

November 1, 2021

GENERAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2021
between
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
and
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
FOR THE THEATRICAL AND TELEVISION MOTION PICTURE AREA
STANDARDS AGREEMENT

This Memorandum of Agreement is entered into as of August 1, 2021 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the “IATSE”), on its own behalf and on behalf of the Local Unions whose jurisdictions are covered by the 2021 IATSE Area Standards Agreement (such International Alliance and Locals being referred to individually as the “Union” and collectively as the “Unions”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Producers which have effectively consented to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the “Employer” and collectively referred to as the “Employers” and listed on Exhibit “A” attached hereto), on the other hand.

This Memorandum of Agreement modifies the Theatrical and Television Motion Picture Area Standards Agreement between the IATSE and the Employers which became effective on August 1, 2018.

All of the provisions of the current Area Standards Agreement between the parties shall remain the same, unless otherwise specifically changed as noted herein. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

The provisions herein shall be effective on the first Sunday following notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Term**

The term of the Agreement shall be three (3) years, beginning August 1, 2021 and terminating on July 31, 2024.

2. **Wages**

- a. Minimum contract wage rates shall be increased by three percent (3%) effective August 1, 2021, provided that this Agreement is ratified no later than sixty (60) days after this Memorandum of Agreement is fully executed, and there is no work stoppage by the members of the IATSE between July 31, 2021 and the ratification of this Agreement. Minimum contract wages shall be increased by an additional three percent (3%) effective July 31, 2022, and by an additional three percent (3%) effective July 30, 2023. These increases shall be compounded.
- b. Modify the “Maryland” and “Non-Maryland” hourly wage rate tables in Appendix A and the Washington D.C. rates in Article 3(A)(3) to provide the following minimum hourly wage rates for Art Department Coordinators and Assistant Production Office Coordinators under the “Television” column:

\$23.50/hour effective August 1, 2021 (subject to the same conditions described in Item 2.a. above regarding the minimum wage increase in the first year of the Agreement); \$24.50/hour effective July 31, 2022; and \$26.00/hour effective July 30, 2023.

During the term of the 2021 Area Standards Agreement, the minimum hourly wage rates set forth in this Item 2.b. shall not be adjusted under Paragraphs D.(2) (“Low Budget SVOD Programs”) or D.(3) (“Mid-Budget SVOD Programs”) of Sideletter 12 re: Productions Made for New Media.

Make conforming changes, including by revising footnote 5 as it relates to the Art Department Coordinator and Assistant Production Office Coordinator classifications to apply to theatrical motion pictures only.

- c. *Add the following Sideletter to the Area Standards Agreement to provide:*

“Dear Matt:

“This will confirm that during the negotiations for the 2021 Area Standards Agreement, the parties agreed that an Employer may individually negotiate with an Art Department Coordinator or Assistant Production Office Coordinator employed on a theatrical motion picture or on a High Budget SVOD Program to which the wage rates and working conditions applicable to a theatrical motion picture apply (as provided in Paragraph F.(4)(a)(iv) of the Sideletter re: Productions Made for New Media) to employ the Art Department Coordinator or Assistant Production Office Coordinator on a daily or weekly basis with an hourly rate. Nothing in this Sideletter shall prevent an Employer from employing an Art Department Coordinator or Assistant Production Office Coordinator on a theatrical motion picture or on a High Budget SVOD Program to which the wage rates and working conditions applicable to a theatrical motion picture apply (as

provided in Paragraph F.(4)(a)(iv) of the Sideletter re: Productions Made for New Media) on an ‘on call’ basis.

“It is understood that Art Department Coordinators or Assistant Production Office Coordinators employed on a daily or weekly basis as described above shall receive overtime and premium payments in accordance with Article 3(D).”

Make conforming changes, including by revising footnote 5 as it relates to the Art Department Coordinator and Assistant Production Office Coordinator classifications to apply to theatrical motion pictures only, and to make reference to the Sideletter above.

3. **Fringe Benefits**

- a. Increase all health contribution rates in Article 5 of the Agreement by \$6.00 per day effective August 1, 2021, provided that this Agreement is ratified no later than sixty (60) days after this Memorandum of Agreement is fully executed, and there is no work stoppage by the members of the IATSE between July 31, 2021 and the ratification of this Agreement.

