

**MEMORANDUM OF AGREEMENT FOR  
DIRECTORS GUILD OF AMERICA BASIC AGREEMENT OF 2020  
AND FREELANCE LIVE AND TAPE TELEVISION AGREEMENT OF 2020**

This Memorandum of Agreement is entered into between the Directors Guild of America, Inc. (“DGA”) and the Alliance of Motion Picture and Television Producers, Inc. (“AMPTP”), on behalf of the Employers which authorized the AMPTP to bargain on their behalf, which Employers are listed on Attachments #1 (Basic Agreement) and #2 (FLTTA) hereto.

The Directors Guild of America Basic Agreement of 2017 is referred to herein as “the 2017 BA” and the Directors Guild of America Freelance Live and Tape Television Agreement of 2017 is referred to herein as “the 2017 FLTTA.” The terms of the 2017 BA (including all sideletters) shall be incorporated in the Directors Guild of America Basic Agreement of 2020, except as provided below and subject to conforming changes. The terms of the 2017 FLTTA (including all sideletters) shall be incorporated in the Directors Guild of America Freelance Live and Tape Television Agreement of 2020, except as provided below and subject to conforming changes. The terms of this Memorandum of Agreement shall prevail over any inconsistent provision in the 2017 BA or 2017 FLTTA. The language in this Memorandum is not in contract language, except when so designated or when the context clearly indicates otherwise.

The provisions herein shall be effective as of the dates hereinafter set forth, except that when no date is specified, the provisions shall be effective as of July 1, 2020.

1. **Term**

The term of the 2020 BA and the 2020 FLTTA shall be for three (3) years, commencing on July 1, 2020 to and including June 30, 2023.

2. **Wages (U-1)**

- a. Minimum salaries and residuals in the 2017 BA and 2017 FLTTA shall be increased as follows:
  - i. Except as provided elsewhere in Items 2.a. and 3.a.ii. below, all salary rates shall be increased by two and one-half percent (2.5%) effective July 1, 2020, by an additional three percent (3.0%) effective July 1, 2021 and by an additional three percent (3.0%) effective July 1, 2022. These increases shall be compounded.
  - ii. The salary rates for directors of network prime time dramatic programs, directors of pay television motion pictures (other than on a pay-per-view basis) of a type generally produced for network prime time television and directors of High Budget SVOD Programs in Budget Tier (1) for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers shall be increased by two percent (2.0%) effective July

1, 2020, by an additional two and one-half percent (2.5%) effective July 1, 2021 and by an additional two and one-half percent (2.5%) effective July 1, 2022. These increases shall be compounded.

- iii. The salary rates for directors of strip dramatic non-network and network non-prime time programs (see Article 6, Section D.1. of the FLTTA) shall be increased by two percent (2.0%) effective July 1, 2020, by an additional two and one-half percent (2.5%) effective July 1, 2021 and by an additional two and one-half percent (2.5%) effective July 1, 2022. These increases shall be compounded.
- iv. The salary rates for directors of High Budget SVOD Programs in Budget Tier (2) for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers and in Budget Tiers (1) and (2) for initial exhibition on a subscription consumer pay platform with fewer than 20 million subscribers shall be increased by the general wage increases as set forth in Item 2.a.i. above., subject to Item 3.a.ii.
- v. The salary and fringe rates for directors of sports programs (see Article 6, Section F. of the FLTTA) and for directors of news and commentary programs (see Article 6, Section G. of the FLTTA) shall be as provided in the 2020 DGA Network Freelance Directors Agreement.
- vi. The salary and fringe rates for local freelance directors (see Article 6, Section H.2. of the FLTTA) shall be as provided in the 2020 DGA Network Freelance Directors Agreement. (Those salary rates are not subject to any diversion.)
- vii. Residuals for reruns of dramatic programs in network prime time shall remain at the rates in effect as of June 30, 2020.
- viii. Residual bases for network non-prime time, syndication (see Paragraphs 11-101(b)(2) and 24-301), basic cable, and AVOD (Sideletter No. 15 of the Basic Agreement, Section 3.A.(4)(b)(i)(D); and Sideletter No. 14 of FLTTA, Paragraph 3.D.(2)(a)(iv)(A) and (B)) shall be increased by two percent (2.0%) effective July 1, 2020, by an additional two and one-half percent (2.5%) effective July 1, 2021 and by an additional two and one-half percent (2.5%) effective July 1, 2022. These increases shall be compounded.
- ix. Residual bases for foreign free television (see Paragraph 11-102) and residuals for domestic reruns of non-dramatic programs in network prime time (Paragraph 11-101(b)(1)(ii)) shall be increased by the general salary increases set forth in Item 2.a.i. above, subject to Item 3.a.ii. below.
- x. The residual bases for High Budget SVOD Programs shall be increased as set forth in Item 5.a. below.

- b. Effective July 1, 2021, excerpt fees shall be increased by three percent (3.0%); lead-in fees shall be increased to \$115; underwater work allowance shall be increased to \$185; aircraft flight allowance shall be increased to \$185; dinner allowance shall be increased to \$31; the incidental allowance shall be increased to \$23; and the wrap supervision fee shall be increased to \$59.

3. **Pension (U-2)**

a. **Pension Contribution Rate (U-2.A.)**

- i. Modify Basic Agreement Paragraph 12-201, “Employer Contributions,” and FLTTA Article 11, Section A., “Pension,” to increase the contribution rate to the Directors Guild of America–Producer Pension Plan by one percent (1.0%) effective July 1, 2020, from seven percent (7.0%) to eight percent (8.0%). One-half percent (0.5%) of the one percent (1%) increase in the contribution rate is in recognition of the actions proposed by the DGA-appointed Trustees of the DGA-Producer Pension Plan, and adopted by the entire Board of Trustees, resulting in structural changes which bolstered the financial status of the Plan.
- ii. The DGA shall have the right to allocate up to one-half percent (0.5%) of the negotiated increases in minimum salary rates and residual bases in each of the second and third years of the Agreement to the Employer pension or health contribution rate by giving notice thereof to the AMPTP not less than six (6) months prior to July 1, 2021 and/or July 1, 2022, as applicable. Such diversion shall not affect the salary rates or residual bases set forth in Items 2.a.ii., 2.a.iii., 2.a.vi., 2.a.vii., 2.a.viii. and 2.a.x. above. (The salary rates in Item 2.a.v. shall be subject to any diversion that may apply under the 2020 DGA Network Freelance Directors Agreement.)

b. **Pension Contribution Cap – Theatrical (U-2.C.)**

Modify subparagraph 12-202(a) of the Basic Agreement to increase the salary cap for Directors for purposes of pension contributions made in connection with any single theatrical motion picture from \$200,000 to \$250,000.

c. **Pension Contribution Cap – Television (U-2.D.)**

Modify subparagraph 12-202(b) of the Basic Agreement to increase the salary cap for Directors for purposes of pension contributions made in connection with any one television motion picture ninety (90) minutes or longer or any one multi-part closed-end series from \$200,000 to \$250,000.

d. Pension Contributions on Multi-Year Theatrical Motion Pictures (U-2.E.)

*Modify the second subparagraph of 12-202(a) of the Basic Agreement as follows:*

“Solely for pension purposes, but not for health or any other purpose, when a Director is entitled to compensation in excess of ~~\$200,000~~\$250,000 for a single theatrical motion picture with an employment period commencing with preparation in one calendar year and ending with the delivery of the answer print in a subsequent calendar year, and when the Director will receive a salary of at least \$150,000 in the first calendar year, the Employer shall ~~make the Employer Pension contribution contribute~~ to the Plans (*i.e.*, the Supplemental Plan and the Basic Plan) ~~six percent (6%) of on~~ the first \$150,000 in salary paid to the Director in the first year and ~~six percent (6%) of on~~ the first ~~\$50,000~~\$100,000 in salary paid to the Director in the immediately succeeding calendar year. With regard to contributions made in the second calendar year, a separate remittance form shall accompany said contributions, and ~~said contributions shall be allocated only to the Supplemental Plan, but~~ the Director shall receive credit in the Basic Plan as if said contributions were made to the Basic Plan.

“Solely for pension purposes, but not for health or any other purpose, when a UPM or Assistant Director is entitled to compensation in excess of \$200,000 for DGA-covered services on a single theatrical motion picture, the principal photography of which commences on or after July 1, 2020, with an employment period commencing in one calendar year and ending in a subsequent calendar year, and when the UPM or Assistant Director will receive a salary of at least \$50,000 in each calendar year for DGA-covered services, the Employer shall make the Employer pension contribution to the Plans (*i.e.*, the Supplemental Plan and the Basic Plan) on salary of at least \$50,000 up to \$150,000 paid to the UPM or Assistant Director for DGA-covered services in the first year and on the remaining salary paid to the UPM or Assistant Director for DGA-covered services which shall be at least \$50,000 in the next calendar year, and the UPM or AD shall receive credit in the Basic Plan for both years. The Employer shall complete a separate remittance form for this salary allocation. In no event shall the Employer be required to make contributions on salary amounts in excess of \$200,000 for the project.”

4. **Tri-Guild Audit Program (U-3.C.)**

The Sideletter relating to the Tri-Guild Gross Receipts Residual Payment Monitoring Fund shall be modified to cover the period July 1, 2020 through June 30, 2023 with funding of the Tri-Guild Audit Program at the current levels.

5. **Residuals for High Budget SVOD Programs (U-4.A., U-4.B., and U-4.F.)**

A High Budget SVOD series that continues in production on or after July 1, 2020 and was grandfathered, and remains grandfathered, pursuant to Section D.1. of Sideletter No. 35 of the 2017 Basic Agreement (*i.e.*, it is subject to Sideletter No. 35 of the 2014 Basic

Agreement or 2011 Basic Agreement, as applicable) shall continue to be grandfathered if it continues to meet the test in Section D.1. of the applicable Sideletter No. 35 and shall not be subject to Sideletter No. 35 of the 2020 Basic Agreement, except that minimum salary rates and fringe rates shall be as set forth in Items 2 and 3 above.

Subject to the next paragraph, any High Budget SVOD Program which commences principal photography on or after July 1, 2020 and any episodes of a High Budget SVOD series (other than those referred to in the preceding paragraph) which commence principal photography on or after July 1, 2020 pursuant to a license agreement entered into prior to July 1, 2020<sup>1, 2</sup> shall be subject to grandfathering (*i.e.*, Sideletter No. 35 to the 2017 Basic Agreement shall apply instead of Sideletter No. 35 to the 2020 Basic Agreement), except that minimum salary rates and fringe rates shall be as set forth in Items 2 and 3 above.

Eliminate grandfathering for any new season of a High Budget SVOD series for which principal photography of the first episode of the season commences on or after July 1, 2021. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions (including residuals) applicable during the contract year in which the episode is produced.

The AMPTP provided the DGA with examples of grandfathering scenarios, which are attached hereto as Exhibit 1.

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<sup>1</sup> If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which will commence on or after July 1, 2020, pursuant to a license agreement entered into prior to July 1, 2020, 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 High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of Sideletter No. 35 to the 2020 Basic Agreement.

<sup>2</sup> The Employer shall notify the DGA of any such license agreement that it enters into prior to July 1, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the DGA's request, the Employer must make an unredacted license agreement available for inspection at the Employer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

a. Residuals for Use on the Original Domestic SVOD Platform and Foreign SVOD Platform(s) (U-4.A. and U-4.B.)

- i. Increase the residual bases set forth in Paragraph E.3.b.(1)(a) of Sideletter 35 to the Basic Agreement by seven and one-half percent (7.5%) effective July 1, 2020 and by an additional seven and one-half percent (7.5%) effective July 1, 2021. These increases shall be compounded.
- ii. Increase the “Percentage of Applicable High Budget SVOD Program Residual Base” in Paragraph E.3.b.(2) of Sideletter No. 35 to the Basic Agreement as follows:

“(2) Percentage of Above Base Rate Payable for Residuals.

<b>Exhibition Year*</b>	<b>Percentage of Applicable High Budget SVOD Program Residual Base</b>
Year 1*	<del>35.0%</del> <u>45%</u>
Year 2	<del>30.0%</del> <u>40%</u>
Year 3	<del>30.0%</del> <u>35%</u>
Year 4	25.0%
Year 5	20.0%
Year 6	15.0%
Year 7	10.0%
Year 8	8.0%
Year 9	5.0%
Year 10	4.5%
Year 11	3.0%
Year 12	2.5%
Each Year thereafter	1.5%

\* Exhibition Year 1 shall commence on the first day that the High Budget SVOD Program is made available for exhibition on the subscription pay platform following ninety (90) days after the initial exhibition date. Each Exhibition Year thereafter shall commence with the first day that the High Budget SVOD Program is made available for exhibition on the subscription consumer pay platform following the conclusion of the prior one-year use period.

