STATE OF NORTH CAROLINA COUNTY OF MECKLENBERG	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION CIVIL ACTION NO. 20-CVS-6417
STUART STOUT, an individual; SHELBY STOUT, an individual; JONAH HIRSCH, an individual; and MFWH PRODUCTIONS, LLC, a North Carolina limited liability company, Plaintiffs/Counter-Defendants, v. ALCON ENTERTAINMENT, LLC, a Delaware limited liability company; and STEVEN WEGNER, an individual, Defendants.	**JOINT NOTICE OF DESIGNATION**

FILED
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MECKLENBURG CO., C.S.C.
BY

Pursuant to N.C.G.S. § 7A-45.4, Alcon Entertainment, LLC and Steven Wegner (collectively, "Defendants") seek to designate the above-captioned action as a mandatory complex business case. In good faith and based on information reasonably available, Defendants, through counsel, hereby certify that this action meets the criteria for:

X Designation as a mandatory complex business case pursuant to N.C.G.S. § 7A-45.4(a), in that it involves a material issue related to:

__ (1) Disputes involving the law governing corporations, except charitable and religious organizations qualified under N.C.G.S. § 55A-1-40(4) on the grounds of religious purpose, partnerships, and limited liability companies, including disputes arising under Chapters 55, 55A, 55B, 57D, and 59 of the General Statutes.

X (2) Disputes involving securities, including disputes arising under Chapter 78A of the General Statutes.

__ (3) Disputes involving antitrust law, including disputes arising under Chapter 75 of the General Statutes that do

not arise solely under N.C.G.S. § 75-1.1 or Article 2 of Chapter 75 of the General Statutes.

__ (4) Disputes involving trademark law, including disputes arising under Chapter 80 of the General Statutes.

X (5) Disputes involving the ownership, use, licensing, lease, installation, or performance of intellectual property, including computer software, software applications, information technology and systems, data and data security, pharmaceuticals, biotechnology products, and bioscience technologies.

__ (8) Disputes involving trade secrets, including disputes arising under Article 24 of Chapter 66 of the General Statutes.

__ (9) Contract disputes in which all of the following conditions are met:

(a) At least one plaintiff and at least one defendant is a corporation, partnership, or limited liability company, including any entity authorized to transact business in North Carolina under Chapter 55, 55A, 55B, 57D, or 59 of the General Statutes.

(b) The complaint asserts a claim for breach of contract or seeks a declaration of rights, status, or other legal relations under a contract.

(c) The amount in controversy computed in accordance with N.C.G.S. § 7A-243 is at least one million dollars ($1,000,000).

(d) All parties consent to the designation. [If all parties have not consented, indicate that the Notice of Designation is conditional pursuant to BCR 2.5.]

X Designation as a mandatory complex business case pursuant to N.C.G.S. § 7A-45.4(b), in that it is an action:

__ (1) Involving a material issue related to tax law that has been the subject of a contested tax case for which judicial review is requested under N.C.G.S. § 105-241.16, or a civil action

under N.C.G.S. § 105-241.17 containing a constitutional challenge to a tax statute.

X (2) Described in subsection (1), (2), (3), (4), (5), or (8) of N.C.G.S. § 7A-45.4(a) in which the amount in controversy computed in accordance with N.C.G.S. § 7A-243 is at least five million dollars ($5,000,000).

__ (4) An action in which a general receiver is sought to be appointed pursuant to G.S. 1-507.24 for a debtor that is not an individual business debtor as defined in G.S. 1-507.20 and has assets having a fair market value of not less than five million dollars ($ 5,000,000), if the party making the designation is either (i) the debtor or (ii) one or more creditors or creditors' duly authorized representatives that assert a claim or claims against the debtor exceeding, in the aggregate, twenty-five thousand dollars ($ 25,000) that in each case is not contingent as to liability and is not the subject of a bona fide dispute as to liability or amount. Any creditor or creditor's duly authorized representative that is not a party to the action may join in the notice of designation with the same effect as if such joining creditor or creditor's representative were a party.

BACKGROUND

On 24 April 2020, Stuart Stout ("Mr. Stout"), Shelby Stout ("Mrs. Stout"), Jonah Hirsch ("Mr. Hirsch"), and MFWH Productions, LLC ("MFWH") (collectively, "Plaintiffs" or "Plaintiffs/Counter Defendants") filed suit in Superior Court Mecklenburg County, North Carolina against Alcon Entertainment, LLC ("Alcon Entertainment"); Alcon Media Group, LLC ("Alcon Media"); Andrew Kosove ("Mr. Kosove"); Broderick Johnson ("Mr. Johnson"); Walden Media, LLC ("Walden Media"); and Steven Wegner ("Mr. Wegner"). Plaintiffs pleaded causes of action for fraud, negligent misrepresentation, and unfair trade practices against all Defendants, and Mr. Hirsch alleged unjust enrichment against Alcon Entertainment and Alcon

Media.[1] Exhibit 1. Plaintiffs' claims arise from Defendants' alleged involvement in the pre-production shutdown of the ultimately unproduced feature film entitled "Hope's Wish" based on the 2005 book "How One Girl's Dream Made Others Come True" written by Plaintiffs Mr. and Mrs. Stout.

On 29 March 2021, Alcon Entertainment filed its Answer and Counterclaims against all Plaintiffs/Counter-Defendants alleging: (1) fraud in the inducement; (2) negligent misrepresentation; (3) violations of the North Carolina Business Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*; (4) conspiracy/facilitating fraud; (5) violations of the North Carolina Frivolous or Malicious Action Statute, N.C. Gen. Stat. § 1D-45, *et seq.*; (6) abuse of process; (7) slander *per se*; (8) defamation/libel *per se*; and (9) averred a request for punitive damages. Exhibit 2.

As of present, the parties are in the early stages of discovery with a trial date set for 21 March 2022. The parties appeared for a scheduling conference before the Hon. Daniel Kurhnert in Mecklenburg County Superior Court on 30 September 2021 during which Alcon Entertainment requested a 180-day extension to all deadlines including the trial date set forth in the operative Case Management Order ("CMO"). However, the Court informed the parties that they must first process the request through the Clerk of Court and therefore the Court was without authority to amend the CMO. At the direction of the Court, counsel for Alcon Entertainment emailed said request to the Mecklenburg County Superior Court Clerk's Office.

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[1] These same claims were set out in the First Amended Complaint filed and served 15 September 2020. On 26 February 2021, all claims against Mr. Kosove, Mr. Johnson, and Alcon Media were dismissed with prejudice for lack of personal jurisdiction. *See* Exhibit 5.

Moreover, during the 30 September 2021 virtual hearing, Judge Kurhnert recommended that Alcon Entertainment remove this matter to the North Carolina Business Court as it likely meets the requirements of N.C Gen. Stat. § 7A-45.4(a). Judge Kurhnert acknowledged that this action involves disputes between two or more business associations; the amount of controversy alleged exceeds $5,000,000.00; most witnesses reside out of state; and that the case involves voluminous document production—to date expanding over 125,000 pages of documents.

APPLICATION

This action falls within the ambit of N.C Gen. Stat. § 7A-45.4 for the following reasons:

First, this action involves a dispute involving securities under N.C Gen. Stat. § 7A-45.4(a)(2). On 29 March 2021, Alcon Entertainment filed and served its Answer and Counterclaims to Plaintiffs' First Amended Complaint. Exhibit 2. Therein, Alcon Entertainment alleged that Defendants violated "North Carolina Blue Sky laws in seeking and collecting investments from unaccredited investors without the legal reporting requirements of state and federal securities statutes and regulations[.]" *Id.* at 69. Alcon Entertainment further averred that Defendants committed violations of the North Carolina Business Trade Practices Act by "crowd-sourcing investments and/or donations . . . from dozens of unaccounted-for small investors without following state and federal securities statutes and regulations[.]" *Id.*

From at least 2005 through 2018, Plaintiffs/Counter-Defendants raised over $2,000,000.00 from individual investors to fund a rendition of Hope's Wish. Plaintiffs

Mr. and Mrs. Stout attempted to create the film around 2008 but that effort ultimately failed and left a trail of damages and liens in the process. Nonetheless, Plaintiffs/Counter-Defendants continued raising money from investors. Ultimately, Plaintiffs/Counter-Defendants wanted to sell the rights to the film to non-parties,[2] who would then license the film to be distributed by Alcon Entertainment. All of these negotiations were contingent on the Plaintiffs providing a clean chain of title to the film. Plaintiffs did not and do not maintain a clear chain of title because of their fundraising efforts and failure to follow North Carolina security law. Plaintiffs, in turn, fraudulently, or at least, negligently attempted to sell tainted securities (rights to distribute the Film) to Alcon Entertainment. These allegations create a genuine dispute involving securities under N.C Gen. Stat. § 7A-45.4(a)(2).

Second, this case involves the ownership, use, licensing, lease, installation, and/or performance of intellectual property (namely, the IP attached to Hope's Wish). The First Amended Complaint alleges that MFWH provided chain of title documents to Alcon Entertainment and that the latter unlawfully exploited those materials and rights by, *inter alia*, issuing press releases regarding Hope's Wish in or around February 2018. Alcon Entertainment's counterclaims allege, among other things, Plaintiffs fraudulently attempted to sell Alcon Entertainment the rights to distribute the Hope's Wish under the false pretense of a clear chain of title. This was Plaintiffs/Counter-Defendants third or fourth attempt to sell a faulty chain of title,

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[2] Val Hill and Yale Badik were the producers and financiers of the 2018 attempt to create Hope's Wish and their entity, Wish to Give Productions, LLC, was the purchasing entity of the rights to produce the film. Plaintiffs and Val Hill/Yale Badik never reached an agreement to purchase the rights.

which they continue to do today. Indeed, documents produced by Plaintiffs reflect various known "issues" or "warts" in the chain of title to Hope's Wish. In short, one of the material disputes in this case is closely tied to the underlying intellectual property aspects of the intellectual property at issue (*i.e.*, the rights and COT documents associated with Hope's Wish).

Third, this action falls within the ambit of N.C. Gen. Stat. § 7A-45.4(b)(2). As noted above, a central dispute in this case involves N.C. Gen. Stat. § 7A-45.4(a)(2) and § 7A-45.4(a)(5). Moreover, Plaintiffs allege damages of approximately $33,055,000.00. *See* Exhibit 3. The amount of controversy in this case therefore exceeds $5,000,000.00 as computed in accordance with N.C. Gen. Stat. § 7A-243. *See* N.C. Gen. Stat. § 7A-45.4(b)(2). For this reason alone, this action should be designated as a mandatory complex business case.

On 30 June 2020, the Honorable Chief Business Court Judge Louis A. Bledsoe, III, concluded that this case was not a mandatory complex business case under N.C. Gen. Stat. § 7A-45.4(a). However, the court explained that its "ruling is without prejudice to the right of any party to seek timely designation of this matter as a mandatory complex business case under section 7A-45.4" in the future. Exhibit 4. Following the court's ruling, Plaintiffs filed an amended complaint (Exhibit 1) to which Alcon Entertainment filed an answer asserting counterclaims involving issues within the purview of N.C. Gen. Stat. § 7A-45.4 (Exhibit 2). In addition, Defendants' discovery responses (which were served after June 2020) provide additional support for subsequently designating this matter as a mandatory complex business case. *See,*

e.g., Exhibit 3. For these reasons, whether considered disjunctively or conjunctively, this matter is ripe for mandatory designation as a complex business case, and Alcon Entertainment hereby respectfully requests the same.[3] In the alternative, Alcon Entertainment respectfully requests that this action be designated as exceptional and complex under N.C. R. Prac. Sup. & Dist. Ct. Civ. P. 2.1 and/or 2.2.

[Signature Page to Follow]

[3] Alcon Entertainment has attached all relevant pleadings and papers hereto. *See* Exhibits 1-5.

This the 12th day of October, 2021.

Chase C. Keibler, NC Bar No. 55831
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **NOTICE OF DESIGNATION** to which this certificate is attached was duly served today by depositing it in the United States Mail, first-class postage prepaid and electronic mail addressed as follows:

Ty K. McTier, Esquire
2907 Providence Road, Suite 303
Charlotte, North Carolina 28211
Tmctier@tlg-law.com
Counsel for Plaintiffs

This the 12th day of October, 2021.

Chase C. Keibler, NC Bar No. 55831
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[See Next Page]

Exhibit Index

1. Plaintiff's First Amended Complaint
2. Defendant Alcon's Answer and Counterclaims to Plaintiffs' First Amended Complaint
3. Plaintiff Stuart Stout's Responses to Defendant Alcon's First Set of Interrogatories and Requests for Production to Plaintiff Stout
4. 2020 N.C. Business Court Order on Designation
5. Order Partially Granting Defendant's Motion to Dismiss Plaintiff's First Amended Complaint.

EXHIBIT 1

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
20-CVS-6417

STUART STOUT, an individual; SHELBY STOUT, an individual; JONAH HIRSCH, an individual; and MFWH PRODUCTIONS, LLC, a North Carolina limited liability company,

Plaintiffs,

v.

ALCON ENTERTAINMENT, LLC, a Delaware limited liability company; ALCON MEDIA GROUP, LLC, a Delaware limited liability company; ANDREW KOSOVE, an individual; BRODERICK JOHNSON, an individual, and STEVEN WEGNER, an individual,

Defendants.

PLAINTIFFS' FIRST AMENDED COMPLAINT

NOW COME Plaintiffs Stuart Stout ("Mr. Stout"), Jonah Hirsch ("Mr. Hirsch"), Shelby Stout ("Ms. Stout") and MFWH Productions, LLC ("MFWH Prods.") (collectively, "Plaintiffs") hereby amending their complaint as a matter of course against Defendants Alcon Entertainment, LLC, Alcon Media Group, LLC (together known as "Alcon"), Andrew Kosove ("Mr. Kosove"), Broderick Johnson ("Mr. Johnson") and Steven Wegner ("Mr. Wegner"), (collectively, "Defendants") as follows:

1. Mr. Stout is a citizen and resident of Union County, North Carolina.

2. Ms. Stout is a citizen and resident of Union County, North Carolina.

3. Mr. Hirsch is a citizen of the State of California.

4. MFWH Productions, LLC is a limited liability company, organized and existing under the laws of North Carolina, with its principal place of business in Mecklenburg County, North Carolina.

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NEXSEN PRUET, LLC

5. Upon information and belief, Alcon Entertainment, LLC is a limited liability company organized and existing under the laws of Delaware, with its principal place of business in Los Angeles County, California.

6. Upon information and belief, Alcon Media Group, LLC is a limited liability company organized and existing under the laws of Delaware, with its principal place of business in Los Angeles County, California.

7. Upon information and belief, Mr. Kosove is a citizen of the state of California.

8. Upon information and belief, Mr. Johnson is a citizen of the State of California.

9. Upon information and belief, Mr. Wegner is citizen of the State of California.

10. Upon information and belief, Mr. Wegner is a producer who worked at Alcon for eighteen years as a mid-level executive responsible for developing new film projects.

11. Upon information and belief, Mr. Kosove and Mr. Johnson are the co-founders and co-CEO's of Alcon Entertainment, LLC.

12. Mr. and Ms. Stout are the parents of Hope Stout, a minor child who died on January 4, 2004, at age twelve from a rare form of cancer.

13. While she was being treated with chemotherapy, Hope Stout devoted herself to raising the sum of $750,000.00 to donate to the Make A Wish Foundation, a non-profit organization that services critically ill children.

14. In furtherance of her money-raising efforts, Hope Stout (among other things) was interviewed on the radio, was made an unofficial mascot of the Charlotte Panthers football team and initiated a fundraising event called The Celebration Of Hope.

15. Although Hope Stout passed away prior to The Celebration Of Hope, over one-thousand people attended and over $1.1MM was raised on behalf of the Make A Wish Foundation.

16. After Hope Stout died, Mr. and Ms. Stout committed their lives to honoring her memory and legacy by, among other things, writing and publishing a book about her life called: How One Girl's Dream Made Others Come True (the "Book") and establishing the March Forth With Hope Foundation (the "Foundation") to provide financial assistance to families battling cancer and other life-threatening diseases.

17. In or about the fall of 2017, Alcon contacted Mr. and Ms. Stout about making the Book into a feature film entitled "Hope's Wish" (the "Film") that would be released to theaters by Christmas of 2018.

18. In reliance upon Alcon's past success producing major motion pictures such as The Blind Side, Mr. and Ms. Stout entered into negotiations with Alcon to produce the Film.

19. On or about February 26, 2018, prior to the completion of negotiations and without the knowledge of Mr. and Ms. Stout, Alcon issued a press release (the "Press Release") announcing that it would be producing the Film.

20. The Press Release also stated that the Film would star Queen Latifah and be released by Warner Brothers.

21. Based upon Defendants' representations, Mr. Stout and Ms. Stout quit their jobs because the Film would require their full-time commitment.

22. Mr. Stout and Ms. Stout hired a PR firm to help them and the Foundation navigate the forthcoming exposure. They also engaged a speakers' bureau to arrange for appearances at corporate and charity events. Harper Collins, the publisher of Hope's Wish, prepared to republish the Book.

23. In March 2018, at the urging of an Alcon executive, the Foundation pushed back its annual Celebration of Hope gala to allow the Film's director and an Alcon executive to attend. Based upon Alcon's promises, two sets of attendees at the gala donated $20,000 to visit the Hope's Wish film set and have lunch with the cast.

24. On April 6, 2018, Defendants shut down production on the Film, citing a lack of funding. Crewmembers were sent home and the sets torn down. The Foundation had to return the $20,000 in donations that were made at the gala two weeks before.

Personal Jurisdiction Allegations

25. On July 5, 2016, Mr. Wegner emailed Mr. Stout regarding the initial Hope's Wish Budget and Schedule (the "Production Schedule Email"), which included multiple days of film shooting in Charlotte, North Carolina.

26. A true and accurate copy of the Production Schedule Email is attached as **Exhibit 1** and is incorporated herein by reference.

27. On February 1, 2017, Mr. Stout emailed David Williams, the then President and Chief Executive Officer of the Make-A-Wish Foundation of America ("MAW") (the "Charlotte Trip Email").

28. A true and accurate copy of the Charlotte Trip Email is attached hereto as **Exhibit 2** and is incorporated herein by reference.

29. On May 6, 2017, Billy Badalato ("Mr. Badalato") emailed Mr. Stout regarding the Charlotte trip itinerary (the "Itinerary Email"). The itinerary included stops at Bank of America Stadium, Quail Hollow Country Club, an uptown restaurant, and at the Stuart's home.

30. A true and accurate copy of the Itinerary Email is attached hereto as **Exhibit 3** and incorporated herein via reference.

31. On May 7, 2017, Mr. Wegner emailed Mr. Stout regarding his scheduled trip to Charlotte to scout filming locations (the "Scout Trip Email"), which included a visit to Bank of America Stadium and meetings with Carolina Panthers' players and personnel.

32. A true and accurate copy of the Scout Trip Email is attached hereto as **Exhibit 4** and is incorporated herein via reference.

33. On June 3, 2017, Mr. Badalato emailed Mr. Wegner and Mr. Stout regarding an individual who works for the Charlotte Regional Visitors Authority ("CRVA") who could assist the production in Charlotte (the "CRVA Email"). Additionally, the CRVA Email includes discussions of a potential deal with Lowe's to secure discounted prices on the material list for film construction.

34. A true and accurate copy of the CRVA Email is attached hereto as **Exhibit 5** and is incorporated herein via reference.

35. On June 6, 2017, Mr. Badalato emailed Mr. Hirsch and Mr. Stout regarding the Film's budget and anticipated expenses that will be incurred in Charlotte (the "Production Budget Email").

36. A true and accurate copy of the Production Budget Email is attached hereto as **Exhibit 6** and is incorporated hereto via reference.

37. On June 8, 2017, Mr. Stout emailed David Alpern, the President of Joe Gibbs Racing ("JGR"), regarding Alcon's involvement with the film and the plans to shoot the movie in Charlotte later in 2017 (the "JGR Email"). Later that day, Mr. Alpern responded and indicated his eagerness to be involved with the film during production in Charlotte.

38. A true and accurate copy of the JGR Email is attached hereto as **Exhibit 7** and is incorporated herein via reference.

39. On January 31, 2018, Mr. Stout emailed Mr. Badalato and Mr. Hirsch to inform them that Marcel Hebert, the General Manager at the Hampton Inn- Phillips Place, was anxious to work to provide lodging for the film cast and crew (the "Hampton Inn Email"). Mr. Badalato responded to Mr. Stout's email stating that he planned to visit Charlotte to arrange housing for the film cast and crew during production.

40. A true and accurate copy of the Hampton Inn Email is attached hereto as **Exhibit 8** and is incorporated herein via reference.

41. On February 7, 2018, Mr. Stout emailed Mr. Badalato and Mr. Wegner regarding Mr. Badalato's trip to Charlotte to ramp up the film's production effort (the "Badalato Trip

Email"). Mr. Stout also invited Mr. Badalato and Mr. Wegner to the March Forth With Hope Foundation's quarterly board meeting while they were in Charlotte.

42. A true and accurate copy of the Badalato Trip Email is attached hereto as **Exhibit 9** and is incorporated herein via reference.

43. On February 13, 2018, Mr. Badalato emailed Mr. Stout to arrange a time for the production designer and location manager to visit the Stuart's house (the "House Visit Email"). Moreover, Mr. Badalato invited Mr. Stout to join him and Mr. Wegner for dinner in Charlotte on February 15, 2018.

44. A true and accurate copy of the House Visit Email is attached hereto as **Exhibit 10** and is incorporated herein via reference.

45. On February 13, 2018, Mr. Badalato emailed Mr. Stout to introduce me to Ellen Pfirrman, the film's location manager (the "Ellen Introduction Email"). Mr. Badalato also confirmed that Ellen and the production designers would be visiting my house on February 14, and that I would be attending dinner with himself and Mr. Wegner that night (the "Confirmation Email").

46. A true and accurate copy of the Ellen Introduction Email and the Confirmation Email are attached hereto as **Exhibit 11** and is incorporated herein via reference.

47. On February 27, 2018 Mr. Wegner emailed Mr. Stout regarding Mr. Stout's contacts at Make a Wish ("MAW") (the "MAW Email") to scout and do research in the Charlotte area.

48. A true and accurate copy of the MAW Email is attached hereto as **Exhibit 12** and is incorporated herein via reference.

49. On March 11, 2018, Val Hill ("Mr. Hill") emailed Mr. Stout and Mr. Wegner to update us that funding was "fully back in line" (the "Funding Email"). As a result, Mr. Hill indicated that he and the film crew would be back in Charlotte the following week.

50. A true and accurate copy of the Funding Email is attached hereto as **Exhibit 13** and is incorporated herein via reference.

51. On March 19, 2018, Mr. Stout received an email from the production team informing him of a schedule change (the "Schedule Change Email"). A letter was attached to the Schedule Change Email advising that the production team pushed the date to start filming to April 23, 2018. The letter indicates that the production team, Wish to Give Production, LLC, was operating out of an office located at 201310 Chartwell Center Drive, Cornelius, NC 28031.

52. A true and accurate copy of the Schedule Change Email and letter is attached hereto as **Exhibit 14** and is incorporated herein via reference.

53. On March 21, 2018, the production team emailed Mr. Stout to inform him that they were anticipating a shift in the production schedule (the "Second Schedule Change Email") due to limited cast and location availability in Charlotte. Based on this email, filming was scheduled to begin on April 25, 2018.

54. A true and accurate copy of the Second Schedule Change Email is attached hereto as **Exhibit 15** and is incorporated herein via reference.

55. On April 9, 2018, the production team emailed Mr. Stout a memo regarding production wrap (the "Production Wrap Email"). Attached to this email was a letter informing Mr. Stout that the production team was unable to secure additional funding for the film, which resulted in the team wrapping up the film.

56. A true and accurate copy of the Production Wrap Email is attached hereto as **Exhibit 16** and is incorporated herein via reference.

57. On August 3, 2016, Steven Wegner ("Mr. Wegner") emailed his corrections to the Hope's Wish script (the "Wegner Edits Email").

58. The Wegner Edits Email is attached hereto as **Exhibit 17** and is incorporated herein via reference.

59. On August 4, 2016 Mr. Wegner sent an email to actor John Cena's agents regarding the screen play of Hope's Wish (the "John Cena Email").

60. A true and accurate copy of the John Cena Email is attached hereto as **Exhibit 18** and is incorporated herein via reference.

61. On August 11, 2016 Mr. Wegner sent an email to actress Emma Stone's agents (the "Emma Stone Email").

62. A true and accurate copy of the Emma Stone Email is attached hereto as **Exhibit 19** and is incorporated herein via reference.

63. On October 20, 2016 Mr. Wegner emailed Mr. Hirsch regarding Alcon's interest in the movie Hope's Wish (the "Alcon Interest Email").

64. A true and accurate copy of the Alcon Interest Email is attached hereto as **Exhibit 20** and is incorporated herein via reference.

65. On December 5, 2016 Mr. Wegner emailed Mr. Hirsch about meeting the "NC guy" referring to Mr. Stout (the "NC Guy Email").

66. A true and accurate copy of the NC Guy Email is attached hereto as **Exhibit 21** and is incorporated herein via reference.

67. On December 7, 2016, Steve Wegner emailed Mr. Hirsch regarding a meeting with Stuart Stout (the "Meeting Email").

68. A true and accurate copy of the Meeting Email is attached hereto as **Exhibit 22** and is incorporated herein via reference.

69. On February 22, 2017 David Alpern from Joe Gibbs Racing emailed Mr. Hirsch regarding Hope's Wish (the "Joe Gibbs Email").

70. A true and accurate copy of the Joe Gibbs Email is attached hereto as **Exhibit 23** and is incorporated herein via reference.

71. On March 14, 2017 Riley Fields from the Panthers organization emailed Mr. Hirsch regarding availability to discuss filming timelines (the "Panthers Email") for Mr. Hirsch and Alcon's agents.

72. A true and accurate copy of the Panthers Email is attached hereto as **Exhibit 24** and is incorporated herein via reference.

73. On July 5, 2017 Steve Wegner emailed Mr. Hirsch the calendar and schedule of Hope's Wish (the "Hope's Wish Calendar Email").

74. A true and accurate copy of the Hope's Wish Calendar Email is attached hereto as **Exhibit 25** and is incorporated herein via reference.

75. On February 27, 2017 Mr. Wegner emailed Riley Fields regarding the production schedule of the Film as it relates to the Carolina Panthers (the "Panthers Schedule Email").

76. A true and accurate copy of the Panthers Schedule Email is attached hereto as **Exhibit 26** and is incorporated herein via reference.

77. On April 14, 2017 Mr. Wegner emailed Tracey Snyder from the National Football League ("NFL") (the "NFL Letter") regarding a recent draft of the Film.

78. A true and accurate copy of the NFL Letter is attached hereto as **Exhibit 27** and is incorporated herein via reference.

79. David Greathouse ("Mr. Greathouse") was one of the point men for Alcon with regard to the Film both during pre-production as well as supervising the post-wrap clean up effort funded by Alcon.

80. Mr. Greathouse represented to plaintiffs that he took direction directly from Andrew Kosove and Broderick Johnson, the Co-CEO's of Alcon.

81. Mr. Greathouse was in Charlotte for around four months full time working on the Film.

82. Mr. Wegner spent around six months in Charlotte, North Carolina.

83. Wegner and Greathouse worked for months in North Carolina as agents/employees for Alcon with regard to the film.

84. The Alcon entities spent around a million dollars in pre-production in North Carolina.

85. Upon further information and belief, an additional $800,000.00 was spent by Alcon after the Film was shut down to pay various crew, vendors and unpaid bills left behind in North Carolina.

86. The production manager, Mr. Badalato, spent around two months in Charlotte, North Carolina.

87. Yale Badik and Val Hill both a week or two in North Carolina on behalf of the Film.

88. Upon information and belief, no significant decisions regarding the Film were made by Wegner or Greathouse without approval from the principals from the Alcon entities, Kosovo and Johnson.

89. The Film was a North Carolina film and a significant amount of resources from both Plaintiffs and Defendants went into North Carolina.

90. Upon information and belief, Wegner was either an employee of the Alcon entities or acting as its agent in North Carolina.

91. Upon information and belief, Greathouse was either an employee of the Alcon entities or acting as its agent in North Carolina.

92. Jurisdiction and Venue are proper in the Mecklenburg County, North Carolina Superior Court.

93. This Court has personal jurisdiction over all of the defendants under N.C.G.S. § 1-75.4 *et seq.*

FACTUAL BACKGROUND

94. The preceding allegations are incorporated herein by reference.

Hope Elizabeth Stout

95. On June 27, 2003, at the age of 12, Hope was diagnosed with stage-4 osteosarcoma, an aggressive form of bone cancer. Faced with a terminal diagnosis and punishing rounds of radiation therapy and chemotherapy, Hope focused her attention on other children in the cancer ward.

96. In November 2003, the Make-A-Wish Foundation visited Hope and told her she could have anything she wanted. Hope thought for a few minutes and then answered: "You know, I am lucky. . . I have been to Disney World, swam with the dolphins in Cancun and go to the beach all the time. You say there are 155 kids on the waiting list? Well, my wish is TO GRANT ALL THEIR WISHES, ALL 155 OF THEM. And to do it just as soon as possible."

97. Hope's wish would cost nearly $750,000.00.

98. While Hope was still able to walk, she went onto the field before a Carolina Panthers football game and became the unofficial mascot of the team.

99. After Hope's death, donations poured into the Make-A-Wish office so fast that volunteers had to be brought in to count money and answer phones.

100. On Friday, January 16, 2004, less than two weeks after Hope's death, over 1,000 people attended the Celebration of Hope gala, at which it was announced that $1,116,000 had been raised and every one of the 155 kids on the Make-A-Wish waiting list would have their wish granted.

101. Devastated but undeterred, Mr. Stout and Ms. Stout did everything in their power to honor Hope's legacy. They wrote and published the Book and established the Foundation, which hosts the annual Celebration of Hope gala to raise money to provide grants for mortgages, rent, transportation, utilities and other needs of families of terminally ill children.

102. Since 2004, the Foundation has raised and donated more than $1.1 million to help over 400 families with children facing cancer or other life threatening conditions.

103. Mr. Stout and Ms. Stout established Plaintiff MFWH Prods. as a vehicle to make the Book into a film.

104. In 2011, MFWH Prods. hired Academy Award winning screenwriters Diana Ossana and Larry McMurtry to write the screenplay for the Film.

105. On March 16, 2015, the President and CEO of Make-A-Wish America wrote to Mr. Stout and Mr. Hirsch, saying: "As you know we have received hundreds of requests over the years for permission to use the Make-A-Wish name and likeness in movie and television projects. With the very rare exception, these requests are almost universally turned down. In fact, we have never allowed the use of our name in a feature film." Despite its track record of shooting down requests, Make-A-Wish stated its willingness to let its name and likeness be used in the motion picture Hope's Wish based upon Mr. Stout and Mr. Hirsch's "commitment to making a film of outstanding quality that reflects the values and integrity that Make-A-Wish stands for."

Representations Regarding the Making of the Film

106. In 2011 Oscar winning writers Diana Ossana and Larry McMurtry were hired by MFWH to write the screenplay for the Film.

107. In 2015, Charlie Stratton ("Stratton") was hired to direct the Film.

108. In 2016 Stratton arranged a meeting with Wegner who expressed a strong interest in producing the film.

109. Subsequently, Stratton was fired by Wegner and Charles Martin Smith ("Mr. Smith") was hired by Alcon to perform a rewrite and to direct the Film.

110. In early 2017, Wegner, an Executive Vice President at Alcon, began working on the Film with the Hope Parties.

111. In May of 2917, Wegner, Hill, and others flew to Charlotte to meet with Mr. Stout and Mr. Hirsch to discuss the Film.

112. Among other things, Mr. Stout arranged for the group to meet with the Carolina Panthers' Director of Community Relations, Riley Fields, tour Levine Children's Hospital, confer with a local attorney regarding potential North Carolina film production tax credits, visit the local high school, and have lunch at Mario's Pizza, where Hope oftentimes ordered food.

113. In or around February 2017 Wegner and Val Hill traveled to Charlotte to conduct due diligence on the Film.

114. In or around April 2017 Wegner, Mr. Stout and Mr. Hirsch traveled to New York City to meet with the NFL head of marketing to discuss the film project because of Hope's amazing real life involvement with the Carolina Panthers and the NFL. This meeting was arranged by former Carolina Panther Leonard Wheeler a friend of the Stout family.

115. On or around May 15, 2017 Wegner indicated to plaintiffs that the "film is a green light" and "fully financed."

116. To further bolster this representation, Wegner sent a letter backed by Alcon's approval (the "Oprah Letter") to Oprah Winfrey on August 12, 2017.

117. A true and accurate copy of the Oprah Letter is attached hereto as **Exhibit 28**.

118. The Oprah Letter specified that the film was an "Alcon financed" film.

119. On Monday, May 15, 2017, after Wegner returned to Los Angeles, he called Mr. Hirsch and informed him that Alcon had committed to making the Film. According to

Wegner, Warner Bros. would release the Film in 2018 as part of Alcon's output deal with the studio.

120. As for actual funding for the Film, on May 18, 2017, Hill sent Mr. Stout and Mr. Hirsch an email stating, "I have decided to finance the film."

121. Based on Alcon's statements, the Hope Parties provided Alcon with chain of title documents and began negotiating their agreements related to the Film.

122. In June of 2017 MFWH provided the chain of title documents (the "COT Documents") to Alcon which led to Alcon's offers to cast members.

123. David Williams, the CEO of the Make a Wish Foundation ("MAW") helped open the lines of communication with Mr. Cena as Mr. Cena was the number one wish granter for MAW in August of 2017.

124. Upon request by the plaintiffs for a status in January of 2018, Alcon representatives Wegner and Hill represented that the film was "fully green lit", pre-production would start soon and that Walden Media is onboard to finance the film.

125. It was also represented that Walden Media would bring distribution through their deal with 20th Century Fox.

126. In January 2018, Wegner again reached out to the Mr. Stout and Mr. Hirsch with "great news." According to Wegner pre-production would begin shortly.

127. On January 25, 2018, the MAW national board of directors met in Charlotte and asked Mr. Stout and Ms. Stout to speak about how they managed to finally get the Book produced as a motion picture.

128. Before Mr. Stout and Ms. Stout committed to the engagement, Mr. Stout asked Wegner if Alcon was really making the Film. Wegner assured Mr. Stout that Alcon was committed to the Film and pre-production would start shortly.

129. In February 2018, pre-production began on the Film in and around Charlotte.

130. Consistent with Wegner's representations, on or about February 26, 2018, Defendants issued a Press Release in which each Defendant represented that they were making the Film. According to The Hollywood Reporter:

> **Queen Latifah to Star in Alcon Drama 'Hope's Wish' (Exclusive)**
> Queen Latifah has signed on to star in Hope's Wish, an inspirational true-life drama from Alcon Entertainment. Alcon is reuniting with Los Angeles-based finance and production company Torridon/16:14, with which it worked on Blade Runner 2049, to finance and produce the movie, which is scheduled to go before cameras April 9 in Charlotte, North Carolina.

A true and correct copy of The Hollywood Reporter story is attached hereto as **Exhibit 29**, and is incorporated herein by reference.

According to Variety:

> **Queen Latifah will star in the inspirational true-life drama 'Hope's Wish.'**
> Production will start on April 9 in North Carolina. Alcon Entertainment co-founders and co-CEOs Andrew Kosove and Broderick Johnson made the announcement on Monday. Los Angeles-based finance and production company Torridon/16:14 will finance and produce with Alcon Entertainment, continuing the companies' collaboration that began with "Blade Runner 2049." Walden Media is set to produce alongside Steven P. Wegner, and Val Hill and Yale Badik of Torridon/16:14. Alcon's Kosove and Johnson will executive produce. The film will be released by Warner Bros. via Alcon's output deal with the studio.

A true and correct copy of the Variety story is attached hereto as **Exhibit 30**, and incorporated herein by reference.

Deadline reported:

> **Queen Latifa to Star In Inspirational Drama 'Hope's Wish'**
> Queen Latifah has been set to topline Hope's Wish, an inspirational drama based on a true story from the Blade Runner 2049 team of Alcon Entertainment and Torridon/16:14, along with Walden Media. Laurie Collyer will direct the film, which begins production April 9 in Charlotte, NC. Walden Media is set to produce alongside Steven P. Wegner, Val Hill and Yale Badik of Torridon/16:14, which will finance. Alcon's Andrew Kosove and Broderick Johnson will executive produce. Also on board is producer Jonah Hirsch and executive producer Stuart Stout. The film will be released by Warner Bros via Alcon's output deal.

A true and correct copy of the Deadline story is attached hereto as **Exhibit 31**, and incorporated herein by reference.

131. Upon information and belief, on the same day the film's budget ("Hope's Wish Budget") was created by Billy Badalato, the then executive producer of the Film.

132. A true and accurate copy of the Hope's Wish Budget is attached hereto as **Exhibit 32** and is incorporated herein by reference.

133. When Mr. Stout and Mr. Hirsch asked Wegner who was actually funding the Film, Wegner motioned to other movie sets that were already being built and said, "Look around. Does this look like we don't have money to make this movie?"

134. In reliance on Defendants' representations that the Film was funded and starting production:

a. Mr. Stout, Ms. Stout, and Mr. Hirsch worked around the clock, traveling and meeting with representatives at the MAW Foundation, the NFL, and the Carolina Panthers to obtain their support for the Film.

b. Plaintiffs racked up tens of thousands of dollars in attorneys' fees, reviewing chain of title documents, obtaining legal opinions, and negotiating rights and deal memos.

c. Mr. Stout stepped away from his day-to-day duties as a financial consultant to focus on maximizing the impact the Film's release would have on Hope's legacy and the March Forth for Hope Foundation.

d. Mr. Stout hired a PR expert to help manage the inevitable exposure the Stout family and the Foundation would face upon the Film's release.

e. Ms. Stout retired as a preschool teacher, because Wegner told her she would be too busy with the movie.

135. On instruction from Wegner, MFWH Prods. terminated the director it previously retained because Alcon supposedly would not work with him.

136. On March 13, 2018 a letter titled "Resuming Work" (the "Resuming Work Letter") was issued to the Film's crew through the direction of Wegner.

137. A true and accurate copy of the Resuming Work letter is attached hereto as **Exhibit 33** and is incorporated herein by reference.

138. The film seemed to be moving along, however on April 6, 2018, Defendants shut down the production due to lack of funding.

FIRST CAUSE OF ACTION

(Fraud-All Plaintiffs against all Defendants)

139. The preceding allegations are incorporated herein by reference.

140. On or about May 15, 2017, Wegner orally stated to Mr. Hirsch that Alcon had green lit and would produce the Film. According to Wegner, Warner Bros. would release the Film in 2018 as part of Alcon 's output deal with the studio.

141. On or about May 18, 2017, Hill stated in writing to Mr. Stout and Mr. Hirsch that he would finance the Film.

142. On or about November 3, 2017, Hill stated in writing to Mr. Stout and Mr. Hirsch that Taraji P. Henson had committed to make the Film, that he, his company 16:14 Entertainment, and Defendants would make the Film at Fox 2000, and that he and his (unnamed) partners would finance the Film.

143. In or about January 2018, Wegner orally stated on more than one occasion to Mr. Stout and Mr. Hirsch that Alcon would produce the Film and production would start soon.

144. On or about February 26, 2018, all Defendants issued a Press Release publicly stating that each of them was making the Film with Laurie Collyer directing and Queen Latifah starring. According to the Press Release:

a. Alcon would "finance and produce" the Film with Torridon/16:14;

b. Walden Media would produce the Film with Wegner, Hill, and Badik;

c. Kosove and Johnson would executive produce the Film;

d. Production on the Film would begin on April 9, 2018;

e. The Film would be "released by Warner Bros. via Alcon's output deal with the studio";

145. The foregoing representations by Defendants were false.

146. The individual Defendants, Kosove/Johnson/Wegner as agents of the Alcon entities had a duty to disclose to Plaintiffs the fact that the film was not fully financed.

147. The individual Defendants, Kosove/Johnson had a duty to disclose that they were not going to "executive produce the Film."

148. Defendants knew that the foregoing representations were false when they made them, as demonstrated by the fact that production on the Film stopped on or about April 6, 2018.

149. Defendants intended for Plaintiffs to rely on the foregoing misrepresentations.

150. At the time Defendants made the foregoing misrepresentations to Plaintiffs, Plaintiffs were unaware of the false nature of such misrepresentations and could not, in the exercise of reasonable diligence, have discovered the falsity of such representations. Plaintiffs reasonably relied on Defendants' false statements, because Defendants alone knew that their statements were false.

151. On March 15, 2018, Mr. Stout, Mr. Hirsch and Yale Badik were on an extended phone call that at the time seemed very productive and affirmed that the movie was still going forward and fully funded.

152. On May 30, 2018, Kosove emailed and stated that Alcon had nothing to do with the production and would only be distribution.

153. The May 30, 2018 statement by Kosove was false and conflicted with prior representations.

154. Upon information and belief, Wish to Give Production, LLC was formed and registered to do business in North Carolina as a limited liability company to aid in the production of the movie.

155. The formation of the Wish to Give Production, LLC directly conflicts with the representations of Alcon that it would merely be the distributor and not the producer of the film.

156. Wish to Give Production was formed in January 2018 shortly before the Press Release went public.

157. Defendants made the foregoing representations without reasonable grounds for believing them to be true.

158. Defendants intended for Plaintiffs to rely on the foregoing misrepresentations.

159. At the time Defendants made the foregoing misrepresentations to Plaintiffs, Plaintiffs were unaware of the false nature of such misrepresentations and could not, in the exercise of reasonable diligence, have discovered the falsity of such representations.

160. Plaintiffs reasonably relied on Defendants' statements.

161. As a proximate result of the false representations by Defendants, Plaintiffs have suffered damages in excess of $25,000.00.

SECOND CAUSE OF ACTION

(Negligent Misrepresentation-All Plaintiffs and All Defendants)

162. The previous allegations are incorporated herein by reference.

163. The Press Release contained false information that was released by Defendants without reasonable care.

164. Defendants owed a duty of care to relay truthful information to Plaintiffs.

165. Plaintiffs were entitled to and did rely on the false information.

166. Plaintiffs had no way of discerning the falsity of the information and reasonably relied on the negligent misrepresentations of Defendants.

167. Plaintiffs relied on the misrepresentations to their detriment.

168. As a proximate result of Defendants' negligent misrepresentations Plaintiffs have been damaged in excess of $25,000.00.

THIRD CAUSE OF ACTION
(Unfair & Deceptive Trade Practices-All Plaintiffs against all Defendants)

169. The preceding allegations are incorporated herein by reference.

170. Defendants' conduct as outlined above was unfair and deceptive.

171. Defendants' conduct as outlined above was in or affecting commerce in the State of North Carolina.

172. Defendants' directly targeted North Carolina citizens through their deceptive and unfair actions.

173. The foregoing actions by defendants were both unfair and deceptive.

174. Defendant's conduct constitutes substantial aggravating factors including, but not limited to:

a. Falsely representing that ALCON would finance and produce the film;

b. Falsely representing that Walden Media would produce the Film with Wegner, Hill and Badik;

c. Falsely representing that Kosove and Johnson would executive produce the Film.;

d. Starting production of the Film without funding in place as represented; and

e. Falsely representing the Film would be "released by Warner Bros. via Alcon's output deal with the studio".

175. Defendant's conduct described above was a proximate cause of the harm to Plaintiffs.

176. As a proximate result of Defendants' unfair and deceptive business practices, Plaintiffs have suffered damages in excess of $25,000.00.

FOURTH CAUSE OF ACTION
(Unjust Enrichment-Hirsch and Alcon)

177. The preceding allegations are incorporated herein by reference.

178. Mr. Hirsch has provided valuable services to Alcon and has not been paid for those services.

179. The services were not provided gratuitously and Mr. Hirsch expected to be paid for his services.

180. Mr. Hirsch has demanded payment for his services, however Alcon has refused to pay him for his services.

181. The services Mr. Hirsch provided to Alcon to which he has not been paid exceed $25,000.00.

182. Mr. Hirsch is entitled to a judgment against Alcon for unjust enrichment.

WHEREFORE Plaintiffs respectfully pray the Court:

1) For judgment against the Defendants, jointly and severally, for fraud, negligent misrepresentation and unfair or deceptive trade practices in a sum exceeding $25,000.00;

2) For judgment in favor of Mr. Hirsch against Alcon for Unjust Enrichment in a sum exceeding $25,000.00;

3) For pre-judgment interest and post-judgment interest as provided by law;

4) For treble damages under Chapter 75 against all defendants;

5) For all costs and attorneys' fees;

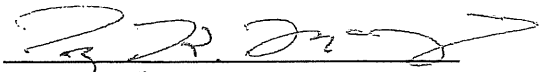
6) For punitive damages against all defendants in an amount appropriate to punish or set an example of them, and to deter such conduct in the future, the exact amount of such damages;

7) That this matter be tried by a jury; and

8) For such other and further relief as the Court shall deem just and proper.

This the 15th day of September, 2020.

REDDING | JONES, PLLC



Ty K. McTier
David G. Redding
2907 Providence Road, Suite 303
Charlotte, North Carolina 28211
Telephone & Fax | 704.900.2215
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT** was served upon all parties of record by email and by depositing a copy thereof in the United States mail, addressed as follows:

J. David Black
Nexsen Pruet, LLC
1230 main St., Suite 700
Columbia, SC 29201
dblack@nexsenpruet.com
Counsel for Alcon Entities/Broderick Johnson and Andrew Kosove

S. Frederick Winiker, III
Winiker Law Firm, PLLC
435 East Morehead Street
Charlotte, NC 28202
swiniker@winikerlaw.com
Counsel for Steven Wegner

This the 15th day of September, 2020.

REDDING JONES, PLLC

Ty K. McTier

RECEIVED
SEP 17 2020
NEXSEN PRUET, LLC

Best regards,

Stuart

From: Wegner, Steve [mailto:SWegner@alconent.com]
Sent: Tuesday, July 5, 2016 11:17 PM
To: 'Jonah Hirsch' <jmhirsch@mac.com>
Cc: Stuart Stout <stuart@mfwhproductions.com>
Subject: RE: Schedule/Budget

Hello Jonah,

(and Stuart, who is cc'd. I look forward to meeting you)

David is merely suggesting someone (her name is Betsy Danbury https://pro-labs.imdb.com/name/nm0199131/?ref_=sch_int), who he trusts and has worked with several times. He can vouch for her without hesitation. (He doesn't know Daryl and thus can't vouch for him) You guys are under no obligation to hire her. However, what is needed is a true and complete budget AND schedule. The budget by itself is not a true diagram without a thorough and comprehensive schedule. Otherwise, it just won't hold water.

The size of the $12M or $16M budget isn't the issue. Both numbers are not backed up. I asked Yasmine if there was a budget. I didn't ask her to cut one down to size. She may have been confused with my previous comment that the film should cost about $12M. At that point, it was looking like Alcon was passing anyway, I was inquiring about a budget to see if it would fit with other potential suitors. I also assumed a schedule was done with it, but Yasmine told me there wasn't. I shared with David to let him know what the above-the-line numbers were looking like. We both knew that without a schedule it wasn't complete. The point wasn't to punch holes in it.

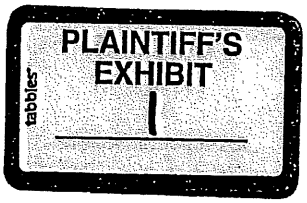
I'm sure Daryl is very experienced at the budgeting process, but he seems (this is just a bird's eye view) to lack real experience in scheduling – which is a very different exercise orchestrated with assistance from the director and his vision for the film. This isn't to discredit Daryl, but just to let you know that Betsy is fully versed in all aspects of budgeting and production planning. So yes, I would say she has more experience in this regard.

David isn't trying to pressure you. It seems like Charlie and Yasmine are very eager and that is where the pressure seems to be coming from. However, if you were to take up David's offer to hire Betsy, he would want to run point with her to make sure the budget/schedule is buttoned up and he can protect his relationship. In other words, he wouldn't just give you her contact info for you to reach out.

I will reiterate that David is as trustworthy as they come and I trust him wholeheartedly. He would never tell you anything that he didn't believe himself.

Lastly, if you want to wait a bit, that's fine. I know David is about to embark on a three-week vacation, so the timing may be off anyway.

Let's talk tomorrow.



HOPE'S WISH
SAVANNAH, GA

PRODUCER: JONAH HIRSCH, STEVEN WEGNER
DIRECTOR: CHARLES STRATTON
SCRIPT DATED: 08/02/16
BUDGET DATED: 08/26/16
BUDGET PREPARED BY: D.LEFEVER

LOCATION: SAVANNAH, GA
PREP: 10 WEEKS
SHOOT: 40 DAYS
SHOOT DIST:3 DAYS (CHARLOTTE, NC)
HOLIDAYS: 1
POST: 18 WEEKS (LA)
UNIONS: WGA, DGA, SAG, IA, TEAMSTER

Acct#	Category Description	Page	Total
1100	STORY - RIGHTS & CONTINUITY	1	1,359,832
1200	PRODUCER'S UNIT	1	1,688,284
1300	DIRECTION	3	657,060
1400	CAST	5	2,210,735
1500	TRAVEL & LIVING	11	336,527
	TOTAL ABOVE-THE-LINE COSTS		6,252,438
2000	PRODUCTION STAFF	13	1,133,742
2100	EXTRA TALENT	22	348,411
2200	SET DESIGN	24	258,974
2300	SET CONSTRUCTION	26	602,625
2400	SET STRIKING	33	44,600
2500	SET OPERATIONS	33	765,194
2600	SPECIAL EFFECTS	39	83,372
2700	SET DRESSING	40	443,716
2800	PROPERTY	45	130,684
2900	PICTURE VEHICLES & ANIMALS	46	71,304
3000	WARDROBE	47	337,411
3100	MAKEUP & HAIRDRESSING	50	259,045
3200	LIGHTING	53	563,663
3300	CAMERA & VIDEO	56	971,998
3400	PRODUCTION SOUND	60	178,802
3500	TRANSPORTATION	61	1,296,806
3600	LOCATION	72	996,313
3700	PRODUCTION LAB & MEDIA MGMT	77	87,430
3900	BTL TRAVEL AND LIVING	78	527,746
4000	SECOND UNITS	80	128,433
4100	TESTS	80	13,360
	TOTAL PRODUCTION COSTS		9,243,630
4400	EDITING	80	495,540
4500	MUSIC	82	300,000
4600	POST SOUND	82	243,500
4700	IMAGE & SOUND FINISHING & DELIVERABLES	83	165,000
4800	VISUAL EFFECTS	84	100,000
4900	STOCK FOOTAGE	84	75,000
5000	TITLES, OPTICALS	84	20,000
5100	FACILITIES, EQUIPMENT & MEDIA MGMT	85	94,590
	TOTAL POST PRODUCTION COSTS		1,493,630
6300	PUBLICITY	85	25,000
6700	INSURANCE	86	181,950
6800	GENERAL EXPENSE	86	384,836
	CONTINGENCY : 8.0%		1,406,519

Acct#	Category Description	Page	Total
	TOTAL OTHER COSTS		1,998,305
	Total Above-The-Line		6,252,438
	Total Below-The-Line		12,735,565
	Total Above and Below-The-Line		18,988,003
	Grand Total		18,988,003
7000	GA Estimated Tax Incentive		(3,634,964)
	Net Total		15,353,039

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
1100	STORY - RIGHTS & CONTINUITY						
1101	WRITERS						
	DIANA OSSANA						
	HOLD FEE	1	Allow	1	300,000	300,000	
	SHARED CREDIT	1	Allow	1	50,000	50,000	
	Subtotal	1	Allow	1	200,000	200,000	
	CHARLIE STRATTON					550,000	
	SHARED CREDIT	1	Allow	1	39,979	39,979	
	Subtotal	1	Allow	1	160,000	160,000	
	STEVE ALLISON					199,979	
	Subtotal	1	Allow	1	33,916	33,916	
	Total					33,916	
1103	RIGHTS PURCHASED						783,895
	STUART & SHELBY STOUT						
	Subtotal	1	Allow	1	250,000	250,000	
	Total					250,000	
1104	DEVELOPMENT COSTS						250,000
	LEGAL,TRAVEL,FUND RAISING EXPENSES						
	Subtotal	1	Allow	1	250,000	250,000	
	Total					250,000	
1124	RESEARCH						250,000
1127	SCRIPT CLEARANCE						1,500
	CLEARANCES						
	Total	1	Allow	1	10,000	10,000	
1133	SCRIPT DVD RIGHTS						10,000
	WGA						
	SCRIPT PUB FEE						
	Total	1	Allow	1	10,000	10,000	
1150	SCRIPT PHOTOCOPY						10,000
	ALLOWANCE						
	Total	1	Allow	1	1,500	1,500	
1199	Total Fringes						1,500
	WGA PENSION	8.5%			298,895	25,406	
	WGA HW	8.5%			323,895	27,531	
Account Total for 1100							52,937
							1,359,832
1200	PRODUCER'S UNIT						
1201	LINE PRODUCER						
	LINE PRODUCER (ASSUMES UPM)						
	FLAT DEAL						
	PORTION OF FEE PAID @						
	FRINGED DGA:						
	FLAT DEAL						
	Subtotal	1	Allow	1	175,000	175,000	
						175,000	

Continuation of Account 1201

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						
1202	PRODUCER						175,000
	ASSUMES LOANOUT:						
	JONAH HIRSCH						
	PREP						
	SHOOT	1	Allow	0.2	400,000	80,000	
	POST	1	Allow	0.6	400,000	240,000	
	Subtotal	1	Allow	0.2	400,000	80,000	
						400,000	
	PRODUCER- STEVEN WEGNER						
	PREP						
	SHOOT	1	Allow	0.2	300,000	60,000	
	POST	1	Allow	0.6	300,000	180,000	
	Subtotal	1	Allow	0.2	300,000	60,000	
						300,000	
	PRODUCER- STUART STOUT						
	PREP						
	SHOOT	1	Allow	0.2	150,000	30,000	
	POST	1	Allow	0.6	150,000	90,000	
	Subtotal	1	Allow	0.2	150,000	30,000	
	Total					150,000	
1203	PRODUCERS						850,000
	ASSUMES LOANOUT						
	NO FRINGES APPLIED						
	EXEC PROD- LARRY MCMURTRY						
	PRODUCER- DIANA OSSANA	1	Allow	1	150,000	150,000	
	CO-PRODUCER- ALEX ALLEN	1	Allow	1	250,000	250,000	
	ADD'L PRODUCER - TBD	1	Allow	1	30,000	30,000	
	Subtotal	1	Allow	1	20,000	20,000	
	Total					450,000	
1205	PRODUCERS' ASSISTANTS						450,000
	PRODUCERS ASSISTANT						
	NAME:						
	START:						
	RATE: $700/wk						
	LOCAL HIRE						
	PREP						
	SHOOT- LOCATIONS	10	Weeks	1	700	7,000	
	TRAVEL	7.4	Weeks	1	700	5,180	
	SHOOT- DISTANT	0.4	Weeks	1	700	280	
	HOLIDAY	0.6	Weeks	1	700	420	
	WRAP	0.2	Weeks	1	700	140	
	Subtotal	1	Week	1	700	700	
						13,720	
	Total						
1206	PRODUCER OVERHEAD						13,720
		1	Allow	1	100,000	100,000	
	Total						
1290	DRIVERS AND TRAILERS						100,000

Continuation of Account 1290

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHARES2 RM WITH DIRECTOR						
	Subtotal						
	SELF-DRIVE					0	
	LINE PRODUCER						
	PRODUCER	21.6	Weeks	1	358	7,733	
	PRODUCER	21.6	Weeks	1	358	7,733	
	PRODUCER	15.6	Weeks	1	358	5,585	
	SALES TAX	12.6	Weeks	1	358	4,511	
	Subtotal	8	%	1	25,561	2,045	
	Total					27,606	
1296	OTHER COSTS						27,606
	PROD. ENTERTAINMENT						
	Subtotal	1	Allow	1	2,500	2,500	
	Total					2,500	
1299	Total Fringes						2,500
	ATL WC/PR FEE						
	DGAP	1,300	Weeks		3,899.52	3,900	
	DGAVH	5.5%			175,000	9,625	
	FICA	7.719%			175,000	13,508	
	MEDI	6.2%			132,220	8,198	
	FUI	1.45%			188,720	2,736	
	FEE	0.6%			14,000	84	
	DGAUHW	1%			188,720	1,887	
	SUI-LOC	10.5%			175,000	18,375	
	LOCWC	8.1%			19,000	1,539	
		5.09%			188,720	9,606	
Account Total for 1200							69,458
							1,688,284
1300	DIRECTION						
1301	DIRECTOR						
	CHARLIE STRATTON						
	ASSUMES CORPORATION						
	PREP						
	SHOOT	1	Allow	0.2	500,000	100,000	
	POST	1	Allow	0.6	500,000	300,000	
		1	Allow	0.2	500,000	100,000	
	Total						
1305	DIRECTOR'S ASSISTANT						500,000
	NAME:						
	START:						
	RATE: $700/wk						
	LOCAL HIRE						
	PREP						
	SHOOT LOCATION	10	Weeks	1	700	7,000	
	TRAVEL	7.4	Weeks	1	700	5,180	
	SHOOT- DISTANT	0.4	Weeks	1	700	280	
	HOLIDAY	0.6	Weeks	1	700	420	
	WRAP	0.2	Weeks	1	700	140	
		0.6	Weeks	1	700	420	

Continuation of Account 1305

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	NAME:						
	START:						
	RATE: $700/wk						
	LA HIRE						
	POST						
	Subtotal	18	Weeks	1	700	12,600	
1390	DRIVERS AND TRAILERS					26,040	
	2-RM TRAILER DRIVER						
	DIRECTOR/PRODUCER						
	LOCAL TEAMSTER						
	START:						
	SCALE: RATE A						
	LOCAL HIRE						
	PREP / WRAP = 12 HR DAY						
	SHOOT LOCATION = 15 HR DAY						
	DIRECTOR/LINE PRODUCER						
	PREP						
	SHOOT LOCATION	0.2	Weeks	70....	34.99	490	
	TRAVEL	7.4	Weeks	100	34.99	25,892	
	SHOOT- DISTANT	0.4	Weeks	70....	34.99	980	
	HOLIDAY	0.6	Weeks	100	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	0.4	Weeks	70....	34.99	980	
	2-RM TRAILER W/STAKEBED					30,720	
	DIRECTOR/TBD CAST						
	PREP						
	SHOOT LOCATION	0.2	Weeks	1	1,950	390	
	SHOOT- DISTANT	8	Weeks	1	1,950	15,600	
	WRAP	0.6	Weeks	1	1,950	1,170	
	SALES TAX	0.2	Weeks	1	1,950	390	
	Subtotal	8	%	1	17,550	1,404	
	SELF-DRIVE					18,954	
	DIRECTOR						
	SALES TAX	18.8	Weeks	1	358	6,730	
	Subtotal	8	%	1	6,730	538	
	Total					7,269	
1396	OTHER COSTS						56,943
	DIRECTOR ENTERTAINMENT						
	Subtotal	1	Allow	1	2,500	2,500	
	Total					2,500	
1399	Total Fringes						2,500
	ATL WC/PR FEE						
	DGAP	1,300	Weeks		1,299.84	1,300	
	DGAHW	5.5%			200,000	11,000	
	DGAO	10.5%			400,000	42,000	
	FICA	0.5%			500,000	2,500	
	MEDI	6.2%			56,760.42	3,519	
	FUI	1.45%			56,760.42	823	
	SUI-CA	0.6%			21,000	126	
		8%			7,000	560	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	CAWC	4.48%			12,600	564	
	FEE	1%			56,760.42	568	
	SUI-LOC	8.1%			19,000	1,539	
	LOCWC	5.09%			44,160.42	2,248	
	TEAM	105	Days		4,830	4,830	
Account Total for 1300							71,577
							657,060
1400 CAST							
1401	STAR #1						
	Hope - Assumes Loan Out	1	Allow	1	125,000	125,000	
	Total						125,000
1402	STAR #2						
	Amy Laws - Assumes Loan Out	1	Allow	1	750,000	750,000	
	Total						750,000
1403	STAR #3						
	Kevin Donnelley - Assumes Loan Out	1	Allow	1	200,000	200,000	
	Total						200,000
1404	SUPPORTING CAST						
	L.A. HIRES						
	Stuart Stout						
	Shelby Stout	1	Allow	1	125,000	125,000	
	Subtotal	1	Allow	1	125,000	125,000	
	Azalea - Shoot - 1 Day						250,000
	Azalea - Weekly Pick Up	1	Day	1	1,924	1,924	
	Hold	3	Weeks	1	5,749	17,248	
	Travel	1	Week	1	3,887	3,887	
	Subtotal	0.4	Weeks	2	3,887	3,109	
	ASSUMES INDIVIDUALS						26,168
	ASSUMES REGIONAL HIRES						
	Austin - Shoot						
	Hold	3	Weeks	1	5,749	17,248	
	Travel	3	Weeks	1	3,887	11,660	
	Subtotal	0.4	Weeks	1	3,887	1,555	
	Holly - Shoot						30,463
	Hold	3	Weeks	1	5,749	17,248	
	Travel	3	Weeks	1	3,887	11,660	
	Subtotal	0.4	Weeks	1	3,887	1,555	
	Emily - Minor						30,463
	Travel	6	Weeks	1	3,887	23,321	
	Subtotal	0.4	Weeks	1	3,887	1,555	
							24,876
	ASSUMES LOCAL HIRES						
	Carol - Shoot						
	Hold	3	Weeks	1	5,749	17,248	
	Travel	1	Week	1	3,887	3,887	
	Subtotal	0.4	Weeks	1	3,887	1,555	
	Kelli - Shoot						22,689
		3	Weeks	1	5,749	17,248	

Continuation of Account 1404

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Hold						
	Travel	1	Week	1	3,887	3,887	
	Subtotal	0.4	Weeks	1	3,887	1,555	
	Total					22,689	
1405	DAY PLAYERS						407,348
	ASSUMES INDIVIDUALS						
	REGIONAL HIRES						
	Kathleen						
	Dr McMahon	1	Week	1	5,749	5,749	
	Board Chairman/Wendell	1.2	Weeks	1	5,749	6,899	
	LOCAL HIRES	2.6	Weeks	1	5,749	14,948	
	Jacques						
	Orthopedist	2	Days	1	1,924	3,849	
	Femalel Board Chairman	1	Day	1	1,924	1,924	
	Biopsy Surgeon	1	Day	1	1,924	1,924	
	Orderly	1	Day	1	1,026	1,026	
	Neigbor	1	Day	1	1,026	1,026	
	Delivery Guy	1	Day	1	1,026	1,026	
	Elizabeth Leland	1	Day	1	1,026	1,026	
	Business Man	1	Day	1	1,026	1,026	
	Taxi Driver	1	Day	1	1,026	1,026	
	Homeless Man	2	Days	1	1,026	2,053	
	Mitch	1	Day	1	1,026	1,026	
	Videographer	1	Day	1	1,026	1,026	
	Sports Anchor	1	Day	1	1,026	1,026	
	Hotel Manager	1	Day	1	1,026	1,026	
	Keith Larson	1	Day	1	1,026	1,026	
	Dale Earnhart, Jr	1	Day	1	1,026	1,026	
	Michael Jordan	1	Allow	1	5,000	5,000	
	Tony Stewart	1	Allow	1	5,000	5,000	
	Martha Grantham	1	Allow	1	5,000	5,000	
	Subtotal	1	Allow	1	3,000	3,000	
	WARDROBE FITTINGS					67,662	
	UPGRADE ALLOWANCE	20	FITS	0.25	997	4,985	
	Subtotal	1	Allow	1	5,000	5,000	
	Total					9,985	
1430	LOOPING - ALL COSTS						77,647
	LOOPING	1	Allow	1	10,000	10,000	
	Total						10,000
1454	CASTING DIRECTOR						
	L.A. CASTING DIRECTOR						
	CORP:						
	RATE: $ 6,000/WK						
	ALLOWANCE	8	Weeks	1	6,000	48,000	
	Subtotal					48,000	

