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10 *Interim Co-Lead Plaintiffs' Counsel*
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12

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION

16 IN RE ANIMATION WORKERS ANTITRUST
17 LITIGATION

No. 14-CV-4062 LHK

18 DECLARATION OF JEFF D.
19 FRIEDMAN IN SUPPORT OF
20 PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT WITH BLUE SKY
STUDIOS, INC.

21 Date: June 16, 2016
22 Time: 1:30 p.m.
Courtroom: 8, 4th Floor
23 Judge: The Honorable Lucy H. Koh

24 THIS DOCUMENT RELATES TO:
25 ALL ACTIONS
26

1 I, JEFF D. FRIEDMAN, declare as follows:

2 1. I am an attorney duly licensed to practice before all of the courts of the State of
3 California in the above-entitled litigation. I am a partner with the law firm of Hagens Berman Sobol
4 Shapiro LLP, counsel of record for plaintiff David Wentworth and Interim Co-Lead Class Counsel
5 in the above-entitled action. Based on personal knowledge or discussions with counsel in my firm
6 of the matters stated herein, if called upon, I could and would competently testify thereto.

7 2. Attached hereto are true and correct copies of the following exhibits:

8 Exhibit A: The proposed Plan of Allocation pursuant to the Settlement Agreement.

9 Exhibit B: Appendix C attached to the expert report of Dr. Orley Ashenfelter.

10 Exhibit C: The Settlement Agreement between the plaintiffs and Blue Sky.

11 Exhibit D: The proposed Notice to the Class members (long form).

12 Exhibit E: The proposed Notice to the Class members (postcard form).

13 3. In this litigation, counsel for plaintiffs have analyzed and catalogued approximately
14 300,000 documents produced from defendants' custodians, deposed nine witnesses, including two
15 third-party witnesses, defended the deposition of each of the named plaintiffs, and defended the
16 deposition of plaintiffs' expert Dr. Orley Ashenfelter. Plaintiffs' counsel have deposed the President
17 of DreamWorks, the Senior Vice President of Production and Talent for Disney, the former
18 "compensation manager" for Pixar, the former Director of Compensation at Sony Pictures, the
19 former Director of Compensation at DreamWorks, and two Senior Recruiters who worked for the
20 defendants.

21 4. The Settlement Agreement was the result of weeks of negotiations with Blue Sky.

22
23 I declare under penalty of perjury under the laws of the United States that the foregoing is
24 true and correct. Executed this 30th day of March, 2016, at Berkeley, California.
25

26
27 s/ Jeff D. Friedman
JEFF D. FRIEDMAN

EXHIBIT A

Plan of Allocation

Class Members who do not opt out will be eligible to receive a share of the Settlement Fund net of all applicable reductions based on a formula using a Class Member's total compensation paid on the basis of employment in a "Class Position" within the time periods for the respective Defendants ("Class Period") as set forth in the Settlement Class definition. In other words, each Class Member's share of the Settlement Fund is a fraction, with the Class Member's total compensation paid on the basis of employment in a Class Position during the Class Period as the numerator and the total compensation paid to all Class Members on the basis of employment in a Class Position during the Class Period as the denominator:

(Class Member's individual total compensation paid on the basis of employment in Class Positions during the Class Period) ÷ (Total of total compensation of all Class Members paid on the basis of employment in Class Positions during the Class Period).

Each Class Member's fractional amount shall be multiplied against the Settlement Fund net of court-approved costs, service awards, and attorneys' fees and expenses.

The total compensation, dates of employment, and whether a potential Class Member held a Class Position will be conclusively derived from Defendants' data maintained by their respective human resources departments and will not be subject to challenge by Class Members.

Payments to Class Members shall not be made until the Effective Date has passed and all objections, collateral challenges or appeals relating to the Settlement have been fully and finally resolved.

EXHIBIT B

List of Job Titles by Defendant

Blue Sky

2D/3D WORKBOOK ARTIST	CAMERA OPERATOR, LEAD
2ND ASSISTANT EDITOR	CHARACTER ANIMATOR
3D-SET DRESSER	CHARACTER LEAD - HORTON
ADMINISTRATOR, SYSTEM	CHARACTER TD, SR.
ADMINISTRATOR,SYSTEM	CHARACTER TECH. DIR / RIGGER
AFTER FX	COLOR KEY ARTIST
ANIMATION DEVELOPMENT LEAD	COMPOSITOR, SR
ANIMATION LEAD	COORDINATOR, ANIMATION
ANIMATION, LEAD	COORDINATOR, EDITORIAL
ANIMATOR	COORDINATOR, GRAPHICS
ANIMATOR, BACKGROUND	COORDINATOR, PROD
ANIMATOR, JR	COORDINATOR, PRODUCTION
ANIMATOR, SR	COORDINATOR, SCHEDULE
APM - DESIGN	COORDINATOR, STORY PRODUCTION
APM, LAYOUT	CREATIVE EXEC
APM, LIGHTING	CREATIVE EXECUTIVE
APM/ANIMATION	DESIGN APPRENTICE
APM/LIGHTING	DESIGNER
APM/PROD MGMT	DEVELOPER, SOFTWARE
APM/STAGING	DIGITAL ARTIST
ARTIST	DIGITAL PAINT ARTIST
ARTIST, COLOR KEY	DIGITAL RECORDIST
ARTIST, DIGITAL	DIR, SR TECH, LEAD ASSMBLY
ARTIST, LAYOUT	DIR, TECH PRODUCTION
ARTIST, PHOTOSHOP	DIR, TECHNICAL
ARTIST, SR DIGITAL 3D	DIRECTOR
ARTIST, STORY	DIRECTOR, PRODUCTION
ARTIST, STORYBOARD	DRAFTSMAN
ARTIST,PHOTOSHOP	EDITOR
ARTISTS, PHOTOSHOP	EDITOR, 2ND ASSISTANT
ASSISTANT EDITOR	EDITOR, ASSISTANT
ASSISTANT, TECHNICAL	EDITOR, ASSOCIATE
ASSOC PRODUCER	EDITOR, PRODUCTION
ASSOCIATE PRODUCER	EDITORIAL APPRENTICE
ASSOCIATE TECHNICAL DIRECTOR	ENVIRONMENTAL LEAD - HORTON
ASST. DEVELOPMENT	FINAL LAYOUT
BACKGROUND PAINTER	HEAD DIGITAL PRODUCTION

Blue Sky

HEAD OF LAYOUT	RESEARCH ASSOCIATE, SR
HEAD OF SYSTEMS	RIGGER
HEAD OF TECHNOLOGY - EDIT	SCHEDULING MANAGER
HEAD PHYSICAL PRODUCTION	SENIOR ANIMATOR
JR TECH DIRECTOR, FUR	SENIOR CREATIVE DIRECTOR
JR. STORYBOARD ARTIST	SENIOR/LEAD TECHNICAL DIRECTOR
JUNIOR ANIMATOR	SOFTWARE DEVELOPER
LAYOUT ARTIST	SR LIGHTING TD
LAYOUT ARTIST, LEAD	SR TECH DIR, LIGHTING
LAYOUT CAM. DESIGN	SR, ANIMATOR
LEAD ANIMATOR	SR, TECH DIR MATERIALS
LEAD LIGHTING TD	STORY ARTIST
LEAD, LAYOUT ARTIST	STORY ARTIST, JR.
LEAD, SR LIGHTING	STORY BOARD ARTIST
LIGHTING COORDINATOR	STORYBOARD ARTIST
LIGHTING, LEAD	STORYBOARD ARTIST - HORTON
MANAGER, IT	STORYBOARD ARTIST, AFTER F
MANAGER, SOFTWARE	SUPERVISOR ANIMATOR
MANAGER, TECHNICAL	SUPERVISOR, ANIMATOR
MGR, PROD INFO SYSTEMS	SUPERVISOR, CHARACTER DEV
MODELER	SUPERVISOR, DESIGN
MODELER, ENVIRONMENTAL	SUPERVISOR, DIGITAL
MODELER, SR	SUPERVISOR, PRODUCTION
MODELING PA	SUPERVISOR, SCULPTING
PA , STAGING	SUPV, RIGGING
PA - ART	SYSTEMS ADMINISTRATOR
PA LAYOUT	SYSTEMS ADMINISTRATOR, LEAD
PA, ANIMATION	SYSTEMS ADMINISTRATOR, SR
PA, TECHNICAL DIRECTION	SYSTEMS TA
POST PRODUCTION SUPERVISOR	TA, PROCEDURAL SET DRESSING
PRE-VIS/LAYOUT COORDINATOR	TA/ANIMATION
PROD ASSISTANT, FX/CLOTH	TA/LAYOUT
PROD SUPV OF ANIMATION	TA/LIGHTING
PRODUCER	TD
PRODUCTION ASSISTANT, FX	TD - SR EFFECTS
PRODUCTION ENGINEER	TD, FX
PRODUCTION EXECUTIVE	TD, LIGHTING
PRODUCTION MANAGER	TD, LIGHTING SR
PRODUCTION PROGRAMMER	TD, MATS
PROGRAMMER	TD,JR FX
PROGRAMMER, SR	TD/EFFECTS
PROJECT ENGINEER	TD/FX
RENDER WRANGLER	TD/LIGHTING

Blue Sky

TD/MATERIALS

TECH ASSISTANT, LIGHTING

TECH DIRECTOR, CHARACTER

TECH DIRECTOR, FX

TECH DIRECTOR, LIGHTING

TECH DIRECTOR, MATERIALS

TECH DIRECTOR, STEREOSCOPIC

TECH. DIRECTOR, MATERIALS

TECHNICAL ANIMATOR/RIGGER

TECHNICAL ASSISTANT

TECHNICAL DIRECTOR

WRITER

TECHNICAL DIRECTOR, ASSOC

TECHNICAL DIRECTOR, SR/LEAD

TECHNICAL STEREO LEAD

TECHNICAL/ANIMATOR/RIGGER

TEXTURE PAINTER

VISUAL DEV'T ARTIST

VISUAL DEV/LAYOUT ARTIST

VISUAL DEVELOPMENT ARTIST

VP, CHIEF SCIENTIST

VP, CREATIVE DEVELOPMENT

Disney

ADMINISTRATOR, RENDER I/O	CAT IV-TRAIN ANIM STORY/WRITNG DGT PRD
ANIMATION DIRECTOR	CAT IV-TRAINEE STORY/WRITING-DIGITAL
ANIMATION EDITOR	CATEGORY 1, DIGITAL UNION
ANIMATION EDITOR - DAILY	CATEGORY 1/DIGITAL UNION
ANIMATION STORYPERSON - WRITER	CATEGORY 1/DIGITAL UNION (DAILY)
ANIMATION STORYPERSON - WRITER (DAILY)	CATEGORY 1/DIGITAL UNION (REG)
ANIMATION STORYPERSON-WRITER	CATEGORY 1/DIGITAL UNION - DAILY
ANIMATION STORYPERSON-WRITER - DAILY	CATEGORY 2, DIGITAL UNION
ANIMATOR	CATEGORY 2/DIGITAL UNION
APPRENTICE ANIMATION EDITOR	CATEGORY 4/DIGITAL UNION
ARTIST MANAGER	CATEGORY I - DIGITAL UNION
ASSISTANT PRODUCTION MANAGER	CATEGORY I -DIGITAL UNION
ASSISTANT RESEARCHER	CATEGORY I -DIGITAL UNION - DAILY
ASSOCIATE PRODUCER II	CATEGORY II GROUP A - DIGITAL UNION
ASSOCIATE SOFTWARE DEVELOPER	CATEGORY II GROUP A -DIGITAL UNION
ASSOCIATE SYSTEMS ADMINISTRATOR	CATEGORY II GROUP B -DIGITAL UNION
ASST ANIMATION EDITOR	CATEGORY III -DIGITAL UNION
ASST ANIMATION EDITOR - DAILY	CATEGORY IV TRAINEE -DIGITAL UNION
ASST ANIMATOR	CGI 3D COMPOSITOR 1
ASST MANAGER, ANIMATION	CGI 3D COMPOSITOR I
COMMUNICATIONS	CGI 3D COMPOSITOR I - DAILY
ASST MANAGER, DIGITAL RESOURCES	CGI ANIMATOR/MODELER
ASST MANAGER, PRODUCTION	COORDINATOR, QUALITY ASSURANCE
ASST MANAGER, PRODUCTION COMMUNICATIONS	CREATIVE AFFAIRS COORDINATOR
ASST PRODUCTION MANAGER	CREATIVE DIRECTOR
ASST RESEARCHER	CREATIVE EXECUTIVE
ASST SUPERVISOR-INK & PAINT	DATABASE COORDINATOR
BACKGROUND	DATABASE DEVELOPER
BUCKET - COLOR STYLIST	DESIGNER
BUCKET - LAYOUT	DESIGNER (CASUAL LTD)
BUCKET - MODEL DESIGNER	DEVELOPMENT COORDINATOR
BUCKET - PROJECTIONIST	DIGITAL ARCHIVIST
BUCKET - RECORD MACH OPERATOR-JOURNEY	DIGITAL FILM RECORDER OPERATOR
BUCKET - SOUND EFFECTS EDITR-THEREAFTER	DIGITAL IMAGING MANAGER
BUCKET - STORY SKETCH	DIGITAL LIBRARY IMAGING SCANNER
BUCKET - SUPERVISING SOUND EDITOR	DIGITAL PRODUCTION ANALYST
BUCKET - TIMING DIRECTOR	DIGITAL RESOURCES ADMINISTRATOR
CAT IV-TRAIN ANIM STORY/WRITING DGT PROD	DIRECTOR, CREATIVE AFFAIRS
	DIRECTOR, MUSIC PRODUCTION
	DIRECTOR, POST PRODUCTION
	DIRECTOR, PRODUCTION

Disney

DIRECTOR, TECHNOLOGY	PRODUCTION SUPERVISOR
DUBBING MACHINE OPERATOR	PROGRAM MANAGER - TECHNOLOGY
FIRST ENGINEER	PROJECT MANAGER - TECHNOLOGY
HARDWARE TECHNICIAN	PROJECTIONIST
HEAD SPECIAL EFFECTS	QUALITY CONTROL ANALYST
IMAGE & DATA SERVICE ADMINISTRATOR	RENDER I/O ADMINISTRATOR
KEY ASSISTANT ANIMATOR	RESEARCHER
KEY ASSISTANT LAYOUT	SAG-TALENT
KEY ASST ANIMATOR	SERVICE RECORDER/TV ENGINEER/VIDEO
LAYOUT	ASST
MANAGER, ENGINEERING	SOFTWARE ENGINEER
MANAGER, MUSIC PRODUCTION	SOFTWARE ENGINEER - ANIM
MANAGER, POST PRODUCTION	SOFTWARE ENGINEER - ANIM (CASUAL)
MANAGER, PRODUCTION RESOURCES	SOUND READER
MANAGER, QUALITY ASSURANCE	SR DESIGNER
MANAGER, RESEARCH - ARL	SR DEVELOPMENT SOFTWARE ENGINEER
MANAGER, TECHNOLOGY	SR DEVELOPMENT SOFTWARE ENGINEER -
MEDIA EDITORIAL SUPPORT TECH 2	ANIM
MEDIA EDITORIAL SUPPORT TECH 2 - DAILY	SR DEVELOPMENT SYSTEMS ENGINEER
MEDIA EDITORIAL SUPPORT TECHNICIAN 1	SR HARDWARE TECHNICIAN
MEDIA EDITORIAL SUPPORT TECHNICIAN 2	SR IMAGE & DATA SERVICE
MEDIA ENGINEER - ANIM	ADMINISTRATOR
MEDIA IMPLEMENTATION TECHNICIAN	SR IMAGE & DATA SERVICES
MEDIA LEAD EDITORIAL SUPPORT TECH	ADMINISTRATOR
MUSIC COORDINATOR	SR MEDIA ENGINEER
MUSIC MIXER	SR NETWORK ENGINEER
NETWORK ENGINEER - ANIM	SR PLANNER-CAMERA PLANNING
OPERATIVE SUPERVISOR / ENGINEER	SR PROGRAMMER ANALYST
POST PRODUCTION COORDINATOR	SR RENDER I/O ADMINISTRATOR
PRINCIPAL MEDIA ENGINEER	SR SCM TECHNICIAN
PRINCIPAL NETWORK ENGINEER	SR SOFTWARE ENGINEER
PRINCIPAL SOFTWARE ENGINEER	SR SOFTWARE ENGINEER - ANIM
PRINCIPAL SYSTEMS ENGINEER	SR SYSTEMS ADMINISTRATOR
PRINCIPAL SYSTEMS ENGINEER - ANIM	SR SYSTEMS ADMINISTRATOR - ANIM
PROCESS ENGINEER	SR SYSTEMS ENGINEER
PROD TECHNICAL DIRECTOR I	SR SYSTEMS ENGINEER - ANIM
PRODUCTION ADMINISTRATION MANAGER	SR TECHNICAL SUPPORT ADMIN - ANIM
PRODUCTION COMMUNICATIONS ASST	SR TECHNICAL SUPPORT ANALYST - ANIM
MANAGER	SR TECHNICAL SUPPORT ENGINEER
PRODUCTION COORDINATOR	SR TECHNOLOGY SUPPORT ENGINEER
PRODUCTION COORDINATOR, CAPS	STORY ANALYST E
PRODUCTION DEPARTMENT MANAGER	STORY ANALYST F
PRODUCTION MANAGER	STORY ANALYST F - DAILY
	STORYPERSON

Disney

SUPERVISOR, CAPS

SUPERVISOR, INK & PAINT

SYSTEMS ADMINISTRATOR

SYSTEMS ADMINISTRATOR - ANIM

SYSTEMS ENGINEER

TECHNICAL DIRECTOR WEEKLY IA

TECHNICAL SUPERVISOR

TECHNICAL SUPPORT ADMIN - ANIM

TECHNICAL SUPPORT ENGINEER

DreamWorks

2D LIGHTING ANIMATOR	ART DIRECTOR - THEREAFTER
2D WORKBOOK ARTIST	ART DIRECTOR / PROD. DESIGNER
3D ANIMATOR	ARTIST, CHARACTER
3D FX ANIMATOR	ARTIST, GRAPHIC
3D PAINTER/LIGHTER	ASSISTANT ANIMATION EDITOR
ACTOR	ASSISTANT ANIMATOR
ADDITIONAL DIALOGUE EDITOR	ASSISTANT ANIMATOR (JOURNEY)
ADMINISTRATOR, SR TECHNICAL RESOURCE	ASSISTANT CHAR EFFECTS ANIMATOR
ADMINISTRATOR, TECHNICAL RESOURCE	ASSISTANT CHARACTER TD
ADR - VOICE OVER	ASSISTANT EDITOR
ADR / VOICE OVER	ASSISTANT EFFECTS ANIMATOR
ADR VOICE OVER	ASSISTANT FINAL LAYOUT ARTIST
ADR/VOICE OVER ACTOR	ASSISTANT ILLUSTRATOR
ANALYST, HELP DESK	ASSISTANT LIGHTER
ANALYST, IT SECURITY	ASSISTANT MODEL DESIGNER
ANIMATION STORYPERSON	ASSISTANT MODELER
ANIMATION STORYPERSON - JRNYMN	ASSISTANT MX EDITOR
ANIMATION STORYPERSON SPVR O/C	ASSISTANT SCULPTOR
ANIMATION STORYPERSON-ON CALL	ASSISTANT SOUND EDITOR
ANIMATION STORYPERSON-SPRVISR	ASSISTANT STORY ARTIST
ANIMATION STORYPERSON/WRITER	ASSISTANT STORYBOARD ARTIST
ANIMATION STORYPRSN-JRNY(SONY)	ASSISTANT TD
ANIMATION TOOLS DEVELOPER	ASSISTANT TO DIRECTORS
ANIMATION TRAINEE	ASSISTANT TO PRODUCER
ANIMATOR	ASSISTANT VIS DEV ARTIST
ANIMATOR (ANIM/MOD 2)	ASSISTANT, ENGINEERING
ANIMATOR - JOURNEY	ASSISTANT, PRODUCTION
ANIMATOR - JOURNEYMAN	ASSISTANT-FL
ANIMATOR - SUPERVISOR	ASSO. EDITOR
ANIMATOR - SUPERVISOR ON CALL	ASSOC SND EDITOR - ON CALL
ANIMATOR-LIGHTING TD	ASSOCIATE ANIMATOR
APPRENTICE DEPARTMENT TD	ASSOCIATE CHARACTER EFFECTS ARTIST
APPRENTICE EDITOR	ASSOCIATE CHARACTER TD
APPRENTICE LAYOUT	ASSOCIATE CROWDS ARTIST
APPRENTICE MATTE PAINTER	ASSOCIATE CYCLE ANIMATOR
APPRENTICE VISUAL DEVELOPMENT ARTIST	ASSOCIATE DEPARTMENT TD
APPRENTICE, TECHNICAL RESOURCE	ASSOCIATE EDITOR
ARCHITECT, LIGHTING	ASSOCIATE EFFECTS ARTIST
ARCHITECT, PIPELINE	ASSOCIATE FINAL LAYOUT ARTIST
ARCHITECT, SOFTWARE	ASSOCIATE LIGHTER
ART DEPARTMENT ARTIST	ASSOCIATE LIGHTING TA
ART DIRECTOR	ASSOCIATE MODELER

