision of this benefit to the Defendants.

3 34. Upon information and belief, for the June 2021 Production (Farmers Insurance #92420),
4 Farmers Insurance was the client employer of Plaintiff Mechelin and certain other of the Class
5 Members, and Defendants were the labor contractors. For the October-November, 2021, Production
6 (King's Hawaiian #92431), King's Hawaiian was the client employer of Plaintiff Mechelin and certain
7 of the Class Members, and Defendants were the labor contractors. Similarly, for the 2022 Production
8 (Toyota #92438), Toyota was the client employer of Plaintiff Mechelin and certain of the Class
9 Members, and Defendants were the labor contractors.

10 35. Defendants provided Mechelin with a CREW TIMECARDS, confirming its use of a
11 Sunday to Saturday pay period in both 2021 and 2022. Mechelin worked on Sunday, June 27, 2021, as a
12 driver on this one of the Productions. Accordingly, once his employment ended, Defendants were
13 required to pay him by the next week, on or before Friday, July 9, 2021. However, he was only
14 provided a partial paycheck, paid nothing for his accrued hour of pay due on account of Defendants'
15 failure to provide compliant rest breaks. Mechelin's check confirmed that the "Pay Frequency" was
16 "W[EEKLY]". Exhibit 19.1.

17 36. Mechelin worked on Thursday, November 4, 2021, as a driver on this one of the
18 Productions. Accordingly, once his employment ended, Defendants were required to pay him by the
19 next week, on or before Friday, November 12, 2021. However, he was only provided a partial
20 paycheck, paid nothing for his accrued hour of pay due on account of Defendants' failure to provide
21 compliant rest breaks. Mechelin's check confirmed that the "Pay Frequency" was "W[EEKLY]". Exhibit
22 19.2.

23 37. Mechelin worked on January 20 and 22, 2022, as a driver on this one of the Productions.
24 Accordingly, once his employment ended, Defendants were required to pay him by the next week, on or
25 before Friday, January 28, 2022. However, he was paid late, on or after Thursday, February 3, 2022,
26 and then he was only provided a partial paycheck, paid nothing for his accrued hour of pay due on
27 account of Defendants' failure to provide compliant rest breaks. Mechelin's check confirmed that the
28 "Pay Frequency" was "W[EEKLY]". Exhibit 19.3.

1 38. Defendants employed Plaintiff Connor during the class period for the filming for the
2 Commercial entitled “H&R Block #92432.” For this one of the Productions, H&R Block, Inc. was the
3 client employer of Plaintiff Connor and certain of the Class Members, and Defendants were the labor
4 contractors.

5 39. Defendants provided Connor with a CREW TIMECARD, confirming its use of a Sunday
6 to Saturday pay period. Exhibit 20, Connor_Epoch0002. Connor worked from Monday, November 15,
7 2021, until Thursday, November 18, 2021, working as a crew member, a chef assistant, on this one of
8 the Productions. Accordingly, once his employment ended, Defendants were required to pay him by the
9 next week, on or before Friday, November 26, 2023. However, his partial check was not prepared until
10 on or after Thursday, December 2, 2021. Connor has never been paid any wages owing on account of
11 Defendants’ failure to provide him any compliant meal periods or rest breaks at all on November 15, 16,
12 17, or 18, 2021. Connor’s check confirmed that the “Pay Period” was “11/14/2021 – 11/20/2021” and
13 that the “Pay Frequency” was “W[EEKLY]”. Exhibit 21, Connor_Epoch0001. Further, on December 13,
14 2023, Connor requested his records relating to his work for Defendants. Exhibit 22. One such record,
15 the California Wage Theft Prevention Act Notice to Employee, assured Plaintiff Connor that his
16 “Regular pay day” would be “weekly”. Exhibit 23, Connor_Epoch0006.

17 40. Defendants employed Plaintiff Martinez during the class period for the filming for the
18 Commercial entitled “Panda Express #92535.” For this Production, Panda Restaurant Group, Inc. was
19 the client employer of Plaintiff Martinez and certain of the Class Members, and Defendants were the
20 labor contractors.

21 41. Martinez worked on Thursday, March 13, 2025, during the Sunday to Saturday pay
22 period of March 9 through March 15, 2025, as a crew member on the Panda Express #92535 production.
23 Martinez has never been paid any wages owing on account of Defendants’ failure to provide him a
24 compliant meal period or rest breaks at all on March 13, 2025. Further, on June 30, 2025, Martinez
25 requested his records relating to his work for Defendants.

26 42. Defendants also failed to provide any accrued wages on account of accrued rest break
27 wages with respect to the filming of at least the following television commercials, several of well over
28 100 commercials produced by the Defendants from 2019 to date: Harley Davidson #92372 (filmed in

June of 2019); Lay's #92377; King's Hawaiian Bread # 92405; Farmer's Insurance #92420; AT&T Direct TV Stream #92428; King's Hawaiian Bread #92431; Sephora #92434; Toyota #92438; or Beat The Stigma 2 # 92465 (filmed in January of 2023). On information and belief, prior to the filing of this case, Defendants never paid any crew member an hour of wages on account of missed, tardy or truncated rest breaks and they never compensated any member of the crew for the use of their personal cell phones, all or virtually all Class Members routinely using their cell phones and/or other personal computer equipment of receive business text messages, emails and or telephone calls on a daily basis, as well as for chasing their wages when not paid in timely fashion.

43. As part of the employment contracts between each Plaintiff and Class member, on the one hand, and Defendants, on the other, the Parties agreed that their contract had an implied covenant of good faith and fair dealing.

44. As part of the implied employment contracts between each Plaintiff and Class member, on the one hand, and Defendants, on the other, the Parties agreed that the employees would promptly respond to any cell phone or walkie talkie calls they received, and each Plaintiff and Class Member routinely did so, whether or not on a faux "rest break" or "meal period."

45. As part of the implied employment contracts between each Plaintiff and Class member, on the one hand, and Defendants on the other, when filming within the jurisdictions subject to FilmLA, in which, on information and belief, perhaps half of the Productions here are issue were filmed, the Parties agreed that the employees would abide by the conditions in the FilmLA Film Permits issued to Defendants, permitting the scheduled work. Those Film Permits routinely required compliance with a "FilmLA Filmmakers' Code of Professional Responsibility" (the "LA Code"), a copy of the version issued in 2019 is attached hereto as Exhibit 24. See also Exhibits 25 and 27, other similar versions. That LA Code provides, in part, for regulation of employer conduct before reporting to work and going on the clock, before the start of the day is regulated, but not compensated:

1. The production company must comply with the provisions of the film permit at all times.
2. The Filmmakers' Code of Professional Responsibility will be attached to every permit, and both must be shown to any member of the public that asks to see them.

3. Productions arriving on-location in or near a residential neighborhood shall enter the area no earlier than the time stipulated on the permit.

...

5. Cast and crew must observe designated parking areas. Parking of cast and crew vehicles on public streets is prohibited unless authorized by the film permit.

6. Parking on both sides of public streets is prohibited unless specifically authorized by the film permit.

7. Production vehicles may not block driveways without the express permission of the local municipality or the driveway owner.

Exhibit 24 (<https://filmla.com/wp-content/uploads/2019/07/Filmmakers-code-of-coduct-2019.pdf>), last accessed August 2, 2024). Another, later version issued by FilmLA is to the same effect. Exhibit 25, for example, states:

Meals must be confined to the area designated in the location agreement or permit.

Individuals must eat within the designated meal area.

Exhibit 25, ¶ 6.

46. In addition, there is a “California Film Commission Filmmakers Code of Conduct” (the “CA Code”) such as attached hereto as Exhibit 26. That CA Code provides, in part, that worker activity before the start of the day is regulated, but not compensated:

2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should park one by one, and turn off engines as soon as possible. Cast and crew should observe designated parking areas.

Exhibit 26, p. 1 (<https://cdn.film.ca.gov/wp-content/uploads/2020/11/Professional-Filmmakers-Code-of-Conduct.pdf>).

47. As part of the implied employment contracts between each Plaintiff and Class member, on the one hand, and Defendants on the other, the Parties agreed that all employees, whether or not in a union, would honor calls for “grace” to permit filming to continue beyond the sixth or twelfth hour of work as the case may be, and each Plaintiff and Class Member routinely did so, whether or not a meal

break had been scheduled. The applicable CBA for union members working on commercials provides that “[t]he first deductible meal period may be extended by fifteen (15) minutes to complete a set up and a second deductible meal period may be extended by thirty (30) minutes to complete a set up and/or wrap.”¹ These provisions do not apply to non-union workers such as Plaintiffs, yet industry practice demands all workers follow the procedures for grace. In any event, grace is routinely called and non-union workers have their meals often delayed beyond the sixth hour of work, without compensation by the Defendants for such untimely meals. Defendants regularly established record-keeping procedures note when grace is called, and in the course of discovery these materials will be accessed so that Plaintiffs might amend this FAC to articulate precise details relating to these practices.

48. As part of the implied employment contracts between each Plaintiff and Class member, on the one hand, and Defendants on the other, the Parties agreed that all employees would remain on or near the designated set, from their initial report time until final wrap for the day. According to the Commercial Filmmakers’ Code of Professional Responsibility: “5. Cast and crew meals shall be confined to the area designated in the location agreement or permit.” Exhibit 27, [https:// aicp.com/assets/editor/AICP_Location_Code_of_Professional_Responsibility_members_June2017.pdf](https://aicp.com/assets/editor/AICP_Location_Code_of_Professional_Responsibility_members_June2017.pdf) (last accessed August 2, 2024). This policy and practice is articulated in the LA Code:

Cast and crew are to remain on or near the area that has been permitted. . . .

. . .

If not specified in the permit, an area for meal service and consumption must be designated.

Exhibit 24. ¶9.

49. Exhibits 24-27 reflect industry practices in the filming of Motion Pictures in California, both television commercials and otherwise.

50. Although Plaintiffs should have been paid in full for the accrued minimum wages, provided proper, uninterrupted meal periods and rest breaks, and issued final wages no later than

¹ See 2019 Commercial Production Agreement and Northeast Corridor Appendix [the I.A.T.S.E [the International Alliance Of Theatrical Stage Employees, Moving Picture Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO, CLC – A.I.C.P. [Association Of Independent Commercial Producers, Inc.], Article XVIII- MEALS, Section 3, p. 11.

1 as required by Code §201.3 and/or 201.5, they have yet to be paid the full amount of wages owing to
2 them. The final payments did not fully compensate Plaintiffs for all outstanding wages. Plaintiffs and
3 Class Members have as of the date of filing of this Complaint not been fully compensated for all work
4 performed for the Defendants, all due in part to Defendants failure to ever pay any employee wages on
5 account of Defendants' failure to provide proper ten-minute rest breaks – a topic not even mentioned in
6 any of the applicable Collective Bargaining Agreements. The defense failure to ever pay any wages on
7 account of such failure to maintain a proper rest break policy and practice is an unfair and unlawful
8 business practice under Section 17200 et seq. of the California Business and Professions Code. Safeway
9 v. Sup. Ct., 238 Cal.App.4th 1138 (2015).

10 51. Plaintiffs and Class Members, were required to keep their walkie talkie radios or cell
11 phones with them at all times, including during meal and rest breaks. Some breaks were simply not
12 provided at all. This policy precluded Defendants from providing Plaintiff and others the ability to enjoy
13 legally compliant meal and rest breaks as required by California law. Augustus v. ABM Sec. Servs. Inc.,
14 2 Cal. 5th 257, 260 (2016).

15 52. Plaintiffs and Class Members are typically hired as temporary, short term employees to
16 work for a few days on the creation of filmed content. They typically work under the direction and
17 supervision of producers, directors, ad agencies and clients. The typical practice is for the ad agency
18 and/or client to prepare detailed scripts and storyboards, which Defendants are to follow in creating the
19 commercial. A sample of ad agency scripts and storyboards for a television commercial is attached as
20 Exhibit 28. The lead actors audition, rehearse and perform according to the scripts and storyboards
21 provided by the ad agency and/or client. Such actors, unlike the crew, are paid by the ad agency and/or
22 client, generally through an industry specialist payroll company.

23 53. As companies such as Epoch and its competitors may produce many dozens or more
24 television commercials each year, routinely hiring dozens of crew members to assist them for a handful
25 of days on each project, the television commercial production industry has formed a trade association,
26 the AICP or Association of Independent Commercial Producers, to help regulate industry practices.
27 <https://aicp.com/> (last accessed August 4, 2024). The AICP web page provides information concerning
28 both "Employment Issues" and other "Resources". A partially redacted, typical AICP Film Production

1 Cost Summary for a Neutrogena commercial is attached as Exhibit 29. A more recent AICP Form is
2 attached as Exhibit 30. Documents such as Exhibit 29 are used by television commercial production
3 companies to detail the number of temporary workers they will be providing to the ad agency/client for
4 filming of the commercial at hand, including up to some fifty different jobs, by title, for pre-production
5 and wrap, detailing the number of days required for each position and the dollar day rate for each job
6 title. For example, Exhibit 29 projects a total of 59 days of work and estimates the labor cost for pre-
7 production and wrap to total \$45,594. Exhibit 29 at "Page 1", or p. 002. Similarly, Exhibit 29 details
8 the job titles for the Shooting Crew, from the Line Producer to the Manicurist, also showing the number
9 of days of work for each position and the rate. Exhibit 29 projects a total of 70 days of work and
10 estimates the labor cost for pre-production and wrap to total \$123,670. Exhibit 29 at "Page 1B", or p.
11 003. Job titles, projected days of work and rates are also detailed for the Set Construction Crews. Exhibit
12 29 at "Page 3", or p. 005.

13 54. Some supplies and equipment were provided by Defendants and/or leased by them for
14 use during realization of the scripts and storyboards prepared by the ad agency and/or client. Some
15 supplies and equipment were provided by Defendants, and some were provided by Plaintiffs. In concert
16 with the ad agency and/or client, Defendants secured and provided the locations for the Productions
17 where the work took place.

18 55. At all relevant times mentioned herein, either Wage Order 4 (governing temporary
19 workers) or Wage Order 12 (governing motion picture workers) of the California Industrial Welfare
20 Commission applied to Plaintiffs and Class Members. In part, each Wage Order reflects employer
21 obligations regarding hours and days of work, reporting time pay, records, meal periods and rest periods
22 (obligations which the employer, here, failed to fulfill, both with respect to Plaintiffs and Class
23 Members). One significant difference is focused on Meal Periods. Wage Order 4 provides:

24 (A) No employer shall employ any person for a work period of more than five (5) hours
25 without a meal period of not less than thirty (30) minutes, nor more than one (1) hour.

26 On the other hand, Wage Order 12 provides that the employer must provide a meal within the first 6
27 hours. Defendants often extended the commencement of a meal beyond six hours by the artifice of
28 calling grace, even on non-union jobs, but routinely impacting non-union workers.

56. At all times relevant herein, section 201.5 of the Code provided in part:

(a) For purposes of this section, the following definitions apply:

(1) "An employee engaged in the production or broadcasting of motion pictures" means an employee to whom both of the following apply:

(A) The employee's job duties relate to or support the production or broadcasting of motion pictures or the facilities or equipment used in the production or broadcasting of motion pictures.

(B) The employee is hired for a period of limited duration to render services relating to or supporting a particular motion picture production or broadcasting project or is hired on the basis of one or more daily or weekly calls.

(2) "Daily or weekly call" means an employment that, by its terms, will expire at the conclusion of one day or one week, unless renewed.

(3) "Next regular payday" means the day designated by the employer, pursuant to Section 204, for payment of wages earned during the payroll period in which the termination occurs.

(4) "Production or broadcasting of motion pictures" means the development, creation, presentation, or broadcasting of theatrical or televised motion pictures, television programs, commercial advertisements, music videos, or any other moving images, including, but not limited to, productions made for entertainment, commercial, religious, or educational purposes, whether these productions are presented by means of film, tape, live broadcast, cable, satellite transmission, Web cast, or any other technology that is now in use or may be adopted in the future.

(b) An employee engaged in the production or broadcasting of motion pictures whose employment terminates is entitled to receive payment of the wages earned and unpaid at the time of the termination by the next regular payday.

(c) The payment of wages to employees covered by this section may be mailed to the employee or made available to the employee at a location specified by the employer in the county where the employee was hired or performed labor. The payment shall be

1 deemed to have been made on the date that the employee's wages are mailed to the
2 employee or made available to the employee at the location specified by the employer,
3 whichever is earlier.

4 (d) For purposes of this section, an employment terminates when the employment
5 relationship ends, whether by discharge, lay off, resignation, completion of employment
6 for a specified term, or otherwise.

7 (e) Nothing in this section prohibits the parties to a valid collective bargaining agreement
8 from establishing alternative provisions for final payment of wages to employees covered
9 by this section if those provisions do not exceed the time limitation established in Section
10 204.

11 Code § 201.5.

12 57. Defendants employed individuals such as Plaintiffs and Class Members to work on the
13 filming of television commercials, yet Defendants failed to timely or fully pay them, all in violation,
14 inter alia, of Code sections 201.3, 201.5 and/or 204.

15 58. At all relevant times mentioned herein, section 203 of the Code provided in part:
16 If an employer willfully fails to pay, without abatement or reduction, in accordance with
17 Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an
18 employee who is discharged or who quits, the wages of the employee shall continue as a
19 penalty from the due date thereof at the same rate until paid or until an action therefor is
20 commenced; but the wages shall not continue for more than 30 days. An employee who
21 secretes or absents themselves to avoid payment to them, or who refuses to receive the
22 payment when fully tendered to them, including any penalty then accrued under this
23 section, is not entitled to any benefit under this section for the time during which the
24 employee so avoids payment.

25 Code § 203(a). By failing to pay Plaintiffs and Class Members all wages when due at termination,
26 Plaintiffs and Class Members are entitled to continuing wages pursuant to section 203 of the Code.

27 59. At all times relevant herein, section 204 of the Code provided in part:

28 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned

1 by any person in any employment are due and payable twice during each calendar month,
2 on days designated in advance by the employer as the regular paydays. Labor performed
3 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
4 the 16th and the 26th day of the month during which the labor was performed, and labor
5 performed between the 16th and the last day, inclusive, of any calendar month, shall be
6 paid for between the 1st and 10th day of the following month.

7 Code § 204. The Defendants routinely violated Code section 204. E.g., Exhibits 5 and 6 (Bonner work
8 on November 14 and 15, 2021, uncompensated, at all, until on or after December 1, 2021); Exhibits 9
9 and 10 (Khandikian work on July 30, 2020, uncompensated, at all, until on or after August 18, 2020);
10 Exhibits 13 and 14 (Khandikian work on October 30, 2019, uncompensated, at all, until on or after
11 November 13, 2019); Exhibits 20 and 21 (Connor work on November 15, 2021, uncompensated, at all,
12 until on or after December 2, 2021).

13 60. Plaintiffs have not been paid accrued premium wages owing for the non-provision of
14 compliant meal periods and rest breaks, as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th
15 93, 106-07, 111 (2022), and reiterated in Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056,
16 1068 (May 6, 2024)(“section 203 and section 226 claims can be brought based on unpaid and unreported
17 missed-break premium pay.”).

18 61. In no event should Plaintiffs or Class Members have been paid later than the time periods
19 established by sections 201.3, 201.5 and/or 204 of the Code, but certain payments to Plaintiffs were
20 made after they were due, all leading to penalties under sections 203 of the Code and liquidated damages
21 under the FLSA.

22 62. At all times relevant herein, section 210 of the Code provided:

23 In addition to, and entirely independent and apart from, any other penalty provided in this
24 article, every person who fails to pay the wages of each employee as provided in Sections
25 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
26 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
27 each employee; (b) For each subsequent violation, or any willful or intentional violation,
28

1 two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
2 amount unlawfully withheld.

3 Code § 210. Further, the Defendants' policy has been to devote insufficient resources to the payroll
4 accounting function, with the inevitable result that employees are routinely paid in tardy fashion, in
5 violation of sections 201.3, 201.5, 203 and/or 204 of the Code, and otherwise in violation of the FLSA.

6 63. Code sections 226.7, 512 and Sections 4 and 12 of the Wage Order require an employer
7 to pay an additional hour of compensation for each meal period the employer fails to provide in fulsome
8 and timely fashion. For example, with respect to Wage Order 12, Section 12 requires that "No employer
9 shall employ any person for a work period of more than six (6) hours without a meal period of not less
10 than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be
11 called not later than six (6) hours after the termination of the preceding meal period." Defendants failed
12 to maintain a policy informing all Class Members of these rights or, further, of the requirements in both
13 Wage Orders 4 and 12 that "[e]very employer shall keep accurate information with respect to each
14 employee including . . . Time records showing when the employee begins and ends each work period.
15 Meal periods . . . shall also be recorded." See Wage Order 4 at Section 7(A)(3).

16 64. Defendants implemented a timekeeping system that does not permit employees to track
17 and record their actual hours worked insofar as all are required to report meal breaks of exactly thirty
18 minutes, instead rounding virtually all meals to artificial thirty or sixty minute periods. For example,
19 Exhibits 5 and 20 each reflect multiple meal periods of exactly thirty minutes. This policy and practice
20 has the routine and recurrent impact of artificially insulating the employer from incurring additional
21 expense on account of occasions when grace is called, tardy, missed, interrupted and/or short meal
22 periods and depriving compensation for all hours worked. Further, certain Class Members are logged on
23 the clock only at artificially created "call times" which do not reflect when the work day commenced, as
24 the workers are under the control of the Defendants prior to their call times, being instructed with
25 respect to how and where to park, often directed to parking lots rented by Defendants and then taken
26 from those lots to the set on Defendants shuttles, shuttles on which only the drivers are compensated.

27 65. Here, Defendants failed to apprise all Class Members of their rights associated with meal
28 periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1)

1 requiring all Class Members to take late meal breaks that occurred after the first 6 hours of each shift;
2 (2) requiring Class Members to work shifts over 12 hours without providing a second meal period of 30
3 minutes in length; and (3) failing to pay such employees 1 hour of pay at the employees regular rate of
4 compensation for each workday in which a proper meal break was not provided. At all relevant times
5 mentioned herein, section 226.7 of the Code provided:

6 (a) As used in this section, “recovery period” means a cooldown period afforded an
7 employee to prevent heat illness.

8 (b) An employer shall not require an employee to work during a meal or rest or recovery
9 period mandated pursuant to an applicable statute, or applicable regulation, standard, or
10 order of the Industrial Welfare Commission, the Occupational Safety and Health
11 Standards Board, or the Division of Occupational Safety and Health.

12 (c) If an employer fails to provide an employee a meal or rest or recovery period in
13 accordance with a state law, including, but not limited to, an applicable statute or
14 applicable regulation, standard, or order of the Industrial Welfare Commission, the
15 Occupational Safety and Health Standards Board, or the Division of Occupational Safety
16 and Health, the employer shall pay the employee one additional hour of pay at the
17 employee's regular rate of compensation for each workday that the meal or rest or
18 recovery period is not provided.

19 Code § 226.7.

20 66. At all relevant times mentioned herein, section 226 of the Code provided:

21 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
22 each of his or her employees, either as a detachable part of the check, draft, or voucher
23 paying the employee's wages, or separately when wages are paid by personal check or
24 cash, an itemized statement in writing showing (1) gross wages earned, (2) total hours
25 worked by the employee, except for any employee whose compensation is solely based
26 on a salary and who is exempt from payment of overtime under subdivision (a) of Section
27 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
28 piece rate units earned and any applicable piece rate if the employee is paid on a piece-

1 rate basis, (4) all deductions, provided, that all deductions made on written orders of the
2 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
3 inclusive dates of the period for which the employee is paid, (7) the name of the
4 employee and his or her social security number, except that by January 1, 2008, only the
5 last four digits of his or her social security number or an employee identification number
6 other than a social security number may be shown on the itemized statement, (8) the
7 name and address of the legal entity that is the employer, and (9) all applicable hourly
8 rates in effect during the pay period and the corresponding number of hours worked at
9 each hourly rate by the employee. The deductions made from payments of wages shall
10 be recorded in ink or other indelible form, properly dated, showing the month, day, and
11 year, and a copy of the statement or a record of the deductions shall be kept on file by the
12 employer for at least three years at the place of employment or at a central location within
13 the State of California.

14

15 (e) An employee suffering injury as a result of a knowing and intentional failure by an
16 employer to comply with subdivision (a) is entitled to recover the greater of all actual
17 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
18 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
19 not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an
20 award of costs and reasonable attorney's fees.

21

22 (g) An employee may also bring an action for injunctive relief to ensure compliance with
23 this section, and is entitled to an award of costs and reasonable attorney's fees.

24 Code § 226. Defendants employed Plaintiffs and Class Members, but, in all cases, Defendants failed to
25 provide them with the data required by section 226(a) of the Code. Defendants did not provide a wage
26 statement which identifies the legal name and address of the employer, instead identifying "New CAPS,
27 LLC" as the "Payroll Employer" and Epoch as the "Controlling Employer." E.g., Exs. 6, 10, 14, 17, 19,
28 and 21. Checks often failed to describe the inclusive dates of the pay period. E.g., 17 ("Pay Period

06/25/22 – 06/25/22"); Ex. 19.1 ("Pay Period 06/27/2021-06/27/2021"). Rather, Exhibits 17 and 19.1 showed days worked, rather than the required Pay Period, all of which prevents the worker from determining "from the wage statement alone" when their wages were due in violation of the plain statutory language. As required by Naranjo, no Plaintiff or Class Member was ever advised of this accrual of an additional hour of wages for each day worked, as no employee was ever provided a legally compliant ten minute rest break, all being required to respond to cell phones, walkie talkies and/or direct queries from the beginning of their workday until wray. All of the foregoing was intentional misconduct of Defendants that injured Plaintiffs and Class Members insofar as they were subjected to confusion and deprived of information to which they were legally entitled.

67. At all relevant times mentioned herein, section 1194 of the Code provided:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Code § 1194. Cose §1194.2 provides for liquidated damages when wages are tardy, as was the routine case for those paid by these Defendants.

68. At all relevant times mentioned herein, section 2802 of the Code provided in part:

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or duties

(b) All awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing rights granted by this section.

1 Code § 2802. Defendants failed to reimburse Plaintiffs and Class Members for necessary business
2 expenses incurred in the performance of their duties, such as for the use of a personal cell phone and/or
3 computer equipment as well as for other motion picture equipment and supplies. Cell phones or
4 computers are required for onboarding; preparation of time cards; and other, routine, on-the-job
5 communication with other members of the crew.

6 69. At all relevant times mentioned herein, section 558 of the Code provided:

7 Any employer or other person acting on behalf of an employer who violates, or causes to be
8 violated, a section of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
10 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover underpaid
12 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
15 to the affected employee.

16 Code § 558. Defendants are the employers or other persons acting on behalf of an employer who
17 violated or caused to be violated the relevant sections of the Code referenced herein.

18 70. At all relevant times mentioned herein, section 558.1 of the Code provided:

19 (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be
20 violated, any provision regulating minimum wages or hours and days of work in any order of the
21 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
22 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

23 (b) For purposes of this section, the term “other person acting on behalf of an employer” is
24 limited to a natural person who is an owner, director, officer, or managing agent of the employer,
25 and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of
26 the Civil Code.

27 (c) Nothing in this section shall be construed to limit the definition of employer under existing
28 law.

Code § 558.1. Upon information and belief, Defendants were joint employers or other persons acting on behalf of an employer who violated or caused to be violated the relevant sections of the Code referenced herein. Defendants directly and/or indirectly controlled the Class Members' wages, working conditions and hours and were responsible for the policies or lack of policies that caused the Code violations. Defendants' personnel and/or representatives were on the set of the Productions and actively participated in the Productions, and/or had the authority to do so.

71. At all relevant times mentioned herein, section 2810.3 of the Code provided:

(a) As used in this section:

(1) (A) "Client employer" means a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.

...

(2) "Labor" has the same meaning provided by Section 200.

(3) "Labor contractor" means an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business.

...

(4) "Wages" has the same meaning provided by Section 200 and all sums payable to an employee or the state based upon any failure to pay wages, as provided by law.

(5) "Worker" does not include an employee who is exempt from the payment of an overtime rate of compensation for executive, administrative, and professional employees pursuant to wage orders by the Industrial Welfare Commission described in Section 515.

(6) "Usual course of business" means the regular and customary work of a business, performed within or upon the premises or worksite of the client employer.

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers' compensation coverage as required by Section 3700.

1 (c) A client employer shall not shift to the labor contractor any legal duties or liabilities
2 under Division 5 (commencing with Section 6300) with respect to workers supplied by
3 the labor contractor.

4 (d) At least 30 days prior to filing a civil action against a client employer for violations
5 covered by this section, a worker or his or her representative shall notify the client
6 employer of violations under subdivision (b).

7 (e) Neither the client employer nor the labor contractor may take any adverse action
8 against any worker for providing notification of violations or filing a claim or civil
9 action.

10 (f) The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental
11 of, any other theories of liability or requirement established by statute or common law.

12 . . .

13 Code § 2810.3.

14 **CLASS-ACTION ALLEGATIONS**

15 72. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a
16 class action pursuant to Rule 23 of the Federal Rules of Civil Procedure (“FRCP”). Plaintiffs seek to
17 represent a “Class” composed of and defined as follows:

18 All persons paid wages by Epoch through its payroll company or directly (whether
19 exempt or non-exempt, whether paid directly to such persons or through a loan-out) for
20 services provided for Defendant Epoch in the filming of Epoch’s Projects in California
21 from September 19, 2019 to December 28, 2024. (such persons are referred to as “Class
22 Members,” and such period is referred to hereafter as the “Class Period”).²

23 Plaintiffs, upon completion of class discovery and the Belaire process, will file a certification motion
24 which may include subclasses to reflect possibly differing statutes of limitation, among other matters.

25
26
27 ² For the avoidance of doubt, Epoch’s regular staff employees in California who were never engaged
28 by Epoch to perform physical production services temporarily in connecton with one or more of Epoch’s
projects are not included in the Class.

1 73. This action has been brought and may be properly maintained as a class action under
2 FRCP Rule 23 because there is a well-defined community of interest in the litigation and the proposed
3 Classes are easily ascertainable.

4 74. Defendants, as to Plaintiffs and Class Members, also failed to accurately provide the data
5 required by section 226(a) of the Code and, accordingly, Defendants' failure to provide such data
6 entitles Plaintiffs and each Class Member to either actual damages or statutory liquidated damages,
7 whichever is greater.

8 75. Defendants, as to Plaintiffs and Class Members, failed to timely compensate the workers
9 as required by sections 201.3, 201.5, 203 and/or 204 of the Code and, accordingly, Defendants' failure
10 to make timely payment entitles Plaintiffs and each impacted Class Member to statutory damages.

11 76. Defendants, as to Plaintiffs and Class Members, failed to provide meal and rest breaks as
12 required by sections 226.7, 512 of the Code and Wage Order 12, and, accordingly, Defendants' failure
13 to provide meal and rest breaks entitles Plaintiffs and Class Members to either actual damages or
14 statutory damages, whichever is greater, as well as continuing wages for which provision is made by
15 Naranjo.