Continuation of Account 1454

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	LOCAL CASTING						
	ALLOWANCE	1	Allow	1	10,000	10,000	
	Subtotal					10,000	
	Total						58,000
1457	CASTING STAFF						
	CASTING ASSOCIATE						
	LOCAL 399						
	NAME:						
	START:						
	RATE: $900/WK						
	ALLOWANCE	8	Weeks	1	900	7,200	
	Subtotal					7,200	
	Total						7,200
1460	CASTING EXPENSES						
	CASTING SUPPLIES						
	ALLOWANCE	8	Weeks	1	100	800	
	Subtotal					800	
	CASTING OFFICE RENTALS						
	ALLOWANCE	8	Weeks	1	200	1,600	
	Subtotal					1,600	
	CASTING WORKBOOK (WEBSITE SERVICE)	1	Allow	1	2,500	2,500	
	Subtotal					2,500	
	Total						4,900
1471	STAR PERKS #1						
	CAST #1 TRAILER DRIVER						
	Local Teamster						
	PREP						
	SHOOT LOCATION	0.6	Weeks	70....	34.99	1,470	
	TRAVEL	7.4	Weeks	100	34.99	25,892	
	SHOOT- DISTANT	0.4	Weeks	70....	34.99	980	
	HOLIDAY	0.6	Weeks	100	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	0.2	Weeks	70....	34.99	490	
	2 Room Trailer- Cast/School #1					31,210	
	PREP						
	SHOOT LOCATION	0.6	Weeks	1	1,400	840	
	SHOOT - DIST LOCATION	8	Weeks	1	1,400	11,200	
	WRAP	0.6	Weeks	1	1,400	840	
	SALES TAX	0.2	Weeks	1	1,400	280	
	Subtotal	8	%	1	13,160	1,053	
	Stake Bed- Cast/School #1					14,213	
	PREP						
	SHOOT LOCATION	0.6	Weeks	1	550	330	
	SHOOT - DIST LOCATION	8	Weeks	1	550	4,400	
	WRAP	0.6	Weeks	1	550	330	
	SALES TAX	0.2	Weeks	1	550	110	
		8	%	1	5,170	414	

Continuation of Account 1471

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					5,584	
	SELF-DRIVE						
	CAST #1						
	SALES TAX	8.6	Weeks	1	358	3,079	
	Subtotal	8	%	1	3,079	246	
	Total					3,325	
1472	STAR PERKS #2						54,332
	CAST #2 TRAILER DRIVER						
	Local Teamster						
	PREP						
	SHOOT LOCATION	0.6	Weeks	70....	34.99	1,470	
	TRAVEL	4	Weeks	100	34.99	13,996	
	SHOOT- DISTANT	0.4	Weeks	70....	34.99	980	
	HOLIDAY	0.6	Weeks	100	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	0.2	Weeks	70....	34.99	490	
	SINGLE TRAILER FOR CAST #2					19,314	
	PREP						
	SHOOT LOCATION	0.6	Weeks	1	1,800	1,080	
	SHOOT - DIST LOCATION	4	Weeks	1	1,800	7,200	
	WRAP	0.6	Weeks	1	1,800	1,080	
	SALES TAX	0.2	Weeks	1	1,800	360	
	Subtotal	8	%	1	9,720	778	
	Stake Bed Cast #2					10,498	
	PREP						
	SHOOT LOCATION	0.6	Weeks	1	550	330	
	SHOOT - DIST LOCATION	4	Weeks	1	550	2,200	
	WRAP	0.6	Weeks	1	550	330	
	SALES TAX	0.2	Weeks	1	550	110	
	Subtotal	8	%	1	2,970	238	
	SELF-DRIVE					3,208	
	CAST #1						
	SALES TAX	5	Weeks	1	358	1,790	
	Subtotal	8	%	1	1,790	143	
	Total					1,933	
1473	STAR PERKS #3						34,952
	CAST #3 TRAILER DRIVER						
	Local Teamster						
	PREP						
	SHOOT LOCATION	0.6	Weeks	70....	34.99	1,470	
	TRAVEL	3	Weeks	100	34.99	10,497	
	SHOOT- DISTANT	0.4	Weeks	70....	34.99	980	
	HOLIDAY	0.6	Weeks	100	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	0.2	Weeks	70....	34.99	490	
	SINGLE TRAILER FOR CAST #3					15,815	

Continuation of Account 1473

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP						
	SHOOT LOCATION	0.6	Weeks	1	1,800	1,080	
	SHOOT - DIST LOCATION	3	Weeks	1	1,800	5,400	
	WRAP	0.6	Weeks	1	1,800	1,080	
	SALES TAX	0.2	Weeks	1	1,800	360	
	Subtotal	8	%	1	7,920	634	
	Stake Bed Cast #3					8,554	
	PREP						
	SHOOT LOCATION	0.6	Weeks	1	550	330	
	SHOOT - DIST LOCATION	3	Weeks	1	550	1,650	
	WRAP	0.6	Weeks	1	550	330	
	SALES TAX	0.2	Weeks	1	550	110	
	Subtotal	8	%	1	2,420	194	
	SELF-DRIVE					2,614	
	CAST #3						
	SALES TAX	4	Weeks	1	358	1,432	
	Subtotal	8	%	1	1,432	115	
	Total					1,547	
1474	STAR PERKS - ALL OTHER CAST						28,529
	CAST PA'S X 3						
	RATE $ 9.00						
	LOCAL HIRE						
	PREP / SHOOT / WRAP 14						
	PREP						
	SHOOT LOCATION	0.6	Weeks	3	810.00	1,458	
	HOLIDAY	7.4	Weeks	3	810.00	17,982	
	WRAP	0.2	Weeks	3	810.00	486	
	Subtotal	0.2	Weeks	3	810.00	486	
	SELF-DRIVES					20,412	
	CAST x 10						
	SALES TAX	7.6	Weeks	10	358	27,208	
	Total	8	%	1	47,620	3,810	
1496	OTHER COSTS						51,430
	REHEARSAL SPACE						
	CRAFT SERVICE	1	Week	1	1,000	1,000	
	Total	1	Allow	1	500	500	
1497	ATL DRIVERS & TRAILERS						1,500
	3-RM CAST TRAILER DRIVER #1						
	LOCAL TEAMSTER						
	START:						
	SCALE: RATE A						
	LOCAL HIRE						
	PREP / WRAP = 12 HR DAY						
	SHOOT LOCATION = 15 HR DAY						
	PREP						
	SHOOT LOCATION	0.2	Weeks	70....	34.99	490	
	TRAVEL	7.4	Weeks	100	34.99	25,892	
		0.4	Weeks	70....	34.99	980	

Continuation of Account 1497

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT- DISTANT	0.6	Weeks	100	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	0.2	Weeks	70....	34.99	490	
	Subtotal					30,231	
	3-RM CAST TRAILER DRIVERS #2						
	LOCAL TEAMSTER						
	START:						
	SCALE: RATE A						
	LOCAL HIRE						
	PREP / WRAP = 12 HR DAY						
	SHOOT LOCATION = 15 HR DAY						
	PREP						
	SHOOT LOCATION	0.2	Weeks	70....	34.99	490	
	TRAVEL	7.4	Weeks	100	34.99	25,892	
	SHOOT- DISTANT	0.4	Weeks	70....	34.99	980	
	HOLIDAY	0.6	Weeks	100	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	0.2	Weeks	70....	34.99	490	
	3-RM CAST TRAILER X 2					30,231	
	START:						
	PREP						
	SHOOT LOCATION	0.2	Weeks	2	1,600	640	
	SHOOT - DIST LOCATION	8	Weeks	2	1,600	25,600	
	WRAP	0.6	Weeks	2	1,600	1,920	
	SALES TAX	0.4	Weeks	2	1,600	1,280	
	Subtotal	8	%	1	29,440	2,355	
	STAKEBED: 3-RM CAST TRAILER					31,795	
	(SUPPORTING CAST / DAY PLAYERS)						
	SCALE: RATE A						
	LOCAL HIRE						
	PREP						
	SHOOT LOCATION	0.2	Weeks	2	550	220	
	SHOOT - DIST LOCATION	8	Weeks	2	550	8,800	
	WRAP	0.6	Weeks	2	550	660	
	SALES TAX	0.4	Weeks	2	550	440	
	Subtotal	8	%	1	10,120	810	
	Total					10,930	
1499	Total Fringes						103,186
	ATL WC/PR FEE	1,300	Weeks		6,759.17	6,759	
	SAGPHW	17.3%			843,168.23	145,868	
	SAG-ALL IN	37.5%			208,826.26	78,310	
	IAVH	7.719%			7,837.57	605	
	IAPHW	18%			7,837.57	1,411	
	FICA	6.2%			202,000.48	12,524	
	MEDI	1.45%			202,000.48	2,929	
	FUI	0.6%			56,000	336	
	SUI-CA	8%			14,000	1,120	
	CAWC	4.48%			48,000	2,150	
	CL	1.96%			7,200	141	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	FEE	1%			146,800.48	1,468	
	ATL FEE	12	Weeks		200	200	
	CASTING DIR	480	Weeks		3,840.4	3,840	
	ASSOC CASTING DIR	391	Weeks		3,130	3,130	
	SUI-LOC	8.1%			66,500	5,387	
	LOCWC	5.09%			146,800.48	7,472	
	TEAM	105	Days		18,480	18,480	
	NU	22.44%			20,412	4,580	296,711
Account Total for 1400							2,210,735
1500	TRAVEL & LIVING						
1512	PRODUCERS' TRAVEL						8,600
	LINE PRODUCER						
	PRODUCERS	1	FCRT	1	1,750	1,750	
		3	FCRT	1	1,750	5,250	
	AIRPORT TRANSFERS						
	LOS ANGELES						
	LOCAL	4	Trip	2	100	800	
	Total	4	Trip	2	100	800	
1515	PRODUCER'S HOTEL						92,232
	LINE PRODUCER						
	LINE PRODUCER - DISTANT	20.6	Weeks	7	200	28,840	
		1	Week	7	200	1,400	
	PRODUCER - JH						
	PRODUCER - DISTANT	17.8	Weeks	7	200	24,920	
	SALES TAX	1	Week	7	200	1,400	
		8	%	1	56,560	4,525	
	PRODUCER - SW						
	PRODUCER - DISTANT	11.8	Weeks	7	200	16,520	
	SALES TAX	0	Weeks	7	200	0	
		8	%	1	16,520	1,322	
	PRODUCER - SS						
	PRODUCER - DISTANT	8.8	Weeks	7	200	12,320	
	SALES TAX	0	Weeks	7	200	0	
	Total	8	%	1	12,320	986	
1518	PRODUCERS' PER DIEM						32,025
	LINE PRODUCER						
	LINE PRODUCER - DISTANT	20.6	Weeks	7	75	10,815	
		1	Week	7	75	525	
	PRODUCER - JH						
	PRODUCER - DISTANT	17.8	Weeks	7	75	9,345	
		1	Week	7	75	525	
	PRODUCER - SW						
	PRODUCER - DISTANT	11.8	Weeks	7	75	6,195	
		0	Weeks	7	75	0	
	PRODUCER - SS						
	PRODUCER - DISTANT	8.8	Weeks	7	75	4,620	
	Total	0	Weeks	7	75	0	
1521	DIRECTOR'S TRAVEL						
	DIRECTOR	2	FCRT	1	1,750	3,500	

Continuation of Account 1521

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	AIRPORT TRANSFERS						
	LOS ANGELES						
	LOCAL	2	Trip	2	100	400	
		2	Trip	2	100	400	
	Total						4,300
1524	DIRECTOR'S HOTEL						
	DIRECTOR	17.8	Weeks	7	200	24,920	
	DIRECTOR - DISTANT	1	Week	7	200	1,400	
	SALES TAX	8	%	1	26,320	2,106	
	Total						28,426
1527	DIRECTOR'S PER DIEM						
	DIRECTOR	17.8	Weeks	7	75	9,345	
	DIRECTOR - DISTANT	1	Week	7	75	525	
	Total						9,870
1530	CAST TRAVEL						
	Hope (+ Guardian)	1	FCRT	2	1,750	3,500	
	Kevin Donnelley	1	FCRT	2	1,750	3,500	
	Amy	1	FCRT	2	1,750	3,500	
	Stuart	1	FCRT	1	1,750	1,750	
	Shelby	1	FCRT	1	1,750	1,750	
	Azalea	1	CCRT	2	1,500	3,000	
	AIRPORT TRANSFERS						
	LOS ANGELES						
	LOCAL	6	Trip	2	100	1,200	
		6	Trip	2	100	1,200	
	Total						19,400
1533	CAST HOTEL						
	Hope						
	Dist	7.6	Weeks	7	200	10,640	
	Guardian	1	Week	7	200	1,400	
	Dist	7.6	Weeks	7	200	10,640	
		1	Week	7	200	1,400	
	Amy						
	Dist	5.6	Weeks	7	200	7,840	
		1	Week	7	200	1,400	
	Kevin						
	Dist	1	Week	7	200	1,400	
		1	Week	7	200	1,400	
	Stuart						
	Dist	6.6	Weeks	7	200	9,240	
		1	Week	7	200	1,400	
	Shelby						
	Dist	6.6	Weeks	7	200	9,240	
		1	Week	7	200	1,400	
	Austin	6.6	Weeks	7	150	6,930	
	Holly	6.6	Weeks	7	150	6,930	
	Emily	6.6	Weeks	7	150	6,930	
	Guardian	6.6	Weeks	7	150	6,930	

Continuation of Account 1533

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Azalea	5	Weeks	7	150	5,250	
	Regional Hires Est	5	Weeks	7	150	5,250	
	SALES TAX	11	%	1	95,620	10,518	
	Total						106,138
1536	CAST PER DIEM						
	Hope	7.6	Weeks	7	60	3,192	
	Dist	1	Week	7	60	420	
	Guardian	7.6	Weeks	7	60	3,192	
	Dist	1	Week	7	60	420	
	Amy	5.6	Weeks	7	75	2,940	
	Dist	1	Week	7	75	525	
	Kevin	1	Week	7	75	525	
	Dist	1	Week	7	75	525	
	Stuart	6.6	Weeks	7	75	3,465	
	Dist	1	Week	7	75	525	
	Shelby	6.6	Weeks	7	75	3,465	
	Dist	1	Week	7	75	525	
	Austin	6.6	Weeks	7	60	2,772	
	Holly	6.6	Weeks	7	60	2,772	
	Emily	6.6	Weeks	7	60	2,772	
	Guardian	6.6	Weeks	7	60	2,772	
	Azalea	5	Weeks	7	60	2,100	
	Reginal Hires Est	5	Weeks	7	60	2,100	
	Total						35,007
1599	Total Fringes						
	Box/Per Diem	1.75%			30,240	529	529
	Account Total for 1500						336,527
	TOTAL ABOVE-THE-LINE COSTS						6,252,438
2000	**PRODUCTION STAFF**						
2005	PRODUCTION SUPERVISOR						
	NAME:						
	START:						
	RATE:	3,600	/wk	1	0	0	
	LOCAL HIRE NON-UNION						
	PREP	10	Weeks	1	3,600	36,000	
	SHOOT	7.4	Weeks	1	3,600	26,640	
	TRAVEL	0.4	Weeks	1	3,600	1,440	

Continuation of Account 2005

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT - DIST	0.6	Weeks	1	3,600	2,160	
	HOLIDAY	0.2	Weeks	1	3,600	720	
	WRAP	2	Weeks	1	3,600	7,200	
	Total						74,160
2010	1st ASSISTANT DIRECTOR						
	NAME:						
	DGA						
	START:						
	RATES: $6883/$1122= $8005						
	LA HIRE						
	PREP - NON CONSEC	1	Week	1	8,005	8,005	
	TRAVEL/PREP	5	Weeks	1	8,005	40,025	
	SHOOT LOCATION	7.4	Weeks	1	8,005	59,237	
	TRAVEL	0.4	Weeks	1	8,005	3,202	
	SHOOT - DIST	0.6	Weeks	1	8,005	4,803	
	WRAP/TRAVEL	0.4	Weeks	1	8,005	3,202	
	Total						118,474
2011	2nd ASSISTANT DIRECTOR						
	NAME:						
	START:						
	2nd AD						
	SCALE RATES: $ 3,298 / $ 695 = $ 3,993						
	$ 3,298 / $ 695 = $ 3,993						
	LOCAL HIRE						
	PREP	2	Weeks	1	3,298	6,596	
	SHOOT LOCATION	7.4	Weeks	1	3,993	29,548	
	TRAVEL	0.4	Weeks	1	3,993	1,597	
	SHOOT - DIST	0.6	Weeks	1	3,993	2,396	
	WRAP ALLOWANCE	40	Days	1	50	2,000	
	WRAP	0.2	Weeks	1	3,298	660	
	Total						42,797
2012	2nd 2nd ASSISTANT DIRECTOR						
	NAME:						
	START:						
	SCALE: $ 3,114						
	LOCAL HIRE						
	PREP	1	Week	1	3,114	3,114	
	SHOOT LOCATION	7.4	Weeks	1	3,114	23,044	
	TRAVEL	0.4	Weeks	1	3,114	1,246	
	SHOOT - DIST	0.6	Weeks	1	3,114	1,868	
	WRAP	0.2	Weeks	1	3,114	623	
	Total						29,894
2019	SCRIPT SUPERVISOR						
	NAME:						
	START:						
	SCALE	33.81	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						

Continuation of Account 2019

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	LOCAL HIRE						
	PREP						
	SHOOT LOCATION	10	Days	11....	33.81	3,973	
	TRAVEL	37	Days	16....	33.81	20,328	
	SHOOT - DISTANT	2	Days	8.00	33.81	541	
	HOLIDAY	3	Days	16....	33.81	1,648	
	WRAP	1	Day	8.00	33.81	270	
	MULTIPLE CAMERA ADJUSTMENTS	1	Day	11....	33.81	397	
		40	Days	1	40	1,600	
	SCRIPT TIMING						
		1	Allow	1	500	500	
	Total						29,258
2021	LOCATION MANAGER						
	NAME:						
	START:						
	LOCAL TEAMSTER						
	RATE: $2898/WK						
	LOCAL HIRE						
	PREP (Non Consecutive)						
	SHOOT LOCATION	12	Weeks	1	2,898	34,781	
	TRAVEL	7.4	Weeks	1	2,898	21,448	
	SHOOT - DISTANT	0.4	Weeks	1	2,898	1,159	
	HOLIDAY	0.6	Weeks	1	2,898	1,739	
	WRAP	0.2	Weeks	1	2,898	580	
		1	Week	1	2,898	2,898	
	Total						62,606
2022	ASSISTANT LOCATION MANAGERS						
	KEY ASST LOCATION MGR #1						
	NAME:						
	START:						
	LOCAL TEAMSTER						
	RATE: $2006/WK						
	LOCAL HIRE						
	PREP (Non Consecutive)						
	SHOOT LOCATION	6	Weeks	1	2,006	12,039	
	TRAVEL	7.4	Weeks	1	2,006	14,848	
	SHOOT - DISTANT	0.4	Weeks	1	2,006	803	
	HOLIDAY	0.6	Weeks	1	2,006	1,204	
	WRAP	0.2	Weeks	1	2,006	401	
		1	Week	1	2,006	2,006	
	Subtotal						31,300
	KEY ASST LOCATION MGR #2						
	NAME:						
	START:						
	LOCAL TEAMSTER						
	RATE: $2006/WK						
	LOCAL HIRE						
	PREP						
	SHOOT LOCATION	4	Weeks	1	2,006	8,026	
	TRAVEL	7.4	Weeks	1	2,006	14,848	
	SHOOT - DISTANT	0.4	Weeks	1	2,006	803	
		0.6	Weeks	1	2,006	1,204	

Continuation of Account 2022

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	HOLIDAY	0.2	Weeks	1	2,006	401	
	WRAP	1	Week	1	2,006	2,006	
	Subtotal						27,288
	LOCATION PA'S						
	PREP	1	Week	2	750	1,500	
	SHOOT LOCATION	7.4	Weeks	2	750	11,100	
	HOLIDAY	0.2	Weeks	2	750	300	
	WRAP	1	Week	2	750	1,500	
	Subtotal						14,400
	LOCATION PA'S DIST						
	PREP	0.2	Weeks	2	750	300	
	SHOOT - DIST	0.6	Weeks	2	750	900	
	WRAP	0.2	Weeks	2	750	300	
	Total						74,488
2023	LOCATION SCOUTS						
	ALLOWANCE	10	Days	1	400	4,000	
	Total						4,000
2025	SET PRODUCTION ASSISTANTS						
	MINIMUM WAGE RATE $ 9.00 / HR						
	KEY SET P.A. #1						
	NAME:						
	START:						
	RATE $ 10.00						
	LOCAL HIRE						
	PREP / SHOOT / WRAP 14						
	PREP	1	Week	1	900.00	900	
	SHOOT LOCATION	7.4	Weeks	1	900.00	6,660	
	TRAVEL	0.4	Weeks	1	900.00	360	
	SHOOT - DIST LOCATION	0.6	Weeks	1	900.00	540	
	HOLIDAY	0.2	Weeks	1	900.00	180	
	WRAP	0.2	Weeks	1	900.00	180	
	Subtotal						8,820
	SET P.A. #2						
	RATE $ 10.00						
	LOCAL HIRE						
	PREP / SHOOT / WRAP 14						
	PREP	0.6	Weeks	1	900.00	540	
	SHOOT LOCATION	7.4	Weeks	1	900.00	6,660	
	HOLIDAY	0.2	Weeks	1	900.00	180	
	WRAP	0	Weeks	1	900.00	0	
	Subtotal						7,380
	SET P.A. #3						
	RATE $ 10.00						
	LOCAL HIRE						
	PREP / SHOOT / WRAP 14						

Continuation of Account 2025

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP	0	Weeks	1	900.00	0	
	SHOOT LOCATION	7.4	Weeks	1	900.00	6,660	
	HOLIDAY	0.2	Weeks	1	900.00	180	
	WRAP	0	Weeks	1	900.00	0	
	Subtotal					6,840	
	ADD'L SET P.A.'S						
	RATE: $ 9.00 HR - 14 HR DAY						
	ALLOWANCE	25	M/Dys	1	162.00	4,050	
	DIST ALLOWANCE	10	M/Dys	1	162.00	1,620	
	Subtotal					5,670	
	Total						28,710
2031	PRODUCTION ACCOUNTANT						
	NAME:						
	START:						
	RATE: $ 3,500/WK						
	LA HIRE						
	STAYS IN MAIN LOCATION						
	TRAVEL/PREP	10	Weeks	1	3,600	36,000	
	SHOOT LOCATION	7.4	Weeks	1	3,600	26,640	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	3,600	1,440	
	SHOOT - DIST LOCATION	0.6	Weeks	1	3,600	2,160	
	HOLIDAY	0.2	Weeks	1	3,600	720	
	WRAP/TRAVEL	4	Weeks	1	3,600	14,400	
	Total						81,360
2033	1st ASSISTANT ACCOUNTANT						
	NAME:						
	START:						
	RATE: $2000/WK						
	LA HIRE						
	TRAVEL/PREP	10	Weeks	1	2,000	20,000	
	SHOOT LOCATION	7.4	Weeks	1	2,000	14,800	
	TRAVEL	0.4	Weeks	1	2,000	800	
	SHOOT - DIST LOCATION	0.6	Weeks	1	2,000	1,200	
	HOLIDAY	0.2	Weeks	1	2,000	400	
	WRAP/TRAVEL	4	Weeks	1	2,000	8,000	
	Total						45,200
2034	2nd ASSISTANT ACCOUNTANTS						
	2ND ASST ACCOUNTANT #1						
	NAME:						
	START:						
	RATE: $ 1,300/WK						
	LOCAL HIRE						
	PREP	8	Weeks	1	1,300	10,400	
	SHOOT LOCATION	7.4	Weeks	1	1,300	9,620	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	1,300	520	
	SHOOT - DIST LOCATION	0.6	Weeks	1	1,300	780	
	HOLIDAY	0.2	Weeks	1	1,300	260	

Continuation of Account 2034

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	WRAP	3	Weeks	1	1,300	3,900	
	Subtotal					25,480	
	Total						25,480
2036	PAYROLL ACCOUNTANT						
	NAME:						
	START:						
	RATE: $1800/wk						
	LOCAL HIRE						
	PREP	4	Weeks	1	1,800	7,200	
	SHOOT LOCATION	7.4	Weeks	1	1,800	13,320	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	1,800	720	
	SHOOT - DIST LOCATION	0.6	Weeks	1	1,800	1,080	
	HOLIDAY	0.2	Weeks	1	1,800	360	
	WRAPL	3	Weeks	1	1,800	5,400	
	Subtotal					28,080	
	Total						28,080
2040	ACCOUNTING CLERK						
	NAME:						
	START:						
	RATE: $750/WK						
	LOCAL HIRE						
	PREP	4	Weeks	1	750	3,000	
	SHOOT LOCATION	7.4	Weeks	1	750	5,550	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	750	300	
	SHOOT - DIST LOCATION	0.6	Weeks	1	750	450	
	HOLIDAY	0.2	Weeks	1	750	150	
	WRAP	3	Weeks	1	750	2,250	
	Total						11,700
2042	PRODUCTION COORDINATOR						
	NAME:						
	START:						
	RATE:						
	LOCAL HIRE ASA	1,900		1	0	0	
	PREP	10	Weeks	1	1,900	19,000	
	SHOOT LOCATION	7.4	Weeks	1	1,900	14,060	
	TRAVEL	0.4	Weeks	1	1,900	760	
	SHOOT - DIST LOCATION	0.6	Weeks	1	1,900	1,140	
	HOLIDAY	0.2	Weeks	1	1,900	380	
	WRAP	3	Weeks	1	1,900	5,700	
	Total						41,040
2043	ASSISTANT PROD COORDINATOR						
	NAME:						
	START:						
	RATE: $1,500/WK						
	LOCAL HIRE ASA						
	PREP	10	Weeks	1	1,500	15,000	
	SHOOT LOCATION	7.4	Weeks	1	1,500	11,100	

Continuation of Account 2043

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	TRAVEL						
	SHOOT - DIST LOCATION	0.4	Weeks	1	1,500	600	
	HOLIDAY	0.6	Weeks	1	1,500	900	
	WRAP	0.2	Weeks	1	1,500	300	
		4	Weeks	1	1,500	6,000	
	Total						33,900
2044	PRODUCTION SECRETARIES						
	NAME:						
	START:						
	RATE: $800/WK						
	LOCAL HIRE NON-UNION						
	PREP						
	SHOOT LOCATION	6	Weeks	1	800	4,800	
	TRAVEL - STAYS IN MAIN LOC	7.4	Weeks	1	800	5,920	
	SHOOT - DIST LOCATION	0.4	Weeks	1	800	320	
	HOLIDAY	0.6	Weeks	1	800	480	
	WRAP	0.2	Weeks	1	800	160	
		1	Week	1	800	800	
	Total						12,480
2046	OFFICE PRODUCTION ASSTS						
	OFFICE P.A. # 1						
	RATE: $10/HR						
	PREP						
	SHOOT LOCATION	10	Weeks	1	700.00	7,000	
	TRAVEL	7.4	Weeks	1	700.00	5,180	
	SHOOT - DIST LOCATION	0.4	Weeks	1	700.00	280	
	HOLIDAY	0.6	Weeks	1	700.00	420	
	WRAP	0.2	Weeks	1	700.00	140	
	Subtotal	3	Weeks	1	700.00	2,100	
	OFFICE P.A. # 2						15,120
	NAME:						
	START:						
	RATE: $10/HR						
	PREP						
	SHOOT LOCATION	6	Weeks	1	700.00	4,200	
	TRAVEL - STAYS IN MAIN LOC	7.4	Weeks	1	700.00	5,180	
	SHOOT - DIST LOCATION	0.4	Weeks	1	700.00	280	
	HOLIDAY	0.6	Weeks	1	700.00	420	
	WRAP	0.2	Weeks	1	700.00	140	
	Subtotal	2	Weeks	1	700.00	1,400	
	Total					11,620	26,740
2070	TEACHERS / WELFARE WORKERS						
	RATE: ASA						
	Shoot	32.58	/hr	1	0	0	
		8.6	Weeks	70	32.58	19,613	
	Total						19,613
2072	DGA - SEVERANCE						
	UPM (LINE PRODUCER)	1	COA	1	8,584	8,584	
	1st ASST DIRECTOR	1	COA	1	8,005	8,005	
	2nd ASST DIRECTOR	1	COA	1	3,993	3,993	
	2nd 2nd ASST DIRECTOR	1	COA	1	3,114	3,114	

Continuation of Account 2072

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						23,696
2074	BOARDS / BUDGETS						
	ALLOWANCE	1	Allow	1	5,000	5,000	
	Total						5,000
2078	PRODUCTION STAFF COMPUTER RENTALS						
	ALL COMPUTERS @ $ 10/DY CAPPED @ $ 500 PRODUCTION SUPERVISOR CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	1ST A.D. CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	2ND A.D. CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	2ND 2ND A.D. CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	SCRIPT SUPERVISOR CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	ACCOUNTANT CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	1ST ASST ACCOUNTANT CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	2ND ASST ACCOUNTANT CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	PAYROLL ACCOUNTANT CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	ACCOUNTING CLERK CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	PRODUCTION COORDINATOR CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	APOC CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	PRODUCTION SECRETARY CAPPED	1	CAP	1	500	500	
	Subtotal					500	
	Total						6,500

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
2080	ACCOUNTING COMPUTER RENTALS						
	SERVER/PRINTER/SCANNER	1	Allow	1	1,000	1,000	
	PRINTERS	1	Allow	3	1,000	3,000	
	Total						4,000
2092	BOX RENTALS						
	LOCATION MANAGER						
	(Includes Computer)						
	PREP/SHOOT/WRAP	20.4	Weeks	1	100	2,040	
	ASSISTANT LOCATION MANAGER #1						
	PREP/SHOOT/WRAP	14.4	Weeks	1	50	720	
	ASSISTANT LOCATION MANAGER #2						
	PREP/SHOOT/WRAP	12.4	Weeks	1	50	620	
	SCOUTS	1	Allow	1	1,000	1,000	
	Total						4,380
2094	CAR EXPENSES / ALLOWANCES						
	LOCATION MANAGER						
	PREP (Non-Consecutive)	10	Weeks	1	375	3,750	
	SHOOT	8.6	Weeks	1	375	3,225	
	WRAP	1	Week	1	375	375	
	Subtotal					7,350	
	KEY ASST LOCATION MANAGER # 1						
	PREP	6	Weeks	1	375	2,250	
	SHOOT	8.6	Weeks	1	375	3,225	
	WRAP	1	Week	1	375	375	
	Subtotal					5,850	
	KEY ASST LOCATION MANAGER # 2						
	PREP	4	Weeks	1	375	1,500	
	SHOOT	8.6	Weeks	1	375	3,225	
	WRAP	1	Week	1	375	375	
	Subtotal					5,100	
	SCOUTS						
	PREP	10	Days	1	75	750	
	Subtotal					750	
	Total						19,050
2099	Total Fringes						
	DGAP	5.5%			191,165.2	10,514	
	DGAVH	7.719%			191,165.2	14,756	
	DGAO	0.5%			191,165.2	956	
	FICA	6.2%			798,572.18	49,511	
	MEDI	1.45%			798,572.18	11,579	
	FUI	0.6%			218,175.34	1,309	
	CAWC	4.48%			126,560	5,670	
	FEE	1%			807,156.18	8,072	
	Non-Aff - 60 hrs	449	Weeks		36,119.7	36,120	
	DGAUHW	10.5%			191,165.2	20,072	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SUI-LOC	8.1%			256,243.34	20,756	
	LOCWC	5.09%			680,596.18	34,642	
	TEAM	105	Days		26,670	26,670	
	Tier 3	109	Days		34,771	34,771	
	NU	22.44%			25,570	5,738	281,136
Account Total for 2000							**1,133,742**
2100	**EXTRA TALENT**						
2101	STAND-INS						
	PA Stand - Ins x 2						
	Non Union $150/dy (12 hrs) = $10.71/Hr						
	ALLOWANCE	37	Days	2	150	11,100	
	ALLOWANCE	3	Days	2	150	900	
	Total						12,000
2103	EXTRAS						
	$10/hour - 12 hour days						
	* - Assumes Add'l Non Paid Extras						
	Hospital Doctors/Nurses/Patients - ROS	150	M/Dys	1	140	21,000	
	Pizza Parlor Patrons	10	M/Dys	1	140	1,400	
	Basketball Parents/Students/Coaches*	75	M/Dys	1	140	10,500	
	Cheerleading Team/Coaches	30	M/Dys	1	140	4,200	
	Cheerleading Varisty Team Plc	12	M/Dys	1	140	1,680	
	People Around M.Jordan	10	M/Dys	1	140	1,400	
	Starbucks Patrons	15	M/Dys	1	140	2,100	
	Orthopedist Office Nurse	1	M/Dys	1	140	140	
	Make A Wish Found - Staff/Volunteers	10	M/Dys	2	140	2,800	
	Make A Wish Found - Board Members	15	M/Dys	3	140	6,300	
	Make a Wish Fund Raiser - Guests/Servers*	5	M/Dys	1	140	700	
	Devon and Parents	3	M/Dys	2	140	840	
	Corporate Box Patrons	10	M/Dys	1	140	1,400	
	Beach Famlies	50	M/Dys	1	140	7,000	
	Beach Neighbor Famly	4	M/Dys	1	140	560	
	Golf Course Friends	3	M/Dys	1	140	420	
	Panthers Liason/Security	3	M/Dys	1	140	420	
	Panthers Players/Coaches	45	M/Dys	1	140	6,300	
	Thai Restaurant Patrons	8	M/Dys	1	140	1,120	
	Local Bakery Patrons	15	M/Dys	1	140	2,100	
	Mom with three Kids	4	M/Dys	1	140	560	
	Photographer	1	M/Dys	1	140	140	
	Little Boy	1	M/Dys	1	140	140	
	Teenage Girl	1	M/Dys	1	140	140	
	Man Stuck In Traffic	1	M/Dys	1	140	140	
	Nascar Mechanics	5	M/Dys	1	140	700	
	Hot Choc Stand	20	M/Dys	1	140	2,800	
	Children In Cafeteria	25	M/Dys	1	140	3,500	
	NBA Bobcats Fans/Management/Press*	15	M/Dys	1	140	2,100	
	Christmas Friends/Family	10	M/Dys	1	140	1,400	
	Christmas Carolers*	30	M/Dys	1	140	4,200	

Continuation of Account 2103

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Cemetery - Family/Friends*	30	M/Dys	1	140	4,200	
	Int Westin - Event Planners/Wait Staff/Guests*	25	M/Dys	2	140	7,000	
	Ext Westin - Crowd*	200	M/Dys	2	140	56,000	
	ND Streets/Shops	250	M/Dys	1	140	35,000	
	ND Streets/Shops-Dist	100	M/Dys	1	140	14,000	
	Total						204,400
2104	SPECIAL ABILITY						
	$15/hour - 8/ hour days						
	Basketball Team Coaches x 2	5	Days	2	120	1,200	
	Subtotal					1,200	
	$10/hour - 8/ hour days						
	Basketball Team Mates x 10	5	Days	10	80	4,000	
	Basketball Opposing Team x 10	5	Days	10	80	4,000	
	Total						9,200
2110	EXTRAS COORDINATOR & STAFF						
	EXTRAS COORD						
	LOCAL HIRE						
	PREP	3	Weeks	1	1,500	4,500	
	SHOOT LOCATION	7.4	Weeks	1	1,500	11,100	
	TRAVEL	0.4	Weeks	1	1,500	600	
	SHOOT - DIST LOCATION	0.6	Weeks	1	1,500	900	
	HOLIDAY	0.2	Weeks	1	1,500	300	
	WRAP	0.2	Weeks	1	1,500	300	
	Subtotal					17,700	
	EXTRAS PA						
	RATE $ 10.00						
	LOCAL HIRE						
	PREP / SHOOT / WRAP 14						
	PREP	0.6	Weeks	1	900.00	540	
	SHOOT LOCATION	7.4	Weeks	1	900.00	6,660	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	900.00	360	
	SHOOT - DIST LOCATION	0.6	Weeks	1	900.00	540	
	HOLIDAY	0.2	Weeks	1	900.00	180	
	WRAP	0	Weeks	1	900.00	0	
	Subtotal					8,280	
	ADD'L SET P.A.'S						
	RATE: $ 10.00 HR - 14 HR DAY						
	ALLOWANCE	25	M/Dys	1	180.00	4,500	
	DIST ALLOWANCE	10	M/Dys	1	180.00	1,800	
	Subtotal					6,300	
	Total						32,280
2136	WELFARE WORKERS						
	TEACHER						
	SCALE:	32.58	$/HR	1	0	0	
	SHOOT 12						

Continuation of Account 2136

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT	15	Days	14....	32.58	6,964	
	Subtotal					6,964	
	TEACHER BOX RENTAL						
	SHOOT	15	Days	1	25	375	
	Subtotal					375	
	Total						7,339
2142	WARDROBE / FITTINGS / MAKEUP						
	COSTUME FITTINGS						
	$14.5 EACH						
	OTHER	300	FITS	1	14.5	4,350	
	Total						4,350
2148	ATMOSHPHERE CARS & EQUIP						
	STANDARD VEHICLES	100	M/DYS	1	35	3,500	
	Total						3,500
2195	MILEAGE						
	ALLOWANCE	1	Allow	1	2,500	2,500	
	Total						2,500
2196	ALLOWANCE						
	Photo Books, Casting Calls, Crowd Food	1	Allow	1	10,000	10,000	
	Total						10,000
2199	Total Fringes						
	FICA	6.2%			32,943.98	2,043	
	MEDI	1.45%			32,943.98	478	
	FUI	0.6%			24,143.98	145	
	FEE	1%			32,943.98	329	
	SUI-LOC	8.1%			26,843.98	2,174	
	LOCWC	5.09%			32,943.98	1,677	
	Tier 3	109	Days		1,635	1,635	
	NU	22.44%			242,250	54,361	62,842
Account Total for 2100							348,411
2200 SET DESIGN							
2201	PRODUCTION DESIGNER						
	NAME:						
	START:						
	RATE: INCLDS IDLES	4,600	/WK	1	0	0	
	LA HIRE						
	TRAVEL/PREP	10	Weeks	1	4,600	46,000	
	SHOOT LOCATION	7.4	Weeks	1	4,600	34,040	
	TRAVEL	0.4	Weeks	1	4,600	1,840	
	SHOOT - DIST LOCATION	0.6	Weeks	1	4,600	2,760	
	HOLIDAY	0.2	Weeks	1	4,600	920	
	WRAP/TRAVEL	0.4	Weeks	1	4,600	1,840	
	Total						87,400
2212	ART DEPARTMENT COORDINATOR						

Continuation of Account 2212

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	NAME:						
	START:						
	RATE:	1,750.00	/WK	1	0	0	
	LOCAL HIRE ASA						
	PREP	10	Weeks	1	1,750.00	17,500	
	SHOOT LOCATION	7.4	Weeks	1	1,750.00	12,950	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	1,750.00	700	
	SHOOT - DIST LOCATION	0.6	Weeks	1	1,750.00	1,050	
	HOLIDAY	0.2	Weeks	1	1,750.00	350	
	WRAP	1	Week	1	1,750.00	1,750	
	Total						34,300
2215	ART DEPARTMENT P.A.						
	ART P.A. # 1						
	NAME:						
	START:						
	RATE: $9.2857/HR						
	PREP	8	Weeks	1	650.00	5,200	
	SHOOT LOCATION	7.4	Weeks	1	650.00	4,810	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	650.00	260	
	SHOOT - DIST LOCATION	0.6	Weeks	1	650.00	390	
	HOLIDAY	1	Day	1	650.00	650	
	WRAP	1	Week	1	650.00	650	
	Subtotal					11,960	
	Total						11,960
2218	SET DESIGNERS / DRAFTSMEN						
	SET DESIGNERS						
	START:						
	LOCAL HIRE	33.44	/HR	1	0	0	
	ALLOWANCE	6	Weeks	1	2,717.00	16,302	
	Total						16,302
2227	STORYBOARD ARTISTS						
	LOCAL HIRE						
	ALLOWANCE	2	Weeks	1	3,500	7,000	
	Total						7,000
2233	GRAPHICS						
	GRAPHIC ARTIST						
	START:						
	RATE: $35.8/HR - 12 HR DAY						
	PREP/SHOOT/WRAP	6	Weeks	1	2,792.40	16,754	
	Total						16,754
2239	RESEARCH MATERIAL						
	ALLOWANCE	1	Allow	1	1,000	1,000	
	Total						1,000
2242	BLUEPRINTS & PHOTOCOPYING						
	PA ART DEPARTMENT COPIER						

Continuation of Account 2242

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	(COLOR + BW)						
	RENTAL START:						
	COLOR/B+W COPIER RENTAL	3	Months	1	1,000	3,000	
	DELIVERY	1	Allow	1	500	500	
	Subtotal					3,500	
	PA COLOR & BLACK / WHITE COPIES	1	Allow	1	2,500	2,500	
	Subtotal					2,500	
	Total						6,000
2290	PURCHASES						
	ALLOWANCE	1	Allow	1	3,000	3,000	
	Total						3,000
2291	RENTALS						
	DRAFTING TABLES/BLUEPRINTS ETC.	1	Allow	1	5,000	5,000	
	Total						5,000
2292	BOX RENTALS						
	PRODUCTION DESIGNER						
	CAPPED	1	CAP	1	2,000	2,000	
	Subtotal					2,000	
	SET DESIGNER BOX						
	(Box Includes Computer - Capped at $1,500)	1	CAP	1	1,500	1,500	
	Subtotal					1,500	
	ART DEPT COORDINATOR						
	(Computer Capped $500)	1	CAP	1	500	500	
	Subtotal					500	
	GRAPHIC ARTIST BOX						
	(Computer Capped $1500)	1	CAP	1	1,500	1,500	
	Subtotal					1,500	
	Total						5,500
2299	Total Fringes						
	IAVH	7.719%			16,754.4	1,293	
	IAPHW	18%			104,154.4	18,748	
	FICA	6.2%			157,414.38	9,760	
	MEDI	1.45%			157,414.38	2,283	
	FUI	0.6%			36,950	222	
	CAWC	4.48%			87,400	3,916	
	FEE	1%			157,414.38	1,574	
	AS IA Flat	48%			16,302	7,825	
	SUI-LOC	8.1%			46,950	3,803	
	LOCWC	5.09%			70,014.38	3,564	
	Tier 3	109	Days		11,772	11,772	64,758
Account Total for 2200							258,974
2300	SET CONSTRUCTION						
2301	CONSTRUCTION COORDINATOR						
	NAME:						
	START:						
	RATE:	2,800.00		1	0	0	

Continuation of Account 2301

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	STAYS IN MAIN LOC						
	PREP	5	Weeks	1	2,800.00	14,000	
	SHOOT LOCATION	7.4	Weeks	1	2,800.00	20,720	
	TRAVEL - STAYS IN MAIN LOC	0.4	Weeks	1	2,800.00	1,120	
	SHOOT - DIST LOCATION	0.6	Weeks	1	2,800.00	1,680	
	HOLIDAY	0.2	Weeks	1	2,800.00	560	
	WRAP	1	Week	1	2,800.00	2,800	
	Total						40,880
2302	GENERAL FOREMAN						
	NAME:						
	START:						
	SCALE:						
	PREP / SHOOT - 12/ WRAP 10	33.44	/HR	1	0	0	
	PREP						
	SHOOT LOCATION	20	Days	14....	33.44	9,530	
	TRAVEL - STAYS IN MAIN LOC	37	Days	14....	33.44	17,631	
	SHOOT - DIST LOCATION	2	Days	14....	33.44	953	
	HOLIDAY	3	Days	14....	33.44	1,430	
	WRAP	1	Day	8.00	33.44	268	
	Total	5	Days	11....	33.44	1,839	
							31,651
2304	PAINT FOREMAN						
	NAME:						
	START:						
	SCALE:						
	PREP / SHOOT - 12/ WRAP 10	33.44	/HR	1	0	0	
	PREP						
	SHOOT LOCATION	15	Days	14....	33.44	7,148	
	TRAVEL - STAYS IN MAIN LOC	37	Days	14....	33.44	17,631	
	SHOOT - DIST LOCATION	2	Days	14....	33.44	953	
	HOLIDAY	3	Days	14....	33.44	1,430	
	WRAP	1	Day	8.00	33.44	268	
	Total	3	Days	11....	33.44	1,104	
							28,533
2305	LABOR FOREMAN						
	NAME:						
	START:						
	SCALE:						
	PROPMAKER FOREMAN SCALE	33.44		1	0	0	
	PREP / SHOOT / WRAP 12						
	PREP						
	SHOOT LOCATION	15	Days	14....	33.44	7,148	
	TRAVEL - STAYS IN MAIN LOC	37	Days	14....	33.44	17,631	
	SHOOT - DIST LOCATION	2	Days	14....	33.44	953	
	HOLIDAY	3	Days	14....	33.44	1,430	
	WRAP	1	Day	8.00	33.44	268	
	Total	3	Days	11....	33.44	1,104	
							28,533
2310	CONSTRUCTION LABOR						
	SETS						

Continuation of Account 2310

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Weddington Middle School	70	%	1	10,000	7,000	
	Int Gym						
	Ext Athletic Field						
	Ext Parking Lot						
	Int Cafeteria						
	Int Mario's Pizzeria						
	Stout House	70	%	1	50,000	35,000	
	Ext Front Yard/Driveway						
	Ext Back Yard						
	Int Foyer						
	Int Hope's Room						
	Int Stuart's Office						
	Int Kitchen						
	Int Upstairs Hallway						
	Int Living Room						
	Int Den						
	Int Bathroom						
	Ext Charlotte Streets						
	Int Starbucks						
	Make A Wish Foundation	70	%	1	25,000	17,500	
	Ext Sidewalk						
	Ext Parking Lot						
	Int Common Area						
	Int Kitchen						
	Int Carol's Office						
	Int Amy's Office						
	Int Conference Room						
	Ext Streets - Driving Shots						
	Int Orthopedist Office						
	Int Orthopedist Office Waiting Room						
	Hospital	70	%	1	75,000	52,500	
	Ext Entrance						
	Int Private Waiting Room						
	Int Hallway to Surgery						
	Int Hope's Room						
	Int Hallway Outside Hope's Room						
	Int Emergency Room						
	Int Dr McMahon's Office						
	Int Surgical Prep Room						
	Ext Charlotte Motor Speedway						
	Int Beach Cottage	70	%	1	3,000	2,100	
	Beach	70	%	1	5,000	3,500	

Continuation of Account 2310

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Ext Ocean Blvd - Crossing Bridge						
	Ext Beach Cottage						
	Ext Beach						
	Ext Intercoastal Waterway						
	Int Beach Shop						
	Bank of America Stadium						
	Int Corporate Box						
	Int Outside Locker Rm						
	Int Locker Room						
	Ext Golf Course Parking Lot	70	%	1	1,000	700	
	Int Thai Restaurant						
	Int Amy's Apartment	70	%	1	2,000	1,400	
	Cemetary	70	%	1	2,000	1,400	
	Int Local Bakery						
	Ext Tiny Mountain Town						
	Int News Station	70	%	1	2,500	1,750	
	Int Radios Station	70	%	1	2,500	1,750	
	Int Bobcats Arena						
	Int Tony Stewart's Race Shop						
	Int Westin Ballroom	70	%	1	2,500	1,750	
	Ext Westin Hotel						
	Int Amy's Hotel Room	70	%	1	2,000	1,400	
	Total						127,750
2316	CONSTRUCTION PURCHASES						
	SETS						
	Weddington Middle School	30	%	1	10,000	3,000	
	Int Gym						
	Ext Athletic Field						
	Ext Parking Lot						
	Int Cafeteria						
	Int Mario's Pizzeria						
	Stout House	30	%	1	50,000	15,000	
	Ext Front Yard/Driveway						
	Ext Back Yard						
	Int Foyer						
	Int Hope's Room						
	Int Stuart's Office						
	Int Kitchen						

Continuation of Account 2316

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Int Upstairs Hallway						
	Int Living Room						
	Int Den						
	Int Bathroom						
	Ext Charlotte Streets						
	Int Starbucks						
	Make A Wish Foundation	30	%	1	25,000	7,500	
	Ext Sidewalk						
	Ext Parking Lot						
	Int Common Area						
	Int Kitchen						
	Int Carol's Office						
	Int Amy's Office						
	Int Conference Room						
	Ext Streets - Driving Shots						
	Int Orthopedist Office						
	Int Orthopedist Office Waiting Room						
	Hospital	30	%	1	75,000	22,500	
	Ext Entrance						
	Int Private Waiting Room						
	Int Hallway to Surgery						
	Int Hope's Room						
	Int Hallway Outside Hope's Room						
	Int Emergency Room						
	Int Dr McMahon's Office						
	Int Surgical Prep Room						
	Ext Charlotte Motor Speedway						
	Int Beach Cottage	30	%	1	3,000	900	
	Beach	30	%	1	5,000	1,500	
	Ext Ocean Blvd - Crossing Bridge						
	Ext Beach Cottage						
	Ext Beach						
	Ext Intercoastal Waterway						
	Int Beach Shop						
	Bank of America Stadium						
	Int Corporate Box						
	Int Outside Locker Rm						
	Int Locker Room						
	Ext Golf Course Parking Lot	30	%	1	1,000	300	
	Int Thai Restaurant						

Continuation of Account 2316

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Int Amy's Apartment	30	%	1	2,000	600	
	Cemetary	30	%	1	2,000	600	
	Int Local Bakery						
	Ext Tiny Mountain Town						
	Int News Station	30	%	1	2,500	750	
	Int Radios Station	30	%	1	2,500	750	
	Int Bobcats Arena						
	Int Tony Stewart's Race Shop						
	Int Westin Ballroom	30	%	1	2,500	750	
	Ext Westin Hotel						
	Int Amy's Hotel Room	30	%	1	2,000	600	
	Subtotal					54,750	
	Total						54,750
2333	CONSTRUCTION FIRST AID						
	COVERS MILL AND LOCATIONS:						
	SCALE: BB ASA						
	PREP / SHOOT / WRAP	30.50	/HR	1	0	0	
	MILL WORK	50	Days	14....	30.50	21,731	
	Total						21,731
2339	GREENS						
	GREENS LABOR	70	%	1	40,000	28,000	
	GREENS MATERIAL	30	%	1	40,000	12,000	
	Total						40,000
2342	SCAFFOLDS						
		1	Allow	1	10,000	10,000	
	Total						10,000
2351	SHOP SETUP						
	LABOR	70	%	1	7,000	4,900	
	MATERIALS	30	%	1	7,000	2,100	
	Total						7,000
2360	WAREHOUSE / MILL RENTAL						
	MILL RENTAL/SPFX						
	PREP	4	Weeks	1	1,500	6,000	
	SHOOT	8.6	Weeks	1	1,500	12,900	
	WRAP	1	Week	1	1,500	1,500	
	Total						20,400
2391	CONSTRUCTION RENTALS						
	ALLOWANCE	1	Allow	1	15,000	15,000	
	Total						15,000
2392	BOX RENTALS						

Continuation of Account 2392

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	CONST COORD BOX RENTAL						
	START:						
	PREP	5	Weeks	1	1,500	7,500	
	SHOOT LOCATION	8.6	Weeks	1	1,500	12,900	
	WRAP	1	Week	1	1,500	1,500	
	Subtotal					21,900	
	GENERAL FOREMAN						
	BOX / TOOL RENTAL						
	(Capped at $5,000)						
	START:						
	$30/DAY						
	PREP	4	Weeks	1	150	600	
	SHOOT LOCATION	8.6	Weeks	1	150	1,290	
	WRAP	0.6	Weeks	1	150	90	
	Subtotal					1,980	
	PAINT FOREMAN						
	BOX / TOOL RENTAL						
	START:						
	PREP	3	Weeks	1	350	1,050	
	SHOOT LOCATION	8.6	Weeks	1	350	3,010	
	WRAP	0.2	Weeks	1	350	70	
	Subtotal					4,130	
	LABOR FOREMAN						
	BOX / TOOL RENTAL						
	(Capped at $5,000)						
	START:						
	$30/DAY						
	PREP	3	Weeks	1	150	450	
	SHOOT LOCATION	8.6	Weeks	1	150	1,290	
	WRAP	0.6	Weeks	1	150	90	
	Subtotal					1,830	
	CONSTRUCTION FIRST AIDS						
	BOX RENTAL						
	$25/DAY						
	LA. MILL/STAGES	12.4	Weeks	1	125	1,550	
	Subtotal					1,550	
	Total						31,390
2393	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	1,500	1,500	
	Total						1,500
2394	CAR EXPENSES / ALLOWANCES						
	CONSTRUCTION COORD						
	PREP	5	Weeks	1	125	625	
	SHOOT LOCATION	8.6	Weeks	1	125	1,075	
	WRAP	1	Week	1	125	125	
	Subtotal					1,825	

Continuation of Account 2394

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	GENERAL FOREMAN						
	PREP	4	Weeks	1	125	500	
	SHOOT LOCATION	8.6	Weeks	1	125	1,075	
	WRAP	1	Week	1	125	125	
	Subtotal					1,700	
	PAINT FOREMAN						
	PREP	3	Weeks	1	125	375	
	SHOOT LOCATION	8.6	Weeks	1	125	1,075	
	WRAP	1	Week	1	125	125	
	Subtotal					1,575	
	Total						5,100
2399	Total Fringes						
	FICA	6.2%			134,696.32	8,351	
	MEDI	1.45%			134,696.32	1,953	
	FUI	0.6%			33,100	199	
	FEE	1%			134,696.32	1,347	
	AS IA Flat	48%			182,381.25	87,543	
	SUI-LOC	8.1%			43,100	3,491	
	LOCWC	5.09%			134,696.32	6,856	
	Tier 3	109	Days		28,667	28,667	138,407
Account Total for 2300							**602,625**
2400	**SET STRIKING**						
2401	STRIKING - LABOR						
	ALLOWANCE	1	Allow	1	20,000	20,000	
	Total						20,000
2490	STRIKING - MATERIALS/RENTALS						
		1	Allow	1	5,000	5,000	
	Subtotal					5,000	
	Total						5,000
2495	TRASH & TOXIC WASTE REMOVAL						
	ALLOW	1	Allow	1	10,000	10,000	
	Total						10,000
2499	Total Fringes						
	AS IA Flat	48%			20,000	9,600	9,600
Account Total for 2400							**44,600**
2500	**SET OPERATIONS**						
2501	KEY GRIP						
	NAME:						
	START:						
	SCALE: KEY	33.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	10	Days	11....	33.44	3,678	
	SHOOT LOCATION	37	Days	16....	33.44	20,106	
	TRAVEL	2	Days	11....	33.44	736	

Continuation of Account 2501

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT - DIST	3	Days	16....	33.44	1,630	
	HOLIDAY	1	Day	8.00	33.44	268	
	WRAP	3	Days	11....	33.44	1,104	
	Total						27,521
2502	2nd COMPANY GRIP						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	8	Days	11....	30.50	2,684	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	3	Days	11....	30.50	1,007	
	Total						24,431
2503	DOLLY GRIP						
	DOLLY GRIP # 1						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	30.50	336	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	1	Day	11....	30.50	336	
	Subtotal					21,411	
	Total						21,411
2504	GRIP OPERATING LABOR						
	CO GRIP # 1						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	3	Days	11....	27.60	911	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					20,590	
	CO GRIP # 2						
	SCALE: THIRD	27.60		1	0	0	
	PREP / WRAP 10						
	SHOOT 13						

Continuation of Account 2504

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP	3	Days	11....	27.60	911	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					20,590	
	CO GRIP # 3						
	SCALE: THIRD	27.60		1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	3	Days	11....	27.60	911	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					20,590	
	GRIP MANDAYS						
	SCALE: THIRD						
	SHOOT LOCATION	35	Days	16....	27.60	15,698	
	Subtotal					15,698	
	Total						77,466
2510	KEY RIGGING GRIP						
	NAME:						
	START:						
	SCALE: KEY	33.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	5	Days	11....	33.44	1,839	
	SHOOT LOCATION	37	Days	14....	33.44	17,631	
	TRAVEL	2	Days	11....	33.44	736	
	SHOOT - DIST	3	Days	14....	33.44	1,430	
	HOLIDAY	1	Day	8.00	33.44	268	
	WRAP	3	Days	11....	33.44	1,104	
	Total						23,007
2511	2nd COMPANY RIGGING GRIP						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	5	Days	11....	30.50	1,678	
	SHOOT LOCATION	37	Days	14....	30.50	16,081	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	14....	30.50	1,304	

Continuation of Account 2511

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	3	Days	11....	30.50	1,007	
	Total						20,984
2512	GRIP RIGGING LABOR						
	RIG GRIP # 1						
	SCALE: BB	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	14....	27.60	14,552	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	14....	27.60	1,180	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					18,989	
	SHOOT LOCATION (12 HRS.)	74	Days	14....	27.60	29,104	
	SHOOT - DIST (12 HRS.)	6	Days	14....	27.60	2,360	
	Subtotal					31,464	
	Total						50,453
2526	CRANE GRIPS						
	TECHNO CRANE # 1						
	NAME:						
	START:						
	SCALE: BB (DOLLY)	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	SHOOT - ALLOWANCE	5	Days	16....	30.50	2,478	
	Subtotal					2,478	
	Total						2,478
2527	GREENS LABOR						
	NAME:						
	START:						
	SCALE: KEY	33.44	/HR	1	0	0	
	SHOOT - ALLOWANCE	25	Days	16....	33.44	13,585	
	Total						13,585
2533	STANDBY PAINTER						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	30.50	336	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	

Continuation of Account 2533

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	1	Day	11....	30.50	336	
	Total						21,411
2536	CRAFTSERVICE LABOR						
	KEY CRAFT SERVICE						
	NAME:						
	START:						
	SCALE: BB						
	PREP / WRAP 10	30.50	/HR	1	0	0	
	SHOOT 13						
	PREP	1	Day	11....	30.50	336	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	1	Day	11....	30.50	336	
	Subtotal					21,411	
	CRAFT SVC ASST # 1						
	NAME:						
	START:						
	SCALE: THIRD						
	PREP / WRAP 10	27.60	/HR	1	0	0	
	SHOOT 13						
	PREP	1	Day	11....	27.60	304	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	1	Day	11....	27.60	304	
	Subtotal					19,375	
	CRAFT SERVICE MANDAYS						
	Subtotal					0	
	Total						40,786
2551	CRANE RENTALS						
	TECHNO CRANE:						
	30' TECHNO CRANE	5	Days	1	1,500	7,500	
	TRAILER (INCL.)	0	Days	1	350	0	
	HME WIRELESS HEADSETS	5	Days	1	200	1,000	
	MILEAGE	1	Allow	1	250	250	
	Subtotal					8,750	
	MISC. CRANES	1	Allow	1	5,000	5,000	
	Subtotal					5,000	
	Total		Weeks				13,750
2554	DOLLY RENTALS						
	DOLLIES/TRACK:						
	SUPER PEEWEE III+	8.6	Weeks	1	750	6,450	
	TRACK & ACCESSORIES	8.6	Weeks	1	750	6,450	

Continuation of Account 2554

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						12,900
2557	CRAFT SERVICE SUPPLIES						
	ON-SET CRAFT SERVICE:						
	CAST / CREW	37	Days	1	800	29,600	
	CAST / CREW DIST	3	Days	1	800	2,400	
	ICE / WATER / PROPANE	37	Days	1	200	7,400	
	ICE / WATER / PROPANE DIST	3	Days	1	200	600	
	PAPER PRODUCTS / TRASH BAGS	37	Days	1	100	3,700	
	PAPER PRODUCTS / TRASH BAGS DIST	3	Days	1	100	300	
	EXTRAS	2,081	Allow	1	3	6,243	
	Subtotal					50,243	
	OFF-SET CRAFT SERVICE						
	PREP	10	Weeks	1	500	5,000	
	SHOOT	8.6	Weeks	1	700	6,020	
	WRAP	3	Weeks	1	500	1,500	
	Subtotal					12,520	
	Total						62,763
2590	PURCHASES						
	EXPENDABLES	40	Days	1	750	30,000	
	RIGGING SUPPLIES	1	Allow	1	15,000	15,000	
	Total						45,000
2591	RENTALS						
	GRIP TRUCK PACKAGE	8.6	Weeks	1	3,500	30,100	
	RIGGING PACKAGE	8.6	Weeks	1	2,500	21,500	
	ADDITIONAL EQUIP (Nites)	8.6	Weeks	1	5,000	43,000	
	CONDORS / SCISSOR LIFTS	1	Allow	1	50,000	50,000	
	Total						144,600
2592	BOX RENTALS						
	KEY GRIP BOX						
	SHOOT LOCATION	8.6	Weeks	1	400	3,440	
	Subtotal					3,440	
	BB GRIP BOX						
	SHOOT LOCATION	8.6	Weeks	1	150	1,290	
	Subtotal					1,290	
	RIGGING KEY GRIP BOX						
	SHOOT LOCATION	10.6	Weeks	1	200	2,120	
	Subtotal					2,120	
	RIGGING BB GRIP BOX						
	SHOOT LOCATION	10.6	Weeks	1	150	1,590	
	Subtotal					1,590	
	DOLLY GRIP BOX						
	SHOOT LOCATION	8.6	Weeks	1	50	430	
	Subtotal					430	
	STANDBY PAINTER						
	SHOOT LOCATION	8.6	Weeks	1	250	2,150	
	Subtotal					2,150	

Continuation of Account 2592

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	CRAFT SERVICE BOX / TRLR						
	BOX = $ 700 WK						
	TRAILER = $ 500 / WK						
	PREP	0.2	Weeks	1	1,200	240	
	SHOOT	8.6	Weeks	1	1,200	10,320	
	WRAP	0.2	Weeks	1	1,200	240	
	Subtotal					10,800	
	Total						21,820
2593	LOSS & DAMAGE						
	ALLOWANCE	1		1	500	500	
	Total						500
2599	Total Fringes						
	FICA	6.2%			262,786.32	16,293	
	MEDI	1.45%			262,786.32	3,810	
	FUI	0.6%			89,396.83	536	
	FEE	1%			262,786.32	2,628	
	AS IA Flat	48%			60,746.5	29,158	
	SUI-LOC	8.1%			119,396.83	9,671	
	LOCWC	5.09%			262,786.32	13,376	
	Tier 3	109	Days		64,855	64,855	140,328
Account Total for 2500							**765,194**
2600	**SPECIAL EFFECTS**						
2603	SPECIAL EFFECTS SUPERVISOR						
	NAME:						
	START:						
	DISTANT HIRE						
	SCALE: KEY + $22.53						
	RATE: $50/HOUR						
	PREP / WRAP 10						
	SHOOT 13						
	PREP/SHOOT/WRAP	20	Days	16....	55.97	18,190	
	Total						18,190
2609	SPECIAL EFFECTS FOREMAN						
	SET FOREMAN - PYRO						
	NAME:						
	SCALE: BB + $15.39						
	RATE: $45/HOUR						
	PREP / WRAP 10						
	SHOOT 13						
	PREP/SHOOT/WRAP	20	Days	16....	45.89	14,914	
	Subtotal					14,914	
	Total						14,914
2612	SPECIAL EFFECTS LABOR						
	SPFX SET LABOR						
	SCALE: THIRD						