DreamWorks

ASSOCIATE PRODUCER	CHARACTER EFFECTS SUPERVISOR
ASSOCIATE ROUGH LAYOUT ARTIST	CHARACTER EFX ARTIST (PROD TD 4)JOURNEY
ASSOCIATE SURFACER	CHARACTER FINALING ANIMATOR
ASSOCIATE VISUAL DEVELOPMENT ARTIST	CHARACTER FINALING LEAD
ASSOCIATE, DEVELOPMENT	CHARACTER FINALING SUPERVISOR
ASST ANIMATOR	CHARACTER FINALING TD
ASST CHAR FINALING TD	CHARACTER T.D.
ASST CHARACTER DESIGN	CHARACTER TD
ASST COMPLETION PAINTER	CHARACTER TD DEPT HEAD
ASST DIRECTOR	CHARACTER TD LEAD
ASST EDITOR - SOUND	CHARACTER TD SUPERVISOR
ASST FINAL LAYOUT TD	CHECKER
ASST MX EDITOR	CHIEF ARCHITECT FOR GLOBAL EFFECTS
ASST SOUND EDITOR	CLEAN UP ARTIST (KEY ASST. ANIM) (JOURNEY)
ASST STORY ARTIST - 1ST 6 MOS	CLEAN UP CHARACTER LEAD
ASST STORYBOARD ARTIST - 1ST 6 MOS.	CLEAN-UP ARTIST
ASST TO PRODUCER/CENTRAL COORD	CLEAN-UP SUPERVISOR
AVID ASST. EDITOR	CO PRODUCER
BACKGROUND ACTOR	CO-EXEC PRODUCER/WRITER
BACKGROUND ARTIST	COLOR MARK-UP
BACKGROUND CO-HEAD	COLOR STYLIST
BREAKDOWN-FL	COMPLETION PAINTER
C G - SUPERVISOR	COMPOSER
CALIBRATION TECH	COMPOSITING SUPERVISOR
CENTRAL COORDINATOR	COMPOSITING TD
CENTRAL PRODUCTION SUPERVISOR	COMPOSITOR
CG CHAR T.D. SUPV - ON CALL	CONCEPT ARTIST
CG SUPERVISING ANIMATOR	CONCEPT DESIGNER
CG SUPERVISO	CONCEPT ILLUSTRATOR
CG SUPERVISOR	CONFIGURATION MANAGEMENT LEAD
CGI MODELER	CONSULTANT/STORY ARTIST - JOURNEY
CHAR DESIGNER	CONSULTANT/WRITER
CHAR DESIGNER (ANIM/MOD 1) - JOURNEY	CONSULTING DIRECTOR
CHAR DESIGNER - 1ST 6 MOS	CONSULTING DIRECTOR-ON CALL
CHAR EFX ANIMATOR (PROD TD 1) - JOURNEY	CONSULTING PRODUCER/WRITER
CHAR FINALING LEAD	CONSULTING/WRITER
CHAR T.D.	COORDINATOR, DEVELOPMENT
CHAR TD	COORDINATOR, DIGITAL OPERATIONS
CHAR. DESIGNER - 1ST 6 MOS	COORDINATOR, POST PRODUCTION
CHARACTER DESIGNER	COORDINATOR, RESEARCH
CHARACTER EFFECTS ANIMATOR	COORDINATOR, TECHNOLOGY
CHARACTER EFFECTS ARTIST	

DreamWorks

COSTUME DESIGNER	EDITOR
CREATIVE DIRECTOR	EDITOR - ON CALL
CREATIVE EXE	EDITOR FEATURE Z-1
CROWDS ARTIST	EDITOR, HD AVID
CROWDS SUPERVISOR	EDITOR, LEAD
CYCLE ANIMATOR	EDITOR, SENIOR
DAILY SINGER	EDITORIAL ASSISTANT
DATABASE ADMINISTRATOR	EDITORIAL TD
DAY PLAYER	EDITORIAL TECHNICIAN
DEPARTMENT MANAGER, ANIMATION	EFFECTS ANIMATOR
DEPARTMENT TD	EFFECTS ARTIST
DEPARTMENT TD SUPERVISOR	EFFECTS ASSISTANT ANIMATOR
DEPT T.D.	EFFECTS BREAK/INBETWEEN
DEPT T.D. (LIGHTING) - JOURNEY	EFFECTS COMPOSER
DEPT TD (PROD TD 4)	EFFECTS LEAD
DEPT TD SUPERVISOR	EFFECTS PICTURE SUPERVISOR
DESIGNER	EFFECTS TD
DESIGNER, UI	EFX ANIMATOR
DEVELOPER, SENIOR SOFTWARE	EFX ARTIST (ANIMATOR 1) - JOURNEY
DEVELOPER, SOFTWARE	EFX ASSISTANT
DEVELOPER, SOFTWARE LEAD	EFX BREAKDOWN
DIA EDITOR - 48.6	EFX INBETWEENER
DIAL EDTR	ENGINEER Y-1 DAILY
DIG. CHECKER	ENGINEER, ASSOCIATE PRODUCTION
DIGITAL CELL PAINTER	ENGINEER, HARDWARE
DIGITAL CHECKER	ENGINEER, POST PRODUCTION
DIGITAL EFFECTS SUPERVISOR	ENGINEER, POST TECHNOLOGY
DIGITAL SUPERVISOR	ENGINEER, PRE-VISUALIZATION
DIRECTING ANIMATOR	ENGINEER, PRINCIPAL
DIRECTOR	ENGINEER, PRINCIPAL/SUPV
DIRECTOR - ON CALL	ENGINEER, PRODUCTION
DIRECTOR OF PHOTOGRAPHY	ENGINEER, SENIOR HARDWARE
DIRECTOR OF PRE-VISUALIZATION	ENGINEER, SENIOR PRODUCTION
DIRECTOR, ASSISTANT	ENGINEER, SENIOR SOFTWARE
DIRECTOR, ASSOCIATE	ENGINEER, SOFTWARE
DIRECTOR, CO	ENGINEER, SOFTWARE QUALITY
DIRECTOR, DIGITAL OPERATIONS	ENGINEER, SOFTWARE SR I
DIRECTOR, INFORMATION SECURITY	ENGINEER, STAFF
DIRECTOR, INFORMATION TECHNOLOGY	ENTRY LEVEL ANIMATOR
DIRECTOR, PRODUCTION ENGINEERING	ENTRY LEVEL CHAR FINALING ANIMATOR
DIRECTOR, PRODUCTION TECHNOLOGY	ENTRY LEVEL CHARACTER EFFECTS ARTIST
DIRECTOR, R&D	ENTRY LEVEL CHARACTER TD
DIRECTOR, TECHNOLOGY	ENTRY LEVEL CROWDS ARTIST

DreamWorks

ENTRY LEVEL CYCLE ANIMATOR	FINAL LAYOUT LEAD
ENTRY LEVEL DEPT TD	FINAL LAYOUT SUPERVISOR
ENTRY LEVEL EFFECTS ANIMATOR	FINAL LAYOUT TD
ENTRY LEVEL EFFECTS ARTIST	FINAL LINE KEY ASST
ENTRY LEVEL FINAL LAYOUT ARTIST	FOLEY EDITOR
ENTRY LEVEL ILLUSTRATOR	FOLEY EDTR
ENTRY LEVEL LIGHTER	FX ARTIST
ENTRY LEVEL LIGHTING TA	GENERAL TOOLS DEVELOPMENT
ENTRY LEVEL MATTE PAINTER	GLOBAL EFFECTS LEAD
ENTRY LEVEL MODELER	GLOBAL HEAD OF EFFECTS
ENTRY LEVEL ROUGH LAYOUT ARTIST	GLOBAL LEAD
ENTRY LEVEL STORY ARTIST	GLOBAL LEAD - ANIMATION
ENTRY LEVEL SURFACER	GLOBAL LEAD - EFFECTS
ENTRY LEVEL VISUAL DEV ARTIST	GLOBAL LEAD - HEAD OF GLOBAL CHAR DEV
EXECUTIVE PRODUCER	GLOBAL LEAD - HEAD OF GLOBAL TDS
EXECUTIVE PRODUCER, TV	GLOBAL LEAD - LAYOUT
EXECUTIVE, CREATIVE	GLOBAL LEAD - PIPELINE ARCHITECT
EXECUTIVE, DEVELOPMENT	GLOBAL LIGHTING DEPT MANAGER
EXECUTIVE, FRANCHISE CREATIVE	GLOBAL SHADER LEAD
EXECUTIVE, JUNIOR CREATIVE	GLOBAL TECHNICAL DIRECTOR
EXECUTIVE, PRODUCTION	GRAPHIC DESIGNER, JUNIOR
EXECUTIVE, TECHNOLOGY	HARDWARE TECHNICIAN
FEATURE ANIMATION EDITOR	HARDWARE ENGINEER
FEATURE DAY PLAYER	HARDWARE LEAD
FEATURE DAY PLAYER VO	HEAD OF ANIMATION
FEATURE DAY PLAYER (V.O.)	HEAD OF CHARACTER ANIMATION
FEATURE DAY PLAYER - SCRATCH	HEAD OF CREATIVE
FEATURE GROUPS 3-8	HEAD OF DEVELOPMENT
FEATURE SCHEDULE F	HEAD OF DIGITAL OPERATIONS
FEATURE SCHEDULE F (VOICE)	HEAD OF DIGITAL PRODUCTION
FEATURE SCHEDULE F VO	HEAD OF EFFECTS
FEATURE SINGER	HEAD OF EFFECTS, CO
FEATURE SOLO & DUO	HEAD OF FINALING
FEATURE SOLO - OFF CAMERA	HEAD OF GLOBAL CHARACTER
FEATURE STUNT DAILY	DEVELOPMENT
FEATURE WEEKLY FREE LANCE	HEAD OF GLOBAL PIPELINE
FILM COORDINATION LEAD	HEAD OF GLOBAL TECHNICAL DIRECTORS
FILM DIRECTOR	HEAD OF INFORMATION TECHNOLOGY
FILM EDITOR	HEAD OF INK AND PAINT
FILM ROOM TECHNICIAN, LEAD	HEAD OF LAYO
FINAL COMPOSITOR	HEAD OF LAYOUT
FINAL LAYOUT ARTIST	HEAD OF POST PRODUCTION
FINAL LAYOUT ASST T.D.	HEAD OF PRODUCTION DEVELOPMENT

DreamWorks

HEAD OF PRODUCTION TECHNOLOGY	LOOP GROUP
HEAD OF R&D	LOOPING
HEAD OF RESEARCH AND DEVELOPMENT	LOOPING ADR
HEAD OF STOR	LUSTRE COLORIST
HEAD OF STORY	MANAGER OF POST TECHNOLOGIES
HEAD OF TECHNOLOGY	MANAGER, DIGITAL SYSTEMS
HELP DESK MA	MANAGER, DIGITAL SYSTEMS - NON EXEMPT
ILLUSTRATOR	MANAGER, HELP DESK
ILLUSTRATOR, JUNIOR	MANAGER, IMAGE MASTERING
INBETWEENER-FL	MANAGER, PLATFORM ENGINEERING
INK & PAINT ARTIST	MANAGER, POST
INK & PAINT ARTIST, LEAD	MANAGER, POST PRODUCTION
KEY ASSISTANT, LEAD-FL	MANAGER, POST PRODUCTION ENGINEERING
KEY ASSISTANT-FL	MANAGER, PRODUCTION ENGINEERING
LAYOUT	MANAGER, QA
LAYOUT - ON CALL	MANAGER, R&D
LAYOUT ARTIST	MANAGER, SENIOR IT
LAYOUT LEAD	MANAGER, SOFTWARE DEVELOPMENT
LAYOUT SUPERVISOR	MANAGER, SYSTEMS ENGINEERING
LAYOUT TECHNICAL DIRECTOR	MANAGER, SYSTEMS OPERATIONS
LEAD ANIMATOR	MANAGER, TECHNICAL RESOURCES
LEAD CG SUPERVISOR	MANAGER, TECHNICAL STRATEGIC ALLIANCE
LEAD CHARACTER TD	MANAGER, TECHNOLOGY PRODUCTION
LEAD COMPOSITOR	MANAGER, VSC
LEAD DEPARTMENT TD	MATTE PAINTER
LEAD JOB TD	MATTE PAINTING COMPOSITOR
LEAD LIGHTER	MATTE PAINTING SUPERVISOR
LEAD LIGHTING TD	MATTE TD
LEAD MATTE PAINTER	MODEL MAKER
LEAD MODELER	MODEL SUPERVISOR
LEAD SURFACING ARTIST	MODELER
LIGHTER	MODELING LEAD
LIGHTING ANIMATOR	MODELING SUPERVISOR
LIGHTING ASSISTANT	MOTION PICTURE EDITOR
LIGHTING BREAKDOWN	MOVE TECHNICIAN
LIGHTING T.D.	MUSIC CONSULTANT
LIGHTING TD	MUSIC EDITOR
LIGHTING TOOL DEVELOPMENT	MUSIC EDITOR - ON CALL
LIGHTING/SURFACING TD	MUSIC MIXER
LINE PRODUCER	NEXT GENERATION DEPLOYMENT EXECUTIVE
LOOK DEV 3D PAINTER	
LOOK DEV 3D/PAINTER/SURFACER	
LOOK DEVELOPMENT TD	

DreamWorks

NON AFFIL PRODUCER	ART/MODELING/SURFACING
NON UNION ASSOC. PROD.	PROD COORD - ART/VIS DEV
NON UNION DIRECTOR	PROD COORD - CENTRAL
NON UNION PRODUCTION ASST	PROD COORD - CHAR EFFECTS
NON UNION WRITER	PROD COORD - CHAR TD
OFF CAMERA SINGER	PROD COORD - CHAR TD/EFFECTS
OFF-CAMERA SINGER	PROD COORD - CHAR TD/MODELING
OPERATIONS SYSTEM ADMINISTRATOR	PROD COORD - CHARACTER ANIM
OPERATOR, VIDEO TAPE	PROD COORD - CHARACTER EFFECTS
P.A.	PROD COORD - CHARACTER TD
PAINT FIX	PROD COORD - EDITORIAL
PAINTER	PROD COORD - EDITORIAL/STORY
PICTURE ED. BONUS ONLY	PROD COORD - EFFECTS
PIPELINE ENGINEER	PROD COORD - LAYOUT
PIPELINE ENGINEERING LEAD	PROD COORD - LIGHTING
POST PRODUCTION COORDINATOR	PROD COORD - LUSTRE
PRE-VISUALIZATION ARTIST	PROD COORD - MATTE PAINTING
PRINCIPAL ENGINEER	PROD COORD - MODEL/SURFACING
PROD ASST	PROD COORD - MODELING
PROD ASST - ANIMATION	PROD COORD - OFFICE
PROD ASST - ART	PROD COORD - PAINT FIX
PROD ASST - ART/MODELING/SURFACING	PROD COORD - SCRIPT
PROD ASST - ART/VIS DEV	PROD COORD - STORY
PROD ASST - CENTRAL	PROD COORD - SURFACING
PROD ASST - CHARACTER EFFECTS	PROD COORD - SURFACING/MATTE PAINTING
PROD ASST - CROWDS	PROD COORD - VIS
PROD ASST - EDITORIAL	DEV/MODELING/SURFACING
PROD ASST - EDITORIAL/STORY	PROD COORD - VISUAL DEV
PROD ASST - EFFECTS	PROD COORD - VISUAL DEVELOPMENT
PROD ASST - LAYOUT	PROD SUP
PROD ASST - LIGHTING	PROD SUP - ANIMATION
PROD ASST - MODELING/SURFACING	PROD SUP - ART
PROD ASST - OFFICE	PROD SUP - ART/MODEL/SURF/CENTRAL
PROD ASST - STORY	PROD SUP - C
PROD ASST - STORY/EDITORIAL	PROD SUP - CENTRAL
PROD ASST - VIS	PROD SUP - CHAR TD/MATTE PAINTING
DEV/MODELING/SURFACING	PROD SUP - CHARACTER ANIM
PROD ASST - VISUAL DEV	PROD SUP - CHARACTER EFFECTS
PROD COORD	PROD SUP - CHARACTER EFFECTS/CROWDS
PROD COORD -	PROD SUP - CHARACTER TD
PROD COORD - ANIMATION	PROD SUP - E
PROD COORD - ART	PROD SUP - EDITORIAL
PROD COORD -	

DreamWorks

PROD SUP - EDITORIAL/STORY	QA SPECIALIS
PROD SUP - EFFECTS	QUALITY ASSURANCE MANAGER
PROD SUP - FRONT END	QUALITY ASSURANCE TESTER
PROD SUP - GLOBAL LUSTRE	R & D PROJECT MANAGER
PROD SUP - LAYOUT	R&D ENGINEER
PROD SUP - LIGHTING	R&D STAFF
PROD SUP - LIGHTING/MATTE PAINTING	RE-RECORDING MIXER
PROD SUP - MATTE PAINTING	READER
PROD SUP - MODEL/SURFACING	READER/ACTOR
PROD SUP - MODELING	RECORDING MACH OPERATOR 48.6
PROD SUP - PAINT FIX	RECORDIST, FILM
PROD SUP - POST PROD	RENDER ARCHIVE DISK ADMIN LEAD
PROD SUP - SCRIPT	RENDER ARCHIVE DISK ADMINISTRATOR
PROD SUP - STORY	RENDER ASSISTANT
PROD SUP - STORY/EDITORIAL	RESEARCH ASSISTANT
PROD SUP - STORY/EFFECTS/LIGHTING	RESEARCH COORDINATOR
PROD SUP - STORY/VIS DEV	RESEARCHER
PROD SUP - SURFACING/COMPLETION	ROUGH INBETWEENER
PROD SUP - SURFACING/MATTE PAINTING	ROUGH INBETWEENER - 1ST 6 MONTHS
PROD SUP - VISUAL DEV	ROUGH LAYOUT ARTIST
PRODUCER	ROUGH LAYOUT LEAD
PRODUCER, CO	SAG TELEVISION
PRODUCER, CUSTOM ANIMATION	SCAN CHECKER
PRODUCTION ARTIST	SCANNER
PRODUCTION ASSOCIATE	SCORING MIXER Y-1 DAILY
PRODUCTION ASST	SCRATCH - VOICE OVER
PRODUCTION COORDINATOR	SCULPTOR
PRODUCTION DESIGNER	SCULPTOR, JR
PRODUCTION ENGINEER	SENIOR ANIMATOR
PRODUCTION ENGINEERING MGR	SENIOR CHARACTER TD
PRODUCTION EXECUTIVE, SENIOR	SENIOR EDITOR
PRODUCTION EXECUTIVE, VIRTUAL	SENIOR EFFEC
WORLDS	SENIOR EFFECTS ANIMATOR
PRODUCTION MANAGER	SENIOR EFFECTS ARTIST
PRODUCTION MANAGER, SENIOR	SENIOR FINAL LAYOUT ARTIST
PRODUCTION RESOURCE MANAGER	SENIOR HARDWARE ENGINEER
PRODUCTION SUPERVISOR-LIGHTING	SENIOR ILLUSTRATOR
PRODUCTION SUPPORT ENGINEER	SENIOR LIGHTER
PROJECT LEAD, SUPERVISING	SENIOR MODELER
PROJECT MANAGER, IT	SENIOR PRODUCTION ENGINEER
PROJECTIONIST	SENIOR ROUGH LAYOUT ARTIST
PROP MAKER	SENIOR SET DESIGNER
QA LEAD	SENIOR SET MODEL BUILDER