16 **A. Numerosity**

17 77. The potential members of each Class as defined are so numerous that joinder of all the
18 members of the Class is impracticable. While the precise number of Class Members has not been
19 determined at this time, Plaintiffs are informed and believes that Defendants employed during the
20 relevant time periods at least one thousand workers in the State of California. The number of Class
21 Members is great, but not so great as to make the class unmanageable. It therefore is impractical to join
22 each Class Member as a named plaintiff. Accordingly, utilization of a class action is the most
23 economically feasible means of determining the merits of this litigation.

24 78. Despite the size of each proposed Class, the Class Members are readily ascertainable
25 through an examination of the records that Defendants are required by law to keep. Likewise, the dollar
26 amount owed to each Class Member is readily ascertainable by an examination of those same records.

1 **B. Commonality**

2 79. There are questions of law and fact common to each Class that predominate over any
3 questions affecting only individual Class Members. These common questions of law and fact include,
4 without limitation:

5 a. Whether Defendants failed to pay all wages in a timely fashion upon the discharge of
6 Class Members, all in violation of sections 201.3, 201.5, 203 and/or 204 of the Code.

7 b. Whether Defendants failed to pay all wages during employment, all in violation of
8 sections 204 and 210 of the Code.

9 c. Whether Defendants' failure to provide accurate itemized wage statements to Class
10 Members violates section 226.

11 d. Whether Defendants failed to provide meal breaks to Class Members.

12 e. Whether Defendants failed to provide rest breaks to Class Members.

13 f. Whether Defendants failed to pay proper minimum wages to Class Members under Code
14 sections 1194 and 1194.2.

15 g. Whether Defendants failed to reimburse necessary business expenses to Class Members
16 under Code sections 2802.

17 h. Whether Class Members are entitled to restitution due to Defendants' unfair or unlawful
18 business practices under Cal. Bus & Prof. Code sections 17200 *et seq.*

19 **C. Typicality**

20 80. There is a well-defined community of interest in the questions of law and fact common to
21 the Class Members.

22 81. The claims of the named Plaintiffs are typical of the claims of the Class, which claims all
23 arise from the same general operative facts, namely, Defendants did not compensate its employees as
24 required by the Code and applicable Wage Order. Plaintiffs and all members of the Class sustained
25 injuries and damages arising out of and caused by the Defendants' common course of conduct in
26 violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.
27 Plaintiffs have no conflict of interest with the other Class Members and are able to represent the Class
28 Members' interests fairly and adequately.

1 **D. Adequacy of Representation**

2 82. Plaintiffs will fairly and adequately represent and protect the interests of the members of
3 the Class. Counsel who represent Plaintiffs are competent and experienced in litigation large
4 employment class actions. Neither Plaintiffs nor Plaintiffs' counsel have any conflict with the Class.

5 **E. Superiority of Class Action**

6 83. A class action is superior to other available means for the fair and efficient adjudication
7 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and
8 fact common to the Class predominate over any questions affecting only individual members of the
9 Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants'
10 illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages, failing to
11 provide Class Members rest and meal periods without legal compensation. Class action treatment will
12 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
13 economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are
14 likely to be construed in the management of this action that would preclude its maintenance as a class
15 action. The disposition of all claims of the members of the Class in a class action, rather than in
16 individual actions, benefits the parties and the Court. The interest of the Class Members in controlling
17 the prosecution of separate claims against Defendants is small when compared with the efficiency of a
18 class action.

19 **FLSA COLLECTIVE-ACTION ALLEGATIONS**

20 84. In this collective action, Plaintiffs seek to represent all individuals employed
21 by Defendants who, at any time during the three years preceding the filing of this
22 Complaint, up to the time of the filing of a motion for certification of a collective action, were or have
23 been paid wages on account of services provided for Defendants (the "Collective Action Members").
24 Attached hereto as Exhibits 1 through 4 are true and correct copies of the FLSA consent forms for
25 Plaintiffs.

26 85. Plaintiffs are similarly situated with the Collective Action Members in that:
27 (a) Plaintiffs and the Collective Action Members were employed by Defendants; (b) Plaintiffs and the
28 Collective Action Members were not paid their minimum or overtime wages for all hours worked; (c)

1 Defendants knowingly and willfully violated provisions of the FLSA by not paying Plaintiffs and the
2 Collective Action Members their wages in timely fashion; (d) As a result of the practice of Defendants
3 of withholding compensation for all hours worked, Plaintiffs and the Collective Action Members have
4 been similarly damaged in that they have not received timely payment in full of their earned wages, for
5 unpaid work and otherwise.

6 86. This action is maintainable as an “opt-in” collective action pursuant to 29
7 U.S.C. § 216(b) as to claims for liquidated damages, costs and attorneys’ fees under the FLSA.
8 Defendants, as to Plaintiffs and Collective Action Members, failed to comply with the FLSA, and,
9 accordingly, Defendants’ failure to make timely payment entitles Plaintiffs and each Collective Action
10 Member to statutory damages and/or liquidated damages. Biggs v. Wilson.

11 **FIRST CAUSE OF ACTION**

12 (Continuing Wages, Code § 201.3, 201.5, 203, 204

13 On Behalf of Plaintiffs and the Class Against All Defendants)

14 87. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
15 Complaint as though fully set forth herein.

16 88. Defendants employed Plaintiffs as crew members. Plaintiffs were not paid all wages
17 accrued upon separation from employment and not paid all wages accrued once their Production ended.

18 89. Plaintiffs, and Class Members consistently worked more than 6-hour and/or 12-hour
19 shifts. However, they were required to keep their walkie talkies, radios and/or cell phones on their
20 persons, turned on and audible at all times, including during their rest periods and meal breaks and/or
21 they were precluded from leaving the set and its immediate environs during their breaks, all due to the
22 requirements of the Filmmakers Code of Professional Responsibility, industry practice and Defendants’
23 policies and practices. See, e.g., Exhibits 24-27. Accordingly, they were denied their breaks and are
24 entitled to an additional thirty minutes of wages for each faux meal break and rest break, funds which
25 remain unpaid.

26 90. Defendants’ failure to compensate Plaintiffs and Class Members within the time for
27 which provision is made by section 201.3, 201.5, and/or 204 of the Code, despite their knowledge of
28 their obligation to do so, was and is “willful” as the word is used in section 203.

91. Pursuant to section 203 of the Code, Plaintiffs and Code Class Members are entitled to continuing wages from Defendants in an amount according to proof, and Plaintiffs are entitled to penalties of at least \$5,000 each. Plaintiffs and Class Members are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the Code.

SECOND CAUSE OF ACTION

(Failure to Provide Compliant Pay Stubs, Code § 226(a))

On Behalf of Plaintiffs and the Class Against Defendants)

92. Plaintiffs incorporate by reference each and every allegation set forth in this Complaint as though fully set forth herein.

93. Defendants failed to provide Plaintiffs and Class Members with wage statements conforming to the requirements of section 226(a) of the Code. For a majority of the workers, the wage statements fail to provide a statement of all gross and net wages, or all deductions, as the information concerning payments to union health and pension plans is not presented and Defendants fail to report accrued and unpaid premium wages as required by Naranjo.

94. The foregoing was intentional misconduct of Defendants that injured Plaintiffs and Class Members insofar as they were deprived of information to which they were legally entitled, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee the name and address of the legal entity that is the employer, inclusive dates of the weekly period for which the employee is paid, and all applicable rates of pay. Further, with respect to guild and union workers, the wage statements fail to provide information regarding all gross or net wages or all deductions as the wage statements as the wage statements fail to reflect wages earned in connection with funds accrued for payment to pension and health funds or that these amounts are deducted from wage payments.

95. The failure of Defendants to provide compliant wage statements violates section 226(a) of the Code. The failure caused them injury by depriving them of information to which they are legally entitled. Accordingly, Plaintiffs and Class Members are entitled to damages in an amount according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section 226(e),

all in a sum according to proof. Plaintiffs are entitled to an amount according to proof of at least \$50, not including interest thereon, reasonable attorneys' fees and cost of suit

THIRD CAUSE OF ACTION

(Failure to Provide Meal Breaks, Code §§ 226.7 and 512 and IWC Wage Order 4 and 12

On Behalf of Plaintiffs and the Class Against Defendants)

96. Plaintiffs incorporate by reference each and every allegation set forth in this Complaint as though fully set forth herein.

97. At all times herein relevant, sections 226.7 and 512 of the Code and IWC Wage Order 12 provided that those employees must receive meal periods of not less than thirty minutes if an employee works for a period of more than six hours and a second thirty-minute meal period after no less than six hours after the termination of the preceding meal period. At the same time, Wage Order 12 required the provision of meals within the initial five hours. To the extent this Court determines that Wage Order 4 rather than Wage Order 12 should apply, none of the Class Members appear to have ever been provided a premium wage on account of a failure to provide timely meal breaks. By its failure to provide minimum statutory meal periods to Plaintiff and Class Members, Defendants willfully violated the provisions of Code sections 226.7 and 512, and IWC Wage Order 12.

98. Defendants failed to apprise Plaintiffs and Class Members of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1) requiring all workers to take late meal breaks that occurred after the first 6 hours of each shift; (2) required Class Members to work shifts over 12 hours without providing a second meal period of 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employees regular rate of compensation for each workday in which a proper meal break was not provided. Plaintiffs and Class Members were not permitted to leave the set of the Productions for meal periods. See, e.g., Exhibits 24-27.

99. Because Defendants failed to properly provide the proper meal periods, they are liable to Plaintiffs for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided.

1 100. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
2 deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, in an amount of not less than \$50,000, plus interest thereon, and costs.

4 **FOURTH CAUSE OF ACTION**

5 (Failure to Provide Rest Breaks, Code § 226.7 and IWC Wage Orders)

6 On Behalf of Plaintiffs and the Class Against Defendants)

7 101. Plaintiffs incorporate by reference each and every allegation set forth in this Complaint as
8 though fully set forth herein.

9 102. At all times herein relevant, sections 226.7 of the Code and IWC Wage Orders 4 and 12
10 provided that employees must receive rest periods of at the rate of ten (10) minutes net rest time per four
11 (4) hours or major fraction thereof.

12 103. By their failure to provide required breaks to Plaintiffs and Class Members, Defendants
13 willfully violated the provisions of Code sections 226.7 and IWC Wage Order 4 and/or 12.

14 104. Plaintiffs and Class Members were not permitted to leave the set of the Production for
15 any purported rest periods. They were required to be available via radio or personal cell phone at all
16 times, yes were not reimbursed for the expense of owning and maintaining a personal cell phone.

17 105. Because Defendants failed to properly provide the proper rest breaks, they are liable to
18 each Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for
19 each workday that the proper rest breaks were not provided, pursuant to Code section 226.7 and IWC
20 Wage Order 4 and/or 12.

21 106. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
22 deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are
23 entitled to recovery of such amounts, plus interest thereon, fees, and costs.

24 **FIFTH CAUSE OF ACTION**

25 (Liquidated Damages for Unpaid Minimum Wages,

26 Code §§ 1194, 1194.2 and 1198

27 On Behalf of Plaintiffs and the Class Against All Defendants)

107. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

108. Plaintiffs and the Class Members worked many hours for Defendants, without compensation for work performed, as required by law. Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. Defendants routinely would dock worker wages by either exactly 30 or 60 minutes for each lunch, thereby not paying any wages for faux meal periods and, in the event this Court determines such deductions permitted, Defendants did engage in illegal rounding of time related to required meal periods, thereby not paying for all hours worked.

109. Plaintiffs and Class Members are entitled to recover damages and/or liquidated damages under sections 1194 and 1194.2 of the Code in an amount according to proof. Plaintiffs and Class Members are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

SIXTH CAUSE OF ACTION

(Failure to Reimburse Necessary Expenses, Code §2802)

On Behalf of Plaintiffs and the Class Against All Defendants)

110. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

111. In discharge of their duties, Defendants required Plaintiffs and Class Members to make purchases and/or rent equipment for their work on the set of a motion picture production. Plaintiffs and Class Members were required to use their personal cellphones and/or computers but were not reimbursed for such use, all despite the fact that motion picture producers such as Disney, Warner Bros., Netflix and others—in doubtless response to recent litigation similar to this case--have instituted new policies, paying workers three dollars as compensation for their expenses in maintaining cell personal cell phones for use when working for Defendants.

112. Pursuant to section 2802 of the Code, Plaintiffs and Class Members are entitled to reimbursement of their out-of-pocket expenses from Defendants and damages in addition to interest thereon, attorney's fees and costs. Pursuant to section 2802 of the Code, subdivision (a), "[a]n employer

1 shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
2 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of
3 the employer . . .” The purpose of this statute is “to prevent employers from passing their operating
4 expenses on to their employees.” Gattuso v. Harte-Hanks Shoppers, Inc., 42 Cal.4th 554, 562 (2007)
5 (Gattuso) [quoting legislative history from the 2000 amendment to the statute].)

6 113. “[R]eimbursement [of expenses to the employees] is always required. Otherwise, the
7 employer would receive a windfall because it would be passing its operating expenses on to the
8 employee. Thus, to be in compliance with section 2802, the employer must pay some reasonable
9 percentage of the employee's cell phone bill.” Cochran v. Schwan's Home Service, Inc., 228 Cal. App.
10 4th 1137, 1143-1144 (2014).

11 **SEVENTH CAUSE OF ACTION**

12 (Failure to Provide Employment Records Upon Request Code § 226(b)

13 On Behalf of Plaintiffs Connor, Khandikian, and Bonner Against All Defendants)

14 114. Plaintiffs Connor, Khandikian, and Bonner reallege and incorporate herein by reference
15 the allegations contained in this Complaint as though fully set forth herein.

16 115. Pursuant to Code section 226(b), an employer shall afford current and former employees
17 the right to inspect or copy the records pertaining to that current or former employee, upon reasonable
18 request to the employer.

19 116. Prior to filing this suit, Plaintiffs Connor, Khandikian, and Bonner requested that
20 Defendants permit inspection or copying of their employment records pursuant to Code section 226(b).
21 See, Exhibits 7, 11, and 22. Defendants failed to provide Plaintiffs all of their employment records
22 within 21 days of the requests, for example truncating the Wage Theft reports; W-4 forms; and I-9
23 records which were produced, making such documents arguably inadmissible in evidence in this case.
24 Further, while producing some email correspondence with Plaintiffs Connor, Khandikian, and Bonner,
25 all such email, text and other communications were not produced.

26 117. Pursuant to Code Section 226(b) and (f), Plaintiffs are entitled, and hereby seek to
27 recover from Defendants, a seven-hundred-fifty-dollar (\$750) penalty each, reasonable attorney's fees,
28 and the costs of bringing this cause of action.

1 **EIGHTH CAUSE OF ACTION**

2 (Failure to Provide Employment Records Upon Request Code § 1198.5

3 On Behalf of Plaintiffs Connor, Khandikian, and Bonner Against All Defendants)

4 118. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
5 Complaint as though fully set forth herein.

6 119. Pursuant to Code section 1198.5, an employer shall make the contents of an employee's
7 personnel records available for inspection.

8 120. Prior to filing this case, Plaintiffs Connor, Khandikian, and Bonner requested that
9 Defendants permit inspection or copying of their personnel records pursuant to Code section 1198.5.
10 Defendants have failed to provide Plaintiffs Connor, Khandikian, and Bonner with an opportunity to
11 inspect or copy all responsive employment records within 30 days of the requests.

12 121. Pursuant to Code Section 1198.5(k), Plaintiffs are entitled, and hereby seek to recover
13 from Defendants a seven-hundred-fifty-dollar (\$750) penalty each, reasonable attorney's fees, and the
14 costs of bringing this cause of action.

15 **NINTH CAUSE OF ACTION**

16 (Unfair Business Practices Business and Professions Code section 17200 *et seq.*

17 On Behalf of Plaintiffs and the Class Against Defendants)

18 122. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
19 Complaint as though fully set forth herein.

20 123. Business and Professions Code section 17200 *et seq.* prohibits acts of unfair competition,
21 including any "unlawful, unfair, or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200
22 *et seq.* Plaintiffs allege that Defendants engaged in unfair business practices in California by the above-
23 described violations of the Code, including failure to timely pay all wages due including, for example,
24 overtime wages accrued when workers toil for ten hours, but have their workday artificially reduced be
25 either exactly thirty or exactly sixty minutes.

26 124. Defendants' violation of California wage and hour laws as herein articulated constitutes a
27 business practice because Defendants' aforementioned acts and omissions were done repeatedly over a
28 significant period of time, and in a systematic manner, to the detriment of Plaintiffs.

125. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiffs and the Class Members and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiffs and the 17200 Members.

126. The actions of Defendants entitle Plaintiffs to seek the remedies available under section 17200 *et seq.* Plaintiffs seek full restitution of said amounts from Defendants, as necessary and according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the general public, further seeks attorney’s fees and costs pursuant to sections 218.5 of the Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as necessary.

TENTH CAUSE OF ACTION

(Failure to Pay Minimum Wage and/or Overtime, Fair Labor Standards Act, 29 U.S.C. § 216(b) on behalf of Plaintiffs and Collective Action Members Against Defendants)

127. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

128. Defendants intentionally and improperly failed to pay Plaintiffs and Collective Action Members compensation to which they are entitled. For example, the FLSA provides, in relevant part, that covered employees shall be paid a minimum wage of at least \$7.25 per hour. 29 U.S.C. § 206.

129. In addition, Plaintiffs were not timely paid accrued overtime or premium wages owing on account of Defendants' failure to provide proper ten minute rest breaks and artificial reduction of each day of work by exactly thirty or exactly sixty minutes, all in connection with the provision of faux meal breaks. Finally, wages were routinely late, in violation of Biggs v. Wilson.

130. Accordingly, Plaintiffs and Collective Action Members request payment of minimum wage and/or overtime according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C. § 216(b).

ELEVENTH CAUSE OF ACTION

(Breach of Contract of Employment on behalf of Plaintiffs and Class Members Against Defendants)

131. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

132. In this matter, unlike many other motion pictures, there was no explicit written contract of employment between Plaintiffs and Class Members on the one hand, and Defendants on the other.

133. "A cause of action for breach of implied contract has the same elements as does a cause of action for breach of contract, except that the promise is not expressed in words but is implied from the promisor's conduct." Yari v. Producers Guild of Am, Inc., 161 Cal. App. 4th 172, 182 (2008).

134. The elements of a cause of action for breach of contract are: "(1) the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to plaintiff." Coles v. Glaser, 2 Cal. App. 5th 384, 391 (2016).

135. Every implied contract for employment incorporates by implication the requirements of the FLSA and the California Labor Code.

136. The impied employment contracts between Plaintiffs and the Class Members, on the one hand, and Defendants on the other, include the matters to which reference is made herein and are evidenced by various documents concerning the Parties. For example, with respect to Plaintiff Bonner and the hereinabove referenced H&R Block television commercial, the terms of the implied employment contract which he had with Defendants include Exhibits 5-8 and 31, Exhibit 31 consisting of his November 29, 2021 W-4 form and his November 29, 2021 I-9 form, two pages of which are attached hereto, the final page of the document not presently available as the Defendants have not produced same to his counsel, despite the requests as articulated in Exhibit 7. Similarly, while the defense has produced some Wage Theft forms issued to Plaintiffs, in no case was the entire document provided.

137. With respect to Plaintiff Khandikian and the hereinabove referenced Wealthsimple #92378 television commercial, the terms of the implied employment contract which he had with Defendants include Exhibits 9, 10, 12 and 32, Exhibit 32 consisting of portions of his October 30, 2019, W-4 form and his October 30, 2019, I-9 form, the complete documents not presently available as the Defendants did not produce the same to his counsel, despite the requests as articulated in Exhibit 11.

1 With respect to Khandikian's other two incidents of employment with Defendants, the terms of the
2 implied employment contract which he had with Defendants include the information on the other relevant
3 Exhibits (Nos. 13-18), as well as the related I-9 and W-4 forms.

4 138. With respect to Khandikian's other two incidents of employment with Defendants, the
5 terms of the implied employment contract which he had with Defendants include the information on the
6 other relevant Exhibits (Nos. 13-18), as well as the related I-9 and W-4 forms.

7 139. With respect to Plaintiff Mechelin's work for Defendants, the terms of the three implied
8 employment contracts here at issue which he had with Defendants include Exhibits 19.1, 19.2, and 19.2,
9 as well as the relevant time cards and California Wage Theft Prevention Act Notices issued to him, along
10 with the I-9 and W4 forms, copies of which have recently been requested from the defense, but have not
11 yet been produced.

12 140. With respect to Connor's incident of employment with Defendants, the terms of the
13 implied employment contract which he had with Defendants include the information on on Exhibits 20,
14 21 and 23, as well as the related I-9 and W-4 forms.

15 141. Plaintiffs and Class Members diligently worked for Defendants and fulfilled their
16 obligations under their contracts of employment. Defendants breached their implied contracts of
17 employment with Plaintiffs and Class Members when they: (1) failed to provide Notice of the Plaintiffs'
18 and Class Members' right to additional wages on account of the alleged failure to pay premium wages for
19 rest breaks and/or meal periods, much less pay such wages; (2) failed to compensate Plaintiffs and Class
20 Members for their use of personal cell phones and/or computer equipment; (3) failed to timely pay for all
21 hours worked, never paying premium wages for rest breaks, routinely reusing illegal rounding and
22 improperly conceived de minimus claims, deducting exactly thirty or exactly sixty minutes from faux
23 days of work, often paying wages more than a week after the promised and legally required "next week"
24 – instead paying many days late, often beyond even the extended times permitted by Section 204 of the
25 Code in the event this Court determines that provision applies.

1 **TWELFTH CAUSE OF ACTION**

2 (California Labor Code § 2698 et seq. Civil Penalties on behalf of Plaintiff Martinez and Aggrieved
3 Employees against Defendants)

4 142. Plaintiffs replead, reallege, and incorporate by reference each and every
5 allegation set forth in the Complaint.

6 143. Pursuant to section 2699.3(a)(1) of the Labor Code, on October 7, 2025, Plaintiff
7 submitted his PAGA Claim Notice online to the LWDA and notified the LWDA of the specific
8 provisions of the Labor Code alleged to have been violated by Defendants, including the theories set
9 forth in this Complaint. Also on October 7, 2025, Plaintiff gave written notice by certified mail to
10 Defendants.

11 144. At all relevant times, California Labor Code section 2699.3(a)(2)(A) provided:

12 The agency shall notify the employer and the aggrieved employee or representative by
13 certified mail that it does not intend to investigate the alleged violation within 60 calendar
14 days of the postmark date of the notice received pursuant to Paragraph (1). Upon receipt
15 of that notice or if no notice is provided within 65 calendar days of the postmark date of
16 the notice given pursuant to Paragraph (1), the aggrieved employee may commence a
17 civil action pursuant to Section 2699.

18 Cal. Lab. Code § 2699.3(a)(2)(A). After sixty-five (65) calendar days from the October 7, 2025,
19 postmark date of the notice sent by Plaintiff, Plaintiff may “commence a civil action pursuant to Section
20 2699.” Cal. Lab. Code § 2699.3(a)(2)(A). More than sixty-five calendar days have passed since
21 Plaintiff gave written notice of the PAGA violations to the LWDA and Defendants.

22 145. Plaintiff Martinez seeks to recover the PAGA civil penalties through a representative
23 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
24 (2009). Therefore, class certification of the PAGA claims is not required.

25 146. Plaintiff seeks to bring a representative action on behalf of themselves and the State of
26 California as well as on behalf of a group of Aggrieved Employees defined as: all persons paid wages by
27 Epoch through its payroll company or directly (whether exempt or non-exempt, whether paid directly to
28 such persons or through a loan-out) for services provided for Epoch in the filming of Epoch’s projects in
California from and between October 7, 2024, to and including December 28, 2024 (“Aggrieved
Employees”). For the avoidance of doubt, Epoch’s regular staff employees in California who were never

engaged by Epoch to perform physical production services temporarily in connection with one or more of Epoch's projects are not included in the definition of Aggrieved Employees or the Class.

147. Plaintiff alleges that Defendants violated PAGA in the following ways as described in this Complaint: Plaintiff and other crew members worked for Defendants but were paid late as not all accrued wages were timely paid including unpaid minimum wage, overtime, and premium wages. Defendants required aggrieved employees to perform work off-the-clock before their scheduled start time, after their stop time, and/or during meal breaks, as well as to perform work during rest breaks, and as a result, Defendants failed to properly compensate aggrieved employees for all time worked. Plaintiff and aggrieved employees were required to work during meal and rest breaks and were not compensated for non-compliant meal and rest periods including, short, late, interrupted and missed meal and rest periods. Defendants failed to provide compliant wage statements with all gross and net wages, or all deductions, as the information concerning payments to union health and pension plans is not presented and Defendants failed to report accrued and unpaid premium wages.

148. In light of the above, Plaintiff alleges that Defendants violated the above-cited requirements and provisions of the California Labor Code, the Business and Professions Code, and Wage Orders 4, 7, and/or 12. Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699(f)(2).

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That the Court certify a Class Action.
2. That the Court certify the Collective Action described in this Complaint.
3. That, under the First Cause of Action, it be adjudged that the failure of Defendants to make payment of Plaintiffs' and Class Members' wages was in violation of sections 201.3, 201.5, 203 and/or 204 of the Code, and was "willful" as that word is used in section 203 of the Code, and that the Court enter judgment against Defendants in favor of Plaintiff and Class Members. That judgment be entered in favor of Plaintiffs, of not less than \$30,000 each, and Class Members in an amount prescribed by section 203 of the Code, and costs and reasonable attorneys' fees in accordance with the provisions of Code section 218.5.

1 4. That, under the Second Cause of Action, this Court enter judgment in favor of Plaintiffs,
2 of at least \$50 each, not including interest thereon, reasonable attorneys' fees and cost of suit, and enter
3 judgment in favor of the Class Members against Defendants in the amount of damages, interest, and
4 costs, according to proof, not less than \$10,000 for the Class, and costs and reasonable attorneys' fees in
5 accordance with the provisions of Code section 226(e).

6 5. That, under the Third Cause of Action, this Court enter judgment in favor of Plaintiffs
7 and the Code Class Members and award them their damages, penalties, and costs of suit, all according to
8 proof, in an amount of not less than \$35,000, pursuant to section 218.5 and other relevant sections of the
9 17200.

10 6. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiffs
11 and the Class Members and award them their damages, penalties, and costs of suit, all according to
12 proof, pursuant to section 218.5 and other relevant sections of the Code.

13 7. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiffs and
14 the Class Members and award them their damages, penalties, liquidated damages, reasonable attorney's
15 fees and costs of suit, all according to proof, pursuant to section 218.5, 1194, 1194.2 and other relevant
16 sections of the Code.

17 8. That, with respect to the Sixth Cause of Action, this Court enter judgment in favor of
18 Plaintiffs and Class Members against all Defendants in an amount according to proof, interest thereon,
19 costs and reasonable attorney's fees in accordance Code section 2802(c).

20 9. That, with respect to the Seventh Cause of Action, this Court enter judgment in favor of
21 Plaintiffs Bonner, Khadikian and Connor against Defendants of \$750 each, reasonable attorney's fees,
22 and the costs of bringing this cause of action under Code Section 226(b) and (f).

23 10. That, with respect to the Eighth Cause of Action, this Court enter judgment in favor of
24 Plaintiffs Bonner, Khadikian and Connor against Defendants of \$750 each, reasonable attorney's fees,
25 and the costs of bringing this cause of action pursuant to Code Section 1198.5(k).

26 11. That, under the Ninth Cause of Action, it be adjudged that Defendants' violations of the
27 applicable Wage Order and above cited sections of the Code and violated section 17200 *et seq.* of the
28 California Business and Professions Code. Accordingly, Plaintiffs request that the Court order

1 Defendants to pay restitution with interest to each Plaintiff and the Class Members. Finally, Plaintiffs
2 request that the Court award Plaintiffs' reasonable attorneys' fees and costs, pursuant to section 218.5 of
3 the Code and section 1021.5 of the California Code of Civil Procedure.

4 12. That, under the Tenth Cause of Action, under the FLSA, Plaintiffs and Collective Action
5 Members be awarded their liquidated damages, and attorneys' fees and costs, according to proof in an
6 amount of not less than \$15,000.00, all pursuant to 29 U.S.C. § 216(b), against Defendants.

7 13. That, with respect to the Eleventh Cause of Action, this Court enter judgment in favor of
8 Plaintiffs against Defendants in amounts according to proof and the costs of bringing this cause of
9 action.

10 14. That, with respect to the Twelfth Cause of Action, this Court enter judgment in favor of
11 Plaintiff Martinez and the State of California and other former and current Aggrieved Employees, and
12 award them their civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant of the
13 cited sections of the Labor Code and the Wage Orders as heretofore articulated.

14 15. For such further relief as the Court may order, including attorney's fees, costs, and
15 interest pursuant to Code sections 218.5 and 218.6, and Code of Civil Procedure section 1021.5, in an
16 amount according to proof.

17
18 DATED: March 1, 2026

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs

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Exhibit 1

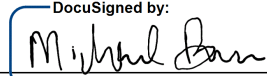
FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

12/1/2023

Date

Michael Bonner

Print Name


Signature

Exhibit 2

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

11/14/2022

Date

RAFFI KHANDIKIAN

Print Name

DocuSigned by:

RAFFI KHANDIKIAN

86B60C5AD1C146D...

Signature

Exhibit 3

FLSA CONSENT FORM

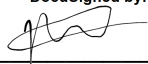
Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

11/18/2022

Date

Mark Mechelin

Print Name

DocuSigned by:


A1C3CF204FA047F...
Signature

Exhibit 4

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

10/27/2023

Date

James Connor

Print Name

DocuSigned by:



2272E9E7EE9F4D4...

Signature

Exhibit 4.1

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

6/29/2025

Date

Eddie Martinez

Print Name

DocuSigned by:


E5389700B4CD4DB...