- iii. Modify the foreign Exhibition Year percentages for “Percentage of Domestic Residual” in Paragraph E.3.c.(1)(a) of Sideletter No. 35 to the Basic Agreement so that the foreign residual is calculated at thirty-five percent (35%) of the domestic residual during all Exhibition Years.

b. High Budget SVOD Programs Exhibited on Related/Affiliated AVOD Platform

Residuals for use of a High Budget SVOD Program on an AVOD platform that is related to or affiliated with the SVOD platform for which the Program was originally made shall be paid pursuant to Paragraph 3.A.(4)(b) of Sideletter 15 to the Basic Agreement as if such High Budget SVOD Program were a television motion picture, except that:

- i. The twenty-six (26) consecutive week periods described in Paragraph 3.A.(4)(b)(i) of Sideletter 15 shall be measured from the date the High Budget SVOD Program is first made available on the SVOD platform.

Likewise, the one (1) year period described in Paragraph 3.A.(4)(b)(i) shall be measured from the date the High Budget SVOD Program is first made available on the related/affiliated SVOD platform.

- ii. The residual described in Paragraph 3.A.(4)(b)(ii) (*i.e.*, 2% of Employer's gross) shall be payable if the High Budget SVOD Program is made available on the related/affiliated AVOD platform after the expiration of the one (1) year period following the date the High Budget SVOD Program is first made available on the related/affiliated SVOD platform.

- iii. The residual base for calculating the fixed residual under Paragraph 3.A.(4)(b)(i) shall be the applicable "Base for High Budget SVOD Program Residual" under Paragraph E.3.b.(1) of Sideletter 35 to the Basic Agreement.

It is understood that the foregoing provisions do not affect the free streaming window in Paragraph E.3.f. of Sideletter 35 to the Basic Agreement.

6. Inspection Rights Under Sideletter 35 (U-4.E.)

*Add the following new Section G. as the penultimate paragraph of Sideletter No. 35 in the Basic Agreement to provide:*

**"G. Agreements.**

"On a semi-annual basis, within ten (10) business days after such request, the Employer shall provide for inspection by DGA's designated employee or auditor, at Employer's premises in Los Angeles, full access\* to all unredacted license, distribution, and other agreements pertaining to exploitation of covered motion pictures on domestic and foreign New Media platforms that were entered into during the immediately preceding inspection period. In any subsequent semi-annual inspection, the DGA's designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

“The provisions of this Section G. do not apply to agreements relating to a multichannel video programming distributor ("MVPD") or any similar service that currently exists or may hereafter be developed.

“\* Full access includes access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda, and other ancillary documents.”

*Make conforming changes, including by re-lettering Section F. to Section H.*

7. **Subscriber Count (U-4.G. and P-6)**

*Add a new Section F. in Sideletter No. 35 re Programs Made for New Media in the 2020 Basic Agreement:*

**F. Subscriber Count for High Budget SVOD Programs**

“1. The number of domestic subscribers shall be determined as of July 1<sup>st</sup> of each year of the Agreement and shall apply for all purposes under Sections D. and E.3. of this Sideletter to a High Budget SVOD Program or episode of a High Budget SVOD series, the principal photography of which commences on or after July 1<sup>st</sup> of the measuring year but not later than June 30<sup>th</sup> of the following year. The number of domestic subscribers so determined shall apply to the Program or the episode of the High Budget SVOD series in perpetuity.

“2. The parties shall agree upon a methodology to determine the number of domestic subscribers whose subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music or free shipping.

“3. In addition to any other exclusion agreed to by the parties, the subscriber count for any subscription consumer pay platform shall exclude subscribers during any ‘free trial period’ of no more than thirty (30) days.

“4. The following shall apply to a new subscription consumer pay platform that launches on or after July 1, 2020:

“a. Such platform is encouraged to enter into good faith discussions with the Guild prior to launch to reach agreement on the number of domestic subscribers to be attributed to that platform for purposes of applying the provisions of Sideletter No. 35 of the 2020 Basic Agreement pertaining to High Budget SVOD Programs.

“b. The number of domestic subscribers to a new subscription consumer pay platform shall be determined ninety (90) days after launch, and shall apply for the remainder of the measuring year (i.e., until the July 1<sup>st</sup> immediately following

launch). Thereafter, the number of domestic subscribers shall be determined as of July 1<sup>st</sup> of each year of the Agreement as provided in subparagraph F.1. above.

“c. Absent any agreement to the contrary between the new subscription consumer pay platform and the Guild:

“(1) Initial compensation and other terms and conditions for a High Budget SVOD Program that commences principal photography prior to the ninetieth (90<sup>th</sup>) day after the launch of a new subscription consumer pay platform shall be those that are applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers.

“(2) Residuals for High Budget SVOD Programs that commence principal photography prior to the ninetieth (90<sup>th</sup>) day after launch shall be calculated according to the number of domestic subscribers to the subscription consumer pay platform as of ninety (90) days after launch.”

*Make conforming changes, including by deleting the last two paragraphs of Section E.3.b.(3) of Sideletter No. 35 of the 2017 Basic Agreement.*

8. **High Budget SVOD and Basic Cable Budget Thresholds (U-5.A., P-22)**

a. i. Lower the “High Budget” thresholds in the definition of a “High Budget SVOD Program” in Section D.1. of Sideletter No. 35 to the Basic Agreement as follows:

20-35 minutes – ~~\$1,300,000~~ \$1,000,000 and above (\$1,030,000 and above effective July 1, 2022)

36-65 minutes – ~~\$2,500,000~~ \$1,700,000 and above (\$1,750,000 and above effective July 1, 2022)

(Make conforming changes, including changes to the budget figures in Section D.2.)

Any program or series budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minutes program as of June 30, 2020 that would otherwise qualify as a “High Budget SVOD Program” under the 2020 Basic Agreement shall be subject to Sections A. and E.1. if a “Derivative New Media Production” (other than a “High Budget SVOD Program”) or Sections C. and E.2. if an “Original New Media Production” (other than a “High Budget SVOD Program”) of Sideletter No. 35 of the 2020 Basic Agreement, if:

(1) principal photography of the program, or the first episode in the case of a series, commences prior to July 1, 2020; or

- (2) principal photography of the program, or the first episode in the case of a series, commences on or after July 1, 2020 pursuant to a license agreement entered into prior to July 1, 2020.<sup>3, 4</sup>
  - ii. Programs made for a subscription consumer pay platform that are below the “High Budget” thresholds shall continue to be subject to Sections A., B., C., E.1. and E.2. of Sideletter No. 35 of the Basic Agreement, and there shall be no change to Sideletter No. 28 of FLTTA.
- b. Increase the budget thresholds in Article 23 of the Basic Agreement (and make conforming changes to Article 31 of the FLTTA) for dramatic programs made for basic cable as follows:
- i. Increase the budget thresholds in Paragraph 23-102(a)(1) for purposes of initial compensation for Directors employed on one-half (½) hour dramatic programs made for basic cable in their second and subsequent seasons, as follows:
    - (1) From \$1,525,000 to \$1,575,000 effective July 1, 2020 and to \$1,610,000 effective July 1, 2022; and
    - (2) From \$2,000,000 to \$2,060,000 effective July 1, 2020 and to \$2,120,000 effective July 1, 2022.
  - ii. Increase the budget threshold in Paragraph 23-102(b) for purposes of initial compensation for Directors employed on one (1) hour dramatic

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<sup>3</sup> If the licensee orders additional programs or episodes of the series, the principal photography of which will commence on or after July 1, 2020, pursuant to a license agreement entered into prior to July 1, 2020, 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 program or episodes of the series shall be subject to the terms of Sideletter No. 35 to the 2020 Basic Agreement.

<sup>4</sup> The Employer shall notify the DGA of any such license agreement that it enters into prior to July 1, 2020. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the DGA's request, the Employer must make an unredacted license agreement available for inspection at the Employer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections as described in Sideletter No. 15 re Exhibition of Motion Pictures Transmitted via New Media.

programs made for basic cable in their first or subsequent seasons from \$2,800,000 to \$2,900,000 effective July 1, 2020 and to \$3,000,000 effective July 1, 2022.

- iii. Increase the budget threshold in Paragraph 23-103 for purposes of initial compensation for Employees (other than the Director) employed on a one-half (½) hour dramatic program made for basic cable from \$910,350 to \$937,660 effective July 1, 2020.

*Make conforming changes, including by matching the budget thresholds for dramatic programs made for basic cable in the FLTTA to the foregoing.*

9. **High Budget SVOD Pilots and Spinoffs (U-5.C)**

Eliminate Section D.(3)(c) of Sideletter No. 35 of the Basic Agreement. The provisions of BA Article 10-103 (“Pilots and Spinoffs”) shall apply to High Budget SVOD pilots, de facto pilots, spinoffs, presentations and the first produced High Budget SVOD Program of an open-ended series without a pilot.

The rates applicable to pilots or spinoff episodes for network prime time shall apply to High Budget SVOD pilots or spinoff episodes in Budget Tier (1) intended for initial exhibition on a subscription consumer pay platform with 20 million or more domestic subscribers. The rates applicable to pilots or spinoff episodes for non-network or network other than prime time shall apply to High Budget SVOD pilots or spinoff episodes in Budget Tier (2) that are intended for initial exhibition on a subscription consumer pay platform with 20 million or more domestic subscribers, as well as High Budget SVOD pilots or spinoffs intended for initial exhibition on a subscription consumer pay platform with fewer than 20 million domestic subscribers.

10. **Los Angeles Local Hire Waiver (U-6.D.)**

*Modify Paragraph 10-115 of the Basic Agreement as follows:*

**“10-115      Director Residency**

“Notwithstanding anything to the contrary in this Agreement, the following shall apply to television Directors for purposes of establishing where the Director may be employed as a ‘local hire.’ The Director shall designate the production center in which he/she wishes to be employed as a ‘local hire’ in accordance with the rules and procedures currently followed by the Guild. In addition, the Guild, upon request of the Employer, shall grant an automatic and unconditional waiver to each Los Angeles-based episodic series to employ up to four Directors per season whose designated production center is not Los Angeles and whose local employment address is in the United States or Canada and to treat those Directors as ‘local hires.’ However, each such episodic series may hire the same Director for only one episode per season as a ‘local hire.’ The

Guild will provide, upon the Employer's request, a list of 'local hires' for each production center. 'Local employment address' means the residence address registered with the Guild by the Director.'

11. **First Time Directors (U-6.F.)**

*Modify Paragraph 10-116 of the Basic Agreement as follows:*

**“10-116 First-Time Television Directors**

~~“Effective July 1, 2017, w~~When an Employer employs a 'first-time Director' (as defined below) to direct an episode of a dramatic television or High Budget SVOD series, the individual must, prior to commencement of employment, attend the Television Director Orientation Course on Professional Standards for Episodic Directors ('Orientation Program') provided by the Guild, ~~unless he or she is a current participant in a studio-sponsored Television Director Development Program or already completed such a program.~~

“The Employer shall notify the Guild no later than thirty (30) days prior to commencement of employment of the 'first-time Director,' unless the employment is scheduled to commence within fewer than thirty (30) days of the assignment, in which case notice shall be given as soon as practicable.

“The Orientation Program, which shall be no more than one (1) day, shall be targeted towards educating participants about the responsibilities of a dramatic episodic television Director, and shall only be available to individuals who have been offered employment by an Employer as a 'first-time Director.' The curriculum shall be developed by the Guild with input from the Employers. The Orientation Program shall be taught principally by highly-experienced television Directors.

“The Guild shall offer the Orientation Program at least four (4) six (6) times per year at the DGA offices in Los Angeles and at least four (4) times per year at the DGA offices in New York, ~~commencing in June of 2017.~~ Individuals who reside in Los Angeles or New York or who are employed in Los Angeles or New York shall attend the Orientation Program before their assignment as a 'first-time Director.' For others who are living outside Los Angeles and New York, or for whom no Orientation Program is available in Los Angeles or New York before their assignment, the DGA shall make accommodations, such as one-on-one mentoring with an experienced television Director or other substitute orientation. An Employer shall not be required to travel a 'first-time Director' to attend the Orientation Program.

