County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

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MICHAEL D. ANTONOVICH
Fifth District

April 1, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

PUBLIC DEFENDER: APPROVE AGREEMENT WITH Y27 ENTERTAINMENT, INC., REGARDING DOCUMENTARY TELEVISION SERIES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the Access and License Agreement authorizing Y27 Entertainment, Inc., (Producer) to develop and produce a documentary television/cable program, which will focus on the lives of attorneys who work in the Los Angeles County Public Defender's Office (Department).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Producer proposes to produce a high quality television/cable documentary series focusing on the lives of attorneys who work in the Department. The primary focus of the documentary series will be the attorneys' daily lives and how they balance their demanding jobs with their personal lives. The actual cases they are working on will be a secondary focus of the series. The Producer will also use the County's and the Department's intellectual property (copyrights and/or trademarks) owned and/or controlled by the County, such as the name "Los Angeles County" or "County of Los Angeles", the Los Angeles County Seal, and the Department logos, insignias and emblems in the program.

This Access and License Agreement provides benefits for the County, including compensation and the ability to control the use of the Department's intellectual property. This agreement will ensure that the intellectual property retains its integrity and strength. The program will showcase important work performed by the Department.

Implementation of Strategic Plan Goals

Approval of the proposed Access and License Agreement would support the Los Angeles County Strategic Plan Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity, managing effectively the resources we have, and increasing public-private partnerships.

FISCAL IMPACT/FINANCING

The agreement provides the following economic terms:

Option: The Producer has an initial option period of six months. If, prior to the expiration of the option period, the Producer enters into a license agreement for exhibition of the series on a network, the Producer will pay the County two percent (2 percent) of the license fee the Producer receives plus the following amounts:

Profit Participation: Ten percent (10 percent) of one hundred percent (100 percent) of the Producer's profit participation in the series. No other entity, including the Producer, may receive a more favorable definition of profit participation than the County.

Clearance Expenses: Legal fees incurred by the County's outside counsel in connection with review of the pilot, presentation, and each episode, not to exceed $500 per episode.

The amount of revenue to the County will depend upon whether the Producer is able to obtain a license agreement with a network and the amount of the licensing fee and profits.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Significant legal terms of the agreement include the following:

Rights

The County grants to the Producer a non-exclusive license to film and record certain property, intellectual property, and/or trademarks owned/controlled by the County for use in the series. As networks generally require that a producer have exclusive rights to the subject matter, if the Producer is successful in entering into a license agreement for

exhibition of the series on a network, the Producer's right to exhibit a documentary series on the Department will become exclusive.

The County will provide access to Department personnel and facilities for the purpose of filming and recording a documentary television series depicting the daily activities of the men and women of the Department, while on and off duty. Access to Department facilities which are situated within any courthouse requires the permission from the court administration and the Los Angeles County Sheriff's Department, as well as from the Department. Access to Department personnel and facilities will be coordinated through a Department Local Access Liaison. Each Department employee has the option to grant or withhold his/her own permission to be interviewed or to be filmed. Additionally, Department attorney employees, in addition to the power to grant or withhold their own individual permissions, also have the power to determine, in their sole professional discretion, that their clients, clients' family members, friends, or other individuals connected to their clients' cases, or any of them, shall not be interviewed or filmed.

The television rights, which will be granted to the Producer, include the rights to exhibit the series on free, pay, or subscription television. The grant of rights specifically prohibits any merchandising rights in the property.

Security Controls

All access to the Department's personnel, facilities, and investigations are subject to prior approval and sole and absolute discretion of the Department. The Department will allow the Producer to observe Department employees performing their usual duties (subject to the employee's consent and execution of appropriate releases), provided that recording does not interfere, whatsoever, with the performance of the duties of Department personnel. In order to protect the integrity of the Department's work and to maintain the safety of Department personnel, the public and the Producer's personnel, the Producer is required to comply with all reasonable instructions of County personnel. The Department has the right to prohibit any employee or agent of the Producer from filming or participating in the production and limit the number of employees. The Producer also agrees not to air or distribute any of the film until the pending criminal case has been completed, unless otherwise agreed to in writing by the Department; or unless identification of persons involved can be blurred to make the case unidentifiable, subject to the Department's written approval in each instance.

Privacy Controls

The Producer is solely responsible for and must obtain written consent, release, and permission from all non-County employees to be interviewed, utilized, or portrayed in the production, and agrees that County employees will not be involved in obtaining any

form of consent from non-County employees. The Producer indemnifies the County from and against all claims, and expenses related such claims, arising from any failure to obtain such releases.

Creative Controls

The Department will be provided with copies of videotapes of the programs at least seven (7) days before the program is scheduled to broadcast. The County will have the sole discretion to require the Producer to edit, revise, or eliminate sensitive, privileged, and confidential information, and information which may increase the risk of liability to the County or may be in violation of any law or violate any individual's or County employee's rights. The County will have the sole discretion to require the Producer to edit, revise, or delete any scenes which the County determines inaccurately depicts the Department or its employees. The Producer agrees not to derogatorily depict the County, the Department, or their employees, officers, and agents. In order to preserve the strength of the intellectual property and prevent its denigration or tarnishment, the Producer will use the intellectual property in accordance with the Department's guidelines.

Cost Controls

The Producer will create, develop, and film the program at no cost to the County. If any costs (i.e. use of a County facility) are incurred by the County, the Producer will pay the County the appropriate fees. The Producer is prohibited from requiring or requesting Department employees from performing any reconstructed scene, however, Department employees may provide verbal descriptions of the scenes subject to appropriate releases. Any technical or factual advice provided to the Producer by Department employees must be done on personal time.

The Access and License Agreement includes all legally required provisions. The Agreement does not include provisions based on Board policies/directives, as such provisions have not been included in other recent agreements entered into by the County for the development and production of similar reality programs.

The Producer is in compliance with all Board, Chief Executive Officer, and County Counsel requirements.