Except as to employees covered under the Area Standards Agreement and working in Hawaii and San Diego, California, all such amounts shall be allocated to the IATSE National Health and Welfare Fund. For employees working under the Area Standards Agreement in Hawaii, such amounts shall be allocated to the IATSE Local 665 Health and Welfare Trust Fund. For employees working under the Area Standards Agreement in San Diego, California, such amounts shall be allocated to the San Diego Theatrical Health and Welfare Trust Fund.

- b. The aggregate daily benefit plan contribution rate shall be increased by an additional \$6.00 per day effective July 31, 2022 and by an additional \$7.00 per day effective July 30, 2023.

Allocation of the foregoing increases shall be made by mutual agreement of the AMPTP (on behalf of the Employers) and the IATSE at least sixty (60) days in advance of July 31, 2022 and July 30, 2023, respectively. The parties may agree to different allocations for each of the rates listed in Article 5(A)(1)-(8):

- (1) “Non-Maryland fringe rates”
- (2) “Maryland fringe rates”
- (3) Southeastern Michigan
- (4) Washington, D.C.
- (5) Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
- (6) Las Vegas
- (7) Hawaii
- (8) Oregon and Washington

In the event the AMPTP and IATSE do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase shall be allocated to health, unless the IATSE National Pension Fund is less than eighty percent (80%) funded or is projected to have a negative credit balance during the seven (7) year projection period, based on the preliminary actuarial valuation results for the year of the increase, in which case at least half of the increase shall be allocated to pension.

4. **Overtime**

Modify Article 3(D)(2) to provide that an employee will be paid two (2) times the employee's regular hourly rate for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) on:

- a. a pilot, other than a pilot made for basic cable or The CW and other than a two (2) hour pilot for which there is no series commitment at the time of the pilot order;
- b. an episode of a series, other than the first season of a series made for basic cable or The CW; or
- c. a one-time television motion picture, other than a long-form television motion picture

which commences principal photography on or after the first Sunday that falls 90 days after the AMPTP receives notice of ratification. The foregoing shall not apply to a mini-series.

Contract language changes are as follows:

Modify Article 3(D) ("Overtime and Premium Pay") as follows:

“(D) **Overtime and Premium Pay**

“(1) One and one-half times the employee's regular hourly rate will be paid for all hours worked after eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked (or for the first fourteen (14) elapsed hours if applicable under subparagraph (2) below) on a sixth work day in a workweek.

“(2) (i) Two (2) times the employee's regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture. ~~except that on television productions, employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours.~~

“(ii) Two (2) times the employee’s regular hourly rate will be paid for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except:

“Two (2) times the employee’s regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) when the employee is employed on any of the following productions which commence principal photography on or after [insert the date that is the first Sunday that falls 90 days after the AMPTP receives notice of ratification]:

“(A) a pilot, other than a pilot made for basic cable or The CW and other than a two (2) hour pilot for which there is no series commitment at the time of the pilot order;

“(B) an episode of a series, other than the first season of a series made for basic cable or The CW; or

“(C) a one-time television motion picture, other than a long-form television motion picture.

“(For clarity, employees employed on a mini-series shall be paid double time after fourteen (14) elapsed hours.)

“(3) Two (2) times the employee’s regular hourly rate will be paid for all hours worked on a seventh workday in the employee’s workweek or on a holiday.

“(4) Overtime and premium rates will be paid in one-tenth hour increments. Overtime and premium rates may not be compounded.”

5. **Rest Periods**

Modify Article 3.(F) to provide as follows:

“(F) Rest Periods

“The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episodes of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 3(F) of the 2018 Agreement shall apply.

“(1) Daily Rest Period

“The rest period following dismissal shall be ten (10) hours for employees who are employed as Local or Nearby Hires.

“The rest period following dismissal shall be nine (9) hours for employees who are employed as Distant Hires, except that in the event that an employee employed as a Distant Hire works fourteen (14) or more hours on two (2) consecutive days for the same Employer on the same production, there will be a ten (10) hour rest period commencing upon the employee's dismissal on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Employer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off. The exception in the preceding sentence shall not apply to pilots nor to series in their first season of production.