“For purposes of this provision, a ‘first-time Director’ means an individual who has not previously been employed as a Director of a dramatic motion picture, which includes a commercially released theatrical motion picture, an episode (including a pilot) of not less than twenty (20) minutes in length of a dramatic series (including a mini-series) made for free television, pay television; or basic cable or new media, a High Budget SVOD Program, a long-form television motion picture or a made-for home video production. Shorts, commercials and music videos shall not be considered a dramatic television motion picture.

~~“This Paragraph 10-116 shall expire upon termination of the 2017 DGA Basic Agreement and shall have no force and effect thereafter.”~~

12. **Diversity**

a. Theatrical Directors (U-7.A.)

i. *Add a new Paragraph 15-204 to the Basic Agreement as follows:*

**“15-204      Theatrical Directors – Diversity and Inclusion Efforts**

“Each of the major theatrical motion picture studios (i.e., Columbia Pictures Industries, Inc., Paramount Pictures Corporation, Walt Disney Pictures, Warner Bros. Pictures, Universal Pictures) (the ‘Major Theatrical Studios’) will designate one or more senior level creative executives to meet on an individual Employer basis at least twice per year with members of the DGA who have been designated by the Board of Directors of the DGA to discuss ongoing efforts to develop and expand opportunities for individuals from under-represented groups to direct theatrical motion pictures. The first meeting at each Major Theatrical Studio shall take place on or before September 30, 2020. Topics of discussion may include:

“(1)    Increasing outreach to theatrical Directors from under-represented groups;

“(2)    Increasing awareness of the talents of Directors from under-represented groups that may lead to future employment opportunities on theatrical motion pictures;

“(3)    Increasing employment opportunities for individuals from under-represented groups to direct theatrical motion pictures; and

“(4) Enhancing the access of Directors from under-represented groups to senior level creative executives.

“Each such meeting will be held at the request of the DGA or the Employer. Additional meetings may be scheduled by mutual agreement of the Employer and the Guild.”

- ii. *Modify the title of Section 15-700 and add a new Paragraph 15-701 to the Basic Agreement as follows:*

**Section 15-700            DGA-AMPTP JOINT DIVERSITY AND INCLUSION ACTION COMMITTEES**

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**“15-701**            In recognition of the parties’ mutual desire to promote diversity and inclusion in the hiring of DGA-represented theatrical Directors, the parties shall establish a joint industry-wide action committee, which will meet during the third year of this Agreement, to discuss strategies and best practices to increase directorial opportunities for under-represented groups. The committee will consist of appropriate representatives from the DGA and the Major Theatrical Studios, including senior level creative executives.”

- b. Television Directors (U-7.B.)

*Modify Paragraph 15-203 as follows:*

**“15-203            Television Director Development Programs**

~~“(a) On or before July 1, 2014, e~~Each of the major television studios (i.e., ABC, CBS, Fox, NBC, Sony Pictures Television, and Warner Bros. Television and Paramount Television Studios) (the ‘Major Television Studios’) will establish and maintain a Television Director Development Program designed to expand opportunities for Directors in episodic television with an emphasis on increasing diversity.

“Recognizing that each Major Television Studio has a unique creative culture, such programs will be developed and administered on a studio-by-studio basis and may take different forms; however, each Program will meet the following minimum criteria:

- “(1) Outreach to under-represented minorities and women, including those currently working in other capacities in episodic television, with potential for success in the Program;
  - “(2) Foster relationships between Program Participants and creative executives to increase awareness of the talents of the Program Participants that may lead to future employment opportunities;
  - “(3) Identify directorial opportunities, when available, for Program Participants; and
  - “(4) Each Major Television Studio will work with the DGA to promote additional networking opportunities for Program Participants.
- “(b) The parties further agree that the Programs are intended to supplement the development of the Program Participants and are not required to provide full-time training or employment during the Program.
- “(c) At the request of a Major Television Studio, the DGA will commit to identify volunteer DGA Mentors, who will provide ongoing advice to Program Participants for a period of time during and following the completion of the Program. DGA Mentors should be DGA members actively working in episodic television.
- “(d) To enhance the effectiveness of the Television Director Development Program, the Employer shall obtain the consent of the Director in advance of assigning a Program Participant to shadow that Director.
- “(e)(d) During the term of this Agreement, Amazon Studios, LLC and Apple Studios~~Paramount Television~~ shall establish and maintain a Television Director Development Program and comply with the provisions applicable to the ‘Major Television Studios’ as described above in this Paragraph 15-203.”

13. **Late Scripts**

*Modify Paragraph 7-302 of the DGA Basic Agreement as follows:*

**“7-302 Script Delivery**

“(a) In episodic television, the Employer shall deliver the ‘working draft’<sup>5</sup> ~~“writer’s draft”~~ of the script to the Director not later than one day prior to the commencement of the Director’s preparation period.

“A ‘working draft’ ~~“writer’s draft”~~ is defined as a draft script which is intended to serve as the basis for the completed shooting script, with the characters, locations and dialogue intended for the entire episode. It is understood that the ‘working draft’ ~~“writer’s draft”~~ is subject to change and that an outline does not suffice as a ‘working draft.’ ~~“writer’s draft.”~~

“(b) The Employer shall ~~fax or~~ email a copy of the script 'cover sheet' to a Guild employee designated by the DGA and to designated Employer representative(s) on the same day, or as soon as practicable thereafter, that the ‘working draft’ ~~“writer’s draft”~~ script is provided to that episode's Director. The cover sheet shall be accompanied by a statement signed and completed by the Unit Production Manager ~~an employee employed in the production office of the series~~ containing the following information: as follows:

““This will confirm that \_\_\_\_\_ (insert name of production company) furnished a copy of the ‘working draft’ ~~“writer’s draft”~~ script for episode \_\_\_\_\_ (insert episode number or title) of the  one-half hour or  one hour (check one) series entitled \_\_\_\_\_ (insert title of series) to the director of that episode,  
\_\_\_\_\_  
(insert name of director),  
on \_\_\_\_\_ (insert date).

““Check box if the 'working draft' script was furnished to the director at least one day before the commencement of the director's preparation period:

““Complete the following if the 'working draft' script was furnished to the director after the commencement of the director's preparation period:

---

<sup>5</sup> During the 2020 negotiations, the parties agreed to change the term ‘writer’s draft’ to ‘working draft.’ The parties agree that this change is non-substantive and does not alter the nature of the script that the Employer is required to deliver to the Director as provided herein.

“Day of director's preparation period that 'working draft' script was furnished to the director: \_\_\_\_\_ (e.g., 1st, 2nd, 3rd etc.).

“This is episode number \_\_\_\_\_ (insert episode number) of a series order of \_\_\_\_\_ episodes in its \_\_\_\_\_ season (indicate season number).

“Check box if the 'working draft' script was furnished on or after the second day of the director's preparation period on a one-half hour series or on or after the third day of the director's preparation period on a one-hour series:

**If this box is checked, the Employer is required to obtain the signature of the Writer/Executive Producer on this statement.**

“By \_\_\_\_\_ (signature of Unit Production Manager production office employee to appear here)

“ \_\_\_\_\_ (print name of Unit Production Manager)”

“Date: \_\_\_\_\_”

**“Additional Signature of Writer/Executive Producer if Required (see above):**

“By \_\_\_\_\_ (signature of Writer/Executive Producer)

“ \_\_\_\_\_ (print name of Writer/Executive Producer)”

“Date: \_\_\_\_\_.”

“The DGA shall notify the Employer if the UPM statement has not been provided, and the Employer shall cure this omission.

“The Employer shall be responsible for obtaining the signature of the Writer/Executive Producer, if required, which shall not delay the submission of the UPM statement and which shall not be required to be submitted to the DGA.

“(c) The parties have established the following requirements with respect to the timely submission of scripts for any one-half hour or one-hour episodic series in its first year of production; in its second or subsequent year of production (excluding a series in its second year of production that had twelve (12) or fewer episodes, including the pilot, in its first year of production):

“(1) For each such series in its second year of production (other than a series that had twelve (12) or fewer episodes, including the pilot,

in its first year of production), at least 50% of all 'working draft' ~~"writer's draft"~~ scripts for the season's episodes must be delivered timely.

“(2) For any 'working draft' script delivered late after the allowable percentage of late scripts on a first-year production, ~~computed in accordance with subparagraph (c)(1) above,~~ has been exhausted, Employer will pay a penalty in the amount of \$1,000 for each day the 'working draft' script is late in accordance with subparagraph (e) below.

“(d) The parties have established the following requirements with respect to the timely submission of scripts for any one-half hour or one-hour episodic series in its second or subsequent year of production as follows:

“(1) For each such series in its second year of production, at least 60% of all 'working draft' scripts for the season's episodes must be delivered timely.

“(2) For each such series in its third year of production, at least 70% ~~66%~~ of all 'working draft' ~~"writer's draft"~~ scripts for the season's episodes must be delivered timely.

“(3) For each such series in its fourth or subsequent year of production, at least 75% of all 'working draft' ~~"writer's draft"~~ scripts for the season's episodes must be delivered timely.

“(4) For any 'working draft' ~~"writer's draft"~~ script delivered late after the applicable allowable percentage of late scripts, ~~computed in accordance with subparagraph (d) (c)(1), (2) or (3) above, as applicable,~~ has been exhausted, Employer will pay a penalty in the amount of \$1,000 for each of the first three (3) days that each day the 'working draft' ~~"writer's draft"~~ script is late and \$2,250 per day for each day delivered late thereafter in accordance with subparagraph (e) below.

~~"Payments will be made to the Directors Guild-Producer Health Plan, but shall be sent to the DGA for transmittal.~~

(e) Payment of the late script penalty is due thirty (30) days following the completion of principal photography of the episode which exceeds the allowable percentage of late scripts as provided above. One-half of the payment shall be made to the Directors Guild-Producer Health Plan and the other half shall be split between the Director and the First Assistant Director in the ratio of two-thirds (2/3) to the Director and one-third (1/3) to the First Assistant Director as an allowance, but shall be sent to the DGA for transmittal.

“(f) If the 'working draft' script is submitted to the Director on his or her second day of prep or later for a one-half hour episode or the third day of prep or later for a one-hour episode:

“(1) The Employer shall require the Writer/Executive Producer to sign the UPM statement referenced above.

“(2) The Employer shall require the Writer/Executive Producer to have a discussion with the Director and a representative of the Employer (which shall be either a production or creative executive) to discuss delivery of the 'working draft' script and a plan for completion of the episode.

“(3) The foregoing discussion shall include a senior level executive of the Employer when the episode is the third time during a season of the series (and each subsequent third time) that a 'working draft' script was submitted to a Director on the second day of prep or later for a one-half hour episode or third day of prep or later for a one-hour episode of the same series.

“(g) At the end of each season, the DGA shall provide the AMPTP with information about the timeliness of scripts and the penalties paid on each series during the season.

~~(5) DGA may inform Employer that the Guild wishes to discuss compliance with the obligation to deliver timely scripts in accordance with this subparagraph (c) on a particular series. In that event, Employer will arrange a meeting for DGA representatives with the responsible producers and studio executives.~~

~~(6) Compliance with subparagraphs (c)(1), (2) and (3) above will be tested at the end of each season.~~

~~(7) DGA must meet with the Employer to discuss the script delivery situation on a series before the penalty will be assessed.~~

“(h) (8) Employers will continue to cooperate with the Guild in providing data and arranging meetings on this subject. Upon request, Employer will provide the Guild with copies of the season's production schedule, including directing assignments, at the start of each production season, and revisions as they occur.