The Access and License Agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

As the Access and License Agreement grants rights of access, for which the County may subsequently receive compensation should the Producer enter into a License Agreement with a network and as the Agreement is not for the procurement of services, the Department did not conduct a solicitation.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Access and License Agreement will have no direct or significant impact on current services. The programs will be developed and made at no cost to the County. Successful television programming is anticipated to have a positive impact on the morale of County employees, particularly those in the Department, and may positively affect the Department's ongoing recruiting efforts.

CONCLUSION

Following Board authorization to approve the Agreement with Y27 Entertainment Inc., the Executive Officer/Clerk of the Board is requested to call Ms. Joanne Rotstein, at (213) 977-3036 to pick up a copy of the Board Letter and two signed copies of the Agreement with Y27 Entertainment, Inc. Any questions may be directed to Ms. Rotstein at the above number.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
JR:yjf

c: Executive Officer/Clerk of the Board
County Counsel

Attachment

PD.Y2J.bl

ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of APRIL 1, 2008 is entered into between the County of Los Angeles, a public government agency having a principal place of business at 210 West Temple Street, 19th Floor, Los Angeles, California 90012 (hereinafter referred to as "County") and Y27 Entertainment, Inc., a California corporation having a principal place of business address at 9229 Sunset Boulevard, Suite 710, Los Angeles, California 90069, Attn: William L. Abrams, Esq. (hereinafter referred to as "Producer"). This Agreement shall be effective (the "Effective Date") upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors ("Board of Supervisors").

This Agreement is entered into upon the following set of facts:

RECITALS

1. The Los Angeles County Office of the Public Defender ("PDO") is the oldest and largest in the United States. It was here in Los Angeles that this very foundation of our modern criminal justice system was conceived: the appointment of an attorney to those individuals who are unable to hire an attorney for themselves. Today, the PDO remains an innovator in the defense of individual rights, impacting cases heard in courtrooms across the United States. This documentary television series will finally shine the spotlight on these heroic underdogs of the justice system.

2. Producer is interested in developing and producing a one hour pilot and/or series focusing on the lives of the attorneys who work in the PDO, for exhibition on network television, cable network or another designated commercial broadcast network (collectively and individually, the "Network"). The primary focus of the documentary series will be the attorneys' daily lives and how they balance their demanding jobs with their personal lives. The actual cases they are working on will be a secondary focus of the series. The Producer will work with the PDO to select the attorneys featured in the program. All attorneys selected to participate in the series will do so voluntarily. The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Series."

3. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") to the PDO and PDO personnel, as set forth more specifically in Paragraph 4 of this Agreement and (ii) a non-exclusive license ("License") to film and record certain property, intellectual property and trademarks owned and/or controlled by the County as set forth in Exhibit A attached to this Agreement and incorporated into this Agreement by this reference (collectively the "Property") for use in the Series only. The Access Rights and the License are sometimes referred to collectively in this

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Agreement as the "Rights." For the avoidance of doubt, the County grants no merchandising rights in the Property.

4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States for some of the items listed as Property on Exhibit A. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County. County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the favorable and positive identification of the Property and County and the PDO, whether or not such Property has been registered.

5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the PDO's mission, vision and core values (hereinafter referred to as the "Mission, Vision and Core Values") which are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference.

6. Producer believes it would be to its advantage to facilitate the production of a high quality, credible television series portraying the PDO.

7. County would like to (i) grant the Access Rights and to (ii) License the Property to Producer in exchange for compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. <u>OPTION/EXERCISE OF OPTION</u>

(a) In consideration of the Producer developing a documentary-style television series depicting the PDO, County grants to Producer the option ("Option") to (i) obtain the Access Rights on a non-exclusive basis until County's receipt of a written notice of a binding "License Agreement" for the Series, if ever, and thereafter on an exclusive basis as set forth below in Paragraph 1(e) and (ii) obtain a non-exclusive license to use the Property in the Series, commencing on the Effective Date above and continuing thereafter for a period of six (6) months ("Option Period") for the development, production and exhibition of one (1) documentary-style television series for exhibition on a Network and in ancillary markets, including but not limited to, pod casts, DVDs, VOD, wireless media and similar media now known or later devised.

(b) For purposes of clarification, the first season shall be deemed to commence on the first day of principal photography of the pilot/presentation and/or

first episode of the Series and continue thereafter for a period of one (1) year ("First Season"). Each subsequent season of the Series, if any, will commence on the expiration of the immediately preceding season and continue thereafter for a period of one (1) year.

(c) The Option Period will be extended automatically for up to sixty (60) days during any period during which Producer is in substantial negotiations with a third party for the television license of the Series ("License Agreement") and/or to document the License Agreement. Prior to the expiration of the Option Period, Producer will provide the County with written notice of any pending negotiations with a third party for a License Agreement.

(d) Prior to the expiration of the Option Period provided Producer has entered into a binding License Agreement for the Series, Producer may elect, in its sole discretion to exercise the Option for the First Season upon written notice to the County and by payment to County of the amounts set forth in paragraph 2 below. At such time, Producer shall provide County with written notice of the production schedule for the First Season. Producer shall provide County with the production schedule for each subsequent season of the Series, if any, no later than ninety (90) days prior to the commencement of production of the applicable season.

(e) Notwithstanding anything contained in this Agreement to the contrary, upon County's receipt of written notice that a binding License Agreement for the Series has been fully entered into and continuing thereafter for a period of (i) one (1) year from the completion of principal photography of the last Episode of the Series or (ii) one (1) year from the initial exhibition of the last Episode of the Series, whichever period is earlier, the County shall not enter into an agreement granting the right to exhibit to any third party to film and/or record a documentary television series to be based on the PDO. For the avoidance of doubt, County shall not be prohibited from the following:

(i) Contributing to, or participating in, any local, national or international news items and/or documentaries for television or cable news productions regarding the PDO;

(ii) Guest appearances by County personnel on any national television, cable, film, news or other episodes regarding the PDO;

(iii) Any scripted television episode and/or scripted series based in whole or in part on the work of the PDO;

(iv) Granting access to any third party to film and/or record a documentary television series which may on occasion depict personnel of the PDO.

