

July 22, 2020

**2020 MEMORANDUM OF AGREEMENT BETWEEN  
THE SCREEN ACTORS GUILD-AMERICAN FEDERATION  
OF TELEVISION AND RADIO ARTISTS AND  
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as “SAG–AFTRA” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “the Alliance” or “the AMPTP”), on behalf of the Producers listed on Attachments A-1 and A-2 hereto (each hereinafter respectively referred to as “the Producer” and collectively referred to as “the Producers”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the current agreements between the parties, *i.e.*, the Producer-SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement, as amended by the 2017 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers (hereinafter referred to as the “SAG-AFTRA Codified Basic Agreement of 2017” and the “2017 SAG-AFTRA Television Agreement” for convenience and collectively, the “Agreements”).<sup>1</sup> Except as modified herein, the terms of the current agreements between the parties shall remain the same, subject to conforming changes. The appropriate provisions herein shall be incorporated in the Producer–SAG-AFTRA Codified Basic Agreement of 2020 and the 2020 SAG-AFTRA Television Agreement. Wherever reference in this Memorandum of Agreement is made to “Schedules,” such reference shall mean the Schedules appended to the Codified Basic Agreement.

Except when another effective date is specified, the minimum wage rates set forth in this Memorandum of Agreement shall be effective as of July 1, 2020, and the working conditions shall be effective beginning on the first Sunday following the date that the AMPTP receives notice of ratification.

**1. Term**

The term of the Producer–SAG-AFTRA Codified Basic Agreement of 2020 and the 2020 SAG-AFTRA Television Agreement shall be for three (3) years, commencing on July 1, 2020 and terminating on June 30, 2023.

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<sup>1</sup> As reflected in Item 31 of this Memorandum of Agreement, the parties have not finalized the Producer-SAG-AFTRA Codified Basic Agreement of 2017 and the 2017 SAG-AFTRA Television Agreement.

*Amend Section 36 of the General Provisions of the SAG-AFTRA Codified Basic Agreement of 2017 to read as follows:*

**“36. TERM AND EFFECTIVE DATE”**

“A. The term of this Agreement shall commence on July 1, 2020 ~~July 1, 2017~~ and shall terminate on June 30, 2020 2023, but continue thereafter until terminated by either party on at least sixty (60) days’ written notice.

“B. This Agreement is intended as a codification of: (1) the Producer-SAG-AFTRA Codified Basic Agreement of 2014 2017 and (2) the 2017 2020 Memorandum of Agreement Between the Screen Actors Guild-American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers for Successor Agreements to the Producer-SAG-AFTRA Codified Basic Agreement of 2014 2017 and the 2014 2017 SAG-AFTRA Television Agreement. Services rendered under previous Agreements, and motion pictures subject to those respective Agreements, shall be governed by such Agreements, respectively.

“C. The effective date of this Agreement shall be July 1, 2017 July 1, 2020. Except as specifically otherwise provided, the provisions hereof relating to wage increases shall be effective on and after ~~July 1, 2017~~ July 1, 2020, and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date. Except as specifically otherwise provided, the provisions hereof relating to working conditions shall be effective on and after [*the first Sunday following the date the AMPTP receives notice of ratification*] and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date.”

*Amend Section 52 of the 2017 Television Agreement to read as follows:*

**“52. TERM AND EFFECTIVE DATE”**

“The term of this Agreement shall be for a period commencing July 1, 2017 2020 and expiring June 30, 2020 2023, but continue thereafter until terminated by either party on at least sixty (60) days’ written notice.

“The effective date of this Agreement shall be July 1, 2017 2020. Except as specifically otherwise provided, the provisions hereof relating to wage increases shall be effective on and after July 1, 2017 2020 and shall apply to services rendered on and after

such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date, and the provisions hereof relating to working conditions shall be effective on and after [*the first Sunday following the date the AMPTP receives notice of ratification*] and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date.”

*Make conforming changes.*

2. **Minimums** (Union Proposal No. 4)

- a. Except as provided in subparagraphs b. and c. below and subject to Item 3.c. below, increase the minimum salary rates in the 2017 SAG-AFTRA Codified Basic Agreement and 2017 SAG-AFTRA Television Agreement by two and one-half percent (2.5%) effective July 1, 2020; by an additional three percent (3%) effective July 1, 2021; and by an additional three percent (3%) effective July 1, 2022. These increases shall be compounded.
- b. Freeze the network prime time rerun ceilings in Section 18(b)(1)b) of the Television Agreement.
- c. Freeze all allowances and adjustments in the SAG-AFTRA Codified Basic Agreement and Television Agreement.

3. **SAG-AFTRA Health Plan and SAG Pension Plan/AFTRA Retirement Fund** (Union Proposal No. 8.A.)

a. **SAG-AFTRA Health Plan**

- i. Except as provided in subparagraphs b. and c. below, Producers agree to increase the health contribution rate to the SAG-AFTRA Health Plan in Section 34 (Pension and Health Plans) of the General Provisions of the Codified Basic Agreement and Section 22 of the Television Agreement by one percent (1.0%) for motion pictures, the principal photography of which commences on or after July 1, 2020, so that the total aggregate pension and health contribution rate increases from eighteen and one-half percent (18.5%) to nineteen and one-half percent (19.5%). When contributions are payable to the SAG-AFTRA Health Plan and the SAG Pension Plan, the portion of the total aggregate contribution rate payable to the SAG-AFTRA Health Plan shall increase from seven and thirty-one hundredths percent (7.31%) to eight and thirty-one hundredths percent (8.31%) for those motion pictures. When contributions are payable to the

SAG-AFTRA Health Plan and the AFTRA Retirement Fund, the portion of the total aggregate contribution rate payable to the SAG-AFTRA Health Plan shall increase from eight and four hundred fifteen thousandths percent (8.415%) to nine and four hundred fifteen thousandths percent (9.415%) for those motion pictures.

- ii. Producers agree to increase the health contribution rate to the SAG-AFTRA Health Plan in Sideletter K of the Television Agreement by one percent (1.0%) for new one (1) hour series, the pilot or presentation for which commences principal photography on or after July 1, 2020, so that the total aggregate pension and health contribution rate increases from fifteen and one-half percent (15.5%) to sixteen and one-half percent (16.5%). When contributions are payable to the SAG-AFTRA Health Plan and the SAG Pension Plan, the portion of the total aggregate contribution rate payable to the SAG-AFTRA Health Plan shall increase from six and thirty-one hundredths percent (6.31%) to seven and thirty-one hundredths percent (7.31%) for those motion pictures. When contributions are payable to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund, the portion of the total aggregate contribution rate payable to the SAG-AFTRA Health Plan shall increase from seven and six thousand seven hundred twenty-five ten-thousandths percent (7.6725%) to eight and six thousand seven hundred twenty-five ten-thousandths percent (8.6725%) for those motion pictures. (The contribution rate of fifteen and one-half percent (15.5%) shall otherwise remain unchanged under Sideletter K.)
- b. The contribution rate shall remain at thirteen and one-half percent (13.5%) during the term of the Agreements under (i) Section 5.2.A. of the General Provisions of the SAG-AFTRA Codified Basic Agreement solely in connection with Supplemental Market payments for distribution on “cassettes” during the term of the Agreements and (ii) Paragraph 1.B. of the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media for residual payments payable for paid permanent downloads (aka “Download-to-Own” or “Electronic Sell Through” (“EST”)).
- c. The Union shall have the right to allocate up to one-half percent (0.5%) of the negotiated increases in minimum salary rates in the second and/or third years of the Agreements to the health or pension/retirement contribution rate set forth in Section 34 (Pension and Health Plans) of the General Provisions of the Codified Basic Agreement and Section 22 of the Television Agreement as provided in Item 3.a. above by giving notice thereof to the AMPTP before December 31, 2020 and/or December 31, 2021, as applicable; provided that any increase in the retirement contribution rate to the AFTRA Retirement Fund shall not be taken into account in calculating any benefit payable under the AFTRA Retirement

Fund. In the event that the Union exercises its right to do so in either or both contract year(s), the health or pension/retirement contribution rate shall increase by the amount of the allocation up to one-half percent (0.5%) for each such year, and the increase in salary rates for that contract year shall be reduced by the corresponding percentage up to one-half percent (0.5%).

For example, in the event that the Union elects before January 1, 2021 to allocate to the pension/retirement contribution rates one-half percent (0.5%) of the negotiated increases in the minimum salary rates effective July 1, 2021, the pension/retirement contribution rates set forth in Section 34 (Pension and Health Plans) of the General Provisions of the Codified Basic Agreement and Section 22 of the Television Agreement will increase by one-half percent (0.5%) for motion pictures, the principal photography of which commences on or after July 1, 2021, and the increase in salary rates effective July 1, 2021 shall be reduced by one-half percent (0.5%).

- d. Require annual adjustment in the allocation of contributions to conform to the 57%/43% Target Ratio pursuant to the procedure set forth in Section 22(a)(3) of the Television Agreement.

4. **Money Break for Fittings** (Union Proposal No. 5)

*Increase the money break for fittings under Schedule A, Section 16.A.(2) of the Codified Basic Agreement as follows:*

“(2) Fittings on a day prior to work:

“When a day performer is fitted on a day prior to the day on which he works, he shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over \$1,200 per day (over \$1,400 per day with respect to contracts entered into on or after July 1, 2020) shall not be entitled to any compensation for such fittings.”

5. **Schedule Breaks** (Union Proposal No. 10)

*Increase the “per week” schedule breaks for television motion pictures in Schedule G-II and Schedules H-II and H-III and Schedule F for term contract and multiple picture performers in television (and make conforming changes to Schedules D and E) by modifying the relevant provisions in Section 11 of the General Provisions of the Codified Basic Agreement (and make conforming changes) as provided below:*

“Schedule D -- Television multiple picture performers receiving \$5,000 or less per week (\$5,150 or less per week for contracts entered into on or after July 1, 2020) and guaranteed less than \$32,000 per television picture and theatrical multiple picture

performers receiving \$6,200 or less per week and guaranteed less than \$60,000 per theatrical picture.