Continuation of Account 2612

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP / WRAP 10						
	SHOOT 13						
	Subtotal					0	
	ALLOWANCE	15	MAN...	16....	29.60	7,215	
	Subtotal					7,215	
	Total						7,215
2690	PURCHASES						
	MISCELLANEOUS	1	Allow	1	10,000	10,000	
	Total						10,000
2691	RENTALS						
	SPFX TRUCK PACKAGE						
	PREP/SHOOT/WRAP	4	Weeks	1	3,000	12,000	
	Total						12,000
2693	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	500	500	
	Total						500
2694	CAR EXPENSES / ALLOWANCES						
	COORDINATOR TRUCK	4	Weeks	1	300	1,200	
	Total						1,200
2699	Total Fringes						
	AS IA Flat	48%			40,319.5	19,353	19,353
Account Total for 2600							**83,372**
2700	**SET DRESSING**						
2701	SET DECORATOR						
	NAME:						
	START:						
	SCALE: KEY	3,000.00	$/WK	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	6	Weeks	1	3,000.00	18,000	
	SHOOT LOCATION	7.4	Weeks	1	3,000.00	22,200	
	TRAVEL	0.4	Weeks	1	3,000.00	1,200	
	SHOOT - DIST	0.6	Weeks	1	3,000.00	1,800	
	HOLIDAY	0.2	Weeks	1	3,000.00	600	
	WRAP	0.4	Weeks	1	3,000.00	1,200	
	Total						45,000
2702	LEADPERSON						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	30	Days	11....	30.50	10,065	
	SHOOT LOCATION	37	Days	14....	30.50	16,081	

Continuation of Account 2702

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	14....	30.50	1,304	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	10	Days	11....	30.50	3,355	
	Total						31,720
2703	SWING GANG						
	SWING GANG # 1						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	25	Days	11....	27.60	7,590	
	SHOOT LOCATION	37	Days	14....	27.60	14,552	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	14....	27.60	1,180	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	10	Days	11....	27.60	3,036	
	Subtotal					27,186	
	SWING GANG #2						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	20	Days	11....	27.60	6,072	
	SHOOT LOCATION	37	Days	14....	27.60	14,552	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	14....	27.60	1,180	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	10	Days	11....	27.60	3,036	
	Subtotal					25,668	
	SWING GANG #3						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	15	Days	11....	27.60	4,554	
	SHOOT LOCATION	37	Days	14....	27.60	14,552	
	TRAVEL - STAYS IN MAIN LOC	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	14....	27.60	1,180	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	5	Days	11....	27.60	1,518	
	Subtotal					22,632	
	SWING GANG #4						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 12						
	PREP	10	Days	11....	27.60	3,036	
	SHOOT LOCATION	37	Days	14....	27.60	14,552	
	TRAVEL - STAYS IN MAIN LOC	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	14....	27.60	1,180	
	HOLIDAY	1	Day	8.00	27.60	221	

Continuation of Account 2703

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	WRAP	5	Days	11....	27.60	1,518	
	Subtotal					21,114	
	SWING GANG MANDAYS						
	SCALE: THIRD						
	SHOOT 12						
	ALLOW	50	Days	14....	27.60	19,665	
	ALLOW DIST	10	Days	14....	27.60	3,933	
	Subtotal					23,598	
	Total						120,198
2705	ON SET DRESSER						
	ON-SET DRESSER						
	NAME:						
	START:						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	27.60	304	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	1	Day	11....	27.60	304	
	Subtotal					19,375	
	Total						19,375
2790	PURCHASES						
	Weddington Middle School	1		1	5,000	5,000	
	Int Gym						
	Ext Athletic Field						
	Ext Parking Lot						
	Int Cafeteria						
	Int Mario's Pizzeria	1		1	1,500	1,500	
	Stout House	1		1	25,000	25,000	
	Ext Front Yard/Driveway						
	Ext Back Yard						
	Int Foyer						
	Int Hope's Room						
	Int Stuart's Office						
	Int Kitchen						
	Int Upstairs Hallway						
	Int Living Room						
	Int Den						
	Int Bathroom						
	Ext Charlotte Streets						
	Int Starbucks						

Continuation of Account 2790

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Make A Wish Foundation						
	Ext Sidewalk	1		1	15,000	15,000	
	Ext Parking Lot						
	Int Common Area						
	Int Kitchen						
	Int Carol's Office						
	Int Amy's Office						
	Int Conference Room						
	Ext Streets - Driving Shots						
	Int Orthopedist Office						
	Int Orthopedist Office Waiting Room	1		1	2,500	2,500	
		1		1	1,000	1,000	
	Hospital						
	Ext Entrance	1		1	35,000	35,000	
	Int Private Waiting Room						
	Int Hallway to Surgery						
	Int Hope's Room						
	Int Hallway Outside Hope's Room						
	Int Emergency Room						
	Int Dr McMahon's Office						
	Int Surgical Prep Room						
	Ext Charlotte Motor Speedway						
	Int Beach Cottage						
		1		1	1,500	1,500	
	Beach						
	Ext Ocean Blvd - Crossing Bridge	1		1	500	500	
	Ext Beach Cottage						
	Ext Beach						
	Ext Intercoastal Waterway						
	Int Beach Shop						
	Bank of America Stadium						
	Int Corporate Box	1		1	3,000	3,000	
	Int Outside Locker Rm						
	Int Locker Room						
	Ext Golf Course Parking Lot						
		1		1	500	500	
	Int Thai Restaurant						
		1		1	500	500	
	Int Amy's Apartment						
		1		1	2,500	2,500	
	Cemetary						
	Int Local Bakery						
		1		1	1,500	1,500	
	Ext Tiny Mountain Town						
		1		1	500	500	
	Int News Station						
		1		1	500	500	

Continuation of Account 2790

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Int Radios Station	1		1	500	500	
	Int Bobcats Arena						
	Int Tony Stewart's Race Shop						
	Int Westin Ballroom	1		1	25,000	25,000	
	Ext Westin Hotel	1		1	5,000	5,000	
	Int Amy's Hotel Room	1		1	1,000	1,000	
	Total						127,500
2791	RENTALS						
	ALLOWANCE	1		1	15,000	15,000	
	Total						15,000
2792	BOX RENTALS						
	SET DECORATOR BOX						
	PREP	6	Weeks	1	175	1,050	
	SHOOT LOCATION	8.6	Weeks	1	175	1,505	
	WRAP	1	Week	1	175	175	
	Subtotal					2,730	
	LEADPERSON						
	PREP	6	Weeks	1	250	1,500	
	SHOOT LOCATION	8.6	Weeks	1	250	2,150	
	WRAP	2	Weeks	1	250	500	
	Subtotal					4,150	
	ON-SET DRESSER						
	PREP	0.2	Weeks	1	100	20	
	SHOOT LOCATION	8.6	Weeks	1	100	860	
	WRAP	0.2	Weeks	1	100	20	
	Subtotal					900	
	Total						7,780
2793	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	500	500	
	Total						500
2794	CAR EXPENSES / ALLOWANCES						
	SET DECORATOR CAR						
	PREP	6	Weeks	1	125	750	
	SHOOT LOCATION	8.6	Weeks	1	125	1,075	
	WRAP	1	Week	1	125	125	
	Subtotal					1,950	
	LEADMAN						
	PREP	6	Weeks	1	125	750	
	SHOOT LOCATION	8.6	Weeks	1	125	1,075	
	WRAP	2	Weeks	1	125	250	
	Subtotal					2,075	
	Total						4,025
2799	Total Fringes						

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	FICA	6.2%			196,720.21	12,197	
	MEDI	1.45%			196,720.21	2,852	
	FUI	0.6%			53,025	318	
	FEE	1%			196,720.21	1,967	
	AS IA Flat	48%			23,598	11,327	
	SUI-LOC	8.1%			70,525	5,713	
	LOCWC	5.09%			196,720.21	10,013	
	Tier 3	109	Days		28,231	28,231	72,618
Account Total for 2700							443,716
2800 PROPERTY							
2801	PROPERTY MASTER						
	NAME:						
	START:						
	SCALE: KEY						
	PREP / WRAP 10	33.44	/HR	1	0	0	
	SHOOT 13						
	PREP	20	Days	11....	33.44	7,357	
	SHOOT LOCATION	37	Days	16....	33.44	20,106	
	TRAVEL	2	Days	11....	33.44	736	
	SHOOT - DIST	3	Days	16....	33.44	1,630	
	HOLIDAY	1	Day	8.00	33.44	268	
	WRAP	5	Days	11....	33.44	1,839	
	Total						31,935
2802	2nd COMPANY PROP LABOR						
	NAME:						
	START:						
	SCALE: BB						
	PREP / WRAP 10	30.50	/HR	1	0	0	
	SHOOT 13						
	PREP	10	Days	11....	30.50	3,355	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	3	Days	11....	30.50	1,007	
	Total						25,102
2803	OTHER PROPERTY LABOR						
	ADD MANDAYS						
	SCALE: THIRD	27.60	/HR	1	0	0	
	ALLOWANCE	10	Days	16....	27.60	4,485	
	Subtotal					4,485	
	Total						4,485
2827	EXPENDABLES						
	EXPENDABLES	1	Allow	1	2,500	2,500	
	Total						2,500
2890	PURCHASES						

Continuation of Account 2890

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	ALLOW	1	Allow	1	30,000	30,000	
	Total						30,000
2891	RENTALS						
	ALLOW	1	Allow	1	10,000	10,000	
	Total						10,000
2892	BOX RENTALS						
	PROP MASTER BOX						
	SHOOT LOCATION	13.6	Weeks	1	500	6,800	
	Total						6,800
2893	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	500	500	
	Total						500
2894	CAR EXPENSES / ALLOWANCES						
	PROP MASTER CAR						
	PREP	4	Weeks	1	125	500	
	SHOOT LOCATION	8.6	Weeks	1	125	1,075	
	WRAP	1	Week	1	125	125	
	Subtotal					1,700	
	Total						1,700
2899	Total Fringes						
	FICA	6.2%			58,736.71	3,642	
	MEDI	1.45%			58,736.71	852	
	FUI	0.6%			15,700	94	
	FEE	1%			58,736.71	587	
	AS IA Flat	48%			4,485	2,153	
	SUI-LOC	8.1%			20,700	1,677	
	LOCWC	5.09%			58,736.71	2,990	
	Tier 3	109	Days		5,668	5,668	17,662
Account Total for 2800							130,684
2900	PICTURE VEHICLES & ANIMALS						
2906	ANIMAL TRAINERS						
	WRANGLER						
	LOCAL						
	NAME:						
	START:						
	RATE: $38.12						
	TRAINING	5	Days	11....	38.12	2,097	
	ON SET	5	Days	16....	38.12	3,097	
	Total						5,194
2909	ANIMAL HANDLERS						
	ON SET WRANGLER						
	LOCAL						
	RATE: $35.24						
	ON SET	5	Days	16....	35.24	2,863	
	Total						2,863

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
2912	ANIMALS						
	Cat - Pudge Cat - Baby Cat - Peanut Dachshund - Daisy	1	Allow	1	10,000	10,000	
	Total						10,000
2914	EQUIPMENT						
	TRANSPORTATION	1	Allow	1	1,500	1,500	
	Total						1,500
2918	HOUSING, FEED & WATER						
		1	Allow	1	1,000	1,000	
	Total						1,000
2930	PICTURE VEHICLES						
	Stuart's SUV	8.6	Weeks	1	550	4,730	
	Amy's Honda Accord	1	Allow	1	1,000	1,000	
	Shelby's Car	2	Weeks	1	350	700	
	Azalea's Car	1	Allow	1	250	250	
	Dale Earnhardt, Jr Race Car	1	Allow	1	2,500	2,500	
	Man Stuck in Traffic Car	1	Allow	1	100	100	
	Mom with 3 Kids Car	1	Allow	1	100	100	
	Limousine	1	Allow	1	1,000	1,000	
	ND Cars	1	Allow	1	1,500	1,500	
	Total						11,880
2996	OTHER COSTS						
	Aerial Shot over Charlotte	1	Allow	1	35,000	35,000	
	Subtotal					35,000	
	Total						35,000
2999	Total Fringes						
	AS IA Flat	48%			8,057.1	3,867	3,867
Account Total for 2900							71,304
3000	WARDROBE						
3001	COSTUME DESIGNER						
	NAME: START: RATE: 5 OR 6 DYS - INCLDS IDLES LA HIRE	3,500	/WK	1	0	0	
	TRAVEL/PREP	8	Weeks	1	3,500	28,000	
	SHOOT LOCATION	7.4	Weeks	1	3,500	25,900	
	TRAVEL	0.4	Weeks	1	3,500	1,400	
	SHOOT - DIST LOCATION	0.6	Weeks	1	3,500	2,100	
	HOLIDAY	0.2	Weeks	1	3,500	700	
	WRAP/TRAVEL	0.4	Weeks	1	3,500	1,400	
	Total						59,500
3003	COSTUME SUPERVISORS						
	NAME:						

Continuation of Account 3003

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	START:						
	SCALE: KEY + $2	35.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	20	Days	11....	35.44	7,797	
	SHOOT LOCATION	37	Days	16....	35.44	21,308	
	TRAVEL	2	Days	11....	35.44	780	
	SHOOT - DIST	3	Days	16....	35.44	1,728	
	HOLIDAY	1	Day	8.00	35.44	284	
	WRAP	5	Days	11....	35.44	1,949	
	Total						33,845
3005	KEY COSTUMERS						
	NAME:						
	START:						
	SCALE: Key	33.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	15	Days	11....	33.44	5,518	
	SHOOT LOCATION	37	Days	16....	33.44	20,106	
	TRAVEL	2	Days	11....	33.44	736	
	SHOOT - DIST	3	Days	16....	33.44	1,630	
	HOLIDAY	1	Day	8.00	33.44	268	
	WRAP	5	Days	11....	33.44	1,839	
	Total						30,096
3006	ADDITIONAL COSTUMERS						
	COSTUMER #1						
	NAME:						
	START:						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL - STAYS IN MAIN LOC	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	2	Days	11....	27.60	607	
	Subtotal					20,893	
	COSTUMER #2						
	NAME:						
	START:						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP 10						
	SHOOT 13						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL - STAYS IN MAIN LOC	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	

Continuation of Account 3006

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	HOLIDAY						
	WRAP	1	Day	8.00	27.60	221	
	Subtotal	2	Days	11....	27.60	607	
						20,893	
	COSTUMER MANDAYS						
	SCALE: THIRD						
	SHOOT 13	27.60	/HR	1	0	0	
	SHOOT LOCATION						
	SHOOT - DIST	10	MND...	16....	27.60	4,485	
	Subtotal	3	MND...	16....	27.60	1,346	
						5,831	
	Total						47,617
3007	WARDROBE PA						
	WARDROBE PA						
	RATE: $10/HR						
	PREP						
	SHOOT LOCATION	2	Weeks	1	700.00	1,400	
	TRAVEL - STAYS IN MAIN LOC	7.4	Weeks	1	700.00	5,180	
	SHOOT - DIST LOCATION	0.4	Weeks	1	700.00	280	
	HOLIDAY	0.6	Weeks	1	700.00	420	
	WRAP	0.2	Weeks	1	700.00	140	
	Subtotal	1	Week	1	700.00	700	
						8,120	
	Total						8,120
3027	MANUFACTURING - LABOR						
	AGER/DYER						
	RATE: $BB						
	P/S/W -12 HOURS						
	ALLOWANCE	10	Days	14....	33.44	4,765	
	Total						4,765
3036	ALTERATIONS & REPAIRS						
	ALLOWANCE	1	Allow	1	5,000	5,000	
	Total						5,000
3039	CLEANING						
	ALLOWANCE	40	Days	1	250	10,000	
	Total						10,000
3045	EXPENDABLES & SUPPLIES						
	ALLOWANCE	1	Allow	1	2,500	2,500	
	Total						2,500
3090	PURCHASES						
	ALLOWANCE - INCL. RENTALS	1	Allow	1	75,000	75,000	
	Total						75,000
3091	RENTALS						
	WASHER/DRYER	1	Allow	1	1,500	1,500	
	Total						1,500
3092	BOX RENTALS						
	ALL WARDROBE BOX RENTALS						
	Box Includes Computer						

Continuation of Account 3092

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	COSTUME SUPERVISOR						
	PREP	6	Weeks	1	100	600	
	SHOOT LOCATION	8.6	Weeks	1	100	860	
	WRAP	2	Weeks	1	100	200	
	Subtotal					1,660	
	KEY COSTUMER						
	PREP	4	Weeks	1	25	100	
	SHOOT LOCATION	8.6	Weeks	1	25	215	
	WRAP	1	Week	1	25	25	
	Subtotal					340	
	SET COSTUMERS						
	SHOOT ONLY	40	Days	2	10	800	
	Subtotal					800	
	Total						2,800
3093	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	500	500	
	Total						500
3094	CAR EXPENSES / ALLOWANCES						
	COSTUME SUPERVISOR						
	PREP	3	Weeks	1	150	450	
	SHOOT LOCATION	8.6	Weeks	1	150	1,290	
	WRAP	1	Week	1	150	150	
	Subtotal					1,890	
	Total						1,890
3099	Total Fringes						
	IAPHW	18%			59,500	10,710	
	FICA	6.2%			175,237.6	10,865	
	MEDI	1.45%			175,237.6	2,541	
	FUI	0.6%			43,890	263	
	FEE	1%			175,237.6	1,752	
	AS IA Flat	48%			10,595.7	5,086	
	SUI-LOC	8.1%			57,510	4,658	
	LOCWC	5.09%			175,237.6	8,920	
	Tier 3	109	Days		9,483	9,483	54,278
Account Total for 3000							**337,411**
3100	**MAKEUP & HAIRDRESSING**						
3103	DEPARTMENT HEAD HAIR STYLIST						
	NAME:						
	START:						
	LOCAL 798 RATES	55.72	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	2	Days	11....	55.72	1,226	
	SHOOT LOCATION	37	Days	16....	55.72	33,502	
	TRAVEL	2	Days	11....	55.72	1,226	
	SHOOT - DIST	3	Days	16....	55.72	2,716	

Continuation of Account 3103

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	HOLIDAY	1	Day	8.00	55.72	446	
	WRAP	1	Day	11....	55.72	613	
	Total						39,728
3106	HAIR STYLIST						
	HAIRSTYLIST #1						
	NAME:						
	START:						
	LOCAL 798 RATES	52.67	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP						
	SHOOT LOCATION	1	Day	11....	52.67	579	
	TRAVEL	37	Days	16....	52.67	31,668	
	SHOOT - DIST	2	Days	11....	52.67	1,159	
	HOLIDAY	3	Days	16....	52.67	2,568	
	WRAP	1	Day	8.00	52.67	421	
	Subtotal	1	Day	11....	52.67	579	
	Total					36,974	36,974
3109	ADDITIONAL HAIR LABOR						
	HAIR MANDAYS LOS ANGELES						
	(@ MAKE-UP ARTIST RATE)						
	LOCAL 798 RATES	52.67	/HR	1	0	0	
	ALLOWANCE	15	Days	16....	52.67	12,838	
	Total						12,838
3112	HAIR PURCHASES						
	ALLOWANCE	40	Days	1	200	8,000	
	Total						8,000
3118	WIG PURCHASES & RENTALS						
	ALLOWANCE	1	Allow	1	10,000	10,000	
	Total						10,000
3121	DEPARTMENT HEAD MAKE-UP ARTIST						
	NAME:						
	START:						
	LOCAL 798 RATES	55.72	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP						
	SHOOT LOCATION	2	Days	11....	55.72	1,226	
	TRAVEL	37	Days	16....	55.72	33,502	
	SHOOT - DIST	2	Days	11....	55.72	1,226	
	HOLIDAY	3	Days	16....	55.72	2,716	
	WRAP	1	Day	8.00	55.72	446	
	Total	1	Day	11....	55.72	613	
							39,728
3124	MAKE-UP ARTISTS						
	HAIRSTYLIST #1						
	NAME:						
	START:						

Continuation of Account 3124

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	LOCAL 798 RATES	52.67	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	52.67	579	
	SHOOT LOCATION	37	Days	16....	52.67	31,668	
	TRAVEL	2	Days	11....	52.67	1,159	
	SHOOT - DIST	3	Days	16....	52.67	2,568	
	HOLIDAY	1	Day	8.00	52.67	421	
	WRAP	1	Day	11....	52.67	579	
	Subtotal					36,974	
	Total						36,974
3127	ADDITIONAL MAKEUP LABOR						
	MAKEUP MANDAYS LOS ANGELES						
	(@ HAIR ARTIST RATE)						
	LOCAL 798 RATES	52.67	/HR	1	0	0	
	ALLOWANCE	15	Days	16....	52.67	12,838	
	Total						12,838
3190	MAKEUP PURCHASES						
	ALLOWANCE	40	Days	1	200	8,000	
	Total						8,000
3191	MAKEUP RENTALS						
	MAKEUP CHAIRS	7.4	Weeks	6	35	1,554	
	Total						1,554
3192	BOX RENTALS						
	DEPT HEAD HAIR						
	PREP	1	Week	1	500	500	
	SHOOT LOCATION	8.6	Weeks	1	500	4,300	
	Subtotal					4,800	
	HAIRSTYLIST #1						
	SHOOT LOCATION	8.6	Weeks	1	100	860	
	Subtotal					860	
	HAIR MANDAYS	15	Days	1	10	150	
	Subtotal					150	
	KEY MAKEUP						
	PREP	1	Week	1	500	500	
	SHOOT LOCATION	8.6	Weeks	1	500	4,300	
	Subtotal					4,800	
	MAKEUP ARTIST #1						
	SHOOT LOCATION	8.6	Weeks	1	100	860	
	Subtotal					860	
	MAKEUP MANDAYS	15	Days	1	10	150	
	Subtotal					150	
	Total						11,620
3199	Total Fringes						
	FICA	6.2%			153,405.4	9,511	
	MEDI	1.45%			153,405.4	2,224	
	FUI	0.6%			28,000	168	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	FEE	1%			153,405.4	1,534	
	AS IA Flat	48%			25,676.62	12,325	
	SUI-LOC	8.1%			38,000	3,078	
	LOCWC	5.09%			153,405.4	7,808	
	Tier 3	109	Days		4,142	4,142	40,791
Account Total for 3100							259,045
3200 LIGHTING							
3201	GAFFER						
	NAME:						
	START:						
	SCALE: KEY	33.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	10	Days	11....	33.44	3,678	
	SHOOT LOCATION	37	Days	16....	33.44	20,106	
	TRAVEL	2	Days	11....	33.44	736	
	SHOOT - DIST	3	Days	16....	33.44	1,630	
	HOLIDAY	1	Day	8.00	33.44	268	
	WRAP	3	Days	11....	33.44	1,104	
	Total						27,521
3202	2nd COMPANY ELECTRIC						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	10	Days	11....	30.50	3,355	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	2	Days	11....	30.50	671	
	Total						24,766
3203	OPERATING LABOR						
	CO ELECTRIC # 1						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					21,197	
	CO ELECTRIC # 2						
	SCALE: THIRD	27.60	/HR	1	0	0	

Continuation of Account 3203

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP / WRAP 10						
	SHOOT 13						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					21,197	
	CO ELECTRIC # 3						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					21,197	
	ELECTRIC MANDAYS						
	SCALE: THIRD	27.60	/HR	1	0	0	
	13/HR SHOOT						
	SHOOT LOCATION	35	Days	16....	27.60	15,698	
	Subtotal					15,698	
	Total						79,288
3224	RIGGING GAFFER						
	NAME:						
	START:						
	SCALE: KEY	33.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	10	Days	11....	33.44	3,678	
	SHOOT LOCATION	37	Days	16....	33.44	20,106	
	TRAVEL	2	Days	11....	33.44	736	
	SHOOT - DIST	3	Days	16....	33.44	1,630	
	HOLIDAY	1	Day	8.00	33.44	268	
	WRAP	3	Days	11....	33.44	1,104	
	Total						27,521
3227	2nd COMPANY RIGGING ELECTRIC						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	10	Days	11....	30.50	3,355	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	

Continuation of Account 3227

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	TRAVEL	2	Days	11....	30.50	671	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	2	Days	11....	30.50	671	
	Total						24,766
3230	ELECTRIC RIGGING LABOR						
	RIG ELEC # 1						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	5	Days	11....	27.60	1,518	
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	HOLIDAY	1	Day	8.00	27.60	221	
	WRAP	3	Days	11....	27.60	911	
	Subtotal					21,197	
	SHOOT LOCATION (12 HRS.)	74	Days	14....	27.60	29,104	
	SHOOT - DIST (12 HRS.)	6	Days	14....	27.60	2,360	
	Subtotal					31,464	
	Total						52,661
3242	BASE CAMP PACKAGE						
	GENNY #1	8.6	Weeks	1	1,500	12,900	
	GENNY # 2	8.6	Weeks	1	1,500	12,900	
	RIGGING GENERATORS	1	Allow	1	7,500	7,500	
	Total						33,300
3245	WORKLIGHTS; HOOKUPS; ETC.						
	SHOOT	37	Days	1	360	13,320	
	Total						13,320
3290	PURCHASES						
	MAIN UNIT EXPENDABLES	37	Days	1	500	18,500	
	RIGGING EXPENDABLES	37	Days	1	300	11,100	
	Total						29,600
3291	EQUIPMENT RENTALS						
	TRUCK LIGHTING PKG	8.6	Weeks	1	10,500	90,300	
	RIGGING PACKAGE	8.6	Weeks	1	3,500	30,100	
	ADD'L EQUIPMENT (NITES)	1	Allow	1	25,000	25,000	
	CONDORS / SCISSOR LIFTS	1	Allow	1	25,000	25,000	
	Total						170,400
3292	BOX RENTALS						
	GAFFER BOX						
	SHOOT LOCATION	8.6	Weeks	1	500	4,300	
	Subtotal					4,300	
	BEST BOY BOX						
	SHOOT LOCATION	8.6	Weeks	1	150	1,290	
	Subtotal					1,290	
	RIGGING GAFFER BOX						
	SHOOT LOCATION	10.6	Weeks	1	250	2,650	

Continuation of Account 3292

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					2,650	
	RIGGING BEST BOY BOX						
	SHOOT LOCATION	10.6	Weeks	1	150	1,590	
	Subtotal					1,590	
	Total						9,830
3293	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	500	500	
	Total						500
3299	Total Fringes						
	FICA	6.2%			189,361.46	11,740	
	MEDI	1.45%			189,361.46	2,746	
	FUI	0.6%			56,000	336	
	FEE	1%			189,361.46	1,894	
	AS IA Flat	48%			47,161.5	22,638	
	SUI-LOC	8.1%			76,000	6,156	
	LOCWC	5.09%			189,361.46	9,638	
	Tier 3	109	Days		15,042	15,042	70,190
Account Total for 3200							**563,663**
3300 CAMERA & VIDEO							
3301	DIRECTOR OF PHOTOGRAPHY						
	NAME:						
	START:						
	RATE: /WK INCLDS IDLES	9,000		1	0	0	
	TRAVEL/PREP	4	Weeks	1	9,000	36,000	
	SHOOT LOCATION	7.4	Weeks	1	9,000	66,600	
	TRAVEL	0.4	Weeks	1	9,000	3,600	
	SHOOT - DIST LOCATION	0.6	Weeks	1	9,000	5,400	
	HOLIDAY	0.2	Weeks	1	9,000	1,800	
	WRAP/TRAVEL	0.4	Weeks	1	9,000	3,600	
	DI - L.A.	1	Week	0.5	9,000	4,500	
	Total						121,500
3302	"A" CAMERA OPERATOR						
	NAME:						
	START:						
	SCALE	65.70	/HR	1	0	0	
	PREP / WRAP 10 AT SCALE						
	SHOOT 13						
	PREP	1	Day	11....	65.70	723	
	SHOOT LOCATION	37	Days	16....	65.70	39,502	
	TRAVEL	2	Days	11....	65.70	1,445	
	SHOOT - DIST	3	Days	16....	65.70	3,203	
	HOLIDAY	1	Day	8.00	65.70	526	
	WRAP	1	Day	11....	65.70	723	
	Total						46,121
3303	"B" CAMERA OPERATOR						
	STEADICAM OP						

Continuation of Account 3303

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	NAME:						
	START:						
	COMBO RATE: $90/ HR						
	PREP / WRAP 10						
	SHOOT 13						
	PREP						
	SHOOT LOCATION	1	Day	11....	90	990	
	TRAVEL	37	Days	16....	90	54,113	
	SHOOT - DIST	2	Days	11....	90	1,980	
	HOLIDAY	3	Days	16....	90	4,388	
	WRAP	1	Day	8.00	90	720	
		1	Day	11....	90	990	
	Total						63,180
3306	"A" CAMERA 1st ASSISTANT						
	NAME:						
	START:						
	SCALE						
	PREP / WRAP 10	57.26	/HR	1	0	0	
	SHOOT 13						
	PREP						
	SHOOT LOCATION	5	Days	11....	57.26	3,149	
	TRAVEL	37	Days	16....	57.26	34,428	
	SHOOT - DIST	2	Days	11....	57.26	1,260	
	HOLIDAY	3	Days	16....	57.26	2,791	
	WRAP	1	Day	8.00	57.26	458	
	STEADICAM RERATE - L.A. LOCATION	2	Days	11....	57.26	1,260	
		40	Days	16....	2	1,300	
	Total						44,646
3307	"B" CAMERA 1st ASSISTANT						
	NAME:						
	START:						
	SCALE						
	PREP / WRAP 10	57.26	/HR	1	0	0	
	SHOOT 13						
	PREP						
	SHOOT LOCATION	2	Days	11....	57.26	1,260	
	TRAVEL	37	Days	16....	57.26	34,428	
	SHOOT - DIST	2	Days	11....	57.26	1,260	
	HOLIDAY	3	Days	16....	57.26	2,791	
	WRAP	1	Day	8.00	57.26	458	
		1	Day	16....	57.26	930	
	Total						41,127
3310	"A" 2nd ASSISTANT CAMERA						
	NAME:						
	START:						
	SCALE						
	PREP / WRAP 10	44.27	/HR	1	0	0	
	SHOOT 13						
	PREP						
	SHOOT LOCATION	5	Days	11....	44.27	2,435	
	TRAVEL	37	Days	16....	44.27	26,617	
		2	Days	11....	44.27	974	

Continuation of Account 3310

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT - DIST	3	Days	16....	44.27	2,158	
	HOLIDAY	1	Day	8.00	44.27	354	
	WRAP	1	Day	11....	44.27	487	
	Total						33,025
3311	"B" 2nd ASSISTANT CAMERA						
	NAME:						
	START:						
	SCALE	44.27	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	2	Days	11....	44.27	974	
	SHOOT LOCATION	37	Days	16....	44.27	26,617	
	TRAVEL	2	Days	11....	44.27	974	
	SHOOT - DIST	3	Days	16....	44.27	2,158	
	HOLIDAY	1	Day	8.00	44.27	354	
	WRAP	1	Day	11....	44.27	487	
	Total						31,565
3315	STILL PHOTOGRAPHER						
	NAME:						
	START:						
	SCALE	65.70	/HR	1	0	0	
	PREP / WRAP / SHOOT 10						
	PREP	1	Day	11....	65.70	723	
	SHOOT LOCATION	37	Days	11....	65.70	26,740	
	TRAVEL	2	Days	11....	65.70	1,445	
	SHOOT - DIST	3	Days	11....	65.70	2,168	
	HOLIDAY	1	Day	8.00	65.70	526	
	WRAP	1	Day	11....	65.70	723	
	Total						32,324
3320	LOADERS; MACHINISTS						
	CAMERA LOADER						
	NAME:						
	START:						
	SCALE	34.30		1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	34.30	377	
	SHOOT LOCATION	37	Days	16....	34.30	20,623	
	TRAVEL	2	Days	11....	34.30	755	
	SHOOT - DIST	3	Days	16....	34.30	1,672	
	HOLIDAY	1	Day	8.00	34.30	274	
	WRAP	1	Day	11....	34.30	377	
	Total						24,079
3321	CAMERA TECHNICIANS						
	DIT:						
	NAME:						
	START:						
	SCALE	57.26	/HR	1	0	0	

Continuation of Account 3321

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP / WRAP 10						
	SHOOT 13						
	PREP						
	SHOOT LOCATION	2	Days	11....	57.26	1,260	
	TRAVEL	37	Days	16....	57.26	34,428	
	SHOOT - DIST	2	Days	11....	57.26	1,260	
	HOLIDAY	3	Days	16....	57.26	2,791	
	WRAP	1	Day	8.00	57.26	458	
		1	Day	11....	57.26	630	
	Total						40,826
3345	STEADICAM EQUIPMENT						
	STEADICAM EQUIP	40	Days	1	600	24,000	
	Total						24,000
3390	PURCHASES						
	ALLOWANCE						
	CAMERA SLATES	40	Days	1	150	6,000	
		1	Allow	1	1,500	1,500	
	Total						7,500
3391	RENTALS						
	A / B CAMERA PACKAGE	8.6	Weeks	1	20,000	172,000	
	ADIITIONAL CAMERAS/EQUIP	8.6	Weeks	1	2,500	21,500	
	4K MONITORS	8.6	Weeks	2	1,000	17,200	
	DIT	8.6	Weeks	1	3,000	25,800	
	STABELIZED REMOTE HEAD	8.6	Weeks	1	2,000	17,200	
	Total						253,700
3392	BOX RENTALS						
	"A' CAMERA 1ST AC						
	SHOOT LOCATION	8.6	Weeks	1	250	2,150	
	Subtotal						2,150
	"A' CAMERA 2ND AC						
	SHOOT LOCATION	8.6	Weeks	1	100	860	
	Subtotal						860
	"B' CAMERA 1ST AC						
	SHOOT LOCATION	8.6	Weeks	1	250	2,150	
	Subtotal						2,150
	"B' CAMERA 2ND AC						
	SHOOT LOCATION	8.6	Weeks	1	100	860	
	Subtotal						860
	STILL PHOTOGRAPHER						
	SHOOT LOCATION	40	Days	1	150	6,000	
	Subtotal						6,000
	Total						12,020
3393	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	500	500	
	Total						500
3399	Total Fringes						
	IAVH	7.719%			477,093.54	36,827	
	IAPHW	18%			477,093.54	85,877	
	FICA	6.2%			475,393.54	29,474	
	MEDI	1.45%			478,393.54	6,937	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	FUI	0.6%			73,017.8	438	
	CAWC	4.48%			121,500	5,443	
	FEE	1%			478,393.54	4,784	
	SUI-LOC	8.1%			98,017.8	7,939	
	LOCWC	5.09%			356,893.54	18,166	195,885
Account Total for 3300							**971,998**
3400 PRODUCTION SOUND							
3401	SOUND MIXER						
	NAME:						
	START:						
	SCALE: KEY	38.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	38.44	423	
	SHOOT LOCATION	37	Days	16....	38.44	23,112	
	TRAVEL	2	Days	11....	38.44	846	
	SHOOT - DIST	3	Days	16....	38.44	1,874	
	HOLIDAY	1	Day	8.00	38.44	308	
	WRAP	1	Day	11....	38.44	423	
	Total						26,985
3402	BOOM OPERATOR						
	NAME:						
	START:						
	SCALE: BB	35.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	1	Day	11....	35.50	391	
	SHOOT LOCATION	37	Days	16....	35.50	21,344	
	TRAVEL	2	Days	11....	35.50	781	
	SHOOT - DIST	3	Days	16....	35.50	1,731	
	HOLIDAY	1	Day	8.00	35.50	284	
	WRAP	1	Day	11....	35.50	391	
	Total						24,921
3403	CABLE PERSON						
	NAME:						
	START:						
	SCALE: THIRD	27.60	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	SHOOT LOCATION	37	Days	16....	27.60	16,595	
	TRAVEL	2	Days	11....	27.60	607	
	SHOOT - DIST	3	Days	16....	27.60	1,346	
	Total						18,547
3418	VIDEO ASSIST OPERATOR						
	NAME:						
	START:						

Continuation of Account 3418

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SCALE: KEY	33.44	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP						
	SHOOT LOCATION	1	Day	11....	33.44	368	
	TRAVEL	37	Days	16....	33.44	20,106	
	SHOOT - DIST	2	Days	11....	33.44	736	
	HOLIDAY	3	Days	16....	33.44	1,630	
	WRAP	1	Day	8.00	33.44	268	
	Total	1	Day	11....	33.44	368	
3430	WALKIE TALKIES / HEADSETS						23,475
	WALKIES						
	HEAD SETS	8.6	Weeks	125	9	9,675	
	ADDL WALKIES	8.6	Weeks	125	2	2,150	
	Total	1	Allow	200	9	1,800	
3490	PURCHASES						13,625
	BATTERIES						
	MISCELLANEOUS SUPPLIES	40	Days	1	75	3,000	
	Total	1	Allow	1	5,000	5,000	
3491	RENTALS						8,000
	SOUND PACKAGE						
	HD VIDEO ASSIST PACKAGE	8.6	Weeks	1	2,500	21,500	
	Total	8.6	Weeks	1	2,500	21,500	
3493	LOSS & DAMAGE						43,000
	ALLOWANCE						
	Total	1	Allow	1	500	500	
3499	Total Fringes						500
	FICA	6.2%			93,927.97	5,824	
	MEDI	1.45%			93,927.97	1,362	
	FUI	0.6%			28,000	168	
	FEE	1%			93,927.97	939	
	SUI-LOC	8.1%			38,000	3,078	
	LOCWC	5.09%			93,927.97	4,781	
	Tier 3	109	Days		3,597	3,597	
Account Total for 3400							19,749
							178,802
3500	**TRANSPORTATION**						
3501	TRANSPORTATION COORDINATOR						
	NAME:						
	START:						
	RATE: $3350						
	PREP						
	SHOOT LOCATION	6	Weeks	1	3,350	20,100	
	TRAVEL	7.4	Weeks	1	3,350	24,790	
	SHOOT - DIST	0.4	Weeks	1	3,350	1,340	
	HOLIDAY	0.6	Weeks	1	3,350	2,010	
	WRAP	0.2	Weeks	1	3,350	670	
		1	Week	1	3,350	3,350	

Continuation of Account 3501

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						52,260
3502	TRANSPORTATION CAPTAIN						
	1ST CAPTAIN						
	NAME:						
	START:						
	SCALE:	36.84	$	1	0	0	
	PREP / WRAP 12						
	SHOOT LOC 15						
	PREP	15	Days	14	36.84	7,737	
	SHOOT LOCATION	37	Days	20	36.84	27,264	
	TRAVEL	2	Days	14	36.84	1,032	
	SHOOT - DIST	3	Days	20	36.84	2,211	
	HOLIDAY	1	Day	8.00	36.84	295	
	WRAP	5	Days	14	36.84	2,579	
	Subtotal					41,117	
	2ND CAPTAIN/PROD VAN DRIVER						
	NAME:						
	START:						
	SCALE:	36.84	$	1	0	0	
	PREP / WRAP 12						
	SHOOT LOC 15						
	PREP	5	Days	14	36.84	2,579	
	SHOOT LOCATION	37	Days	20	36.84	27,264	
	TRAVEL	2	Days	14	36.84	1,032	
	SHOOT - DIST	3	Days	20	36.84	2,211	
	HOLIDAY	1	Day	8.00	36.84	295	
	WRAP	5	Days	14	36.84	2,579	
	Total						77,076
3503	STUDIO DRIVERS						
	TEAMSTER RATES 2015- JULY 2016						
	CAPTAIN $						
	CO CAPTAIN	36.84	$	1	0	0	
	A CLASS $	34.99	$	1	0	0	
	B CLASS $	33.17	$	1	0	0	
	C CLASS $	33.17	$	1	0	0	
	PREP / WRAP = 12 HR DAY						
	SHOOT LOCATION = 15 HR DAY						

	Subtotal					0	
	GRIP 10 TON						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP	1	Day	14....	34.99	490	
	SHOOT LOCATION	37	Days	20....	34.99	25,892	
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	

Continuation of Account 3503

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	WRAP	2	Days	14....	34.99	980	
	Subtotal						30,720
	CAMERA TRUCK						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP						
	SHOOT LOCATION	1	Day	14....	34.99	490	
	TRAVEL	37	Days	20....	34.99	25,892	
	SHOOT - DIST	2	Days	14....	34.99	980	
	HOLIDAY	3	Days	20....	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	2	Days	14....	34.99	980	
							30,720
	PROPS TRACTOR						
	LOCAL 728						
	START DATE:						
	RATE A						
	PREP						
	SHOOT LOCATION	1	Day	14....	34.99	490	
	TRAVEL	37	Days	20....	34.99	25,892	
	SHOOT - DIST	2	Days	14....	34.99	980	
	HOLIDAY	3	Days	20....	34.99	2,099	
	WRAP	1	Day	8.00	34.99	280	
	Subtotal	2	Days	14....	34.99	980	
							30,720
	SPECIAL EFFECTS TRAILER						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP/SHOOT/WRAP	27	Days	20....	34.99	18,894	
	Subtotal						18,894
	WARDROBE TRACTOR / GENNY OP						
	LOCAL 728						
	START:						
	SCALE: PROD VAN						
	PREP						
	SHOOT LOCATION	5	Days	14....	36.84	2,579	
	TRAVEL	37	Days	20....	36.84	27,264	
	SHOOT - DIST	2	Days	14....	36.84	1,032	
	HOLIDAY	3	Days	20....	36.84	2,211	
	WRAP	1	Day	8.00	36.84	295	
	Subtotal	3	Days	14....	36.84	1,547	
							34,927
	HONEYWAGON						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP						
	SHOOT LOCATION	1	Day	14....	34.99	490	
		37	Days	20....	34.99	25,892	

Continuation of Account 3503

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	1	Day	14....	34.99	490	
	Subtotal					30,231	
	UTILITY STAKEBED						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP	1	Day	14....	34.99	490	
	SHOOT LOCATION	37	Days	20....	34.99	25,892	
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	2	Days	14....	34.99	980	
	Subtotal					30,720	
	FUEL TRUCK						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP	1	Day	14....	34.99	490	
	SHOOT LOCATION	37	Days	20....	34.99	25,892	
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	2	Days	14....	34.99	980	
	Subtotal					30,720	
	MAXIVAN # 1						
	LOCAL 728						
	START:						
	SCALE: RATE B						
	AT 12 HRS / SHOOT						
	PREP	1	Day	14....	33.17	464	
	SHOOT LOCATION	37	Days	20....	33.17	24,543	
	TRAVEL	2	Days	14....	33.17	929	
	SHOOT - DIST	3	Days	20....	33.17	1,990	
	HOLIDAY	1	Day	8.00	33.17	265	
	WRAP	2	Days	14....	33.17	929	
	Subtotal					29,120	
	MAXIVAN # 2						
	LOCAL 728						
	START:						
	SCALE: RATE B						
	AT 14 HRS SHOOT						
	PREP	1	Day	14....	33.17	464	
	SHOOT LOCATION	37	Days	20....	33.17	24,543	
	TRAVEL	2	Days	14....	33.17	929	
	SHOOT - DIST	3	Days	20....	33.17	1,990	

Continuation of Account 3503

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	HOLIDAY						
	WRAP	1	Day	8.00	33.17	265	
	Subtotal	2	Days	14....	33.17	929	
							29,120
	MAXIVAN # 3						
	LOCAL 728						
	START:						
	SCALE: RATE B						
	AT 14 HRS SHOOT						
	PREP						
	SHOOT LOCATION	1	Day	14....	33.17	464	
	TRAVEL	37	Days	20....	33.17	24,543	
	SHOOT - DIST	2	Days	14....	33.17	929	
	HOLIDAY	3	Days	20....	33.17	1,990	
	WRAP	1	Day	8.00	33.17	265	
	Subtotal	2	Days	14....	33.17	929	
							29,120
	SET DEC 5-TON #1						
	LOCAL 728						
	START:						
	RATE B - 12 HOURS P/S/W						
	PREP						
	SHOOT LOCATION	1	Day	14....	33.17	464	
	TRAVEL	37	Days	14....	33.17	17,180	
	SHOOT - DIST	2	Days	14....	33.17	929	
	HOLIDAY	3	Days	20....	33.17	1,990	
	WRAP	1	Day	8.00	33.17	265	
	Subtotal	2	Days	14....	33.17	929	
							21,757
	SET DEC 5-TON #2						
	LOCAL 728						
	START:						
	SCALE: RATE B						
	PREP						
	SHOOT LOCATION	1	Day	14....	33.17	464	
	TRAVEL	37	Days	14....	33.17	17,180	
	SHOOT - DIST	2	Days	14....	33.17	929	
	HOLIDAY	3	Days	20....	33.17	1,990	
	WRAP	1	Day	8.00	33.17	265	
	Subtotal	2	Days	14....	33.17	929	
							21,757
	CONSTRUCTION TRAILER						
	LOCAL 728						
	START:						
	SCALE: RATE B						
	PREP						
	SHOOT LOCATION	15	Days	14....	33.17	6,965	
	TRAVEL	37	Days	14....	33.17	17,180	
	SHOOT - DIST	2	Days	14....	33.17	929	
	HOLIDAY	3	Days	20....	33.17	1,990	
	WRAP	1	Day	8.00	33.17	265	
	Subtotal	5	Days	14....	33.17	2,322	
							29,650

Continuation of Account 3503

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	GRIP RIGGING						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP	5	Days	14....	34.99	2,449	
	SHOOT LOCATION	37	Days	20....	34.99	25,892	
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	2	Days	14....	34.99	980	
	Subtotal					32,680	
	ELECTRIC RIGGING						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP	5	Days	14....	34.99	2,449	
	SHOOT LOCATION	37	Days	20....	34.99	25,892	
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	2	Days	14....	34.99	980	
	Subtotal					32,680	
	STAKEBED: 2-RM TRAILER						
	AD / TRANSPO TRAILER						
	LOCAL 728						
	START:						
	SCALE: RATE A						
	PREP	1	Day	14....	34.99	490	
	SHOOT LOCATION	37	Days	20....	34.99	25,892	
	TRAVEL	2	Days	14....	34.99	980	
	SHOOT - DIST	3	Days	20....	34.99	2,099	
	HOLIDAY	1	Day	8.00	34.99	280	
	WRAP	2	Days	14....	34.99	980	
	Subtotal					30,720	
	WATER TRUCK						
	SCALE: RATE A						
	PREP	0	Days	14....	34.99	0	
	SHOOT LOCATION	5	Days	20....	34.99	3,499	
	HOLIDAY	0	Days	8.00	34.99	0	
	WRAP	0	Days	14....	34.99	0	
	Subtotal					3,499	
	DISPATCHER/DOT COORDINATOR						
	NAME:						
	LOCAL 728						
	START:						
	SCALE: $ 36.83/HR						
	PREP	10	Days	14....	33.17	4,643	

Continuation of Account 3503

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT LOCATION	37	Days	20....	33.17	24,543	
	TRAVEL	2	Days	14....	33.17	929	
	SHOOT - DIST	3	Days	20....	33.17	1,990	
	HOLIDAY	1	Day	8.00	33.17	265	
	WRAP	2	Days	14....	33.17	929	
	Subtotal					33,299	
	Total						531,055
3533	STUDIO EQUIPMENT						
	ELECTRIC 48' TRACTOR/TRAILER						
	START:						
	PREP	0.6	Weeks	1	2,500	1,500	
	SHOOT LOCATION	8	Weeks	1	2,500	20,000	
	SHOOT - DIST	0.6	Weeks	1	2,500	1,500	
	WRAP	0.6	Weeks	1	2,500	1,500	
	Subtotal					24,500	
	GRIP 48' TRACTOR/TRAILER						
	START:						
	PREP	0.4	Weeks	1	1,500	600	
	SHOOT LOCATION	8	Weeks	1	1,500	12,000	
	SHOOT - DIST	0.6	Weeks	1	1,500	900	
	WRAP	0.4	Weeks	1	1,500	600	
	Subtotal					14,100	
	CAMERA 10-TON TRUCK						
	START:						
	PREP	0.2	Weeks	1	950	190	
	SHOOT LOCATION	8	Weeks	1	950	7,600	
	SHOOT - DIST	0.6	Weeks	1	950	570	
	WRAP	0.2	Weeks	1	950	190	
	Subtotal					8,550	
	PROPS TRAILER						
	START:						
	PREP	0.4	Weeks	1	765	306	
	SHOOT LOCATION	8	Weeks	1	765	6,120	
	SHOOT - DIST	0.6	Weeks	1	765	459	
	WRAP	0.2	Weeks	1	765	153	
	Subtotal					7,038	
	SEE 2692 FOR FX TRAILER						
	Subtotal					0	
	SPECIAL EFX TRACTOR						
	START:						
	ALLOWANCE	4	Weeks	1	765	3,060	
	Subtotal					3,060	
	WARDROBE TRAILER						
	START:						
	PREP	1	Week	1	1,400	1,400	
	SHOOT LOCATION	8	Weeks	1	1,400	11,200	

Continuation of Account 3533

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT - DIST	0.6	Weeks	1	1,400	840	
	WRAP	0.6	Weeks	1	1,400	840	
	Subtotal						14,280
	WARDROBE TRACTOR /						
	BASE CAMP GENERATOR						
	START:						
	PREP	0.4	Weeks	1	1,350	540	
	SHOOT LOCATION	8	Weeks	1	1,350	10,800	
	SHOOT - DIST	0.6	Weeks	1	1,350	810	
	WRAP	0.2	Weeks	1	1,350	270	
	Subtotal						12,420
	MAKEUP/HAIR TRAILER						
	START:						
	PREP	1	Week	1	1,400	1,400	
	SHOOT LOCATION	8	Weeks	1	1,400	11,200	
	SHOOT - DIST	0.6	Weeks	1	1,400	840	
	WRAP	0.2	Weeks	1	1,400	280	
	Subtotal						13,720
	16' STAKE BED						
	START:						
	PREP	1	Week	1	675	675	
	SHOOT LOCATION	8	Weeks	1	675	5,400	
	SHOOT - DIST	0.6	Weeks	1	675	405	
	WRAP	0.2	Weeks	1	675	135	
	Subtotal						6,615
	SOUND / VIDEO TRAILER						
	(CAPTAIN DRIVES)						
	PREP	0.2	Weeks	1	600	120	
	SHOOT LOCATION	8	Weeks	1	600	4,800	
	SHOOT - DIST	0.6	Weeks	1	600	360	
	WRAP	0.2	Weeks	1	600	120	
	Subtotal						5,400
	FUEL TRUCK						
	START:						
	PREP	0.2	Weeks	1	625	125	
	SHOOT LOCATION	8	Weeks	1	625	5,000	
	SHOOT - DIST	0.6	Weeks	1	625	375	
	WRAP	0.2	Weeks	1	625	125	
	Subtotal						5,625
	MAXIVAN # 1						
	START:						
	RATE: $ 475 / WK						
	PREP	8	Weeks	1	518	4,144	
	SHOOT LOCATION	8	Weeks	1	518	4,144	
	SHOOT - DIST	0.6	Weeks	1	518	311	
	WRAP	2	Weeks	1	518	1,036	

Continuation of Account 3533

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					9,635	
	MAXIVAN # 2						
	START:						
	RATE: $ 475 / WK						
	PREP	1	Week	1	518	518	
	SHOOT LOCATION	8	Weeks	1	518	4,144	
	SHOOT - DIST	0.6	Weeks	1	518	311	
	WRAP	0.8	Weeks	1	518	414	
	Subtotal					5,387	
	MAXIVAN # 3						
	START:						
	RATE: $ 475 / WK						
	PREP	1	Week	1	518	518	
	SHOOT LOCATION	8	Weeks	1	518	4,144	
	SHOOT - DIST	0.6	Weeks	1	518	311	
	WRAP	0.8	Weeks	1	518	414	
	Subtotal					5,387	
	SET DEC 5-TON #1						
	START:						
	PREP	4	Weeks	1	700	2,800	
	SHOOT LOCATION	8	Weeks	1	700	5,600	
	SHOOT - DIST	0.6	Weeks	1	700	420	
	WRAP	1	Week	1	700	700	
	Subtotal					9,520	
	SET DEC 5-TON #2						
	START:						
	PREP	4	Weeks	1	700	2,800	
	SHOOT LOCATION	8	Weeks	1	700	5,600	
	SHOOT - DIST	0.6	Weeks	1	700	420	
	WRAP	1	Week	1	700	700	
	Subtotal					9,520	
	SET DEC 5-TON STAKE #1						
	START:						
	PREP	6	Weeks	1	675	4,050	
	SHOOT LOCATION	8	Weeks	1	675	5,400	
	SHOOT - DIST (IN MAIN LOC)	0.6	Weeks	1	675	405	
	WRAP	1	Week	1	675	675	
	Subtotal					10,530	
	CONSTRUCTION 10' STAKE BED						
	PREP	5	Weeks	1	675	3,375	
	SHOOT LOCATION	8	Weeks	1	675	5,400	
	SHOOT - DIST (IN MAIN LOC)	0.6	Weeks	1	675	405	
	WRAP	1	Week	1	675	675	
	Subtotal					9,855	
	CONSTRUCTION TRAILER						

Continuation of Account 3533

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP	5	Weeks	1	700	3,500	
	SHOOT LOCATION	8	Weeks	1	700	5,600	
	SHOOT - DIST (IN MAIN LOC)	0.6	Weeks	1	700	420	
	WRAP	1	Week	1	700	700	
	Subtotal					10,220	
	GRIP/ELECTRIC RIGGING 10 TONS						
	START:						
	PREP	1	Week	2	775	1,550	
	SHOOT LOCATION	8	Weeks	2	775	12,400	
	SHOOT - DIST	0.6	Weeks	2	775	930	
	WRAP	1	Week	2	775	1,550	
	Subtotal					16,430	
	12' STAKE BED - TRANSPO/AD						
	START:						
	PREP	0.2	Weeks	1	775	155	
	SHOOT LOCATION	8	Weeks	1	775	6,200	
	SHOOT - DIST	0.6	Weeks	1	775	465	
	WRAP	0.2	Weeks	1	775	155	
	Subtotal					6,975	
	UTILITY STAKEBED						
	START:						
	PREP	0.2	Weeks	1	575	115	
	SHOOT LOCATION	8	Weeks	1	575	4,600	
	SHOOT - DIST	0.6	Weeks	1	575	345	
	WRAP	0.4	Weeks	1	575	230	
	Subtotal					5,290	
	AD / TRANSPO TRAILER						
	START:						
	PREP	0.4	Weeks	1	1,000	400	
	SHOOT LOCATION	8	Weeks	1	1,000	8,000	
	SHOOT - DIST	0.6	Weeks	1	1,000	600	
	WRAP	0.2	Weeks	1	1,000	200	
	Subtotal					9,200	
	WATER TRUCK						
	START:						
	SHOOT LOCATION	1	Week	1	1,500	1,500	
	Subtotal					1,500	
	COORD'S CAR						
	START:						
	PREP	6	Weeks	1	400	2,400	
	SHOOT LOCATION	8	Weeks	1	400	3,200	
	SHOOT - DIST	0.6	Weeks	1	400	240	
	WRAP	1	Week	1	400	400	
	Subtotal					6,240	

Continuation of Account 3533

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	CAPTAIN'S CAR						
	START:						
	PREP	3	Weeks	1	400	1,200	
	SHOOT LOCATION	8	Weeks	1	400	3,200	
	SHOOT - DIST	0.6	Weeks	1	400	240	
	WRAP	1	Week	1	400	400	
	Subtotal					5,040	
	ADDITIONAL VEHICLES						
	SHOOT LOCATION	1	Allow	1	10,000	10,000	
	Subtotal					10,000	
	SALES TAX	8	%	1	246,037	19,683	
	Subtotal					19,683	
	Total						265,720
3551	GAS, OIL & FUELS						
	PREP	8	Weeks	1	2,000	16,000	
	SHOOT	7.4	Weeks	1	7,000	51,800	
	DISTANT	1	Week	1	7,000	7,000	
	WRAP	3	Weeks	1	2,000	6,000	
	Subtotal					80,800	
	GENERATORS	40	Days	2	211.25	16,900	
	Total						97,700
3554	REPAIRS & MAINTENANCE						
	ALLOWANCE	1	Allow	1	5,000	5,000	
	Total						5,000
3557	TRAILER SUPPLIES						
	MOTORHOME/TRLR SUPPLIES	1	Allow	1	5,000	5,000	
	Total						5,000
3560	EQUIP PUMPING & CLEANING						
	MOTORHOME/TRLR DUMPING	37	Days	1	100	3,700	
	Total						3,700
3590	SPECIALTY EQUIPMENT						
	TRAVEL/PREP	3	Days	14	36.84	1,547	
	SHOOT LOCATION	3	Days	20	36.84	2,211	
	Subtotal					3,758	
	CAMERA CAR/PROCESS TRAILER	3	Days	1	1,500	4,500	
	Camera Car - Stuart Drives Family to Hospital						
	Camera Car - Stuart Drives Family home from Hospital						
	Camera Car - Stuart Drives Family to the Beach						
	Camera Car - Shelby calls Stuart						
	Camera Car - Amy drives Azalea						
	Total						8,258
3591	DRIVER MEAL ALLOWANCE						
	SHOOT - TRANSPO COORD	40	Days	1	40	1,600	
	SHOOT - TRANSPO CAPTAIN	40	Days	1	40	1,600	
	SHOOT - DRIVERS	40	Days	25	40	40,000	
	Total						43,200

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
3593	LOSS & DAMAGE						
	ALLOWANCE	1	Allow	1	1,500	1,500	
	Total						1,500
3594	AUTOS - SELF DRIVE						
	FIRST AD	13.8	Weeks	1	241	3,326	
	PRODUCTION ACCOUNTANT	22.6	Weeks	1	241	5,447	
	1ST ASST ACCOUNTANT	22.6	Weeks	1	241	5,447	
	PRODUCTION DESIGNER CAR	18.6	Weeks	1	260	4,836	
	COSTUME DESIGNER	16.8	Weeks	1	260	4,368	
	DP	12.8	Weeks	1	260	3,328	
	EDITOR	9.6	Weeks	1	260	2,496	
	ASST EDITOR	9.6	Weeks	1	241	2,314	
	ADD'L	9.6	Weeks	5	241	11,568	
	Total						43,129
3595	MILEAGE						
	ALLOWANCE	1	Allow	1	5,012	5,012	
	Total						5,012
3596	OTHER COSTS						
	DISPATCHER COMPUTER RENTAL						
	START:						
	ALLOWANCE	1	CAPS	1	500	500	
	Subtotal					500	
	D.O.T. FILING	3	Months	75	15	3,375	
	Subtotal					3,375	
	Total						3,875
3599	Total Fringes						
	FICA	6.2%			667,348.9	41,376	
	MEDI	1.45%			667,348.9	9,677	
	FUI	0.6%			157,456.91	945	
	FEE	1%			667,348.9	6,673	
	SUI-LOC	8.1%			209,956.91	17,007	
	LOCWC	5.09%			667,348.9	33,968	
	TEAM	105	Days		35,700	35,700	
	NU	22.44%			40,000	8,976	154,321
Account Total for 3500							1,296,806
3600	LOCATION						
3607	SITE RENTAL FEES						
	Weddington Middle School	1	Allow	1	10,000	10,000	
	Int Mario's Pizzeria	1	Allow	1	5,000	5,000	
	Stout House	1	Allow	1	35,000	35,000	
	Int Starbucks	1	Allow	1	5,000	5,000	
	Make A Wish Foundation	1	Allow	1	25,000	25,000	
	Ext Streets - Driving Shots	1	Allow	1	5,000	5,000	
	Hospital	1	Allow	1	50,000	50,000	
	Ext Charlotte Motor Speedway	1	Allow	1	10,000	10,000	
	Int Beach Cottage	1	Allow	1	10,000	10,000	
	Beach	1	Allow	1	7,000	7,000	

Continuation of Account 3607

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Bank of America Stadium	1	Allow	1	30,000	30,000	
	Ext Golf Course Parking Lot	1	Allow	1	500	500	
	Int Thai Restaurant	1	Allow	1	1,500	1,500	
	Int Amy's Apartment	1	Allow	1	3,000	3,000	
	Int Local Bakery	1	Allow	1	1,500	1,500	
	Ext Tiny Mountain Town	1	Allow	1	500	500	
	Int News Station	1	Allow	1	2,500	2,500	
	Int Radio Station	1	Allow	1	2,500	2,500	
	Int Bobcats Arena	1	Allow	1	7,500	7,500	
	Int Tony Stewart's Race Shop	1	Allow	1	1,500	1,500	
	Int/Ext Westin Hotel	1	Allow	1	35,000	35,000	
	Total						248,000
3610	SURVEY COSTS						
	MISC SURVEY COSTS	1	Allow	1	20,000	20,000	
	Total						20,000
3618	LOCATION EXPENSES						
	PERMITS	1	Allow	1	5,000	5,000	
	ROAD CLOSURE	1	Allow	1	10,000	10,000	
	TRASH	40	Days	1	200	8,000	
	RESTROOMS	10	Allow	1	1,000	10,000	
	LAYOUT BOARD	1	Allow	1	2,500	2,500	
	TENTS/TABLES/CHAIRS	5	Allow	1	3,500	17,500	
	ADJACENT NEIGHBORS/MERCHANTS	1	Allow	1	2,000	2,000	
	BASE CAMP PARKING	40	Days	1	500	20,000	
	CREW PARKING	40	Days	1	500	20,000	
	HOLDING/CATERING AREA	40	Days	1	750	30,000	
	MAPS/CONES	1	Allow	1	500	500	
	AC/HEATERS	10	Allow	1	750	7,500	
	Total						133,000
3621	LOCATION SECURITY						
	SET						
	WEEKEND	40	Days	2	300	24,000	
	NIGHT	8.6	Weeks	4	300	10,320	
	PREP/STRIKE	40	Days	1	300	12,000	
	Total	20	Days	1	300	6,000	
							52,320
3627	POLICE						
	LOCAL POLICE OFFICER						
	ASSIGNED W/ MOTORCYCLE						
	ASSUMES 2 OFFICERS						
	OFFICERS	10	Days	15	40	6,000	
	BIKE FEE	10	Days	2	50	1,000	
	Total						7,000
3630	FIRST AID & MEDICAL SERVICES						
	SET FIRST AID						
	NAME:						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						

Continuation of Account 3630

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP	1	Day	11....	30.50	336	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	2	Days	11....	30.50	671	
	Subtotal					19,589	
	RIGGING MEDIC						
	START:						
	SCALE: BB	30.50	/HR	1	0	0	
	PREP / WRAP 10						
	SHOOT 13						
	PREP	5	Days	11....	30.50	1,678	
	SHOOT LOCATION	37	Days	16....	30.50	18,338	
	HOLIDAY	1	Day	8.00	30.50	244	
	WRAP	3	Days	11....	30.50	1,007	
	Subtotal					21,266	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	SHOOT - DIST	3	Days	16....	30.50	1,487	
	Total						43,829
3639	HEAD CHEF (CATERER)						
	LOCAL 728						
	START:						
	SCALE: GANGBOSS						
	PREP	1	Day	14....	36.84	516	
	SHOOT LOCATION	37	Days	20....	36.84	27,264	
	TRAVEL	2	Days	14	36.84	1,032	
	SHOOT - DIST	3	Days	20	36.84	2,211	
	HOLIDAY	1	Day	8.00	36.84	295	
	WRAP	2	Days	14....	36.84	1,032	
	Subtotal					32,348	
	Total						32,348
3642	CATERING ASSISTANTS						
	CATERING ASST # 1						
	NON UNION						
	RATE: $ 22.00 / HR						
	PREP 10 / SHOOT 15						
	PREP	1	Day	11....	20	220	
	SHOOT LOCATION	37	Days	20....	20	14,985	
	TRAVEL	1	Day	11....	20	220	
	SHOOT DIST	3	Days	20....	20	1,215	
	HOLIDAY	1	Day	8.00	20	160	
	WRAP	1	Day	11	20	220	
	Subtotal					17,020	
	CATERING ASST #2						
	NON UNION						
	RATE: $ 17.00 / HR						
	PREP 10 / SHOOT 15						
	PREP	1	Day	11....	17	187	