Notwithstanding anything contained herein, Producer acknowledges that pursuant to California law, members of the public may have access to certain and/or similar information provided to Producer by County as a result of the Access Rights granted hereunder.

(f) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license the Rights. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type provided that they do not conflict with Section 1(e).

(g) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

2. SERIES FEES/PROFIT PARTICIPATION/CLEARANCE EXPENSE

(a) Series Fees: On or before the expiration of the Option, but in no event later than commencement of principal photography of any Episode of the Series, Producer, in its sole discretion, may elect upon written notice to exercise the Option by payment to County in an amount equal to two percent (2.0%) of the license fee, Producer receives and/or is entitled to for the production of the Pilot and/or any and all Episodes based upon the PDO and/or the Access Rights and/or the License in Property. The schedule for payment of such fees shall be fifty percent (50%) of the applicable Episode fee upon commencement of principal photography and fifty percent (50%) upon delivery of the applicable Episode, but in no event later than Producer's receipt of all fees in connection with the applicable Episode. Upon full execution of the License Agreement, Producer shall submit documentation to the County evidencing the license fee payable to Producer pursuant to the License Agreement.

(b) Profit Participation: County shall be entitled to receive an amount equal to Ten Percent (10%) of One Hundred Percent (100%) of Producer's profit participation in the Series, which shall include exploitation of the Series from any and all sources in the universe in perpetuity. The profit participation definition accorded County shall be no less favorable than that accorded any other participant, including but not limited to, the definition accorded Producer.

(c) County's Clearance Expenses: Producer shall pay for any actual documented outside legal fees incurred by the County in connection with the review of the pilot, presentation and each Episode of the Series as specified in Paragraph 4, provided that such fees shall not exceed five hundred Dollars ($500.00) per Episode. Producer will include such fees as a line item in the budget for the pilot, presentation and all Episodes of the Series.

3. INTENTIONALLY OMITTED

4. THE SERIES: ACCESS RIGHTS/LICENSE IN PROPERTY/APPROVALS/ CONTROLS

(a) Access Rights:

(i) In exchange for the consideration payable to the County and other promises set forth in this Agreement, County agrees to grant "Access Rights" to the PDO on a non-exclusive basis to Producer, as follows:

(1) PDO personnel and facilities. Access to PDO facilities which are situated within any courthouse requires permission from the court administration and the Los Angeles County Sheriff's Department ("LASD"), as well as from the PDO. In addition to any conditions imposed by the Court Administration or the LASD for such access to PDO facilities, the PDO imposes its own conditions for access to PDO personnel and facilities, including, but not limited to, the following:

a. Local Access Liaison. The PDO will designate individuals to serve as local liaisons for facilitating physical access to each of the PDO facilities and to PDO employees and others whom the PDO encounters in providing its services (hereafter, "Local Access Liaison").

b. Notice. Producer shall provide at least three business days (excluding County holidays (i.e., New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day) notice to a Local Access Liaison of its desire to film at a PDO facility.

c. Individual Permissions. Notwithstanding the provisions of Para. 4(c)(i), Producer shall not communicate with any individual(s) who is/are within the PDO facilities until a Local Access Liaison has designated such individual(s) as either PDO employee(s) or non-employee(s). After such designation, access to the individual(s) shall be in accordance with the following:

i. Employee Permissions. Each PDO employee shall

have the option to grant or withhold his/her own permission to be interviewed or to be filmed. During the three business day notice period required by subdivision (b) of this paragraph, the Local Access Liaison will inform the PDO employees of their options. The Local Access Liaison will provide Producer with a list in writing of PDO employees indicating whether or not they will grant permission to be interviewed or to be filmed. With regard to those PDO employees who do not grant such permission, Producer will not in any way attempt to convince said employees to change their decisions not to be interviewed or not to be filmed. In the event a PDO employee's name does not appear on the list, Producer will notify the Local Access Liaison to confer with that employee regarding permission to interview or film that employee.

ii. Attorney Permissions. PDO attorney employees, in addition to the power to grant or withhold their own individual permissions described in paragraph 4a(i)(1)c(i) above, also have the power to determine, in their sole professional discretion, that their clients, clients' family members, friends, or other individuals connected to their clients' cases, or any of them, shall not be interviewed or filmed. In such event, Producer shall not attempt to obtain any permission from those individuals, either on or off of PDO facilities. Producer acknowledges that this limitation may infringe upon Producer's constitutional rights, but, nonetheless, expressly waives such rights in order to gain the access encompassed in this Agreement. Producer further acknowledges that statements made during an interview, and that a mere visual image of an individual captured during filming, might, in itself, compromise the position of that individual or of a PDO client.

iii. Documenting Permissions. After the Local Access Liaison has notified Producer that an individual has indicated he or she will grant permission to be interviewed and/or filmed, Producer may obtain the written consents, releases and permissions described

in paragraphs 4(a)(vi) and 4(c)(i).

iv. Revocation of Permission. At any time, any PDO employee may revoke his or her own permission to be interviewed or filmed, provided however that subject to Section 4(c)(v), such revocation shall not limit Producer's right to utilize the results of any prior interviewing and/or filming of said employee. This revocation is separate and distinct from any general permission granted by the management of the PDO. At any time, any PDO attorney employee, in his or her sole professional discretion, may also revoke the permission to interview or film any individual described in subdivision 4(a)1(c)(ii) of this paragraph and, upon such revocation, Producer shall cease any and all interviewing and/or filming such individual(s).

d. Reception Area. Producer may not interview nor film any individual entering, remaining within, or exiting a PDO reception area without the express permission of the Local Access Liaison and such individual. Before filming within a reception area, Producer shall provide the Local Access Liaison with its best estimate of the time required for the anticipated filming so that the PDO may make appropriate arrangements to establish a temporary reception area for visitors.

e. Attorney Offices. Consenting attorneys, and other professional staff members, may be interviewed or filmed within or about their offices, only after those employees have been given an opportunity to rearrange the contents and furnishings of their offices. In the event an office is shared by more than one employee, no filming shall take place unless and until each occupant of that office has consented to filming and been given the opportunity to rearrange his/her contents and furnishings, regardless of whether a non-consenting employee is absent during said filming.

f. Common Areas. No filming of individuals within a common area, including hallways, lunch rooms/lounges, libraries, mail rooms, or administrative offices, elevator lobbies, or within elevators, shall take place unless every individual

within the frame has provided express permission for filming.

