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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DOUGLAS WORKMAN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

VERSATILE STUDIOS, INC, a California Corporation; MICHAEL DOS SANTOS, an individual; SEAN FRENCH, an individual; and DOE 1 through and including DOE 10,

Defendants.

Case No: 25STCV16425

JURY TRIAL DEMANDED
CLASS ACTION COMPLAINT

1. Cal. Lab. Code (the "Code") §§ 201.3, 201.5, 203, 204 and/or 204b Continuing Wages

2. Code § 226(a), Failure to Provide Compliant Wage Statements, and Wage Orders 4 and/or 12

3. Code § 226.7, 512 and Wage Orders 4 and/or 12, Failure to Provide Rest Breaks and Meal Periods

4. Code § 510, 515, and 1194 and Wage Orders 4 and/or 12, Failure to Pay Proper OT

5. Code §§ 1194 and 1198 and Wage Orders 4 and/or 12, Failure to Pay Proper Minimum Wages

6. Code § 2802 and Wage Orders 4 and/or 12, Failure to Reimburse Business Expenses

7. Code § 1174, 1174.5 and Wage Orders 4 and/or 12, Failure to Keep Accurate Payroll Records

8. Code § 226(b) and Wage Orders 4 and/or 12, Payroll Records

9. Code § 1198.5 and Wage Orders 4 and/or 12, Personnel Records

10. Cal. Bus & Prof. Code §§ 17200 *et seq.* – Restitution

11. Breach of Implied Employment Contract

12. Cal. Lab. Code §§ 2698 et seq., PAGA

Plaintiff DOUGLAS WORKMAN ("Workman" or "Plaintiff"), by and through his undersigned attorneys, alleges as follows:

JURISDICTION AND VENUE

1. This is a civil action seeking unpaid wages,[1] damages, statutory penalties and attorneys' fees and costs.

2. Venue as to Defendants is proper in this judicial district, pursuant to California Code of Civil Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business, have an agent, or are found in the County of Los Angeles and are within the jurisdiction of this Court for purposes of service of process.

THE PARTIES

3. Plaintiff Workman is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the State of California, routinely working within the County of Los Angeles.

4. Defendant VERSATILE STUDIOS, INC ("VSI") is a California Corporation, which at all times relevant herein, conducted business within the County of Los Angeles, State of California.[2]

5. Defendant MICHAEL DOS SANTOS ("DOS SANTOS") is a Chief Executive Officer and Executive Producer of VSI, who at all times relevant herein, conducted business within the County of Los Angeles of the State of California.

6. Defendant SEAN FRENCH ("FRENCH") is a Chief Operating Officer and Managing Partner of VSI, who, during the time periods relevant to this complaint, was and is a resident of the County of Los Angeles, State of California.

7. Defendants Doe One through and including Doe Ten are sued herein under the provisions of section 474 of the California Code of Civil Procedure. Plaintiff is unaware of the true names,

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[1] Under both Wage Order 4 and 12, "'Wages' includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

[2] Versatile Studios offers "comprehensive, scalable production services for quick-turnaround projects to large-scale projects," including "budgeting, studio and crew bookings, location scouting, scheduling, logistics, travel booking, transportation, shoot insurance, equipment rentals, post-production supervision, art buying and international productions." See Versatile Studios, About, https://production.versatilestudios.com/about/ (last visited May 12, 2025).

identities or capacities, whether corporate, individual or otherwise, of said fictitiously named defendants, but leave of Court will be prayed to amend this pleading to insert the same herein when finally ascertained. Plaintiff is informed, believes and thereupon alleges that each of the fictitiously named Defendants is an entity, which during the relevant time period maintained a place of business in the County of Los Angeles of the State of California. Defendants VSI, DOS SANTOS, FRENCH, and Does One through and including Doe Ten are hereinafter collectively referred to as Defendants. Defendants are "temporary services employers" as defined by California Labor Code (the "Code") § 201.3 and required to pay workers no less frequently than weekly.

8. Defendants are "temporary services employers"[3] as defined by Code § 201.3 and required to pay workers no less frequently than weekly. Section 201.3 provides, in part:

> **(a)** For purposes of this section, the following definitions apply:
> **(1)** "Temporary services employer" means an employing unit that contracts with clients or customers to supply workers to perform services for the clients or customers and that performs all of the following functions:
> **(A)** Negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services.
> **(B)** Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments.
> **(C)** Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer.
> **(D)** Assigns or reassigns workers to perform services for clients or customers.
> **(E)** Sets the rate of pay of workers, whether or not through negotiation.
> **(F)** Pays workers from its own account or accounts.
> **(G)** Retains the right to hire and terminate workers.
> **. . .**
> **(4)** "Client" and "customer" mean the person with whom a temporary services employer has a contractual relationship to provide the services of one or more individuals employed by the temporary services employer.
> **(b)(1)(A)** Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision.
> **. . .**
> **(c)** A temporary services employer who violates this section is subject to the civil penalties provided for in Section 203 and to any other penalties available at law.
> **(d)** This section shall not be interpreted to limit any rights or remedies otherwise

[3] Under both Wage Orders 4 and 12, an "'Employer' means any person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person."

available under state or federal law.

Code § 201.3.

9. As a "temporary services employer," VSI is an employing unit which contracts with clients to supply workers to perform services to clients. VSI performs all of the following functions: (A) Negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services (see, e.g. Exhibits 1-3)[4]; (B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments; (C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer; (D) Assigns or reassigns workers to perform services for clients or customers; (E) Sets the rate of pay of workers, whether or not through negotiation; (F) Pays workers from its own account or accounts; and (G) Retains the right to hire and terminate workers.

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

GENERAL ALLEGATIONS

11. Defendants employed Plaintiff during the class period as a crew member for the photography and filming of the production entitled "USB WADE BROS CREW" (hereinafter "the Production" during the industry-standard workweek of Sunday, February 4 to Saturday, February 10, 2024. Plaintiff was not paid for all hours worked and was paid late. For his services during the work

[4] Exhibit 1 is a sample of an ad agency script and storyboards for a television commercial. Exhibit 2 is a partially redacted, typical Association of Independent Commercial Producer's ("AICP") Film Production Cost Summary for a Neutrogena commercial. A more recent AICP Form is attached as Exhibit 3.

week ending Saturday, February 10, 2024, Defendants were required to pay the crew, including Plaintiff, by no later than the following Friday, February 16, 2024. However, his payment was not timely issued and was instead delayed beyond what is required by law and customary in the industry. **Exhibit 4** is the Wage Statement issued to Plaintiff for the pay period running from Sunday, February 4, 2024 to Saturday, February 10, 2024, reflecting Workman's work on the Production.

12. Although Plaintiff Workman 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 as required by Code §§ 201.3, 201.5, and/or 204, he has yet to be paid the full amount of all wages owing to him. The Plaintiff and Class Members have as of the date of filing of this Complaint not been fully compensated for work performed for the Defendants. On information and belief, Defendants never paid any of its employees a premium wage on account of a missed, tardy, combined or truncated rest break, an unlawful business practice. See, Safeway v. Sup. Ct., 238 Cal.App.4th 1138 (2015).

13. Plaintiff and the crew have not been paid accrued premium wages owing for the non-provision of compliant meal periods and/or rest breaks, as required by Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068 (May 6, 2024)("section 203 and section 226 claims can be brought based on unpaid and unreported missed-break premium pay.")

14. Plaintiff and Class Members were required to keep their walkie talkie radios and/or cell phones with them at all times, including during meal and rest breaks. Some breaks were simply not provided at all. Under Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th 257, 260 (2016), this policy denied Plaintiff and others the ability to take legally compliant meal and rest breaks as required by California law. **Exhibit 5** hereto is a partially redacted sample of call sheets for other California Motion Pictures, reflecting the industry practice of assigning specific walkie talkie channels to different departments, enabling ready communication by department when necessary and broad communications to all departments or groups of departments on other occasions.

15. VSI, DOS SANTOS, and FRENCH were joint employers of Plaintiff and Class Members. Employees and representatives of VSI, DOS SANTOS, and FRENCH were on location and worked alongside Plaintiff and Class Members, directing their work, providing feedback and making final decisions. They gave specific instructions on the manner in which work was to be completed and

reviewed and approved such work. They had creative and operational authority over the Production and Plaintiff's job.

16. At all relevant times mentioned herein, Wage Order 4 and/or 12 of the California Industrial Welfare Commission applied to Plaintiff and Class Members. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay, records, meal periods and rest periods (obligations which the employer, here, failed to fulfill). Wage Order 12 provides, in relevant part:

> **3. Hours and Days of Work.**
> (A) Daily Overtime - General Provisions
> (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1.5) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime as follows:
> (a) Employees may be employed up to a maximum of sixteen (16) hours including meal periods in any one day from the time they are required and do report until dismissed, provided the employee is compensated for such overtime at not less than:
> (1) For daily employees and weekly employees, excluding weekly employees guaranteed more than forty (40) hours a workweek and "on call" employees, one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any one workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
> (2) Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
> (3) Overtime payments shall not be compounded and all payments made by the employer for daily overtime on the basis herein above specified shall be applied toward any sum for weekly overtime.
> (4) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.
> . . .
> **7. <u>Records.</u>**
> (A) Every employer shall keep accurate information with respect to each employee including the following:
> (1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.
(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.
(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.
(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.
. . .
11. <u>Meal Periods.</u>
(A) No employer shall employ any person for a work period of more than six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than six (6) hours after the termination of the preceding meal period.
(B) Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
(C) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.
(D) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.
12. <u>Rest Periods.</u>
(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half

(3.5) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

Cal. Code of Regs., tit. 8, § 11120 ("Wage Order 12").

17. 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 deemed to have been made on the date that the employee's wages are mailed to the employee or made available to the employee at the location specified by the employer, whichever is earlier.
(d) For purposes of this section, an employment terminates when the employment relationship ends, whether by discharge, lay off, resignation, completion of employment for a specified term, or otherwise.
(e) Nothing in this section prohibits the parties to a valid collective bargaining agreement from establishing alternative provisions for final payment of wages to employees covered by this section if those provisions do not exceed the time limitation established in Section 204.

Code § 201.5.

18. Defendants employed individuals such as Plaintiff and Class Members to work on the production on motion pictures, yet Defendants failed to timely or fully pay them, all in violation, inter alia, of Code sections 201.3, 201.5, 204 and/or 204b.

19. At all relevant times mentioned herein, section 203 of the Code provided:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202 and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action therefore is commence; but the wages shall not continue for more than 30 days.

Code § 203. By failing to pay Plaintiff and Class Members all wages when due at termination, Plaintiff and Class Members are entitled to continuing wages pursuant to section 203 of the Code.

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

> All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Code § 204.

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

> Section 204 shall be inapplicable to employees paid on a weekly basis on a regular day designated by the employer in advance of the rendition of services as the regular payday.
>
> Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week.
>
> Labor performed by a weekly-paid employee during any calendar week and subsequent to the regular payday shall be paid for not later than seven days after the regular payday of the employer for such weekly-paid employee falling during the following calendar week.

Code § 204b. The Defendants' policy has been to devote insufficient resources to the payroll accounting function and/or to insufficiently fund the Production, with the inevitable result that employees are routinely paid in tardy fashion, in violation of sections 201.3, 201.5, 203, 204

and/or 204b of the Code, and otherwise in violation of the Code.

22. In no event should Plaintiff or Class Members have been paid later than the time periods established by sections 201.3, 201.5, 204 and 204b of the Code, but certain payments to Plaintiff were made after they were due, all leading to penalties under sections 203 and 204 and/or 204b of the Code.

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

> In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (a) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Code § 210. With respect to their obligations to Workman and the crew, Defendants violated section 210.

24. Code sections 226.7, 512 and Sections 4 and 12 of the Wage Order require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Section 11 of Wage Order 12 requires that "No employer shall employ any person for a work period of more than six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than six (6) hours after the termination of the preceding meal period." Defendants failed to maintain a policy informing all Class Members of these rights and failed to fulfill their obligations under section 7 of the Wage Order, requiring employers to maintain "accurate information with respect to each employee including the following: . . . [t]ime records showing when the employee begins and ends each work period. Meal periods . . . and total daily hours worked shall also be recorded."

25. Here, Defendants failed to apprise all 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 Class Members to take late meal breaks that occurred after the first 6 hours of each shift; (2) requiring Class Members to work shifts over 12 hours without providing a second meal period of 30 minutes in length; and (3) failing 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. At all relevant times

mentioned herein, section 226.7 of the Code provided:

> (a) As used in this section, "recovery period" means a cooldown period afforded an employee to prevent heat illness.
> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Code § 226.7.

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

> (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) 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 deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.
> . . . .
> (e) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.
> . . . .
> (g) An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees.

Code § 226. Defendants employed Plaintiff and Class Members, but, in all cases, Defendants failed to provide them with the data required by section 226(a) of the Code. The wage statement failed to identify accrued and unpaid wages owing on account of Defendants' failure to provide proper rest breaks. The wage statement failed to identify accrued and unpaid sums owing on account of Defendants' accrued obligation to provide reimbursement of employee expenses, such as expenses for maintaining cell phones.

27. At all relevant times mentioned herein, section 510(a) of the Code provided:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of at least one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

Code § 510.

28. Class Members were not timely paid proper overtime wages to which they were entitled in violation of Code §§ 510, 515 and 1194. Both late payment and nonpayment of overtime wages for all hours worked violates the overtime wage statute. Defendants are subject to the penalties for failing to pay each Class Member their overtime wages.

29. Section 512(a) of the Code provides, in part: "(a) An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes." Section 512(b)(1) of the Code provides, in part: "the Industrial Welfare Commission may adopt a working condition order permitting a meal period to commence after six hours of work." Code § 512(a) and (b)(1).

30. 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.

31. 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.

Code § 2802. Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in the performance of their duties, such as for the use of a personal cell phone and for motion picture production equipment and supplies.

32. 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," whether or not "on the clock" or before call time or after wrap.

32. Most major producers of motion pictures reimburse workers for their expense in maintaining personal cell phones. See **Exhibit 6**, a partially redacted group exhibit showing such daily reimbursements by other motion picture companies in Los Angeles County.

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

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

35. 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.

36. 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."

37. 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 7.** 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 7 (https://filmla.com/wp-content/uploads/2019/07/Filmmakers-code-of-coduct-2019.pdf., last accessed August 2, 2024).

38. Another, later version issued by FilmLA is to the same effect. **Exhibit 8**, 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 8, ¶ 6.

39. In addition, there is a "California Film Commission Filmmakers Code of Conduct" (the "CA Code") such as attached hereto as **Exhibit 9**. 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 9, p. 1 (https://cdn.film.ca.gov/wp-content/uploads/2020/11/Professional-Filmmakers-Code-of-Conduct.pdf).

40. 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."[5] These provisions do not apply to non-union workers such as Plaintiff, 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 Plaintiff might amend this Complaint to articulate precise details relating to these practices.

41. 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

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[5] 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.

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 10**, 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. ¶10.

42. A Warner Bros. "Filmmakers Code of Professional Responsibility" provides, in part, that:

> "5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals." Further: "11. . . . Remain within the boundaries of the property that has been permitted for filming."

Exhibit 11.

43. Exhibits 7-11 reflect industry practices in the filming of Motion Pictures in California, both television commercials and otherwise.

44. 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.

45. 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.

Code § 2802. Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in the performance of their duties, such as for the use of a personal cell phone and for motion picture production equipment and supplies.

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

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

Code § 558. Defendants are the 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.

47. 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. 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.

48. 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.

CLASS-ACTION ALLEGATIONS

49. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class composed of and defined as follows:

> Save with respect to full-time Staff personnel, all persons (whether exempt or non-exempt, whether paid directly or through a loan-out) paid on account of services provided for Defendant VSI in the filming of one or more Motion Pictures in California during the period beginning no earlier than four years prior to the filing of this action to the date of a decision on a Motion for Class Certification (such persons are referred to as "Class Members," and such period is referred to hereafter as the "Class Period").

50. This action has been brought and may be properly maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

51. Defendants, as to Plaintiff and Class Members, failed to pay all accrued overtime for all hours worked pursuant to sections 510, and 1194 of the Code. Accordingly, each Plaintiff and Class Member is entitled to payment of his or her unpaid overtime and interest as well as reimbursement of their attorneys' fees and reasonable costs.

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

53. Defendants, as to Plaintiff and Class Members, failed to timely compensate the workers as required by sections 201.3, 201.5, 203, 204 and/or 204b of the Code and, accordingly, Defendants' failure to make timely payment entitles Plaintiff and each Class Member to statutory damages.

54. Defendants, as to Plaintiff and Class Members, failed to provide meal and rest breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and, accordingly, Defendants' failure to provide meal and rest breaks entitles Plaintiff and Class Members to actual damages and/or statutory damages.

A. Numerosity

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

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

B. Commonality

57. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants failed to pay all wages in a timely fashion upon the discharge of their workers, all in violation of sections 201.3, 201.5, 204, and/or 204b as well as 203 of the Code.

b. Whether Defendants' failure to provide accurate itemized wage statements to their workers violates section 226(a), as required by the Code as well as Wage Orders 4 or 12.

c. Whether Defendants failed to provide meal breaks to their workers as required by the Code as well as Wage Orders 4 or 12.

d. Whether Defendants failed to provide rest breaks to their workers, as required by the Code as well as Wage Orders 4 or 12.

e. Whether Defendants failed to pay proper minimum wages to their workers under Code sections 1194 and 1194.2, as well as Wage Orders 4 or 12.

f. Whether Defendants failed to pay proper overtime wages to their workers Production under Code sections 510, and 1194, as well as Wage Orders 4 or 12.

C. Typicality

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

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

D. Adequacy of Representation

60. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represent Plaintiff are competent and experienced in litigation large employment class actions. E.g., Bithell v. E.P. Mgmt. Servs., 2007 Cal. App. Unpub. LEXIS 9706, *3 (2006). Neither Plaintiff nor Plaintiff's counsel have any conflict with the Class.

E. Superiority of Class Action

61. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages, failing to provide Class Members rest and meal periods without legal compensation. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be construed in the management of this action that would preclude its maintenance as a class action. The disposition of all claims of the members of the Class in a class action, rather than in individual

actions, benefits the parties and the Court. The interest of the Class Members in controlling the prosecution of separate claims against Defendants is small when compared with the efficiency of a class action.

FIRST CAUSE OF ACTION

(Continuing Wages, Code § 201.3, 201.5, 203
On Behalf of Plaintiff and the Class Against All Defendants)

62. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

63. Defendants employed Plaintiff as a crew member on several productions. Plaintiff was not paid all wages accrued upon separation from employment and not paid all wages accrued once the production ended.

64. Plaintiff, and Class Members consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies, radios and/or cell phones on their persons, turned on and audible at all times, including during their rest periods and meal breaks and/or they were precluded from leaving the set and its immediate environs during their breaks, all due to the requirements of the Filmmakers Code of Professional Responsibility. Accordingly, they were denied their breaks and are entitled to an additional thirty minutes of wages for each faux meal break, funds which remain unpaid.

65. Defendants' failure to compensate Plaintiff and Class Members within the time for which provision is made by section 201.5 of the Code, despite their knowledge of their obligation to do so, was and is "willful" as the word is used in section 203.

66. Pursuant to section 203 of the Code, Plaintiff and Class Members are entitled to continuing wages from Defendants in an amount according to proof, and Plaintiff is entitled to penalties of at least $30,000. Plaintiff 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 Plaintiff and the Class Against Defendants)

67. Plaintiff incorporates by reference each and every allegation set forth in this Complaint as though fully set forth herein.

68. Defendants failed to provide Plaintiff and Class Members with wage statements conforming to the requirements of section 226(a) of the Code. For example, the wage statements failed to report all accrued premium wages owing on account of missed, tardy or truncated meal periods and rest breaks; failed to report the legal name and address of the employer; failed to report gross or net wages earned; and failed to report all hours worked and rates.

69. The foregoing was intentional misconduct of Defendants that injured Plaintiff 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.

70. 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, Plaintiff 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. Plaintiff is 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 Rest Breaks and Meal Periods, Code § 226.7, 512 and
IWC Wage Orders 4 or 12)
On Behalf of Plaintiff and the Class Against Defendants)

71. Plaintiff incorporates by reference each and every allegation set forth in this Complaint as though fully set forth herein.

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

73. By its failure to provide required rest breaks and meal periods to Plaintiff and Class Members, Defendants willfully violated the provisions of Code sections 226.7, 512 and IWC Wage Orders 4 or 12.

74. Plaintiff and Class Members were not permitted to leave the set of the Production for any purported rest periods or meal breaks. They were required to be available via radio or cell phone at all times.

75. Because Defendants failed to properly provide the proper meal breaks or rest breaks, it is liable to Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods or rest breaks were not provided, pursuant to Code section 226.7, 512 and IWC Wage Order 4 or 12.

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

FOURTH CAUSE OF ACTION
(Damages for Unpaid Overtime Compensation,
Code §§ 510, 515, 558.1 and 1194
On Behalf of Plaintiff and the Class Against All Defendants)

77. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

78. During Plaintiff's employment by Defendants, Plaintiff, as well as Class Members, worked many hours, including overtime, without proper compensation for work performed, as required by law.

79. Plaintiff and Class Members are entitled to recover such unpaid overtime under section 1194 of the Code in an amount according to proof. Plaintiff and Class Members are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

FIFTH CAUSE OF ACTION
(Damages for Unpaid Minimum Wages,
Code §§ 1194, 1194.2 and 1198
On Behalf of Plaintiff and the Class Against All Defendants)

80. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

81. Plaintiff 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. See, Biggs v. Wilson, 1 F.3d 1537 (9th Cir. 1993).

82. Plaintiff and Class Members are entitled to recover liquidated damages under section 1194.2 of the Code in an amount according to proof for Plaintiff of at least $400. Plaintiff 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 Plaintiff and the Class Against All Defendants)

83. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

84. In discharge of their duties, Defendants required Plaintiff and Class Members to make purchases, maintain and/or rent equipment for their work on the set of a motion picture production. Plaintiff and Class Members were required to use their personal cellphones and/or computer equipment but were not always reimbursed for such use.

85. Pursuant to section 2802 of the Code, Plaintiff 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.

86. "The purpose of this statute is to prevent employers from passing their operating expenses on to their employees." Cochran v. Schwan's Home Serv., Inc., 228 Cal.App.4th 1137, 1144 (2014) (internal quotation marks and citation omitted). The duty to reimburse is triggered if the employer knew or had reason to know the employee has incurred an expense. Stuart v. Radioshack

Corp., 641 F.Supp.2d 901, 904 (N.D. Cal. April 30, 2009). "Once the employer has such knowledge, then it has the duty to exercise due diligence and take any and all reasonable steps to ensure that the employee is paid for the expense." Id..