DreamWorks

SENIOR SOFTWARE ENGINEER	STRATEGIST, PRODUCTION
SENIOR SURFACER	STUNT COORDINATOR - WEEKLY
SENIOR SYSTEMS ADMINISTRATOR	SUP SOUND DESIGN
SEQUENCE SUPERVISOR	SUP. SOUND EDITOR - ON CALL
SET BUILDER	SUPERVISING ADR EDITOR
SET DEC COORD.	SUPERVISING ANIMATOR
SET DECORATOR	SUPERVISING SOUND EDITOR
SET DESIGNER	SUPERVISING TD
SET DESIGNER - SPECIAL	SUPERVISOR, CHARACTER TD
SET DRESSER	SUPERVISOR, DATABASE ADMINISTRATION
SFX EDITOR	SUPERVISOR, DIGITAL MEDIA
SHADER DEVELOPER	SUPERVISOR, FILM COLOR
SHOT PREP	SUPERVISOR, HARDWARE
SINGER	SUPERVISOR, NETWORK OPERATIONS
SINGERS/DAILY SOLO & DUO	SUPERVISOR, POST PRODUCTION
SOFTWARE COORDINATOR	SUPERVISOR, POST TECHNOLOGY
SOFTWARE ENGINEER	SUPERVISOR, PRODUCTION DEVELOPMENT
SOFTWARE ENGINEERING MANAGER	SUPERVISOR, PRODUCTION ENGINEERING
SOUND APPRENTICE EDITOR	SUPERVISOR, QA
SOUND DESIGNER - ON CALL	SUPERVISOR, R&D
SOUND EDITOR	SUPERVISOR, SYSTEMS ENGINEERING
SOUND EDITOR - 48.6	SUPERVISOR, SYSTEMS OPERATIONS
SOUND EDITOR-THRFT 48.6	SUPERVISOR, TECHNICAL RESOURCES
SOUND EFX EDITOR-THRFT 48.6	SURFACER
SOUND FX MIXER	SURFACER - JOURNEY
SPECIALIST, QA	SURFACING LEAD
SR CLOTHING/FINALING ANIMATOR	SURFACING SUPERVISOR
SR MANAGER, TECHNOLOGY	SYSTEM ADMINISTRATION LEAD
PARTNERSHIPS	SYSTEM ADMINISTRATOR
STAFF COMIC/ARTIST-JOURNEYMAN	SYSTEM ARCHITECT
STAFF WRITER	SYSTEM ARCHITECT, LEAD
STAFF WRITER, TV	SYSTEMS ADMI
STEREO DIGITAL EFFECTS SUPERVISOR	SYSTEMS ADMINISTRATOR
STEREOGRAPHER	SYSTEMS ADMINISTRATOR - EXEMPT
STEREOSCOPIC SUPERVISOR	SYSTEMS ADMINISTRATOR, ENGINEERING
STORY ARTIST	SYSTEMS ADMINISTRATOR, IT - EXEMPT
STORY ARTIST - JOURNEY	SYSTEMS ADMINISTRATOR, JUNIOR
STORY EDITOR	SYSTEMS ADMINISTRATOR, OPERATIONS
STORY TRAINEE	SYSTEMS ADMINISTRATOR, SENIOR
STORY TRAINEE - 3RD 6 MOS.	SYSTEMS ADMINISTRATOR, SENIOR - EXEMPT
STORY WRITER	SYSTEMS ADMINISTRATOR, SENIOR OPERATIONS
STORYBOARD ARTIST	
STORYPERSON	

DreamWorks

SYSTEMS ARCHITECT	VIS DEV ARTIST (ANIMATOR 3) - 2ND 6 MOS.	
SYSTEMS ENGINEER	VIS DEV ARTIST - 1ST 6 MOS.	
SYSTEMS MANAGER	VISUAL DEVELOPMENT ARTIST	
SYSTEMS OPERATIONS LEAD	VISUAL DEVELOPMENT TRAINEE	
SYSTEMS OPERATIONS MANAGER	VISUAL EFFECTS SUPERVISOR	
TECH DIRECTOR	VOICE ACTOR	
TECH DIRECTOR I	VOICE ACTOR - B	
TECH DIRECTOR I - 1ST 6 MOS	VOICE ACTOR - SCH F	
TECHNICAL DESIGN DIRECTOR	VOICE OVER	
TECHNICAL DIRECTOR, EDITORIAL	VOICE OVER - LOOPING	
TECHNICAL DIRECTOR-PROD	VOICE TALENT	
TECHNICAL LEAD, SYSTEMS ENGINEERING	VOICEOVER	
TECHNICAL WRITER	VOICEOVER ADR	
TECHNICAL WRITER, SENIOR	VSC COORDINATOR	
TECHNICIAN, AUDIO/VISUAL	VSC PROJECT MANAGER	
TECHNICIAN, COLOR CALIBRATION	WEEKLY DIRECTOR FEATURE	
TECHNICIAN, EDITORIAL	WRITER CONSULTANT	
TECHNICIAN, HARDWARE	WRITE/CONSULTANT	
TECHNICIAN, JUNIOR	WRITER	
TECHNICIAN, MOVE	WRITER (CONSULTANT)	
TECHNICIAN, POST	WRITER / CONSULTANT	
TECHNICIAN, SENIOR HARDWARE	WRITER/ CONSULTANT	
TECHNOLOGY PRODUCTION COORDINATOR	WRITER/CONSULTANT	
TRACK READER	WRITER/CONSULT	
TV ANIMATION	WRITER/CONSULTANT	
TV DAY PLAYER	WRITER/CONSULTANT	
TV SCHEDULE F	WRITER/CONSULTANT	*
TV SINGER	WRITER/CONULT	
TV WEEKLY FREELANCE	WRITER/PRODUCER	
VIDEO EDITOR - ON CALL	WRITERION STORYPERSON SPVR O/C	
VIDEOGRAPHER	WRITERS	
VIS DEV	WRITING/CONSULTANT	
VIS DEV / PROPS DESIGNER	WRITING/CONSULTING	
VIS DEV ARTIST	WRTER/CONSULTANT	
VIS DEV ARTIST (ANIM/MOD 2) - JOURNEY	WRTIER/CONSULTANT	
VIS DEV ARTIST (ANIM/MODEL 1) - JOURNEY	Y-1	
VIS DEV ARTIST (ANIMATOR 1) - JOURNEY	Y-1 (MUSIC MIXER)	
	Y-1 SUPERVISING MIXER	

IMD

ART DEPARTMENT COORDINATOR	DIGITAL PRODUCTION MANAGER
ART DEPARTMENT PRODUCTION MANAGER	DIRECTOR, CREATIVE DEVELOPMENT
ART PRODUCTION ASSISTANT	EVP / PHYSICAL PRODUCTION - IMD UNION
ART RESEARCHER	INFORMATION TECHNOLOGY
ASSOCIATE PRODUCER	COORDINATOR
ASSOCIATE R&D ENGINEER	PRINCIPAL A/V ARCHITECT
ASST PRODUCTION MANAGER	PRINCIPAL SYSTEMS ARCHITECT
ASST PRODUCTION MANAGER, ENGINEERING	PRODUCTION ASSISTANT
AV TECHNICIAN	PRODUCTION COORDINATOR
BUILD/TEST ENGINEER	PRODUCTION DEPARTMENT MANAGER
CATEGORY I - IM DIGITAL UNION	R&D ENGINEER
CATEGORY I - IMD UNION	R&D ENGINEER (CASUAL LTD)
CATEGORY I -IM DIGITAL UNION	RESOURCE TECHNICAL ASSISTANT
CATEGORY I -IMD UNION	RESOURCE TECHNICAL ASSISTANT (CAS LTD)
CATEGORY I -IMD UNION - DAILY	RESOURCE TECHNICAL ASSISTANT(CASUAL LTD)
CATEGORY II GROUP A - IMD UNION	RESOURCE TECHNICAL SUPERVISOR
CATEGORY II GROUP A -IMD UNION	SAG-TALENT
CATEGORY II GROUP B - IMD UNION	SR R&D ENGINEER
CATEGORY II GROUP B -IMD UNION	SR SYSTEMS ADMINISTRATOR
CATEGORY III - IM DIGITAL UNION	SR SYSTEMS ENGINEER
CATEGORY III -IMD UNION	STORAGE ARCHITECT
CATEGORY IV TRAINEE -IMD UNION	SYSTEMS ADMINISTRATOR
CATEGORY VI -IMD UNION	SYSTEMS ADMINISTRATOR (CASUAL LTD)

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1ST ASSITANT EDITOR	ASSISTANT EPISODIC DIRECTOR
1ST CAMERA ASST	ASSISTANT GRAPHIC ARTIST
2ND ASSISTANT EDITOR	ASSISTANT PRODUCTION MANAGER
3D STORY ARTIST	ASSISTANT PRODUCTION MGR - LAL
3RD ASSISTANT EDITOR/COLORIST	ASSISTANT TECHNICAL DIRECTOR
ADR EDITOR	ASSISTANT TO DIRECTOR/PRODUCER
ANIMATIC ARTIST LEVEL III	ASSITANT EDITOR
ANIMATICS ARTIST	ASSOC FX PRODUCER
ANIMATICS ARTIST I	ASSOC PRODUCTION MANAGER
ANIMATION DIRECOTR	ASSOC PRODUCTION TECH MANAGER
ANIMATION DIRECTOR	ASSOC VFX SUPERVISOR/TRAD
ANIMATION DIRECTOR/CG	ASSOC VISUAL EFFECTS PRODUCER
ANIMATION MANAGER	ASSOCIATE ARTIST
ANIMATION SUPERVISOR	ASSOCIATE CONCEPT DESIGNER
ANIMATION SUPERVISORS	ASSOCIATE DESIGNER
ANIMATOR (MID) (PROJECT)	ASSOCIATE DIGITAL ARTIST
ANIMATOR I	ASSOCIATE EDITOR, FEATURE
APPR MODELMAKER	ASSOCIATE PIPELINE PROJECT MGR
APPRENT VISUAL EFFECTS EDITOR	ASSOCIATE PRODUCER
APPRENTICE	ASSOCIATE PRODUCER, ANIMATION
APPRENTICE ART DIRECTOR	ASSOCIATE PRODUCTION MANAGER
APPRENTICE EDITOR	ASSOCIATE R&D ENGINEER
APPRENTICE EDITOR I	ASSOCIATE R&D PROJECT MANAGER
APPRENTICE EDITOR II	ASSOCIATE SOFTWARE ENGINEER
APPRENTICE EFFECTS EDITOR	ASSOCIATE TECHNICAL DIRECTOR
APPRENTICE MODEL MKR	ASST ANIMATICS ARTIST II
APPRENTICE STORYBOARD/CONCEPT	ASST ART DIRECTOR I
APPRENTICE/ASSISTANT	ASST DIG MATCHMOVE ARTIST V
ART DEPARTMENT APM	ASST DIG MATCHMOVE ARTIST VI
ART DEPARTMENT MANAGER	ASST DIGITAL ANIMATOR-V
ART DIRECTOR	ASST DIGITAL ANIMATOR-VI
ART DIRECTOR - LAL	ASST DIGITAL MATTE ARTIST-V
ART DIRECTOR I	ASST DIGITAL MATTE ARTIST-VI
ART DIRECTOR II	ASST DIGITAL MODEL PAINTER-V
ART/STORYBOARD-ILM	ASST DIGITAL MODEL PAINTER-VI
ARTIST	ASST DIGITAL MODELER-V
ARTIST I	ASST DIGITAL MODELER-VI
ARTIST II	ASST DIGITAL TECH DIRECTOR-V
ARTIST III	ASST DIGITAL TECHNICAL DIR-VI
ASSISTANT ART DIRECTOR	ASST EDITOR I
ASSISTANT DIRECTOR	ASST EDITOR II
ASSISTANT EDITOR I	ASST EFFECTS EDITOR-I
ASSISTANT EDITOR II	ASST EFFECTS EDITOR-II

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ASST GRAPHIC ARTIST I	CG SOFTWARE ENGINEER
ASST GRAPHIC ARTIST II	CG SUP/ANIMATION SUP I
ASST GRAPHIC ARTIST III	CG SUPERVISOR
ASST LAB TECHNICIAN	CG SUPERVISOR, EPISODIC
ASST PRD MGR SCRIPTING/CASTING	CG TECHNICAL ASSISTANT
ASST SABRE OPERATOR-V	CG TECHNICAL ASST
ASST SCENIC ARTIST	CG-PRODUCTION
ASST SOUND EFFECTS EDITOR	CG-TA'S
ASST STORYBOARD/CONCEPT I	CHARACTER DESIGNER
ASST STORYBOARD/CONCEPT II	CHARACTER TECHNICAL DIRECTOR I
ASST SUPERVISING SOUND EDITOR	CHIEF MODEL MAKER
ASST SUPVR EDITOR	CHIEF MODELMAKER
ASST SUPVR SOUND EDITOR	CHIEF MODELMAKER/SUPERVISOR 1
ASST TECHNICAL DIRECTOR	CHIEF MODELMAKER/SUPERVISOR 2
ASST TO EXECUTIVE PRODUCER	CHIEF MODELMAKER/SUPERVISOR-I
ASST VISUAL EFFECTS EDITOR	CHIEF MODELMAKER/SUPERVISOR-II
AUDIO TECHNICIAN 2	COLOR DESIGNER
AUDIO DESIGNER I	COLOR TIMING SUPERVISOR
AUDIO DESIGNER II	COMMERCIAL ASST EDITOR-I
AUDIO DESIGNER III	COMMERCIAL ASST EDITOR-II
AUDIO DESIGNER IV	COMMERCIAL EDITOR II
AUDIO TECHNICIAN I	COMMERCIAL EDITOR-I
AUDIO TECHNICIAN II	COMMERCIALS-SSN
AUDIO TECHNICIAN III	COMMERICALS LA
AUDIO-SSN	COMMERICALS-ILM
BEST BOY	COMPOSITOR (MID) (PRJ)
CAMERA ENGINEERING/AREA SUPERV	COMPUTER SUPPORT-SSN
CAMERA OPERATOR I	CONCEPT ARTIST
CAMERA OPERATOR II	CONCEPT DESIGNER I
CAMERA-ILM	CONCEPT DESIGNER II
CASTING/SCRIPTING APM	CONCEPTUAL ART SUPERVISOR
CG - 2D	COSTUME SUPERVISOR
CG - 3D	COSTUMER
CG - COMMERICALS	CREATURE TD
CG ADMIN/MODEL	CSE - ILM
CG ANIMATORS	D-CINEMA
CG ARTISTS (WAS DIGITAL PROD. MGMT)	DATABASE ADMINISTRATOR I
CG DEPARTMENT SUPERVISOR	DATABASE DEVELOPER
CG DEVELOPMENT-ILM	DATABASE SYSTEMS DEVELOPER I
CG DIG-MATTE	DESIGNER
CG PRINCIPAL ENGINEER	DESIGNER I
CG SCHEDULING MANAGER	DESIGNER II
CG SINGAPORE (WAS DIGITAL SUPS)	DESIGNER III

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DESIGNER LEVEL IV
 DESKTOP SYSTEMS SPECIALIST
 DIGITAL ANIMATOR 1, LEAD
 DIGITAL ANIMATOR 2
 DIGITAL ANIMATOR 3
 DIGITAL ANIMATOR 4
 DIGITAL ANIMATOR 5, ASST
 DIGITAL ANIMATOR 6, ASST
 DIGITAL ANIMATOR-II
 DIGITAL ANIMATOR-III
 DIGITAL ANIMATOR-IV
 DIGITAL ARTISIT PRODUCTION MGR
 DIGITAL ARTIST I
 DIGITAL ARTIST II
 DIGITAL ARTIST PRODCTN MANAGER
 DIGITAL ARTIST SUPERVISOR
 DIGITAL CHARACTER SUPERVISOR
 DIGITAL COMPOSITOR 1, LEAD
 DIGITAL COMPOSITOR 2
 DIGITAL COMPOSITOR 3
 DIGITAL COMPOSITOR 4
 DIGITAL COMPOSITOR 5
 DIGITAL COMPOSITOR 6
 DIGITAL COMPOSITOR-II
 DIGITAL COMPOSITOR-III
 DIGITAL COMPOSITOR-IV
 DIGITAL COMPOSITOR-V
 DIGITAL FEATURES
 DIGITAL MATCHMOVE ARTISIT III
 DIGITAL MATCHMOVE ARTISIT IV
 DIGITAL MATCHMOVE ARTIST 1
 DIGITAL MATCHMOVE ARTIST 2
 DIGITAL MATCHMOVE ARTIST 3
 DIGITAL MATCHMOVE ARTIST 4
 DIGITAL MATCHMOVE ARTIST 5
 DIGITAL MATCHMOVE ARTIST 6
 DIGITAL MATCHMOVE ARTIST II
 DIGITAL MATCHMOVE ARTIST-II
 DIGITAL MATCHMOVE ARTIST-III
 DIGITAL MATCHMOVE ARTIST-IV
 DIGITAL MATCHMOVE ARTIST-V
 DIGITAL MATTE ARTIST 1, LEAD
 DIGITAL MATTE ARTIST 2

DIGITAL MATTE ARTIST 3
 DIGITAL MATTE ARTIST 4
 DIGITAL MATTE ARTIST 5, ASST
 DIGITAL MATTE ARTIST 6, ASST
 DIGITAL MATTE ARTIST-II
 DIGITAL MATTE ARTIST-III
 DIGITAL MATTE ARTIST-IV
 DIGITAL MODEL PAINTER 1, LEAD
 DIGITAL MODEL PAINTER 2
 DIGITAL MODEL PAINTER 4
 DIGITAL MODEL PAINTER 5, ASST
 DIGITAL MODEL PAINTER 6, ASST
 DIGITAL MODEL PAINTER-II
 DIGITAL MODEL PAINTER-III
 DIGITAL MODEL PAINTER-IV
 DIGITAL MODELER 2
 DIGITAL MODELER 3
 DIGITAL MODELER 4
 DIGITAL MODELER 5, ASST
 DIGITAL MODELER 6, ASST
 DIGITAL MODELER-II
 DIGITAL MODELER-III
 DIGITAL MODELER-IV
 DIGITAL PIPELINE SUPERVISOR
 DIGITAL PLATE RESTORATION TECH
 DIGITAL PLT RESTORATION TCH-I
 DIGITAL PLT RESTORATN TECH-III
 DIGITAL RESOURCE ASSISTANT
 DIGITAL RESOURCE ASST
 DIGITAL RESOURCE DEPT ASST
 DIGITAL RESOURCE DEPT COORD
 DIGITAL RESOURCE MANAGER
 DIGITAL RESOURCE SUPERVISOR
 DIGITAL ROTOSCOPE ARTIST 1
 DIGITAL ROTOSCOPE ARTIST-II
 DIGITAL ROTOSCOPE ARTIST-III
 DIGITAL ROTOSCOPE ARTIST-IV
 DIGITAL ROTOSCOPE ARTIST-V
 DIGITAL ROTOSCOPE ARTIST-VI
 DIGITAL SUPERVISOR
 DIGITAL TECH DIRECTOR 1, LEAD
 DIGITAL TECH DIRECTOR 2
 DIGITAL TECH DIRECTOR 3