Continuation of Account 3642

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SHOOT LOCATION	37	Days	20....	17	12,737	
	TRAVEL	1	Day	11....	17	187	
	SHOOT DIST	3	Days	20....	17	1,033	
	HOLIDAY	1	Day	8.00	17	136	
	WRAP	1	Day	11....	17	187	
	Subtotal					14,467	
	CATERING ASST #3						
	NON UNION						
	RATE: $ 17.00 / HR						
	PREP 10 / SHOOT 15						
	PREP						
	SHOOT LOCATION	1	Day	11....	17	187	
	TRAVEL	37	Days	20....	17	12,737	
	SHOOT DIST	1	Day	11....	17	187	
	HOLIDAY	3	Days	20....	17	1,033	
	WRAP	1	Day	8.00	17	136	
	Subtotal	1	Day	11....	17	187	
	CATERING MANDAYS:					14,467	
	NON UNION						
	RATE: $ 16.00 / HR						
	PREP 10 / SHOOT 15						
	ALLOWANCE	10	Days	20....	16	3,240	
	Subtotal					3,240	
	Total						49,194
3645	CATERED MEALS						
	LOCAL CATERING						
	CREW	37	Days	100	17.5	64,750	
	CREW - DIST	3	Days	100	17.5	5,250	
	CAST	37	Days	10	17.5	6,475	
	CAST - DIST	3	Days	10	17.5	525	
	EXTRAS	2,081	M/DYS	1	17.5	36,418	
	ICE / WATER	37	Days	1	300	11,100	
	ICE / WATER - DIST	3	Days	1	300	900	
	PROPANE / CHARCOAL / STERNO	37	Days	1	300	11,100	
	PROPANE / CHARCOAL / STERNO - DIST	3	Days	1	300	900	
	SALES TAX	8	%	1	137,418	10,993	
	Subtotal					148,411	
	DISH WASHING	8.6	Weeks	1	1,000	8,600	
	TRUCK RENTAL	8.6	Weeks	1	750	6,450	
	SALES TAX	8	%	1	15,050	1,204	
	Subtotal					16,254	
	Total						164,665
3652	OFF PROD MEAL ALLOWANCE						
	ALLOWANCE	1	Allow	1	15,000	15,000	

Continuation of Account 3652

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						15,000
3660	CREW DRIVE TO						
	ALLOWANCE	1	Allow	1	3,000	3,000	
	Total						3,000
3663	OFFICE RENTALS						
	LOCAL PRODUCTION OFFICES						
	PROD/ART OFFICE	22.6	Weeks	1	2,500	56,500	
	WARD DEPT	13.6	Weeks	1	750	10,200	
	SET DEC/PROPS DEPT	13.6	Weeks	1	750	10,200	
	UPGRADES / ADDL RENTALS	1	Allow	1	3,500	3,500	
	Total						80,400
3666	EQUIPMENT RENTALS						
	OFFICE EQUIP LOCAL						
	PROD OFFCE COPIER	4	Months	1	300	1,200	
	COPIES	4	Months	1	500	2,000	
	DELIVERY	1	Allow	1	350	350	
	SALES TAX	8	%	1	3,550	284	
	Subtotal					3,834	
	ACCTG FAX/COPIER	4	Months	1	93	372	
	COPIES	4	Months	1	1,000	4,000	
	SALES TAX	8	%	1	4,372	350	
	Subtotal					4,722	
	SET COPIER	7.4	Weeks	1	80	592	
	SALES TAX	8	%	1	592	47	
	Subtotal					639	
	ACCTG SAFE	4	Months	1	55	220	
	- Delivery / Pickup	1	Allow	2	40	80	
	SALES TAX	8	%	1	300	24	
	Subtotal					324	
	PRINTERS	4	Months	4	95	1,520	
	SALES TAX	8	%	1	1,520	122	
	Subtotal					1,642	
	Total						11,161
3672	OFFICE SUPPLIES						
	PROD OFFICE SUPPLIES	1	Allow	1	15,000	15,000	
	Total						15,000
3674	OFFICE FURNITURE						
	OFFICE FURNITURE						
	PREP	10	Weeks	1	350	3,500	
	SHOOT	8.6	Weeks	1	350	3,010	
	WRAP	3	Weeks	1	350	1,050	
	Total						7,560
3675	SHIPPING & FORWARDING COSTS						
	POSTAGE	1	Allow	1	4,500	4,500	
	FED EX	1	Allow	1	7,500	7,500	
	SHIPPING	1	Allow	1	20,000	20,000	

Continuation of Account 3675

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						32,000
3678	TELEPHONE/FAX EXPENSE						
	OFFICE PHONES / FAXES						
	INSTALL PHONE/FAX/INTERNET	1	Allow	1	5,000	5,000	
	Subtotal					5,000	
	RENTAL UNITS	18.6	Weeks	1	250	4,650	
	UNUSEAGEITS / LINES / CALLS	18.6	Weeks	1	1,000	18,600	
	Subtotal					23,250	
	INTERNET SERVICE	18.6	Weeks	1	500	9,300	
	Subtotal					9,300	
	Total						37,550
3681	CELL PHONES						
	ALLOW	1	Allow	1	5,000	5,000	
	Total						5,000
3699	Total Fringes						
	FICA	6.2%			122,130.76	7,572	
	MEDI	1.45%			122,130.76	1,771	
	FUI	0.6%			44,973.76	270	
	FEE	1%			122,130.76	1,221	
	SUI-LOC	8.1%			59,973.76	4,858	
	LOCWC	5.09%			122,130.76	6,216	
	TEAM	105	Days		1,050	1,050	
	Tier 3	109	Days		2,289	2,289	
	NU	22.44%			62,560	14,038	39,286
Account Total for 3600							**996,313**
3700	**PRODUCTION LAB & MEDIA MGMT**						
3701	DIGITAL NEGATIVE RECORD MEDIA						
	Record Media (Codex Drives, CF cards, etc)						
	Need capacity to hold 2 days worth of footage in reserve						
	LOCATION						
	1st Unit						
	A CAM	8.6	Weeks	3	300	7,740	
	B CAM	8.6	Weeks	3	300	7,740	
	Subtotal	0		1	15,480	0	
	Total					15,480	15,480
3702	DATA STORAGE AND BACKUP						
	101 - SHUTTLE DRIVE BACKUP FOR DIG. NEGATIVE & SOUND						
	Shoot -	8.6	Weeks	1	500	4,300	
	102 - LTO ARCHIVE FOR DIG. NEGATIVE & SOUND						
	MAIN UNIT						
	LTO6 2.5TB Tapes						
	Shoot	40	Days	3	125	15,000	

Continuation of Account 3702

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					19,300	
	Total						19,300
3704	TRANSCODING & MEDIA DISTRIBUTION (PIX)						
	Allow Prep -through- Post	1	Flat	1	40,000	40,000	
	Subtotal					40,000	
	Total						40,000
3705	ON LOCATION SCREENING						
	On Location Screening						
	Shoot	8.6	Weeks	1	750	6,450	
	Subtotal					6,450	
	Total						6,450
3706	MISCELLANEOUS EXPENSES						
	Misc expense (stock, discs, etc)	1	Allow	1	2,500	2,500	
	Subtotal					2,500	
	Total						2,500
3707	BONDED COURIER						
	Production Allowance - Shoot Weeks						
	Bonded Courier	7.4	Weeks	1	500	3,700	
		0		1	3,700	0	
	Total						3,700
Account Total for 3700							**87,430**
3900	**BTL TRAVEL AND LIVING**						
3970	CREW TRAVEL						
	FIRST AD	1	FCRT	1	1,750	1,750	
	PRODUCTION ACCOUNTANT	1	CCRT	1	1,500	1,500	
	1ST ASST ACCOUNTANT	1	CCRT	1	1,500	1,500	
	PRODUCTION DESIGNER CAR	1	FCRT	1	1,750	1,750	
	COSTUME DESIGNER	1	FCRT	1	1,750	1,750	
	DP	1	FCRT	1	1,750	1,750	
	EDITOR	1	FCRT	1	1,750	1,750	
	ASST EDITOR	1	CCRT	1	1,500	1,500	
	ADDT'L DIST HIRES X 10	10	CCRT	1	1,500	15,000	
	Total						28,250
3971	CREW HOUSING						
	FIRST AD	12.8	Weeks	7	150	13,440	
	FIRST AD-DISTANT	1	Week	7	150	1,050	
	PRODUCTION ACCOUNTANT	22.6	Weeks	7	150	23,730	
	1ST ASST ACCOUNTANT	21.6	Weeks	7	105	15,876	
	1ST ASST ACCOUNTANT-DISTANT	1	Week	7	105	735	

Continuation of Account 3971

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PRODUCTION DESIGNER	17.6	Weeks	7	150	18,480	
	PRODUCTION DESIGNER -DISTANT	1	Week	7	150	1,050	
	COSTUME DESIGNER	15.8	Weeks	7	150	16,590	
	COSTUME DESIGNER-DISTANT	1	Week	7	150	1,050	
	DP	11.8	Weeks	7	150	12,390	
	DP-DISTANT	1	Week	7	150	1,050	
	EDITOR	9.6	Weeks	7	150	10,080	
	ASST EDITOR	9.6	Weeks	7	105	7,056	
	DIST WEEKS - LOCAL HIRES X 80	5	Days	80	105	42,000	
	ADDT'L DIST HIRES X 10	10.6	Weeks	70	105	77,910	
	ADDT'L REGIONAL HIRES X 10	10.6	Weeks	70	105	77,910	
	Total						320,397
3972	CREW PER DIEM						
	FIRST AD	12.8	Weeks	7	75	6,720	
	FIRST AD-DIST	1	Week	7	75	525	
	PRODUCTION ACCOUNTANT	22.6	Weeks	7	75	11,865	
	1ST ASST ACCOUNTANT	21.6	Weeks	7	60	9,072	
	1ST ASST ACCOUNTANT-DIST	1	Week	7	60	420	
	PRODUCTION DESIGNER	17.6	Weeks	7	75	9,240	
	PRODUCTION DESIGNER -DIST	1	Week	7	75	525	
	COSTUME DESIGNER	15.8	Weeks	7	75	8,295	
	COSTUME DESIGNER-DIST	1	Week	7	75	525	
	DP	11.8	Weeks	7	75	6,195	
	DP-DIST	1	Week	7	75	525	
	EDITOR	9.6	Weeks	7	75	5,040	
	ASST EDITOR	9.6	Weeks	7	60	4,032	
	DIST WEEKS - LOCAL HIRES X 80	5	Days	80	60	24,000	
	ADDT'L DIST HIRES X 10	10.6	Weeks	70	60	44,520	
	ADDT'L REGIONAL HIRES X 10	10.6	Weeks	70	60	44,520	
	Total						176,019
3999	Total Fringes						
	Box/Per Diem	1.75%			176,019	3,080	3,080
Account Total for 3900							527,746

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
4000	SECOND UNITS						
4003	SPLINTER UNIT						
	MONTAGE/CAMEO UNIT						
	LABOR	70	%	1	100,000	70,000	
	RENTALS/MATERIALS	30	%	1	100,000	30,000	
	Total						100,000
4099	Total Fringes						
	IAVH	7.719%			70,000	5,403	
	IAPHW	18%			70,000	12,600	
	FICA	6.2%			70,000	4,340	
	MEDI	1.45%			70,000	1,015	
	FUI	0.6%			7,000	42	
	FEE	1%			70,000	700	
	SUI-LOC	8.1%			9,500	770	
	LOCWC	5.09%			70,000	3,563	28,433
	Account Total for 4000						128,433
4100	TESTS						
4103	OPERATING LABOR						
	ALLOWANCE	70	%	1	10,000	7,000	
	Total						7,000
4190	PURCHASES						
	NON-LABOR	30	%	1	10,000	3,000	
	Total						3,000
4199	Total Fringes						
	AS IA Flat	48%			7,000	3,360	3,360
	Account Total for 4100						13,360
	TOTAL PRODUCTION COSTS						9,243,630
4400	EDITING						
4401	PICTURE EDITORS						
	101 Editor						
	Name:						
	Start Date:						
	Scale	3,138	/wk	1	0	0	
	RATE:	5,000	/wk	1	0	0	
	Prep	1	Week	1	5,000	5,000	
	Shoot	8.4	Weeks	1	5,000	42,000	
	Holiday	0.2	Weeks	1	5,000	1,000	
	Shoot 6th Day	0	Weeks	1.5	5,000	0	
	Travel	0.4	Weeks	1	5,000	2,000	
	Post LA	18	Weeks	1	5,000	90,000	
	Post Saturdays	5	Days	1.5	5000/5	7,500	
	Post Sundays	3	Days	2	5000/5	6,000	

Continuation of Account 4401

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
		0		1	153,500	0	
	Subtotal					153,500	
	Total						153,500
4402	ASSISTANT PICTURE EDITORS						
	101 LA Film Assistant Editor #1 - LA Hire						
	Name:						
	Start Date:						
	Rate Includes Idles - $3100/wk						
	Prep	1	Week	1	3,100	3,100	
	Shoot	8.4	Weeks	1	3,100	26,040	
	Holiday	0.2	Weeks	1	3,100	620	
	Travel	0.4	Weeks	1	3,100	1,240	
	Post LA	18	Weeks	1	3,100	55,800	
	Wrap LA	2	Weeks	1	3,100	6,200	
	Post Saturdays	5	Days	1.5	3100/5	4,650	
	Post Sundays	3	Days	2	3100/5	3,720	
	Subtotal	0		1	101,370	0	
						101,370	
	Total						101,370
4405	MUSIC EDITOR						
	Post LA	4	Weeks	1	3,138	12,552	
	Total						12,552
4407	POST PRODUCTION SUPERVISOR						
	101 Post Prod Supervisor - Flat Rate						
	LA Hire						
	Post	18	Weeks	1	2,500	45,000	
	Wrap	4	Weeks	1	2,500	10,000	
	Subtotal					55,000	
	Total						55,000
4408	POST PRODUCTION PA						
	801 Editoral PA - Post Flat Rate						
	Name:						
	Start Date:						
	Post	18	Weeks	1	750	13,500	
	Wrap	2	Weeks	1	750	1,500	
	Subtotal					15,000	
	Total						15,000
4409	POST SHIPPING/MESSENGER						3,000
4411	CONTINUITY EXPENSES						
	Continuity Script	1	Allow	1	10,000	10,000	
	Subtotal					10,000	
	Total						10,000
4412	PURCHASES						
	101 Supplies, Expendables - Production	1	Allow	1	2,500	2,500	

Continuation of Account 4412

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	102 Supplies, Expendables - Post	1	Allow	1	2,500	2,500	
	Subtotal					5,000	
	Total						5,000
4415	BOX RENTALS						
	101 EDITORIAL BOXES (Computer Rentals)						
	Editorial Box Rentals	2	Capped	1	500	1,000	
	Subtotal					1,000	
	102 MUSIC EDITORIAL BOXES (Computer Rentals)						
	Music Editor Box Rental	4	Weeks	1	1,500	6,000	
	Subtotal					6,000	
	Total						7,000
4416	REIMBURSED MEALS/CRAFT SERVICE						
	Craft Service - Shoot Allowance	8.6	Weeks	1	200	1,720	
	Craft Service - Post Allowance	18	Weeks	1	200	3,600	
	Working Meals - Shoot	8.6	Weeks	1	200	1,720	
	Working Meals - Post	18	Weeks	1	200	3,600	
	Subtotal					10,640	
	Total						10,640
4417	MISCELLANEOUS EXPENSES						
	101 POST PHONES, ETC						
	EDITORIAL -						
	Allowance	1	Allow	1	5,000	5,000	
	Subtotal					5,000	
	Total						5,000
4499	Total Fringes						
	IA CORP	23.33%			153,500	35,812	
	IA - LA	46.12%			168,922	77,907	
	N/U LA All	24.25%			15,000	3,638	
	Box/Per Diem	1.75%			7,000	122	117,478
Account Total for 4400							495,540
4500 MUSIC							
4501	CLEARANCES						
	RIGHTS PURCHASES	1	Allow	1	150,000	150,000	
	Total						150,000
4503	COMPOSERS						
	Music Package	1	Allow	1	150,000	150,000	
	Subtotal					150,000	
	Total						150,000
Account Total for 4500							300,000
4600 POST SOUND							

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
4601	SOUND EDITING						
	Sound Design & Editorial Package	1	Allow	1	90,000	90,000	
	Subtotal					90,000	
	Total						90,000
4602	DUBBING STAFF & STAGE						
	Sound Mixing and Deliverables Package	1	Allow	1	90,000	90,000	
	Subtotal					90,000	
	Total						90,000
4603	ADR STAGE						
	Looping, ADR , Foley						
	ADR	1	Allow	1	25,000	25,000	
	Loop group	1	Allow	1	2,500	2,500	
	Subtotal					27,500	
	Total						27,500
4604	FOLEY EFX RECORDING						
	Foley x 5 days	1	Allow	1	25,000	25,000	
	Total						25,000
4611	LICENSE FEES						
	DOLBY License	1	Allow	1	11,000	11,000	
	Total						11,000
Account Total for 4600							243,500
4700	IMAGE & SOUND FINISHING & DELIVERABLES						
4703	CONFORM & DCP FOR SCREENINGS						
	Conform & DCP for Screenings	1	Allow	1	10,000	10,000	
	Total						10,000
4704	2D DIGITAL INTERMEDIATE						
	Digital Intermediate 2D Allowance Excludes 2D Digital Original Negative	1	Allow	1	100,000	100,000	
	Total						100,000
4707	DCDM						
	DCDM Archive (LTO)	1	Allow	1	5,000	5,000	
	Subtotal					5,000	
	Total						5,000
4708	DCP DELIVERABLES						
	DCP Deliverables	1	Allow	1	5,000	5,000	
	Total						5,000

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
4709	TEXTLESS ELEMENTS						
	Textless Elements	1	Allow	1	2,500	2,500	
	Total						2,500
4712	DIGITAL ORIGINAL NEGATIVE						
	Digital Original Negative	1	Allow	1	30,000	30,000	
	Total						30,000
4713	TEXTLESS NEGATIVE						
	Textless Negative	1	Allow	1	2,500	2,500	
	Total						2,500
4717	MISCELLANEOUS EXPENSE						
		1	Allow	1	10,000	10,000	
	Total						10,000
Account Total for 4700							**165,000**
4800 VISUAL EFFECTS							
4846	VFX SHOT COSTS						
	VFX SHOTS ALLOCATION Fireworks Kevin Donalley on Jumbo Tron Crowd Enhancement	1	Allow	1	100,000	100,000	
	Total						100,000
Account Total for 4800							**100,000**
4900 STOCK FOOTAGE							
4902	STOCK SHOTS-PURCHASE						
	RIGHTS Sponge Bob Bring It On A Christmas Story NFL - Carolina Panthers NFL - Oakland Raiders NBA - Charlotte Bobcats	1	Allow	1	70,000	70,000	
	Subtotal					70,000	
	Total						70,000
4903	STOCK SHOTS-LABOR						
	Stock shots - research and purchase	1	Week	1	5,000	5,000	
	Total						5,000
Account Total for 4900							**75,000**
5000 TITLES, OPTICALS							
5002	MAIN & END TITLES						
	Main & End Titles						

Continuation of Account 5002

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
		1	Allow	1	20,000	20,000	
	Subtotal					20,000	
	Total						20,000
Account Total for 5000							**20,000**
5100	**FACILITIES, EQUIPMENT & MEDIA MGMT**						
5101	POST FACILITIES						
	POST OFFICES	22	Weeks	1	1,000	22,000	
	Total						22,000
5102	AVID RENTALS						
	101 Editor System						
	Rate - $700/wk						
	Prep	1	Week	1	700	700	
	Shoot	8.6	Weeks	1	700	6,020	
		0		1	6,720	0	
	Post LA	18	Weeks	1	700	12,600	
		0		1	12,600	0	
	Subtotal					19,320	
	102 1st Asst. Editor System						
	Rate - 700/wk						
	Prep	1	Week	1	700	700	
	Shoot	8.6	Weeks	1	700	6,020	
		0		1	6,720	0	
	Post LA	18	Weeks	1	700	12,600	
	Wrap LA	1	Week	1	700	700	
		0		1	13,300	0	
	Subtotal					20,020	
	106 ISIS 32TB Storage System						
	Rate - 1250/wk						
	ISIS - Shoot	8.6	Weeks	1	1,250	10,750	
	ISIS - Post	18	Weeks	1	1,250	22,500	
	Subtotal					33,250	
	Total						72,590
Account Total for 5100							**94,590**
	TOTAL POST PRODUCTION COSTS						**1,493,630**
6300	**PUBLICITY**						
6303	UNIT PUBLICIST						
	PUBLICITY CONSULT ALLOWANCE	1	Allow	1	15,000	15,000	
	Total						15,000
6396	OTHER COSTS						
	BTS PACKAGE	1	Allow	1	10,000	10,000	
	Total						10,000

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
Account Total for 6300							25,000
6700 INSURANCE							
6703	CAST						
	CAST MEDICAL	13	EXAM...	1	150	1,950	
	Total						1,950
6706	NEGATIVE						
	NEGATIVE INSURANCE						
	ENTERTAINMENT PCKG	1	Allow	1	180,000	180,000	
	Subtotal					180,000	
	Total						180,000
Account Total for 6700							181,950
6800 GENERAL EXPENSE							
6803	CORPORATE FEES						
	CPA FEES/TAX FILING	1	Allow	1	25,000	25,000	
	ANNUAL FEES	1	Allow	1	2,500	2,500	
	Total						27,500
6804	LEGAL FEES						
	PRODUCTION LEGAL	1	Allow	1	50,000	50,000	
	FINANCING LEGAL	1	Allow	1	50,000	50,000	
	FINANCE TAX CREDIT LEGAL FEES	1	Allow	1	25,000	25,000	
	Total						125,000
6812	CODE SEAL						
	MPAA SEAL	1	Allow	1	10,000	10,000	
	Total						10,000
6816	POST PRODUCTION ACCOUNTANT						
	POST PRODUCTION ACCOUNTANT	20	Weeks	1	1,500	30,000	
	Total						30,000
6818	SET/SET DEC/PROPS STORAGE						
	SET DEC/PROPS/SETS	4	MOS	1	2,000	8,000	
	Total						8,000
6822	MESSENGERS						
	ALLOWANCE	1	Allow	1	1,500	1,500	
	Total						1,500
6835	INCENTIVE COSTS						
	AUDIT FEES/FILING FEES	1	Allow	1	25,000	25,000	
	Total						25,000
6836	WRAP PARTY						
	ALLOW	1	Allow	1	10,000	10,000	
	Total						10,000
6896	OTHER COSTS						
	CORP FEES	1	Allow	1	2,000	2,000	
	Total						2,000

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
6898	INTEREST EXPENSE						
	INTEREST ON DEVELOPMENT COSTS		1	Allow	1	132,000	132,000
	Total						132,000
6899	Total Fringes						
	IA - LA	46.12%				30,000	13,836	13,836
Account Total for 6800							384,836
	CONTINGENCY : 8.0%						1,406,519
	TOTAL OTHER COSTS						1,998,305
	Total Above-The-Line						6,252,438
	Total Below-The-Line						12,735,565
	Total Above and Below-The-Line						18,988,003
	Grand Total						18,988,003
	GA Estimated Tax Incentive						(3,634,964)
	Net Total						15,353,039

Liz Veres

From: David Williams <dwilliams@wish.org>
Sent: Wednesday, February 1, 2017 10:26 AM
To: Stuart Stout
Subject: Re: I was just thinking about you the other day..... I was wondering what the status was of your movie.

Good for you and for us! Let me know if you think we can be helpful.

David Williams
President & Chief Executive Officer
Make-A-Wish Foundation of America
4742 North 24th Street, Suite 400
Phoenix, Arizona 85016
Office: (602) 279-9474
Cell: (602) 384-7236
E-mail: dwilliams@wish.org

On Feb 1, 2017, at 8:23 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:

> It is moving...slowly but surely towards the Mouse!
>
> **From:** David Williams [mailto:dwilliams@wish.org]
> **Sent:** Wednesday, February 1, 2017 10:23 AM
> **To:** Stuart Stout <stuart@mfwhproductions.com>
> **Subject:** Re: I was just thinking about you the other day..... I was wondering what the status was of your movie.
>
> That is great news. Hope the meetings go well.
>
> David Williams
> President & CEO
> Make-A-Wish America
> 4742 North 24th Street, suite 400
> Phoenix, AZ 85016
> O (602) 279-9474
> M (602) 384-7236

On Feb 1, 2017, at 8:09 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:

> David, the Alcon guys we met with in LA are coming to Charlotte February 15-17...we are meeting with the Carolina Panthers and Make-A-Wish amongst some others in Charlotte. Just keeping you looped in.
>
> Talk soon!
>
> SS

PLAINTIFF'S EXHIBIT 2

From: David Williams [mailto:dwilliams@wish.org]
Sent: Sunday, December 4, 2016 9:17 AM
To: Stuart Stout <stuart@mfwhproductions.com>
Subject: Re: I was just thinking about you the other day..... I was wondering what the status was of your movie.

Flying out of LAX?

David Williams
President & CEO
Make-A-Wish America
4742 North 24th Street, suite 400
Phoenix, AZ 85016
O (602) 279-9474
M (602) 384-7236

> On Dec 3, 2016, at 5:39 PM, Stuart Stout <stuart@mfwhproductions.com> wrote:
>
> Monday thru Thursday at noon.
>
> Stuart Stout
> 704-578-0802
>
>> On Dec 3, 2016, at 7:26 PM, David Williams <dwilliams@wish.org> wrote:
>>
>> Sounds great. How long are you in Los Angeles for as I'm headed there later in the week.
>>
>> David Williams
>> President & CEO
>> Make-A-Wish America
>> 4742 North 24th Street, suite 400
>> Phoenix, AZ 85016
>> O (602) 279-9474
>> M (602) 384-7236
>>
>>
>>> On Dec 3, 2016, at 11:23 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:
>>>
>>> A lot happening! Can I call you later? Headed to LA Monday for a meeting with Alcon!
>>>
>>> Stuart Stout
>>> 704-578-0802
>>>
>>>> On Dec 3, 2016, at 1:17 PM, David Williams <dwilliams@wish.org> wrote:

>>>>
>>>>
>>>>
>>>> David Williams
>>>> President & CEO
>>>> Make-A-Wish America
>>>> 4742 North 24th Street, suite 400
>>>> Phoenix, AZ 85016
>>>> O (602) 279-9474
>>>> M (602) 384-7236
>>>
>

Stuart Stout
704-578-0802

On May 6, 2017, at 6:38 PM, Billy Badalato <billybadalato@me.com> wrote:

Greetings Jonah and Stuart,

- Jonah - Nice to meet you as well. That's great to know about your history in Charlotte. We'll certainty benefit from your local knowledge and experience. I've worked in Wilmington a few times, once in '87 and once in '09 and scouted Charlotte a while back on my last trip. I always enjoy working in that part of the US.

- Stuart - It will be my pleasure to meet you. I very much look forward to making a great story to honor Hope and all that you and your family have been through and have accomplished so selflessly for others.

We've reached out and having been working with Beth Petty, Charlotte Film Commissioner, who's arranged our hotels and will be working with us during the time we are there this week. She has arranged a Van, which she will be driving, to pick us up at the airport when we arrive on Tuesday. She'll have a location scout, Carl Golden, in tow with her to talk with us that afternoon and that evening in our meeting with them. We've plan our formal meeting with them to review our scouting plan after the Stadium scout at the hotel before dinner. She'll drive us around for the scouting while we're in town.

She has asked if she and Carl can join us during our Tuesday Stadium walk-thu at 4pm, Steve told me that they need to be cleared in advance and that Stuart is our contact there - Stuart, will this be possible? Otherwise Beth is very excited about our film and meeting all of us together.

Beth has also put some of her location library photos on their website for us prior to our arrival. Here is the link.

http://charlotte.reel-scout.com/package_cover.aspx?id=38497&key=2E32643E

Below is what we have arranged so far. Please take a look and let us know what to refine.

Tuesday - We arrive at the airport around 2pm and the meeting is at the Stadium is at 4pm. Beth says the hotel we are staying at, Marriott South Park, is about 15 to 20 from the airport and that the Stadium is about 15m from the hotel. We were thinking we'd go from the airport to the hotel, see if we can check in and/or just refresh and review before the Stadium meeting. We have 5 rooms at the hotel, 4 for us flying in and one Jonah so can all be at the same place while we're scouting. We have our Stadium meeting at 4pm and then return back to the hotel where we have tentatively scheduled our formal meeting with Beth and Carl to review what we want to see on Wed and Thur. Steve is setting up the dinner at Qual Hollow, time TDB

Wednesday - we go to our 9:30am to 11am meeting with Riley Fields at the Stadium. After that we can go scouting until the afternoon BBQ that I'm told Stuart is hosting for us - thank you Stuart, very cool of you and we look forward to seeing the house and Hope's room. Afterwards back to the hotel or TBD.

Thursday - in the morning we check out when we decide, hop in the Van to scout and then off to the airport for the 4pm flight.

Best,
Billy B

Billy Badalato,
Senior Producer and Founder

<PastedGraphic-3.tiff>

Badalato Media Group, Inc

"Global Film Production, Consulting and Education"

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On May 6, 2017, at 11:52 AM, Jonah Hirsch <jmhirsch@mac.com> wrote:

Val - excited to be heading back to the big C-L-T on the heels of the great news form the NFL - i think we are riding into town with great momentum!

Billy - very nice to meet you via email. I know you have shot in NC before which is great, but if you need any local help or info specific to Charlotte just let us know. I lived there for a number of years when i was working for Bank of America (its where they are headquartered) , and Stuart might as well be considered the unofficial mayor as he pretty much knows everyone in town.

Looks toward to seeing everyone in a few days,

Jonah

> On May 6, 2017, at 10:36 AM, Val Hill <vhill@1614ent.com> wrote:
>
> Hi everyone,
>
> I want to introduce Billy, again by email. Along authKonah and Stuart, Billy has done a great job preparing a lot of the scouting logistics for us.
>
> Stuart can you and Billy sync on our schedules now that Billy has done a great job getting our logistics locked in.
>
> Billy would you mind sending the group the itinerary, links, and/or anything you want to update the group on. We are all ears.
>
> Look forward to a great trip and Congrats to us all on the NFL.
>
> Val
>
> Val Hill
> President/CEO
> 16:14 Entertainment INC.
> (Samsung mobile)

Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Monday, May 8, 2017 11:36 AM
To: Jonah Hirsch
Cc: Stuart Stout; Wegner, Steve; Val Hill; Gerod; Henry Ward
Subject: Re: FOR REVIEW - Hope's Wish - Charlotte Scout - Tentative Itinerary 5-6

Great. Thanks Jonah, I'll let them know and see if they would like join us at Stuart's on Tuesday.

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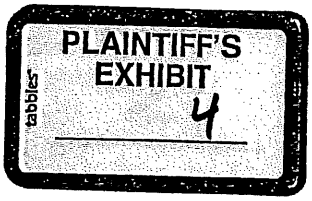
On May 8, 2017, at 8:32 AM, Jonah Hirsch <jmhirsch@mac.com> wrote:

> Already emailed him. Also Riley just confirmed ok to have Beth and Carl to join stadium tour on Tuesday.
>
> On May 8, 2017, at 6:30 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:
>
> > By all means...the guy is Henry Ward. He has the juice to get this going. Perhaps you or Jonah or Val should reach out to him and tell him you are here this week! His email is henryward@mvalaw.com.
> >
> > SS
> >
> > **From:** Wegner, Steve [mailto:SWegner@alconent.com]
> > **Sent:** Sunday, May 7, 2017 1:58 PM
> > **To:** Val Hill <vhill@1614ent.com>
> > **Cc:** Jonah Hirsch <jmhirsch@mac.com>; Billy Badalato <billybadalato@me.com>; Gerod <gerodchristian@gmail.com>; Stuart Stout <stuart@mfwhproductions.com>
> > **Subject:** Re: FOR REVIEW - Hope's Wish - Charlotte Scout - Tentative Itinerary 5-6
> >
> > Do we need to help grease the wheels to get Charlotte to extend a rebate that matches Atlanta? It would be very helpful to shed some further light on this opportunity on this trip.
> >
> > spw
> >
> > Sent from my iPhone
> >
> > On May 7, 2017, at 8:30 AM, Val Hill <vhill@1614ent.com> wrote:
> >
> > > Great thanks, Jonah.



Val Hill
President/CEO
16:14 Entertainment INC.
(Samsung mobile)

On May 7, 2017 8:21 AM, "Jonah Hirsch" <jmhirsch@mac.com> wrote:

Also, I'll reach out to Riley about adding Beth and Carl to the list for the Tuesday stadium scout - I'm guessing it shouldn't be a problem.

On May 6, 2017, at 5:43 PM, Stuart Stout <stuart@mfwhproductions.com> wrote:

> Billy, likewise! Heard great things about you from Val and Steve and welcome to Team Hope! It is going to be a fun 3 days as we prepare to get Hope's story into the movie we've dreamed about for years. I know Beth Petty well; she's is terrific and has been very anxious to see this movie happen too.
>
> There is a change schedule wise. Dinner will now be at our house on Tuesday night rather than on Wednesday as originally planned. The reason is our host at Quail Hollow is Tigger Alexander and he strongly suggested moving it to Wednesday night because the people that we need to see that could be serious equity partners tend to congregate more at Quail on Wednesday rather than Tuesday. Tigger is very plugged in at Quail...it's an "old money" country club and with the right "steerage" by him, we could find 2-4 partners by nights end if the mood strikes them right. Also he has already laid the groundwork for a few of them.
>
> I was not planning to go to the stadium tour, so all of you can head to Casa de Stout once it's finished. Assume you'll have the van and can drive over. We're preparing a southern style meal, featuring my world famous grilled pork ribs and all the trimmings. There will be plenty of time to see Hope's room and our house. If any of you have any dietary restrictions now would be the time to tell me! Also please come dressed comfortably. The weather here next week is supposed to be perfect! May is the best time to visit NC is my opinion. And yes, Steve, there will be some time for a cigar with you, me and CMS after dinner!

On Wednesday morning we have coffee tentatively scheduled with Kevin Donnalley at the hotel. Since we're meeting with Riley at 9:30, I'm going to suggest 8:00 which will give us some time before leaving for the stadium around 9:00. After the meeting with Riley, we have lunch with Lyndsey and Dave Stogdill uptown somewhere, again TBD. After that we're open until around 5:30 then we head to Quail unless something pops up. Thursday morning we have a tentative meeting with Thomas and Kelli Davis. Thomas plays for the Panthers and is team captain and very well thought of by the NFL people we met with and the Panthers. He and Kelli are very interested in the movie. Again for convenience we will probably meet at the hotel.

Hope this is ok...looking forward to next week!!

Regards,

Stuart Stout
704-578-0802

On May 6, 2017, at 6:38 PM, Billy Badalato <billybadalato@me.com> wrote:

Greetings Jonah and Stuart,

- Jonah - Nice to meet you as well. That's great to know about your history in Charlotte. We'll certainty benefit from your local knowledge and experience. I've worked in Wilmington a few times, once in '87 and once in '09 and scouted Charlotte a while back on my last trip. I always enjoy working in that part of the US.

- Stuart - It will be my pleasure to meet you. I very much look forward to making a great story to honor Hope and all that you

and your family have been through and have accomplished so selflessly for others.

We've reached out and having been working with Beth Petty, Charlotte Film Commissioner, who's arranged our hotels and will be working with us during the time we are there this week. She has arranged a Van, which she will be driving, to pick us up at the airport when we arrive on Tuesday. She'll have a location scout, Carl Golden, in tow with her to talk with us that afternoon and that evening in our meeting with them. We've plan our formal meeting with them to review our scouting plan after the Stadium scout at the hotel before dinner. She'll drive us around for the scouting while we're in town.

She has asked if she and Carl can join us during our Tuesday Stadium walk-thu at 4pm, Steve told me that they need to be cleared in advance and that Stuart is our contact there - Stuart, will this be possible? Otherwise Beth is very excited about our film and meeting all of us together.

Beth has also put some of her location library photos on their website for us prior to our arrival. Here is the link.

http://charlotte.reel-scout.com/package_cover.aspx?id=38497&key=2E32643E

Below is what we have arranged so far. Please take a look and let us know what to refine.

Tuesday - We arrive at the airport around 2pm and the meeting is at the Stadium is at 4pm. Beth says the hotel we are staying at, Marriott South Park, is about 15 to 20 from the airport and that the Stadium is about 15m from the hotel. We were thinking we'd go from the airport to the hotel, see if we can check in and/or just refresh and review before the Stadium meeting. We have 5 rooms at the hotel, 4 for us flying in and one Jonah so can all be at the same place while we're scouting. We have our Stadium meeting at 4pm and then return back to the hotel where we have tentatively scheduled our formal meeting with Beth and Carl to review what we want to see on Wed and Thur. Steve is setting up the dinner at Qual Hollow, time TDB

Wednesday - we go to our 9:30am to 11am meeting with Riley Fields at the Stadium. After that we can go scouting until the afternoon BBQ that I'm told Stuart is hosting for us - thank you Stuart, very cool of you and we look forward to seeing the house and Hope's room. Afterwards back to the hotel or TBD.

Thursday - in the morning we check out when we decide, hop in the Van to scout and then off to the airport for the 4pm flight.

Best,
Billy B

Billy Badalato,
Senior Producer and
Founder

<PastedGraphic-3.tiff>

Badalato Media Group, Inc

"Global Film Production, Consulting and Education"

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On May 6, 2017, at 11:52 AM, Jonah Hirsch <jmhirsch@mac.com> wrote:

Val - excited to be heading back to the big C-L-T on the heels of the great news form the NFL - i think we are riding into town with great momentum!

Billy - very nice to meet you via email. I know you have shot in NC before which is great, but if you

need any local help or info specific to Charlotte just let us know. I lived there for a number of years when i was working for Bank of America (its where they are headquartered) , and Stuart might as well be considered the unofficial mayor as he pretty much knows everyone in town.

Looks toward to seeing everyone in a few days,

Jonah

On May 6, 2017, at 10:36 AM, Val Hill <vhill@1614ent.com > wrote:

Hi everyone,

I want to introduce Billy, again by email. Along authKonah and Stuart, Billy has done a great job preparing a lot of the scouting logistics for us.

Stuart can you and Billy sync on our schedules now that Billy has done a great job getting our logistics locked in.

Billy would you mind sending the group the itinerary, links, and/or anything you want to update the group

on. We are all ears.

Look forward to a
great trip and
Congrats to us all on
the NFL.

Val

Val Hill
President/CEO
16:14 Entertainment
INC.
(Samsung mobile)

Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Saturday, June 3, 2017 6:25 PM
To: Stuart Stout
Cc: Jonah Hirsch; Val Hill; Steven Wegner
Subject: Re: Lowe's call with Lyndsey

Thanks Stuart,

Great point, yes. We want to insure that we are all working in concert with Walter - I hope we hear back from him in the next few days. When I was looking at the CRVA website I saw that at least one board member works for Henry's law firm, Moore & Van Allen, and that explained the connection. Henry also referenced the CRVA in our meeting as a group that we could get on board. I'll explain this to Lyndsey for when we speak with Randy before the group call.

You are certainly right, Lyndsey is really a go getter and really wants to help out. She is also culling her current videos clips of her daughter to submit to Charles when the time is right. I should say that I can tell she is really trying to crack the nut of the marketing department so they'll engage fully with us. Hopefully we'll know more at the end of the week.

- Great weather here this weekend, hope the same on your end!

Best,
BB

cc: Val, Steve and Jonah

On Jun 3, 2017, at 2:28 PM, Stuart Stout <stuart@mfwhproductions.com> wrote:

Sounds good. The only issue is the CRVA is one of Walter Price's contact points so if we do talk to Randy we need to make sure he knows this to keep continuity in this effort.

Lyndsey is a go getter and if anybody can deliver Lowes it'll be her.

I'm up for a call anytime.

Have a great weekend!

Stuart Stout
704-578-0802

On Jun 3, 2017, at 3:51 PM, Billy Badalato <billybadalato@me.com> wrote:

Greetings Jonah and Stuart,

I was speaking with Lyndsey yesterday about the possible integration deal with Lowe's when during our conversation she brought up a resource of hers which we thought could be helpful with Hope's Wish operating smoothly while in Charlotte and perhaps help us out with the Gap money scenario. She would

like to set up a phone call to introduce us to a board member of the Charlotte Regional Visitors Authority (CRVA). This person, his first name is Randy I believe, could also be helpful in other areas of interest that we may have with the City. I should be hearing back from Lyndsey with possible call-times with Randy by Tuesday and then I'll circle back to you guys and we'll set a time. I've spoken to Val and he would like us to have the preliminary call and then let them know if we need to loop him and Steve in to any subsequent calls.

With regards to the integration deal; In the past two weeks Lyndsey has been in contact with the Marketing Department and the verdict is still out on their side about the appetite and bandwidth they have to do a full-integration with us. She is meeting with someone at the end of next week to further this discussion. In the meantime we are pursing the donation, or great discounted prices of the material list to see what arrangements or accommodations which can be made for us. Our potential construction coordinator created a drop load list of materials which I have forwarded to Lyndsey, the value of the materials on that list is about 45k.

Hope you all are enjoying the weekend!

Best,
Billy B

CC: Val Hill and Steve Wegner

Billy Badalato,
Producer and CEO
DGA / PGA

<PastedGraphic-3.tiff>

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Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Wednesday, June 7, 2017 11:04 AM
To: Jonah Hirsch
Cc: Stuart Stout
Subject: Re: NC spend / tax rebate

Sure, that's a solid guess - up to 50% of the total Production spend could land in Charlotte.

Have either you guys heard from Walter with a fee proposal outline?

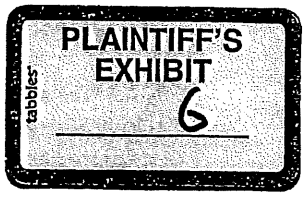
Good luck today.
Billy B

On Jun 6, 2017, at 10:53 PM, Jonah Hirsch <jmhirsch@mac.com> wrote:

I'm just guessing its half the BTL spend would actually got to Charlotte folk - sound about right?

Meeting up with them tomorrow AM.

> On Jun 6, 2017, at 7:41 PM, Billy Badalato <billybadalato@me.com> wrote:
>
> Right , keep it easy.
>
> Here's the current Savannah budget as an example
>
> 6,252,438 ABL
> 9,243,630 Production
> 1,493,630 Post
> 1,998,305 Other
> 1,405.509 Contingency
> 18,998 xxx
>
> So if we add 1m to ABL we get a 7,252,438 which put's us a hair under 20m. The Production Period stays the same, about 10m. What you're saying that from that 10m we would be spending 5m locally in Charlotte with crew payroll and vendors, is that right?
>
> Did you meet up with Val today?
>
> Billy B
>
> On Jun 6, 2017, at 10:36 AM, Jonah Hirsch <jmhirsch@mac.com> wrote:
>
> Methinks easiest thing this is just do a call - definitely don't want to over think this.
>
> -in terms of expected reboot, if we are spending $20MM, lets say 75% is captured by the rebate so in NC its 25% and Georgia its 30% (+ $150,000 for Savannah) then my math says $900,000. Travel is probably



a wash since going to beach is local for Savannah vs travel from Charlotte, and vice versa for the Panther Stadium.

-In terms of spend - this is where i need you to help me guess. If the spend is $20MM, and I take out most ATL, post, legal, insurance, development, contingency, etc - just leave physical production, and assume crew is 50% from Charlotte, i'm guessing local actual $$ being spent in Charlotte either to Charlotteans, business, vendors etc is probably on the order of $5MM.

Let me know what you think - i'm free for next few hours, and then again after 6 PM onwards to chat.

Jonah

On Jun 6, 2017, at 10:13 AM, Billy Badalato <billybadalato@me.com> wrote:

Hi Jonah,

There are some crossed wires here about how we're getting to these estimates. As I mentioned to you, Val, Steve and Stuart on our debrief call last week, there has been no other current budget made for HW because we all were anticipating the new CMS draft and the only budget draft we had to work from was your Savannah budget (The $19MM budget based on the 8/2/16 draft.).

On our phone calls you made the very logical point with Walter, then with the Team, on how the city of Savanna should be the "other" City option to Charlotte since, as we discussed, you already had planned to shoot the film in Savannah and that you have your Savanah budget built with the subgroups and globals needed to make the compares, it made complete sense to me that this is what you were suggesting to them in order to come up with any ballpark estimate for them this week, otherwise you would need a new budget to work from.

It was then, after we reviewed the totals for each City and the Gap amount that I thought I was going to get that specific budget from you (the one that matches with the comps and gap money total) to pull out the "soft dollar ask" by lifting and totaling the amount(s) from the different applicable accounts (hotels, police, fire, location fees, etc...) and while taking into account the new script changes which we were going to discuss sometime during this process.

Although there may be a faster process to come up with credible numbers I don't know of one without using any budget as the baseline.

I know we're all busy, you're going to meet with Val today about the COT and I'm working today on materials and doc's for my meeting with Charles tomorrow and then calendars with labor/work flow projections for Val, Steve for Alcon on Friday so please let me know what your thinking was and let's see how we can get this done with the time we all have.

Billy B

CC: Stuart

On Jun 5, 2017, at 6:09 PM, Jonah Hirsch <jmhirsch@mac.com> wrote:

Yes, we'll have plenty of time to figure this out.

Were you able to read the script yet and come up with a potential Charlotte spend as well as a what the ask should be? I know a lot depends on our budget which i still TBD, but i think we should try to get back to Henry and Walter with a number by tomorrow, or Wed at the latest.

I'm around all day tomorrow if you want to try and chat through this - i know its far from an exact science but i'm game to help come up with a "swag" (sophisticated wild ass guess).

Jonah

> On Jun 5, 2017, at 6:03 PM, Billy Badalato <billybadalato@me.com> wrote:
>
> Hiya Jonah,
>
> Makes complete sense. It's good that you brought it up to be discussed so we can be ready when the times comes. The other good thing to know is that due to it's size we will probably be having more than one banking credit on the picture which we will be able to offer. Let's take a beat then and let the process advance a step or two and see where we are. That sound alright?
>
> Billy B
>
> On Jun 5, 2017, at 3:49 PM, Jonah Hirsch <jmhirsch@mac.com> wrote:
>
> hey guys -
>
> In terms of banking, you may want to hold off on this for a second or just have an initial conversation and not get too far ahead of ourselves.
>
> Charlotte is a "banking town" and given it is Bank of America's global headquarters, the seconds largest banking center for Wells (after SF) this could be a political decisions as much as anything. I think all the banks will be sufficient when it comes to providing the necessary

services, and the overall fess the banks will make isn't really much money, but the ability to say "banking services provided by _____ " on the finished negative will be a big deal.

Yadkin has been a very good partner for many years to both the Foundation and Production company, and they would i'm sure very much relish the business and association, but just want to make sure we don't get too far down the road on what could be a sensitive subject - especially after we pull BofA's name off the stadium.

Jonah

On Jun 5, 2017, at 3:14 PM, Billy Badalato <billybadalato@me.com> wrote:

Hey Stuart - for sure, I 100% get it. I'm happy to reach out to them later this week so go ahead and email and I'll call to follow up-)

Thank U,
BB

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On Jun 5, 2017, at 2:17 PM, Stuart Stout <stuart@mfwhproductions.com> wrote:

I think coming from you it would mean more...shows the project is very reall I would email them to start...they are aware of the project.

Natasha is the person to talk to...she controls all the community relations and marketing and is extremely plugged in at FNB.

Contact info:

George Searle
SearleG@fnb-corp.com
(704) 437-6608

Natasha Austin
AustinN@fnb-corp.com
Getting her phone number and will forward.

Good luck!

SS

From: Billy Badalato [mailto:billybadalato@me.com]
Sent: Monday, June 5, 2017 4:37 PM
To: Stuart Stout <stuart@mfwhproductions.com>
Cc: Jonah Hirsch <jmhirsch@mac.com>
Subject: HW - Banking question - 6/5

Thank you for the list Stuart,

Would you rather us contact George or Natasha as our first contact at First National Bank?

Best,
Billy B

On Jun 5, 2017, at 10:02 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:

Billy, as it relates to the highlighted areas below, here are the very warm relationships we have as it relates to both HW and the March Forth With Hope Foundation:

- Banking...First National Bank...George Searle and Natasha Austin. George is the EVP and my contact there. Natasha does all their community relations and PR; https://www.fnb-online.com/
- Printing...ImageMark...Walter Payne...Walter is the CEO and has been a big supporter of

both HW and the March Forth With Hope Foundation. He does fulfillment and small and large scale printing; http://www.imagemarkonline.com/

- Product placement/possible soft money...LabCorp...Walter does a lot of work with LabCorp and has facilitated an introduction with the execs there. Walter does all the lab fulfillment which is done online by all their partners. They are very interested in talking about the movie and how they can be involved. This is a huge company with deep resources; https://www.labcorp.com/
- Automotive...we have a number of relationships with auto dealers in town. Hendrick Automotive Group is mostly GM and import. Sonic Automotive is the biggest Ford dealer in NC and given the NFLs arrangement with Ford, they could be a possibility. The good news is Kevin Donnalley has a great relationship with Marcus Smith who is the CEO of Speedway Motorsports. https://www.speedwaymotorsports.com.
- Hotels...Hampton Inn at Phillips Place...Marcel Hebert...the HI and Phillips is centrally located in the SouthPark area right beside The Palm. This could be the home of the main cast, high level crew etc. Marcel is a great guy and would be willing to give us as good a deal as there is and wants to. http://hamptoninn3.hilton.com/en/hotels/north-carolina/hampton-inn-and-suites-charlotte-south-park-at-phillips-place-CLTSPHX/index.html.

There may be some more as I think of them but this is a start.

Best regards,

Stuart

-----Original Message-----
From: Billy Badalato
[mailto:billybadalato@me.com]
Sent: Sunday, June 4, 2017 1:03 PM
To: Stuart Stout
<stuart@mfwhproductions.com>
Cc: Jonah Hirsch <jmhirsch@mac.com>
Subject: Re: Banking question

Hey Stuart,

I completely understand what you're saying here, I always appreciate existing business relationships. Thanks for explaining this as I'm always a big fan of using local banks if possible.

Generally speaking as you can probably tell by now, I'm a big big fan of using all the great people and resources that Charlotte and it's region has to offer - I try to treat all the different State and Countries I've filmed in the same way. We, the filmmakers, are receiving a rebate from the State/Country and in turn I feel a moral obligation to spend as much money locally on people and vendors as I can and not on people and vendors outside the State/Country.

On a somewhat different note, it would be great to get a list of all the places you, your Charity and Jonah do business in town because I always try to include these business as vendors for the film.

I'm not entirely sure how all the parties are going to want to set up the banking for the Production. Normally the Bank used is the same bank where the prime investor or Studio does their banking.

Assuming there is a branch of that specific bank in the City where the film is filming. The prime investor / Studio sets up a second account in the same bank and that account is what is funded by the draw downs from the original account based on the Cash Flows submitted weekly or monthly by us in Production.

However, there is no rule that says it has to happen that way if there is a valid reason and there are no additional costs involved outside normal banking costs. I've had multiple experiences where, at the same time the Film's local LLC is set for the rebate application, a local bank is chosen as the recipient of the rebate and that becomes the operating Bank while the film is filming on location.

Considering all we are trying to do with the City this seems like a very smart move and I am happy to advocate for this on Hope's Wish. I'm glad you brought this up to me as early as you have. I'll have this in mind when the discussion starts with the different parties, which will be shortly because it should go hand in hand when we start the rebate app - which should be in the very near future now that we have the new draft.

Why don't you do an email introduction with me and your bank person so at least I'll have info written down and the plan set-up on paper for when this comes up.

I'm sure after all the time you both have put in the film you probably have more things like this you'd like discuss. Please know that I'm always open, and happy to be a sounding board to ideas likes these - or anything else you guys think would helpful for the film.

Wishing you both a Blessed Sunday!

Best,

Billy B

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> On Jun 4, 2017, at 8:30 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:
>
> Billy, I wanted to ask you a question and I purposely didn't not copy Val or Steve on this. We have a great relationship with Yadkin Bank through our foundation. Yadkin merged with First National Bank in March, which is headquartered out of western Pennsylvania. I recently attended a golf outing and got to know some of the execs there. I told them about the movie in general terms and the were very interested in getting involved in the banking side of the production, if you feel they would be a good fit. Since I am not sure how the banking effort would work, before we got too far down the road, figured I would bounce this off you.
> Let me know how to proceed!
> Thanks!!!
>
> Stuart Stout
> 704-578-0802

Liz Veres

From: David Alpern <DAlpern@JoeGibbsRacing.com>
Sent: Thursday, June 8, 2017 4:25 PM
To: Stuart Stout
Cc: 'Mike Lee'; 'Val Hill'; 'Steven Wegner'; 'Jonah Hirsch'; 'Billy Badalato'
Subject: RE: Hope's Wish

Hi Stuart
This all sounds awesome! I would love to get with Denny about doing this. We look forward to discussing ways we can get involved and would be honored to play a small part in this wonderful story.

For the record, my assistant Amy just read the script and I walked in on her crying so I guess I have that to look forward to when I read through it myself!

Hope to see you soon.

Dave Alpern
President
Joe Gibbs Racing
704-944-5033

From: Stuart Stout [mailto:stuart@mfwhproductions.com]
Sent: Thursday, June 8, 2017 9:14 AM
To: David Alpern <DAlpern@JoeGibbsRacing.com>
Cc: 'Mike Lee' <mike.lee@independenceconsulting.com>; 'Val Hill' <vhill@1614ent.com>; 'Steven Wegner' <swegner@alconent.com>; 'Jonah Hirsch' <jmhirsch@mac.com>; 'Billy Badalato' <billybadalato@me.com>
Subject: Hope's Wish

David, I trust you and your family are doing well and congratulations to the JGR Team for a good start to the season.

First off, we appreciate the support Coach Gibbs, you and the rest of JGR have given the *Hope's Wish* team...quite a lot has happened since we met back in February. The big news is Alcon Entertainment is financing the movie and is spearheading the production now. In April, they brought in Charles Martin Smith to direct *Hope's Wish*. Charles directed *Dolphin Tale 1 & 2, Air Bud* and was an actor appearing in *American Graffiti, The Untouchables* and has done a lot of work in TV as well. Charles visited our home last month, met Shelby and spent quite a bit of time revising the existing script. Because of the support JGR has given us, we wanted you and Coach to see the latest revision, which will be the version that will be presented to the acting talent we are pursuing.

On page 96, there is a specific scene involving Denny Hamlin and JGR and of course, we would like your input on that and any aspect of the script...and since we are planning to shoot the movie here in the fall, there is a lot of work to do before then. The Panthers have been very gracious to give us incredible access to Bank of America and team facilities and the NFL is also solidly behind the effort.

I have copied Val, Steve and Jonah on this correspondence, all of whom you have met, and also Billy Badalato, who is the line producer for *Hope's Wish*. Billy, Jonah and I are working on getting some businesses and governmental relationships in the Charlotte area to help with the "on the ground" production effort here in the area. We can discuss this in more detail when you have a few because we think JGR can help with this. And of course, Mike Lee is involved in that effort as well.

If you have any questions or comments, feel free to email any of the team...look forward to seeing you again very soon!

Regards,

Stuart Stout
MFWH Productions
3116 Weddington Road
Suite 900-133
Matthews, NC 28105
stuart@mfwhproductions.com
704-578-0802

Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Wednesday, January 31, 2018 12:41 PM
To: Stuart Stout
Cc: jmhirsch@me.com
Subject: Re: Hampton Inn Phillips Place

Hi Stuart and Jonah!

Great to hear from you.

We are in high gear here turning up the dial. I would love to get his contact info from you Stuart and I'll follow up, or my Prod. Spv. Robb Earnest, and we'll can make the initial call and follow up.

I anticipate that I'll be coming with a small group for a combination of location scouting and meetings at the end of next week and/or the beginning of the following week - one of the things we'd do is the meeting with HI at the same time we're looking at the other housing options, which is one of the main reasons of next week's trip.

We'll keep everyone updated throughout the week!
Billy B

On Jan 31, 2018, at 9:31 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:

Billy just left a luncheon at the HI in Phillips Place. They've just remodeled the entire hotel and it is fantastic. Furthermore Marcel Hebert the GM is very anxious to work with us on lodging for the cast/crew. I will be glad to give you his contact info if interested.

See ya soon!

Stuart Stout
704-578-0802

Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Wednesday, February 7, 2018 9:06 PM
To: Stuart Stout
Cc: Steve Wegner; Jonah Hirsch
Subject: Re: Monday, February 12

Hey Stuart!

Thank you, yes. I am making a very quick round trip to make the deal with the Waltrip folks for their place in Cornelius for the Stage and Office. It will be me and Robb, our Production Supervisor, but we flying late tomorrow night and out Saturday and sadly won't be there on Monday.

I would have really liked to have attended the meeting, met everyone, ate great pizza - again! and discuss the scope of what we are doing to answer the publicity and all questions to celebrate Hope and our film. I will be back at the end of next week but again it's a two day trip, then we all migrate to location the week of the Presidents Day Holiday. So anytime after that we can schedule a time for us to meet with you and the Board, it would be a my true pleasure to assist you, Shelby and the charity in any and every way our movie can.

I'll call you when I'm in town on Friday/ Saturday and let's try to meet up if our schedules allow!

Sincerely,
Billy

On Feb 7, 2018, at 10:56 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:

Billy, was talking to Jonah this morning and he mentioned you were coming to Charlotte Friday to ramp up the production effort...the March Forth With Hope Foundation is having our 1st quarter board meeting on Monday, February 12 at 6:30 at Mario's Pizza. If memory serves me correctly, we ate there back in May right before you left for the airport. Given that *Hope's Wish* is now officially green lit, this is an important meeting for our strategic planning for 2018 and obviously we want to be prepared for the publicity the movie will provide to the March Forth With Hope Foundation. If you have some time in your schedule, we would love to have you could stop by and talk about the scope of the production, what the production will look like and allow the board ask some questions etc. Yes, a great pizza meal is in the bargain too!

Let me know if that will work into your schedule...and Steve if you are coming to town you are welcome also! The address is 2945 Matthews Weddington Rd, Matthews, NC 28104

Thanks guys...look forward to seeing you both soon.

Stuart Stout
MFWH Productions

3116 Weddington Road
Suite 900-133
Matthews, NC 28105
stuart@mfwhproductions.com
704-578-0802

Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Tuesday, February 13, 2018 5:01 PM
To: Stuart Stout
Cc: Robb Earnest; Ellen Pfirrmann; Jonah Hirsch
Subject: Scouting at our house on Thursday??

Greetings Stuart!!

Laurie and Dan Clancy, our Production Designer, and our location Manager Ellen (who is copied on this email) would like to come to your place and see the sue and meet with you all on Thursday of this week, ideally around 11am if at all possible. She and I are working on Laurie's schedule which is super tight because Laurie is coming in only for 24 hours so we understand if that can't work and we can try to visit on our next trip in 2 weeks.

We wanted to invite you and Shelby to Dinner with myself, Steve and Laurie - and our scouting crew for dinner on Thursday night, very informal, just to welcome everyone, break some bread and celebrate Hope. We are still setting up the time and place so I will get back with you - hope you guys can make it!!!

Thank you,
Billy B

Liz Veres

From: Billy Badalato <billybadalato@me.com>
Sent: Wednesday, February 14, 2018 1:50 PM
To: Stuart Stout
Cc: Ellen Pfirrmann; Shelby Stout; Robb Earnest; Jonah Hirsch; Steve Wegner; Val Hill; Alicia Elliott
Subject: Re: Scouting at our house on Thursday!

Hey Stuart,

For Thursday, it will be Dan, Laurie and Ellen I believe coming to visit you, Ellen will confirm, then it's that evening we're hosting you guys for dinner this time!! I'll be in meetings during the day, sort of a divide and conquer thing, while Laurie and Dan and Ellen visit with you, I look forward to seeing you, Shelby and Mike that night.

- Ellen, let me know when you've spoken to Stuart and confirmed this time tomorrow.

Best,
Billy B

On Feb 14, 2018, at 8:53 AM, Stuart Stout <stuart@mfwhproductions.com> wrote:

Billy, we are looking forward to seeing everyone Thursday...can you give me a list of who is coming to our house and dinner? Would help us a lot...

Ellen, call my cell at 704-578-0802!

Thanks!

SS

From: Billy Badalato [mailto:billybadalato@me.com]
Sent: Tuesday, February 13, 2018 11:29 PM
To: Stuart Stout <stuart@mfwhproductions.com>; Ellen Pfirrmann <eplocations@gmail.com>; Shelby Stout <shelby@marchforthwithhope.com>
Cc: Robb Earnest <robb.earnest@gmail.com>; Jonah Hirsch <jmhirsch@me.com>; Steve Wegner <SWegner@alconent.com>; Val Hill <vhill@1614ent.com>; Alicia Elliott <aliciaelliott12@gmail.com>
Subject: Scouting at our house on Thursday!

- Evening Stuart,
Thanks for getting back to me. I know the group would love to come by regardless of the kitchen on Thursday. And we look forward to seeing Mike on Thursday night as well, I'll let our Team know we're adding one. I very appreciate your flexibility with the visit, thank you and thank you, Shelby.

See you on Thursday night,
Thank you Stuart.

- Evening Ellen,
It is my pleasure to introduce to you Stuart and his wife Shelby. Could you please follow up with him in the morning to finalize the arrangements for your Thursday visiting schedule with Laurie.

Thank you, Ellen.

Please let me know if there is anything else I can help with.

Best,
Billy B
(818) 631-5293

Liz Veres

From: Daniel Clancy <danclancy1@mac.com>
Sent: Tuesday, February 27, 2018 10:11 PM
To: Stuart Stout
Cc: Wegner, Steve
Subject: Re: Make-A-Wish Charlotte

Thank you so much really appreciate it.

Best

Dan

Sent from my iPhone

On Feb 27, 2018, at 10:03 PM, Stuart Stout <stuart@mfwhproductions.com> wrote:

> Certainly!
>
> Contact is Amy Brindley. She's the chapter CEO.
>
> abrindley@nc.wish.org
>
> (704) 339-0334, ext. 227
>
> Let me know if I can help!
>
> Stuart Stout
> 704-578-0802
>
> On Feb 27, 2018, at 9:47 PM, Wegner, Steve <SWegner@alconent.com> wrote:
>
> > Stuart,
> >
> > Can you direct our production designer, Dan Clancy, to who he should talk to at MAW Charlotte, so they can scout and do research.
> >
> > Thank you!
> > Steve

From: Val Hill <vhill@1614ent.com>
Date: March 11, 2018 at 6:50:42 PM EDT
To: Stuart Stout <stuart@mfwhproductions.com>, Jonah Hirsch <jmhirsch@mac.com>, "Wegner, Steve" <SWegner@alconent.com>
Subject: Update

Hey guys wanted to update you. There was an unexpected resignation from our production accountant this week and this became part of a perfect storm with a bank error which triggered a payroll issue and a guild issue. All of this is being resolved. Funding is fully back in line. New accountant is in the chair again. Payroll is back and crew will be back in first thing Wed, the latest. Director, DP and art department are back in the saddle this evening. All is well with the production. This hic-up exposed a few soft spots that we were able to identify and rectify...so that was a blessing in disguise.