Signature

Exhibit 5



2300 Empire Ave., 5th Floor
Burbank, CA 91504
(310) 280-0755
Check Inquiries: (818) 860-7756

7 Penn Plaza
370 Seventh Ave., 6th Floor
New York, NY 10001
(212) 925-1415
Check Inquiries: (818) 860-7756

CREW TIMECARD

Employer: CAPS, LLC, FEIN: 27-4217142

PRODUCTION CO. Epoch Media Group LLC				JOB NAME/NUMBER H & R Block #92432				UNION None		CONTRACT TYPE Min		OCCUPATION C. Mot. Assistant	
EMPLOYEE NAME Michael Bonner				M ☒ SOCIAL SECURITY NUMBER [REDACTED]				TELEPHONE [REDACTED]		EMAIL [REDACTED]			
LOAN OUT				FEDERAL I.D. NUMBER				RATE \$ PER 19.72		☒ HOUR ☐ DAY ☐ OTHER			

	DATE	LOCATION ZIP CODE	AICP	RATE	START	1st MEAL 2nd MEAL		END	ST	1.5X	2X	MP	COMMENTS	
SUN	11/14	Studio City											Covid-19 test	
MON	11/15	91030	894	19.72 hr.	3.0	9.0	9.5	18.0	8	1	2			
						15.5	16.0							
TUE	11/16	91330 91304	1	1	3.0	9.0	9.5	18.0	1	1	1			
						15.5	16.0							
WED	11/17	90028	1	1	3.0	9.0	9.5	18.0	1	1	2			
						15.5	16.0							
THU	11/18	90015	2	2	3.0	9.0	9.5	19.0	2	2	3			
						15.5	16.0							
FRI														
SAT														
YEAR 2021									TOTALS			32 16 9		GROSS
AICP #		BOX RENTAL	AICP #	MILEAGE NON-TAXABLE	MILEAGE TAXABLE		AICP #		ADVANCE		\$1459.28			
AICP #		CAR ALLOWANCE	AICP #	PER DIEM NON-TAXABLE	PER DIEM TAXABLE		AICP # 295		OTHER COVID 125		GROSS W/BOX RENTAL AND MILEAGE 1634.28			

EMPLOYEE SIGNATURE Michael Bonner

APPROVED [Signature]

Attention all CA employees: Effective 2/14/2014, CAPS, A Cast & Crew Company has established a Medical Provider Network (MPN) for all work-related injuries and/or illnesses. In the event of an injury, your care will be directed to a physician within the MPN and you have the right to pre-designate a doctor. For further information, please email MPN@capspayroll.com.

Exhibit 6

Employee Name MICHAEL BONNER			Social Security No. [REDACTED]		Pay Period 11/14/2021 - 11/20/2021		Check Date 12/01/2021		Check No. 602567942	
Deductions			Deductions		Current		YTD Amt			
Federal Income Tax			Cur Amt		YTD Amt					
FICA			224.69		809.82					
Medicare			101.33		513.78					
California SDI			23.70		120.15					
California State Tax			19.61		99.44					
SUPPORT - 850001262			97.39		325.35					
SUPPORT - 940132126			23.08		138.48					
			101.54		609.24					

Exhibit 7

Michael Bonner

December 1, 2023

EPOCH MEDIA GROUP, LLC.
c/o CT Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale, CA 91203

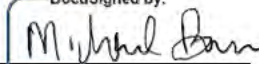
Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for Michael Bonner.

To Whom It May Concern:

Pursuant to sections 226, 432 and 1198.5 of the California Labor Code and other applicable regulations, including section 7 of the applicable wage order as adopted by the Industrial Welfare Commission, it is requested that you promptly furnish to me "the records pertaining to" my employment including the following: (1) The itemized statements referred to in section 226(a) of the California Labor Code; (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; (7) "time records showing when the employee begins and ends each work period [including] [meal periods, split shift intervals and total daily hours worked;]" (8) Any documents I signed during my employment; (9) Any employee reviews of disciplinary write-ups and any employee handbook(s) as well as any other documents you maintain regarding my performance or any grievance concerning my employment, and a copy of all instruments I signed relating to the obtaining or holding of my employment with you; and (10) Any video tape or electronic recording relating to my employment. Please provide the documents directly to my representative at:

Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
Tel: 323.962.3777
harrisa@harrisandruble.com
admin@harrisandruble.com

Very truly yours,

DocuSigned by:

B279BC952BE14E6...
Michael Bonner

Cc: Stephen A. Rossi

Exhibit 8



California Wage Theft Prevention Act (WTPA) Notice to Employee

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to certain employees at the time of hire, in the language the employer normally uses to communicate employment-related information. This provision applies to **ALL non-union, non-exempt employees and ALL union, non-exempt employees working under a Collective Bargaining Agreement (CBA)**, if the CBA does not expressly provide for the wages, hours of work, and working conditions of the employee, and if the CBA does not provide premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage. For freelance employees this notice should be provided for each project for which they are hired. Employees must be paid the agreed rate for all work in the hired category on a project basis. Any rate changes must be documented by a new notice.

Hiring Employer Legal Name/Prod. Co. (including any d/b/a/s) Epoch Media Group LLC
 Main Office address 180 Varick St Ste 1206 City New York State NY Zip 10014
 Mailing address (if different) _____ City _____ State _____ Zip _____
 Phone 2122260661
 Is hiring employer a staffing agency/business (e.g. Temporary Services Agency, Employee Leasing Co., or Professional Employer Organization [PEO])?
☐ Yes ☒ No

Employee Name: Michael Bonner Your Job/Occupation Category is: Chef Assistance
 Project Name/# H & R Block 92432 Start Date 11/14/2021

Non-Exempt Employees: Rate(s) of pay \$ 19.72 Overtime rate(s) of pay \$ 29.58
 Rate by (check box): ☒ Hour ☐ Day ☐ Week ☐ Other (provide specifics): _____
 Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No
 If yes, are all rate(s) of pay and bases thereof contained in the written agreement? (check box) ☒ Yes ☐ No
 Allowances, if any, claimed as part of minimum wage (incl. meals or lodging): _____
 (If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)
 Regular pay day: Weekly

Workers Comp. Ins. Carrier: Chartis c/o Sedgwick CMS Insured Employer of Record: CAPS, LLC
 Policy No.: 015684714 Address: PO Box 14440, Lexington, KY 405512-4440 Phone: 866-495-7844

Acknowledgement of Receipt: (Optional)

Nicolas Jaramillo
 (PRINT NAME of Employer representative)
 (SIGNATURE of Employer representative)
 (Date) 11.29.21

Michael Bonner
 (PRINT NAME of Employee)
Michael Bonner
 (SIGNATURE of Employee)
 (Date) 11.29.2021

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes. The full text of Labor Code section 2810.5 may be found at www.dir.ca.gov/calaw.html. Check "Labor Code" and search for "2810.5" in quotes.

This form is an adaptation of the template notice issued by CA DLSE on April 12, 2012 which may be found at www.dir.ca.gov/DLSE and is designed to meet the specific production needs of CAPS clients. This form is intended solely for purposes of compliance with CA Labor Code Sec. 2810.5, is not a contract and does not change the "at will" status of any "at will" employee recipient. This form is made available as an aid to compliance with CA Labor Code Sec. 2810.5. It is not intended as legal advice, nor as a substitute for review by legal counsel.

Duplicate signed copies to be provided to the employee and payroll service. Original should be retained by the Employer/Production Co.

Exhibit 9



2300 Empire Ave., 5th Floor
Burbank, CA 91504
(310) 280-0755
Check Inquiries: (818) 860-7756

7 Penn Plaza
370 Seventh Ave., 6th Floor
New York, NY 10001
(212) 925-1415
Check Inquiries: (818) 860-7756

CREW TIMECARD

Employer: CAPS, LLC, FEIN: 27-4217142

PRODUCTION CO EPOCH MEDIA GROUP	JOB NAME/NUMBER UAC #92395	UNION N/A	CONTRACT TYPE	OCCUPATION Police Officer
---	--------------------------------------	---------------------	---------------	-------------------------------------

EMPLOYEE NAME RAFFI KHANDIKIAN	☒ M ☐ F SOCIAL SECURITY NUMBER [REDACTED]	TELEPHONE [REDACTED]	EMAIL [REDACTED]
--	---	-------------------------	---------------------

LOAN OUT	FEDERAL I.D. NUMBER	RATE \$ PER HOUR 62.24 ☒ HOUR ☐ DAY ☐ OTHER
----------	---------------------	---

DATE	LOCATION ZIP CODE	AICP	RATE	START	1st MEAL 2nd MEAL	END	ST	1.5X	DBL	MP	COMMENTS
SUN											
MON											
TUE											
WED											
THU	7/30/18 90018	97	\$62.24	7.0	/	19.5	8	4	.5		
FRI											
SAT											
YEAR	TOTALS						8	4	.5		GROSS 933.60
AICP #	BOX RENTAL	AICP #	MILEAGE NON-TAXABLE	MILEAGE TAXABLE	AICP #	ADVANCE					
	\$		\$	\$		\$					
AICP #	CAR ALLOWANCE	AICP #	PER DIEM NON-TAXABLE	PER DIEM TAXABLE	AICP #	OTHER					
	\$		\$	\$		\$					

EMPLOYEE SIGNATURE

Raffi Khandikian

APPROVED

[Signature]

Attention all CA employees: Effective 2/14/2014, CAPS, A Cast & Crew Company has established a Medical Provider Network (MPN) for all work-related injuries and/or illnesses. In the event of an injury, your care will be directed to a physician within the MPN and you have the right to pre-designate a doctor. For further information, please email MPN@capspayroll.com.

EXHIBIT 9

CAPS COPY

Khandikian_Epoch0009

Exhibit 10

Employee Name RAFFI KHANDIKIAN			Social Security No. [REDACTED]		Pay Period 07/30/2020 - 07/30/2020		Check Date 08/18/2020		Check No. 602044059	
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt			
Federal Income Tax		79.62	294.18					Current Taxable	933.60	
FICA		57.88	235.73					Current Non-Tax	0.00	
Medicare		13.54	55.14					Current Earnings	933.60	
California SDI		9.34	38.02					Current Deductions	191.60	
California State Tax		31.22	142.90					Net Wages	742.00	
								YTD Taxable	3,802.03	
								YTD Non-Tax	0.00	
								YTD Earnings	3,802.03	
								YTD Deductions	765.97	
								YTD Net Wages	3,036.06	

*Your Federal Taxable Wages this period are \$933.60

*Your Federal Taxable Wages this period are \$933.60

Controlling Employer	EPOCH MEDIA GROUP, LLC	Batch	1114760	Extra Withholding	\$0.00	Res State	CA
Job Type	COMMERCIAL	Client Job #	92395	Pay Frequency	W	State Allow	
Job Name	UNITED HEALTHCARE #92395	Federal Filing Status	Single or Married filing separately				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
07/30/2020 - 07/30/2020	NON	CA-LAC	POLICE OFFICER-STRAIGHT-TIME	62.240000	8.00	497.92
07/30/2020 - 07/30/2020	NON	CA-LAC	POLICE OFFICER-TIME-AND-ONE-HALF	93.360000	4.00	373.44
07/30/2020 - 07/30/2020	NON	CA-LAC	POLICE OFFICER-DOUBLE-TIME	124.480000	0.50	62.24

Controlling Employer :	EPOCH MEDIA GROUP, LLC, 180 VARICK STREET #1204, NEW YORK, NY, 10014	Total Worked Hours	Total Hours	Total Gross
Net Check:	742.00, Vacation: None, Holiday: None	12.50	12.50	933.60

NEW CAPS, LLC
2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America
Chicago, IL
[REDACTED] 602044059

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

RAFFI KHANDIKIAN
[REDACTED]

VOID

Exhibit 11

Raffi N. Khandikian

December 13, 2023

EPOCH MEDIA GROUP, LLC.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for Raffi N. Khandikian.

To Whom It May Concern:

Pursuant to sections 226, 432 and 1198.5 of the California Labor Code and other applicable regulations, including section 7 of the applicable wage order as adopted by the Industrial Welfare Commission, it is requested that you promptly furnish to me "the records pertaining to" my employment including the following: (1) The itemized statements referred to in section 226(a) of the California Labor Code; (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; (7) "time records showing when the employee begins and ends each work period [including] [meal] periods, split shift intervals and total daily hours worked;" (8) Any documents I signed during my employment; (9) Any employee reviews of disciplinary write-ups and any employee handbook(s) as well as any other documents you maintain regarding my performance or any grievance concerning my employment, and a copy of all instruments I signed relating to the obtaining or holding of my employment with you. Please provide the documents directly to my representative at:

Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
Tel: 323.962.3777
harrisa@harrisandruble.com
admin@harrisandruble.com

Very truly yours,

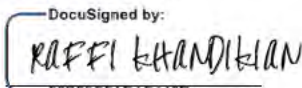
DocuSigned by:

86B60C5AD7C146D...
RAFFI KHANDIKIAN

Exhibit 12



California Wage Theft Prevention Act (WTPA) Notice to Employee

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to certain employees at the time of hire, in the language the employer normally uses to communicate employment-related information. This provision applies to **ALL non-union, non-exempt employees and ALL union, non-exempt employees working under a Collective Bargaining Agreement (CBA), IF the CBA does not expressly provide for the wages, hours of work, and working conditions of the employee, and if the CBA does not provide premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage.** For freelance employees this notice should be provided for each project for which they are hired. Employees must be paid the agreed rate for all work in the hired category on a project basis. Any rate changes must be documented by a new notice.

Hiring Employer Legal Name/Prod. Co. (including any d/b/a/s) EPOCH MEDIA GROUP
 Main Office address 843 Seward Street City Los Angeles State CA Zip 90038
 Mailing address (if different) _____ City _____ State _____ Zip _____
 Phone (310)275-9333
 Is hiring employer a staffing agency/business (e.g. Temporary Services Agency, Employee Leasing Co., or Professional Employer Organization [PEO])?
☐ Yes ☒ No

Employee Name: Raffi Khandikian Your Job/Occupation Category is: Police Officer
 Project Name/# UNITED HEALTHCARE #92395 Start Date 7/30/20

Non-Exempt Employees: Rate(s) of pay \$ 62.24 Overtime rate(s) of pay \$ 93.36
 Rate by (check box): ☒ Hour ☐ Day ☐ Week ☐ Other (provide specifics): _____
 Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No
 If yes, are all rate(s) of pay and bases thereof contained in the written agreement? (check box) ☒ Yes ☐ No
 Allowances, if any, claimed as part of minimum wage (incl. meals or lodging): _____
 (If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)
 Regular pay day: _____

Workers Comp. Ins. Carrier: American Zurich Insurance C/O Sedgwick Insured Employer of Record: CAPS, LLC
 Policy No. WC 4857681 07 Address: P.O. Box 14522, Lexington KY 40512-4522 Phone: 866-495-7844

Acknowledgement of Receipt: (Optional)

Marlo Verdin
 (PRINT NAME of Employer representative)
Marlo Verdin
 (SIGNATURE of Employer representative)
7/30/20
 (Date)

Raffi Khandikian
 (PRINT NAME of Employee)
Raffi Khandikian
 (SIGNATURE of Employee)
7/30/20
 (Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes. The full text of Labor Code section 2810.5 may be found at http://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=2810.5.

This form is an adaptation of the template notice issued by CA DLSE on April 12, 2012 which may be found at www.dir.ca.gov/DLSE and is designed to meet the specific production needs of CAPS clients. This form is intended solely for purposes of compliance with CA Labor Code Sec. 2810.5, is not a contract and does not change the "at will" status of any "at will" employee recipient. This form is made available as an aid to compliance with CA Labor Code Sec. 2810.5. It is not intended as legal advice, nor as a substitute for review by legal counsel.

Original should be retained by the Employer. A duplicate signed copy should be provided to the employee. Do not send a copy to CAPS.

Exhibit 13



A Cast & Crew Entertainment Company

2300 Empire Ave., 5th Floor
Burbank, CA 91504
(310) 280-0755
Check Inquiries: (310) 736-2146

7 Penn Plaza, 370 Seventh Avenue, 6th Floor
New York, NY 10001
(212) 925-1415
Check Inquiries: (212) 925-1415 X4105

CREW TIME CARD

Employer: CAPS, LLC, FEIN: 27-4217142

PRODUCTION CO. Epoch Media Group LLC				JOB NAME/NUMBER Weather Simple #92378				UNION N/A		CONTRACT TYPE LAPD/Police		OCCUPATION LAPD/Police	
EMPLOYEE NAME RAFI KHANDIKIAN				SOCIAL SECURITY NUMBER [REDACTED]				DATE [REDACTED]		TIME [REDACTED]		PHONE [REDACTED]	
LOAN OUT				FEDERAL I.D. NUMBER				RATE \$ PER 62.02 ☒ HOUR ☐ DAY ☐ OTHER					
DATE	LOCATION ZIP CODE	AICP	RATE	START	1st MEAL 2nd MEAL	END	ST	1.5X				MP	COMMENTS
SUN													
MON													
TUE													
WED	10/30/14 91304	B97	\$62.02	13.0		21.0	8						
THU													
FRI													
SAT													
TOTALS							8						
AICP #		BOX RENTAL	AICP #	MILEAGE NON-TAXABLE		MILEAGE TAXABLE		AICP #	ADVANCE		GROSS		
		\$		\$		\$			\$		\$496.16		
AICP #		CAR ALLOWANCE	AICP #	PER DIEM NON-TAXABLE		PER DIEM TAXABLE		AICP #	OTHER		GROSS W/BOX RENTAL AND MILEAGE		
		\$		\$		\$			\$		\$		

EMPLOYEE SIGNATURE **Rafi Khandikian** APPROVED **[Signature]**

Attention all CA employees: Effective 2/14/2014, CAPS has established a Medical Provider Network (MPN) for all work-related injuries and/or illnesses. In the event of an injury, your care will be directed to a physician within the MPN and you have the right to pre-designate a doctor. For further information, please visit <https://www.capspayroll.com/MPNNotice.pdf>, email MPN@capspayroll.com, or call 877-243-9910.

EXHIBIT 13
CAPS COPY

Exhibit 14

Employee Name RAFFI KHANDIKIAN			Social Security No. [REDACTED]	Pay Period 10/30/2019 - 10/30/2019		Check Date 11/13/2019		Check No. 601813705	
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt		
Federal Income Tax		26.92	304.12					Current Taxable	496.16
FICA		30.76	243.43					Current Non-Tax	0.00
Medicare		7.19	56.92					Current Earnings	496.16
California SDI		4.96	39.26					Current Deductions	75.27
California State Tax		5.44	78.38					Net Wages	420.89
								YTD Taxable	3,926.40
								YTD Non-Tax	0.00
								YTD Earnings	3,926.40
								YTD Deductions	722.11
								YTD Net Wages	3,204.29
*Your Federal Taxable Wages this period are \$496.16									

Exhibit 15



California Wage Theft Prevention Act (WTPA) Notice to Employee

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to certain employees at the time of hire, in the language the employer normally uses to communicate employment-related information. This provision applies to **ALL non-union, non-exempt employees and ALL union, non-exempt employees working under a Collective Bargaining Agreement (CBA), IF the CBA does not expressly provide for the wages, hours of work, and working conditions of the employee, and if the CBA does not provide premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage.** For freelance employees this notice should be provided for each project for which they are hired. Employees must be paid the agreed rate for all work in the hired category on a project basis. Any rate changes must be documented by a new notice.

Hiring Employer Legal Name/Prod. Co. (including any d/b/a/s) <u>Epoch Media Group</u>			
Main Office address	<u>843 Seward Street</u>	City <u>Los Angeles</u>	State <u>CA</u> Zip <u>90038</u>
Mailing address (if different)		City	State Zip
Phone (310) <u>275-9333</u>			
Is hiring employer a staffing agency/business (e.g. Temporary Services Agency, Employee Leasing Co., or Professional Employer Organization [PEO])?			
☐ Yes ☒ No			

Employee Name: <u>RAFFI KHANDIKIAN</u>	Your Job/Occupation Category is: <u>LAPD / OFFICER</u>
Project Name/# <u>Wealthsimple 92378</u>	Start Date <u>10-30-2019</u>

Non-Exempt Employees: Rate(s) of pay \$ <u>62.02</u>	Overtime rate(s) of pay \$ <u>93.03</u>
Rate by (check box): ☒ Hour ☐ Day ☐ Week ☒ Other (provide specifics):	
Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No	
If yes, are all rate(s) of pay and bases thereof contained in the written agreement? (check box) ☒ Yes ☐ No	
Allowances, if any, claimed as part of minimum wage (incl. meals or lodging):	
(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)	
Regular pay day: <u>weekly</u>	

Workers Comp. Ins. Carrier: <u>AIG C/O Sedgwick CMS</u>	Insured Employer of Record: <u>CAPS, LLC</u>
Policy No.: <u>015684714</u>	Address: <u>PO Box 14440, Lexington, KY 40512-4440</u>
Phone: <u>866-495-7844</u>	

Acknowledgement of Receipt: (Optional)

Nicolas Jaramillo
 (PRINT NAME of Employer representative)
 (SIGNATURE of Employer representative)
 (Date) 10-30-19

RAFFI KHANDIKIAN
 (PRINT NAME of Employee)
Raffi Khandikian
 (SIGNATURE of Employee)
10-30-2019
 (Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes. The full text of Labor Code section 2810.5 may be found at http://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=2810.5.

This form is an adaptation of the template notice issued by CA DLSE on April 12, 2012 which may be found at www.dir.ca.gov/DLSE and is designed to meet the specific production needs of CAPS clients. This form is intended solely for purposes of compliance with CA Labor Code Sec. 2810.5, is not a contract and does not change the "at will" status of any "at will" employee recipient. This form is made available as an aid to compliance with CA Labor Code Sec. 2810.5. It is not intended as legal advice, nor as a substitute for review by legal counsel.

Original should be retained by the Employer. A duplicate signed copy should be provided to the employee. Do not send a copy to CAPS.

Exhibit 16



2300 Empire Ave., 5th Floor
Burbank, CA 91504
(310) 280-0755
Check Inquiries: (818) 860-7756

7 Penn Plaza
370 Seventh Ave., 6th Floor
New York, NY 10001
(212) 925-1415
Check Inquiries: (818) 860-7756

CREW TIMECARD

Employer: CAPS, LLC, FEIN: 27-4217142

PRODUCTION CO. EPOCH MEDIA GROUP, LLC				JOB NAME/NUMBER Zelle #92446				UNION N/A		CONTRACT TYPE		OCCUPATION POLICE/LAPD	
EMPLOYEE NAME RAFEI KHANDIKIAN				M ☒ SOCIAL SECURITY NUMBER F ☐		TELEPHONE		EMAIL					
LOAN OUT				FEDERAL I.D. NUMBER				RATE \$ PER 67.19 ☒ HOUR ☐ DAY ☐ OTHER					

	DATE	LOCATION ZIP CODE	AICP	RATE	START	1st MEAL 2nd MEAL		END	ST	1.5X	2X		MP	COMMENTS
SUN														
MON														
TUE														
WED														
THU														
FRI														
SAT	2/25/25	91423	97	\$67.19	6.5	/	/	19.5	8	4	1		1	
TOTALS									8	4	1			

AICP #		BOX RENTAL	AICP #	MILEAGE NON-TAXABLE	MILEAGE TAXABLE	AICP #	ADVANCE	GROSS 1142.23
		\$		\$	\$		\$	
AICP #		CAR ALLOWANCE	AICP #	PER DIEM NON-TAXABLE	PER DIEM TAXABLE	AICP #	OTHER	GROSS W/BOX RENTAL AND MILEAGE \$
		\$		\$	\$			

EMPLOYEE SIGNATURE

Rafei Khandikian

APPROVED

AS

Attention all CA employees. Effective 2/14/2014, CAPS, A Cast & Crew Company has established a Medical Provider Network (MPN) for all work-related injuries and/or illnesses. In the event of an injury, your care will be directed to a physician within the MPN and you have the right to pre-designate a doctor. For further information, please email MPN@capspayroll.com.

Exhibit 17

Employee Name RAFFI N KHANDIKIAN			Social Security No. [REDACTED]	Pay Period 06/19/2022 - 06/25/2022	Check Date 07/01/2022	Check No. 602872392
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt	
Federal Income Tax	112.21	1,354.32				Current Taxable 1,142.23
FICA	70.82	608.51				Current Non-Tax 0.00
Medicare	16.56	142.31				Current Earnings 1,142.23
California SDI	12.56	107.96				Current Deductions 257.96
California State Tax	45.81	546.76				Net Wages 884.27
						YTD Taxable 9,814.43
						YTD Non-Tax 0.00
						YTD Earnings 9,814.43
						YTD Deductions 2,759.86
						YTD Net Wages 7,054.57

*Your Federal Taxable Wages this period are \$1,142.23

Controlling Employer	EPOCH MEDIA GROUP, LLC	Batch	1343419	Extra Withholding	\$0.00	Res State	CA
Job Type	COMMERCIAL	Client Job #	92446			State Allow	0
Job Name	ZELLE (ROUND 3) #92446	Federal Filing Status	Single or Married filing separately				
Work Date	Union #	Location	Description	Rate	Hours/Units	Amount	
06/25/2022 - 06/25/2022	NON	CA-LAC	POLICE OFFICER-STRAIGHT-TIME	67.190000	8.00	537.52	
06/25/2022 - 06/25/2022	NON	CA-LAC	POLICE OFFICER-TIME-AND-ONE-HALF	100.785000	4.00	403.14	
06/25/2022 - 06/25/2022	NON	CA-LAC	POLICE OFFICER-DOUBLE-TIME	134.380000	1.00	134.38	
06/25/2022 - 06/25/2022	NON	CA-LAC	POLICE OFFICER-MEAL PENALTY	67.190000	1.00	67.19	

CA COVID-19 Supp Sick - COVID-19 usage - 0.00 Hours

CA COVID-19 Supp Sick - Covered Reason usage - 0.00 Hours

Controlling Employer : EPOCH MEDIA GROUP, LLC, 180 VARICK STREET #1204, NEW YORK, NY, 10014

Net Check: 884.27, Vacation: None, Holiday: None

Total Worked Hours 13.00

Total Hours 13.00

Total Gross 1,142.23

NEW CAPS, LLC

2300 EMPIRE AVE, 5TH FL

BURBANK, CA 91504

Bank of America

Chicago, IL

[REDACTED]

602872392

Date	Amount
*****	*****

Check VOID 180 Days From Date of Issue

PAY *****

TO THE ORDER OF

RAFFI N KHANDIKIAN

[REDACTED]

VOID

Exhibit 18



California Wage Theft Prevention Act (WTPA) Notice to Employee

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to certain employees at the time of hire, in the language the employer normally uses to communicate employment-related information. This provision applies to **ALL non-union, non-exempt employees and ALL union, non-exempt employees working under a Collective Bargaining Agreement (CBA), IF the CBA does not expressly provide for the wages, hours of work, and working conditions of the employee, and if the CBA does not provide premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage.** For freelance employees this notice should be provided for each project for which they are hired. Employees must be paid the agreed rate for all work in the hired category on a project basis. Any rate changes must be documented by a new notice.

Hiring Employer Legal Name/Prod. Co. (including any d/b/a/s) <u>Epoch Media Group LLC</u>			
Main Office address <u>843 Seward Street</u>	City <u>Los Angeles</u>	State <u>CA</u>	Zip <u>90038</u>
Mailing address (if different) _____	City _____	State _____	Zip _____
Phone <u>(310) 275.9333</u>			
Is hiring employer a staffing agency/business (e.g. Temporary Services Agency, Employee Leasing Co., or Professional Employer Organization [PEO])?			
☐ Yes ☒ No			

Employee Name: <u>RAFEI KHANDIKIAN</u>	Your Job/Occupation Category is: <u>Police officer</u>
Project Name/# <u>Zelle #92446</u>	Start Date <u>6-25-2022</u>

Non-Exempt Employees: Rate(s) of pay \$ <u>67.19</u>	Overtime rate(s) of pay \$ <u>100.79</u>
Rate by (check box): ☒ Hour ☐ Day ☐ Week ☐ Other (provide specifics): _____	
Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No	
If yes, are all rate(s) of pay and bases thereof contained in the written agreement? (check box) ☒ Yes ☐ No	
Allowances, if any, claimed as part of minimum wage (incl. meals or lodging): _____	
(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)	
Regular pay day: <u>FRIDAY</u>	

Workers Comp. Ins. Carrier: <u>Chartis c/o Sedgwick CMS</u>	Insured Employer of Record: <u>CAPS, LLC</u>
Policy No.: <u>015684714</u>	Address: <u>PO Box 14440, Lexington, KY 40512-4440</u>
Phone: <u>866-495-7844</u>	

Acknowledgement of Receipt: (Optional)

Allen Szto
(PRINT NAME of Employer representative)
AS
(SIGNATURE of Employer representative)
6-25-22
(Date)

RAFEI KHANDIKIAN
(PRINT NAME of Employee)
Rafei Khandikian
(SIGNATURE of Employee)
6-25-2022
(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes. The full text of Labor Code section 2810.5 may be found at www.leginfo.ca.gov/calaw.html. Check "Labor Code" and search for "2810.5" in quotes.

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Duplicate signed copies to be provided to the employee and payroll service. Original should be retained by the Employer/Production Co.