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DIGITAL TECH DIRECTOR 4	EPISODIC DIRECTOR
DIGITAL TECH DIRECTOR 5, ASST	EXECUTIVE PRODUCER, VISUAL EFF
DIGITAL TECH DIRECTOR 6, ASST	EXECUTIVE PRODUCTION
DIGITAL TECHNICAL DIRECTOR-II	FEATURES-EDITORIAL
DIGITAL TECHNICAL DIRECTOR-III	FILM EFFECTS EDITOR-I
DIGITAL TECHNICAL DIRECTOR-IV	FILM EFFECTS EDITOR-II
DIGITAL TECHNOLOGIES ADMIN	FILM GROUP DEPT MGR
DIR OF PHOTOGRAPHY/NON-UNION	FILM GROUP PROD SUPERVISOR
DIR OF PHOTOGRAPHY/TRAD	FIRST ASST CAMERA OPERATOR
DIR OF PHOTOGRAPHYF/AREA SUP	FOLEY
DIR OF PHYSICAL PRODUCTION	FOLEY EDITOR
DIR, ANIMATION DEVELOPMENT	FOLEY WALKER
DIR, PRODUCTION TECHNOLOGY	FX SUPERVISORS-ILM
DIRECTOR OF FILM & EDITORIAL	GLOBAL PIPELINE (WAS CG RESOURCES)
DIRECTOR OF PHOTO/AREA SUP.	GRAPHIC ARTIST
DIRECTOR OF PHOTOGRAPHY	GRAPHIC ARTIST I
DIRECTOR OF SCORING	GRAPHIC DESIGN CONSULTANT
DIRECTOR TECHNICAL OPERATIONS	GRAPHIC DESIGNER I
DIRECTOR, ENGINEERING	GRIP
DIRECTOR, R&D DEVELOPMENT	HEAD OF ANIMATION TECHNOLOGY
DIRECTOR, R&D OPERATIONS	HEAD OF SOFTWARE ENGINEERING
DIRECTOR, RESEARCH & DEVELOPMT	HEAD STAGE TECH
DIRECTOR, SOUND DESIGN	HEAD STAGE TECH.
DOCUMENTARIAN PROJECT MGR	HEAD STAGE TECHNICIAN
DOCUMENTARIAN TECHNICAL ASST	HEAD WRITER
EDITING-SSN	HELPDESK FRNTLNE SUPP TECH I
EDITOR	IMAGE COORDINATOR
EDITOR I	IMAGE UNIT APM
EDITOR II	INFORMATION SYSTEMS
EDITOR, FEATURE	INFORMATION SYSTEMS MGR
EDITORIAL SERVICES ASST	IT MANAGER
EDITORIAL SERVICES TECHNICIAN	IT PRODUCTION ENG & SYS ADMIN
EDITORIAL WIRING TECH	IT SERVICES SPECIALIST
EFFECTS DEVELOPER	JAVA DEVELOPER
ELECTRONIC ENGR. 2	JR R&D ENGINEER
ENGINEER	JR TECHNICAL OPERATOR
ENGINEERING MANAGER	JUNIOR ARTIST
ENGINEERING PROJECT MGR	LAYOUT ARTIST
ENGINEERING-ILM	LEAD ANIMATOR
ENGINEERING-SSN	LEAD CONCEPT DESIGNER
ENTRY LEVEL WIRE TECH	LEAD DIG COMPOSITOR-I
ENVELOPER-IV	LEAD DIG MATCHMOVE ARTIST I
EPISODIC DEVELOPMENT	LEAD DIG MATCHMOVE ARTIST-I

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LEAD DIG ROTOSCOPE ARTIST-1	MODELER II
LEAD DIG TECHNICAL DIRECTOR-I	MODELMAKER
LEAD DIGITAL ANIMATOR-I	MODELMAKER 1
LEAD DIGITAL ARTIST I	MODELMAKER 3
LEAD DIGITAL ARTIST II	MODELMAKER I
LEAD DIGITAL MATTE ARTIST-I	MODELMAKER-I
LEAD DIGITAL MODEL PAINTER-I	MODELMAKER-II
LEAD DIGITAL MODELER-I	MODELMAKER-III
LEAD IT SERVICES	MOTION CAPTURE
LEAD MODELER	MOTION CAPTURE ENGINEER-I
LEAD QUALITY ASSURANCE ANALYST	MOTION CAPTURE TECHNICIAN-IV
LEAD SABRE OPERATOR-I	MOTION CAPTURE TECHNICIAN-V
LEAD SOFTWARE ENGINEER	MOTION CAPTURE TECHNICIAN-VI
LEAD TECHNICAL DIRECTOR	MUSIC ASSISTANT
LEAD VIDEO TECHNICIAN	MUSIC SUPERVISOR
LIGHTING TD	NEGATIVE SUPERVISOR
LINEUP I	NETWORK SYSTEMS
MAC TECH ASST	NT SPECIALIST
MAC/PC TECHNICIAN	NT/2000 HARDWARE ADMINISTRATOR
MACHINIST I/CINEMA TECH I	ORACLE DATABASE ADMINISTRATOR
MACHINIST II/CINEMA TECHNICIAN	PHOTOGRAPHER
MANAGER MODEL SHOP	PHOTOGRAPHER /LAB TECH #1
MANAGER OF SYSTEMS ENGINEERING	PHOTOGRAPHER/LAB TECH I
MANAGER, AUDIO	PHOTOGRAPHER/LAB TECH III
MANAGER, MEDIA OPERATIONS	PHOTOGRAPHER/LAB TECH IV
MATCHMOVE/MOCAP POST	PICTURE EDITOR
MATERIALS LIGHTING TD LEVEL II	PIPELINE ENGINEER I
MCR (FORMERLY COMM. EDITORIAL)	PIPELINE ENGINEER II
MEDIA OPERATIONS COORDINATOR	PIPELINE SUPERVISOR
MEDIA OPERATIONS PRODCTN ASST	PIPELINE SUPERVISOR - LAL
MEDIA SYSTEMS ENGINEER I	PLATE PRODUCTION COORDINATOR
MEDIA SYSTEMS ENGINEER II	POST EDITOR
MEDIA SYSTEMS TECHNICIAN	POST EDITOR, FEATURE
MGR OF COMM'L VISUAL EFFECTS	PRE-PRODUCTION ASSET ARTIST
MGR OF SOFTWARE SYS & TECH SUP	PRE-VIZ ARTIST I
MGR, PRODUCTION INFO SYSTEMS	PRE-VIZ ARTIST II
MGR, SYSTEMS OPERATION SUPPORT	PRE-VIZ ARTIST III
MIXER AUDIO DESIGNER 3	PRE-VIZ LEAD ARTIST
MIXING AND DESIGN-SSN	PREVIS SUPERVISOR
MODEL MAKER	PRINCIPAL R&D ENGINEER
MODEL MAKER III	PROD SUPERVISOR/COMMERCIALS
MODEL SHOP-ILM	PRODUCER
MODELER I	PRODUCER, ANIMATION

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PRODUCER/COMM'LS	R&D PROJECT MANAGER II
PRODUCERS (WAS PRODUCTION)	R&D SUPERVISOR
PRODUCT MANAGER	R&D TD'S
PRODUCT TECHNOLOGY SPECIALIST	RE-RECORDING MIXER
PRODUCTION ASSISTANT	RESEARCH & DEVELOPMENT
PRODUCTION ASSISTANT - LAL	ROTO ARTIST (MID) (PRJ)
PRODUCTION ASSISTANT, PROJECT	ROTO ARTIST (SR/LEAD)
PRODUCTION ASST (A)	SABRE OPERATOR-II
PRODUCTION ASST (B)	SABRE OPERATOR-IV
PRODUCTION COORD A	SABRE PRODUCTION MGR
PRODUCTION COORD I	SABRE SOFTWARE ENGINEER
PRODUCTION COORD I (B)	SCANNING OPERATOR I
PRODUCTION COORD II	SCANNING SUPERVISOR
PRODUCTION COORD II (B)	SCENIC ARTIST
PRODUCTION COORDINATOR	SCORING-G & A
PRODUCTION COORDINATOR - LAL	SCORING-SSN
PRODUCTION COORDINATOR B	SCRIPT/TOOLS PROGRAMMER
PRODUCTION ENGINEERING ADMIN	SCULPTER/DESIGNER
PRODUCTION MANAGER	SENIOR ANIMATOR
PRODUCTION MANAGER I	SENIOR ART DIRECTOR
PRODUCTION MANAGER II	SENIOR ARTIST
PRODUCTION MGR	SENIOR ARTIST I
PRODUCTION OPERATIONS-ILM	SENIOR ARTIST II
PRODUCTION SERVICE COORD	SENIOR COLOR TIMER
PRODUCTION SOFTWARE ENGINEER	SENIOR CONCEPT DESIGNER
PRODUCTION STAFF - SSN	SENIOR DIGITAL ARTIST
PRODUCTION SUPERVISOR	SENIOR ENGINEER
PRODUCTION SUPERVISOR - SS	SENIOR MODELER
PRODUCTION SUPPORT (WAS CREATIVE OPS)	SENIOR PIPELINE ENGINEER
PRODUCTION TECHNOLOGY MANAGER	SENIOR PRODUCER/COMM'LS
PROGRAMMER	SENIOR SCANNING OPERATOR
QUALIFICATN&AUTOMTN ENGINEER I	SENIOR TD
QUALIFICTN&AUTOMTN ENGINEER II	SEQUENCE SUPERVISOR
QUALITY ASSURANCE ANALYST I	SET DESIGNER
QUALITY ASSURANCE ANALYST II	SET DIRECTOR
R&D ENGINEER	SET-UP PRODUCTION ASST
R&D ENGINEER I	SGI HARDWARE ADMINISTRATOR
R&D ENGINEER II	SGI HARDWARE TECHNICIAN
R&D ENGINEER III	SOFTWARE CONFIG ENGINEER
R&D OPERATIONS MANAGER	SOFTWARE ENGINEER
R&D PRODUCT SPECIALIST II	SOFTWARE ENGINEER I - LAL
R&D PROJECT COORDINATOR	SOFTWARE ENGINEERING
	SOUND EFFECT EDITOR III

LucasFilm

SOUND EFFECTS EDITOR I	STAGE TECHNICIAN-I
SOUND EFFECTS EDITOR II	STAGE TECHNICIAN-II
SOUND EFFECTS EDITOR III	STAGE TECHNICIAN-III
SOUND RECORDIST	STAGE TECHNICIAN-IV
SR ART DIRECTOR	STAGE-ILM
SR CAMERA OPERATOR	STILL PHOTO PA/ARCHIVIST
SR COLORIST	STORY ARTIST
SR COMMERCIAL EDITOR	STORY CONSULTANT
SR CREATURE TECHNICIAN	STORYBOARD ARTIST
SR DIGITAL RESOURCE ASST	STORYBOARD/CONCENT ARTIST
SR FILM EDITOR	SUPERVISING DIRECTOR EPISODIC
SR GRAPHIC ARTIST	SUPERVISING DIRECTOR, LAL
SR MANAGER, R&D OPERATIONS	SUPERVISING SOUND EDITOR
SR MGR, MEDIA OPERATIONS	SUPERVISING TECHNICAL DIRECTOR
SR MGR, PRODUCTION MANAGEMENT	SUPERVISOR I
SR MODELMAKER	SUPERVISOR II
SR PROGRAMMER	SUPERVISOR OF ENGINEERING
SR R&D ENGINEER	SUPERVISOR, ENGINEERING
SR SOFTWARE ENGINEER	SUPERVISOR, VIDEO ENGINEERING
SR STAGE TECHNICIAN	SYSTEM ADMIN
SR SYSTEMS ENGINEER	SYSTEMS ENGINEER
SR TECHNICAL DIRECTOR	SYSTEMS ENGR- VIDEO SOFTWARE
SR TECHNICAL OPERATOR	SYSTEMS SECURITY ADMINISTRATOR
SR VFX EDITOR	SYSTEMS SECURITY ENGINEER
SR VIDEO EDITOR	SYSTEMS/TOOLS PROGRAMMER
SR VIDEO ENGINEER	TD (MID)
SR VIDEO SYSTEMS INTEGRATOR	TD (SR/LEAD) (PRJ)
SR VISUAL EFFECTS EDITOR	TD LEVEL I
SR VP, FEATURE PRODUCTION	TD LEVEL II MODELER
SR WIRE TECH	TD LEVEL III MODELER
SR. MODELMAKER	TD LEVEL III-FX/SIM
SR. MOLDMAKER	TECHNICAL ADVISOR
SR. STAGE TECH	TECHNICAL APPR/SKY
STAFF WRITER	TECHNICAL APPRENTICE
STAGE TECH	TECHNICAL APPRENTICE/CG
STAGE TECH 1	TECHNICAL APPRENTICE/TRAD
STAGE TECH 3	TECHNICAL ASSISTANT
STAGE TECH I	TECHNICAL ASSISTANT SUPERVISOR
STAGE TECHNICA 3	TECHNICAL ASSISTANT/TRAD
STAGE TECHNICA 4	TECHNICAL ASST/CG
STAGE TECHNICIAN	TECHNICAL ASST/SKY
STAGE TECHNICIAN 2	TECHNICAL DIRECTOR
STAGE TECHNICIAN I	TECHNICAL DIRECTOR I

LucasFilm

TECHNICAL DIRECTOR II
TECHNICAL MGR, EXTERNAL PROD
TECHNICAL OPERATOR
TECHNICAL PRODUCTION COORD
TECHNICAL SUPERVISOR
TECHNOCRANE OPERATOR
TV ANIMATOR
UNIX/PRODUCTION SYSTEMS
VFX SUPERVISOR
VFX SUPERVISOR/NON-UNION
VID. ASSIST - HEAD STAGE TECH
VIDEO ENGINEER
VIDEO ENGINEERING TECH COORD
VIDEO ENGINEERING-ILM
VIDEO SERVICES

VIDEO SUPERVISOR
VIDEO SYS SOFTWARE ENGINEER
VIDEO TECHNICIAN
VIDEO-SSN
VISION ENGINEER
VISUAL EFFECTS EDITOR
VISUAL EFFECTS EDITOR I
VISUAL EFFECTS EDITOR II
VISUAL EFFECTS EDITOR III
VISUAL EFFECTS PRODUCER
VISUAL EFFECTS PRODUCER I
VISUAL EFFECTS PRODUCER II
WEBMASTER
WEBMASTER III
WIRING TECHNICIAN

Pixar

360 DEGREE CREATIVE LEAD	CAMERA OPERATOR
360 DEGREE TECH. LEAD	CAMERA OPERATOR, ASST.
ADMINISTRATOR, TECH DEPT.	CAMERA OPERATOR, SR.
ANIMATION TECHNICIAN	CAMERA SUPERVISOR
ANIMATION WRANGLER	CGI PAINTER
ANIMATOR	CGI PAINTER 30 HRS
ANIMATOR, CROWD	CHARACTER DESIGN LEAD
ANIMATOR, CROWD LEAD	CHARACTER DESIGNER
ANIMATOR, DIRECTING	CO-PRODUCER
ANIMATOR, FIX	COLOR GRADING OPERATOR
ANIMATOR, FIX LEAD	COMPUTER OPERATOR
ANIMATOR, SUPERVISING	COORDINATOR, HELP DESK
APPLICATION DEVELOPER	CREATIVE ASSOCIATE
ARCHITECT, COLOR SYSTEMS	CREATIVE DIR., CANADA STUDIO
ARCHITECT, DIGITAL	CREATIVE DIRECTOR
ARCHITECT, SYSTEM	CREATIVE EXECUTIVE & DIRECTOR
ARCHIVE ASSISTANT	DATABASE PROJ. SPEC
ARCHIVE COORDINATOR	DATABASE PROJ. SPEC - 30 HRS
ARCHIVES TECHNICIAN	DESIGN LEAD
ARCHIVIST	DESIGNER
ARCHIVIST, COLLECTIONS	DESIGNER, CAMERA
ARCHIVIST, LEAD	DESIGNER, ENVIRONMENTAL
ARCHIVIST, LEAD - INFO RSRCS	DESIGNER, GRAPHIC
ARCHIVIST, LEAD - PROJ MGR.	DESIGNER, PRODUCTION
ART DIRECTOR	DESIGNER, SHADING
ART DIRECTOR, SHADING	DESIGNER, SHADING-HRLY
ARTIST, AFTER-EFFECTS	DEVELOPER, RENDERMAN PRODUCTS
ARTIST, ASST. STORY	DEVELOPMENT ASSOCIATE
ARTIST, CHARACTER	DEVELOPMENT COORDINATOR
ARTIST, DEVELOPMENT	DEVELOPMENT EXECUTIVE
ARTIST, DIGITAL	DIR. OF PRODUCTION
ARTIST, GRAPHIC	DIR., MEDIA SERVICES
ARTIST, MOTION GRAPHIC	DIR., MEDIA SYSTEMS
ARTIST, SKETCH	DIR., PHOTOSCIENCE
ARTIST, STORY	DIR., PIXAR UNIV. & ARCHIVES
ARTIST, STORY DEVELOPMENT	DIR., POST PRODUCTION & EDIT.
ARTIST, STORY-30 HRS	DIR., RENDERMAN PRODUCT DEV
ASSISTANT PROJECTIONIST	DIR., STEREO & IMAGE MASTERING
ASSISTANT, ART & FILM	DIR., STUDIO TOOLS
ASSISTANT, RAPID PROTOTYPE	DIR., SYSTEMS
ASSISTANT, SHADING PACKET	DIR., SYSTEMS INFRASTRUCTURE
ASST COLOR GRADING OPERATOR	DIRECTOR OF PHOTOGRAPHY

Pixar

DIRECTOR, ASSOCIATE DEV	ENGINEER, RECORDING
DIRECTOR, CO. - FEATURE	ENGINEER, RENDERING PIPELINE
DIRECTOR, FEATURE FILM	ENGINEER, RENDERMAN SUPPORT
DIRECTOR, SHADING ART	ENGINEER, SCREENING ROOM
DVD SPECIALIST & TRANSFER OP	ENGINEER, SOFTWARE
EDITOR	ENGINEER, SOFTWARE (HOURLY)
EDITOR, 1ST ASST.	ENGINEER, SOFTWARE (ROTATION)
EDITOR, 2ND ASST.	ENGINEER, SOFTWARE 30 HRS
EDITOR, ASSOCIATE	ENGINEER, SOFTWARE GRAPHICS
EDITOR, DOCUMENTARY ASSISTANT	ENGINEER, SOFTWARE TEST
EDITORIAL ASSISTANT	ENGINEER, SOFTWARE/TECHSUPPORT
EDITORIAL COORDINATOR	ENGINEER, SOFTWARE/TTD
ENGINEER	ENGINEER, SR SW INFRASTRUCTURE
ENGINEER SR., SOFTWARE	ENGINEER, SR. AUTOMATION
ENGINEER SR., SOFTWARE 30 HRS	ENGINEER, SR. MEDIA SYSTEM
ENGINEER, ANIMATION SUPPORT	ENGINEER, STUDIO SUPPORT
ENGINEER, API QUALITY ASSURANC	ENGINEER, SW INFRASTRUCTURE
ENGINEER, APPLICATIONS	ENGINEER, TECHNICAL SUPPORT
ENGINEER, ASSOCIATE	ENGINEER, VIDEO
ENGINEER, ASSURANCE AUTOMATION	ENGINEER, WEB
ENGINEER, DATABASE ARCHITECT	ENGINEER, WEB INFRASTRUCTURE
ENGINEER, EDITORIAL PIPELINE	ENGINEER., PROJ. LEAD SOFTWARE
ENGINEER, EDITORIAL SUPPORT	ENGINEERING MANAGER
ENGINEER, FRONT LINE SUPPORT	FRANCHISE GUARDIAN, CARS
ENGINEER, IMAGE MASTERING	GRAPHIC ARTIST
ENGINEER, INSTRUMENTATION	IMAGE MASTER SUPERVISOR
ENGINEER, LEAD	IMAGE MASTERING COORDINATOR
ENGINEER, LEAD INFRASTRUCTURE	INTERACTION DESIGNER
ENGINEER, LEAD PHOTOSCIENCE	INTRANET DESIGNER, PNG
ENGINEER, LEAD SOFTWARE	LAYOUT ARTIST
ENGINEER, MEDIA SYSTEMS	LAYOUT ARTIST, LEAD
ENGINEER, MENV SUPPORT	LAYOUT SUPERVISOR
ENGINEER, PHOTOSCIENCE	LAYOUT TD
ENGINEER, PIPELINE	MANAGER, PRODUCTION
ENGINEER, PIPELINE (ROTATION)	MANAGER, PRODUCTION FRANCHISE
ENGINEER, PNG LEAD SOFTWARE	MEDIA SYSTEMS COORDINATOR
ENGINEER, PNG QUALITY ASSURANC	MGR, MEDIA SERVICES
ENGINEER, PNG SOFTWARE	MGR, SOFTWARE PROJECT RELEASE
ENGINEER, PNG SR. SOFTWARE	MGR., 360 GROUP
ENGINEER, PRODUCTION	MGR., A/V ENGINEERING
ENGINEER, PRODUCTION SUPPORT	MGR., APPLICATIONS GROUP
ENGINEER, PU INFRASTRUCTURE	MGR., ARCHIVES
ENGINEER, QUALITY ASSURANCE	MGR., BUILD