~~(d) Effective July 1, 2017, the parties agree to track the timing of the submission of the “writer's draft” script for any series in its first year of production. For those series, the Employer agrees to submit the information requested in subparagraph (b) above during the first year of production (and continuing through the second~~

~~year of production if the series had twelve (12) or fewer episodes, including the pilot, in its first year); however, any failure to do so shall not be subject to grievance and arbitration.~~

~~In addition, at the beginning of the first season of a series, prior to production, the Employer shall communicate with the Executive Producer(s) of the series, whether in writing or in person, about the importance of delivering scripts on time and the new policy to track the timeliness of script delivery on first season series. The Guild may advise a particular Employer if late scripts are an issue on a particular first year series.~~

14. **Casting**

a. *Modify Sideletter No. 37 ("Casting") as follows:*

SIDELETTER NO. 37

“As of July 1, 2014;  
“Revised as of July 1, 2017;  
“Revised as of July 1, 2020

“Ms. Carol A. Lombardini  
President  
Alliance of Motion Picture and Television Producers, Inc.  
15301 Ventura Boulevard, Building E  
Sherman Oaks, California 91403-5885

“**Re: Casting in Episodic Television**

“Dear Carol:

“During the negotiations for the ~~2017~~ 2020 Basic Agreement, the parties discussed issues regarding casting in episodic television. The parties agreed that, once per year, the Employer's representative on the Television Creative Rights Committee, or if none, an equivalent high-level Creative Executive of the Employer will provide a notice addressed to the individual Executive Producer(s) of each television pilot and episodic television series with a copy to the Casting Department, reminding them of the ~~following~~ provisions in the DGA Basic Agreement concerning the participation of the Director in casting decisions, as set forth below. After distribution, the Employer shall send a copy of the Casting Notice(s) to the DGA. Follows:

"From: [Senior Creative Executive]  
To: [Executive Producer(s)]  
Copy: Casting Department  
Subject: Episodic Television Director's Participation in Casting Decisions

“As we prepare for the upcoming television production season [*modify as applicable*], we thought it important to bring to your attention the provisions of the DGA Basic Agreement regarding the participation of an episodic television Director of a television motion picture in casting decisions.

“The Basic Agreement provides that once the Director is employed, the Director shall be informed as soon as practicable of any proposed casting and, if reasonably available, shall participate in all decisions with respect to proposed casting. The Director's advice and suggestions are to be considered in good faith.

“It is important to us that Directors be advised of and participate in casting decisions as reflected above. During the Director's preparation period, the Director must be informed no later than the first day of his or her preparation period of any casting procedures or casting schedule for the episode, if known. In addition, the Director shall be invited to participate in any 'casting concept call' for casting the episode that takes place during his or her preparation period.

“Further In particular, we gain valuable feedback when Directors participate in in-person casting sessions. We support in-person casting sessions as appropriate and ask that those sessions be scheduled to include the Director when practicable.

“When casting transmits information related to making casting decisions by electronic link during the Director's prep period, the Director must be included on the distribution of those links at the same time they are sent to the Writer/Executive Producer or any other producer.

“Except when time constraints do not permit, the Director, during his or her preparation period, must be afforded a reasonable opportunity to provide his or her casting input to the Writer/Executive Producer before casting recommendations or decisions are communicated to the studio and/or network.

“The Director should be informed of the final casting decisions as soon as possible. We value the involvement of Directors throughout the television casting process and appreciate the insights that Directors bring to casting decisions.”

[SIGNATURE BLOCKS OMITTED]

b. *Add a new Paragraph 7-306 to the Basic Agreement as follows:*

**“7-306            Casting in Episodic Television During the Director's Preparation Period**

“An episodic television Director must be informed no later than the first day of his or her preparation period of any casting procedures or casting schedule for the episode, if known. In addition, the Director shall be invited to participate in any

'casting concept call' for casting the episode that takes place during his or her preparation period.

“When casting transmits information related to making casting decisions by electronic link during the Director's prep period, the Director shall be included on the distribution of those links at the same time that they are sent to the Writer/Executive Producer or any other producer.

“Except when time constraints do not permit, the Director, during his or her preparation period, shall be afforded a reasonable opportunity to provide his or her casting input to the Writer/Executive Producer before casting recommendations or decisions are communicated to the studio and/or network.”

15. **Post-Production**

a. Cutting Time for Pilots and First Episode of a Series Ordered Without a Pilot

*Modify Paragraph 7-505(b) as follows:*

“(b) The Director's Cut shall be accomplished within the following time periods:

[\* \* \* \*]

“Pilots (and the First Episode of a Series Ordered Without a Pilot)

“(3) As to a pilot, or the first episode of a series ordered without a pilot, having a running time of thirty (30) minutes or less (or between twenty (20) and thirty-five (35) minutes in the case of a High Budget SVOD pilot or first episode of a series ordered without a pilot), within two (2) days plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more day.

“(4) As to a pilot, or the first episode of a series ordered without a pilot, having a running time of sixty (60) minutes or less, but more than thirty (30) minutes (or between thirty-six (36) minutes and sixty-five (65) minutes in the case of a High Budget SVOD pilot or first episode of a series ordered without a pilot), within five (5) days.”

“Television Motion Pictures (Other than Pilots and the First Episode of a Series Ordered Without a Pilot)”

[\* \* \* \*]

*Make conforming changes, including renumbering the current subparagraphs (b)(3)-(7) to (b)(5)-(9). The parties confirm that “a projected delivery date” in Paragraph 7-507 includes, but is not limited to, a scheduled screening at an industry event such as the “upfronts.”*

b. Remote Editing

Agree to extend Sideletter No. 40 ("Remote Editing") to apply during the term of the 2020 Basic Agreement.

16. **Producer-Director (Paragraph 7-1401)**

a. Added Scenes and Retakes

*Modify the last two paragraphs of Paragraph 7-1401 to provide (not redlined against current contract language):*

“The parties agree to maintain their respective positions as to the applicability of this Paragraph 7-1401 to the shooting of added scenes and retakes in episodic television when the Director of the program is unavailable. These positions notwithstanding, the Guild agrees to waive any claim that it would be a violation of this provision (prohibiting replacement of a Director by someone already assigned to the production in another capacity) to assign the work of directing added scenes or retakes, if the original Director is unavailable, to a producer of the series who is a ‘Producer-Director,’ so long as the original Director agrees to the arrangement and is accorded the opportunity to consult with the individual assigned to direct the added scenes or retakes, and the Guild is notified as soon as practicable.

“The term ‘Producer-Director’ is defined, for purposes of this Paragraph 7-1401, as an experienced director hired to be a producer on the series who has, among other duties, the responsibility for working with other directors on the series to prepare their episodes, and has not been and will not be employed in any other capacity during that season of the series, except as a Director. The Producer-Director may not also be a writer or the individual responsible for the budget of the series (*i.e.*, a line producer) during that season of the series. For the purposes of Paragraph 7-1401 only, ‘experienced director’ shall be defined as an individual who has directed at least eight (8) episodes of television or High Budget SVOD programming, which has been exhibited in the United States, regardless of where produced.

“In the event a Producer-Director is not employed or the Producer-Director on the series is not available to shoot added scenes and retakes for the episode, the DGA agrees to grant an administrative waiver to assign the work of directing the added scenes or retakes to someone already assigned to the production in another capacity only in the following circumstances:

- “(1) The Employer requests the waiver prior to the shooting of the material so the Guild can verify that: (i) the original Director is not available; (ii) either no Producer-Director is assigned to the series, or the Producer-Director assigned to the series is not available; and (iii) the original Director is accorded the opportunity to consult with the individual assigned to direct the added scenes or retakes.
- “(2) The added scenes and retakes may be directed by an individual with the title Writer/Executive Producer (for purposes of this provision, defined as the Executive Producer(s) in charge of the writing and creative oversight of the series) only if the Writer/Executive Producer has directed a commercially released feature motion picture or not less than ninety (90) minutes of television or High Budget SVOD programming, which has been exhibited in the United States, regardless of where produced. With respect to television and High Budget SVOD programming, the work must include episodes for at least two different series, one of which may be the series on which the individual is currently employed. An individual Writer/Executive Producer may only be granted this waiver to direct additional scenes and retakes for no more than thirty percent (30%) of the episodes during any season of the series.
- “(3) The added scenes and retakes may be directed by any other individual employed on the production if that individual has directed at least four (4) episodes of television or High Budget SVOD programming, which has been exhibited in the United States, regardless of where produced.
- “(4) No waiver will be granted to allow a Writer/Executive Producer to direct added scenes and retakes for an episode of a series if the 'working draft' for that episode is delivered three (3) or more days late.
- “(5) This provision will sunset at the end of the contract term of the successor agreement to the 2017 DGA Basic Agreement.”

*Make conforming changes, including formatting.*

*DGA agrees to entertain waivers for circumstances that do not meet the criteria set forth in this Item.*

b. Uncompleted Scheduled Principal Photography

Substitute the term “Producer-Director,” as defined in this Item above, for “producer of the series who has been *[or who is]* a career Director” in the last paragraph of Paragraph 7-1401.

17. **Copy of Episode**

Form a committee comprised of DGA and Producer representatives to explore available technological solutions to allow episodic Directors to share the episode after exhibition in a limited and secure manner for the purpose of securing subsequent employment.

18. **Electronic Transmissions from Set**

*Modify Paragraph 7-1505 as follows:*

**"7-1505      Electronic Transmissions**

"(a) No images or sounds may be transmitted from the stage or control booth without first informing the Director. Any instances of non-disclosed transmission shall be presented to the Creative Rights Standing Committee. The Employer shall use its best efforts to identify those places or persons that have access to such transmissions.

"(b) Notwithstanding subparagraph (a) above:

"(i) The continuous, unrestricted electronic transmission of images and/or sounds throughout the workday (e.g., a fixed 'open mike') from the set, stage or control booth to a location outside the production area is prohibited on episodic series.

"(ii) The Employer shall use its best efforts to prevent unauthorized recordings and transmissions from the set of any television motion picture, including the unauthorized use of iPhones or other recording devices on the set. It is understood that the foregoing does not apply when such recordings or transmissions are made for publicity or marketing purposes.

"(c) During the 2020 Television Creative Rights negotiations, the DGA expressed concerns about electronic transmissions on episodic series, and the Employers acknowledged that technological advances have changed how electronic transmissions may be used on production and support the need for a discussion about those changes. Given that the issues surrounding electronic transmissions are complicated and require a full and informed discussion, the parties agree that as soon as practicable before July 1, 2020, the 2020 Television Creative Rights Committee shall meet to develop best practices concerning the use of electronic transmissions on episodic series. The Committee is empowered to

consider and, if agreement is reached, to implement rules about electronic transmissions during the term of the Agreement.”

*Make conforming changes.*

19. **Guidelines for Directing Nudity and Simulated Sex**

Form a committee comprised of an equal number of DGA and Producer representatives to develop guidelines for Directors directing nudity and simulated sex scenes. It is understood that the guidelines may include a discussion of the role of an intimacy coordinator if one is employed on the production. The parties may consider involving other parties if mutually agreed.

20. **Archiving Theatrical Motion Pictures**

The parties agree to form a committee of representatives from the DGA and the major studios to meet during the term of the Agreement to discuss the archiving and storage of theatrical motion pictures.

21. **Non-Dramatic Programs**

a. U-10.A. (Sideletter 6)

*Modify Paragraph 1(c) of Sideletter No. 6 to FLTTA as follows:*

“(c) In the event that, on any such program, there are Associate Director or Stage Manager duties to be performed which are not performed by the Director and which in free television would necessitate the assignment of an Associate Director or Stage Manager, such Employee shall be subject to Article 20 (Arbitration), the Guild Shop provisions of this Agreement, the provisions of Articles 11 and 12 relating to the Pension and Health Plans and the second through eighth paragraphs of Article 9.C. relating to mandatory safety training. The Company shall also specify provisions for overtime and premiums for work on the sixth or seventh day worked in a workweek and work on holidays at the time of hiring, which shall not be less than applicable law and shall be set forth in the Employee’s deal memo or, if none exists, a start slip or equivalent documentation; otherwise, the Employee will receive overtime pay and premium pay for work on sixth and seventh days and holidays according to FLTTA Article 10, Part 2., Section D. based on the Employee’s negotiated salary. In addition, Company shall advise the Guild of the employment of any Associate Director or Stage Manager by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation.”

b. U-10.B. (Reality Shows)

- i. Renew the unpublished sideletter re: Reality Shows, which pertains to network reality shows.
- ii. The Guild may meet with each Company individually to have discussions regarding reality shows produced for basic cable.

c. U-10.C. (Distant Location)

*Add a new Paragraph 13 to Article 10, Part 2, Section D. of the FLTTA as follows:*

“13. Distant Location Days

“Associate Directors and Stage Managers who work on distant location shall receive an additional fee of fifty-five dollars (\$55.00) for each day of work on distant location.”

d. U-10.D. (Production Fee)

Amend FLTTA Article 10, Part 2, Section D., Paragraph 10 to increase the maximum production fee owed for any workweek to Associate Directors and Stage Managers employed on non-prime time entertainment programs to one hundred dollars (\$100.00) effective July 1, 2020 (\$103.00 effective July 1, 2021 and \$106.00 effective July 1, 2022).