“(2) Weekend Rest Period¹

“(i) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

“An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

“The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

“(a) the fifth day of the workweek is no longer than twelve (12) hours worked; and either

“(b) 1) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

“2) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

“3) work on the fifth day of the workweek is delayed due to a health and safety concern as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

¹ If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

“(c) Employer may utilize the foregoing exceptions:

“1) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

“2) no more than once every six (6) weeks on episodic series and mini-series; or

“3) twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.

“(ii) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

“An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

“(iii) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

“An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

“(iv) The foregoing rest periods shall not apply to a workweek shift.

“(v) Measurement of the weekend rest period shall be the same as applies to the daily rest period under the Area Standards Agreement, except that measurement of the weekend rest period for Distant Hires shall be “set-to-set,” or if the employee is not employed on a set, worksite-to-worksite.

“(3) The penalty for invasion of the rest period as provided herein shall be payment of additional straight time for all invaded hours.

“(4) The foregoing provisions of this Article 3(F) do not apply to employees employed on an ‘on call’ basis.”

6. **Meals**

a. Employers and the IATSE agree to work with the DGA and/or production executives in an effort to ensure that employees covered by the Area Standards Agreement are provided the opportunity to take contractually-prescribed meal breaks. A meeting of representatives of the AMPTP, IATSE and DGA to discuss

the provision of meal periods to the IATSE in a timely manner shall take place as soon as practicable but in no event later than January 31, 2022.

- b. Employers agree that the IATSE may request meetings on an Employer-by-Employer basis to discuss recurring issues with the provision of meal breaks to employees covered by the Area Standards Agreement.
- c. Within thirty (30) days of notice of ratification, the AMPTP will issue a bulletin emphasizing the importance of providing employees with a meal break during the day. The bulletin shall set forth the meal period requirements in Article 4 of the Area Standards Agreement.
- d. Meal Penalty Increase

Modify Article 4(D) as follows:

“(D) (1) Except as provided in subparagraph (2) below, meal penalty for delayed meals shall be computed as follows:

“First half-hour meal delay or fraction thereof	\$ 7.50
“Second half-hour meal delay or fraction thereof	\$10.00
“Third and each succeeding <u>fourth</u> half-hour meal delay or fraction thereof	\$12.50
“ <u>Fifth and each succeeding half-hour meal delay or fraction thereof</u>	<u>\$25.00</u>

"For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (1/2) hour of meal delay or fraction thereof.

“(2) Meal penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

“First half-hour meal delay or fraction thereof	\$ 8.50
“Second half-hour meal delay or fraction thereof	\$11.00

“Third and ~~each succeeding~~ fourth half-hour meal delay or fraction thereof \$13.50

“Fifth and each succeeding half-hour meal delay or fraction thereof \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.”

7. **Productions Made for New Media**

- a. *Modify the preamble to the Sideletter re: Productions Made for New Media as follows:*

“This Sideletter confirms the understanding of the International Alliance of Theatrical Stage Employees (hereinafter “the IATSE”), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed in Exhibit “A” which it represented in negotiations for the IATSE Theatrical and Television Motion Picture Area Standards Agreement of ~~2018~~2021 (hereinafter “the Area Standards Agreement”), on the other hand, (collectively “the parties”), concerning the terms and conditions applicable to the production of dramatic, scripted motion pictures that are made for the Internet, mobile devices, or any other new media platform in existence as of August 1, 2009 (hereinafter collectively referred to as “New Media”).^[footnotes omitted]

“With respect to such productions intended for initial use in new media, the parties agree as follows: ~~The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.~~”

b. **Low Budget SVOD Programs**

Add a new Paragraph D.(2) to the Sideletter re: Productions Made for New Media (and renumber the existing Paragraph D.(2) as D.(3)) as follows:

“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)

“(2) Low Budget SVOD Programs

“(a) The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:

“(i) any program or series that would otherwise qualify as a “Low Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2022; or

“(ii) any program or series that would otherwise qualify as a “Low Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2022, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to August 1, 2022.

“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2022.