87. Code section 2802(c) provides, in part, that "the term 'necessary expenditures or losses shall include all reasonable costs, including but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

88. Code section 2804 mandates that this statutory right cannot be waived: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State." Code § 2804.

SEVENTH CAUSE OF ACTION
(Failure to Maintain Employment Records, Code §§ 1174(d), 1174.5, and Wage Orders 4 or 12
On Behalf of Plaintiff Against All Defendants)

89. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

90. Defendants failed to comply with the requirements Code Section 1174, providing that employers "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . . employees employed at the respective plants or establishments." Further, Code Section 1174.5 provides that "[a]ny person employing labor who willfully fails to maintain . . . accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars ($500)."

91. With respect to Plaintiff and Class Members, Defendants failed, inter alia, to maintain proper records regarding accrued and unpaid wages owing on account of missed, truncated, combined and/or tardy meal periods and rest breaks.

92. Plaintiff and Class Members are entitled to recover damages and civil penalties for which provision is made by the Code.

EIGHTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request Code § 226(b)
On Behalf of Plaintiff Against All Defendants)

93. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

94. **Exhibit 12** is the partially redacted Plaintiff Workman request for records, sent to VSI on May 14, 2025. No Code Section 2810.5 California Wage Theft Prevention Act or any other requested document has been produced to Workman or his counsel.

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

96. Plaintiff has requested that Defendants permit inspection or copying of Plaintiff's employment records pursuant to Code section 226(b). Defendants failed to provide Plaintiff employment records within 21 days of the requests.

97. Pursuant to Code Section 226(b) and (f), Plaintiff is entitled, and hereby seek to recover from Defendants a seven-hundred-fifty dollar ($750) penalty, reasonable attorney's fees, and the costs of bringing this cause of action.

NINTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request Code § 1198.5
On Behalf of Plaintiff Against All Defendants)

98. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

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

100. Plaintiff requested that Defendants permit inspection or copying of the personnel records pursuant to Code section 1198.5. Defendants have failed to provide Plaintiff with an opportunity to inspect or copy the employment records within 30 days of the request.

101. Pursuant to Code Section 1198.5(k), Plaintiff is entitled, and hereby seeks to recover from Defendants a seven-hundred-fifty dollar ($750) penalty, reasonable attorney's fees, and the costs of bringing this cause of action.

TENTH CAUSE OF ACTION

(Unfair Business Practices Business and Professions Code section 17200 *et seq.*
On Behalf of Plaintiff and the Class Against All Defendants)

102. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

103. Business and Professions Code section 17200 *et seq.* prohibits acts of unfair competition, including any "unlawful, unfair, or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200 *et seq*. Plaintiff alleges that Defendants engaged in unfair business practices in California by the above-described failure to timely pay all wages due including overtime wages.

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

105. 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 Plaintiff and the Class Members and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and the Class Members.

106. The actions of Defendants entitle Plaintiff to seek the remedies available under section 17200 *et seq.* Plaintiff seeks 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. Plaintiff, on behalf of himself, 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, Plaintiff seeks the appointment of a receiver as necessary.

ELEVENTH CAUSE OF ACTION

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

107. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

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

109. "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).

110. 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).

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

112. The implied employment contracts between Plaintiff 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, regarding Plaintiff and the aforementioned Production, some terms of the implied employment contract between Plaintiff and Defendants are reflected in Exhibit 4.

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

TWELFTH CAUSE OF ACTION

(California Labor Code § 2698 et seq. Civil Penalties
(On Behalf of Plaintiff, the California Labor & Workforce Development Agency and Aggrieved Employees Against All Defendants)

114. Plaintiff realleges and incorporates herein by reference the allegations contained in this complaint as though fully set forth herein.

115. Pursuant to section 2699.3(a)(1) of the Labor Code, on November 19, 2024, Plaintiff submitted Plaintiff's PAGA Claim Notice online to the California Labor and Workforce Development Agency ("LWDA") and notified the LWDA of the specific provisions of the Labor Code alleged to have been violated by Defendants, including the theories set forth in the Complaint. Also on that day, Plaintiff gave written notice by certified mail to Defendants.

116. At all relevant times, Code section 2699.3(a)(2)(A) provided:

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

Code § 2699.3(a)(2)(A). After sixty-five (65) calendar days from the postmark date of the notice sent by Plaintiff, Plaintiff may "commence a civil action pursuant to Section 2699." Code § 2699.3(a)(2)(A). Sixty-five calendar days have passed since Plaintiff gave written notice of the PAGA violations to the LWDA and Defendants.

117. Defendant VSI employed Plaintiff as a crew member on the production titled "USB WADE BROS CREW" during the industry-standard workweek of Sunday, February 4 through Saturday, February 10, 2024. Plaintiff personally experienced multiple wage and hour violations and intends to seek civil penalties, attorneys' fees, and costs under PAGA. Plaintiff and other crew members worked on the Production 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' records were not accurate and complete as they do not reflect the actual hours worked and wages earned including unpaid minimum, overtime and premium wages. Defendants failed to provide compliant wage statements with all hours worked and failed to provide information as required by § 226(a) such as the gross wages, total

hours worked, net wages, inclusive dates of the period for which the employee is paid, name and address of the employer, and did not have proper sick leave information. The wage statements fail to report all accrued premium wages owing on account of Defendants' failure to provide compliant rest breaks and meal periods as required by the Wage Order and Naranjo. They did not receive information as required under § 2810.5.

118. Plaintiff wish to bring a representative action on behalf of Plaintiff and the State of California as well as on behalf of a group of Aggrieved Employees defined as: Plaintiff and/or other persons including exempt or non-exempt, union, nonunion, and loan-out workers, who performed services as exempt and nonexempt, below-the-line workers on the Production or other such projects produced in California by Defendants during the period from one year prior to the filing of the PAGA Notice until this case is resolved ("Aggrieved Employees").

WHEREFORE, Plaintiff prays judgment as follows:

1. That the Court certify a Class Action.

2. That, under the First Cause of Action, it be adjudged that the failure of Defendants to make payment of Plaintiff's and Class Members' wages was in violation of section 201.3, 201.5, 204 and/or 204b 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 Plaintiff and the Class, in the amount of not less than $350,000, and costs and reasonable attorneys' fees in accordance with the provisions of Code section 218.5.

3. That, under the Second Cause of Action, Code § 226(a), Failure to Provide Compliant Wage Statements, and Wage Orders 4 and/or 12, this Court enter judgment in favor of Plaintiff, in an amount of at least $50, not including interest thereon, reasonable attorneys' fees and cost of suit, and enter judgment in favor of the Class Members against Defendants in the amount of damages, interest, and costs, according to proof, and costs and reasonable attorneys' fees in accordance with the provisions of Code section 226(e).

4. That, under the Third Cause of Action, Code §§ 226.7, 512 and Wage Orders 4 and/or 12, Failure to Provide Rest Breaks and Meal Periods, this Court enter judgment in favor of Plaintiff and the

Class Members and award them their damages, penalties, and costs of suit, all according to proof, pursuant to section 218.5 and other relevant sections of the Code.

5. That, under the Fourth Cause of Action, Code § 510, 515, and 1194 and Wage Orders 4 and/or 12, Failure to Provide Pay Proper Overtime, this Court enter judgment in favor of Plaintiff and Class Members in the amount of unpaid overtime wages according to proof, including interest thereon, reasonable attorneys' fees and cost of suit, and enter judgment against Defendants in the amount of damages according to proof, interest thereon, reasonable attorneys' fees and cost of suit.

6. That, under the Fifth Cause of Action, Code §§ 1194 and 1198 and Wage Orders 4 and/or 12, Failure to Provide Pay Proper Minimum Wages, this Court enter judgment in favor of Plaintiff and Class Members and award them their damages, penalties, liquidated damages, reasonable attorney's fees and costs of suit, all according to proof, of no less than $50 for Plaintiff, pursuant to section 218.5, 1194, 1194.2, 1198 and other relevant sections of the Code.

7. That, with respect to the Sixth Cause of Action, Code § 2802 and Wage Orders 4 and/or 12, Failure to Reimburse Business Expenses, this Court enter judgment in favor of Plaintiff and Class Members against all Defendants in an amount according to proof, interest thereon, costs and reasonable attorney's fees in accordance with Code section 2802(c).

8. That, with respect to the Seventh Cause of Action, Code § 1174, 1174.5 and Wage Orders 4 and/or 12, Failure to Keep Accurate Payroll Records, the Court enter judgment in favor of Plaintiff and Class Members against all Defendants in an amount according to proof, interest thereon, costs and reasonable attorney's fees in accordance with law.

9. That, with respect to the Eighth Cause of Action, Code § 226(b) and Wage Orders 4 and/or 12, Payroll Records, this Court enter judgment in favor of Plaintiff against Defendants of $750, reasonable attorney's fees, and the costs of bringing this cause of action under Code Section 226(b) and (f).

10. That, with respect to the Ninth Cause of Action, Code § 1198.5 and Wage Orders 4 and/or 12, Personnel Records, this Court enter judgment in favor of Plaintiff against Defendants of $750, reasonable attorney's fees, and the costs of bringing this cause of action pursuant to Code Section 1198.5(k).

11. That, under the Tenth Cause of Action, it be adjudged that Defendants' violations of the applicable Wage Order and above cited sections of the Code, and violated section 17200 *et seq*. of the California Business and Professions Code. Accordingly, Plaintiff requests that the Court order Defendants to pay restitution with interest to Plaintiff and the Class Members. In addition, Plaintiff requests that the Court award Plaintiff's reasonable attorneys' fees and costs, pursuant to section 218.5 of the Code and section 1021.5 of the California Code of Civil Procedure.

12. That, with respect to the Eleventh Cause of Action, Breach of Implied Employment Contract, this Court enter judgment in favor of Plaintiff and Class Members against all Defendants in an amount according to proof, interest thereon, costs and such other reasonable relief as may be appropriate in the circumstance.

13. That, with respect to the Twelfth Cause of Action, violation of PAGA, civil penalties as well as attorney's fees and reimbursement of costs incurred.

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

DATED: June 4, 2025

Respectfully submitted,

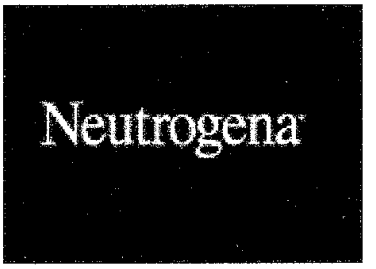
HARRIS & RUBLE

Alan Harris
Attorney for Plaintiff

INDEX TO EXHIBITS

Exhibit 1	A sample of an ad agency script and storyboards for a television commercial.
Exhibit 2	A partially redacted, typical Association of Independent Commercial Producer's ("AICP") Film Production Cost Summary for a Neutrogena commercial.
Exhibit 3	AICP Form
Exhibit 4	Wage Statement issued to plaintiff 2/21/2024 (Partially Redacted
Exhibit 5	Call sheets with references to walkie channels (Partially Redacted)
Exhibit 6	Wage Statements reflecting cell phone reimbursement practices, various dates (Partially Redacted)
Exhibit 7	"FilmLA Filmmakers' Code of Professional Responsibility" (the "LA Code"), the version issued in 2019.
Exhibit 8	"FilmLA Filmmakers' Code of Professional Responsibility" (the "LA Code"), version issued 2021.
Exhibit 9	Ca. Film Commission Code of Professional Responsibility, 11/2020
Exhibit 10	AICP Code of Professional Responsibility, 2019
Exhibit 11	Warner Bros. Code of Professional Responsibility
Exhibit 12	Workman prefiling record request to to VSI, dated 5/14/2025 (Partially Redacted)

EXHIBIT 1



PRE-PRODUCTION BOOK

JOB # 2007-086

Spot Stress Control Scrub :30 Version

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

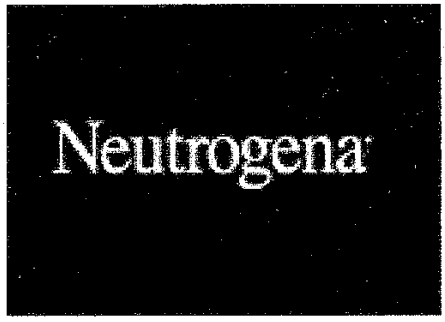
PRE LIGHT DATE:
December 11th, 2007
SHOOT DATES:
December 12th and 13th, 2007

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

EXHIBIT - 001.001

8

Personnel



Calendar

Shoot Objectives

Boards/Post Clarification

Scripts

Stage

Talent/Wardrobe/Art

Crew/Vendors

Neutrogena

Job # 2007-086 PERSONNEL

CLIENT

CLIENT	**NEUTROGENA**	TEL FAX
SVP Marketing		
GVP, Marketing & Advertising		
VP, Director, Creative & Broadcast Media Services		

AGENCY

AGENCY	**DDB PARIS** 55 Rue d Amsterdamn 75008 Paris
Agency Producer	Sally Llewellyn
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 10013
Director	Ken Nahoum
Executive Producer	Cory Nahoum
Producer	Kim Bradshaw

EDITOR

Editing House	
Editor	
Executive Producer	
Assistant Editor	

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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

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SHOOTING OBJECTIVES
Visibly Clear
Acne Stress control
Scrub & Foam

30"

December 5th

DDB

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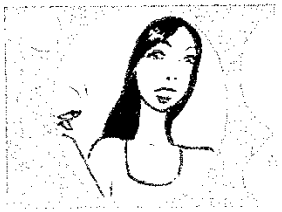
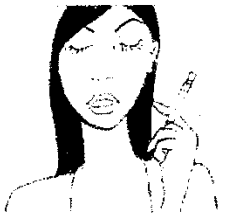
EXHIBIT - 001.005

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®

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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

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DDB

SCRUB VERSION

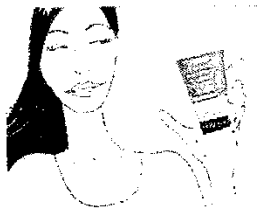
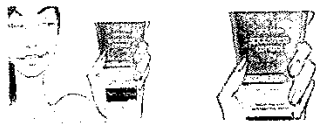
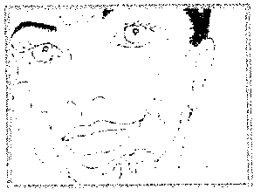
Frames	Voice-over English	Shooting objectives	Description
7 	**New Neutrogena**	To introduce the product in a dynamic way	cut : different kind of gesture will be play to make this dynamic relevant and natural. Camera must stay static .
8-9 	**Spot Stress Control Daily**	To focus on the product and secure 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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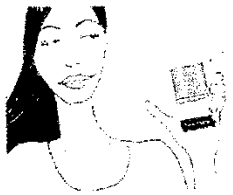
EXHIBIT - 001.008

DDB

FOAM VERSION

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 turns her face naturally as in the US film. (choice to do)

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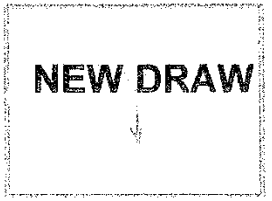
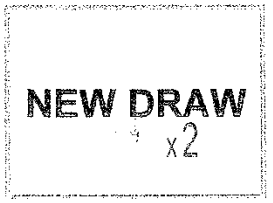
Frames	Voice-over English	Shooting objectives	Description
11	**With exclusive Micro Clear it penetrates twice deeper**	To show the effective action of the product on emerging spots and to register the MicroClear technology	We see the product coming from the left side of the screen. A green arrow will 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

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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.

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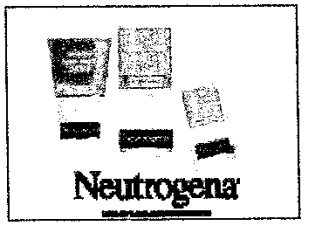
EXHIBIT - 001.011

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.

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SHOOTING OBJECTIVES
Visibly Clear

December 5th 2007

Popped Spot Kit

30" + 20"

DDB

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EXHIBIT - 001.013

DDB

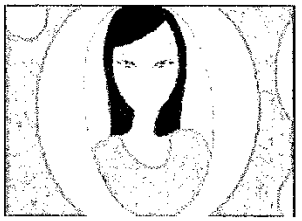
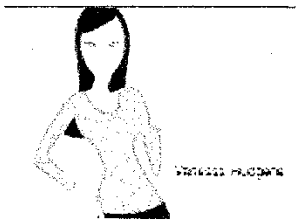
Frames	Voice-over *English / French / German*	Shooting Objectives	(Description)
1 		Establish the Neutrogena brand.	This film is in line with the visibly Clear family : simple & direct, white background. ; and a touch of fun for our friends teenager. This will be done by the tone of voice, the music and the execution.
2 	**LIPSYNCH** *This spot?* *Ce bouton ?* *Pickel?*	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** *Couldn't resist! I popped it!* *Je n'ai pas résisté ! Je l'ai percé !* *Manchmal kann ich's nicht lassen* *Ich einfach platzen!*	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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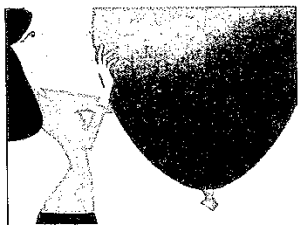
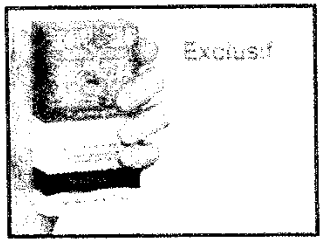
EXHIBIT - 001.014

DDB

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 	*Now it's worse.* *Maintenant, c'est pire* *Aber dann wird's (nur noch) schlimmer!*	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.* *Nouveau …* *Neu.*	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®

DDB

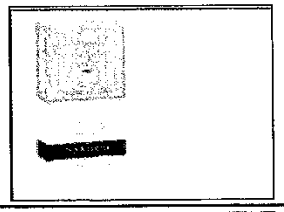
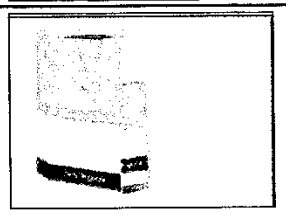
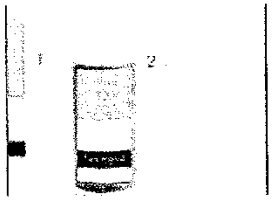
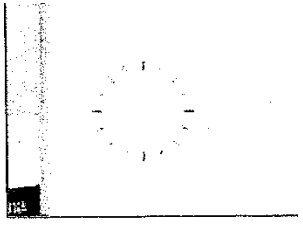
Frames	Voice-over	Shooting Objectives	(Description)
FADE 7 	*Visibly clear…* *Visibly Clear,* *Dus wasio Visibly Clear*	Dramatization of the kit concept.	
8 	*Popped Spot Kit* *Kit Boutons Perçés* *Pickel-Schortmiffe*		The lotion flies out of the box, following by blue transparents patches behind it.
9 	*only from Neutrogena* *une exclusivité Neutrogena* *Set von Neutrogena (speziell bei aufgedrückten Pickeln).*	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.
10 			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 pacth is suround by a circular graphic effect that increase is visibility. A super « Healing patches » appears.

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EXHIBIT - 001.016

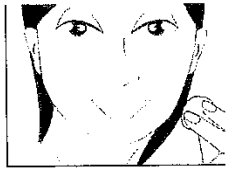
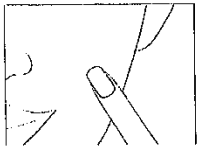
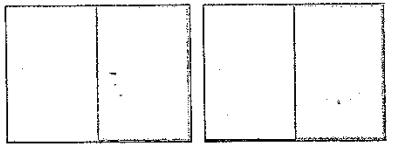
Frames	Voice-over	Shooting Objectives	(Description)
11 CUT	*Its purifying…* *Sa lotion purifiante …* Die Reinigungslotion.	To establish the easy usage which is : - The application of the lotion on a cotton wool.	Cut. The camera zoom in on the action We see the end of this movement (even if we will shot it entirely) ie. the cotton wool move away from the bottle.
12-13-14 CUT 	*…helps to eliminate impurities.* *… aide à éliminer les impuretés.* Beseitigt Unreinheiten potentiell	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 (innovativer) Repair-Patch hilft aufgedrückte 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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EXHIBIT - 001.017

DDB

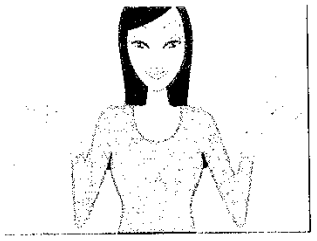
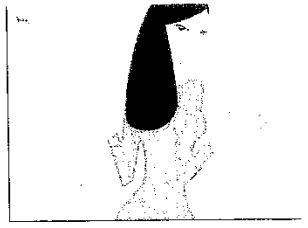
Frames	Voice-over	Shooting Objectives	(Description)
18		Key benefit beauty shot & connection with the talent.	Cut: we reconnect with the talent by a beauty shot (without any patch on her face). Slight circular dollying. She is happy.
19 	**LIPSYNCH** *My popped spot?* *Mon bouton perçé ?* Aufgeschlossener Pickel?	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.

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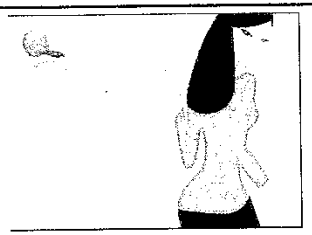
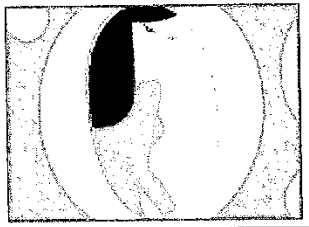
EXHIBIT - 001.018

DDB

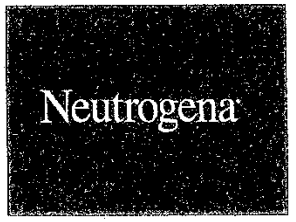
Frames	Voice-over	Shooting Objectives	(Description)
21 	**LIPSYNCH** *Out of here!* *Envolé !* Einfach weg!	To finish 13, highlight : - The spot disappearing - The simplicity and quick efficiency of the product	...and disappears. We have KK smiling to the camera, her attitude is « job done ». Option 1 -She shows the balloon with her finger in a natural way. Option 2 – she lets go of the balloon
22 	*New.* *Nouveau* Neu	Beauty shot & playful connexion.	We close on her in an eye blink.
23 Neutrogena	*Visibly Clear Popped Spot Kit from Neutrogena.* *Visibly Clear Kit Boutons Percés de Neutrogena* *Visibly Clear Pickel-Soforthilfe-Set von Neutrogena.*	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®

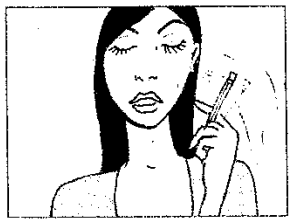
EXHIBIT - 001.019

Spot Stress control : 30" Version Scrub

05/12/07



When I get stressed, I get spots


Then I

get more stressed

«because I've got spots «

She breaks the pen.