(ii) Notwithstanding any other provision of this Agreement, any current investigations of the PDO to be used as subject matter for the Series will be selected by the PDO, in its sole and absolute discretion, and Producer shall not be granted access to confidential information pertaining to such investigations.

(iii) Producer's production crews and personnel shall be permitted to ride in County or personal vehicles alongside the PDO personnel for the purpose of filming, subject to the approval of the individual PDO personnel.

(iv) Producer will not require and/or request the PDO and/or any of its departments to perform any reconstructed scene for the purpose of production of the Series, provided that PDO personnel may be interviewed and/or provide verbal descriptions of the scenes subject to Producer obtaining the appropriate releases as set forth in this Agreement.

(v) All filming and recording will be done as PDO personnel are performing their usual and customary duties and responsibilities; Producer accepts and acknowledges that Producer shall not, during the course of production of the Series, put the PDO and/or the County to any expense that would not ordinarily occur in the normal operations of the PDO.

(vi) PDO shall provide Producer with introductions to and/or contact details of persons involved with the PDO for the purpose of arranging and recording material and conducting interviews to be included in the Series, including but not limited to, permission on behalf of the PDO to interview personnel employed by PDO, subject to Producer obtaining all necessary releases for such persons, in a form approved by the County, in its sole discretion. In order to establish an efficient line of communication between the PDO staff and the Producer's production staff working on site from time to time, the PDO will designate appropriate PDO employees through whom all questions, requests for assistance and all other communications must be made by way of example for scheduling, interviews and/or filming.

(vii) PDO will assist Producer in gaining access for filming at the locations outside of the PDO offices where PDO personnel conduct their work, including Los Angeles County courtrooms and the County courthouses generally, provided however that PDO's assistance shall be at all times subject to PDO's obligation to clients and all other legal and statutory duties.

(b) License In Property: In exchange for the consideration and other promises set forth in this Agreement, Producer may film and record the Property for use in the

exploitation of the Series on television and in ancillary markets, including but not limited to pod casts, DVDs, VODs, wireless media and similar media now known or later devised. Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Series. For example, Producer may film a scene which depicts the County seal or other County intellectual property but Producer may not place the County seal or other County intellectual property and/or reconstruct a scene in order to obtain footage of Property owned/controlled by the County. Producer may not create, manufacture and/or sell any merchandise utilizing and/or based on the Property.

(c) Approvals/Controls:

(i) Subject to Paragraph 4(a) (Access Rights), Producer shall be solely responsible for and shall obtain the written consent, release and permission from all non-County employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Producer is solely an agreement between such person and Producer. County personnel shall not be involved in obtaining any form of consent on behalf of Producer and shall conduct only tasks directly related to his/her normal duties and/or training. Producer hereby indemnifies the County from and against all claims asserted against the County and/or the PDO and expenses relating to such claims, including without limitation, reasonable outside attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. Producer shall provide County with copies of all consents/releases obtained by Producer pursuant to this Agreement prior to commencement of principal photography for each Episode.

(ii) Producer accepts and acknowledges that in order to protect the integrity of PDO's work and to maintain the safety of PDO personnel, the public and Producer's personnel, Producer will comply with all reasonable instructions of the PDO, the County and/or its personnel.

(iii) At the County's and/or the Board of Supervisor's request which may be made at any time, Producer and the Network agree to eliminate sensitive, privileged and/or confidential information and/or footage and/or recordings, including but not limited to, investigative techniques and/or information/scenes depicting operations which County believes, in its sole discretion, may jeopardize or interfere with the PDO's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights.

(iv) The Series shall not derogatorily depict the County and/or the PDO and/or their respective employees, officers and agents.

(v) At least seven (7) business days prior to the scheduled broadcast of any Episode of the Series, Producer will submit four (4) copies of the applicable Episode to County for inspection, review and approval, which will be given within three (3) business days of delivery of the videotapes (excluding County holidays (i.e., New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day)). At the County's and/or the Board of Supervisor's request, Producer and the Network shall eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s) (i) which are determined by the County and/or the Board of Supervisors to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations and/or (ii) which the County and/or the Board of Supervisors believes, in its sole discretion, may jeopardize or interfere with the PDOs effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights. Producer's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings obtained by Producer pursuant to this Agreement that are not approved by the County and/or the Board of Supervisors pursuant to this paragraph shall be destroyed within seven (7) days of the County's final determination requiring Producer and/or the Network to eliminate such footage and/or recordings from the Series pursuant to this paragraph. Additionally, all unapproved footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be destroyed within seven (7) days of final editing.

(vi) For security purposes, prior to principal photography of any program of the Series, Producer shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of such program. County and/or PDO shall have the sole and absolute discretion to prohibit any employee/agent of Producer from filming and/or participating in the production of any program. Producer shall limit the number of persons involved in filming any program to an amount determined to be appropriate by PDO on the particular incident.

(vii) PDO will appoint an employee to advise/consult with Producer regarding the use of the Property (not technical advice) in the Series to ensure compliance with the terms of this Agreement, including but not limited to, compliance with the PDO's usage guidelines for the Property.

(viii) Intentionally omitted.

(ix) Producer agrees to cooperate with all subpoenas and/or requests of the PDO with respect to obtaining copies of any episode of the Series for use in legal or administrative proceedings.