“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2022 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the

additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).²

“Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

“(b) Low Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to covered original, live action dramatic new media productions (other than an “Experimental New Media Production”) made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter “Low Budget SVOD Programs”):

<u>“Length of Program as Initially Exhibited* 20-35 Minutes 36-65 Minutes 66 Minutes or more</u>	<u>“Low Budget” Threshold Less than \$900,000 Less than \$1,750,000 Less than \$2,100,000</u>

“* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(2), and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

² In the event that the Employer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to the Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

“(c) Terms and Conditions

“The terms and conditions applicable to a Low Budget SVOD Program shall be those set forth in the 2021 Area Standards Agreement for a long-form television motion picture, except that:

- “(i) Employees employed on a Low Budget SVOD Program in the “Maryland” and “Non-Maryland” areas shall be paid at the applicable “Pilot, Long-Form and First Year of One-Hour Episodic Series” rates for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). The minimum rates for employees working in Washington, D.C. shall be the “television” rates set forth in Article 3(A)(3) for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). The minimum rates for employees working in Las Vegas and Hawaii shall be as provided in Paragraph D.(2) of the Sideletter re: Productions Made for New Media to the 2021 Producer-IATSE Basic Agreement;
- “(ii) Paragraph E.(5) of this Sideletter shall apply; and
- “(iii) Rest periods shall be as provided in Article 3(F) of the 2021 IATSE Area Standards Agreement.”

Make conforming changes, including but not limited to modifying the second sentence of Paragraph B. of the Sideletter re Productions Made for New Media to refer to Paragraph D.(1) rather than “Paragraph D.”

c. **Mid-Budget SVOD Programs**

Modify Paragraph D.(2) of the Sideletter re: Productions Made for New Media as follows (conform footnote numbers as necessary):

“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)

“(23) (a) The terms and conditions set forth in this Paragraph D.(23) shall not apply to any program or series that continues in production on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] and which qualified as a “Legacy”³ Mid-Budget SVOD Program or series, and continues to qualify as a “Legacy” Mid-Budget SVOD Program or series, pursuant to Paragraph D.(2)(a)(i) or (ii) of the Sideletter re Productions Made for New Media to the 2018 Area Standards Agreement.

“In addition, the terms and conditions set forth in this Paragraph D.(3) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification].⁴ Paragraph D.(2) of the Sideletter re

³ “During the 2021 negotiations, the parties agreed as a matter of housekeeping to rename “grandfathered” Mid-Budget SVOD Programs and series as “Legacy” Mid-Budget SVOD Programs and series.

⁴ “If the licensee orders additional Mid-Budget SVOD Programs or episodes of a Mid-Budget SVOD series, the principal photography of which will commence on or after [the first Sunday following the AMPTP’s receipt of notice of ratification], pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2021 Area Standards Agreement. In the event that Employer asserts that a Mid-Budget SVOD Program qualifies as a “Legacy” Mid-Budget SVOD Program under the provisions of the second paragraph of Paragraph D.(3)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect

Productions Made for New Media to the 2018 Area Standards Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2021 negotiations.

~~“The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:~~

~~“(i) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2019; or~~

~~“(ii) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2019, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to August 1, 2019.~~

~~“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2019.~~

~~“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2019 and the Employer has the right to negotiate with respect to the~~

to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).⁵

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

“(b) Mid-Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter “Mid-Budget SVOD Programs”):

<u>Length of Program as Initially Exhibited*</u>	<u>“Mid-Budget” Threshold</u>
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

“* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay

⁵ In the event that the Employer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to the Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

platform are not subject to this Paragraph D.(23) and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

“(c) Terms and Conditions

“The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the ~~2018~~2021 Area Standards Agreement for a long-form television motion picture, except that:

“(A) Employees employed on a Mid-Budget SVOD Program shall be paid at the “Pilot, Long-Form and First Year of One-Hour Episodic Series” wage rates for the period ~~two periods~~ prior to the period in question (*e.g.*, during the period ~~August 2, 2020~~ July 31, 2022 to July 31, 2021 ~~July 29, 2023~~, the wage rates for the period ~~July 29, 2018~~ August 1, 2021 to August 3, 2019 ~~July 30, 2022~~ shall apply). The minimum rates for employees working in Washington, D.C. shall be the “television” rates set forth in Article 3(A)(3) for the period prior to the period in question (*e.g.*, during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). The minimum rates for employees working in Las Vegas and Hawaii shall be as provided in Paragraph D.(2) of the Sideletter re: Productions Made for New Media to the 2021 Producer-IATSE Basic Agreement;

“(B) Paragraph E.(5) of this Sideletter shall apply; and

“(C) Rest periods shall be as provided in Article 3(F)(4) of the ~~2018~~2021 IATSE Area Standards Agreement.”

d. **High Budget SVOD Programs**

See attached charts for changes to terms and conditions for High Budget SVOD Programs.

e. Renew the Sideletter re: Productions Made for New Media, subject to the modifications provided herein.