“Schedule E -- Television contract performers whose weekly guaranteed salary is \$5,000 or less per week (\$5,150 or less per week for contracts entered into on or after July 1, 2020) and theatrical contract performers whose weekly guaranteed salary is \$6,200.

“Schedule F -- Television contract performers whose weekly guaranteed salary is in excess of \$5,000 per week (more than \$5,150 per week for contracts entered into on or after July 1, 2020) and theatrical contract performers whose weekly guaranteed salary is in excess of \$6,200 per week; television multiple picture performers receiving more than \$5,000 per week (more than \$5,150 per week for contracts entered into on or after July 1, 2020) or who are guaranteed \$32,000 or more per television picture; theatrical multiple picture performers receiving more than \$6,200 per week or who are guaranteed \$60,000 or more per theatrical picture; performers employed under television "deal contracts," or otherwise, who are guaranteed \$32,000 or more per television picture; performers employed under theatrical "deal contracts," or otherwise, who are guaranteed \$65,000 or more per theatrical picture; performers employed in multi-part closed-end pictures receiving more than \$4,650 per week and who are guaranteed \$40,000 or more for the multi-part picture.

“Schedule G-I -- Professional singers employed by the day.

“Schedule G-II -- Professional singers employed by the week on television at \$5,000 or less per week (\$5,150 or less per week for contracts entered into on or after July 1, 2020) and professional singers employed by the week on theatrical productions at \$6,200 or less per week.

“Schedule H, Part I -- Stunt performers employed by the day.

“Schedule H, Part II -- Stunt performers employed by the week on television at \$5,000 or less per week (\$5,150 or less per week for contracts entered into on or after July 1, 2020) and stunt performers employed by the week on theatrical productions at \$6,200 or less per week.

“Schedule H, Part III -- Stunt performers employed by the week on television at more than \$5,000 per week (more than \$5,150 per week for contracts entered into on or after July 1, 2020) and stunt performers employed by the week on theatrical productions at more than \$6,200 per week.”

6. **Stunt Performers Under Schedule H, Part II on Episodic Series** (Union Proposal No. 12)

*Modify CBA, Schedule H-II, Section 8 as follows:*

**“8. OVERTIME**

“Overtime shall be computed and paid pursuant to the provisions of Section 13 of Schedule B which is incorporated herein and made a part hereof, except that all overtime pay shall be based upon the stunt performer's aggregate or adjusted compensation, except on a day on which the performer travels only, the performer's compensation shall be computed and paid on his base compensation without any adjustments. A performer engaged on a television motion picture (other than an episodic series) whose gross compensation for his workweek, including base pay and adjustments, exceeds \$4,650 per week (\$5,000 per week for contracts entered into on or after July 1, 2015 (\$5,150 per week for contracts entered into on or after July 1, 2020), on television motion pictures or and a performer engaged on a theatrical motion picture whose gross compensation exceeds \$6,000 per week (\$6,200 per week, for contracts entered into on or after July 1, 2015 on theatrical motion pictures) shall not be subject to this Schedule, but shall be subject to the provisions of Schedule H, Part III.”

*Make conforming changes.*

7. **Covered Background Actors (Television) Under Schedule X, Part I** (Union Proposal No. 2)

*Modify Section 1(c) of Schedule X, Part I of the 2017 SAG-AFTRA Codified Basic Agreement as follows:*

**“1. SCOPE OF SCHEDULE AND RECOGNITION**

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“(c) The terms and conditions of this Schedule X, Part I shall apply:

“(1) For motion pictures, the principal photography of which commences between July 1, 2020 and June 30, 2021:

“(a) to the first twenty-one (21) background actors (excluding swimmers, skaters and dancers, but including stand-ins<sup>29</sup>) employed each day on each television motion picture; and

\* \* \* \*

“(2) For motion pictures, the principal photography of which commences on or after July 1, 2021:

“(a) to the first twenty-two (22) background actors (excluding swimmers, skaters and dancers, but including stand-ins<sup>29</sup>) employed each day on each television motion picture; and . . .”

*Make conforming changes.*

8. **Residuals for Derivative New Media Productions** (Union Proposal No. 6.D.)

*Increase the residual for Derivative New Media Productions in Section B.3.(b)(i)(A) and (B) of Sideletter H of the Television Agreement (and Sideletter No. 21 of the Codified Basic Agreement) as follows:*

“(b) Use on Advertiser-Supported Platforms Within One Year Following Expiration of the Thirteen Week Period

“(i) If the Producer desires to use the Derivative New Media Production on advertiser-supported platforms beyond the thirteen (13) consecutive week period, but within one (1) year of the expiration of the thirteen (13) consecutive week period, then the Producer shall make a residual payment to each performer in the amount set forth in subparagraphs A) or (B) below as consideration for a twenty-six (26) consecutive week period of use, commencing with the first day that the Derivative New Media Production is available for use on any advertiser-supported platform following the expiration of the thirteen (13) consecutive week period:

“(A) ~~\$20.00-\$25.00 for Derivative New Media Productions that are ten (10) minutes or less in length (\$22.00 for Derivative New Media Productions, the principal photography of which commences on or after July 1, 2018, that are ten (10) minutes or less in length); or~~

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<sup>29</sup> In the case of one-half hour and one (1) hour television motion pictures, up to three (3) stand-ins per call are not to be counted against the maximum number of “covered” background actors.

“(B) ~~\$25.00-\$30.00 for Derivative New Media Productions that exceed ten (10) minutes in length (\$27.00 for Derivative New Media Productions, the principal photography of which commences on or after July 1, 2018, that exceed ten (10) minutes in length).~~”

9. **High Budget SVOD Programs** (Union Proposal No. 6.C.)

*Modify Sideletter H of the Television Agreement (and Sideletter No. 21 of the Codified Basic Agreement) to provide as follows with respect to High Budget SVOD Programs:*

a. **Prospective Application**

A High Budget SVOD series that continues in production on or after July 1, 2020 and was grandfathered, and remains grandfathered, pursuant to Paragraph E.1. of the 2017 Sideletter re Programs Made for New Media (*i.e.*, it is subject to the 2014 or 2011 Sideletter re Programs Made for New Media, as applicable) shall continue to be grandfathered if it continues to meet the test in Paragraph E.1. of the applicable Sideletter and shall not be subject to the 2020 Sideletter re Programs Made for New Media, except that negotiated increases in the minimum salary rates and fringe rates shall apply.

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

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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 Producer 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 the 2020 Sideletter re Programs Made for New Media.

<sup>2</sup> The Producer shall notify SAG-AFTRA 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 SAG-AFTRA's request, the

subject to grandfathering (*i.e.*, the 2017 Sideletter re Programs Made for New Media shall apply instead of the 2020 Sideletter re Programs Made for New Media), except that negotiated increases in the minimum salary rates and fringe rates shall apply.

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.

Examples of grandfathering scenarios are attached hereto as Exhibit 1 [*see Attachment B*].

b. **“High Budget SVOD Programs” Defined**

The terms and conditions set forth in Paragraph E. of the 2020 Sideletter re Programs Made for New Media shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter “High Budget SVOD Programs”) and are not “grandfathered:”

Length of Program as Initially Exhibited*	“High Budget” Threshold
20-35 minutes	\$1,300,000 \$1,000,000 and above (\$1,030,000 and above effective July 1, 2022) (See below for certain programs or series budgeted at less than \$1,300,000 as of June 30, 2020)
36-65 minutes	\$2,500,000 \$1,700,000 and above (\$1,750,000 and above effective July 1, 2022) (See below for certain programs or series budgeted at less than \$2,500,000 as of June 30, 2020)
66 minutes or more	\$3,000,000 and above

\* Programs less than 20 minutes are not considered “high budget” for purposes of this Sideletter, regardless of their budgets.

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Producer must make an unredacted license agreement available for inspection at the Producer's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

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 minute 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 Paragraph B. if a “Derivative New Media Production” (other than a “High Budget SVOD Program”) or Paragraph D. if an “Original New Media Production” (other than a “High Budget SVOD Program”) of the 2020 Sideletter re Programs Made for New Media, 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>

c. **Residuals for Use on the Original Domestic SVOD Platform and Foreign SVOD Platform(s)**

- i. Increase the applicable ceiling set forth in Paragraph E.5.(a)(ii) of the Sideletter re Programs Made for New Media 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.

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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 Producer 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 2020 Sideletter re Programs Made for New Media.

<sup>4</sup> The Producer shall notify SAG-AFTRA 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 SAG-AFTRA’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

- (2) Increase the “Percentage of ‘Total Actual Compensation’ (Subject to Applicable Ceiling) Payable for Residuals” in Paragraph E.5.(a)(ii)(A) as follows:
- “(A) Percentage of ‘Total Actual Compensation’ (Subject to Applicable Ceiling) Payable for Residuals.

<u>Exhibition Year*</u>	<u>Percentage of ‘Total Actual Compensation’ (Subject to Applicable Ceiling)</u>
Year 1*	<u>35.0%</u> <u>45%</u>
Year 2	<u>30.0%</u> <u>40%</u>
Year 3	<u>30.0%</u> <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.