(x) Producer understands that the activities which they are filming are part of pending criminal cases. In order to preserve the integrity of the criminal justice system, Producer agrees to not air or distribute any of the film until the criminal case has been completed or unless otherwise agreed to in writing by the PDO or there is a way to blur the persons involved or otherwise make the case unidentifiable, subject to the PDO's written approval in each instance.

(xi) Producer shall cause all of its employees, independent contractors and/or representatives to sign written agreements prohibiting such persons from using, disclosing, publishing and/or disseminating any and all confidential information, footage and/or recordings obtained by Producer pursuant to this Agreement and/or disclosing the terms of this Agreement by any means in any manner, for profit or otherwise, to any person or entity, including without limitation, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, internet and any other enterprise involved in the print or electronic media, whether now known or later created, including individuals working directly or indirectly for or on behalf of any of said entities without the express prior written consent of County in each and every case. If Producer becomes legally compelled by court order to disclose any information, footage and/or recordings obtained by Producer pursuant to this Agreement, Producer will give County prompt prior written notice, and take appropriate action to avoid disclosure, and seek a protective order or other appropriate remedy in court. In the event that a protective order or other remedy is not obtained, Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure on written advice of the County's attorneys. Notwithstanding anything contained in this Agreement to the contrary, Producer may make incidental remarks regarding the Series and the County's involvement in the Series.

5. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than the County employees designated to provide approvals on behalf of the County as set forth in Paragraph 4, above. Any technical/factual advice provided to Producer by any employee/ member of the County must be done on personal time; not on County time; provided however it is anticipated the Series will include real time activities of the PDO and the County authorizes its personnel to participate as required by Producer. In no event shall Producer enter into any contractual arrangement(s) with any employee/member of County and/or provide compensation, of any kind whatsoever, to any employee/member of County. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of County and assumes no liability for the use of such advice by

Producer. If any County facility and/or other property and/or other resources (other than those specified in this Agreement) are used for filming the Series, the County should be appropriately and promptly compensated as agreed by the parties.

6. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the Rights on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series except as incorporated in the Series as part of its exhibition and its promotion and advertising of the Series.

(b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations, entities, or individuals of Producer the right to use the Rights except as to the exhibition of the Series and its promotion and advertising

(c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.

(d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

7. REPRESENTATIONS AND WARRANTIES

(a) To the best of Producer's ability, Producer represents and warrants that the Series will be a high quality documentary television program.

(b) Producer represents and warrants that the Rights will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Property and Access Rights will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or tarnishment of the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County, subject to Producer's ownership rights in the Series as set forth in this Agreement.

(d) County represents and warrants that it has the right to enter into this Agreement and to grant the License in the Property as set forth in this Agreement.

8. COUNTY OFFICIAL BADGES

Producer is or is deemed to be aware of the laws and penalties regarding use of any County badges and agrees not to use any County badges in the Series except as approved in writing by the County Chief Executive Office. Producer further agrees to comply with all applicable laws, statutes, rules, regulations and County Code sections which are applicable now or are hereinafter promulgated by any government authority or agency and which govern or apply to the use of County badges. Producer has been made aware of California Penal Code Sections 538d and 538e and County of Los Angeles Code Sections 5.64.130, 5.64.310, 5.64.320 & 5.64.350 regarding inappropriate use of official badges and/or those which resemble official badges. A copy of these code provisions are attached to this Agreement as Exhibit C and incorporated into this Agreement by this reference.

9. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

(a) Producer agrees to notify County of any unauthorized use of the Property by third parties promptly upon Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

(b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. Notwithstanding anything contained in this Agreement to the contrary, Producer shall not use the County's trademarks in the title of the Series without the prior written approval of the County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

10. REVERSION

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first episode for the Series within twelve (12) months from

the date the Option was exercised, all Rights granted under this Agreement shall revert to County at such time.

(b) If Producer exercises the Option and provided Producer produces a pilot/presentation and/or first episode for the Series and does not resume full production of the Series episodes within six (6) months following the date the Option was exercised, all Rights granted under this Agreement shall revert to County at such time.

(c) If Producer produces eleven (11) or fewer episodes (including the pilot/presentation) of the Series within two (2) years from the date on which the Option was exercised, all Rights granted under this Agreement shall revert to County the earlier of one (1) year following the initial broadcast of the last episode produced, if ever, and two (2) years from the date of this Agreement, whichever is longer.

(d) If Producer produces eleven (11) or more episodes (including the pilot/presentation) of the Series and thereafter production of the Series stops at any time, all Rights under this Agreement shall revert to the County within one (1) year from the last date of production on the last episode of the Series.

(e) Notwithstanding any reversion or termination of the Rights pursuant to Paragraphs 10 and or 11, Producer shall retain the right to exploit the then-existing/produced programming based on the Rights on pay, free or cable television, worldwide including promotion and publicity, in perpetuity and in ancillary markets, including but not limited to, pod casts, VOD, wireless media and other similar media now known or later devised.

11. TERMINATION

(a) Upon completion of the First Season of the Series and each subsequent season of the Series thereafter, if any, Board of Supervisors and/or the County shall have the right to terminate this Agreement. If the Board of Supervisors approves the development and production of one or more subsequent seasons of the Series, the terms and conditions of this Agreement shall apply to such subsequent season of the Series.

(b) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all Rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Rights for the benefit of creditors.

(c) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the 10th day after receipt via mail, fax (confirmed by mail), or personal delivery of written notice, any and all use of the Rights and confusingly similar marks to the Property and refrain from making any further reference to the Property, direct or indirect, provided that Producer shall retain the right to exploit the then existing produced programming based on the Rights in perpetuity.

12. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

13. INDEMNIFICATION

Producer will indemnify County and County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not limited to bodily injury, death, personal injury, invasion of privacy, trespass, property damage, defamation or any other personal injury and/or guild/labor union claims arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's and/or its employees' breach of this Agreement and/or Producer's breach of any representations or warranties set forth in this Agreement. Notwithstanding anything contained herein, the County Counsel of Los Angeles will have the exclusive right to choose the counsel to represent the County and/or the County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries at rates customarily paid by the County for outside counsel, and affiliated entities in connections with such Claims.