Exhibit 19.1

Employee Name MARK E MECHELIN			Social Security No. [REDACTED]		Pay Period 06/27/2021 - 06/27/2021		Check Date 07/07/2021		Check No. 602342034		
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt				
Federal Income Tax		97.12	97.12					Current Taxable	1,063.10		
FICA		65.91	76.76					Current Non-Tax	0.00		
Medicare		15.41	17.95					Current Earnings	1,063.10		
California SDI		12.76	14.51					Current Deductions	232.35		
California State Tax		41.15	41.15					Net Wages	830.75		
								YTD Taxable	1,238.10		
								YTD Non-Tax	0.00		
								YTD Earnings	1,238.10		
								YTD Deductions	247.49		
								YTD Net Wages	990.61		
*Your Federal Taxable Wages this period are \$1,063.10											

*Your Federal Taxable Wages this period are \$1,063.10

Controlling Employer	EPOCH MEDIA GROUP, LLC	Batch	1219392	Extra Withholding	\$0.00	Res State	CA
Job Type	COMMERCIAL	Client Job #	92420	Pay Frequency	W	State Allow	0
Job Name	FARMERS INSURANCE #92420	Federal Filing Status	Single or Married filing separately				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
06/27/2021 - 06/27/2021	399	CA-LAC	DRIVER-COVID TESTING STIPEND	175.000000	1.00	175.00
06/27/2021 - 06/27/2021	399	CA-LAC	DRIVER-STRAIGHT-TIME	42.780000	8.00	342.24
06/27/2021 - 06/27/2021	399	CA-LAC	DRIVER-OVERTIME	64.170000	4.00	256.68
06/27/2021 - 06/27/2021	399	CA-LAC	DRIVER-DOUBLE-TIME	85.560000	3.00	256.68
06/27/2021 - 06/27/2021	399	CA-LAC	DRIVER-MEAL PENALTY	32.500000	1.00	32.50

Controlling Employer :	EPOCH MEDIA GROUP, LLC, 180 VARICK STREET #1204, NEW YORK, NY, 10014	Total Worked Hours	Total Hours	Total Gross
Bank of America :	830.75	15.00	15.00	1,063.10

NEW CAPS, LLC
2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America [REDACTED] 602342034
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

== MARK E MECHELIN
== [REDACTED]
==

VOID

Direct Deposit

Exhibit 19.2

Employee Name MARK E MECHELIN			Social Security No. [REDACTED]	Pay Period 10/31/2021 - 11/06/2021		Check Date 11/12/2021		Check No. 602540000	
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt		
Federal Income Tax		31.38	128.50					Current Taxable	534.75
FICA		33.15	109.91					Current Non-Tax	0.00
Medicare		7.75	25.70					Current Earnings	534.75
California SDI		6.42	20.93					Current Deductions	87.49
California State Tax		8.79	49.94					Net Wages	447.26
								YTD Taxable	1,772.85
								YTD Non-Tax	0.00
								YTD Earnings	1,772.85
								YTD Deductions	334.98
								YTD Net Wages	1,437.87
*Your Federal Taxable Wages this period are \$534.75									

*Your Federal Taxable Wages this period are \$534.75

Controlling Employer	EPOCH MEDIA GROUP, LLC	Batch	1263510	Extra Withholding	\$0.00	Res State	CA
Job Type	COMMERCIAL	Client Job #	92431	Pay Frequency	W	State Allow	0
Job Name	KING'S HAWAIIAN #92431	Federal Filing Status	Single or Married filing separately				
Work Date	Union #	Location	Description	Rate	Hours/Units	Amount	
11/04/2021 - 11/04/2021	399	CA-LAC	DRIVER-STRAIGHT-TIME	42.780000	8.00	342.24	
11/04/2021 - 11/04/2021	399	CA-LAC	DRIVER-TIME-AND-ONE-HALF	64.170000	3.00	192.51	

Controlling Employer : EPOCH MEDIA GROUP, LLC, 180 VARICK STREET #1204, NEW YORK, NY, 10014								Total Worked Hours		Total Hours		Total Gross	
Direct Deposit: 447.26, Vacation: None, Holiday: None								11.00		11.00		534.75	

NEW CAPS, LLC
2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America
Chicago, IL

70-2328/719 602540000

Check VOID 180 Days From Date of Issue

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

— MARK E MECHELIN
— [REDACTED]
—
—

VOID

Direct Deposit

Exhibit 19.3

Employee Name MARK E MECHELIN			Social Security No. [REDACTED]	Pay Period 01/16/2022 - 01/22/2022		Check Date 02/03/2022		Check No. 602651732	
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt		
Federal Income Tax		78.33	78.33					Current Taxable	934.76
FICA		57.96	57.96					Current Non-Tax	0.00
Medicare		13.55	13.55					Current Earnings	934.76
California SDI		10.28	10.28					Current Deductions	189.63
California State Tax		29.51	29.51					Net Wages	745.13
								YTD Taxable	934.76
								YTD Non-Tax	0.00
								YTD Earnings	934.76
								YTD Deductions	189.63
								YTD Net Wages	745.13
*Your Federal Taxable Wages this period are \$934.76									

Exhibit 20



2300 Empire Ave., 5th Floor
Burbank, CA 91504
(310) 280-0755
Check Inquiries: (818) 860-7756

7 Penn Plaza
370 Seventh Ave., 6th Floor
New York, NY 10001
(212) 925-1415
Check Inquiries: (818) 860-7756

CREW TIMECARD

Employer: CAPS, LLC, FEIN: 27-4217142

PRODUCTION CO. Epoch media Group llc				JOB NAME/NUMBER H. &r block 92432				UNION		CONTRACT TYPE		OCCUPATION Chef assistant	
EMPLOYEE NAME James connor				M ☒ F ☐		SOCIAL SECURITY NUMBER [REDACTED]		TELEPHONE [REDACTED]		EMAIL [REDACTED]			
LOAN OUT				FEDERAL I.D. NUMBER				RATE \$ PER 21.78 ☒ HOUR ☐ DAY ☐ OTHER					
DATE	LOCATION ZIP CODE	AICP	RATE	START	1st MEAL 2nd MEAL	END	ST	1.5X	2X		MP	COMMENTS	
SUN													
MON	11/15 91030	B94	21.78/hr	3.0	9 X 9.5 15.5 16	18	8	4	2				
TUE	11/16 91230 91304	1	1	3	9 9.5 15.5 16	18	1	1	2				
WED	11/17 90028	1	1	3	9 9.5 15.5 16	19	1	1	2				
THU	11/18 90015	2	2	3	9 9.5 15.5 16	19	2	2	3				
FRI													
SAT													
YEAR 2021		TOTALS						32		16		9	
AICP #		BOX RENTAL		AICP #		MILEAGE NON-TAXABLE		MILEAGE TAXABLE		AICP #		ADVANCE	
		\$				\$		\$				\$	
AICP #		CAR ALLOWANCE		AICP #		PER DIEM NON-TAXABLE		PER DIEM TAXABLE		AICP #		GROSS W/BOX RENTAL AND MILEAGE	
		\$				\$		\$		295		1786.72	

EMPLOYEE SIGNATURE

APPROVED

Attention all CA employees: Effective 2/14/2014, CAPS, A Cast & Crew Company has established a Medical Provider Network (MPN) for all work-related injuries and/or illnesses. In the event of an injury, your care will be directed to a physician within the MPN and you have the right to pre-designate a doctor. For further information, please email MPN@capspayroll.com.

Exhibit 21

Employee Name JAMES B CONNOR			Social Security No. [REDACTED]	Pay Period 11/14/2021 - 11/20/2021	Check Date 12/02/2021	Check No. 602570965
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt	
Federal Income Tax	258.22	1,372.01				Current Taxable 1,786.72
FICA	110.78	811.21				Current Non-Tax 0.00
Medicare	25.91	189.73				Current Earnings 1,786.72
California SDI	21.44	157.00				Current Deductions 529.34
California State Tax	112.99	558.73				Net Wages 1,257.38
						YTD Taxable 13,083.79
						YTD Non-Tax 0.00
						YTD Earnings 13,083.79
						YTD Deductions 3,088.68
						YTD Net Wages 9,995.11

*Your Federal Taxable Wages this period are \$1,786.72

Controlling Employer	EPOCH MEDIA GROUP, LLC	Batch	1270540	Extra Withholding	\$0.00	Res State	CA
Job Type	COMMERCIAL	Client Job #	92432	Pay Frequency	W	State Allow	
Job Name	H&R BLOCK #92432	Federal Filing Status	Single or Married filing separately				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
11/15/2021 - 11/15/2021	NON	CA-LAC	CHEF ASSISTANT-STRAIGHT-TIME	21.780000	8.00	174.24
11/15/2021 - 11/15/2021	NON	CA-LAC	CHEF ASSISTANT-TIME-AND-ONE-HALF	32.670000	4.00	130.68
11/15/2021 - 11/15/2021	NON	CA-LAC	CHEF ASSISTANT-DOUBLE-TIME	43.560000	2.00	87.12
11/16/2021 - 11/16/2021	NON	CA-LAC	CHEF ASSISTANT-STRAIGHT-TIME	21.780000	8.00	174.24
11/16/2021 - 11/16/2021	NON	CA-LAC	CHEF ASSISTANT-TIME-AND-ONE-HALF	32.670000	4.00	130.68
11/16/2021 - 11/16/2021	NON	CA-LAC	CHEF ASSISTANT-DOUBLE-TIME	43.560000	2.00	87.12
11/17/2021 - 11/17/2021	NON	CA-LAC	CHEF ASSISTANT-STRAIGHT-TIME	21.780000	8.00	174.24
11/17/2021 - 11/17/2021	NON	CA-LAC	CHEF ASSISTANT-TIME-AND-ONE-HALF	32.670000	4.00	130.68
11/17/2021 - 11/17/2021	NON	CA-LAC	CHEF ASSISTANT-DOUBLE-TIME	43.560000	2.00	87.12
11/18/2021 - 11/18/2021	NON	CA-LAC	CHEF ASSISTANT-COVID TESTING STIPEND	175.000000	1.00	175.00
11/18/2021 - 11/18/2021	NON	CA-LAC	CHEF ASSISTANT-STRAIGHT-TIME	21.780000	8.00	174.24
11/18/2021 - 11/18/2021	NON	CA-LAC	CHEF ASSISTANT-TIME-AND-ONE-HALF	32.670000	4.00	130.68
11/18/2021 - 11/18/2021	NON	CA-LAC	CHEF ASSISTANT-DOUBLE-TIME	43.560000	3.00	130.68

Controlling Employer :	EPOCH MEDIA GROUP, LLC, 180 VARICK STREET #1204, NEW YORK, NY, 10014	Total Worked Hours	Total Hours	Total Gross
Net Check:	1257.38, Vacation: None, Holiday: None	57.00	57.00	1,786.72

NEW CAPS, LLC
2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America
Chicago, IL
[REDACTED] 602570965

Check VOID 180 Days From Date of Issue

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

JAMES B CONNOR

VOID

Exhibit 22

James Connor



December 13, 2023

EPOCH MEDIA GROUP, LLC.
c/o CT Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale, CA 91203

Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for **James Connor**.

To Whom It May Concern:

Pursuant to sections 226, 432 and 1198.5 of the California Labor Code and other applicable regulations, including section 7 of the applicable wage order as adopted by the Industrial Welfare Commission, it is requested that you promptly furnish to me "the records pertaining to" my employment including the following: (1) The itemized statements referred to in section 226(a) of the California Labor Code; (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; (7) "time records showing when the employee begins and ends each work period [including] [m]eal periods, split shift intervals and total daily hours worked;" (8) Any documents I signed during my employment; (9) Any employee reviews of disciplinary write-ups and any employee handbook(s) as well as any other documents you maintain regarding my performance or any grievance concerning my employment, and a copy of all instruments I signed relating to the obtaining or holding of my employment with you; and (10) Any video tape or electronic recording relating to my employment. Please provide the documents directly to my representative at:

Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
Tel: 323.962.3777
harrisa@harrisandruble.com
admin@harrisandruble.com

Very truly yours,

DocuSigned by:

2272E9E7EE9F4D4...
James Connor

Exhibit 23



California Wage Theft Prevention Act (WTPA) Notice to Employee

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to certain employees at the time of hire, in the language the employer normally uses to communicate employment-related information. This provision applies to **ALL non-union, non-exempt employees and ALL union, non-exempt employees working under a Collective Bargaining Agreement (CBA), IF the CBA does not expressly provide for the wages, hours of work, and working conditions of the employee, and if the CBA does not provide premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage.** For freelance employees this notice should be provided for each project for which they are hired. Employees must be paid the agreed rate for all work in the hired category on a project basis. Any rate changes must be documented by a new notice.

Hiring Employer Legal Name/Prod. Co. (including any d/b/a/s) Epoch M-1.7 Agency
 Main Office address 843 Sand St. City LA State CA Zip 90033
 Mailing address (if different) _____ City _____ State _____ Zip _____
 Phone () - _____
 Is hiring employer a staffing agency/business (e.g. Temporary Services Agency, Employee Leasing Co., or Professional Employer Organization [PEO])?
☐ Yes ☒ No

Employee Name: James connor Your Job/Occupation Category is: Chef assistant
 Project Name/# H&r block 92432 Start Date 11/15/2021

Non-Exempt Employees: Rate(s) of pay \$ 21.78 Overtime rate(s) of pay \$ 32.67
 Rate by (check box): ☒ Hour ☐ Day ☐ Week ☐ Other (provide specifics): _____
 Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No
 If yes, are all rate(s) of pay and bases thereof contained in the written agreement? (check box) ☒ Yes ☐ No
 Allowances, if any, claimed as part of minimum wage (incl. meals or lodging): _____
 (If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)
 Regular pay day: weekly

Workers Comp. Ins. Carrier: Chartis c/o Sedgwick CMS Insured Employer of Record: CAPS, LLC
 Policy No.: 015684714 Address: PO Box 14440, Lexington, KY 40512-4440 Phone: 866-495-7844

Acknowledgement of Receipt: (Optional)

(PRINT NAME of Employer representative)

(SIGNATURE of Employer representative)

(Date)

(PRINT NAME of Employee)

(SIGNATURE of Employee)

(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes. The full text of Labor Code section 2810.5 may be found at www.leginfo.ca.gov/calaw.html. Check "Labor Code" and search for "2810.5" in quotes.

This form is an adaptation of the template notice issued by CA DLSE on April 12, 2012 which may be found at www.dir.ca.gov/DLSE and is designed to meet the specific production needs of CAPS clients. This form is intended solely for purposes of compliance with CA Labor Code Sec. 2810.5, is not a contract and does not change the "at will" status of any "at will" employee recipient. This form is made available as an aid to compliance with CA Labor Code Sec. 2810.5. It is not intended as legal advice, nor as a substitute for review by legal counsel.

Duplicate signed copies to be provided to the employee and payroll service. Original should be retained by the Employer/Production Co.

Exhibit 24



FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

FilmLA.com

Dear Neighbors:

At FilmLA, we work to create an environment where on-location filming is conducted with professionalism and courtesy. Our mission is to coordinate permits for on-location filming in a way that minimizes the impact of film production on your neighborhood. Production companies should strive to adhere to this Filmmakers' Code of Professional Responsibility. If you find a production company is not complying with the provisions below, please call us at **213.977.8600**, day or night.

Dear Filmmakers:

You can count on FilmLA to apply our knowledge and expertise to help you film in local neighborhoods. Maintaining a positive working relationship with community members will help ensure continued access to the greatest variety of locations. As a guest in area neighborhoods, you are obligated to treat the public and the location with courtesy. The provisions in this code are a part of your permit.

1 The production company must comply with the provisions of the film permit at all times.

2 The Filmmakers' Code of Professional Responsibility will be attached to every permit, and both must be shown to any member of the public that asks to see them.

3 Productions arriving on-location in or near a residential neighborhood shall enter the area no earlier than the time stipulated on the permit.

4 Moving or towing vehicles is prohibited without the permission of the local municipality or the vehicle owner.

5 Cast and crew must observe designated parking areas. Parking of cast and crew vehicles on public streets is prohibited unless authorized by the film permit.

6 Parking on both sides of public streets is prohibited unless specifically authorized by the film permit.

7 Production vehicles may not block driveways without the express permission of the local municipality or the driveway owner.

8 Noise levels should be kept as low as possible. Generators and vehicles producing exhaust should be placed as far as practical from residential buildings. Do not let engines run unnecessarily

9 Cast and crew are to remain on or near the area that has been permitted. Do not trespass onto neighboring residential or commercial property.

10 Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

11 Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and property owner.

12 If not specified in the permit, an area for meal service and consumption must be designated. All trash must be disposed of properly upon completion of the meal.

13 All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

14 Crew members should not display signs, posters or pictures that do not reflect common sense and good taste.

15 Cast and crew shall refrain from using lewd or offensive language within earshot of the general public.

16 Cast and crew must not bring guests or pets to the location, unless expressly authorized by the permit.

17 All catering, crafts service, construction, strike and personal trash must be removed from the location.

18 All signs removed (or erected) for filming purposes must be replaced (or removed) after use of the location unless otherwise stipulated by the location agreement or permit.

19 When departing the location, all signs posted to direct production company personnel to the location must be removed.

20 When production ID passes are issued, every crew member must wear the pass while on-location.

Exhibit 25

FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

TO OUR COMPANIES: Filming on location generally means utilizing property that is someone else's house, store, etc., or a public street, sidewalk or other facility. Production company personnel are guests in such places, and are obligated to conduct themselves as such, and treat the public and the location with courtesy. It should not be expected that everyone in the surrounding environment will alter their lives to accommodate the needs of film production. If we do not all work toward improving our relationship with the local communities in which we work, more production will leave Southern California, resulting in fewer jobs for all.

TO THE PUBLIC: If you find this production company is not adhering to the Filmmaker's Code of Professional Responsibility, please call FilmL.A. at 213-977-8600. If calling after normal business hours, you will still be able to report your concerns to a FilmL.A. staff member .

1

The Filmmaker's Code of Professional Responsibility will be attached to every permit, and must be shown to any member of the public who asks.

2

Production companies arriving on location in or near a residential neighborhood should enter the area no earlier than the time stipulated on the permit, and park one by one, turning engines off as soon as possible. Cast and crew must observe designated parking areas.

3

When production passes that identify employees are issued, every crew member must wear the pass while at the location.

4

Moving or towing vehicles is prohibited without the express permission of the municipal jurisdiction or the vehicle owner.

5

Production vehicles may not block driveways without the express permission of the municipal jurisdiction or the driveway owner.

6

Meals must be confined to the area designated in the location agreement or permit. Individuals must eat within the designated meal area. All trash must be disposed of properly upon completion of the meal.

7

Removing, trimming and or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and the property owner.

8

All catering, crafts service, construction, strike and personal trash must be removed from the location.

9

All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of the location, unless stipulated otherwise by the location agreement or the permit.

10

When departing the location , all signs posted to direct the company to the location must be removed.

11

Noise levels should be kept as low as possible. Generators should be placed as far as practical from residential buildings. **Do not let engines run unnecessarily.**

12

All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

13

Crew members must not display signs, posters or pictures that do not reflect common sense and good taste.

14

Cast and crew are to remain on or near the area that has been permitted. **Do not trespass onto a neighboring resident's or merchant's property.**

15

Cast and crew must not bring guests or pets to the location, unless expressly authorized in advance by the production company.

16

Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

17

Cast and crew must refrain from using lewd or offensive language within earshot of the general public.

18

Cast and crew vehicles parked on public streets must adhere to all legal requirements unless authorized by the film permit.

19

Parking is prohibited on both sides of public streets unless specifically authorized by the film permit.

20

The company must comply with the provisions of the permit at all times.

Exhibit 26



Professional Filmmakers Code of Conduct

TO THE INDUSTRY: Production company personnel are guests on State owned and operated property and are requested to treat State property and all its surrounding properties, as well as the public, with courtesy. Improving relationships with the local communities that host filming rewards all those involved.

The **California Film Commission** requests that you adhere to the following guidelines when filming in California:

1. When filming in a neighborhood or business district, proper notification should be provided to each merchant or resident who is directly affected by the company. This includes parking, base camps, and meal areas. The filming notice should include: *name of company *name of production *company contact *kind of production *type of activity & duration.
2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should park one by one, and turn off engines as soon as possible. Cast and crew should observe designated parking areas.
3. Do not trespass onto neighbors' or merchants' property. Please remain within the boundaries of the property that has been permitted for filming.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner.
5. Cast and crew meals should be confined to the area designated in the permit. All catering, craft service, construction, strike and personal trash must be removed from location.
6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated in the permit.
8. Please keep all noise levels as low as possible.
9. Observe designated smoking areas and always extinguish cigarettes properly.

10. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the production company.
11. All sets and props should be removed upon completion of use.
12. The production company will comply with the provisions of the permit at all times.
13. Production companies will refrain from using lewd or offensive language within earshot of the general public.

Exhibit 27

COMMERCIAL FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

To the Public: We are pleased to be filming in this location and appreciate your cooperation. If you find this production company is not adhering to this Code, please call _____ at _____.

To our Company: You are guests and should treat this location, as well as the public, with courtesy. This notice has been attached to the filming notification which was distributed to this neighborhood.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or resident who is directly affected by the company (this includes parking, traveling shots, base camps, meal areas, etc.)
2. Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the permit. They should park one by one, turning off engines as soon as possible.

Cast and crew shall observe designated parking areas only. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction, or the driveway owner.

3. Do not trespass onto neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Use company-supplied receptacles for the disposal of all napkins, plates and coffee cups that are used in the course of the working day.

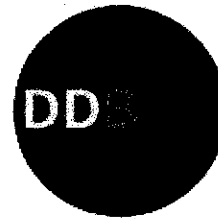
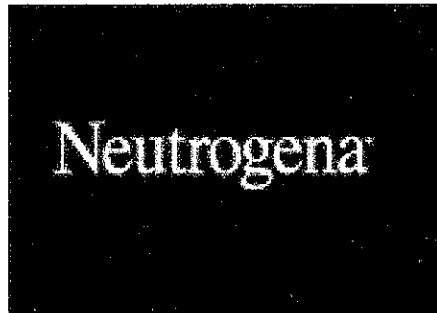
All catering, craft service, construction, strike and personal trash must be removed from location.

6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or the property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit. Also, remember to remove all signs posted to direct the company to the location.

8. Every member of the cast and crew shall keep noise levels as low as possible.
9. Observe designated smoking areas and always extinguish cigarettes in butt cans.
10. Crew members shall not display signs, posters or pictures on or in vehicles that do not reflect common sense or good taste (i.e., pin-up posters...). Cast and crew will refrain from the use of lewd or improper language.

appreciates your cooperation and assistance in upholding the Filmmakers' Code of Professional Responsibility.

Exhibit 28



PRE-PRODUCTION BOOK

JOB # 2007-086

Spot Stress Control Scrub :30 Version

VC Popped Spots Kit "Le Ballon" - :20 French & English Version

PRE LIGHT DATE:

December 11th, 2007

SHOOT DATES:

December 12th and 13th, 2007

DIRECTOR: KEN NAHOUM
PRODUCER: CORY NAHOUM
PRODUCER: KIM BRADSHAW
AGENCY: DDB PARIS

EXHIBIT 28-001

5

Personnel

Calendar

Shoot Objectives

Boards/Post Clarification

Scripts

Stage

Talent/Wardrobe/Art

Crew/Vendors

Neutrogena

CLIENT

Neutrogena

CLIENT NEUTROGENA

TEL
FAX

SVP Marketing

GVP, Marketing & Advertising

VP, Director, Creative & Broadcast Media Services

AGENCY

DDB

AGENCY DDB PARIS
55 Rue d Amsterdamn
75008 Paris

TEL 33.1.53.32.57.16

Agency Producer Sally Llewellyn

MBL 44.7773.376.277
Sally2@dircon.co.uk

Regional Creative Director (DDB Europe) Aude Commissaire

Regional Business Director Sarah Myland

Copy Writer Adeline Caffin

Creative Team Aurelie Auxenfans

Alexandre Surre

PRODUCTION COMPANY

PRODUCTION COMPANY EDGE FILMS/KEN NAHOUM PRODUCTIONS
55 VANDAM ST. 16TH FLOOR
NEW YORK, NY 10013TEL 212.924.8880
FAX 212.924.0479

Director Ken Nahoum

Executive Producer Cory Nahoum

Producer Kim Bradshaw

CELL 213.200.8734

EDITOR

Editing House

TEL
FAX

Editor

Executive Producer

Assistant Editor

Job # 2007-086

CALENDAR

PRODUCTION SCHEDULE

Edge Films/Ken Nahoum Productions

55 Vandam St. 16th Floor

New York, NY 10013

212.924.8880 Phone

Calenda

212.924.0479 Fax

DDB Paris

55 Rue d Amsterdamn

75008 Paris

33.1.53.32.57.16Phone

Sally Llewellyn - Agency Producer

Nov. / Dec.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26	27	28	29	30	1
2	3 Prep Job Awards	4 Prep Upload Pre-Pro Book Stage. Book DP	5 Prep 4PM UK Conf Call Book Hand Model	6 Prep	7 Prep	8
9	10 Agency Arrives Product Arrives Production Meet 5PM Wardrobe Fit	11 Pre-Light Stage Shoot Product 	12 Shoot Live Action 	13 Shoot Live Action 	14 Wrap	15
16	17 Wrap	18	22	20	21	22
23	24	25	26	27	28	29

Neutrogena®

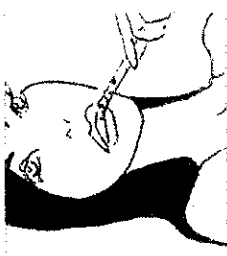
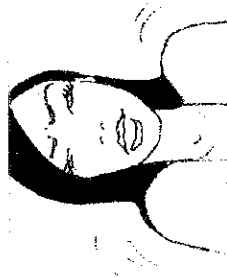
SHOOTING OBJECTIVES
Visibly Clear
Acne Stress control
Scrub & Foam

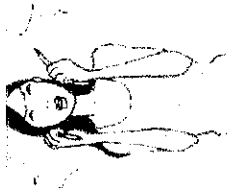
30"

December 5th

Neutrogena®

DDB

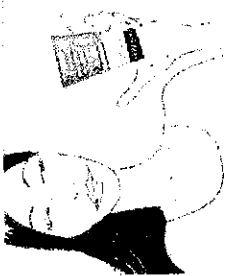
DDB Frames	Voice-over English	Shooting objectives	Description
1 	LIPSYNCH When I get stressed, I get spots	Establish branding through the 'O'. The first 5 frames are to build a crescendo as her stress builds – albeit in a non-agitated way – specifically: Key intro /connection with our new talent. A short mute is to set up her thinking and establish her as real person who wants to share something with a friend – not talk at you. To set up the stress insight (and to introduce the pen as a prop)	Description : static camera, frame from her shoulder . The energy is only given by her acting, And the play with the pen.
2 	LIPSYNCH Then I	To build the insight of the problem of stress. To engage with the talent in a sort of conversation as she sets out the issue she faces	Cut :medium shot fo vanessa looking and speaking to the camera with pen other gestures.
3 	LIPSYNCH get more stressed	To continue building the stress	Closer shot on her face , different type of gesture to feel the stress creshendo, The camera can be very closecut :
4 	LIPSYNCH “because I’ve got spots”	...and even more so	medium shot of her giving a hunch. Neutrogena®

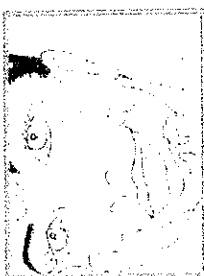
Frames	Voice-over English	Shooting objectives	Description
5 	LIPSYNCH Ugh !	To show the stress at it's climax –she has reached her breaking point – but it is clear that she is not desperate.	cut : wider shot of vanessa breaking the pen in a dynamic gesture.
6 	LIPSYNCH Any help here ?	To begin begin t to plant the idea of a solution as she asks for help. To create some playfulness	cut : different kind of gesture will be play to express the best Vanessa

Neutrogena®

SCRUB VERSION

DDB

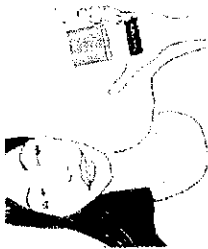
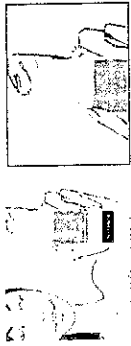
Frames	Voice-over English	Shooting objectives	Description
7 	New Neutrogena	To introduce the product in a dynamic way	cut : different kind of gesture will be play to make this dynamic relevant and natural. Camera must stay static .
8-9 	Spot Stress Control Daily	To focus on the product and secure clear branding	(what goes here ????)

10 	scrub	To demonstrate usage as she uses the scrub on her cheeks and forehead	cut : camera turns around Vanessa's face , or she can turns her face naturally as in the US film. (choice to do)
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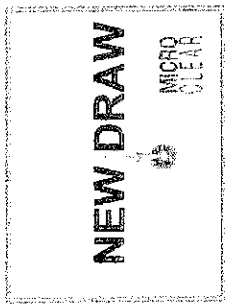
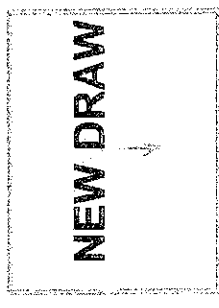
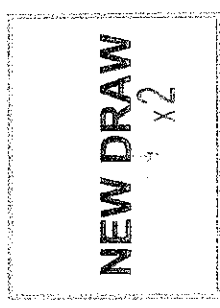
Neutrogena®

FOAM VERSION

DDB

Frames	Voice-over English	Shooting objectives	Description
7 	New Neutrogena	To introduce the product in a dynamic way(which must not be ridiculous)	cut : different kind of gesture will be play to make this dynamic relevant and natural. Camera must stay static .
8-9 	Spot Stress Control Daily	To focus on the product and establish branding – and show the talent's active use of it	cut : Vanessa begins to push on the product., the camera comes closer to the pack, cut before the foam falls
10 	foam wash	To demonstrate usage as with natural gestures she covers the cheeks and forehead with foam	cut : camera turns around Vanessa's face , or she can turn her face naturally as in the US film. (choice to do)

Neutrogena®

Frames	Voice-over English	Shooting objectives	Description
11 	With exclusive Micro Clear it penetrates twice deeper	To show the effective action of the product on emerging spots and to register the MicroClear technology	We see the product coming from the left side of the screen. A green arrow will help the comprehensions that the product goes deep into the pore. The red spot is in the pore, about to emerge.
12 	right at the source	To focus now on the deeper action and to register that the emerging spot is being treated as it becomes smaller and paler	The arrow touches the spot. The spot become less red. The symbol will help to understand the « twice deeper » action. (vs. a super)
13 	to clear spots even before they appear.	To communicate that the product goes twice as deep and show that this product is so effective that it clears away spots before they appear	A wave of water will come and wash both the surface of the skin and the pore (deep down) The spot progressively shrinks and then totally disappears

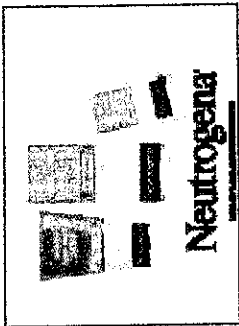
Neutrogena®

DDB

Frames	Voice-over English	Shooting objectives	Description
14 	LIPSYNCH It clears my spots,	Frames 14-17 are a celebration of the benefit and feeling of contentment. Specifically this frame is to reconnect with the target. It is a key beauty shot To show that she is no longer stressed	Description : cut : camera begins close to her face and begins to move around her.
15 		Continuation of the celebration of the end benefit on the skin and with how she is feeling	What goes here??
16 	LIPSYNCH so I have one less stress to deal with.	To further show that she is unstressed completely	cut : She send through the broken pen in light and natural gesture The camera get closer to her face to finish with the harmonisation
17 		To close our connection with the target via a playful, confident beauty shot	Closing the frame on the O NEUTROGENA brand panel.

Neutrogena®

DDB

Frames	Voice-over English	Shooting objectives	Description
18 	New Spot Stress control from Neutrogena	To establish the hero product and then to show the range.	Product range shot with some movement.