- (3) Modify the foreign Exhibition Year percentages for “Percentage of Domestic Residual” set forth in Paragraph E.5.(a)(iii)(A)1) of the Sideletter re Programs Made for New Media so that the foreign residual is calculated at thirty-five percent (35%) of the domestic residual during all Exhibition Years.

d. **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 2.A.(4)(b) of Sideletter I of the Television Agreement (and Sideletter No. 21 of the Codified 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 2.A.(4)(b)(A) and (B) of Sideletter I of the Television Agreement (and Sideletter No. 21 of the Codified Basic Agreement) 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 2.A.(4)(b) of Sideletter I of the Television Agreement (and Sideletter No. 21 of the Codified Basic Agreement) 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 2.A.(4)(b)(ii) (*i.e.*, 6% of “Distributor’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.

It is understood that the foregoing provisions do not affect the free streaming window in the second paragraph of Paragraph E.5.(d) of the 2020 Sideletter re Programs Made for New Media.

10. **Inspection Rights Under Sideletter re Programs Made for New Media**

*Add the following new Paragraph J. (re-letter current Paragraph J. (“Sunset Clause”) to Paragraph K.) as the penultimate paragraph of the Sideletter re Programs Made for New Media in the Codified Basic Agreement and the Television Agreement to provide:*

**J. Agreements.**

“On a semi-annual basis, within ten (10) business days after such request, the Producer shall provide for inspection by SAG-AFTRA’s designated employee or auditor, at Producer’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, SAG-AFTRA's designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected.

"The provisions of this Paragraph J. 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.*

## 11. **Subscriber Count**

*Add a new Paragraph E.7. to Sideletter No. 21 re Programs Made for New Media in the 2020 Codified Basic Agreement (and Sideletter H re Programs Made for New Media in the 2020 Television Agreement) as follows:*

### **7. Subscriber Count for High Budget SVOD Programs**

- "(a) 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 Paragraph E. 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.
- "(b) 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.
- "(c) 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.

- “(d) The following shall apply to a new subscription consumer pay platform that launches on or after July 1, 2020:
- “(i) Such platform is encouraged to enter into good faith discussions with the Union 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 this Sideletter pertaining to High Budget SVOD Programs.
- “(ii) 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 the 90<sup>th</sup> day after 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 7.(a) above.
- “(iii) Absent any agreement to the contrary between the new subscription consumer pay platform and the Union:
- “(A) 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.
- “(B) Residuals for High Budget SVOD Programs that commence principal photography prior to the ninetieth (90th) 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.
- “The special crediting provisions applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers as provided in Paragraph E.4.(e)(i) shall continue to apply to the Program even if the platform has 20 million or more domestic subscribers on the 90th day after launch, but shall not be applicable towards the payment of residuals.”

*Make conforming changes, including by deleting the last paragraph of Paragraph E.5(a)(ii)(B) of Sideletter No. 21 re Programs Made for New Media (and Sideletter H in the Television Agreement), which is incorporated in the above provisions.*

12. **“Bundled” Subscription Consumer Pay Platforms**

“UNPUBLISHED SIDELETTER

As of July 1, 2020

“Carol A. Lombardini  
President  
Alliance of Motion Picture and Television Producers  
15301 Ventura Blvd., Bldg. E  
Sherman Oaks, CA 91403

**Re: “Bundled” Subscription Consumer Pay Platforms**

“Dear Carol:

“During the negotiations for the 2020 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement (collectively, the ‘2020 SAG-AFTRA Agreements’), the parties discussed the difficulty of determining 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, (e.g., Amazon Prime). Ultimately, the parties reached agreement on the number of domestic subscribers that certain of those platforms (e.g. Amazon Prime) will be considered to have for the first year of the 2020 SAG-AFTRA Agreements.

“Should an issue arise during the term of the 2020 SAG-AFTRA Agreements as to the number of domestic subscribers to a subscription consumer pay platform in these circumstances, the parties will enter into good faith discussions to reach agreement on the number of domestic subscribers to be attributed to that platform for purposes of applying the provisions of the Sideletter Re Programs Made for New Media to the 2020 SAG-AFTRA Agreements pertaining to High Budget SVOD Programs. In such discussions, the parties shall be guided by their previous agreements.

“If the parties cannot reach agreement on the number of domestic subscribers for that platform, the issue will be submitted to a ‘best offer’ arbitration (that is, each party shall submit to the arbitrator its offer for the number of domestic subscribers and the arbitrator shall choose from the two figures offered). The parties will meet to discuss the list of potential arbitrators to decide this issue within sixty (60) days of the effective date of the 2017 SAG-AFTRA Agreements. If the parties cannot agree upon the list of potential arbitrators, the arbitrator shall be selected utilizing the procedure in Section 9.F.(3) of the

General Provisions of the SAG-AFTRA Codified Basic Agreement and using the Los Angeles list of arbitrators.

“Sincerely,

“David P. White

“Agreed:

“Carol A. Lombardini

13. **Subscriber Tier for Peacock**

UNPUBLISHED SIDELETTER

As of July 1, 2020

“David P. White  
National Executive Director  
SAG-AFTRA  
5757 Wilshire Boulevard  
Los Angeles, California 90036

“Re: **Peacock Subscriber Tier**

“Dear David:

“This will memorialize that in the 2020 SAG-AFTRA negotiations, the parties reached agreement on the subscriber tier applicable to Peacock for purposes of applying the provisions of the Sideletter Re Programs Made for New Media to the 2020 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement (collectively, “SAG-AFTRA Agreements”) pertaining to High Budget SVOD Programs. For the first year of the 2020 SAG-AFTRA Agreements (*i.e.* July 1, 2020 to June 30, 2021), Peacock shall be considered to be a bundled service with at least one million (1,000,000) and up to five million (5,000,000) domestic subscribers. During the second and third years of the Agreement, the parties shall determine the subscriber tier in accordance with the “‘Bundled’ Subscription Consumer Pay Platforms” sideletter dated July 1, 2020.

“Sincerely,

“Carol A. Lombardini

**“ACCEPTED AND AGREED:**  
**SAG-AFTRA**

By: 

David P. White  
National Executive Director

14. **Subscriber Tier for Amazon Prime**

UNPUBLISHED SIDELETTER

As of July 1, 2020

“David P. White  
National Executive Director  
SAG-AFTRA  
5757 Wilshire Boulevard  
Los Angeles, California 90036

**“Re: Amazon Prime Subscriber Tier**

“Dear David:

“The parties agree that Amazon Prime shall be considered to be a bundled service with at least twenty million (20,000,000) and up to forty-five million (45,000,000) domestic subscribers for the first year of the 2020 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement (collectively, “SAG-AFTRA Agreements”) (*i.e.*, July 1, 2020 to June 30, 2021). During the second and third years of the 2020 SAG-AFTRA Agreements, the parties shall determine the subscriber tier in accordance with the “Bundled” Subscription Consumer Pay Platforms” sideletter dated July 1, 2020.

“Sincerely,

“Carol A. Lombardini

**“ACCEPTED AND AGREED:**  
**SAG-AFTRA**

By: 

David P. White

National Executive Director

15. **Subscriber Tier for Apple TV+**

UNPUBLISHED SIDELETTER

As of July 1, 2020

“David P. White  
National Executive Director  
SAG-AFTRA  
5757 Wilshire Boulevard  
Los Angeles, California 90036

“Re: **Apple TV+ Subscriber Tier**

“Dear David:

“This will memorialize that in the 2020 SAG-AFTRA negotiations, the parties reached agreement on the subscriber tier applicable to the Apple TV+ platform for purposes of applying the provisions of the Sideletter Re Programs Made for New Media to the 2020 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement (collectively, “SAG-AFTRA Agreements”) pertaining to High Budget SVOD Programs. For the first year of the 2020 SAG-AFTRA Agreements (*i.e.* July 1, 2020 to June 30, 2021), Apple TV+ shall remain in subscriber Tier 3, which applies to services with more than five million (5,000,000) but fewer than twenty million (20,000,000) domestic subscribers. During the second and third years of the Agreement, the parties shall determine the subscriber tier in accordance with the parties’ “Bundled” Subscription Consumer Pay Platforms” sideletter dated February 20, 2020.

“Sincerely,

“Carol A. Lombardini

CAL:ldv

**“ACCEPTED AND AGREED:**  
**SAG-AFTRA**

By:

  
\_\_\_\_\_  
David P. White

National Executive Director

16. **Subscriber Tier for HBO Max**

UNPUBLISHED SIDELETTER

As of July 1, 2020

“David P. White  
National Executive Director  
SAG-AFTRA  
5757 Wilshire Boulevard  
Los Angeles, California 90036

“Re: **HBO Max Subscriber Tier**

“Dear David:

“The parties agree that HBO Max shall be considered to be a service with over five million (5,000,000) but fewer than twenty million (20,000,000) domestic subscribers for the first year of the 2020 SAG-AFTRA Codified Basic Agreement and the 2020 SAG-AFTRA Television Agreement (*i.e.*, July 1, 2020 to June 30, 2021).

“Sincerely,

“Carol A. Lombardini

CAL:ldv

**“ACCEPTED AND AGREED:**  
**SAG-AFTRA**

By:   
\_\_\_\_\_  
David P. White  
National Executive Director

17. **HBO Max (Producers' Proposal No. 4)**

*Add a Sideletter to the SAG-AFTRA Codified Basic Agreement and Television Agreement to provide:*

“The parties have discussed a new media over-the-top (‘OTT’) platform called ‘HBO Max’ (‘Max’). Max launched on May 27, 2020, during the negotiations for the

successors to the 2017 SAG-AFTRA Codified Basic Agreement and 2017 SAG-AFTRA Television Agreement (collectively, the ‘SAG-AFTRA Agreements’), but before the effective date of the 2020 SAG-AFTRA Agreements. The following confirms the parties’ agreement concerning the application of the SAG-AFTRA Agreements to Max.