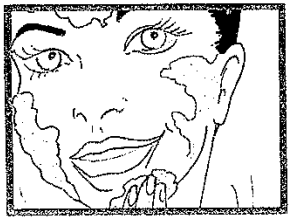
Ugh!

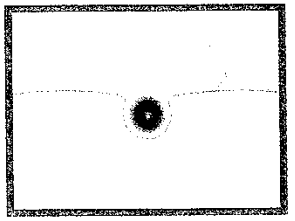
Any help here ?

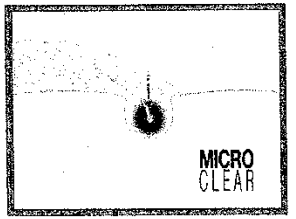
New Neutrogena

Spot Stress Control

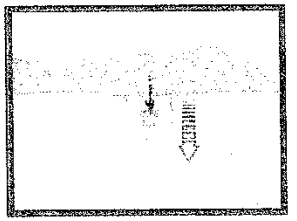
Daily

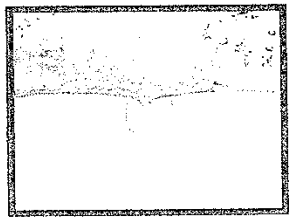

Scrub,

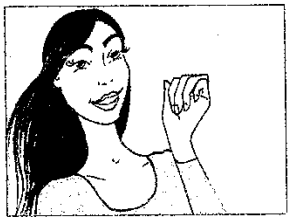




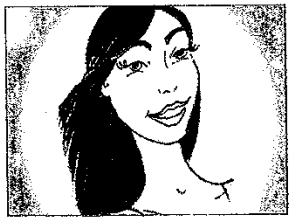
with exclusive MicroClear,
it penetrates twice


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


It clears my spots,


so I have one less stress

to deal with.

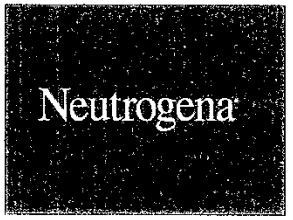


New Spot Stress control
from Neutrogena.

EXHIBIT - 001.020

Spot Stress control : 30" Version Foam

05/12/07



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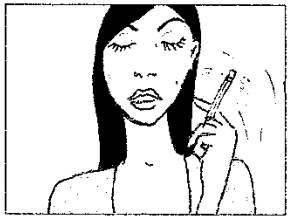

Then I

get more stressed

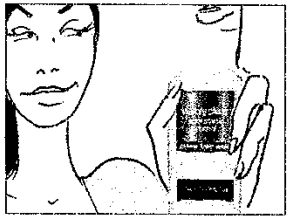
«because I've got spots «

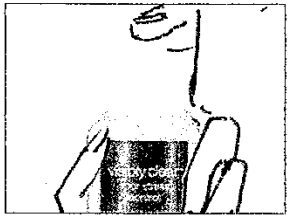
She breaks the pen.

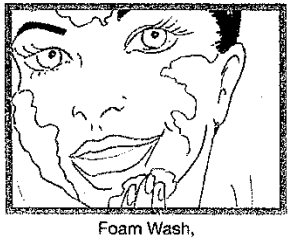
Ugh!

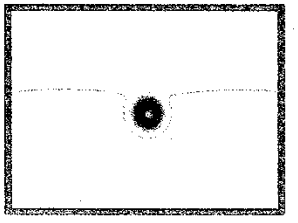
Any help here ?

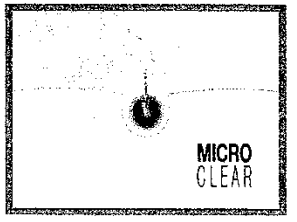
New Neutrogena


Spot Stress Control


Daily


Foam Wash,

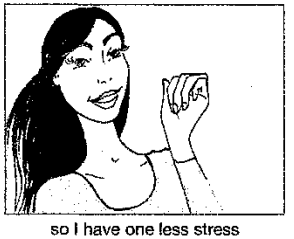




with exclusive MicroClear,
it penetrates twice

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

It clears my spots,


so I have one less stress

to deal with.

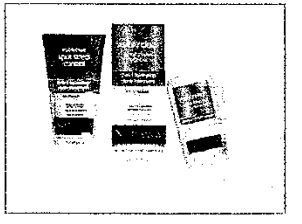
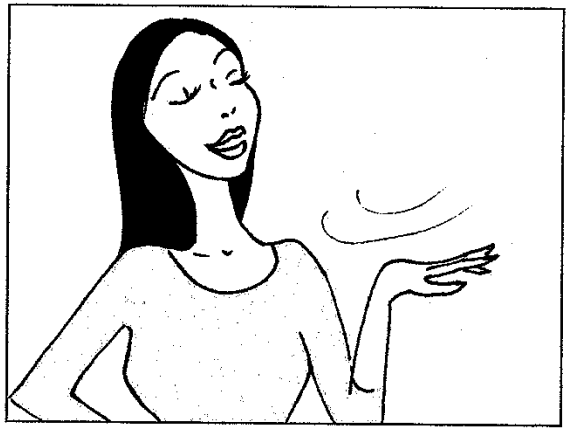

New Spot Stress control
from Neutrogena.

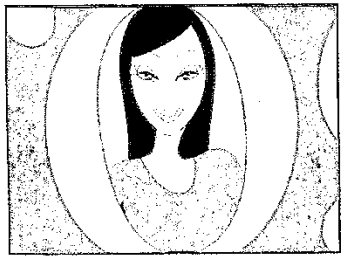
EXHIBIT - 001.021

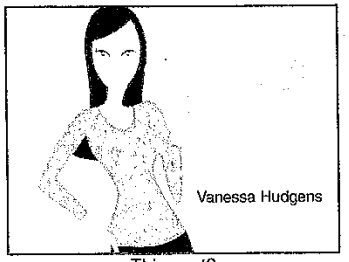
End alternative 1



End alternative 2

End alternative 3

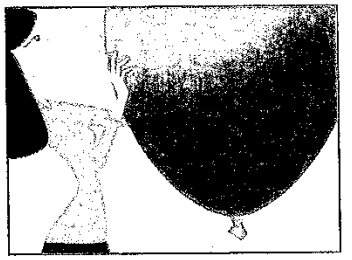


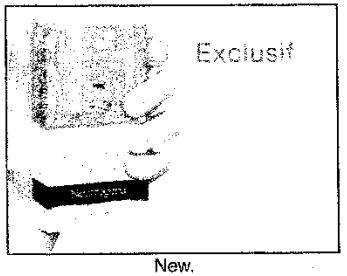


This spot?

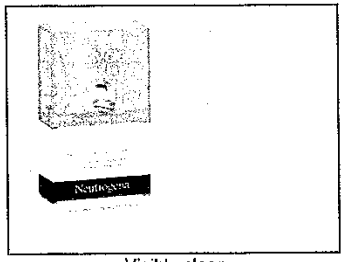
Couldn't resist! I popped it!

Now it's worse.

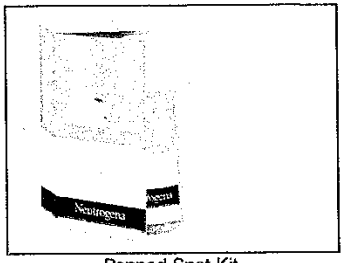




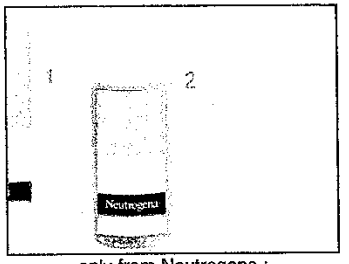
New.



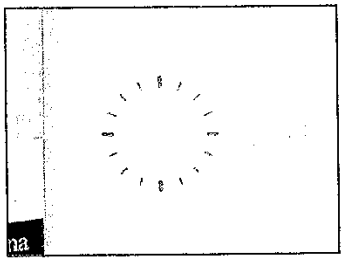
Visibly clear



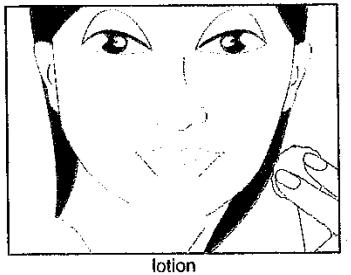
Popped Spot Kit,



only from Neutrogena :



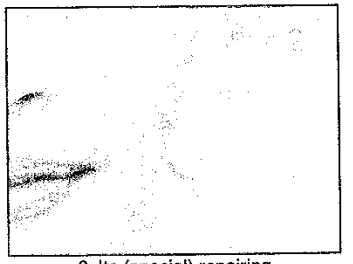
1. Its purifying



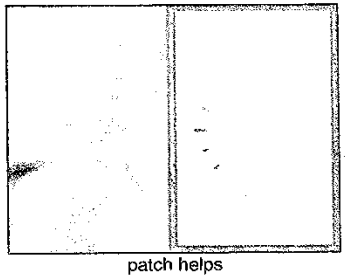
lotion

helps to eliminate

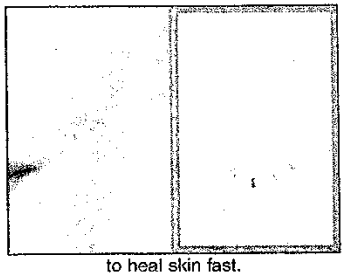
impurities.



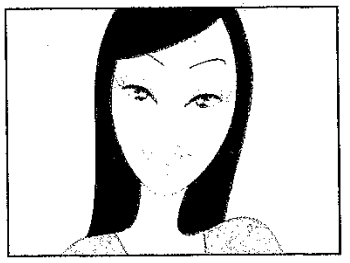
2. Its (special) repairing

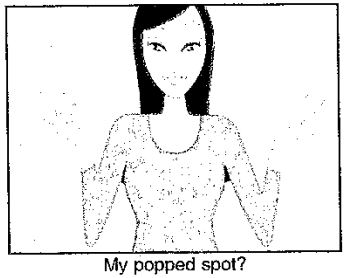


patch helps

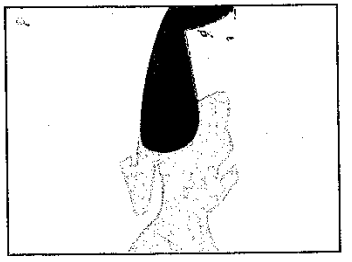


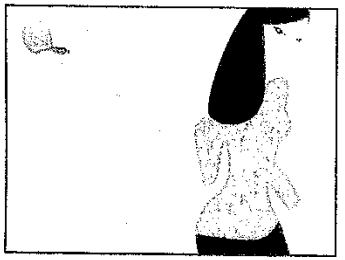
to heal skin fast.



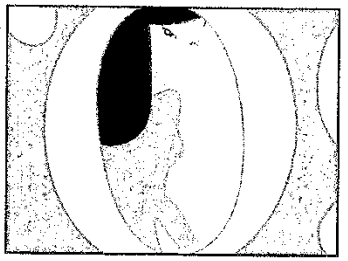


My popped spot?

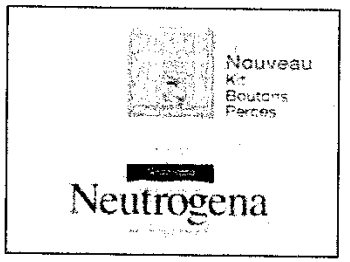




Out of here!



New.



Visibly Clear Popped Spot Kit from Neutrogena.

DDB

Neutrogena

Post Production

POST NEED ALL PACKAGING ASAP

VC Popped		Version Dated : 30.11.07	
		Post	In Camera
Frame 1	:	Neutogena 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 traîtés, stress, envolé !

Nouveau Spot stress Control de Neutrogena.

DDB°

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

Neutrogena

Popped Spot Kit
English Scripts
Dec 5th 2007

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.

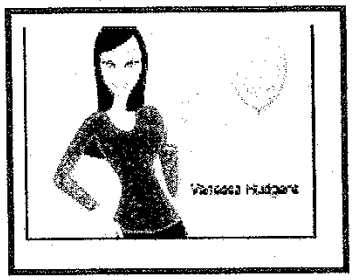
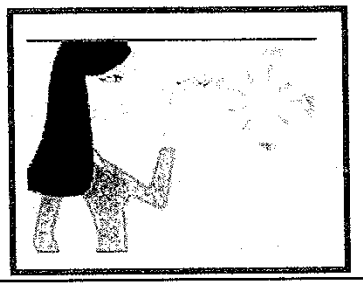
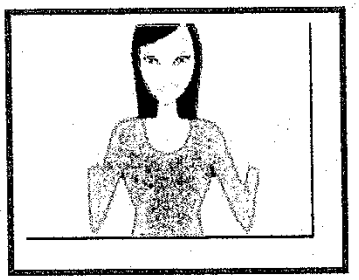
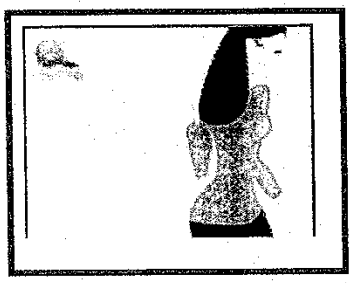
2. Shooting board. Acne Stress Control

		English	French Awaiting for approval	German
#1 Voice to Camera		**LIPSYNCH** When I get stressed, I get spots	**LIPSYNCH** Quand je stresse, j'ai des boutons, [kã ʒə stRɛs, ʒe 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 ʒe də butõ]	**LIPSYNCH** wegen der Pickel

2. Shooting board. Acne Stress Control

		English	French Awaiting for approval	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 butõ]	**LIPSYNCH** Es beseitigt meine Pickel
#8 Voice to Camera		**LIPSYNCH** so I have one less stress to deal with.	**LIPSYNCH** Fini le stress ! [fini lə strɛs]	**LIPSYNCH** Ein Stressfaktor weniger.

1. Shooting board. Popped Spot Kit – Lypsynch Part

		English	French	German
#1 Voice to Camera		This Spot	**Ce bouton ?** [s_ butõ ?]	**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 perçé ?** [mõ butõ p_Rse ?]	**Aufgedrückte Pickel?** [Owf-ge-druck-ta pickle?]
#4 Voice to Camera		Out of here!	**Envolé !** [ãv_le!]	**Einfach weg!** [Ine-fuck veck!]

Neutrogena®

Foreign Languages
Visibly Clear
Acne Stress control
Scrub & Foam

30"

November 28th

DDB

Neutrogena®

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

EXHIBIT - 001.034

DDB

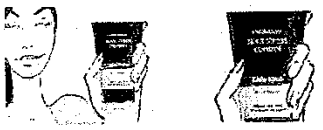
Frames	Voice-over English	Voice over French (awaiting for final approval	Voice over German
5	**LIPSYNCH** Ugh !	**LIPSYNCH** Argh !	LIPSYNCH Ugh.
6	**LIPSYNCH** Any help here ?	**LIPSYNCH** A l'aide ! [a lɛd]	LIPSYNCH Hilft mir jemand?

Neutrogena®

EXHIBIT - 001.035

DDB

SCRUB VERSION

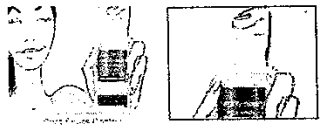
Frames	Voice-over English	Voice over French (awaiting for final approval	Voice over German
7	New Neutrogena	Nouveau Neutrogena	Neu: Neutrogena
8-9 	Spot Stress Control	Spot stress Control.	Spot Stress Control Alt. 1:Anti-Pickelstress. Alt. 2: Pickel Stress Control
10	Daily scrub wash	Gommage Quotidien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

Neutrogena®

EXHIBIT - 001.036

DDB

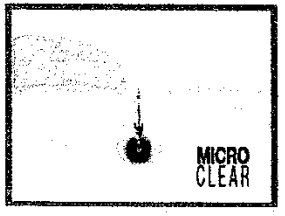
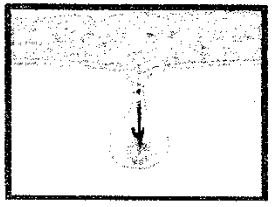
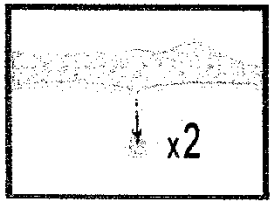
FOAM VERSION

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
11	Daily foam wash	Mousse Quotidienne	Daily foam wash Alt.1 : Tägliche Waschlotion

Neutrogena®

EXHIBIT - 001.037

DDB Paris

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®

EXHIBIT - 001.038

DDB Paris

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

Neutrogena®

EXHIBIT - 001.039

DDB Paris

Frames	Voice-over English	Voice over French (awaiting for final approval	Voice over German
16	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 vonNeutrogena.)

Neutrogena®

Neutrogena®

Foreign languages
Visibly Clear

December 5th 2007

Popped Spot Kit

30" + 20"

DDB

Neutrogena®

EXHIBIT - 001.041

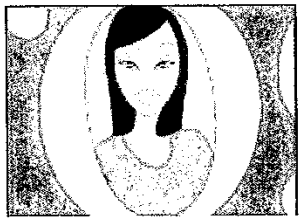
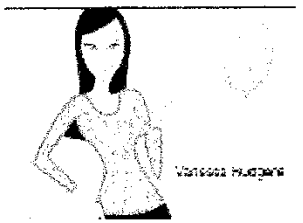
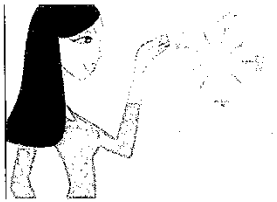
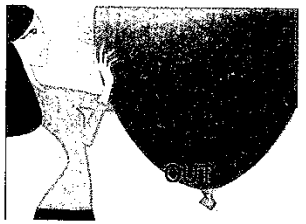
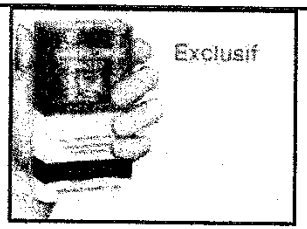
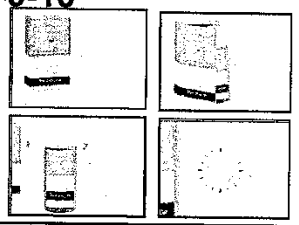
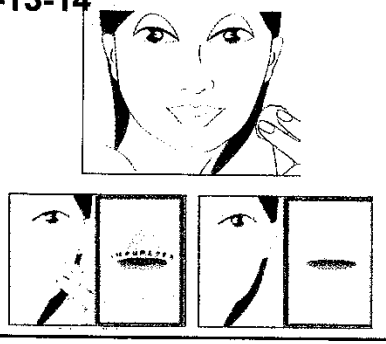
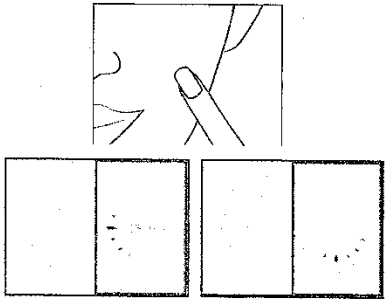
DDB Paris Frames	Voice-over English	Voice over French	Voice over German
1 			
2 	**LIPSYNCH** This spot?	**LIPSYNCH** Ce bouton ? [sə butõ ?]	LIPSYNCH Pickel? [Pickle?]
3 Zoom 	**LIPSYNCH** Couldn't resist! I popped it!	**LIPSYNCH** Je n'ai pas résisté ! Je l'ai percé ! [ʒə ne pa Reziste ! ʒə le pɛRse !]	LIPSYNCH 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 CUT			Neutrogena®

EXHIBIT - 001.042

DDB Paris

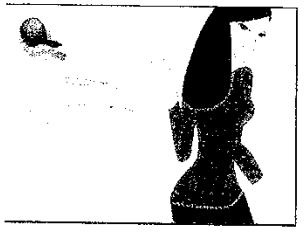
Frames	Voice-over English	Voice over French	Voice over German
5 CUT 	Now it's worse.	Maintenant, c'est pire	Aber dann wird's (nur noch) schlimmer!
6 	New. Visibly clear…	Nouveau Visibly Clear	Neu. Das erste Visibly Clear
7-8-9-10 FADE 	Popped Spot Kit, only from Neutrogena	Kit Boutons Perçés, une exclusivité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

DDB Paris

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®

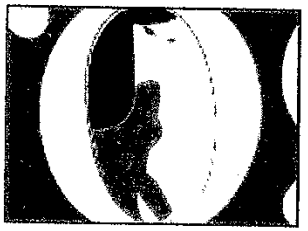
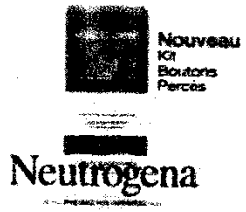
DDB Paris

Frames	Voice-over English	Voice over French	Voice over German
19	**LIPSYNCH** My popped spot?	**LIPSYNCH** Mon bouton perçé ? [mõ butõ pɛRse ?]	LIPSYNCH Aufgedrückte Pickel? [Owf-ge-druck-ta pickle?]
20			
21 	**LIPSYNCH** Out of here!	**LIPSYNCH** Envolé ! [ãvɔle!]	LIPSYNCH Einfach weg! [Ine-fuck veck!]

Neutrogena®

EXHIBIT - 001.045

DDB Paris

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 perçés de Neutrogena.	Visibly Clear Pickel-Soforthilfe-Set von Neutrogena.