Neutrogena®

SHOOTING OBJECTIVES
Visibly Clear

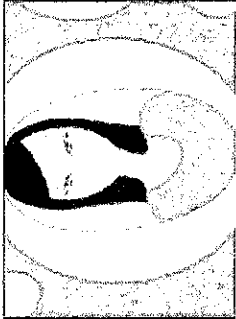
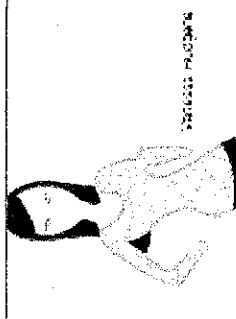
December 5th 2007

Popped Spot Kit

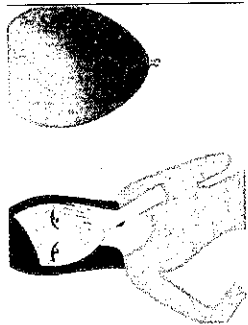
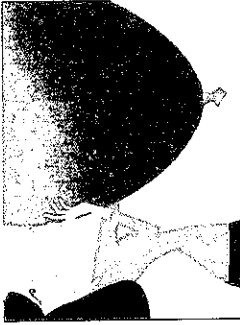
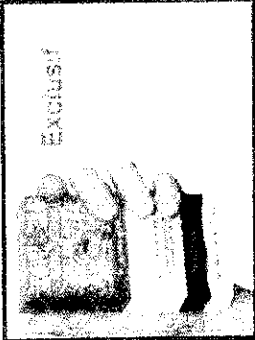
30' + 20'

Neutrogena®

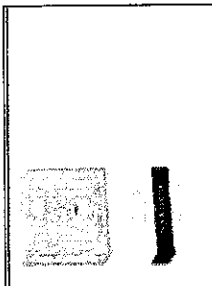
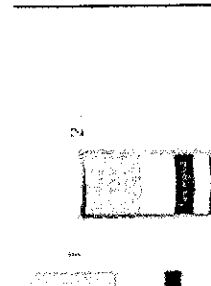
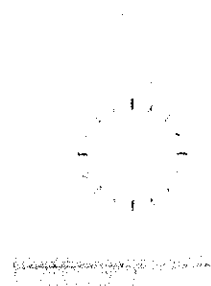
DDB

Frames	Voice-over <i>English / French / German</i>	Shooting Objectives	(Description)
1 		Establish the Neutrogena brand.	This film is in line with the visibly Clear family : simple & direct, white background. ; and a touch of fun for our friends teenager. This will be done by the tone of voice, the music and the execution.
2 	LIPSYNCH <i>This spot?</i> <i>Ce bouton ?</i> <i>Ansatz?</i>	Introduce & connect with the Visibly Clear talent. Set up the insight Establish clearly the analogy : balloon=spot	We connect with the talent, the camera pulls back, we follow her eyes, and discover close to her face a red balloon. Flying.(which symbolizes the classic spot). She clearly introduces the balloon as a spot. The balloon grows a little bit, it is not static, it is climbing a bit.
3 ZOOM 	LIPSYNCH <i>Couldn't resist! I popped it!</i> <i>Je n'ai pas résisté ! Je l'ai percé !</i> <i>Wunderbar kann ich's nicht lassen</i> <i>Ich drück sie aus!</i>	Make clear that the copy is about popped spots (vs. classic spots). Develop & dramatize the insight ie. the bad habit of popping.	She can't resist popping it ! She does it with the help of a needle that we need to identify (about 5 cm sized) She is feeling guilty but still smiling.

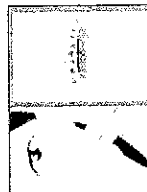
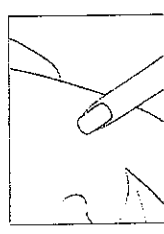
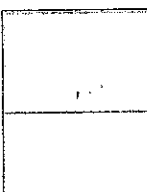
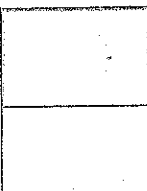
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Frames	Voice-over	Shooting Objectives	(Description)
4  CUT		Now it is worse. Final stage of the insight to communicate the guilt & consequence of popping : We have to feel that she regrets	Cut. She is unhappy (not desperate). Another balloon appears and now is bigger and the red is even more visible. Then the balloon is growing more and more
5  CUT	Now it's worse. <i>Maintenant, c'est pire</i> <i>Ah! damn winds (our mood)</i> <i>collabore!</i>	Continuing frame 4, dramatizing the consequence and her desire to stop it.	The balloon is now huge (but not ridiculously so). The camera does a circular movement, and finishes by the girl subjective view.
6  CUT	New. <i>Nouveau ...</i> <i>Nou.</i>	Arrival of the solution ! Introduction of the product and its newness / exclusivity in the market.	Cut : product introduction in a dynamic simple movement. The hand holding the product arrives from the left side of the screen (as in the photomatic).

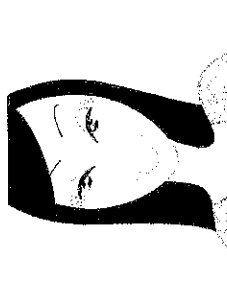
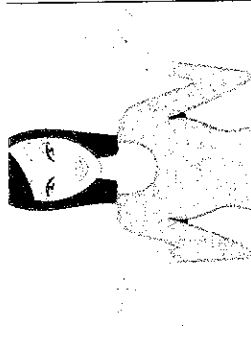
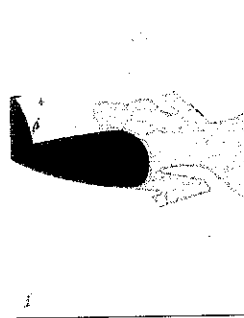
Neutrogena®

Frames	Voice-over	Shooting Objectives	(Description)
FADE 	Visibly clear ... Visibly Clear, Das ist sichtbar klar.	Dramatization of the kit concept.	The lotion flies out of the box, following by blue transparent patches behind it.
	Popped Spot Kit Kit Boutons Perçés Popped Spot Kit		
	only from Neutrogena une exclusivité Neutrogena Set von Neutrogena (Spezial für angedunkelte Poren).	Dramatization of the kit concept With a final focus on the patch	The lotion land on a white reflecting surface. Several patches fly in a circular movement behind it. Slowly they make a pile.
			The camera zoom in on the pile. Focus on the last patch. Before landing on the top of the pile we see the patch right in front (transparent material is shown by lights effects). The patch is surrounded by a circular graphic effect that increase is visibility. A super « Healing patches » appears.

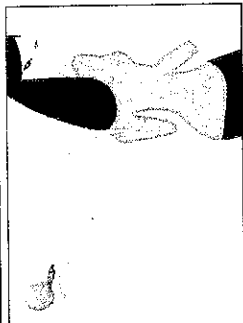
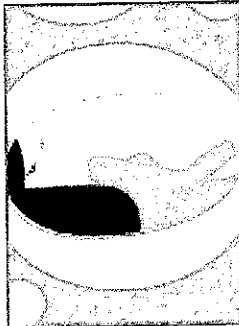
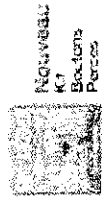
Neutrogena®
Healing patches

Frames	Voice-over	Shooting Objectives	(Description)
11 CUT 	Its purifying ... Sa lotion purifiante ... Die Reinigungs-lotion.	To establish the easy usage which is : ➤ The application of the lotion on a cotton wool.	Cut. The camera zoom in on the action We see the end of this movement (even if we will shot it entirely) ie. the cotton wool move away from the bottle.
12-13-14 CUT   	...helps to eliminate impurities. ... aide à éliminer les impuretés. ...Beizigt Unreinheiten ...reinigt	Dramatise the lotion efficiency & reinforce usage pattern (how to use it) For regulatory concerns, the drop of lotion must target all the impurities which are on the skin's surface (vs. spot only.) Introduce the clear skin benefit	The screen splits in two parts. The side by side helps to understand in close up the action on the skin (3 D), without missing the eye contact of the talent. As in the photomatic, she applies the cotton wool on her face. As soon as she finishes the lotion application, the lotion drop penetrates into the red popped spot symbolically destroying impurities by breaking-up the letters.
15-16-17 CUT   	Its (special) repairing patch helps to heal skin fast. Son patch réparateur favorise une cicatrisation rapide(de la peau) Ihr (spezielles) Reparatur-Patch hilft die geschädigte Pickel schnell abzuheilen	Continue the easy to use product usage : ➤ Dramatise the fast healing. Communicate the discreetness & efficiency of the patch.	Cut : the camera is even more close up. We follow the demo with the patch application, same side by side : the fast healing is exaggerated by a graphic clock. We clearly identify the action of application of this patch on the face, as in the photomatic, we clearly see the patch unrolling on the skin.

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Frames	Voice-over	Shooting Objectives	(Description)
18 		Key benefit beauty shot & connection with the talent.	Cut: we reconnect with the talent by a beauty shot (without any patch on her face). Slight circular dollying. She is happy.
19 	LIPSYNCH <i>My popped spot?</i> <i>Mon bouton percé ?</i> <i>Aufgedrehtes Pickel?</i>	Beauty shot to highlight the perfect skin she has & connect the talent with the audience through some playfulness.	Zoom out from frame #11 The camera pulls back, showing the talent asking the consumer to look for the spot. She is playing with us and is happy.
20 		Begin dramatisation of popped spot disappearing simply quickly. Gives a touch of complicity with the consumer.	2 options to be shot : She hold the balloon and lets it go She doesn't hold it The camera enlarge to a wider frame : the balloon deflates, flying all over the place... KK 's attitude is playful & triumphant.

Neutrogena®

Frames	Voice-over	Shooting Objectives	(Description)
21 	LIPSYNCH <i>Out of here!</i> <i>Envolé !</i> <i>(french way)</i>	To finish 13, highlight : - The spot disappearing - The simplicity and quick efficiency of the product	... and disappears. We have KK smiling to the camera, her attitude is « job done ». Option 1 - She shows the balloon with her finger in a natural way. Option 2 - she lets go of the balloon
22 	<i>New.</i> <i>Nouveau</i> <i>(french)</i>	Beauty shot & playful connexion.	We close on her in an eye blink.
23 	<i>Visibly Clear Popped Spot Kit from Neutrogena.</i> <i>Visibly Clear Kit Boutons Percés de Neutrogena</i> <i>Visibly Clear Popped Spot Kit from Neutrogena.</i>	Highlight the newness of the product. Branding	Pack-shot : static, on the same white background. Another option to be shot : this kit + a box of patches (for later airings)

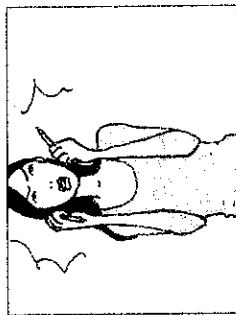
Neutrogena®



Spot Stress control : 30" Version Scrub



She breaks the pen.



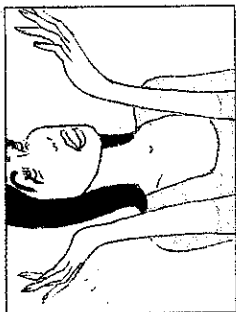
Ugh!



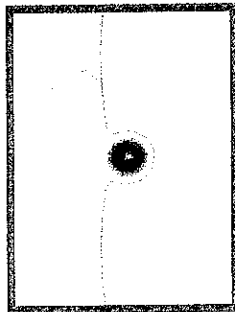
Scrub,



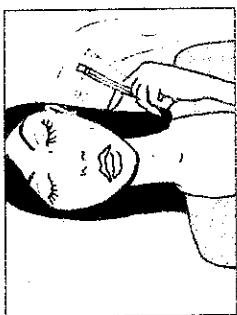
When I get stressed, I get spots



Any help here ?



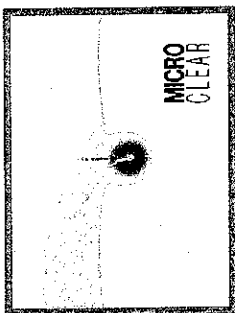
so I have one less stress



Then I



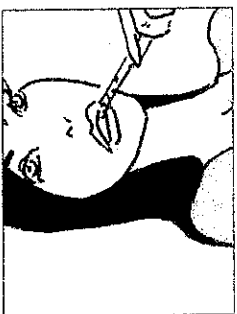
New Neutrogena



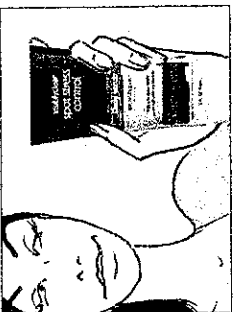
with exclusive MicroClear,
it penetrates twice



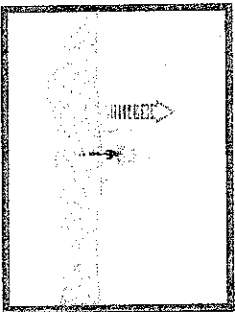
to deal with.



get more stressed



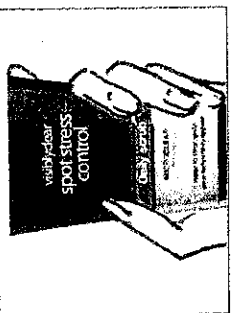
Spot Stress Control



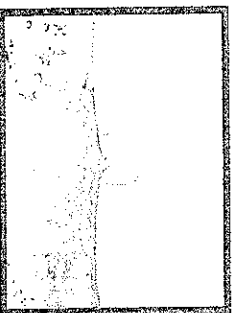
deeper right at the source to clear
spots even before they appear.



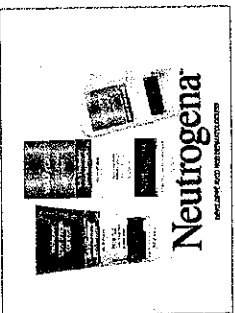
«because I've got spots»



Daily



It clears my spots.



New Spot Stress control
from Neutrogena.



Spot Stress control : 30" Version Foam

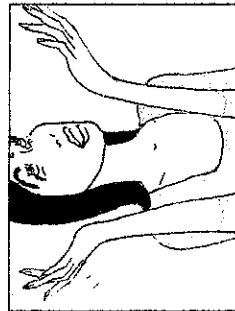


When I get stressed, I get spots

She breaks the pen.



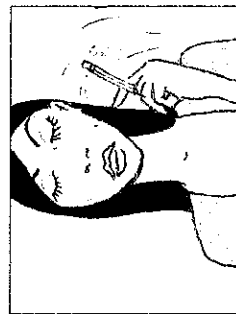
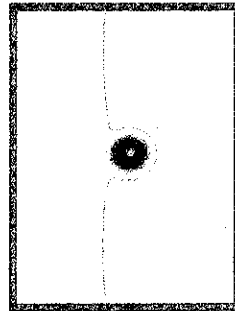
Ugh!



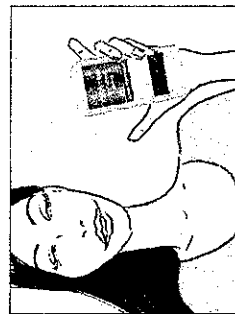
Any help here ?



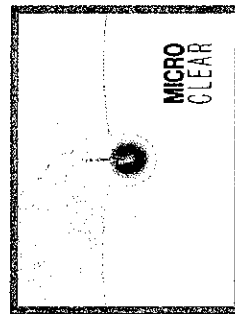
Foam Wash,



Then I



New Neutrogena



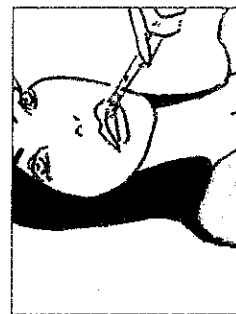
with exclusive MicroClear, it penetrates twice



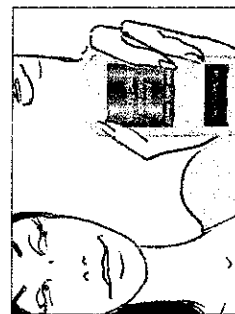
so I have one less stress



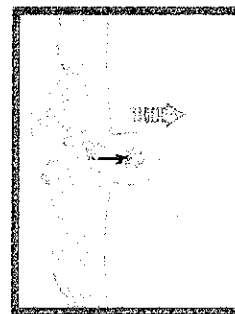
to deal with.



get more stressed



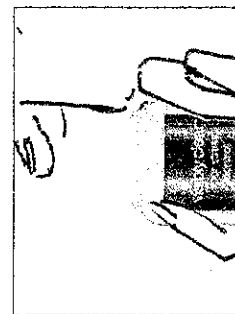
Spot Stress Control



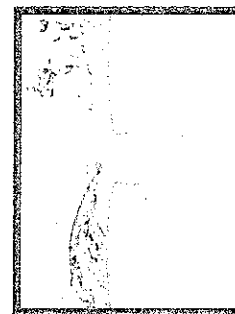
deeper right at the source to clear spots even before they appear.



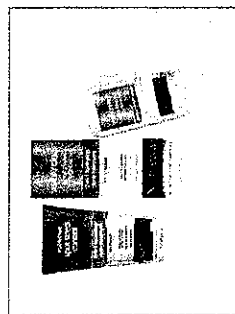
«because I've got spots «



Daily



It clears my spots,

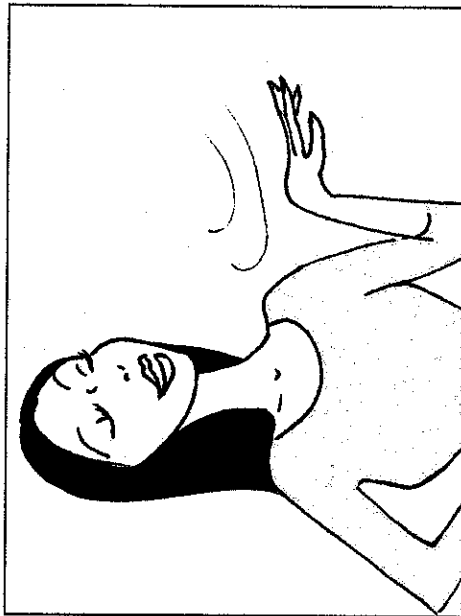


New Spot Stress control from Neutrogena.



05/12/07

End alternative 1

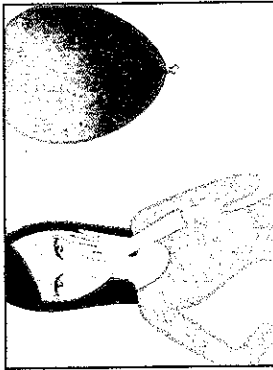


End alternative 2



End alternative 3

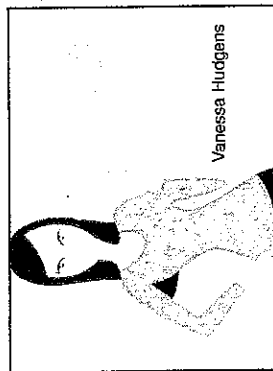




Now it's worse.

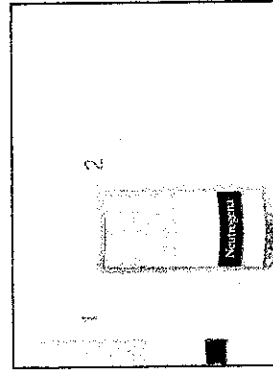
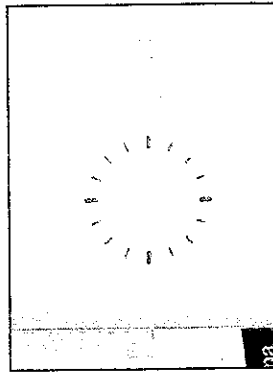


Couldn't resist! I popped it!

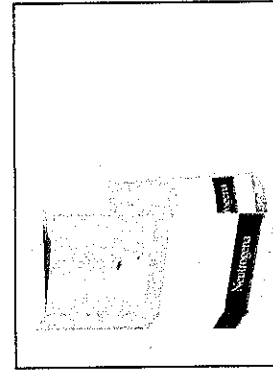


Vanessa Hudgens

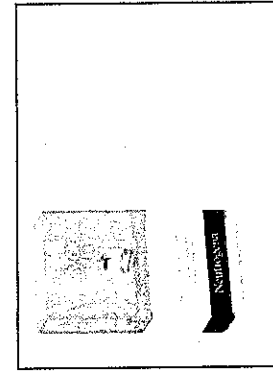
This spot?



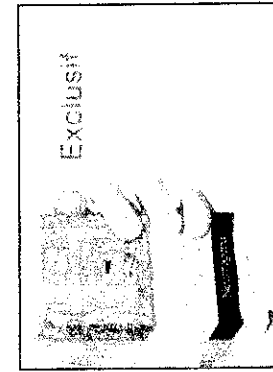
only from Neutrogena :



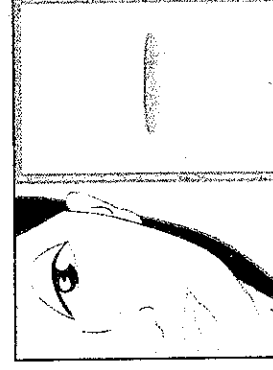
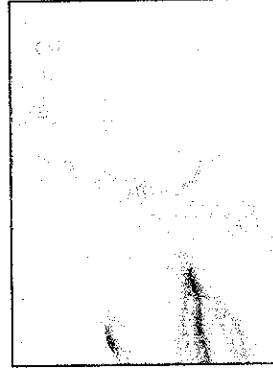
Popped Spot Kit,



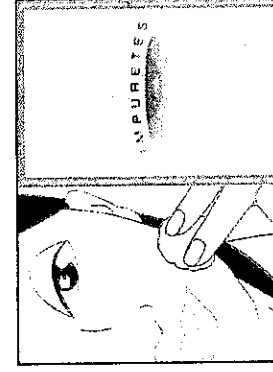
Visibly clear



New.



2. Its (special) repairing



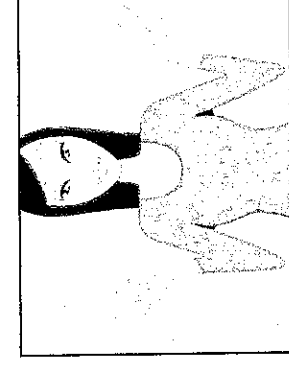
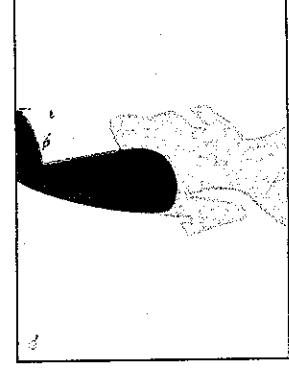
impurities.



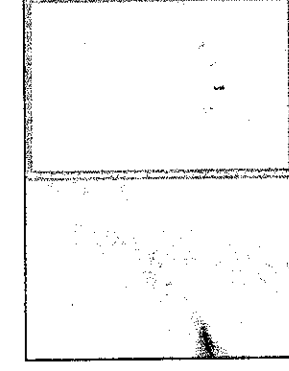
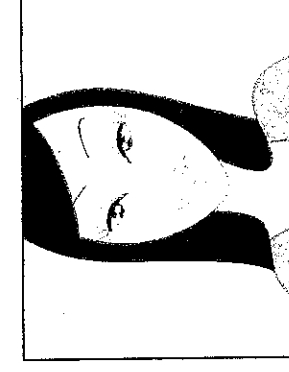
helps to eliminate



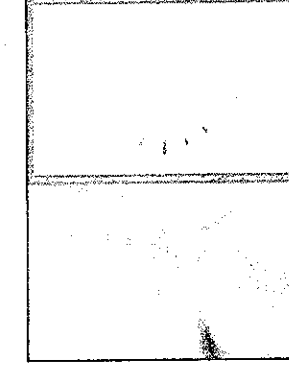
1. Its purifying



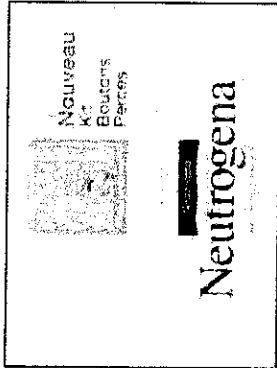
My popped spot?



to heal skin fast.



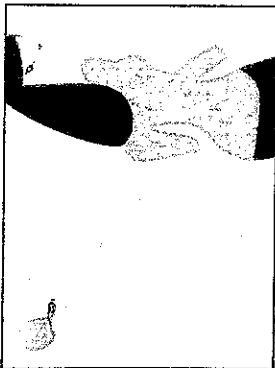
patch helps



Visibly Clear Popped Spot Kit from Neutrogena.



New.



Out of here!

DDB^oNeutrogena[®]Post ProductionPOST NEED ALL PACKAGING ASAP

<u>VC Popped</u>	Version Dated : 30.11.07	
	Post	In Camera
Frame 1 :	Neutrogena O	
Frame 2 :	Balloon	Plate Shot : Biggest Red Balloon
		Plate Shot : Reflection in Chrome
Frame 3 :	Balloon Bursting	
Frame 4 :	Balloon Reappearing	
Frame 5 :	Balloon Growing	
Frame 6 :		Clean Product Shot of Box
Frame 7 :	Post	
Frame 8 :	Post	
Frame 9 :	Post	
Frame 10 :	Post	
Frame 11 :		Clean Product Shot of Bottle
Frame 12 :		
Frame 13 :	Post	Face for 16 :9 & 4 : 3 safe
Frame 14 :	Post	Face for 16 :9 & 4 : 3 safe
Frame 15 :	Post	With and without patch
Frame 16 :	Post	Face for 16 :9 & 4 : 3 safe
Frame 17 :	Post	Face for 16 :9 & 4 : 3 safe
Frame 18 :		
Frame 19 :		
Option for Client : Girl holding balloon while it deflates - tbc		
Frame 20 :	Post Balloon bursting	
Frame 21 :	Post Balloon going	
Frame 22 :	Post Neutrogena O	
Frame 23 :	Post	Clean Product shot in Camera

DDB°

Neutrogena

Acne Stress Version dated : 28.11.07

Either /Or Scrub or Foam to be Posted, but both must be shot.

Frame 1	:	Post Neutrogena	
Frame 2	:		
Frame 3	:		
Frame 4	:		
Frame 5	:		
Frame 6	:		
Frame 7	:		
Frame 8	:	Post	Potentially shoot in Reverse- tbc Both Scrub and Foam Packaging
Frame 9	:		
Frame 10	:		
Frame 11	:	Post Scrub/Water in Post	Shoot Plate of Packaging & Foam
Frame 12	:		
Frame 13	:	Post	
Frame 14	:	Post	
Frame 15	:	Post	
Frame 16	:	Post	
Frame 17	:		
Frame 18	:		
Frame 19	:		
Frame 20	:	Post Neutrogena O	
Frame 21	:	Product Shot	Clean Product Shot, Individually and with one moving in

Film Acne Stress Control**English Version :**

When I get stressed, I get spots
Then I get more stressed "because I've got spots"
Ugh ! Any help here ?

New Neutrogena Spot Stress Control Daily foam wash (Daily Scrub)
With exclusive Micro Clear it penetrates twice deeper right at the source
to clear spots even before they appear.

LIPSYNCH

It clears my spots, so I have one less stress to deal with.

New Spot Stress control from Neutrogena

French Version:

Quand je stresse, j'ai des boutons,
Et plus j'ai des boutons, plus je stresse !
Argh ! A l'aide !

Quand je stresse, j'ai des boutons,
Après je stresse encore plus, parce que j'ai des boutons.
Argh ! A l'aide !

Quand je stresse, j'ai des boutons,
Après je suis stressée, parce que j'ai des boutons !
Argh ! A l'aide !

Nouveau Neutrogena Mousse Quotidienne Spot stress Control.
Avec sa technologie exclusive Micro Clear, il pénètre deux fois plus
profondément pour supprimer (/traiter) les boutons à la source avant même
qu'ils n'apparaissent.

V1 : Fini les boutons ! Fini le stress !
V2 : Bye Bye les boutons ! Bye Bye le stress !
V3 : Adieu les boutons ! Adieu le stress !
V4 : Boutons traités, stress, envolé !

Nouveau Spot stress Control de Neutrogena.

**Acne Stress Control
English Scripts
Dec 5th 2007**

English version Foam

LIPSYNCH

When I get stressed, I get spots
Then I get more stressed "because I've got spots"
Ugh ! Any help here ?

Voice Over

*New Neutrogena Spot Stress Control Daily foam wash
With exclusive Micro Clear it penetrates twice deeper right at the source to clear spots even before
they appear.*

LIPSYNCH

It clears my spots, so I have one less stress to deal with.

Voice Over

New Spot Stress control from Neutrogena

English version Scrub

LIPSYNCH

When I get stressed, I get spots
Then I get more stressed "because I've got spots"
Ugh ! Any help here ?

Voice Over

*New Neutrogena Spot Stress Control Daily scrub wash
With exclusive Micro Clear it penetrates twice deeper right at the source to clear spots even before
they appear.*

LIPSYNCH

It clears my spots, so I have one less stress to deal with.

Voice Over

New Spot Stress control from Neutrogena

DDB^o

Neutrogena^o



English version :

LIPSYNCH

This spot?

Couldn't resist! I popped it!

Voice Over

Now it's worse.

New. Visibly clear Popped Spot Kit, only from Neutrogena

Its purifying lotion helps to eliminate impurities.

Its (special) repairing patch helps to heal skin fast.

LIPSYNCH

My popped spot?

Out of here!

Voice Over

New. Visibly Clear Popped Spot Kit from Neutrogena.

2. Shooting board. Acne Stress Control

French

Awaiting for approval

English

German



#1

Voice to
Camera

LIPSYNCH

When I get stressed, I
get spots

LIPSYNCH

Quand je stresse, j'ai
des boutons,

[ká ʒə stRɛs, ʒə de butõ]

LIPSYNCH

„Wenn ich Stress hab’,
krieg ich Pickel.



#2

Voice to
Camera

LIPSYNCH

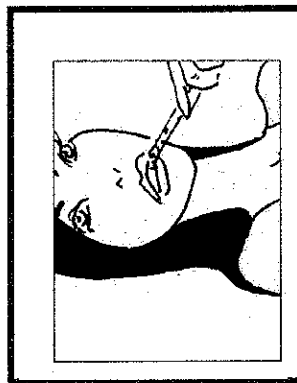
Then I

LIPSYNCH

Et plus
[e ply]

LIPSYNCH

Dann -



#3

Voice to
Camera

LIPSYNCH

get more stressed

LIPSYNCH

je stresse,
[ʒə stRɛs]

LIPSYNCH

bin ich noch gestresster



#4

Voice to
Camera

LIPSYNCH

“because I’ve got spots”

LIPSYNCH

plus j'ai de boutons !
[ply ʒə de butõ]

LIPSYNCH

wegen der Pickel

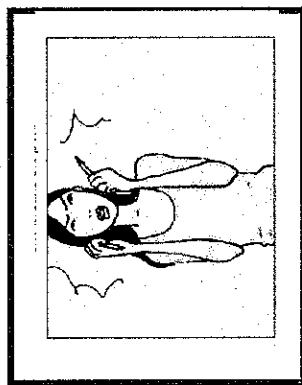
2. Shooting board. Acne Stress Control

French

Awaiting for approval

English

German



#5

Voice to
Camera

LIPSYNCH

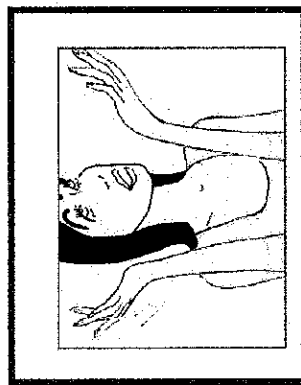
Ugh !

LIPSYNCH

Argh !

LIPSYNCH

Ugh.



#6

Voice to
Camera

LIPSYNCH

Any help here ?

LIPSYNCH

A l'aide !

[a lɛd]

LIPSYNCH

Hilft mir jemand?



#7

Voice to
Camera

LIPSYNCH

It clears my spots,

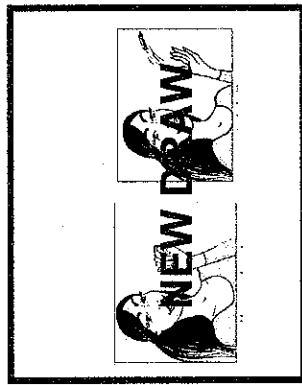
LIPSYNCH

Fini les boutons !

[fini le butɔ̃]

LIPSYNCH

Es beseitigt meine Pickel



#8

Voice to
Camera

LIPSYNCH

so I have one less stress
to deal with.