“Max will offer over-the-top delivery of HBO’s pay television service and will carry all of that service’s programming (such programming, whether available on all, one, or any combination of the HBO linear service, HBO Go, and HBO Now, will be referred to collectively as the ‘Pay Television Service’). Max will also offer motion pictures and programs initially exhibited in theatrical and television markets (such motion pictures and programs will be referred to as ‘Library Content’). Finally, Max will offer original New Media productions made for initial exhibition on Max.

“Consumers can access Max by subscribing to Max directly. In addition, some subscribers to the Pay Television Service (such as subscribers to HBO Now and those who subscribe to HBO through DIRECTV, AT&T TV or AT&T U-verse TV, and other third party video distributors) will be given the opportunity to access Max at no additional charge by authenticating their Pay Television Service subscription and then accessing the Max platform via a log-in process. In the future, consumers may also be able to access and subscribe to Max through other means, since Max is actively negotiating with other carriers and services to offer Max through their respective platforms.

“Based on the foregoing facts, the parties reached the following understanding:

- “1. All programs or motion pictures, including Library Content, made available or exhibited on the Pay Television Service and, therefore, made available on Max shall be treated as though exhibited on HBO’s over-the-top pay television service pursuant to Sideletter No. 30 to the Codified Basic Agreement or Sideletter U to the Television Agreement re: Over-the-Top Service of Pay Television Service, as applicable.
- “2. Programs Made for HBO: With respect to programs made for initial exhibition on the Pay Television Service, the percentage residual payment set forth in Section 78(c)(1) shall apply if a program is available on the Pay Television Service and, therefore, on Max, even if the program is available on only one of those services or platforms.
- “3. Library Content: Except as provided in Paragraph 1 above, exhibition on Max of: (1) covered theatrical motion pictures, the principal photography of which commenced on or after July 1, 1971; (2) television motion pictures covered under this Agreement or any prior Screen Actors Guild Television Agreement, the principal photography of which commenced on or after July 20, 1952; (3) television motion pictures produced under Exhibit A or The CW Supplement to the 2011 or any predecessor AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973; and (4) programs produced primarily for the videodisc/videocassette market under Section 2.A.(1) of Exhibit

E to the 2011 or any predecessor AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973 shall be subject to the percentage residual formula set forth in Paragraph 1.A. ('License for Limited Period or Fixed Number of Exhibitions') of Sideletter No. 22 to the Codified Basic Agreement or Sideletter I to the Television Agreement re: Exhibition of Motion Pictures Transmitted via New Media, as applicable.

- "4. Programs Made for Max: Programs made for initial exhibition on Max shall be classified as programs made for a subscription consumer pay platform ('SVOD'). The number of subscribers to Max for purposes of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement re: Programs Made for New Media shall include those who subscribe to Max directly, as well as those who access Max by authenticating their Pay Television Service and logging in to the Max platform.<sup>1</sup>

"Subscribers to the Pay Television Service who are not offered access to Max through their third-party video distributor, and who do not subscribe directly to Max, will not be included as a Max subscriber. Likewise, Pay Television subscribers who are given the opportunity to access Max at no additional charge, but who do not actually authenticate their Pay Television Service subscription or otherwise 'opt in' to access the Max platform, shall not be included as Max subscribers.

"The parties recognize that Max is a new and emerging platform, and that its business model is subject to change. Therefore, the provisions of this Agreement shall expire on the termination date of the 2020 SAG-AFTRA Agreements and will be of no force and effect thereafter; however, this Agreement shall continue to apply to programs, the principal photography of which commenced on or before the termination date of this Agreement, or which were subject to a license agreement entered into on or before the termination date of this Agreement. No later than sixty (60) days before the termination date of the 2020 SAG-AFTRA Agreements, the parties will meet to negotiate any changes to this Agreement."

*Make conforming changes.*

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<sup>1</sup> Should access to Max be offered at no additional charge with the sale of a product or another subscription or service fee, only those individuals who log in to the Max platform will be counted as a Max subscriber. Further, individuals who access Max on a promotional basis at no additional charge for no more than thirty (30) days will not be counted as Max subscribers.

18. **Nudity and Sex Scenes** (Union Proposal No. 11.C.)

a. *Modify Section 43 of the Codified Basic Agreement as follows:*

**“43. NUDITY AND SEX ACTS<sup>1</sup>**

**“A. Notification and Casting Notice**

“(1) The Producer's representative will notify the performer (or his/her representative) of any nudity or sex acts expected in the role (if known by managementProducer at the time) prior to the firstan interview or audition.

“(2) If known by Producer at the time of issuance, the casting notice shall specify any nudity or sex acts expected in the role and/or any nudity required in the interview or audition.

“(3) If the performer has already been cast at the time that Producer learns of any nudity or sex acts expected in the role, it shall notify the performer as soon as practicable.

**“B. Auditions and Interviews**

“(1) Sex acts are prohibited during any audition.

“(2) andNudity is prohibited during any audition or interview, except at one (1) final call back audition. When nudity is required at a final call back audition:

“(a) The performer shall have the absolute right to have a person of the performer's choice present at that audition.

“(b) Total nudity shall not be required at auditions or interviews; the performer shall be permitted to wear "pasties" and a G-string or its equivalent.

“(c) No still photography or recording of nudity will be authorized by the Producer without the prior written consent of the performer.

“(d) Only those essential to the casting process may be present. The number of individuals present shall be limited to the fewest necessary for the casting of the role. Remote viewing via the use of monitors or any other device that allows observation without the person being present shall be

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<sup>1</sup> During the 2020 negotiations, the parties confirmed that the provisions of the Codified Basic Agreement do not permit and have never permitted a Producer to request that a performer engage in real sex acts.

restricted to those essential to the casting process. Any person present at such an audition or viewing remotely must identify his/her name and title, and must be visible to the performer.

“(e) Recording using personal devices, including cell phones/mobile devices or personal cameras, will be prohibited.”

“During any rehearsal or filming involving nudity or sex acts, the set shall be closed to all persons having no business purpose in connection with the production. [The foregoing sentence has been moved to the new Section D.(1) below.]

“C. No still photography of nudity or sex acts shall be authorized by the Producer without the prior written consent of the performer. [The foregoing sentence has been moved to the new Section E.(1) below.]

#### “DC. Consent

“(1) The appearance of a performer in a nude or sex scene in which nudity or sex acts are required of the performer, or the doubling of a performer in such a scene, shall be conditioned upon his or her prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. Producer shall submit the proposed written consent to the performer at least forty-eight (48) hours prior to performer’s call time on the day the scene is to be shot, unless the role is cast less than forty-eight (48) hours in advance of the performer’s call time on the day the scene is to be shot or the Producer has engaged a performer less than forty-eight (48) hours in advance of the performer’s call time on the day the scene is to be shot to replace another performer who was previously contracted to perform the scene. In those cases, the proposed written consent shall be submitted at the earliest practicable time.

“SuchThe written consent must include a general description as to the extent of the nudity and the type of physical contact required in the scene, and the script page(s) of the relevant scene(s), if available, will be attached. In addition, the performer shall be provided with the name and phone number of a designated Producer representative and/or a hotline number, if available, for the performer to address questions about the interpretation or application of the written consent.

“(2) Performer has the right to withdraw consent at any time prior to photography. If a performer has agreed to appear in such scenes and then withdraws his or her consent, Producer shall have the right to double, but consent may not be withdrawn as to film already photographed. To the extent that the Producer exercises its right to double or uses digital technology to do so, (e.g., CGI and/or visual effects), the parameters of the written consent previously given

by the performer shall still apply. Producer shall also have the right to double children of tender years (infants) in nude scenes (not in sex scenes).

“(3) It is understood that Producer may not use digital technology to depict the performer as nude or as engaging in a sex act for which consent would be necessary under this provision, except as otherwise provided in this Section 43.

**“D. Production**

“(1) During any productionrehearsal or filming involving nudity or sex scenesacts, the set shall be closed to all persons having no business purpose in connection with the productionwho are not essential to the filming or rehearsal of the scene(s). Observation by means of monitors shall likewise be restricted to those who are essential to the filming or rehearsal of the scene(s).

“(2) Recording using personal devices, including cell phones/mobile devices or personal cameras, will be prohibited on a closed set.

“(3) Producer shall advise the director and line producer or UPM of the parameters of the performer’s consent to appear nude or as engaging in sex acts.

“(4) A cover-up, such as a bathrobe, shall be provided to a performer who is nude or who is only wearing modesty garments when the performer is on set and not engaged in rehearsing or shooting the scene, or, if practicable, when there is a pause in rehearsing or shooting.

**“E. Still Photography**

“(1) No still photography of nudity or sex acts willshall be authorized by the Producer to be made without the prior written consent of the performer.

“(2) Unused still photography of nudity or sex acts will be stored in a secure facility or on a secure system which can only be accessed by individuals with an essential business purpose.

**“F. Promotional Material/Publicity/Trailers**

“Use of footage or still photography of nudity in any promotional materials, publicity or trailers shall be conditioned upon the performer’s prior written consent, which may be included in the same document as the written

consent described in Section C.(1) above for the performer's appearance in the nude scene."

- b. *Modify Section 17 of Schedule X, Part I and Schedule X, Part II as follows:*

**"17. NUDITY AND SEX ACTS<sup>[FN]</sup>**

"(a) The Producer's representative will notify background actor of any nudity or sex acts expected in the role (if known by management at the time) at the time of the call.

"(b) During any production rehearsal or filming involving nudity or sex actsscenes, the set shall be closed to all persons having no business purpose in connection with the production who are not essential to the filming or rehearsal of the scene(s). Observation by means of monitors shall likewise be restricted to those who are essential to the filming or rehearsal of the scene(s).

"(c) Recording using personal devices, including cell phones/mobile devices or personal cameras, will be prohibited on a closed set.