Neutrogena®

EXHIBIT - 001.046

EDGE

Neutrogena

Job # 2007-086

STAGE

STAGE

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: [redacted]

Stage 6 Fax:

Contact: Rachel Staples
[redacted]

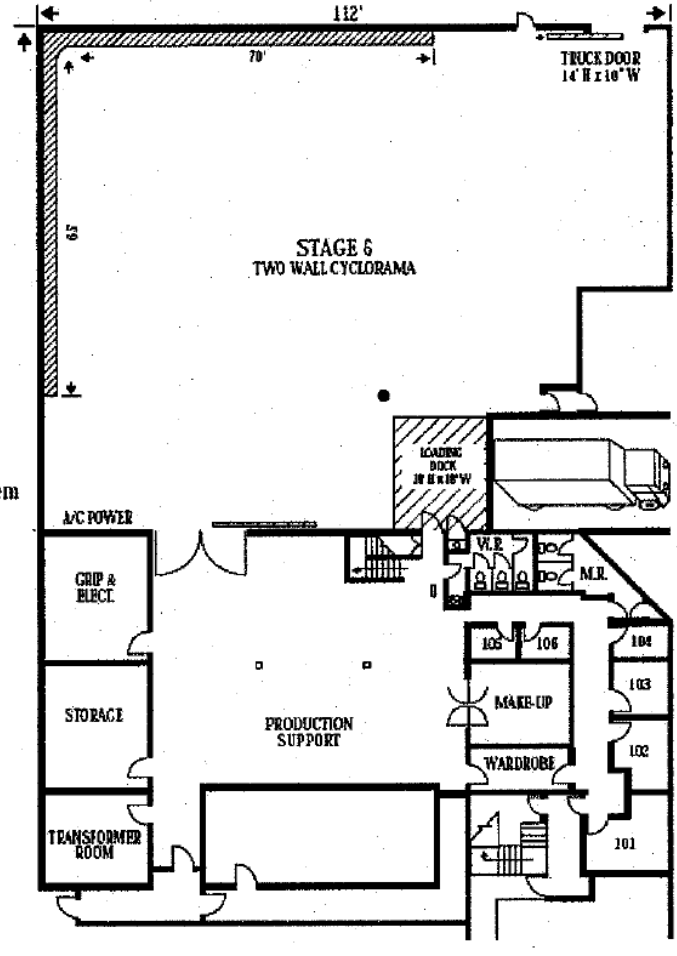
Stage Manager: TBD

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



EDGE

Neutrogena

Job # 2007-086

TALENT

ROLE	NAME	CONTACT
Vanessa Anne Hudgens	Vanessa Anne Hudgens	[redacted]

ROLE	NAME	CONTACT
Hand Model	Lena Khattar	[redacted]

ROLE	NAME	CONTACT
Stand In	Roxy Medina	[redacted]

EDGE

Neutrogena

Job # 2007-086

WARDROBE

SPOT

WARDROBE

2. ACNE STRESS SPOT

Pale Green, Aqua Top
Scooped Neck

Full length Pants
Beige, Natural in color

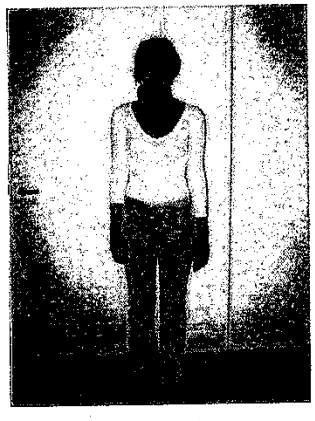
SPOT

1. VC POPPED SPOT

WARDROBE

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

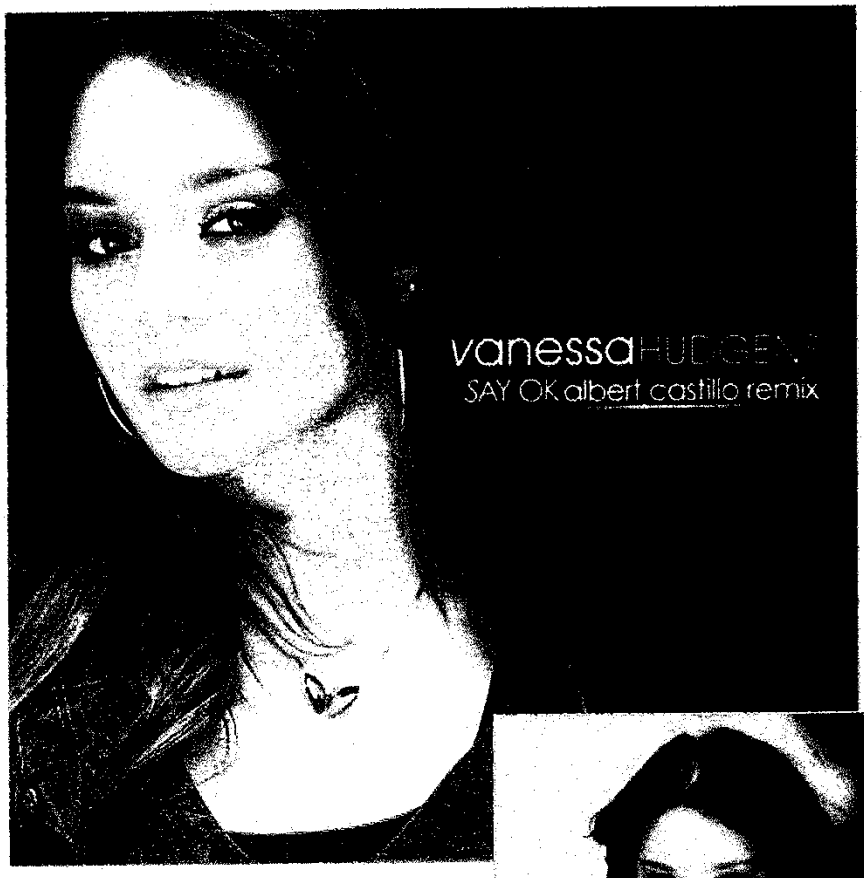
Full length Pants
Beige, Natural in color
More options, but this type



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.



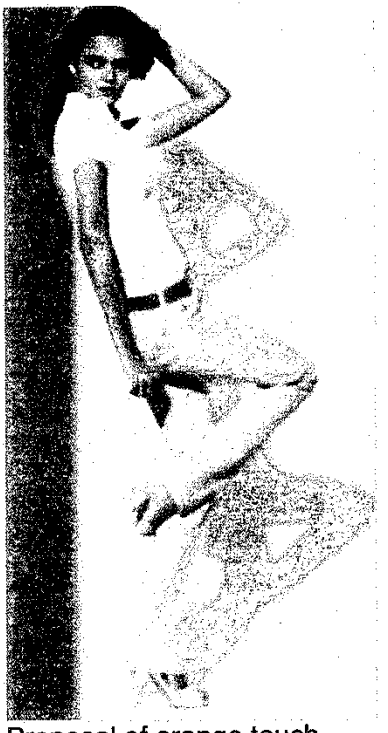
Make-up- Acne stress

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 definded.
Luminous skin

Stylism: acne stress control

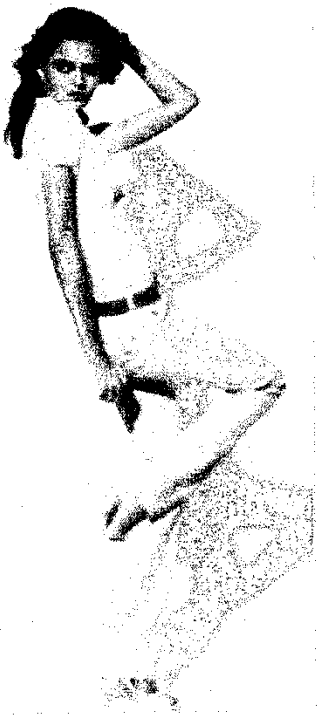
Mood: Same young, casual, simple and graphic stylism as for the last VC commercials.
Top: Color palate: orange or white (depend of the background)
Material: Light, soft and simple & feminine(jersey, coton, nothing shiny)
Trouser: Color palate: stone
Material: coton, nothing shiny

Choice A



Proposal of orange touch in the background.

Choice B



Or bring the light green colour on the top.

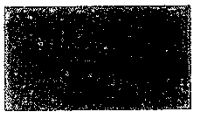
cropped pants
or stone trouser

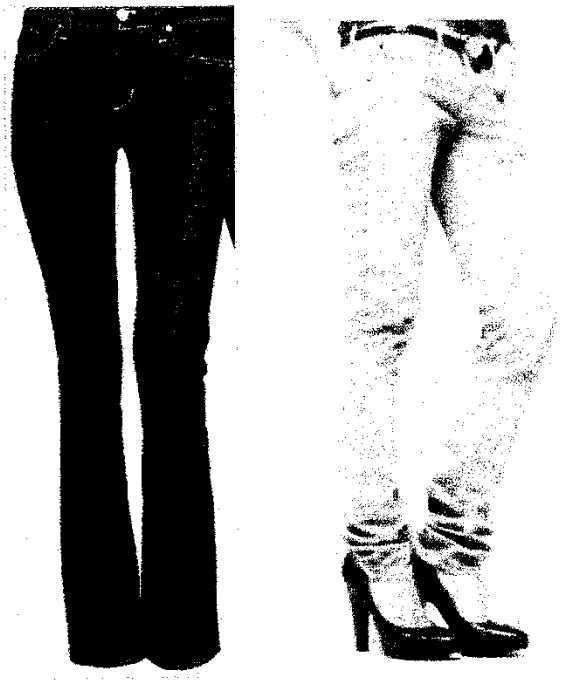
Stylism: popped spot kit

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

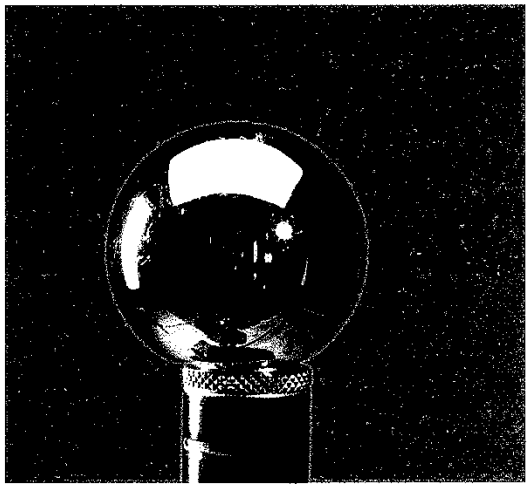
- Too much make up - too curly hair - cheap clothes.

EDGE

Neutrogena

Job # 2007-086

ART



Neutrogena

Job # 2007-086

ART

ORANGE TOUCH

EDGE

Neutrogena

Job # 2007-086

CREW

CREW

DIRECTOR	KEN NAHOUM
PRODUCER	CORY NAHOUM
PRODUCER	KIM BRADSHAW

PRODUCTION

PRODUCTION SUPERVISOR	GENO IMBRIALE
ASST. PROD. SUPERVISOR	TENEIL MOORE
PRODUCTION ASSISTANT (OFFICE)	MELANEE YOUNG
PRODUCTION ASSISTANT (PRODUCTION TRUCK)	T LEGRONE
PRODUCTION ASSISTANT	GRANT SMITH
PRODUCTION ASSISTANT	ANDRE YOUNG
PRODUCTION ASSISTANT	KENHALO MILLIAN
1ST ASST. DIRECTOR	NICK CONROY

CAMERA

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

EDGE

Neutrogena

Job # 2007-086

CREW

ELECTRIC & GRIP

GAFFER	SHAWN HELGEDALEN
KEY GRIP	KENNY JONES

ART DEPARTMENT

ART DIRECTOR	EVAN ROHDE

GLAM

WARDROBE STYLIST	IRENE ALBRIGHT
HAIR	CHRIS McMILLAN
MAKE UP	FRANCESCA TOLOT

VTR / SOUND / SCRIPT

VTR	MICHAEL DORFMAN
SOUND	DAVE SOUND
BOOM OP	TOM CATON
SCRIPT SUPERVISOR	BRITTA MARTINEZ

[redacted]

EDGE

Neutrogena

Job # 2007-086

CREW

ADDITIONAL CREW

DIALECT COACH BERNIE HILLER

CRAFT SERVICE PETRA PALOVICH

[redacted]

EDGE

Neutrogena

Job # 2007-086

VENDORS

VENDORS

AGENT Art Director	**SHELDON PROSNIT AGENCY** 800 S. Robertson Blvd, Ste 6 Los Angeles, CA 90035
AGENT Director of Photography	**ICM** 10250 Constellation Blvd. Los Angeles, CA 90067
AGENT Hair	**CLOUTIER** 1026 Montana St Santa Monica, CA 90403
CAMERA	**OTTO NEMENZ INTERNATIONAL** 870 N. Vine St. Los Angeles, CA 90038
CAR RENTAL	**CALIFORNIA RENT A CAR** 11725 Santa Monica Blvd Los Angeles, CA 90025
CAR SERVICE	**LAND SEA & AIR**
CRANE	**STRAIGHT SHOOT'R** 6447 Independence Ave. Woodland Hills, CA 91367
DAILIES	**RUSHES** 7819 Beverly Blvd. Los Angeles , CA 90036
DOLLY	**JL FISHER** [redacted]
ELECTRIC EQUIPMENT	**GMT STUDIOS** 5251 Buckingham Parkway Culver City, CA 90230
GRIP EQUIPMENT	**GMT STUDIOS** 5251 Buckingham Parkway Culver City, CA 90230
INSURANCE	**TAYLOR & TAYLOR** 12100 Wilshire Blvd. #935 Los Angeles, CA 90025
LAB	**FOTOKEM** 2801 W. Alameda Ave. Burbank, CA 91505
MESSENGER	**STERLING MESSENGER**

[redacted]

EDGE

Neutrogena

Job # 2007-086

VENDORS

VENDORS

MODELS	**BODY PARTS MODELS, INC** 2023 Coldwater Canyon Dr. Beverly Hills, CA 90210
PRODUCTION SUPPLIES	**GMT STUDIOS** 5251 Buckingham Parkway Culver City, CA 90230
PRODUCTION VEHICLES	**AVON** 7080 Santa Monica Blvd. Los Angeles, CA 90038
RAW STOCK	**REEL GOOD** 7758 Sunset Blvd Hollywood, CA 90046
SHIPPING	**BELLAIR EXPRESS**
SHIPPING	**FEDERAL EXPRESS**
STAGE	**GMT STUDIOS** 5251 Buckingham Parkway Culver City, CA 90230
TAPE STOCK	**MEDIA DISTRIBUTORS** 10960 Ventura Blvd. Studio City, CA 91604
TELEPROMPTER	**GREENBERG TELEPROMPTING. LLC** 115 S. Olive (Zaccounting Office) Orange, CA 92866
UNION SIGNATORY	**EXECUTIVE MEDIA SERVICES** 1801 N. Hampton Rd., Ste. 300 **De Soto, TX 75115** www.emsdallas.com
VTR EQUIPMENT	**DORFMAN DIGITAL** 4911 Beck Ave North Hollywood, CA 91601
WALKIE TALKIES	**PRO-V COMMUNICATIONS**

[redacted]

Personnel	Calendar	Shoot Objectives	Boards/Post Clarification	Scripts	Stage	Talent/Wardrobe Art	Crew/ Vendors

EXHIBIT - 001.064

EXHIBIT 2

ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS
FILM PRODUCTION COST SUMMARY

Bid Date: 5/17/07

Production Co.:	**Edge Films**	Agency:	**DDB Paris**
Address:		Address:	55 Rue d'Amsterdam
	New York, N.Y. 10013		75008 Paris
Telephone:	212-924-8880	Telephone:	
Fax:	212 924 0479	Fax:	
Job #:	**TBA**	Agency Prod:	Sally Llewellyn
Contact:		Agency Art Dir:	Aude Commissaire
Director:	Ken Nahoum	Agency Writer:	
Producer:	Edge Films	Agency Bus Mgr:	
DP:		Client:	Neutrogena
Art Director:		Product:	3 language versons
Editor:		Bid Name:	
Pre-Pro/Wrap Days:		Commercial Title	Code / Length
Build & Strike Days:	Hours:	1. Le Baloon	
Pre-light Days: 1	Hours: 10	2. Acne Strees	
Studio Shoot Days: 2	Hours: 14	3.	
Location Days:	Hours:	4.	
Location(s):	Los Angeles Studio tbd	5.	
		6.	

SUMMARY OF ESTIMATED PRODUCTION COSTS		true 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: 302,359

Contingency/Weather Day:

GRAND TOTAL	$302,359	$244,203.80	(58,154.95)

COMMENTS

© 1996-2000 PointZero Prods.

ACTUAL NEUTROGENA.xls printed on 3/31/08 at 6:19 PM

EXHIBIT 2-001

Edge Films
3 language versons

A	PRE-PRO & WRAP CREW	Notes	% PT/P&W	OT Based	Days	Rate	OT Hours 1.5	OT Hours 2.0	ESTIMATED	ACTUAL
	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**

EXHIBIT 2-002

Edge Films
3 language versons

B	SHOOTING CREW	Notes	% PT/P&W	OT Based	Days	Rate	OT Hours 1.5	OT Hours 2.0	ESTIMATED	ACTUAL
[illegible]	Line Producer		25.0	10						
[illegible]	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	
[illegible]	Scenics			10						
[illegible]	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**

EXHIBIT 2-003

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

Edge Films
3 language versons

F	STUDIO RENTAL & EXPENSES	Amount	Rate	x	ESTIMATED	ACTUAL
[illegible]	Rental For Build Days					
[illegible]	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	OT Hours 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						
[illegible]			25.0	10						
[illegible]			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

EXHIBIT 2-005

	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 1.5	OT Hours 2.0	ESTIMATED	ACTUAL
	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			

EXHIBIT 2-007

	POST PRODUCTION LABOR	% PT/P&W	Amount	Rate	x	ESTIMATED	ACTUAL
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		

EXHIBIT 2-008

PURCHASE ORDER LOG

3 language versons

Job #: TBA

Line	Payee	PO	Date	Pay ID	ACTUAL	Description	Row
201	[redacted]	1000	12/05/07	CC#	5,000.00	Dolly Rental	1
201	[redacted]	1000	12/05/07	CC#	(5,000.00)	Dolly Rental	2
201	[redacted]	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	[redacted]	1003	12/05/07		20,312.50	Hair	7
224	[redacted]	1003	12/05/07		4,062.50	Agency Fees (hair & m/u)	8
	VOID	1003		CK#1266			9
49	[redacted]	1004	12/06/07		750.00	Manicurist	10
99	[redacted]	1004	12/06/07		1,500.00	Manicurist	11
224	[redacted]	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 Servic	1015	12/09/07	CC#	850.00	Other Vehicles	32
134	Land, Air, Sea, Global (Car Servic	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	[redacted]	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	[redacted]	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	Fotokem	1029	12/13/07	CC#	1,092.63	Develop Filmstock	55
212	Fotokem	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**

PETTY CASH LOG

3 language versons

Job #: TBA

PC Envelopes

Line	Adamsen, K	Amann, A	Bradshaw, K	Everett, D	Imbriale, G	Lahoda, C	Legrone, T	Millian, K	Moore, T	Pelovic, P	Young, M			ACTUAL	Description	Row
112		332.33	214.08	36.85	235.40		22.66	14.72			480.63			1,336.67	Working Meals	1
119		45.38	95.13	35.54	227.13		277.42	50.99	14.50		201.73			947.82	Parking, Tolls, and Gas	2
128		48.30												48.30	Shipping	3
134														0.00	Cabs and Other Transportation	4
138									36.09	1,204.09				1,240.18	Craft Service Supplies	5
141					473.20									473.20	Prop Purchases	6
141	1,505.02					1,190.72								2,695.74	Prop Purchases	7
143														0.00	Wardrobe Purchases	8
204		245.45	312.42	115.84	689.94				80.35		668.99			2,112.99	Production Supplies	9
208					221.76									221.76	Expendables	10
	1	2	3	4	5	6	7	8	9	10	11	12	13			
	1,505.02	671.46	621.63	188.23	1,847.43	1,190.72	300.08	65.71	130.94	1,204.09	1,351.35	0.00	0.00	9,076.66	TOTAL PC RECEIPTS	
	500.00	900.00	200.00	300.00	2,350.00	1,400.00	300.00	300.00	300.00	1,200.00	1,350.00			9,100.00	Cash Received	
	1,005.02	(228.54)	421.63	(111.77)	(502.57)	(209.28)	0.08	(234.29)	(169.06)	4.09	1.35	0.00	0.00	(23.34)	Due Personnel / (Due Co)	