22. **Hold Harmless (U-11.A.)**

*Modify subparagraphs 1-102(b)(1) and 1-102(b)(2) of the Basic Agreement as follows:*

“1-102 **Further Negotiations**

\* \* \* \*

“(b) With respect to production by the Employer of entertainment programs primarily for the basic cable market which are not covered under Article 23 of this Agreement, the following provisions shall apply:

“(1) With respect to hiring after July 1, ~~2020~~ 2017, and pending agreement on other conditions pursuant to subparagraph (3) below, the employment of any person to perform duties (which, if performed by that person for free television, would be covered by the BA) for a dramatic program thirty (30) minutes or longer produced in the United States under a budget less than: (i) \$550,000 for a thirty (30) minute program; (ii) \$1,000,000 for a one (1) hour series in existence as of July 1, 2014 and \$1,200,000

for all other one (1) hour programs; (iii) \$2,750,000 for a program longer than one (1) hour but not longer than two (2) hours; and (iv) for a program longer than two (2) hours, \$2,750,000 for the first two (2) hours plus \$1,375,000 for each additional hour or portion thereof, shall be subject only to Article 2 (Disputes), the Guild Shop provisions and the provisions of Article 12, relating to the Pension and Health Plans, ~~and~~ subparagraph 14-114(d) of this BA, and Paragraph 17-118 of this BA. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Employer shall advise the Guild of the employment of any Director, Assistant Director or Unit Production Manager, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.

- “(2) With respect to hiring after July 1, ~~2020~~ 2017, and pending agreement on other conditions pursuant to subparagraph (3) below, the employment of any person to perform duties (which, if performed by that person for free television, would be covered by the BA) for a program covered by this subparagraph (b) (other than one covered by subparagraph (b)(1) above), produced within the metropolitan areas of Los Angeles or New York, or any such person hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to Article 2 (Disputes), the Guild Shop provisions and the provisions of Article 12, relating to the Pension and Health Plans, ~~and~~ subparagraph 14-114(d) of this BA, and Paragraph 17-118 of this BA. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Employer shall advise the Guild of the employment of any Director, Assistant Director or Unit Production Manager, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.”

*Modify subparagraphs 1(a), 1(b), and 1(c) of Sideletter No. 6 of the FLTTA as follows:*

“It is hereby agreed between us with respect to production by the Company of entertainment programs primarily for the basic cable market which are not covered under Article 31 of this Agreement, the following provisions shall apply:

- “1. With respect to hiring after July 1, ~~2020~~ 2017 and pending agreement on other conditions pursuant to Paragraph 2. below:

- “(a) The employment of a Director for a dramatic program thirty (30) minutes or longer produced in the United States under a budget less than (i) \$476,749 for a thirty (30) minute series in existence as of July 1, 2014 and \$550,000 for all other thirty (30) minute programs; (ii) \$893,904 for a one (1) hour series in existence as of July 1, 2014 and \$1,200,000 for all other one (1) hour programs; (iii) \$2,383,744 or less for a series longer than one (1) hour but not longer than two (2) hours in existence as of July 1, 2014 and \$2,750,000 for all other programs longer than one (1) hour but not longer than two (2) hours; and (iv) for a program longer than two (2) hours, \$2,750,000 for the first two (2) hours and \$1,375,000 for each additional hour or portion thereof, shall be subject only to Article 9, Section B, Paragraph 11 (Hold Harmless), Article 20 (Arbitration), the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Company shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.
- “(b) The employment of a Director for a program covered by this Sideletter No. 6 (other than one covered by Paragraph 1.(a) above), produced within the metropolitan areas of Los Angeles or New York, or any Director hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to Article 9, Section B, Paragraph 11 (Hold Harmless), Article 20 (Arbitration), the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.
- “(c) In the event that, on any such program, there are Associate Director or Stage Manager duties to be performed which are not performed by the Director and which in free television would necessitate the assignment of an Associate Director or Stage Manager, such Employee shall be subject to Article 9, Section B, Paragraph 11 (Hold Harmless), Article 20 (Arbitration), the Guild Shop provisions of this Agreement, the provisions of Articles 11 and 12 relating to the Pension and Health Plans and the second through eighth paragraphs of Article 9.C. relating to mandatory safety training. In addition, Company shall advise the Guild of the employment of any Associate Director or Stage Manager by supplying a

copy of a deal memo or, if none exists, a start slip or equivalent documentation.”

23. **Broadcast Syndication Sales of Dramatic Programs (P-1)**

Modify Paragraphs 11-101, 20-801, 23-104 and 24-301 of the DGA Basic Agreement (and the applicable provisions of the FLTTA), as well as Paragraphs E.1.e.(1) and E.2.c.(1) of Sideletter No. 35 to the Basic Agreement (and the applicable provisions of Sideletter No. 28 to the FLTTA), to provide a percentage residual formula of two percent (2%) of "Employer's gross receipts" (as defined in Paragraph 11-108) for a new license entered into on or after the effective date of the 2020 Agreement to "domestic" broadcast syndication of dramatic free television motion pictures (other than programs made for broadcast syndication, except as provided herein for a program made for The CW), basic cable or pay television motion pictures, covered new media programs and programs made for The CW when sold in broadcast syndication other than to The CW, whether such television motion pictures or programs are produced under the 2020 Basic Agreement (or FLTTA) or any prior Basic Agreement (or FLTTA) as to which a fixed residual or higher percentage residual otherwise would be payable.

The foregoing does not apply to residuals for reruns of dramatic free television motion pictures in network prime time as provided in Section 11-101(b)(1) or to residuals for the reuse of a "high budget pay television motion picture" on free television as provided in Section 20-801(b) of the DGA Basic Agreement (and analogous provision of FLTTA). In addition, the foregoing does not apply to a license agreement, including options, entered into prior to the effective date of the Agreement. As an example, assume that a current license agreement covers the sale of the first and second seasons of a dramatic series to broadcast syndication and also includes an option to license all subsequent seasons of the series to broadcast syndication. Because the license agreement was in effect before the effective date of the 2020 Basic Agreement, the sale of all seasons of the series, even pursuant to the options, would not be covered hereunder.

The Employer will prepare an annual statement of the "Employer's gross receipts" for motion pictures and programs described in the first paragraph of this provision which have been licensed to domestic broadcast syndication pursuant to an agreement entered into on or after July 1, 2020. The annual statement will show cash, barter, and any other consideration received by the Employer from the licensing to broadcast syndication of such motion pictures and programs and may be inspected by the Guild at the premises of the Employer upon notice by the Guild.

In addition, the parties confirm that the Guild will have the right to audit these gross receipts-based residuals payments, and such audits shall be subject to the provisions of Section 17-400 of the Basic Agreement (and/or the applicable provisions of the FLTTA).

On a semi-annual basis, within ten (10) business days after a request by the Guild, the Employer shall provide for inspection by the Guild's designated employee or auditor, at Employer's premises in Los Angeles, of all unredacted license, distribution, and other agreements pertaining to domestic broadcast syndication of covered pictures that were

entered into during the immediately preceding inspection period.<sup>1</sup> In any subsequent semi-annual inspection, the Guild's designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected. The information provided by the Employer to the Guild, or made available for its inspection, will be treated as confidential pursuant to Paragraph 17-400 of the Basic Agreement (and/or the applicable provisions of the FLTTA), and appropriate arrangements will be made to safeguard the confidentiality of that information.

*Make conforming changes to the Basic Agreement and FLTTA, including but not limited to modifying Paragraph 11-101(b)(5) and Sideletter No. 34 re License of Free Television, Basic Cable or Pay Television Motion Pictures, High Budget SVOD Programs or Motion Pictures Made for Home Video to Secondary Digital Channels of the Basic Agreement and modifying Paragraph 11-101(b)(4), Sideletter No. 10 re New Residual Formula for One-Hour Network Prime Time Dramatic Series (Sideletter No. 11 to FLTTA), Sideletter No. 12 re Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households (Sideletter No. 19 to FLTTA) to be restricted in application to series exhibited in syndication pursuant to a license agreement entered into prior to July 1, 2020.*

24. **Address Fixed Residual Formula for Non-Dramatic Programs Made for Broadcast Syndication (P-2)**

*Modify Article 7, Section B., Paragraph 6 as follows:*

“6. No residuals shall be payable during the first season of a non-network syndicated ‘All Other’ series with a budget of: (a) ~~\$150,000~~\$200,000 or less per episode for series with episodes between 16 and 30 minutes in length, or (b) ~~\$200,000~~\$300,000 or less per episode for series with episodes between 31 and 60 minutes in length. During the second season of such series, residuals shall be payable at fifty percent (50%) of the amount otherwise due under this Agreement. During the third and each subsequent season of such series, residuals shall be payable as provided in Article 7 of the FLTTA.”

25. **Residuals for Made-for-Television Motion Pictures or SVOD Programs When Initial Exhibition is on a Different Television Platform or in New Media (P-3)**

*Add a Sideletter to the DGA Basic Agreement (and make conforming changes to a new Sideletter to FLTTA) to confirm:*

“During the 2020 negotiations, the parties discussed the residual formula that should apply in certain situations when a program or episode made for television (e.g., free

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<sup>1</sup> The Guild's designated employee or auditor shall have full access to all agreements, notwithstanding any confidentiality clause contained therein, and access to all sideletters, exhibits, addenda, and other ancillary documents.

television, basic cable or pay television) or made for a subscription consumer pay new media ('SVOD') platform is, instead, initially exhibited in a different primary market.

"To resolve the complexity and uncertainty that arises in these circumstances, the parties confirm that, in the event that a program made for television or an SVOD platform is initially exhibited on a different television or new media platform, the television or SVOD program is treated for residuals purposes as if it were made for the platform on which it is initially exhibited.<sup>1</sup> If the platform on which the program is initially exhibited is subject to higher minimum initial compensation rates, the Employer shall pay any additional initial compensation necessary to meet the minimums applicable to the platform of initial exhibition within thirty (30) days of initial exhibition.

"For example, a broadcast network orders a pilot and then orders seven episodes of the series that are intended for exhibition in network prime time. Before any episodes are broadcast on the network, the network decides that it does not want the series that has already been produced. Employer then sells the series to an SVOD platform where the episodes (including the pilot) are initially exhibited. In that situation, the residuals are determined as if the episodes were made for the SVOD platform. (No adjustment of initial compensation is required in this situation since the minimum salary rates and guarantees would have been no less than those of the SVOD platform.)

"It is understood that the foregoing applies to television motion pictures and SVOD programs produced under this and any prior Basic Agreement that have not had an initial release.

"The provisions of this Sideletter are experimental and shall expire on the termination date of the 2020 Basic Agreement."

26. **Pay Television Residuals (P-4)**

a. *Modify Paragraph 20-401(a)(4) and (6) of the Basic Agreement as follows:*

"(4) Per Subscriber Rate

"The per subscriber rate applicable to a service's first exhibition year shall be calculated by dividing the applicable residual base set forth below is one hundred percent (100%) of the applicable free television minimum divided by thirty million (30,000,000), ~~except for a covered motion picture which is a "high budget pay television motion picture."~~ The applicable free television minimum is determined in the same manner as in Paragraph 20-201.

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<sup>1</sup> Neither a limited theatrical exhibition under Paragraph 11-201(b) nor a limited AVOD release under Paragraph E.3.f. of Sideletter No. 35 ("Programs Produced for New Media") is intended as an exhibition in the primary market for purposes of this Sideletter.

“(i) Covered Motion Pictures of the Type Generally Produced for Network Prime Time Television (Other Than High Budget Pay Television Motion Pictures)

<u>Length</u>	<u>Applicable Residual Base Effective 7/1/20 - 6/30/23</u>
<u>½ hour</u>	<u>\$27,894</u>
<u>1 hour</u>	<u>\$47,371</u>
<u>1½ hours</u>	<u>\$78,953</u>
<u>2 hours</u>	<u>\$132,634</u>

“(ii) Covered Motion Pictures of the Type Not Generally Produced for Network Prime Time Television (Other Than High Budget Pay Television Motion Pictures)

<u>Length</u>	<u>Applicable Residual Base Effective 7/1/20 - 6/30/23</u>
<u>7 minutes and under</u>	<u>\$2,583</u>
<u>8-15 minutes</u>	<u>\$12,411</u>
<u>16-30 minutes</u>	<u>\$24,812</u> <del>12,411</del>
<u>1 hour</u>	<u>\$37,230</u> <del>24,812</del>
<u>90 minutes</u>	<u>\$37,230</u>
<u>91-120 minutes</u>	<u>\$51,835</u>

“(iii) High Budget Pay Television Motion Pictures

“A ‘high budget pay television motion picture,’ as the term is used in this Article 20, is defined as a program which is eighty (80) minutes or longer and is budgeted at, or in excess of, five million dollars (\$5,000,000), except for multi-part closed-end series in the genre of *Shogun*, *Roots* and *Masada*. The applicable residual base to be used for purposes of calculating the per subscriber rate for ‘high budget pay television motion pictures’ shall be \$261,469. For “high budget pay television motion pictures,” the theatrical minimum rather than the free television minimum is used for determining the per-subscriber rate. (The minimum initial salary for such motion pictures is not affected by this subparagraph.)