As far casting...we are out to Vera Farmiga and Luke Wilson. We read Gronk for Kevin on Friday and are reviewing his tape. Reaching out to Kathy Bates for the role of the nurse etc... Cress Williams as Wendell.

Things are coming together. It's been a very full work week, but I wanted to shoot you an update. We will most likely be back in NC this week and next.

Thanks again for getting the option doc out to us.

Have a great rest of your Sunday.

Val T. Hill
CEO/President
16:14 Entertainment, Inc.
vhill@1614ent.com
Main: 424.341.4106
Direct: 626.627.3253
www.1614ent.com

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Liz Veres

From: Hope's Wish <notification@distro.scenechronize.com>
Sent: Monday, March 19, 2018 6:42 PM
To: Stuart Stout
Subject: HOPE"S WISH SCHEDULE CHANGE
Attachments: Memo_Schedule Change.pdf

Please find attached memo regarding changes to the Production Schedule

Thanks.

Sent from Scenechronize

PLAINTIFF'S EXHIBIT 14

HOPE'S WISH

TO: ALL CREW
FROM: PRODUCTION
DATE: MARCH 19TH, 2018
RE: SCHEDULE CHANGE

All Crew –

Please be advised we have decided to push our start date by two (2) weeks. Principal photography will now commence on or about April 23rd.

A new one line schedule is being finalized and will be distributed to the crew as soon as it is available.

If you have any questions, please contact Production, 704.438.9342.

We appreciate your patience.

Your Production Team

Wish to Give Production, LLC
20310 Chartwell Center Drive
Cornelius, NC 28031
704.438.9342

Liz Veres

From: Hope's Wish <notification@distro.scenechronize.com>
Sent: Wednesday, March 21, 2018 10:03 AM
To: Stuart Stout
Subject: HOPE"S WISH WORKWEEK SHIFT 3.21.18

To all Hope's Wish Production Crew:

Due to Panther Stadium and Cast availability, we are anticipating a shift into a Wednesday thru Sunday workweek, which will last the duration of our shoot. Our anticipated 1st day of filming is Wednesday, April 25th. The workweek shift will occur in prep by taking Monday, April 16th and Tuesday, April 17th off.

Thanks!

Sent from Scenechronize

Liz Veres

From: Hope's Wish <notification@distro.scenechronize.com>
Sent: Monday, April 9, 2018 7:01 PM
To: Stuart Stout
Subject: Hope's Wish_Production Wrap_04.09.2018
Attachments: Wrap Memo.pdf

Please find attached Memo regarding Production Wrap.

Thanks,

Production

Sent from Scenechronize

PLAINTIFF'S EXHIBIT 16
tabbies

HOPE'S WISH

TO: ALL CREW
FROM: PRODUCTION
DATE: APRIL 9, 2018
RE: WRAP

To All Crew:

Unfortunately we have not been able to secure additional funding for Hope's Wish. As such, we will begin to wrap out the Production. Please consult with David Greathouse and Todd King as to your departmental needs.

Please be sure to return all assets to Production. Please close out your Petty Cash or Cashet cards. Please fully clean out department work spaces. Remove everything from the walls and your desks. All unused office supplies should be returned to Production.

Fortunately we have funds on deposit with our Payroll Company and do not anticipate any issues in getting crew members paid on time.

It's heartbreaking asking these things of you all. Hopefully we will have the opportunity to work together again under better circumstances.

Thank you.

Production

Wish to Give Production, LLC
20310 Chartwell Center Drive
Cornelius, NC 28031
704.438.9342

Liz Veres

From: Jonah Hirsch <jmhirsch@mac.com>
Sent: Wednesday, August 3, 2016 3:25 PM
To: stuart@mfwhproductions.com; alex@fixedpointfilms.com
Subject: Fwd: HW typos
Attachments: HW08-02-16Sc#&list.pdf; Untitled attachment 00892.htm

FYI - notes from Wegner.

Begin forwarded message:

> **From:** "Wegner, Steve" <SWegner@alconent.com>
> **Date:** August 3, 2016 at 11:41:55 AM PDT
> **To:** Charlie Stratton <cstratton@me.com>
> **Cc:** Jonah Hirsch <jmhirsch@mac.com>
> **Subject: HW typos**
>
> A couple of tweaks/typos and one very small creative note.
>
> Notes in script and itemized below.
>
> spw
>
> See file attached to this message
>
> File: HW08-02-16Sc#&list.pdf
>
> Annotation summary:
>
> --- Page 41 ---
>
> Highlight (yellow), Aug 3, 2016, 11:38 AM:
> Amanda
>
> Text (blue), Aug 3, 2016, 11:38 AM:
> CAPS
>
> --- Page 45 ---
>
> Highlight (yellow), Aug 3, 2016, 11:38 AM:
> Amanda leans over and kisses Hope. The princess and the hula dancer put their arms around her.
>
> Text (blue), Aug 3, 2016, 11:38 AM:
> I think this scene she be played more a matter-a-fact. For example, after her hair drops on the table. Off their reaction, Hope smiles at Amanda and the other girl to keep the mood light. They smile back.
>
> Drawing (red), Aug 3, 2016, 11:38 AM

tabbies PLAINTIFF'S EXHIBIT 17

Text (blue), Aug 3, 2016, 11:38 AM:
We are coming off a scene just a few moments earlier where the entire family hugs. We are a bit overloaded on hugs.

--- Page 47 ---

Highlight (yellow), Aug 3, 2016, 11:38 AM:
Yep. How a re you feeling?

Text (blue), Aug 3, 2016, 11:38 AM:
Typo

--- Page 62 ---

Text (blue), Aug 3, 2016, 11:38 AM:
We need to intro and describe WENDELL. Probably late 30's.

--- Page 63 ---

Highlight (yellow), Aug 3, 2016, 11:38 AM:
BOARD CHAIRMAN

Highlight (yellow), Aug 3, 2016, 11:38 AM:
BOARD CHAIRMAN

Highlight (yellow), Aug 3, 2016, 11:38 AM:
BOARD CHAIRMAN

Text (blue), Aug 3, 2016, 11:38 AM:
Wendell

Text (blue), Aug 3, 2016, 11:38 AM:
Wendell

Text (blue), Aug 3, 2016, 11:38 AM:
Wendell

--- Page 109 ---

Highlight (yellow), Aug 3, 2016, 11:38 AM:
hope

Highlight (yellow), Aug 3, 2016, 11:38 AM:
north

Highlight (yellow), Aug 3, 2016, 11:38 AM:
carolina

Text (blue), Aug 3, 2016, 11:38 AM:
North Carolina

Text (blue), Aug 3, 2016, 11:38 AM:
Hope

Text (blue), Aug 3, 2016, 11:38 AM:
Caps

(report generated by GoodReader)

From:	Jonah Hirsch
Sent:	Thursday, August 4, 2016 6:49 PM EDT
To:	Stuart Stout; alex@fixedpointfilms.com
Subject:	Fwd: John Cena/Hope's Wish
Attachments:	Image002.jpg, Untitled attachment 00068.htm, HW08.02.16.pdf, Untitled attachment 00071.htm, Make-A-Wish Letter March 16.pdf, Untitled attachment 00074.htm, HW Book cover.jpg, Untitled attachment 00077.htm

The horse has left the barn!

Note - I spoke to Steve ahead and he ran the letter by me. We didn't include your name in the as we didn't want to make it seem like the family is in charge. That being said, your name is prominently on the MAW letter so he'll know about you. It's a process, first small step...

Begin forwarded message:

From: "Wegner, Steve" <SWegner@alconent.com>
Date: August 4, 2016 at 3:30:42 PM PDT
To: "Dan Baime (dbaime@icmpartners.com)" <dbaime@icmpartners.com>
Cc: "Jonah Hirsch (jmhirsch@mac.com)" <jmhirsch@mac.com>
Subject: John Cena/Hope's Wish

Dear Dan,

Per our conversation, I've attached the brand new draft of the screenplay HOPE'S WISH written by Diana Ossana (Oscar winner for BROKEBACK MOUNTAIN) with revisions by Charlie Stratton. It is adapted from the non-fiction book of the same name by Stuart and Shelby Stout.

This is the remarkable and inspirational true story of Hope Stout, a 12 year-old girl whose one simple wish forever changed the lives of 155 other children and everyone else around her.

We would be honored for John Cena to consider the role of "Kevin Donnalley", an offensive lineman for the NFL's Carolina Panthers who befriended Hope during her time of need and was crucial in helping make Hope's wish come true.

Stratton is attached to direct. He most recently directed IN SECRET with Oscar Isaac, Elizabeth Olsen and Jessica Lange.

I am producing with Jonah Hirsch. Larry McMurtry will Executive Produce.

As with my previous films based on inspirational true stories, such as THE BLIND SIDE and DOLPHIN TALE, we envision this as mainstream family entertainment with a four-quad demographic. In addition, this is also the only film project that has the full support of Make-A-Wish America. A letter of endorsement from CEO David Williams is attached as well.

We look forward to your thoughts. Please confirm that you received this email.

Warm Regards,
Steve

steven p. wegner
spw productions
10390 santa monica blvd. suite 250
los angeles ca 90025
310.789.3053
swegner@alconent.com

From:	Jonah Hirsch
Sent:	Friday, August 12, 2016 12:56 PM EDT
To:	Stuart Stout; Alex Allen
Subject:	Fwd: Hope's Wish/Emma Stone
Attachments:	image003.jpg, Untitled attachment 00105.htm, HW08.02.16.pdf, Untitled attachment 00108.htm, Make-A-Wish Letter March 16.pdf, Untitled attachment 00112.htm

Begin forwarded message:

From: "Wegner, Steve" <SWegner@alconent.com>
Date: August 11, 2016 5:51:21 PM PDT
To: "Doug Wald - Anonymous Content (dwald@anonymouscontent.com)" <dwald@anonymouscontent.com>
Cc: "Jonah Hirsch (jmhirsch@mac.com)" <jmhirsch@mac.com>
Subject: Hope's Wish/Emma Stone

Dear Doug,

Per our conversation, I've attached the brand new draft of the screenplay HOPE'S WISH written by Diana Ossana (Oscar winner for BROKEBACK MOUNTAIN) with the latest revisions by Charlie Stratton. It is adapted from the non-fiction book of the same name by Stuart and Shelby Stout.

This is the remarkable and inspirational true story of Hope Stout, a 12 year-old girl whose one simple wish forever changed the lives of 155 other children and everyone else around her.

We would be honored for Emma Stone to consider the role of "Amy Laws", the dedicated and relentless Make-A-Wish executive who defied the odds to make Hope's wish come true.

Stratton is attached to direct. He most recently directed IN SECRET with Oscar Isaac, Elizabeth Olsen and Jessica Lange.

I am producing with Jonah Hirsch. Larry McMurtry will Executive Produce.

As with my previous films based on inspirational true stories, such as THE BLIND SIDE and DOLPHIN TALE, we envision this as mainstream family entertainment with a four-quad demographic. In addition, this is also the only film project that has the full support of Make-A-Wish America.

We look forward to your thoughts. Please confirm that you received this email.

Best Regards,
Steve

steven p. wegner
spw productions
10390 santa monica blvd. suite 250
los angeles ca 90025
310.789.3053
swegner@alconent.com

From:	Jonah Hirsch
Sent:	Thursday, October 20, 2016 9:38 PM EDT
To:	Stuart Stout
CC:	Alex Allen
Subject:	Alcon

latest form Wegner - slowly making progress....

Begin forwarded message:

From: "Wegner, Steve" <SWegner@alconent.com>
Date: October 20, 2016 5:01:16 PM PDT
To: 'Jonah Hirsch' <jmhirsch@mac.com>
Subject: RE: just checking in

Both the head of production and the head of marketing of Alcon are fans of the script and discussed it at the production/marketing meeting today. I'm sitting down soon with head marketing exec (who used to have a deal at Disney -- different regime however) to discuss further. Still waiting on feedback from COO, who is traveling.

Making some in-roads.

spw

From:	Jonah Hirsch
Sent:	Monday, December 5, 2016 5:13 PM EST
To:	Stuart Stout
Subject:	Fwd: meeting up

Begin forwarded message:

From: "Wegner, Steve" <SWegner@alconent.com>
Date: December 5, 2016 at 1:59:55 PM PST
To: Jonah Hirsch <jmhirsch@mac.com>
Subject: Re: meeting up

Hello!

Val really liked the meeting. He's definitely into the project. He has creative thoughts to discuss which I think are interesting and if we can pull them off will positively affect the story.

Val and I discussed possibly meeting Wed with you and Stuart. Waiting on his schedule.

We are good for lunch tomorrow. I'd love to meet NC guy. I'm free in the morning before lunch, but not after 3 pm.

I'd also love to meet David Williams.

spw

Sent from my iPad

On Dec 5, 2016, at 10:32 AM, Jonah Hirsch <jmhirsch@mac.com> wrote:

hey -

meant to email you earlier, but really did enjoy meeting Val - i really like his style and hopefully he came out of the meeting still vey much excited about the project. let me know if there is an opportunity to meet up with him again this week with Stuart - if not, no worries, don't want to push on him.

in terms of tomorrow - we still good for lunch? aside form catching up with Stuart, one of our NC "investor guy" flew out form NC as well and methinks it would be good for you to meet him. He is not eh money directly, but like Val, connected to the $$ - his buddy

funded a large portion of the development and can easily put in a couple million of equity. Thinking with could do Thai again anywhere convenient for you - maybe even swing by your office if you want to do the "dog and pony show". We have to be back by 2:30 PM, but morning and lunch wide open.

also, turns out David Williams (MAW President) is in town this week and Stuart is working on getting a meeting with everyone set up - will know more details later today.

Jonah

Liz Veres

From: Jonah Hirsch <jmhirsch@mac.com>
Sent: Wednesday, December 7, 2016 10:20 PM
To: Stuart Stout
Subject: Fwd: Hope's Wish

Latest from Wegner.

Begin forwarded message:

> **From:** "Wegner, Steve" <SWegner@alconent.com>
> **Date:** December 7, 2016 at 7:01:06 PM PST
> **To:** "Jonah Hirsch (jmhirsch@mac.com)" <jmhirsch@mac.com>
> **Subject: Hope's Wish**
>
> Jonah,
>
> It looks like Val will not be available tomorrow to meet before Stuart departs. He proposes that we meet at Alcon next week and have Stuart call in on the phone to discuss a game plan and get all our ducks in a row. A good day next week would be Tuesday.
>
> Val really enjoyed meeting this morning and is excited to get this going. He actually spoke with Broderick about it today (as a follow-up to my previous discussion with him) to put it back on his radar. Val and I plan to go back to Andrew and Broderick together with a formal plan and proposal when we are ready (much of this will be discussed and determined between us next week Tues) -- which would probably happen in January.
>
> spw

Liz Veres

From: David Alpern <DAlpern@JoeGibbsRacing.com>
Sent: Wednesday, February 22, 2017 5:44 PM
To: Jonah Hirsch
Cc: Stuart Stout; Mike Lee
Subject: Re: HOPE"S WISH follow up / script

Hi Jonah. It was a pleasure meeting you and the entire group. I immediately got the sense we were a part of something really special. I appreciate you doing this project and trust it will be a blessing to everyone involved.
I look forward to reading through the script. I will look to follow up with what specifics a JGR involvement will require so we can manage expectations on both sides. We hope we can be a great encouragement to you and a big part of the film.

Hoping we can get a JGR car into victory lane Sunday in the Great American Race!

All the best!

Dave Alpern
President
Joe Gibbs Racing
704-944-5033

On Feb 22, 2017, at 11:32 AM, Jonah Hirsch <jmhirsch@mac.com> wrote:

> Dave -
>
> Thank you very much for spending the time last week to meet up with Stuart, Mike, myself and the Alcon guys. We were all very encouraged by the meeting and look forward to continuing the conversation forward. I have to say, aside from the film project (which I'll get to below), for a kid who grew up outside of Washington, DC and watched the Redskins every Sunday meeting Coach was a real treat - thank you for arranging that! I meet famous actors all the time, but to meet an man of Coach's success and character was something I will remember for a very, very long time.
>
> Now, back to the film.. Attached is the latest draft of the script dated form August 2016 - for sure there will continue to be tweaks and cuts to the script, but I think this represents a very good foundation for the film we all want to make. As mentioned in our meeting, there are a couple scenes that take place out on a race track with a Nascar driver/car and we would absolutely love to have your teams' involvement in the film. Aside from being an an incredibly successful team, the values and mission that JGR stands for is exactly why Stuart, Mike and I have formed an inseparable bound over the years to

PLAINTIFF'S EXHIBIT 23

push Hope's story forward in the best possible manner. We are very excited to be just beginning our relationship with Alcon and given their connection to Fred Smith / FedEx, we couldn't imagine a better fit for everyone to be working together.

I also was very encouraged by what you said about Charlotte and how a movie like Hope's story could help course correct many of the negative things currently being bounced around about the country. Having lived in Charlotte for 8 years, I know first hand what a wonderful city it is and I believe a story like Hope's with involvement from the entire community could really help everyone else understand the generosity and kindness of the folks who live there.

Anyways, thanks again for your time and we'll be back in touch soon as things continue to progress on our end. And of course, on another personal note, I loved the tour of the facility and will absolutely meet up with you again in Fontana next month if that is still a possibility. Good luck next Sunday - now Stuart and I (I'm sure Mike was already there) have a team to root for!

Take care,

Jonah

<HW08.02.16.pdf>

Liz Veres

From: Jonah Hirsch <jmhirsch@mac.com>
Sent: Tuesday, March 14, 2017 3:19 PM
To: Val Hill_16:14 Ent; Wegner, Steve
Cc: Stuart Stout
Subject: Fwd: Hope's Wish

Hey guys -

Hope you had a nice weekend - now with the Gala behind us Stuart and I are ready for the big push in NC!

Along those lines, couple things..

1) See communication below from Riley. IfApril 6th/13th works lets confirm that date and get it on the books with the Panthers.

2) I met with Leonard (NFL rep) at the Gala and he's already briefly discussed our project with Tracey and there is definitely interest. As soon as we coordinate some dates on our end he'll work to set something up in NYC at NFL main office. Let me know what works for you guys.

3) Issac has a bunch of his investment partners coming to town early April and wants to know if we are available to meet up. I think perhaps we should try to combine a NYC/Charlotte trip in early April - i think meeting with the NFL and then heading down to Charlotte will certainly be a very good way to kick-off the investor meetings.

4) Mike Lee is finally getting back to his old self and after we finish the investor presentation (next draft will be your way tomorrow) he'll be ready to start those discussions. Again, perhaps we can combine this with Issac and do a big Charlotte investor trip.

I'm around all week if you guys want to chat about anything or meet up - i'm ready to rock and roll!

Jonah

Begin forwarded message:

From: "Fields, Riley" <Riley.Fields@PANTHERS.NFL.com>
Subject: Hope's Wish
Date: March 14, 2017 at 9:25:20 AM PDT
To: "Jonah Hirsch (jmhirsch@mac.com)" <jmhirsch@mac.com>

Jonah:
Are you, Val, Steven, et al available for a conference call on April 6 or April 13 to discuss filming timelines following the season, as well as other anticipated production needs related to filming at Bank of America Stadium?

It would be helpful on our end in terms of establishing expectations, plus putting together a location shooting agreement with facility fees, etc.

Key personnel from stadium operations would participate in the call. We have good flexibility any times during those days.

Glad to discuss if needed. Thank you!

Riley

Riley Fields
Director of Community Relations

Carolina Panthers
800 South Mint Street
Charlotte, NC 28202-1502
Tel: 704-358-7469
Riley.Fields@Panthers.NFL.com
Panthers.com | Facebook | Twitter

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From:	Jonah Hirsch
Sent:	Wednesday, July 5, 2017 9:24 PM EDT
To:	stuart@mfwhproductions.com
Subject:	Fwd: Calendar and Schedule
Attachments:	Hope's Wish Sched PRELIM 2 6-26.pdf, Untitled attachment 00438.html, Hope's Wish Production Cal Ver2 6-28.pdf, Untitled attachment 00441.html

Check it out - good sign moving towards production...

Begin forwarded message:

From: "Wegner, Steve" <SWegner@alconent.com>
Date: July 5, 2017 at 5:43:41 PM PDT
To: "Jonah Hirsch (jmhirsch@mac.com)" <jmhirsch@mac.com>
Subject: Calendar and Schedule

FYI

PLAINTIFF'S EXHIBIT 28

"Preliminary - NOT APPROVED"
Report changes to Production

Hope's Wish Production Calendar
July 2017

Version: 2.0 Date: 6-28-17
Script Ver: CMS Revision
Budget Ver: N/A

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	4	5	6	7	8
T minus 2 weeks before PREP	4th of July Holiday (Observed)				Script & Budget Review Meeting	HOPE'S WISH KEY DATES Prep Begins January 17th 2 Wks in LA 9 Wks on Loc Shooting Begins October 2nd 36 Days 8.4 Weeks Picture Wrap November 22nd Loc Office Wrap December 22nd Post Begins November 27th Los Angeles (24 Weeks + 1 week for Holiday Break) Post Ends June 11th, 2018
9	10	11	12	13	14	15
T minus 1 week before PREP	Finalize Budget / Schedule submission, green light and funding for the following weeks					
16	17 Jul-17	18	19	20	21	22
"Hope's Wish" Begin PREP PERIOD Prep Wk #1 (11 weeks out) Prep Location Los Angeles	Start: Casting Director, Location Scout (NC), Production Supervisor, Production Accountant, Prod Secretary, Prod's Asst Begin Casting		Travel to Charlotte for Stage walk through and contract (3 Days) Scout and secure LA temporary Production Offices Casting in LA			
23	24	25	26	27	28	29
Prep Wk #2 (10 weeks out) Prep Offices Los Angeles TEMP (1 of 5 weeks) Charlotte Offices and Stages	In Charlotte Start: POC, Location Scout In Charlotte - Local prep of Offices and stages - final walk through and contracts (1 of 1 Week) Casting in LA In Los Angeles Start: Production Designer, 1st AD					

"Preliminary - NOT APPROVED"
Report changes to Production

Hope's Wish Production Calendar
Aug 2017

Version: 2.0 Date: 6-28-17
Script Ver: CMS Revision
Budget Ver: N/A

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 JULY	31 JULY	1	2	3	4	5
Prep Wk #3 (9 weeks out) Prep Offices Los Angeles TEMP (2 of 5 weeks) Charlotte Offices and Stages	In Los Angeles Start: Art Director, Researcher, Draftsmen Casting In LA Charlotte Open Production Office *Grand Opening!* In Charlotte Start: Prod Asst, 2nd Asst Acct.					
6	7	8	9	10	11	12
Prep Wk #4 (8 weeks out) Prep Offices Los Angeles TEMP (3 of 5 weeks) Charlotte Offices and Stages	In Los Angeles Start: Wardrobe Designer Casting In LA In Charlotte Start: Construction Coord, Construction Foreman #1, Construction Foreman #2, Construction Toolman, Set Decorator Start Stage Rental Construction Shop set up (2wks) Stage Set up: 1 of 2 weeks - Mill and paint shop set up.					
13	14	15	16	17	18	19
Prep Wk #5 (7 weeks out) Prep Offices Los Angeles TEMP (4 of 5 weeks) Charlotte Offices and Stages	Casting In LA In Charlotte Start: Prop Master Possible - Director Location Scout Stage Set up: 2 of 2 weeks - Mill and paint shop set up.					
20	21	22	23	24	25	26
Prep Wk #6 (6 weeks out) Prep Offices Los Angeles TEMP (5 of 5 weeks) Charlotte Offices and Stages	Casting In LA In Charlotte Start: Set Decorator, Prop Master Possible - Director Location Scout				Close LA Offices	

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MFWH007572

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Report changes to Production

Hope's Wish Production Calendar
Sept 2017

Version: 2.0 Date: 6-28-17
Script Ver: CMS Revision
Budget Ver: N/A

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 AUG	28	29	30	31	1	2
Prep Wk #7 (5 weeks out) Charlotte	Start Build Construction 6 Weeks	Stage Build: Week # 1 of 6			Production Meeting Final Location(s) Review	
3	4	5	6	7	8	9
Prep Wk #8 (4 weeks out) Charlotte	Stage Build: Week # 2 of 6					
10	11	12	13	14	15	16
Prep Wk #9 (3 weeks out) Charlotte	Stage Build: Week # 3 of 6					
17	18	19	20	21	22	23
Prep Wk #10 (2 weeks out) Charlotte	Grip and Electric Compile package lists for bidding; Director Scout First 1/2 day on Int Stage Only	Key Scout w/ director - ALL Locations (3 Days)		Order Main Equipment Packages Cost and arrange shipping logistics	Production Meeting	
	Stage Build Week # 4 of 6					
24	25	26	27	28	29	30
Prep Wk #11 (1 week out) Charlotte	Order Main Equipment Packages Cost and arrange shipping logistics; Hire: Editor, Asst Editor	Final Production Meeting	Camera - Prep and Ship package (4 days); Grip and Electric - Prep and pull packages and truck to location (4 days)	Shoot and View Tests; Cast / Director Rehearsals on location - Hope		
	Stage Build Wk # 5 of 6					

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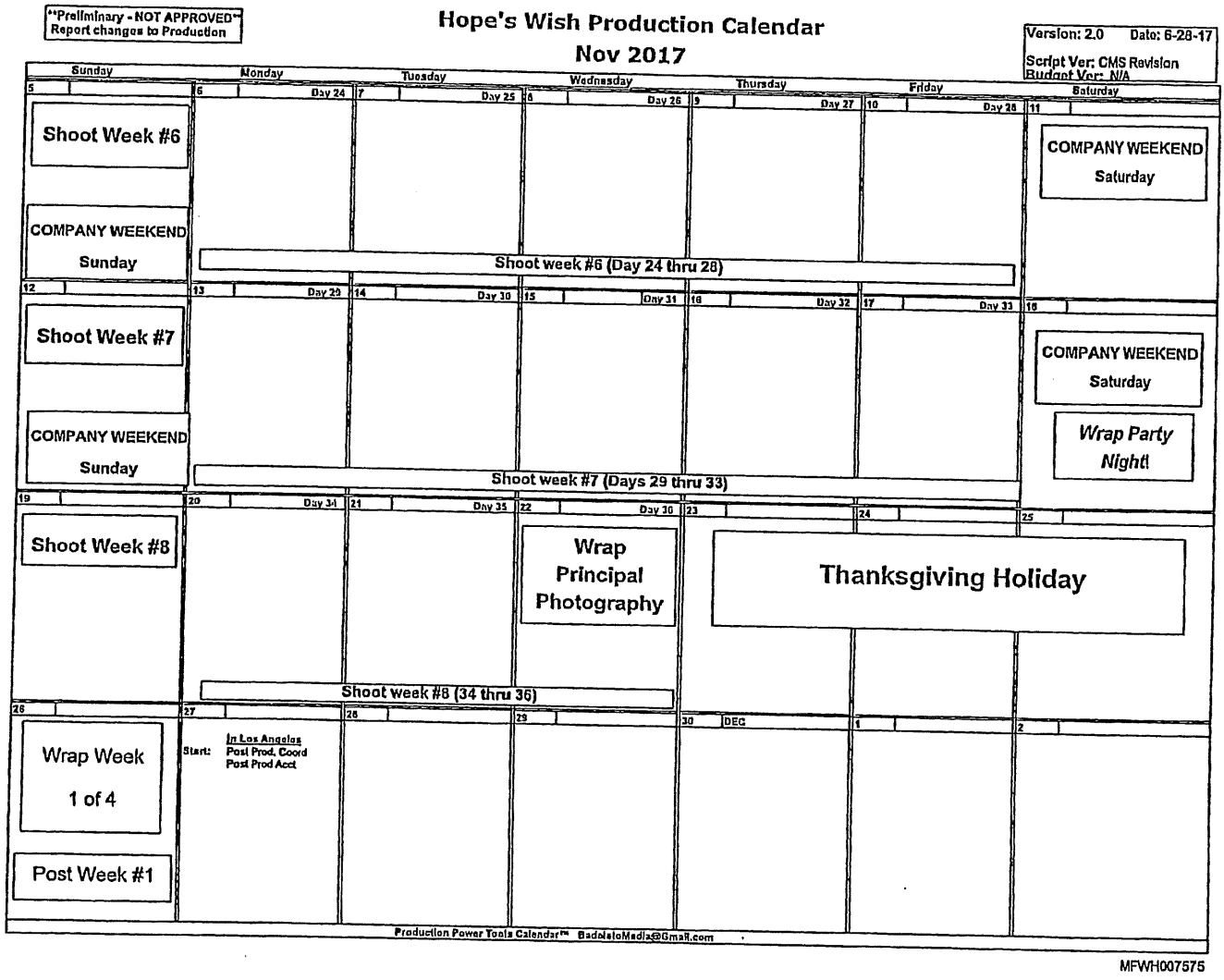
MFWH007573

Preliminary - NOT APPROVED
Report changes to Production

Hope's Wish Production Calendar
Oct 2017

Version: 2.0 Date: 6-28-17
Script Ver: CMS Revision
Budget Ver: N/A

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Shoot Week #1 — Shoot days Days 1, 2 and 3	2 Day 1 - BEGIN - Principal Photography Start Shoot week #1 (Days 1 thru 3) Stage Build Wk # 6 of 6	3 Day 2	4 Day 3	5 All COMPANY OFF Thursday - Friday DAYS OFF for TRANSISION to SUNDAY TO WEDNESDAY WORK WEEK	6	7 Day 4 ALL COMPANY Begin Sun thru Wed Work Week Start Shoot Week #2 Shoot Day 4 Stadium Shoot 1 of 4 days
8 Day 5 Shoot Week #2 Stadium Shoot 2 of 4 days Shoot week #2 (Days 5 thru 8)	9 Day 6	10 Day 7	11 Day 8	12 COMPANY WEEKEND Thursday - Friday	13	14 Day 9 Start Shoot Week #3 Shoot Day #9 Stadium Shoot 3 of 4 days
15 Day 10 Shoot Week #3 Stadium Shoot 4 of 4 days Shoot week #3 (Days 10 thru 13)	16 Day 11	17 Day 12	18 Day 13	19 COMPANY WEEKEND Thursday - Friday	20	21 COMPANY OFF Saturday DAYS OFF for TRANSISION TO MON - FRI WORK WEEK
22 Shoot Week #4 COMPANY OFF Sunday DAY OFF for TRANSISION TO MON - FRI WORK WEEK	23 Day 14 Shoot week #4 (Days 15 thru 18)	24 Day 15	25 Day 16	26 Day 17	27 Day 18	28 COMPANY WEEKEND Saturday
29 Shoot Week #5 COMPANY WEEKEND Sunday	30 Day 19 Shoot week #5 (Day 19 thru 23)	31 Day 20	1 NOV Day 21	2 Day 22	3 Day 23	4 COMPANY WEEKEND Saturday


Preliminary - NOT APPROVED
Report changes to Production
Hope's Wish Production Calendar
Nov 2017
Version: 2.0 Date: 6-28-17
Script Ver: CMS Revision
Budget Ver: N/A
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Shoot Week #6
COMPANY WEEKEND
Sunday
Day 24
Day 25
Day 26
Day 27
Day 28
COMPANY WEEKEND
Saturday
Shoot week #6 (Day 24 thru 28)
Shoot Week #7
COMPANY WEEKEND
Sunday
Day 29
Day 30
Day 31
Day 32
Day 33
COMPANY WEEKEND
Saturday
Wrap Party
Night!
Shoot week #7 (Days 29 thru 33)
Shoot Week #8
Day 34
Day 35
Day 36
Wrap
Principal
Photography
Thanksgiving Holiday
Shoot week #8 (34 thru 36)
Wrap Week
1 of 4
Post Week #1
Start:
In Los Angeles
Post Prod. Coord
Post Prod Acct
DEC
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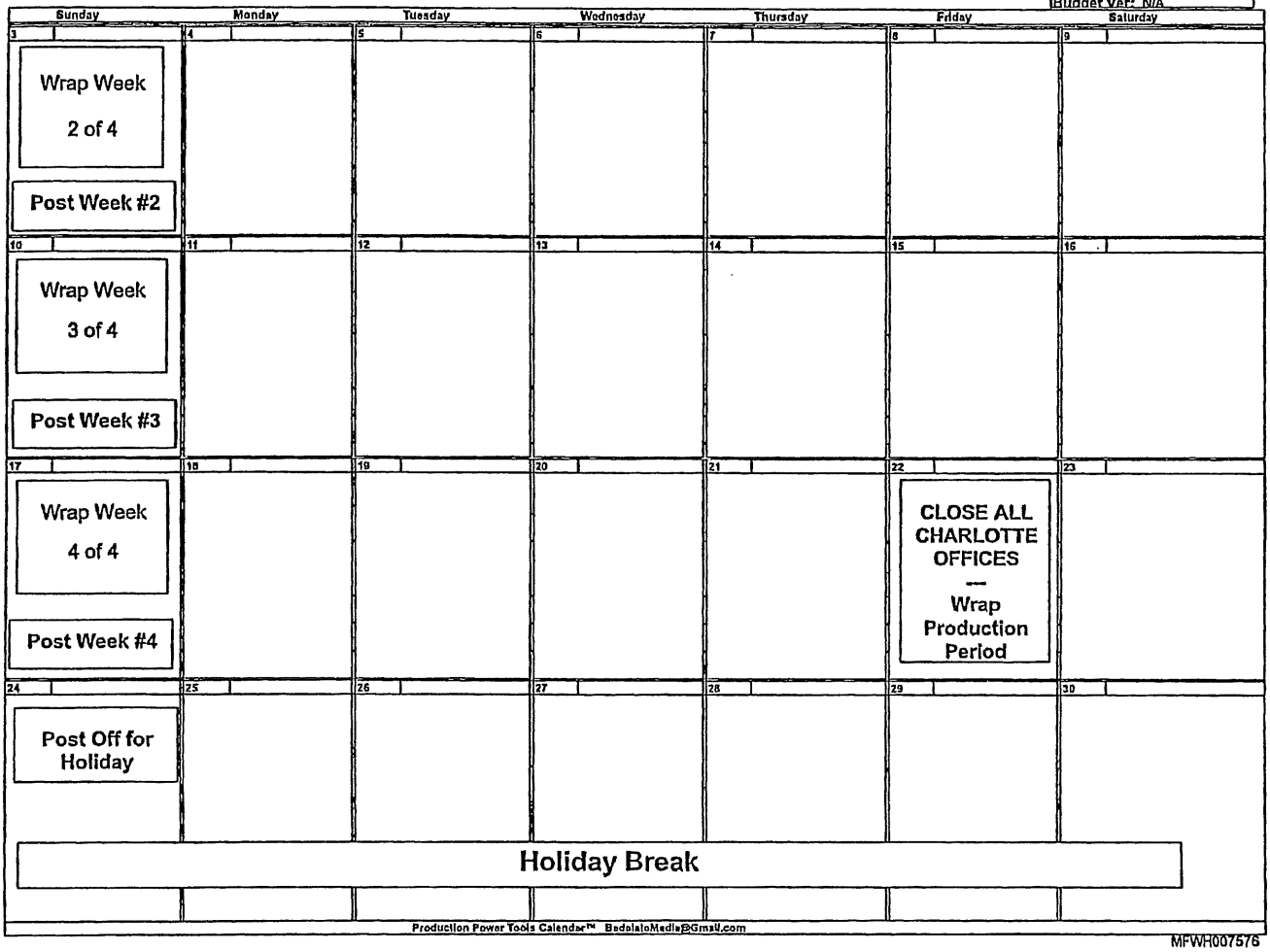
MFWH007575

Preliminary - NOT APPROVED
Report changes to Production

Hope's Wish Production Calendar
Dec 2017

Version: 2.0 Date: 6-28-17
Script Ver: CMS Revision
Budget Ver: N/A



CAST MEMBERS

1.Hope
2.Stuart
3.Shelby
4.Holly
5.Chloe
6.Austin
7.Kevin Donnalley
8.Emily
9.Kelli
10.Daphne
11.Ron
12.Carol
13.Jen
14.Wendell
15.Dr. McMahon
16.Courtney the nurse
17.Sick child (11yrs?)
18.Sophia (4yrs)
19.Neighboor boy
20.Neighboor mom
21.Gymnastic Advisor
22.Pete
23.Hotel Manager
24.CHS Nurse
25.Team Liaison
26.Devin's mom
27.Dale Earnheart Jr
28.Devin's dad
29.Devin (7yrs)
30.Mario's Pizza Guy
31.Jet Ski Dvr#1
32.Kid #2 (7yrs?)
33.Male Orderly
34.Girl (14yrs)
35.Eliziabeth
36.12 Xmas Carolers
37.Female Board Member
38.Neighboor dad
39.Basketball Choreographer
40.Sick child (12yrs)
41.Shcool Photograpgher
42.Sports Anchor
43.Barista
44.Dr. Lee
45.Security Guard
46.Kieth Larson
47.Biopsy Surgeon
48.Wheelchair nurse
49.Sophia (5yrs)
50.Business man
51.New child (4yrs)
52.Kid #1 (5yrs?)
53.Cheer Coach
54.Kid #3 (12yrs?)
55.MJ
56.Sick boy (8yrs)
57.Techreation Area
58.Danny Hamlin
59.Kevin Donnalley TBD
60.Ice Cream lady
61.Sick boy (4yrs)
90.Stunt Coord
91.Marine Coordinator
1x.Hope DBL
4x.Holly DBL
92.12 Panther DBLS
93.12 Jaguars DBLS
94.12 Titans DBLS

Hope's Wish

Shooting Schedule for Charlotte NC

36 Shooting Days (6.8 wks)

HW WIP Schedule 6-26 Mon msd

Principal Photography Starts: Tue Oct 3th, 2017

Week #0 to #1 - Tuesday and Wednesday

Int and Ext of M.A.W.

M.A.W.

Sc# 12	3/8 pgs	EXT Day	M.A.W. - PARKING LOT - I/E CHLOE'S CAR		5	
Shee 14	Loc: tbd - EXT M.A.W.		Chloe's car pulls up to park and checks her make up			BG:0
Sc# 12a	2/8 pgs	EXT Day	M.A.W. - PARKING LOT - I/E CHLOE'S CAR		5	
Shee 15	Loc: tbd - EXT M.A.W.		Chloe looking good gets out and proudly strides off			BG:0
Sc# 22	4/8 pgs	EXT Day	M.A.W. - MAIN AREA - VIEW OF PARKING LOT		5, 9, 10	
Shee 25	Loc: tbd - EXT M.A.W.		Keli shows Chole that Daphine is just sitting in her car and not getting out			BG:0
Sc# 23	1 6/8 pgs	EXT Day	M.A.W. - PARKING LOT - I/E DAPHNE'S CAR		5, 10	
Shee 26	Loc: tbd - EXT M.A.W.		Chloe consoles and attempts to movtivate Daphine who's been crying			BG:0
Sc# 106	1/8 pgs	EXT Day	M.A.W. - PARKING LOT - I/E CHLOE'S CAR		5	
Shee 122	Loc: tbd - EXT M.A.W.		Chole arrives to work w/ coffee in hand			BG:0
Sc# 99	5/8 pgs	EXT Day	M.A.W. - BACK PATIO		5, 10	
Shee 114	Loc: tbd - EXT M.A.W.		Chloe tells Daphne about her failure with Eddie Ridder's Wish			BG:0

End of Day 1 - Tuesday, October 3, 2017 - 3 5/8 pgs

Sc# 13	7/8 pgs	INT Day	M.A.W. - MAIN AREA		5, 9, 11, 12, 13	
Shee 16	Loc: tbd - INT M.A.W.		Chloe waves to Carol walking through to her office			BG:8
Sc# 14	1 3/8 pgs	INT Day	M.A.W. - CHOLE'S OFFICE		5	
Shee 17	Loc: tbd - INT M.A.W.		Chole's get an extra Wish Plane ticket - afterwhich volenteers cheer are heard in BG			BG:12
Sc# 15	1 3/8 pgs	INT Day	M.A.W. - MAIN AREA		5, 10	
Shee 18	Loc: tbd - EXT M.A.W.		Chloe reviews Devin's file with Daphine who's visably nervous about pulling off her 1st Wi			BG:0

End of Day 2 - Wednesday, October 4, 2017 - 3 5/8 pgs

Thursday - ALL COMPANY OFF

Friday - ALL COMPANY OFF

*****END WEEK #1*****

START - BOA STADIUM - Sat & Sun (Weekend 1 of 2)

Stadium Hrs: - Sat: 10am to Sun 10pm

Sc# 55	1/8 pgs	EXT Day	PANTHERS STADIUM - GUARD GATE		59
Shee 62	Loc: I/E BOA STADUDIM	An SUV drive thru the gate on game day			BG:2
Sc# 56	3/8 pgs	EXT Day	PANTHERS STADIUM - TEAM PARKING LOT		7
Shee 63	Loc: I/E BOA STADUDIM	Kevin get's out of his SUV, we hear sports radio about todays game			BG:10
Sc# 121	3/8 pgs	INT Day	PANTHERS STADIUM - WEIGHT ROOM		7
Shee 137	Loc: I/E BOA STADUDIM	Kevin works out and is movied listening to Hope on the radio			BG:4
Sc# 58	1 1/8 pgs	INT Day	PANTHERS STADIUM - LOCKER ROOM		7, 22
Shee 65	Loc: I/E BOA STADUDIM	Kevin talks to Pete as he readies himself for the game			BG:23
Sc# 61	2/8 pgs	INT Day	PANTHERS STADIUM - LOCKER ROOM		7
Shee 68	Loc: I/E BOA STADUDIM	Kevin puts on his braces and wraps for the game			BG:0
Sc# 69	3/8 pgs	INT Day	PANTHERS STADIUM - LOCKER ROOM		7, 22
Shee 79	Loc: I/E BOA STADUDIM	Kevin ask's Pete if he knows anyone taking Chemo			BG:0
Sc# 91a	6/8 pgs	INT Day	PANTHERS STADIUM - LOCKER ROOM		7, 22
Shee 106	Loc: I/E BOA STADUDIM	Kevin talks w/ Hope as Pete helps him "unwrap" post game			BG:0
Sc# 57	1/8 pgs	INT Day	PANTHERS STADIUM - TUNNEL by LOCKER ROOM		7
Shee 64	Loc: I/E BOA STADUDIM	Kevin triudges by on his way to the locker room			BG:3

End of Day 3 - Saturday, October 7, 2017 - 3 4/8 pgs

End of Day 4 - Sunday, October 8, 2017 - pgs

Sc# 21	2/8 pgs	INT Day	M.A.W. - CHOLE'S OFFICE		5, 9
Shee 24	Loc: tbd - INT M.A.W.	Keli asks Chloe to follow her to see something...			BG:2
Sc# 79	2/8 pgs	INT Day	M.A.W. - CHOLE'S OFFICE		5, 9
Shee 90	Loc: tbd - INT M.A.W.	Keli's hands Chloe McMahon's "rush wish" file of Hope's.			BG:0
Sc# 89	7/8 pgs	INT Day	M.A.W. - CARROL'S OFFICE		5, 12
Shee 102	Loc: tbd - INT M.A.W.	Carol tells Chole the board has to vote on Hope's Wish			BG:0
Sc# 103	2/8 pgs	INT Day	M.A.W. - MAIN AREA		
Shee 118	Loc: tbd - INT M.A.W.	M.A.W. offices are busy energized working on Hope's Wish			BG:10
Sc# 104	3/8 pgs	INT Day	M.A.W. - CHOLE'S OFFICE		5
Shee 119	Loc: tbd - INT M.A.W.	Chloe's on the phone calling for donations			BG:0

Sc# 104a	1/8 pgs	INT Day	M.A.W. - MAIN AREA		
Shee 120	Loc: tbd - INT M.A.W.	Various angles of M.A.W. staff on the phone			BG:12
Sc# 98	1 6/8 pgs	INT Day	M.A.W. - CONFERENCE ROOM		5, 9, 10, 11, 12, 13, 14, 37
Shee 113	Loc: tbd - INT M.A.W.	Chloe get's talked-down-to attempting to convience the Board to grant Hope's Wish			BG:12
End of Day 5 - Monday, October 9, 2017 - 3 7/8 pgs					
Sc# 108	3 4/8 pgs	EXT Day	M.A.W. - BACK PATIO	Minor(s)	1, 3, 5
Shee 124	Loc: tbd - EXT M.A.W.	The girls talk, Hope gives Chole her "Helpful List" of ideas			BG:0
End of Day 6 - Tuesday, October 10, 2017 - 3 4/8 pgs					
Sc# 86a	3/8 pgs	INT Night	M.A.W. - CHOLE'S OFFICE		5
Shee 99	Loc: tbd - INT M.A.W.	Chloe tries to engauge with Stuart over the phone			BG:0
Sc# 109	1 6/8 pgs	INT Night	M.A.W. - MAIN AREA (War room look)		5, 9, 10, 11, 12, 13, 30
Shee 125	Loc: tbd - INT M.A.W.	Surprise pizaa's arrive, Chole talk's Gala and needed publisity when Coast Observer calls			BG:0
Sc# 105	5/8 pgs	INT Night	M.A.W. - MAIN AREA		5, 9
Shee 121	Loc: tbd - INT M.A.W.	Chole worries about rasing all the money, Kell finds a new box of donor cards			BG:0
End of Day 7 - Wednesday, October 11, 2017 - 2 6/8 pgs					
Thursday - SHOOTING COMPANY OFF					
Friday - SHOOTING COMPANY OFF					
END WEEK #2					
COMPLETE - BOA STADIUM - Sat & Sun (Weekend 2 of 2)					
Stadium Hrs. - Sat. 10am to Sun. 10pm					
Sc# 64	4/8 pgs	INT Day	PANTHERS STADIUM - TMSQ / TUNNEL / FIELD		7
Shee 71	Loc: I/E BOA STADUDIM	Tracking Kevin and team runing through Times Sq. and out the tunnel to the field			BG:29
Sc# 66	4/8 pgs	INT Day	PANTHERS STADIUM - TIME SQ by ELEVATOR	Minor(s)	1, 2, 25, 45
Shee 76	Loc: I/E BOA STADUDIM	Hope is surprises that Stuart leads them to the field and not the exit			BG:0
Sc# 67	3/8 pgs	INT Day	PANTHERS STADIUM - TIME SQ and TUNNEL		7, 25
Shee 77	Loc: I/E BOA STADUDIM	Kevin is reminded by Liason that he is suppose to meet Hope			BG:3
Sc# 60	2/8 pgs	INT Day	PANTHERS STADIUM - HALL BY SKYBOX	Minor(s)	1, 2
Shee 67	Loc: I/E BOA STADUDIM	Stuart and Hope are ecorted to a sky box			BG:1
Sc# 62	3/8 pgs	INT Day	PANTHERS STADIUM - SKYBOX	Minor(s)	1, 2
Shee 69	Loc: I/E BOA STADUDIM	Hope slowly and painfully takes her seat , Stuart brings her a coke and fries			BG:0
Sc# 65b	1/8 pgs	INT Day	PANTHERS STADIUM - SKYBOX	Minor(s)	1, 2
Shee 189	Loc: I/E BOA STADUDIM	Stuart and Hope watch the game			BG:0

On Field

Sc# 65c	1/8 pgs	EXT Day	PANTHERS STADIUM - KEVIN ON JUMBOTRON		7
Shee 74	Loc: I/E BOA STADUDIM	Kevin appears on the JumboTron			BG:0
Sc# 68	2 6/8 pgs	EXT Day	PANTHERS STADIUM - TUNNEL and SIDELINES	Minor(s)	1, 2, 7
Shee 78	Loc: I/E BOA STADUDIM	Hope meets her Panther hero, Kevin Donnalley. Liason takes a photo of both			BG:0

B Camera Unit

Sc# 120	3/8 pgs	EXT Day	PANTHERS STADIUM - GROUNDS and STAFF		
Shee 136	Loc: I/E BOA STADUDIM	Stadium workers prepare for the day (Shoot real activites)			BG:0
Sc# 133	1/8 pgs	EXT Day	PANTHERS STADIUM - AUTUM TREES w/ COLOR		
Shee 151	Loc: I/E BOA STADUDIM	Est Autum at Staduim with colorful fall colors in the tress			BG:0
Sc# 133a	1/8 pgs	EXT Day	PANTHERS STADIUM - FRONT TURNSTILES		
Shee 152	Loc: I/E BOA STADUDIM	A large donation container Hope's photo Wish written on them			BG:75

End of Day 8 - Saturday, October 14, 2017 - 5 5/8 pgs.

End of Day 9 - Sunday, October 15, 2017 - pgs.

Complete Staudium

Sc# 107	1 pgs	INT Day	M.A.W. - MAIN AREA	Minor(s)	1, 3, 5, 9, 12
Shee 123	Loc: tbd - INT M.A.W.	Hope and Shelby startles Chloe and Carol by showing up at M.A.W.			BG:0
Sc# 126	3/8 pgs	INT Day	M.A.W. - MAIN AREA (War room look)		5, 9, 10, 11, 12, 13
Shee 142	Loc: tbd - INT M.A.W.	Phones are ringing off the hook from the publicity in the paper			BG:16
Sc# 127	1/8 pgs	INT Day	M.A.W. - MAIN AREA (War room look)		5, 9, 10, 11, 12, 13
Shee 144	Loc: tbd - INT M.A.W.	More people man the phones which are ringing off the hook			BG:16
Sc# 127a	1/8 pgs	INT Day	M.A.W. - MAIN AREA (War room look)		10
Shee 145	Loc: tbd - INT M.A.W.	Daphine works the walk-in desk where people have lined up ready to donate			BG:6
Sc# 127b	1/8 pgs	INT Day	M.A.W. - MAIN AREA (War room look)		12, 14
Shee 143	Loc: tbd - INT M.A.W.	Everyons excited to watch as Wendell and Carol log in all the checks			BG:12
Sc# 129	3/8 pgs	INT Day	M.A.W. - MAIN AREA (War room look)		9, 34, 50
Shee 147	Loc: tbd - INT M.A.W.	Shots of M.A.W. walk-in desk with people writing and handing in checks			BG:3
Sc# 138	1/8 pgs	INT Day	M.A.W. - MAIN AREA (War room look)		9, 11
Shee 157	Loc: tbd - INT M.A.W.	Ron and Keli hang decorations as the team man the phones			BG:16
Sc# 139	5/8 pgs	INT Day	M.A.W. - KITCHEN		5, 14
Shee 158	Loc: tbd - INT M.A.W.	Chloe pours some coffee when Wendell comes in appologies for resisting Hope's Wish			BG:0

Complete M.A.W.

End of Day 10 - Monday, October 16, 2017 - 2 7/8 pgs.

Company Base - Downtown

Sc# 114	1 pgs	INT	Day	STARBUCKS or LOCAL - COFFEE SHOP		5, 43
Shee 130	Loc: tbd - COFFEE SHOP	Barista tells Chole everyone knows about Hope now - costomers claps for her/Hope				BG:10
Sc# 119	2/8 pgs	INT	Day	DOWNTOWN CHARLOTE - OFFICE BUILDING		
Shee 135	Loc: DTN CHARLOTE	People on the way to work in Stuart's building				BG:25
Sc# 87	1 pgs	EXT	Day	DOWNTOWN CHARLOTE - OFFICE BUILDING		2, 5
Shee 100	Loc: DTN CHARLOTE	Chole convinces Stuart to let her come by to see Hope				BG:12

B Camera

Sc# 131	1/8 pgs	EXT	Day	CHARLOTTE - STREET - THANKSGIVING LOOK		
Shee 149	Loc: DTN CHARLOTE	Two young have set a "Hot Chocolate for Hope $20.00" stand and the line is full				BG:18
Sc# 152	1/8 pgs	EXT	Day	CHARLOTTE - STREET - SUBDUED		
Shee 173	Loc: DTN CHARLOTE	City of Charlotte seems subdued				BG:0

Mini move to suburbia

Sc# 100	2/8 pgs	EXT	Day	WENDELL'S HOUSE - FRONT DOOR		5, 14
Shee 115	Loc: tbd - WENDEL HM	Chole confronts Wendell to man-up and says he can Hope "no" if that what he wants				BG:0
Sc# 164	7/8 pgs	EXT	Day	SUBURBAN HOUSE		5, 18
Shee 184	Loc: tbd - SOPHIA's HM	Chole brings Sophia's grandparents to Sophia				BG:3

End of Day 11 - Tuesday, October 17, 2017 - 3 5/8 pgs

HIGH SCHOOL

Sc# 16	4/8 pgs	EXT	Day	WEDDINGTON MIDDLE SCHOOL - ATHLETIC FIELD	Minor(s)	1, 1x, 4, 21, 53, 90
Shee 19	Loc: HIGH SCHOOL	Hope nervously waits but does a great series of backflips and aces the try outs				BG:40
Sc# 134	4/8 pgs	EXT	Day	WEDDINGTON MIDDLE SCHOOL - FRONT LAWN	Minor(s)	1, 3, 41
Shee 153	Loc: HIGH SCHOOL	The high school cheerleaders place Hope in their yearbook picture				BG:20
Sc# 2	6/8 pgs	INT	Night	WEDDINGTON MIDDLE SCHOOL - GYM	Minor(s)	1, 2, 3, 4, 6, 8, 39
Shee 2	Loc: HIGH SCHOOL	Hope and Emily play in basketball game, Stuart's the coach				BG:134
Sc# 3	7/8 pgs	INT	Night	WEDDINGTON MIDDLE SCHOOL - GYM	Minor(s)	1, 2
Shee 3	Loc: HIGH SCHOOL	Hope convinces Stuart to let Emily be the starter				BG:0
Sc# 93	6/8 pgs	INT	Night	HOSPITAL ER - ADMITTING AREA	Minor(s)	1, 2, 4
Shee 108	Loc: tbd - ER ADMIND	Unconscious,Hope almost dies after she's carried in by Stuart and family				BG:12

End of Day 12 - Wednesday, October 18, 2017 - 3 3/8 pgs

Thursday - ALL COMPANY OFF

Friday - ALL COMPANY OFF

Saturday - ALL COMPANY OFF - turnaround to Mon - Fri week

Sunday - ALL COMPANY OFF - turnaround to Mon - Fri week

END WEEK #3

Begin Monday through Friday work week

Monday - Company Travels and Shoots Holden Beach (3hr travel)

HOLDEN ISLAND BEACH

Sc# 35	2/8 pgs	EXT Day	HOLDEN BEACH - ESTABLISH		31, 90
Shee 38	Loc: tbd - HOLDEN ISLA	Establish Holden Beach. Crowded with happy people swimming and jet skiing			BG:60
Sc# 36	1/8 pgs	EXT Day	HOLDEN ISLAND BRIDGE		
Shee 39	Loc: tbd - HOLDEN ISLA	Stouts SUV Drives over bridget revaling the beach			BG:6
Sc# 39	1 6/8 pgs	EXT Day	BEACH COTTAGE - FRONT DECK	Minor(s)	1, 2, 3, 8
Shee 42	Loc: tbd - HOLDEN ISLA	Hope argues with Shelby about going Jet Skiing			BG:0
Sc# 39a	2/8 pgs	EXT Day	BEACH COTTAGE - BEACH		4, 6
Shee 44	Loc: tbd - HOLDEN ISLA	Austin and Holly on the sand the Hope joins them			BG:0
Sc# 38	6/8 pgs	EXT	BEACH COTTAGE	Minor(s)	1, 2, 3, 4, 6, 8, 19, 20
Shee 41	Loc: tbd - HOLDEN ISLA	Hope drops her bag as she tries to way to the boy next door.			BG:0

End of Day 13 - Monday, October 23, 2017 - 3 1/8 pgs

COMPANY OVERNIGHT

Sc# 41	6/8 pgs	EXT Night	BEACH COTTAGE - BACK DECK by BEACH		2, 3
Shee 45	Loc: tbd - HOLDEN ISLA	Shelby and Stuart talk about Hope's future			BG:0
Sc# 44	3/8 pgs	EXT Day	HOLDEN BEACH - ROAD	Minor(s)	1, 2, 3, 4, 6, 8
Shee 48	Loc: tbd - HOLDEN ISLA	Stouts ride bikes, c/u on Hope on back not peddling with wind in her hair			BG:5
Sc# 42	3/8 pgs	EXT Day	HOLDEN BEACH - IC WATERWAY	Minor(s)	1, 2, 4, 6, 8, 90, 91
Shee 46	Loc: tbd - HOLDEN ISLA	Stuart and Austin pilot the family on Jet Skis			BG:1
Sc# 43	pgs	INT Day	HOLDEN BEACH - ELKS STORE	Minor(s)	1, 2, 3, 4, 6, 8
Shee 47	Loc: tbd - HOLDEN ISLA	The Stouts play with fun hats as Hope takes pictures			BG:7
Sc# 45	5/8 pgs	INT Day	HOLDEN BEACH - ICE CREAM STORE WND	Minor(s)	1, 2, 3, 4, 6, 8, 60
Shee 49	Loc: tbd - HOLDEN ISLA	Hope and Ice Cream Lady talk as the family gets ice crea			BG:6
Sc# 46	7/8 pgs	EXT Night	BEACH COTTAGE - ROOF	Minor(s)	1, 8
Shee 50	Loc: tbd - STG or Practic	Hope and Emily are on the roof as the fireworks start			BG:0
Sc# 46a	1/8 pgs	EXT Night	BEACH COTTAGE - NEIGHBOOR'S WINDOW / ROOM	Minor(s)	19, 20
Shee 51	Loc: tbd - HOLDEN ISLA	Hope's POV of the neighboors watching TV			BG:0

Sc# 47	1/8 pgs EXT Night HBEACH COTTAGE - FRONT DECK		2, 3, 4, 6	
Shee 53	Loc: tbd - HOLDEN ISLA	The family comes out to see the fireworks and look towards Hope and Emily on the roof		BG:0
Sc# 47a	2/8 pgs EXT Night BEACH COTTAGE - NEXT DOOR HOUSE		19, 20, 38	
Shee 54	Loc: tbd - HOLDEN ISLA	The neighboors come out to watch and the boy waves towards Hope		BG:0
Sc# 40	1/8 pgs INT Night BEACH COTTAGE - GIRLS BEDROOM	Minor(s)	1, 3, 8	
Shee 43	Loc: tbd - HOLDEN ISLA	Shelby watches Hope and Emily sleeping		BG:0

End of Day 14 - Tuesday, October 24, 2017 - 3 5/8 pgs

Wednesday - Company RTN's to Charlotte and Shoots (3hr travel)

Practical STOUT HOUSE Ext's

Sc# 77	6/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)	Minor(s)	1, 2, 3, 4, 6	
Shee 89	Loc: tbd - REAL HOUSE	Stuart packs up Austin for school, Shelby is leaving with Holly and Hope to the hospital		BG:0
Sc# 78	1/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)	Minor(s)	1, 2, 3, 4, 6	
Shee 91	Loc: tbd - REAL HOUSE	Stuart leaves and the girl's waves goodbye		BG:0
Sc# 86	5/8 pgs EXT Day STOUT HM - (PRACTICAL) - FONT		2	
Shee 98	Loc: tbd - REAL HOUSE	Stuart uncomfortably hangs up with Chloe		BG:0
Sc# 4	1/8 pgs EXT Night STOUT HM - (PRACTICAL) - FONT	Minor(s)	1, 2, 3, 4, 6	
Shee 4	Loc: tbd - REAL HOUSE	The Stouts arrive home, Hope leaps out towards the door		BG:0
Sc# 20	4/8 pgs EXT Night STOUT HM - FRONT (PRACTICAL)		2, 3, 57	
Shee 23	Loc: tbd - REAL HOUSE	Shelby speaks to Stuart about Hope privatly before he walks inside		BG:0

End of Day 15 - Wednesday, October 25, 2017 - 2 1/8 pgs

Sc# 102	6/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)		2, 3, 5, 14	
Shee 117	Loc: tbd - REAL HOUSE	Wendell finally agrees to try to grant Hope her wish		BG:0
Sc# 112	1 pgs EXT Day STOUT HM - FRONT (PRACTICAL)	Minor(s)	1, 2, 5	
Shee 128	Loc: tbd - REAL HOUSE	Hope teaches Chole to shoot a basket, Stuart watches from up the street		BG:1
Sc# 115	3/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)		2	
Shee 131	Loc: tbd - REAL HOUSE	Shelby's POV of Stuart's shocked expression seeing Hope on the fonr page of the newsp:		BG:0
Sc# 145	1/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)			
Shee 165	Loc: tbd - REAL HOUSE	Week after Xmas the leaves blow and winter sets in		BG:0
Sc# 128	1/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)		3, 24	
Shee 146	Loc: tbd - REAL HOUSE	Shelby answers the door to the Carolina Health Services nurse who just arrives.		BG:0
Sc# 153	1/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)			
Shee 174	Loc: tbd - REAL HOUSE	A car is parked across the street from the Stout House		BG:1
Sc# 154	1/8 pgs EXT Day STOUT HM - FRONT (PRACT) - CHLOE's CAR			
Shee 176	Loc: tbd - REAL HOUSE	We see Chole sitting in the car look towards the house		BG:1
Sc# 154a	1/8 pgs EXT Day STOUT HM - FRONT (PRACTICAL)			
Shee 190	Loc: tbd - REAL HOUSE	Mounds of wilted flowes and tribures spread out around the mail box and front area		BG:0

Sc# 155	1/8 pgs	EXT Day	STOUT HM - FRONT (PRACT) - CHLOE's CAR		
Shee 178	Loc: tbd - REAL HOUSE	We see Chole crying as Holly walks towards her out of the house			BG:1
Sc# 142a	1/8 pgs	EXT Night	STOUT HM - FRONT (PRACTICAL)		2, 3, 6, 36
Shee 162	Loc: tbd - REAL HOUSE	Caroler's sing as Stuart, Austin and Shelby join, Shelby goes to check in on Hope			BG:0

End of Day 16 - Thursday, October 26, 2017 - 3 pgs

Speedway and Joe Gibbs

Sc# 48a	3/8 pgs	EXT Day	CHARLOTTE MOTOR SPEEDWAY - STANDS		5, 10, 26, 27, 28, 29
Shee 56	Loc: MTR SPEEDWAY	Chole watchs Devin, takes a call and walks off			BG:0
Sc# 48	6/8 pgs	EXT Day	CHARLOTTE MOTOR SPEEDWAY - TRACK / TRACKSIDE		10, 26, 27, 28, 29
Shee 55	Loc: MTR SPEEDWAY	Devin gets his Wish and meets famous driver Dale Earnheart Jr			BG:0

GAMEPLAY FIELD

Sc# 65b	1/8 pgs	EXT Day	ON FIELD - TDB		7, 90, 92, 93
Shee 73	Loc: tbd - ON FIELD	Kevin flattens the Jaguar QB during a play			BG:0
Sc# 90a	4/8 pgs	EXT Day	ON FIELD - TDB - Panters and Titans		7, 90, 92, 94
Shee 104	Loc: tbd - ON FIELD	Kevin falls to block his man and the QB is sacked			BG:0

2nd Unit

Sc# 132	1/8 pgs	INT Day	JOE GIBBS RACING		9, 11, 58
Shee 150	Loc: tdb - JOE GIBBS	Denny Hamlin writes his donation check to Kell and Ron on the hood of his car			BG:0