9,100.00	Total PC from POs
0.00	PC Reconciled

EXHIBIT 2-011

PAYROLL LOG

3 language versions

Job #: TBA

Line	Payee	PO	% PT/P&W	OT Based	OT Days	Rate	OT Hours 1.5	OT Hours 2.0	OT Hours 3.0	Misc Taxable	Misc Non-taxable	Total ST	Total OT	ACTUAL	Description	PT/P&W	Row
119	[redacted]	12/15/07									199.20	0.00	0.00	199.20	Parking, Tolls, and Gas	0.00	1
73	[redacted]	12/15/07	25.0	12	3	500.00						1,500.00	0.00	1,500.00	Swing	375.00	2
26	[redacted]	12/15/07	25.0	10	2	1,500.00						3,000.00	0.00	3,000.00	Stylist	750.00	3
75	[redacted]	12/15/07	25.0	10	2	1,500.00						3,000.00	0.00	3,000.00	Stylist	750.00	4
26	[redacted]	12/15/07	25.0	10	1	550.00						550.00	0.00	550.00	Script Supervisor	137.50	5
46	[redacted]	12/15/07	25.0	12	3	200.00						600.00	0.00	600.00	Production Assistant	150.00	6
96	[redacted]	12/15/07	25.0	12	2	200.00						400.00	0.00	400.00	Production Assistant	100.00	7
2	[redacted]	12/7/07	25.0	12	5	1,000.00						5,000.00	0.00	5,000.00	Line Producer	1,250.00	8
2	[redacted]	12/15/07	25.0	12	2	1,000.00						2,000.00	0.00	2,000.00	Line Producer	500.00	9
54	[redacted]	12/15/07	25.0	12	2	1,000.00						2,000.00	0.00	2,000.00	Line Producer	500.00	10
109	[redacted]	12/15/07								140.00		0.00	0.00	140.00	Telephone & Cable	0.00	11
14	[redacted]	12/15/07	25.0	10	1	500.00						500.00	0.00	500.00	Electrician	125.00	12
64	[redacted]	12/15/07	25.0	10	2	500.00	2.75					1,000.00	206.25	1,206.25	Electrician	301.56	13
71	[redacted]	12/15/07	25.0	10	2	525.00						1,050.00	0.00	1,050.00	Boom Man	262.50	14
13	[redacted]	12/15/07	25.0	10	1	500.00						500.00	0.00	500.00	Electrician	125.00	15
63	[redacted]	12/15/07	25.0	10	2	500.00	2.75					1,000.00	206.25	1,206.25	Electrician	301.56	16
2	[redacted]	12/15/07	25.0	10	2	900.00						1,800.00	0.00	1,800.00	Assistant Director	450.00	17
52	[redacted]	12/15/07	25.0	10	2	900.00						1,800.00	0.00	1,800.00	Assistant Director	450.00	18
31	[redacted]	12/15/07	25.0	10	1	550.00						550.00	0.00	550.00	VTR Operator	137.50	19
81	[redacted]	12/15/07	25.0	10	2	550.00						1,100.00	0.00	1,100.00	VTR Operator	275.00	20
18	[redacted]	12/15/07	25.0	10	1	500.00						500.00	0.00	500.00	Grip	125.00	21
68	[redacted]	12/15/07	25.0	10	2	500.00	2					1,000.00	150.00	1,150.00	Grip	287.50	22
46	[redacted]	12/15/07	25.0	10	1	200.00						200.00	0.00	200.00	Production Assistant	50.00	23
96	[redacted]	12/15/07	25.0	10	2	200.00						400.00	0.00	400.00	Production Assistant	100.00	24
170	[redacted]	12/15/07	25.0	12	3	650.00						1,950.00	0.00	1,950.00	Art Director	487.50	25
173	[redacted]	12/15/07	25.0	12	2	400.00						800.00	0.00	800.00	Swing	200.00	26
11	[redacted]	12/15/07	25.0	10	1	550.00						550.00	0.00	550.00	Gaffer	137.50	27
61	[redacted]	12/15/07	25.0	10	2	550.00	1.5					1,100.00	123.75	1,223.75	Gaffer	305.94	28
97	[redacted]	12/15/07	25.0	10	1	600.00						600.00	0.00	600.00	Dialect Coach	150.00	29
87	[redacted]	12/15/07	25.0	10	2	1,200.00						2,400.00	0.00	2,400.00	Dialect Coach	600.00	30
23	[redacted]	12/15/07	25.0	10	1	300.00						300.00	0.00	300.00	Asst. Stylist / Tailor	75.00	31
46	[redacted]	12/15/07	25.0	10	1	200.00						200.00	0.00	200.00	Production Assistant	50.00	32
96	[redacted]	12/15/07	25.0	10	2	200.00						400.00	0.00	400.00	Production Assistant	100.00	33
3	[redacted]	12/7/07	25.0	12	5	550.00						2,750.00	0.00	2,750.00	Production Manager	687.50	34
3	[redacted]	12/15/07	25.0	12	3	550.00						1,650.00	0.00	1,650.00	Production Manager	412.50	35
3	[redacted]	12/22/07	25.0	12	1	550.00						550.00	0.00	550.00	Production Manager	137.50	36
53	[redacted]	12/15/07	25.0	12	2	550.00						1,100.00	0.00	1,100.00	Production Manager	275.00	37
135	[redacted]	12/15/07								150.00		0.00	0.00	150.00	Kit Rental	0.00	38
16	[redacted]	12/15/07	25.0	10	1	550.00						550.00	0.00	550.00	Key Grip	137.50	39
66	[redacted]	12/15/07	25.0	10	2	550.00	2					1,100.00	165.00	1,265.00	Key Grip	316.25	40
19	[redacted]	12/15/07	25.0	10	1	500.00						500.00	0.00	500.00	Grip	125.00	41
5	[redacted]	12/15/07	25.0	10	2	550.00						1,100.00	0.00	1,100.00	Camera Assistant	275.00	42
55	[redacted]	12/15/07	25.0	10	2	550.00	0.5					1,100.00	41.25	1,141.25	Camera Assistant	285.31	43
169	[redacted]	12/15/07								702.00		0.00	0.00	702.00	Camera Rental	0.00	44
119	[redacted]	12/15/07									84.88	0.00	0.00	84.88	Parking, Tolls, and Gas	0.00	45
174	[redacted]	12/15/07	25.0	12	5	650.00						3,250.00	0.00	3,250.00	Leadman	812.50	46
190	[redacted]	12/15/07		12						333.60		0.00	0.00	333.60	Kit Rental	0.00	47
46	[redacted]	12/15/07	25.0	10	3	200.00						600.00	0.00	600.00	Production Assistant	150.00	48
96	[redacted]	12/15/07	25.0	12	2	200.00						400.00	0.00	400.00	Production Assistant	100.00	49
76	[redacted]	12/15/07	25.0	10	2	550.00	0.75					1,100.00	61.88	1,161.88	Script Supervisor	290.47	50
46	[redacted]	12/15/07	25.0	10	1	200.00						200.00	0.00	200.00	Production Assistant	50.00	51
10	[redacted]	12/15/07	25.0	10	1	525.00	0.5					525.00	39.38	564.38	2nd Asst Camera	141.10	52
60	[redacted]	12/15/07	25.0	10	2	525.00	0.5					1,050.00	39.38	1,089.38	2nd Asst Camera	272.35	53
12	[redacted]	12/15/07	25.0	10	1	525.00						525.00	0.00	525.00	Best Boy Electric	131.25	54
62	[redacted]	12/15/07	25.0	10	2	525.00	3					1,050.00	236.25	1,286.25	Best Boy Electric	321.56	55
3	[redacted]	12/7/07	25.0	12	4	350.00						1,400.00	0.00	1,400.00	Production Coordinator	350.00	56
3	[redacted]	12/15/07	25.0	12	3	350.00						1,050.00	0.00	1,050.00	Production Coordinator	262.50	57
51	[redacted]	12/15/07	25.0	12	2	350.00						700.00	0.00	700.00	Production Coordinator	175.00	58
133	[redacted]	12/25/07								150.00		0.00	0.00	150.00	Kit Rental	0.00	59
3	[redacted]	12/22/07	25.0	12	2	350.00						700.00	0.00	700.00	Production Coordinator	175.00	60
41	[redacted]	12/15/07	25.0	12	1	350.00						350.00	0.00	350.00	Craft Service	87.50	61
41	[redacted]	12/15/07	25.0	12	1	300.00						300.00	0.00	300.00	Craft Service	75.00	62
91	[redacted]	12/15/07	25.0	12	2	350.00						700.00	0.00	700.00	Craft Service	175.00	63
115	[redacted]	12/16/07									67.42	0.00	0.00	67.42	Parking, Tolls, and Gas	0.00	64
165	[redacted]	12/15/07	25.0	12	4	900.00						3,600.00	0.00	3,600.00	Prod. Designer	900.00	65
41	[redacted]	12/15/07	25.0	10	2	200.00	2.75					400.00	82.50	482.50	Stage Manager	120.63	66
91	[redacted]	12/15/07	25.0	10	2	200.00	4	3.5				400.00	260.00	660.00	Stage Manager	165.00	67
65	[redacted]	12/15/07	25.0	10	2	500.00	3					1,000.00	225.00	1,225.00	Grip	306.25	68
46	[redacted]	12/15/07	25.0	10	1	200.00						200.00	0.00	200.00	Production Assistant	50.00	69
96	[redacted]	12/15/07	25.0	10	2	200.00						400.00	0.00	400.00	Production Assistant	100.00	70
172	[redacted]	12/15/07	25.0	10	3	650.00						1,950.00	0.00	1,950.00	Outside Props	487.50	71
192	[redacted]	12/16/07								300.00		0.00	0.00	300.00	Kit Rental	0.00	72
21	[redacted]	12/15/07	25.0	10	3	350.00						1,050.00	0.00	1,050.00	Wardrobe Asst.	262.50	73
71	[redacted]	12/15/07	25.0	10	2	350.00						700.00	0.00	700.00	Wardrobe Asst.	175.00	74
12	[redacted]	12/15/07	25.0	10	1	525.00						525.00	0.00	525.00	Best Boy Electric	131.25	75
62	[redacted]	12/15/07	25.0	10	2	525.00	2.75					1,050.00	216.56	1,266.56	Best Boy Electric	316.64	76
72	[redacted]	12/15/07	25.0	10	2	600.00						1,200.00	0.00	1,200.00	Recordist	300.00	77
4	[redacted]	12/7/07	25.0	12	4	200.00						800.00	0.00	800.00	Production Assistant	200.00	78
4	[redacted]	12/15/07	25.0	12	3	200.00						600.00	0.00	600.00	Production Assistant	150.00	79
4	[redacted]	12/22/07	25.0	12	1	200.00						200.00	0.00	200.00	Production Assistant	50.00	80
9	[redacted]	12/15/07	25.0	12	2	200.00						400.00	0.00	400.00	Production Assistant	100.00	81
11	[redacted]	12/15/07									231.35	0.00	0.00	231.35	Parking, Tolls, and Gas	0.00	82
												0.00	0.00	0.00		0.00	83
												0.00	0.00	0.00		0.00	84
												0.00	0.00	0.00		0.00	85
												0.00	0.00	0.00		0.00	86
												0.00	0.00	0.00		0.00	87
												0.00	0.00	0.00		0.00	88
												0.00	0.00	0.00		0.00	89
												0.00	0.00	0.00		0.00	90
						TOTAL PAYROLL				1,775.60	522.85	76,525.00	2,053.45	80,876.90		TOTAL PT/P&W 19,644.62	

PO	Total for PO
	100,521.52

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

EXHIBIT 2-012

EXHIBIT 3

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

EXHIBIT 003.001

Notes

A. Prep Crew

	Description	Days		Rate	Overtime 1.5	Overtime 2.0	Estimate
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 1.5	Overtime 2.0	Estimate
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 1.5	Overtime 2.0	Estimate
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	-
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302	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	-
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399	each @		x	-
			Sub Total O	-
			Handling O	-
			Total O	-

P1. Blank P

	Estimate
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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	Aditional 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 4

4 of 5

support@wrapbook.com
1 (833) 977-2665

WRAPBOOK

REC'D 2/24/24

Check Date	Feb 21, 2024
Name	Workman, Douglas A. [redacted]
Address	[redacted]
Classification	Employee
Job Title	Police Officer (LAPD)
Controlling Employer	Versatile Studios, Versatile Studios Inc., 866 6th Ave Fl 8, New York, NY, 10001-4162
Payroll Employer	TakeOne Network Corp. DBA Wrapbook, 228 Park Ave S #36206 New York, NY, 10003-1502, FEIN#: 82-4462453
Project	UBS Wade Bros Crew
Pay Period	Feb 4 - 10, 2024
Days Worked	2

Earning Type	Time Worked	Rate	Rate Name	This Period	Project YTD
Straight Time	16 hours	$71.22/hr	Rate 1	$1,139.52	$1,139.52
OT x1.5	8 hours	$106.83/hr	Rate 1	$854.64	$854.64
OT x2.0	5 hours	$142.44/hr	Rate 1	$712.20	$712.20

Deductions	This Period	Project YTD
FICA - EE Social Security	$167.79	$167.79
Federal Income Tax	$448.34	$448.34
FICA - EE Medicare	$39.24	$39.24
California SDI	$29.77	$29.77
California State Tax	$195.50	$195.50

	This Period	Project YTD
Gross Earnings:	$2,706.36	$2,706.36
Total Deductions:	$880.64	$880.64
Net Earnings:	$1,825.72	$1,825.72

EXHIBIT 5

Executive Producer: Michael Gentile
Executive Producer: Lauraine Heffler
Executive Producer: Olivier Gaurier
Executive Producer: Rola Bauer
Line Producer: Ron Eli Cohen
Exec Prod: Julie Delp
Director: Julie Delp
Director: Mathieu Demy

On The Verge

prelim

Production Office:
The Gish TV, LLC

[redacted]

General Crew Call
7:00 AM
Shooting Call 8:00 A

DATE: Tuesday, Oct 20, 2020
EP 104, 106, 107, 108, 111
DAY: 36 of 60

LUNCH: 1:00 PM

SUNRISE: 7:04 AM SUNSET: 6:12 PM
WEATHER:
Partly Cloudy in AM, clearly to full Sun in PM
Hi: 78; Low: 59

SCRIPTS: 104-Green 10/15, 106-YELLOW-10/5
107-PINK-10/5, 108-DBL PINK-10/12
ONE LINER: YELLOW ONE LINER OF 10/1

Crew Parking/Catering/Basecamp is at Florentine Gardens

CLOSED SET NO VISITORS NO PERSONAL PHOTOGRAPHY ALLOWED ON SET

CAST, CREW & VISITORS ARE PROHIBITED FROM TAKING PHOTOS OR POSTING ANY INFORMATION REGARDING PRODUCTION ON THE INTERNET, ON SOCIAL MEDIA, OR IN PERSONAL MESSAGES TO OUTSIDE PARTIES WITHOUT PRIOR APPROVAL FROM PRODUCER!

CLOSEST HOSPITAL: Hollywood Presbyterian Medical Center, 1300 N Vermont Ave. LA CA 90027 (213)413-3000

HEALTH AND SAFETY SUPERVISOR: MIKEY KOFFMAN

SET/ SCENE DESCRIPTION	SCENE #	CAST	D/N	PAGES	LOCATION
BLOCK ONE – DIRECTOR JULIE DELPY:					
EXT JUSTINE & MARTIN'S HOUSE- FRONT LAWN *>Justine waits for her Uber, she has an orinthology discussion w/ Martin*	11.8	1, 5, 11k, 91	D18	1 5/8	1617 N Gardner St
BLOCK TWO – DIRECTOR MATHIEU DEMY:					
EXT ANNE & GEORGE'S HOUSE- FRONT PORCH *>Anne asks Jesus for a favor, Gretchen disapproves*	4.9	2, 17, 37	D6	2	
INT ANNE & GEORGE'S HOUSE -LIVING ROOM *>Anne struggles with a jar, sees Jesus*	4.8	2, 17, 37	D6	1 2/8	
INT ANNE & GEORGE'S HOUSE -KITCHEN *>Anne has breakfast, Gretchen bursts into tears*	7.19	2, 12k, 17	D14	2/8	
Dusk/Night Work– Sunset 6:12P					
INT ANNE & GEORGE'S HOUSE -BEDROOM *>DAWN- Anne talks to George, swipes to find Sam*	7.18	2	D14	7/8	
INT ANNE & GEORGE'S HOUSE -BEDROOM *>MONTAGE- Anne can't sleep, Tries calling George*	7.17	2	N13	2/8	
			TOTAL	6 2/8	

PRODUCTION SAFETY NOTES:
1. PPE MUST BE WORN AT ALL TIMES.
2. ALL MUST ADHERE TO THE SOCIAL DISTANCING PROTOCOLS
3. PLEASE PRACTICE PROPER HAND HYGIENE & SANITIZING
4. OBSERVE MAXIMUM OCCUPATION
5. PLEASE WEAR A SAFETY VEST IF YOU'RE WORKING IN THE STREET
6. REMEMBER TO STAY HYDRATED

TODAY'S TESTING PROTOCOLS:
COVID TESTING FOR ZONE B

THE FOLLOWING SAFETY BULLETINS APPLY TO TODAY'S WORK:
GCSP #5 (Safety Awareness) #6(animals on set) *Safety bulletins are available from the AD Dept upon request ****

CREWPARKING	BASECAMP/CATERING	WORK TRUCKS
Florentine Gardens 5861 Hollywood Blvd LA CA 90028	Florentine Gardens 5861 Hollywood Blvd LA CA 90028	near location

***HEALTH SAFETY and TEMPERATURE CHECK IN CREW PARKING/BASECAMP*

CAST - BLOCK 1

Name	character	EP 104	EP 102	EP 103	EP 111	EP 112	rpt Hr/Wr	travel 100%	Shooting Call	Instructions
1. Julie Delpy	JUSTINE				PW		6:00 AM	7:00 AM	7:30 AM	rpt to Basecamp
2. Elisabeth Shue	ANNE		H			H	see below			
4. Alexia Landeau	ELL		CT							covid test offsite
5. Mathieu Demy	MARTIN			H	SWF		6:30 AM	7:00 AM	7:30 AM	rpt to Basecamp
6. Troy Garity	GEORGE		H				HOLD			rpt to Basecamp
11K. Chris Convery	ALBERT(K)				PWF		6:45 AM	7:00 AM	7:30 AM	rpt to Basecamp HO: 4:15 PM
91. Michael Andrew Baker	PASSERBY				SWF	FTG 6A	6:18 AM	7:00 AM	7:30 AM	rpt to Basecamp

CAST - BLOCK 2

Name	character	EP 104	EP 106	EP 107	EP 108	FTG	rpt Hr/Wr	TRAVEL 100%	Shooting Call	Instructions
1. Julie Delpy	JUSTINE	H					see above			
2. Elisabeth Shue	ANNE	WF		WF			8:15 AM	9:15 AM	9:30 AM	
6. Troy Garity	GEORGE			SWF					W/N at 330p	rpt directly to location
12K. Sutton Waldman	SEBASTIAN(K)			SWF			10:00 AM	school	2:30 PM	rpt to Basecamp HO: 7:30 PM
17. Jennifer E Gardner	GRETCHEN	WF		WF			8:00 AM	9:15 AM	9:30 AM	rpt to Basecamp
37. Sol Veloz Jr	JESUS	SWF					8:15 AM	9:15 AM	9:30 AM	rpt to Basecamp

STAND-INS, ATMOSPHERE,----all calls weather permitting		CALL	on set
1	UTILITY STAND SHELLY	7:00 AM	
1	UTILITY STAND MARY	7:00 AM	
2	TOTAL STANDINS	CALL	on set
1	UBER DRIVER (from Transpo)SC 11.8	7:00 AM	
88 TOTAL	1		

SPECIAL NOTES, INSTRUCTIONS

PROPS: sc 11.8-Justine's carry-on, small bottle of hand sanitizer X 2, License plates
sc 4.9-Gardening equipment, hamster food jar; sc 4.8-Anne's cellphone, gardening equipment, Hamster food jar; sc 7.19-breakfast food, coffee/cups, juice, napkins, utensils; sc 7.18-Anne's cellphone, Swipe Photos on Phone/photo of Sam; sc 7.17-Anne's cell phone

COSTUMES: sc 11.8-Justine's handbag; Sc 4.9, 8-Jesus' straw hat, Gretchen's zebra Onesie
MU: Sc 7.19-tears
SOUND: 7.18-George's VO for phone call
SPECIAL EQUIP: 22' Technocrane w/ mosys head
PICTURE VEH: sc 11.8-Uber; sc 4.9, 8-Anne's Audi, Jesus, the Gardener's Truck
ANIMAL: SC 4.8-Gaga the Hamster
ADDL. LABOR: studio Teacher, Hamster Handler, Technocrane tech X 2, 2 X LAPD for ITC
NOTE: sc 7.18-Dating App Photo of Sam, Various photos for swiping
LOCATIONS: School for 3 near set, Police for ITC

ADVANCE SCHEDULE

SET/SCENE DESCRIPTION	SCENE #	CAST #	D/N	PAGES	LOCATION
WEDNESDAY, OCT 21, 2020, DAY 38, PROJECTED CALL-9AM	***BLOCK 1** - Director Julie Delpy*				
INT JUSTINE & MARTIN'S HOUSE -BEDROOM *>Justine is sick as a dog, Martin is passive aggressive*	3.1	1, 5	D5	1 3/8	*300 N GOWER ST* LA CA
INT JUSTINE & MARTIN'S HOUSE -BEDROOM *>PU- Justine wakes up*	12.1pt	1		~	NOTE: Pickup Shot from Block 1!!!
	***BLOCK 2** - Director Mathieu Demy*				
INT JUSTINE & MARTIN'S HOUSE -BEDROOM *>Albert alerts Justine to a "Code Brown"*	4.1	1, 11k	D6	7/8	
INT JUSTINE & MARTIN'S HOUSE -KITCHEN *>Martin makes breakfast, Justine looks for Poop*	4.2, 4.3pt1	1, 5, 11K	D6	1 4/8	
INT JUSTINE & MARTIN'S HOUSE - LIVING ROOM *>Justine finds the shit, hides it, Martin has an interview*	4.3pt2	1, 5, 11K	D6	6/8	
	NIGHT WORK- SUNSET 6:13 PM				
INT JUSTINE & MARTIN'S HOUSE -BEDROOM/BATHROOM *>Justine enters the bathroom, Flushes the poo*	4.26	1, 5	N6	2/8	
INT JUSTINE & MARTIN'S HOUSE -BEDROOM >Justine is repulsed by a sleeping Martin	6.21	1, 5	N10	1/8	
	***BLOCK 1** - Director Julie Delpy*				
EXT JUSTINE & MARTIN'S HOUSE *>CU Ell carries tray of cupcakes*	2.11pt	4	N	~	NOTE: Another Pickup Shot from Block 1!!!
				4 7/8	

UPM: Jeanne Van Cott 1st ADs: Val Finkel, Joe Suarez Key 2nd AD: Athena Alexander [redacted] 2nd 2nd AD: Shannon Speake [redacted]

NO FORCED CALLS WITHOUT PRIOR APPROVAL

On The Verge

Look for ZONE** (A) **or** (B) (C) **next to your name.
ZONE A will covid test 3X per week M/W/F
ZONE B will Covid Test 1 X per week- Tuesdays

CREW CALL: 7:00 AM

Date : Tuesday, Oct 20, 2020

ALL PRE CALLS REQUIRE NDB

NO	TITLE	NAME	CALL
	SET PRODUCTION (Walkie Channel 1)		
1	DIRECTOR(block 1)	**Julie Delpy (A)**	7:00 AM
1	DIRECTOR(block 2)	**Mathieu Demy** (A)	see front
1	DIRECTOR(block 3)	**David Petrarca (A)**	PREP
1	UPM	**Jeanne Van Cott** (A)	O/C
1	1st Asst. Director(block 3)	**Valerie Finkel** (A)	7:00 AM
1	1st Asst. Director(block 2)	**Joe Suarez** (A)	9:00 AM
1	Key 2nd AD	**Athena Alexander** (A)	5:42 AM
1	2nd 2nd AD	**Shannon Speaker** (A)	6:30 AM
1	Set PA (radios)	**Josiah Rizzo** (A)	6:30 AM
1	Set PA	**Greg Seller** (A)	5:42 AM
1	Set PA(crane)	**Jackson Lipps** (A)	6:12 AM
1	Set PA	**Alex Belisari** (A)	6:12 AM
	HEALTH AND SAFETY		
1	Health & Safety Supervisor	***Mikey Koffman*** *(A)*	6:30 AM
1	Health & Safety Manager	***Amanda Peek*** *(A)*	5:42 AM
1	Health & Safety	***Sydney Gonzalez*** *(A)*	5:42 AM
1	Covid Hygiene	***Francisco Alvarez*** *(A)*	5:42 AM
1	Covid Hygeine	***Ramiro Esqueda*** *(A)*	6:30 AM
1	Health & Safety Secretary	***John Hopkins (B)***	O/C
	SCRIPT SUPERVISOR		
1	Script Supervisor	**Rhona Rubio** (A)	7:00 AM
	CAMERA(Walkie Channel 6)		
1	Director of Photographer	**Doug Emmett** (A)	7:00 AM
1	A Camera Op	**Kristen Correll** (A)	7:00 AM
1	A Camera 1st AC	**Buddy Allen Thomas** (A)	6:42 AM
1	A Camera 2nd AC	**Emily Hock** (A)	6:42 AM
1	B Camera Op/Steadicam	**Joe Lindsay** (A)	7:00 AM
1	B Camera 1st AC	**Jamiel Vanover**(A)	7:00 AM
1	B Camera 2nd AC	**Jennifer Lai**(A)	7:00 AM
1	Digital Loader	**Carmen Del Toro** (A)	7:00 AM
	GRIP (Channel #8)		
1	Key Grip	**Josh Markvan** (A)	7:00 AM
1	Best Boy Grip	**Jason Webster** (A)	6:30 AM
1	A Camera Dolly Grip	**Eduardo Barraza** (A)	6:30 AM
1	Grip	**Sean Carr (A)**	7:00 AM
1	Grip	**Jeff Locke** (A)	7:00 AM
1	Grip	**Ben Sherman** (A)	7:00 AM
	SET LIGHTING (Channel #7)		
1	Chief Lighting Technician	**Armando Ballesteros** (A)	6:36 AM
1	AGLT	**Rafael Ramirez(A)**	6:36 AM
1	Set Lighting Tech	**Dan Cassell (A)**	6:36 AM
1	Set Lighting Tech	**Bob Low** (A)	6:36 AM
1	Set Lighting Tech	**Danny Williams** (A)	6:36 AM
	SOUND		
1	Sound Mixer	**Matthew Sanchez** (A)	7:00 AM
1	Boom Operator #1	**Roger Kean** (A)	7:00 AM
1	Boom Operator #2	**Gunnar Walter** (A)	7:00 AM
	VIDEO		
1	VTR	**Brett Junod** (A)	7:00 AM
	PROPERTY		
1	Property Master	**Morgan "Traven" Bedwell** (A)	7:00 AM
1	Asst Prop Master	**Leone Reeves** (A)	7:00 AM
1	Asst Prop Master	**Sara Brown-Hiegel** (A)	7:00 AM
	ADDL LABOR		
1	*Animal Handlers(Hamster)*	***David Meyers***	9:00 AM
1	*Technocrane Op Tech*	***Philip Hallford***	6:00 AM
1	*Technocrane Op Tech Asst*	***Andre Hollins***	6:00 AM
		report directly to Location	
	SPECIAL EQUIPMENT		
2	EFANS	**HSS**	X
1	22' Technocrane w/ Monys		X