"(d) No still photography of nudity or sex acts willshall be authorized by the Producer to be made without the consent of the background actor, which may be obtained in the same document as the written consent described in subsection (e) below for the background actor's appearance in the scene requiring nudity or sex acts of the background actor.

"(d) The appearance of athe background actor in a nude or sex scene in which nudity and/or sex acts are required of the background actor shall be conditioned upon the background actor providing prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. If a background actor has agreed to appear in such scenes and then withdraws his or her consent, Producer shall have the right to double or replace, but consent may not be withdrawn as to film already photographed. Producer shall also have the right to double or replace children of tender years (infants) in nude scenes (not sex scenes). To the extent that the Producer exercises its right to double or uses digital technology to do so (e.g., CGI and/or visual effects), the parameters of the written consent previously given by the background actor shall still apply.

"(f) A covering shall be provided to a background actor who is nude or who is only wearing modesty garments when the background actor is on set and not engaged in rehearsing or shooting the scene, or, if practicable, when there is a pause in rehearsing or shooting.

“(g) It is understood that Producer may not use digital technology to depict the background actor as nude or as engaging in a sex act for which consent would be necessary under this provision, except as otherwise provided in this Section 17.”

(eh) If not notified of nudity and/or sex acts in advance, the background actor retains the right to refuse and is entitled to a full day of pay without prejudice. Producer retains the right to require the background actor to do other background actor work, in lieu thereof, if such other background actor work exists.

“(i) Use of footage or still photography of nudity in any promotional materials, publicity or trailers shall be conditioned upon the background actor’s written consent, which may be included in the same document as the written consent described in subsection (e) above for the background actor’s appearance in the nude scene.”

“<sup>[FN]</sup> During the 2020 negotiations, the parties confirmed that the provisions of the Codified Basic Agreement do not permit and have never permitted a Producer to request that a background actor engage in real sex acts.”

- c. *The AMPTP shall issue the following bulletin to the major background actor casting agencies within thirty (30) days of receipt of notice of ratification:*

**“NOTICE TO BACKGROUND ACTOR CASTING AGENCIES:**

“During the negotiations for the 2020 SAG-AFTRA Codified Basic Agreement and 2020 SAG-AFTRA Television Agreement (collectively, “SAG-AFTRA Agreements”), the parties discussed the process for casting background actors when nudity and/or sex acts<sup>1</sup> will be required for the engagement and the importance of notifying a background actor of any such nudity and/or sex acts prior to booking.

“In the event a Producer makes a request for a background actor to appear nude and/or engage in sex acts, you should ask the Producer to provide you with as much information as possible regarding what will be required of the background actor in the nude and/or sex scene (*e.g.*, what the background actor will be wearing, which body part(s) will be visible, what action(s) the background actor will be required to perform, whether and how the background actor will be

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<sup>1</sup> During the 2020 negotiations, the parties confirmed that the SAG-AFTRA Agreements do not permit and have never permitted a Producer to request that a background actor engage in real sex acts.

required to interact with other individual(s)). This information should be communicated to the background actor prior to booking, so that he/she has an understanding of what the engagement requires and can decide whether or not to accept the engagement.”

19. **Auditions in Hotel Rooms/Private Residences** (Union Proposal No. 11.B.)

*Add the following as a new Section 47.B. to the Codified Basic Agreement (and reletter the current Section 47.B. to 47.C):*

**“47. CASTING**

“A. Casting which is done outside the studio shall be conducted on a business-like basis, with regular business hours and telephone service.

“B. No audition shall be conducted in a private hotel room or residence where the performer is alone with representatives of production, except that in the event that no alternative site is available for an audition, the performer shall be entitled to have a person of the performer’s choice present and allowed to maintain physical access to the performer at all times during the audition, provided that the person abides by applicable Company policies.”

\* \* \*

*Make conforming changes.*

20. **Harassment Prevention Policy** (Union Proposal No. 11.A.)

*Add a new Section 61 to the General Provisions of the Codified Basic Agreement (and make conforming changes to add a new Section 84 to the Television Agreement) to provide as follows:*

**“61. HARASSMENT PREVENTION POLICY**

“A. Each Producer is committed to maintaining a working environment that is free from unlawful harassment. In addition, each Producer is committed to complying with applicable laws prohibiting harassment in the workplace.

“B. In the event that an employee believes that there has been a violation of this Section 61, the employee should immediately inform the Producer or its designated representative. Should a complainant request the assistance of the Union, the Union will refer the complainant to the Producer’s applicable policies and encourage the complainant to notify the Producer. When authorized by the complainant, the Union representative shall immediately make the complaint known to a designated representative of the Producer.

“Once the Producer is informed of any such complaint, the Producer shall investigate promptly. Upon conclusion of the Producer’s investigation, the Producer will take action it deems appropriate and warranted.

“C. Producer shall make reasonable efforts to maintain the confidentiality of the complaint and investigation, as appropriate.

“D. Producer shall not unlawfully retaliate against any employee who, in good faith, raises a *bona fide* complaint or participates in an investigation pursuant to this Section 61.

“E. The matters covered in this Section 61 are not subject to the provisions of Section 9 (“Arbitration”) of the General Provisions, other than a dispute concerning discipline or termination for an employee’s violation of the Producer’s policies. Producer and any individual employee may agree that any matters covered in this Section 61 are subject to arbitration pursuant to a personal services agreement to the extent permitted by law.

*Make conforming changes.*

21. **Scanning and Digital Doubles** (Union Proposal No. 3)

During the term of the Agreements, the parties agree to convene a meeting of labor and management representatives to discuss the digital scanning of performers and background actors by Producers of live action motion pictures.

22. **Broadcast Syndication Sales of Dramatic Programs** (Producers’ Proposal No. 1)

Modify Section 18(b)(2), Section 78(d)(1) and Section 82(c)(2)b and 82(c)(3) of the SAG-AFTRA Television Agreement, as well as Paragraphs B.3.(e).(i) and D.3.(c).(i) of Sideletter H to the SAG-AFTRA Television Agreement (and the applicable provisions of Sideletter No. 21 of the SAG-AFTRA Codified Basic Agreement) to provide a percentage residual formula of six percent (6%) of “distributor’s gross receipts” (as defined in Section 5.2 E. of the General Provisions of the Producer – SAG-AFTRA Codified Basic Agreement) for a new license entered into on or after July 1, 2020 for “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 motion pictures or programs are produced under the 2020 SAG-AFTRA Television Agreement or any prior SAG, AFTRA or SAG-AFTRA Agreement 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 television motion pictures and High Budget SVOD Programs in network prime time as provided in Section 18(b)(1) or to promotional reruns as provided in Section 18(b)(3) of the Television Agreement or to exhibitions in prime time on The CW. Advance payment of "distributor's gross receipts"-based residuals for use in broadcast syndication as provided herein shall not be permitted under any contract with a performer entered into on or after July 1, 2020. In addition, the foregoing does not apply to a license agreement, including options, entered into prior to July 1, 2020. 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 includes an option to license all subsequent seasons of the series also to broadcast syndication. Because the license agreement is in effect before July 1, 2020, the sale of all seasons of the series under that license, even pursuant to the options, would not be covered by this provision.

The payment required hereunder includes health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund (hereinafter "health and pension/retirement contributions"), as applicable, for motion pictures, the principal photography of which commenced before July 1, 1998; health and pension/retirement contributions shall be paid in addition to the payment required hereunder for motion pictures, the principal photography of which commenced on or after July 1, 1998. No IACF or AICF contributions shall be due in connection with such payments.

The Producer will prepare an annual statement of the "Distributor's gross receipts" for the 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 Producer from the licensing to broadcast syndication of such motion pictures and programs and may be inspected by SAG-AFTRA at the premises of the Producer upon notice by SAG-AFTRA.

In addition, the parties confirm that SAG-AFTRA will have the right to audit these gross receipts-based residuals payments, and such audits shall be subject to the provisions of Section 6.1 of the Codified Basic Agreement.

On a semi-annual basis, within ten (10) business days after a request by SAG-AFTRA, the Producer shall provide for inspection by the Union's designated employee or auditor, at Producer's premises in Los Angeles, copies of all unredacted license, distribution and other agreements pertaining to domestic broadcast syndication of covered pictures that were entered into during the immediately preceding period.<sup>1</sup> In any subsequent

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<sup>1</sup> The Union'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.

semi-annual inspection, SAG-AFTRA's designated employee or auditor may re-inspect any agreements previously inspected and inspect any agreements not previously inspected. The information provided by the Producer to SAG-AFTRA, or made available for its inspection, will be treated as confidential pursuant to Section 6.1 of the Codified Basic Agreement, and appropriate arrangements will be made to safeguard the confidentiality of that information.

Stunt coordinators shall participate in the rateable distribution to performers hereunder with respect to free television motion pictures, pay television motion pictures, and covered New Media programs that were produced under this Agreement, the 2017 or 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 SAG Television Agreement, the principal photography of which commenced on or after June 10, 2009, and free television motion pictures produced under Exhibit A or The CW Supplement to the 2011 AFTRA Network Code, the principal photography of which commences on or after July 1, 2011.

With respect to basic cable programs, stunt coordinators shall participate in the rateable distribution to performers hereunder for basic cable programs produced under this Agreement, the 2017 or 2014 SAG-AFTRA Television Agreement, or the 2011 or 2009 Producer-SAG Basic Cable (Live Action) Agreement, the principal photography of which commenced on or after June 10, 2009. This paragraph shall also apply to basic cable programs produced under a prior agreement with SAG, AFTRA or SAG-AFTRA covering live action dramatic basic cable programs for which principal photography commenced on or after June 10, 2009, if the prior agreement applied the terms of the Producer-SAG Basic Cable (Live Action) Agreement, or for which principal photography commenced on or after July 1, 2011, if the prior agreement applied the terms of Exhibit A or The CW Supplement to the AFTRA Network Code.