End of Day 17 - Friday, October 27, 2017 - 1 7/8 pgs

*****END WEEK #4*****

Saturday - COMPANY OFF

Sunday - COMPANY OFF

SHOOT - SimHOSPITAL - 5 DAYS

Sc# 18	7/8 pgs	INT Day	DR. LEE's OFFICE - (SET IN SimHOSPITASL)		2, 3, 44
Shee 21	Loc: SimHOSPITAL	Doctor Lee arranges a biopsy for Hope's knee			BG:0
Sc# 24	6/8 pgs	INT Day	ADULT HOSPITAL - CORRIDORS	Minor(s)	1, 2, 3, 4, 6, 33
Shee 27	Loc: SimHOSPITAL	Hope is talking footbal as she's being wheeled down the hall			BG:0
Sc# 25	1 1/8 pgs	INT Day	ADULT HOSPITAL - PRIVATE WAITING ROOM	Minor(s)	1, 2, 3, 4, 6, 47
Shee 28	Loc: SimHOSPITAL	The Stouts are told that Hope has cancer			BG:0
Sc# 26	4/8 pgs	INT Day	ADULT HOSPITAL - HOPE'S ROOM	Minor(s)	1, 2, 3, 4, 6, 16
Shee 29	Loc: SimHOSPITAL	Courtney check's Hope's vitals as the family waits for Hope to wake up			BG:0

Sc# 27	6/8 pgs	INT	Day	ADULT HOSPITAL - CORRIDORS	2, 3, 16
Shee 30	Loc: SimHOSPITAL	Courtney tells Stuart and Shelby they must tell Hope the truth			BG:0
End of Day 18 - Saturday, October 28, 2017 - 4 pgs					
Sc# 28	4/8 pgs	INT	Day	ADULT HOSPITAL - HOPE'S ROOM	Minor(s) 1, 2, 3, 4, 6, 15
Shee 31	Loc: SimHOSPITAL	Hope awakes briefly as Dr. McMahon ushers Stuart and Shelby outside			BG:0
Sc# 29	1 pgs	INT	Day	ADULT HOSPITAL - PRIVATE WAITING ROOM	2, 3, 15
Shee 32	Loc: SimHOSPITAL	Dr. McMahon talks to Stuart and Shelby about Hope's prognosis			BG:0
Sc# 30	1 pgs	INT	Day	ADULT HOSPITAL - HOPE'S ROOM	Minor(s) 1, 4, 6, 16
Shee 33	Loc: SimHOSPITAL	Hope wakes up then Austin starts crying and Hope guesses she has cancer			BG:0
Sc# 31	pgs	INT		ADULT HOSPITAL - CORRIDORS	2, 3, 15
Shee 186	Loc: SimHOSPITAL	Stuart tears up uncertain if he can hold it together			BG:0
Sc# 32	1 5/8 pgs	INT	Day	ADULT HOSPITAL - HOPE'S ROOM	Minor(s) 1, 2, 3, 4, 6, 15
Shee 34	Loc: SimHOSPITAL	Hope learns she has cancer			BG:0
End of Day 19 - Sunday, October 29, 2017 - 4 1/8 pgs					
Sc# 33	7/8 pgs	EXT	Day	ADULT HOSPITAL - FRONT ENTRANCE	Minor(s) 1, 2, 3, 4, 5, 6
Shee 35	Loc: SimHOSPITAL	Shelby blurts out that Hope has cancer to Chloe as they bump into her			BG:0
Sc# 49	4/8 pgs	INT	Day	KIDS HOSPITAL - HOPE'S ROOM	Minor(s) 1, 3, 15
Shee 57	Loc: SimHOSPITAL	Dr McMahon explains Chemo, Hope watches her IV			BG:0
Sc# 50	6/8 pgs	INT	Day	KIDS HOSPITAL - NURSES STATION	3, 16, 40, 48
Shee 58	Loc: SimHOSPITAL	Shelby asks Courtney about the sick child being wheeled down the hall			BG:0
Sc# 51	2/8 pgs	INT	Day	KIDS HOSPITAL - HALLWAYS	4, 6
Shee 59	Loc: SimHOSPITAL	Austin and Holly go to Hope's room with a large overstuffed bag			BG:0
Sc# 54	6/8 pgs	INT	Day	KIDS HOSPITAL - HALLWAYS	Minor(s) 1, 5, 55, 56
Shee 187	Loc: SimHOSPITAL	Hope recognozes Chole, sees her with Micheal Jordan greet a sick boy			BG:3
Sc# 54a	pgs	INT		KIDS HOSPITAL - HALLWAYS	
Shee 188	Loc: SimHOSPITAL	Hope sees different kids in the Ward			BG:5
Sc# 72	4/8 pgs	INT	Day	KIDS HOSPITAL - HOPE'S ROOM	Minor(s) 1, 3
Shee 82	Loc: SimHOSPITAL	Hope thanks Shelby for not leaving Hope alone			BG:0
End of Day 20 - Monday, October 30, 2017 - 3 5/8 pgs					
Sc# 52	2 2/8 pgs	INT	Night	KIDS HOSPITAL - HOPE'S ROOM	Minor(s) 1, 2, 3, 4, 6, 16
Shee 60	Loc: SimHOSPITAL	Pudge is smuggled in but Courtney doesn't mind and she won't tell!			BG:0
Sc# 53	3/8 pgs	INT	Night	KIDS HOSPITAL - HOPE'S ROOM	Minor(s) 1, 3
Shee 61	Loc: SimHOSPITAL	Hope decides to leave her room to investigates the commotion in the hallway			BG:0
Sc# 71	2/8 pgs	INT	Day	KIDS HOSPITAL - HALLWAYS	Minor(s) 1, 3
Shee 81	Loc: SimHOSPITAL	Hope sees just how many kids are alone in their rooms			BG:0
Sc# 73	3/8 pgs	INT	Day	KIDS HOSPITAL - HOPE'S ROOM	Minor(s) 1, 3, 4
Shee 83	Loc: SimHOSPITAL	Holly brings Hope's stuffed animals from home			BG:0

Sc# 74	2/8 pgs INT Day KIDS HOSPITAL - HALLWAYS		Minor(s)	1, 4
Shee 84	Loc: SimHOSPITAL	Hope carefully goes to match the stuffed animals		BG:0
Sc# 74a	1/8 pgs INT Day KIDS HOSPITAL - CHILD #1 ROOM		Minor(s)	1, 17
Shee 85	Loc: SimHOSPITAL	Hope gived away a stuffed Unicorn		BG:0
Sc# 74b	1/8 pgs INT Day KIDS HOSPITAL - CHILD #2 ROOM		Minor(s)	1, 61
Shee 86	Loc: SimHOSPITAL	Hope gives away a stuffed puppy		BG:0
Sc# 75	3/8 pgs INT Day KIDS HOSPITAL - SOPHIA'S ROOM		Minor(s)	1, 49
Shee 87	Loc: SimHOSPITAL	Hope gives Sophia a special stuffed pink bear		BG:1
Sc# 76	2/8 pgs INT Day KIDS HOSPITAL - HALLWAYS			3, 4, 16
Shee 88	Loc: SimHOSPITAL	Shelby, Holly and Courtney watch Hope with Sophia		BG:0
Sc# 70	1/8 pgs EXT Day KIDS HOSPITAL - ESTB			
Shee 80	Loc: tbd - KIDS HOSP	Estb Childrens Hospital on a bright sunny day		BG:0

End of Day 21 - Tuesday, October 31, 2017 - 4 4/8 pgs

Sc# 80	6/8 pgs INT Day KIDS HOSPITAL - PLAYROOM		Minor(s)	1, 18, 32, 51, 52, 54
Shee 92	Loc: SimHOSPITAL	Hope helps Sophia overcome some nausea playing Tea Party		BG:0
Sc# 81	6/8 pgs INT Day KIDS HOSPITAL - HOPE'S ROOM		Minor(s)	1, 2, 16
Shee 93	Loc: SimHOSPITAL	Hope snaps and then appolgises Courtney, eye's Kevin's football		BG:0
Sc# 94	7/8 pgs INT Day KIDS HOSPITAL - DR McMahon's OFFICE			2, 3, 15
Shee 109	Loc: SimHOSPITAL	McMahon says there one last treatment to try but Stuart wants Hope involved in the choic		BG:0
Sc# 95	3/8 pgs INT Day KIDS HOSPITAL - HOPE'S ROOM		Minor(s)	1, 2, 3, 15
Shee 110	Loc: SimHOSPITAL	Hope chooses to take the at-home pill thearapy		BG:0
Sc# 130	1/8 pgs INT Day KIDS HOSPITAL - HOPE'S ROOM		Minor(s)	1, 3
Shee 148	Loc: SimHOSPITAL	A nurse changes a sleeping Hope's IV bag, Shelby watches		BG:1

End of Day 22 - Wednesday, November 1, 2017 - 2 7/8 pgs

Saturday - COMPANY OFF

Sunday - COMPANY OFF

*****END WEEK #4*****

BEGIN STAGE - Stout House and Cover Sets

STOUT HOUSE

Sc# 5	1/8 pgs INT Night STOUT HM - FOYER		Minor(s)	1, 2, 3, 4, 6, 8
Shee 5	Loc: STAGE	Hope runs up the stairs for 1st the shower		BG:0
Sc# 6	4/8 pgs INT Night STOUT HM - HOPE'S ROOM		Minor(s)	1
Shee 6	Loc: STAGE	Hope runs in her room to write in her Wish Book		BG:0

Sc# 6a	2/8 pgs INT Night STOUT HM - HOPE'S ROOM - WISH BOOK		Minor(s)	1
Shee 7	Loc: STAGE	C/u on Hope writing in her Wish Book		BG:0
Sc# 7	2/8 pgs INT Night STOUT HM - KITCHEN AREA		Minor(s)	2, 3
Shee 8	Loc: STAGE	Stuart and Shelby prepare dinner and watch the girls in the backyard		BG:0
Sc# 7a	2/8 pgs INT Night STOUT HM - BACKYARD		Minor(s)	1, 1x, 4, 4x, 21, 90
Shee 9	Loc: STAGE	Suart's POV of Holly givingHope pointers on her backflips		BG:0
Sc# 8	3/8 pgs INT Night STOUT HM - BACKYARD (STAGE)		Minor(s)	1, 1x, 4, 4x, 21, 90
Shee 10	Loc: STAGE	Holly notices Stuart is watching then asks Hope when she's him being a cheerleader		BG:0
Sc# 9	1 5/8 pgs INT Night STOUT HM - KITCHEN AREA		Minor(s)	1, 2, 3, 4, 6
Shee 11	Loc: STAGE	Stuart and Shelby peparing dinner, girls rush in, Holly mentions Hope's knee is bothering i		BG:0
End of Day 23 - Thursday, November 2, 2017 - 3 3/8 pgs.				
Sc# 10	1 3/8 pgs INT Night STOUT HM - KITCHEN AREA		Minor(s)	1, 2, 3, 4, 6
Shee 13	Loc: STAGE	As dinner starts Hope tells Stuart she wants to be a Cheerleader		BG:0
Sc# 11	5/8 pgs INT Night STOUT HM - KITCHEN AREA / DEN		Minor(s)	1, 2, 3, 4, 6
Shee 12	Loc: STAGE	Stuart and Shelby clean up while Hope watches a story about the Panther's on TV		BG:0
Sc# 17	1 pgs INT Night STOUT HM - UPSTAIRS HALLWAY - HOPE'S ROOM		Minor(s)	1, 3
Shee 20	Loc: STAGE	Shelby spends time with Hope and brushes hair		BG:0
Sc# 19	1/8 pgs INT Night STOUT HM - KITCHEN AREA			3
Shee 22	Loc: STAGE	Shelby reacts to Stuart pulling up in the driveway		BG:0
Sc# 37	3/8 pgs INT Day STUART's SUV (STAGE GS)		Minor(s)	1, 2, 3, 4, 6, 8
Shee 40	Loc: STAGE	Stuart and Hope fist bump as the family drives to the beach		BG:0
End of Day 24 - Friday, November 3, 2017 - 3 4/8 pgs.				
Sc# 82	4/8 pgs INT Day STOUT HM - FOYER			3, 30
Shee 94	Loc: STAGE	Shelby opens the door to a stack of free pizzas!		BG:0
Sc# 83	2 4/8 pgs INT Day STOUT HM - DEN / FOYER			2, 3, 4, 7, 8
Shee 95	Loc: STAGE	Kevin suddenly arrives at the impromtu pizza dance party secretly planned by Hope		BG:0
Sc# 84	2/8 pgs INT Day STOUT HM - DEN / FOYER		Minor(s)	1, 2, 3, 4, 7, 8
Shee 96	Loc: STAGE	Kevin's dancing with the girls,Hope is trying to dance on crutches		BG:0
Sc# 85	2/8 pgs INT Day STOUT HM - FOYER HALLWAY			2
Shee 97	Loc: STAGE	Stuart goes outside to hear the phone		BG:0
End of Day 25 - Monday, November 6, 2017 - 3 4/8 pgs.				
Sc# 88	7 pgs INT Night STOUT HM - LIVING ROOM		Minor(s)	1, 2, 3, 4, 5, 10
Shee 101	Loc: STAGE	Hope stand by's her Wish to help the other 155 kids waiting for their Wishes		BG:0
End of Day 26 - Tuesday, November 7, 2017 - 7 pgs.				
End of Day 27 - Wednesday, November 8, 2017 - 7 pgs.				

Saturday - COMPANY OFF

Sunday - COMPANY OFF

END WEEK #5

Sc# 91	5/8 pgs	INT	Day	STOUT HM - DEN / FOYER	
Shee 105	Loc: STAGE	Hope talks to Kevin on the phone after the post game on BG on TV		Minor(s)	1, 2
					BG:0

End of Day 28 - Thursday, November 9, 2017 - 5/8 pgs

Sc# 92	1 2/8 pgs	INT	Day	STOUT HM - KITCHEN AREA / LV ROOM	
Shee 107	Loc: STAGE	Shelby warns Hope to lie down and if her temp rises she has to go to the Hospital		Minor(s)	1, 3
					BG:0
Sc# 96	3/8 pgs	INT	Day	STOUT HM - LIVING ROOM / LAUNDRY RM	
Shee 111	Loc: STAGE	Stuart looks for Shelby, Hope naps at window and Holly folds laundry		Minor(s)	1, 2, 4
					BG:0
Sc# 97	6/8 pgs	INT	Day	STOUT HM - UPSTAIRS WALK-IN CLOSET	
Shee 112	Loc: STAGE	Stuart finds Shelby crying alone in the closet			2, 3
					BG:0
Sc# 101	7/8 pgs	INT	Day	STOUT HM - LIVING ROOM	
Shee 116	Loc: STAGE	Hope stands firm about her Wish to Wendell and Chloe		Minor(s)	1, 2, 3, 4, 5, 14
					BG:0

End of Day 29 - Friday, November 10, 2017 - 3 2/8 pgs

Sc# 110	1 6/8 pgs	INT	Day	STOUT HM - DEN / FOYER	
Shee 126	Loc: STAGE	Hope asks Elezlabeth if her interview will be on the front page			3, 5, 8, 35
					BG:1
Sc# 111	2 3/8 pgs	EXT	Day	STOUT HM - BACKYARD DECK (STAGE)	
Shee 127	Loc: STAGE	The girls talk w/ a Basketball game on in BG, Chole asks Hope to teach her to thow a bas		Minor(s)	1, 5
					BG:0

End of Day 30 - Monday, November 13, 2017 - 4 1/8 pgs

Sc# 116	7/8 pgs	INT	Day	STOUT HM - DEN / FOYER	
Shee 132	Loc: STAGE	Kieth Larson show calls, hope grabs the phone while family looks at Hope in the paper		Minor(s)	1, 2, 3, 4
					BG:0
Sc# 123	3/8 pgs	INT	Day	STOUT HM - KITCHEN AREA	
Shee 139	Loc: STAGE	Stuart, Shelby and Holly closely listen to Hope's interview			2, 3, 4
					BG:0
Sc# 124	6/8 pgs	INT	Day	RADIO STATION BOOTH - SET on STAGE	
Shee 140	Loc: STAGE	Kieth chokes up as he ends Hope's interview			46
					BG:0
Sc# 125	2/8 pgs	INT	Day	STOUT HM - DEN / FOYER	
Shee 141	Loc: STAGE	Holly runs to congratulate Hope, Stuart and Shelby tear up with pride		Minor(s)	2, 3, 4
					BG:0
Sc# 135	2/8 pgs	INT	Day	STOUT HM - HOPE'S ROOM	
Shee 154	Loc: STAGE	Stuart's lifts Hope out bed, she asks where are they going??		Minor(s)	1, 2
					BG:0
Sc# 136	3/8 pgs	INT	Day	STOUT HM - DEN / FOYER (XMAS LK)	
Shee 155	Loc: STAGE	mmDen has transformed into Xmas Village bedroom for Hope with "It's Wondful Life" play		Minor(s)	1, 2, 3, 4
					BG:0
Sc# 137	2 pgs	INT	Day	STOUT HM - DEN / LV RM (XMAS LK)	
Shee 156	Loc: STAGE	Kevin tells Hope he's going to retiring after this as they play a video game on TV		Minor(s)	1, 7, 24
					BG:0

End of Day 31 - Tuesday, November 14, 2017 - 4 7/8 pgs.

Sc# 140	6/8 pgs	INT Day	STOUT HM - DEN / LV RM (XMAS LK)	Minor(s)	1, 2, 3, 4, 6
Shee 159	Loc: STAGE	Austin comes home for Xmas but hurries out of the room shaken on how bad Hope looks			BG:0
Sc# 141	3/8 pgs	INT Day	STOUT HM - FOYER		2, 6
Shee 160	Loc: STAGE	Austin explains to Suart how bad she feels for being gone at school while Hope just got si			BG:0
Sc# 142	3/8 pgs	INT Night	STOUT HM - KITCHEN AREA / FOYER		3, 4, 6
Shee 161	Loc: STAGE	Doorbell rings on Xmas Eve as Shelby, Holly amd Austin are preparing Xmas dinner			BG:0
Sc# 143	2/8 pgs	INT Night	STOUT HM - DEN / LV RM (XMAS LK)	Minor(s)	1, 2, 3, 4, 6
Shee 163	Loc: STAGE	Hope opens her eyes as the family returns inside to continue to sing ffor Hope			BG:0
Sc# 144	1 4/8 pgs	EXT Day	STOUT HM - DEN / LV RM (XMAS LK)	Minor(s)	1, 6
Shee 164	Loc: STAGE	Xmas morn, Autin's tells Hope how bad she feels for being gone at school			BG:0

End of Day 32 - Wednesday, November 15, 2017 - 3 2/8 pgs.

Saturday - COMPANY OFF

Sunday - COMPANY OFF

END WEEK #6

Sc# 146	1/8 pgs	INT Day	STOUT HM - FOYER (Partial XMAS)		2, 5
Shee 166	Loc: STAGE	Stuart opens the door to Chloe, she walks in.			BG:0
Sc# 147	1 4/8 pgs	INT Day	STOUT HM - DEN / FOYER (Partial XMAS)		2, 5
Shee 167	Loc: STAGE	Chole struggles to hold it together, Hope ask Chole to check on the family after she's gone			BG:0
Sc# 148	3/8 pgs	INT Day	STOUT HM - DEN / FOYER (Partial XMAS)	Minor(s)	1, 2, 8
Shee 168	Loc: STAGE	Hope waerily reads her Wish Book and wispers "stay postitve"			BG:0
Sc# 149	6/8 pgs	INT Night	STOUT HM - DEN / FOYER (Partial XMAS)	Minor(s)	1, 2, 3, 6
Shee 169	Loc: STAGE	Hope drifts in and out but wakes to see pre-gameTV showing photos of her and Kevin			BG:0
Sc# 149a	5/8 pgs	INT Day	SPORTS ANCHOR DESK - SET on STAGE		7, 42
Shee 170	Loc: STAGE	Sports Anchor at TV Sports Desk reports the pre-game show interest story of Hope and K			BG:0
Sc# 151	5/8 pgs	INT Night	STOUT HM - DEN / FOYER (Partial XMAS)	Minor(s)	1, 2, 3, 4
Shee 172	Loc: STAGE	Stuart and Shelby hug's Hope when they see her on national TV			BG:0
Sc# 156	1/8 pgs	EXT Day	STOUT HM - KITCHEN AREA / LV ROOM		2, 3, 4, 5
Shee 177	Loc: STAGE	Shelby tells Chole that Gala must go on regardless that Hope is gone			BG:0
Sc# 161	3/8 pgs	INT Day	STOUT HM - DEN / FOYER (XMAS LK)	Minor(s)	1
Shee 180	Loc: STAGE	Hope records her Gala video			BG:0

B Camera leaves Stage for plates:

Sc# 34p	1 pgs	INT Day	STUART's SUV - CAR PLATE UNIT	Minor(s)	1, 2, 3, 4, 6
Shee 191	Loc: STAGE	Hope tells Shelby she doesnt wan't anyone to know. C/U of Hope as she looks out windov			BG:0

Sc# 122p	3/8 pgs INT Day CHLOE'S CAR at RED LIGHT - CAR PLATE UNIT		5	
Shee 192	Loc: STAGE	Chole hear's Hope's interview waiting at a red light		BG:0

End of Day 33 - Thursday, November 16, 2017 - 5 7/8 pgs.

Cover sets:

Sc# 34	1 pgs INT Day STUART's SUV (STAGE GS)		Minor(s)	1, 2, 3, 4, 6
Shee 36	Loc: STAGE	Hope tells Shelby she doesnt wan't anyone to know. C/U of Hope as she looks out windov		BG:0
Sc# 34a	1/8 pgs INT Day HOPE's POV from SUV (STAGE GS)			
Shee 37	Loc: STAGE	Hope's POV out car window pondering what's to come		BG:0
Sc# 122	3/8 pgs INT Day CHLOE'S CAR at RED LIGHT - (STAGE GS)		5	
Shee 138	Loc: STAGE	Chole hear's Hope's interview waiting at a red light		BG:0
Sc# 150	2/8 pgs INT Day CHOLE'S LVRM - SET on STAGE		5, 11, 13	
Shee 171	Loc: STAGE	Chloes and friends are also watch pregame, see photos of Kevin and Hope		BG:7
Sc# 113	1/8 pgs INT Day CHOLE'S BEDRM - SET on STAGE		5	
Shee 129	Loc: STAGE	Chole wakes up to learn Hope's on the front page of the paper		BG:0

End of Day 34 - Friday, November 17, 2017 - 1 7/8 pgs.

COMPANY LEAVES STAGE

Ballroom

Sc# 158	1 1/8 pgs INT Night GRAND BALLROOM - BACK OF ROOM		5, 9, 10, 11, 12, 13, 14	
Shee 179	Loc: tbd - BALLROOM	Chloe oversees the donations tables and asks Wendel out ask. Kevin starts to MC's even		BG:21
Sc# 159	1 1/8 pgs INT Night GRAND BALLROOM		Minor(s)	2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
Shee 181	Loc:	Kevin's starts to MC and introduces the Stouts		BG:318
Sc# 160	3/8 pgs INT Night GRAND BALLROOM - STAGE PODIUM		2, 3, 7	
Shee 182	Loc:	Stuart and Shelby introduce's Hope's video		BG:0
Sc# 162	pgs INT Night GRAND BALLROOM		2, 3, 4, 5, 6, 7, 8, 9, 10, 11,	
Shee 183	Loc: tbd - BALLROOM	Everyone's rivited watching Hope		BG:318
Sc# 163	1 1/8 pgs INT Night GRAND BALLROOM		2, 3, 4, 5, 6, 7, 8, 9, 10, 11,	
Shee 185	Loc: tbd - BALLROOM	Chloe joins the Stouts and accounces they've met their goal of over a 1m!		BG:318
Sc# 157	3/8 pgs INT GRAND BALLROOM			
Shee 175	Loc: tbd - BALLROOM	Establishing the Gala and it's just anout to start		BG:310

End of Day 35 - Monday, November 20, 2017 - 4 1/8 pgs.

End of Day 36 - Tuesday, November 21, 2017 - pgs.

WRAP PRINCIPAL PHOTOGRAPHY

POST WORK

Sc# 46b	2/8 pgs	EXT Night	VFX - NIGHT SKY ABOVE HOLDEN BEACH	
Shee 52	Loc:	We see star's blanketing the dark night sky, then fireworks start!		BG:0
Sc# 1	2 pgs	EXT Day	Opening Title Photo Montage	
Shee 1	Loc:	Chole narrates as Photo's of the Stouts and the Stadium open the movie		BG:0

NFL Stock Footage

Sc# 59	1/8 pgs	EXT Day	PANTHERS STADIUM (GAME DAY - STOCK FOOTAGE)	
Shee 66	Loc: STOCK FTG	Crowds pour in for the game		BG:0
Sc# 63	1/8 pgs	EXT Day	PANTHERS STADIUM (GAME DAY - STOCK FOOTAGE)	
Shee 70	Loc: STOCK FTG	Shots of the crowd before the game		BG:0
Sc# 65	pgs	EXT	PANTHERS STADIUM (GAME DAY - STOCK FOOTAGE)	
Shee 72	Loc: STOCK FTG	Panther's plays Jaguars		BG:0
Sc# 65d	2/8 pgs	EXT Day	PANTHERS STADIUM (GAME DAY w/ JAGUARS- STOCK F	
Shee 75	Loc: STOCK FTG	The game goes on as we fade out with the sound of cheering In BG		BG:0
Sc# 90	3/8 pgs	EXT Day	PANTHERS STADIUM (GAME DAY w/ TITIANS- STOCK FO	
Shee 103	Loc: STOCK FTG	Various shots of the game w/ accouncers voices In BG		BG:0
Sc# 117	2/8 pgs	EXT Day	CHARLOTTE - WIDE - THANKSGIVING LOOK (STOCK)	
Shee 133	Loc: STOCK FTG	Views of city decorated for Thanksgiving, Kieth Larson is on the air		BG:0
Sc# 118	2/8 pgs	EXT Day	CHARLOTTE - STREET - THANKSGIVING LOOK (STOCK)	
Shee 134	Loc: STOCK FTG	People getting their coffee, starting their day as Kieth Larson is on the air		BG:0

END OF SCHEDULE

From:	Fields, Riley
Sent:	Thursday, March 2, 2017 11:14 AM EST
To:	Wegner, Steve
CC:	'vhill@1614ent.com'; Stuart Stout (stuart@mfwhproductions.com); Jonah Hirsch (jmhirsch@mac.com)
Subject:	RE: Hope's Wish

Steve:
Apologies for slow response – just getting back from NFL meetings. Thanks for putting this together...will share internally and get back with you. Thank you!

Riley

Riley Fields
Director of Community Relations

Carolina Panthers
800 South Mint Street
Charlotte, NC 28202-1502
Tel: 704-358-7469
Riley.Fields@Panthers.NFL.com
Panthers.com | Facebook | Twitter

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From: Wegner, Steve [mailto:SWegner@alconent.com]
Sent: Monday, February 27, 2017 2:39 PM
To: Fields, Riley <Riley.Fields@PANTHERS.NFL.com>
Cc: 'vhill@1614ent.com' <vhill@1614ent.com>; Stuart Stout (stuart@mfwhproductions.com) <stuart@mfwhproductions.com>; Jonah Hirsch (jmhirsch@mac.com) <jmhirsch@mac.com>
Subject: Hope's Wish

Dear Riley,

Per our meeting on February 16th, I've attached a letter stating in a concise manner what our production would be looking for from the Carolina Panther franchise.

We look forward to your thoughts.

Warm regards,
Steve

PLAINTIFF'S EXHIBIT 26
PENGAD 800-631-6989

cc: Val Hill
Jonah Hirsch
Stuart Stout

On Apr 14, 2017, at 5:48 PM, Wegner, Steve <SWegner@alconent.com> wrote:

Thanks so much. Enjoy your Easter weekend!

From: Snyder, Tracey [mailto:Tracey.Snyder@NFL.com]
Sent: Friday, April 14, 2017 11:37 AM
To: Wegner, Steve
Cc: 'Val Hill_16:14 Ent'; Jonah Hirsch (jmhirsch@mac.com); Stuart Stout (stuart@mfwhproductions.com)
Subject: RE: Hope's Wish

Thanks for sending Steve. We'll review this internally and will send any comments / feedback in a few weeks if not earlier once we circulate and receive feedback. Let me know if you have any questions in the meantime.

Thank you,

Snyder

From: Wegner, Steve [mailto:SWegner@alconent.com]
Sent: Friday, April 14, 2017 2:36 PM
To: Snyder, Tracey <Tracey.Snyder@NFL.com>
Cc: 'Val Hill_16:14 Ent' <vhill@1614ent.com>; Jonah Hirsch (jmhirsch@mac.com) <jmhirsch@mac.com>; Stuart Stout (stuart@mfwhproductions.com) <stuart@mfwhproductions.com>
Subject: Hope's Wish

Dear Tracey,

Per our conversation, I have attached the most recent draft of the screenplay entitled HOPE'S WISH written by Diana Ossana with revisions by Charlie Stratton. Charles Martin Smith (DOLPHIN TALE 1 &2) will direct.

This is based on the inspirational true story of Hope Stout and the book, "Hope's Wish: How One Girl's Dream Made Other's Come True" written by Stuart & Shelby Stout.

We envision this as a mainstream four-quadrant family film for all ages, much similar to my previous inspirational true stories, THE BLIND SIDE and DOLPHIN TALE. Likewise, we are in discussions to release the film through either Disney or Warner Bros.

One area we look to focus upon as we prepare the screenplay for production is to dig even deeper into the storyline of the relationship between Hope and Carolina Panthers player, Kevin Donnalley. This is an extremely important aspect of the film that casts a positive light upon the NFL and the Panther organization. Their special relationship was truly unique and we intend to give it full justice. As we discussed, we want John Cena to portray Kevin on screen.

We plan to shoot the film in late Summer or Fall of 2017 with a tentative release of Fall/Winter 2018.

Lastly, we also have the full support and endorsement of the Make-A-Wish Foundation which we know the NFL and its players work with extensively.

We look forward to your thoughts. If you have any further questions, please do not hesitate to ask.

Please confirm you received this email.

Best regards,
<image001.png>
Steven P. Wegner
Producer

cc: Val Hill
Jonah Hirsch
Stuart Stout

From: "Wegner, Steve" <SWegner@alconent.com>
Subject: Fwd: Hope's Wish/Oprah Winfrey
Date: August 12, 2017 at 4:25:28 PM PDT
To: Jonah Hirsch <jmhirsch@mac.com>, Stuart Stout <stuart@mfwhproductions.com>

Oprah draft for your reference. Offer went out Thurs.

Sent from my iPhone

Begin forwarded message:

From: "Wegner, Steve" <SWegner@alconent.com>
Date: August 10, 2017 at 5:34:18 PM PDT
To: "Warren Zavala (wzavala@wmeentertainment.com)" <wzavala@wmeentertainment.com>
Cc: 'Val Hill' <vhill@1614ent.com>
Subject: Hope's Wish/Oprah Winfrey

Dear Warren,

Per our conversation, I've attached the most recent draft of the screenplay HOPE'S WISH written by Diana Ossana (academy award winner) with revisions by Charlie Stratton and Charles Martin Smith. It is adapted from the non-fiction book of the same name by Stuart and Shelby Stout.

When Hope Stout, a precocious 12 year-old girl dealing with a life-threatening disease, makes the big request to fund the wishes of 155 other health challenged children, a dedicated Make-A-Wish Foundation executive and the community of Charlotte unite to make her amazing and audacious wish a reality. Based on the inspirational true story.

Oprah Winfrey would play the part of "Toni Du Bois".

Our director is Laurie Collyer. We are planning to shoot the film this October on location in Charlotte for a Fall/Winter 2018 release.

This is an Alcon financed/Warner Brothers distributing wide release studio film. Alcon has had huge success with films based on inspirational true stories, such as THE BLIND SIDE and DOLPHIN TALE. HOPE'S WISH falls directly into this sweet spot.

How HOPE'S WISH stands apart in the marketplace is the substantial corporate support and marketing tie-in's that are organically linked to the project. The NFL, the Carolina Panthers and NASCAR are prominently featured in the storyline. The NFL and the Carolina Panthers franchise have already granted us the use of the stadium locations, NFL footage and use of the team and league logos. The NFL is eager to integrate a massive marketing push for the film, including bringing in their sponsor relationships such as Visa, McDonalds and Pepsi, as well as all the other NFL teams for one national push.

Lastly, we have met with Joe Gibbs Racing of NASCAR who fully endorse and will grant us the use of race cars and professional drivers for the project. We are also in discussions with Michael Jordan, who has a cameo in the film, to obtain his sponsorship and support.

HOPE'S WISH is not a film about a girl's passing. It's a film about TIME and how we use it. Hope Stout was a real life hero. She existed for only a short period, but made an enormous impact on the world. Much like Anne Frank, her legacy continues to grow and live on and will increase substantially after the release of this film.

We look forward to your thoughts.

Warm regards,
Steve

MOVIES

Queen Latifah to Star in Alcon Drama 'Hope's Wish' (Exclusive)

2:34 PM PST 2/26/2018 by Borys Kit

Getty Images
Queen Latifah

PLAINTIFF'S EXHIBIT 29
PENGAD 800-631-6989

Laurie Collyer, who directed the Maggie Gyllenhaal drama 'Sherrybaby,' is helming the movie that will shoot in the area where much of the real-life events took place.

Queen Latifah has signed on to star in *Hope's Wish*, an inspirational true-life drama from Alcon Entertainment.

Alcon is reuniting with Los Angeles-based finance and production company Torridon/16:14, with which it worked on *Blade Runner 2049*, to finance and produce the movie, which is scheduled to go before cameras April 9 in Charlotte, North Carolina.

Laurie Collyer, who directed the Maggie Gyllenhaal drama *Sherrybaby*, will helm *Wish*, which has a script by Diana Ossana, who won an Oscar for writing *Brokeback Mountain*. The project adapts the non-fiction book *Hope's Wish: How One Girl's Dream Made Others Come True* by Stuart and Shelby Stout.

Hope's Wish is based on the true story of Hope Stout, a 12-year-old girl who, when diagnosed with a life-threatening disease, set out on a mission to fund the wishes of all the other health-challenged children in her part of North Carolina.

Latifah will play Make-A-Wish Foundation executive Toni Dubois, who worked with Stout to help raise the money.

Walden Media is set to produce the pic alongside Steven P. Wegner and Val Hill and Yale Badik of Torridon/16:14. Alcon's Andrew Kosove and Broderick Johnson will executive produce.

Hope's Wish will be released by Warner Bros. via Alcon's output deal with the studio.

Latifah last appeared on the big screen in the surprise hit comedy *Girls Trip*, which also featured Tiffany Haddish. The Oscar-nominated actress and rapper in recent years has made a name for herself as a producer of TV shows and movies, including HBO's multiple award-winning *Bessie*. Latifah is repped by CAA, Shakim Compere and Randi Michel.

Collyer is repped by Gersh and Principato-Young Entertainment.

VARIETY

FEBRUARY 26, 2018 3:19PM PT

Queen Latifah to Star in Inspirational True-Life Drama 'Hope's Wish'

By DAVE MCNARY

PLAINTIFF'S EXHIBIT 30
PENGAD 800-631-6989

Queen Latifah will star in the inspirational true-life drama "Hope's Wish."

Production will start on April 9 in North Carolina.

Alcon Entertainment co-founders and co-CEOs Andrew Kosove and Broderick Johnson made the announcement on Monday. Los Angeles-based finance and production company Torridon/16:14 will finance and produce with Alcon Entertainment, continuing the companies' collaboration that began with "Blade Runner 2049."

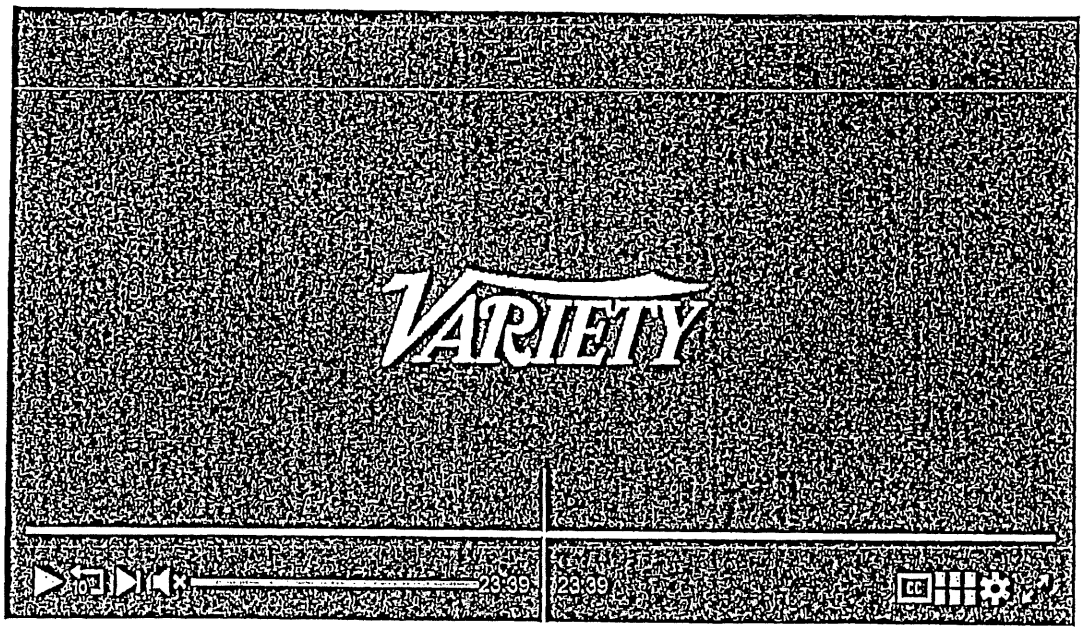
Walden Media is set to produce alongside Steven P. Wegner, and Val Hill and Yale Badik of Torridon/16:14. Alcon's Kosove and Johnson will executive produce. The film will be released by Warner Bros. via Alcon's output deal with the studio.

Laurie Collyer, whose credits include "Sherrybaby" and "Furlough," will direct the film from screenwriter Diana Ossana ("Brokeback Mountain"), adapted from Stuart & Shelby Stout's non-fiction "Hope's Wish: How One Girl's Dream Made Others Come True."

Latifah's recent acting credits include the Universal comedy "Girls Trip," co-starring Tiffany Haddish and Jada Pinkett Smith, and the Emmy-winning HBO film "Bessie." She is repped by CAA, Shakim Compere, and Randi Michel.

Alcon's recent credits include "12 Strong," "Father Figures," and "Blade Runner 2049," which received five Oscar nominations.

Popular on Variety



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HOPE'S WISH | QUEEN LATIFAH

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Queen Latifah to Star In Inspirational Drama 'Hope's Wish'

By Patrick Hipes
February 26, 2018 3:07pm

REX/Shutterstock

PLAINTIFF'S EXHIBIT 31
PENGAD 800-631-6989

Queen Latifah has been set to topline *Hope's Wish*, an inspirational drama based on a true story from the *Blade Runner 2049* team of Alcon Entertainment and Torridon/16:14, along with Walden Media. Laurie Collyer will direct the film, which begins production April 9 in Charlotte, NC.

Adapted by *Brokeback Mountain* co-scribe Diana Ossana based on Stuart Stout and Shelby Stout's book *Hope's Wish: How One Girl's Dream Made Others Come True*, the true story centers on Hope

Toni Dubois (Latifah) and the Charlotte community.

ADVERTISEMENT

Walden Media is set to produce alongside Steven P. Wegner, Val Hill and Yale Badik of Torridon/16:14, which will finance. Alcon's Andrew Kosove and Broderick Johnson will executive produce. Also on board is producer Jonah Hirsch and executive producer Stuart Stout. The film will be released by Warner Bros via Alcon's output deal.

Los Angeles-based finance and production company Torridon/16:14 and Alcon first teamed on *Blade Runner 2049*, which grossed $259.2M at the global box office after bowing in October. It has five Oscar nominations.

Queen Latifah, who most recently starred in the hit comedy *Girls Trip*, is repped by CAA, Shakim Compere and Randi Michel.

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ALCON ENTERTAINMENT / DIANA OSSANA / LAURIE COLLYER / QUEEN LATIFAH

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More From Deadline

HOPE'S WISH
Feb 28, 2018

Director: Laurie Collyer
Producer: Yale Badik
Producer: Val Hill
Producer: Steve Wegner
Executive Producer: Billy Badalato
Total Deferment:$1,069,403
Prepared by: B.Badalato &.Pamela Williams
Corresponding Production Calendar: Ver 22

Location: Charlotte, NC USA
Start Date: April 9th
Finish Date: May 30th
Total Days/Weeks - 37 Days (7.4wks) 13hr Shooting Day
Post: TBD - 20 Weeks
Script Draft: Production Numbered Draft #1
Budget File:USE THIS ONE - HW BUDGET Feb 2_22 MASTER for VAL.mbd
Unions: WGA / SAG / DGA/ IA / Teamsters

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
1200	PRODUCER						
1202	EXEC PRODUCERS						
	01 - EXEC PRODUCER #1						
	JONAH HIRSCH						
	LA HIRE						
	Assumes NU Loanout						
	Total fee $250,000						
	Prep NC - 20%	1	Allow	1	50,000	50,000	
	Shoot NC - 60%	1	Allow	1	150,000	150,000	
	Director's Cut - 10%	1	Allow	1	25,000	25,000	
	Delivery - 10%	1	Allow	1	25,000	25,000	
	Subtotal					$250,000	
	02- EXEC PRODUCER #2						
	STUART STOUT						
	NC HIRE						
	Assumes NU Loanout						
	Total fee $100,000						
	Prep NC - 20%	1	Allow	1	20,000	20,000	
	Shoot NC - 60%	1	Allow	1	60,000	60,000	
	Director's Cut - 10%	1	Allow	1	10,000	10,000	
	Delivery - 10%	1	Allow	1	10,000	10,000	
	Subtotal					$100,000	
	01 - EXEC PRODUCER #3						
	Donna Ossana						
	LA HIRE						
	Assumes NU Loanout						
	Total fee $200,000						
	Prep NC - 20%	1	Allow	1	40,000	40,000	
	Shoot NC - 60%	1	Allow	1	120,000	120,000	
	Director's Cut - 10%	1	Allow	1	20,000	20,000	
	Delivery - 10%	1	Allow	1	20,000	20,000	
	Subtotal					$200,000	
	Alcon Entertainment	1	Allow	1	100,000	100,000	
	Subtotal					$100,000	
	EXEC PRODUCER/ UPM						
	BILLY BADALATO						
	FEE: 350,000						
	Broken out for rebate calculation						
	Paid DGA weekly						

Case 7:19-cv-00066-FL Document 42-3 Filed 05/14/19

PLAINTIFF'S EXHIBIT 32
PENGAD 800-631-6989

Continuation of Account 1202

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Rate: 12,500 Week +10% agency fee	13,750	$/Week	1	0	0	
	Development Payment (1 week)	1	Week	1	12,500	12,500	
	Soft Prep LA (w/e 1/28)	1	Week	1	12,500	12,500	
	Trvl / Prep LA -Charlotte	10	Weeks	1	13,750	137,500	
	Shoot Charlotte	7	Weeks	1	13,750	96,250	
	Trvl / Prep Beach	0.2	Weeks	1	13,750	2,750	
	Shoot Beach	0.4	Weeks	1	13,750	5,500	
	Shoot Charlotte 6th Day	1	Day	0.3	13,750	-- Excluded --	
	Holidays - accrued	0	Weeks	1	13,750	0	
	Wrap Charlotte / Trvl LA	4	Weeks	1	13,750	55,000	
	Final Rebate Audit in LA	1	Week	1	13,750	13,750	
	DGA COA FEE	1	Allow	1	13,750	13,750	
	Subtotal					$349,500	
	Total						$999,500
Account Total for 1200							$3,073,434
Range Total							$999,500

Hope's Wish

TO: All Crew
FROM: Production
DATE: 3/13/18
RE: Resuming Work

To all crew:

We have been notified by the IA that crew is welcome to return to work starting immediately. The office and building will be opened at 7:30am for all departments.

If you have any questions, you may contact Steve Wegner at 310-999-1141.

Wish to Give Production, LLC
20310 Chartwell Center Drive
Cornelius, NC 28031
704.438.9342

PLAINTIFF'S EXHIBIT 33
PENGAD 800-631-6989

EXHIBIT 2

FILED

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG STUART STOUT, an individual; SHELBY STOUT, an individual; JONAH HIRSCH, an individual; and MFWH PRODUCTIONS, LLC, a North Carolina limited liability company, Plaintiffs, vs. ALCON ENTERTAINMENT, LLC, a Delaware limited liability company; ALCON MEDIA GROUP, LLC, a Delaware limited liability company; ANDREW KOSOVE, an individual; BRODERICK JOHNSON, an individual; WALDEN MEDIA, LLC, a Delaware limited liability company and STEVEN WEGNER, an individual, Defendants.	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Case No. 20-CVS-6417 **ANSWER AND COUNTERCLAIM OF DEFENDANT ALCON ENTERTAINMENT, LLC TO PLAINTIFFS' FIRST AMENDED COMPLAINT**

The Defendant, Alcon Entertainment, LLC, ("Alcon")[1] files this Answer and Counterclaim to Plaintiffs' Stuart Stout ("Mr. Stout"), Shelby Stout ("Ms. Stout"), Jonah Hirsch ("Mr. Hirsch"), and MFWH Productions, LLC ("MFWH") (collectively "Plaintiffs") First Amended Complaint and assert the affirmative defenses set forth below. Unless specifically admitted, Alcon denies each of the allegations in Plaintiffs' Complaint, including but not limited to any assertions made in any section headers in the Complaint.

FOR A FIRST DEFENSE
(Denial)

[1] Defendants Alcon Media Group, LLC, Andrew Kosove and Broderick Johnson were dismissed from this action by Order of the Court on February 25, 2021 for want of jurisdiction. Therefore, Alcon will not answer any of the factual allegations and/or legal causes of action with respect to these former Defendants and moving forward will use an updated caption that does not list the dismissed non-party Defendants.

1. Each and every allegation of the Complaint not specifically admitted herein is denied.

2. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1, 2, 3 and 4 of the First Amended Complaint, and as such denies the same and demands strict proof thereof.

3. Alcon admits the allegations of Paragraph 5 of the First Amended Complaint.

4. Because Alcon Media Group, LLC, Broderick Johnson and Andrew Kosove have been dismissed from this action, Alcon need not respond to the allegations of Paragraphs 6, 7 and 8 of the First Amended Complaint. To the extent a response is required, Alcon admits the allegations contained therein.

5. Upon information and belief, Alcon admits the allegations of Paragraph 9 of the First Amended Complaint.

6. Alcon admits so much of the allegations of Paragraph 10 of the First Amended Complaint as allege that Defendant Wegner worked at Alcon until 2014. As to the remaining allegations of Paragraph 10, Alcon denies the allegations and demands strict proof thereof.

7. Alcon admits the allegations of Paragraph 11 of the First Amended Complaint.

8. Upon information and belief, Alcon admits the allegations of Paragraph 12 of the First Amended Complaint.

9. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 13, 14, and 15 of the First Amended Complaint and, therefore, denies the same.

10. Upon information and belief, Alcon admits the allegations in Paragraph 16 of the First Amended Complaint that Plaintiffs Stuart and Shelby Stout published a book entitled "*How*

One Girl's Dream Made Others Come True" (the "Book") and established a foundation, the "March Forth With Hope Foundation" (the "Foundation"). As to the remaining allegations in Paragraph 16, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

11. Alcon denies the allegations of Paragraphs 17 of the First Amended Complaint and demands strict proof thereof.

12. Alcon denies the allegations of Paragraph 18 of the First Amended Complaint and demands strict proof thereof.

13. Alcon denies the allegations of Paragraph 19 of the First Amended Complaint and demands strict proof thereof. Alcon admits that it approved a press release which was issued regarding a "Hope's Wish" film project on or about February 26, 2018, but Alcon denies that any such press release content had the statements and/or meaning attributed to it by the First Amended Complaint.

14. Alcon admits so much of the allegations of Paragraph 20 of the First Amended Complaint as allege that Alcon approved a press release on or about February 26, 2018 that contains the following statements, among other statements: "Academy Award nominee Queen Latifah is set to star in the inspirational dramatic, true-life drama *Hope's Wish.*" and "Alcon's Kosove and Johnson will executive produce. The film will be released by Warner Bros. via Alcon's output deal with the studio." To the extent that Paragraph 20 is alleging anything more than this, Alcon denies the remaining allegations of Paragraph 20 and demands strict proof thereof. Alcon specifically states and avers that the terms "produce" and "executive produce" are terms of art in the motion picture industry and are not synonymous.

15. Alcon specifically denies the allegations of Paragraph 21 of the First Amended

Complaint that it made any representations upon which Plaintiffs Stuart and Shelby Stout relied and demands strict proof thereof. As to the remaining allegations of Paragraph 21, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same and demands strict proof thereof.

16. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 22 of the First Amended Complaint and, therefore, denies the same.

17. Alcon denies the allegations of Paragraph 23 of the First Amended Complaint and demands strict proof thereof.

18. Alcon specifically denies the allegations of Paragraph 24 of the First Amended Complaint that Alcon shutdown the production of the Film and demands strict proof thereof. As to the remaining allegations of Paragraph 24, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same. To the extent the allegations of Paragraph 24 are directed against others, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

Personal Jurisdiction

19. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 25 of the First Amended Complaint and, therefore, denies the same.

20. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 26 at Exhibit 1 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context, and further states

and avers that such email contains Wegner's assertion that "Alcon was passing" on the Film.

21. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 27 of the First Amended Complaint and, therefore, denies the same.

22. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 28 at Exhibit 2 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

23. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 29 of the First Amended Complaint and, therefore, denies the same.

24. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 30 at Exhibit 3 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

25. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 31 of the First Amended Complaint and, therefore, denies the same.

26. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 32 at Exhibit 4 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

27. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 33 of the First Amended Complaint and, therefore, denies the same.

28. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 34 at

Exhibit 5 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

29. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 35 of the First Amended Complaint, and, therefore, denies the same.

30. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 36 at Exhibit 6 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

31. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 37 of the First Amended Complaint and, therefore, denies the same.

32. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 38 at Exhibit 7 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

33. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 39 of the First Amended Complaint and, therefore, denies the same.

34. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 40 at Exhibit 8 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

35. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 41 of the First Amended Complaint and, therefore, denies the same.

36. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 42 at Exhibit 9 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

37. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 43 of the First Amended Complaint and, therefore, denies the same.

38. Alcon craves reference to the email referenced by Plaintiffs to in Paragraph 44 at Exhibit 10 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

39. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 45 of the First Amended Complaint and, therefore, denies the same.

40. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 46 at Exhibit 11 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

41. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 47 of the First Amended Complaint and, therefore, denies the same.

42. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 48 at Exhibit 12 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

43. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 49 of the First Amended Complaint and, therefore,

denies the same.

44. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 50 at Exhibit 13 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

45. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 51 of the First Amended Complaint and, therefore, denies the same.

46. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 52 at Exhibit 14 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

47. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 53 of the First Amended Complaint and, therefore, denies the same.

48. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 54 at Exhibit 15 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

49. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 55 of the First Amended Complaint and, therefore, denies the same.

50. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 56 at Exhibit 16 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

51. Alcon is without personal knowledge or information sufficient to form a belief as

to the truth of the allegations of 57 of the First Amended Complaint and, therefore, denies the same.

52. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 58 at Exhibit 17 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

53. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 59 and, therefore, denies the same.

54. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 60 at Exhibit 18 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

55. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 61 of the First Amended Complaint and, therefore, denies the same.

56. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 62 at Exhibit 19 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

57. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 63 of the First Amended Complaint and, therefore, denies the same.

58. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 64 at Exhibit 20 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

59. Alcon is without personal knowledge or information sufficient to form a belief as

to the truth of the allegations of Paragraph 65 of the First Amended Complaint and, therefore, denies the same.

60. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 66 at Exhibit 21 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

61. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 67 of the First Amended Complaint and, therefore, denies the same.

62. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 68 at Exhibit 22 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

63. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 69 of the First Amended Complaint and, therefore, denies the same.

64. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 70 at Exhibit 23 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

65. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 71 of the First Amended Complaint and, therefore, denies the same.

66. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 72 at Exhibit 24 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

67. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 73 of the First Amended Complaint and, therefore, denies the same.

68. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 74 at Exhibit 25 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

69. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 75 of the First Amended Complaint and, therefore, denies the same.

70. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 76 at Exhibit 26 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

71. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 77 of the First Amended Complaint and, therefore, denies the same.

72. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 78 at Exhibit 27 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

73. Alcon denies the allegations of Paragraph 79 of the First Amended Complaint to the extent they imply David Greathouse was an employee and/or agent of Alcon and demands strict proof thereof. Alcon admits that it provided monies that were used in connection with the closure of the pre-production activities and related activities, and that Alcon had communications with David Greathouse as to how those monies were being used. As to the remaining allegations

in Paragraph 79, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same and demands strict proof thereof.

74. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 80 of the First Amended Complaint and, therefore, denies the same and demands strict proof thereof.

75. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 81 and 82 of the First Amended Complaint and, therefore, denies the same.

76. Alcon specifically denies the allegations of Paragraph 83 of the First Amended Complaint that Wegner and/or Greathouse worked as agents and/or employees of Alcon during any events comprising the subject matter of the First Amended Complaint and demands strict proof thereof. As to the remaining allegations in Paragraph 83, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations, and as such denies the same.

77. Alcon denies the allegations of Paragraphs 84 and 85 of the First Amended Complaint and demands strict proof thereof. Alcon admits that it made monetary payments to third parties which those third parties then used to make payments required to end pre-production on the project, and Alcon took related steps to eliminate or minimize potential turnaround charges or other potential claims that third parties might make against Plaintiffs, for Plaintiffs' benefit and which Alcon is informed and believe did benefit Plaintiffs.

78. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 86 of the First Amended Complaint and, therefore, denies the same.

79. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 87 of the First Amended Complaint and, therefore, denies the same.

80. Alcon denies the allegations of Paragraph 88 of the First Amended Complaint and demands strict proof thereof.

81. Alcon admits the allegations of Paragraph 89 of the First Amended Complaint to the extent Plaintiffs allege that the Film, at that time, was to be made in North Carolina. To the extent the allegations are directed to Alcon, Alcon denies the allegations of Paragraph 89. To the extent the allegations are directed to Kosove, Johnson or Alcon Media Group, LLC, no response is required, as they have been dismissed from this action. To the extent the allegations are directed against others, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations regarding the resources Plaintiffs expended on the Film.

82. Alcon denies the allegations of Paragraph 90 of the Fist Amended Complaint and demands strict proof thereof.

83. Alcon denies the allegations of Paragraph 91 of the First Amended Complaint and demands strict proof thereof.

84. The allegations of Paragraph 92 of the First Amended Complaint are legal conclusions to which no response is required by Alcon. To the extent a response is required, Alcon denies the allegations of Paragraph 92 and demands strict proof thereof.

85. The allegations of Paragraph 93 of the First Amended Complaint are legal conclusions to which no response is required by Alcon. To the extent a response is required, Alcon

denies the allegations in Paragraph 93 and demands strict proof thereof.

FACTUAL BACKGROUND

86. With respect to the allegations of Paragraph 94 of the First Amended Complaint, Alcon references all of the proceeding and succeeding responses of its Answer and incorporates them herein by the reference as though fully set forth herein.

Hope Elizabeth Stout

87. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 95, 96, 97, 98, 99 and 100 of the First Amended Complaint and, therefore, denies the same.

88. Upon information and belief, Alcon admits the allegations of Paragraph 101 of the First Amended Complaint that Plaintiffs Stuart and Shelby Stout wrote the Book and established the Foundation. However, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 101 and, therefore, denies the same.

89. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 102 of the First Amended Complaint and, therefore, denies the same.

90. Upon information and belief, Alcon admits the allegations of Paragraph 103 of the First Amended Complaint that Plaintiffs Stuart and Shelby Stout established Plaintiff MFWH. However, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 103 and, therefore, denies the same.

91. Alcon admits that MFWH hired and contracted with numerous individuals including, but not limited to, producers, writers, directors and editors. To the extent that Paragraph

104 of the First Amended Complaint is alleging anything more than this, Alcon denies the allegations of Paragraph 104 and demands strict proof thereof.

92. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 105 of the First Amended Complaint and, therefore, denies the same.

Representations Regarding the Making of the Film

93. Alcon admits so much of the allegations of Paragraphs 106 and 107 of the First Amended Complaint as allege that MFWH hired and contracted with numerous individuals including, but not limited to, producers, writers, directors and editors. To the extent that Paragraphs 106 and 107 of the First Amended Complaint are alleging anything more than this, Alcon denies the allegations of Paragraphs 106 and 107 and demands strict proof thereof.

94. Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 108 of the First Amended Complaint and, therefore, denies the same.

95. Alcon specifically denies the allegations of Paragraph 109 of the First Amended Complaint to the extent Plaintiffs allege Alcon hired Charles Martin Smith ("C.M. Smith") to direct the Film. As to the remaining allegations of Paragraph 109, Alcon is without personal knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 109 and, therefore, denies the same.

96. Alcon denies the allegations of Paragraph 110 of the First Amended Complaint that allege Wegner was an Executive Vice President at Alcon in 2017 and demands strict proof thereof. Alcon states and avers that Wegner has not been employed by Alcon since 2014, and at no time during the events of the First Amended Complaint did he serve as an agent of Alcon with apparent

or actual authority to bind Alcon. As to the remaining allegations Paragraph 110, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

97. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 111, 112, 113, 114 and 115 of the First Amended Complaint and, therefore, denies the same.

98. Alcon specifically denies the allegations of Paragraph 116 of the First Amended Complaint with respect to Plaintiffs' allegation that Alcon "backed" a letter Wegner allegedly sent to Oprah and demands strict proof thereof. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 116 regarding the sending of the letter and, therefore, denies the same.

99. Alcon craves reference to the letter referenced by Plaintiffs in Paragraph 117 at Exhibit 28 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

100. Alcon craves reference to the letter referenced in Paragraph 118 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context. Alcon states and avers that it did not send the letter or make any of the representations contained therein and specifically denies the Film was an "Alcon financed" film and demands strict proof thereof.

101. Alcon denies the allegations of Paragraph 119 of the First Amended Complaint and demands strict proof thereof.

102. Alcon admits, upon information and belief, so much of Paragraph 120 of the First Amended Complaint as alleges Val Hill and Yale Badik and/or entities associated with them were

involved in financing the Film or attempting to do so, but Alcon is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 120.

103. Alcon denies the allegations of Paragraph 121 of the First Amended Complaint to the extent they imply Alcon made representations to Plaintiff upon which they relied. However, Alcon admits so much of the allegations of Paragraph 121 that it received some chain of title documents from Plaintiff and began negotiating with Plaintiffs regarding Alcon assuming a distribution role in the Film project contingent upon Plaintiff's clean chain of title, among other contingencies. Alcon specifically denies the allegations of Paragraph 121 of the First Amended Complaint that at that time in May or June 2017 Alcon began negotiating any agreements with Plaintiffs related to the Film and demands strict proof thereof.

104. Alcon admits so much of the allegations of Paragraph 122 of the First Amended Complaint as alleges that in or around June 2017 MFWH provided some chain of title documents to Alcon. As to the allegations that Alcon made offers to cast members or what the chain of title documents "led to," Alcon denies the allegations and demands strict proof thereof.

105. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 123 of the First Amended Complaint and, therefore, denies the same.

106. Alcon specifically denies the allegations of Paragraph 124 of the First Amended Complaint that Wegner and/or Hill were "representatives" of Alcon and demands strict proof thereof. Alcon states and avers that Wegner and/or Hill were not agents of Alcon with any apparent or actual authority to bind Alcon. Alcon is without knowledge or information sufficient to form a belief as to the truth of remaining allegations in Paragraph 124 and, therefore, denies the same.

107. To the extent the allegations of Paragraph 125 of the First Amended Complaint are directed to Alcon, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

108. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 126, 127, 128 and 129 of the First Amended Complaint and, therefore, denies the same.

109. Alcon craves reference to the press release and tabloid articles referenced by Plaintiffs in Paragraph 130 at Exhibits 29, 30 and 31 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context. Alcon states and avers that by the time period referenced, it had been made clear to Plaintiffs that Alcon had passed on producing or financing the Film, did not agree to finance the Film, and that its only role in the Film would be and was as a potential distributor.

110. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 131 of the First Amended Complaint and, therefore, denies the same.

111. Alcon craves reference to the budget referenced by Plaintiffs in Paragraph 132 at Exhibit 32 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

112. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 133 of the First Amended Complaint and, therefore, denies the same.

113. Alcon denies so much of the allegations of Paragraph 134 and subsections (a) thorough (e) that allege or imply Alcon made any representations to Plaintiffs that the Film "was

funded and starting production." To the extent the allegations regarding any alleged representations are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 134, subsections (a) through (e) and, therefore, denies the same. As to the remaining allegations of Paragraph 134 and subsections (a) through (e), Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 134, subsections (a) through (e), and, therefore, denies the same and, to the extent the allegations imply that Alcon or its employees or agents made representations to bind them, Alcon denies and demands strict proof thereof.

114. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 135 and 136 of the First Amended Complaint and, therefore, denies the same.

115. Alcon craves reference to the letter referenced by Plaintiffs in Paragraph 137 at Exhibit 33 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context.

116. To the extent the allegations of Paragraph 138 of the First Amended Complaint are directed to Alcon, Alcon denies the allegations therein and demands strict proof thereof. Alcon states and avers that it did not "shut down the production." To the extent the allegations of Paragraph 138 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

FIRST CAUSE OF ACTION
(Fraud-All Plaintiffs against all Defendants)

117. Answering the allegations in Paragraph 139 of the First Amended Complaint, Alcon references all of the proceeding and succeeding responses of their Answer and incorporate them herein by the reference as though fully set forth herein.

118. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 140 of the First Amended Complaint and, therefore, denies the same.

119. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 141 of the First Amended Complaint and craves reference to the contents and context of the writing referred to by Plaintiff therein. Upon information and belief, Alcon admits the allegations of Paragraph 141 to the extent Plaintiffs allege that Hill agreed to finance the Film.

120. Alcon is without knowledge or information sufficient to form a belief as to the allegations of Paragraph 142 of the First Amended Complaint regarding Hill's representations to Plaintiffs concerning the Film. However, upon information and belief, Hill and/or entities associated with Hill worked to finance the Film. To the extent the allegations of Paragraph 142 imply that Alcon would "make" and/or finance the Film, Alcon denies the allegations of Paragraph 142 and demands strict proof thereof.

121. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 143 of the First Amended Complaint and, therefore, denies the same and demands strict proof thereof. To the extent Paragraph 143 alleges Alcon "would produce" the Film, Alcon denies the allegations and demands strict proof thereof.

122. With respect to the allegations of Paragraph 144 of the First Amended Complaint, Alcon admits that it approved a press release to issue on or about February 26, 2018 and that the Press Release related to the "Hope's Wish" film project. Alcon denies the allegations of Paragraph 144, including subparts (a) through (e), of the First Amended Complaint that are directed against it as to the content of said press release, except that the press release did make the following

statements, among others: "Los Angeles-based finance and production company Torridon/16:14 will finance, and produce with Alcon Entertainment, continuing the two entity's collaboration that began with *Blade Runner 2049*. Walden Media and Steven P. Wegner will produce along with Val Hill and Yale Badik of Torridon/16:14. Alcon's Kosove and Johnson will executive produce. The film will be released by Warner Bros. via Alcon's output deal with the studio. Laurie Collyer (*Sherrybaby*) will direct the film which begins production on April 9, 2018 in Charlotte, North Carolina. Alcon craves reference to the press release referenced by Plaintiffs in Paragraph 144 , including subparts (a) through (e), for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context. Alcon states and avers that it did not agree to finance the Film and that its only role in the Film was as a potential distributor. To the extent the allegations of Paragraph 144, including subparts (a) through (e), are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, denies the same.

123. Alcon denies the allegations of Paragraphs 145, 146, 147, 148, 149 and 150 of the First Amended Complaint and demands strict proof thereof.

124. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 151 of the First Amended Complaint and, therefore, denies the same.

125. Alcon craves reference to the email referenced by Plaintiffs in Paragraph 152 of the First Amended Complaint for the contents thereof and complete context thereof and denies any allegations inconsistent with such contents and proper context. Alcon states and avers that it never agreed to finance and/or produce the Film and that its only role in the Film was as a potential distributor, contingent upon a clean chain of title, among other contingencies.

126. Alcon denies the allegations of Paragraph 153 of the First Amended Complaint and demands strict proof thereof. Alcon states and avers that it never made false representations to Plaintiffs regarding its potential role in the Film, which was as a possible distributor contingent upon clean chain of title, among other contingencies.

127. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 154 of the First Amended Complaint and, therefore denies the same.

128. Alcon denies the allegations of Paragraph 155 of the First Amended Complaint to the extent Plaintiffs allege Alcon had any involvement in the formation or ownership of Wish to Give Production, LLC. Alcon admits so much of the allegations of Paragraph 155 as allege that the only role Alcon played in the Film was as a potential distributor.

129. Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 156 of the First Amended Complaint that are directed against it and, therefore, denies the same. To the extent the allegations of Paragraph 156 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

130. Alcon denies the allegations of Paragraphs 157 and 158 of the First Amended Complaint that are directed against it and demands strict proof thereof. To the extent the allegations of Paragraphs 157 and 158 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

131. Alcon denies the allegations of Paragraph 159 of the First Amended Complaint that are directed against it and demands strict proof thereof. To the extent the allegations of Paragraph

159 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

132. Alcon denies the allegations of Paragraph 160 of the First Amended Complaint that are directed against it and demands strict proof thereof. To the extent the allegations of Paragraph 160 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

133. Alcon denies the allegations of Paragraph 161 of the First Amended Complaint that are directed against it and demands strict proof thereof. To the extent the allegations of Paragraph 161 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

SECOND CAUSE OF ACTION
(Negligent Misrepresentation-All Plaintiffs and All Defendants)

134. Answering the allegations in Paragraph 162 of the First Amended Complaint, Alcon references all of the proceeding and succeeding responses of their Answer and incorporates them herein by the reference as though fully set forth herein.

135. Alcon denies the allegations of Paragraphs 163, 164, 165, 166, 167 and 168 of the First Amended Complaint that are directed against it and demands strict poof thereof. To the extent the allegations of Paragraphs 163, 164, 165, 166, 167 and 168 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

THIRD CAUSE OF ACTION
(Unfair & Deceptive Trade Practices-All Plaintiffs against all Defendants)

136. Answering the allegations in Paragraph 169 of the First Amended Complaint, Alcon references all of the proceeding and succeeding responses of its Answer and incorporates

them herein by the reference as though fully set forth herein.

137. Alcon denies the allegations of Paragraphs 170, 171, 172 and 173 of the First Amended Complaint that are directed against it and demands strict poof thereof. To the extent the allegations of Paragraphs 170, 171, 172 and 173 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

138. Alcon denies the allegations of Paragraph 174, including subparts (a) through (e), of the First Amended Complaint and demands strict proof thereof.

139. Alcon denies the allegations of Paragraphs 175 and 176 of the First Amended Complaint that are directed against it and demands strict poof thereof. To the extent the allegations of Paragraphs 175 and 176 are directed against others, Alcon is without knowledge or information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

FOURTH CAUSE OF ACTION
(Unjust enrichment- Hirsch and Alcon)

140. Answering the allegations in Paragraph 177 of the First Amended Complaint, Alcon references all of the proceeding and succeeding responses of their Answer and incorporates them herein by the reference as though fully set forth herein.

141. Alcon denies the allegations in Paragraphs 178, 179, 180, 181 and 182 of the First Amended Complaint and demands strict poof thereof.

PRAYER

142. Answering Plaintiffs' Prayer for Relief, including subparts 1 through 8, Alcon denies that Plaintiffs suffered any injury or incurred any damages, including treble and/or punitive damages, by any act or omission committed by Alcon as alleged in the First Amended Complaint for fraud, negligent misrepresentation, unfair or deceptive trade practices and/or unjust

enrichment. Alcon further denies that Plaintiffs are entitle to any pre-judgment and/or post-judgment interest and costs and attorneys' fees. Alcon denies that Plaintiffs are entitled to relief under any theory by means of the allegations set forth in the First Amended Complaint.

FOR A SECOND DEFENSE
(Failure to Allege Facts Sufficient to Constitute a Cause of Action)

143. The causes of action in the First Amended Complaint, taken in the light most favorable to Plaintiffs, comprise only summary allegations, lack sufficient factual detail, and fail to allege facts with sufficient particularity to state claims against Alcon and should, therefore, be dismissed. As such, Plaintiffs are entitled to no relief because the allegations of the Complaint fail to state a claim upon which relief can be granted pursuant to North Carolina Rules of Civil Procedure, Rule 12(b)(6).

FOR A THIRD DEFENSE
(Contributory Negligence)

144. Alcon would show the Court that Plaintiffs' injuries, if any, were solely caused by Plaintiffs' own careless, negligent, grossly negligent, reckless and willful conduct which therefore bars any recovery from Alcon.

FOR A FOURTH DEFENSE
(Unclean Hands)

145. Plaintiffs are barred from recovery by the doctrine of unclean hands.

FOR A FIFTH DEFENSE
(Independent, Intervening, or Superseding Cause)

146. In the alternative, any alleged damages purportedly sustained by Plaintiffs were proximately caused by the acts, errors, or omissions of others over whom Alcon had no control and for whose conduct Alcon is not liable, and as such, the acts, errors or omissions of others are the intervening, insulating, and superseding proximate cause of some or all of Plaintiffs' alleged

damages, which therefore bars, in whole or in part, any recovery from Alcon.

FOR A SIXTH DEFENSE
(Estoppel, Waiver and/or Laches)

147. Plaintiffs' claims are barred in whole or in part of the doctrines of estoppel, waiver, and/or laches.

FOR A SEVENTH DEFENSE
(Lack of Privity/Duty)

148. Plaintiffs' claims are subject to and/or are barred, in whole or in part, because of and/or due to lack of privity and/or lack of duty owed to Plaintiffs by Alcon.

FOR AN EIGTH DEFENSE
(Accord and Satisfaction)

149. Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

FOR A NINTH DEFENSE
(Payment, Settlement, Release)

150. To the extent Plaintiffs have received certain payments pertaining to the alleged facts that are the subject of the First Amended Complaint, which payments were accepted by Plaintiffs in exchange for a release of liability, Plaintiffs' claims may be barred in whole, or at least in part, by the doctrines of payment, settlement, and/or release.

FOR A TENTH DEFENSE
(Conduct Not Unfair or Deceptive)

151. The First Amended Complaint and each of its alleged causes of action are barred because Alcon's business practices as alleged were not unfair or deceptive within the meaning of N.C. Gen. Stat. §§ 75-1.1 *et seq.* or any other applicable statute.

FOR AN ELEVENTH DEFENSE
(Lack of Injury/ Damages)

152. Plaintiffs have not suffered any injury and/or legally cognizable damages as a result

of any alleged acts and/or omissions by Alcon (which are denied) in their First Amended Complaint.

FOR A TWELFTH DEFENSE
(No Proximate Cause)

153. Plaintiffs' damages, if any (which are denied), were the result of their own actions and/or inactions and not the proximate result of any actions or inactions of Alcon, barring recovery herein.

FOR A THIRTEENTH DEFENSE
(Intervening Acts)

154. The damages alleged by Plaintiffs, which are denied, were proximately caused by an unforeseeable, independent, concurring, intervening, and/or superseding event(s) or instrumentalities beyond the control of and unrelated to any actions or conduct of Alcon.

FOR A FOURTEENTH DEFENSE
(No Justiciable Controversy)

155. Plaintiffs' causes of action fail to identify any justiciable controversy.

FOR A FIFTEENTH DEFENSE
(Failure to Mitigate Damages)

156. The damages sustained by Plaintiffs, if any, were proximately caused and occasioned by their failure to exercise reasonable care to minimize the damages allegedly sustained, and therefore, the doctrine of mitigation of damages acts as a bar to Plaintiffs' claims for damages in this case.

FOR A SIXTEENTH DEFENSE
(Punitive Damages Unconstitutional)

157. Any claims for exemplary or punitive damages violate Defendant's rights under the First, Fifth, Sixth, Eighth and Fourteenth Amendments to the United States Constitution and analogous provisions of any applicable State Constitutions or statutes.

FOR A SEVENTEENTH DEFENSE
(No Attorney's Fees)

158. Plaintiffs are not entitled to an award of attorney's fees on any alleged claims and, therefore, Plaintiffs should be barred from any such recovery in this action.

FOR AN EIGHTEENTH DEFENSE
(Unjust Enrichment)

159. Plaintiffs' claims are barred by the doctrine of unjust enrichment.

FOR A NINETEENTH DEFENSE
(No Misrepresentation/Omission)

160. Plaintiffs' claims are barred in whole or in part by the absence of any material misrepresentations or omissions made by Alcon to Plaintiffs upon which Plaintiffs could have reasonably or justifiably relied.

FOR A TWENTIETH DEFENSE
(Scienter Not Plead)

161. Plaintiffs have failed to show Alcon had the requisite scienter to allege the heightened pleading standard for fraud.

FOR A TWENTY-FIRST DEFENSE
(No Reliance or Right to Rely)

162. Plaintiffs' claims are barred in whole or in part by Plaintiffs' lack of reliance on any alleged representations made by Alcon (which are denied) and/or because Plaintiffs lacked the right to rely on such alleged representations.

FOR A TWENTY-SECOND DEFENSE
(No False/Material Representations)

163. Alcon made no false or material representations or any representations with knowledge of the representation's falsity or reckless disregard for the truth or falsity of such representation and without the intent that Plaintiffs should act on any alleged representations.

FOR AN TWENTY-THIRD DEFENSE
(Justification)

164. Plaintiffs' claims are barred in whole or in part because, to the extent Alcon engaged in any of the alleged acts or omissions, it did so with justification.

FOR A TWENTY-FOURTH DEFENSE
(No Ratification/Authorization)

165. Some or all of Plaintiffs' claims against Alcon are barred because the alleged conduct complained of by Plaintiffs was done by persons or entities other than Alcon and, at all times, said persons or entities were acting without the consent, authorization, knowledge, and/or ratification of Alcon with regard to the acts as alleged in the First Amended Complaint.

FOR A TWENTY-FIFTH DEFENSE
(No Actual or Apparent Authority)

166. Some or all of Plaintiffs' claims against Alcon are barred because the alleged conduct complained of by Plaintiffs was done by persons or entities lacking the actual and/or apparent authority to bind Alcon.

FOR A TWENTY-SIXTH DEFENSE
(Illegal Act)

167. Plaintiffs were involved in an illegal act in procuring funds to finance the Film, which resulted in Plaintiffs' inability to provide a clear chain of title, and therefore, Plaintiffs' claim for damages are not the result of any act and/or omission by Alcon.

FOR A TWENTY-SEVENTH DEFENSE
(No Contract – No Offer and Acceptance, No Consideration)

168. Some or all of Plaintiffs' claims against Alcon are barred because the alleged conduct complained of by Plaintiffs are contractual in nature, but which alleged contract is unenforceable, as Plaintiffs and Alcon only engaged in negotiations and there was no offer and acceptance, no consideration, and/or no meeting of the minds.

FOR A TWENTY-EIGHTH DEFENSE
(Violation of North Carolina's Frivolous Claims Act, N.C. Gen. Stat. Ann. § 1D-45)

169. Plaintiffs' lawsuit is frivolous and not grounded in fact, warranted by existing law, and/or a good faith argument for extension of existing law and its purpose in bringing this action is insincere.

FOR A TWENTY-NINTH DEFENSE
(Lack of Personal Jurisdiction)

170. This Court does not have personal jurisdiction over Alcon. Therefore, pursuant to N.C. R. Civ. P. 12(b)(2), this Court must dismiss this cause of action as against Alcon.

FOR A THIRTIETH DEFENSE
(Offset)

171. Any recovery by Plaintiffs, must be reduced or offset by amounts Plaintiffs have received or will receive from others for the same damages claimed in the First Amended Complaint, the liability for which is denied by Alcon.

FOR A THIRTY-FIRST DEFENSE
(Good Faith and Fair Dealing)

172. Some or all of the alleged conduct complained of by Plaintiffs is contractual in nature. Alternatively, to the extent there was a contract, which Alcon denies, Plaintiffs violated the implied covenant of good faith and fair dealing.

FOR A THIRTY-SECOND DEFENSE
(Prior Breach)

173. As an alternative defense, some or all of the alleged conduct complained of by Plaintiffs in the First Amended Complaint is contractual in nature, but which alleged contract is unenforceable and impossible to perform, as Plaintiffs materially breached the contract prior to its inception, and therefore, any alleged non-performance by Alcon was excusable.

FOR A THIRTY-THIRD DEFENSE
(Reservation of Right to Assert Additional Defenses)

174. Alcon reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

FOR A THIRTY-FOURTH DEFENSE
(Incorporation of Defenses Raised by Others)

175. Alcon hereby refers, incorporates and adopts as its own the defenses of any other Defendant as they are or may be applicable to it.

COUNTERCLAIMS

Defendant (hereinafter, "Counter-Claimant" or "Alcon"), brings the following counterclaims against Plaintiffs Stuart Stout, Shelby Stout (collectively, "the Stouts"), Jonah Hirsch ("Hirsch"), and MFWH Productions, LLC ("MFWH") (collectively, "Counter-Defendants").

NON-EXHAUSTIVE LIST OF RELEVANT PERSONS AND ENTITIES

1. Alcon is a limited liability company organized and existing under the laws of Delaware, with its principal place of business in Los Angeles County, California.

2. Andrew Kosove ("Kosove") and Broderick Johnson ("Johnson") are the Co-CEO's of Defendant/Counter-Claimant, Alcon.[2]

3. Upon information and belief, Defendant Wegner is a citizen of California. Wegner worked at Alcon until he started his own company in 2014. After leaving Alcon in 2014, Wegner served as a "first look producer" with Alcon. As a "first look producer," Wegner worked as an independent contractor through his own production company, spw Productions, LLC ("spw Productions") to locate and develop films. Under his agreement with Alcon, Wegner contracted to give Alcon a "first look" at film projects meeting certain contractually identified qualifications,

[2] The Court dismissed Kosove and Johnson as Defendants from Plaintiffs' First Amended Complaint on February 25, 2021.

which in turn permitted Alcon to potentially acquire certain rights and/or roles in the film project. Under the terms of the "first look" agreement, if a film project identified by Wegner contractually qualifies, then Alcon has the right, but not the obligation, to elect to negotiate to acquire certain rights in the film project. Alcon also have the right to pass on such a film project, in which case Wegner may then take the project to other companies. However, at no time relevant hereto was Wegner employed by Alcon, nor did he act as an agent with the actual or apparent authority to bind Alcon.

4. Upon information and belief, spw Productions is a Delaware company with its principal place of business in California, which was registered in 2014. Wegner is the owner and CEO of spw Productions. Wegner often signs his emails "spw" or "spw Productions."

5. As alleged in Plaintiffs' First Amended Complaint, Hirsch is a citizen of the State of California.

6. As alleged in Plaintiffs' First Amended Complaint, the Stouts are citizens and residents of Union County, North Carolina.

7. As alleged in Plaintiffs' First Amended Complaint, MFWH is a limited liability company, organized and existing under the laws of North Carolina, with its principal place of business in Mecklenburg County, North Carolina. As alleged in Plaintiffs' First Amended Complaint, the Stouts created MFWH as a vehicle to create the Film.

8. Upon information and belief, Hirsch is a former Wall-Street investment banker who worked at both Morgan Stanley and Bank of America. Hirsch holds himself out to be an experienced business person.

9. Upon information and belief, since leaving the financial sector, Hirsch has spent the last fifteen years making independent films, and Hirsch holds himself out to be an experienced

film producer.

10. Upon information and belief, Fixed Point Films, LLC is a North Carolina limited liability company formed in 2004, which has since been dissolved. Upon information and belief, Hirsch was the managing member and/or owner of Fixed Points Films, LLC.

11. Upon information and belief, Hirsch understands the term Chain of Title (interchangeably referred to as "COT" or "Chain of Title") as it relates to the film industry.

12. Upon information and belief, Hirsch understands that a broken, defective, or clouded COT could preclude, frustrate, or even retroactively negate the transfer of rights of the rightsholder in a film project to, others, including studios, television networks, production companies, or distributors.

13. Upon information and belief, since at least 2010 Hirsch has been working with the Stouts to raise investments and make the Film.

14. Upon information and belief, Hirsch provides film industry production guidance and expertise to the Stouts and MFWH.

15. Upon information and belief, Hirsch, the Stouts and MFWH communicate on a regular basis.

16. Upon information and belief, the Stouts understand the term "Chain of Title" as it relates to the film industry.

17. Upon information and belief, the Stouts understand that a broken, defective, or clouded COT could preclude, frustrate, or even retroactively negate the transfer of rights of the rightsholder in a film project to, others, including studios, television networks, production companies, or distributors.

18. Upon information and belief, March Forth With Hope Foundation, Inc. (a/k/a)

March Forth With Hope Foundation (hereinafter the "Foundation"), is a North Carolina non-profit entity. Stuart Stout serves as the President and Treasurer. Shelby Stout serves as the Vice President and Secretary. The Foundation's website is https://marchforthwithhope.com/.

19. Upon information and belief, Hope Stout, LLC is a North Carolina limited liability company formed in 2005 that is currently dissolved. At some point in time prior to the events giving rise to this action, Hope Stout, LLC was formed to develop, finance, and participate in the production and exploitation of a feature length motion picture. Hope Stout, LLC was either the first or second attempted vehicle used by the Stouts to make the Book into a movie.

20. Upon information and belief, Hope's Wish Production, LLC is a North Carolina limited liability company formed in 2008 that is current dissolved. At some point in time prior to the events giving rise to this action, Hope's Wish Production, LLC was either the first or second attempted vehicle used by the Stouts to make the Book into a film.

21. Upon information and belief, Bert C. Hesse and Synthetic Furs, LLC served as the manager of Hope Stout, LLC. Bert C. Hesse is a film producer.

22. Upon information and belief, Hopestoutmovie.com was a website controlled and operated by Synthetic Fur Productions.

23. Upon information and belief, the Stouts created MFWH as the third attempted vehicle to make the Film after Hope's Wish Production, LLC and Hope Stout, LLC both failed.

24. Upon information and belief, Val Hill ("Hill") is a resident and citizen of the state of California.

25. Upon information and belief, 16:14 Entertainment, Inc. ("16:14") is a California corporation, with its principal place of business in Los Angeles County, California. Hill is the CEO of 16:14.

26. Upon information and belief, Hill and 16:14 were financiers of the Film and worked to produce the Film.

27. Upon information and belief, Yale Badik ("Badik") is a resident and citizen of California.

28. Upon information and belief, Torridon Entertainment, LLC ("Torridon") is a Delaware limited liability company with its principal place of business in California. Badik is the CEO of Torridon.

29. Upon information and belief, Badik and Torridon were financiers of the Film and worked to produce the Film.

30. Upon information and belief, The Knights of Columbus is a Connecticut company with its principal place of business in Connecticut. Upon information and belief, The Knights of Columbus was an investor backing Torridon as a financier of the Film.

31. Upon information and belief, Badik (through Torridon) and Hill (through 16:14), along with their financial partners, were 100% financiers of the Film and were the producers of the Film. In all events, Alcon was not a financier of the Film in any respect.

32. Upon information and belief, Wish To Give Production, LLC ("Wish To Give Production") is a Delaware limited liability company with its principal place of business in California.

33. Upon information and belief, Wish To Give Production and Torridon both maintain the same address at 11766 Wilshire Blvd., Floor 9, Los Angeles, CA, 90025. Upon information and belief, Badik and Hill directly or indirectly owned and operated Wish To Give Production.

34. Upon information and belief, Wish To Give Production was the production company that the financiers and producers (Hill and Badik, Torridon and 16:14) used to attempt

to make the Film.

35. Upon information and belief, Wish To Give Production was the vehicle responsible for negotiating with and attempting to purchase the rights to the Film from the Stouts.

36. Upon information and belief, David Greathouse ("Greathouse") is a resident and citizen of the state of California. Greathouse has never been an employee at Alcon.

UNACCOUNTED-FOR INVESTMENTS IN THE FILM AND CLOUDED CHAIN OF TITLE

37. Upon information and belief, in or around 2006, the Stouts wrote the Book, which was published by Thomas Nelson Publishing in 2008.

38. Upon information and belief, shortly thereafter, the Stouts began seeking investors to turn the Book into a movie.

39. Upon information and belief, the Stouts raised hundreds of thousands of dollars or more from individual investors in an effort to raise money to create a movie based on the Book.

40. Upon information and belief, in 2005, the Stouts incorporated Hope Stout, LLC as a vehicle to make the Book into a film (which effort will be referred to hereinafter as the "First Film").

41. For reasons unknown to Alcon and upon information and belief, the First Film failed.

42. Upon information and belief around 2008, Stuart Stout incorporated, worked with, and assigned rights to Bert Hesse to create Hope's Wish Production, LLC as a vehicle to make the Book into a film (which effort will be referred to hereinafter as the "Second Film").

43. For reasons unknown to Alcon and upon information and belief, the Second Film failed.

44. Upon information and belief, unknown individuals and investors who assisted in

making or investing in the First and Second Films have rights to proceeds or credits to any future film or rendition based upon the Book or Hope Stout's story in general.

45. Upon information and belief, in and around 2010, Hirsch entered into an agreement with the Stouts in which Hirsch took certain rights and guarantees in the event the Book or Hope Stout's story became a film.

46. On July 8, 2010, the Hope's Wish Facebook page posted "Hope Stout, LLC has signed on with a new production company and producer. As of July 5th the film has signed on with Fixed Point Films and its owner, producer Jonah Hirsch . . . . It is our goal to start filming in Charlotte next spring with a 2011 Winter release."

47. Upon information and belief, following the First and Second Films, Counter-Defendants raised hundreds of thousands of dollars or more from unaccredited individuals and investors to again attempt to make the Book into a film.

48. Upon information and belief, those investments did not include a registered security or private placement memorandum disclosing the details of the offer.

49. Upon information and belief, all investors, including those original investors dating back to at least the First Film in 2008, now seek the return of their investments from Counter-Defendants.

50. Upon information and belief, Counter-Defendants brought this action against Alcon for the sole purpose to have Alcon pay monies so Counter-Defendants can repay their original investors.

51. Upon information and belief, Stuart Stout and MFWH Productions failed to follow state and federal securities statutes and regulations for receiving investments and/or registering investors.

52. Upon information and belief, at least as early as in 2013, the Stouts used the Foundation's website to raise additional investments and/or "donations" to fund the Film. The Foundation's website directed people "interested in investing in the movie" to contact either Hirsch or the Stouts via email.

53. The Foundation's website solicited funding from investors and stated "the movie will start production in Fall 2012," and "[t]he movie will be produced by Jonah Hirsch and Fixed Point Films."

54. Upon information and belief, in 2013 a certain board member of the Foundation resigned "because he felt the focus was all about the Film and not the intention of the foundation."

55. Upon information and belief, prior to 2013, Hirsch and the Stouts further used the website "Kickstarter.com" to raise investments from non-accredited investors to make the Book into a film (hereinafter referred to as the "2013 Kickstarter Campaign").

56. Upon information and belief, the 2013 Kickstarter Campaign set an initial goal of raising $50,000 by February 2, 2013.

57. The 2013 Kickstarter Campaign raised at least $39,107 from at least 322 individuals.

58. On February 2, 2013, after failing to reach the $50,000 goal, the creator of the Kickstarter fundraiser updated fundraiser's website with the following message: "We assure you that *Hope's Wish* will be produced despite this small setback" and further provided Stuart Stout's email address.

59. The 2013 Kickstarter Campaign seeking investors from the Internet outlined the following "risks and challenges":

> Making a motion picture isn't easy. However, from the start we recognized the need to hire the best possible talent to develop the screenplay. We have done that starting

> with Diana Ossana and Larry McMurty. While there is no guarantee that Hope's Wish will get produced, having a script written by such talented individuals will certainly help attract all the needed elements to produce this film.
>
> Setbacks can and do occur . . . it has taken us over 5 years of development to get into this position. We have overcome many obstacles and now have this project in position to be successful. Our biggest challenge may lie ahead, when the project is funded and begins to gain even more steam. One thing is certain: Our production team will not give up on this . . . we only have to look to the example of Hope Stout for our inspiration.

60. Upon information and belief, an indefinite number of investors, screenplay writers, editors, book publishers, producers, directors, and other individuals maintain rights to any potential film produced based upon the Book.

61. Upon information and belief, after the First and Second Films failed, Counter-Defendants continued to attempt to raise investments. In the process, Counter-Defendants contracted with various parties for various roles including investing, producing, directing, and drafting and editing the screenplay.

62. The unaccounted-for investments raised by Counter-Defendants in derogation of federal and state securities laws and regulations and the agreements made with individuals involved in the writing, producing, directing, acting, etc. clouded and/or impaired the COT of the Film and such cloud on the COT has existed since before Alcon began negotiations with Counter-Defendants for Alcon to distribute the Film.

63. Counter-Defendants represented to Alcon that they could provide a clear COT and/or to the extent there was a cloud on the title, Counter-Defendants represented to Alcon that they would clear up any defects in the COT.

64. Upon information and belief, the Stouts and Hirsch still owe hundreds of thousands of dollars or more to their investors.

65. Upon information and belief, without regard for their own malfeasance/illegal

actions, as early as the pre-production shutdown in April 2018, the Stouts desired and targeted that Alcon be the vehicle through which their investors would be compensated.

66. As early as the pre-production shutdown in April 2018, Stuart Stout wrote to Alcon that he "trust[ed] that my financiers who helped us keep this dream alive will get their return promised OR an even better one."

67. However, the Stouts have always been aware that they are responsible for reimbursing their investors. For example, at some time in or about 2019, the Stouts appeared on a local North Carolina radio show with Pat McCrory on WBT and made the following remarks regarding their investors:

a. Stuart Stout: Let me be clear, the money we raised for the script – which is the intellectual property we own – came from independent investors we have. And they were to be paid back.

b. Pat McCrory: Which is your responsibility.

c. Stuart Stout: Absolutely.

d. Pat McCrory: Because that is what you committed to these investors.

e. Stuart Stout: And still are.

68. Upon information and belief, the Stouts brought this action in an effort to extract money from Alcon to repay the Stouts' debts owed to their investors dating back to 2005, and the Stouts did so with the knowledge that Alcon has no obligation to pay the Stouts anything or to repay the Stouts' debts.

TIMELINE OF EVENTS FOR THE FILM

69. It was not until nearly two years after the current effort at making the Film was underway that Alcon even expressed interest in potentially being involved in the Film. While

Alcon briefly considered potentially producing and financing the Film, Alcon clearly communicated long before the events of 2018 that Alcon had passed on being a producer or financier of the Film, and was only interested in being involved with the Film as a potential distributor under Alcon's output agreement with Warner Brothers, conditioned upon, among other things, financing from another party and clean COT. As will be shown more fully herein, throughout all of the negotiations, Counter-Defendants were aware of Alcon's limited role in the Film and the conditions precedent for Alcon's involvement, and it was not until after the fact that they changed the narrative.

70. Upon information and belief, from April 2016 to June 2016, Hirsch, producer Yasmine Gazelle (Playground Pictures), Beau Iona, David Greathouse, script-editor and possible director Charlie Stratton, and Wegner began communicating in an effort to make the Film based on the Book.

71. Wegner, working under his company spw Productions and as a first look producer for Alcon, reached out to Alcon to see if they were interested in either financing, producing, or distributing the Film.

72. At that time, Alcon considered the project, but declined to be involved in the Film in any capacity.

73. Upon information and belief, on June 27, 2016, Stuart Stout emailed Make-A-Wish Foundation and explained that Hirsch was the "lead producer" making the Film and they were "very far along" in making the Film.

74. Upon information and belief on July 1, 2016, Wegner emailed Hirsch regarding using Yasmine Gazelle's contacts with potential financiers, including the Demarest Family, to find financing for the Film. In this email, Wegner told Hirsch, "I think its import [sic] we get a clear

perspective on the COT on this project, especially with regard to the previous $1.8M in sunk costs before you become involved." Wegner specifically requested Hirsch "share documentation on the assorted quit claims with regard to the initial investors. We don't want to scare people off before we get to the start line and we certainly don't want to waste anyone's time."

75. Upon information and belief, Counter-Defendants did not have quit claims with regard to the initial investors.

76. Upon information and belief on July 5, 2016, Hirsch responded to the July 1 email writing, "[i]n terms of paperwork and COT, we'd be happy to provide more info, but I think before we go far down the road on that I think its [sic] would be appropriate to formalize some kind of NDA and/or agreement with all the relevant parties who are going to see it as these are legal documents and cant [sic] float around like budgets and scripts . . . . I think for now Demarest [the potential investor at that time] knows the basics which I felt was important to share at the initial meeting . . . . The development costs and COT aren't going to send anyone packing who 'gets' the project – I think its just about finding someone who is interested in financing the 'low budget studio' version . . ."

77. Upon information and belief on July 5, 2016, Hirsch emailed Stuart Stout and Wegner to discuss a possible investor and line producer coming on board, Greathouse of Demarest. In the email correspondence, Hirsch further introduced Greathouse to Stuart Stout, who he described as "my partner in raising all the development funds and our current equity raise in NC." Later in the email thread, Hirsch stated he refused to "pour[] another $5k on the development pile so the next financier who comes along can complain about [it]." Wegner responded to Hirsch and Stuart Stout, that they "are under no obligation to hire" the person Greathouse recommended, and further stated, "**it was looking like Alcon was passing anyway**." (Emphasis added).

78. A small part of this email thread is attached as Exhibit 1 to the Plaintiffs' First Amended Complaint.

79. As early as July 2016, Counter-Defendants knew Wegner and Greathouse did not work as employees or agents with the capacity to bind Alcon, and that Alcon wanted no involvement in the Film, or at least no involvement as a producer or financier.

80. Upon information and belief, on July 26, 2016, Hirsch emailed Yasmine Gazelle, discussing her and Beau Iona's potential rights and credits in the Film. Hirsch wrote, "[T]he terms you proposed are an egregious overreach . . . . I was able to reach a fair deal with Steve [Wegner] in a matter of 10 mins." Gazelle responded that she is possibly bringing financing to fruition with partners including Demarest. Hirsch sent the chain to Stuart Stout writing "more non-sense from Yas."

81. After this email exchange, for reasons unknown to Alcon, Gazelle and her potential financiers stopped working with Counter-Defendants.

82. Upon information and belief, on August 7, 2016, Hirsch emailed Mike Lee of Independence Consulting regarding financing the Film. According to Stuart Stout, Lee was the "largest development investor" in the Film.

83. Upon information and belief, Mike Lee is a "producer" and would receive "producer credit" for any rendition of the Book into a film.

84. Upon information and belief, on August 8, 2016, Wegner emailed Hirsch and Stuart Stout regarding a meeting with Alcon. Wegner wrote, "Alcon not in position to step up to plate . . . if financing in place, fill could be put through Alcon's deal at Warner Bros."

85. Thus, as of no later than August 8, 2016, Counter-Defendants were aware that Alcon was not interested in producing or financing the Film, and its only interest in the project,

contingent upon financing and a clean chain of title, among other contingencies, would be as a distributor through Alcon's output deal with Warner Bros.

86. Upon information and belief, on February 7, 2017, Hirsch emailed Wegner and Hill regarding Lee, and noted that the Film's "largest development investor" was meeting with JGR Racing. The email also states the terms of Director Charlie Stratton's deal, which included the rights Stratton would receive if he did not direct the Film – executive producer credit and a contingent $250,000.

87. Upon information and belief, on February 24, 2017, Hirsch emailed Stuart Stout, Wegner, and Hill regarding another "round of investors we are going after." In the chain, Hirsch asked Wegner, "guessing Alcon letter mast is a no go?" to which Wegner replied, "yes, Alcon letter head is not appropriate."

88. Thus, as of February 24, 2017, Counter-Defendants knew that Alcon had zero involvement in the Film, but they wanted to exploit the tentative relationship with Alcon for financial gain to potential investors.

89. Counter-Defendants always knew Wegner was working in his individual capacity, and not as an employee or agent of Alcon with the capability to bind Alcon.

90. Upon information and belief, on March 6, 2017, Hirsch emailed Stuart Stout, Wegner, and Hill regarding another pitch to investors and wrote, "obviously there are some sensitives to need to be massaged as to how we portray Alcon, WB, cast, budget." Hirsch continued, we "definitely need to get on the same page and be presenting a consistent message to all potential investors."

91. Hirsch knew of these "sensitives" that needed "massaged" regarding the portrayal of Alcon because, at the time, Alcon was not involved in any way in the Film. If anything, it was

Counter-Defendants that wanted to inflate Alcon's role in the Film to attract more investors based upon Alcon's reputation in the industry, all the while knowing that such representations were misleading and/or false at the time they were made.

92. Upon information and belief on March 20, 2017, Hirsch communicated with Wegner regarding possible investors. Hirsch wrote "MFWH Productions owns IP. Not sure if you want to have Alcon listed here or our individual production companies." Wegner responded to Hirsch that they "need to have the formal meeting and see if we can get the Alcon machine moving in our direction." Hirsch continued to discuss investors noting, "[t]he more jazzed up we can get Stuart [Stout] out here, the harder he'll push Mike Lee and Isaac to bring their guys to the table."

93. Upon information and belief on May 5, 2017, Hirsch emailed Stuart Stout, Wegner, and Hill regarding "action items." Each "action item" is assigned to one or two individuals.

94. The first action item on the May 2017 list is "Chain of Title" assigned to SS (or Stuart Stout).

95. The second action item is "Producer Fees/Credit Obligations" assigned to JH (or Jonah Hirsch).

96. The third action item is "Development Financing/Original NC investors" and each of the five tasks are assigned to Stuart Stout and Hirsch.

97. The fourth action item is "Equity Raise/Soft Money," including discussing deal terms for new investors, and those items were assigned to VH (or Val Hill), Hirsch, Stuart Stout, and BB (or Billy Badalato).

98. Finally, one of the action items is "Distribution" including "**Formalizing Alcon's involvement**" which is assigned to Hill and Wegner. (Emphasis added).

99. Thus, as of May 17, 2017, Counter-Defendants knew that they did not have clear

COT, and knew that there was no formal agreement with Alcon.

100. Upon information and belief, on May 17, 2017, Hirsch emailed Stuart Stout, Wegner, and Hill with COT documents. Hirsch wrote, "Some of the early stuff that predated me is a little confusing." Hirsch included a number of attachments and outlined possible rights impacting the COT, including book publishing rights, option agreements from Hopes Wish, LLC (a "failed state before [Hirsch's] involvement") and further highlighted "residual payment that could be pushed" as well as an executive producer credit "to the original producer . . . that screwed this all up."

101. Hirsch's email further outlined and listed clouds and defects in the COT, to include: rights from the Stouts to MFWH, rights to prior writers, editors, screenplay writers, actors, and producer's fees and agreements, a "rewrite agreement for Jonah Hirsch," the Charlie Stratton Director and writing agreement, and "the original investor list and credit obligation list."

102. On May 18, 2017, Hill emailed Alcon co-CEOs, Broderick and Johnson to tell them that Walden Media, Hill, and Badik were financing the Film. Hill asked Alcon to distribute the Film under Alcon's agreement with Warner Brothers.

103. Upon information and belief, on May 18, 2017, Hill emailed Hirsch, Stuart Stout, Wegner, and Badalato and wrote, "Now that I have decided to finance the film there are a lot of internal moves that need my attention."

104. Upon information and belief, on May 23, 2017, Hill emailed Wegner and Badalato with the "initial investor list" "that [Hirsch] sent over." The attached email from Hirsch containing the investor list states, "[W]e believe the amounts and people to be accurate, **but have never seen any signed agreements from any of the original investors, nor have we asked.**"

105. As of May 23, 2017, Counter-Defendants were aware that problems with the COT

existed.

106. In derogation of North Carolina blue sky laws, Counter-Defendants did not know if the investor list was accurate, if the amounts invested were accurate, if the investors were provided the requisite paperwork for a security offering, or even if there were any signed agreements for the security offering, yet they continued negotiations with Alcon (and many others) anyway.

107. Upon information and belief, on May 30, 2017, Stuart Stout emailed Hirsch, Wegner, Hill, and Badalato, writing: "[T]hank you for pushing Hopes Wish to the funding finish line with Alcon and now Walden." Hill corrected Stout and "wanted to . . . make sure we are clear as a team of how we are proceeding. As of right now, I am financing the film internally with my company and partner. Steve [Wegner] and I engaged Walden to come in for 50% . . . Through my deal with Alcon we will distribute the movie with Disney or WB." Hirsch responded to Hill's email, "sounds good."

108. As of May 30, 2017, Counter-Defendants were aware of Alcon's limited role in the Film as a possible distributor, which was still contingent on clean COT.

109. Upon information and belief, on June 4, 2017, Hirsch emailed Wegner the following: "We'll get you COT memo Tuesday afternoon" and we "are on a full court press on the NC folks" regarding the original North Carolina investors signing over their rights to the Film.

110. In July 2016, Hirsch falsely represented to Wegner that he had "quit claims" with regards to the "initial investors."

111. As of June 4, 2017, Counter-Defendants knew that they did not have clear COT.

112. Upon information and belief, Counter-Defendants never were able to execute the requisite paperwork with their investors signing over the rights to the Film.

113. Upon information and belief, on June 7, 2017, Hirsch emailed Stuart Stout, Wegner, and Hill attaching additional COT documents, an attorney memorandum discussing the COT documents, and promising additional COT documents in the future.

114. Upon information and belief, on June 8, 2017, less than nine (9) days after Hill explained to Stuart Stout that he was producing and funding the Film with Walden, and Alcon was only distributing the Film, Stout knowingly and falsely wrote to David Williams of Make-A-Wish that "Alcon is now spearheading the financing and production effort."

115. Stuart Stout knew this statement to be false when he made it.

116. Upon information and belief, on June 10, 2017, Stuart Stout emailed Hirsch, Wegner, and Hill with a question regarding a second publication of the Book through Harper Collins. Hill responded and "advise[d] [Stuart] to take a beat there on book until we get the paper work cleared on our end," again putting Counter-Defendants on notice that no deal would be done regarding the Film until there was clear COT.

117. Upon information and belief, on July 27, 2017, Hill emailed Hirsch regarding the need for $1.2M to move forward with the Film and told them in no uncertain terms that "[h]aving the MFWH's development investors become whole upfront **was a non-starter from the ALCON/Financiers**." (Emphasis added).

118. Upon information and belief on August 18, 2017, Hirsch emailed Wegner, Hill, and Scott Parish (an employee of Alcon) regarding Hill's proposal for moving forward. Hirsch wrote "[o]n behalf of Stuart and Shelby Stout, Mike Lee and the other 9 development investors, the offer emailed on August 16, 2017 can not be accepted." Hirsch's email continued, "**[W]e fully understand Alcon has passed on the [F]ilm.**" (Emphasis added).

119. Counter-Defendants knew that Alcon was not a financier of the Film and, up until

at least August 18, 2017, that Alcon had "passed on the Film."

120. Upon information and belief on September 19, 2017, Wegner emailed Stuart Stout and Hirsch regarding Alcon's possible involvement in distributing the Film. Alcon requested explanations on 21 "opens items" regarding "an initial chain-of-title" analysis, illustrating that Alcon was not willing to become involved unless such COT problems were reconciled by Counter-Defendants.

121. On September 20, 2017, Hirsch responded to the Sept 19, 2017 email with Stuart Stout on the chain regarding waiver of claims by investors, "this is something we haven't started yet as its [sic] more of a strategic decision the 'right time' to begin this process. Stuart has vouched before, and i believe him 100% having met met [sic] most of these folks in person, that it won't be an issue, **but clearly we'll deliver as a condition precedent to closing of rights**." (Emphasis added).

122. Not only did Counter-Defendants know that a clean COT was pre-requisite to any agreement with Alcon, it never provided clean COT.

123. Upon information and belief on November 3, 2017, Hill emailed Hirsch and Stuart Stout the following: "Henson has committed to Hope's Wish . . . . We and Walden are very excited. We as a collective have also decided to take the movie to FOX 2000 (for distribution) . . . . **This means that ALCON will not be involved with the project. Walden and my team will finance and film and hopefully have FOX distribute globally**." (Emphasis added).

124. Stuart Stout responded to this email "outstanding outstanding outstanding."

125. Hirsch likewise excitedly responded, "Woooohoooo."

126. Upon information and belief, however, FOX 2000 ultimately declined to distribute the Film, which was acknowledged in an email from Hirsch to Wegner on November 19, 2017, in

which Hirsch wrote, "[C]razy how FOX and others say [the Film] is too small."

127. Upon information and belief, on January 19, 2018, Hill communicated with Alcon's co-CEO, Johnson, regarding Alcon's role as a distributor. Hill told Johnson, "[T]he production budget is financed, and we can backstop the P&A or cover the P&A deficient" if Alcon distributes the Film.

128. Upon information and belief, John Zabel ("Zabel") is the CEO of Media Finance Structures, LLC ("MFS"), which provides studio level executives help to staff specific film projects. Upon information and belief, Hill and Badik hired Zabel to serve as a "studio level COO/CFO" for the Wish To Give Productions and the Film.

129. Upon information and belief on February 7, 2018, Zabel emailed Badik, Hill, and Alcon representatives requesting Alcon distribute the Film and began negotiations with Alcon for Alcon to distribute the Film. The email chain discusses that the entity 2STRONG ("a newly formed production entity for Val & Yale") would be the financier and would "assum[e] all of the liabilities, reps and warranties of a financier."

130. At this time in and around February 2018, Alcon entered into negotiations to distribute the Film conditioned upon, among other things, clean COT.

131. Alcon believed the Film was "fully financed" and "green lit" by Val Hill and 16:14, and Yale Badik and Torridon.

132. Alcon's sole potential role at the conclusion of the negotiations was to be as a distributor of the Film.

133. Upon information and belief, on February 12, 2018, Hill emailed Frank Smith (an investor at Walden Media), Zabel, and Ryan Jones (an investor at Walden Media) and wrote "we are buttoning up our deal with WB/Alcon . . . . to distribute."

134. Upon information and belief, on February 21, 2018, Hill sent publicist Christine Foy of the Angellotti Company a "stat sheet" with information for Foy to draft a press release to be published by The Hollywood Reporter.

135. Upon information and belief, Foy drafted the press-release with edits from Hill and Badik. Foy gave the final copy of the press release to Borys Kit at the Hollywood Reporter on February 26, 2018.

136. Upon information and belief, immediately after The Hollywood Reporter published its article regarding the Film, Hirsch became irate that his name was not listed in the press release with a producing credit, and he began emailing several Hollywood reporters insisting his name be included.

137. Upon information and belief, on February 27, 2018, Hirsch emailed a lengthy list of demands regarding The Hollywood Reporter article. Hill wrote, "[T]his feels like a posturing play legally. Something doesn't seem right here."

138. The same day, Hirsch emailed Hill, Stuart Stout and Badik, noting the he sent over a list of questions to Alcon. Hirsch included his Producer Deal Memo and threatened "legal action" on behalf of himself and "every development investor . . . or any entity it assigns such rights to." Hirsch further threatened: "This is the last email I will personally engage with you until every major publication has run a correction about the [F]ilm including my name as a Producer. If this is not done by close of business today, I will be reaching out directly to Alcon first thing tomorrow morning to make them directly aware of this situation. And unlike the email that was sent to Steve [Wegner] earlier today first as a courtesy, no such courtesy will be extended to you."

139. Upon information and belief, on February 27, 2018, Christine Foy, the publicist who drafted the release provided to The Hollywood Reporter, emailed Hill and copied Badik and

Johnson stating, "Jonah [Hirsch] is emailing reporters directly so someone should tell him to stop."

140. The next day, on February 28, 2018, Stuart Stout sent an email to investor Mike Lee and Wegner with a draft email that he intended to send to Alcon, in which he apologized for Hirsch's demanding email regarding The Hollywood Reporter article. Stout wrote, "I just read this email from Jonah Hirsch and want to assure you we did not give our approval for this to be sent. **We are just beginning the rights and chain of title process with Val and Yale.**" (Emphasis added).

141. At all times relevant hereto, Counter-Defendants knew any deal with Alcon was in preliminary stages and contingent upon clean COT and that they were nowhere near reaching an agreement regarding Alcon's potential role as distributor.

142. At all times relevant hereto, Counter-Defendants knew that Hill and Badik (and 16:14 and Torridon) were the anticipated producers and financiers of the Film and owners of "Wish To Give Productions."

143. At all times relevant hereto, Counter-Defendants knew that Hill and Badik, through Wish to Give Productions, were the purchasers of the rights to produce the Film.

144. At all times relevant hereto, Counter-Defendants knew that Alcon's potential role in this Film was that of a potential distributor.

145. Upon information and belief, on March 3, 2018, Stuart Stout emailed Hill, Badik, Hirsch, Wegner and Lee and wrote, "Jonah will receive a producer credit and we will all receive any correspondence including updates on casting, production, financing, and documentation status (COT) to insure everything is tracking forward . . . . The assignment of rights has always been our top priority . . . ."

146. A few weeks later on March 23, 2018, Hirsch succeeded in causing industry media

sources to publish articles that did not **portray Alcon as a producer or financier of the Film**. A new Deadline Article that Hirsch helped author and approved states in its entirety:

> Queen Latifah has been set to topline Hope's Wish, an inspirational drama based on a true story from the Blade Runner 2049 team of Alcon Entertainment and Torridon/16:14, along with Walden Media. Laurie Collyer will direct the film, which begins production April 9 in Charlotte, NC.
>
> Adapted by Brokeback Mountain co-scribe Diana Ossana based on Stuart Stout and Shelby Stout's book Hope's Wish: How One Girl's Dream Made Others Come True, the true story centers on Hope Stout. When diagnosed with a life-threatening disease, the 12-year-old girl sets out on a mission to fund the wishes of 155 other children with the help of dedicated Make-A-Wish Foundation executive Toni Dubois (Latifah) and the Charlotte community.
>
> **Walden Media is set to produce alongside Steven P. Wegner, Val Hill and Yale Badik of Torridon/16:14, which will finance.** Alcon's Andrew Kosove and Broderick Johnson will executive produce. Also on board is producer Jonah Hirsch and executive producer Stuart Stout. **The film will be released by Warner Bros via Alcon's output deal.**
>
> Los Angeles-based finance and production company Torridon/16:14 and Alcon first teamed on Blade Runner 2049, which grossed $259.2M at the global box office after bowing in October. It has five Oscar nominations.
>
> Queen Latifah, who most recently starred in the hit comedy Girls Trip, is repped by CAA, Shakim Compere and Randi Michel.

(Emphasis added).

147. The media articles that Hirsch pushed provide that Alcon's only role in the Film was that of a distributor, with an executive producer credit for Alcon's Kosove and Johnson.

148. Counter-Defendants knew, at all times, that Alcon was not producing or financing the Film.

149. Upon information and belief at the same time Hirsch threatened legal action about including his name in The Hollywood Reporter article, Hill and Badik were in the process of purchasing the rights to produce the Film from the Stouts.

150. Upon information and belief, Jennifer Modglin ("Modglin") of Business Affairs,

Inc. assisted Hill and Badik (the financiers and purchasers of the rights) in acquiring the rights to the Film and assisted in attempting to clear up COT.

151. Upon information and belief, on February 21, 2018, Modglin emailed Hill, Badik, Wegner, Badalato, Steve Monas and Rob McEntergart regarding the COT for the Film and noting at least eleven (11) action items left to accomplish with regards to the chain of title, including the ratification of a number of earlier agreements by MFWH because MWFH "did not exist at the time the agreements were entered into"; "proof of payments" for several prior agreements; releases; lists of producer credits dating back to 2008; disposition of rights and obligations from prior vehicles used to make the film (Hope Stout LLC, Hopes Wish Production LLC; Synethic Furs); a prior judgment from a competing entity; rights from book deals; and rights from investors.

152. Upon information and belief, several days later on February 27, 2018, Modglin sent an additional email regarding chain of title and possible clouds in the rights. Hill responded, "[T]he assignment of rights does not burden us with old contracts, correct?"

153. Upon information and belief, on March 10, 2018, Modglin sent an email to Hill and Badik regarding the COT and an option agreement drafted by the Stouts' attorneys. Hill responded that the Stout's and MFWH's proposed agreement is "an over reach."

154. Upon information and belief on March 15, 2018, a union representative at IATSE inquired to the producers about the Bert Hesse debt of $87,000 for his involvement in the first or second attempt to make the film.

155. Upon information and belief, on the same day, Hirsch responded to the email regarding the debt and sent the email to Stuart Stout and Mike Lee writing "Stuart, I'd share with Ashley [Stuart Stout's attorney] in the AM and my guess is she can handle this or she can have a labor attorney deal with this. In my experience, you have to play hardball back at first, but then

offer them up the concept of holding any money due to Bert Hesse or any company he is affiliated with regarding HW into an escrow account. Beyond that, no way we, the Production, or anyone other than Bert Hesse et. al. should be paying for this."

156. Hirsch continued, "I'm sure this the first of other folks raising there [sic] hand looking for a payout and we just gotta knock them down one by one."

157. Upon information and belief, Hirsch and Stout knew that multiple individuals and entities would claim a right to some type of money, funds, or credit regarding any film about the Book because of their prior deals and dealings in the decade before attempting to make this Film.

158. Upon information and belief, on March 16, 2018, Hill emailed Wegner and Hirsch regarding Wish To Give's Assignment of Rights and Option Deal with MFWH Productions. The email notes that the Director's Guild of America "has a $200,000 judgment lien on the prior production (either the First or Second attempts to make the movie), and the SAG is owed a similar amount" totaling "$480kish." Hill writes, "We (Wish to Give Production) can't bare this. And unfortunately this falls on Stuart because he is the connective link."

159. Upon information and belief, Hirsch responded to Hill's March 16, 2018 email and stated, "Yes, this shouldn't be on the production – digging in now with Stuart."

160. Upon information and belief on March 17, 2018, Stuart Stout emailed his attorney, Ashley Durbin, and copied Hirsch with additional COT documents. Ashley forwarded the information to Hill and Badik's representatives. Hill and Badik's representatives noted "looks like some of these may include profit participations. That's a lot of investors."

161. Upon information and belief on March 19, 2018, Hirsch emailed producers and financers Hill and Badik and wrote, "I think it would be a very good idea for the three of us (Hirsch, Hill, and Badik) to have a call or in person meeting tomorrow. Between some fo [sic] the

comments from your lawyers on the option, to what is going on on the ground in Charlotte, there is an increasing nervous [sic] by everyone on my side that I believe needs to be addressed immediately before it takes root and creates bigger issues."

162. Upon information and belief, on March 22, 2018, Stuart Stout wrote to Hill and Badik with a list of demands and stated, "[I]t certainly appears that we only have a few final hurdles to overcome and **now it is up to the three of us to close this rights assignment** . . . . there has to be a huge amount of trust from all parties involved – trust from your investors not to lose their money, trust from my advisors on the legal aspects of the deal [regarding chain of title], . . . **trust that my financiers who helped us keep this dream alive will get their return promised OR an even better one.**"

163. Upon information and belief, Hill commented on Stout's proposal saying, "[n]ow [Stuart Stout] wants [Hill and Badik] to pay the option payment before we close the option. This is getting ridiculous."

164. Stuart Stout knew that Hill and Badik were the financiers and producers of the Film as evident by his March 22, 2018 email seeking trust from Hill and Badik that their investors will not lose their money.

165. Upon information and belief, Hill and Badik, through Wish to Give Production, never entered into an option agreement with the Stouts or MFWH Production to purchase the rights to make the Film.

166. On March 29, 2018, Alcon advanced Wish to Give Production around $1,000,000 in the form of a bridge loan to assist Wish to Give Production in paying pre-production debts (the "Bridge Loan").

167. At that time, Alcon believed the Film was fully funded by producers and financiers

Hill and Badik (and their partners).

168. Upon information and belief, on April 6, 2018, Hirsch's representatives emailed a list of demands to representatives of Hill and Badik regarding the transfer of rights.

169. Upon information and belief, Hirsch's representatives wrote: "I am not sure that a phone call at this time would serve any productive purpose. Mr. Hirsch has a signed, enforceable contract [with Stout/MFWH over the rights]. He agreed, in good faith, to attempt to negotiate a contract under which he would give up certain rights under the original contract. Given your [Hill and Badik's] rejection of a significant portion of Mr. Hirsch's response to the proposed 'new contract,' **it appears that the parties will not reach an agreement** that will replace Mr. Hirsch's original contract." (Emphasis added). The email continued with a list of demands from the financiers (backing Hill and Badik) including movie credits, compensation for giving up his entities' movie credits, creative control over the Film, a guarantee, and legal fees and costs paid to Hirsch by the financiers.

170. Upon information and belief, on April 7, 2018, Hill's representatives responded to Hirsch's demands as follows: "As [Hirsch] has now made it clear that the parties will not reach an agreement on the proposed amendment to Jonah's contract, it will not be possible to satisfy the Conditions Precedent in the unexecuted Rights Option Purchase Agreement relating to the Picture. **This will therefore constitute notice on behalf of Wish to Give Production LLC that all negotiations concerning the Rights Option and Purchase Agreement with MFWH Productions, LLC** and related agreements, including the side letter thereto, are hereby terminated, and **all preparations for production of the Picture have been shut down, effective immediately**." (Emphasis added).

171. Upon information and belief, the same day, April 7, 2018, pre-production of the

Film shut down.

172. Upon information and belief, pre-production shut down resulting in hundreds of thousands of dollars or more in shutdown costs because Counter-Defendants could not reach an agreement with Hill and Badik, not because of any action by Alcon.

173. Alcon entered into a Confidential Termination and Release Agreement with producers Hill and Badik regarding the pre-production shutdown costs (the "Termination and Release Agreement").

174. The agreement provided, among other things, that Alcon would pay for the pre-production shut down costs and forgo the Bridge Loan in exchange for Hill releasing certain rights over a prior film projects, which are entirely unrelated to this Film.

175. The agreement also provided that Alcon would agree to extinguish any and all rights to reimbursement of the Bridge Loan, and also provided that the Wish To Give entities, and Hill, Badik, 16:14, Torridon and their associated entities would not make claims against the Film (subject to very limited exceptions), including no claims for any turnaround charges.

176. In other words, the Bridge Loan and Termination and Release Agreement that Alcon entered into with certain producers and financiers of the Film were to the benefit of Counter-Defendants because Alcon did not place a lien on the rights (like the previous Bert Hesse lien) or seek to recover its loan to producers, and further negotiated for the release for the benefit of Plaintiffs of turnaround charges and other potential claims that the Wish To Give entities, and Hill, Badik, 16:14, Torridon and their associated entities might have made against Plaintiffs.

177. Without Alcon's actions, it is possible that events related to the failed project would have further clouded the COT. Therefore, the unreimbursed costs paid by Alcon related to the shutdown of pre-production were to the benefit of MFWH, the Stouts, and Hirsch.

178. The following day on April 8, 2018, Stuart Stout made a plea to Alcon to continue with the Film. Stout wrote that "the financiers for Hope's Wish pulled financing after 8 weeks of pre-production." He continued that he understood Alcon had a "distribution slot" to distribute the Film. He noted that he and his "largest financier" Mike Lee have not signed their rights to the Film away and therefore would like to enter negotiations for Alcon to purchase the rights.

179. Thus, up to and including April 8, 2018, which includes the date on which pre-production shutdown, Counter-Defendants were aware that Alcon's only potential role was as a distributor and wanted to enter further negotiations with Alcon.

180. Counter-Defendants continued to attempt to create the Film by requesting Alcon become the financier and producer of Hope's Wish 2.0. Around late April 2018, Alcon and Counter-Defendants began communicating about Counter-Defendants' desires for a Hope's Wish 2.0.

181. Upon information and belief, on May 15, 2018, Stuart Stout emailed Alcon, copying Hirsch and other investors with multiple demands and noting that Alcon has "stepped in and spent money to mitigate the damages in Charlotte." Stout continued, "Val Hill and Yale Badik made repeated false statements about funding being solid and both assured us 'nothing was stopping this movie.'"

182. Alcon, in good faith, communicated amicably and professionally with Counter-Defendants Stuart Stout and Hirsch despite their hostile, threatening, and demanding emails.

183. Throughout the May to December 2018 period, Alcon made various offers to assist Plaintiffs, but always made clear that it was not obligated to finance a "Hope's Wish" film and declined to commit to do so.

184. By late 2018 or early 2019, Stuart Stout and Hirsch began writing false emails and

accusations regarding Alcon and its executives to executives, investors, media in Charlotte, media in Los Angeles, and other individuals.

185. For example in May 2019, Charlotte Observer reporter, Theoden Janes, noted that the Stouts were "eager" for the Charlotte Observer to run a story containing "inaccurate" information about Alcon.

186. The Charlotte Observer contacted Alcon and relayed the inaccurate information as stated by Counter-Defendants; and Alcon corrected the misinformation with a comment.

187. Upon information and belief, after the Charlotte Observer article was published, Counter-Defendants were displeased with the story and continued writing and contacting reporters with false and defamatory statements against Alcon and its executives.

188. In addition in June 2019, the Stouts, again, sought media attention from Spectrum News 1, in Charlotte, NC. The Spectrum News 1 article contains multiple falsehoods.

189. At some time in 2019, the Stouts appeared on a local North Carolina radio show with Pat McCrory and made numerous falsehoods and statements regarding Alcon and the Film. These defamatory oral statements contained numerous falsehoods, including but not limited to, accusing Alcon of taking on and embracing the story of the Film, financing and producing the Film, being fully responsible and culpable for the April 2018 shut down and cessation of filming in Charlotte, and essentially skipping town, leaving Counter-Defendants bewildered and left to clean up the mess left behind by Alcon.

190. On November 28, 2019, Hirsch emailed The Hollywood Reporter copying, among others, Wegner, Warner Brothers, Stuart Stout, and Alcon executives, in an effort to encourage The Hollywood Reporter to publish an article disparaging Alcon. Hirsch made many false and disparaging accusations against Alcon. In addition, Hirsch threatened legal action to Alcon

executives in the email he wrote to The Hollywood Reporter. Hirsch mentions he has recently spoken to other news organizations recanting the false accusations made against Alcon.

191. The November 28, 2019 email contained various falsehoods and misrepresentations.

192. Hirsch's 2019 email makes no mention of Hill, Badik, Torridon, 16:14, Knights of Columbus, or any of the prior attempts to make the film.

193. Upon information and belief, Counter-Defendants have entered a release with non-parties to this suit.

194. Val Hill's legal counsel noted that the release Counter-Defendants sent to Hill, Badik, and Wegner "is drafted properly, showing that the Stouts and others received valid consideration in exchange for [Hill, Badik and Wegner's] releases."

195. In addition, Hirsch and Stuart Stout attempted to make the Film with entirely unrelated parties, including Brad Krevoy (the Fifth attempt).

196. Brad Krevoy claimed to be have been working on Hope's Wish for the past few months and reached out to Wegner and Alcon in an effort to track down a clean COT and requested a "legal release" from Alcon. Alcon responded that it had no rights to the Film and is not claiming rights to the Film and, therefore, a release from Alcon would not be necessary.

197. Upon information and belief, Counter-Defendants have either settled or signed a global release regarding the Film with at least Badik, Hill, Torridon, 16:14, and possibly other parties including, but not limited to, the Knights of Columbus, and that in connection with that agreement, Counter-Defendants have already received compensation.

198. Upon information and belief, after months of defamatory statements, threats of running to the media, and threats of litigation, the Counter-Defendants knowingly and intentionally

filed this baseless lawsuit in an attempt to collect money from Alcon to repay prior investors.

FIRST COUNTERCLAIM
(Fraudulent Inducement – Alcon v. the Stouts, Hirsch, and MFWH)

199. Alcon realleges paragraphs 1 through 198 above and incorporates the same as though fully set forth herein.

200. As set forth in the Counter-claim herein, prior to entering into any negotiations with Alcon regarding a potential role for Alcon in making the Film, upon information and belief, Counter-Defendants raised investments from non-accredited investors without following proper state and federal securities statutes and regulations, crowd-sourced money from dozens of small investors without following state and federal securities statutes and regulations, and attempted to make the Book into a movie on at least two previous occasions, during which they signed agreements with an untold number of writers, producers, investors, editors, directors, and other individuals, all of which clouded the COT to the Film.

201. At all times relevant hereto, during which Counter-Defendants and Alcon were negotiating regarding Alcon's participation in the Film as a distributor, Counter-Defendants knew that the Film's chain of title was defective.

202. However, to induce Alcon to contract with them and to use their output deal with Warner Brothers to distribute the Film, Counter-Defendants falsely represented to Alcon that the COT regarding the intellectual property for the Film was clear and/or made assurances that it would be cleared up. Further, after the COT issues became apparent to Alcon at a later stage in the negotiations, Counter-Defendants misled Alcon regarding the steps it was taking to clean up the COT by falsely claiming, among other things, that they had obtained releases or quit claim deeds from the "original investors" to further induce Alcon to stay involved in the Film.

203. At the time Counter-Defendants made the representations to Alcon over the course

of the negotiations, Counter-Defendants knew such representations regarding the COT were false and/or they were made in reckless disregard to their truth or falsity, yet Counter-Defendants advanced them as a positive assertion for the sole reason to induce Alcon to distribute and/or otherwise financially back Counter-Defendants' production of the Film. Further, Counter-Defendants knew they had a duty to disclose and/or were recklessly indifferent regarding such duty to disclose the true facts concerning the COT and their true intentions to Alcon.

204. Counter-Defendants' false representations were made and/or the concealment was done fraudulently, with the intent to deceive, with the purpose of inducing Alcon to forego further investigation and with no intention of fulfilling said Counter-Defendants' own obligations and duties promised or represented.

205. At all times relevant hereto, Alcon did not know that the representations by Counter-Defendants were false, and justifiably relying on the false representations, Alcon offered Counter-Defendants a distribution deal based upon their output contract with Warner Brothers and/or otherwise expended substantial resources in pursuit of distributing the Film. Further, once Alcon became aware of the falsity of Counter-Defendants' representations, Alcon was forced to incur additional significant costs in order to not only attempt to clean up the COT, but further keep the deal alive due to the substantial resources it had already expended during the negotiations.

206. Such reliance on the representations regarding COT by Counter-Defendants was reasonable.

207. Upon information and belief, a reason that the Film production was shut down by third-parties and the Film did not get made was due to Counter-Defendants' defective COT and their lies and falsehoods pertaining thereto.

208. Such conduct by Counter-Defendants was intentional and deceptive.

209. As a direct and proximate result of Counter-Defendants' fraudulent conduct, Alcon was injured to its detriment in an amount exceeding $25,000 and to be proven at trial.

SECOND COUNTERCLAIM
(Negligent Misrepresentation – Alcon v. Hirsch, the Stouts and MFWH)

210. Alcon realleges paragraphs 1 through 209 above and incorporates the same as though fully set forth herein.

211. Counter-Defendants never held clean COT to the rights of the Film and knew such fact prior to engaging with Alcon in negotiations for Alcon to distribute the Film.

212. However, at all times relevant hereto, Counter-Defendants represented to Alcon that they either had and/or would be able to obtain a clear COT over the rights to the Film.

213. Such representations regarding the COT were false and/or made without reasonable care.

214. Counter-Defendants owed Alcon a duty of care to relay truthful information to Alcon during the negotiations.

215. Counter-Defendants breached their duty owed to Alcon by falsely and/or negligently representing they had and/or could obtain a clear COT.