NO	TITLE	NAME	CALL
	COSTUMES		
1	Costume Designer	**Elise Velasco** (A)	O/C
1	Asst Costume Designer	**Tess O'Melia** *(A)*	O/C
1	Costume Supervisor	**Linda Huse** (B)	per LH
1	Costumer	**Katie Reibman** (A)	5:42 AM
1	Set Costumer	**James David Leal** (A)	6:30 AM
1	*Costumes PA*	**Morgan Felgemacher**	perLH
	MAKEUP		
1	Make-Up Dept Head	**Kim Greene** (A)	5:42 AM
1	Key Make-Up Artist	**Michelle Sfarzo** (A)	6:00 AM
	HAIR		
1	Hair Dept Head	**Monique Hyman** (A)	5:42 AM
1	Key Hair Stylist	**Vanessa Zamora** (A)	6:00 AM
1	Hair Dept Head	**Connie Kallos**	prep
	ART DEPT		
1	Production Designer	**Celine Diano** (A)	O/C
1	Art Director	**David Bridson** (B)	O/C
1	Art Dept Coord	**Mel Case** (B)	per DB
1	Graphic Designer	**Aram Paparian** (B)	per CD
1	Art Dept Prod Asst	**Ariane McDonald** (B)	per DB
	SET DECORATING		
1	Set Decorator	**Maureen Osborne (B)**	O/C
1	Set Dec Leadman	**Bryon Van Baalbergen(B)**	O/C
1	Buyer	**Anne Stericker (B)**	per MO
1	Set Dresser	**Eric Pakzowski(B)**	per BVB
1	Set Dresser	**Keith Davidson (B)**	per BVB
1	Set Dresser	**Guillermo Fion (B)**	per BVB
1	Set Dresser	**Brenton Berna(B)**	per BVB
1	Set Dresser	**Joshua Levine(B)**	per BVB
1	On Set Dresser	**Casey Burr** (A)	7:00 AM
	CONSTRUCTION		
	STUDIO TEACHER		
1	Studio Teacher	**Ruthie Bailey** (A)	6:42 AM
	SPECIAL FX		
	VFX		
	CRAFT SERVICE		
1	Craft Service	**Brandie Garcia** (A)	7:00 AM
1	Asst Craft Service	**Adam Black** (A)	7:00 AM
	CATERING		
	CATERER	**D & R Catering Inc**	
1	Chef	**Edwin Uceda** (A)	
1	1st Chef's Asst	**Victor Arita** (A)	
1	2nd Chef's Asst	**Carlos Sanaserio**(A)	
1	3rd Chef's Asst	**Gonzalo Durante**(A)	
90	Breakfasts at Crew Parking	ready at	5:30 AM
	Lunches	Drivers ready @	12:00 PM
90	Lunches at Basecamp	ready @	1:00 PM

NO	TITLE	NAME	CALL
	PRODUCTION OFFICE		
1	Production Supervisor	**David Feld** (A)	O/C
1	Production Coordinator	**Latida Sujjavasin** (B)	O/C
1	Asst Prod Coord	**Jenna-Lee Carreiro** (B)	O/C
1	Office PA	**Taylor Judy** (B)	per LS
1	Office PA	**Bailey Quinn** (B)	per LS
1	Office PA	**Declan O'Connor** (B)	per LS
	ASSISTANTS		
1	Asst To J. Delpy	**Jamie Henschel** (A)	O/C
1	Asst to Producers	**Aimee Von Arx** (A)	O/C
	ACCOUNTING		
1	Production Accountant	**Allison Scott (C)**	O/C
1	1st Asst Accountant	**Andrew Tetreault** (C)	O/C
1	2nd Asst Accountant	**Gerald Lehtola** (C)	O/C
1	Payroll Accountant	**Zac Pendergrass** (C)	O/C
1	Accounting Clerk	**Mari Cox** (C)	O/C
	CASTING		
1	Casting Director	**Wendy O'Brien** (C)	O/C
1	Casting Director	**Laura Aughton** (C)	O/C
1	BG Casting Assistant	**Heather Pitman** (C)	O/C
1	BG Casting Assistant	**Andrew Stubblefield(C)**	O/C
	POST PRODUCTION		
1	Post Supervisor	**Beau J Genot** ©	O/C
1	Post Coordinator	**Fernando Torres** ©	per BG
1	Editor	**Fabienne Bouville** ©	per BG
1	Editor	**Liza Cardinale** ©	per BG
1	Asst Editor	**Ben Russell** ©	per BG
1	Asst Editor	**Hannah Anaya** ©	per BG
	LOCATIONS		
1	Location Manager	**Michael Edward Smith**	O/C
1	Key Asst Loc Manager	**Brian J Johnson** (B)	O/C
1	Key Asst Loc Manager	**Andy Areffi (B)**	
1	Key Asst Loc Manager	**Taylor Moore** (B)	O/C
1	Asst Location Manager	**Todd Duffey**(B)	O/C
1	Locations Coord	**Willette Gordillo**(B)	O/C
1	Layout Board Artist	**Julien Flament**	7:00 AM
X	Security (B)	**PER Robert Ponce**	
1	LAPD	**Robert Vann**	6A
1	LAPD	**Pat Cronin**	6A
	SET MEDIC		
1	Set Medic	**Patrick E. Padilla** (A)	5:42 AM
	TRANSPORTATION		
1	Transpo Capt	**Don Violett** (A)	per DV
1	Transpo Co Capt	**Jorge Martinez**(A)	per DV
1	Camera Truck		
1	Grip/Electric 48' Trailer	**David Todd**(A)	per DV
1	Props Trailer		per DV
1	Wardrobe/Basamp Genny	**Mike Pillette** (A)	per DV
1	Hair/MU Trailer		ea
1	2 Room Cast Trailer		
1	3 Room Cast Trailer		per DV
1	3 Room Cast Trailer		per DV
1	3 Room Cast Trailer		per DV
1	Stakebed #1	**David Marroquin** (B)	
1	Stakebed #2	**Brian Bond** (B)	
1	Stakebed #3	**Jesus Guerrero** (B)	
1	Stakebed #4	**Ron Aiello** (B)	
1	Fueler	**Angel Guerrero** (B)	
1	Honeywagon	**Chris Renfro**(B)	per DV
1	Maxi Van #1	**Felipe Nuñez** (A)	per DV
1	Maxi Van #2	**Lisa Ellis** (A)	per DV
1	People Mover #1	**Steve Mayfum** (B)	per DV
1	People Mover #2	**Richard Reyes(B)**	per DV
1	Set Dressing STon	**Dean Caltogirone** (B)	per DV
1	Set Dressing STon #2	**Craig Ivester (B)**	per DV
1	Max Van #3	**Chasen Ibarra (A)**	
		FIRST IN:	5:42 AM

ALL DEPARTMENTS PLEASE NOTE : No Call Times May Be Changed Without Prior Producer/U.P.M. Approval

Production Office
[redacted]

TOTAL BADASS WRESTLING

Monday, February 22nd, 2021
Day: 6 of 18
Crew Call: 8A
Shooting Call: 930A

Executive Producer: Scott Aukerman
Executive Producer: Dave Jurgowsky
EP/Creator/Writer: Elliott Owen
EP/Director: Bennet Silverman
Associate Producer: Corinne Eckart
Producer/UPM: Melanie Wagar

Scripts: GREEN
Schedule: YELLOW

CREW CALL
8:00AM
BREAKFAST RTS 630A

High: 77 Sunrise: 633A
Low: 54 Sunset: 544P
Weather: Sunny

PPE REQUIRED AT ALL TIMES WHILE ON SET OR IN BASECAMP

All calls subject to change by UPM or ADs. Check back for individual times
No MPVs or Forced Calls Without Prior Approval By UPM
ALL CREW NDB! No Personal Photography On Set

COVID TESTING LOCATED AT CREW PARKING

Please follow all precautions and instructions from our Covid Compliance Officer and the productions Covid Safety & Prevention Plan
Avoid physical contact with other crew members, WEAR MASKS / PPE at all times when on set, maintain 6ft distance from others unless necessary
Avoid mask fatigue, TAKE MASK BREAKS when available in a safe outdoor area away from set for several minutes

Ep# - Scene#	Set/Description	Cast #	D/N	Pgs.
104-13D	**INT. RESTAURANT** *Candace jumps across table trying to kill someone.*	7	D	1/8
104-4	**GREEN SCREEN** *Various Instagram couple photos in Florida landmarks.*	3, 5	-	2/8
104-13A	**EXT. ALLEYWAY** *Candance makes it rain money over homeless man.*	7	-	2/8
109-1A	**GREEN SCREEN** *Promo of Nasty Nate high kicks and samurai sword with fruit.*	1	-	1/8
109-1B	**GREEN SCREEN** *Promo of Mitch kneeling in prayer.*	2	-	1/8
109-1C	**GREEN SCREEN** *"Tale of the Tape" Graphic.*	1, 2	-	2/8
104-13B	**INT. DARK FANCY SPACE** *Candace popping Champagne Bottle.*	7	-	1/8
	LUNCH 1 HR 2P-3P			
107-6A	**FAST FOOD DRIVE THRU** *Django tries to make up with Liz while in Drivethru.*	5	D8	3/8
104-13C	**STEP & REPEAT** *Candace poses with Django.*	5, 7	-	1/8
103-3A	**EXT. PARKING LOT** *Django taunting Nate.*	5	D4	4/8
106-4	**INT/EXT. MITCH'S CAR** *Mitch has another secret meeting with Candace in his car.*	2, 7	D8	6/8
105-6	**INT. STAIRWELL** *Django makes video after seeing Nate and Liz kiss.*	5	N5	3/8
101-2	**INT. PUBLIC BATHROOM** *Django Cash addressing phone, guy in bathroom interrupts.*	5	D2	6/8
104-15	**EXT. CHURCH GYM VENUE** *Nate catches up with Liz, they decide to go get a drink.*	1, 3	N5	3/8
105-14	**INT/EXT. MITCH'S CAR** *Mitch has secret meeting with Candace Crusher.*	2, 7	N6	5/8
			TOTAL PGS	5 1/8

Filming Location:
VAN NUYS ELKS LODGE
14440 Friars St
Van Nuys, CA 91401

"MANDATORY"
ALL CREW REPORTS TO CREW PARKING!!!
6609 Van Nuys Blvd
Van Nuys, CA91405

NEW LOCATION!

EPISODE 107

#	Cast	Character	Status	H/MU/W	REH	SET CALL	Notes
1	Matt Shively	Nate	W	930A	10A	1030A	
2	Scott MacArthur	Mitch	W	930A	10A	1030A	
3	Bianca Santos	Liz	W	7A	9A	930A	
5	Nic Few	Django Cash	W	730A	9A	930A	
7	Valerie Azlynn	Candace	SW	7A	8A	930A	
x	Devon MacNair	Stunt Coordinator	W	730A	8A	930A	
x1	Jeff Schreiner	Nate Stunt DBL	W	7A	8A	930A	

EXTRAS

STANDINS	CALL	READY
1 MALE UTILITY (NATE/MITCH)	742A	8A
1 MALE UTILITY (DJANGO)	742A	8A
1 FEMALE UTILITY (LIZ/CANDACE)	742A	8A
3 Total		

EXTRAS	CALL	READY
104-13D		
1 Upscale Female Waitress	730A	830A
3 ND Patron	730A	830A
104-13A		
1 Homeless Man	8A	830A
104-13C		
4 ND foreground (from above)		
105-14		
5 Pedestrians (from all above)		
5 Total		

DEPARTMENTAL NOTES

Props: **109-1A:** Fruit, Red Toothpicks, Samurai Sword. **104-13A:** Prop Money, Cardboard Sign.
104-13B: Champaigne Bottle. **107-6A:** Django's phone. **103-3A:** Djangos phone, toothpick.
101-2: Djangos phone. **104-4:** Shields, Goblets, Crowns, Wine Bottle, Wine glasses, drinks, photo booth props.

Set Dec: **109-1B, 1C:** Altar. **104-13D:** Stunt Table.

Camera: **101-2:** Camera Phone.

HMU: **109-1B:** Mitch - Baby Powder.

Vehicles: **107-6A, 3A:** Django's Pickup Truck. **106-4:** Mitch's Car. 2 BG Cars. **105-14:** Mitch's Car.

Stunts: **104-13D:** Candace dives across table. Stunt Table.

Addll Crew: Still Photographer.

ALL DEPARTMENTS:
Please abide by zone restrictions as dictated by Silvia Baldassini, the COVID Compliance Officer.

Safety Memos: Safety Bulletin Binder Available in the AD Trailer

ADVANCE SCHEDULE
Tuesday, February 23rd, 2021 EST CALL: 8A

Ep# - Scene#	Set/Description	Cast #	D/N	Pgs.
101-7	**INT. ELK'S LODGE** *Enter mismatch, Nate getting destroyed by huge wrestler.*	1, 2, 13x	N2	4/8
102-1	**INT. ELK'S LODGE** *Cont. - Nate getting destroyed by huge wrestler until Nate throws up.*	1, 2, 13x, x1	N2	1
	LUNCH 1 HR 3P-3P			
102-2	**INT. ELK'S LODGE** *Nate throws up in the ring. Django enters ring.*	1, 2, 5, 6, 13x	N2	1 5/8
102-4	**INT. ELK'S LODGE** *Cont. - Uncle Sam enters ring.*	1, 2, 5, 6, 13x	N2	1 3/8
101-3A	**INT/EXT. VARIOUS** *Various B-Roll shots of Mitch in the 90s.*	2, 28x	-	2/8
102-3	**INT. BACKSTAGE COORIDOR** *Flashback footage of Uncle Sam brutilizing Mitch.*	2, 6, x2	-	1/8
			TOTAL PGS	4 7/8

Filming Location:
VAN NUYS ELKS LODGE
14440 Friars St
Van Nuys, CA 91401

"MANDATORY"
ALL CREW REPORTS TO CREW PARKING!!!
6609 Van Nuys Blvd
Van Nuys, CA91405

Producer/UPM	1st Asst. Director	Key 2nd Asst. Director	2nd 2nd Asst. Director	Covid Compliance Coord.
Melanie Wagar	Kaelan Housewright	R. Diaz [redacted]	R. Monse[redacted]	S. Baldasin[redacted]

ALL CALLS REFLECT TIME TO REPORT
TO CREW PARKING AND COVID TESTING

TOTAL BADASS WRESTLING

** NO FORCED CALLS W/O PRIOR APPROVAL OF UPM **

Date: Monday, February 22nd, 2021
Day: 6 of 18
Crew Call: 8A

Walkie Channels: Production 1 & 2, Transpo 3, Art 4, Props 5, Camera 6, Electric 7, Grip 8, Stunts 9, Rig Grip 15, Rig Electric 14, Open 10 & 11 & 12 & 13 & 16

CREW PARKING	EXTRAS PARKING	BREAKFAST & LUNCH	BASE CAMP	WORKING TRUCKS	NEAREST HOSPITAL
6609 Van Nuys Blvd Van Nuys, CA 91405	6609 Van Nuys Blvd Van Nuys, CA 91405	6609 Van Nuys Blvd Van Nuys, CA 91405	Van Nuys Elks Lodge 14440 Friairs St. Van Nuys, CA 91405	Van Nuys Elks Lodge 14440 Friairs St. Van Nuys, CA 91405	Valley Presbyterian Hospital 15107 Vanowen St. Van Nuys, CA 91405 (818) 782-6600

No.	PRODUCTION		CALL
1	Director	Bennet Silverman	8A
1	Producer/UPM	Melanie Wagor	O/C
1	1st AD	Kaelan Housewright	8A
1	Key 2nd AD	Robert Dierz	642A
1	2nd 2nd AD	Rick Monsey	7A
1	Addl 2nd AD	Tina Martin	712A
1	Set P.A.	Mark Galliano	642A
1	Set P.A.	Alexa Chedid	7A
1	Set P.A.	Stacy Dickerson	7A
1	Set P.A.	Luis Renberg	730A

No.	CONTINUITY		CALL
1	Script Supervisor	Magan Rutledge	8A

No.	CAMERA		CALL
1	Director of Photography	Chris Collins	7A
1	B Cam Operator	Ryan Wood	730A
1	A Cam 1st AC	Melanie Adams	7A
1	B Cam 1st AC	Lois Russell-Templeton	7A
1	2nd AC	Nicole Kent	7A
1	DIT/Set Media Manager	Jason Mandel	7A
1	Camera PA	Joe McDonough	7A
1	Still Photographer	Eric LaRokk	8A

No.	SOUND		CALL
1	Sound Mixer	Chris Omae	730A
1	Boom Operator	Masao Maehara	730A

No.	ELECTRIC		CALL
1	Chief Lighting Tech	Jeff Marlowe	7A
1	Asst. Chief Lighting Tech	John Manning	7A
1	Set Lighting Technician	Rebekah "Becky" Lloyd	7A
1	Set Lighting Technician	Brian Gurnett	7A

No.	GRIP		CALL
1	Key Grip	Shun Goldin	7A
1	Best Grip	Bill Boehme	7A
1	Company Grip	Ivan Garcia	7A
1	Company Grip	Trip Forgeng	7A
1	Company Grip	Joe Sap Jr	7A

No.	PROPS		CALL
1	Prop Master	Annie Brandt	730A
1	Asst Prop Master	Scott Macdonald	730A
1	Prop Assistant	Lars Slind	730A

No.	SPFX	CALL

No.	HAIR & MAKE-UP		CALL
1	Dept. Head Make-Up	Angie Bulmer	642A
1	Make-Up Artist	Jessie Maranda	642A
1	Dept. Head Hair	Nawal Abdelaziz	642A
1	Hair Artist	Amanda Ryan	642A

No.	COSTUMES		CALL
1	Costume Designer	Erica Rice	o/c
1	Costume Supervisor	Bianca Harrison	642A
1	Key Costumer	Zoa Lopez	642A
1	Set Costumer	Brenda Covarrubias	642A
1	Costume PA	Dominique Fawn Hill	712A

No.	ART DEPARTMENT		
	ALL CALLS PER MICHELLE		CALL
1	Art Director	Michelle Hall	o/c
1	Asst. Art Director	Christina Weston	PER MH
1	Art Coordinator	Joel Tabbush	PER MH
1	Graphic Designer	Jason Trinidad	PER MH
1	Art PA	Joe Shaver	PER MH

No.	SET DECORATION		CALL
1	Set Decorator	Sarah Hamlin	PER MH
1	Leadman	Mauricio Harrie	PER MH
1	Set Dresser	Eric Owens	730A
1	Set Dresser	Chris Katus	730A
1	Set Dresser	Angel Membreno	730A
1	Set Dresser	TBD	730A
1	On Set Dresser	Paco Valentine	730A

No.	ADDL STAFF	CALL

PPE REQUIRED AT ALL TIMES WHILE ON SET OR IN BASECAMP

ALL DEPARTMENTS:

Please abide by zone restrictions as dictated by Silvia Baldassini, the COVID Compliance Officer.