Pixar

MGR., CAMERA DEPT.	PRODUCER, DVD
MGR., CAMERA DEPT. 35 HRS	PRODUCER, SHORTS
MGR., CAMERA DEPT. NE	PRODUCER, SHORTS EXECUTIVE
MGR., CREATIVE PROJECTS	PRODUCTION - CAMERA - HOURLY
MGR., DEPT. - 30 HRS	PRODUCTION ASSISTANT
MGR., DEPT. - FEATURE	PRODUCTION ASSISTANT - 3 DAYS
MGR., DEPT.-FEATURE (HRLY)	PRODUCTION ASSISTANT-EDIT
MGR., DESKTOP SYSTEMS	PRODUCTION ASST, EDITORIAL
MGR., EDIT & POST., SR.	PRODUCTION COORDINATOR
MGR., I.S. SUPPORT	PRODUCTION RESOURCES ASSOCIATE
MGR., IMAGE MASTERING	PRODUCTION SUPER-STORY/EDIT
MGR., INFRASTRUCTURE	PRODUCTION TECHNICIAN
MGR., IT CONSTRUCTION	PROGRAM MGR., STUDIO TOOLS
MGR., LEAD PROJ.-STUDIO TOOLS	PROGRAMMER
MGR., MEDIA SYSTEMS	PROGRAMMER-30 HRS
MGR., PRODUCTION OFFICE	PROJECT COORDINATOR
MGR., QUALITY ASSURANCE	PROJECT COORDINATOR, SPECIAL
MGR., RPG	PROJECT MGR., CARS
MGR., RPG & SYSTEMS OPS SVCS	PROJECT MGR., DVD
MGR., RPG - 32 HRS	PROJECT MGR., PNG
MGR., SR. PROJECT-STUDIO TOOLS	PROJECT MGR., RENDERMAN
MGR., SR. SYSTEMS	PROJECT MGR., SR. DESIGN
MGR., SW INFRASTRUCTURE	PROJECT MGR., STUDIO TOOLS
MGR., SYSTEMS INFRASTRUCTURE	PROJECTIONIST
MGR., SYSTEMS OPERATIONS	QA TESTER
MGR., TECHNICAL DIRECTORS	RAPD PROTOTYPE COMPUTER ARTIST
MGR., TOOLS WORKFLOW	RENDER COORDINATOR
MGR., TRAILER/INTERNATIONAL	RENDER PIPELINE SPECIALIST
MGR., USER INTERFACE	RENDER WRANGLER
NIGHT OPERATOR	RESEARCH ASSISTANT
PAINTER, DIGITAL	RESIDENT - ANIMATION
PAINTER, MATTE	RESIDENT - SOFTWARE ENGINEER
PHOTO EDITOR	RESIDENT - STORY ARTIST
PHOTOGRAPHER	RESIDENT - TECHNICAL DIRECTOR
PNG GROUP LEAD	SCHEDULING COORDINATOR
POST PRODUCTION ASSISTANT	SCIENTIST
POST PRODUCTION COORDINATOR	SCIENTIST, RESEARCH
POST PRODUCTION MANAGER	SCIENTIST, SR.
POST PRODUCTION SUPERVISOR	SCRIPT COORDINATOR
PRODUCER	SCRIPT SUPERVISOR
PRODUCER - PART TIME	SCULPTOR
PRODUCER, ASSOCIATE	SENIOR CAMERA OPERATOR
PRODUCER, DEVELOPMENT	SENIOR DEVELOPMENT EXECUTIVE

Pixar

SET DRESSER	TECHNICAL DIRECTOR, 3 DAYS
SET TD, SUPERVISING	TECHNICAL DIRECTOR, 4 DAYS
SOFTWARE DEVELOPER	TECHNICAL DIRECTOR, ASSOCIATE
SOUND DESIGNER, CHARACTER	TECHNICAL DIRECTOR, BLD_RENDER
SOUND EDITOR	TECHNICAL DIRECTOR, LEAD
SOUND EDITOR, ASSISTANT	TECHNICAL DIRECTOR, LEAD (30 H
SOUND EDITOR, ASSOCIATE	TECHNICAL DIRECTOR, SW ENG
SR CREATIVE DEVELOPER	TECHNICAL DIRECTOR, TOOLS
SR CREATIVE DEVELOPER 30 HRS	TECHNICAL LEAD, A/V
SR. PROJECTIONIST	TECHNICAL LEAD, BACKUP GROUP
SR. VP, TECHNOLOGY	TECHNICAL LEAD, IMAG MASTERING
STEREO, CREATIVE LEAD	TECHNICAL LEAD, MEDIA SYSTEMS
STORY ARTIST, DIGITAL	TECHNICAL LEAD, RENDERING
STORY EDITOR	TECHNICAL LEAD, RENDR PIPELINE
SUPERVISOR, DEPT/UNIT (30 HRS)	TECHNICAL LEAD, STEREO & INT'L
SUPERVISOR, MEDIA SERVICES	TECHNICAL LEAD, STORAGE
SUPERVISOR, SEQUENCE	TECHNICAL WRITER
SUPERVISOR, STORY	TECHNICAL WRITER, API
SYSTEMS ADMINISTRATOR	TECHNICIAN, A/V SYSTEMS
SYSTEMS ADMINISTRATOR, ASSET	TECHNICIAN, HARDWARE
SYSTEMS ADMINISTRATOR, JR.	TECHNICIAN, MEDIA SYSTEMS
SYSTEMS ADMINISTRATOR, JR. MAC	TECHNICIAN, PHOTOSCIENCE
SYSTEMS ADMINISTRATOR, LEAD	TOOLS COORDINATOR
SYSTEMS ADMINISTRATOR, SR.	TRANSFER OPERATOR
SYSTEMS ASSISTANT	TRANSITION COORDINATOR, PRD
SYSTEMS ASSISTANT 20 HRS	USER INTERFACE DESIGNER
SYSTEMS ASSISTANT 30 HRS	USER INTERFACE DESIGNER, SR.
SYSTEMS ASSISTANT PT	VIDEO, ENGINEER SR.
SYSTEMS COORDINATOR	VIDEOGRAPHER
TAILOR	VISUAL DESIGNER
TECH DIR., SR. ANIM SCIENTIST	VP, ADVANCED TECHNOLOGY
TECH DIRECTOR, CRTV SVCS	VP, COMPUTER OPERATIONS
TECH DIRECTOR, DEPT. SUPV	VP, CREATIVE & FEATURE DIR.
TECH DIRECTOR, SUPERVISING	VP, SOFTWARE ENGINEERING
TECH DIRECTOR-LEAD, CRTV SVCS	VP, SYSTEMS
TECHNICAL ASSISTANT	VP, TECHNOLOGY
TECHNICAL DIRECTOR	WORKFLOW ARTIST
TECHNICAL DIRECTOR (ROTATION)	WORKFLOW INTERACTION DESIGNER

Sony

ADMIN ASSOC SYS	CREATIVE EXECUTIVE
ADMIN DATA ARCHIVE	DC ANIMATION SUPV
ADMIN INT SYS	DC ANIMATION SUPV SR
ANIMATOR ASSOC DC	DC ANIMATOR ASSOC
ANIMATOR ASSOC TECHNICAL	DC ANIMATOR INT
ANIMATOR INT DC	DC ANIMATOR SPEC
ANIMATOR INT TECHNICAL	DC ANIMATOR SR
ANIMATOR SR	DC MODELER SPEC
ANIMATOR SR DC	DESIGNER CHARACTER
ANIMATOR SR TECHNICAL	DESIGNER PROD
ANIMATOR SUPV DC	DEV DIR, CONSOLE GAME DEVELOPMT
ARCHITECT PIPELINE	DEVELOPMENT SUPV
ARCHITECT SR SYS	DIGITAL ARTIST ASSOC
ARCHIVIST DIGITAL	DIGITAL ARTIST INT
ART DIRECTOR	DIGITAL ARTIST SR
ART DIRECTOR ASSOCIATE	DIGITAL EFFECTS SUPV
ART DIRECTOR PRINC	DIGITAL EFFECTS SUPV PROJ
ART DIRECTOR SR	DIGITAL PROD MGR ASSOC
ARTIST INT STORYBOARD	DIGITAL PROD MGR INT
ARTIST INT STORYBOARD I	DIGITAL PROD MGR SR
ARTIST INT STORYBOARD III	DIR
ARTIST INT VISUAL DEV	DIR ANIMATED FEATURES
ARTIST SR COMPOSITOR	DIR ANIMATION PRODUCTION
ARTIST SR LAYOUT	DIR ART
ARTIST SR STORYBOARD	DIR ART PROD DESIGNER
ARTIST SR VISUAL DEV	DIR DC ANIMATION
ARTIST TRAINEE STORYBOARD	DIR FILM INPUT/OUTPUT
ASSOCIATE COLOR TIMER	DIR PROD SVCS & RESOURCES
ASSOCIATE EDITOR LEVEL III	DIR SOFTWARE ENGINEERING
BACKGROUND ARTIST	DIR SYSTEMS RESEARCH
CG PROJ SUPV	EDITOR
CG SUP SR	EDITOR ASSOC
CHARACTER DESIGNER	EDITOR ASSOC VIDEO FX
CHARACTER DESIGNER ASST	EDITOR ASST
CHARACTER DESIGNER INT	EDITOR INT FILM FX
CO DIRECTOR - TERM DEAL	EDITOR INT FIM FX
CO-HEAD OF LAYOUT	EDITOR INT VIDEO FX
COMPOSITOR INT	EDITOR ON CALL
COMPOSITOR SR	EDITOR SR FILM FX
COORD ASSOC	EDITOR SR ONLINE
COORD PROD INT	ENGR ARCHITECT SOFTWARE
COORD PROD SR	ENGR ASSOC SOFTWARE
CREATIVE EXEC	ENGR ASSOC SYSTEMS

Sony

ENGR HARDWARE	MGR EDITORIAL
ENGR I SOFTWARE	MGR FEATURE ANIMATION ADMIN
ENGR II SOFTWARE	MGR HELP DESK
ENGR III SOFTWARE	MGR INT DIGITAL PROD
ENGR INT SYS	MGR PROD SERVICES & RESOURCES
ENGR PRINC SOFTWARE	MGR SR DCG
ENGR PRINC SYS	MGR SR DIGITAL PROD
ENGR SOFTWARE INT	MGR SR FEATURE PROD
ENGR SR SYS	MGR SR TECHNICAL PROD
ENGR SR SYSTEMS	MGR TECHNICAL PROD
ENGR SR VIDEO	MGR VISUAL DEV
ENGR VIDEO INT	MODELER ASSOC
EXEC DIR	MODELER INT
EXEC DIR POST PROD	MODELER SR
EXEC DIR PROD SVCS & RESOURCES	NEGATIVE FILM TECHNICIAN
EXEC DIR SOFTWARE ENGINEERING	PIPELINE SUPV
EXEC DIR SOFTWARE PROD	PROD ASST
FILM FX EDITOR INT	PROD ASST ASSOC
FILM FX EDITOR SR	PROD COORD ASSOC
FILM RECORDIST ASSOC	PROD COORD INT
FILM RECORDIST INT	PROD COORD SR
FILM RECORDIST SR LEAD	PROD MGR ASSOC
HEAD OF ANIMATION PIPELINE	PROD SVCS DEV SPEC
HEAD OF CHARACTER SETUP TECH	PROD SVCS TECH LEAD
HEAD OF LAYOUT	PROD SVCS TECH SR
HEAD OF STORY	PRODUCER
HEAD OF STORY TERM DEAL	PRODUCER ASSOC
HSC ARTIST INT	PRODUCER INT
HSC ARTIST SR	PRODUCER SR
IAC ARTIST ASSOC	PRODUCER SR VFX
IAC ARTIST SR	PRODUCTION ASST
IAC ARTIST SR LEAD	PRODUCTION DESIGNER
ILLUSTRATOR DESIGNER SR	PRODUCTION SERVICES DEV SPEC
LAYOUT SUPV	PRODUCTION SERVICES SPECIALIST
MATCH MOVER ASSOC	PRODUCTION SERVICES TECH LEAD
MATCH MOVER INT	RESEARCHER
MATCH MOVER SR	RESEARCHER VISUAL DEV
MATCHMOVER SR	ROTO ARTIST ASSOCIATE
MATTE PAINTER INT	ROTO ARTIST INT
MATTE PAINTER SR	ROTO ARTIST SR
MGR ASSOC TECHNICAL PROD	SCANNER TECHNICIAN INT
MGR ASST PROD	SCIENTIST COLOR
MGR DIGITAL PRODUCTION	SCIENTIST COLOR SPDP

Sony

SCULPTOR	SYSTEMS ENGINEER SR
SOFTWARE ENGINEER ARCHITECT	TECH LEAD PROD SVCS
SOFTWARE ENGINEER II	TECH SR PROD SVCS
SPEC	TECHNICAL ANIMATION SUPV
SPEC DATA ARCHIVE	TECHNICAL ANIMATOR ASSOC
SPEC OPS	TECHNICAL ANIMATOR INT
SPEC PROD SVCS DEV	TECHNICAL ANIMATOR SPECIALIST
SPEC RESOURCE	TECHNICAL ANIMATOR SR
SR ART DIRECTOR	TECHNICAL ANIMATOR SUP SR
STEREO SUPV	TECHNICAL ANIMATOR, INT
STORY ARTIST INT	TECHNICAL DIRECTOR ASSOC
STORY ARTIST SR	TECHNICAL DIRECTOR ASSOC - PIPELINE
STORYBOARD ARTIST	TECHNICAL DIRECTOR INT
SUPV CG PROJ	TECHNICAL DIRECTOR INT - PIPELINE
SUPV CHARACTER DESIGN	TECHNICAL DIRECTOR SR
SUPV DEV	TECHNICAL DIRECTOR SR - PIPELINE
SUPV INT CG	TECHNICIAN DIGITAL RESOURCE
SUPV MODELING DCG	TECHNICIAN ROBOT
SUPV POST PROD	TIMER SR DIGITAL
SUPV SR CG	VFX PRODUCER INT
SUPV SR CG PROJECT	VIDEO FX EDITOR INT
SUPV TECHNICAL ANIMATION	VISUAL DEV ARTIST TRAINEE
SUPV VISUAL DEV	VISUAL EFFECTS SUPV
SYSTEMS ADMIN ASSOC	VISUAL EFFECTS SUPV SR
SYSTEMS ADMIN LEAD	VISUAL FX SUPV
SYSTEMS ADMINISTRATOR ASSOC	VISUAL FX SUPV SR
SYSTEMS ADMINISTRATOR SR	WRITER TECHNICAL
SYSTEMS ARCHITECT	

EXHIBIT C

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Settlement”) is made and entered into on March 23, 2016, and amended on March 30, 2016, by and between (a) Blue Sky Studios, Inc. (“Blue Sky”), on the one hand, and (b) Georgia Cano, Robert Nitsch, and David Wentworth (the “Named Plaintiffs”) individually and the Class of individuals they seek to represent for purposes of this Settlement (the “Settlement Class” or “Class,” defined below), on the other hand. Blue Sky and the Named Plaintiffs are collectively referred to hereinafter as the “Settling Parties.”

WHEREAS, Plaintiffs are three Named Plaintiffs and a putative class of certain present and former employees in the action captioned *In re Animation Workers Antitrust Litigation*, 14-cv-04062-LHK (the “Action”) pending against Blue Sky, DreamWorks Animation SKG, Inc., Two Pic MC LLC f/k/a Image Movers Digital LLC, Lucasfilm, Ltd., LLC, Pixar, Sony Pictures Animation, Inc., Sony Pictures Imageworks, Inc., and The Walt Disney Company (collectively, the “Defendants”) in the United States District Court for the Northern District of California (the “Court”);

WHEREAS, on May 15, 2015, the Named Plaintiffs filed a Second Consolidated Amended Class Action Complaint (“SAC”) that alleges, among other things, that Defendants conspired to suppress their employees’ compensation by, among other things, entering into agreements with each other and with unnamed co-conspirators to limit solicitation and other recruiting activities with respect to each other’s employees, and agreeing upon compensation ranges, in violation of federal and state antitrust and unfair competition laws;

WHEREAS, the SAC further alleges, among other things, that, as a result of the conspiracy, Defendants undercompensated Plaintiffs and deprived them of career opportunities;

WHEREAS, the SAC asserts claims under federal and state antitrust and unfair competition laws and seeks recovery of, among other things, unpaid compensation, interest, treble damages, costs and attorneys’ fees;

WHEREAS, Blue Sky denied and continues to deny the allegations made by Plaintiffs in the SAC and during the litigation, that it engaged in any wrongdoing of any kind, or that it violated or breached any law, regulation or duty owed to the Plaintiffs, and further denies that it is liable or owes any form of compensation or damages to anyone with respect to the alleged facts or causes of action asserted in the litigation;

WHEREAS, Blue Sky is entering the Settlement on the terms set forth in this Agreement solely to avoid the risks, burdens, distractions, expense, uncertainties and diversion of resources from continued litigation;

WHEREAS, the Settling Parties have engaged in approximately one and a half years of costly and hard-fought litigation, conducted discovery related to both class certification and the merits, and disputed and contested the major factual and legal contentions of the Action including through extensive motion practice;

WHEREAS, based on their analysis of the merits of the claims and the impact of the Settlement on the Class and an evaluation of a number of factors including the substantial risks of continued litigation and the possibility that the litigation if not settled now might not result in any recovery whatsoever for the Class or might result in a recovery that is less favorable to the Class, Class Counsel believe that it is in the interest of all members of the Settlement Class to resolve finally and completely the potential claims of the Class Members against Blue Sky and that the terms of the Settlement Agreement are in the best interests of the Class and are fair, reasonable, and adequate;

WHEREAS, the Settling Parties have engaged in arm's-length negotiations in an effort to resolve all claims that have been, or could have been, asserted in the Action, where the terms of the agreement detailed herein were extensively debated and negotiated;

NOW, THEREFORE, in consideration of the promises, agreements, covenants, representations, and warranties set forth herein, and other good and valuable consideration provided for herein, the Settling Parties agree to a full, final and complete settlement of the Action on the following terms and conditions:

I. GENERAL TERMS OF THE SETTLEMENT AGREEMENT

A. Definitions

In addition to terms identified and defined elsewhere in this Settlement Agreement, and as used herein, the terms below shall have the following meanings:

1. "Action" means the lawsuit filed in the Northern District of California, and captioned, *In re Animation Workers Antitrust Litigation*, 14-cv-04062-LHK.
2. "Attorneys' Fees and Expenses" means the portion of the Settlement Fund approved by the Court for payment to Plaintiffs' counsel, including attorneys' fees, costs, and litigation and settlement expenses, plus accrued interest as described in Section VI.A herein.

3. “Blue Sky” means Blue Sky Studios, Inc.

4. “Blue Sky’s Counsel” means the law firm of Williams & Connolly LLP.

5. “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C.

§ 1715(b).

6. “Claims Administrator” means the entity that has been designated to provide notice to the Class and administer the Settlement Fund pursuant to Section II.A herein and orders of the Court.

7. “Claimant” means a Class Member who has submitted a timely and proper Claim Form.

8. “Class Counsel” means the law firms of Cohen Milstein Sellers & Toll PLLC; Hagens Berman Sobol Shapiro LLP; and Susman Godfrey L.L.P.

9. “Class Member” means any person who meets the criteria set forth in the definition of “Settlement Class” below.

10. “Court” means the United States District Court for the Northern District of California.

11. “Defendants” means Blue Sky Studios, Inc., DreamWorks Animation SKG, Inc., Two Pic MC LLC f/k/a Image Movers Digital LLC, Lucasfilm, Ltd., LLC, Pixar, Sony Pictures Animation, Inc., Sony Pictures Imageworks, Inc., and The Walt Disney Company.

12. “Effective Date” is the effective date of the Settlement, as defined in Section II.F herein.