216. Alcon justifiably relied on Counter-Defendants' representations to its detriment, in that Alcon expended significant resources both in negotiating with Counter-Defendants based upon their false representations and/or attempting to clear up the COT defects once it became aware of such defects in the COT at a late point in the negotiations. Thus, Alcon was damaged in in an amount exceeding $25,000 and to be proven at trial.

THIRD COUNTERCLAIM
(North Carolina Unfair or Deceptive Business Trade Practices Act – G.S. 75-1.1, et seq. – Alcon v. Hirsch, the Stouts, MFHW)

217. Alcon reallages paragraphs 1 through 216 above and incorporates the same as

though fully set forth herein.

218. Counter-Defendants have willfully committed unfair, unscrupulous, oppressive, immoral, unethical, and substantially injurious acts or practices in furtherance of their business by:

a. violating North Carolina Blue Sky laws in seeking and collecting investments from unaccredited investors without following the legal reporting requirements of state and federal securities statutes and regulations;

b. crowd-sourcing investments and/or donations to the Foundation from dozens of unaccounted-for small investors without following state and federal securities statutes and regulations; and

c. engaging in deceptive marketing of the Film to producers, financiers, distributors, investors and others both within and outside of North Carolina with the promise of delivering a clear chain of title, when such promise was and is an impossibility.

219. Counter-Defendants conduct was in commerce and/or affected commerce and is, upon information and belief, still occurring.

220. Such conduct as alleged herein was unfair and deceptive.

221. Counter-Defendants' fraudulent and deceptive conduct proximately caused actual injury to Alcon and Alcon's business and business reputation in an amount exceeding $25,000 and to be further proven at trial.

222. Accordingly, Alcon is entitled to recover compensatory and treble damages due to Counter-Defendants' willful fraudulent and deceptive conduct and attorneys' fees and costs based upon any recovery under the Act.

FOURTH COUNTERCLAIM
(Conspiracy/ Facilitating Fraud – Alcon v. Hirsch, the Stouts, and MFWH)

223. Alcon reallages paragraphs 1 through 222 above and incorporates the same as though fully set forth herein.

224. Counter-Defendants, in some way or manner, or through some contrivance, came to an agreement to defraud Alcon as set forth herein.

225. Counter-Defendants committed overt tortious acts in furtherance of their unlawful agreement to defraud Alcon and facilitated the wrongful acts against Alcon, as set forth herein.

226. As a result of the conspiracy and facilitation of fraud by, between, and among Counter-Defendants, Plaintiff has been injured and damaged in an amount in excess of $25,000 and further to be proven at trial.

FIFTH COUNTERCLAIM
(Violation of N.C. Gen. Stat. § 1D-45 – Frivolous or Malicious Action; Alcon v. Hirsch, the Stouts, and MFWH)

227. Alcon reallages paragraphs 1 through 226 above and incorporates the same as though fully set forth herein.

228. Counter-Defendants' First Amended Complaint is not grounded in fact and is not warranted by existing law.

229. The claims in Counter-Defendants' First Amended Complaint lack legal sufficiency, factual sufficiency, or proper purpose and Counter-Defendants' prayer for damages, including punitive damages, are frivolous and unwarranted.

230. Counter-Defendants know or should have known the claims and damages against Defendants were frivolous and/or malicious.

231. The following non-exhaustive list of allegations in the First Amended Complaint are blatantly false and/or misleading:

a. that Wegner was an employee or agent of Alcon;

b. that Greathouse was an employee or agent of Alcon;

c. that Hill was an employee or agent of Alcon;

d. that Alcon's role in the Film was to be anything more than a possible distributor;

e. that Alcon had any involvement in the financing of the Film;

f. that Alcon had any involvement in the production of the Film;

g. that Alcon was responsible for any shutdown during pre-production of the Film;

h. that Alcon was responsible for hiring/firing any person involved in the Film;

i. that any employee and/or agent of Alcon ever "green lit" the Film;

j. that any employee and/or agent of Alcon had any involvement in the formation, ownership, or operation of Wish To Give Production, LLC; and

k. that Alcon paid Counter-Defendants any funds to settle outstanding claims and/or pay salaries.

232. Such assertions are false and, upon information and belief, Counter-Defendants in fact knew and are still aware the following with regard to such assertions:

a. that Wegner was not an employee or agent of Alcon;

b. that Alcon's sole role in the Film was as a possible distributor;

c. that Alcon never agreed to finance and/or was not financing the Film;

d. that Alcon never agreed to produce and/or was not producing the Film;

e. that any deal between Counter-Defendants and Alcon was contingent upon a clean chain of title and full financing from third party;

f. that no deal could ever be reached because the COT was defective, a fact of

which Counter-Defendants were fully aware before they entered into negotiations with Alcon;

g. that Alcon was neither involved in any way, nor did it cause the pre-production shut down in April 2018;

h. that Counter-Defendants caused the pre-production shut down in April 2018 and the eventual cessation of this attempt to make the Film;

i. that Alcon never paid Counter-Defendants to bail out any production of the Film; and

j. that Counter-Defendants have released all legal claims against the third-party producers and financiers of the Film but still owe outstanding debts to their original investors whom they cannot afford to pay.

233. As a result of Counter-Defendants' frivolous and baseless lawsuit, Alcon has suffered damages including, but not limited to, the attorneys' fees and costs incurred in defending this lawsuit in an amount exceeding $25,000 and to be proven at trial.

SIXTH COUNTERCLAIM
(Abuse of Process – Alcon v. Hirsch, the Stouts, MFHW)

234. Alcon realleges paragraphs 1 through 233 above and incorporates the same as though fully set forth herein.

235. Counter-Defendants have an ulterior motive to achieve a collateral purpose not within the normal scope of a regular civil action, in that Counter-Defendants have filed this frivolous action without a genuine legal basis in order to obtain information about Alcon's finances and financial backing; force Alcon to pay them through fear of further legal entanglement; and/or to gain an unfair or illegal advantage over Alcon.

236. Upon information and belief, Counter-Defendants are using this civil process in an

effort to obtain monetary funds from Alcon to pay back their investors and other outstanding debts they incurred in their various attempts to make the Book into a film prior to Alcon's involvement, with the full knowledge that Alcon has no responsibility to Counter-Defendants for such payments and/or debts.

237. Thus, such act in bringing this action by Counter-Defendants constitutes the malicious misuse or misapplication of legal process after its issuance in order to accomplish a purpose not warranted or commanded by such process.

238. As a direct and proximate result of Counter-Defendants' abuse of legal process, Alcon has been and continues to be injured, in an amount exceeding $25,000 and to be proven at trial.

SEVENTH COUNTERCLAIM
(Slander *Per Se* – Alcon v. Hirsch, the Stouts, MFHW)

239. Alcon realleges paragraphs 1 through 238 above and incorporates the same as though fully set forth herein.

240. Upon information and belief, at all times relevant hereto, individual Counter-Defendants Hirsch and the Stouts were employees and/or agents of Counter-Defendant MFHW and were acting within the scope of their employment and/or responsibilities and duties when they encouraged, procured, authorized and permitted the publication and republication of the misleading and false defamatory oral statements about Alcon, or otherwise took part in the publication and republication of the slander. MFHW is therefore legally responsible for the conduct of the individual Counter-Defendants.

241. In or about May 2019, Counter-Defendants the Stouts made defamatory oral statements to a reporter at the Charlotte Observer regarding an article they hoped would run in the Charlotte Observer containing numerous falsehoods regarding Alcon's role in the Film.

242. Upon information and belief, in or about June 2019, similar such false and untrue defamatory oral statements were made to a reporter at Spectrum News 1 regarding Alcon's role in the Film.

243. At some other point in 2019, Counter-Defendants the Stouts made defamatory oral statements when they appeared on the Pat McCrory Radio Show on WBT.

244. These defamatory oral statements contained numerous falsehoods, including but not limited to, accusing Alcon of taking on and embracing the story of the Film, financing and producing the Film, being fully responsible and culpable for the April 2018 shut down and cessation of filming in Charlotte, and essentially skipping town, leaving Counter-Defendants bewildered and left to clean up the mess left behind by Alcon.

245. These defamatory oral statements impeached Alcon in its trade, business or profession and otherwise impugned Alcon's professional reputation and subjected Alcon to public contempt or disgrace.

246. These defamatory oral statements constituted slander *per se*.

247. These defamatory oral statements were materially misleading and false.

248. Counter-Defendants knew these defamatory oral statements were materially misleading and false at the time they were said.

249. Counter-Defendants encouraged, procured, authorized and permitted these materially misleading and false oral defamatory statements about Alcon to be made to the reporter and on the radio show and otherwise took part in the publication of the slander.

250. Counter-Defendants encouraged, procured, authorized and permitted an audio recording containing these materially misleading and false oral defamatory statements about Alcon to be posted and thereby republished on their website where it remains at present, or otherwise

took part in the re-publication of the slanderous statements.

251. Counter-Defendants acted willfully and/or negligently, with knowledge that the defamatory oral statements were materially misleading and false, and/or in reckless disregard for the truth of the statements, when they encouraged, procured, authorized and permitted these misleading and false oral defamatory statements to be made about Alcon, or otherwise took part in the publication and re-publication of the slander.

252. It was reasonably foreseeable to Counter-Defendants that the conduct set forth above would cause substantial prejudice and damage to Alcon.

253. Upon information and belief, Counter-Defendants intended to cause substantial prejudice and damage to Alcon by encouraging, procuring, authorizing and permitting, or otherwise participating in the publication and republication of the materially misleading and false defamatory oral statements about Alcon.

254. Upon information and belief, Counter-Defendants acted with actual malice, spite and ill will towards Alcon.

255. The conduct by Counter-Defendants as set forth above proximately caused and continues to cause substantial damage to Alcon, including but not limit continued damage to Alcon's professional reputation and standing in an amount in excess of $25,000 to be further proven at the trial of this matter.

EIGHTH COUNTERCLAIM
(Defamation/Libel *Per Se*– Alcon v. Hirsch, the Stouts, MFWH)

256. Alcon realleges paragraphs 1 through 255 above and incorporates the same as though fully set forth herein.

257. Upon information and belief, at all times relevant hereto, individual Counter-Defendants Hirsch and the Stouts were employees and/or agents of Counter-Defendant MFHW

and were acting within the scope of their employment and/or responsibilities and duties when they encouraged, procured, authorized and permitted the publication of the misleading and false defamatory written statements about Alcon, or otherwise took part in the publication of the libel. MFHW is therefore legally responsible for the conduct of the individual Counter-Defendants.

258. On or about November 28, 2019, Counter-Defendant Hirsch sent an email to a film industry insider and professional contact of Alcon, Ashley Cullen, a reporter for *The Hollywood Reporter*, which contained defamatory and false statements about Alcon and further encouraged Ms. Cullen to publish an "exclusive" article based upon the numerous falsehoods claimed by Counter-Defendant Hirsch in the email.

259. These defamatory written statements impeached Alcon in its trade, business or profession and otherwise impugned Alcon's professional reputation in the film industry.

260. These defamatory written statements constituted libel *per se.*

261. The defamatory written statements were materially misleading and/or false.

262. Counter-Defendant Hirsch knew or reasonably should have known that these defamatory written statements were materially misleading and/or false at the time they were written.

263. Counter-Defendants encouraged, procured, authorized and permitted these materially misleading and false defamatory written statements about Alcon to be written or otherwise took part in the publication of the libel.

264. Counter-Defendants acted negligently, with knowledge that the defamatory written statements were false, and/or in reckless disregard for the truth of the statements, when they encouraged, procured, authorized and permitted these misleading and false defamatory written statements about Alcon to be written and otherwise took part in the publication of the libel.

265. It was reasonably foreseeable to Counter-Defendants that the conduct set forth above would cause substantial prejudice and damage to Alcon.

266. Upon information and belief, Counter-Defendants intended to cause substantial prejudice and damage to Alcon by encouraging, procuring, authorizing and permitting, or otherwise participating in the publication of the materially misleading and false defamatory written statements about Alcon.

267. Upon information and belief, Counter-Defendants acted with actual malice, spite and ill will towards Alcon.

268. The conduct by Counter-Defendants as set forth above proximately damage to Alcon, including but not limit damage to Alcon's professional reputation and standing within the film industry in an amount in excess of $25,000 to be further proven at the trial of this matter.

NINTH COUNTERCLAIM
(Punitive Damages – Alcon v. Hirsch, the Stouts and MFWH)

269. Alcon realleges paragraphs 1 through 268 above and incorporates the same as though fully set forth herein.

270. The acts of Counter-Defendants, as alleged above, were fraudulent, malicious, willful and wanton as a matter of law, and evidenced actual malice and a reckless disregard for and indifference to the rights of Alcon.

271. Such fraudulent, malicious, willful and wanton acts alleged above proximately caused the injuries suffered by Alcon, and Alcon is entitled to recover punitive damages against Counter-Defendants in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Defendant Alcon prays the Court for the following relief:

1. For an Order from the Court denying Plaintiffs' prayer for relief in its entirety,

dismissing the First Amended Complaint with prejudice and entering judgment in favor of Alcon and against Plaintiffs/Counter-Defendants.

2. That the Court render judgment against Plaintiffs/Counter-Defendants on Alcon's claims for fraudulent inducement, negligent misrepresentation, unfair and deceptive trade practices, conspiracy/facilitating fraud, initiating a frivolous and malicious civil action, abuse of process, slander *per se*, libel *per se*, jointly and severally, and award Alcon its compensatory damages in an amount in excess of $25,000 to be proven at trial;

3. For treble damages pursuant to N.C. Gen. Stat. Ann. § 75-16;

4. For punitive damages against all Defendants;

5. For pre-judgment and post-judgment interest as provided by law;

6. For all costs and attorneys' fees incurred by Alcon;

7. That this matter be tried before a jury on all issues so triable; and

8. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

Chase C. Keibler, NC Bar No. 55831
NEXSEN PRUET, LLC
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Columbia, South Carolina 29201
Phone: 803.540.2187 / Fax: 803.727.1453
ckeibler@nexsenpruet.com

Attorney for Defendant
Alcon Entertainment, LLC

March 29, 2021
Charlotte, North Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **ANSWER TO FIRST AMENDED COMPLAINT and COUNTERCLAIM** to which this certificate is attached was duly served on Plaintiff and Defendants in accordance with the provisions of Rule 5 of the North Carolina Rules of Civil Procedure by today depositing it in the United States Mail, first-class postage prepaid, addressed as follows:

Ty K. McTier, Esquire
David G. Redding, Esquire
2907 Providence Road, Suite 303
Charlotte, North Carolina 28211
Tmctier@reddingjones.com
dredding@reddingjones.com
Counsel for Plaintiffs

S. Frederick Winiker, III
Winiker Law Firm, PLLC
435 East Morehead St.
Charlotte, NC 28202
swiniker@winikerlaw.com
Counsel for Steven Wegner

This 29th day of March, 2021.

Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: 803.540.2187/Fax: 803.727.1453
ckeibler@nexsenpruet.com

Attorney for Defendant
Alcon Entertainment, LLC

EXHIBIT 3

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG	IN THE GENERAL COURTS OF JUSTICE DISTRICT COURT DIVISION 20-CVS-5891
STUART STOUT, an individual; SHELBY STOUT, an individual; JONAH HIRSCH, anindividual; and MFWH PRODUCTIONS, LLC, a North Carolina limited liability company, Plaintiffs, v. ALCON ENTERTAINMENT, LLC, a Delaware limited liability company; ALCON MEDIA GROUP, LLC, a Delaware limited liability company; ANDREW KOSOVE, an individual; BRODERICK JOHNSON, an individual; WALDEN MEDIA, LLC, a Delaware limited liability company and STEVEN WEGNER, an individual, Defendants.	**PLAINTIFF STUART STOUT'S RESPONSES TO DEFENDANT ALCON ENTERTAINMENT, LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO PLAINTIFF STUART STOUT**

NOW COMES Plaintiff Stuart Stout ("Plaintiff" or "Mr. Stout"), by and through counsel, responding to Defendant Alcon Entertainment, LLC's First Set of Interrogatories and Requests for Production to Plaintiff (the "Requests") as follows:

GENERAL OBJECTIONS

1. Plaintiff objects to the Instructions, Definitions and Requests to the extent that they attempt to impose requirements beyond that required by the North Carolina Rules of Civil Procedure.

2. Plaintiff objects to the Requests to the extent that they seek the discovery of information and/or communications protected from discovery by the attorney client privilege. In the event of inadvertent disclosures, Plaintiff hereby reserves and expressly do not waive applicable privileges by such inadvertent production.

3. Plaintiff objects to the Requests to the extent that they are vague, ambiguous, overly broad, or seek information that is neither relevant to the subject matter of this litigation

nor reasonably calculated to lead to the discovery of admissible evidence.

4. Plaintiff objects to the Requests to the extent that they are unduly burdensome, or that the expense and/or effort required to provide the requested information outweighs the benefits of the information to the litigation.

5. Plaintiff objects to the Requests to the extent that the number of interrogatories, including all subparts, exceed the maximum number allowed under the North Carolina Rules of Civil Procedure.

6. "Responsive documents" or "documents responsive to this request" mean existing non-privileged documents within the possession, custody or control of Plaintiff, and which are responsive to the Requests. Any response to the Requests which indicates that Plaintiff will produce "responsive documents" or "documents responsive to this request" refers only to such documents and does not constitute a representation by Plaintiff that documents exist which are responsive to all portions of the relevant discovery request.

7. The responses to the Requests are based on information currently available to Plaintiff, and Plaintiff reserves the right to supplement, amend, and modify the responses.

8. Each of these General Objections is incorporated by reference in each answer below as if fully set forth herein.

Subject to and without waiving the foregoing objections, Plaintiff responds to the Requests as follows:

INTERROGATORIES

1. Provide Your full name, address, telephone number, date of birth and social security number.

ANSWER: Plaintiff objects to providing his social security number on grounds that it is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the stated objections, Plaintiff states as follows:

Stuart Stout, can be contacted through counsel.

2. Identify all Persons who may have knowledge regarding the allegations contained in the First Amended Complaint, or the responses set forth in the Answer and Counterclaims, and give a brief summary to inform Alcon of the facts known to or observed by such individual or provide a copy of any written or recorded statement taken from such individual.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is overly burdensome, that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product

doctrines. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff is not in possession of any written or recorded statements. The parties to this action, as well as the entities and individuals referenced in the Requests, are familiar with the facts and circumstances giving rise to the allegations in the First Amended Complaint.

3. List the names and addresses of any expert witness whom You propose to use as awitness at the trial of the case and provide the qualifications, education, and experience, which You contend qualify him/her as an expert; the field of expertise; the materials and facts used by him/her in reaching any conclusions about the issues raised in the pleadings; and a summary of the options the expert intends to testify to at trial with the basis for each opinion.

ANSWER: Plaintiff has not chosen any expert witnesses at this time. Plaintiff reserves the right to disclose the identity of any expert witness in accordance with the North Carolina Rules of Civil Procedure and within the time period for exchanging expert reports set by the Court.

4. Identify all photographs, plats, sketches, or other prepared documents in Your possession that relate to the claims or defenses in this Action.

ANSWER: Plaintiff objects to this interrogatory on grounds that Plaintiff has indicated that he will provide documents responsive to this request at a mutually agreeable time and place, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Moreover, Plaintiff objects to this interrogatory on grounds that it seeks to determine the trial strategies and mental impressions of Plaintiff's counsel.

5. Identify all individuals with whom You discussed Your claims asserted against Defendants (exclusive of Your lawyer(s), if any), including the names and addresses of such individuals, the dates of such discussions, and the contents of the communications

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, not limited in time and scope, and unduly burdensome. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff has spoken with his attorneys and other Plaintiffs regarding the claims asserted against Defendants.

6. Set forth a list of all documents which You intend to use as evidence at the trial of this case.

ANSWER: Plaintiff objects to this interrogatory on grounds that it seeks to determine the trial strategies and mental impressions of Plaintiff's counsel.

7. Set forth a list of all witnesses who You intend to call at trial, and for each, state the subject matter of that Person's anticipated testimony.

ANSWER: Plaintiff objects to this interrogatory on grounds that it seeks to determine the trial strategies and mental impressions of Plaintiff's counsel. Subject to and without waiving the stated objection, Plaintiff states as follows: Plaintiff has not determined a list of all witness he intends to call for trial.

8. Describe with particularity each element of Your alleged damages and explain how You calculated the amount of each element of those damages.

ANSWER: Plaintiff objects to this interrogatory on grounds that it seeks to determine the trial strategies and mental impressions of Plaintiff's counsel. Subject to and without waiving the stated objection, Plaintiff states as follows:

Based on correspondence from to Steve Wegner from Val Hill on August 17, 2017, the Film was projected to have a net profit of $33,055,000.00.

9. Identify any civil (including, but not limited to, litigation where damages or compensation was sought by You in relation to the making of the Film) or criminal (including any arrests) litigation to which You have ever been a party or otherwise involved and state the natureand date of the litigation; a factual summary of the claims/damages sought; Your role in the litigation; the civil action or claim number; and the outcome of any claims or litigation if You were a party thereto.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

10. Identify every Person (including any entity) which has claimed or is claiming a lien or otherwise has a financial interest in this Action, and for each, state the monetary amount of said interest as of the date of Your response and the facts and circumstances giving rise to such claim,lien or interest.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Upon information and belief, no one/entity has a lien or financial interest in this Action.

11. Identify every Person (including any entity) with whom You have reached a settlement regarding the subject matter of this Action. For each, state the date, terms and amountand identify any document evidencing the same

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

12. From January 1, 2005 through the date of Your response, identify the amount and source of all income received by You, including but not limited to, profits, fees, salary, bonuses, honoraria, wages, commissions, dividend income, interest income, director's fees, consulting fees, expert witness fees, royalties, gains from the sale of property, stock or other capital assets, rents,annuities, gifts, income from discharge of indebtedness, court settlements, donations, distributive share of partnership, or limited liability company gross income and income from an interest in anestate or trust.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

13. What is Your current monthly income from any business or non-profit entity whichpays You a salary, distribution, bonus, or other benefit.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

14. Identify by institution, account number, date opened and name of account, each and every financial account on which You have or have had signature authority since January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

15. Identify each and every credit card, whether or not corporate or individual on which You have or have had signature authority from January 1, 2005 through the date of Your response including, but not limited to, the issuing bank, credit card number, expiration date and identify all other signatories on that credit card.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

16. Identify all other debts (non-credit card) to which You are or were obligated including those for which You are or have been a signatory and/or guarantor, from January 1, 2005 through the date of Your response and state separately the name and address of the creditor orlender; the type of debt or guarantee; the balance owed as of the date of filing of this action; andthe purpose of the debt and a description of any documentation You have thereof.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

17. Identify each business and/ornon-profit entity, corporation, partnership, LLC or other business entity created or used by You in any effort to make the Film from January 1, 2005 through the date of Your response and provide its address, principal place of business, tax identification number, the date and location such entity was formed and, ifapplicable, the date upon which such entity was dissolved and reason(s) for such dissolution.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is unduly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

18. Identify every wage, reimbursement, benefit or any other funds You have received from any business or non-profit entity, corporation, partnership, LLC or other business entity created in any effort to make the Book into a film (including but not limited to Fixed Point Films,LLC) from January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

19. Provide the name and address of all accountants and/or tax preparers, attorneys, consultants, financial advisors, marketing or PR professionals, advisors and/or any other professional used in an effort to turn the Book into a film consulted by You individually or by any business and/or non-profit entity corporation, partnership, LLC or other business entity created in any effort to make the Film from January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

20. For each business and/or non-profit entity, corporation, partnership, LLC or otherbusiness entity created or used by You in any effort to make the Film through the date of Your response, identify the stockholders/partners/shareholders with exact number of shares/interest owned, and/or all past and current board members, directors, officers, managers or owners and staff from the date of such entity's formation through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is unduly burdensome, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.

21. Identify each and every loan for which You or any business or non-profit entity, corporation, partnership, LLC or other business entity You used or created in any attempt to make the Book into a film applied for and/or received, together with any other loans applied for or renewed in Your name or the name of any business or non-profit entity created in any attempt to make the Book into a film, and/or any other applicable financial relief applied for by You individually or by any such business or non-profit entity.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

22. Identify by name and address every Person who invested in any effort to make the Film from January 1, 2005 through the date of Your response, and identify every contract and/or other agreement executed by any such investor in the Film.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, and unduly burdensome. Further the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

23. Identify by name and address every potential investor and/or any Person from whom You solicited investments, donations, or any money related to any effort to make the Filmfrom January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, and unduly burdensome. Further the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

24. For each investor and/or any other Person or entity having an interest in the Film from January 1, 2005 through the date of Your response, state their respective interest in the Film and provide the amount owed and outstanding to such Person or entity as of the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, and unduly burdensome. Further the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

25. Identify any and all instances in which You registered securities You offered for sale and/or sold in the State of North Carolina from January 1, 2005 through the date of Your response and provide the date of the offering, the amount offered, and the Person to who the offerwas made and the date of registration.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, unduly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

26. Identify all advertisements, marketing and PR materials You made, used, and/or relied upon in seeking investments from any Person during any effort to make the Book into a film from January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

27. Identify any and all security filings You made with the North Carolina Secretary of State regarding all investments You sought in any effort to make the Book into a film from January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

28. Identify any exemption(s) You are claiming and/or have claimed under the NorthCarolina Securities Act, the Securities Act of 1933, the Securities Exchange Act of 1934, PublicUtility Holding Company Act of 1935, Investment Company Act of 1940, Internal Revenue Code, or any other securities statute of regulation exemption under state or federal law.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

29. Identify all communications between You and any Person (other than Alcon) You contend was financing the Film.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not limited in time or scope and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

30. Identify all contracts and/or agreements between You and any third-party or other Plaintiffs regarding the Film.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not limited in time or scope. In addition, Plaintiff objects to this interrogatory on grounds that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

31. Describe the nature of the negotiations between You and Alcon regarding the Film and identify any documents supporting Your contentions.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is unduly burdensome and not limited in time or scope. In addition, Plaintiff objects to this interrogatory on grounds that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

32. If You contend You have fulfilled Your obligations and/or performed under any alleged agreement or based upon any statement made during negotiations between Plaintiffs and Alcon, describe in detail Your performance and/or tendered performance.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, and overbroad and requests a legal opinion. Without waiving said objections, Plaintiffs tendered a clean chain of title in 2017 and continued to negotiate in good faith with Alcon before and after the press releases stating that Alcon would be financing and producing the Film.

33. If You contend that Alcon failed to comply with the terms of any agreement(s) with You, state the exact section and language of the agreement upon which You base Your contentions, and describe in complete and specific detail how Alcon allegedly failed to comply with any agreement. Attach a copy of such agreement(s) to Your Answers to these Interrogatories.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, and overbroad. Subject to and without waiving the stated objections, Plaintiff states that Alcon represented that it would be financing the film, which was backed up by Wegner's assertions that the film was green lit and fully financed. These representations unfortunately turned out to be false.

34. State what You understood Alcon's role in the Film to be and identify any documents upon which You base Your contentions.

ANSWER: Plaintiff elects to produce documents pursuant to Rule 33 of the North Carolina Rules of Civil Procedure. The relevant documents include the press releases and casting offers that will be produced in this litigation.

35. State what You understood Steven Wegner's role and/or position to be in relation to Alcon and identify the documents and/or communications upon which You rely to support Your contentions.

ANSWER: Plaintiff elects to produce documents pursuant to Rule 33 of the North Carolina Rules of Civil Procedure. Plaintiff will be producing hundreds of emails from Steve Wegner from his Alcon email address among other documents.

36. State what You understood David Greathouse's role and/or position to be in relation to Alcon and identify the documents and/or communications upon which You rely to support Your contentions.

ANSWER: Badalato was fired as production manager and Greathouse was hired by Alcon to take over production of the Film.

37. Identify the documents and/or communications upon which You rely to support Your contention in the First Amended Complaint that Alcon was responsible for shutting down the Film in April 2018 due to lack of funding.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, overbroad, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff elects to produce documents pursuant to Rule 33 of the North Carolina Rules of Civil Procedure.

38. State whether at the time that You were negotiating with Alcon regarding the Film, Alcon made misrepresentations to You regarding any material fact concerning Alcon's proposedrole in the Film and/or failed to make a full disclosure regarding its proposed role in the Film at the time. If yes,

a. State what material fact was misrepresented to You or not fully disclosed to You;

b. Set forth the date upon which such misrepresentation/failure to make full disclosure was made to You;

c. Identify each person present when the misrepresentation/nondisclosure was madeto You and each document related thereto;

d. State whether You undertook any independent investigation of such facts/nondisclosures made to You and identify who was involved m such investigation and any document related to such investigation; and

e. Describe in detail any action You undertook in reliance upon Alcon's statements/nondisclosures to You regarding its proposed role in the Film, if any.

ANSWER: Plaintiff objects to this interrogatory on grounds that they are vague, ambiguous, and overbroad. Further, many of the representations are in email form and are being produced pursuant to Rule 33 of the North Carolina Rules of Civil Procedure. Subject to and without waiving the stated objections, Plaintiff states as follows:

a. State what material fact was misrepresented or not fully disclosed.

RESPONSE: The press release as mentioned previously as well as multiple representations by Steve Wegner concerning the fully financed and green lit nature of the film.

b. Set forth the date upon which such misrepresentation/failure to make full disclosure was made

RESPONSE: February 2018 regarding the press releases. Further, the representations by Steve Wegner that the film was fully financed and green lit. These statements occurred around January/February of 2018.

c. Identify each person present when the misrepresentation/nondisclosure was made and each document related thereto;

RESPONSE: Whoever issued or approved the press releases and failed to correct any false information and Steve Wegner.

d. State whether any employee and/or agent of MFWH undertook any independent investigation of such facts/nondisclosures and identify who was involved in such investigation and any document related to such investigation;

RESPONSE: Mr. Stout asked Mr. Weger if the film was fully financed and Mr. Wegner said to look around at the sets that were in place in Charlotte, NC and see that the film was financed.

e. Describe in detail any action undertaken in reliance upon Alcon's statements/nondisclosures regarding its proposed role in the Film, if any.

RESPONSE: Plaintiff MFWH, the Stouts and Mr. Hirsch relied heavily on the representations that Alcon was financing the film and that regardless of who was financing the film that the Film was green lit and fully financed.

39. Identify the author of the Press Release and where the information in it came from and identify any documents upon which You rely in support of Your contentions.

ANSWER: Plaintiff objects to this interrogatory on grounds that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

40. Do You contend that that the time the Press Release was released to the public, Alcon intended to induce You to undertake any action in reliance upon such representations contained therein; if so, what are the action(s) that Alcon intended You to take, and if You did take such action in reliance upon the Press Release, what were the action(s)?

ANSWER: Plaintiff objects to this request on grounds that it seeks to determine the trial strategies and mental impressions of Plaintiff's counsel. Subject to and without waiving the stated objection, Plaintiff states as follows: Yes, Plaintiff contends that Alcon induced him to continue working on the Film.

41. State whether, after the Press Release was released to the public, You undertook any independent investigation of the representations contained therein and identify who was involved in such investigation and any document related to such investigation.

ANSWER: After the press releases were issued, Plaintiffs contacted Alcon and wondered why they were issuing the press release without owning the rights to the Film and without even running the press release past any plaintiff. Defendants kept the facts hidden about the press release and have up to the present day.

42. Identify the documents and/or communications upon which You rely to support Your contentions in Paragraphs 146 and 147 of the First Amended Complaint that Alcon had a duty to disclose to Plaintiffs that the Film was not fully financed and/or that Alcon was not going to executive produce the Film.

ANSWER: Plaintiff objects to this allegation as they call for a legal conclusion. Without waiving said objection Plaintiffs are producing documents pursuant to Rule 33 of the North Carolina Rules of Civil Procedure.

43. Identify and provide the title, if known, of any representative and/or executive of Alcon who visited Charlotte during the making of the Film and/or the negotiations between You and Alcon and describe in detail the dates, itinerary and nature of such visit(s) and any representations regarding Alcon' s potential role in the Film during such visits.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is overly burdensome and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Without waiving said objection Steve Wegner made the majority of the trips on Alcon's behalf.

44. Identify all money paid by or from the Foundation towards any effort to make the Film from January 1, 2005 through the date of Your response.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague, ambiguous, overbroad, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC.

45. Do You maintain that You have a clear chain of title to the rights to the Film?

ANSWER: Plaintiff objects to this interrogatory on grounds that it is vague and ambiguous. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff has a clear chain of title to the rights to the Film.

46. Describe any effort after Alcon's involvement in the Film ceased and any current effort by You to make the Film.

ANSWER: Plaintiff objects to this interrogatory on grounds that it is not relevant, is vague, ambiguous, and not limited in time or scope.

REQUESTS FOR PRODUCTION

1. Produce all documents identified in, consulted, referenced, referenced to, relied upon or in any way used in preparing Your answers to the preceding Interrogatories served herewith.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents

responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

2. Produce all documents, records, reports, studies, or correspondence reviewed, consulted, referred to, and relied upon or in any way used in preparing the First Amended Complaint in this Action.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

3. Produce all documents, photographs, plats, sketches or other prepared documents in Your possession that relate to the claims and defenses in this Action.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines, and seeks to determine the trial strategies and mental impressions of Plaintiff's counsel. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

4. Produce all documents or things that You intend to offer in evidence or otherwise use at trial or in any hearing in this Action.

RESPONSE: Plaintiff objects to this request on grounds that it seeks to determine the trial strategies and mental impressions of Plaintiff's counsel.

5. Produce all documents that describe, state, calculate, mention or support the nature and amount of the damages You seek in this Action.

RESPONSE: Plaintiff objects to this request on grounds that it is calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines and seeks to determine the trial strategies and mental impressions of Plaintiff's counsel. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

6. Produce all documents evidencing and/or pertaining to any other legal action (criminal or civil) in which You have been a party or otherwise involved.

RESPONSE: Plaintiff objects to this request on grounds that it is not relevant, not limited in time or scope, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines.

7. Produce all documents evidencing and/or pertaining to any liens, financial interests or any other claims by any other Person with respect to this Action.

RESPONSE: Plaintiff objects to this request on grounds that it is not limited in time or scope and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines.

8. Produce all documents evidencing and/or pertaining to any settlement You have reached regarding the subject matter of this Action.

RESPONSE: Plaintiff objects to this request on grounds that it is not relevant, not limited in time or scope, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines.

9. For each expert witness You propose to use as a witness at the trial of this case, please produce the following documents:

a. A copy of the expert's up-to-date resume or curriculum vitae;

b. A copy of all documents relied upon by the expert;

c. A copy of all documents that refer to, relate to or evidence any evaluation, analyses, studies, or reports made by, tests performed by, or conclusions reached by the expert; and

d. A complete copy of the expert's file for this matter; including, but not limited to, copies of the expert's correspondence, reports, notes, drafts, diaries, photographs, sketches, and all other documents in the possession, custody or control of the expert that relate in any way to any aspect of this case

RESPONSE: Plaintiff has not chosen any expert witnesses at this time. Plaintiff reserves the right to disclose the identity of any expert witness in accordance with the North Carolina Rules of Civil Procedure and within the time period for exchanging expert reports set by the Court.

10. Produce all documents, communications, or correspondence between You and any other Plaintiff in this Action regarding making the Book into a film from January 1, 2009 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

11. Produce copies of all complete monthly statements for each and every checking, banking, savings, brokerage, money market, investment, credit union and all other financial accounts (to include all cancelled checks, monthly checking account statements, check registers, deposit slips and checkbooks) which were/are in Your name and/or over which You have signature authority, whether held jointly with another person or business or non-profit entity or in Your name alone from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not relevant, and not limited in time or scope.

12. Produce Your tax returns and all back up documentation used in preparing such returns from 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not relevant, and not limited in time or scope.

13. Produce copies of Your current full and complete credit report from each of Equifax, Experian and TransUnion.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not relevant, and not limited in time or scope.

14. For each business and/or non-profit entity, corporation, partnership, LLC or other business entity created or used in any effort to make the Film, provide all pay stubs, copies of any and all distributions, reimbursements, bonuses and/or other funds or income provided to You from each entity from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, and ambiguous. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

15. For each entity, corporation, partnership, LLC or other business entity created or used by You in any effort to make the Film, produce all documentation of payment of Your expenses or expenses for Your benefit, including personal expenses, including but not limited to, automobile expenses, travel, insurance, dining, entertainment, hotels, payment of Your credit cards, or any other such reimbursements made to You.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

16. Produce all financial statements, ledgers, monthly bank account statements, and any other documents related to funds raised (through investments and/or donations) with Your help to make the Book into a film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, and ambiguous. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

17. For each business and/or non-profit entity, corporation, partnership, LLC or other business entity created or used in any effort to make the Film or on behalf of You individually from January 1, 2005 through the date of Your response, produce copies of all applications, supporting documentation, renewal forms and/or amendments, or any other documents relating to any loan or line of credit, which You or the entity provided to any lender, bank and/or other lending institution, whether such loan or line of credit was applied for in Your name or on behalf of any entity created or used in any effort to make the Film, or whether made as guarantor for any loan or for the purchase of real estate, vehicles, equipment, personal property, investments, or in connection with an application for credit (including credit cards).

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.

18. For each business and/or non-profit entity, corporation, partnership, LLC or other business entity created or used by You in any effort to make the Film, produce **in native format** the internal financial statements, balance sheets, detailed general ledgers, federal tax returns, PP&Es, accounts receivable and any other financial documents of the entity from the date of the formation of the entity through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not limited in time and scope, and not reasonably calculated to lead to the discovery of admissible evidence.

19. For each business and/or non-profit entity, corporation, partnership, LLC or other business entity created or used by You in any effort to make the Film, produce a copy of all Quicken and/or Quick.Books or other financial software files **in native format** and data placed in such software program, including but not limited to, all check registers, ledgers, reconciliations, reports, categories, and data by category.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not limited in time and scope, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.

20. For each business and/or non-profit entity, corporation, partnership, LLC or other business entity created or used by You in any effort to make the Film, produce the complete corporate files, including but not limited to, the articles of incorporation, the operating agreements, minutes, shareholder lists and offering documents, financial contributions, ledgers, documents related to dissolution and/or winding up, or any other corporate documents kept in the ordinary course of business of such entity or nonprofit from the date of each entity/non-profit's formation through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not limited in time and scope, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.

21. Produce all documents, correspondence, communications, contracts or agreements, marketing and PR materials or any other document as and between You and any potential investors/investors or which You provided potential investors/investors in the Film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, vague, ambiguous, not limited in time and scope, and not reasonably calculated to lead to the discovery of admissible evidence.

22. Produce all documents and communications between You and the other Plaintiffs in this action related to any effort at making the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time and scope, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents

responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

23. Produce all documents, correspondence and/or communications to and/or from any investor or potential investor whom You solicited investments, donations, or any money related to any effort to make the Film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

24. Produce all documents, correspondence and/or communications in which investors are seeking repayment of their initial investments and all subsequent such documents, correspondence and/or communications regarding any such demand through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

25. Produce all contracts and/or agreements between You and any such investor in the Film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

26. Produce all contracts, agreements, and/or documents between You and any individual or entity regarding the financing, production, distribution, pre-development, advertising, legal, consulting, acting, or in any other capacity regarding work on the Film that could have a right to Film proceeds from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, not reasonably calculated to lead to the discovery of admissible evidence, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive

to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

27. Produce all correspondence or communications between You and any individual or entity regarding the financing, production, distribution, pre-development, advertising, legal, consulting, acting, or in any other capacity regarding work on the Film or that could have a right to Film proceeds from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, not reasonably calculated to lead to the discovery of admissible evidence, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

28. Produce all documents, correspondence and/or communications between You and the North Carolina Secretary of State regarding any investments in any effo1i to make the Film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

29. Produce all documents, correspondence and/or communications between You and the Securities and Exchange Commission ("SEC") regarding any investments in any effort to make the Film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

30. Produce any and all documents, correspondence and/or communications between you and the Internal Revenue Service regarding any income received, investments made, or in regard to any other action taken with respect to Your efforts to make the Book into a film from January 1, 2009 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

31. Produce all security filings You made with the North Carolina Secretary of State or Securities Exchange Commission regarding any potential investments You sought in any effort to make the Book into a film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

32. Produce all documents, correspondence, contracts or agreements between You and Alcon.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

33. Produce all documents supporting Your contention that Alcon was financing the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

34. Produce all documents supporting Your contention that Alcon was producing the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

35. Produce all documents, correspondence and/or communications between You and Alcon, You and Wegner and/or You and any third-party regarding chain of title to the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

36. Produce all documents, correspondence and/or communications related to any alleged misrepresentations and/or nondisclosures by Alcon identified by You in Your Answers to the Interrogatories.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

37. Produce all documents, correspondence and/or communications between You and any Person related to the Press Release.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

38. Produce all documents and communications between You and any Person related to the shutdown of pre-production on or about April 6, 2018.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

39. Produce all documents, correspondence and/or communications between You and Fixed Point Films, LLC.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

40. Produce all documents, correspondence, communications and agreements and/or contracts between You and Larry McMurty, Diana Ossana and any other third-party producer, director, editor, actor, screenwriter, or any other film industry profession engaged by You and/or contacted by You regarding the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

41. Produce all documents, correspondence and/or communications between You and Wish to Give Productions, LLC.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC, and calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

42. Produce all documents, correspondence and/or communications between You and Yale Badik and/or Torridon Entertainment, LLC.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

43. Produce all documents, correspondence and/or communications between You and Val Hill and/or 16:14 Entertainment, Inc.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

44. Produce all documents, correspondence and/or communications between You and Walden Media, LLC, Frank Smith, Ryan Jones or any other executive and/or investor of Walden Media, LLC.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

45. Produce all documents, correspondence and/or communications between You and any other third-party financier or potential financier of the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

46. Produce all documents, correspondence and/or communications between You and any accountants and/or tax preparers, attorneys, consultants, financial advisors, marketing or PR professionals, advisors and/or any other professional used in an effort to tum the Book into a film by You individually or by any business entity and/or non-profit created in any effort to make the Film from January 1, 2005 through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time and scope, calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

47. Produce the complete corporate files of the Foundation, including but not limited to board minutes, ledgers, bank account, credit card statements and other financial statements, tax returns, correspondence, communications, marketing materials, articles of incorporation, operating agreements, donor/solicitation/fundraising lists and records, financial contributions, and all other documents kept in the normal course of business from the date of formation through the date of Your response.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time and scope.

48. Produce all documents, communications, contracts, agreements, marketing and PR materials and financial records related to the writing and publishing of the Book.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time and scope, calls for privileged information that is protected by the attorney/client privilege and attorney work-product doctrines, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

49. Produce all documents, correspondence and/or communications between You and David Greathouse regarding the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

50. Produce all documents, correspondence and/or communications between You and Wegner and/or spw productions, LLC regarding the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

51. Produce all documents, correspondence and/or communications between You and Bert C. Hesse and/or Synthetic Furs, LLC.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

52. Produce all documents, correspondence and/or communications between You and any employee or agent of the NFL.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

53. Produce all documents, correspondence and/or communications between You and any employee or agent of NASCAR.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

54. Produce all documents, correspondence and/or communications between You and any employee or agent of the Knights of Columbus.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

55. Produce all documents, correspondence and/or communications between You and any employee or agent of Make-A-Wish Foundation.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

56. Produce all documents, correspondence and/or communications between You and Mike Lee and/or Independence Consulting.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

57. Produce all documents, correspondence and/or communications between You and Yasmine Gazelle.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

58. Produce all documents, correspondence and communications between You and Beau Iona.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

59. Produce all documents, correspondence and/or communications between You and Billy Badalato.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

60. Produce all documents, correspondence and/or communications between You and any employee or agent of Harper Collins.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

61. Produce all documents, correspondence and/or communications between You and any employee or agent of FOX 2000, Global Road and any other third-party potential distributor of the Film.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

62. Produce all documents, correspondence and/or communications between You and John Zabel and/or Media Finance Structures, LLC.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome and not limited in time or scope. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

63. Produce all documents, correspondence and/or communications between You Cristine Foy of Angelloti New Company; Borys Kit at the Hollywood Reporter; and any other reporter, press officer or employee of any tabloid or any other press or media outlet.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, not limited in time or scope and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

64. Produce all documents, correspondence and/or communications between You and any investor in which You encouraged him/her/it to contact Alcon after the pre-production shutdown and/or after Alcon's involvement in the Film ceased.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, and not limited in time or scope.

65. Produce all documents, correspondence and/or communications between You and any investor in which You encouraged him/her/it to contact Alcon after the pre-production shutdown and/or after Alcon's involvement in the Film ceased.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, and not limited in time or scope.

66. Produce any other documents, correspondence and/or communications relating to any effort by You to make a Film based upon the Book after Alcon's involvement ceased in the Film and/or any current effort by You to make a Film.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, and not limited in time or scope.

67. Produce all documents, correspondence and/or communications between You and any newspaper, television station, radio station or any other media outlet, individual or entity regarding Alcon.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, and not limited in time or scope.

68. Produce all documents, correspondence and/or communications between You and Theoden James or any employee or agent of the Charlotte Observer.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

69. Produce all documents, correspondence and/or communications between You and Katy Solt or any employee or agent of Spectrum News.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

70. Produce all documents, correspondence and/or communications between You and Pat McCrory or any employee or agent of the Pat McCrory Show.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

71. Produce all documents, correspondence and/or communications between You and Brad Krevoy.

RESPONSE: Plaintiff objects to this request on grounds that it is vague, ambiguous, not limited in time or scope, and not reasonably calculated to lead to the discovery of admissible evidence.

72. Produce any other documents, correspondence and/or communications in Your possession related to any effort to make the Book into a film from January 1, 2005 through the date of Your response not already produced.

RESPONSE: Plaintiff objects to this request on grounds that it is overly burdensome, not limited in time or scope, and that the requested information is in the possession of, known to, or otherwise equally available to Defendant Alcon Entertainment, LLC. Subject to and without waiving the stated objections, Plaintiff states as follows: Plaintiff will produce documents responsive to this request at a mutually agreeable time and place to be agreed upon by Plaintiff and Defendant.

THIS the 28th day of May, 2021.

REDDING JONES, PLLC

/s/Ty K. McTier
Ty K. McTier
David G. Redding
2907 Providence Road, Suite 303
Charlotte, North Carolina 28211
Tel: 704-900-2215
Fax: 704-973-9397
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing **PLAINTIFF STUART STOUT'S RESPONSES TO DEFENDANT ALCON ENTERTAINMENT, LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO PLAINITIFF STUART STOUT** was served upon counsel of record by depositing a copy thereof in the United States Mail, postage paid and addressed as follows:

Chase C. Keibler
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Attorney for Defendant Alcon Entertainment, LLC

S. Frederick Winiker, III
Winiker Law Firm, PLLC
435 East Morehead Street
Charlotte, North Carolina 28202
Attorney for Defendant Steven Wegner

THIS, the 28th day of May, 2021.

REDDING JONES, PLLC

/s/ Ty K. McTier
Ty K. McTier

EXHIBIT 4

STATE OF NORTH CAROLINA MECKLENBURG COUNTY	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 20 CVS 6417
STUART STOUT; SHELBY STOUT; JONAH HIRSCH; and MFWH PRODUCTIONS, LLC, Plaintiffs, v. ALCON ENTERTAINMENT, LLC; ALCON MEDIA GROUP, LLC; ANDREW KOSOVE; BRODERICK JOHNSON; WALDEN MEDIA, LLC; and STEVEN WEGNER, Defendants.	**ORDER ON DESIGNATION**

1. **THIS MATTER** is before the Court pursuant to the Determination Order issued on June 23, 2020 by the Honorable Cheri Beasley, Chief Justice of the Supreme Court of North Carolina, directing the undersigned to determine whether this action is properly designated as a mandatory complex business case in accord with N.C.G.S. § 7A-45.4(a) (the "Determination Order").

2. Plaintiffs Stuart Stout and Shelby Stout (collectively, the "Stouts"), along with their production company, MFWH Productions, LLC ("MFWH"), and executive producer Jonah Hirsch ("Hirsch") (together, the "Plaintiffs"), filed the Complaint initiating this action in Mecklenburg County Superior Court on April 24, 2020, asserting claims against all Defendants for fraud, negligent misrepresentation, and unfair and deceptive trade practices under N.C.G.S. § 75-1.1. In addition, Hirsch asserts a claim of unjust enrichment against Defendants Alcon Entertainment, LLC and Alcon Media Group, LLC (collectively, the "Alcon Corporate Defendants"). The

Alcon Corporate Defendants, Andrew Kosove, and Broderick Johnson (together, the "Alcon Defendants") were served on May 22, 2020 and deposited the Notice of Designation ("NOD") in the U.S. mail on June 22, 2020.[1]

3. This case arises out of a dispute over the termination of the production of a screenplay. After their daughter Hope died of cancer at age twelve, the Stouts wrote a book about Hope's life and created MFWH to make the book into a feature film. (Compl. ¶¶ 13, 17, 36.) Plaintiffs' claims are predicated on their allegations that they entered into negotiations with the Alcon Defendants to produce the film and were fraudulently induced by Defendants' misrepresentations to undertake certain actions to promote the forthcoming film when Defendants knew that the film would never go forward and later "shut down production on the [f]ilm, citing a lack of funding." (Compl. ¶¶ 18–25.)

4. The Alcon Defendants contend that designation as a mandatory business case is proper under N.C.G.S. § 7A-45.4(a)(5). That section permits designation if the action involves a material issue related to "[d]isputes involving the ownership, use, licensing, lease, installation, or performance of intellectual property, including computer software, software applications, information technology and systems, data

[1] In her June 20, 2020 Emergency Order, the Chief Justice of the North Carolina Supreme Court extended Emergency Directive 15 in light of the ongoing coronavirus pandemic so that "[b]eginning 1 June 2020, pleadings and other documents delivered by the United States Postal Service to the clerk of superior court shall be deemed timely filed if received within five (5) business days of the date the filing is due." Emergency Order C.J. N.C. Sup. Ct. (June 20, 2020). Because the Mecklenburg County Clerk of Superior Court received Plaintiffs' NOD on June 25, 2020, the NOD was timely filed.

and data security, pharmaceuticals, biotechnology products, and bioscience technologies."

5. In support of designation under section 7A-45.4(a)(5), the Alcon Defendants argue that this action involves "the production of a [s]creenplay" to which "MFWH has obtained all rights in and to the book titled *Hope's Wish*, and the life story rights of Stuart and Shelby Stout necessary to produce and exploit the [s]creenplay." (Notice Designation 2 [hereinafter "NOD"]; *see* Compl. ¶¶ 36–37, 41–44, 48, 52, 54.) The NOD goes on to state that the "Complaint references chain of title documents" that "demonstrate 'clean title' to the [s]creenplay" and "specifically involve the ownership, use, licensing, and performance of intellectual property." (NOD 2; *see* Compl. ¶¶ 54–55, 71(b).)

6. A close reading of the Complaint, however, reveals that Plaintiffs' claims are focused on Defendants' allegedly fraudulent conduct related to the production and funding of the film and actions taken by Plaintiffs in reliance on Defendants' misrepresentations rather than on the underlying intellectual property aspects of the book and screenplay as required under section 7A-45.4(a)(5). *See Pinsight Tech., Inc. v. Driven Brands, Inc.*, 2020 NCBC LEXIS 23, at *5 (N.C. Super. Ct. Feb. 20, 2020) (quoting *Cardiorentis AG v. IQVIA Ltd.*, 2018 NCBC LEXIS 64, at *6 (N.C. Super. Ct. June 27, 2018)) ("To qualify for mandatory complex business case designation under this section, the material issue must relate to a dispute that is 'closely tied to the underlying intellectual property aspects' of the intellectual property at issue."). In addition, Plaintiffs' fleeting references to the chain of title documents in the

Complaint are peripheral, at best, to Plaintiffs' underlying claims of fraud, negligent misrepresentation, and unfair and deceptive trade practices. As such, the Court concludes that designation under section 7A-45.4(a)(5) is improper.

7. Although the Alcon Defendants forecast that they will "present as a defense to Plaintiffs' causes of action, among other things, the significant and material issues with the [chain of title] documents provided by Plaintiff MFWH to Alcon Corporate Defendants[,]" (NOD 2), they have not filed the forecasted Answer. The Court may not consider any issues that may or may not be raised in a future pleading when determining whether designation is proper. *See Innovative Agriproducts, LLC v. Fins & Feathers' Charter & Commercial Fishing, LLC*, No. 19 CVS 361, Order on Designation at 8 (N.C. Super. Ct. Apr. 23, 2019) (unpublished) (concluding that it is improper for the Court to consider an anticipated defense for designation purposes).

8. Based on the foregoing, the Court concludes that this action shall not proceed as a mandatory complex business case under N.C.G.S. § 7A-45.4(a) and thus shall not be assigned to a Special Superior Court Judge for Complex Business Cases.

9. Consistent with the Determination Order, the Court hereby advises the Senior Resident Superior Court Judge of Judicial District 26 that this action is not properly designated as a mandatory complex business case so that the action may be treated as any other civil action, wherein the parties may pursue designation as a Rule 2.1 exceptional case with the Senior Resident Judge.

10. The Court's ruling is without prejudice to the right of any party to seek timely designation of this matter as a mandatory complex business case as provided under section 7A-45.4.

SO ORDERED, this the 30th day of June, 2020.

/s/ Louis A. Bledsoe, III
Louis A. Bledsoe, III
Chief Business Court Judge

EXHIBIT 5

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

STUART STOUT, an individual; SHELBY STOUT, an individual; JONAH HIRSCH, an individual; and MFWH PRODUCTIONS, LLC, a North Carolina limited liability company,

Plaintiffs,

vs.

ALCON ENTERTAINMENT, LLC, a Delaware limited liability company; ALCON MEDIA GROUP, LLC, a Delaware limited liability company; ANDREW KOSOVE, an individual; BRODERICK JOHNSON, an individual; WALDEN MEDIA, LLC, a Delaware limited liability company and STEVEN WEGNER, an individual,

Defendants.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
Case No. 20-CVS-6417

ORDER PARTIALLY GRANTING DEFENDANT'S MOTION TO DIMISS PLAINTIFF'S FIRST AMENDED COMPLAINT

MECKLENURG COUNTY
FILED # 143
FEB 25 2021
AT _____ O'CLOCK ____ M
BY _____
CLERK OF SUPERIOR COURT

THIS MATTER came on for hearing before the undersigned judge on November 17, 2020, upon two Motions to Dismiss Plaintiffs' First Amended Complaint—one motion filed by Defendants Alcon Entertainment, LLC, Alcon Media Group, LLC (collectively, "Alcon Corporate Defendants"), Andrew Kosove, an individual ("Kosove"), and Broderick Johnson, an individual ("Broderick") (collectively, "Alcon Defendants'") and a second motion filed by Defendant Steven Wegner, an individual ("Wegner"). The Court, having considered the First Amended Complaint and attached exhibits, as well as the memoranda, the supporting affidavits, the arguments by counsel, and the applicable law, hereby makes the following findings of fact and conclusions of law:

FACTS – 12(B)(6) MOTION

1. The Court does not make findings of fact on motions to dismiss under Rule 12(b)(6) of the North Carolina Rules of Civil Procedure, but only recites those facts included in the complaint that are relevant to the Court's determination of the Motion to Dismiss. *See, e.g., Concrete Serv. Corp. v. Inv'rs Grp., Inc.*, 79 N.C. App. 678, 681, 340 S.E.2d 755, 758 (1986).

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Thus, the following facts are drawn from the Plaintiffs' First Amended Complaint and the documents attached thereto.

2. Plaintiffs Stuart Stout ("Mr. Stout") and Shelby Stout ("Ms. Stout") are citizens and residents of Union County, North Carolina. (Am. Compl. ¶¶ 1–2). Plaintiff Jonah Hirsch ("Hirsch") is a citizen of California. (Am. Compl. ¶ 3).

3. Plaintiff MFWH Productions, LLC ("MFWH") is a limited liability company, organized and existing under the laws of North Carolina, with its principal place of business in Mecklenburg, County, North Carolina. (Am. Compl. at ¶ 4).

4. Mr. and Ms. Stout are the parents of Hope Stout ("Hope"), a minor child who died on January 4, 2004, at the age of twelve, from a rare form of cancer. (Am. Compl. at ¶ 13).

5. While Hope was being treated with chemotherapy, she raised donations for The Make-A-Wish Foundation; and after her death, further donations were secured in her name. (Am. Compl. ¶¶ at 14, 15). To honor Hope's memory after her death, Mr. and Ms. Stout wrote and published a book about her life (the "Book") and established a foundation, the March Forth With Hope Foundation, to raise money for children with cancer. (Am. Compl. ¶ 16).

6. Mr. and Ms. Stout established Plaintiff MFWH as a vehicle to make the Book into a film, "Hope's Wish" (the "Film"). (Am. Compl. ¶ 103).

7. The Film would have been made in North Carolina. (*See generally* Am. Compl.) However, the production of the Film was shut down due to lack of funding. (*See* Am. Compl. ¶ 138).

8. In their First Amended Complaint, Plaintiffs pleaded causes of actions for fraud, negligent misrepresentation, unfair trade practices against Alcon Entertainment LLC, Alcon Media Group, LLC, Andrew Kosove, Broderick Johnson, and Steven Wegner, and Plaintiff Hirsch alleged unjust enrichment against Alcon Entertainment, LLC and Alcon Media Group, LLC arising out of Defendants' alleged involvement with the shut-down of the Film due to lack of financing during pre-production. (*See generally* Am. Compl.)

Facts – 12(B)(2) Motion to Dismiss

9. Defendants Kosove and Johnson are citizens of the State of California. They are co-founders and co-CEOs of Defendant Alcon Entertainment, LLC ("Alcon Entertainment"), which, among other things, distributes films. Kosove and Johnson have California driver's

licenses, are registered to vote in California, own homes in California, and live and work in California. Kosove last visited North Carolina in 2004 to visit a racing team associated with the family film, "Racing Stripes." Johnson last visited North Carolina in 2014 to attend a basketball game – a trip entirely unrelated to this case. (Kosove Aff. ¶¶ 3 – 6, 8; Johnson Aff. ¶¶ 3 – 6, 8).

10. Alcon Corporate Defendants are limited liability companies organized and existing under the laws of Delaware, with their principal places of business in Los Angeles County, California. Defendant Alcon Media Group, LLC is purely a holding company. (Kosove Aff. ¶¶ 11, 12; Johnson Aff. ¶¶ 11, 12). It has no employees, nor has it ever had any employees. Alcon Corporate Defendants have no employees domiciled in North Carolina. Alcon Corporate Defendants have no assets in North Carolina. Alcon Corporate Defendants are not presently engaged in any activity in North Carolina. (Kosove Aff. ¶¶ 14, 16, 17; Johnson Aff. ¶¶ 14, 16, 17).

11. Defendant Steven Wegner is a citizen and resident of the State of California. Mr. Wegner is the President and owner of spw Productions, Inc., which was incorporated on June 30, 2014, under the laws of California. Thus, spw Productions, Inc. is a corporation organized and existing under the laws of California, with its principal place of business in Los Angeles, California.

12. During the relevant time period underlying the lawsuit, Wegner had several conversations with Plaintiffs in pursuit of the Film and made several trips to North Carolina in pursuit of its production.

13. Throughout the relevant time period, Wegner communicated with Plaintiffs by using an email address *@alconent.com* and held himself out as an either an employee or agent of Defendant Alcon Entertainment.

CONCLUSIONS OF LAW

I. Rule 12(b)(2)—Lack of Personal Jurisdiction

1. As a matter of law, the Court cannot exercise general personal jurisdiction over Defendants Alcon Media Group, LLC, Kosove or Johnson.

2. Regarding the exercise of specific personal jurisdiction over Defendants Alcon Media Group, LLC, Kosove and Johnson, there are insufficient minimum contacts required for the purpose of establishing subject matter jurisdiction over this lawsuit in North Carolina.

3. However, per the allegations and attachments to the First Amended Complaint, Defendants Alcon Entertainment, LLC and Wegner had sufficient contacts with North Carolina as it relates to the subject matter of this lawsuit.

II. Rule 12(b)(6)—Failure to State A Claim

4. A motion to dismiss pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure for failure to state a claim upon which relief may be granted "tests the legal sufficiency of the complaint." *Boyce & Isley, PLLC v. Cooper*, 153 N.C. App. 25, 28, 568 S.E.2d 893, 897 (2002) (citing N.C. Gen. Stat. § 1A–1, Rule 12(b)(6) (2001); *Fuller v. Easley,* 145 N.C. App. 391, 397–98, 553 S.E.2d 43, 48 (2001)). "When ruling on a motion to dismiss, the trial court must take the complaint's allegations as true and determine whether they are sufficient to state a claim upon which relief may be granted under some legal theory." *Id.* (internal quotation marks and alterations omitted) (citation omitted). "When documents are attached to and incorporated into a complaint, they become part of the complaint and may be considered in connection with a Rule 12(b)(6) motion without converting it into a motion for summary judgment." *Lester v. Francis*, 199 N.C. App. 572, 577, 681 S.E.2d 858, 862 (2009) (citation omitted). However, while "it is true that the allegations of plaintiff's complaint are liberally construed and generally treated as true, *the trial court can reject allegations that are contradicted by the documents attached, specifically referred to, or incorporated by reference in the complaint.*" *Id.* (emphasis added).

5. "Dismissal under Rule 12(b)(6) is proper when one of the following three conditions is satisfied: (1) the complaint on its face reveals that no law supports the plaintiff's claim; (2) the complaint on its face reveals the absence of facts sufficient to make a good claim; or (3) the complaint discloses some facts that necessarily defeats the plaintiffs claim." *Wood v. Guilford Cnty.*, 355 N.C. 161, 166, 558 S.E.2d 490, 494 (2002) (citation omitted).

6. Taking the allegations of the First Amended Complaint as true, and upon consideration of the allegations contained therein and arguments made by counsel at the hearing on this matter, this Court dismisses the Fourth Cause of Action as to Defendant Wegner, but denies the Motions to Dismiss as to the causes of action pleaded against Defendant Alcon Entertainment, LLC and the remaining causes of action pleaded as to Wegner. As discussed at the hearing, because this Court dismissed Defendant Kosove, Johnson, and Alcon Media Group, LLC, for want of personal jurisdiction, this Court makes no finding regarding the motions to dismiss for failure to

state a claim pursuant to Rule 12(b)(6) as to them.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Defendant Alcon Media Group, LLC's Motion to Dismiss for lack of personal jurisdiction under Rule 12(b)(2) is GRANTED, and Plaintiffs' claims against Alcon Media Group, LLC are dismissed with prejudice;

2. Defendant Kosove's Motion to Dismiss for lack of personal jurisdiction under Rule 12(b)(2) is GRANTED, and Plaintiffs' claims against Kosove are dismissed with prejudice;

3. Defendant Johnson's Motion to Dismiss for lack of personal jurisdiction under Rule 12(b)(2) is GRANTED; and Plaintiffs' claims against Johnson are dismissed with prejudice;

4. Defendant Wegner's Motion to Dismiss for lack of personal jurisdiction under Rule 12(b)(2) is DENIED;

5. Defendant Wegner's Motion to Dismiss for under Rule 12(b)(6) is GRANTED as to Plaintiffs' Fourth Cause of Action in its First Amended Complaint and DENIED as to the remaining allegations;

6. Defendant Alcon Entertainment, LLC's Motion to Dismiss under Rule 12(b)(2) and 12(b)(6) is DENIED;

7. Defendants shall file responsive pleadings thirty days from the date this Order is filed.

This, the 26th day of February, 2021.

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The Honorable Carla Archie
Superior Court Judge Presiding

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