“The per subscriber rate for any exhibition year following the first exhibition year shall be a percentage of the per subscriber rate for the first exhibition year as shown in the schedule below:

<b>Exhibition Year</b>	<b>Subscriber Factor</b>
2	70%
3	50%
4	30%
5	25%
6	20%
7	15%
8	10%
9	10%
10	10%
11 and each subsequent year	5%

“A table is attached hereto as Exhibit ‘E-1’ setting forth the per subscriber rates for the various types of motion pictures. [*Figures in Exhibit E-1 to be modified to conform with the modifications above.*]

“(6) Subscriber Residual Ceiling

“Notwithstanding anything to the contrary above, no single exhibition year’s residuals for a particular ‘covered motion picture’ shall exceed the ~~Director’s applicable minimum initial compensation~~ applicable residual base set forth in subparagraph (i), (ii) or (iii) above for the motion picture.”

*Make conforming changes, including by replacing references to the “free television minimum as provided in subparagraph 20-401(a)(5)” with the “applicable residual base” in subparagraph 20-500(a)(1).*

b. *Modify Article 29, Section D.1.(d) and (f) of the FLTTA as follows:*

“(d) Per Subscriber Rate

“The per subscriber rate applicable to a service's first exhibition year is one hundred percent (100%) of the applicable free television minimum as of June 30, 2020, divided by thirty million (30,000,000), except for a

covered program which is a "high budget pay television program." The applicable free television minimum is determined in the same manner as in Section B., Paragraph 1. of the 2017 FLTTA.

“A ‘high budget pay television program,’ as the term is used in this Article 29, is defined as a program which is eighty (80) minutes or longer and is budgeted at, or in excess of, five million dollars (\$5,000,000), except for multi-part closed-end series in the genre of *Shogun*, *Roots* and *Masada*. The applicable residual base to be used for purposes of calculating the per subscriber rate for ‘high budget pay television motion pictures’ shall be \$261,469. For "~~high budget pay television programs,~~" ~~the theatrical minimum in the Directors Guild of America Basic Agreement, rather than the free television minimum, is used for determining the per subscriber rate.~~ (The minimum initial salary for such programs is not affected by this subparagraph.)

“The per subscriber rate for any exhibition year following the first exhibition year shall be a percentage of the per subscriber rate for the first exhibition year as shown in the schedule below:

Exhibition Year	Subscriber Factor
2	70%
3	50%
4	30%
5	25%
6	20%
7	15%
8	10%
9	10%
10	10%
11 and each subsequent year	5%

“A table is attached hereto as Exhibit ‘B’ - Part II setting forth the per subscriber rates for the various types of programs. [*Figures in Exhibit ‘B’ - Part II to be modified to conform with the modifications above.*]

“(f) Subscriber Residual Ceiling

“Notwithstanding anything to the contrary above, no single exhibition year’s residuals for a particular "covered program" shall exceed the Director’s applicable minimum initial compensation for the program as of June 30, 2020.”

*Make conforming changes.*

27. **Intervening Days When Director is Working in Another Capacity (P-13.a.)**

When the Director does not complete originally scheduled principal photography and the Director is also employed on the series in another capacity (e.g., a Producer-Director, Director of Photography) during the period in which any intervening days occur, the Employer shall not owe any payment for intervening days under Paragraph 10-108, provided that the Employer gives notice to the Guild when this circumstance arises.

28. **Second Unit Preparation Time (P-16)**

a. *Modify Paragraph 4-102 of the 2020 DGA Basic Agreement to provide:*

**“4-102 Second Unit Work on Weekly or Daily Basis and Applicable Preparation Time**

“A Director may be employed for second unit work, talent tests, trailers or promos on a weekly basis, as in Paragraphs 3-101, 10-101 or 10-103, or the Employer may employ such Director on a daily basis, in which case such minimum daily salary shall be one-fourth of the minimum weekly rate applicable to the type of motion picture for which the work is performed. The Director's minimum preparation time for second units shall be:

<u>Number of Second Unit Shooting Days With More than Four (4) Hours of Second Unit Work Each Day*, **</u>	<u>Minimum Day(s) of Preparation</u>
1	1
2-3	2
4 or more	3

~~one (1) day's preparation for one (1) shooting; two (2) days' preparation for two (2) or three (3) days' shooting; three (3) days' preparation for four (4) or more days' shooting.~~

“\*No preparation time is required when the time spent by the Director on second unit directorial duties does not exceed four (4) hours on any given

day, except when the second unit work involves stunts and/or special effects that raise material safety concerns. (It is understood that minor stunts and special effects do not require additional preparation time as provided in the immediately preceding sentence. Examples of minor stunts and special effects that do not require additional preparation time include, but are not limited to, ‘pratfalls,’ falling off a chair, throwing a punch, turning on a stove, steam coming out of a vent, etc.)

\*\*However, this preparation time requirement shall not apply to any unplanned units, emergencies or when preparation time is not needed because the Director of the second unit work has been working on the production in a different Guild capacity covered by the terms of this BA.”

- b. In consideration of the agreements made by the Employers during the 2020 negotiations, the Guild waives and forever relinquishes any and all known and unknown claims (including but not limited to withdrawing all pending grievances with prejudice), arising on or before July 1, 2020 or the date of ratification of the 2020 DGA Basic Agreement, whichever is later, concerning the minimum preparation time for a Director of second unit work when the additional work takes five (5) or fewer hours on any day.

29. **Air Travel (P-17)**

*Modify the first paragraph of Paragraphs 4-104(a) (“Travel”) and 13-214(a) (“Travel to Distant Location and Insurance”) of the DGA Basic Agreement (and make conforming changes to the FLTTA), to provide:*

**“4-104 Travel**

- “(a) Coach class air travel shall be permissible for ~~domestic~~ flights of less than 1,000 air miles when the flight is non-stop from departure point to final destination, provided that the Employer must provide elevated coach class travel (e.g., Economy Plus, Extended Leg Room, etc.), when available. In addition, flights between Los Angeles and Vancouver ~~and flights that are less than 1,000 miles between the United States and Vancouver or the United States and Toronto~~ may be coach class.”

*Make conforming changes.*

30. **Harassment Prevention Training for Directors**

*Add a Sideletter to the DGA Basic Agreement and FLTTA to provide:*

“During the 2020 negotiations, the parties discussed Director-specific harassment prevention training. The DGA and AMPTP believe that harassment prevention training is an important aspect of creating and maintaining a respectful work environment free of harassment.

“The parties discussed alternative approaches to providing harassment prevention training for Directors, including the DGA’s interest in in-person training. The DGA agrees that the Employers will have final say over the content of harassment prevention training and commits to work with the Employers to modify the existing CSATF Harassment Prevention 2 (HP 2) course to incorporate Director-related concerns by July 1, 2022. The parties agree that the Employers may require Directors to complete the existing CSATF online prevention course through July 1, 2022, at which time the new training program must be utilized.”

*[SIGNATURE BLOCK OMITTED.]*

31. **Training (U-11.C.) and (P-20)** – The parties agree to continue their discussions and reach agreement on the funding and provision of safety and harassment prevention training for Employees. The parties agree to implement any mutually-agreed upon changes during the term of the Basic Agreement and FLTTA, including changes to the contributions to and operation of DGACA and DGACA-East.
32. **Safety Responsibilities** – The parties agree to add the summary of safety responsibilities of Employees, as provided in Exhibit 2 hereto, to the DGA BA and FLTTA.
33. **Update References to Television Motion Pictures (P-25.a.)**

Update references to “television films” to “television motion pictures,” which the parties agreed are not intended to, and do not, result in any substantive changes.

34. **Payment for Limited Theatrical Exhibition (P-25.c.)**

*Modify Paragraph 11-204(b) to provide:*

“Payment for theatrical exhibition of a television motion picture or High Budget SVOD Program under Paragraph 11-201(b) shall be paid to the Director within sixty (60) days after the ~~date end of the calendar quarter in which the ‘Employer’s gross’ is received by the Employer~~ the television motion picture or High Budget SVOD Program was released for theatrical exhibition.”

*Make conforming changes, including to FLTTA.*

35. **California Sick Leave (U-13.A.)**

*Add the following to the end of the last paragraph of Section 17-700(f):*

"Employer also shall notify the Guild of the name and contact information of the designated Employer representative."

36. **Waiver of New York Sick Time Act and Similar Laws (P-25.e.)**

Parties have agreed to a letter, dated December 5, 2019, sent under separate cover to the DGA, and will modify Paragraph 17-125 of the Basic Agreement and Article 9, Section B.21. of the FLTTA accordingly.

37. **Legal and Administrative Issues (P-25.b. and P-25.d.)**

- a. Delete Paragraph 11-201(d)(5) which is a drafting error.
- b. Delete Paragraph 13-101(d) which is obsolete.

38. **Sunset Clauses**

- a. Renew the third paragraph of Paragraph 8-203(d) related to billboard and bus side waivers.
- b. Renew the "limited theatrical exhibition" provision in Paragraph 11-201(b) of the DGA Basic Agreement (and the corresponding provision in FLTTA).
- c. Renew the following Sideletters:
  - i. Sideletter No. 10 re: New Residual Formula for One-Hour Network Prime Time Dramatic Series (and Sideletter No. 11 of FLTTA), subject to the conforming changes required by Item 22 above.
  - ii. Sideletter No. 12 re: Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households (and corresponding Sideletter No. 19 of FLTTA), subject to conforming changes required by Item 22 above.
  - iii. Sideletter No. 15 re: Exhibition of Motion Pictures Transmitted via New Media (and corresponding Sideletter No. 14 of FLTTA), subject to changes provided herein.
  - iv. Sideletter No. 35 re: Programs Produced for New Media (and the corresponding provision in Sideletter No. 28 of FLTTA), subject to changes provided herein.

**For the Directors Guild America, Inc.**

  
\_\_\_\_\_  
4/22/20  
\_\_\_\_\_  
Date

**For the Alliance of Motion Picture  
and Television Producers**

  
\_\_\_\_\_  
April 26, 2020  
\_\_\_\_\_  
Date

## EXHIBIT 1

### Examples of High Budget SVOD Grandfathering

#### Example 1:

A license for a High Budget SVOD series is first entered into on June 1, 2016.

- Season 1 is produced between July 1, 2016 and June 30, 2017;
- Season 2 is produced between July 1, 2017 and June 30, 2018;
- Season 3 is produced between July 1, 2018 and June 30, 2019;
- Season 4 is produced between July 1, 2019 and June 30, 2020;
- Season 5 is produced between July 1, 2020 and June 30, 2021; and
- Season 6 is produced between July 1, 2021 and June 30, 2022.

In this example, the entire series would remain grandfathered and subject to the terms of Sideletter 35 of the 2014 Basic Agreement, and not subject to Sideletter No. 35 of the 2020 Basic Agreement, except that the minimum salary rates and fringe rates would be as set forth in the 2020 Basic Agreement.

#### Example 2:

A license for a High Budget SVOD series is first entered into on June 1, 2018.

- Season 1 is produced between July 1, 2018 and June 30, 2019;
- Season 2 is produced between July 1, 2019 and June 30, 2020;
- Season 3 is produced between July 1, 2020 and June 30, 2021; and
- Season 4 is produced between July 1, 2021 and June 30, 2022.

Seasons 1 and 2 were produced under the terms of the 2017 Basic Agreement, and those terms would remain applicable.

Season 3 would be grandfathered, and would be subject to Sideletter No. 35 of the 2017 Basic Agreement, except that the minimum salary rates and fringe rates would be as set forth in the 2020 Basic Agreement.

Season 4 would not be grandfathered, and would be subject to Sideletter No. 35 of the 2020 Basic Agreement.

#### Example 3:

A license for a High Budget SVOD series is first entered into on March 1, 2020.

- The pilot is produced in March 2020.
- Season 1 is produced between July 1, 2020 and June 30, 2021; and
- Season 2 is produced between July 1, 2021 and June 30, 2022.