LIPSYNCH

Fini le stress !

[fini le strɛs]

LIPSYNCH

Ein Stressfaktor weniger.

1. Shooting board. Popped Spot Kit – Lypsynchron Part

	<u>English</u>	<u>French</u>	<u>German</u>
#1 Voice to Camera	This Spot	Ce bouton ? [s_ butö ?]	Pickel? [Pickle?]
#2 Voice to Camera	Couldn't resist! I popped it!	Je n'ai pas résisté ! Je l'ai percé ! [_ ne pa Reziste ! _ le p_Rse !]	Manchmal kann ich's nicht lassen. Ich drück sie aus! [Munch-mal cun ish ni-sht lass-in. Ish dr-ook zee ow-s!]
#3 Voice to Camera	My popped spot?	Mon bouton percé ? [mô butö p_Rse ?]	Aufgedrückte Pickel? [Owf-ge-druck-ta pickle?]
#4 Voice to Camera	Out of here!	Envolé ! [äv_le!]	Einfach weg! [Ine-fuck veck!]

Neutrogena®

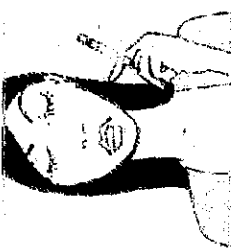
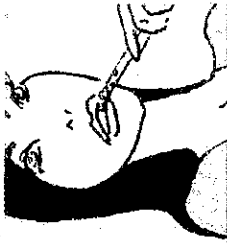
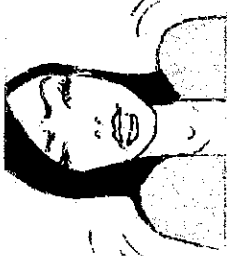
Foreign Languages
Visibly Clear
Acne Stress control
Scrub & Foam

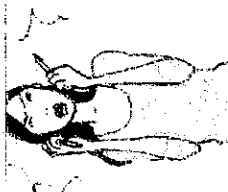
30"

November 28th

Neutrogena®

DDB

DDB Frames	Voice-over English	Voice over French (awaiting for final approval	Voice over German
1 	LIPSYNCH When I get stressed, I get spots	<u>LIPSYNCH</u> Quand je stresse, j'ai des boutons, [kã ʒə stRɛs, ʒə də butõ]	LIPSYNCH „Wenn ich Stress hab', krieg ich Pickel.
2 	LIPSYNCH Then I	<u>LIPSYNCH</u> Et plus [e ply]	LIPSYNCH Dann -.
3 	LIPSYNCH get more stressed	<u>LIPSYNCH</u> je stresse, [ʒə stRɛs]	LIPSYNCH bin ich noch gestresster
4 	LIPSYNCH "because I've got spots"	<u>LIPSYNCH</u> plus j'ai de boutons ! [ply ʒə də butõ]	LIPSYNCH wegen der Pickel
Neutrogena®			

Frames	Voice-over English	Voice over French (awaiting for final approval)	Voice over German
5 	LIPSYNCH Ugh !	<u>LIPSYNCH</u> Argh !	LIPSYNCH Ugh.
6 	LIPSYNCH Any help here ?	<u>LIPSYNCH</u> A l'aide ! [a lɛd]	LIPSYNCH Hilfe mir jemand?

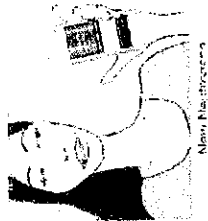
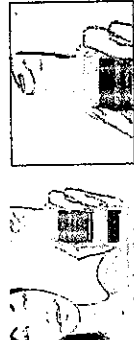
SCRUB VERSION

Frames	Voice-over English	Voice over French (awaiting for final approval	Voice over German
7 	New Neutrogena	Nouveau Neutrogena	Neu: Neutrogena
8-9 	Spot Stress Control	Spot stress Control.	Spot Stress Control Alt. 1: Anti-Pickelstress. Alt. 2: Pickel Stress Control
10 	Daily scrub wash	Gommage Quotidien	Daily Scrub wash Alt. 1: tägliche Reinigung.

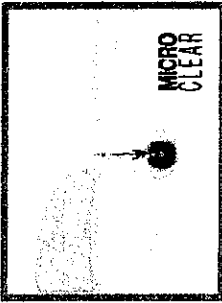
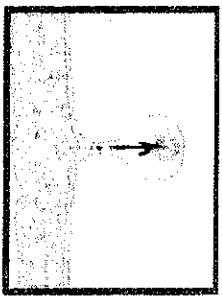
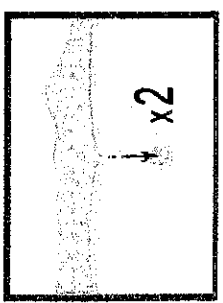
Neutrogena®

FOAM VERSION

DDB

Frames	Voice-over English	Voice over French (awaiting for final approval)	Voice over German
7 	New Neutrogena	Nouveau Neutrogena	Neu: Neutrogena
8-9 	Spot Stress Control	Spot stress Control.	Spot Stress Control Alt 1: Anti-Pickelstress Alt 2: Pickel Stress Control
11 	Daily foam wash	Mousse Quotidienne	Daily foam wash Alt 1: Tägliche Waschlotion

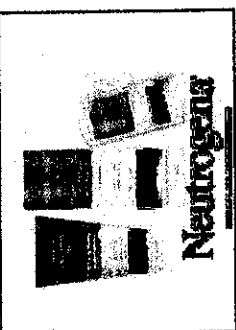
Neutrogena

Frames	Voice-over English	Voice over French (awaiting for final approval)	Voice over German
12 	With exclusive Micro Clear, it penetrates twice deeper	Avec sa technologie exclusive Micro Clear, il pénètre deux fois plus profondément	Einzigartige Mikro-Perlen reinigen zweifach tiefer
13 	right at the source		
	to clear spots even before they appear.	pour supprimer les boutons à la source avant même qu'ils n'apparaissent.	und beseitigen Pickel bevor sie erscheinen

Neutrogena®

Frames	Voice-over English	Voice over French (awaiting for final approval)	Voice over German
16 	<u>LIPSYNCH</u> It clears my spots,	<u>LIPSYNCH</u> Fini les boutons ! [fini le butô]	<u>LIPSYNCH</u> Es beseitigt meine Pickel
17 			
18 	<u>LIPSYNCH</u> so I have one less stress to deal with.	<u>LIPSYNCH</u> Fini le stress ! [fini le stres]	<u>LIPSYNCH</u> Ein Stressfaktor weniger.
19 			

Neutrogena®

Frames	Voice-over English	Voice over French (awaiting for final approval)	Voice over German
	New Spot Stress control from Neutrogena	Nouveau Spot stress Control de Neutrogena	Neu: Spot Stress Control von Neutrogena. Alt. 1 (Neu: Anti-Pickelstress von Neutrogena.) Alt. 2 (Neu: Pickel Stress Control von Neutrogena.)

Neutrogena®

Neutrogena®

**Foreign languages
Visibly Clear**

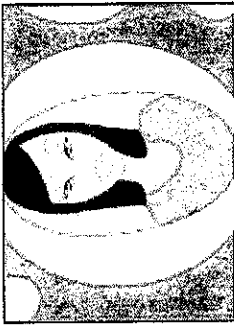
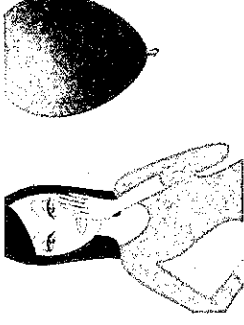
December 5th 2007

Popped Spot Kit

30" + 20"

DDB

Neutrogena®

DDB Frames	Voice-over English	Voice over French	Voice over German
1 			
2 	<u>LIPSYNCH</u> This spot?	<u>LIPSYNCH</u> Ce bouton ? [sə butō ?]	<u>LIPSYNCH</u> Pickel? [Pickle?]
3 	<u>LIPSYNCH</u> Couldn't resist! I popped it!	<u>LIPSYNCH</u> Je n'ai pas résisté ! Je l'ai percé ! [ʒə ne pa Reziste ! ʒə le pɛRse !]	<u>LIPSYNCH</u> Manchmal kann ich's nicht lassen. Ich drück sie aus! [Munch-mal cun ish ni-sht lass-in. Ish dr-ook zee ow-s!]
4 			Neutrogena®

DDB

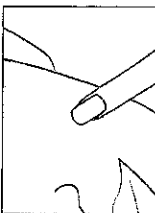
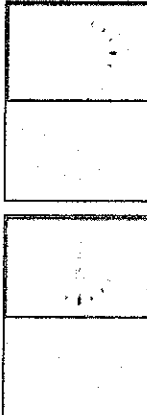
Paris

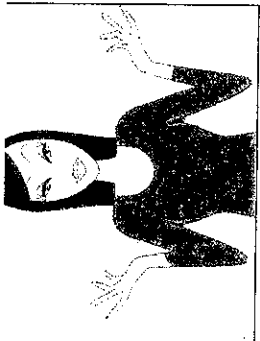
CUT

Frames

	Voice-over English	Voice over French	Voice over German
5	Now it's worse.	Maintenant, c'est pire	Aber dann wird's (nur noch) schlimmer!
6	New. Visibly clear...	Nouveau Visibly Clear	Neu. Das erste Visibly Clear
7-8-9-10	Popped Spot Kit, only from Neutrogena	Kit Boutons Percés, une exclusivité Neutrogena	Pickel-Soforthilfe-Set von Neutrogena (speziell bei aufgedrückten Pickeln)
11	Its purifying lotion ...	Sa lotion purifiante ...	Die Reinigungs lotion...

Neutrogena®

Frames	Voice-over English	Voice over French	Voice over German
12-13-14  	...helps to eliminate impurities.	... aide à éliminer les impuretés.	...beseitigt Unreinheiten porentief.
15-16-17 CUT  	Its (special) repairing patch helps to heal skin fast.	Son patch réparateur favorise une cicatrisation rapide(de la peau)	Der (innovative) Repair-Patch hilft aufgedrückte Pickel schnell abzuheilen.
18 			Neutrogena®

Frames	Voice-over English	Voice over French	Voice over German
19 	<u>LIPSYNCH</u> My popped spot?	<u>LIPSYNCH</u> Mon bouton percé ? [mõ butõ pɛRse ?]	<u>LIPSYNCH</u> Aufgedrückte Pickel? [Owf-ge-druck-ta pickle?]
20 			
21 	<u>LIPSYNCH</u> Out of here!	<u>LIPSYNCH</u> Envole ! [ãvole!]	<u>LIPSYNCH</u> Einfach weg! [Ine-fuck veck!]

Neutrogena®



Frames	Voice-over English	Voice over French	Voice over German
22 	New.	Nouveau	Neu.
23 	Visibly Clear Popped Spot Kit from Neutrogena.	Visibly Clear Kit Boutons percés de Neutrogena.	Visibly Clear Pickel-Soforthilfe- Set von Neutrogena.

Neutrogena®

Pre Light Date: Tuesday, December 11, 2007
 Shoot Dates: Wednesday, December 12, 2007
 Thursday, December 13, 2007

Location: **GMT Studios - Stage 6**
 5721 Buckingham Parkway
 Culver City, CA 90230

Stage 6 Tel: 310.348.6600

310.348.6601

Stage 6 Fax: 310.348.6606

Contact: Rachel Staples
 310.649.3733

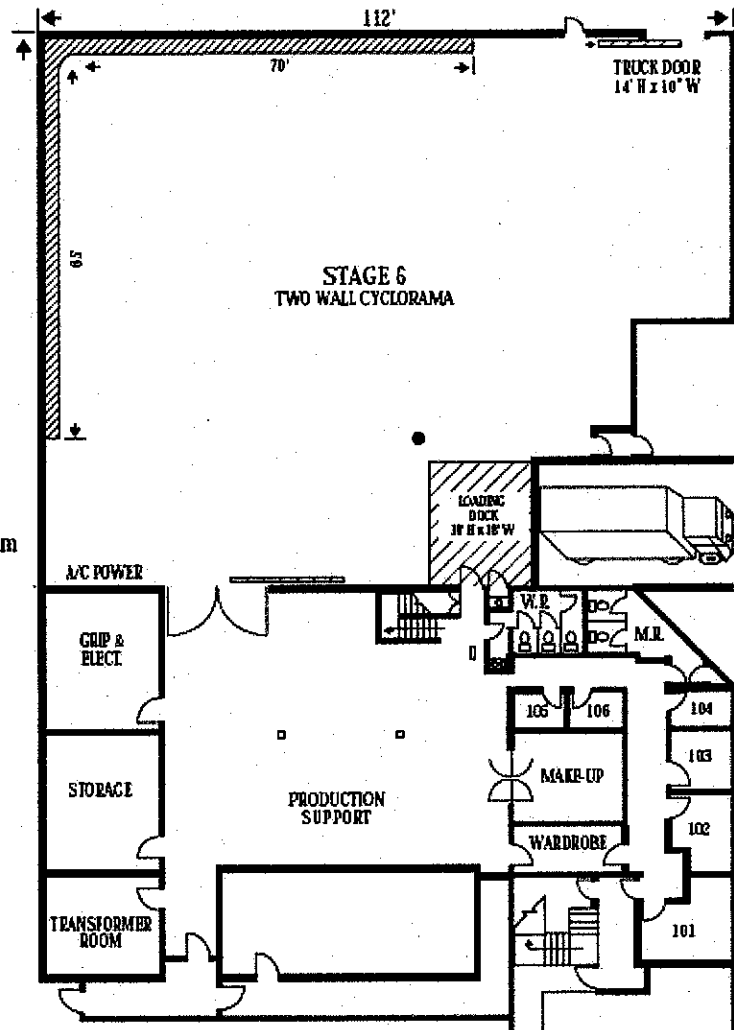
Stage Manager: TBD

Specs:

- 112'x 88'x 24' grid
- 16,200 square feet total
- 9,800 square feet of stage space
- Two wall Cyclorama (65' x 70' x 24')
- 3,400 square feet (14' high) production support
- 3600 amps of stage power
- Separate make-up & dressing room
- Production offices with electronic phone system
- Loading dock 10' high x 18' wide
- Drive-in truck door 14' high x 10' wide
- 41 reserved parking spaces

Tue Dec 11	Sunny	63°/46°	10%	63°F
Wed Dec 12	Sunny	63°/47°	10%	63°F
Thu Dec 13	Mostly Sunny	63°/47°	10%	63°F

Last Updated Dec 04, 11:08 AM PT [Printable Forecast](#)



ROLE

Vanessa Anne Hudgens

NAME

Vanessa Anne Hudgens

CONTACT

Agent: Brian Dubin/Strand Conover
Phone: 212.903.1184
Fax: 212.903.1324
Cell:



Vanessa Anne Hudgens

ROLE

Hand Model

NAME

Lena Khattar

CONTACT

Agent: Body Parts Models
Phone: 310.275.8263
Fax: 310.273.5878
Cell:

ROLE

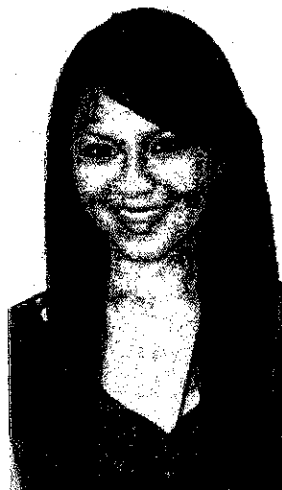
Stand In

NAME

Roxy Medina

CONTACT

Agent: Prime Casting
Phone: 323.962.0377
FAX: 323.466.4166
Cell: 323.394.3399



SPOT

2. ACNE STRESS SPOT

WARDROBE

Pale Green, Aqua Top
Scooped Neck



Full length Pants
Beige, Natural in color



SPOT

1. VC POPPED SPOT

WARDROBE

3/4 Length Sleeve Shirt
Scooped Neck
More options, but this type



Full length Pants
Beige, Natural in color
More options, but this type

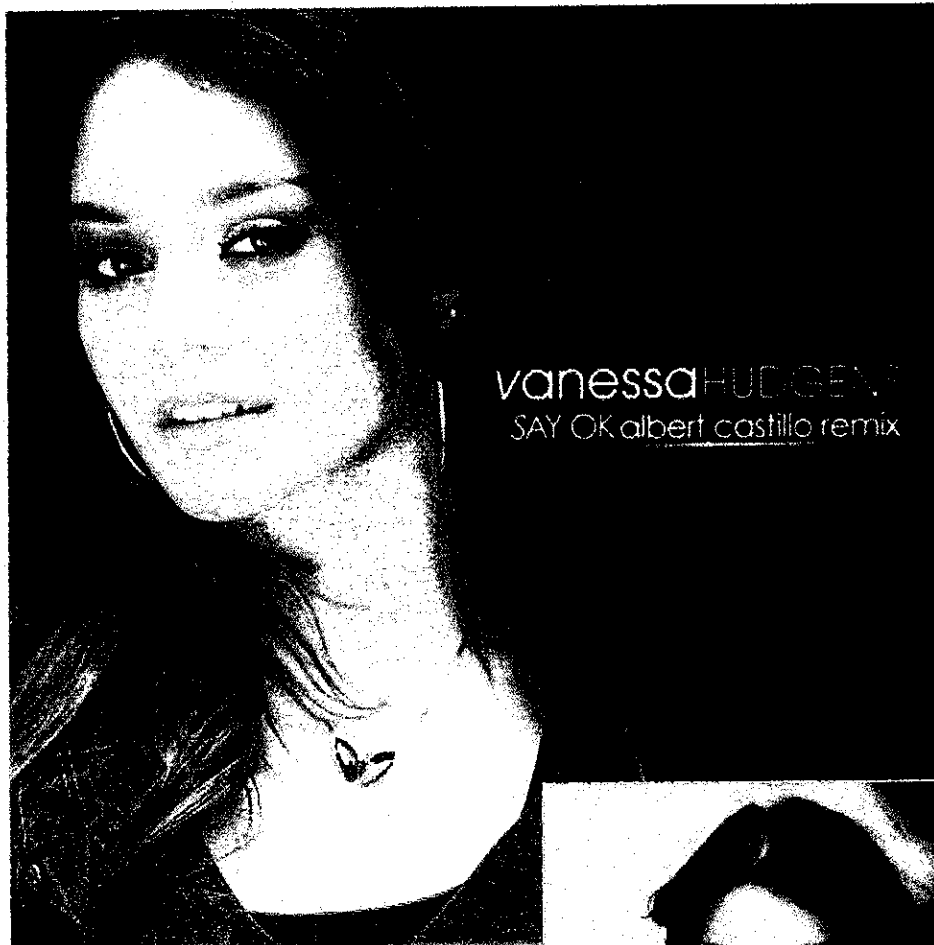


Style intentions
Film Acne stress

Hair-

Vanessa has long thick hair, we must keep it natural, but we have to sophisticate them. We need to calm down her curls. We have to sweep one's hair back to focus on her luminous skin.

She must looks more like a young woman rather a teenager.



Make-up- Acne stress

Vanessa has a young skin, we have to keep her natural complexion.

The goal is to make her a luminous skin.

It's a light make-up, with fresh and luminous colour tone, But softly sophisticated, With can have soft light eyelid, soft blush. more defined.

Luminous skin



Stylism: acne stress control

Mood: Same young, casual, simple and graphic stylism as for the last VC commercials.

Top: Color palate: orange or white (depend of the background)

Material: Light, soft and simple & feminine(jersey, coton, nothing shiny)

Trouser: Color palate: stone

Material: coton, nothing shiny

Choice A



Proposal of orange touch
in the background.

Choice B



Or bring the light green
colour on the top.

cropped pants
or stone trouser



Stylism: popped spot kit

Mood: Same young, simple and graphic stylism as for the last VC commercials.

Top: Color palate: Orange. Material: soft and simple (coton, nothing shiny)

Shape: top with various necknes (V...) and long or three quarter sleeves.

Trouser: dark blue jean or grey jean

Must be feminine close to the body, let's try different shape, with middle or longue sleeves (not without)

Shape only



Top colour

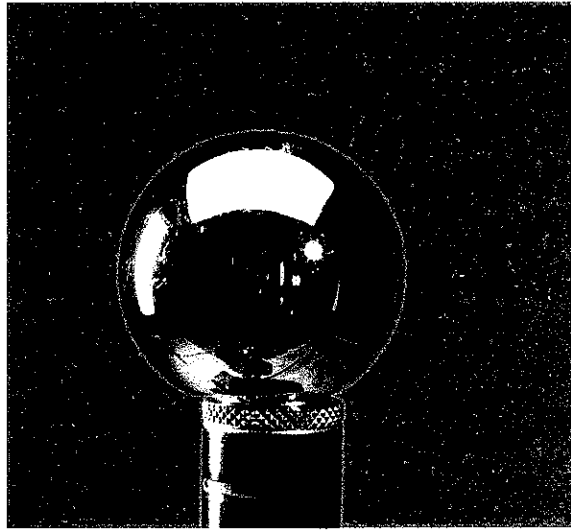


+
Dark blue jean
Skinny or classic

Vanessa 's style: what we don't want

- Too much make up - too curly hair - cheap clothes.







Job # 2007-086

CREW**CREW**

DIRECTOR	KEN NAHOUM	OFC	212.924.8880
PRODUCER	CORY NAHOUM	OFC	212.924.8880
PRODUCER	KIM BRADSHAW	CELL	213.200.8734 rellainc@mac.com

PRODUCTION

PRODUCTION SUPERVISOR	GENO IMBRIALE	CELL	310.809.8913 geno3231@mac.com
ASST. PROD. SUPERVISOR	TENEIL MOORE	CELL	310.428.6619
		EFAX	310.564.0464 teneil@mac.com
PRODUCTION ASSISTANT (OFFICE)	MELANEE YOUNG	CELL	831..239.7609 melanee.young@gmail.com
PRODUCTION ASSISTANT (PRODUCTION TRUCK)	T LEGRONE	CELL	213.284.4389
PRODUCTION ASSISTANT	GRANT SMITH	CELL	808.264.0249
PRODUCTION ASSISTANT	ANDRE YOUNG	CELL	213.284.4389
PRODUCTION ASSISTANT	KENHALO MILLIAN	CELL	310.926.8897
1ST ASST. DIRECTOR	NICK CONROY	CELL	323.333.3482

CAMERA

DIRECTOR OF PHOTOGRAPHY	ROLF KESTERMAN	CELL	323.428.8478
1ST ASST. CAMERA	STEVE KENNISON	CELL	310.503.3542

EDGE**Neutrogena**

Job # 2007-086

CREW**ELECTRIC & GRIP**

GAFFER SHAWN HELGEDALEN CELL 805.368.1812

KEY GRIP KENNY JONES CELL 661.305.3531

ART DEPARTMENT

ART DIRECTOR EVAN ROHDE CELL 310.990.7173

GLAM

WARDROBE STYLIST IRENE ALBRIGHT CELL 917.319.8143

HAIR CHRIS McMILLAN CELL 310.558.7656

MAKE UP FRANCESCA TOLOT CELL 310.394.8813

VTR / SOUND / SCRIPT

VTR MICHAEL DORFMAN CELL 818.404.5179

michaeldorfman@sbcglobal.net

SOUND DAVE SOUND CELL 310.345.4915

BOOM OP TOM CATON CELL 562.472.5759

SCRIPT SUPERVISOR BRITTA MARTINEZ CELL 213.503.5777

EDGE

Neurogena

Job # 2007-086

CREW

ADDITIONAL CREW

DIALECT COACH	BERNIE HILLER	CELL	818.625.8300
CRAFT SERVICE	PETRA PALOVICH	CELL	310.429.9297

VENDORS

AGENT	SHELDON PROSNIT AGENCY	PHONE	310.652.8778
Art Director	800 S. Robertson Blvd, Ste 6	FAX	310.652.8772
	Los Angeles, CA 90035	Contact	Gregg
AGENT	ICM	PHONE	310.550.4428
Director of Photography	10250 Constellation Blvd.	FAX	310.248.4687
	Los Angeles, CA 90067	Contact	Tom
AGENT	CLOUTIER	PHONE	310.394.8813
Hair	1026 Montana St	FAX	310.394.8863
	Santa Monica, CA 90403	Contact	Natalie
CAMERA	OTTO NEMENZ INTERNATIONAL	PHONE	323.469.2774
	870 N. Vine St.	FAX	323.469.1217
	Los Angeles, CA 90038	Contact	
CAR RENTAL	CALIFORNIA RENT A CAR	PHONE	310.477.2727
	11725 Santa Monica Blvd	FAX	310.477.9176
	Los Angeles, CA 90025	Contact	Clifford / George
CAR SERVICE	LAND SEA & AIR	PHONE	310.391.6161
CRANE	STRAIGHT SHOOT'R	PHONE	818.340.9367
	6447 Independence Ave.	FAX	818.340.9378
	Woodland Hills, CA 91367	Contact	
DAILIES	RUSHES	TEL	323.954.9494
	7819 Beverly Blvd.	FAX	323.937.9239
	Los Angeles, CA 90036	Contact	Lisa
DOLLY	JL FISHER	TEL	818.846.8366
	1000 W. Isabel	FAX	818.846.8699
	Burbank, CA 91506	Contact	Valerie
ELECTRIC EQUIPMENT	GMT STUDIOS	PHONE	310.649.3733
	5251 Buckingham Parkway	FAX	310.216.0056
	Culver City, CA 90230	Contact	Rachel
GRIP EQUIPMENT	GMT STUDIOS	PHONE	310.649.3733
	5251 Buckingham Parkway	FAX	310.216.0056
	Culver City, CA 90230	Contact	Rachel
INSURANCE	TAYLOR & TAYLOR	PHONE	310.826.7200 ext.223
	12100 Wilshire Blvd. #935	FAX	310.826.9300
	Los Angeles, CA 90025	Contact	MyLinh
LAB	FOTOKEM	PHONE	818.846.3101
	2801 W. Alameda Ave.	FAX	818.841.2130
	Burbank, CA 91505	Contact	Ron
MESSENGER	STERLING MESSENGER	PHONE	310.839.7000

VENDORS

MODELS	BODY PARTS MODELS, INC 2023 Coldwater Canyon Dr. Beverly Hills, CA 90210	TEL 310.275.8263 FAX 310.273.5878 info@bodypartsmodels.com
PRODUCTION SUPPLIES	GMT STUDIOS 5251 Buckingham Parkway Culver City, CA 90230	PHONE 310.649.3733 FAX 310.216.0056 Contact Rachel
PRODUCTION VEHICLES	AVON 7080 Santa Monica Blvd. Los Angeles, CA 90038	PHONE 323.957.3333 FAX 305.672.3604 Contact Alma
RAW STOCK	REEL GOOD 7758 Sunset Blvd Hollywood, CA 90046	PHONE 323.876.5427 FAX 323.876.5428 Contact Roger
SHIPPING	BELLAIR EXPRESS	PHONE 310.216.9200 ACCT 598772
SHIPPING	FEDERAL EXPRESS	PHONE 800.463.3339 ACCT 3345-8478-0
STAGE	GMT STUDIOS 5251 Buckingham Parkway Culver City, CA 90230	PHONE 310.649.3733 FAX 310.216.0056 Contact Rachel
TAPE STOCK	MEDIA DISTRIBUTORS 10960 Ventura Blvd. Studio City, CA 91604	PHONE 818.980.9916 FAX 818.980.9265 Contact Carter
TELEPROMPTER	GREENBERG TELEPROMPTING. LLC 115 S. Olive (Zaccounting Office) Orange, CA 92866	TEL 818.838.4437
UNION SIGNATORY	EXECUTIVE MEDIA SERVICES 1801 N. Hampton Rd., Ste. 300 De Soto, TX 75115 www.emsdallas.com	PHONE 214.637.8636 FAX 214.637.0635 Contact Patricia
VTR EQUIPMENT	DORFMAN DIGITAL 4911 Beck Ave North Hollywood, CA 91601	PHONE 818.404.5179 FAX 323.843.9730 Contact Mike
WALKIE TALKIES	PRO-V COMMUNICATIONS	PHONE 310.280.8880

Exhibit 29

ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS FILM PRODUCTION COST SUMMARY

Bid Date: 5/17/07

Production Co.: **Edge Films**

Address:

New York, N.Y. 10013

Telephone: 212-924-8880

Fax: 212 924 0479

Job #: **TBA**

Contact:

Director: Ken Nahoum

Producer: Edge Films

DP:

Art Director:

Editor:

Pre-Pro/Wrap Days:

Build & Strike Days: Hours:

Pre-light Days: 1 Hours: 10

Studio Shoot Days: 2 Hours: 14

Location Days: Hours:

Location(s): Los Angeles Studio tbd

Agency: **DDB Paris**

Address: 55 Rue d'Amsterdam

75008 Paris

Telephone:

Fax:

Agency Prod: Sally Llewellyn

Agency Art Dir: Aude Commissaire

Agency Writer:

Agency Bus Mgr:

Client: Neutrogena

Product: 3 language versions

Bid Name:

Commercial Title

Code

Length

1. Le Baloon

2. Acne Streets

3.

4.

5.

6.