8. **Martin Luther King Jr. Day**

Martin Luther King Jr. Day shall be added as a holiday effective January 1, 2022 pursuant to Sideletter No. 1 when the Memorandum of Agreement for the 2021-2024 Producer - IATSE Basic Agreement is ratified.

9. **Diversity, Equity and Inclusion**

a. The parties agree to convene a meeting of the Joint Diversity and Inclusion Task Force within thirty (30) days of the AMPTP's receipt of notice of ratification. The Task Force will consider a Local by Local approach to improving diversity, equity and inclusion.

b. *Add a new Article 25 to the Area Standards Agreement to provide as follows:*

“ARTICLE 25 – DIVERSITY, EQUITY AND INCLUSION

“(A) Statement of Commitment.

“Acknowledging the critical importance of diversity, equity, and inclusion in the entertainment industry, Employer and the IATSE, including the Local Unions, mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from ‘underrepresented populations’ in order to foster a more inclusive, equitable, and diverse workforce in the motion picture industry. Historically, ‘underrepresented populations’ have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

“In furtherance of this commitment, Employers, in partnership with the IATSE and the Local Unions, seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the motion picture crafts.”

“(B) Self-Identification Data.

“During the 2021 negotiations, the parties discussed the efforts that have been made by the Employers and the Local Unions to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The IATSE, along with the Local Unions, and the Employers recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, the IATSE and the Local Unions agree to encourage their members to voluntarily self-identify when

requested to do so by either a Local Union or an Employer, including when members are completing new membership paperwork for a Local Union or start paperwork for an Employer. The IATSE and the Local Unions further agree to share with the AMPTP any diversity statistics that they currently possess or develop in the future.

“(C) **Training Program Opportunities.**

“(1) The parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by the IATSE Area Standards Agreement. The goal of the training program(s) shall be to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

“(i) **Working Internship Programs.** It is expected that all Local Unions will participate with the Employers in developing working internship programs within their jurisdictions, which will operate in addition to existing training programs. Elements of the working internship program shall include:

“(a) **Outreach.** The parties will identify and coordinate with various established local community groups, along with the Employers’ studio departments involved in recruitment and any other appropriate employment resources, for the purpose of identifying candidates for training programs from under-served communities and/or currently under-represented groups, taking into consideration local hiring demographics. Employer may request the resumes of candidates and may separately interview them before placement with the company. Each Employer may select from among these candidates (or from other sources) to fill working intern assignments on that company's productions.

“(b) The training program(s) will include pre-training by community organizations and/or others, such as pre-training to teach set protocol, use of equipment, department information, call sheets, safety and other information. All working interns shall be required to complete Safety Training, HP1 and A training before commencing work, which may be accessed through CSATF and the IATTF.

“(c) The Local Union(s) and Employers commit to support working interns prior to and/or during the working intern’s assignment.

“(d) Recognizing the value of a mutual commitment to the success of the working intern, Employers agree that working intern(s) will be assigned to a Department in consultation with and with the

support of the Department Head (or other appropriate bargaining unit personnel in the absence of a Department Head). The Local Unions agree to encourage their members to participate in and support the working intern program(s). Once a working intern is placed within a Department, the Department Head and other appropriate bargaining unit personnel shall assist in mentoring, training and developing the working intern, and other crew members likewise shall facilitate opportunities for the working intern to learn.

“(e) Subject to subparagraph (d) above, and after the working intern completes any pre-training and/or craft orientation, the Employer shall assign the working intern to a production. The working intern may be assigned work on different productions, including productions of entities related to or affiliated with the Employer. During the assignment, the working intern may learn and perform bargaining unit work within an otherwise fully staffed department. Working interns in this capacity will not displace any crew members working under the terms of the applicable IATSE collective bargaining agreement and will be an additional position in the department. It is understood that the working internship assignment need not be for consecutive days or periods of time.