13. “Escrow Agent” means Eagle Bancorp, Inc., which, assuming it agrees to do so, shall enter an agreement to carry out the tasks more fully detailed in the Escrow Agreement, including to receive, hold, invest, and disburse the Settlement Fund, subject to the direction of the Claims Administrator under the supervision of Class Counsel. The Settling Parties may replace Eagle Bancorp, Inc. with another mutually agreeable financial institution.

14. “Final Approval” means final approval of the Settlement by the Court pursuant to Federal Rule of Civil Procedure 23(e).

15. “Final Approval Hearing” or “Fairness Hearing” means the hearing at which the Court will consider Plaintiffs’ motion for judgment and Final Approval.

16. “Named Plaintiffs” means Georgia Cano, Robert Nitsch, and David Wentworth.

17. “Notice” means the Notice of Class Action Settlement Agreement and Settlement Hearing, which is to be mailed and emailed, directly to Class Members to the extent their mailing and email addresses can be identified through reasonable effort.

20. “Plaintiffs” means the Settlement Class, including the Named Plaintiffs.

21. “Plan of Allocation” means the formula by which the Settlement Fund will be distributed to Class Members, as well as the timing and other aspects of the distribution.

22. “Preliminary Approval” means an order, substantially in the form of the Proposed Preliminary Approval Order, conditionally certifying the Settlement Class and preliminarily approving the Settlement, the form of Notice, the Plan of Allocation, and other related matters, including timely payment for the cost of providing Notice and for Escrow Agent charges.

23. “Released Claims” means those claims specified in Section V.A herein.

24. “Released Parties” means Blue Sky Studios, Inc., its officers, directors, affiliates and employees (other than current or former Blue Sky employees who are members of the Settlement Class), and related entities as specified in Section V.A herein.

25. “Second Consolidated Amended Complaint” or “SAC” means the Second Consolidated Amended Complaint filed in the Action on May 15, 2015 (Dkt. 121).

26. “Settlement,” “Agreement,” and “Settlement Agreement” each mean the instant settlement terms agreed to by the Settling Parties as reflected in this Settlement Agreement.

27. “Settlement Class” or “Class” means all animation and visual effects employees employed by defendants in the United States who held any of the jobs listed in Ashenfelter Report Appendix C during the following time periods: Pixar (2001-2010), Lucasfilm Ltd., LLC (2001-2010), DreamWorks Animation SKG, Inc. (2003-2010), The Walt Disney Company (2004-2010), Sony Pictures Animation, Inc. and Sony Pictures Imageworks, Inc. (2004-2010), Blue Sky Studios, Inc. (2005-2010) and Two Pic MC LLC f/k/a ImageMovers Digital LLC (2007-2010). Excluded from the Class are senior executives, members of the board of directors, and persons employed to perform office operations or administrative tasks. The exact titles included in the Class (“Class Positions”) are identified in the Ashenfelter Report Appendix C and will be supplemented by the Claims Administrator under the supervision of Class Counsel if additional job titles consistent with this definition are identified.

28. “Settlement Fund” means Five Million Nine Hundred Fifty Thousand U.S. Dollars (\$5,950,000.00), including all interest earned thereon, that Blue Sky pays to settle as

described in Section III.A herein to be held, invested, administered, and disbursed pursuant to this Settlement Agreement.

B. Best Efforts To Effectuate the Settlement

The Named Plaintiffs and Blue Sky agree to cooperate and work together to effectuate the Settlement, after it has received Final Approval, as set forth in Section III.B. Blue Sky shall have no obligation to support any motion for Preliminary or Final Approval of the Settlement or request to certify a Settlement Class or litigation class.

II. COURT APPROVAL OF SETTLEMENT AND CLASS NOTICE

A. Retention of Claims Administrator

The Named Plaintiffs shall retain a Claims Administrator, which shall be responsible for the claims administration process, distribution to Class Members, withholding and paying applicable taxes, and other duties as provided herein. The Claims Administrator shall sign and be bound by the Protective Order entered in the Action and be required to agree in writing in a form approved by Blue Sky, such approval not to be unreasonably withheld, to treat information it receives or generates as part of the claims administration process as confidential and to use such information solely for the purposes of notice and claims administration, and functions necessarily associated therewith or by this Agreement. The fees and expenses of the Claims Administrator shall be paid exclusively out of the Settlement Fund. In no event shall Blue Sky be separately responsible for fees or expenses of the Claims Administrator.

B. Preliminary Approval and Notice of Settlement

1. The Named Plaintiffs, by and through Class Counsel, shall file with the Court, promptly after the execution of this Settlement Agreement, a motion for Preliminary Approval of the Settlement Agreement and Exhibits thereto, which will include a Proposed Preliminary Approval Order and a proposed Notice of Class Action Settlement and Fairness Hearing (“Notice”) and a Plan of Allocation. The Settling Parties will meet and confer about the form of the motion and its exhibits prior to the filing of the motion. After the filing of the motion, Blue Sky will then provide timely notice of such submission pursuant to the Class Action Fairness Act. The Named Plaintiffs will seek conditional certification of the Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

2. In the event that the Court preliminarily approves the Settlement Agreement, Co-Lead Class Counsel shall, in accordance with Rule 23(c)(2) of the Federal Rules of Civil

Procedure, direct the Claims Administrator approved by the Court to provide the Class with Notice as ordered by the Court.

3. If the Court denies the motion for preliminary approval the case will proceed as if no settlement has been attempted, and the Settling Parties shall be returned to their respective procedural postures, i.e., status quo as of March 9, 2016, so that the Settling Parties may take such litigation steps that Plaintiffs or Blue Sky otherwise would have been able to take absent the pendency of this Settlement. Blue Sky expressly retains the right to contest whether this case should be maintained as a class action and/or collective action and to contest the merits of the claims being asserted by Plaintiffs in this Action. In the event the Settlement does not obtain preliminary approval, Blue Sky reserves the right to submit for Court approval a case schedule which, among other things, proposes dates for completion of class certification and merits discovery and the filing of motions (and oppositions thereto).

4. Within twenty (20) days after the date of the Preliminary Approval order, Blue Sky shall provide to the Claims Administrator in an electronic database format, from the information in their human resources databases at that time, for the period of January 1, 2005, through December 31, 2010, the full legal name, social security number, all known email addresses, last known physical address, the last location or state where the employee worked for the defendant (if available), dates of employment in Blue Sky's job titles identified in the Ashenfelter Report Appendix C, and associated compensation by date, job title, and type of compensation of each Settlement Class Member employed or previously employed by Blue Sky. Where Blue Sky lacks information in its human resources databases about an employee's job title during the relevant period, it shall provide in an electronic database format in lieu of such job title and associated compensation all known dates of employment at Blue Sky, and all known associated compensation by date and type of compensation. The Claims Administrator shall utilize Class Members' information provided by Blue Sky solely for purposes of effectuating Notice and administering the Settlement Fund, including withholding taxes, and shall keep the information confidential.

5. The Claims Administrator shall provide Notice pursuant to the timing and terms of this Settlement Agreement. The Settling Parties intend that the Claims Administrator provide actual notice to each Class Member, to the extent practicable and that email notice be used where practicable. Notice shall be sent to all Settlement Class Members and potential Settlement Class

Members identified using the data provided by Blue Sky and other defendants at approximately the same time, and shall not be sent to current or former employees of Blue Sky sooner than to the employees of non-Blue Sky defendants. The Claims Administrator shall ensure that Notice is mailed and posted on the Internet within 21 days of receipt from all Defendants' data.

C. Objections

Objections to the Settlement, if any, must be submitted in writing, and must include a detailed description of the basis of the objection. Objections must be filed with the Court, with copies served on Class Counsel and Blue Sky's Counsel, postmarked on or before forty-five (45) days after the Notice was initially mailed to Class Members. No one may appear at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement without first having filed and served his or her objection(s) in writing postmarked on or before forty-five (45) days after the Notice was initially mailed to Class Members.

D. Class Member Opt-Out

Any Class Member may request exclusion from the Settlement Class by "opting out." Class Members who wish to opt out of the Settlement Class must timely submit to the Claims Administrator a request for exclusion. To be effective, such requests for exclusion must state: the Settlement Class Member's full legal name and address; the dates of his or her employment with any of the Defendants; and a statement that the Class Member wants to be excluded from this Settlement with Blue Sky and understands that this exclusion means the Class Member will not get any money or benefits from this Settlement. All requests for exclusion must be signed and dated by the Settlement Class Member or his or her legal representative, and be (1) mailed to the Claims Administrator via First Class United States Mail and postmarked by a date certain to be specified on the Notice, which will be 45 calendar days after the Claims Administrator makes the initial mailing of the Notice or (2) received by the Claims Administrator by that date, provided, however, that if a Class Member mails the Opt-Out Statement pursuant to option (1), it will be effective only if received by the Claims Administrator on or before 10 calendar days after the end of the Opt-Out Period. The end of the "Opt-Out Period" shall be 45 calendar days after the Claims Administrator makes the initial mailing. The Claims Administrator shall provide to counsel for the Settling Parties all opt-out requests that are received and shall prepare a summary of the opt-outs to be filed with the Court. Individuals who validly opt out are not entitled to any monetary award under this Settlement Agreement.

E. Final Approval

1. The Final Approval Hearing shall be at least 95 days from the date of the motion for preliminary approval to allow Blue Sky to complete its obligations under the Class Action Fairness Act.

2. Prior to the Final Approval Hearing, on the date set by the Court, the Plaintiffs, through Class Counsel, shall submit a motion for Final Approval of the Settlement by the Court, and shall seek entry of an order and final judgment between Blue Sky and Settlement Class Members who are not properly excluded as provided herein:

a. finding the Settlement Agreement and its terms to be fair, reasonable and adequate within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;

b. finding that the Notice given constitutes due, adequate and sufficient notice, and meets the requirements of due process and any applicable laws;

c. providing for payment of Attorneys' Fees and Expenses from the Settlement Fund (as provided in Section VI.A herein);

d. at the discretion of Class Counsel, providing for payment of service awards to the Named Plaintiffs;

e. setting forth the method for allocating the Settlement Fund;

f. directing that the Action be dismissed with prejudice as against Blue Sky and without costs to the Settling Parties;

g. approving the release of claims specified herein as binding and effective as to the Named Plaintiffs and all other Settlement Class Members (who are not otherwise properly excluded as provided herein) permanently barring and enjoining the Named Plaintiffs and all other Settlement Class Members (who are not otherwise properly excluded as provided herein) from asserting any Released Claims (as defined in Section V.A herein);

h. reserving exclusive and continuing jurisdiction over the Settlement Agreement, including the Settlement Fund (as defined in Section III.A herein) and the administration, consummation and interpretation of this Settlement Agreement; and

i. directing that an order and final judgment of dismissal be entered as between the Settling Parties in the Action.

3. If so required by the Court in connection with Final Approval of the Settlement, the Settling Parties agree to accept non-material and procedural changes to this Settlement Agreement. However, they are not obligated to accept any changes in the monetary amount of relief or any other substantive change to their respective obligations, except that, as set forth in Section VII.A, rejection of the Plan of Allocation shall not be a basis to terminate this Settlement and the Settling Parties agree to accept any changes to the Plan of Allocation required by the Court.

4. The Claims Administrator's affidavit of compliance with Notice requirements shall be filed with the motion for Final Approval of the Settlement.

F. Effective Date of the Settlement

The Settlement shall become final and effective upon the occurrence of all of the following ("Effective Date"):

1. The Settlement receives Final Approval by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

2. As provided for in Section II.E herein, entry is made of the order and final judgment, with prejudice, with respect to the Released Claims against Blue Sky and the Released Parties; and

3. Completion of any appeal(s) from the Court's order finally approving the Settlement under Rule 23(e) of the Federal Rules of Civil Procedure 23(e), including any such approval on remand from a decision of an appeals court, or the time for any such appeals has lapsed, provided, however, a modification or reversal on appeal of any amount of the fees and expenses awarded by the Court from the Settlement Fund or the Plan of Allocation shall not by itself prevent this Settlement from becoming final and effective if all other aspects of the final judgment have been affirmed. An appeal from approval of this Settlement and final judgment is deemed no longer subject to further appeal or review by certiorari the later of the day that is 90 days after resolution by the appellate court of last resort to which such appeal has been taken, or 90 days after the entry of the order denying discretionary review.

III. CONSIDERATION FOR SETTLEMENT

A. Monetary Settlement Fund

1. Subject to the provisions hereof, and in full, complete, and final settlement and release of all Released Claims against Blue Sky and the Released Parties in the Action, any claim

for Attorneys' Fees and Expenses, administrative costs, and any and all amounts to be paid to Class Members, Blue Sky shall make the following payments:

a. within ten (10) days of Preliminary Approval, Blue Sky shall deposit or cause to be deposited by wire transfer to the Escrow Agent One Hundred Thousand U.S. Dollars (\$100,000); and

b. within ten (10) days of Final Approval, Blue Sky shall deposit or cause to be deposited by wire transfer to the Escrow Agent Five Million Eight Hundred Fifty Thousand U.S. Dollars (\$5,850,000.00).

2. Under no circumstances shall Blue Sky or any Released Party be required to pay more than Five Million Nine Hundred Fifty Thousand U.S. Dollars (\$5,950,000.00) for any reason under the Agreement. No portion of the payments specified in Subsection III.A.1 of this Agreement (which shall be collectively referred to as the "Settlement Fund") will revert to Blue Sky unless the Settlement is terminated pursuant to Section VII.A or is reduced pursuant to Section VII.S or is not finally approved or does not become effective for any reason.

3. The Settlement Fund, including accrued interest paid by the Escrow Agent, deposited into an interest-bearing account ("the Account") created by order of the Court is intended to constitute a "qualified settlement fund" ("QSF") within the meaning of Section 1.468B-1 of the Treasury Regulations ("Treasury Regulations") promulgated under the U.S. Internal Revenue Code of 1986, as amended ("Code"). Blue Sky shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Claims Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.4688-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Blue Sky and the Claims Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

4. The Settling Parties, their counsel, and any Released Party shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund or QSF and shall have no liability, obligation or responsibility with respect to any liability, obligation or responsibility of the Claims Administrator, Settlement Fund, or QSF.

5. The Settlement Fund shall constitute a special award to the Class and to any Class Members receiving a payment and no portion shall be considered as a payment of overtime, salary, wages, and/or compensation under the terms of any company benefits plan or for any purpose, except for tax purposes to the extent contemplated by Section IV.C. Any taxes due as a result of income earned or payments made by the Settlement Fund will be imposed upon and paid from the Settlement Fund. Interest earned by the Settlement Fund (less any tax imposed upon such interest) shall become part of the Settlement Fund. The Settling Parties, their counsel, and any Released Party shall have no liability, obligation or responsibility for any such taxes, Attorneys' Fees and Expenses, service awards, or for any reporting requirements relating thereto.

6. Blue Sky's transfer of the Settlement Fund into the Account shall constitute full and complete satisfaction of its obligations under this Section and any and all Released Claims. Following Blue Sky's transfer of the Settlement Fund, neither Blue Sky nor any Released Party shall have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition or distribution of the Settlement Fund. The Named Plaintiffs and the other Settlement Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Blue Sky and any Released Party of all claims that are released herein and all Attorneys' Fees and Expenses, any service awards to Named Plaintiffs, and all administrative or other costs and expenses arising out of or related to the Settlement. The Named Plaintiffs and the other Settlement Class Members shall not under any circumstances be entitled to any further payment from Blue Sky or any Released Party with respect to any claims released herein, the Action or the Settlement. In the event that the Settlement Agreement becomes final and effective, payment of the Settlement Fund will fully satisfy any and all Released Claims. Except as provided by order of the Court, no Named Plaintiff or Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

7. Notwithstanding any effort, or failure, of the Claims Administrator or the Settling Parties to treat the Account as a QSF, any tax liability, together with any interest or penalties

imposed thereon, incurred by Blue Sky or any Released Party resulting from income earned by or payments made from the Account (or the receipt of any payment under this paragraph) shall be reimbursed from the Account in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after Blue Sky's or any Released Party's written request to the Claims Administrator. However, no such reimbursement is due to Blue Sky if the tax liability resulted from Blue Sky's action or failure to act.

B. Additional Consideration

1. As additional consideration for the Settlement Agreement, Blue Sky agrees to: (a) timely prepare a declaration, pursuant to Rule 902(11) of the Federal Rules of Evidence, for all documents produced by Blue Sky in this case that appear on Plaintiffs' trial exhibit list; (b) use best efforts to answer all reasonable questions posed by Plaintiffs' counsel concerning the content or circumstances of the documents produced by Blue Sky in this litigation; and (c) provide no voluntary cooperation to the other defendants in this litigation, including not providing declarations in opposition to class certification, if at that time this Settlement Agreement has been fully executed.

2. The Settling Parties all confirm, and agree to so represent to the Court, that their settlement negotiations were at arm's length, that there was no discussion of Class Counsel's attorneys' fees prior to negotiating the Class relief, and that there are no commitments between the Settling Parties beyond what is in this Settlement Agreement.

IV. DISTRIBUTION OF SETTLEMENT FUND AND ELIGIBILITY

A. Eligibility

1. Named Plaintiffs and Class Members who do not opt out shall be deemed eligible for a payment hereunder in accordance with the Plan of Allocation.

B. Distribution of Settlement Fund

1. Any Settlement Class Member who does not opt out pursuant to Section II.D is subject to and bound by the releases set forth in Section V.

2. Payments to Named Plaintiffs and other Settlement Class Members shall not be considered as a payment of overtime, salary, wages and/or compensation under the terms of any company benefit plan or for any purpose except for tax purposes as provided under Section IV.C.2. The receipt of settlement payments shall not diminish the amount of any compensation paid by Blue Sky or any contribution to or level of benefits under any Blue Sky benefit plan.

3. At an appropriate time or as ordered by the Court, the Claims Administrator under the supervision of Class Counsel shall render a determination as to the monetary award that should be paid to each Claimant from the Settlement Fund based on the methodology set forth in the Plan of Allocation.

4. The Claims Administrator's determination shall be final and not subject to review by, or appeal to, any court, mediator, arbitrator or other judicial body, including without limitation this Court. As will be reflected in the Final Approval order, Class Counsel and Blue Sky shall have no responsibility, and may not be held liable, for any determination reached by the Claims Administrator.

5. The total amount of such awards shall not exceed the net amount of the Settlement Fund after all Court awards for Attorney's Fees and Expenses, and Settlement expenses, including taxes.

6. In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court and payment of any taxes, Plaintiffs shall move the Court for an order disposing of all such funds, through additional distributions to eligible Claimants or escheatment.

C. Settlement Fund Distribution Procedures

1. Allocation

Without admitting liability, the Settling Parties agree that 15% of payments to Settlement Class Members are attributable to wages, 15% of such payments are attributable to lost mobility and career opportunities, and 70% of such payments are attributable to statutory multiplier damages and interest. The Settling Parties agree that no portion of the Settlement Fund is attributable to government penalties or fines.