Except as provided above, stunt coordinators shall not participate in the rateable distribution to performers.

*Make conforming changes to the Codified Basic Agreement and Television Agreement, including but not limited to modifying Section 18(b)(2)e of the Television Agreement, Sideletter B re: Waiver re Domestic Free Television Residuals for One-Hour Dramatic Series of the Television Agreement, Sideletter B-1 re: Waiver re Domestic Free Television Residuals for Long-Form Television Motion Pictures of the 2014 SAG-AFTRA Television Agreement and prior SAG Television Agreements, and Sideletter B-2 to Section 18(b)(2)c – Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households of the Television Agreement.*

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23. **Treatment of Made-for-Television Motion Pictures and SVOD Programs When Initial Exhibition is on a Different Platform on Television or in New Media**  
(Producers' Proposal No. 2)

*Add a Sideletter to the SAG-AFTRA Television Agreement (and to the Codified Basic Agreement) to provide:*

“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 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 agree 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, Producer shall pay any additional initial compensation necessary to meet the minimums applicable to the form of hire on the platform of initial exhibition within thirty (30) days of initial exhibition. In addition, when a program is made for television or made for an SVOD platform and is then initially exhibited on an AVOD platform as its primary market, rather than the platform for which the program was made, the residual formula for exhibition of the program on the AVOD platform shall be the same residual formula that applies to a derivative new media production made for an AVOD platform initially released on an AVOD platform.

“The parties recognize that a special circumstance exists when a program is made for an SVOD platform that allows crediting of amounts paid to a series or term contract performer “in excess of 65% of the minimum, but not to exceed the minimum” (as provided in Paragraph E.4.(e)(i) of Sideletter H of the Television Agreement (Sideletter No. 21 of the Codified Basic Agreement)) and the program is initially exhibited on a platform that does not provide for such crediting. In that circumstance, the Producer agrees that it will not apply the crediting in Paragraph E.4.(e)(i) for residuals purposes. Conversely, when a program is made for a platform that does not allow crediting of amounts paid to a series or term contract performer at “in excess of 65% of the minimum, but not to exceed the minimum” (as provided in Paragraph E.4.(e)(i) of Sideletter H of

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<sup>1</sup> Neither a limited theatrical exhibition under Paragraph (2) of the Sideletter Q re: Limited Theatrical Exhibition of Series Episode(s) and MOWs of the Television Agreement or a limited AVOD release under Paragraph E.5.(d) of Sideletter H re: Programs Made for New Media of the Television Agreement or Paragraphs 2.A.(1) and (2) of Sideletter I re: Exhibition of Motion Pictures Transmitted Via New Media is intended as an exhibition in the primary market as provided in this Sideletter.

the Television Agreement (Sideletter No. 21 of the Codified Basic Agreement)) and the program is initially exhibited on a platform that does provide for such crediting, the Producer agrees that it will not apply that form of crediting.

“Examples:

- “1. Producer produces thirteen (13) episodes of a one-hour series made for basic cable. Before those episodes are exhibited, the basic cable service decides that it does not want the series. Producer then sells the series to network television where it is initially exhibited. In that situation, the residuals are determined as if the episodes were made for network television. In addition, Producer agrees to apply the “major role” provisions as if those thirteen (13) episodes were made for network television.
- “2. Producer produces three (3) episodes of a 20-35 minute High Budget SVOD series budgeted at more than \$2,100,000 per episode for initial exhibition on an SVOD platform with fewer than 20 million subscribers; however, those episodes are instead initially exhibited on a different SVOD platform with 20 million or more subscribers. Residuals are determined based on the platform of initial exhibition, and, in addition, the Producer is not entitled to credit residuals for series or term contract performers according to the provisions applicable to High Budget SVOD Programs made for platforms with fewer than twenty million subscribers (*i.e.*, crediting of amounts in excess of 65% of the minimum, but not to exceed the minimum).
- “3. Producer produces a pilot and seven (7) episodes of a series for network prime time television, but before those episodes are exhibited, the network decides that it no longer wants the series. Producer then sells the pilot and seven (7) episodes to an SVOD platform with 20 million or more subscribers which orders three (3) additional episodes, all of which are initially exhibited on that SVOD platform. Residuals for those eleven (11) episodes are calculated according to the formulas that apply to programs made for the SVOD platform. (It is understood that the terms and conditions applicable to the three (3) additional episodes that are made for and initially exhibited on the SVOD platform are those applicable to the SVOD platform, subject to any contrary terms and conditions expressly set forth in the performer’s personal services agreement.)

“It is understood that the foregoing applies to television motion pictures and SVOD programs produced under this and any prior Television 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 SAG-AFTRA Television Agreement.”

*Make conforming changes.*

24. **Air Travel** (Producers' Proposal No. 3)

*Modify the first paragraph of Section 35.D. ("Air Travel") of the Codified Basic Agreement (and make conforming changes to Section 38 of Schedule X, Part I and Section 39 of Schedule X, Part II to allow coach class air travel for all non-stop flights that are less than 1,000 air miles), to provide:*

"D. Transportation

"(1) Air Travel

"Business class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer, except that coach class air travel shall be permissible in the following circumstances: (a) for domestic flights that are less than 1,000 airline miles when the flight is non-stop from the departure point to the final destination; (b) for non-stop flights between Los Angeles and Vancouver; (c) ~~for non-stop flights that are less than 1,000 miles between the United States and Vancouver or between the United States and Toronto;~~ if a substantial number of the company is being transported; (d) if six or more performers and/or background actors travel together in the same class on the same flight; or (e) for auditions and interviews. The foregoing shall apply to jet flights as well as to prop-driven aircraft. Charter flights may be used which provide substantially equivalent accommodations.

"When the Producer requires the performer to travel by coach class, Producer shall provide elevated coach class travel (e.g., Economy Plus, Extended Leg Room, etc.) when available. Performers who travel by coach class shall be reimbursed by Producer for baggage fees and costs of in-flight meals, provided that the performer submits to the Producer a request for reimbursement with appropriate receipts within thirty (30) days after the flight. For coach class travel on flights outside North America, Producer agrees to provide performer with access to an airport lounge and priority boarding, if available.

"If a performer covered under this Agreement would be required to travel in coach class, but another employee employed on the same production by the same Producer is traveling on the same flight and the other employee is entitled to travel in a higher class of transportation pursuant to the minimum terms of the collective bargaining agreement under which he/she is employed, then the performer covered under this Agreement shall be upgraded to the same class of transportation as is afforded to the other employee. The foregoing shall not apply when the travel is pursuant to subsections (c), (d); or (e) or (f) of the first paragraph of this Section 35.D.(1).

“If business class transportation is not available and coach class travel is not permissible as described above, then the Producer shall provide first class transportation to the performer.”

25. **Arbitrator List** (Union Proposal No. 1)

The parties agree to add Gail Migdal Title as a replacement for Arbitrator Michael Rappaport to the Los Angeles Arbitrator List, given that Arbitrator Rappaport retired. The parties shall jointly contact Arbitrator Title to confirm her inclusion on the List.

The Los Angeles Arbitrator List under the 2020 CBA and TV Agreement shall be (in alphabetical order):

Sara Adler  
Norman Brand  
Mark Burstein  
Douglas Collins  
Joel Grossman  
Fred Horowitz  
Stuart Mandel  
Sol Rosenthal  
Gail Migdal Title

26. **Safety Training for Stunt Performers** (Producers’ Proposal No. 8)

Stunt performers will participate in mandatory safety training provided by CSATF. The parties agree that stunt coordinators and stunt performers shall be consulted in the development of such safety training. Funding of a stipend (\$20 per hour) for required training shall be paid through IACF. Required classes and implementation to be discussed.

27. **Harassment Prevention Training for Performers and Background Actors**  
(Producers’ Proposal No. 9)

Harassment prevention training provided through CSATF shall be required for performers and background actors. Funding of a stipend (\$20 per hour) for required training shall be paid through IACF. Implementation to be discussed.

28. **Discussion Items** (Union Proposal No. 14)

The parties shall convene not later than December 31, 2021 to review and discuss the following subjects:

- a. Alternative animal safety monitoring services

- b. Appropriately qualified hair and makeup professionals and adequate products and equipment for all performers, in particular for those performers from marginalized communities such as performers of color, women and senior performers.
  - c. Translation and Cultural Consultant Services
  - d. Performance Capture
  - e. Engage a performer as either an individual or a business entity
  - f. Self-taping of interviews/auditions
  - g. Stunt Coordinators working long hours under a flat deal
  - h. Travel per diem requirements
29. **Waiver of New York City Earned Safe and Sick Time Act and Other Similar Laws**  
(Producers' Proposal No. 10)
- The parties have agreed to a letter, dated April 30, 2020, sent under separate cover to SAG-AFTRA and modified by the Union's Exhibit G emailed to Producers on May 19, 2020, and will modify Section 61 of the General Provisions, Section 70 of Schedule X, Part I and Section 65 of Schedule X, Part II of the 2017 CBA, accordingly.
30. **Update the Cross-References for the Reuse of Photography or Sound Track from a High Budget SVOD Program** (Producers' Proposal No. 11)
- Make non-substantive revisions to Paragraph 3 ("Reuse of Photography or Sound Track in New Media or on an MVPD AVOD Service") in the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media (and make other confirming changes) to take into account that those provisions apply to the reuse of photography or sound track from a High Budget SVOD Program. Currently, Paragraph E.4.(c) of the Sideletter re Programs Made for New Media cross-references the reuse provisions in Sideletter re Exhibition of Motion Pictures Transmitted Via New Media, but that Sideletter has not been modified to account for the reuse of High Budget SVOD Programs.
31. **Commitment to Drafting Process** (Producers' Proposal No. 13)

The parties commit to complete the drafting process for the 2017 and 2020 Codified Basic Agreements and Television Agreements within six (6) months following ratification.