No.	LOCATIONS		CALL
1	Location Manager	Vincent Lopez	o/c
1	Key Asst. Location Manager	Drew Duhig	o/c

No.	CRAFT SERVICE		CALL
1	Key Craft Service	Leslie Paz	7A

No.	MEDIC		CALL
1	Set Medic	Leigh Pollitt	642A
1	Covid Compliance Officer	Silvia Baldassini	642A
1	CCO Assistant	Dominic Geges	642A

No.	PRODUCTION OFFICE		CALL
1	Production Supervisor / AUPM	Brittany Glynn	o/c
1	Production Coordinator	Lauren Elizabeth Hood	o/c
1	APOC	Madison Moon	o/c
1		Travis Berens	o/c

No.	WRITERS		CALL
1	Writer	Elliott Owen	o/c

No.	ACCOUNTING		CALL
1	Production Accountant	Joshua Mandel	o/c

No.	CASTING		CALL
1	Casting Director	Rick Messina	o/c
1	Extras Casting	Shannon Avalos	o/c
1	Extras Casting Assistant	Miguel Lepe	o/c

No.	POST PRODUCTION		CALL
1	Post Producer	TBD	o/c
1	Post Supervisor	TBD	o/c

No.	VISUAL EFFECTS		CALL
1	VFX Producer	TBD	o/c

No.	HOLLYWOOD CATERERS		CALL		
1	Caterer	Ian Osusky	o/c		
1	Asst. Caterer	Antonio Haney Sr	o/c		
1	Salad Chef	Chai Naksirikul	o/c		
				Crew:	Extras:
x	Breakfast Ready @	630A		70	5
x	Lunch Ready @	2P		70	5
	Drivers lunch always :30 before crew				

No.	TRANSPORTATION		CALL
1	Transportation Coordinator	Jason Smith	
1	Captain	Mark Nelson	
1	Driver	Drew Duhig	[redacted]
1	B Room	Bernard Talanoa	[redacted]
1	HMU	Mark Nelson	[redacted]
1	Palermo 45	Jason Smith	[redacted]
1	Gonny	Johnny Gearhart	[redacted]
1	Props Cube	Peter Sanchez	[redacted]
1	Camera Cube	Noah Gordon	[redacted]
1	Set Dec Cube	Michael Callahan Jr	[redacted]
1	5 Ton	Michael Finazzo	[redacted]

HISTORY OF THE WORLD PART II

Executive Producers: Me Brooks, Kev n Sa ter, N ck Kro , Wanda Sykes, Ike Bar nho tz, Dave Stassen, Chr st e Sm th
Co-Executive Producer: Mara B. Wa dman
Co-Producer: Sthe by Van V et
Consulting Producer: Owen Burke
Line Producer: Er n Owens
Writers: Guy Branum, Emmy B ott k, Lance Crouther, Ana Fabmga, Jenn fer K m, Jane e James, Serg o Serna, Adam Countee, Fran G esp e, Owen Burke

CREW CALL

830A

SHOOTING CALL: 915A

QUIBI - YALTA CONFERENCE

COVID TEST INFORMATION:

A *Zone A Testing & Check In next to set 730-1130A / LACS 730-1030A*

Monday, May 2, 2022
SHOOT DAY 27 OF 41

WEATHER:	SUNRISE / SUNSET:
Sunny	603A / 737P
HIGH: 74°	LOW: 57°

Latest Script: Green 4/28/22
Latest Schedule: Double Goldenrod 4/26/22
24/7 SAFETY HOTLINE: [redacted]
Human Resources: [redacted]
Guidelines: [redacted]
Disney Safety: Chris Dwyer [redacted]

Production Office: LA Center Studios [redacted]

MASKS REQUIRED AT ALL TIMES / WASH YOUR HANDS OFTEN / KEEP YOUR DISTANCE
COVID-19 HSS: Ricardo Mendoza 818-497-1197
****NO FORCED CALLS WITHOUT PRIOR APPROVAL OF UPM - ALL PRE-CALLS MUST NDB****
**** SAFETY MEETING HELD AT ALL NEW LOCATIONS ****
**** THIS IS A CLOSED SET. NO VISITORS ALLOWED / NO PERSONAL PHOTOGRAPHY ON SET ****
**** CREW BADGES MUST ALWAYS BE WORN OR VISIBLE ON YOUR PERSON ****

NEAREST HOSPITAL	WORK TRUCKS	CATERING	BASECAMP	CREW PARKING
Good Samaritan Hospital 1225 Wilshire Blvd Los Angeles 90017 213-977-2121	next to Ebell	Ebell west parking lot 4400 Wilshire Blvd (approx) Los Angeles 90005	Ebell west parking lot 4400 Wilshire Blvd (approx) Los Angeles 90005	Wilshire United Methodist Church 4350 Wilshire Blvd Los Angeles 90005 (across the street from Ebell)

SCS.	SET	D/N	CAST	PGS	
	QUIBI - YALTA CONFERENCE				
168.02	**EXT. LIVADIA PALACE COURTYARD** *Sergio & Clay take the famous Yalta photos - and a few more!*	D	118, 119, 120, 121, 122, BG	6 1/8	**The Ebell of Los Angeles** **743 S. Lucerne Blvd** **Los Angeles 90005**
	MOVE INSIDE TO DO GREEN SCREEN WORK:				
168 photos	**PHOTOS OF CLAY FOR ENDING 3 PHOTOS - GREEN SCREEN**		122		
	QUIBI - KHANCESTRY.COM				
190.04, 13pt	**INT. LIMBO - GREEN SCREEN** *Carl talks about Khancestry.com*		281	3/8	
190.03, 09, 11, 13pt	**INT. LIMBO - GREEN SCREEN** *Lisa talks about Khancestry.com*		280	6/8	
190.12 photo	**PHOTO OF "DOPEY LAWYER" - GREEN SCREEN**		BG		
	BLOCK / PRE LIGHT / PREP NEXT DAY'S WORK AT LOCATION				
			TOTAL PAGES	7 2/8	

#	CAST	CHARACTER	STATUS	COVID TEST	MU/HAIR/COST	REHEARSAL	ON SET	NOTES
118	Cra g Cackowsk	JOSEPH STALIN	SWF	-	730A	830A	9A	park at basecamp
119	Dan Bakkedah	WINSTON CHURCHILL	SWF	-	9A	-	945A	park at basecamp
120	Chr stopher Thornton	FRANKLIN D. ROOSEVELT	SWF	-	7A	830A	9A	park at basecamp
121	Andrew Ranne s	SERGI	SWF	-	*715	830A	9A	park at basecamp *FITTING FIRST 715-730A
122	Brandon Kye Goodman	CLAY	SWF	-	*7A	830A	9A	park at basecamp *FITTING FIRST 7-730A
280	Ku ap V aysack	LISA	SWF	12P at base	*1230P	-	4P	park at basecamp *FITTING FIRST 1230-1P
281	Bobby Lee	CARL	SWF	-	*3P	-	4P	park at basecamp *FITTING FIRST 3-330P

ATMOSPHERE & STAND INS

STAND INS:	RPT	-	RDY
1 Sta n/Ut ty (Joe D o etto)	830A		830A
1 Rooseve t/Ut ty (N ck Mar etta)	830A		830A
1 Church /Ut ty (Adam Hutson)	830A		830A

EXTRAS:	RPT	REH	RDY
1 Br t sh Arm F e d Marsha (Cory Fromm)	730A	830A	9A
1 Roya Navy (Robert Cra g)	730A	830A	9A
1 Roya Ar force (Rona d Pa mer)	730A	830A	9A
2 Sov et Navy F eet Adm ra (Sergey Po shchuk, Dona d Peccha)	730A	830A	9A
1 Sov et Army Genera (Er c Brenner)	730A	830A	9A
1 US Army Genera (Ph p Nussbaum)	730A	830A	9A
1 US A r Force Genera (Robert Strasser)	730A	830A	9A
2 US Nava Adm ra s (Todd W kerson, Mark Harr s)	730A	830A	9A
1 dopey awyer (Owen)	3P	-	330P

arrive clean shaven NO beards or mustaches

Stand-Ins/PDs: 3 SAG: 11 Non-SAG: 0

SPECIAL INSTRUCTIONS

PROPS:
C ay's to-go coffee cup, C ay's bean e, equ pment, c garettes, hats for Sta n, Church & Rooseve t, ght meter, camera f ashes, Rooseve t's per od whee cha r, per od camera, Serg 's camera, equ pment, scarves, r ngs, bache orette party props, gu tar, tambur ne, m c, drum st cks, huge f sh & f sh ng po e, photo booth props, squeaky toys, t ny sung asses

ART DEPT:
C ay w th ght meter super- mposed over c eared photos

COSTUMES:
C ay's f nger r ngs, hats for Sta n, Church & Rooseve t, Rooseve t's cape, Serg 's scarves & r ngs, 3 C ay costumes for st s

MAKEUP/HAIR:
bad w g on awyer

GRIP/SET LIGHTING:
he p w th cast set access, overhead cover/s k, green screen

SET DRESSING:
cha rs, rugs, etc (match photo)

SPFX:
C ay poss b y smokes c garettes

VFX:
C ay w th ght meter super- mposed over c eared photos, Khancestry.com background done n post

CAMERA:

LOCATIONS:
remove cam va ghts, poss b e smok ng on set

NOTES:
poss b e cue cards for sc 190
st photographer takes photos of C ay n 3 d fferent costumes for end ng photos

ADVANCE SCHEDULE

SHOOT DAY 28 — Tuesday, May 3, 2022			Approx Call Time: 8A		
	QUIBI - KUBLAI KHAN & MARCO POLO				
178.03	**INT. KUBLAI'S THRONE ROOM** *Marco Polo comes to see Kublai Khan & he gets KHAN'D!!*	D	225, 226, 227, 300, 520, 521	5	**The Ebell of Los Angeles** **743 S. Lucerne Blvd** **Los Angeles 90005**
	FILM ON GREEN SCREEN:				
	QUIBI - KHANCESTRY.COM				
190.05, 8, 10, 13pt	**INT. LIMBO** *Kublai talks about Khancestry.com*		227	1 4/8	
	MOVE TO BALLROOM & FILM DAY FOR NIGHT:				
	QUIBI - THE REAL CONCUBINES OF KUBLAI KHAN				
183.04pt2	**INT. GREAT HALL (The Real Concubines of Kublai Khan)** *Kublai Khan's coverage in scene*	D4N	227	1/8	
			TOTAL PAGES	6 5/8	

SHOOT DAY 29 — Wednesday, May 4, 2022			Approx Call Time: 8A		
	QUIBI - THE REAL CONCUBINES OF KUBLAI KHAN				
	FILM ON GREEN SCREEN:				
183.02	**INT. GREAT HALL (The Real Concubines of Kublai Khan)** *The Real Housewives credits package for Real Concubines of Kublai Khan*	D	232, 233, 234, 235, 236, 237, BG	1 5/8	**The Ebell of Los Angeles** **743 S. Lucerne Blvd** **Los Angeles 90005**
	MOVE TO BALLROOM:				
183.03pt1	**INT. GREAT HALL (The Real Concubines of Kublai Khan)** *Andy starts the interviews….they bicker….cut to a clip….*	D	232, 233, 234, 235, 236, 237, 238a, BG	1 2/8	
183.05pt1	**INT. GREAT HALL (The Real Concubines of Kublai Khan)** *The ladies talk about the clip cry plug their products - what a show*	D	232, 233, 234, 235, 236, 237, 238a, BG	1 2/8	
	FILM DAY FOR NIGHT IN BAR CORNER OF BALLROOM:				
183.04pt1	**INT. GREAT HALL (The Real Concubines of Kublai Khan)** *Chabi & Ehri get into a fight over Travis 1 & 2's first Blood Moon Ball*	D4N	232, 233, 234, 235, 236, 237, 282k, 283k, BG	6/8	
	FILM THE LADIES ON GREEN SCREEN FOR BRADY BUNCH TILING				
183.02	**INT. GREAT HALL (The Real Concubines of Kublai Khan)** *Green screen tiling of the ladies for the Brady Bunch gag*	D	232, 233, 234, 235, 236, 237, BG		
			TOTAL PAGES	4 7/8	

Asso D r: Er n Owens Asso D r: Sa y Sue Lander Stage Mgr: Den se A Poore [redacted] Add Stg Mgr: Joe Payton [redacted]

Jones Patricia Conte

*** No Forced Calls without prior approval of UPM. All calls subject to change by AD's. ***

HISTORY OF THE WORLD PART II

CREW CALL: 830A
DATE: Monday, May 2, 2022

#	TITLE	NAME	ZONE	CALL
	SET PRODUCTION (Channel #1)			
1	Director	Dave Stassen	A	830A
1	Director	Alice Mathias	A	PREP
1	Lead Asso Director	Sally Sue Lander	A	830A
1	Associate Director	Erin Owens	A	O/C
1	Prepping Stage Manager	Carly Sturgeon	A	830A
1	Filming Stage Manager	Denise Anderson Poore	A	642A
1	Asst Stage Manager	Joe Payton	A	8A
1	Set PA	Adan Nolasco	A	730A
1	Set PA	Kat Henderson	A	712A
1	Set PA	Grace Maniglia	A	7A
1	Set PA	Taylor Ayers	A	642A
1	Addl Set PA	Robert "BJ" Pasinger	A	642A
1	Script Supervisor	Amy Arter	A	830A
	PRODUCTION OFFICE			
1	Production Supervisor	Katie Taylor	A	O/C
1	Production Coordinator	Jillian Martelli	A	O/C
1	Asst Production Coord	Sara Sabulsky	A	O/C
1	Prod Secretary	Chay Crumble	A	O/C
1	Office Production Asst	Matthew Russo	A	O/C
1	Office Production Asst	Heather Devin	A	O/C
1	Script Coordinator	Cameron Guignet	A	O/C
	CAMERA (Channel #6)			
1	Director of Photography	Kevin Atkinson	A	830A
1	A Camera Op/Steadi Op	Damian Church	A	830A
1	A Camera 1st AC	David Erickson	A	8A
1	A Camera 2nd AC	Suzy Dietz	A	8A
1	B Camera Operator	Gabe Diniz	A	830A
1	B Camera 1st AC	Bianca Bahena	A	8A
1	B Camera 2nd AC	Chris de La Riva	A	8A
1	Digital Utility	Kellsie Domnitz	A	748A
1	Digital Utility	Alex Gadberry	A	748A
1	Still Photographer	Aaron Epstein	A	830A
	GRIP (Channel #8)			
1	Key Grip	Kyle Honnig	A	7A
1	Best Boy Grip	Matt Lim	A	7A
1	A Camera Dolly Grip	Ethan Brannon	A	8A
1	B Camera Dolly Grip	Paul Reyes	A	8A
1	Grip	Marco Gonzalez	A	7A
1	Grip	Phil Guarnotta	A	7A
1	Grip	Chris Pevey	A	7A
1	Addl Grip	Phil Sperry	A	7A
1	Addl Grip	Graham McPherson	A	7A
	SET LIGHTING (Channel #7)			
1	CLT	Larry Sushinski	A	748A
1	ACLT	Steve Charnow	A	748A
1	Lighting Programmer	Patrick Duffy	A	8A
1	Set Lighting Tech	Jake Leannah	A	748A
1	Set Lighting Tech	Jeff Chassler	A	748A
1	Set Lighting Tech	Tim Davis	A	748A
1	Addl Set Lighting Tech	Travis Stewart	A	748A
	SOUND / VIDEO			
1	Sound Mixer	Russel White	A	830A
1	Boom Operator	Tony McCovey	A	830A
1	Utility Sound	Cara Kovach	A	8A
1	Trainee	Daniela Solorzono	A	830A

#	TITLE	NAME	ZONE	CALL
	ACCOUNTING			
1	Production Accountant	Kevin Wenig	B	O/C
1	1st Asst Accountant	Frank Ramey	B	O/C
1	2nd Asst Accountant	Noy Tang	B	O/C
1	Payroll Accountant	Nancy Ramey	B	O/C
1	Cast Payroll Accountant	Beckie Claassen	B	O/C
1	Accounting Clerk	Alicia Lansdowne	B	O/C
	ADD'L PERSONNEL			
	ART DEPT/CONSTRUCTION			
1	Production Designer	Monica Sotto	A	O/C
1	Art Director	Ryan Martin	A	O/C
1	Graphic Designer	Joy Sanwo	B	O/C
1	Art Coordinator	Brenna Brady	B	O/C
1	Assistant Art Director	Beatrice Cerezo	B	O/C
1	Art Dept PA	Stephen Horner	B	O/C
	ASSISTANTS			
1	Producer Asst	Kat LaVeaux	A	O/C
1	Asst to N.K.	Sari Eichenblatt	A	O/C
1	Asst to W.S.	Susan Cho	A	O/C
1	Asst to I.B. & D.S.	Alana Rosenbloom	A	O/C
1	Asst to C.S.	Chayla Wolfberg	A	O/C
1	Writer s Asst	Patrick Scott	A	O/C
	CASTING			
1	Casting Director	Jeanne McCarthy	--	O/C
1	Casting Director	Nicole Abellera Hallman	--	O/C
1	Casting Associate	Tara David	--	O/C
1	Casting Assistant	Kayla Hamblin	--	O/C
1	Extras Casting (Central)	Jimmy Mackay	--	O/C
	CATERING - Café Califa			
1	Chef Driver	Cliff Fell	B	
1	Chef Assist	Florentino Hernandez	B	
1	Chef Assist	Romulo Hernandez	B	
1	Chef Assist	Monica Kiguelman	B	
1	Chef Assist	James Connor	B	
103	BREAKFAST CAST/CREW	Ready	@	7A
14	BREAKFAST - BG	Ready	@	7A
20	LUNCH - DRIVERS	Ready	@	130P
14	LUNCH - BG	Ready	@	2P
103	LUNCH - CAST/CREW	Ready	@	2P
137	TOTAL LUNCHES			
	COSTUMES (Channel #1)			
1	Costume Designer	Beth Morgan	A	O/C
1	Asst Costume Designer	Minnie Garcia	A	O/C
1	Costume Supervisor	Kurtis Oshiro	A	O/C
1	Costumer Coordinator	Britt Cox	A	O/C
1	Costumer	Anni Speckheuer	A	O/C
1	Costumer	Leah Bubeck	A	642A
1	On Set Costumer	Damien Penland	A	8A
1	On Set Costumer	Natasha London	A	730A
1	Addl On Set Costumer	Crystal Fuentes	A	712A
1	Patternmaker & Fitter	Heather Quesada	A	O/C
1	Patternmaker & Fitter	Katherine Kahn	A	O/C
1	Shopper	Elizabeth Von Mehren	A	O/C
1	Costume Production Asst	Alexander Reinoso	A	O/C
	CRAFT SERVICE / MEDIC			
1	Key Craft Service	Mia Roublow	A	830A
1	Co-Key Craft Service	Laura Ulsh	A	830A
1	Construction Medic	Alex Martin	A	O/C
1	Set Medic	Nico Bartoli	A	7A
	ECO/SUSTAINABILITY			
1	Eco Supervisor	Griffin Sager-Gellerman	A	O/C
1	Eco Coordinator	Tehya Jennett	A	O/C
1	PA	Jay Ausbon	A	O/C
	HAIR			
1	Dept. Head Hair	Theraesa Rivers	A	630A
1	Key Hairstylist	Mishell Chandler	A	712A
1	Hairstylist	Katherine Barber	A	712A
	HEALTH & SAFETY (Channel #5)			
1	HS Mgr	Chris Altomari	A	O/C
1	HS Mgr	Casey Oliver	A	O/C
1	HS Supervisor	Ricardo Mendoza	A	O/C
1	Testing Administrator	Kayla Bouzane	A	O/C
1	Testing Administrator	Julie Vettriano	A	O/C
1	Testing Administrator	Rich Ruiz	A	O/C
1	Set Monitor	Ben Housden	A	O/C
1	Set Monitor	Cesar Morales	A	O/C
1	Set Monitor	Rob Tilden	A	O/C
1	Set Monitor	Jenny Foltz	A	O/C
1	Set Monitor	Alyssa Heidrich	A	O/C

#	TITLE	NAME	ZONE	CALL
	LOCATIONS			
1	Location Manager	Christina Conway	B	O/C
1	Key Asst. Loc. Manager	Joey Indrieri	B	O/C
1	Asst Loc Manager	Adam Martinez	B	O/C
2	Layout Board Techs	[illegible]	B	per Loc
	MAKE-UP			
1	Dept. Head Make-Up	Lana Horochowski	A	712A
1	Key Make-Up Artist	Maurine Burke	A	712A
1	Make-Up Artist	Marie Del Prete	A	712A
	POST PRODUCTION			
1	Post Producer	Trish Hadley	A	O/C
1	Post Production Coord	Ipek Kahraman	B	O/C
1	Post Prod Assistant	Angelyn Rodriguez	B	O/C
1	Editor	Stephanie Filo	B	O/C
1	Editor	George Mandl	B	O/C
1	Editor	Daniel Flesher	B	O/C
1	Assistant Editor	Kenneth Rich	B	O/C
1	Assistant Editor	Payton Halbeisen	B	O/C
1	Assistant Editor	Daniel Missierlian	B	O/C
1	Music Composer	Mark Rivers	B	O/C
	PROPERTY (Channel #4)			
1	Property Master	Laura Fejes	B	O/C
1	Asst Property Master	Spenser Reilly	A	8A
1	Asst Property Master	Sabine Asanger	A	8A
1	Prop Buyer	Holiday Landa	B	O/C
1	Prop Buyer	Makenna Cullen	A	8A
	SET DECORATING (Channel #1)			
1	Set Decorator	Jack Lewis	A	O/C
1	Leadman	Bernardo J Osorio	B	O/C
1	Lead Greensman	Alexander Sessing	B	O/C
1	Buyer	Jessie Chaffin	B	O/C
2	Set Dresser	Brant R Boling, W. Rosario	A	O/C
2	Set Dresser	John Hill, Marcos Osorio	A	O/C
2	Set Dresser	Erasmo Lima, Paul Mitchell	A	O/C
2	Set Dresser	Benjamin Robertson, Xavier Corby	A	O/C
1	On Set Dresser	Kalise Wallace	A	830A
1	On Set Dresser	Joseph Grant	A	830A
	SPECIAL EFFECTS (Channel 15)			
1	SPFX Coordinator	Omar Torres	A	830A
1	SPFX Tech	Cristian Torres	A	830A
1	SPFX Tech	Steve Shines	A	O/C
	VIDEO ASSIST			
	Video Assist		A	
	Video Asst Trainee		A	
	VISUAL EFFECTS			
	VFX Supervisor		A	
	WALKIES			
	Walkie Talkies	80		
	TRANSPORTATION (Channel #3)			
1	Coordinator	Catherine Nguyen	A	
1	Captain	Jeff Honicky	B	
1	DOT Adminstrator	Louisa DiMuro	B	P
1	Set Dec Driver		B	E
1	Set Dec Driver		B	R
1	Set Dec Follow Van		B	
1	15 Pass Van		B	C
1	People Mover		B	N
1	Props 48			
1	Craft Service			
1	Costume Trailer			
1	Honeywagon			
1	Make-Up/Hair			
1	Camera Truck			
1	Electric 48			
1	Grip 48			
1	Cast 3-Rm			
1	AD/Producers			
1	Driver	Lonzo Lowe	B	
1	Driver	Robert Honicky	B	
1	Driver	Luis Pedrani	A	
1	Driver	Harout Zabounian	A	
1	Driver	Leo Maka Bautista	B	
1	Driver	Bryan Lachance	B	
1	Driver	Michael Baker	A	
1	Driver	Shalomar Silva	B	
1	Driver	Kevin Christopherson	B	
1	Driver	Fernando Cappella	A	
1	Driver	Mike Williams	A	
1	Driver	Bart Johnson	B	
1	Driver	Mario Ceja	B	
1	Driver	Veronica Pedrani	A	
1	Driver	Eric Suayde	A	
1	Driver	Jose Martinez	A	
1	Driver	Francisco Ramos	B	

HOSPITAL

NEAREST HOSPITAL

Good Samarian Hospital
1225 Wilshire Blvd
Los Angeles 90017
[redacted]

SAFETY BULLETINS FOR TODAY:
#5 Safety Awareness #10 Atmos Fog & Haze

ANONYMOUS SAFETY HOTLINE: [redacted]

James Patrick Connor

EXHIBIT 005.006

EXHIBIT 6

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
06-23-2022
MM DD YYYY

REMIT TO

[redacted]

US USD dp 18:35 POT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774604

[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM

WITHHOLDING STATUS [redacted]

SSN / Tax ID		Check Date	Check Number
[redacted]		[redacted]	[redacted]

Controlling Employer: THEORETICAL PICTURES, INC.