“(f) Once the individual has completed the working internship program as determined by the Employer, the Employer may assign the individual to work under the minimum rates, terms and conditions of the Area Standards Agreement for which they have gained working intern experience. The individual may be assigned as a member of the regular crew in the same department in which he or she had been working or on another production or in another assignment.

“(ii) The parties reaffirm their commitment to seek under-represented individuals for on-the-job training through vocational or educational institutions or organizations.

“(iii) IATTF/CSATF shall keep a record of individuals who successfully completed the training programs.

“(iv) [*Funding/cost-sharing of the training program(s) to be determined.*]

“(v) The parties agree that the foregoing training program(s) (and any other training programs developed by the parties) is (are) not the only training program permitted under this Agreement; rather, the parties may mutually agree to additional training program(s) on an Employer-by-Employer basis with the same goals. Any existing Union-Employer training program covering the job classifications covered under the IATSE Area Standards Agreement may continue.

“(vi) Individuals who have successfully completed agreed-upon training program(s) outlined in subparagraphs (i) and (v) above shall be added to the referral list of the applicable Local.

“(vii) The parties agree to create a joint mentorship program within the Local Unions to foster connections between mentors and individuals from under-represented groups or under-served communities entering the industry workforce through the programs described in this provision with the goal of expanding access to those individual’s opportunities for employment in the industry.”

10. **Mileage**

a. *Modify Article 8(C) as follows:*

“(C) Mileage Allowance

“Unless offered transportation transported by the Employer, employees traveling to any production location outside the “production zone” shall be paid a mileage allowance calculated at thirty cents (30¢) per mile from the edge of the zone to the production location for all such authorized use of the employee’s vehicle, except that employees employed on a production that commences principal photography on or after July 31, 2022 shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance).

b. *Modify Article 8(E) as follows:*

“(E) Local and Nearby Hires

“Local and Nearby Hires shall be paid “set to set.” If an employee is required to use his or her personal vehicle during the work day to travel between multiple locations, whether inside or outside the production zone, such employee shall be paid a mileage allowance calculated at thirty cents (30¢) per mile, except that employees employed on a production that commences principal photography on or after July 31, 2022 shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no mileage reimbursement of any kind is required.”

11. **Per Diem**

Increase the per diem in Article 3(I) by six dollars (\$6.00) (two dollars (\$2.00) each for breakfast, lunch and dinner) effective the first Sunday following the AMPTP's receipt of notice of ratification.

12. **Weekly Living Allowance**

Modify Article 3(H)(2) as follows:

“(2) “Nearby Hires” shall be paid a weekly living allowance of no less than ~~\$532.00~~ ~~\$392.00~~ per week (~~\$427.00~~ ~~\$567.00~~ per week effective [*the first Sunday following the AMPTP's receipt of notice of ratification*] ~~December 30, 2018~~; ~~\$462.00~~ ~~\$602.00~~ per week effective July 31, 2022 ~~August 4, 2019~~ and ~~\$532.00~~ ~~\$637.00~~ per week effective July 30, 2023 ~~August 2, 2020~~), or ~~\$56.00~~ ~~\$76.00~~ per day prorated (~~\$61.00~~ ~~\$81.00~~ per day prorated effective [*the first Sunday following the AMPTP's receipt of notice of ratification*] ~~December 30, 2018~~; ~~\$66.00~~ ~~\$86.00~~ per day prorated effective July 31, 2022 ~~August 4, 2019~~ and ~~\$76.00~~ ~~\$91.00~~ per day prorated effective July 30, 2023 ~~August 2, 2020~~.”

13. **Sick Leave**

Modify Article 23(A) of the Area Standards Agreement as follows:

“(A) California Sick Leave

“(1) Accrual. Commencing July 1, 2015; eEligible employees covered by the IATSE Area Standards Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked ~~in California~~ for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days ~~in California~~ for the Employer and after their ninetieth (90th) day of employment ~~in California~~ with the Employer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.) Employees employed outside California shall be eligible for such sick leave commencing February 1, 2022.

“(2) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days ~~in California~~ within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has

been employed by the Employer ~~in California~~ for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 23(A).