32. **Renewal of Expiring Clauses** (Union Proposal No. 13; Producers' Proposal No. 14)

All of the provisions of the 2017 SAG-AFTRA Codified Basic Agreement and Television Agreement shall continue and all sunset clauses renewed for the term of the successor agreements, including:

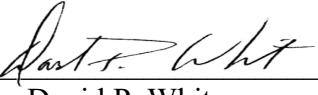
- a. Renew the following provisions in the Codified Basic Agreement:
  - i. Schedule A, Section 32.F.(2) (Travel Time – Rules and Definitions, Studio Zone (New York))
  - ii. Schedule B, Section 44.B.(2) (Travel Time, Studio Zone (New York))
  - iii. Schedule C, Section 41.B.(2) (Travel Time, Studio Zone (New York))
  - iv. Schedule E, Section 32.B.(2) (Travel Time, Studio Zone (New York))
  - v. Schedule K, Part I, Section 22.E.(2) (Travel Time – Rules and Definitions, Studio Zone (New York))
  - vi. Schedule K, Part II, Section 27.B.(2) (Travel Time, Studio Zone (New York))
  - vii. Sideletter No. 21 Re Programs Made For New Media (as modified in the 2020 negotiations)
  - viii. Sideletter No. 22 Re Exhibition of Motion Pictures Transmitted Via New Media (subject to non-substantive modifications in the 2020 negotiations)
- b. Renew the following provisions in the Television Agreement:
  - i. Section 19(c)(5) (Additional Compensation For Theatrical Rights - Special Residual Provisions for Long-Form Television Motion Pictures)
  - ii. Sideletter K (Special Conditions for Pilots, Presentations and New Series) (as modified in the 2020 negotiations)
  - iii. Sideletter H Re Programs Made For New Media (as modified in the 2020 negotiations)
  - iv. Sideletter I Re Exhibition of Motion Pictures Transmitted Via New Media (subject to non-substantive modifications in the 2020 negotiations)

v. Sideletter Q Re Limited Theatrical Exhibition of Series Episode(s) and MOWs.

**ON BEHALF OF THE PRODUCERS IN THE MULTI-EMPLOYER UNIT LISTED ON ATTACHMENT A HERETO, REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol A. Lombardini

**ON BEHALF OF SAG-AFTRA**

By:  Date: \_\_\_\_\_  
David P. White

## ATTACHMENT A-1

### **PRODUCER – SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2020 AUTHORIZATION LIST**

40 North Productions, LLC	Camdrew Productions LLC
300 Pictures, Inc.	Canada Premiere Pictures Inc.
1440 Productions, LLC	Captive Productions, LLC
3000 Pictures, Inc.	Carnival Row Productions, LLC
4423 Productions LLC	Cartoon Network Studios, Inc.
ABC Signature Studios, Inc.	Castle Rock Pictures, Inc.
Acacia Productions, Inc.	CBS Studios Inc.
Acid Zoo Productions, LLC	Charlestown Productions LLC
Adobe Pictures, Inc.	Chime Productions, LLC
Alameda Productions, LLC (d/b/a Legendary Alameda Productions, LLC)	Chuck Productions, Inc.
Albemarle Productions, Inc.	Circle Q Productions LLC
Alive and Kicking, Inc.	Classic Films Inc.
Ambient Sounds Productions LLC	Columbia Pictures Hybrid Productions, Inc.
Apple Studios LLC	Columbia Pictures Industries, Inc.
Asgard Productions LLC	Coupon Productions, Inc.
Asgard Productions II LLC	CPT Holdings, Inc.
Asgard Productions III LLC	Crescent Productions, Inc.
Asgard Productions IV LLC	Crown City Pictures Inc.
Assembled Productions LLC	Culver Productions, Inc.
Assembled Productions II LLC	Dakota North Entertainment, Inc.
Assembled Productions III LLC	Dark Country Productions, Inc.
Atlantic 2.1 Entertainment Group, Inc.	Delta Blues Productions LLC
Avery Pix, Inc.	Digisynd, Inc.
Avoca Productions, Inc.	Digital 360 Productions, Inc.
Back Breaker Films, Inc.	Digital 49 Productions, Inc.
Backlight Productions LLC	Disney Television Animation
Base Light Productions LLC	DreamWorks Animation L.L.C.
Battle Investments, Inc.	DreamWorks Animation Television, LLC
Big Indie Pictures, Inc.	Dutch Boy Productions, LLC
Black Label Media, LLC	DW Dramatic Television L.L.C.
Blanchflower, LLC	DW SKG TV L.L.C.
Blaze Films, Inc.	DW Studios Productions L.L.C.
Bonanza Productions Inc.	DWP Productions, Inc.
Breakout Kings Productions, LLC	Dyminium Productions, LLC
Brightstar Fox Productions LLC	E&E Industries (US) Inc.
Califon Productions, Inc.	Eat Pray Love Productions, Inc.
	ELP Communications
	Emerald City Pictures, LLC
	Eye Productions Inc.

Famous Players, Inc.  
Film 49 Productions, Inc.  
FilmPool, Inc.  
Final Space, LLC  
Finger Guns Productions LLC  
Fox Square Productions, Inc.  
Frank & Bob Films II, LLC  
Freelance Restorations LLC  
Fresh Out Pictures, Inc.  
FTP Productions, LLC

Galaxy Three Productions, Inc.  
Garden Films Productions, Inc.  
Goosebumps Productions, LLC  
Got Talent, LLC  
Gotta Dance, Inc.  
Gotta Step Productions, Inc.  
Gravitational Productions, LLC  
GWave Productions, LLC

Halfworld Productions LLC  
Happy Puppet Productions, Inc.  
Hard Breaker Productions, Inc.  
Harmony Gold Productions, Inc.  
Hazardous Productions, LLC  
Hi'ilawe Productions, Inc.  
Hold Fast Productions, LLC  
Hop, Skip & Jump Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
Huckleberry Industries (US) Inc.  
Hydronaut Productions, LLC

I.B.C.C. Films, Inc.  
In Development, LLC  
Incredible Productions LLC  
Infinity Productions LLC  
Infinity Productions II LLC  
Infinity Productions III LLC  
Iron Works Productions LLC  
Iron Works Productions II LLC  
Iron Works Productions III LLC

Jack & Jill Productions, Inc.  
Jax Media, LLC

Jay Squared Productions LLC  
Jump 21 Productions, LLC  
Juniper Productions, Inc.

K-Kid Productions, Inc.  
Kapital Productions LLC  
Katy Mac Session Productions  
Kelley Productions, Inc. dba David E. Kelley Productions  
Kenwood TV Productions, Inc.  
Kerner Films, LLC  
Keystone TV Productions LLC  
Kiki Tree Pictures Inc.  
Kimoyo Productions LLC  
Kimoyo Productions II LLC

Lakefront Productions, Inc.  
Legendary Features Productions US, LLC  
Legendary Pictures Productions, LLC  
Lennox House Pictures Inc.  
Leverage Productions, Inc.  
LGTV Productions, Inc.  
Limbo Productions I LLC  
Linear Productions LLC  
Lost Lambs Productions, Inc.  
Louisiana Premiere Productions LLC  
Love Child Pictures, LLC

Madison Productions, Inc.  
Magnificent Videos, LLC  
Main Gate Productions LLC  
Main Lot Productions LLC  
Mardi Gras Louisiana, LLC  
Marvel Animation Studio LLC  
Marvel Eastern Productions LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Miles Deep Productions, Inc.  
Milk Street Productions, LLC  
Minim Productions, Inc.  
Monster House, Inc.  
Mutiny Pictures Inc.  
MVL East Coast Productions LLC

Net 2.0 Productions, Inc.

New Horizons Picture Corp.  
New Line Productions, Inc.  
New Regency Productions, Inc.  
Next Step Productions LLC  
Ninjutsu Pictures Inc.  
NM Talent Inc.  
NonCal Animation, Inc.  
Northwest Shadow, LLC  
Not Specific Productions, Inc.  
Nova Prime, Inc.  
NS Pictures, 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  
Over the Pond Productions, Inc.  
Overland Films, Inc.

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Pandemic Productions LLC  
Panther Film Productions US, Inc.  
Parallax TV Productions LLC  
Paramount Overseas Productions Inc.  
Paramount Pictures Corporation  
Partricks Road Productions II, Inc.  
Passenger Productions, Inc.  
Patch Bay Productions LLC  
Perdido Productions, Inc.  
Pet II Productions Inc.  
Phoenix Film Group, LLC  
Picrow, Inc.  
Picrow Streaming Inc.  
Pinnacle 2 Productions, LLC  
Pixar Talking Pictures  
Pool Mate Pictures, LLC  
PP21 Productions LLC  
Pretend Wife Productions, Inc.  
Produced Bayou, Inc..  
Proximity Productions LLC

Pym Particles Productions LLC  
Pym Particles Productions II LLC  
Pym Particles Productions III LLC

Quadra Productions, Inc.

Race Point Entertainment, Inc.  
Radius Films, Inc.  
Random Pictures Inc.  
Real Heaven, Inc.  
Reassembled Productions LLC  
Red Zone Pictures, Inc.  
Redemption Pictures, Inc.  
Remote Broadcasting, Inc.  
Restless Productions, Inc.  
Retro, Inc.  
Riot of Colour, Inc.  
Riverboat Productions, LLC  
Romanoff Productions LLC  
Rose City Pictures, Inc.  
Rozar Pictures, LLC  
Ruff Draft Productions, LLC  
Rush Hour Productions,  
    dba Rush Hour P.I.  
Rutherford Bench Productions, Inc.