SUMMARY OF ESTIMATED PRODUCTION COSTS		ESTIMATED	ACTUAL	VARIANCE
1 Pre-production & Wrap Costs	Totals A & C	47,519	49,398.68	1,879.93
2 Shooting Labor	Total B	123,670	82,991.39	(40,678.61)
3 Location & Travel Expenses	Total D	8,238	6,382.65	(1,855.35)
4 Props, Wardrobe, and Animals	Total E	2,500	3,304.88	804.88
5 Studio & Set Construction Costs	Totals F, G, & H	38,948	35,337.96	(3,610.04)
6 Equipment Costs	Total I	36,905	39,068.02	2,163.02
7 Filmstock, Develop and Print	Total J	41,229	19,735.35	(21,493.65)
8 Miscellaneous	Total K	3,350	7,984.87	4,634.87
9 Sub-total A to K		302,359	244,203.80	(58,154.95)
10 Director / Creative Fees (not included in Direct Costs)	Total L			
11 Insurance				
12 Sub-total Direct Costs		302,359	244,203.80	(58,154.95)
13 Production Fee				
14 Talent Costs & Expenses	Totals M & N			
15 Editorial and Finishing	Totals O & P			
16				
17 Other				
18 Other				
19				

Contracted Total

Contingency/Weather Day

GRAND TOTAL

\$302,359

\$244,203.80

(58,154.95)

COMMENTS

A	PRE-PRO & WRAP CREW	Notes	% PT/P&W	OT Based	Days	Rate	OT Hours		ESTIMATED	ACTUAL
							1.5	2.0		
	Line Producer		25.0	10						
	Assistant Director		25.0	12	2	900			1,800	1,800.00
3	Director of Photography		25.0	10	2	3000			6,000	4,000.00
4	Line Producer		25.0	10	7	1000			7,000	7,000.00
5	Camera Assistant		25.0	10	2	550			1,100	1,100.00
6	Art Director		25.0	10						
7	Asst. Art Director		25.0	10						
8	Production Manager		25.0	12	7	550			3,850	4,950.00
9	Production Coordinator		25.0	12	7	350			2,450	3,150.00
10	2nd Asst Camera		25.0	10	1	525			525	564.38
11	Gaffer		25.0	10	2	550			1,100	550.00
12	Best Boy Electric		25.0	10	1	525			525	525.00
13	Electrician		25.0	10	1	500			500	500.00
14	Electrician		25.0	10	1	500			500	500.00
15	Swingman		25.0	10						
16	Key Grip		25.0	10	2	550			1,100	550.00
17	Best Boy Electric		25.0	10	1	525			525	525.00
18	Grip		25.0	10	1	500			500	500.00
19	Grip		25.0	10	1	500			500	500.00
20	Mixer		25.0	10						
21	Boom Man		25.0	10						
22	Recordist		25.0	10						
23	Playback		25.0	10						
24	Make-up			10						
25	Hair			10						
26	Stylist			10	2	1500			3,000	3,000.00
27	Wardrobe Asst.		25.0	10	3	350			1,050	1,050.00
28	Script Supervisor		25.0	10	1	550			550	550.00
29	Asst. Stylist / Tailor		25.0	10						300.00
30	Asst Home Economist		25.0	10						
31	VTR Operator		25.0	10	1	550			550	550.00
32	Teleprompter Op		25.0	10						
	Scenics		25.0	10						
	Teleprompter Op		25.0	10						
35	Generator Operator		25.0	10						
36	Still Photographer		25.0	10						
37	Dialect Coach		25.0	10	1	750			750	600.00
38	Production Assistant		25.0	10						
39	2nd AD		25.0	10						
40	Nurse/1st Aid		25.0	10						
41	Craft Service		25.0	10	1	300			300	650.00
42	Firemen		25.0	10						
43	Policemen		25.0	10						
44	Welfare/Teacher		25.0	10						
45	Teamsters/Drivers		25.0	10						
46	Production Assistant		25.0	10	10	200			2,000	3,600.00
47	Stage Manager		25.0	10						482.50
48	Hand Model / Stand In		25.0	10	1	550			550	781.30
49	Manicurist		25.0	10	1	350			350	750.00
50			25.0	10						
59						Sub-total A			37,075	39,028.18
						PT/P&W			8,519	8,374.23
						TOTAL A			45,594	47,402.41

B	SHOOTING CREW	Notes	% PT/P&W	OT Based	Days	Rate	OT Hours		ESTIMATED	ACTUAL
							1.5	2.0		
	Line Producer		25.0	10						
	Assistant Director		25.0	12	2	900		4	2,400	1,800.00
53	Director of Photography		25.0	10	2	4000	4	4	13,600	9,000.00
54	Line Producer		25.0	10	2	1000			2,000	2,000.00
55	Camera Assistant		25.0	10	2	550	4	4	1,870	1,141.25
56	Art Director			10						
57	Asst. Art Director			10						
58	Production Manager		25.0	10	2	550			1,100	1,100.00
59	Production Coordinator		25.0	10	2	350			700	700.00
60	2nd Asst Camera		25.0	10	2	525	4	4	1,785	1,089.38
61	Gaffer		25.0	10	2	550	4	4	1,870	1,223.75
62	Best Boy Electric		25.0	10	2	525	4	4	1,785	1,266.56
63	Electrician		25.0	10	2	500	4	4	1,700	1,206.25
64	Electrician			10	2	500	4	4	1,700	1,206.25
65	Swingman			10						
66	Key Grip		25.0	10	2	550	4	4	1,870	1,265.00
67	Best Boy Electric		25.0	10	2	525	4	4	1,785	1,286.25
68	Grip		25.0	10	2	500	4	4	1,700	1,150.00
69	Grip			10	2	500	4	4	1,700	1,225.00
70	Mixer			10						
71	Boom Man		25.0	10	2	600	4	4	2,040	1,050.00
72	Recordist		25.0	10	2	525	4	4	1,785	1,200.00
73	Playback			10	2	400			800	
74	Make-up			10	2	7400	4	4	25,160	11,312.50
75	Hair			10	2	7400	4	4	25,160	20,312.50
76	Stylist			10	2	1500			3,000	3,000.00
77	Wardrobe Asst.			10	2	350			700	700.00
78	Script Supervisor		25.0	10	2	550	4	4	1,870	1,161.88
79	Asst. Stylist / Tailor			10						
80	Asst Home Economist			10						
81	VTR Operator		25.0	10	2	550	4	4	1,870	1,100.00
82	Teleprompter Op		25.0	10	2	550	4	4	1,870	
83	Scenics			10						
84	Teleprompter Op			10						
85	Generator Operator			10						
86	Still Photographer			10						
87	Dialect Coach		25.0	10	4	650	4	2	3,250	2,400.00
88	Production Assistant			10						
89	2nd AD		25.0	10						
90	Nurse/1st Aid			10						
91	Craft Service		25.0	10	2	350			700	700.00
92	Firemen			10						
93	Policemen			10						
94	Welfare/Teacher			10						
95	Teamsters/Drivers			10						
96	Production Assistant		25.0	10	10	200			2,000	2,400.00
97	Stage Manager			10						660.00
98	Hand Model / Stand In			10	2	550	4		1,430	826.93
99	Manicurist			10	2	800	4		2,080	1,500.00
100				10						
70						Sub-total B			111,280	74,983.50
						PT/P&W			12,390	8,007.89
						TOTAL B			123,670	82,991.39

C	PRE-PRODUCTION & WRAP EXPENSES	Amount	Rate	x	ESTIMATED	ACTUAL
101	Auto Rentals	1	300	3	900	519.60
102	Air Fares					
103	Per Diems					
104	Still Camera & Film					
105	Messengers	1	125		125	
106	Trucking					
107	Deliveries & Taxis					
108	Home Ec Supplies					
109	Telephone & Cable	1	150		150	140.00
110	Casting Director	1				
111	Casting Facilities					
112	Working Meals	1	750		750	1,336.67
113	Shooting Boards					
TOTAL C					1,925	1,996.27

D	LOCATION EXPENSES	Amount	Rate	x	ESTIMATED	ACTUAL
114	Location Fees					
115	Permits					
116	Car Rentals	1				425.00
117	Bus Rentals					
118	Dressing Room Vehicles					
119	Parking, Tolls, and Gas	1	150	5	750	1,470.67
120	Production Trucking	1	200	5	1,000	431.50
121	Other Vehicles	2	500		1,000	850.00
122	Other Vehicles					
123	Customs					
124	Excess Bags					
125	Air Fares					
126	Per Diems					
127	Lodging					
128	Shipping	1	800		800	48.30
129	Breakfast					
130	Lunch					
131	Dinner					
132	Set Security	2	1,000		2,000	992.00
133	Limousines					
134	Cabs and Other Transportation	3	400		1,200	325.00
135	Kit Rental	1	288		288	300.00
136	Art Work					
137	Gratuities					
138	Craft Service Supplies	1	400	3	1,200	1,540.18
139						
TOTAL D					8,238	6,382.65

E	PROPS, WARDROBE & ANIMALS	Amount	Rate	x	ESTIMATED	ACTUAL
140	Prop Rentals					
141	Prop Purchases	1	2500		2,500	3,304.88
142	Wardrobe Rentals					
143	Wardrobe Purchases					
144	Picture Vehicles					
145	Animals & Handlers					
146	Wigs & Mustaches					
147	Color Correction					
148						
149						
150						
TOTAL E					2,500	3,304.88

F	STUDIO RENTAL & EXPENSES	Amount	Rate	x	ESTIMATED	ACTUAL
	Rental For Build Days					
	Build OT Hours					
153	Rental for Pre-Lite Days	1	1900		1,900	
154	Pre-Lite OT Hours	2	250		500	
155	Rental for Shoot Days	2	1900		3,800	12,000.12
156	Shoot OT Hours	4	250		1,000	
157	Rental for Strike Days					
158	Strike OT Hours					
159	Generator and Operator					
160	Studio Security					
161	Power Charges	3	500		1,500	
162	Misc Studio Charges	3	100		300	
163	Meals for Crew & Talent	3	1750		5,250	5,868.24
164	2nd Meal					
165	Craft Service Supplies	3	250		750	
166						
167						
TOTAL F					15,000	17,868.36

G	SET CONSTRUCTION CREW	Notes	% PT/P&W	OT Based	Days	Rate	OT Hours 1.5	2.0	ESTIMATED	ACTUAL
168	Set Designer		25.0	10						
169	Prod. Designer		25.0	10	4	925	4		4,255	3,600.00
170	Art Director		25.0	10						1,950.00
171	Outside Props		25.0	10	4	550			2,200	1,950.00
172	Inside Props		25.0	10						
173	Swing		25.0	10	3	550	6		2,145	2,300.00
174	Leadman		25.0	10						3,250.00
175	Teamsters		25.0	10	6	225			1,350	
176	Strike Crew		25.0	10						
177	Art PA's		25.0	10						
178			25.0	10						
179			25.0	10						
180			25.0	10						
					17		Sub-total G		9,950	13,050.00
							PT/P&W		2,488	3,262.50
							TOTAL G		12,438	16,312.50

H	SET CONSTRUCTION MATERIALS	Amount	Rate	x	ESTIMATED	ACTUAL
181	Set Dressing Purchases					
182	Set Dressing Rentals					
183	Lumber	1	11000		11,000	
184	Paint					
185	Hardware					
186	Special Effects					
187	Outside Construction					
188	Art Trucking					523.50
189	Messengers/Deliveries					
190	Kit Rental	3	170		510	633.60
191						
192						
TOTAL H					11,510	1,157.10

	EQUIPMENT RENTAL	Amount	Rate	x	ESTIMATED	ACTUAL
193	Camera Rental	3	2500		7,500	8,907.95
194	Sound Rental	2	750		1,500	1,380.00
195	Lighting Rental	3	3000		9,000	11,820.20
196	Grip Rental	3	2000		6,000	5,097.55
197	Generator / Distro Rental					
198	Crane Rental					730.69
199	VTR Rental	2	700		1,400	1,800.00
200	Walkie Talkie Rental	3	15	30	1,350	2,400.00
201	Dolly Rental	3	650		1,950	1,011.88
202	Remote Head					
203	Man Lifs & Booms					
204	Production Supplies	3	700		2,100	2,427.99
205	Videographer	1	2655		2,655	1,500.00
206	Photosonics					
207	Teleprompter	2	600		1,200	1,200.00
208	Expendables	3	750		2,250	791.76
209						
210						
TOTAL I					36,905	39,068.02

J	FILMSTOCK, DEVELOP & PRINT	Amount	Rate	x	ESTIMATED	ACTUAL
211	Purchase Filmstock	15000	0.7743	2	23,229	10,842.59
212	Develop Filmstock	15000	0.2	2	6,000	2,362.76
213	Print Filmstock					
214	One Light Xfer	15000	0.4	2	12,000	6,530.00
215	Sync/Screen Dailies					
216	High Speed Raw Stock purch & Transf					
TOTAL J					41,229	19,735.35

K	MISCELLANEOUS COSTS	Amount	Rate	x	ESTIMATED	ACTUAL
217	Petty Cash	1				
218	Air Shipping and Carriers	1	550		550	50.00
219	Phones and Cables	1	300		300	
220	Camera & Water Safety Boats					
221	External Billing Costs					
222	Special Insurance					
223	Negative Shipping	1	2500		2,500	
224	Agency Fees (hair & m/u)					7,934.87
225						
226						
TOTAL K					3,350	7,984.87

L	DIRECTOR/CREATIVE FEES	PT/P&W	Amount	Rate	x	ESTIMATED	ACTUAL
227	Director Prep						
228	Director Travel						
229	Director Shoot						
230	Director Post						
231	Fringes						
232	Copywriter						
233	Fringes						
Sub-total L							
PT/P&W							
TOTAL L							

	TALENT	Notes	PT/P&W	OT Based	No.	Travel Days	Shoot Days	Rate	OT Hours		ESTIMATED	ACTUAL
									1.5	2.0		
	O/C Principals		20.0	8								
235	O/C Principals		20.0	8								
236	O/C Principals		20.0	8								
237	O/C Principals		20.0	8								
238	O/C Principals		20.0	8								
239	O/C Principals		20.0	8								
240	O/C Principals		20.0	8								
241	O/C Principals		20.0	8								
242	O/C Principals		20.0	8								
243	O/C Principals		20.0	8								
244			20.0	8								
245			20.0	8								
246			20.0	8								
247	General Extras		20.0	8								
248	General Extras		20.0	8								
249	General Extras		20.0	8								
250	General Extras		20.0	8								
251	General Extras		20.0	8								
252	General Extras		20.0	8								
253			20.0	8								
254			20.0	8								
255			20.0	8								
256	Hand Models		20.0	8								
257			20.0	8								
258			20.0	8								
259	Voice Over		20.0	8								
260	Fitting Fees		20.0	8								
261	Fitting Fees		20.0	8								
262			20.0	8			2	475				
263	Audition Fees		20.0	8								
264	Audition Fees		20.0	8								
			20.0	8								
2									Sub-total M			
									PT/P&W			
266	Talent Agency Fees											
267	Talent Payroll Service											
268	Talent Wardrobe Allowance											
269	Other											
270												
									TOTAL M			

N	TALENT EXPENSES	Amount	Rate	x	ESTIMATED	ACTUAL
271	Talent Air Fares					
272	Talent Per Diem					
273	Talent Ground Transportation					
274	Talent Lodging					
275	Other					
276						
					TOTAL N	

		%	PT/P&W	Amount	Rate	x	ESTIMATED	ACTUAL
	POST PRODUCTION LABOR							
277	Post Supervisor							
278	Off-line Editor							
279	Assistant Editor							
280								
281								
						Sub-total O		
						PT/P&W		
						TOTAL O		

P	POST PRODUCTION EXPENSES	Amount	Rate	x	ESTIMATED	ACTUAL
282	Off-line Edit					
283	Off-line Load					
284	Off-line Stock					
285	Off-line Other					
286						
287	Digital 2D/Paint					
288	Digital 3D/Modeling					
289	Digital Rotoscoping					
290	Digital Compositing					
291	Digital Stock					
292	Digital Other					
293						
294	Music					
295	VO/ADR					
296	Sound Effects					
297	Sound Design					
298	Audio Transfers					
299	Audio Mix					
300	Audio Other					
301						
302	Film to Tape Color Correction					
303	Tape to Tape Color Correction					
304	Pin Registered Transfer					
305	Telecine Stock					
306	Telecine Other					
307						
308	On-line Conform					
309	Titling					
310	Closed Captions					
311	Color Camera					
312	On-line Stock					
313	Edited Master					
314	Clones					
315	Dubs					
316						
317	Standards Conversion					
318	Satellite/Digital Transmission					
319	Stock Footage					
320	Animation					
321	Film Editing					
322	Opticals					
323	Negative Cutting					
324	Add'l Lab Work					
325	Tape to Film Transfer					
326	Post Shipping/Messengers					
327						
328	Graphics					
329						
					TOTAL P	

PURCHASE ORDER LOG

3 language versions

Job #: TBA

Line	Payee	PO	Date	Pay ID	ACTUAL	Description	Row
201		1000	12/05/07	CC#	5,000.00	Dolly Rental	1
201		1000	12/05/07	CC#	(5,000.00)	Dolly Rental	2
201		1000	12/05/07	CC#	811.88	Dolly Rental	3
198	Straight Shoot'r Cranes Inc.	1001	12/05/07	CK#1277	730.69	Crane Rental	4
120	Avon Rent a Car (Prod. Cube)	1002	12/09/07	CC#	431.50	Production Trucking	5
188	Avon Rent a Car (Art Truck)	1002	12/09/07	CC#	523.50	Art Trucking	6
75		1003	12/05/07		20,312.50	Hair	7
224		1003	12/05/07		4,062.50	Agency Fees (hair & m/u)	8
	VOID	1003		CK#1266			9
49		1004	12/06/07		750.00	Manicurist	10
99		1004	12/06/07		1,500.00	Manicurist	11
224		1004	12/06/07		450.00	Agency Fees (hair & m/u)	12
	VOID	1004		CK#1267			13
101	California Rent A Car (Yukon)	1005	12/06/07	CC#	519.60	Auto Rentals	14
3	Strato Arts Club, Inc (DP/Agent IC)	1006	12/07/07	CK#2126	4,000.00	Director of Photography	15
53	Strato Arts Club, Inc (DP/Agent IC)	1006	12/07/07	CK#2126	8,000.00	Director of Photography	16
53	Strato Arts Club, Inc (DP OT)	1006	12/07/07	EST	1,000.00	Director of Photography	17
155	GMT Studios (STAGE)	1007	12/09/07	CC#	9,540.00	Rental for Shoot Days	18
155	GMT Studios (STAGE)	1007	12/09/07	CC#	2,300.00	Rental for Shoot Days	19
155	GMT Studios (STAGE DUE)	1007	12/09/07		160.12	Rental for Shoot Days	20
195	GMT Studios (Lighting)	1007	12/09/07	CK#1258	11,370.20	Lighting Rental	21
196	GMT Studios (DEPOSIT USED)	1007	12/09/07	CC#	3,203.55	Grip Rental	22
196	GMT Studios (Grip)	1007	12/09/07	CK#1258	1,444.00	Grip Rental	23
	VOID	1008		CK#1270			24
	VOID	1009					25
214	Rushes	1010	12/09/07	CK#1274	3,790.00	One Light Xfer	26
214	Rushes	1010	12/09/07	CK#1274	2,740.00	One Light Xfer	27
200	Pro-V Communications (Walkies)	1011	12/09/07	CK#1268	900.00	Walkie Talkie Rental	28
116	Alamo (Cory Car)	1012	12/09/07	CC# EST	425.00	Car Rentals	29
	VOID	1013					30
	VOID	1014					31
121	Land, Air, Sea, Global (Car Service)	1015	12/09/07	CC#	850.00	Other Vehicles	32
134	Land, Air, Sea, Global (Car Service)	1015	12/09/07	CC#	325.00	Cabs and Other Transportation	33
163	Jennie Cooks	1016	12/09/07	CK#1275	3,799.58	Meals for Crew & Talent	34
PR	Power Payroll, Inc (Payroll)	1017	12/09/07	CK#1271	11,065.53	PAYROLL LOG	35
218	Fed Ex	1018	12/09/07	EST	50.00	Air Shipping and Carriers	36
204	Quixote	1019	12/09/07	CC#	315.00	Production Supplies	37
207	Greenberg Teleprompting	1020	12/09/07		1,200.00	Teleprompter	38
199	Dorfman Digital	1021	12/09/07	CK#1272	1,800.00	VTR Rental	39
193		1022	12/09/07	CC#	8,205.95	Camera Rental	40
211	Reel Good (Rawstock)	1023	12/09/07	CC#	10,842.59	Purchase Filmstock	41
	VOID	1023		CK#1278			42
74		1024	12/09/07		11,312.50	Make-up	43
224	Cloutier (Make-Up Agent)	1024	12/09/07		2,262.50	Agency Fees (hair & m/u)	44
pc	Petty Cash	1025	12/05/07		2,000.00	PETTY CASH LOG	45
pc	Petty Cash	1025	12/07/07		1,500.00	PETTY CASH LOG	46
pc	Petty Cash	1025	12/06/07		2,000.00	PETTY CASH LOG	47
pc	Petty Cash	1025	12/10/07		1,000.00	PETTY CASH LOG	48
pc	Petty Cash	1025	12/10/07		800.00	PETTY CASH LOG	49
pc	Petty Cash	1025	12/10/07		1,000.00	PETTY CASH LOG	50
pc	Petty Cash	1025	12/10/07		800.00	PETTY CASH LOG	51
163	Rise and Shine Catering	1026	12/09/07	CK#1286	2,068.66	Meals for Crew & Talent	52
	VOID	1027					53
212	Fotokem	1028	12/10/07	CC#	168.13	Develop Filmstock	54

212	Fotokern	1029	12/13/07	CC#	1,092.63	Develop Filmstock	55
212	Fotokern	1030	12/14/07	CC#	1,102.00	Develop Filmstock	56
	VOID	1031					57
48	EMS (Lena Hand Model)	1032	12/10/07		472.00	Hand Model / Stand In	58
48	EMS (Roxy Stand In)	1032	12/10/07		309.30	Hand Model / Stand In	59
98	EMS (Roxy Stand In)	1032	12/10/07		826.93	Hand Model / Stand In	60
224	EMS (AGENCY FEES)	1032	12/10/07		1,159.87	Agency Fees (hair & m/u)	61
	VOID CHECK	1032		CK#1287			62
205	Dave Garcia (Videographer)	1033	12/10/07	CK#1289	1,500.00	Videographer	63
	VOID	1034					64
PR	Power Payroll/Media Services	1035	12/14/07	CK#	78,390.46	PAYROLL LOG	65
	Cory Nahoum (Re-Imburse)	1036	12/12/07	CK#			66
138	Jill Heydorff & Associates (Kit)	1037	12/10/07	CK#1288	300.00	Craft Service Supplies	67
196	Ken Jones (Grip Kit Rental)	1038	12/12/07	CK#1290	450.00	Grip Rental	68
208	Ken Jones (Grip Expendables)	1038	12/12/07	CK#1290	290.00	Expendables	69
201	Steve Dorman (Sliders)	1039	12/12/07	CK#1291	200.00	Dolly Rental	70
	VOID	1040		CK#1292			71
194	The Sound Department	1041	12/12/07	CK#1293	1,380.00	Sound Rental	72
195	Shawn Helgedalen (Kit Rental)	1042	12/12/07	CK#1294	450.00	Lighting Rental	73
208	Shawn Helgedalen (Gaffer Exp)	1042	12/12/07	CK#1294	280.00	Expendables	74
132	Augie's Security	1043	12/14/07		992.00	Set Security	75
141	Set Stuff Inc.	1044	12/12/07	CC#	261.42	Prop Purchases	76
141	Set Stuff Inc. (Credit)	1044	12/12/07	CC#	(125.48)	Prop Purchases	77
200	Pro-V Communications (Walkies)	1045	12/12/07		1,500.00	Walkie Talkie Rental	78
	VOID			CK#1265			79
	VOID			CK#1266			80
	VOID			CK#1267			81
	VOID			CK#1269			82
	VOID			CK#1273			83
	VOID Check (Missing)			CK#1276			84
							85

TOTAL PURCHASE ORDERS 233,161.61

Job #: TBA

3 language versions

Job # TBA

TOTAL PTP&W	19,644.62
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PO

Total for PO	100,521.52
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Total Payroll	100,521.52
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Total Payroll from POs	89,455.99
Payroll not Reconciled	11,065.53

Exhibit 30

Job Information		
Date	Advertiser Job ID	Brand
Job Name	Agency Job ID	Product
Advertiser	Production Job ID(s)	Traffic Information
Advertiser Address		
Production Information		
Production Company	Agency	Pre-Production Days:
Editorial Co	Agency Address	Build & Strike Days:
VFX Co		Pre-Light:
Music Co		Stage Days:
		Location Days:
Production Contact	Agency Producer	Locations:
Email	Phone	
Editorial Producer	Email	
Email	Agency Creative Team	Spot Titles & Lengths:
VFX Producer		
Email		
Music producer		
Email		
Director(s)	Agency Business Mgr	
	Phone	
Editor	Email	
Add'l Post Creative(s)		
Summary of Estimated Production Costs		
Production		Estimate
A. Prep Crew	Total A	-
B. Shoot Crew	Total B	-
C. Prep & Wrap Expenses	Total C	-
D. Location Expenses	Total D	-
E. Props, Wardrobe & Animals	Total E	-
F. Studio Costs	Total F	-
G. Art Department Labor	Total G	-
H. Art Department Expenses	Total H	-
I. Equipment Rental	Total I	-
J. Media	Total J	-
K. Miscellaneous Production Costs	Total K	-
	Sub-Total A to K	-
L. Director's Fees	Total L	-
M. Talent	Total M	-
N. Talent Expenses	Total N	-
O. Other	Total O	-
		-
	Insurance	-
	Production Fee	-
	Production Total	\$ -
Post		
Q. Editorial	Total Q	-
R. Social Versions	Total R	-
S. Audio	Total S	-
T. Finishing	Total T	-
V. Miscellaneous Editorial	Total V	-
W. Editorial Labor & Creative Fees	Total W	-
X. Visual Effects, Design & Animation, Interactive	Total X	-
	Post-Production Sub-Total	-
	Section X Production Fee	-
	Post-Production Insurance	-
	Post-Production Markup	-
	Post-Production Tax	-
	Post-Production Total	\$ -
	Grand Total	\$ -
P SECTIONS		
P. Additional Production Estimates		
P1. Blank P		-
Contingencies (Not Billed)		
1. Weather Day (EXAMPLE 1)		
2. Social Deliverables (EXAMPLE 2)		
3. EXAMPLE 3		
4. EXAMPLE 4		

Notes

A. Prep Crew

Description	Days	Rate	Overtime		Estimate
			1.5	2.0	
1 Line Producer	days @	x			-
2 Assistant Director	days @	x			-
3 Director of Photography	days @	x			-
4 1st Assistant Camera	days @	x			-
5 2nd Assistant Camera	days @	x			-
6 DIT	days @	x			-
7 Prop Master	days @	x			-
8 Asst Props	days @	x			-
9	days @	x			-
10 Camera Op	days @	x			-
11 Gaffer	days @	x			-
12 Best Boy Electric	days @	x			-
13 3rd Electric	days @	x			-
14 Electric/Driver	days @	x			-
15 Prep/Strike/Pre Rig Crew	days @	x			-
16 Key Grip	days @	x			-
17 Best Boy Grip	days @	x			-
18 3rd Grip	days @	x			-
19 Grip/Driver	days @	x			-
20 Crane Tech 2x	days @	x			-
21 Crane Head Tech	days @	x			-
22 Steadi Cam Op	days @	x			-
23 Choreographer	days @	x			-
24 Make-Up/Hair	days @	x			-
25 Make-Up/Hair Asst	days @	x			-
26 Wardrobe Stylist	days @	x			-
27 Asst Wardrobe	days @	x			-
28 Script Supervisor	days @	x			-
29 Boom Operator	days @	x			-
30 Sound Mixer	days @	x			-
31 VTR Operator	days @	x			-
32 Stunt Coordinator	days @	x			-
33 Safety Officer	days @	x			-
34 Site Rep	days @	x			-
35 Storyboard Artist	days @	x			-
36 Catering Crew	days @	x			-
37 Location Scout	days @	x			-
38 Compliance Assistant	days @	x			-
39 2nd AD	days @	x			-
40 Medic	days @	x			-
41 Craft Service	days @	x			-
42 Firefighter	days @	x			-
43 Police Officers/Ranger /CHP	days @	x			-
44 Welfare/Teacher	days @	x			-
45 Gang Boss	days @	x			-
46 Teamster Drivers / Animal Wranglers	days @	x			-
47 Production Supervisor	days @	x			-
48 Assistant Production Supervisor	days @	x			-
49 Production Assistant	days @	x			-
50 Production Assistant	days @	x			-
Sub Total A					-
Fringes					-
Total					-

B. Shoot Crew					
Description	Days	Rate	Overtime		Estimate
			1.5	2.0	
51 Line Producer	days @	x			-
52 Assistant Director	days @	x			-
53 Director of Photography	days @	x			-
54 1st Assistant Camera	days @	x			-
55 2nd Assistant Camera	days @	x			-
56 DIT	days @	x			-
57 Prop Master	days @	x			-
58 Asst Props	days @	x			-
59	days @	x			-
60 Camera Op	days @	x			-
61 Gaffer	days @	x			-
62 Best Boy Electric	days @	x			-
63 3rd Electric	days @	x			-
64 Electric/Driver	days @	x			-
65 Prep/Strike/Pre Rig Crew	days @	x			-
66 Key Grip	days @	x			-
67 Best Boy Grip	days @	x			-
68 3rd Grip	days @	x			-
69 Grip/Driver	days @	x			-
70 Crane Tech 2x	days @	x			-
71 Crane Head Tech	days @	x			-
72 Steadi Cam Op	days @	x			-
73 Choreographer	days @	x			-
74 Make-Up/Hair	days @	x			-
75 Make-Up/Hair Asst	days @	x			-
76 Wardrobe Stylist	days @	x			-
77 Asst Wardrobe	days @	x			-
78 Script Supervisor	days @	x			-
79 Boom Operator	days @	x			-
80 Sound Mixer	days @	x			-
81 VTR Operator	days @	x			-
82 Stunt Coordinator	days @	x			-
83 Safety Officer	days @	x			-
84 Site Rep	days @	x			-
85 Storyboard Artist	days @	x			-
86 Catering Crew	days @	x			-
87 Location Manager	days @	x			-
88 Compliance Assistant	days @	x			-
89 2nd AD	days @	x			-
90 Medic	days @	x			-
91 Craft Service	days @	x			-
92 Firefighter	days @	x			-
93 Police Officers/Ranger /CHP	days @	x			-
94 Welfare/Teacher	days @	x			-
95 Gang Boss	days @	x			-
96 Teamster Drivers / Animal Wranglers	days @	x			-
97 Production Supervisor	days @	x			-
98 Assistant Production Supervisor	days @	x			-
99 Production Assistant	days @	x			-
100 Production Assistant	days @	x			-
Sub Total B					-
Fringes					-
Total					-

C. Prep & Wrap Expenses

Description	Days	Rate	QTY	Estimate
101 Craft Service	each @		x	-
102 Per Diems	each @		x	-
103 Hotels	each @		x	-
104 Scouting Expenses	each @		x	-
105 Deliveries & Taxi	allow @		x	-
106 Car Rental	each @		x	-
107 Trucking	each @		x	-
108 Casting Director prep cast & callback	days @		x	-
109 Casting Facility prep cast & callback	days @		x	-
110 Home Econ Supplies	each @		x	-
111 Telephone & Cable	each @		x	-
112 Working Meals	each @		x	-
113 Messengers	each @		x	-
Total C				-

D. Location Expenses

Description	QTY	Rate	Days	Estimate
114 Location Fees	each @		x	-
115 Permits	each @		x	-
116 Lane Closures	each @		x	-
117 Set Security	each @		x	-
118 Cargo Van	each @		x	-
119 Production Trucking	each @		x	-
120 Camera Truck	each @		x	-
121 Car Rentals	each @		x	-
122 Bus Rentals	each @		x	-
123 Limousines	each @		x	-
124 Dressing Room Vehicles	each @		x	-
125 Production MoHo	each @		x	-
126 Other Vehicles	each @		x	-
127 Parking/Tolls/Gas	each @		x	-
128 Excess Bags/Homeland Security	each @		x	-
129 Air Fares	each @		x	-
130 Hotels	each @		x	-
131 Per Diems	each @		x	-
132 Talent Meals	each @		x	-
133 Breakfast	ppl @		x	-
134 Lunch	ppl @		x	-
135 Dinner	ppl @		x	-
136 Cabs/ Ubers/ Lyfts / Other Transportation	each @		x	-
137 Kit Rental	each @		x	-
138 Art Work	each @		x	-
139 Sustainable Practices	allow @		x	-
Total D				-