“(3) A day of paid sick leave shall be equal to eight (8) hours' pay for hourly or daily employees. Four (4) hours of paid sick leave shall be equal to four (4) hours' pay for hourly employees (at the employee's straight time hourly rate). To the extent that an employee works in a classification for which the rate of pay is subject to individual negotiation, and the employee negotiates a weekly guarantee, the rate of paid sick leave shall be computed on the basis of one-fifth (1/5th) of the employee's weekly rate for a day of paid sick leave (and fifty percent (50%) thereof if a four (4) hour increment of sick leave is taken). Replacements for weekly employees (including “on-call” employees) may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

“(4) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's “family member.”¹⁰ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“(5) Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Employer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave is reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

¹⁰ “Family member” means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

“(6) Employer shall include information in the employee’s start paperwork to advise the employee of the designated Employer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this ~~California~~ Sick Leave Policy. Such start paperwork also shall advise the employee which period (*i.e.*, calendar year or the employee’s anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (*i.e.*, calendar year or the employee’s anniversary date) the Employer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Employer also shall notify the IATSE of the name and contact information of the designated Employer representative.

“(7) Any Employer that, as of June 30, 2015, has had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, as of June 30, 2015 with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

“(8) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.”

14. **Payroll Documents**

Modify Article 13(C) as follows:

“(C) Upon request by the Union, the Employers shall provide the Union with genuine copies of all payroll documents, start forms and other employee records for all employees working in covered crafts and classifications. The Employer shall cooperate in good faith with the Union in any audit of this production undertaken by the Union or its agents and shall endeavor in good faith to provide all requested documents within thirty (30) business days of the request.”

15. **Weather-Permitting Calls and Cancellations**

Modify Article 11(B) and 11(C) to provide as follows:

“(B) The Employer may issue a “weather-permitting” call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). The Employer shall provide notice to the Union upon the issuance of a “weather-permitting” call. Inadvertent failure to provide notice to the Union shall not be subject to grievance and arbitration. The Employer may

cancel a “weather-permitting” call up to four (4) hours prior to the call time. In the event a daily employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third (1/3) of the amount due under Article 5; however, if the notification to the daily employee is untimely, the daily employee shall be paid for an eight (8) hour minimum call.

“In the event an ‘on call’ employee is notified not to report to work, he or she shall be paid one-half (1/2) of one-fifth (1/5) of his or her weekly rate, and the Employer shall contribute one-third (1/3) of the amount due under Article 5; however, if the notification to the ‘on call’ employee is untimely, or the Employer authorizes the ‘on call’ employee to work that day, the ‘on call’ employee shall be paid for the day.

“The foregoing is in addition to the Employer's rights under Section 11(C) below. The Union agrees that it will not unreasonably deny a request by the Employer to issue a ‘weather-permitting’ call under this paragraph for other weather conditions.

“(C) Notwithstanding the above, the Employer may cancel calls due to inclement weather (extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes), provided that the Employer provides notice to the Union as soon as practicable. The employees must be notified of the cancellation no later than 8:00 p.m. the night before the call. This provision shall also be applicable to calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes the effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call.) The Union agrees that it will not unreasonably deny a request by the Employer to cancel a call under this subparagraph (C) due to other weather conditions.”

Make conforming changes.

16. **Four (4) Hour Minimum Call**

Modify Article 3(B) as follows (and renumber Article 3(B)(2) as 3(B)(3)):

“(B) Work Day

“(1) Except as provided in subparagraph (2) below, A work day consists of a minimum of eight (8) hours, excluding meal periods.

“(2) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. In the event that the four (4) hours are exceeded, the employee shall be paid for a minimum of eight (8) hours.”

17. **Housekeeping – Update Sick Leave Waivers**

Modify Article 23(B) as follows:

“(B) Other Sick Leave Laws

“The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); Oakland Paid Sick Leave Ordinance (Municipal Code Section 5.92.030.); ~~the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698)~~; Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.e), 37.03, 37.07.a)1)B.ii. and 37.07.f); Article 8.1 of Title 23, Chapter 2 of the Arizona revised Statutes; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted within the jurisdiction of this Agreement. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

18. **Housekeeping – Renew Commitment for Mandatory Safety and Harassment Prevention Training (Article 21(B)(2))**

The parties renew their commitment to implementation of mandatory safety and harassment prevention training, and will meet to discuss said implementation following the conclusion of negotiations.