The pilot was produced under the terms of the 2017 Basic Agreement, and those terms would remain applicable.

Season 1 would be grandfathered, and would be subject to Sideletter No. 35 of the 2017 Basic Agreement, except that the minimum salary rates and fringe rates would be as set forth in the 2020 Basic Agreement.

Season 2 would not be grandfathered, and would be subject to Sideletter No. 35 of the 2020 Basic Agreement.

## EXHIBIT 2

### Safety Responsibilities

*The following language is to be incorporated in Section 17-500 of the DGA Basic Agreement and Article 9.C. of the FLTTA (except that, in the FLTTA, the paragraph below regarding the First Assistant Director shall be replaced with the paragraph below regarding the Stage Manager, and the paragraph below regarding the Second Assistant Director shall be replaced with the paragraph below regarding the Associate Director; additional conforming changes (such as eliminating references to the “Unit Production Manager”) may also be required).*

The Employer is responsible for ensuring a safe working environment. To facilitate this, the Employer shall have a Safety Program that defines the safety responsibilities of, and authority granted to, Employees working under this Agreement. Employers operating in California may satisfy this requirement by developing and maintaining an effective Injury and Illness Prevention Program (“IIPP”) in compliance with state law, which shall include a statement of roles and responsibilities substantially similar to those set forth below. Employers operating outside California may satisfy this requirement by adhering to the division of roles and responsibilities set forth below and are encouraged to model their Safety Program on the requirements of an IIPP as provided under California law.

All Employees are required to understand and adhere to the Employer’s Safety Program and their duties under it and to report safety concerns in good faith. No Employee shall be discharged or otherwise disciplined for refusing in good faith to work on a job that exposes him or her to a clear and present danger to life or limb, or for making a good faith report to the Employer, his or her supervisor or the Employer’s Production Safety Department (if any) relating to the safety of another employee or bystander exposed to a clear and present danger to life or limb. It is the shared commitment of the AMPTP and DGA to vigorously protect all employees from retaliation for exercising this responsibility.

#### **Employer**

The Employer is responsible for ensuring that health and safety are taken fully into account when the production is budgeted and that proper resources for the management of health and safety and the fulfillment of the Safety Program are provided. Practical day-to-day responsibility for ensuring that the Safety Program is properly implemented may be delegated to the Unit Production Manager (or other designee); however, the Employer always has the ultimate responsibility for ensuring a safe working environment and shall support the Unit Production Manager (or other individual designated by the Employer)<sup>2</sup> in the implementation and administration of the Safety Program. To that end, the Employer shall designate and identify to the Unit Production Manager an individual (e.g., a line producer or production

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<sup>2</sup> The parties recognize that the Employer will typically delegate practical day-to-day responsibility for implementing and administering the Safety Program to the Unit Production Manager. Accordingly, the remainder of this section assumes that typical practice.

executive) to serve as a point of contact in the event the Unit Production Manager requires additional support and/or resources on safety issues for a given production. If the Employer has a Production Safety Department, it shall also identify an employee of the Production Safety Department to serve as a resource on safety matters for a given production.

### **Director**

The Director shall promote the importance of a safe working environment for the production, including by supporting the Unit Production Manager in the implementation and administration of the Safety Program and supporting the First Assistant Director in maintaining a safe set. The Director is responsible for considering the health and safety implications of directorial decisions. In carrying out his or her directorial duties, the Director shall obtain guidance on safety matters from the Unit Production Manager, the First Assistant Director, department heads, supervisors, or other individuals with relevant safety expertise, as applicable, and may rely upon their advice. The Director is encouraged to ask questions about any safety-related matter.

### **Unit Production Manager**

The Unit Production Manager has primary responsibility for the effective implementation and administration of the Safety Program for a given production with respect to all phases of production (*i.e.*, beginning with pre-production and continuing through post-production) during his or her period of employment. The First Assistant Director and all department heads and supervisors shall report to the Unit Production Manager on safety issues, and the Unit Production Manager is responsible for ensuring that these individuals meet their responsibilities as set forth in the Safety Program. The Unit Production Manager may also delegate specific safety responsibilities as appropriate. In carrying out his or her safety responsibilities, the Unit Production Manager shall obtain guidance on safety matters from the First Assistant Director, department heads, supervisors, or other individuals with relevant safety expertise, as applicable, and may rely upon their advice. The Unit Production Manager has the authority to halt any production activity that poses a risk to cast or crew members' health or safety and shall not be discharged or otherwise disciplined for exercising this authority in good faith.

### **First Assistant Director**

The First Assistant Director reports to the Unit Production Manager on safety issues and is responsible for implementing and administering the Safety Program with respect to the cast and crew on set (whether on stage or on location), which may include during tech scouts, prep, camera tests, screen tests, rehearsals and filming. (By way of example, cast and crew members may always approach the Unit Production Manager with a safety concern, but they should ordinarily report safety concerns that arise on set to the First Assistant Director.) The First Assistant Director is responsible for coordinating on set safety, for conveying safety requirements to all cast and crew members and supporting department heads and supervisors in meeting their Safety Program responsibilities. In carrying out his or her safety responsibilities, the First Assistant Director shall obtain guidance on safety matters from department heads, supervisors, or other individuals with relevant safety expertise, as applicable, and may rely upon their advice. The First Assistant Director shall communicate with the Director, the Unit Production Manager and the Production Safety Department (if any) regarding any health and safety concerns that are identified prior to and during any production day. In addition, the First

Assistant Director shall ensure that proper control measures have been implemented and communicated to all involved, including by conducting safety meetings and including appropriate information on call sheets. The First Assistant Director has the authority to halt any production activity that poses a risk to cast or crew members' health or safety and shall not be discharged or otherwise disciplined for exercising this authority in good faith.

### **Second Assistant Director**

The Second Assistant Director reports to the First Assistant Director on safety issues and shall assist the First Assistant Director in implementing and administering the Safety Program. (For example, the Second Assistant Director shall assist the First Assistant Director in coordinating on set safety, conveying safety requirements to all cast and crew members and supporting department heads and supervisors in meeting their Safety Program responsibilities.) The Second Assistant Director shall also assist the First Assistant Director in communicating with the Unit Production Manager and the Production Safety Department (if any) regarding any health and safety concerns and ensuring that proper control measures have been implemented and communicated to all involved. Additional responsibilities include maintaining documentation of safety meetings, crew notices and accident reports; including appropriate information on call sheets; and preparing accurate production reports.

When assigned to perform location managing duties in areas where such work is performed by Employees employed under this Agreement, the Second Assistant Director is also responsible for identifying production locations and bringing to the attention of the Unit Production Manager, First Assistant Director, Construction Coordinator, Transportation Coordinator, or any other applicable Department Head, and the Production Safety Department (if any), any apparent safety hazards so they may be evaluated and mitigated as appropriate.

### **Production Safety Department**

Employers are encouraged to establish a Production Safety Department as a resource to assist productions in identifying and resolving environmental, health and safety issues and to support production personnel in complying with the Safety Program. The Production Safety Department (if any) shall inform the Unit Production Manager and First Assistant Director of any environmental, health or safety issues identified prior to and during any production day, if known to the Production Safety Department.

\* \* \*

*In FLTTA, the paragraph below regarding the Stage Manager shall be substituted for the paragraph above regarding the First Assistant Director, and the paragraph below regarding the Associate Director shall be substituted for the paragraph above regarding the Second Assistant Director.*

### **Stage Manager**

It is understood that safety issues and responsibility for implementing and administering the Safety Program during prep, load-in, wrap and strike is typically assigned to persons not covered

by the FLTTA. The first-assigned<sup>3</sup> Stage Manager reports to the executive-in-charge (“EIC”)/line producer<sup>4</sup> on safety issues and is responsible for implementing and administering the Safety Program with respect to the cast and crew on set, during rehearsals and production. The first-assigned Stage Manager is responsible for coordinating on set safety and for conveying safety requirements to all talent/cast and crew members and supporting department heads and supervisors in meeting their Safety Program responsibilities. The first-assigned Stage Manager may also delegate specific safety responsibilities as appropriate. In carrying out his or her safety responsibilities, the first-assigned Stage Manager shall obtain guidance on safety matters from department heads, supervisors, or other individuals with relevant safety expertise, as applicable, and may rely upon their advice. The first-assigned Stage Manager shall communicate with the Director, EIC/line producer and the Production Safety Department (if any) regarding any health and safety concerns that are identified prior to and during any production day. In addition, the first-assigned Stage Manager shall ensure that proper control measures have been implemented and communicated to all involved, including by conducting safety meetings and, if requested by the Employer, including appropriate information on call sheets. The first-assigned Stage Manager has the authority to halt any production activity that poses a risk to cast or crew members' health or safety and shall not be discharged or otherwise disciplined for exercising this authority in good faith.

Stage Managers employed in addition to the first-assigned Stage Manager report to the first-assigned Stage Manager on safety issues and shall assist the first-assigned Stage Manager in communicating with the Director, EIC/line producer and the Production Safety Department (if any) regarding any health and safety concerns and ensuring that proper control measures have been implemented and communicated to all involved.

### **Associate Director**

When working on the stage, studio or on location when no Stage Manager has been assigned, the Associate Director has the responsibilities of the first-assigned Stage Manager as detailed above.

When working in the control room/booth, the Associate Director shall assist the first-assigned Stage Manager with any health and safety concerns and, if requested by the Stage Manager, ensure that proper control measures have been implemented and communicated to all involved.

Associate Directors employed in addition to the first-assigned Associate Director shall support the first-assigned Associate Director and first-assigned Stage Manager in implementing the Safety Program.

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<sup>3</sup> Notwithstanding the reference to “first-assigned,” the Company may re-assign duties that are typically assigned to the “first-assigned” Stage Manager to a different Stage Manager (including, but not limited to, a Head, Lead or Key Stage Manager) at any time.

<sup>4</sup> The parties recognize that the first-assigned Stage Manager will typically report to either an “Executive-in-Charge” or a line producer (or Unit Production Manager, if one is engaged), but may also report to another production executive, depending on the production.

**ATTACHMENT #1**  
**2020 DGA BASIC AGREEMENT AUTHORIZATION LIST**

12:05 AM Productions, LLC  
40 North Productions, LLC  
300 Pictures, Inc.  
1440 Productions LLC  
4423 Productions LLC  
7<sup>th</sup> Ave Rocks, Inc.

ABC Signature Studios, Inc.  
ABC Studios New York, LLC  
Abominable Pictures, Inc.  
Acacia Productions, Inc.  
Academy of Motion Picture Arts and Sciences  
Acid Zoo Productions, LLC  
Adobe Pictures, Inc.  
AEG Ehrlich Ventures, LLC  
Alameda Productions, LLC (d/b/a  
    Legendary Alameda Productions, LLC)  
Alcon Entertainment, LLC  
Alive and Kicking, Inc.  
Amazon Studios LLC  
Ambient Sounds Productions LLC  
American Humane  
Anonymous Content, LLC  
Apple Studios LLC  
Asgard Productions IV LLC  
Ashland Productions, Inc.  
Atlantic 2.1 Entertainment Group, Inc.  
Auckland Productions, Inc.  
Avoca Productions, Inc.

Backlight Productions LLC  
Bard Enterprises, Ltd  
Base Light Productions LLC  
BCurious Productions Inc.  
Bell-Phillip Television Productions, Inc.  
Bonanza Productions Inc.  
Brad Lachman Productions, Inc.  
Breakout Kings Productions LLC  
Breakthrough Awards Productions, Inc.  
Brightstar Fox Productions LLC  
BTW Productions, Inc.

Califon Productions, Inc.  
Camdrew Productions LLC  
Canada Premiere Pictures Inc.  
Carbonado Industries (US) Inc.  
Carnival Row Productions, LLC  
CBS Studios Inc.  
Charlestown Productions LLC  
Chime Productions, LLC  
Circle Q Productions LLC  
Classic Films Inc.  
Colony Way Productions, Inc.  
Columbia Pictures Industries, Inc.  
Country Music Association, Inc.  
CPT Holdings, Inc.  
Crown City Pictures Inc.