14. INSURANCE

(a) Period Commencing With Effective Date Until Producer Enters Into License Agreement: While engaging in any activity(ies) on County premises (which shall include, but not necessarily be limited to, PDO offices and Los Angeles Superior Court facilities) (hereafter, "County Premises"), Producer agrees to maintain at all times the following programs of insurance:

- **General liability insurance coverage** written on ISO policy form CG 00 01 or its equivalent, in the amount of at least $1 million per occurrence and $2 million in the aggregate.

- **Automobile liability insurance coverage** written on ISO policy form CA 00 01 or its equivalent. The automobile liability insurance policy shall have a limit of liability of not less than $1 million for each accident.

(b) Period Commencing With Date Producer Enters Into License Agreement And For Remaining Term of Agreement: Prior to engaging in any activity(ies) on County Premises, Producer agrees to maintain at all times the following programs of insurance:

- **General liability insurance coverage** written on ISO policy form CG 00 01 or its equivalent, in the amount of at least $1 million per occurrence and $2 million in the aggregate.

- **Automobile liability insurance coverage** written on ISO policy form CA 00 01 or its equivalent. The automobile liability insurance policy shall have a limit of liability of not less than $1 million for each accident.

- **Errors and omissions insurance coverage** in the amount of at least $1 million per occurrence and $2 million in the aggregate.

With respect to the insurance requirements set forth in both paragraph 14(a) and paragraph 14(b) above, prior to engaging in any activity(ies) on County Premises, Producer shall, in each case, provide certificate(s) of proof of said insurance, or other evidence of coverage, in writing, to the County designee identified for Notice purposes in Paragraph 19 (Notices) herein. In addition to those methods of notice authorized in Paragraph 19 (Notices) herein, Producer may provide evidence of coverage, via e-mail, in portable document format (hereafter, "PDF"). Such certificate(s), or other evidence, shall include copies of the additional insured endorsement to the general liability policies, adding the County of Los Angeles, its special districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

Producer shall ensure that any and all independent contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- Producer providing evidence of insurance covering the activities of all independent contractors, or

- Producer providing evidence submitted by independent contractors evidencing that all independent contractors maintain the required insurance coverage.

Producer shall obtain certificates of insurance for each independent contractor, which establish that each independent contractor maintains all the programs of insurance

required by the County. Producer shall ensure delivery of all such documents to the County designee identified for Notice purposes in Paragraph 19 (Notices) herein. The County retains the right to obtain copies of evidence of independent contractor coverage at any time.

Producer further certifies that, if, in the performance of the services described in this Agreement, Producer should employ person(s) to perform services pursuant to this Agreement in a manner that makes Producer subject to State or Federal Workers Compensation Laws, Producer shall immediately obtain Workers Compensation Insurance as evidence that Producer is in compliance with such laws.

Any failure of Producer to maintain the insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

15. FORCE MAJEURE

The option period and all periods specified in Paragraph 10 above shall be extended upon written notice by Producer by a period of time equal to any event of force majeure which shall interrupt, delay or otherwise materially interfere with the development, pre-production and production of the Series (including, without limitations, any strikes, walkouts, lockouts, or other labor unrest in the entertainment industry) provided such extension for force majeure shall not exceed six (6) months per occurrence.

16. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County except to a Network licensing the Series.

17. NETWORK GUARANTY

In the event Producer enters into a License Agreement for the Series with a Network, Producer will contractually obligate the Network to guarantee the obligations of Producer under this Agreement and to execute a guaranty in a form acceptable to County.

18. COMPLIANCE WITH LABOR UNIONS AND GUILDS

In the event any person(s) employed by Producer pursuant to this Agreement is a member(s) of any union(s) and/or entertainment guild(s) (e.g., Directors Guild of America, Writers Guild of America, IATSE, etc.), Producer shall become signatory to

such union(s) and/or guild(s) and comply with the provisions of the applicable bargaining agreement(s).

19. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

To County:

Office of the Public Defender
Executive Office
210 West Temple Street, 19th Floor
Los Angeles, CA 90012
Attention: Kimberly Wong, Esq.
Facsimile: (213) 625-5031
E-mail: Kwong@pubdef.lacounty.gov

Courtesy copy:

County Counsel, Los Angeles County
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Richard Bloom, Esq.
Facsimile: (213) 617-7182
E-mail: Rbloom@counsel.lacounty.gov

To Producer:

Y27 Entertainment, Inc.
c/o Abrams Garfinkel Margolis Bergson, LLP
9229 Sunset Boulevard, Suite 710

Los Angeles, California 90069
Attention: Shannon C. Hensley, Esq.
Facsimile: (310) 300-2901
E-mail: shensley@agmblaw.com

20. MISSION, VISION AND CORE VALUES STATEMENTS

Producer shall list the Mission, Vision and Core Values on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation and each episode of the Series, subject to Network approval.

21. SPECIAL THANKS CREDIT

County and/or the PDO shall be accorded a "Special Thanks" credit in the end titles of each Episode of the Series in the County's sole discretion.

22. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

23. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

24. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

(a) Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made a part of this Agreement. Producer shall complete and sign the "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception," which is attached as *Exhibit E* and incorporated by reference into and made a part of this Agreement.

(b) Written Employee Jury Service Policy.

(i) Unless the Producer has demonstrated to the County's satisfaction either that the Producer is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Producer qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Producer shall have and adhere to a written policy that provides that its Employees shall receive from the Producer, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Producer or that the Producer deduct from the Employee's regular pay the fees received for jury service.

(ii) For purposes of this Paragraph 24, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the contract, the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(iii) If the Producer is not required to comply with the Jury Service Program when the Agreement commences, the Producer shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Producer shall immediately notify the County if the Producer at any time either comes within the Jury Service Program's definition of "Contractor" or if the Producer no longer qualifies for an exception to the Jury Service Program. In either event, the Producer shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Producer demonstrate to the County's satisfaction that the Producer either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Producer continues to qualify for an exception to the Program.