2. Payment of Federal, State and Local Taxes

a. Payments to eligible Settlement Class Members from the Account will be subject to applicable tax withholding and reporting requirements and shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and applicable FICA taxes.

b. The Claims Administrator, as administrator of the QSF, and on behalf of the QSF, is expected to and shall carry out all the duties and obligations of the QSF in accordance with the Code and Treasury Regulations and all other applicable law, including in

respect of all withholding and employment taxes and all information reporting requirements with respect thereto.

c. The Claims Administrator, as administrator of the QSF, shall report that portion of the Settlement Fund payable as wages by the QSF to each eligible Claimant and to the United States Internal Revenue Service (“IRS”) and to other appropriate taxing authorities (each of the IRS and any such other taxing authority, a “Taxing Authority,” and collectively, “Taxing Authorities”) on an IRS Form W-2, or any other applicable form. Such amounts shall be subject to applicable employment taxes and withholding taxes, as determined by the Claims Administrator as administrator of the QSF making such payments.

d. The Claims Administrator shall pay from the QSF the employer’s share of U.S. federal employment taxes imposed under Sections 3111 and 3301 of the Code including without limitation the employer’s share of FICA, FUTA, Medicare and any state and local taxes, including without limitation SUTA, required to be paid by an employer on amounts treated as wages (all such U.S. federal, state and local taxes, collectively the “Employer Payroll Taxes”). Neither Named Plaintiffs, their counsel, Settlement Class Members nor the Claims Administrator shall seek payment for Employer Payroll Taxes from Blue Sky or any Released Party.

e. The Claims Administrator, as administrator of the QSF, shall report that portion of the Settlement Fund payable by the QSF to each eligible Claimant as statutory multiplier damages and interest to the Claimant and all applicable Taxing Authorities, to the extent required by law, under the Claimant’s name and U.S. federal taxpayer identification number on IRS Forms 1099, or other applicable form, and such payments shall be made without deduction for taxes and withholdings, except as required by law, as determined by the Claims Administrator, as administrator of the QSF making such payments.

f. The Claims Administrator shall be responsible to satisfy from the Settlement Fund any and all federal, state and local employment and withholding taxes, including, without limitation, federal, state and local income tax withholding, and any U.S. federal taxes without limitation including FICA, FUTA, and Medicare, and any state employment taxes, including without limitation SUTA. The Claims Administrator shall satisfy all federal, state, local, and other reporting requirements (including without limitation any applicable reporting with respect to attorneys’ fees and other costs subject to reporting), and any and all taxes, together with interest and penalties imposed thereon, and other obligations with

respect to the payments or distributions from the Settlement Fund not otherwise addressed herein.

g. The Claims Administrator shall be responsible for procuring any required tax forms from the Claimants prior to making any such payments or distributions.

h. Named Plaintiffs, individually and on behalf of the Class, and Class Counsel and each of them acknowledge and agree that neither Blue Sky nor any Released Party has provided any advice as to taxes including the taxability of the payments received pursuant to this Agreement. Blue Sky acknowledges and agrees that neither Named Plaintiffs nor Class Counsel has provided any advice as to the taxability of the payments received pursuant to this Agreement.

V. RELEASES

A. Release and Covenant Not To Sue

1. Upon the Effective Date, each Named Plaintiff and Settlement Class Member (who is not properly excluded as provided herein) (the “Releasers”) shall release, forever discharge and covenant not to sue Blue Sky together with its parent company Fox Entertainment Group, LLC and their other past and present direct and indirect parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees (other than employees who are members of the Class), agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) (the “Released Parties”) from all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising from or related to the facts, activities or circumstances alleged in the SAC or any other purported restriction on competition for employment or compensation of Named Plaintiffs or Class Members, up to the Date of the Settlement (the “Released Claims”), whether or not alleged in the SAC and whether or not any Class Member objects to the Settlement. For the avoidance of doubt, this Agreement shall not be construed to release any local, state or federal claim arising out of allegations of any product defect, discrimination, or personal or bodily injury, and shall not be construed to release any local, state or federal claim arising out of allegations of unlawful overtime or violations of ERISA or similar statute that are unrelated to the facts, activities, or circumstances alleged in the SAC or to the payments or distributions made pursuant to this Settlement.

2. Each Releasor expressly agrees that, upon the Effective Date, it waives and forever releases with respect to the Released Claims any and all provisions, rights and benefits conferred by either (a) § 1542 of the California Civil Code, which reads:

Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor[].

or (b) any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

3. Named Plaintiffs, Class Counsel, Blue Sky, and Blue Sky's Counsel shall not solicit or encourage any Class Member to exclude himself or herself from this Settlement.

B. Non-Settling Defendants

Nothing in this Settlement Agreement is intended to limit, reduce or affect whatever rights Named Plaintiffs or Class Members, or any of them, may have to seek damages or other relief in the Action or elsewhere from any person or entity other than Blue Sky and any Released Party, to the fullest extent allowed by law. This Agreement does not settle or compromise any claim by the Named Plaintiffs or Class Members asserted in the Action against any Defendant other than Blue Sky and any Released Party.

VI. ATTORNEYS' FEES AND EXPENSES AND ADMINISTRATIVE EXPENSES

A. Attorneys' Fees and Expenses and Named Plaintiff Service Awards

1. Class Counsel may apply to the Court for an award of Attorneys' Fees and Expenses incurred on behalf of the Named Plaintiffs and the Class and for Named Plaintiff service awards of \$10,000 for each Named Plaintiff. All Attorneys' Fees and Expenses, any interest due any counsel, and all Named Plaintiff service awards shall be payable solely out of the Settlement Fund in such amounts as the Court orders. Neither Blue Sky nor any Released Party has any liability or responsibility for any Attorneys' Fees and Expenses or any Named Plaintiff service awards. Blue Sky agrees not to oppose Named Plaintiff service awards of \$10,000 for each Named Plaintiff.

2. Upon the Effective Date, Class Counsel and Named Plaintiffs, individually and on behalf of the Class and each individual Class Member, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Blue Sky or any

Released Party for Attorneys' Fees and Expenses or costs associated with this Action or Class Counsel's representation of Named Plaintiffs and/or the Class in this Action.

3. All Attorneys' Fees and Expenses, any interest thereon, and all Named Plaintiff service awards shall be payable solely out of the Settlement Fund and may only be deducted from the Settlement Fund after the Effective Date as ordered by the Court. After the Effective Date, Class Counsel may withdraw from the Settlement Fund and allocate amongst Plaintiffs' counsel any Attorneys' Fees and Expenses and Named Plaintiff service awards awarded by the Court.

B. Costs of Notice and Administration

In no event shall Blue Sky be responsible for fees or expenses of the Claims Administrator. Notice and administration costs advanced pursuant to this Agreement shall reduce the amounts paid to the Settlement Fund.

VII. OTHER CONDITIONS

A. Settlement Is Terminated or Does Not Become Effective

In the event that the Settlement Agreement is terminated, is not finally approved or does not become effective for any reason, a final judgment is not entered in accordance with this Agreement, or such judgment does not become final, then (a) this Settlement Agreement shall be null and void and of no force and effect, (b) the Settlement Fund, including any and all interest earned thereon, less any amounts disbursed with Court approval for Notice costs or Escrow Agent charges, shall be returned to Blue Sky within ten (10) business days from the date the Settlement Agreement becomes null and void, and (c) any release pursuant to Section V herein shall be of no force or effect. In such event, the case will proceed as if no settlement has been attempted, and the Settling Parties shall be returned to their respective procedural postures, *i.e.*, status quo, as of March 9, 2016, so that the Settling Parties may take such litigation steps that Plaintiffs or Blue Sky otherwise would have been able to take absent the pendency of this Settlement. Blue Sky expressly retains the right to contest whether the Action should be maintained as a class action or collective action and to contest the merits of the claims being asserted by Plaintiffs. However, any reversal, vacating, or modification on appeal of (1) any amount of the fees and expenses awarded by the Court to Class Counsel, or (2) any amount of payments to any Named Plaintiff or other Settlement Class Member, or (3) any determination by the Court to award less than the amount requested in Attorneys' Fees and Expenses or service

awards to Named Plaintiffs, or (4) any determination by the Court to modify the Plan of Allocation, shall not give rise to any right of termination or otherwise serve as a basis for termination of this Settlement Agreement. In the event the Settlement fails to obtain Preliminary Approval or Final Approval because of the Plan of Allocation, the Settling Parties agree to retain all other terms of the Settlement and negotiate a Plan of Allocation consistent with any applicable orders or directions from the Court.

In the event the case proceeds as provided in this Section, Blue Sky may submit for Court approval a case schedule that, among other things, proposes dates for completion of class certification and merits discovery and the filing of motions (and oppositions thereto).

B. Preservation of Rights

The Settling Parties agree that this Settlement Agreement, whether or not it shall become effective pursuant to Section II.F herein, and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Blue Sky, any Released Party, or any other Defendant, or of the truth of any of the claims or allegations contained in the complaints in the Action or any other pleading or document, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in this case or any other action or proceeding. The Settling Parties further acknowledge and agree that the negotiations and discussions that led to this Settlement are fully protected from disclosure by Federal Rule of Evidence 408 and California Evidence Code Sections 1119 and 1152. Without limiting the foregoing, Plaintiffs shall not cite any document memorializing the terms of the Settling Parties' agreement in principle that led to this Settlement Agreement, this Settlement Agreement itself, or any motion for Preliminary Approval or Final Approval or Order relating thereto in support of any motion or argument for certification of a litigation class against Blue Sky. Blue Sky preserves and does not waive any of its arguments in opposition to, and all rights to oppose, certification of a litigation class in this Action or any other action. The Settling Parties expressly reserve all of their rights and defenses if this Settlement does not become final and effective in accordance with the terms of this Settlement Agreement.

C. No Assignment

Class Counsel and Named Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action or any related action.

D. Binding Effect

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties and to the Released Parties. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Named Plaintiffs and Class Counsel shall be binding upon all Settlement Class Members.

E. Mistake

In entering and making this Settlement Agreement, the Settling Parties assume the risk of any mistake of fact or law. If the Settling Parties, or any of them, should later discover that any fact they relied upon in entering into this Settlement Agreement is not true, or that their understanding of the facts or law was incorrect, the Settling Parties shall not be entitled to seek rescission of this Settlement Agreement, or otherwise attack the validity of the Settlement Agreement, based on any such mistake. This Agreement is intended to be final and binding upon the Settling Parties regardless of any mistake of fact or law.

F. Advice of Counsel

Except as set forth in this Settlement Agreement, the Settling Parties represent and warrant that they have not relied upon or been induced by any representation, statement or disclosure of the other Settling Parties or their attorneys or agents, but have relied upon their own knowledge and judgment and upon the advice and representation of their own counsel in entering into this Agreement. Each Settling Party warrants to the other Settling Parties that it has carefully read this Agreement, knows its contents, and has freely executed it. Each Settling Party, by execution of this Agreement, represents that it has been represented by independent counsel of its choice throughout all negotiations preceding the execution of this Settlement Agreement.

G. Integrated Agreement

This Settlement Agreement contains the entire, complete, and integrated statement of each and every term and provision of the Settlement Agreement agreed to by and among the

Settling Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by the undersigned in the representative capacities specified, or others who are authorized to act in such representative capacities.

H. Headings

The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

I. No Drafting Presumption

All counsel to all Settling Parties hereto have materially participated in the drafting of this Settlement Agreement. No party hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

J. Choice of Law

All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

K. Consent to Jurisdiction and Choice of Exclusive Forum

Any and all disputes arising from or related to the Settlement, the Settlement Agreement, or claims administration, including Attorneys' Fees and Expenses, must be brought by Blue Sky, any Released Party, Named Plaintiffs, and/or each member of the Class, exclusively in the Court. Blue Sky, Named Plaintiffs and each member of the Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including, without limitation any suit, action, proceeding or dispute relating to the release provisions herein, except that this paragraph shall not prohibit (a) any Released Party from asserting in the forum in which a claim is brought that the release herein is a defense, in whole or in part, to such claim, or (b) in the event that such a defense is asserted in that forum and this Court determines that it cannot bar the claim, the determination of the merits of the defense in that forum.

L. Enforcement of Settlement

Nothing in this Settlement Agreement prevents Blue Sky or any Released Party from enforcing or asserting any release herein, subject to the provisions of Section V herein. Notwithstanding any other provision of this Settlement Agreement, this Settlement Agreement and the releases contained herein may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted by any Named Plaintiff or other Settlement Class Member (who is not properly excluded as provided herein) with respect to any Released Claims and may be filed, offered and received into evidence and otherwise used for such defense.

M. Severability

In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Blue Sky's Counsel and Class Counsel mutually agree to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Settlement Agreement.

N. No Admission

Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding, of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Blue Sky, any Released Party, Named Plaintiffs, Class Members or any of them, including without limitation that Blue Sky or any Released Party has engaged in any conduct or practices that violate any state or federal antitrust statute or other law. Blue Sky denied and continues to deny the allegations made by Plaintiffs in the SAC and during the litigation that it engaged in any wrongdoing of any kind, or that it violated or breached any law, regulation or duty owed to the Plaintiffs, and further denies that it is liable or owes any form of compensation or damages to anyone with respect to the alleged facts or causes of action asserted in the litigation. Plaintiffs shall not cite the Settlement Agreement in support of any motion for certification of a litigation class against Blue Sky.

O. Execution in Counterparts

This Settlement Agreement may be executed in counterparts. Facsimile or PDF signatures shall be considered as valid signatures as of the date hereof.

P. Appeals

The proposed order and final judgment shall provide that any Class member who wishes to appeal the Court's Final Approval order and final judgment, which appeal will delay the distribution of the Settlement Fund to the Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

Q. Calculation of Time

To the extent any timeframe set out in this Settlement Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions contained in Rule 6 of the Federal Rules of Civil Procedure.

R. Opt Out Credit

Blue Sky shall be entitled to a pro rata reduction in the contribution to the Settlement Fund in the event that 4% or more of Class Members properly exclude themselves from this Settlement pursuant to the terms approved by the Court and described in the class notice.


IN WITNESS WHEREOF, the Settling Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

Dated: March 30, 2016

On behalf of Plaintiffs Georgia Cano, Robert Nitsch, and David Wentworth and the Class

COHEN MILSTEIN SELLERS & TOLL PLLC



Daniel A. Small
Brent W. Johnson
1100 New York Avenue N.W., Ste. 500
Washington, D.C. 20005
Telephone: (202) 408-4600
Facsimile: (202) 408-4699

Dated: March 30, 2016

HAGENS BERMAN SOBOL SHAPIRO LLP

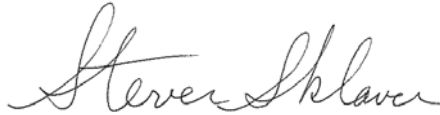
Steven W. Berman
1918 Eighth Avenue, Ste. 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594



Jeff D. Friedman
Shana E. Scarlett
715 Hearst Ave.
Suite 202
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001

Dated: March 30, 2016

SUSMAN GODFREY L.L.P.



Marc M. Seltzer
Steven G. Sklaver
1901 Avenue of the Stars, Ste. 950
Los Angeles, CA 90067-6029
Telephone: (310) 789-3100
Facsimile: (310) 789-3150

Interim Class Counsel

Dated: March 30, 2016

On behalf of Defendant Blue Sky Studios, Inc.

WILLIAMS & CONNOLLY LLP

John E. Schmidlein
Jonathan B. Pitt
725 Twelfth Street, N.W.
Washington, D.C. 20005
Telephone: (202) 434-5000
Facsimile: (202) 434-5029

Dated: March 30, 2016

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Dated: March 30, 2016

SUSMAN GODFREY L.L.P.

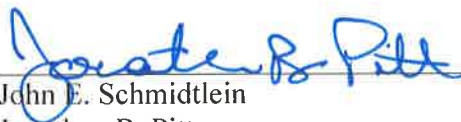
Marc M. Seltzer
Steven G. Sklaver
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Telephone: (310) 789-3100
Facsimile: (310) 789-3150

Interim Class Counsel

Dated: March 30, 2016

On behalf of Defendant Blue Sky Studios, Inc.

WILLIAMS & CONNOLLY LLP



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Jonathan B. Pitt
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Washington, D.C. 20005
Telephone: (202) 434-5000
Facsimile: (202) 434-5029

EXHIBIT D

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,
FAIRNESS HEARING, AND RIGHT TO APPEAR**

IMPORTANT INFORMATION – READ CAREFULLY AND DO NOT DISCARD

If you were employed in the visual effects or animation industry at Blue Sky Studios, Inc., DreamWorks Animation SKG, Inc., Two Pic MC LLC (f/k/a Image Movers Digital LLC), Lucasfilm, Ltd., LLC, Pixar, Sony Pictures Animation, Inc., Sony Pictures Imageworks, Inc., or The Walt Disney Company during the time periods set forth below, you could get money from a class action settlement. Please read this Notice carefully.

A court authorized this Notice. This is not a solicitation from a lawyer.

This Notice describes a settlement of a lawsuit and how you can get money from that settlement or exclude yourself from it.

BACKGROUND

- On [date], the Honorable Lucy H. Koh of the United States District Court for the Northern District of California entered an order preliminarily certifying a settlement class of visual effects and animation employees in a class action lawsuit involving allegations that several animation and visual effects studios conspired to suppress compensation by agreeing not to solicit each other's employees, and to coordinate compensation policies. The class action lawsuit claims that Blue Sky Studios, Inc. ("Blue Sky"), DreamWorks Animation SKG, Inc., Two Pic MC LLC (f/k/a ImageMovers Digital LLC), Lucasfilm, Ltd., LLC, Pixar, Sony Pictures Animation, Inc., Sony Pictures Imageworks, Inc., and The Walt Disney Company (collectively, the "Defendants") violated federal and state antitrust laws as a result. Defendants deny that they violated any antitrust law or engaged in any wrongdoing.
- **Blue Sky has now settled those claims.** The remaining defendants have not. However, if you worked for *any* of the companies listed above in the visual effects or animation field during the time period listed below, you may be entitled to compensation.
- If you are a Class Member, you have a right to participate in the Settlement.
- This is not a lawsuit against you. Your participation in this lawsuit or acceptance of money from the Settlement will not affect your employment status or compensation in any way.
- **The purpose of this Notice is to advise you of your rights with respect to this Settlement.** Please read it carefully. **This Notice explains your legal rights and options – and the deadlines to exercise them.** Your legal rights will be affected whether you act or don't act, and you have choices to make now.

WHO IS A CLASS MEMBER?

There is a two-step process for determining if you are a Class member.

- *First*, you must have been employed by one or more of the Defendants in the United States during the following time periods: Pixar (2001-2010), Lucasfilm Ltd., LLC (2001-2010), DreamWorks Animation SKG, Inc. (2003-2010), The Walt Disney Company (2004-2010), Sony Pictures Animation, Inc. and Sony Pictures Imageworks, Inc. (2004-2010), Blue Sky Studios, Inc. (2005-2010) and Two Pic MC LLC f/k/a ImageMovers Digital LLC (2007-2010). Excluded from the Class are senior executives, members of the board of directors, and persons employed to perform office operation or administrative tasks.
- *Second*, your job title during the time frame referenced above must be listed on the attached list (entitled “**List of Job Titles by Defendant**”), which generally describes positions in the animation and visual effects industry. You may not know what your job title was. If you have any questions about this, please contact phone number **xxxxxxx** or visit the following website: www.animationlawsuit.com.
- **The Court in charge of this case still has to approve the Settlement. Payment will be made if the Court approves the Settlement and orders that the Settlement Fund be distributed. Please be patient.**

<u>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT</u>	
DO NOTHING	You will receive a payment from the Settlement if you are a Class Member. You will receive money from the Settlement when the funds are distributed and will waive any rights to pursue a later lawsuit of your own against Blue Sky. You will retain your claims against the other Defendants.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no payment from the Settlement. This is the only way you can file your own lawsuit or ever be part of any other lawsuit about the claims in this case against Blue Sky. As described in Question 20, below, you may exclude yourself from the Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT	Following the instructions in Question 23, write to the Court about why you like or do not like the Settlement by no later than [DATE]. You may also ask to speak to the Court about your written comments or objections about the fairness of the Settlement at the “Fairness Hearing” on DATE/TIME , although you do not have to do so. To comment on or object to the Settlement and request to speak at the Fairness Hearing, you must act before [DATE] . Your objection must be signed under penalty of perjury, and must include a summary of any other objections you or your attorney filed to any class action settlements submitted to any court in the United States in the previous five years.
GO TO THE COURT’S FAIRNESS HEARING ABOUT THE SETTLEMENT	If you would like, you can ask to speak in Court about the fairness of the Settlement if you follow the instructions in Question 23 of this Notice. You do not need to speak to the Court to receive benefits under the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because Defendants' records show you may have worked as an animation or visual effects employee in one of the job positions described in the attached list (entitled "List of Job Titles by Defendants") during some or all of the following time periods:

- Pixar (2001-2010)
- Lucasfilm Ltd., LLC (including Industrial Light & Magic) (2001-2010)
- DreamWorks Animation SKG, Inc. (2003-2010)
- The Walt Disney Company (including Walt Disney Animation Studios) (2004-2010)
- Sony Pictures Animation, Inc. and Sony Pictures Imageworks, Inc. (2004-2010)
- Blue Sky Studios, Inc. (2005-2010)
- Two Pic MC LLC f/k/a ImageMovers Digital LLC (2007-2010)

The Court sent you this Notice because you have the right to know about the proposed Settlement of this class action lawsuit with Blue Sky, and about your legal rights and options, before the Court holds a "Fairness Hearing" to decide whether to grant final approval of the Settlement.