4000 WARNER BLVD.
BUILDING 5 ROOM 103
BURBANK, CA 91522

Dates worked: [redacted]
Pay period: [redacted]

EARNINGS

[redacted]

Project

	Week End	Invoice#
BARBIE (THEORETICAL PICTURES, INC.) (4)	[redacted]	

Description	Units	Rate	Amount
Straight	[redacted]		
Time & One-half			
Cell Phone Allowance			3.00
CovidAllow	[redacted]		
Meal Allowance			
Vacation			
Total:			

Total Hours Worked: [redacted]

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

DEDUCTIONS

Description	Amount	YTD
Calif State Garn	[redacted]	[redacted]

Sick Hours Available: [redacted]
Sick Hours Accrued:
CBA Return to Wrk Paid Sick Available:
*This amount may be superseded by your Con Employer's sick leave policy, pursuant to a CBA or Return to Work Agreement with your union, as applicable

****
********** DIRECT DEPOSIT **********
****

Gross Wages: [redacted]
Taxes:
Deductions:
Net Wages:

*CA Covid-19 Supp Paid Sick Used: [redacted]
YTD Gross:

Account Number	ABA Number	Amount
[redacted]	[redacted]	[redacted]

Seq #2204182145 Run #22251197 Ref #1656033927

EXHIBIT 006.001

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
08-31-2022
MM DD YYYY

REMIT TO

[redacted]

US USD dp 15.06 POT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774604

[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM

WITHHOLDING STATUS
[redacted]

SSN / Tax ID	Check Date	Check Number
[redacted]	8/31/22	[redacted]

Controlling Employer: REDEMPTION PICTURES, INC.

4000 WARNER BLVD.
BUILDING 5 ROOM 103
BURBANK, CA 91522

Date worked: 8/22/2022
Pay period: 08/21 - 08/27/2022

EARNINGS

[redacted]

Project	Week End	Invoice#
NECRUS (10)	08/27/2022	[redacted]

Description	Units	Rate	Amount
Straight	8.00H	[redacted]	
Time & One-half	2.00H		
Cell Phone Allowance			3.00
Meal Allowance	[redacted]		
Vacation			
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

Sick Hours Available: [redacted]
Sick Hours Accrued:
CBA Return to Wrk Paid Sick Available:
*This amount may be superseded by your Controlling Employer's sick leave policy, pursuant to a CBA or Return to Work Agreement with your union, as applicable

****
********** DIRECT DEPOSIT **********
****

Gross Wages: [redacted]
Taxes:
Net Wages:

*CA Covid-19 Supp Paid Sick Used: [redacted]

Account Number	ABA Number	Amount
[redacted]		

YTD Gross [redacted]

Seq #2205801452 Run #22271793 Ref #1661983538

EXHIBIT 006.002

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
08-31-2022
MM DD YYYY

REMIT TO

US USD dp 11-47 PDT 6526/1

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM

WITHHOLDING STATUS

SSN / Tax ID	Check Date	Check Number
	8/31/22	

Controlling Employer: STANDOFFISH PRODUCTIONS LLC

500 S. BUENA VISTA ST.
FGW 2ND FLR
BURBANK, CA 92521

Dates worked: 8/22-27/2022
Pay period: 08/21 - 08/27/2022

EARNINGS

Project	Week End	Invoice#
BLADE 'PERFECT IMPRINTS' (1)	08/27/2022	

Description	Units	Rate	Amount
Straight	40.00H		
Time & One-half			
Time & One-half			
Gold @ 2.5			
Idle			
Cell Phone Allowance			15.00
CovidAllow			
Vacation			
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA		
Medicare		
FWT		
CA SDI		
CA SWT		
GA SWT		
NM SWT		
Total Taxes/Withholding:		

REIMBURSEMENTS

Description	Amount	YTD
Per Diem Allowable		

Sick Hours Available:
Sick Hours Accrued:
CBA Return to Wrk Paid Sick Available:
*This amount may be superseded by your Controlling Employer's sick leave policy,pursuant to a CBA or Return to Work Agreement with your union, as applicable

*CA Covid-19 Supp Paid Sick Used:

YTD Gross:

Gross Wages
Taxes
Reimbursements
Net Wages

Seq #2205827401 Run #22271524 Ref #1661971676

EXHIBIT 006.003

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
09-01-2022
MM DD YYYY

REMIT TO

[redacted]

US USD dp 14:34 PDT 07/30/1

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774604

[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM

WITHHOLDING STATUS
[redacted]

SSN / Tax ID	Check Date	Check Number
[redacted]	9/1/22	[redacted]

Controlling Employer: F10 PRODUCTIONS LLC

100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

Dates worked: 8/23-26/2022
Pay period: 08/21 - 08/27/2022

EARNINGS

[redacted]

Project	Week End	Invoice#
FAST 10 (1)	08/27/2022	[redacted]

Description	Units	Rate	Amount
Straight	32.00H	[redacted]	
Time & One-half	[redacted]		
Cell Phone Allowance			12.00
Meal Allowance	[redacted]		
Vacation			
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

Sick Hours Available: [redacted]
Sick Hours Accrued:
CBA Return to Wrk Paid Sick Available:
*This amount may be superseded by your Controlling Employer's sick leave policy, pursuant to a CBA or Return to Work Agreement with your union, as applicable

****
********** DIRECT DEPOSIT **********
****

Gross Wages: [redacted]
Taxes:
Net Wages:

*CA Covid-19 Supp Paid Sick Used: [redacted]
YTD Gross:

Account Number	ABA Number	Amount
[redacted]		

Seq #2205899018 Run #22272561 Ref #1662068062

EXHIBIT 006.004

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
09-28-2022
MM DD YYYY

REMIT TO

[redacted]

US USD 4/p 20.30 POT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM

WITHHOLDING STATUS
[redacted]

SSN / Tax ID	Check Date	Check Number
[redacted]	9/28/22	[redacted]

Controlling Employer: TCS US PRODUCTIONS 16, INC.

10201 W. PICO BLVD.
LOS ANGELES, CA 90035

Date worked: 9/19/2022
Pay period: 09/18 - 09/24/2022

EARNINGS

[redacted]

Project	Week End	
GREATEST HITS (1)	09/24/2022	[redacted]

Description	Units	Rate	Amount
Straight	8.00H	[redacted]	
Time & One-half	[redacted]		
Cell Phone Allowance			3.00
Meal Allowance	[redacted]		
Meal Pen.			
Vacation			
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

Sick Hours Available: [redacted]
Sick Hours Accrued:
CBA Return to Wrk Paid Sick Available:
*This amount may be superseded by your Controlling Employer's sick leave policy, pursuant to a CBA or Return to Work Agreement with your union, as applicable

****
********** DIRECT DEPOSIT **********
****

Gross Wages: [redacted]
Taxes:
Net Wages:

*CA Covid-19 Supp Paid Sick Used [redacted]
YTD Gross

Account Number	ABA Number	Amount
[redacted]		

Seq #2206536371 Run #22280245 Ref #1664422787

EXHIBIT 006.005

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK CA 91505

www.ep.com (818) 955-6000 Version-11.0094.1

[redacted]

SSN [redacted]

Mailing Address [redacted]

W-2/1099 Address [redacted]

** Get your W-2 online -- register to go paperless at ep.com/mytaxform **

Check No: [redacted]
Check Date: 03/08/2023
Batch: [redacted]
Ref / Inv:

PAY PERIOD
Start: 02/19/23 End: 02/25/23
Tax / Work Days: [redacted]
Res / Work State:
Pens Hrs / Days:

Client Labor Employer: PACIFIC 2 1 ENTERTAINMENT GROUP INC
10201 WEST PICO BOULEVARD
LOS ANGELES CA 90035 (310) 369-1000

Prod Title: MAYANS MC - SEASON 5

Sick Leave : [redacted]

Leave balance may not reflect other payroll provider activity thru 2023-02-22. RTW CBA sick leave bal may vary.

Tax WH Status W/H: Fed Res Work [redacted]

Comments:

Payroll Note:

Desc	Rate: Hourly	Hours	Amount
REG	[redacted]		
O T			
DOUBLE			
MEAL P			
PHONE			3 00

Taxes	Deductions	Current Amt	YTD
FED		[redacted]	
FICA-SSA			
FICA-MED			
CA SDI			
CA ST			

Union: NON-UNION
Occupation Title: POLICE

TOTALS	Hours	Gross	FIT Taxable	Deductions	Net Pay
Current:	[redacted]				
YTD:					

Unemployment Info: ENTERTAINMENT PARTNERS ENTERPRISES Tel: (818) 955-6000 State: CA Unemployment No: [redacted]

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK CA 91505

Non-Negotiable

Copy

MAYANS MC - SEASON 5		
Check Date	Employee No	Check Code
03/08/2023	[redacted]	

Non-Negotiable
Non-Negotiable
Non-Negotiable
Non-Negotiable

Pay Exactly One Thousand Sixty Two Dollars AND 87 Cents

* VOID * [redacted]

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PAY TO THE ORDER OF [redacted]

Non-Negotiable
Non-Negotiable

Non-Negotiable

EXHIBIT 006.006

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY.
BURBANK, CA 91505

www.ep.com (818) 955-6000 Version 11.00.04.1

[redacted]

Check No: [redacted]
Check Date: 03/16/2023
Batch: [redacted]
Ref / Inv:

PAY PERIOD
Start: 03/05/23 End: 03/11/23
Tax / Work Days: 5 / 1
Res / Work State: NV / CA
Pens Hrs / Days:

Client Labor Employer: TWENTIETH CENTURY FOX FILM CORP
10201 WEST PICO BOULEVARD,
LOS ANGELES, CA 90064 (310) 369-1000

Prod Title: 911 - SEASON 6

Sick Leave : [redacted]

Leave balance may not reflect other payroll provider activity thru [redacted] RTW CBA sick leave bal may vary.

Tax WH [redacted]
Status
W/H

Comments:

Payroll Note:

Desc	Rate: Hourly	Hours	Amount	Taxes	Deductions	Current Amt	YTD
REG	[redacted]	8.0	[redacted]	FED	[redacted]		
MEAL P				FICA-SSA			
AUTO				FICA-MED			
PHONE			3.00	CA ST			

Union: NON-UNION
Occupation Title: [redacted]

TOTALS	Hours	Gross	FIT Taxable	Deductions	Net Pay
Current:	[redacted]				
YTD:					

Unemployment Info: ENTERTAINMENT PARTNERS ENTERPRISES Tel: (818) 955-6000 State: NV Unemployment No: [redacted]

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK, CA 91505

Non-Negotiable

Copy

911 - SEASON 6		
Check Date	Employee No	Check Code
[redacted]		

Non-Negotiable
Non-Negotiable
Non-Negotiable
Non-Negotiable

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[redacted]

Non-Negotiable
Non-Negotiable

Non-Negotiable

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK, CA 91505

www.ep.com (818) 955-6000 Version 11.009.1

[redacted]

SSN: ***-**[redacted]

Mailing Address [redacted]

W-2/1099 Address [redacted]

** Get your W-2 online -- register to go paperless at ep.com/mytaxform **

Check No: [redacted]
Check Date: 03/28/2023
Batch: [redacted]
Ref / Inv:

PAY PERIOD
Start: 03/19/23 End: 03/25/23
Tax / Work Days:
Res / Work State:
Pens Hrs / Days: [redacted]

Client Labor Employer: PACIFIC 2.1 ENTERTAINMENT GROUP, INC
10201 WEST PICO BOULEVARD
LOS ANGELES, CA 90035 (310) 369-1000

Prod Title: [redacted]

Sick Leave : CA 0/8 Avail/Accr

Leave balance may not reflect other payroll provider activity thru 2023-03-24. RTW CBA sick leave bal may vary.

Tax WH Fed Res Work
Status
W/H [redacted]

Comments:

Payroll Note:

Desc	Rate Hourly	Hours	Amount	Taxes	Deductions	Current Amt	YTD
REG	[redacted]	8.0	[redacted]	FED		[redacted]	
O.T.		4.0		FICA-SSA			
DOUBLE		2.0		FICA-MED			
MEAL P				CA SDI			
AUTO				CA ST			
PHONE			3.00		D/RDP1		

Union: NON-UNION
Occupation Title: [redacted]

TOTALS	Hours	Gross	FIT Taxable	Deductions	Net Pay
Current:	[redacted]				
YTD:					

Unemployment Info: ENTERTAINMENT PARTNERS ENTERPRISES Tel: (818) 955-6000 State: CA Unemployment No: 025-6218-9

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK, CA 91505

Non-Negotiable

Copy

[redacted]

Check Date	Employee No	Check Code
03/28/2023	[redacted]	

Non-Negotiable
Non-Negotiable
Non-Negotiable
Non-Negotiable

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Deposit Advice: [redacted]

Non-Negotiable
Non-Negotiable

Non-Negotiable

EXHIBIT 006.008

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
02-07-2024
MM DD YYYY

REMIT TO

[redacted]

US LGD sip 18.02 PST

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

[redacted]

SSN / Tax ID	Check Date	Check Number
[redacted]	2/7/24	[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES FOR PAYROLL ON MY.CASTANDCREW.COM

WITHHOLDING STATUS
[redacted]

Controlling Employer: ABC SIGNATURE, LLC
500 S. BUENA VISTA ST.
ABC/RIVERSIDE BLDG. 3RD FLOOR
BURBANK, CA 91521
(818) 460-6507

Date worked: [redacted]
Pay period: 01/28 - 02/03/2024

EARNINGS

[redacted]

Project	Week End	Invoice#
GROWN-ISH SEASON 6 (369)	[redacted]	

GROWN-ISH SEASON 6 (Series Code: 618)
GROWN-ISH SEASON 6 (Series Code: 999)

Description	Units	Rate	Amount
Straight	[redacted]		
Time & One-half			
Gold @ 2.5			
Cell Phone Allowance			3.00
Meal Allowance	[redacted]		
Vacation			
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

Sick Hours Available: [redacted]
Sick Hours Accrued:

YTD Gross: [redacted]

Gross Wages: [redacted]
Taxes:
Net Wages:

Seq #2400268865 Run #24212963 Ref #1707357722

EXHIBIT 006.009

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
05-01-2024
MM DD YYYY

REMIT TO

[redacted]

US USD dp 14:32 PDT 65635.1

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES FOR PAYROLL ON MY.CASTANDCREW.COM

WITHHOLDING STATUS
[redacted]

SSN / Tax ID		Check Date	Check Number
[redacted]		5/1/24	[redacted]

Controlling Employer: CHANGEUP PRODUCTIONS, LLC

500 S. BUENA VISTA ST.
MC 3301
BURBANK, CA 91521

Dates worked: 4/22-24/2024
Pay period: 04/21 - 04/27/2024

EARNINGS

[redacted]

Project	Week End	Invoice#
CAPTAIN AMERICA 4 ROCHELLE, ROCHELLE (1)	04/27/2024	[redacted]

Description	Units	Rate	Amount
Straight	24.00H	[redacted]	
Time & One-half	16.50H		
Cell Phone Allowance			9.00
Vacation	[redacted]		
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

REIMBURSEMENTS

Description	Amount	YTD
Equipment	[redacted]	

Sick Hours Available: [redacted]
Sick Hours Accrued:

YTD Gross: [redacted]

Gross Wages: [redacted]
Taxes:
Reimbursements:
Net Wages:

Seq #2401141663 Run #24246627 Ref #1714597344

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
05-08-2024
MM DD YYYY

REMIT TO

[redacted]

US 850-96 14-31 1907

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

[redacted]

SSN / Tax ID	Check Date	Check Number
[redacted]	5/8/24	[redacted]

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES FOR PAYROLL ON MY.CASTANDCREW.COM

WITHHOLDING STATUS
[redacted]

Controlling Employer: WARNER BROS. TELEVISION

300 TELEVISION PLAZA
BUILDING 137 ROOM 209A
BURBANK, CA 91505-1402

Dates worked: 4/30 5/1/2024
Pay period: 04/28 - 05/04/2024

EARNINGS

[redacted]

Project

	Week End	Invoice#
ALL AMERICAN 23/24 SERIES S6 (554)	05/04/2024	[redacted]

SEASON 6 (Series Code: 000)
SEASON 6 (Series Code: 000)

Description	Units	Rate	Amount
Straight	16.00H	[redacted]	
Time & One-half			
Gold @ 2.5			
Gold @ 3.0			
Cell Phone Allowance			6.00
Meal Allowance			100.00
Meal Pen.			75.00
Vacation			
Total:			
Total Hours Worked:			

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	[redacted]	
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding:		

Sick Hours Available: [redacted]
Sick Hours Accrued:

YTD Gross: [redacted]

Gross Wages: [redacted]
Taxes:
Net Wages:

Seq #2401211912 Run #24249805 Ref #1715203906

WRAPBOOK

support@wrapbook.com
1 (833) 977-2665

Check Date	[redacted]
Name	
Address	
Classification	
Union	
Job Title	
Controlling Employer	Park Pictures LLC, 184 5th Ave Fl 8, New York, NY, 10010-5924
Payroll Employer	TakeOne Network Corp. DBA Wrapbook, 228 Park Ave S #36206 New York, NY, 10003-1502, FEIN#: 82-4462453
Project	Sam's Club #24-20

Date	Notes	Amount
Jun 29, 2024	Cell phone allowance	$6.00

	Amount
Gross Earnings:	$6.00
Total Deductions:	$0.00
Net Earnings:	$6.00

Payments	Amount
Primary Account: [redacted]	$6.00

CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE
08-07-2024
MM DD YYYY

REMIT TO

US USD dp 17:34 PDT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 954774604

SSN / Tax ID	Check Date	Check Number
	8/7/24	

"PLEASE NOTE - CAST & CREW NOW USES" www.experianverify.com for all employment verification. Be sure to use access code "3ABC1256" when accessing the website

WITHHOLDING STATUS

Controlling Employer: MESQUITE PRODUCTIONS, INC.

STUDIO CITY NORTH
10500 ORBITAL WAY #137
PACOIMA, CA 91331

Date worked: 7/30/2024
Pay period: 07/28 - 08/03/2024

EARNINGS

Project	Week End	Invoice#
NOIR 24-25 S1 (3)	08/03/2024	

NOIR 24-25 S1 (Series Code: 1018)

Description	Units	Rate	Amount
Straight	8.00H		
Time & One-half	5.00H		
Cell Phone Allowance			3.00
Meal Allowance			
Vacation			
Total:			

Total Hours Worked: 13.00H

Sick Hours Available:
Sick Hours Accrued:

YTD Gross:

TAXES/WITHHOLDING

Description	Amount	YTD
FICA		
Medicare		
CA SDI		
Total Taxes/Withholding:		

DEDUCTIONS

Description	Amount	YTD
Calif State Garn		

****
********** DIRECT DEPOSIT **********
****

Gross Wages:
Taxes:
Deductions:
Net Wages:

Account Number	ABA Number	Amount

Seq #2402091471 Run #24284282 Ref #1723075464

WRAPBOOK

support@wrapbook.com
1 (833) 977-2665

Check Date Oct 17, 2024

Name
Address
Classification
Union
Job Title

[redacted]

Controlling Employer Corporate Management Solutions, Inc., 4223 Glencoe Ave Ste A200, Marina Del Rey, CA, 90292-5673

Payroll Employer TakeOne Network Corp. DBA Wrapbook, 228 Park Ave S #36206 New York, NY, 10003-1502, FEIN#: 82-4462453

Project Nightingale

Date	Notes	Amount
Oct 14, 2024	Cell phone allowance	$3.00

	Amount
Gross Earnings:	$3.00
Total Deductions:	$0.00
Net Earnings:	$3.00

Payments		Amount
Primary Account:	Deposited into account [redacted] on Oct 17, 2024	$3.00

WRAPBOOK

support@wrapbook.com
1 (833) 977-2665

Check Date	Nov 20, 2024
Name **Address** **Classification** **Union** **Job Title**	[redacted]
Controlling Employer	Stink LLC, 4406 West Jefferson Boulevard, South Los Angeles, CA, 90016
Payroll Employer	TakeOne Network Corp. DBA Wrapbook, 228 Park Ave S #36206 New York, NY, 10003-1502, FEIN#: 82-4462453
Project	K2431 SAP

Date	Notes	Amount
Nov 10, 2024	Cell phone allowance	$6.00

	Amount
Gross Earnings:	$6.00
Total Deductions:	$0.00
Net Earnings:	$6.00

Payments		Amount
Primary Account:	Deposited into account [redacted] on Nov 20, 2024	$6.00

WRAPBOOK

support@wrapbook.com
1 (833) 977-2665

Check Date Nov 22, 2024

Name
Address
Classification
Union
Job Title

[redacted]

Controlling Employer PRETTYBIRD, LLC, 9905 Jefferson Blvd, Culver City, CA, 90232

Payroll Employer TakeOne Network Corp. DBA Wrapbook, 228 Park Ave S #36206
New York, NY, 10003-1502, FEIN#: 82-4462453

Project MCDONALD'S FIRST BITE #PBUS24081

Date	Notes	Amount
Nov 20, 2024	Cell phone allowance	$4.00

	Amount
Gross Earnings:	$4.00
Total Deductions:	$0.00
Net Earnings:	$4.00

Payments		Amount
Primary Account:	Deposited into account [redacted] on Nov 22, 2024	$4.00

EXHIBIT 7

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 8

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 9

CALIFORNIA
Film Commission

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.

EXHIBIT -009

EXHIBIT 10

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.

EXHIBIT 11

WARNER BROS. PICTURES

KING RICHARD

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 the Filmmakers Code of Professional Responsibility, please call Michael Walbrecht at (818) 601-2766 (cell) or (818) 954-1910 (office).

To our Production Companies: You are guests and should treat this location, as well as the public, with courtesy. If we do not conduct our business in a respectful professional manner while working in our local communities, we cannot expect cooperation from the communities in the future. Please adhere to the following guidelines.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor 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 the production**
   * **kind of production (e.g. feature film, movie of the week, TV pilot, etc.)**
   * **type of activity, and duration (i.e., times, dates and number of days, including prep and strike)**
   * **company contact (first assistant director, unit production manager, location manager)**

   The Filmmakers Code of Professional Responsibility should be attached to the filming notification distributed to the neighborhood.

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

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

4. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction or driveway owner.

– OVER –

5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal. Remember to use the proper receptacles for trash (e.g., napkins, plates, coffee cups, etc.) that you may use in the course of the working day.

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 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. Do not wear clothing that lacks common sense and good taste. Shoes and shirts must be worn at all times, unless otherwise directed.

10. Crewmembers shall not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (e.g., pin-up posters...).

11. Do not trespass onto other neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.

12. The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.

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

14. Observe designated smoking areas and <u>always</u> extinguish cigarettes in butt cans.

15. Cast and crew will refrain from the use of lewd or improper language within earshot of the general public.

16. The company will comply at all times with the provisions of the filming permit.

We appreciate your cooperation and assistance in upholding the Filmmakers Code of Professional Responsibility.

EXHIBIT 12

Docusign Envelope ID: D19DD1A5-AE35-41DB-820E-17AA8A6445FD

Douglas Workman
[redacted]

May 14, 2025

VERSATILE STUDIOS, INC.
c/o Michael Dos Santos
Agent for Service of Process
5566 W. Washington Blvd.
Los Angeles, CA 90016

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

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:
Douglas Workman
7899328F238940E...
Douglas Workman