S&K Pictures, Inc.  
Salty Pictures, Inc.  
Sample Size, Inc.  
San Vicente Productions, Inc.  
Scope Productions, LLC  
Screen Gems Louisiana, LLC  
Screen Gems Productions, Inc.  
Second Family, LLC  
Seven Pounds Productions, Inc.  
Shadow Animation, LLC  
Shouldn't Throw Stones, Inc.  
Singular Productions LLC  
Sky Productions, LLC  
SLO Productions Inc.  
SM Film Productions, Inc.  
Sneak Preview Productions, Inc.  
Sony Pictures Animation, Inc.  
Sony Pictures Television Inc.  
South Circle Productions LLC  
South Rock Productions LLC

St. Giles LLC  
Stage 6 Films, Inc.  
Starz Family Productions, LLC  
Starz Heels Productions, LLC  
Starz P-Town Productions, LLC  
Starz Valley Productions, LLC  
Static Productions LLC  
Step-Up Productions, Inc.  
Stewie Productions, Inc.  
Stonestreet Studios Inc.  
Storyteller Production Co., LLC  
STX Animation, LLC  
STX Productions, LLC  
Sub-Urban Productions, Inc.  
Sunday Show Pictures, Inc.  
Supreme Productions LLC  
Supreme Productions II LLC

Talent Court Productions Inc.  
Thai Sniper, Inc.  
Thai Vampire, Inc.  
The SKPS Company  
Theoretical Pictures, Inc.  
Thespians LLC  
Thine Selves Productions LLC  
Thwip Productions LLC  
Tibernia Productions, Inc.  
Tiny Tot Productions, Inc.  
Topanga Productions, Inc.  
Touchstone Television Productions, LLC  
    dba ABC Studios  
Trackdown Productions, Inc.  
Triple Point Productions LLC  
Tristar Productions, Inc.  
Tristar Television, Inc.  
Turner Films, Inc.  
Tuppence and Trolls Productions, LLC  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation

Ultra-Vi Productions, Inc.  
Uncommon Productions LLC  
United Artists Pictures Inc.  
Universal Animation Studios LLC  
Universal City Studios LLC  
Universal Content Productions LLC

Upside Down Productions Inc.  
Vampires-R-Us, Inc.  
Velvet Hell Productions, Inc.  
Vertical Hold Productions LLC  
Vinton Productions, Inc.  
Vita-Ray Productions LLC  
Vita-Ray Productions II LLC  
Vita-Ray Productions III LLC  
VT1 Productions, Inc.

WAG Pictures Inc.  
Walt Disney Pictures  
Warbird Productions LLC  
Warbird Productions II LLC  
Warner Bros. Animation Inc.  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Specialty Productions Inc.  
Warner Specialty Video Productions Inc.  
Water Man Productions, LLC  
Waveform Productions LLC  
Williams Street Productions, LLC  
Woodridge Productions, Inc.

X-Mas Hollywood Films, Inc.

YANDR Productions, LLC  
YNFS Productions LLC

**ATTACHMENT A-2**

**2020 PRODUCER – SAG-AFTRA TELEVISION AGREEMENT  
AUTHORIZATION LIST**

40 North Productions, LLC	DreamWorks Animation Television, LLC
1440 Productions, LLC	DW Dramatic Television L.L.C.
4423 Productions LLC	DW SKG TV L.L.C.
ABC Signature Studios, Inc.	DW Studios Productions L.L.C.
Acacia Productions, Inc.	DWP Productions, Inc.
Acid Zoo Productions, LLC	Dyminium Productions, LLC
Alameda Productions, LLC (d/b/a Legendary Alameda Productions, LLC)	E&E Industries (US) Inc.
Alive and Kicking, Inc.	ELP Communications
Ambient Sounds Productions LLC	Emerald City Pictures, LLC
Apple Studios LLC	Eye Productions Inc.
Atlantic 2.1 Entertainment Group, Inc.	Film 49 Productions, Inc.
Avoca Productions, Inc.	FilmPool, Inc.
Backlight Productions LLC	Final Space, LLC
Base Light Productions LLC	Finger Guns Productions LLC
Big Indie Pictures, Inc.	Fox Square Productions, Inc.
Black Label Media, LLC	Frank & Bob Films II, LLC
Blanchflower, LLC	FTP Productions, LLC
Bonanza Productions Inc.	Got Talent, LLC
Breakout Kings Productions, LLC	GWave Productions, LLC
Brightstar Fox Productions LLC	Halfworld Productions LLC
Califon Productions, Inc.	Happy Puppet Productions, Inc.
Camdrew Productions LLC	Harmony Gold Productions, Inc.
Captive Productions, LLC	Hold Fast Productions, LLC
Carnival Row Productions, LLC	Hop, Skip & Jump Productions, Inc.
Cartoon Network Studios, Inc.	Horizon Scripted Television Inc.
CBS Studios Inc.	Hostage Productions, Inc.
Circle Q Productions LLC	Huckleberry Industries (US) Inc.
CPT Holdings, Inc.	Hydronaut Productions, LLC
Crescent Productions, Inc.	In Development, LLC
Dakota North Entertainment, Inc.	Jax Media, LLC
Delta Blues Productions LLC	Jay Squared Productions LLC
Digisynd, Inc.	Kapital Productions LLC
Digital 360 Productions, Inc.	Katy Mac Session Productions
Digital 49 Productions, Inc.	
Disney Television Animation	
DreamWorks Animation L.L.C.	

Kelley Productions, Inc. dba David E. Kelley Productions  
Kenwood TV Productions, Inc.  
Kerner Films, LLC  
Keystone TV Productions LLC

Leverage Productions, Inc.  
LGTV Productions, Inc.  
Limbo Productions I LLC  
Linear Productions LLC  
Love Child Pictures, LLC

Madison Productions, Inc.  
Magnificent Videos, LLC  
Main Gate Productions LLC  
Main Lot Productions LLC  
Marvel Animation Studio LLC  
Marvel Eastern Productions LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Milk Street Productions, LLC  
Minim Productions, Inc.

New Horizons Picture Corp.  
New Regency Productions, Inc.  
Next Step Productions LLC  
NM Talent Inc.  
NonCal Animation, Inc.  
Northwest Shadow, LLC  
NS Pictures, Inc.  
Not Specific Productions, 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  
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Pandemic Productions LLC

Parallax TV Productions LLC  
Paramount Overseas Productions Inc.  
Paramount Pictures Corporation  
Partricks Road Productions II, Inc.  
Patch Bay Productions LLC  
Perdido Productions, Inc.  
Pet II Productions Inc.  
Phoenix Film Group, LLC  
Picrow, Inc.  
Picrow Streaming Inc.  
Pinnacle 2 Productions, LLC  
Pixar Talking Pictures  
Pool Mate Pictures, LLC  
PP21 Productions LLC  
Produced Bayou, Inc.  
Proximity Productions LLC

Quadra Productions, Inc.

Race Point Entertainment, Inc.  
Reassembled Productions LLC  
Remote Broadcasting, Inc.  
Retro, Inc.  
Ruff Draft Productions, LLC  
Rush Hour Productions, dba Rush Hour, P.I.  
Rutherford Bench Productions, Inc.

Salty Pictures, Inc.  
San Vicente Productions, Inc.  
Shadow Animation, LLC  
Singular Productions LLC  
Sky Productions, LLC  
Sony Pictures Television Inc.  
South Circle Productions LLC  
South Rock Productions LLC  
St. Giles LLC  
Starz Family Productions, LLC  
Starz Heels Productions, LLC  
Starz P-Town Productions, LLC  
Starz Valley Productions, LLC  
Static Productions LLC  
Step-Up Productions, Inc.  
Stonestreet Studios Inc.  
Storyteller Production Co., LLC  
STX Animation, LLC  
STX Productions, LLC

Talent Court Productions Inc.  
Thespians LLC  
Thine Selves Productions LLC  
Thwip Productions LLC  
Topanga Productions, Inc.  
Touchstone Television Productions, LLC  
dba ABC Studios  
Trackdown Productions, Inc.  
Triple Point Productions LLC  
Tristar Television, Inc.  
Tuppence and Trolls Productions, LLC  
Turner Films, Inc.  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation

Uncommon Productions LLC  
United Artists Pictures Inc.  
Universal Animation Studios LLC  
Universal Content Productions LLC  
Universal City Studios LLC

Vertical Hold Productions LLC  
Vinton Productions, Inc.

WAG Pictures Inc.  
Walt Disney Pictures  
Warner Bros. Animation Inc.  
Warner Bros. Television  
Warner Specialty Productions Inc.  
Warner Specialty Video Productions Inc.  
Waveform Productions LLC  
Williams Street Productions, LLC  
Woodridge Productions, Inc.

YANDR Productions, LLC  
YNFS Productions LLC

## **ATTACHMENT B – 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 the 2014 Sideletter re Programs Made for New Media, and not subject to the 2020 Sideletter re Programs Made for New Media, except that the minimum salary rates and fringe rates would be as negotiated in the 2020 negotiations.

#### **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 Sideletter re Programs Made for New Media, and those terms would remain applicable.

Season 3 would be grandfathered, and would be subject to the 2017 Sideletter re Programs Made for New Media, except that the minimum salary rates and fringe rates would be as negotiated in the 2020 negotiations.

Season 4 would not be grandfathered, and would be subject to the 2020 Sideletter re Programs Made for New Media.

## **ATTACHMENT B – Exhibit 1 (Continued)**

### **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 Sideletter re Programs Made for New Media, and those terms would remain applicable.

Season 1 would be grandfathered, and would be subject to the 2017 Sideletter re Programs Made for New Media except that the minimum salary rates and fringe rates would be as negotiated in the 2020 negotiations.

Season 2 would not be grandfathered, and would be subject to the 2020 Sideletter re Programs Made for New Media.