(iv) Producer's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Producer

from the award of future County contracts for a period of time consistent with the seriousness of the breach.

25. PRODUCER RESPONSIBILITY AND DEBARMENT

(a) Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(b) Chapter 2.202 of the County Code: The Producer is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Producer on this or other contracts which indicates that the Producer is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Producer from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Producer may have with the County.

(c) Non-responsible Contractor: The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Producer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Producer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(d) Contractor Hearing Board

(i) If there is evidence that the Producer may be subject to debarment, the Department will notify the Producer in writing of the evidence which is the basis for the proposed debarment and will advise the Producer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(ii) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Producer and/or the Producer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Producer should be debarred, and, if so, the appropriate length of time of the debarment. The Producer and

the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

(iii) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(iv) If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

(v) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

(vi) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(e) Subcontractors of Contractors: These terms shall also apply to Subcontractors of County contractors.

26. <u>PRODUCER'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>

(a) The Producer acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Producer's duty under this Agreement to comply with all applicable provisions of law, the Producer warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

27. NONDISCRIMINATION AND AFFIRMATIVE ACTION

(a) The Producer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

(b) The Producer shall certify to, and comply with, the provisions of *Exhibit F - Producer's EEO Certification.*

(c) The Producer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(d) The Producer certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

(e) The Producer certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(f) The Producer shall allow County representatives access to the Producer's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by the County.

(g) If the County finds that any provisions of this paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Producer has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Producer has violated the anti-discrimination provisions of this Agreement.

(h) The parties agree that in the event the Producer violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Producer to maintain compliance with the requirements set forth in paragraph 26 - Producer's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Producer to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement and pursue debarment of the Producer, pursuant to County Code Chapter 2.202.

29. INTENTIONALLY OMITTED.

30. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:

The Producer, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Producer, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Producer or any County Lobbyist or County Lobbying firm retained by the Producer to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

31. MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

COUNTY OF LOS ANGELES

Date: APR 0 1 2003

Yvonne B Burke

Chair, Board of Supervisors

Y27 ENTERTAINMENT, INC.

Date: 3/21/03

By:

Name: Anthony D Ross

Title: V.P. and CFO

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr., County Counsel

By: Richard D. Bloom
Senior Deputy County Counsel

COUNTY OF LOS ANGELES CALIFORNIA

76518

REVIEWED:

Los Angeles County Office of the Public Defender

By: _____
Michael P. Judge, Public Defender

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 APR 01 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

Los Angeles County Office of the Public Defender Property/
Intellectual Property/Trademarks

TRADEMARKS:

Description

1. Name: Los Angeles County
2. Name: County of Los Angeles
3. Los Angeles County Seal
4.
5.

COPYRIGHTS:

Description

1. Los Angeles County Seal

OTHER PROPERTY:

Description

1. Los Angeles County Office of the Public Defender logos, insignias and emblems
2.
3.
4.

EXHIBIT B

Los Angeles County Office of the Public Defender

Mission, Vision and Core Values

Mission
The Los Angeles County Public Defender protects the life and liberty of adults and children in matters having penal consequences. Our mandate is to ensure equal treatment within the justice system by safeguarding liberty interests and upholding the rights of individuals.

Vision
We strive to prevent injustice and to protect the rights of individuals. We provide the highest level of criminal legal representation and fully serve all indigent people who need our services.

Core Values

- **Absolute Dedication to Clients**
    - We have an unshakeable commitment to stand up for the rights of every person we represent and to defend those rights to the very best of our abilities. Our clients' needs are the highest priority. We treat our clients with compassion. We support and encourage an individual approach to the problems of our clients and their families.
- **Respect for All People**
    - We respect our clients, protect their dignity and safeguard their privacy. We earn the trust of our clients and the community through tenacious advocacy, dependability, and our commitment to justice.
- **Success Through Teamwork**
    - To best serve our clients, we share our knowledge with one another and freely exchange ideas. Through teamwork and mutual support within the office, we provide solutions to complex problems in areas such as literacy, substance abuse, and mental health.
- **Leadership in the Justice Community**
    - We continuously improve our professional knowledge by careful study of legal developments and strive to eliminate bias from the justice system. We develop innovative programs and work with other agencies to implement them successfully. Through our endeavors to improve and excel in our profession, we are an example for others in the legal community, providing expertise for the benefit of all participants in the justice process.

EXHIBIT C

Applicable California Penal Code Sections and County of Los Angeles Code Sections

California Penal Code Sections

Section 538d. Fraudulent impersonation of peace officer; Punishment

(a) Any person other than one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing, of a peace officer, with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor.

(b)

(1) Any person, other than the one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the badge of a peace officer with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine.

(2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge of a peace officer as would deceive any ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, for the purpose of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine.

(c) Any person who willfully wears, exhibits, or uses, or who willfully makes, sells, loans, gives, or transfers to another, any badge, insignia, emblem, device, or any label, certificate, card, or writing, which falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge, insignia, emblem, device, label, certificate, card, or writing of a peace officer as would deceive an ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, is guilty of a misdemeanor, except that any person who makes or sells any badge under the circumstances described in this subdivision is subject to a fine not to exceed fifteen thousand dollars ($15,000).

§ 538e. Fraudulent impersonation of member of fire department or officer of State Fire Marshal; Fraudulent use, sale, etc., of badge or insignia

(a) Any person, other than an officer or member of a fire department, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing of an officer or member of a fire department or a deputy state fire marshal, with the intent of fraudulently impersonating an officer or member of a fire department or the Office of the State Fire Marshal, or of fraudulently inducing the belief that he or she is an officer or member of a fire department or the Office of the State Fire Marshal, is guilty of a

misdemeanor.