This Notice explains the lawsuit, the Settlement, and your legal rights. It also explains what benefits from the Settlement will be available, who is eligible for them, and how to obtain them. If the Court approves the Settlement and orders that the Settlement Fund be distributed, an administrator appointed by the Court will make the payments that the Settlement allows. The Court has preliminarily approved the Settlement. If you are a Class Member, you have legal rights and options that you may exercise before the Court considers whether it will grant final approval of the proposed Settlement at the "Fairness Hearing." The Court will hold the Fairness Hearing on **[DATE/TIME/LOCATION]** to decide whether the proposed Settlement is fair, reasonable, and provides adequate compensation and benefits to the members of the Class. The date and time for the Fairness Hearing may change. Please check www.animationlawsuit.com or the District Court's website for updated information.

If you wish to comment on or object to the Settlement, or to exclude yourself from the Settlement, you must do so following the procedures described below. If you do nothing, you will receive money from the Settlement and you will be bound by any final judgment.

2. What is this lawsuit about?

The lawsuit claims that Defendants conspired to suppress compensation by agreeing not to solicit each other's employees, and to coordinate compensation policies in violation of federal and state antitrust laws. Each of the Defendants, including Blue Sky, denies that it violated any laws or engaged in any wrongdoing. Blue Sky has entered into a Settlement Agreement with Plaintiffs. The other Defendants have not settled with the Plaintiffs, and the case against them continues. To obtain more information about the claims in this lawsuit, you can view the complaint and other court documents in this case at www.animationlawsuit.com.

3. Why is this a class action, and who is involved?

In a class action lawsuit, one or more persons called "Named Plaintiffs" or "Class Representatives" sue on behalf of other people who have similar claims. The people with similar claims together are a "Class" and are called "Class Members." A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class. For purposes of this Settlement, the Court appointed Named Plaintiffs Georgia Cano, Robert Nitsch, and David Wentworth as Class Representatives in this case.

4. Why is there a partial Settlement?

The Court has not found in favor of Plaintiffs or Blue Sky. Plaintiffs and Blue Sky have agreed to a Settlement which, if it is approved, will bring the claims against Blue Sky to a close. That way, the Plaintiffs and Blue Sky avoid the uncertainty of continuing the case between them and the cost of further litigation, and Class Members will get the benefits of the Settlement. The Class Representatives support the Settlement.

5. Why is the Settlement a “partial” Settlement?

Although the Settlement with Blue Sky fully resolves the Class Members’ claims against Blue Sky as described in Question 16, the Settlement only partially resolves the case, which will continue against the Non-Settling Defendants, as discussed in Question 6. For this reason, the settlement with Blue Sky is a partial Settlement.

6. Why is the lawsuit continuing if there is a Settlement?

Blue Sky has agreed to settle this case. The Non-Settling Defendants (DreamWorks Animation SKG, Inc., Two Pic MC LLC (f/k/a Image Movers Digital LLC), Lucasfilm, Ltd., LLC, Pixar, Sony Pictures Animation, Inc., Sony Pictures Imageworks, Inc., and The Walt Disney Company) have not agreed to settle, so the lawsuit will continue against them. More money may become available in the future as a result of additional settlements with and/or a trial against the Non-Settling Defendants, but there is no guarantee this will happen.

7. What happens if the Plaintiffs later reach a settlement with the Non-Settling Defendants?

This partial settlement does not end the case against the Non-Settling Defendants. It cannot be known whether the Plaintiffs would prevail against the Non-Settling Defendants at a trial. If there are additional settlements in the future, there will be notice of those settlements as well, and at a time determined by the Court, all settlement funds received from Blue Sky and from any other Defendants who have settled may simultaneously be distributed to Class members.

WHO IS IN THE SETTLEMENT AND THE CLASS ACTION LAWSUIT?

8. Am I a Class Member who is part of the Settlement?

In general, individuals who were animation or visual effects employees at any one of the Defendant companies may be Class Members who are eligible for a payment from the Settlement when the funds are distributed, if they meet the following definition:

- *First*, you must have been employed by one or more of the Defendants in the United States during the following time periods: Pixar (2001-2010), Lucasfilm Ltd., LLC (2001-2010), DreamWorks Animation SKG, Inc. (2003-2010), The Walt Disney Company (2004-2010), Sony Pictures Animation, Inc. and Sony Pictures Imageworks, Inc. (2004-2010), Blue Sky Studios, Inc. (2005-2010) and Two Pic MC LLC f/k/a ImageMovers Digital LLC (2007-2010). Excluded from the Class are senior executives, members of the board of directors, and persons employed to perform office operation or administrative tasks.
- *Second*, your job title during the time frame referenced above must be listed on the attached list (entitled “List of Job Titles by Defendant”), which generally describes positions in the animation and visual effects industry.

9. What if I still don’t know if I’m a Class Member?

If you received this Notice, it is because you were listed as a potential Class Member. If you are still not sure whether you are included, you can get help at www.animationlawsuit.com or by calling [phone number].

10. Does it make a difference whether I work or worked for Blue Sky, on the one hand, or DreamWorks Animation, Two Pic (f/k/a IMD), Lucasfilm, Pixar, Sony Pictures Animation, Sony Pictures Imageworks, or The Walt Disney Company, on the other hand?

As long as you fall within the definition of the Class in Question 8 above, you can participate in the Settlement, regardless of which Defendant you work or worked for, or whether you have worked for more than one. Current and former employees of Settling Defendant (Blue Sky) and the other Defendants (Dreamworks, Two Pic, Lucasfilm, Pixar, Sony Pictures Animation, Sony Pictures Imageworks, Disney) who fall within the definition of the Class in Question 8 are all Class Members and are all entitled to receive a payment under the Settlement.

11. What are my rights as a Class Member?

You have the right to (1) do nothing, in which case you will receive a payment and will waive any rights to pursue a later lawsuit of your own against Blue Sky, (2) exclude yourself from Settlement (see Question 20), (3) comment on or object to the Settlement (see Question 23), or (4) attend the Court's Fairness Hearing to speak in support of or against the Court's final approval of the Settlement (see Question 24).

THE SETTLEMENT BENEFITS

12. What does the Settlement provide?

Blue Sky will pay \$5,950,000 into a Settlement Fund. After deducting attorneys' fees, costs, applicable taxes, and other fees and expenses (see Question 19), the Settlement Fund will be distributed to Class Members. In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court and payment of any taxes, Plaintiffs will ask the Court for an order disposing of all such funds, through additional distributions to eligible Class members and/or escheat to the federal government.

As a Class Member, you will give up, or "release," your claims against Blue Sky in exchange for the right to receive your share of the Settlement Fund. That release includes any claims made or that could have been made against Blue Sky arising from the facts alleged in this lawsuit. The release is described in more detail in the Settlement Agreement and in Question 16 below. You can view or download a copy of the Settlement Agreement at www.animationlawsuit.com.

13. How much money can I get from the Settlement?

Class Members who do not opt out will be eligible to receive a share of the Settlement Fund, less all applicable reductions based on a formula using the total compensation paid to a Class Member. In other words, each Class Member's share of the Settlement Fund is a fraction, with the Class Member's total compensation paid on the basis of employment in a Class Position during the Class Period as the numerator and the total compensation paid to all Class Members on the basis of employment in a Class Position during the Class Period as the denominator:

*(Class Member's individual total compensation paid on the basis of employment in
Class Positions during the Class Period)*

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*(Total compensation paid to Class Members on the basis of employment in
Class Positions during the Class Period)*

Each Class Member's fractional amount shall be multiplied against the Settlement Fund, less court-approved costs, service awards, and attorneys' fees and expenses. The total compensation paid, dates of employment, and whether a potential Class Member held a Class Position will be conclusively derived from

Defendants' data maintained by their respective human resources departments and will not be subject to challenge by Class Members. Payments to Class Members shall not be made until the Effective Date has passed and all objections, collateral challenges or appeals relating to the Settlement have been fully and finally resolved. The proposed Plan of Allocation is available for review at www.animationlawsuit.com, and will be presented for approval by the Court at the Fairness Hearing (see Question 24).

RECEIVING MONEY FROM THE SETTLEMENT

14. How can I get money from the Settlement?

You do not need to do anything to receive money from the Settlement. If you fall within the Class definition and do not opt-out of the Settlement, you will receive money from the Settlement. If you exclude yourself from Settlement, you will not receive money from the Settlement.

15. When will I get my payments?

The Court will hold a Fairness Hearing on **[DATE/TIME]** to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. If an appeal is filed, it is hard to estimate how long it might take for it to be resolved, but it can take a lot of time, perhaps more than a year. Settlement payments to Class Members will be distributed if the Settlement is approved, and after appeals, if any, are resolved. Updates regarding the Settlement and when payments may be made will be posted on the settlement website, www.animationlawsuit.com.

16. What am I giving up to get payments under the Settlement?

If you are a Class Member, unless you exclude yourself from the Settlement, you will remain within the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Blue Sky about the claims in this case. It also means that all of the Court's orders will apply to you and legally bind you, and that you agree to the following "Release of Claims," which describes exactly the legal claims that you give up if you participate in the Settlement:

Upon the Effective Date, each Named Plaintiff and Settlement Class Member (who is not properly excluded as provided herein) (the "Releasers") shall release, forever discharge and covenant not to sue Blue Sky together with its parent company Fox Entertainment Group, LLC and their other past and present direct and indirect parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees (other than employees who are members of the Class), agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) (the "Released Parties") from all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising from or related to the facts, activities or circumstances alleged in the SAC or any other purported restriction on competition for employment or compensation of Named Plaintiffs or Class Members, up to the Date of the Settlement (the "Released Claims"), whether or not alleged in the SAC and whether or not any Class Member objects to the Settlement. For the avoidance of doubt, this Agreement shall not be construed to release any local, state or federal claim arising out of allegations of any product defect, discrimination, or personal or bodily injury, and shall not be construed to release any local, state or federal claim arising out of allegations of unlawful overtime or violations of ERISA or similar statute that are unrelated to the facts, activities, or circumstances alleged in the SAC or to the payments or distributions made pursuant to this Settlement.

THE LAWYERS REPRESENTING YOU

17. Who represents me in this case?

The Court appointed the following three law firms as Settlement Class Counsel to represent the Settlement Class:

Daniel A. Small COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Ave. NW, Suite 500 Washington, DC 20005 Telephone: (202) 408-4600 Facsimile: (202) 408-4699 dsmall@cohenmilstein.com	Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 Telephone: (206) 623-7292 Facsimile: (206) 623-0594 steve@hbsslaw.com	Marc M. Seltzer SUSMAN GODFREY LLP 1901 Avenue of the Stars, Suite 950 Los Angeles, CA 90067-6029 Telephone: (310) 789-3100 Facsimile: (310) 789-3150 mseltzer@susmangodfrey.com
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These lawyers and law firms are called “Plaintiffs’ Counsel.”

18. Should I get my own lawyer?

You do not need to hire your own lawyer because the Plaintiffs’ Counsel are working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Plaintiffs’ Counsel to speak for you. You may also appear for yourself without a lawyer.

19. How will the lawyers be paid?

Plaintiffs’ Counsel may ask the Court to approve payment from the Settlement Fund for attorneys’ fees, which will not exceed 30 percent of the Settlement Fund. Plaintiffs’ Counsel will not receive any portion of their fees at least until the initial distribution of payments to Class Members has been approved by the Court. Plaintiffs’ Counsel will also ask the Court to approve payment from the Settlement Fund for their out-of-pocket costs and expenses.

Plaintiffs’ Counsel will also ask the Court to approve payments of up to \$10,000 to each of the three individual Class Representatives as Service Awards for their service to the Class.

The costs of providing this Notice and administering the Settlement are being paid from the Settlement Fund. If the Court grants Counsel’s requests, all fees, costs, and expenses would be deducted from the Settlement Fund.

20. How do I get out of the Settlement?

If you fall within the Class definition but don’t want a payment from the Settlement, or if you want to keep the right to sue or continue to sue Blue Sky about the issues in this case, then you must “opt out” of the Settlement.

To exclude yourself from (opt out of) the Settlement, you must send a letter or written request to the Notice Administrator at the address below saying that you want to be excluded from the Settlement in ***In re: Animation Workers Antitrust Litigation***, with your full legal name and the name(s) of the Defendant company or companies (i.e., Blue Sky, DreamWorks Animation, Two Pic (f/k/a IMD), Lucasfilm, Pixar, Sony Pictures Animation, Sony Pictures Imageworks, or The Walt Disney Company) for which you worked during the Class period. You must sign your request.

To exclude yourself from the Settlement, you must submit your opt-out request letter postmarked no later than [DATE] (or received by the Notice Administrator by that date if sent by fax or e-mail) to the following address:

Kurtzman Carson Consultants (“KCC”)
3301 Kerner Blvd # 100
San Rafael, CA 94901

You cannot exclude yourself (opt out) by telephone.

If you request to be excluded from the Settlement with Blue Sky, you will not be legally bound by the Settlement. You will be able to sue (or continue to sue) Blue Sky in the future about the claims in this case.

If you ask to be excluded from the Settlement, you will not receive payment from it, and you will not be able to object to it.

21. If I don’t exclude myself, can I sue Blue Sky for the same thing later?

No.

If you are a Class Member, unless you exclude yourself from the Settlement, you give up the right to sue Blue Sky for the claims that the Settlement resolves as more fully described in Question 16 above.

If you have a pending lawsuit against Blue Sky or related entities, speak to your lawyer in that lawsuit immediately, because you may need to exclude yourself to continue your own lawsuit. The process for excluding yourself from the Settlement is described in the preceding sections.

22. If I exclude myself, can I get money from this case?

If you exclude yourself, you will not receive money from the Settlement. But, by excluding yourself, you keep any rights to sue Blue Sky on your own about the same claims in the lawsuit should you want to do so.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

23. How do I tell the Court that I like or don’t like the proposed Settlement, and may I speak at the hearing?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue against Blue Sky. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*In re Animation Workers Antitrust Litigation*, Case Number 14-cv-4062), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [DATE]. Your objection must be signed under penalty of perjury, and must include a summary of any other objections you or an attorney on your behalf filed to any class action settlements submitted to any court in the United States in the previous five years.

You do not need to attend or speak at the Fairness Hearing (described in Question 24 below) for your comments or objections to be considered. If you would like to speak at the Fairness Hearing about your comments or objections to the Settlement, you must add to your letter a statement that you intend to appear and speak at the hearing, for example, by stating “This is my Notice of Intention to Appear in *In re Animation Workers Antitrust Litigation*.”

If you choose to exclude yourself from the Settlement, you will have no right to speak at the hearing about the Settlement or object to it, because the Settlement will no longer affect your rights.

THE COURT’S FAIRNESS HEARING

24. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at [DATE/TIME] at the following courtroom:

The Honorable Lucy H. Koh
Courtroom 8, 4th Floor
The United States District Court for the Northern District of California
280 S. First Street
San Jose, California 95113

At this hearing, the Court will consider the Settlement and determine whether it is fair, reasonable, and adequate. If there are written comments or objections, the Court will consider them. The Court will decide whether to allow people who have raised objections or comments to speak at the hearing. The Court may also decide how much to award to Plaintiffs’ Counsel in attorneys’ fees and expenses and whether to approve the payment of Service Awards to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice.

Be sure to check the website, www.animationlawsuit.com, for news of any such changes.

25. Do I have to come to the Fairness Hearing?

No. Plaintiffs’ Counsel will be present at the Fairness Hearing to answer any questions the Court may have. You are welcome to come at your own expense. If you send comments or objections to the Settlement, you don’t have to come to Court to talk about it. As long as you mailed, faxed, or emailed your written comments or objections on time, the Court will consider them. You may also pay your own lawyer to attend, but it is not required.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will get money from the Settlement and any claims you might have against Blue Sky based on the allegations in this case will be released unless you separately write to exclude yourself (following the instructions in Question 20). In exchange for receiving money from the Settlement, you will give up or “release” your claims against Blue Sky in this lawsuit. You will not be able to participate in, or collect money damages from any other lawsuit against Blue Sky related to any alleged

unlawful conspiracy to suppress compensation. (See Question 16 for the exact definition of the claims you are giving up.)

YOUR PRIVACY

27. Will my manager know whether or how I responded to this Notice?

The Court has appointed an independent, experienced professional Notice Administrator, Kurtzman Carson Consultants (“KCC”). The Notice Administrator will establish and follow procedures to protect the confidentiality of the identity of persons receiving payments or opting out. The Notice Administrator will issue settlement checks.

The list of those Class Members receiving checks will not be shared with Defendants, the Court, or Plaintiffs’ counsel. The Notice Administrator will also receive requests to be excluded from the Settlement, as well as comments (including objections) to the Settlement. The Notice Administrator will be required to share requests to be excluded from the Settlement as well as comments or objections to the Settlement with Class Counsel and counsel for the Defendants, as well as with the Court. Objections to the Settlement, as well as the names of those who opt out of the Settlement, will become part of the public record in the court file.

GETTING MORE INFORMATION

28. Are more details about the Settlement and the lawsuit available?

Yes. This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.animationlawsuit.com, by contacting class counsel (see Question 17 for contact information), by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

EXHIBIT E

(Back)

Legal Notice

If You Worked as a Visual Effects or Animation Employee for Blue Sky, DreamWorks, Two Pic (f/k/a IMD), Lucasfilm, Pixar, Sony Pictures Animation, Sony Pictures Imageworks, or The Walt Disney Company, You Could Get Money from a Class Action Settlement

Records indicate that you could be affected by a class action lawsuit against Blue Sky, DreamWorks, Two Pic (f/k/a IMD), Lucasfilm, Pixar, Sony Pictures Animation, Sony Pictures Imageworks, and The Walt Disney Company (the "Defendants"). The Court has preliminarily certified a class of visual effects and animation employees in order to consider the fairness of a settlement agreement with one defendant -- Blue Sky Studios. No other Defendant has settled their claims with plaintiffs. *However, if you worked for ANY of the companies during the time periods listed below and are a member of the Class, you will benefit from the settlement.*

What is this case about? This lawsuit claims that Defendants conspired to suppress compensation by agreeing not to solicit each other's employees, and to coordinate compensation policies. Each of the Defendants, including Blue Sky, denies that it violated any laws or engaged in any wrongdoing. Blue Sky has entered into a Settlement Agreement with Plaintiffs. To obtain more information about the claims in this lawsuit and the proposed Settlement, you can view the complaint, Settlement Agreement, and other court documents in this case at www.animationlawsuit.com.

Am I included? You are likely included if you worked in the animation or visual effects industry ("Animation Employees") for any of these companies during the listed time periods:

- Pixar (2001-2010)
- Lucasfilm Ltd., LLC (2001-2010)
- DreamWorks Animation SKG, Inc. (2003-2010)
- The Walt Disney Company (2004-2010)
- Sony Pictures Animation, Inc. and Sony Pictures Imageworks, Inc. (2004-2010)
- Blue Sky Studios, Inc. (2005-2010)
- Two Pic MC LLC f/k/a ImageMovers Digital LLC (2007-2010)

Who represents the Animation Employees? The Court has appointed three law firms to represent the Animation Employees in order to represent your interests. You don't have to pay Class Counsel to participate. They will ask the Court to award fees and costs, to be paid separately by a Settlement Fund that Blue Sky created. You may hire your own lawyer to appear in Court for you, but if you do, you have to pay that lawyer.

What are my options? To participate in the Settlement benefits, you do not have to do anything and you will be bound by the Court's judgment. If you do not want to participate in this Settlement against Blue Sky or want to keep your rights to sue Blue Sky on your own over the claims in these lawsuits, you need to exclude yourself. If you exclude yourself, you cannot get money or benefits, if any are awarded, from these lawsuits. Your Exclusion Form must be submitted online or postmarked by <<Date>>. If you do not exclude yourself, you can object to the settlement in writing to be filed with the Court or postmarked by <<Date>>.

How do I get more information? This notice is only a summary. For more information visit the website below or call the toll-free number. Please do not contact any of the Defendants or the Court.

For more information: 1- XXX-XXX-XXXX www.animationlawsuit.com

(front)

Court-Ordered Legal Notice

Animation Workers Antitrust Litigation

P.O. Box 0000

City, ST 00000

Important Notice About Animation/Visual Effects Workers Lawsuit

Consumer ID Number <<XXXXXX>>