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT “A” ATTACHED HERETO

_____ Date: _____
Carol A. Lombardini, President

FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA

_____ Date: _____
Matthew D. Loeb, International President

EXHIBIT “A”
Companies Represented by the AMPTP
in the 2021 IATSE Area Standards Agreement Negotiations

7 Friends Pictures Inc.	DW Studios Productions LLC
20 th Century Studios, Inc.	Eye Productions Inc.
300 Pictures, Inc.	Film 49 Productions, Inc.
1440 Productions LLC	Focus Features Productions LLC
4423 Productions LLC	Fox Alternative Entertainment, LLC
ABC Signature, LLC fka Touchstone Television Productions, LLC	FRB Productions, Inc.
Adobe Pictures, Inc.	FTP Productions, LLC
Alive and Kicking, Inc.	Grass Skirt Digital Productions, Inc.
Ambient Sounds Productions LLC	GWave Productions, LLC
Apple Studios LLC	Hazardous Productions, LLC
Apple Studios Louisiana LLC	Hop, Skip & Jump Productions, Inc.
B-Cam Productions LLC	Horizon Scripted Television Inc.
Backlight Productions LLC	Hostage Productions, Inc.
Base Light Productions LLC	Island Film Studios, LLC
Big Indie Pictures, Inc.	It’s Possible Productions, LLC
Bonanza Productions Inc.	Jax Media, LLC
Breakout Kings Productions LLC	Jay Squared Productions LLC
Brightstar Fox Productions LLC	Kapital Productions, LLC
Broken Foot Productions, Inc.	Kenwood TV Productions, Inc.
Camdrew Productions LLC	Keystone TV Productions LLC
Canada Premiere Pictures Inc.	Kiki Tree Pictures Inc.
Castle Rock Pictures, Inc.	Lennox House Pictures Inc.
CBS Studios Inc.	LGTV Productions, Inc.
Charlestown Productions LLC	Linear Productions LLC
Chime Productions, LLC	Lions Gate Productions, LLC
Classic Films Inc.	Louisiana Premiere Productions LLC
Columbia Pictures Industries, Inc.	Main Gate Productions LLC
Corporate Management Solutions, Inc. dba CMS Productions	Main Lot Productions LLC
Cranetown Media LLC	Marvel Film Productions LLC
Crown City Pictures Inc.	Marvel Picture Works LLC
Delta Blues Productions LLC	Mesquite Productions, Inc.
Digital 49 Productions, Inc.	Metro-Goldwyn-Mayer Pictures Inc.
Dutch Boy Productions, LLC	MGM Television Entertainment Inc.
	Minim Louisiana Productions, Inc.
	Minim Productions, Inc.

Mutiny Pictures Inc.
Netflix Studios, LLC
Netflix Productions, LLC
New Line Productions, Inc.
New Regency Productions, Inc.
Ninjutsu Pictures, Inc.
NM Talent Inc.
NS Pictures, Inc.
Olive Avenue Productions LLC
On The Brink Productions, Inc.
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Pacific 2.1 Entertainment Group, Inc.
Paige Productions, Inc.
Palladin Productions LLC
Parallax TV Productions Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions Inc.
Patch Bay Productions LLC
Picrow, Inc.
Picrow Streaming Inc.
PP21 Productions LLC
Produced Bayou, Inc.
Proximity Productions LLC
Random Pictures Inc.
Red Zone Pictures, Inc.
Redemption Pictures, Inc.
Riverboat Productions, LLC
Rose City Pictures, Inc.
Rozar Pictures, LLC
S&K Pictures, Inc.
Salty Pictures, Inc.
San Vicente Productions, Inc.
Scope Productions, LLC
Screen Gems Productions, Inc.
Singular Productions LLC
SLO Productions Inc.
Smallville Studios Inc.
Stage 6 Films, Inc.
Stalwart Productions LLC
Storyteller Production Co., LLC
Stu Segall Productions, Inc.
Theoretical Pictures, Inc.
Triple Point Productions LLC
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
 dba 20th Television
Universal City Studios LLC
Universal Content Productions LLC
Upside Down Productions Inc.
Vertical Hold Productions LLC
Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Waveform Productions LLC
Woodridge Productions, Inc.
YNFS Productions LLC