DANJAQ, LLC  
Delightful Productions, LLC  
Delta Blues Productions LLC  
dick clark productions, llc  
Digital 49 Productions, Inc.  
Digital 360 Productions, Inc.  
Direct Court Productions, Inc.  
DW Dramatic Television L.L.C.  
DW SKG TV L.L.C.  
DW Studios Productions L.L.C.  
DW Television L.L.C.  
DWP Productions, Inc.  
Dyminium Productions, LLC

E&E Industries (US) Inc.  
Earlham Productions, Inc.  
Eat Your Peas Productions LLC  
Egregious Entertainment, LLC  
ELP Communications  
Entrada Productions, Inc.  
Evolutionary Pictures, LLC  
Expanding Universe Productions, LLC  
Eye Productions Inc.  
Film 49 Productions, Inc.  
Finger Guns Productions LLC  
Five Points High LLC

Focus Features Productions LLC  
Foodles Production (US) Inc.  
Four Five Productions, Inc.  
Fox Film Worldwide Services, Inc.  
Fox Sports Productions, LLC  
Fox Square Productions, Inc.  
Fox Television Studios, Inc.  
Frank & Bob Films II LLC  
Freelance Restorations LLC  
FTP Productions, LLC

Garden Films Productions, LLC  
GC Films, Inc.  
Gemini 3 Productions  
Goosebumps Productions, LLC  
Great Guns USA Inc.  
GWave Productions, LLC

Hazardous Productions, LLC  
HDReady, LLC  
Hi'ilawe Productions, Inc.  
Honors Productions, Inc.  
Hop, Skip & Jump Productions, Inc.  
Horizon Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
Huckleberry Industries (US) Inc.  
Hungry Heart Media, Inc. d/b/a Wondros

I.B.C.C. Films, Inc.  
Icon Productions LLC  
Infinity Productions III LLC  
Interpol Pictures, LLC  
It's A Laugh Productions, Inc.

Jay Squared Productions LLC  
Just Rewards Productions, Inc.

Kapital Productions, LLC  
Keep Calm and Carry On Productions, Inc.

Kelley Productions, Inc. dba David E.  
Kelley Productions  
Kent Gordis Productions, Inc.  
Kenwood TV Productions, Inc.

Keystone TV Productions LLC  
Kiki Tree Pictures Inc.  
Kimoyo Productions II LLC

Lakefront Productions, Inc.  
Legendary Features Productions US, LLC  
Legendary Pictures Funding, LLC  
Legendary Pictures Productions, LLC  
Lennox House Pictures Inc.  
Leverage Productions, Inc.  
LGDG Films Inc.  
LGTV Productions, Inc.  
Liam Films, Inc.  
Linear Productions LLC  
Limbo Productions I LLC  
Lincolnwood Drive, LLC  
Lions Gate Television Development LLC  
Living Proof Productions, LLC  
Louisiana Premiere Productions LLC  
Love Child Pictures, LLC  
Lunak Heavy Industries (US) Inc.

Madison Productions, Inc.  
Main Gate Productions LLC  
Main Lot Productions LLC  
Marvel Eastern Productions LLC  
Marvel Film Productions LLC  
Marvel Picture Works LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Milk Street Productions, LLC  
Minim Louisiana Productions, LLC  
Minim Productions, Inc.  
Montrose Productions, Inc.  
Moxie Pictures, Inc.  
Mutiny Pictures Inc.

New Line Productions, Inc.  
New Regency Productions, Inc.  
Ninjutsu Pictures Inc.  
NM Talent Inc.  
NS Pictures, Inc.  
NWF Inc.

Ocotillo Productions, Inc.  
October Holdings, Inc.  
Olive Avenue Productions LLC  
Olive Productions, LLC  
Olympia Productions US LLC  
On The Brink Productions, Inc.  
Open 4 Business Productions LLC  
Orange Cone Productions LLC  
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Pandemic Productions LLC  
Parallax TV Productions LLC  
Paramount Overseas Productions, Inc.  
Paramount Pictures Corporation  
Passenger Productions, Inc.  
Patch Bay Productions LLC  
Perdido Productions, Inc.  
Pet II Productions Inc.  
PLT Productions (US) Inc.  
Pool Mate Pictures, LLC  
PP21 Productions LLC  
Prodeo, Inc.  
Produced Bayou, Inc.  
Proximity Productions LLC  
Pym Particles Productions III LLC

Quadra Productions, Inc.

Ralph Edwards Productions  
Ralph Edwards/Stu Billett Productions  
Random Pictures Inc.  
Red Zone Pictures, Inc.  
Redemption Pictures, Inc.  
Remote Broadcasting, Inc.  
Riverboat Productions, LLC  
Riverside Olive Productions, Inc.  
River Road Entertainment Productions,  
LLC  
Romanoff Productions LLC  
Rose City Pictures, Inc.  
Rozar Pictures, LLC  
Ruff Draft Productions, LLC

Rush Hour Productions, Inc.

S8 Directors, LLC  
S&K Pictures, Inc.  
Salty Pictures, Inc.  
Sample Size, Inc.  
San Vicente Productions, Inc.  
Scope Productions, LLC  
Screen Gems Productions, Inc.  
Seven Heads Productions, LLC  
Sidestreet Entertainment, Inc.  
Singular Productions LLC  
SKE Productions, LLC  
Skydance Pictures, LLC  
SLO Productions Inc.  
Somma Productions, Inc.  
Space Bear Industries (US) Inc.  
SpectorCorp Productions LLC  
St. Giles LLC  
Stage 6 Films, Inc.  
Stage 29 Productions, LLC  
Stannum 50 Labs (US) Inc.  
Static Productions LLC  
Storyteller Productions Co., LLC  
Summerdale Productions, LLC  
Summit Productions, LLC  
Sunny Television Productions, Inc.  
Superstar Productions USA Inc.  
Supreme Productions II LLC

Tenth Planet Productions Inc.  
Theoretical Pictures, Inc.  
Thine Selves Productions LLC  
This Is Fine (US) Inc.  
Thoreau LLC  
Tibernia Productions, Inc.  
Topanga Productions, Inc.  
Touchstone Television Productions, LLC  
dba ABC Studios  
Trackdown Productions, Inc.  
Tree Tree Tree, Inc.  
Triage Entertainment, LLC  
Triple Point Productions LLC  
TriStar Television, Inc.  
Turner Films, Inc.

Turner North Center Productions, Inc.  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation

Universal City Studios LLC  
Universal Content Productions LLC  
Upside Down Productions Inc.  
United Artists Pictures Inc.  
UPI Pictures LLC

Valleycrest Productions LTD  
Vertical Hold Productions LLC  
Vinton Productions, Inc.

Walt Disney Pictures  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Specialty Productions Inc.  
Warner Specialty Video Productions Inc.  
Waveform Productions LLC  
White Cherry Entertainment, Inc.  
Woodridge Productions, Inc.

YANDR Productions, LLC  
YNFS Productions LLC

**ATTACHMENT #2**  
**2020 DGA FLTTA AUTHORIZATION LIST**

12:05 AM Productions, LLC  
40 North Productions, LLC  
1440 Productions LLC  
4423 Productions LLC

ABC Signature Studios, Inc.  
ABC Studios New York, LLC  
Abominable Pictures, Inc.  
Acacia Productions, Inc.  
Academy of Motion Picture Arts and Sciences  
Acid Zoo Productions, LLC  
AEG Ehrlich Ventures, LLC  
Alameda Productions, LLC (d/b/a  
    Legendary Alameda Productions, LLC)  
Alcon Entertainment, LLC  
Alive and Kicking, Inc.  
Amazon Studios LLC  
Ambient Sounds Productions LLC  
American Humane  
Anonymous Content, LLC  
Apple Studios LLC  
Ashland Productions, Inc.  
Atlantic 2.1 Entertainment Group, Inc.  
Auckland Productions, Inc.  
Avoca Productions, Inc.

Bard Enterprises, Ltd  
Base Light Productions LLC  
BCurious Productions Inc.  
Bell-Phillip Television Productions, Inc.  
Bonanza Productions Inc.  
Brad Lachman Productions, Inc.  
Breakout Kings Productions LLC  
Breakthrough Awards Productions, Inc.  
Brightstar Fox Productions LLC  
BTW Productions, Inc.

Califon Productions, Inc.  
Camdrew Productions LLC  
Carnival Row Productions, LLC  
CBS Studios Inc.

Colony Way Productions, Inc.  
Country Music Association, Inc.  
CPT Holdings, Inc.

DANJAQ, LLC  
Delightful Productions, LLC  
Delta Blues Productions LLC  
dick clark productions, llc  
Digital 49 Productions, Inc.  
Digital 360 Productions, Inc.  
Direct Court Productions, Inc.  
DW Dramatic Television L.L.C.  
DW SKG TV L.L.C.  
DW Studios Productions L.L.C.  
DW Television L.L.C.  
DWP Productions, Inc.  
Dyminium Productions, LLC

Earlham Productions, Inc.  
Egregious Entertainment, LLC  
ELP Communications  
Entrada Productions, Inc.  
Evolutionary Pictures, LLC  
Expanding Universe Productions, LLC  
Eye Productions Inc.

Film 49 Productions, Inc.  
Five Points High LLC  
Four Five Productions, Inc.  
Fox Film Worldwide Services, Inc.  
Fox Sports Productions, LLC  
Fox Square Productions, Inc.  
Fox Television Studios, Inc.  
FTP Productions, LLC

GC Films, Inc.  
Gemini 3 Productions  
Great Guns USA Inc.  
GWave Productions, LLC

HDReady, LLC  
Honors Productions, Inc.

Hop, Skip & Jump Productions, Inc.  
Horizon Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.

Icon Productions LLC  
Interpol Pictures, LLC  
It's A Laugh Productions, Inc.

Jay Squared Productions LLC  
Just Rewards Productions, Inc.

Kapital Productions, LLC  
Keep Calm and Carry On Productions, Inc.  
Kelley Productions, Inc. dba David E.  
Kelley Productions  
Kent Gordis Productions, Inc.  
Kenwood TV Productions, Inc.  
Keystone TV Productions LLC

Legendary Features Productions US, LLC  
Legendary Pictures Funding, LLC  
Legendary Pictures Productions, LLC  
Leverage Productions, Inc.  
LGDG Films Inc.  
LGTV Productions, Inc.  
Lincolnwood Drive, LLC  
Linear Productions LLC  
Lions Gate Television Development LLC  
Living Proof Productions, LLC  
Love Child Pictures, LLC

Madison Productions, Inc.  
Main Gate Productions LLC  
Main Lot Productions LLC  
Marvel Eastern Productions LLC  
Marvel Film Productions LLC  
Marvel Picture Works LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Milk Street Productions, LLC  
Minim Louisiana Productions, LLC  
Minim Productions, Inc.  
Montrose Productions, Inc.

Moxie Pictures, Inc.

New Regency Productions, Inc.  
NM Talent Inc.  
NS Pictures, Inc.  
NWF Inc.

Ocotillo Productions, Inc.  
October Holdings, Inc.  
Olive Avenue Productions LLC  
Olive Productions, LLC  
On The Brink Productions, Inc.  
Open 4 Business Productions LLC  
Orange Cone Productions LLC  
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Parallax TV Productions LLC  
Paramount Overseas Productions, Inc.  
Paramount Pictures Corporation  
Patch Bay Productions LLC  
Perdido Productions, Inc.  
Pet II Productions Inc.  
Pool Mate Pictures, LLC  
PP21 Productions LLC  
Prodco, Inc.  
Produced Bayou, Inc.  
Proximity Productions LLC

Quadra Productions, Inc.

Ralph Edwards Productions  
Ralph Edwards/Stu Billett Productions  
Riverside Olive Productions, Inc.  
Ruff Draft Productions, LLC  
Rush Hour Productions, Inc.

Salty Pictures, Inc.  
San Vicente Productions, Inc.  
Sidestreet Entertainment, Inc.  
Singular Productions LLC  
SKE Productions, LLC  
Skydance Pictures, LLC  
Somma Productions, Inc.

Stage 29 Productions, LLC  
Storyteller Production Co., LLC  
Summerdale Productions, LLC  
Summit Productions, LLC  
Sunny Television Productions, Inc.  
Superstar Productions USA Inc.

Tenth Planet Productions Inc.  
Topanga Productions, Inc.  
Touchstone Television Productions, LLC  
dba ABC Studios  
Trackdown Productions, Inc.  
Tree Tree Tree, Inc.  
Triage Entertainment, LLC  
Triple Point Productions LLC  
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Turner Films, Inc.  
Turner North Center Productions, Inc.  
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Valleycrest Productions LTD  
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Vinton Productions, Inc.

Walt Disney Pictures  
Warner Bros. Television  
Waveform Productions LLC  
Woodridge Productions, Inc.

YANDR Productions, LLC  
YNFS Productions LLC