(b)

(1) Any person, other than the one who by law is given the authority of an officer or member of a fire department, or a deputy state fire marshal, who willfully wears, exhibits, or uses the badge of a fire department or the Office of the State Fire Marshal with the intent of fraudulently impersonating an officer, or member of a fire department, or a deputy state fire marshal, or of fraudulently inducing the belief that he or she is an officer or member of a fire department, or a deputy state fire marshal, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine.

(2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of an officer or member of a fire department, or a deputy state fire marshal, or which so resembles the authorized badge of an officer or member of a fire department, or a deputy state fire marshal as would deceive any ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of an officer or member of a fire department or a deputy state fire marshal, for the purpose of fraudulently impersonating an officer or member of a fire department, or a deputy state fire marshal, or of fraudulently inducing the belief that he or she is an officer or member of a fire department, or a deputy state fire marshal, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine.

(c) Any person who willfully wears, exhibits, or uses, or who willfully makes, sells, loans, gives, or transfers to another, any badge, insignia, emblem, device, or any label, certificate, card, or writing, which falsely purports to be authorized for the use of one who by law is given the authority of an officer, or member of a fire department or a deputy state fire marshal, or which so resembles the authorized badge, insignia, emblem, device, label, certificate, card, or writing of an officer or member of a fire department or a deputy state fire marshal as would deceive an ordinary reasonable person into believing that it is authorized for use by an officer or member of a fire department or a deputy state fire marshal, is guilty of a misdemeanor, except that any person who makes or sells any badge under the circumstances described in this subdivision is guilty of a misdemeanor punishable by a fine not to exceed fifteen thousand dollars ($15,000).

(d) Any person who, for the purpose of selling, leasing or otherwise disposing of merchandise, supplies or equipment used in fire prevention or suppression, falsely represents, in any manner whatsoever, to any other person that he or she is a fire marshal, fire inspector or member of a fire department, or that he or she has the approval, endorsement or authorization of any fire marshal, fire inspector or fire department, or member thereof, is guilty of a misdemeanor.

(e) This section shall not apply to either of the following:

(1) Use of a badge solely as a prop for a motion picture, television, or video production, or an entertainment or theatrical event.

(2) A badge supplied by a recognized employee organization as defined in Section 3501 of the Government Code representing firefighters or a state or international organization to which it is affiliated.

Section 5.64.130 Issuance--Chief administrative officer order prerequisite--Criteria.

Notwithstanding anything to the contrary in Ordinance 7753 and this chapter, no badge may be issued except by order of the chief administrative officer. A county badge may be issued to and possessed by only those persons who meet one or more of the following criteria:

A. County officers and employees who are required to wear a uniform and whose duties include the enforcement of penal statutes and ordinances a substantial portion of the time, or sheriff's personnel as designated by the sheriff and approved by the chief administrative officer;

B. County officers and employees who are peace officers pursuant to the provisions of Sections 830 et seq. of the California Penal Code;

C. County personnel holding the following positions:

--Public defender investigators,
--Building inspectors,
--Animal control inspectors,
--Agricultural inspectors,
--Deputy fish and game warden,
--Weights and measures inspectors,
--Warrant investigators,
--Treasurer-Tax collector investigators,
--County counsel investigators,
--Deputy district attorneys,
--Deputy public administrators/Guardians,
--Superior court clerks,
--Ambulance medical technicians,
--Ambulance drivers;

D. Persons designated by the director of health services and approved by the chief administrative officer who are assigned to perform public health investigations, health facilities investigations, environmental health work, hazardous materials management work, or radiation protection work as a member of an environmental health unit;

E. Persons who retire from a position described in subsections A or B of this section. (Ord. 91-0044 § 6, 1991; Ord. 12294 § 1, 1980; Ord. 12237 § 1, 1980; Ord. 12236 § 1, 1980: Ord. 12122 § 1 (part), 1980: Ord. 7753 § 1005, 1960.)

Section 5.64.310 Manufacture of official badges.

A. No person shall manufacture, make, sell, design or transfer any official departmental badge, deputy sheriff badge or any other official badge of the Flood Control District, Fire Protection District or Air Pollution Control District without the written authorization of the purchasing agent. Such person may manufacture and deliver only the number of badges authorized by the Purchasing Agent.

B. The dies of the uniform departmental badge and all other official badges shall remain at all times in the possession of and under the control of the purchasing agent. The purchasing agent shall from time to time let contracts for the stamping and inscribing of the official badges. Nothing in this section shall be construed as affecting the manner in which contracts for the purchase of badges for the county shall be let as provided elsewhere in the County Charter or in county ordinances. (Ord. 7753 § 43, 1960.)

Section 5.64.320 Imitations of official badges.

A person shall not have in his possession any other badge, star, shield, miniature, ring, charm or insignia, regardless of the size, shape or design thereof, which has on it any inscription, whether used separately, together or in any combination with any word, which is identical in design with or which so resembles an official badge of this county, the Los Angeles County Flood Control District, Air Pollution Control District or any fire protection district within this county that it may be readily mistaken for such an official badge. (Ord. 7753 § 45, 1960.)

Section 5.64.350 Violation--Penalty.

Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than $25.00 and not more than $100.00, or by imprisonment in the County Jail for not more than 60 days, or by both such fine and imprisonment. (Ord. 7753 § 49, 1960.)

EXHIBIT D

Contractor Employee Jury Service

[see following page]

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT E

County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

The County's Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractor is excepted from the Program.

Company Name: Y27 Entertainment		
Company Address: 9229 W.Sunset Blvd. Suite 710		
City: W.Hollywood	State: CA	Zip Code: 90069
Telephone Number: 323-273-6422		
Contract For: Documentary television series working with the Office of the Public Defender		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☒ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Anthony D. Ross	Title: Vice President/CEO
Signature:	Date: 3-21-08

EXHIBIT F

Producer's EEO Certification

V27 Entertainment
Company Name

9229 W. Sunset Blvd, W Hollywood, CA 90069
Address

20-5080828
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Producer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Producer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Producer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Producer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Producer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Signature

3-21-08
Date

Anthony D. Ross Vice President and LEO
Name and Title of Signer (please print)

EEO CERTIFICATION