E. Props, Wardrobe & Animals

Description	QTY	Rate	Days	Estimate
140 Prop Rental	each @		x	-
141 Prop Purchase	each @		x	-
142 Prop Fabrication	each @		x	-
143 Wardrobe Rental	each @		x	-
144 Wardrobe Purchase	each @		x	-
145 Costumes	each @		x	-
146 Picture Vehicles	each @		x	-
147 Animals & Handlers	each @		x	-
148 Theatrical Makeup	each @		x	-
149 Product Prep / Color Correct	each @		x	-
150 Greens	each @		x	-
Total E				-

F. Studio Costs				
Description	Days	Rate	QTY	Estimate
151 Rental For Build Days	days @		x	-
152 Build OT Hours	hrs @		x	-
153 Rental for Pre-Lite Days	days @		x	-
154 Pre-Lite OT Hours	days @		x	-
155 Rental for Shoot Days	days @		x	-
156 Shoot OT Hours	hrs @		x	-
157 Rental for Strike Days	days @		x	-
158 Strike OT Hours	hrs @		x	-
159 Generator and Operator	days @		x	-
160 Stage Manager/Studio Security	days @		x	-
161 Power Charges	days @		x	-
162 Misc Studio Charges	days @		x	-
163 Meals for Crew & Talent	days @		x	-
164 Air Conditioning	days @		x	-
165 Crew Parking	days @		x	-
166 Condor/Scissor Lift	days @		x	-
167 Steeldeck	days @		x	-
Total F				-

G. Art Department Labor				
Description	Days	Rate	Overtime 1.5 2.0	Estimate
168 Production Designer/Art Director	days @		x	-
169	days @		x	-
170 Set Decorator	days @		x	-
171 Art Dept Coordinator	days @		x	-
172 Prop Master	days @		x	-
173 Asst Props	days @		x	-
174 Swing	days @		x	-
175 Leadman	days @		x	-
176 Set Dresser	days @		x	-
177 Scenics	days @		x	-
178 Grips / Riggers	days @		x	-
179	days @		x	-
180	days @		x	-
Sub Total G				-
Fringes G				-
Total G				-

H. Art Department Expenses				
Description	QTY	Rate	Days	Estimate
181 Set Dressing Rentals	each @		x	-
182 Set Dressing Purchases	each @		x	-
183 Art Dept Prod Supplies	each @		x	-
184 Art Dept Kit Rental	each @		x	-
185 Special Effects Rental	each @		x	-
186 Art Dept Trucking	each @		x	-
187 Outside Construction	each @		x	-
188 Car Prep	each @		x	-
189 Art Dept Meals	each @		x	-
190 Messengers/Deliveries	each @		x	-
191	each @		x	-
192	each @		x	-
Total H				-

I. Equipment Rental				
Description	Days	Rate	QTY	Estimate
193 Camera Rental	days @		x	-
194 Sound Rental	days @		x	-
195 Lighting Rental	days @		x	-
196 Grip Rental	days @		x	-
197 Generator Rental	days @		x	-
198 Crane Rental	days @		x	-
199 VTR Rental	days @		x	-
200 Walkie Talkie Rental	days @		x	-
201 Dolly Rental	days @		x	-
202 SteadiCam	days @		x	-
203 Helicopter	days @		x	-
204 Production Supplies	days @		x	-
205 Jib Arm	days @		x	-
206 Crane Head	days @		x	-
207 Camera Car	days @		x	-
208 Expendables	days @		x	-
209 Lenses	days @		x	-
210 Cinedrives	days @		x	-
Total I				-

J. Media				
Description	Units	Rate	QTY	Estimate
211 Media / Drives	each @		x	-
212 Film	ft @		x	-
213 Transcode / Transfer	hrs @		x	-
214 Process	hrs @		x	-
215 Dailies	each @		x	-
216	@		x	-
Total J				-

K. Miscellaneous Production Costs				
Description	Units	Rate	QTY	Estimate
217 Petty Cash	each @		x	-
218 Air Shipping and Carriers	each @		x	-
219 Phones and Cables	each @		x	-
220 Cash Under \$15 Each	each @		x	-
221 External Billing Costs	each @		x	-
222 Special Insurance	each @		x	-
223 Cell Phones	each @		x	-
224 Foreign Production Service Co	each @		x	-
225	@		x	-
226	@		x	-
Total K				-

L. Director's Fees				
Description		Rate	QTY	
227 Director Prep	days @		x	-
228 Director Travel	days @		x	-
229 Director Shoot	days @		x	-
230 Director Post	days @		x	-
231 Fringes	days @		x	-
232	@		x	-
233	@		x	-
Total L				-

M. Talent

Description	Days	Rate	QTY	Overtime		Estimate
				1.5	2.0	
234 O/C Principals	days @		x			-
235 O/C Principals	days @		x			-
236 O/C Principals	days @		x			-
237 O/C Principals	days @		x			-
238 O/C Principals	days @		x			-
239 O/C Principals	days @		x			-
240 O/C Principals	days @		x			-
241 O/C Principals	days @		x			-
242 O/C Principals	days @		x			-
243	days @		x			-
244 Office Extras	days @		x			-
245	days @		x			-
246 Crowd Extras	days @		x			-
247 General Extras	days @		x			-
248 General Extras	days @		x			-
249 General Extras	days @		x			-
250 General Extras	days @		x			-
251 General Extras	days @		x			-
252	days @		x			-
253	days @		x			-
254	days @		x			-
255 Hand Models	days @		x			-
256	days @		x			-
257	days @		x			-
258 Voice Over	days @		x			-
259 Fitting Fees	days @		x			-
260 Fitting Fees	days @		x			-
261	days @		x			-
262 Audition Fees	days @		x			-
263 Audition Fees	days @		x			-
264	days @		x			-
265	days @		x			-
Sub Total M						-
Fringes						-
Additional Talent Costs						
						Estimate
266 Talent Agency Fees						-
267 Talent Payroll Service						-
268 Talent Wardrobe Allowance	each @		x	qty		-
269	each @		x	qty		-
270	each @		x	qty		-
Handling Fee M						-
Total M						-

N. Talent Expenses

Description	QTY	Rate	Days	Estimate
271 Talent Air Fares	each @		x	-
272 Talent Per Diem	each @		x	-
273 Talent Gd Transportation	each @		x	-
274	each @		x	-
275	each @		x	-
276	each @		x	-
Sub Total N				-
Handling Fee N				-
Total N				-

O. Other				
Description	Each	Rate	QTY	Estimate
277	each @		x	-
278	each @		x	-
279	each @		x	-
280	each @		x	-
281	each @		x	-
282	each @		x	-
283	each @		x	-
284	each @		x	-
285	each @		x	-
286	each @		x	-
287	each @		x	-
288	each @		x	-
289	each @		x	-
290	each @		x	-
291	each @		x	-
292	each @		x	-
293	each @		x	-
294	each @		x	-
295	each @		x	-
296	each @		x	-
297	each @		x	-
298	each @		x	-
299	each @		x	-
300	each @		x	-
301	each @		x	-
302	each @		x	-
303	each @		x	-
304	each @		x	-
305	each @		x	-
306	each @		x	-
307	each @		x	-
308	each @		x	-
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317	each @		x	-
318	each @		x	-
319	each @		x	-
320	each @		x	-
321	each @		x	-
322	each @		x	-
323	each @		x	-
324	each @		x	-
325	each @		x	-
326	each @		x	-
327	each @		x	-
328	each @		x	-
329	each @		x	-
330	each @		x	-
331	each @		x	-
332	each @		x	-
333	each @		x	-
334	each @		x	-
335	each @		x	-
336	each @		x	-
337	each @		x	-
338	each @		x	-
339	each @		x	-

O. Other (cont.)				
Description	Days	Rate	QTY	Estimate
340	each @		x	-
341	each @		x	-
342	each @		x	-
343	each @		x	-
344	each @		x	-
345	each @		x	-
346	each @		x	-
347	each @		x	-
348	each @		x	-
349	each @		x	-
350	each @		x	-
351	each @		x	-
352	each @		x	-
353	each @		x	-
354	each @		x	-
355	each @		x	-
356	each @		x	-
357	each @		x	-
358	each @		x	-
359	each @		x	-
360	each @		x	-
361	each @		x	-
362	each @		x	-
363	each @		x	-
364	each @		x	-
365	each @		x	-
366	each @		x	-
367	each @		x	-
368	each @		x	-
369	each @		x	-
370	each @		x	-
371	each @		x	-
372	each @		x	-
373	each @		x	-
374	each @		x	-
375	each @		x	-
376	each @		x	-
377	each @		x	-
378	each @		x	-
379	each @		x	-
380	each @		x	-
381	each @		x	-
382	each @		x	-
383	each @		x	-
384	each @		x	-
385	each @		x	-
386	each @		x	-
387	each @		x	-
388	each @		x	-
389	each @		x	-
390	each @		x	-
391	each @		x	-
392	each @		x	-
393	each @		x	-
394	each @		x	-
395	each @		x	-
396	each @		x	-
397	each @		x	-
398	each @		x	-
399	each @		x	-
Sub Total O				-
Handling O				-
Total O				-

P1. Blank P		Estimate
400		-
401		-
402		-
403		-
404		-
405		-
406		-
407		-
408		-
409		-
410		-
411		-
412		-
413		-
414		-
415		-
416		-
417		-
418		-
419		-
420		-
421		-
422		-
423		-
424		-
425		-
426		-
427		-
428		-
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450		-
451		-
452		-
453		-
454		-
455		-
456		-
457		-
458		-
459		-
Sub Total Blank P		-
Handling Blank P		-
Total Blank P		-

Q. Editorial				
Description	Days	Rate	QTY	Estimate
2010 File Conversion & Transcoding	hours @		x	-
2020 Breakdown	hours @		x	-
2030 Stock Footage Search	hours @		x	-
2040 Digital Dalies Transfer	hours @		x	-
2050 Transcription / Translation	allow @		x	-
2060	@		x	-
2070	@		x	-
2080	@		x	-
2090	@		x	-
2110 Offline Edit System	days @		x	-
2120 Off-Line Graphics System	days @		x	-
2130 Data Backup / Restore	allow @		x	-
2140 Conform	hours @		x	-
2150 Hi-Res Conform	hours @		x	-
2160	@		x	-
2170	@		x	-
2180	@		x	-
2190	@		x	-
2210 Mix Prep	flat @		x	-
2220 Color Prep	flat @		x	-
2230 Conform Prep	flat @		x	-
2240 Graphics Prep	flat @		x	-
2250	@		x	-
2260	@		x	-
2270	@		x	-
2280	@		x	-
2290	@		x	-
2310 Remote Off-Line Edit Suite	days @		x	-
2320 Digital Media	flat @		x	-
2330 Offline Posting	flat @		x	-
2340 Backup / Restore	flat @		x	-
2350 Archiving	flat @		x	-
2360	@		x	-
2370	@		x	-
2380	@		x	-
2390	@		x	-
2410	allow @		x	-
2420	allow @		x	-
2430	flat @		x	-
2440	allow @		x	-
2450	allow @		x	-
2460	@		x	-
2470	@		x	-
2480	@		x	-
2490	@		x	-
2510	each @		x	-
2520	days @		x	-
2530	days @		x	-
2540	allow @		x	-
2550	allow @		x	-
2560	allow			-
2570	allow @		x	-
2580	allow			-
2590	days			-
Total Q				-

R. Social Versions				
Description	Days	Rate	QTY	Estimate
3010 Additional Cleanup	hours @		x	-
3020 Re-position / Re-composite	hours @		x	-
3030 Re-animate	hours @		x	-
3040 Frame Extension	hours @		x	-
3050 Pre-Roll Versions	flat @		x	-
3060	@		x	-
3070	@		x	-
3080	@		x	-
3090	@		x	-
3110 Additional Grading	hours @		x	-
3120 File Versioning / Compression	hours @		x	-
3130 Reformatting 1 x 1	hours @		x	-
3140 Reformatting 9 x 16	hours @		x	-
3150 Reformatting 4 x 3	hours @		x	-
3160 Reformatting 5 x 4	hours @		x	-
3170	hours @		x	-
3180	@		x	-
3190	@		x	-
3210 Reframing 1 x 1	hours @		x	-
3220 Reframing 9 x 16	hours @		x	-
3230 Reframing 4 x 3	hours @		x	-
3240 Reframing 5 x 4	hours @		x	-
3250	@		x	-
3260	@		x	-
3270	@		x	-
3280	@		x	-
3290	@		x	-
3310 Social mixes	hours @		x	-
3320 Social Music Edits	hours @		x	-
3330 Additional VO Record	hours @		x	-
3340	@		x	-
3350	@		x	-
3360	@		x	-
3370	@		x	-
3380	@		x	-
3390	@		x	-
3410 Additional Drives	each @		x	-
3420 Postings / Digital Delivery / QC	allow @		x	-
3430	@		x	-
3440	@		x	-
3450	@		x	-
3460	@		x	-
3470	@		x	-
3480	@		x	-
3490	@		x	-
3510 Additional Drives	each @		x	-
3520 Postings / Digital Delivery / QC	allow @		x	-
3530	@		x	-
3540	@		x	-
3550	@		x	-
3560	@		x	-
3570	@		x	-
3580	@		x	-
3590	@		x	-
Total R				-

S. Audio				
Description	Units	Rate		Estimate
4010 Pre-Load, Encode and Mix Prep	hours @	x		-
4020 Sound Effects / Music Search	hours @	x		-
4030 Voice Casting	hours @	x		-
4040 Transcription / Translation	hours @	x		-
4050	@	x		-
4060	@	x		-
4070	@	x		-
4110 VO Record	hours @	x		-
4120 ADR	hours @	x		-
4130 5.1 Mix	hours @	x		-
4140 Other Format Mixing	hours @	x		-
4150 Record and Mix	hours @	x		-
4160 Scratch Record	hours @	x		-
4170 Record and Mix - Overtime	hours @	x		-
4180	@	x		-
4190	@	x		-
4210 Music Licensing (Stock/Original)	allow @	x		-
4220 Sound Effects	hours @	x		-
4230 Sound Design	allow @	x		-
4240 Digital Edit	hours @	x		-
4250	@	x		-
4260	@	x		-
4270	@	x		-
4310 Remote Studio Costs	hours @	x		-
4320 Digital Patch: ISDN	hours @	x		-
4330 Digital Patch: ISDN INT'L	hours @	x		-
4340 Digital Patch: Source Connect	hours @	x		-
4350 Digital Patch: Skype / Phone	hours @	x		-
4360 Field Recording	days @	x		-
4370	@	x		-
4380	@	x		-
4390	@	x		-
4410 Media	allow @	x		-
4420 Digital File Creation	allow @	x		-
4430 Uploads & Machine Room	allow @	x		-
4440 Archive	allow @	x		-
4450 Audio Relay	each @	x		-
4460 Facility Overtime	hours @	x		-
4470 Weekend Key Fee	days @	x		-
4480 Transfer & Stock	allow @	x		-
4490	@	x		-
4510 Deliveries & Messengers	allow @	x		-
4520 Shipping	allow @	x		-
4530 Inventory/Packing	allow @	x		-
4540 Shipping to Storage	allow @	x		-
4550	@	x		-
4610	each @	x		-
4620	days @	x		-
4630	days @	x		-
4640	allow @	x		-
4650	allow @	x		-
4660	@	x		-
4670	@	x		-
4680	@	x		-
Total S				-

T. Finishing				
Description	Units	Rate	Estimate	
5010 Color Grading Prep	hrs @	x	-	
5020 Color Grading	hrs @	x	-	
5030 Pre Load/Scanning	each @	x	-	
5040 Data I/O	each @	x	-	
5050 Transfers	each @	x	-	
5060 Remote Set Up	each @	x	-	
5070 Remote Room	each @	x	-	
5080 Additional Machines	each @	x	-	
5090	each @	x	-	
5110 Final Conform	hrs @	x	-	
5120 Compositing / VFX	each @	x	-	
5130 Flame Assistant - Roto	each @	x	-	
5140 2D GFX / Design	each @	x	-	
5150 Motion Graphics	hrs @	x	-	
5160 Color Correction	hrs @	x	-	
5170 3D Animation	each @	x	-	
5180 3D Modeling	each @	x	-	
5190	each @	x	-	
5210 Archiving	each @	x	-	
5220 Uncompressed Files	each @	x	-	
5230 Retouching	each @	x	-	
5240 Standards Conversions	each @	x	-	
5250	each @	x	-	
5260	each @	x	-	
5270	each @	x	-	
5280	each @	x	-	
5290	each @	x	-	
5310 Additional Machines	each @	x	-	
5320 Drives / Media	each @	x	-	
5330 Generic Master	each @	x	-	
5340 Master	each @	x	-	
5350 Deliverables	each @	x	-	
5360 Additional Outputs	each @	x	-	
5370 Archiving Storage Device	each @	x	-	
5380 Compressed File Dubs	each @	x	-	
5390 Postings	each @	x	-	
5410 Deliveries & Messengers	days @	x	-	
5420 Shipping	days @	x	-	
5430 Inventory/Packing	days @	x	-	
5440 Shipping to Storage	days @	x	-	
5450	days @	x	-	
5460	days @	x	-	
5470	days @	x	-	
5480	days @	x	-	
5490	days @	x	-	
5510	flights @	x	-	
5520	days @	x	-	
5530			-	
5540	days @	x	-	
5550			-	
5560	days @	x	-	
5570	days @	x	-	
5580			-	
5590	days @	x	-	
Total T			-	

V. Miscellaneous Editorial				
Description		Rate	QTY	Estimate
7010 Storage Devices	each @		x	-
7020 Archiving/LTO	allow @		x	-
7030 Archive Storage Devices	each @		x	-
7040 Tape-to-Film Transfer	hours @		x	-
7050 Standards Conversion	hours @		x	-
7060 Stock Footage	allow @		x	-
7070 Satellite/Digital Transmission	hours @		x	-
7080 Data Transmission Charge	flat @		x	-
7090	@		x	-
7110 Deliveries & Messengers	allow @		x	-
7120 Shipping	allow @		x	-
7130 Inventory/Packing	allow @		x	-
7140 Shipping to Storage	allow @		x	-
7150 Additional Machines	allow @		x	-
7160	@		x	-
7170	@		x	-
7180	@		x	-
7190	@		x	-
7210 Airfare	each @		x	-
7220 Hotel	each @		x	-
7230 Per Diem	days @		x	-
7240 Transportation	allow @		x	-
7250 Assistant Editor Travel	allow @		x	-
7260	@		x	-
7270	@		x	-
7280	@		x	-
7290	@		x	-
7310 Editorial Supplies	allow @		x	-
7320 Equipment Rental	allow @		x	-
7330 Working Meals	allow @		x	-
7340 Weekend Fee	flat @		x	-
7350	@		x	-
7360	@		x	-
7370	@		x	-
			Total V	-

W. Editorial Labor & Creative Fees				
Description		Rate	QTY	Estimate
8010 Pre-Production Labor	days @		x	-
8020 Editor Labor	days @		x	-
8030 Editor OT/Weekend	days @		x	-
8040 Assistant Labor	days @		x	-
8050 Assistant OT/Weekend	days @		x	-
8060 Session Supervisory Fee	days @		x	-
8070 Producer/ Coordinator	days @		x	-
8080 Set Supervision	days @		x	-
8090	@		x	-
8100 Creative Fees	flat @		x	-
8100	@		x	-
8100	@		x	-
8100	@		x	-
8100	@		x	-
			Total W	-

X. Visual Effects, Design & Animation, Interactive

10000 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10001 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	pcs	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10002 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10003 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10004 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10005 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10006 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

10007 Section Title					=
Description	Days	Rate	QTY	Estimate	
001	days	@	x	-	
002	days	@	x	-	
003	days	@	x	-	
004	days	@	x	-	
Total Section Title					-

Total X \$ -

Exhibit 31

Employee's Withholding Certificate

OMB No. 1545-0074

2021

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
▶ **Give Form W-4 to your employer.**
▶ **Your withholding is subject to review by the IRS.**

Step 1:

**Enter
Personal
Information**

(a) First name and middle initial <u>Michael</u>	Last name <u>Bonner</u>	(b) Social security number [REDACTED]
Address [REDACTED]		▶ Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
City and state [REDACTED]		
(c) ☒ Single or Married filing separately ☐ Married filing jointly or Qualifying widow(er) ☐ Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2-4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the estimator at www.irs.gov/W4App, and privacy.

Step 2:

**Multiple Jobs
or Spouse
Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3-4); or
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; or
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld. ☐

TIP: To be accurate, submit a 2021 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3-4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3-4(b) on the Form W-4 for the highest paying job.)

Step 3:

**Claim
Dependents**

If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):

Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$

Multiply the number of other dependents by \$500 ▶ \$ 4

Add the amounts above and enter the total here

3 \$

**Step 4
(optional):
Other
Adjustments**

(a) **Other income (not from jobs).** If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income

4(a) \$

(b) **Deductions.** If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here

4(b) \$

(c) **Extra withholding.** Enter any additional tax you want withheld each pay period

4(c) \$ 0

Step 5:

**Sign
Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

▶ Michael Bonner
Employee's signature (This form is not valid unless you sign it.)

▶ 11-29-2021
Date

**Employers
Only**

Employer's name and address

First date of
employment

Employer identification
number (EIN)



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1: Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) <u>Bonner</u>	First Name (Given Name) <u>Michael</u>	Middle Initial	Other Last Names Used (if any)
Address (Street Number and Name) [REDACTED]		City or Town	State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's E-mail Address	Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☒ 1. A citizen of the United States	QR Code - Section 1 Do Not Write In This Space
☐ 2. A noncitizen national of the United States (See instructions)	
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
☐ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number. 1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____	

Signature of Employee <u>Michael Bonner</u>	Today's Date (mm/dd/yyyy) <u>11-29-2021</u>
--	--

Preparer and/or Translator Certification (check one):

☒ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name) <u>Bonner</u>	First Name (Given Name) <u>Michael</u>	M.I.	Citizenship/Immigration Status <u>American Citizen</u>
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List A
Identify and Employment Authorization

OR

List B
Identity

AND

List C
Employment Authorization

Document Title <u>Drivers License</u>	Document Title <u>Social Security</u>
Issuing Authority <u>State: California</u>	Issuing Authority <u>Dept. of Soc. Sec.</u>
Document Number <u>[REDACTED]</u>	Document Number <u>[REDACTED]</u>
Expiration Date (if any) (mm/dd/yyyy) <u>09/27/2024</u>	SSN: <u>[REDACTED]</u>
	Expiration Date (if any) (mm/dd/yyyy) <u>N/A</u>
Document Title	
Issuing Authority	
Document Number	
Expiration Date (if any) (mm/dd/yyyy)	
Document Title	
Issuing Authority	
Document Number	
Expiration Date (if any) (mm/dd/yyyy)	

Additional Information

QR Code - Sections 2 & 3
Do Not Write In This Space

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): 11.15.21 (See instructions for exemptions)

Signature of Employer or Authorized Representative <u>[Signature]</u>	Today's Date (mm/dd/yyyy) <u>11.15.21</u>	Title of Employer or Authorized Representative <u>Production Supervisor</u>
Last Name of Employer or Authorized Representative <u>Jaramillo</u>	First Name of Employer or Authorized Representative <u>Nicolas</u>	Employer's Business or Organization Name <u>Epoch Media Group LLC</u>
Employer's Business or Organization Address (Street Number and Name) <u>843 Seward St</u>	City or Town <u>LA</u>	State <u>CA</u>
		ZIP Code <u>90038</u>

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

Exhibit 32



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.)

Last Name (Family Name) KHANDIKIAN	First Name (Given Name) RAFFI	Middle Initial N	Other Last Names Used (if any)
Address (Street Number and Name) [REDACTED]		City or Town [REDACTED]	State [REDACTED] ZIP Code [REDACTED]
Date of Birth (mm/dd/yyyy) [REDACTED]	U.S. Social Security Number [REDACTED]	Employee's E-mail Address [REDACTED]	Employee's Telephone Number [REDACTED]

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☒ 1. A citizen of the United States	QR Code - Section 1 Do Not Write In This Space
☐ 2. A noncitizen national of the United States (See instructions)	
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
☐ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number. 1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____	

Signature of Employee Raffi Khandikian	Today's Date (mm/dd/yyyy) 10-30-2019
---	---

Preparer and/or Translator Certification (check one):

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name) KHANDIKIAN	First Name (Given Name) RAFFI	M.I. N	Citizenship/Immigration Status U.S.A
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title PASSPORT		Document Title Driver's License		Document Title SSN
Issuing Authority U.S.A		Issuing Authority State:		Issuing Authority USA
Document Number [REDACTED]		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy) 05-12-2027		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy) N/A
Document Title		Additional Information QR Code - Sections 2 & 3 Do Not Write In This Space		
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): **10-30-2019** (See instructions for exemptions)

Signature of Employer or Authorized Representative 	Today's Date (mm/dd/yyyy) 10.30.19	Title of Employer or Authorized Representative Production Supervisor	
Last Name of Employer or Authorized Representative Jaramillo	First Name of Employer or Authorized Representative Nicolas	Employer's Business or Organization Name Epoch Media Group LLC	
Employer's Business or Organization Address (Street Number and Name) 843 Seward Street	City or Town LA	State CA	ZIP Code 90038

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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Form W-4 (2019)

Future developments. For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2019 if **both** of the following apply.

- For 2018 you had a right to a refund of all federal income tax withheld because you had **no** tax liability, **and**
- For 2019 you expect a refund of all federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2019 expires February 17, 2020. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2019 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income not subject to withholding outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2019. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filers with multiple jobs or working spouses. If you have more than one job at a time, or if you're married filing jointly and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income not subject to withholding, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Additional Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note: Generally, you may claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you may be eligible to claim a child tax credit for each of your eligible children. To qualify, the child must be under age 17 as of December 31, must be your dependent who lives with you for more than half the year, and must have a valid social security number. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

Line F. Credit for other dependents. When you file your tax return, you may be eligible to claim a credit for other dependents for whom a child tax credit can't be claimed, such as a qualifying child who doesn't meet the age or social security number requirement for the child tax credit, or a qualifying relative. To learn more about this credit, see Pub. 972. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total

Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records.

W-4 Form Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate		OMB No. 1545-0074	
		2019			
1 Your first name and middle initial RAFFI N.		Last name KHANDIKIAN		2 Your social security number [REDACTED]	
		3 ☐ Single ☒ Married ☐ Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."			
		4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ☐			
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)		5		6 \$ 0	
6 Additional amount, if any, you want withheld from each paycheck		6			
7 I claim exemption from withholding for 2019, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here		7			
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature (This form is not valid unless you sign it.) Raffi N. Khandikian					
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)		9 First date of employment		10 Employer identification number (EIN)	

Exhibit 33

Employee's Withholding Certificate

OMB No. 1545-0074

2021

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
▶ **Give Form W-4 to your employer.**
▶ **Your withholding is subject to review by the IRS.**

Step 1:
Enter
Personal
Information

(a) First name and middle initial James p	Last name Connor	(b) Social security number [REDACTED]
Address [REDACTED]		▶ Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
(c) ☒ Single or Married filing separately ☐ Married filing jointly or Qualifying widow(er) ☐ Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2-4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the estimator at www.irs.gov/W4App, and privacy.

Step 2:
Multiple Jobs
or Spouse
Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3-4); **or**
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld ▶ ☐

TIP: To be accurate, submit a 2021 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3-4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3-4(b) on the Form W-4 for the highest paying job.)

Step 3:
Claim
Dependents

If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):

Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$

Multiply the number of other dependents by \$500 ▶ \$

Add the amounts above and enter the total here

3 \$

Step 4
(optional):
Other
Adjustments

(a) **Other income (not from jobs).** If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income

4(a) \$

(b) **Deductions.** If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here

4(b) \$

(c) **Extra withholding.** Enter any additional tax you want withheld each pay period

4(c) \$

Step 5:
Sign
Here

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

11/22/21

▶ **Employee's signature** (This form is not valid unless you sign it.)

▶ **Date**

Employers
Only

Employer's name and address

First date of
employment

Employer identification
number (EIN)



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) Connor		First Name (Given Name) James		Middle Initial P	Other Last Names Used (if any)	
Address (Street Number and Name) [REDACTED]		Apt. Number	City or Town		State	ZIP Code
Date of Birth (mm/dd/yyyy) [REDACTED]	U.S. Social Security Number [REDACTED]		Employee's E-mail Address [REDACTED]		Employee's Telephone Number [REDACTED]	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☒ 1. A citizen of the United States	QR Code - Section 1 Do Not Write In This Space
☐ 2. A noncitizen national of the United States (See instructions)	
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
☐ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number. 1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____	

Signature of Employee 	Today's Date (mm/dd/yyyy) 11/22/2021
--	--

Preparer and/or Translator Certification (check one):

☒ I did not use a preparer or translator.	☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
---	--

(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code

EXHIBIT 33-002



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name) <u>Connor</u>	First Name (Given Name) <u>James</u>	M.I.	Citizenship/Immigration Status <u>Citizen</u>
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List A
Identity and Employment Authorization

OR

List B
Identity

AND

List C
Employment Authorization

Document Title	Document Title	Document Title
Issuing Authority	Issuing Authority	Issuing Authority
Document Number	Document Number	Document Number
Expiration Date (if any) (mm/dd/yyyy)	Expiration Date (if any) (mm/dd/yyyy)	Expiration Date (if any) (mm/dd/yyyy)
Document Title	Document Title	Document Title
Issuing Authority	Issuing Authority	Issuing Authority
Document Number	Document Number	Document Number
Expiration Date (if any) (mm/dd/yyyy)	Expiration Date (if any) (mm/dd/yyyy)	Expiration Date (if any) (mm/dd/yyyy)
Document Title	Document Title	Document Title
Issuing Authority	Issuing Authority	Issuing Authority
Document Number	Document Number	Document Number
Expiration Date (if any) (mm/dd/yyyy)	Expiration Date (if any) (mm/dd/yyyy)	Expiration Date (if any) (mm/dd/yyyy)

Additional Information

QR Code - Sections 2 & 3
Do Not Write in This Space

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): 11.15.21 (See instructions for exemptions)

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name
Employer's Business or Organization Address (Street Number and Name)	City or Town	State ZIP Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

1 **PROOF OF SERVICE**

2 I am over the age of eighteen years, and not a party to the within action. My business address is Harris &
3 Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On March 1, 2026, I served
4 the within documents:

5 **SECOND AMENDED COMPLAINT**

6 Electronic Service: Based on a court order, I cause the above-entitled document(s) to be served
7 through Case Anywhere addressed to all parties appearing on the electronic service list for the above-
8 entitled case and on the interested parties in this case:

9 Stephen A. Rossi
10 Wei Kit Tai
11 MITCHELL SILBERBERG & KNUPP LLP
12 2049 Century Park East, 18th Floor
13 Los Angeles, CA 90067
14 T: 310.312.2000
15 sar@msk.com
16 wkt@msk.com

17 I declare under penalty of perjury that the above is true and correct. Executed on March 1, 2026, at Los
18 Angeles, California.

19 
20 Daniela Hill